

RE: Request of E-Comm for the approval of Minister Farnworth to changes to the E-Comm Members' Agreement

From: Jasmine Bradley <Jasmine.Bradley@ecomm911.ca>
To: Sanderson, Melanie PSSG:EX <Melanie.Sanderson@gov.bc.ca>, Sanderson, Melanie EDUC:EX <Melanie.Sanderson@gov.bc.ca>
Sent: July 21, 2021 12:10:26 PM PDT
Attachments: image006.png, image002.png, image008.png, image010.png, image011.png, image009.png, image007.png, image004.png, image005.png, image003.png, image001.png

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Thanks Melanie – I'll reach out to you if we have any questions and then connect with Andrew when he's back in case there's any follow-up required with the Minister.

Appreciate the quick response, I'm sure things must be extremely busy right now with the wildfires.

Take care,
JB

Jasmine Bradley (she/her/hers), Director of Corporate Communications

P: 604-215-5023 / C: 604-603-7245

ecomm911.ca@EComm911_info

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From: Sanderson, Melanie PSSG:EX <Melanie.Sanderson@gov.bc.ca>
Sent: Wednesday, July 21, 2021 11:34 AM
To: Jasmine Bradley <Jasmine.Bradley@ecomm911.ca>
Subject: RE: Request of E-Comm for the approval of Minister Farnworth to changes to the E-Comm Members' Agreement

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Hi Jasmine,

Thanks for reaching out. I believe we have all the info needed for Monday's meeting. Not much to update on our end in advance, and my schedule is quite in flux as we respond to the wildfire situation. That said, happy to make time for a quick call if helpful on your end.

Best,
Melanie

Melanie Sanderson
Senior Ministerial Advisor
Office of the Minister of Public Safety & Solicitor General
250-880-9508 | melanie.sanderson@gov.bc.ca
Pronouns: she/her

From: Jasmine Bradley <Jasmine.Bradley@ecomm911.ca>
Sent: July 21, 2021 9:25 AM

To: Sanderson, Melanie PSSG:EX <Melanie.Sanderson@gov.bc.ca>; Maartman, William PSSG:EX <William.Maartman@gov.bc.ca>

Subject: FW: Request of E-Comm for the approval of Minister Farnworth to changes to the E-Comm Members' Agreement

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Hello Melanie and Will – I was just texting with Andrew and he suggested I reach out to you both in his absence. I'm hoping to schedule a time to chat in advance of E-Comm's upcoming meeting with Minister Farnworth on Monday (see below).

Please let me know what your availability is like, I'd be happy to make arrangements for Zoom or chat over the phone if that's easier.

Cheers,

JB

Jasmine Bradley (she/her/hers), Director of Corporate Communications

P: 604-215-5023 / C: 604-603-7245

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From: Jasmine Bradley

Sent: Wednesday, July 21, 2021 9:06 AM

To: 'Douglas, Andrew PSSG:EX' <Andrew.Douglas@gov.bc.ca>

Subject: FW: Request of E-Comm for the approval of Minister Farnworth to changes to the E-Comm Members' Agreement

Good morning Andrew – how is your summer going so far?

I'm hoping you might have time in the next couple of days to connect in advance of E-Comm's meeting with Minister Farnworth? Our CEO, Vice-President of Legal/Governance and myself will be meeting in-person with the Minister and Deputy Minister Sieben on Monday. I thought it would be good for the two of us to touch base beforehand, to ensure you have all the info you might need for briefing purposes and so I can get your insights and thoughts on issues that might be of interest to the Minister, particularly given current strains on emergency services and impacts on 9-1-1 service delivery during the recent heatwave.

FYI the Minister's Office initially reached out to our team to book a meeting to discuss ratifying changes made to E-Comm's governance model, that were approved unanimously by our board of directors in June. This change will essentially allow our Vancouver Island police agency partners to have a director seat on our board, which is currently limited to LMD representatives only (see materials attached that have been shared with PSSG).

Please let me know what your availability looks like and I'd be happy to make arrangements for a Zoom meeting or chat over the phone.

Thanks!

JB

Jasmine Bradley (she/her/hers), Director of Corporate Communications

P: 604-215-5023 / C: 604-603-7245

ecomm911.ca@EComm911_info

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From: Sandra MacKay
Sent: Tuesday, June 22, 2021 5:26 PM
To: Mark Sieben <mark.sieben@gov.bc.ca>
Cc: Oliver Gruter-Andrew <Oliver.Gruter-Andrew@ecomm911.ca>
Subject: Request of E-Comm for the approval of Minister Farnworth to changes to the E-Comm Members' Agreement

Dear Deputy Minister Sieben,

Further to our recent communication on this subject, on behalf of E-Comm I am attaching E-Comm's submission to the Minister requesting his approval of proposed changes to the Members' Agreement among E-Comm's Members (its shareholders), as is required pursuant to subsection 4(4) of the Emergency Communications Corporations Act.

A cover letter from E-Comm's Board Chair Doug Campbell and President & CEO Oliver Gruter-Andrew is the first attachment.

A briefing note providing more detail with respect to what amendments are proposed is also attached; that briefing note includes excerpts from the Information Circular which was provided to all Members together with the Notice of the Extraordinary General Meeting of June 24, 2021. At that Meeting the amendments will be put forward to shareholders for their approval, as is also required. I am pleased to report that at this time we anticipate receiving the necessary Member support for the proposed Agreement amendments.

As previous amendments put forward to Members have not received the required support, the Information Circular is a very detailed document describing each of the proposed changes together with the rationale therefor. This level of detail was considered necessary in order to properly inform Members and to engender the necessary strong level of support from Members. We respectfully submit that none of the proposed amendments adjusts or impacts the relationship of E-Comm to the Ministry, nor its accountability or role under the *Emergency Communications Corporations Act*, but rather that they are in the nature of modest governance process improvements which are a first step in a future redesign of the E-Comm governance structure. Still, we consider it important to be able to have a representative of our E-Comm Vancouver Island emergency communications centre at the Board table, and we also consider the lowering of the unusually high special voting majority for certain matters to be an important step to pave the way for future more impactful governance changes. Future efforts in that regard will not be advanced without early engagement from the Ministry and other stakeholders.

In addition to the cover letter and Briefing Note, redlined and first draft clean versions of the Members' Agreement (including the Articles as Schedule A) are also attached.

We hope these materials will provide Minister Farnworth and his staff the information necessary to provide his approval to these proposals. We would be very pleased to arrange for a briefing or to follow-up with any further information which the Minister or you might wish.

We thank you for your assistance to E-Comm in this matter.

Sincerely,

Sandra R. MacKay, Vice-President, Legal & Governance, Corporate Secretary
P: 604-215-5025 / C: 604-218-6851

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FW: Request of E-Comm for the approval of Minister Farnworth to changes to the E-Comm Members' Agreement

From: Duncan, Nikki PSSG:EX <Nikki.Duncan@gov.bc.ca>
To: Newton, Sam PSSG:EX <Sam.Newton@gov.bc.ca>, Hunt, Charlotte PSSG:EX <Charlotte.Hunt@gov.bc.ca>
Cc: Maher, Melissa PSSG:EX <Melissa.Maher@gov.bc.ca>
Sent: July 23, 2021 1:08:14 PM PDT
Attachments: image012.png, image016.png, BN - Amendments to E-Comm Members' Agreement (22Jun-21).pdf, Attachment 2 - Members' Agreement - Clean.docx, Clean Schedule A Articles.docx, Attachment 1 - Members' Agreement and Schedules Redlined.pdf, LTR - Honourable Mike Farnworth June 2021_.pdf, image014.png, image015.png, image013.png, image001.png

Materials for the 10am on Monday - Will and Mel have already reviewed. I put these on the Monday meeting folder as well

From: Sieben, Mark PSSG:EX
Sent: Monday, June 28, 2021 3:05 PM
To: Sanderson, Melanie PSSG:EX <Melanie.Sanderson@gov.bc.ca>; Maartman, William PSSG:EX <William.Maartman@gov.bc.ca>
Cc: Richards, Tara R EMBC:EX <Tara.Richards@gov.bc.ca>; Duncan, Nikki PSSG:EX <Nikki.Duncan@gov.bc.ca>
Subject: FW: Request of E-Comm for the approval of Minister Farnworth to changes to the E-Comm Members' Agreement

Hello Will and Melanie – Please see below a request from ECOMM for the Minister's agreement to changes to the ECOMM members agreement(which is the agreement between the Local Government and Emergency Service Delivery entities that comprise ECOMM). The changes were recently agreed to by the ECOMM Board of Directors, however, as noted below, the Emergency Communications Corporations Act , requires that the members agreement can only be amended with the approval of the minister.

The biggest change to the agreement is to have the agreement provide for the south island (receiving services through South Island dispatch) to have representation on the Board of Directors. However, there are other substantive proposed changes that address board governance or the relationship between the board and ECOMMs operations. The attached BN and the Explanatory Notes in Attachment C are a decent summary of the changes which are intended to assist ECOMM make decisions a little more efficiently and effectively.

Two options for pursuing approval;

1. s.13

2.

I favour option 2 however if the Minister's calendar doesn't lend itself to an hour for this purpose by end of July, probably option 1 is the better choice for now. Perhaps we attend to the briefing later.

M.

From: Sandra MacKay <Sandra.MacKay@ecomm911.ca>

Sent: Tuesday, June 22, 2021 5:26 PM

To: Sieben, Mark PSSG:EX <Mark.Sieben@gov.bc.ca>

Cc: Oliver Gr  ter-Andrew <Oliver.Grueter-Andrew@ecomm911.ca>

Subject: Request of E-Comm for the approval of Minister Farnworth to changes to the E-Comm Members' Agreement

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Dear Deputy Minister Sieben,

Further to our recent communication on this subject, on behalf of E-Comm I am attaching E-Comm's submission to the Minister requesting his approval of proposed changes to the Members' Agreement among E-Comm's Members (its shareholders), as is required pursuant to subsection 4(4) of the *Emergency Communications Corporations Act*.

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As previous amendments put forward to Members have not received the required support, the Information Circular is a very detailed document describing each of the proposed changes together with the rationale therefor. This level of detail was considered necessary in order to properly inform Members and to engender the necessary strong level of support from Members. We respectfully submit that none of the proposed amendments adjusts or impacts the relationship of E-Comm to the Ministry, nor its accountability or role under the *Emergency Communications Corporations Act*, but rather that they are in the nature of modest governance process improvements which are a first step in a future redesign of the E-Comm governance structure. Still, we consider it important to be able to have a representative of our E-Comm Vancouver Island emergency communications centre at the Board table, and we also consider the lowering of the unusually high special voting majority for certain matters to be an important step to pave the way for future more impactful governance changes. Future efforts in that regard will not be advanced without early engagement from the Ministry and other stakeholders.

In addition to the cover letter and Briefing Note, redlined and first draft clean versions of the Members' Agreement (including the Articles as Schedule A) are also attached.

We hope these materials will provide Minister Farnworth and his staff the information necessary to provide his approval to these proposals. We would be very pleased to arrange for a briefing or to follow-up with any further information which the Minister or you might wish.

We thank you for your assistance to E-Comm in this matter.

Sincerely,

Sandra R. MacKay, Vice-President, Legal & Governance, Corporate Secretary
P: 604-215-5025 / C: 604-218-6851

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BRIEFING NOTE

To: Honourable Mike Farnworth, Minister of Public Safety and Solicitor General

From: Oliver Grüter-Andrew, President and CEO
Sandra MacKay, Vice-President, Legal and Governance

Date: June 22, 2021

Subject: Amendments to E-Comm Members' Agreement – Request for the Minister's approval

Attachments: Excerpts from the May 21, 2021 Information Circular provided to Members:

- A. Overview – What Changes to the Members' Agreement are Proposed
- B. Update on the Status of E-Comm's Governance Redesign Initiative
- C. Detailed Explanation of Proposed Changes (Explanatory Notes)
 - a. Housekeeping Changes
 - b. Modernization and Drafting Improvements
 - c. Governance Improvements

By accompanying email:

Attachment 1 – Members' Agreement, Redlined Version

Attachment 2 – Members' Agreement, Clean Version

1. REQUEST FOR APPROVAL

E-Comm Emergency Communications for British Columbia Incorporated ("E-Comm" or the "Company") requests the Minister of Public Safety and Solicitor General's approval to make certain amendments to the Members' Agreement among all shareholders of the Company, subject to shareholder approval as required by the Agreement terms.

2. BACKGROUND

Under Section 4(4) of the *Emergency Communications Corporations Act* (the "ECCA"), no changes to the Members' Agreement (the "MA") may be made without the approval of the Minister.

The MA sets out additional requirements with respect to the required shareholder approvals for amendments; many changes require the approval of a majority of the votes attached to the outstanding Class A shares, others require the approval of 3/4 of the votes attached to all outstanding shares, Class A and B ("special majority approval").

3. PROPOSED AMENDMENTS

Director seat for E-Comm Vancouver Island Centre stakeholders

For the reasons set out in the cover letter of the Board Chair and CEO accompanying this briefing note, the Board and Management of the Company seek shareholder (Member) and Ministerial approval of a change to the MA to allow a representative of E-Comm's new Southern Vancouver Island Emergency Communications Centre (the "ECC") to serve on the Board. That change requires a special majority approval.

Additional Amendments Proposed

Given that we knew how significant the effort would be to secure that level of shareholder support, in large part because any Member which is disinterested or which for any other reason fails to vote, effectively casts a

no vote given the language of the special majority requirement, the Board considered whether it ought to take the opportunity to advance the proposal to make other amendments to the MA that would serve the Company's best interests, to its shareholders and to you. After extensive discussions at meetings of the Governance Committee of the Board, and ultimately the Board in April and May of 2021, the Board decided that it would be appropriate to take the opportunity to propose additional revisions to the MA, to its Members and to the Minister, introduce modest governance improvements, as well as modernize language, remove antiquated or irrelevant provisions and improve clarity of drafting.

Explanation of all Proposed Amendments

All proposed MA amendments on which the Members' and the Minister's approval are being sought are described in detail in the Information Circular which was circulated to Members in advance of the special Meeting of Members to be held June 24, 2021. Certain excerpts from the Information Circular are attached to this briefing note. We also attach to the cover email a redlined version of the MA (Attachment 1) which highlights all proposed changes to the MA together with a clean version (Attachment 2).

We draw to the Minister's particular attention these elements of the Information Circular which are attached:

- A. Overview – What Changes to the Members' Agreement are Proposed
- B. Update on the Status of E-Comm's Governance Redesign Initiative

These following additional excerpts from the Information Circular describe each proposed amendment and provide a rationale for the proposed amendment, after grouping the amendments into the categories of Housekeeping Changes, Modernization and Drafting Improvements and Governance Improvements:

- C. Detailed Explanation of Proposed Changes (Explanatory Notes)
 - a) Housekeeping Changes
 - b) Modernization and Drafting Improvements
 - c) Governance Improvements

4. CONCLUSION

This briefing note and the attachments are submitted in support of E-Comm's request for the Minister's approval to the Members' Agreement changes (as described in the Information Circular and shown in the redlined version of the MA attached).

It is respectfully our submission that the proposed changes better position E-Comm's Board to fulfill their responsibilities for effective oversight and governance of the organization and that none of the changes compromises the organization's mandate under the ECCA nor its alignment with the purposes set out in the ECCA. It is our view that the proposed changes are essentially internal governance changes which are neutral with respect to the relationship of the Company to the Ministry and our mandate under the ECCA.

At the time of writing this message, we have very strong indications that the Members will support all changes at the upcoming meeting by the necessary special majority.

If you would wish any further information in relation to this request, or would wish a briefing on the matter, we will be pleased to provide either. We thank you for your consideration of this request.

OVERVIEW – WHAT CHANGES TO THE MEMBERS’ AGREEMENT ARE PROPOSED

The Board of Directors is asking all Members of the Company to vote in favour of amendments to the Members’ Agreement which will be an important first step in advancing and improving E-Comm’s governance model for the benefit of all stakeholders.

SUMMARY OF THE PROPOSED CHANGES

1. First Proposal – providing a Director seat to E-Comm’s Vancouver Island partner agencies

First, and most importantly, an amendment is proposed to allow the Capital Regional District and the Southern Vancouver Island police agencies, to which E-Comm provides 9-1-1 call taking and police dispatch services from the new E-Comm Southern Vancouver Island Emergency Communications Centre (which group is collectively referred to as the “ECVI partners or agencies” in this overview), to appoint one Director to E-Comm’s Board of Directors.

The new E-Comm Southern Vancouver Island Emergency Communications Centre (the “Centre”) was purpose-built by the Capital Regional District which owns the Centre. The Centre is the first emergency communications centre established and created by E-Comm outside of the Lower Mainland. Our E-Comm Southern Vancouver Island partner agencies have made an important commitment to E-Comm, and a multi-million dollar investment – the new Centre was an important milestone in E-Comm’s corporate growth and is a significant part of its current operations.

The current Members’ Agreement does not allow for the ECVI agencies to be represented on E-Comm’s Board, in large part because at the time E-Comm was created the geographical area in which it was expected to operate was limited to the Lower Mainland, and also because the Members’ Agreement does not provide a method for clients of the organization who are not on the radio system to be provided with Board representation.

It is the view of the Board and Management of E-Comm that the ECVI partners deserve Board representation and we consider it in the best interests of all Members that the ECVI partners participate at our Board table.

THE BOARD OF DIRECTORS ASKS THAT MEMBERS VOTE YES TO PROPOSAL NUMBER ONE to allow the E-Comm Southern Vancouver Island partners to appoint, as a group, one Director. This will not result in any change to the rights of other Members to appoint their designated Director or Directors.

2. Additional Amendments

In light of the fact that a special majority of Members’ support for the First Proposal is required, the Board and Management of E-Comm consider it opportune to seek approval to additional amendments to the Members’ Agreement and the Company’s Articles at the same time, in order to:

- Revise the language which sets out the Company’s Purpose (the “Second Proposal”), both in the Members’ Agreement and the Articles of the Company, so that the language mirrors precisely the definition of purpose set out in the *Emergency Communications Corporations Act* (the “ECC Act” or “Act”). While this Second Proposal is a relatively minor change, it is an important one because it would allow for E-Comm’s mandate or current scope of work to be broadened by a change to the definition of purposes set out in the Act, which

can be made by a regulation under the Act. At present any change to the definition of Purpose in the Members' Agreement requires approval by Shareholders holding not less than 75% of votes – as the First Proposal requires the same special majority, it is considered opportune to amend the definition of Purpose at the same time as the First Proposal approval is being sought, as both require this high threshold of Member voting and support.

In addition to the First Proposal and the Second Proposal, additional amendments to the Members' Agreement are being proposed. Those additional amendments are being proposed together as the Third Proposal, and can be summarized as follows:

- In recognition of the fact that E-Comm has developed to a mature organization with a broad Shareholder base and a sophisticated Board of Directors, amendments to lower the approval threshold for a special majority of Shareholders to an approval level of 2/3 of votes cast from 3/4 of votes outstanding, and removing certain limitations on the authority of the Board of Directors are proposed – these changes are characterized in the Explanatory Notes which follow, as "Governance Improvement Changes" (Attachment C (c)), and are explained in those Notes;
- Amendments to update the Agreement generally (it was last amended over 10 years ago), such as by: better defining certain terms which, given the Company's growth and maturity, warrant more precise language than originally used and to eliminate or revise provisions which, with the passage of time and the Company's growth, are no longer relevant or applicable – these changes are characterized in the Explanatory Notes which follow as "Modernization and Drafting Improvement Changes" (Attachment C (b)), and are fully explained in those Notes;
- Amendments to: revise archaic language to make the Agreement more clear and current, tidy up the agreement with housekeeping changes to reflect such things as the change of the names of the Company, BC Emergency Health Services and Metro Vancouver since the last amendments, and remove unnecessary schedules which have become out of date. These changes are characterized in the Explanatory Notes as "Housekeeping Changes" (Attachment C (a)) – changes of this type which are proposed are summarized in those Notes.

THE BOARD OF DIRECTORS ASKS THAT MEMBERS VOTE YES TO PROPOSALS NUMBER TWO AND THREE which it considers in the best interests of E-Comm and its Members.

VOTING

CLASS A AND CLASS B SHAREHOLDERS ARE ENTITLED TO VOTE ON THE FIRST AND SECOND PROPOSALS WHICH REQUIRE SHAREHOLDERS HOLDING NOT LESS THAN 75% OF ALL OUTSTANDING SHARES (CLASS A AND B) TO APPROVE THE PROPOSALS.

CLASS A SHAREHOLDERS ONLY ARE ENTITLED TO VOTE ON THE THIRD PROPOSAL. THE ADDITIONAL AMENDMENTS COMPRISED IN THE THIRD PROPOSAL REQUIRE THE APPROVAL OF CLASS A SHAREHOLDERS HOLDING NOT LESS THAN 50% OF ALL OUTSTANDING CLASS A SHARES.

THE BOARD IS ASKING FOR YOUR SUPPORT TO THE FIRST, SECOND AND THIRD PROPOSALS. IT IS THE VIEW OF THE BOARD THAT THE ALL PROPOSALS ARE IN THE BEST INTERESTS OF ALL MEMBERS AND THAT NO MEMBER IS PREJUDICED BY ANY PROPOSAL.

A FORM OF PROXY BY WHICH VOTES ON THE PROPOSALS MAY BE CAST ACCOMPANIES THIS INFORMATION CIRCULAR. WE ASK THAT YOU COMPLETE AND RETURN THE PROXY VOTING FORM, EVEN IF YOU INTEND TO HAVE A REPRESENTATIVE ATTEND THE MEETING. VOTING WILL BE CONDUCTED BY PROXY VOTING AND BY VOTING DURING THE SPECIAL MEETING.

FURTHER INFORMATION

THIS MEETING INFORMATION CIRCULAR PROVIDES DETAILS WITH RESPECT TO EACH OF THE FIRST, SECOND AND THIRD PROPOSALS, INCLUDING AN EXPLANATION OF ALL PROPOSED CHANGES TO THE MEMBERS' AGREEMENT AND A LINK TO A REDLINED VERSION OF THE MEMBERS' AGREEMENT IN WHICH ALL PROPOSED AMENDMENTS ARE MARKED IN TRACKED CHANGES MODE.

ANY QUESTIONS OR CONCERNS OR REQUESTS FOR ADDITIONAL INFORMATION MAY BE DIRECTED TO:

Sandra MacKay, Corporate Secretary, at Sandra.MacKay@ecomm911.ca or Krystal Boros, Assistant Corporate Secretary, at Krystal.Boros@ecomm911.ca.

UPDATE ON THE STATUS OF E-COMM'S GOVERNANCE REDESIGN INITIATIVE

Our Shareholders, or Members, as well as other stakeholders, know that a redesign of E-Comm's governance model is planned as one of our (a)SPIRE 2025 Strategic Plan initiatives.

An important goal of that redesign will be to ensure that E-Comm's governance structure positions E-Comm for the future in a way that allows E-Comm's stakeholders equitable and appropriate influence in the Company's governance model and affairs.

We anticipate that our Members would appreciate an update on the status of those efforts so that the proposals coming forward to the Special Meeting can be understood in that broader context.

SOME HISTORICAL CONTEXT

The Company was established by its founding members to support a first of its kind Lower Mainland wide area common radio system among participating police, fire, ambulance and municipal agencies. As an integral feature of the initial E-Comm governance structure, the Members' Agreement, signed by the founding Shareholders, gave the Shareholders certain influence in the Company's decision-making, by:

- requiring that Shareholder votes be obtained on many matters;
- setting out a Board appointment structure that allowed those communities who signed on to the radio system to have a representative at the Board table;
- setting out certain authority limits on the authority of the Board of Directors; and
- establishing a committee structure (the Service and User Committees) to allow users of the radio system to have a direct line of input to the Board, as well as other influence over key decision-making.

We have changed significantly since inception

Since the Members' Agreement was created in 1997, and the Company's operations began in 1999, the Company has changed and grown significantly:

- The Company started with eight police dispatch partners and now has 73 police and fire dispatch partners;
- At inception, the Company was the 9-1-1 call answer service for two regional districts – we now service 25 regional districts and answer 99% of 9-1-1 calls within the Province;
- Initially there were 1,362 radios in service – the Company now has over 12,000 radios active or available;
- At present, by far the majority of the Company's revenues, roughly 70%, come from clients for services other than, or in addition to, the radio system services;
- There are now significantly more shares outstanding – 55 class A and B shares are outstanding at present;
- The Company's operations now extend beyond the Lower Mainland, with the establishment of the E-Comm Vancouver Island Emergency Communications Centre, a purpose-built centre, built by the Capital Regional District, which now serves 15 Southern Vancouver Island communities;

- The Company has grown to over 700 employees; and
- The Company now operates from four different locations.

And we expect to grow and change further

The changes which are being proposed to the Member’s Agreement at the June Special Meeting are driven by the fact that the Members’ Agreement must be amended to provide a Board seat to the Southern Vancouver Island agencies served by the E-Comm Southern Vancouver Island Emergency Communications Centre.

While we are seeking approval for that change, it seems logical to ask that Members approve certain process improvements that better position the Company for future growth and governance changes because certain of the current provisions in the Members’ Agreement (such as the stipulation that a change to how the Board is elected which is being put forward) require approval by Shareholders holding 75% of all of the outstanding shares in the Company – an extremely high threshold and one that will be challenging to achieve as a matter of practicality– seem no longer appropriate given the current state of the Company and its growth since its inception.

WHAT’S NEXT

At the June meeting

The proposals to amend the Members’ Agreement and Company Articles going forward to the Special Meeting, in addition to that for the addition of a representative from our Southern Vancouver Island Emergency Communications Centre partner agencies, will position the Company for future growth and change by:

- removing overly restrictive restraints on the authority of the Board;
- lowering the threshold for Shareholder approval of certain matters (while still requiring a substantial majority); and
- improving the clarity and drafting of the Members’ Agreement, by improving definitions and removing outdated provisions and archaic language.

These changes are considered a *first step* which will facilitate future substantive changes. None of the changes proposed for the June Special Meeting is detrimental to any individual Shareholder’s interests and we hope that they have your full support.

FURTHER GOVERNANCE CHANGES

Like so many things, progress on E-Comm’s governance initiatives was forestalled in part by the COVID-19 pandemic. Additionally, it was felt that the further redesign initiatives should be paused while some critical operational issues within the Company were stabilized, most notably the service level challenges faced in dispatch operations.

As those matters become more stabilized, E-Comm will be reinvigorating governance redesign efforts. We know that we wish to engage our dispatch partners, 9-1-1 call taking clients and other technology clients in our governance structure in a way that is equitable. We also anticipate that, as we continue to expand our service lines and our geographical reach, the Board appointment methodology set out in the Members’ Agreement may require further adjustment. As we roll out NG 9-1-1 technology, which is essentially a new service line, to existing and new clients of our organization, our governance and funding models may need readjustment for that change. And we envision that we will wish to make additional changes to reflect our commitment to objectives such as diversity and inclusion, and

our belief that there is potential for a greater role for our organization in emergency response of all kinds, including for those facing mental health challenges and marginalization. The original design, of our share structure, our Board structure, and our governance structure more generally, is not an ideal fit at the present time, and may increasingly be a limitation as we contemplate, and indeed plan for, the E-Comm of the future.

The changes which are proposed for June, in a modest way, will facilitate that further work. We will engage with Shareholders in that process, but we hope that our existing Shareholders support that future work by voting in support of the governance, modernization and drafting improvements to the Members’ Agreement which are embodied in the three proposals being put forward for your approval at the Special Meeting.

EXPLANATORY NOTES TO ALL PROPOSED REVISIONS TO THE MEMBERS' AGREEMENT AND ARTICLES

To allow Shareholders to focus in detail, should they wish, on the matters most of interest to them, and in an effort to present the proposed revisions to the Members' Agreement and Articles as clearly as possible, the proposed revisions are grouped into three categories:

- Housekeeping Revisions;
- Modernization and Drafting Improvements; and
- Governance Improvements.

The explanatory notes which follow describe all of the proposed revisions to the Members' Agreement, by category.

Cross-reference to Proposals to be Voted Upon

To assist Members wishing to particularly examine the language of the amendments which are to be voted upon in each of the three proposals to go before the Special Meeting, these may be located as follows:

- **Proposal One** – to amend the Members' Agreement to provide the E-Comm Southern Vancouver Island agencies with the right to appoint a Director.

The proposed revision to the Members' Agreement to achieve this objective is described in Attachment C (c) Explanatory Notes – Governance Improvement Revisions, in the section headed: Members' Agreement Section 4.2 – Designation and Election of Directors.

- **Proposal Two** – approval of an amendment to the Company's Purpose as set out in section 2.1 of the Members' Agreement, and a similar amendment to Article 25 of the Company's Articles.

The proposed revisions are described in Attachment C (c) Explanatory Notes – Governance Improvement Revisions, under the headings Members' Agreement Section 2.1 Purpose and Article 25.

- **Proposal Three** – approval of additional amendments to the Members' Agreement and the Articles of the Company, including an amendment to lower the special majority for approval of extraordinary matters by the Members from 75% of shares outstanding to 2/3 of votes cast.

The special majority revision proposal is described in Attachment C (c) Explanatory Notes – Governance Improvement Revisions, under the headings: Members' Agreement, Section 2.5 Votes by Members on Extraordinary Items and Article 11 – Votes by Members.

The additional amendments to be voted upon as Proposal Three are those described in the remaining provisions of Attachment C (c) Explanatory Notes – Governance Improvement Revisions, and those described in Attachment C (a) Explanatory Notes – Housekeeping Revisions, and Attachment C (b) Explanatory Notes – Modernization and Drafting Improvements.

PROPOSED HOUSEKEEPING CHANGES

Various “housekeeping” changes are being proposed to tidy-up and bring the Members’ Agreement (the “Agreement”) up to date, all without changing the meaning of any provision, as described below:

As shown in the redlined version of the Members’ Agreement (Attachment 1):

Introductory provisions and dates

The introductory recitals have been updated to reflect the proposed amendments as of July 1, 2021, and that date has been substituted as the anticipated effective date in the following sections:

- Introduction of Members’ Agreement;
- Section F; and
- Section 14.13

Correction of legal names

- The legal names of E-Comm, BC Emergency Health Services (BCEHS) and Metro Vancouver have been updated throughout the document.

Modern English

To improve the clarity and readability of the Agreement, archaic language has been removed where this can be done easily without any change in interpretation:

- All references to “set forth” have been changed to “set out”;
- “Herein” has been changed to read “in this Agreement”;
- “Hereinafter” has been replaced by “below”; and
- Words like “hereto” and “hereof” have been deleted in all instances where those words are redundant.

REVISIONS WHICH ARE MODERNIZATION CHANGES OR DRAFTING IMPROVEMENTS

As a general approach, wherever possible the Agreement is revised so that it may remain “evergreen”, such that references which will become outdated over time, such as a listing of Current Members, are removed.

Additional changes which are intended to improve the drafting in, and modernize, the Agreement are shown in the redlined version of the Agreement (Attachment 1) and are described and explained below.

THE MEMBERS’ AGREEMENT

Section 1.1 - Definitions

Defined term: Current Members

The definition of Current Members, Schedule D which listed Current Members, and references to Current Members are removed.

The Company is required to keep an updated list of all Shareholders and makes such information public. The references to Current Members are not required and lead to the Agreement’s becoming out of date.

These changes are made in sections 1.1.1, 1.1.16 and 1.1.27 and in the removing of Schedule D.

Cost Sharing Formula (1.1.16)

A definition of Cost Sharing Formula is included in the definition section and Schedule C is renamed to clarify that the Formula applies to cost sharing among radio users only (by referencing the defined terms Police, Fire, Ambulance and Municipal Services). References to the Cost Sharing Formula have been changed to refer to the defined term throughout the Agreement.

These changes are proposed to improve clarity.

E-Comm Building (Removed from Definitions)

The definition of E-Comm Building has been removed.

That definition had become out of date, given E-Comm’s expansion to Southern Vancouver Island and its use of the Training Centres and Business and Technology Centres in Burnaby, B.C. A definition of E-Comm building which is relevant to the Cost Sharing Formula is included in Schedule C. Instead of referring to the “E-Comm Building”, reference to the Company’s ability to own or lease “real property” is substituted in the definition of Purpose in subsection 2.1.2 which modernizes the language by making it more flexible.

Emergency Services Agency (1.1.19)

Added to the definitions is the term “emergency services agency”, which is a defined term in the *Emergency Communications Corporations Act* (the “ECC Act” or “Act”) as a category of organization to which E-Comm may render services. The term is defined here and also included in the definition of Potential Member so that the Members’

Agreement aligns fully with the ECC Act with respect to what organizations to which it may provide services or issues shares.

Established Standards of Service (1.1.22)

To clarify that the User Committee’s mandate to establish standards of service (as set out in subsection 6.2.2.1) applies to standards of service for the radio system only, the language in the definition of Established Standards of Service has been revised to make specific reference to Police, Fire, Ambulance and Municipal Services.

Members (1.1.27)

The definition of Members has been simplified for greater clarity, without any change to the meaning.

New Services (1.1.30)

For greater clarity, the definition of New Services makes reference to Police, Fire, Ambulance or Municipal Services which are not contemplated in the Cost Sharing Formula.

Potential Members (1.1.38)

Added to the list of Potential Members is “emergency service agency”. The ECC Act sets out what types of organizations E-Comm may render services to, and that listing includes an “emergency service agency” as defined in that Act. That category of organization is added to the definition of Potential Members.

Rates (1.1.43)

For greater clarity, the definition of Rates is revised to make it clear that the term applies to radio system usage only, by referencing the defined terms of Police, Fire, Ambulance and Municipal Services.

Specified Potential Members (Removed from Definitions)

This listing has become out of date and is not necessary. The definition of Potential Members is sufficient to allow for the admission of new Members pursuant to section 3 of the Agreement – and, as such, no Potential Member previously designated as a Specified Potential Member is impacted by this revision.

Territory (Removed from Definitions)

The previous definition of Territory was overly limiting in that it referenced the geographic area in which the E-Comm radio system operates, which is currently only the Lower Mainland. E-Comm provides other services outside of the Lower Mainland, such as at its Southern Vancouver Island Emergency Communications Centre, and to regional districts throughout the Province. The definition of Territory is not necessary in the Agreement, particularly because the ECC Act precisely defines those organizations to which E-Comm can render services and the purposes for which it may operate – as the definition also potentially operates as a constraint, its removal is recommended.

Section 1.6 – Recitals and Schedules

For the reasons described above, Schedules D and E are removed as unnecessary and because, even if they are updated to present, they will again become out of date.

Section 2.4 – Special Rights and Restrictions with Respect to Shares

The language in section 2.4.2.5 is revised for consistency with the heading of section 4.2 and the similar reference in subsection 2.5.1.3.

Section 3 – Members and Issue of Shares

References to Specified Potential Members and to Schedule E have been removed, for the reasons set out above. Neither is necessary and there is no substantive change to how section 3 of the Agreement operates.

Section 4.10 – Board Duties

4.10.1 – For greater clarity, language in section 4.10.1 has been revised to clarify that the User Committee is entitled to advise on the selection of the President, but that the terms and conditions of the employment of the President are within the Board’s authority exclusively.

4.10.11 – For greater clarity, this language has been revised to clarify that the Board is required to approve all borrowings of the Company, whether those are within or outside of Authorized Operating or Capital Budgets.

Section 7.2 – Financial Statements

The opening sentence of section 7.2 has been revised to allow for other modes of delivery of financial statements to Members rather than “delivery”, such as by website posting or electronic distribution, by changing the language which requires the President to “deliver” such statements to Members and the Board to state that these must be “made available”.

With the passage of time it has not been the Company’s historical practice, nor is it a customary requirement, to provide Members with quarterly financial statements. The proposed revisions to subsection 7.2.1 would require Management to provide such statements upon request, once they become available, rather than impose an obligation to deliver them within 70 days of quarter year-end.

Sections 7.3 – Authorized Operating Budget and 7.4 - Authorized Capital Budget

For greater clarity, in both sections 7.3.1 and 7.4.1, it is made clear to whom the User Committee would provide its advice on either the Authorized Operating or Authorized Capital Budgets (by expressly mentioning both the President and the Board).

Section 8.1 – General Requirements of Funding

To modernize this section and reflect the potential sources of funding of the Company’s activities beyond funding provided by Members, Special Users and Paying Members, references have been added to this section to describe other potential funding sources which would be taken into account in addition to levies or rates assessed to Members. This provision as adjusted nevertheless remains consistent with the similar obligation contained in the ECC Act.

It is proposed that the current final sentence of this subsection, which states: “Notwithstanding the foregoing, it is understood that the Provincial Government will be billed directly by the RCMP for all police related services provided under the Policing Agreement” be removed. As neither the province nor the RCMP is a Member, nor a party to the Members’ Agreement, this sentence seems ill-placed and unnecessary, as what those two organizations determine as to billing as between themselves would seem most appropriately left outside of the Agreement.

Section 8.3 – Obligation to Pay

Similarly, section 8.3.2 currently refers to a commitment by Members who are receiving policing services through the RCMP to pay to the RCMP amounts charged by the RCMP for E-Comm’s Company Services. Again, to modernize the

Agreement those references would seem best left outside of an Agreement to which the RCMP is not a party and given that such arrangements may change over time – it is therefore recommended section 8.3.2 be removed.

Section 8.4 – Appropriation for Provincial Government

It is recommended that Section 8.4, which provides that any obligation of the Provincial government to pay money under the Agreement is subject to the appropriation being made available in the Provincial Government's fiscal year, be removed as unnecessary. The Agreement imposes no financial obligation on the Provincial Government nor is the Province a Member or a party to the Agreement.

Section 14.6 – Entire Agreement

To improve clarity, it is recommended that overly broad language in this boilerplate clause be removed as being at odds with other provisions in the Agreement and so as to reflect the fact that the Agreement can be amended by resolution of the Members in accordance with other express terms in the Agreement.

ARTICLES OF THE COMPANY

For the reasons stated above, it is recommended that the definition of Territory be removed from the Articles as unnecessary and potentially unduly restrictive.

PROPOSED GOVERNANCE IMPROVEMENT CHANGES

Proposed changes to the Members' Agreement which are characterized as governance improvements are shown in the redlined version of the Agreement (Attachment 1) and described and explained below.

THE MEMBERS' AGREEMENT

Section 2.1 – Purpose of the Company

It is proposed that the provision which sets out the Purpose of the Company be amended to make it fully consistent with the definition of Purpose in the *Emergency Communications Corporations Act* (the "ECC Act" or "Act"). That Act sets out what E-Comm, as an emergency communications corporation under that Act, may have as its primary and additional purposes, however, the current definition in section 2.5 differs in two respects:

- It does not include "emergency services agencies" as one of the categories of organizations to which E-Comm may render services;
- It adds the language "all in the interests of civic improvement and for the benefit of the public residing within the Territory" which does not appear in the Act.

It is recommended that the definition be amended to align fully with the definition set out in the Act by including reference to emergency service agencies, and by deleting the potentially narrowing language with respect to the territorial limitations and civic improvement interests, which limitations are not set out in the Act.

Together with the change described below under Articles of the Company – Article 25, this matter is the Second Proposal to be put forward to the Special Meeting – item number 2 in the form of Proxy.

Explanation: *These changes, while minor in nature, are recommended so that the Company's definition is consistent with, and no more narrow than the definition of Purpose prescribed by the Act.*

Section 2.5 – Votes by Members on Extraordinary Items

Subsection 2.5.1

A change to reduce the threshold for certain extraordinary matters which require Member approval from 75% of the votes attached to all shares to 2/3 of votes cast by Members is proposed.

Explanation: *The current approval requirement is unusually high, particularly as it stipulates that the approval threshold is calculated based on shares outstanding rather than votes cast, which is not only not customary but also practically very problematic. This has particularly come into focus because the current special majority requirement applies with respect to the proposal to provide for a Vancouver Island representative on the Board of Directors as well as any change to E-Comm's Purpose – both of which will be proposed to the June Special Meeting. The current provision is considered an impediment to future governance changes, as these could be defeated if only a small number of Member organizations fail to vote on a matter. The proposed change would still require a significant majority of Members to support an extraordinary matter. No one Member would be negatively impacted by this proposed change, and with this change engaged Members who are interested in a given matter are better able to influence a vote outcome.*

Subsections 2.5.2, 2.5.3 and 2.5.4

Each of these subsections currently require that certain proposals, namely, for:

- (a) A cost sharing formula for New Services in an area (2.5.2);
- (b) A change to the Cost Sharing Formula (2.5.3); and
- (c) Borrowings in excess of the Authorized Operating or Capital Budgets (2.5.4);

require the approval by a vote of not less than 2/3 the shares held by Members potentially impacted.

The proposed change would adjust the approval threshold from 2/3 of shares *held* by Members potentially impacted to 2/3 of the votes *cast* by Members potentially impacted.

Explanation: As stated above, it is highly unusual for special majority or majority voting thresholds to be calculated based on votes eligible to be voted rather than votes cast. The current approval thresholds allow disinterested Shareholders to thwart a proposal and are impractical and costly to administer. The proposed change still requires a significant majority of Member support and allows engaged Members interested in a given matter to have greater influence on a vote outcome.

Section 4.2 – Designation and Election of Directors

It is proposed that a new paragraph 4.2.4 be added which would provide that the group including the Capital Regional District and those Vancouver Island police agencies which utilize E-Comm's police call-taking and dispatch services be entitled to appoint a Director to the E-Comm Board.

The proposed new paragraph, which would be placed in the listing of organizations entitled to appoint Board members in section 4.2, would read:

"4.2.4 The Group comprised of: the Capital Regional District and those Vancouver Island police agencies, including any RCMP detachment, to which the Company provides police dispatching services, shall be entitled to designate one individual to act as director."

This is the First Proposal to be voted upon at the Special Meeting – item number 1 in the form of Proxy.

Explanation: At present, section 4 of the Agreement which sets out which organizations are entitled to appoint Board members does not allow for any Director to be appointed by the Company's new stakeholder group, the Capital Regional District and the Vancouver Island police agencies which utilize E-Comm's police call-taking and dispatch services. As detailed in the Overview – What Changes are Proposed to the Members' Agreement – Attachment A of this Information Circular, in the description of the First Proposal, the Capital Regional District and the Southern Vancouver Island partner agencies have made a significant investment in and commitment to E-Comm. The establishment of the E-Comm Southern Vancouver Island Emergency Communications Centre is an important milestone in E-Comm's growth and development. E-Comm's Board and Management consider this additional representative to the Board to be in order and in all Shareholders, and the Company's, best interests.

Section 4.10 – Board Duties

Certain changes are proposed to the section setting out the Board's duties to better reflect the organization's current size and scope:

Subsection 4.10.2

It is proposed that the section, which currently requires the Board to approve all contracts which require payments by the Company of more than \$500,000 or which are outside the Authorized Operating Budget, be removed.

Explanation: The current contract language which limits the Board's authority is considered an unnecessary limitation on the Board's authority by the Shareholders, given the maturity and size of the organization and the demonstrated sophistication of the Board of Directors. The Board is responsible for oversight of the affairs of the organization and has fiduciary duties to carry out its responsibilities in the interests of all Shareholders, conscientiously and with a duty of care. It is not customary, in an organization of E-Comm's current size and maturity, for the shareholders to prescribe how the directors will supervise the affairs of the company such as is done in this subsection. The Directors are legally responsible for oversight of the Company's activities including its financial affairs and in carrying out its responsibilities the Board places appropriate limits on the authority of Management – this delegation of authority by the Board is considered best left as an internal governance matter as between the Board and Management.

Subsections 4.10.6 and 4.10.9

It is proposed that subsection 4.10.6 which requires the Board to approve the base headcount for the Company and authorize any changes, and subsection 4.10.9, which requires the Board to approve all contracts under which the Company renders services to non-Members, be removed.

Explanation: The current requirements for Board approval of any change to overall headcount (4.10.6) and all contracts for services by the Company to persons who are not Members are also considered unreasonable limitations on the Board's authority, for the same reasons as described above. The Board supervises staffing matters and the provision of services to non-Members in the course of its oversight of the business and affairs of the Company and its oversight of Management's activities.

Section 4.11 – Approvals by the Board

Section 4.11 sets out certain matters which require a voting approval of a 2/3 majority, rather than a simple majority, of Directors.

Subsection 4.11.2 currently stipulates that the issue of Class A Shares to additional Members requires such a special approval. It is proposed that this subsection be removed.

Explanation: How shares are to be issued to additional Members of the Company is carefully and well set out in Section 3.6 of the Agreement. The further requirement for a special majority of the Board of Directors is considered unnecessary and inconsistent with the comprehensive terms of section 3.6.

Section 4.12 – Referral to Class A Members

Section 4.12 allows a group comprised of not less than 30% of the Board of Directors to require that any matter be presented to Class A Members for their approval and determination. It is recommended that section 4.12 be removed.

Explanation: Section 4.12 is an example of a provision which may have been logical in the early stages of the Company's development when founding shareholders expected significant influence over Company decisions while the Company was in its early stages. Given the current size and sophistication of the Company, and the extent of the Shareholder base which has since broadened significantly, the provisions of section 4.12 are not considered necessary or consistent with best governance practices which distinguish clearly between matters on which shareholders have voting entitlements and matters which are within the Board's authority.

Section 6.1 – Service Committees

Section 6.1.4 specifies that either the chair or vice-chair of each Service Committee shall be a representative of an organization which not only utilizes the radio system but also receives dispatch services from E-Comm. It is recommended that this requirement be removed as a Members' Agreement obligation, but rather that each Service Committee would be free to establish such a protocol in its discretion.

Explanation: As the User Committee’s mandate does not extend to dispatch services, this provision is somewhat illogical and potentially makes subsequent governance changes (such as to include dispatch services agencies within E-Comm’s governance model) less logical. The Service Committees could still choose to adopt this protocol in its discretion or under its terms of reference, if there is no other like forum for clients of dispatch services. This is a minor change but one which removes what might prove to be an inconsistency with future governance changes.

Section 10.1 – Winding Up or Dissolution

A change to section 10.1 to lower the voting approval threshold for a winding-up or dissolution of the Company to 2/3 of the votes cast by all Members rather than 2/3 of all outstanding shares is proposed.

Explanation: A change to the voting approval threshold on winding up or dissolution is proposed for the same reasons as, and for consistency with, the proposed changes to 2.5.1.

Section 14.3 – Amendments

A change to section 14.3 to calculate the voting approval threshold for amendments to the Agreement (except for extraordinary matters and other matters expressly requiring a greater level of support) from 50% or more of the outstanding Class A shares to a simple majority (50% or more of votes cast on a matter) is recommended.

Explanation: Consistent with the changes proposed to 2.5.1 and 10.1, it is proposed that the requirement for a simple majority of the Members be calculated on votes cast rather than votes outstanding.

ARTICLES OF THE COMPANY

Article 11 – Votes by Members

Article 11.1

It is proposed that Article 11.1, which currently states:

“11.1 The majority of votes required to pass a special resolution at a meeting of shareholders is not less than 75% of the votes cast on the resolution.”;

be revised by deleting “75%” and substituting “2/3”.

Explanation: Under the Business Corporations Act, companies may choose the voting approval required for matters requiring approval by special resolution, within the range of 2/3 of vote cast by shareholders to 3/4 of votes cast by shareholders. Consistent with the reasons given above with respect to an appropriate special Shareholder voting threshold given E-Comm’s current size and maturity, it is proposed that section 11.1 be revised to stipulate that a special resolution requires support of 2/3 of votes cast.

Article 11.9

Article 11.9(a) provides that amendments to certain Articles (3.3, 3.4, 3.5, 12.1, 13.6, 19.1 or 25.1), as well as any winding-up or dissolution of the Company, or any other matter on which the Members’ Agreement requires approval by 75% of the votes attached to the shares held by all Members, requires approval by a majority of not less than 75% of the votes attached to the Class A and Class B Shares.

Article 11.9(b) provides that matters on which the Members’ Agreement requires approval by a vote of not less than 2/3 of the votes attached to all shares held by all of the Members shall similarly require approval by a majority of not less than 2/3 of the votes attached to all Class A and Class B Shares.

It is proposed that Article 11.9 be revised to be consistent with the proposed changes to the Members' Agreement which would set the special voting threshold as a 2/3, rather than a 75% majority, calculated on votes cast rather than shares outstanding.

Explanation: Consistent with, and assuming approval of, the proposed changes to the Members' Agreement which would reduce the requirement for extraordinary matter voting from 75% of votes outstanding to 2/3 votes cast, it is proposed that the language referencing the higher voting requirement in Article 11.9 (a) be removed as redundant, and that Article 11.9 (b) be revised to designate the 2/3 majority as being tallied on votes cast rather than votes outstanding, again, consistent with the proposed amendments to the special majority voting thresholds in the Members' Agreement.

Article 25 - Restrictions

Article 25.1 restricts the Company from carrying on any business other than the primary and additional purposes which are set out in the Emergency Communications Corporations Act, but the restriction is not completely aligned with the language of the Act nor the definition of Purpose in the Members' Agreement because:

- (a) it contains the potentially restrictive language that the provision of all services must be "all in the interests of civic improvement and for the benefit of the public residing within the territory in which the Company operates"; and
- (b) it fails to reference the potential for a broadening of the authorized activities by regulation under the Act (in this respect it differs from the definition of Purpose in the Members' Agreement).

Together with the change described above, under Members' Agreement – Section 2.1 – Purpose of the Company, this matter is the Second Proposal to be put forward to the Special Meeting – item number 2 in the form of Proxy.

Explanation: It is proposed that the language described in (a) above be removed, as it does not align with the Act's language and is potentially restrictive, and that the language: "and any other purpose prescribed by regulation under the ECC Act for the Company from time to time" be added, to allow for other authorized activities pursuant to any such regulation without requiring that the Articles be amended.

These changes, while minor in nature, are recommended so that the Company's definition is no more narrow than, and potentially as expansive as, the definition of Purpose prescribed by the Act. This change would also bring the Members' Agreement provisions as to Purpose in alignment with the Articles.

**MEMBERS' AGREEMENT
(Fourth Restatement)**

**E-COMM EMERGENCY COMMUNICATIONS
FOR BRITISH COLUMBIA INCORPORATED**

**MEMBERS' AGREEMENT
(Fourth Restatement)**

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**MEMBERS' AGREEMENT
(Fourth Restatement)**

This amended and restated MEMBERS' AGREEMENT is made effective July 1, 2021.

AMONG:

Each of the persons who are or become members of **E-Comm
Emergency Communications for British Columbia
Incorporated**, as herein set forth or pursuant to Schedule B
(the "Members")

AND:

**E-Comm Emergency Communications for British Columbia
Incorporated**, a company duly incorporated under the laws of
the Province of British Columbia
(the "Company")

WHEREAS:

- A. The Company was incorporated under the *Company Act*, R.S.B.C. 1996, c. 59, for the Purpose (as hereinafter defined) and has been recognized under the Business Corporations Act;
- B. Certain Municipalities, the City of Vancouver, Government Agencies, Regional Districts, Police Boards, or the Provincial government (all as hereinafter defined) have become or wish to become Members of the Company;
- C. The Members entered into a Members' Agreement made effective October 1, 1997 (the "Original Agreement"), as amended in accordance with the ECC Act effective on each of September 17, 2001, May 21, 2004, July 23, 2007, August 12, 2008, and July 1, 2010 (the Original Agreement, as so amended, is called the "Current Agreement") to govern their relationship as Members of the Company and the respective rights and obligations of each of the parties in their capacity as Members with respect to the operating activities and business dealings of the Company;
- D. Concurrently with their approval of the amendments made effective May 21, 2004, the Members adopted the Members' Agreement – First Amendment and Restatement that restated the Original Agreement to incorporate the amendments made effective on September 17, 2001 and May 21, 2004;
- E. Concurrently with their approval of the amendments made effective August 12, 2008 the Members' adopted the Members' Agreement – Second Restatement that further restated the Original Agreement to incorporate the amendments made effective on July 23, 2007 and August 12, 2008;

- F. Concurrently with their approval of the amendments made effective July 1, 2010 the Members adopted the Members' Agreement – Third Restatement that further restated the Original Agreement to incorporate the amendments made effective on September 17, 2001, May 21, 2004, July 23, 2007, August 12, 2008 and July 1, 2010;
- G. The parties wish to make certain amendments to the Current Agreement to make certain agreed amendments; and
- H. The parties wish to restate the terms of the Current Agreement as the Members Agreement – Fourth Restatement.

NOW THEREFORE in consideration of the mutual covenants herein contained, the sum of Two Dollars (\$2.00), now paid by each of the parties hereto to all of the other parties, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, the parties to this Agreement covenant and agree, each with the other, as follows:

1. INTERPRETATION

1.1 DEFINITIONS

Where used in this Agreement, the following words and terms shall have the meanings indicated below:

- 1.1.1 "Additional Members" means any Potential Member who becomes a Member of the Company;
- 1.1.2 "Additional Purpose" has the meaning set out in Section 2.1.1.2 hereof;
- 1.1.3 "Agreement" means this agreement and all attached Schedules attached;
- 1.1.4 "Articles" means the articles of the Company as deposited in the Company's records office under the *Business Corporations Act*, as amended from time to time;
- 1.1.5 "Authorized Capital Budget" has the meaning set out in Section 7.4;
- 1.1.6 "Authorized Operating Budget" has the meaning set out in Section 7.3;
- 1.1.7 "BCEHS" means British Columbia Emergency Health Services, responsible for operating the British Columbia Ambulance Service under the *British Columbia Emergency Health Services Act*;
- 1.1.8 "Board" shall mean the board of directors of the Company as it is constituted from time to time;
- 1.1.9 "Class A Member" means a Member holding a Class A Share;
- 1.1.10 "*Business Corporations Act*" means the *Business Corporations Act* (British Columbia) as amended from time to time and includes the regulations to that act;
- 1.1.11 "Class B Member" means a Member holding a Class B Share;

- 1.1.12 “Class A Shares” means the Class A Shares without par value of the Company;
- 1.1.13 “Class B Shares” means the Class B Shares without par value of the Company;
- 1.1.14 “Company Services” mean the holding, management and allocation of radio spectra; the provision of radio communications; the management and maintenance of radio systems and related infrastructure and equipment; the provision of mobile data services; the provision of 911 and non-emergency call answering and call taking, switching and recording; the provision of dispatch services; the provision of emergency disaster communications; the provision of emergency response communications; the provision of emergency management information systems; and the maintenance of management information systems and other technology related to the delivery of emergency services;
- 1.1.15 “Confidential Information” means information having a strategic, economic, or operational value that is not generally known regarding the business, affairs, and operations of the Company, any of the Members or any Special User, whether determined by the *ECC Act* or otherwise to be property of a Member or a Special User, and any information whether oral, written or otherwise which is considered of a strategic or confidential nature;
- 1.1.16 “Cost Sharing Formula” means the cost sharing formula for Police Services, Fire Services, Ambulance Services and Municipal Services set out in Schedule C, as may be amended from time to time in accordance with this Agreement;
- 1.1.17 “Designated Company Service” means each of Police Services, Fire Services, Ambulance Services, and Municipal Services and such other general categories of Company Services as may be designated by the Board as contemplated in Section 4.10.8;
- 1.1.18 “Designated Group of Members” has the meaning set out in Section 4.2.1.5;
- 1.1.19 “emergency service agency” has the meaning given in the *Emergency Communications Corporations Act*;
- 1.1.20 “E-Comm System” means the wide area radio system operated by the Company, including all rights, properties, infrastructure and equipment related thereto;
- 1.1.21 “*ECC Act*” means the *Emergency Communications Corporations Act* (British Columbia) as amended from time to time and includes the regulations to that act;
- 1.1.22 “Established Standards of Service” means the standards of service established by the User Committee for Police, Fire, Ambulance or Municipal Services;
- 1.1.23 “Federal government” means Her Majesty the Queen in Right of Canada;

- 1.1.24 “Government Agency” means an agent of, or a corporation that is wholly owned by, the Provincial government, the Federal government, a Municipality or a Regional District;
- 1.1.25 “Independent Directors” has the meaning set out in Section 4.2.6;
- 1.1.26 “*Local Government Act*” means the *Local Government Act* (British Columbia) as amended from time to time and includes the regulations made pursuant to that act;
- 1.1.27 “Members” shall mean, collectively, the Class A Members and the Class B Members;
- 1.1.28 “Metro Vancouver” means the Metro Vancouver Regional District;
- 1.1.29 “Municipality” means a municipality established pursuant to the *Local Government Act* and Vancouver;
- 1.1.30 “New Services” means any Police, Fire, Ambulance or Municipal Services, which are to be provided by the Company to its Members or the Special Users, and which are not contemplated in the Cost Sharing Formula or which are provided, from time to time, by the Company in any area not covered in that Cost Sharing Formula, as a result of the phased development of the E-Comm System;
- 1.1.31 “Notice of Articles” means the notice of articles of the Company as filed with the Registrar of Companies under the *Business Corporations Act*, as amended from time to time;
- 1.1.32 “Notifying Member” shall have the meaning set out in Section 3.5;
- 1.1.33 “Paying Members” shall have the meaning set out in Section 8.1;
- 1.1.34 “person” includes a corporation, partnership, party, Municipality, Regional District, Police Board, Government Agency, Provincial government or Federal government;
- 1.1.35 “*Police Act*” means the *Police Act* (British Columbia) as amended from time to time and includes the regulations to that act;
- 1.1.36 “Police Board” means an organization operating a police force or police department providing police services to the public, including a municipal police board under the *Police Act*, but not including the RCMP;
- 1.1.37 “Policing Agreement” means the agreement between the Federal government and the Provincial government pursuant to which the services of the RCMP are provided to Municipalities, as amended, extended or replaced from time to time;
- 1.1.38 “Potential Members” means any Municipality, Regional District or Police Board, the Provincial government, the Federal government, and any Government Agency or emergency services agency;

- 1.1.39 "President" means the President or, in place of the President, an acting-President, appointed for the Company from time to time;
- 1.1.40 "Primary Purpose" has the meaning set out in Section 2.1.1.1 hereof;
- 1.1.41 "Provincial government" means Her Majesty the Queen in Right of the Province of British Columbia;
- 1.1.42 "Purpose" means the Additional Purpose and the Primary Purpose;
- 1.1.43 "Rates" means the rates assessed by the Company against the Members and the Special Users and payable by them, under this Agreement or under a Special User Agreement, for Police Services, Fire Services, Ambulance Services and Municipal Services, as determined pursuant to the Cost Sharing Formula then in effect;
- 1.1.44 "RCMP" means Royal Canadian Mounted Police;
- 1.1.45 "Regional District" means a regional district under the *Local Government Act*;
- 1.1.46 "Service Committee" means any service committee established as contemplated in Section 6.1;
- 1.1.47 "Shares" means the Class A Shares and the Class B Shares;
- 1.1.48 "Special User" means a Government Agency that is prohibited by law from holding a Share;
- 1.1.49 "Special User Agreement" means the agreement between a Special User and the Company with respect to the delivery of some or all of the Company Services to that Special User, as amended from time to time, and includes the existing agreement between the Company and the RCMP;
- 1.1.50 "User Committee" means the User Committee established as contemplated in Section 6.2; and
- 1.1.51 "Vancouver" means the City of Vancouver, a municipality established pursuant to the *Vancouver Charter*, an act of the Province of British Columbia, as from time to time amended.

1.2 QUANTITY AND GENDER

In this Agreement, the singular number shall include the plural number and vice versa, and any gender used shall be deemed to include the feminine, masculine, or neuter gender.

1.3 HEADINGS AND CAPTIONS

The headings and captions of articles, sections, and paragraphs in this Agreement have been inserted for convenience of reference only and such headings and captions are not a part, and shall not be deemed in any manner to modify, explain, enlarge, or restrict any of the provisions, of this Agreement.

1.4 SEVERABILITY

If any provision of this Agreement shall be held invalid, illegal, or unenforceable in any jurisdiction, such provision shall be severed from this Agreement in such jurisdiction and the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired.

1.5 ACCOUNTING TERMS

All accounting terms not specifically defined in this Agreement shall be construed in accordance with Canadian generally accepted accounting principles

1.6 RECITALS AND SCHEDULES

The recitals set out in this Agreement are deemed to be a part of this Agreement and the Schedules identified below (and any other supplementary schedules, appendices, or exhibits referred to in such Schedules) are incorporated by reference and made a part of this Agreement as fully as if they were set out in full. The Schedules are identified as follows:

Schedule A - Articles of the Company

Schedule B - Agreement to be Bound

Schedule C - Cost Sharing Formula for Police, Fire, Ambulance, and Municipal Services

2. THE COMPANY

2.1 PURPOSE OF THE COMPANY

2.1.1 The Company has been incorporated, and will be operated, for the following:

2.1.1.1 the provision of emergency communications and related services to its Members (the "Primary Purpose"); and

2.1.1.2 the provision of communication and related services, for public safety and public service, to Municipalities, Regional Districts, the Provincial government, the Federal government, Governmental Agencies, emergency service agencies, Police Boards, BCEHS and Special Users, whether or not they are Members;

and any other purpose prescribed by regulation under the *ECC Act* for the Company from time to time (collectively, the "Additional Purpose").

2.1.2 Pursuant to the Purpose, the Company may provide Company Services to its Members and to Special Users; provide related administrative and technical services; own, hold or lease and manage any real property, and any property and equipment forming part of the E-Comm System; and provide technical and other related services and expertise of the Company to other persons.

2.2 ARTICLES OF THE COMPANY

The Articles of the Company are in the form appended as Schedule A, as may be subsequently amended in accordance with their terms and this Members' Agreement.

2.3 SHARE STRUCTURE

The authorized share structure of the Company consists of 500 Shares divided into 350 Class A Shares and 150 Class B Shares.

2.4 SPECIAL RIGHTS AND RESTRICTIONS WITH RESPECT TO SHARES

2.4.1 The holders of Class A Shares shall have the right to vote on all matters which may be voted on under the *Business Corporations Act* or the Articles by a Member of the Company and shall have one vote per share.

2.4.2 In addition to those matters which under the *Business Corporations Act* require the vote by holders of Class B Shares, the holder of a Class B Share will only have the right to vote on the following matters:

2.4.2.1 the winding up or dissolution of the Company;

2.4.2.2 any amendment to the Purpose;

2.4.2.3 any matter with respect to which the holder of a Class B Share is provided a vote in Section 2.5;

2.4.2.4 any amendment to: (a) Section 3.6 or (b) any provision of the Articles pertaining to the admission of Additional Members; and

2.4.2.5 any amendment to Section 4.2 relating to the designation and election of directors.

The holders of Class B Shares shall have one vote per share.

2.5 VOTES BY MEMBERS ON EXTRAORDINARY ITEMS

The following matters, in addition to any other matters required by the *Business Corporations Act* or the Articles to be submitted to Members for approval, shall be submitted to those Members, as hereinafter provided, for the following approvals:

2.5.1 for approval by a vote of not less than two-thirds of the votes cast by all Members on a resolution for:

2.5.1.1 the winding up or dissolution of the Company;

2.5.1.2 any amendment to (a) Section 3.6; or (b) any provision of the Articles pertaining to: (i) the admission of Additional Members; or (ii) the provision of additional Designated Company Services to an Additional Member;

2.5.1.3 any amendment to Section 4.2 relating to the designation and election of directors; and

2.5.1.4 any amendment to the Purpose;

2.5.2 for approval by a vote of not less than two-thirds of the votes cast by Members located within the area in which the Company proposes to provide such New Services, any cost sharing formula or rate establishment formula for the provision of New Services other than the Cost Sharing Formula;

- 2.5.3 for approval by a vote of not less than two-thirds of the votes cast by Members located within the area in which the Company is or proposes to provide Police, Fire, Ambulance or Municipal Services as a result of the phased build-in of the E-Comm System, any change or amendment to the cost sharing formula for such then existing Company Services (including the Cost Sharing Formula); and
- 2.5.4 for approval by a vote of not less than two-thirds of the votes cast by Members holding Class A Shares, any borrowings of the Company in excess of that set out in an Authorized Operating Budget or an Authorized Capital Budget.

2.6 ACQUISITION OF AND HOLDING OF SPECTRA

- 2.6.1 Subject to the applicable federal legislation, a Member hereby assigns or transfers to the Company or consents to the assignment or transfer to the Company of all licences and authorities for radio spectra held by the Member that are related to the Company Services which the Company provides to the Member, such assignment or transfer to be effective at such time as required by the Company.
- 2.6.2 The Company hereby declares that it holds or will hold all radio spectra acquired by it, whether as acquired as contemplated in Section 2.6.1 hereof or otherwise, to be used for the benefit of Members, the RCMP and other persons as contemplated herein.

2.7 USE OF RADIO SPECTRA

The Board may establish rules and regulations for the use of the radio spectra held by the Company.

2.8 OWNERSHIP OF EQUIPMENT

The Members acknowledge that all equipment forming part of the E-Comm System shall be owned by the Company including all equipment assigned for the exclusive use by a particular Member, and that the Board may establish rules for the use and holding of such equipment.

2.9 AGREEMENT NOT TO USE PROPERTY

Each of the Members, which is a Municipality or a Regional District, hereby agrees that in the event of an emergency, disaster or other similar occurrence within its jurisdiction, it will not use any powers or authorities which it may have, by statute or otherwise, to acquire and use, in any manner other than as specifically set out in this Agreement, any of the property and assets of the Company.

3. MEMBERS AND ISSUE OF SHARES

3.1 ISSUE OF SHARES

- 3.1.1 A Potential Member may, by written notice to the Company, subscribe for a Class A Share for a Designated Company Service for which it does not otherwise hold a Class A Share or a Class B Share, which it agrees, at the time it subscribes for that Class A Share, to receive from the Company when the Company is able to provide such Designated Company Service to which the

Class A Share relates to that Potential Member, by subscribing for such shares, entering into this Agreement and agreeing to be bound by the terms of this Agreement, all by the execution of an agreement substantially in the form attached as Schedule B hereto. Upon receipt by the Company of that agreement and the subscription price for the number of Class A Shares so subscribed for, the Company will issue to that Potential Member a Class A Share for that Designated Company Service and that Potential Member shall become an Class A Member.

- 3.1.2 Any one of the Potential Members may by written notice to the Company, subscribe for a Class B Share for a Designated Company Service for which it does not otherwise hold a Class A Share or a Class B Share, which it may in the future wish to receive from the Company when the Company is able to provide such Designated Company Service to that Potential Member by subscribing for such shares, entering into this Agreement and agreeing to be bound by the terms of this Agreement, all by the execution of an agreement substantially in the form attached as Schedule B. Upon receipt by the Company of that agreement and the subscription price for the number of Class B Shares so subscribed for, the Company will issue to the Potential Member a Class B Share for that Designated Company Service and that Potential Member shall become an Class B Member. The issue of a Class B Share to a Potential Member for a Designated Company Service shall entitle that Member to convert the Class B Share to a Class A Share in the manner as provided in Section 3.4 when it wishes to receive the Designated Company Service to which that Class B Share relates. No Class B Shares will be issued other than to Potential Members for Designated Company Services in respect of which the Potential Member may receive a Class A Share.
- 3.1.3 Notwithstanding the terms of Sections 3.1.1 and 3.1.2, no Class A Shares or Class B Shares will be issued to the Province or to a Government Agency established to hold a Share in place of a Special User, unless after the Class A Shares or Class B Shares are issued to the Province or that Government Agency, as the case may be, such shares (including all such shares issued and outstanding in the name of all such Government Agencies) represent 10% or less of the issued and outstanding Class A Shares or Class B Shares, as the case may be.
- 3.1.4 Any membership by a Municipality in the Company shall become effective upon the adopting of a by-law as contemplated by Section 4(2)(a) of the *ECC Act*, notwithstanding the date that such Municipality executed this Agreement or an agreement in the form as set out in Schedule B.
- 3.1.5 All Shares shall be issued at a price of \$10.00 per share.

3.2 EFFECT OF HOLDING CLASS A SHARE

Upon a Member acquiring a Class A Share, that Member shall have agreed to use the Company for the Designated Company Service to which the Class A Share relates, when that Designated Company Service can be provided by the Company and shall have agreed to be bound by the terms and conditions of this Agreement.

3.3 FAILURE OF COMPANY TO DELIVER DESIGNATED COMPANY SERVICES

If the Company shall fail to deliver any Designated Company Services to a Class A Member as a result of the failure to complete the E-Comm System or the failure of the Company to accept the E-Comm System, and upon approval of the Board, the Class A Shares or the Class B Shares for any Member in an area in which the E-Comm System is not operating or is proposed not to be operating may be cancelled, without penalty, and that Member shall cease to be a Member hereunder.

3.4 CONVERSION OF CLASS B SHARES

A Class B Member may convert a Class B Share held for a Designated Company Service to a Class A Share for any Designated Company Service upon giving written notice to the President that the Class B Member wishes to commence receiving that Designated Company Service from the Company, such written notice to be given not later than June 30 of any year with respect to a Designated Company Service proposed to be received in the following year, and the President shall use reasonable efforts to facilitate that Class B Member receiving that Designated Company Service within a timely manner. Upon the commencement of delivery of that Designated Company Service to the Class B Member, the Class B Share for that Designated Company Service will be deemed to have been converted into a Class A Share, a Class A Share shall be issued therefor and the Class B Share will be cancelled.

3.5 NOTICE OF CONSOLIDATED DISPATCH SYSTEM

If a Class A Member receiving a Designated Company Service or a holder of a Class B Share with respect to a Designated Company Service (in each case the "Notifying Member") wishes to receive the consolidated dispatch services being or to be provided by the Company and the Company can or will be able to provide that consolidated dispatch service to that Member, the Notifying Member shall give not less than six months written notice to the President, requesting that the Company provide the consolidated dispatch service to the Member. The President shall use reasonable efforts to facilitate the Notifying Member receiving the consolidated dispatch services within a timely manner.

3.6 ISSUE OF SHARES TO ADDITIONAL MEMBERS

3.6.1 Notwithstanding any other provisions hereof, any Municipality within the service area of the E-Comm System, which is receiving municipal police services from the RCMP under an agreement between the Municipality and the Provincial government and with respect to which such police services are using the E-Comm System, may subscribe for and be issued a Class A Share for Police Services, upon:

- 3.6.1.1 the Municipality entering into and agreeing to be bound by the terms of this Agreement by execution of an agreement substantially in the form as attached as Schedule B;
- 3.6.1.2 the Municipality passing a by-law as contemplated by Section 4(2)(a) of the *ECC Act*; and
- 3.6.1.3 the receipt by the Company of the subscription for and subscription price for the Class A Shares,

in which event the Board will by resolution issue a Class A Share to that Municipality for Police Services and that Municipality shall upon that issue be an Additional Member.

3.6.2 Notwithstanding Section 3.6.1, the Board may, by resolution as herein provided, issue one Class A Share for a Designated Company Service to any Potential Member who is not a Current Member or to an Additional Member for any Designated Company Service subscribed for or requested after that person becomes an Additional Member, if the Potential Member or Additional Member, as the case may be, has a role in fulfilling the Purpose and the provision of the Designated Company Service or Services to that Potential Member or Additional Member would be for the benefit of the public, provided that:

3.6.2.1 the E-Comm System and the Company have sufficient capacity to provide the Designated Company Service or Services being requested by the Potential Member or Additional Member without any significant impairment to the Company Services then being provided to Members and Special Users, and anticipated to be provided to the Members then holding Class B Shares; and

3.6.2.2 the Potential Member enters into and agrees to be bound by the terms of this Agreement by execution of an agreement substantially in the form of Schedule B hereto and in the case of a Municipality passes the by-law contemplated by Section 4(2)(a) of the *ECC Act*,

and upon the issue of a Class A Share, a Potential Member shall be an Additional Member.

3.7 SPECIAL USER AGREEMENTS

3.7.1 The Company shall enter into the Special User Agreement with the RCMP for the provision of Company Services to the RCMP which agreement will effectively provide that the RCMP will fulfil the financial obligations with respect to Police Services as if it were a Class A Member. The Special User Agreement may be executed between the RCMP, as a Special User, and the Company at any time notwithstanding when the Government Agency established by the Federal government for the purposes of holding a Class A Share in place of the RCMP becomes a Member.

3.7.2 Subject to Section 4.11.3, the Company may enter into a Special User Agreement with any Special User in addition to the RCMP for the provision of some or all of the Company Services to that Special User, provided that:

3.7.2.1 the Special User has a role in fulfilling the Purpose and the provision of some or all of the Company Services to that Special User would be for the benefit of the public;

3.7.2.2 the E-Comm System and the Company have sufficient capacity to provide the Company Services being requested by the Special User without any significant impairment to the Company Services then

being provided to Members and other Special Users, and anticipated to be provided to the Members then holding Class B Shares; and

- 3.7.2.3 the Special User Agreement effectively provides that the Special User will fulfil its financial obligations with respect to the Company Services received by it as if it were a Class A Member.

Subject to Section 4.11.3, a Special User Agreement may be executed between a Special User and the Company at any time notwithstanding when the Government Agency established for the purposes of holding a Class A Share in place of that Special User becomes a Member.

4. BOARD OF DIRECTORS

4.1 BOARD OF DIRECTORS

The Company shall have a Board comprised of not less than three nor more than twenty-five directors, with the actual number of directors as determined by the Class A Members as provided below.

4.2 DESIGNATION AND ELECTION OF DIRECTORS

4.2.1 The Members shall be entitled to designate directors as hereinafter provided:

- 4.2.1.1 one individual designated by the BCEHS;
- 4.2.1.2 one individual designated by Vancouver;
- 4.2.1.3 one individual designated by the Vancouver Police Board;
- 4.2.1.4 one individual designated by the following group:
 - (a) each Police Board which directly holds a Class A Share or Class B Share, other than Vancouver Police Board and Delta Police Board; and
 - (b) each Police Board which has a Class A Share or Class B Share in respect of Police Services held by its respective municipality, other than Vancouver Police Board and Delta Police Board;
- 4.2.1.5 such number of individuals as are set forth below, to be designated by the following designated group of Class A Members or Class B Members (each group being called a "Designated Group of Members"), if one or more of the Municipalities within a Designated Group of Members is a Class A Member or a Class B Member, as hereinafter set forth:

No. of Individuals which may be Designated	Designated Group of Members
1	West Vancouver, North Vancouver City, North Vancouver District and Lions Bay

- | | |
|--------|---|
| 1 or 2 | 2 individuals if Burnaby, together with any one or more of New Westminster, Coquitlam, Port Moody, Port Coquitlam, Anmore and Belcarra are a Member; provided however that if Burnaby is not a Member, any one or more of New Westminster, Coquitlam, Port Moody, Port Coquitlam, Anmore and Belcarra which is a Member can designate 1 individual to be a director |
| 1 | Richmond |
| 2 | Surrey, White Rock, Langley City and Langley District |
| 1 | Delta and the Delta Police Board |
| 1 | Maple Ridge, Pitt Meadows and Mission |
| 1 | Abbotsford, Chilliwack and Fraser Valley Regional District |
| 1 | Squamish, Lillooet and Sechelt; |

and

- 4.2.1.6 One individual designated by all other Members holding Class A Shares and Metro Vancouver, other than as set forth in Sections 4.2.1.1 to 4.2.1.5, inclusive.
- 4.2.2 The RCMP, and in replacement therefor upon the Government Agency referred to in Section 3.7.1 becoming a Class A Member, that Government Agency, shall be entitled to designate one individual to act as director;
- 4.2.3 If provided in a Special User Agreement entered into pursuant to Section 3.7.2 or if otherwise authorized by the Board under Section 4.11.3, each Special User, and in replacement therefor upon the Government Agency for that Special User referred to in Section 3.7.2 becoming a Class A Member, that Government Agency, shall be entitled to designate one individual to act as director;
- 4.2.4 The group comprised of: the Capital Regional District and those Vancouver Island police agencies, including any RCMP detachment, to which the Company provides police dispatching services -shall be entitled to designate one individual to act as director;
- 4.2.5 The Provincial government, acting through the Ministry of Public Safety and Solicitor General, whether it holds a Class A Share or not, shall be entitled to designate two individuals to act as directors;
- 4.2.6 Subject as hereinafter provided, the directors designated pursuant to Sections 4.2.1, 4.2.2, 4.2.3 and 4.2.4 shall designate four additional persons, independent from the Members, to be directors of the Company (the

"Independent Directors"), who have an interest or expertise in the Purpose or the Company Services to be provided by the Company.

- 4.2.7 The Members agree to vote their Class A Shares for the election as directors of the persons designated pursuant to Sections 4.2.1, 4.2.2, 4.2.3, 4.2.4, 4.2.5 and 4.2.6.
- 4.2.8 For the purposes of Section 4.2.1.5, upon anyone or more Municipalities within a Designated Group of Members becoming a Class A Member or a Class B Member, such Municipality or Municipalities will be entitled to designate the individual to be a director for the purposes of Section 4.2.1.5. As additional Municipalities within that Designated Group of Members become Class A Members or Class B Members, as the case may be, such additional Municipalities shall be deemed to have agreed to the individual as designated and elected a director for that Designated Group of Members and no changes will be required to be made with respect to any such individual, unless such individual shall cease to be a director in any other manner such as resignation, until the next following annual general meeting or annual consent resolution. Prior to any annual general meeting or annual consent resolution of the Class A Members, a Designated Group of Members shall agree on the individual to be designated by them for the purpose of Section 4.2.1.5 within a time period sufficient for that individual's name to be placed before the Class A Members, as determined by the Board.

4.3 VACANCIES ON BOARD

Any vacancies on the Board created by an individual designated under Section 4.2.1, 4.2.2, 4.2.3, 4.2.4 or 4.2.5 shall be filled by an individual designated by the Member or Members who designated the individual who is no longer a director, the Special User who designated the individual who is no longer a director, or the Provincial government, as the case may be, and any vacancies in any Independent Directors shall be filled by the remaining directors in accordance with Section 4.2.6.

4.4 NO RESTRICTIONS ON AFFILIATION TO MEMBERS

Directors designated pursuant to Section 4.2.1 may be appointed or elected officials from a Member or may be persons from the general public with no affiliation to a Member.

4.5 REMUNERATION FOR DIRECTORS

Directors shall be entitled to fees for acting as a director of the Company, as determined in an Authorized Operating Budget. All directors may be paid reasonable expenses incurred when acting as directors.

4.6 QUORUM AT DIRECTORS MEETINGS

The quorum for all meetings of the Board shall consist of a majority of the directors. Meetings of the Board shall be held in accordance with the Articles of the Company and this Agreement.

4.7 EXECUTIVE MEMBER OF THE BOARD

The President of the Company shall be an executive member of the Board and as such shall be entitled to be present at all meetings of the Board and to take part in all discussions at meetings

of the Board but shall not have any right to vote at any such meeting. The Secretary of the Company shall send notice of all meetings of the Board to such executive member, including all materials provided to the directors, at the same time and in the same manner as notice is provided to such directors.

4.8 REMOVAL OF DIRECTOR

The Members shall not otherwise vote to remove a director unless the Member, Designated Group of Members, the Special User, the Province, or the nominating group described at section 4.2.4, whichever designated such director, shall agree to such director's removal.

4.9 MEETINGS OF THE BOARD

- 4.9.1 At least 4 meetings of the Board shall be held in each calendar year, such meetings to be held on a quarterly basis. Meetings of the Board may also be called by the Chair of the Board, by the Chair's initiative or if requested by the President or the User Committee. If the President or the User Committee shall request in writing to the Chair of the Board that a meeting of the Board be called, the Chair shall convene a meeting of the Board to be called and held within one month or such other period as is reasonably practicable, of such request; provided however that if such meeting is of a material or emergency nature, the Chair shall convene the meeting of the Board within two weeks of such request.
- 4.9.2 The Chair of the Board shall have a second or casting vote at any meetings of the Board or of the Members.
- 4.9.3 The Secretary of the Company shall give each director and the President, at least 7 days notice of each meeting of the Board and a reasonable description of the matters to be discussed at such meeting, except that failure to receive notice or adequate notice shall not invalidate the proceedings of any meeting if each director gives to the Company, before or after the meeting, a signed waiver of such notice. Notwithstanding the foregoing, notice of any meeting may be waived by consent in writing of all directors.

4.10 BOARD DUTIES

The Board will, subject to the terms of this Agreement, supervise the general management of the business and affairs of the Company to ensure compliance with the Purpose and otherwise, with the authority to overview the general management of the Company, and supervise and give direction to the President in accordance with the Articles, the *Business Corporations Act*, the *ECC Act* and this Agreement. Notwithstanding the generality of the foregoing, the Board shall be responsible for the following:

- 4.10.1 subject to receiving and considering the advice of the User Committee with respect to President selection, the appointment of the President and the approval of the contract of employment for the President, including terms and conditions of employment, provided that any contract shall not exceed five years in length, shall provide for earlier termination by the Board and shall be renewable at the discretion of the Board;
- 4.10.2 subject to receiving and considering the advice of the User Committee, the duties and authority of the President;

- 4.10.3 the approval of the Authorized Operating Budget, as provided in Section 7.3;
- 4.10.4 the approval of the Authorized Capital Budget, as provided in Section 7.4;
- 4.10.5 subject to receiving and considering the advice of the User Committee, the establishment of Rates, other than as provided in the Cost Sharing Formula, which will be, to the extent practicable, fair and equitable to all Members and Special Users, considering all factors deemed necessary;
- 4.10.6 the determination and approval of all long term capital requirements of the Company;
- 4.10.7 the designation of any of the Company Services into categories of Designated Company Services, in addition to Fire Services, Police Services, Ambulance Services and Municipal Services, which are agreed to be Designated Company Services; and
- 4.10.8 the approval of all borrowings of the Company.

4.11 APPROVALS BY BOARD

All decisions taken by the Board shall be deemed to have been approved only if passed by a majority of the directors present at the meeting of the Board, except for the following matters which must be approved by not less than two-thirds of the directors present at the meeting:

- 4.11.1 the approval of any Authorized Operating Budget and/or Authorized Capital Budget which cumulatively will increase the Rates charged to Members and Special Users by more than two times the inflation rate in British Columbia from those charges in the previous year's Authorized Operating Budget and Authorized Capital Budget;
- 4.11.2 the entering into, amendment to or termination of a Special User Agreement with a Special User, including the determination of whether that Special User will have the right to designate a director for election to the Board pursuant to Section 4.2.3.

4.12 REPORTING BY DIRECTORS

- 4.12.1 A director who is designated pursuant to Sections 4.2.1, 4.2.2, 4.2.3, 4.2.4 or 4.2.5 hereof shall not be subject to any restriction imposed by the Company with respect to any reporting on matters conducted at meetings of the Board to the Member, Members, the Special User, or the Provincial government who appointed that director, including those Members within the Designated Group of Members and the agencies within the nominating group described at 4.2.4, which designated the director.

5. MANAGEMENT OF THE COMPANY

5.1 OFFICERS

The Company may have such officers as determined by the Board and will have at least three officers including a Chair of the Board, the President and a Secretary.

5.2 SPECIFIC DUTIES OF OFFICERS

- 5.2.1 The Chair of the Board, if present, shall chair meetings of the Board and of the Members. The Chair of the Board shall be a member of the Board and shall be appointed from the Independent Directors.
- 5.2.2 The President shall be the President of the Company. Subject to the general supervision and direction of the Board, the President shall be responsible for the general supervision, management and control of the operations of the Company on a day-to-day basis. The President shall, in fulfilling such duties, operate within the Purpose to provide the services as set forth in Section 2.1 hereof. Subject to the provisions herein relating to the User Committee and approvals required from, or consultations to be held with, the User Committee, the President will consult with the User Committee, from time to time as the President may determine, for advice and direction on the operational implication of decisions proposed for the Company which may affect any Company Services, the operations of the Company, and matters relating to the Authorized Operating Budget or the Authorized Capital Budget.

Within the constraints of the Authorized Budget and the Authorized Capital Budget, and subject to any determination of the Board or the Members, the President shall implement the decisions as so determined. Notwithstanding the generality of the foregoing, the President will:

- 5.2.2.1 manage the operations of the Company to meet the requirements of the users within the Purpose;
- 5.2.2.2 either directly or through the President's designate, meet with the User Committee and Service Committees and assist the User Committee in determining the Established Standards of Services, as hereinafter provided;
- 5.2.2.3 be responsible for the hiring and termination of staff for the Company;
- 5.2.2.4 prepare and submit an annual operating budget and a capital budget for the review of the User Committee and the approval by the Board or Members, as the case may be;
- 5.2.2.5 prepare and deliver following approval of the Board, an annual report to the Members, the Special Users and to the Minister under the *ECC Act* within the time as required thereunder;
- 5.2.2.6 request proposals for delivery of services to the Company, analyze such proposals and submit recommendations on such proposals to the Board for approval, if such approval is required;
- 5.2.2.7 ensure proper record keeping of books and records for the Company as required by law or by the Board; and
- 5.2.2.8 monitor compliance with the Articles, the *Business Corporations Act*, the *ECC Act* and the Agreement by the Members, Board, the User Committee, the Service Committees and the officers.

The President shall report to the Board, and will be an executive member of the Board as set forth in Section 4.7 hereof.

5.2.3 The Secretary shall prepare the agenda for all meetings of the Members and the Board and shall draw up minutes of such meetings and shall be responsible for the safekeeping of the books and records of the Company.

5.3 VACANCY OF OFFICE

Any vacancy of office caused by the resignation, removal, death or incapacity of an officer shall be filled by appointment of the Board.

5.4 SIGNING AUTHORITY

The authorized signing officers of the Company in respect of legal documents or any bank or other financial institution or the opening of any corporate bank accounts shall be as determined by the Board.

5.5 AUDITORS

The Class A Members shall appoint the auditors of the Company from time to time.

5.6 FINANCIAL YEAR END

Until changed by an ordinary resolution of the Members, the financial year-end of the Company shall be December 31.

6. COMMITTEES

6.1 SERVICE COMMITTEES

- 6.1.1 There shall be established for each Designated Company Service provided by the Company such as Fire, Police, Ambulance and Municipal services, a service committee (the "Service Committee"). A Service Committee will be established from time to time.
- 6.1.2 Those Class A Members who hold a Class A Share for a Designated Company Service shall appoint a representative to the Service Committee for that Designated Company Service, provided that the representative so appointed shall be designated by the respective service department of that Member receiving the Designated Company Service. The RCMP shall be entitled to appoint a representative to the Service Committee for Police Services. If specified in a Special User Agreement for a Special User other than the RCMP, that Special User shall be entitled to appoint a representative to one or more Service Committees, as specified in that Special User Agreement. Each Member holding a Class B Share shall be entitled to have a representative appointed by the service department represented by that Class B Share (the "Class B Representative") to attend meetings of the Service Committee.
- 6.1.3 Each representative on a Service Committee, other than a Class B Representative, shall have a vote.

- 6.1.4 Each Service Committee will appoint, from their representatives, a chair and a vice-chair. Each Service Committee will meet, from time to time, as required, to advise the President on the operations of the Company as they affect the Designated Company Service represented by that Service Committee. The President or a designate of the President shall be entitled to be at each meeting of a Service Committee. Meetings of a Service Committee may be called by the Service Committee or by the President.
- 6.1.5 Notwithstanding the foregoing, if there shall be only one Member receiving a Designated Company Service, the Service Committee for that Designated Company Service may establish such rules as it may desire with respect to the number of representatives and related matters for that Service Committee, provided however, that Service Committee shall only be entitled to have its chair or vice-chair as a representative on the User Committee.

6.2 USER COMMITTEE

- 6.2.1 There will be established for the Company, a committee comprised of the chairs and vice-chairs of each of the Service Committees (the "User Committee"). The User Committee shall advise and instruct the President on policies related to the operations of the Company, the delivery of Designated Company Services and the requirements of the users of Designated Company Services within the Established Standards of Service and to meet the Purpose.
- 6.2.2 The User Committee shall, notwithstanding the generality of the foregoing:
 - 6.2.2.1 within the financial budgets from time to time established by the Board, formulate the Established Standards of Service, which shall be formulated with the objective of meeting and maintaining the Primary Purpose;
 - 6.2.2.2 advise the Board on the appointment of the President;
 - 6.2.2.3 review, and provide advice to the Board on, the proposed annual operating budget and proposed annual capital budget; and
 - 6.2.2.4 review, and provide advice to the Board on, the establishment of Rates and any proposed change to the Cost Sharing Formula.
- 6.2.3 The User Committee shall have the right on written notice to the Board specifying the issues to be brought before the Board, with a copy to the President, to require the Chair of the Board to call a meeting of the Board at which the User Committee is represented.

7. FINANCIAL MATTERS AND RECORDS

7.1 BOOKS AND RECORDS

The Company shall keep books of account and records in accordance with generally accepted accounting principles and furnish to each Member and the RCMP copies of such accounting reports and financial statements as herein provided.

7.2 FINANCIAL STATEMENTS

The President shall cause to be made available to each member of the Board, to the Members holding Class A Shares and to each Special User the following financial statements, prepared in accordance with Canadian generally accepted accounting principles:

- 7.2.1 Upon the request of a Class A Member or Special User, as soon as available after the end of each of the first three quarters of each fiscal year, an unaudited balance sheet of the Company as of the end of such quarter, the related statement of changes in financial position for the quarter then ended and, if applicable, the six-month period or nine-month period of such fiscal year then ended; and
- 7.2.2 as soon as available and in any event, within 120 days after the end of each fiscal year, the audited balance sheet of the Company as of the end of such fiscal year and the related statements of earnings and retained earnings and statement of changes in financial position for the fiscal year then ended, all accompanied by an opinion of the Company's auditors.

7.3 AUTHORIZED OPERATING BUDGET

- 7.3.1 Prior to the beginning of each fiscal year and in sufficient time to permit the implementation thereof, the President shall submit to the User Committee for its review, and to the Board for its review and approval, a proposed annual operating budget for such fiscal year which will show the income and expenses for the day to day operations of the Company and the Rates to be charged to Class A Members and the Special Users for the year. The User Committee may, following its review, provide advice to the Board and the President on the proposed annual operating budget.
- 7.3.2 The proposed annual operating budget for a fiscal year shall be approved by the Board following the steps in Section 7.3.1, prior to the commencement of that fiscal year, in any case with such amendments or variations thereto as the Board shall deem appropriate and approve, provided that the Board shall recognize the Purpose. The Board shall consult with the User Committee and consider the advice of the User Committee on the proposed annual operating budget, including any Rates proposed.
- 7.3.3 No later than 90 days or as soon as reasonably practicable after the end of each fiscal quarter, the President shall submit to the Board a report on the statement of accounts of the Company.
- 7.3.4 In this Agreement, "Authorized Operating Budget" means, at any time, the annual operating budget for such time that has been approved by the Board. An Authorized Operating Budget may be amended from time to time by the Board subject as herein otherwise specifically provided.

7.4 AUTHORIZED CAPITAL BUDGET

- 7.4.1 Prior to the beginning of each fiscal year and in sufficient time to permit the implementation thereof, the President shall submit to the User Committee for its review and to the Board for its review and approval, a proposed annual

capital budget for such fiscal year which will provide for all capital expenditures to be made for the Company for that year and any long term capital plans or proposed capital expenditures for any subsequent years. The User Committee may, following its review, provide advice to the President and the Board on the proposed annual capital budget.

- 7.4.2 The proposed annual capital budget for a fiscal year shall be approved by the Board, prior to the commencement of that fiscal year, in any case with such amendments or variations thereto as the Board shall deem appropriate and approve, provided that the Board shall recognize the Purpose. The Board shall consult with the User Committee and consider the advice of the User Committee on a proposed annual capital budget.
- 7.4.3 No later than 90 days or as soon as reasonably practicable after the end of each fiscal quarter, the President shall submit to the Board a report on the statement of accounts of the Company.
- 7.4.4 In this Agreement, "Authorized Capital Budget" means, at any time, the annual capital budget for such time that is approved by the Board. An Authorized Capital Budget may be amended from time to time by the Board, subject as herein otherwise specifically provided.

8. FUNDING BY MEMBERS

8.1 GENERAL REQUIREMENTS OF FUNDING

All funding requirements for the Company shall be as determined by the Board after consultation with the User Committee and any chief financial officer of the Company, and, other than funding which is provided by: (a) organizations who are not Members of the Company; or (b) Members, or other organizations, to which the Company renders Company Services other than Police, Fire, Ambulance and Municipal Services, shall be charged to (i) the Members holding Class A Shares, except the Government Agency holding the Class A Share in place of a Special User, provided however that those Class A Members who receive policing services from the RCMP pursuant to the Policing Agreement will be charged for any costs not covered by the Policing Agreement and required to be charged to them directly from the Company, and (ii) the Special Users, in accordance with the Rates established substantially in the manner contemplated in the Cost Sharing Formula, and to the extent possible, shall be structured in a manner to be fair and reasonable to the Class A Members, Paying Members and the Special Users, as if those Special Users were Class A Members.

8.2 RATES FOR POLICE, FIRE, AMBULANCE AND MUNICIPAL SERVICES

The Paying Members hereby agree that the Rates to be assessed by the Company for Police Services, Fire Services, Ambulance Services and Municipal Services against the Paying Members and the Special Users and payable by the Paying Members and the Special Users shall be established substantially in accordance with the Cost Sharing Formula and no amendment will be made thereto except in the manner contemplated in this Agreement.

8.3 OBLIGATION TO PAY

- 8.3.1 Each Member and Special User hereby agrees to pay all Rates assessed and charged to it by the Company, determined in accordance with any approved

Cost Sharing Formula. Rates shall be payable quarterly in advance upon invoicing by the Company.

9. RESTRICTIONS ON MEMBERS TRANSFERS

9.1 RESTRICTIONS ON TRANSFER OF SHARES

9.1.1 Each of the Members agrees that it will not sell, transfer, assign, mortgage, pledge, charge, hypothecate, encumber, alienate or otherwise dispose of, create a security interest in, grant an option on, or cease to be the holder of any Shares of the Company, or any right or interest therein at any time now or hereinafter held or owned by or for them (anyone of such actions being herein called a "transfer"), except that if a Municipality is amalgamating with another Municipality, the Shares of each of the Municipalities will be cancelled and one new Share will be issued in the name of the new amalgamated Municipality for each Designated Company Service then received or proposed to be received, upon that new Municipality executing an agreement to be bound by the terms of this Agreement, or except as otherwise approved by the directors.

9.1.2 Any actual, attempted or purported transfer by any Member of all or any part of its Share which does not comply with the provisions of this Agreement shall be void and of no effect.

10. WINDING UP OR DISSOLUTION

10.1 WINDING UP OR DISSOLUTION

If alternate sources are available for all of the services equivalent to the Company Services then being provided to the Members, and if adequate provision is made for the payment of all outstanding debts and liabilities of the Company and the consent of any major lenders to such winding up or dissolution is obtained, if such consent is required under the terms of any lending agreement with the Company, the Members holding Class A Shares and Class B Shares may, by special resolution passed by not less than two-thirds of the votes cast upon such resolution, wind up or dissolve the Company in accordance with the provisions of the *Business Corporations Act* and dispose of the property, equipment and assets of the Company as provided in this Agreement.

10.2 DISPOSITION OF PROPERTY

In the event of a winding up or dissolution of the Company pursuant to Section 10.1 hereof, the property, equipment and assets owned and leased by the Company shall be disposed of in the following manner and the Members shall vote to dispose of the property, equipment and assets in the following manner:

10.2.1 all property, equipment or assets owned or leased by the Company and assigned for the exclusive use of any one Member or any one Special User (the "Purchasing Party") may be purchased from the Company by the Purchasing Party at the fair market value thereof. The President, with the assistance of consultants or otherwise, shall establish a fair market value to such property, equipment or assets and shall advise the Purchasing Party, by written notice, of the fair market value as established. The Purchasing Party may within ten days of receipt of that notice from the President, dispute

the fair market value by notice in writing to the President, in which event within five days of that written notice the President and the Purchasing Party shall agree to appoint a valuator, knowledgeable in the valuation of the property, assets or equipment being purchased, to establish the fair market value. The determination of the valuator, which shall be made within twenty days of the appointment of the valuator, will be final and binding on the Company and the Purchasing Party. The costs of any valuation will be borne by the Purchasing Party and the Company, jointly. Any payment made by a Member hereunder shall be applied by the Company to reduce the debt incurred to purchase that equipment;

- 10.2.2 all property, assets and equipment owned or leased by the Company and not purchased under Section 10.2.1 shall be offered by the President, in blocks as determined by the President, to all Members holding Class A Shares and all Special Users, pursuant to an auction. The President shall have full authority to establish the rules for and operate any such auction; and
- 10.2.3 any property, equipment and assets owned or leased by the Company and not disposed for pursuant to Section 10.2.1 and 10.2.2 may be sold or disposed of by the President or such other person as determined by the President.

10.3 DISTRIBUTION OF MONIES

All monies realized by the Company on the disposition pursuant to Section 10.2 shall:

- 10.3.1 firstly, be used to satisfy all debts and liabilities of the Company; and
- 10.3.2 secondly, be distributed in the manner provided in Article 25.3 of the Articles.

11. WITHDRAWAL BY ANY MEMBER

11.1 WITHDRAWAL BY ANY ONE MEMBER

Any Member may cease to be a Member of the Company by giving prior written notice (the "Notice") of its desire to cease to be a Member, in which event:

- 11.1.1 the date (the "Withdrawal Date") on which such Member ceases to be a Member (the "Withdrawing Member") shall be the end of the year next following the year in which the Notice is received by the Company;
- 11.1.2 such Member shall be obligated to pay to the Withdrawal Date as requested by the Company as a Rate, the share of the Member's obligation to any long-term capital obligations, including any lease obligations, or repayments thereof committed to by the Company up to the Withdrawal Date;
- 11.1.3 the Company will determine to transfer to the Member all user equipment used by that Member which has been paid for by the Member; and
- 11.1.4 upon receipt by the Company of the payment required in Section 11.11.2, the Member shall surrender the Share held by it for cancellation and that Member shall cease to be a Member.

11.2 SPECTRA ON WITHDRAWAL

Any radio spectra held by the Company at the time of withdrawal shall not be available for use by a Withdrawing Member.

12. TERMINATION

12.1 TERMINATION

This Agreement shall terminate upon:

- 12.1.1 the completion of the winding-up or dissolution of the Company; or
- 12.1.2 the agreement of a simple majority of the Members, provided that the Members shall not be permitted to agree to terminate the Agreement unless all debts and liabilities of the Company have been provided for or such termination is otherwise permitted by law.

13. CONFIDENTIALITY

13.1 NON-DISCLOSURE OF CONFIDENTIAL INFORMATION

The Members acknowledge the provisions of Section 9 of the *ECC Act*. The obligations of the Members and the Company under this Article 13 are subject to the applicable provisions of the *ECC Act* and the *Freedom of Information and Protection of Privacy Act* (British Columbia). The Members shall, and shall ensure that all of their respective officials and employees shall, hold all Confidential Information of any kind or nature acquired in their course of dealing with the Company, with each other or one or more Special Users in the Company or in their capacity as Members in confidence and shall use such Confidential Information solely for purposes related to their capacity as Members. The Members shall not, and shall ensure that their respective employees shall not, disclose any such Confidential Information at any time or otherwise make use of such Confidential Information for any purpose other than as Members.

14. GENERAL

14.1 APPLICABILITY

Except as otherwise expressly provided in this Agreement, this Agreement applies to each Member only so long as the Member holds Shares in the Company.

14.2 PRECEDENCE

The Members shall be governed by the provisions of the *ECC Act*, the Articles, the *Business Corporations Act* and this Agreement. In the event of any inconsistency among the provisions of any such documents, to the extent permitted by law and subject to the *ECC Act*, the provisions of this Agreement will take precedence and bind the parties and in particular the Members agree that the specific provisions of this Agreement shall override those general provisions in the Articles.

14.3 AMENDMENTS

Subject to the provisions of the *ECC Act*, this Agreement may be amended by a simple majority resolution of the Members holding Class A Shares except for those provisions as specifically set forth herein.

14.4 ASSIGNMENT

This Agreement may not be assigned by any Member except as provided for specifically herein.

14.5 COUNTERPARTS; FACSIMILE

This Agreement may be executed in any number of counterparts with the same effect as if all parties had all signed the same document. All counterparts will be construed together and will constitute one and the same agreement. This Agreement may be executed by the parties and transmitted by facsimile transmission and if so executed and transmitted this Agreement will be for all purposes as effective as if the parties had delivered an executed original Agreement.

14.6 ENTIRE AGREEMENT

This Agreement, including the Schedules hereto and the agreements referred to herein, constitutes the entire Agreement between the parties hereto related to their membership in the Company, it being understood that additional agreements may be entered into relating to equipment and use thereof, use and access to information which may be restricted and other matters as required. .

14.7 ENUREMENT

This Agreement shall enure to the benefit of and be binding on the respective successors, executors, administrators and permitted assigns of each of the Members and the Company.

14.8 FURTHER ASSURANCES

The Members shall execute such further assurances and other documents and instruments and do such further and other things as may be necessary to implement and carry out the intent of this Agreement. Each of the Members agrees that it will vote and act at all times as a shareholder of the Company and in all other respects use its best efforts and take all steps as may be reasonable within its powers so as to cause the Company to act in the manner contemplated by the provisions of this Agreement and so as to implement to their full extent the provisions of this Agreement (including the entering into of agreements by the Company with one or more of the parties hereto or other persons).

14.9 NO PARTNERSHIP

Nothing in this Agreement shall be deemed in any way or for any purpose to constitute any party a partner of any party hereto in the conduct of any business or otherwise or a member of a joint venture or a joint enterprise with any other party hereto.

14.10 NOTICE

A notice, statement or report may be given or delivered by the Company to any Member by delivery to it personally or by sending it by mail or by facsimile to the Member at its address as recorded in the Company's central securities register or by any other means permitted by the *Business Corporations Act*. Where a notice, statement or report is sent by mail, service or delivery of the notice, statement or report shall be deemed to be effected by properly addressing, prepaying and mailing the notice, statement or report and to have been given on the day, Saturdays, Sundays and holidays excepted, following the date of mailing or the date of sending same by facsimile. Where the notice, statement or report is sent by any other

means permitted by the *Business Corporations Act*, service or delivery of the notice, statement or report shall be deemed to have been given at the time therefor specified in that Act. A certificate signed by the Secretary or other officer of the Company or of any other corporation acting in that behalf for the Company that the letter, envelope or wrapper containing the notice, statement or report was so addressed, prepaid and mailed shall be conclusive evidence thereof.

14.11 TIME OF THE ESSENCE

Time shall be of the essence of this Agreement and the transactions contemplated hereby.

14.12 WAIVER

No provision of this Agreement shall be deemed to be waived unless such waiver is in writing. Any waiver of any default by any party hereto in the observance or of the performance of any part of this Agreement shall not extend to or be taken in any manner to affect any other default.

14.13 RESTATEMENT OF ORIGINAL AGREEMENT

This Agreement is an amended and restated version of the Current Agreement. This Agreement reflects a restatement of the Current Agreement, as amended, as at July 1, 2021.

BRIEFING NOTE

To: Honourable Mike Farnworth, Minister of Public Safety and Solicitor General

From: Oliver Grüter-Andrew, President and CEO
Sandra MacKay, Vice-President, Legal and Governance

Date: June 22, 2021

Subject: Amendments to E-Comm Members' Agreement- request for the Minister's approval

Attachments: Attachments 1A, B and C (within this Briefing Note): – Exerpts from the Information Circular provided to Members:

- 1A. Overview – What Changes to the Members' Agreement are Proposed
- 1B. Update on the Status of E-Comm's Governance Redesign Initiative
- 1C. Detailed Explanation of Proposed Changes (Explanatory Notes)
 - a) Housekeeping Changes
 - b) Modernization and Drafting Improvements
 - c) Governance Improvements

Attachment 2 – Members' Agreement, Redlined Version (by accompanying email)

Attachment 3 – Members' Agreement, Clean Version (by accompanying email)

REQUEST FOR APPROVAL

E-Comm Emergency Communications for British Columbia Incorporated ("E-Comm") is seeking the Minister of Public Safety and Solicitor General's approval to make certain amendments to the Members' Agreement among all shareholders of the Company.

BACKGROUND

Under Section 4(4) of the *Emergency Communications Corporations Act* (the "ECCA"), no changes to the Members' Agreement (the "MA") may be made without the approval of the Minister.

The MA sets out additional requirements with respect to the required shareholder approvals for amendments; many changes require the approval of a majority of the votes attached to the outstanding Class A shares, others require the approval of 3/4 of the votes attached to all outstanding shares, Class A and B ("special majority approval").

PROPOSED AMENDMENTS

Director seat for E-Comm Vancouver Island Centre stakeholders

For the reasons set out in the cover letter of the Board Chair and CEO accompanying this briefing note, the Board and Management determined that it wished to seek shareholder (Member) and Ministerial approval of a change to the MA to allow a representative of E-Comm's new Southern Vancouver Island

Emergency Communications Centre (the “ECC”) to serve on the Board. That change requires a special majority approval.

Additional Amendments Proposed

Given that we knew how significant the effort would be to secure that level of support, in large part because any Member which is disinterested or which for any other reason fails to vote, effectively casts a no vote, the Board considered whether it ought to take the opportunity to advance the proposal to make other amendments that would serve the Company’s best interests to its shareholders and to you. After extensive discussions at meetings of the Governance Committee of the Board, and ultimately the Board in April and May of 2021, the Board decided that it would be appropriate to take the opportunity to propose additional revisions to its Members and to the Minister which would introduce modest governance improvements, as well as modernize language, remove antiquated or irrelevant provisions and improve clarity of drafting.

Explanation of all Proposed Amendments

All proposed MA amendments on which the Members’ and the Minister’s approval are being sought are described in detail in the Information Circular which was circulated to Members in advance of the special Meeting of Members to be held June 24, 2021. Certain excerpts from the Information Circular are attached to this briefing note. We also attach a redlined version of the MA which highlights all proposed changes to the MA (together with a clean version.)

We draw to the Minister’s particular attention these elements of the Information Circular which are attached:

1A. Overview – What Changes to the Members’ Agreement are Proposed

1B. Update on the Status of E-Comm’s Governance Redesign Initiative

These additional excerpts from the Information Circular describe each proposed amendment and provide a rationale for the proposed amendment, after grouping the amendments into the categories of Housekeeping Changes, Modernization and Drafting Improvements and Governance Improvements.

1C. Detailed Explanation of Proposed Changes (Explanatory Notes)

- a) Housekeeping Changes
- b) Modernization and Drafting Improvements
- c) Governance Improvements

CONCLUSION

This briefing note and the attachments are submitted with the request for the Minister’s approval to the Members’ Agreement changes, subject to the requisite Member support.

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It is respectfully our submission that the proposed changes better position E-Comm's Board in their oversight and governance of the organization and that none of the changes compromises the organization's mandate under the ECCA nor its alignment with the purposes set out in the ECCA. It is our view that, looked at from the Minister's perspective, the proposed changes are essentially internal governance changes which are neutral with respect to the relationship of the Company to the Ministry and our mandate under the ECCA.

At the time of writing this message, we have very strong indications that the Members will support all changes at the upcoming meeting by the necessary special majority.

If you would wish any further information in relation to this request, or would wish a briefing on the matter, we will be pleased to provide either. We thank you for your consideration of this request.

MEMBERS' AGREEMENT
(Fourth ~~Third~~ Restatement)

E-COMM EMERGENCY COMMUNICATIONS
FOR ~~SOUTHWEST~~ BRITISH COLUMBIA INCORPORATED

MEMBERS' AGREEMENT
(~~Fourth~~Third Restatement)

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(note to draft: the Table of Contents will be amended to reflect the proposed revisions shown at a later stage)

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MEMBERS' AGREEMENT
(~~Fourth~~^{Third} Restatement)

This amended and restated MEMBERS' AGREEMENT is made effective July 1, 2021~~10~~.

AMONG:

Each of the persons who are or become members of **E-Comm
Emergency Communications for ~~Southwest~~ British
Columbia Incorporated**, as herein set forth or pursuant to
Schedule B

(the "Members")

AND:

**E-Comm Emergency Communications for ~~Southwest~~
British Columbia Incorporated**, a company duly incorporated
under the laws of the Province of British Columbia

(the "Company")

WHEREAS:

A. The Company was incorporated under the *Company Act*, R.S.B.C. 1996, c. 59, for the Purpose (as hereinafter defined) and has been recognized under the Business Corporations Act;

B. Certain Municipalities, the City of Vancouver, Government Agencies, Regional Districts, Police Boards, or the Provincial government (all as hereinafter defined) have become or wish to become Members of the Company;

C. The Members entered into a Members' Agreement made effective October 1, 1997 (the "Original Agreement"), as amended in accordance with the ECC Act effective on each of September 17, 2001, May 21, 2004, July 23, 2007, and August 12, 2008 and July 1, 2010 (the Original Agreement, as so amended, is called the "Current Agreement") to govern their relationship as Members of the Company and the respective rights and obligations of each of the parties in their capacity as Members with respect to the operating activities and business dealings of the Company;

D. Concurrently with their approval of the amendments made effective May 21, 2004, the Members adopted the Members' Agreement – First Amendment and Restatement that restated the Original Agreement to incorporate the amendments made effective on September 17, 2001 and May 21, 2004;

E. Concurrently with their approval of the amendments made effective August 12, 2008 the Members adopted the Members' Agreement – Second Restatement that further restated

the Original Agreement to incorporate the amendments made effective on July 23, 2007 and August 12, 2008;

F. Concurrently with their approval of the amendments made effective July 1, 2010 the Members adopted the Members' Agreement – Third Restatement that further restated the Original Agreement to incorporate the amendments made effective on September 17, 2001, May 21, 2004, July 23, 2007, August 12, 2008 and July 1, 2010;

~~F.G.~~ The parties wish to make certain amendments to the Current Agreement to make certain agreed amendments; and

~~G.H.~~ The parties wish to restate the terms of the Current Agreement as the Members Agreement – Fourth~~Third~~ Restatement.

NOW THEREFORE in consideration of the mutual covenants herein contained, the sum of Two Dollars (\$2.00), now paid by each of the parties hereto to all of the other parties, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, the parties to this Agreement covenant and agree, each with the other, as follows:

1. INTERPRETATION

1.1 DEFINITIONS

Where used in this Agreement, the following words and terms shall have the meanings indicated below:

- 1.1.1 "Additional Members" means any Potential Member who becomes a Member of the Company ~~other than the Current Members;~~
- 1.1.2 "Additional Purpose" has the meaning set out ~~forth~~ in Section 2.1.1.2 hereof;
- 1.1.3 "Agreement" means this agreement and all attached Schedules attached ~~hereto~~;
- 1.1.4 "Articles" means the articles of the Company as deposited in the Company's records office under the *Business Corporations Act*, as amended from time to time;
- 1.1.5 "Authorized Capital Budget" has the meaning set out ~~forth~~ in Section 7.4 ~~hereof~~;
- 1.1.6 "Authorized Operating Budget" has the meaning set out ~~forth~~ in Section 7.3 ~~hereof~~;
- 1.1.7 "BCEHAS" means ~~the~~ British Columbia Emergency Health Services, ~~Commission~~ responsible for operating the British Columbia Ambulance Service under the British Columbia Emergency Health Services Act ~~Health Emergency Act~~;
- 1.1.8 "Board" shall mean the board of directors of the Company as it is constituted from time to time;

1.1.9 "Class A Member" means a Member holding a Class A Share;

1.1.10 "*Business Corporations Act*" means the *Business Corporations Act* (British Columbia) as amended from time to time ~~enacted and all amendments thereto~~ and includes the regulations to that act made pursuant thereto;

1.1.11 "Class B Member" means a Member holding a Class B Share;

1.1.12 "Class A Shares" means the Class A Shares without par value of the Company;

1.1.13 "Class B Shares" means the Class B Shares without par value of the Company;

1.1.14 "Company Services" mean the holding, management and allocation of radio spectra; the provision of radio communications; the management and maintenance of radio systems and related infrastructure and equipment; the provision of mobile data services; the provision of 911 and non-emergency call answering and call taking, switching and recording; the provision of dispatch services; the provision of emergency disaster communications; the provision of emergency response communications; the provision of emergency management information systems; and the maintenance of management information systems and other technology related to the delivery of emergency services;

1.1.15 "Confidential Information" means information having a strategic, economic, or operational value that is not generally known regarding the business, affairs, and operations of the Company, any of the Members or any Special User, whether determined by the *ECC Act* or otherwise to be property of a Member or a Special User, and any information whether oral, written or otherwise which is considered of a strategic or confidential nature;

~~1.1.15~~ 1.1.16 "Cost Sharing Formula" means the cost sharing formula for Police Services, Fire Services, Ambulance Services and Municipal Services set out in Schedule C, as may be amended from time to time in accordance with this Agreement;

~~"Current Members" means those persons that are Members of the Company on the date of this agreement, as set forth in Schedule D attached hereto;~~

~~1.1.16~~ 1.1.17 "Designated Company Service" means each of Police Services, Fire Services, Ambulance Services, and Municipal Services and such other general categories of Company Services as may be designated by the Board as contemplated in Section 4.10.810 ~~hereof~~;

~~1.1.17~~ 1.1.18 "Designated Group of Members" has the meaning set out ~~ascribed thereto~~ in Section 4.2.1.5;

"E-Comm Building" means, collectively:

- (i) ~~the consolidated 911 call taking and dispatch centre located at 3301 East Pender Street in the City of Vancouver; and~~
- (ii)(i) ~~any other premises related to the Company Services that is occupied by E-Comm;~~

1.1.19 "emergency service agency" has the meaning given in the *Emergency Communications Corporations Act*;

~~1.1.18~~ 1.1.20 "E-Comm System" means the wide area radio system operated by the Company, including all rights, properties, infrastructure and equipment related thereto;

~~1.1.19~~ 1.1.21 "*ECC Act*" means the *Emergency Communications Corporations Act* (British Columbia) as amended from time to time ~~enacted and all amendments thereto~~ and includes the regulations to that act made pursuant thereto;

~~1.1.20~~ 1.1.22 "Established Standards of Service" means the standards of service established by the User Committee for Police, Fire, Ambulance or Municipal Services;

~~1.1.21~~ 1.1.23 "Federal government" means Her Majesty the Queen in Right of Canada;

~~1.1.22~~ 1.1.24 "Government Agency" means an agent of, or a corporation that is wholly owned by, the Provincial government, the Federal government, a Municipality or a Regional District;

~~"GVRD" means the Greater Vancouver Regional District;~~

~~1.1.23~~ 1.1.25 "Independent Directors" has the meaning set out ~~forth~~ in Section 4.2. ~~65~~ hereof;

~~1.1.24~~ 1.1.26 "*Local Government Act*" means the *Local Government Act* (British Columbia) as amended from time to time and includes the regulations made pursuant to that act ~~thereto~~;

1.1.27 "Members" shall mean, collectively, the Class A Members and the Class B Members ~~Current Members~~ and any person who becomes a shareholder and agrees to be bound by the terms of this Agreement as provided in Sections 3.1.1, 3.1.2, 3.1.3 and 3.6, hereof, for as long as any such person holds Shares in the Company;

~~1.1.25~~ 1.1.28 "Metro Vancouver" means the Metro Vancouver Regional District;

~~1.1.26~~ 1.1.29 "Municipality" means a municipality established pursuant to the *Local Government Act* ~~within the Territory and Vancouver~~;

~~1.1.27~~ 1.1.30 "New Services" means any Police, Fire, Ambulance or Municipal Services, including any service within the definition of Company

Services, which are to be provided by the Company to its Members or and to the Special Users, and which are not contemplated in the ~~eCost S-sharing Fformula for Company Services as attached as Schedule C hereto~~ or which are provided, from time to time, by the Company in any area not covered in that ~~Ceost S-sharing Fformula~~, as a result of the phased development of the E-Comm System;

~~1.1.28~~1.1.31 "Notice of Articles" means the notice of articles of the Company as filed with the Registrar of Companies under the *Business Corporations Act*, as amended from time to time;

~~1.1.29~~1.1.32 "Notifying Member" shall have the meaning as set ~~out~~forth in Section 3.5 ~~hereof~~;

~~1.1.30~~1.1.33 "Paying Members" shall have the meaning set ~~out~~forth in Section 8.1;

~~1.1.31~~1.1.34 "person" includes a corporation, partnership, party, Municipality, Regional District, Police Board, Government Agency, Provincial government or Federal government;

~~1.1.32~~1.1.35 "*Police Act*" means the *Police Act* (British Columbia) as amended from time to time and includes the regulations ~~to that act~~made pursuant thereto;

~~1.1.33~~1.1.36 "Police Board" means an organization operating a police force or police department providing police services to the public, including a municipal police board under the *Police Act*, but not including the RCMP;

~~1.1.34~~1.1.37 "Policing Agreement" means the agreement between the Federal government and the Provincial government pursuant to which the services of the RCMP are provided to Municipalities, as amended, extended or replaced from time to time;

~~1.1.35~~1.1.38 "Potential Members" means any Municipality, Regional District or Police Board ~~within the Territory~~, the Provincial government, the Federal government, and any Government Agency or emergency services agency ~~and the South Coast British Columbia Transportation Authority and anyone or more of its operating subsidiaries~~;

~~1.1.36~~1.1.39 "President" means the President or, in place of the President, an acting-President, appointed for the Company from time to time;

~~1.1.37~~1.1.40 "Primary Purpose" has the meaning set ~~out~~forth in Section 2.1.1.1 hereof;

~~1.1.38~~1.1.41 "Provincial government" means Her Majesty the Queen in Right of the Province of British Columbia;

~~1.1.39~~1.1.42 "Purpose" means the Additional Purpose and the Primary Purpose;

~~1.1.40~~1.1.43 "Rates" means the rates assessed by the Company against the Members and the Special Users and payable by them, under this Agreement hereunder or under a Special User Agreement, for Police Services, Fire Services, Ambulance Services and Municipal Services, ~~with respect to operating expenses and capital expenditures as determined pursuant to the Cost Sharing Formula then in effect;~~

~~1.1.41~~1.1.44 "RCMP" means Royal Canadian Mounted Police;

~~1.1.42~~1.1.45 "Regional District" means a regional district under the *Local Government Act*;

~~1.1.43~~1.1.46 "Service Committee" means any service committee established as contemplated in Section 6.1 ~~hereof~~;

~~1.1.44~~1.1.47 "Shares" means the Class A Shares and the Class B Shares;

~~1.1.45~~1.1.48 "Special User" means a Government Agency that is prohibited by law from holding a Share;

~~1.1.46~~1.1.49 "Special User Agreement" means the agreement between a Special User and the Company with respect to the delivery of some or all of the Company Services to that Special User, as amended from time to time, and includes the existing agreement between the Company and the RCMP;

~~"Specified Potential Member" means a person as set forth in Schedule E attached hereto;~~

~~1.1.47~~1.1.50 "Territory" means the geographic area within which a service is ~~or is capable of being provided by the E-Comm System to a Member or to any person contracting with the Company at a particular point in time;~~

~~1.1.48~~1.1.51 "User Committee" means the User Committee established as contemplated in Section 6.2 ~~hereof~~; and

~~1.1.49~~1.1.52 "Vancouver" means the City of Vancouver, a municipality established pursuant to the *Vancouver Charter*, an act of the Province of British Columbia, as from time to time amended.

1.2 QUANTITY AND GENDER

In this Agreement, the singular number shall include the plural number and vice versa, and any gender ~~herein~~ used shall be deemed to include the feminine, masculine, or neuter gender.

1.3 HEADINGS AND CAPTIONS

The headings and captions of articles, sections, and paragraphs in this Agreement have been inserted for convenience of reference only and such headings and captions are not a part ~~hereof~~, and shall not be deemed in any manner to modify, explain, enlarge, or restrict any of the provisions ~~of this Agreement hereof~~.

1.4 SEVERABILITY

If any provision of this Agreement shall be held invalid, illegal, or unenforceable in any jurisdiction, such provision shall be severed from this Agreement in such jurisdiction and the validity, legality, and enforceability of the remaining provisions ~~hereof~~ shall not be affected or impaired ~~thereby~~.

1.5 ACCOUNTING TERMS

All accounting terms not specifically defined in this Agreement herein shall be construed in accordance with Canadian generally accepted accounting principles.

1.6 RECITALS AND SCHEDULES

The recitals set out forth in this Agreement ~~are true and correct and~~ are deemed to be a part of this Agreement and the Schedules identified below (and any other supplementary schedules, appendices, or exhibits referred to in such Schedules) are ~~hereby~~ incorporated by reference and made a part of this Agreement as fully as if they were set out forth in full. The Schedules are identified as follows:

Schedule A - Articles of the Company

Schedule B - Agreement to be Bound

Schedule C - Cost Sharing Formula for Police, Fire, – Ambulance Company and Municipal Services

~~Schedule D – Current Members~~

~~Schedule E – Specified Potential Members~~

2. THE COMPANY

2.1 PURPOSE OF THE COMPANY

2.1.1 The Company has been incorporated ~~for~~, and will be operated ~~for~~ the following:

2.1.1.1 the provision of emergency communications and related services to its Members (the "Primary Purpose"); and

2.1.1.2 the provision of communication and related services, for public safety and public service, to Municipalities, Regional Districts, the Provincial government, the Federal government, Governmental Agencies, emergency service agencies, Police Boards, BCEHSAS and Special Users, whether or not they are Members;

and any other purpose prescribed by regulation under the *ECC Act* for the Company from time to time (collectively, the "Additional Purpose").

~~all in the interests of civic improvement and for the benefit of the public residing within the Territory.~~

2.1.2 Pursuant to the Purpose, the Company ~~may shall~~ provide Company Services to its Members and to Special Users; provide related administrative and technical services; own, hold or lease and manage any real property ~~of the E-Comm Building~~, and any property and

equipment forming part of the E-Comm System; and provide technical and other related services and expertise of the Company to other persons.

2.2 ARTICLES OF THE COMPANY

The Articles of the Company are in the form appended as Schedule A, as may be subsequently amended in accordance with their terms and this Members' Agreement.~~hereto.~~

2.3 SHARE STRUCTURE

The authorized share structure of the Company consists of 500 Shares divided into 350 Class A Shares and 150 Class B Shares.

2.4 SPECIAL RIGHTS AND RESTRICTIONS WITH RESPECT TO SHARES

- 2.4.1 The holders of Class A Shares shall have the right to vote on all matters which may be voted on under the *Business Corporations Act* or the Articles by a Member of the Company and shall have one vote per share.
- 2.4.2 In addition to those matters which under the *Business Corporations Act* require the vote by holders of Class B Shares, the holder of a Class B Share will only have the right to vote on the following matters:
 - 2.4.2.1 the winding up or dissolution of the Company;
 - 2.4.2.2 any amendment to the Purpose;
 - 2.4.2.3 any matter with respect to which the holder of a Class B Share is provided a vote in Section 2.5 ~~hereof~~;
 - 2.4.2.4 any amendment to: (a) Section 3.6 or (b) any provision of the Articles or Section 3.6 pertaining to ~~hereof providing for~~ the admission of Additional Members; and
 - 2.4.2.5 any amendment to Section 4.2 ~~hereof~~ relating to the designation ~~appointment~~ and election of directors.

The holders of Class B Shares shall have one vote per share.

2.5 VOTES BY MEMBERS ON EXTRAORDINARY ITEMS

The following matters, in addition to any other matters required by the *Business Corporations Act* or the Articles to be submitted to Members for approval, shall be submitted to those Members, as hereinafter provided, for the following approvals:

- 2.5.1 for approval by a vote of not less than two-thirds 75% of the votes cast by all Members on a resolution for:~~attached to all Shares held by all of the Members:~~
 - 2.5.1.1 the winding up or dissolution of the Company;
 - 2.5.1.2 any amendment to (a) Section 3.6; or (b) any provision of the Articles pertaining to: (i) or Section 3.6 hereof providing for ~~the admission of~~

Additional Members; or (ii) the provision of additional Designated Company Services to an Additional Member;

2.5.1.3 any amendment to Section 4.2 hereof relating to the designation and election of directors; and

2.5.1.4 any amendment to the Purpose;

2.5.2 for approval by a vote of not less than two-thirds of the votes cast attached to all Shares held by all of the Members located within the area in which the Company proposes to provide such New Services, any cost sharing formula or rate establishment formula for the provision of New Services other than the Cost Sharing Formula;

2.5.3 for approval by a vote of not less than two-thirds of the votes cast by attached to all Shares held by all of the Members located within the area in which the Company is or proposes to provide Police, Fire, Ambulance or Municipal the Company Services as a result of the phased build-in of the E-Comm System, any change or amendment to the cost sharing formula for such then existing Company Services (including the Cost Sharing Formula) attached as Schedule C), provided that such two-thirds votes shall include votes held by Members holding Class A Shares who pay or who would be obligated to pay in accordance with the cost-sharing formula, not less than 50% of the costs of such Company Services; and

2.5.4 for approval by a vote of not less than two-thirds of the votes cast attached to the Class A Shares held by Members holding Class A Shares, any borrowings of the Company in excess of that set out forth in an Authorized Operating Budget or an Authorized Capital Budget.

2.6 ACQUISITION OF AND HOLDING OF SPECTRA

2.6.1 Subject to the applicable federal legislation, a Member hereby assigns or transfers to the Company or consents to the assignment or transfer to the Company of all licences and authorities for radio spectra held by the Member that are related to the Company Services which the Company provides to the Member, such assignment or transfer to be effective at such time as required by the Company.

2.6.2 The Company hereby declares that it holds or will hold all radio spectra acquired by it, whether as acquired as contemplated in Section 2.6.1 hereof or otherwise, to be used for the benefit of Members, the RCMP and other persons as contemplated herein.

2.7 USE OF RADIO SPECTRA

The Board may establish rules and regulations for the use of the radio spectra held by the Company.

2.8 OWNERSHIP OF EQUIPMENT

The Members acknowledge that all equipment forming part of the E-Comm System shall be owned by the Company including all equipment assigned for the exclusive use by a particular Member, and that the Board may establish rules for the use and holding of such equipment.

2.9 AGREEMENT NOT TO USE PROPERTY

Each of the Members, which is a Municipality or a Regional District, hereby agrees that in the event of an emergency, disaster or other similar occurrence within its jurisdiction, it will not use any powers or authorities which it may have, by statute or otherwise, to acquire and use, in any manner other than as specifically set out ~~forth~~ in this Agreement, any of the property and assets of the Company.

3. MEMBERS AND ISSUE OF SHARES

3.1 ISSUE OF SHARES

- 3.1.1 A ~~Specified~~ Potential Member may, by written notice to the Company, subscribe for a Class A Share for a each ~~set forth opposite its name in Schedule E~~ Designated Company Service for which it does not otherwise hold a Class A Share or a Class B Share, which it agrees, at the time it subscribes for that Class A Share, to receive from the Company when the Company is able to provide such Designated Company Service to which the Class A Share relates to that ~~Specified~~ Potential Member, up to the number as set forth in Schedule E, ~~by~~ by subscribing for such shares, entering into this Agreement and agreeing to be bound by the terms of this Agreement, all by the execution of an agreement substantially in the form attached as Schedule B hereto. Upon receipt by the Company of that agreement and the subscription price for the number of Class A Shares so subscribed for, the Company will issue to that ~~Specified~~ Potential Member a Class A Share for that Designated Company Service and that ~~Specified~~ Potential Member shall become an Class A Member ~~for the purposes hereof~~.
- 3.1.2 Any one of the ~~Specified~~ Potential Members may by written notice to the Company, subscribe for a Class B Share for a each ~~set forth opposite its name in Schedule E~~ Designated Company Service for which it does not otherwise hold a Class A Share or a Class B Share, which it may in the future wish to receive from the Company when the Company is able to provide such Designated Company Service to that ~~Specified~~ Potential Member by subscribing for such shares, entering into this Agreement and agreeing to be bound by the terms of this Agreement, all by the execution of an agreement substantially in the form attached as Schedule B ~~hereto~~. Upon receipt by the Company of that agreement and the subscription price for the number of Class B Shares so subscribed for, the Company will issue to ~~the at~~ ~~Specified~~ Potential Member a Class B Share for that Designated Company Service and that ~~Specified~~ Potential Member shall become an Class B Member ~~for the purposes hereof~~. The issue of a Class B Share to a ~~Specified~~ Potential Member for a Designated Company Service shall entitle that Member to convert the Class B Share to a Class A Share in the manner as provided in Section 3.4 when it wishes to receive the Designated

Company Service to which that Class B Share relates. No Class B Shares will be issued other than to ~~Specified~~ Potential Members for Designated Company Services in respect of which the ~~Specified~~ Potential Member may receive a Class A Share.

3.1.3 Notwithstanding the terms of Sections 3.1.1 and 3.1.2 ~~hereof~~, no Class A Shares or Class B Shares will be issued to the Province or to a Government Agency established to hold a Share in place of a Special User, unless after the Class A Shares or Class B Shares are issued to the Province or that Government Agency, as the case may be, such shares (including all such shares issued and outstanding in the name of all such Government Agencies) represent 10% or less of the issued and outstanding Class A Shares or Class B Shares, as the case may be.

3.1.4 Any membership by a Municipality in the Company shall become effective upon the adopting of a by-law as contemplated by Section 4(2)(a) of the *ECC Act*, notwithstanding the date that such Municipality executed this Agreement, or an agreement in the form as set ~~out~~ forth in Schedule B, ~~hereto and agreed to become a member under this Agreement.~~

3.1.5 All Shares shall be issued at a price of \$10.00 per share.

3.2 EFFECT OF HOLDING CLASS A SHARE

Upon a Member acquiring a Class A Share, that Member shall have agreed to use the Company for the Designated Company Service to which the Class A Share relates, when that Designated Company Service can be provided by the Company and shall have agreed to be bound by the terms and conditions of this Agreement.

3.3 FAILURE OF COMPANY TO DELIVER DESIGNATED COMPANY SERVICES

If the Company shall fail to deliver any Designated Company Services to a Class A Member as a result of the failure to complete the E-Comm System or the failure of the Company to accept the E-Comm System, and upon approval of the Board, the Class A Shares or the Class B Shares for any Member in an area in which the E-Comm System is not operating or is proposed not to be operating may be cancelled, without penalty, and that Member shall cease to be a Member hereunder.

3.4 CONVERSION OF CLASS B SHARES

A Class B Member may convert a Class B Share held for a Designated Company Service to a Class A Share for any Designated Company Service upon giving written notice to the President that the Class B Member wishes to commence receiving that Designated Company Service from the Company, such written notice to be given not later than June 30 of any year with respect to a Designated Company Service proposed to be received in the following year, and the President shall use reasonable efforts to facilitate that Class B Member receiving that Designated Company Service within a timely manner. Upon the commencement of delivery of that Designated Company Service to the Class B Member, the Class B Share for that Designated Company Service will be deemed to have been converted into a Class A Share, a Class A Share shall be issued therefor and the Class B Share will be cancelled.

3.5 NOTICE OF CONSOLIDATED DISPATCH SYSTEM

If a Class A Member receiving a Designated Company Service or a holder of a Class B Share with respect to a Designated Company Service (in each case the "Notifying Member") wishes to receive the consolidated dispatch services being or to be provided by the Company and the Company can or will be able to provide that consolidated dispatch service to that Member, the Notifying Member shall give not less than six months written notice to the President, requesting that the Company provide the consolidated dispatch service to the Member. The President shall use reasonable efforts to facilitate the Notifying Member receiving the consolidated dispatch services within a timely manner.

3.6 ISSUE OF SHARES TO ADDITIONAL MEMBERS

- 3.6.1 Notwithstanding any other provisions hereof, any Municipality within the service area of the E-Comm System, which is receiving municipal police services from the RCMP under an agreement between the Municipality and the Provincial government and with respect to which such police services are using the E-Comm System, may subscribe for and be issued a Class A Share for Police Services, upon:
 - 3.6.1.1 the Municipality entering into and agreeing to be bound by the terms of this Agreement by execution of an agreement substantially in the form as attached as Schedule B;
 - 3.6.1.2 the Municipality passing a by-law as contemplated by Section 4(2)(a) of the *ECC Act*; and
 - 3.6.1.3 the receipt by the Company of the subscription for and subscription price for the Class A Shares,

in which event the Board will by resolution issue a Class A Share to that Municipality for Police Services and that Municipality shall upon that issue be an Additional Member.

- 3.6.2 Notwithstanding Section 3.6.1, the Board may, by resolution as herein provided, issue one Class A Share for a Designated Company Service to any Potential Member who is not a Current Member or to an Additional Member for any Designated Company Service subscribed for or requested after that person becomes an Additional Member, if the Potential Member or Additional Member, as the case may be, has a role in fulfilling the Purpose and the provision of the Designated Company Service or Services to that Potential Member or Additional Member would be for the benefit of the public, provided that:
 - 3.6.2.1 the E-Comm System and the Company have sufficient capacity to provide the Designated Company Service or Services being requested by the Potential Member or Additional Member without any significant impairment to the Company Services then being provided to Members and Special Users, and anticipated to be provided to the Members then holding Class B Shares; and

- 3.6.2.2 the Potential Member enters into and agrees to be bound by the terms of this Agreement by execution of an agreement substantially in the form of Schedule B hereto and in the case of a Municipality passes the by-law contemplated by Section 4(2)(a) of the *ECC Act*,

and upon the issue of ~~a~~ Class A Shares ~~hereunder~~, a Potential Member shall be an Additional Member.

3.7 SPECIAL USER AGREEMENTS

- 3.7.1 The Company shall enter into the Special User Agreement with the RCMP for the provision of Company Services to the RCMP which agreement will effectively provide that the RCMP will fulfil the financial obligations with respect to Police Services as if it were a Class A Member. The Special User Agreement may be executed between the RCMP, as a Special User, and the Company at any time notwithstanding when the Government Agency established by the Federal government for the purposes of holding a Class A Share in place of the RCMP becomes a Member.
- 3.7.2 Subject to Section 4.11.3, the Company may enter into a Special User Agreement with any Special User in addition to the RCMP for the provision of some or all of the Company Services to that Special User, provided that:
- 3.7.2.1 the Special User has a role in fulfilling the Purpose and the provision of some or all of the Company Services to that Special User would be for the benefit of the public;
- 3.7.2.2 the E-Comm System and the Company have sufficient capacity to provide the Company Services being requested by the Special User without any significant impairment to the Company Services then being provided to Members and other Special Users, and anticipated to be provided to the Members then holding Class B Shares; and
- 3.7.2.3 the Special User Agreement effectively provides that the Special User will fulfil its financial obligations with respect to the Company Services received by it as if it were a Class A Member.

Subject to Section 4.11.3, a Special User Agreement may be executed between a Special User and the Company at any time notwithstanding when the Government Agency established for the purposes of holding a Class A Share in place of that Special User becomes a Member.

4. BOARD OF DIRECTORS

4.1 BOARD OF DIRECTORS

The Company shall have a Board comprised of not less than three nor more than twenty-five directors, with the actual number of directors as determined by the Class A Members as ~~hereinafter provided below~~.

4.2 DESIGNATION AND ELECTION OF DIRECTORS

4.2.1 The Members shall be entitled to designate directors as hereinafter provided:

4.2.1.1 one individual designated by the BCASEHS;

4.2.1.2 one individual designated by Vancouver;

4.2.1.3 one individual designated by the Vancouver Police Board;

4.2.1.4 one individual designated by the following group:

(a) each Police Board which directly holds a Class A Share or Class B Share, other than Vancouver Police Board and Delta Police Board; and

(b) each Police Board which has a Class A Share or Class B Share in respect of Police Services held by its respective municipality, other than Vancouver Police Board and Delta Police Board;

4.2.1.5 such number of individuals as are set forth below, to be designated by the following designated group of Class A Members or Class B Members (each group being called a "Designated Group of Members"), if one or more of the Municipalities within a Designated Group of Members is a Class A Member or a Class B Member, as hereinafter set forth:

No. of Individuals which may be Designated	Designated Group of Members
1	West Vancouver, North Vancouver City, North Vancouver District and Lions Bay
1 or 2	2 individuals if Burnaby, together with any one or more of New Westminster, Coquitlam, Port Moody, Port Coquitlam, Anmore and Belcarra are a Member; provided however that if Burnaby is not a Member, any one or more of New Westminster, Coquitlam, Port Moody, Port Coquitlam, Anmore and Belcarra which is a Member can designate 1 individual to be a director
1	Richmond
2	Surrey, White Rock, Langley City and Langley District
1	Delta and the Delta Police Board
1	Maple Ridge, Pitt Meadows and Mission

- 1 Abbotsford, Chilliwack and Fraser Valley
Regional District
- 1 Squamish, Lillooet and Sechelt;

and

4.2.1.6 One individual designated by all other Members holding Class A Shares and Metro Vancouver~~the GVRD~~, other than as set forth in Sections 4.2.1.1 to 4.2.1.5, inclusive.

4.2.2 The RCMP, and in replacement therefor upon the Government Agency referred to in Section 3.7.1 becoming a Class A Member, that Government Agency, shall be entitled to designate one individual to act as director;

4.2.3 If provided in a Special User Agreement entered into pursuant to Section 3.7.2 or if otherwise authorized by the Board under Section 4.11.3, each Special User, and in replacement therefor upon the Government Agency for that Special User referred to in Section 3.7.2 becoming a Class A Member, that Government Agency, shall be entitled to designate one individual to act as director;

4.2.34.2.4 The group comprised of: the Capital Regional District and those Vancouver Island police agencies, including any RCMP detachment, to which the Company provides police dispatching services –shall be entitled to designate one individual to act as director;

4.2.44.2.5 The Provincial government, acting through the Ministry of Public Safety and Solicitor General, whether it holds a Class A Share or not, shall be entitled to designate two individuals to act as directors;

4.2.54.2.6 Subject as hereinafter provided, the directors designated pursuant to Sections 4.2.1, 4.2.2, ~~and 4.2.3~~ and 4.2.4 shall designate four additional persons, independent from the Members, to be directors of the Company (the "Independent Directors"), who have an interest or expertise in the Purpose or the Company Services to be provided by the Company.

4.2.64.2.7 The Members agree to vote their Class A Shares for the election as directors of the persons designated pursuant to Sections 4.2.1, 4.2.2, 4.2.3, 4.2.4, 4.2.5 and 4.2.6. ~~and 4.2.5.~~

4.2.8 For the purposes of Section 4.2.1.5, upon anyone or more Municipalities within a Designated Group of Members becoming a Class A Member or a Class B Member, such Municipality or Municipalities will be entitled to designate the individual to be a director for the purposes of Section 4.2.1.5. As additional Municipalities within that Designated Group of Members become Class A Members or Class B Members, as the case may be, such additional Municipalities shall be deemed to have agreed to the individual as designated and elected a director for that Designated Group of Members and no changes will be required to be made with respect to any such individual, unless such individual shall

cease to be a director in any other manner such as resignation, until the next following annual general meeting or annual consent resolution. Prior to any annual general meeting or annual consent resolution of the Class A Members, a Designated Group of Members shall agree on the individual to be designated by them for the purpose of Section 4.2.1.5 within a time period sufficient for that individual's name to be placed before the Class A Members, as determined by the Board.

4.3 VACANCIES ON BOARD

Any vacancies on the Board created by an individual designated under Section 4.2.1, 4.2.2, 4.2.3, ~~4.2.4 or~~ or 4.2.5~~4~~ shall be filled by an individual designated by the Member or Members who designated the individual who is no longer a director, the Special User who designated the individual who is no longer a director, or the Provincial government, as the case may be, and any vacancies in any Independent Directors shall be filled by the remaining directors in accordance with Section 4.2.6~~5~~.

4.4 NO RESTRICTIONS ON AFFILIATION TO MEMBERS

Directors designated pursuant to Section 4.2.1 may be appointed or elected officials from a Member or may be persons from the general public with no affiliation to a Member.

4.5 REMUNERATION FOR DIRECTORS

Directors shall be entitled to fees for acting as a director of the Company, as determined in an Authorized Operating Budget. All directors may be paid reasonable expenses ~~thereof~~ incurred when acting as directors.

4.6 QUORUM AT DIRECTOR'S MEETINGS

The quorum for all meetings of the Board shall consist of a majority of the directors. Meetings of the Board shall be held in accordance with the Articles of the Company and this Agreement, as ~~herein provided~~.

4.7 EXECUTIVE MEMBER OF THE BOARD

The President of the Company shall be an executive member of the Board and as such shall be entitled to be present at all meetings of the Board and to take part in all discussions at meetings of the Board but shall not have any right to vote at any such meeting. The Secretary of the Company shall send notice of all meetings of the Board to such executive member, including all materials provided to the directors, at the same time and in the same manner as notice is provided to such directors.

4.8 REMOVAL OF DIRECTOR

The Members shall not otherwise vote to remove a director unless the Member, Designated Group of Members, the Special User, ~~or the Province,~~ or the nominating group described at section 4.2.4, whichever designated such director, shall agree to such director's removal.

4.9 MEETINGS OF THE BOARD

4.9.1 At least 4 meetings of the Board shall be held in each calendar year, such meetings to be held on a quarterly basis. Meetings of the Board

may also be called by the Chair of the Board, by the Chair's initiative or if requested by the President or the User Committee. If the President or the User Committee shall request in writing to the Chair of the Board that a meeting of the Board be called, the Chair shall convene a meeting of the Board to be called and held within one month or such other period as is reasonably practicable, of such request; provided however that if such meeting is of a material or emergency nature, the Chair shall convene the meeting of the Board within two weeks of such request.

- 4.9.2 The Chair of the Board shall have a second or casting vote at any meetings of the Board or of the Members.
- 4.9.3 The Secretary of the Company shall give each director and the President, at least 7 days notice of each meeting of the Board and a reasonable description of the matters to be discussed at such meeting, except that failure to receive notice or adequate notice shall not invalidate the proceedings of any meeting if each director gives to the Company, before or after the meeting, a signed waiver of such notice. Notwithstanding the foregoing, notice of any meeting may be waived by consent in writing of all directors.

4.10 BOARD DUTIES

The Board will, subject to the terms of this Agreement, supervise the general management of the business and affairs of the Company to ensure compliance with the Purpose and otherwise, with the authority to overview the general management of the Company, and supervise and give direction to the President in accordance with the Articles, the *Business Corporations Act*, the *ECC Act* and this Agreement. Notwithstanding the generality of the foregoing, the Board shall be responsible for the following:

- 4.10.1 subject to receiving and considering the advice of the User Committee with respect to President selection, the appointment of the President and the approval of the contract of employment for the President, including terms and conditions of employment, provided that any contract shall not exceed five years in length, shall provide for earlier termination by the Board and shall be renewable at the discretion of the Board;

~~approval of all contracts for services to be provided to the Company which are outside the Authorized Operating Budget or require payments thereunder in excess of \$500,000 per year or such other higher amount as is determined by the vote of the Class A Members at a general meeting;~~

- 4.10.2 subject to receiving and considering the advice of the User Committee, the duties and authority of the President;
- 4.10.3 the approval of the Authorized Operating Budget, as provided in Section 7.3;
- 4.10.4 the approval of the Authorized Capital Budget, as provided in Section 7.4;

~~4.10.5 the approval of the establishment of a base number of permanent positions within the Company and any increase to that base number of permanent positions thereafter;~~

~~4.10.6~~4.10.5 subject to receiving and considering the advice of the User Committee, the establishment of Rates, other than as provided in the Cost Sharing Formula~~Appendix C hereto~~, which will be, to the extent practicable, fair and equitable to all Members and Special Users, ~~the RCMP~~ considering all factors deemed necessary;

~~4.10.7~~4.10.6 the determination and approval of all long term capital requirements of the Company;

~~4.10.8 the approval of all contracts whereby the Company may provide services to persons who are not Members and the remuneration to be paid to the Company thereunder and in this regard the Board shall consult with the User Committee and consider the obligations of the Company to the Class B Members and the Purpose;~~

~~4.10.9~~4.10.7 the designation of any of the Company Services into categories of Designated Company Services, in addition to Fire Services, Police Services, Ambulance Services and Municipal Services, which are agreed to be Designated Company Services; and

~~4.10.10~~4.10.8 the approval of all borrowings of the Company, ~~within the Authorized Operating Budget or Authorized Capital Budget.~~

4.11 APPROVALS BY BOARD

All decisions taken by the Board shall be deemed to have been approved only if passed by a majority of the directors present at the meeting of the Board, except for the following matters which must be approved by not less than two-thirds of the directors present at the meeting:

~~4.11.1 the approval of any Authorized Operating Budget and/or Authorized Capital Budget which cumulatively will increase the Rates charged to Members and Special Users by more than two times the inflation rate in British Columbia from those charges in the previous year's Authorized Operating Budget and Authorized Capital Budget;~~

~~4.11.2 the issue of any Class A Shares to an Additional Member, as contemplated in Section 3.6 hereof; and~~

~~4.11.3~~4.11.2 the entering into, amendment to or termination of a Special User Agreement with a Special User, including the determination of whether that Special User will have the right to designate a director for election to the Board pursuant to Section 4.2.3.

4.12 REFERRAL TO CLASS A MEMBERS

~~4.12.1 Notwithstanding the terms of Section 4.11 hereof, if 30% or more of the directors determine that a matter should be presented to the Class A Members for their approval and determination, such directors may, if~~

~~they give notice in writing (the "Notice") to the President within two business days after the meeting of directors in which that matter was discussed and voted upon, require that the matter to be presented to the Class A Members at a general meeting called for that purpose.~~

~~4.12.2 The President shall upon receipt of the Notice advise the Chair of the Board and all directors of the receipt of the Notice and forthwith, within two business days, call a meeting of the Class A Members, such meeting to be held not more than one month after the giving of notice thereof.~~

~~4.12.3 If any matter referred to Class A Members pursuant to Section 4.12.1 is not approved by the Class A Members at that meeting, that matter may not again be referred to Class A Members pursuant to Section 4.12.1.~~

4.13.12 REPORTING BY DIRECTORS

~~4.13.14.12.1~~ A director who is designated pursuant to Sections 4.2.1, 4.2.2, 4.2.3, 4.2.4 or 4.2.5 hereof shall not be subject to any restriction imposed by the Company with respect to any reporting on matters conducted at meetings of the Board to the Member, Members, the Special User, or the Provincial government who appointed that director, including those Members within the Designated Group of Members and the agencies within the nominating group described at 4.2.4, which designated the director.

5. MANAGEMENT OF THE COMPANY

5.1 OFFICERS

The Company may have such officers as determined by the Board and will have at least three officers including a Chair of the Board, the President and a Secretary.

5.2 SPECIFIC DUTIES OF OFFICERS

5.2.1 The Chair of the Board, if present, shall chair meetings of the Board and of the Members. The Chair of the Board shall be a member of the Board and shall be appointed from the Independent Directors.

5.2.2 The President shall be the President of the Company. Subject to the general supervision and direction of the Board, the President shall be responsible for the general supervision, management and control of the operations of the Company on a day-to-day basis. The President shall, in fulfilling such duties, operate within the Purpose to provide the services as set forth in Section 2.1 hereof. Subject to the provisions herein relating to the User Committee and approvals required from, or consultations to be held with, the User Committee, the President will consult with the User Committee, from time to time as the President may determine, for advice and direction on the operational implication of decisions proposed for the Company which may affect any Company Services, the operations of the Company, and matters relating to the Authorized Operating Budget or the Authorized Capital Budget.

Within the constraints of the Authorized Budget and the Authorized Capital Budget, and subject to any determination of the Board or the Members, the President shall implement the decisions as so determined. Notwithstanding the generality of the foregoing, the President will:

- 5.2.2.1 manage the operations of the Company to meet the requirements of the users within the Purpose;
- 5.2.2.2 either directly or through the President's designate, meet with the User Committee and Service Committees and assist the User Committee in determining the Established Standards of Services, as hereinafter provided;
- 5.2.2.3 be responsible for the hiring and termination of staff for the Company;
- 5.2.2.4 prepare and submit an annual operating budget and a capital budget for the review of the User Committee and the approval by the Board or Members, as the case may be;
- 5.2.2.5 prepare and deliver following approval of the Board, an annual report to the Members, the Special Users and to the Minister under the *ECC Act* within the time as required thereunder;
- 5.2.2.6 request proposals for delivery of services to the Company, analyze such proposals and submit recommendations on such proposals to the Board for approval, if such approval is required;
- 5.2.2.7 ensure proper record keeping of books and records for the Company as required by law or by the Board; and
- 5.2.2.8 monitor compliance with the Articles, the *Business Corporations Act*, the *ECC Act* and the Agreement by the Members, Board, the User Committee, the Service Committees and the officers.

The President shall report to the Board, and will be an executive member of the Board as set forth in Section 4.7 hereof.

- 5.2.3 The Secretary shall prepare the agenda for all meetings of the Members and the Board and shall draw up minutes of such meetings and shall be responsible for the safekeeping of the books and records of the Company.

5.3 VACANCY OF OFFICE

Any vacancy of office caused by the resignation, removal, death or incapacity of an officer shall be filled by appointment of the Board.

5.4 SIGNING AUTHORITY

The authorized signing officers of the Company in respect of legal documents or any bank or other financial institution or the opening of any corporate bank accounts shall be as determined by the Board.

5.5 AUDITORS

The Class A Members shall appoint the auditors of the Company from time to time.

5.6 FINANCIAL YEAR END

Until changed by an ordinary resolution of the Members, the financial year-end of the Company shall be December 31.

6. COMMITTEES

6.1 SERVICE COMMITTEES

- 6.1.1 There shall be established for each Designated Company Service provided by the Company such as F-fire, Ppolice, Aambulance and Mmunicipal services, a service committee (the "Service Committee"). A Service Committee will be established from time to time.
- 6.1.2 Those Class A Members who hold a Class A Share for a Designated Company Service shall appoint a representative to the Service Committee for that Designated Company Service, provided that the representative so appointed shall be designated by the respective service department of that Member receiving the Designated Company Service. The RCMP shall be entitled to appoint a representative to the Service Committee for Police Services. If specified in a Special User Agreement for a Special User other than the RCMP, that Special User shall be entitled to appoint a representative to one or more Services Committees, as specified in that Special User Agreement. Each Member holding a Class B Share shall be entitled to have a representative appointed by the service department represented by that Class B Share (the "Class B Representative") to attend meetings of the Service Committee.
- 6.1.3 Each representative on a Service Committee, other than a Class B Representative, shall have a vote.
- ~~6.1.4 Each Service Committee will appoint, from their representatives, a chair and a vice-chair. The chair or the vice-chair of each Service Committee shall be a representative of a Member who is participating in the integrated dispatch centre which is part of the E-Comm Building or in the case of the Service Committee for Police Services, a representative of the RCMP if the Special User Agreement has not been terminated.~~
- ~~6.1.56.1.4~~ 6.1.4 Each Service Committee will meet, from time to time, as required, to advise the President on the operations of the Company as they affect the Designated Company Sservice represented by that Service Committee. The President or a designate of the President shall be entitled to be at each meeting of a Service Committee. Meetings of a Service Committee may be called by the Service Committee or by the President.
- ~~6.1.66.1.5~~ 6.1.5 Notwithstanding the foregoing, if there shall be only one Member receiving a Designated Company Service, the Service Committee for that Designated Company Service may establish such rules as it may

desire with respect to the number of representatives and related matters for that Service Committee, provided however, that Service Committee shall only be entitled to have its chair or vice-chair as a representative on the User Committee.

6.2 USER COMMITTEE

6.2.1 There will be established for the Company, a committee comprised of the chairs and vice-chairs of each of the Service Committees (the "User Committee"). The User Committee shall advise and instruct the President on policies related to the operations of the Company, the delivery of Designated Company Services and the requirements of the users of Designated Company Services within the Established Standards of Service and to meet the Purpose.

6.2.2 The User Committee shall, notwithstanding the generality of the foregoing:

6.2.2.1 within the financial budgets from time to time established by the Board, formulate the Established Standards of Service, which shall be formulated with the objective of meeting and maintaining the Primary Purpose;

6.2.2.2 advise the Board on the appointment of the President;

6.2.2.3 review, and provide advice to the Board on, the proposed annual operating budget and proposed annual capital budget, ~~and may provide advice to the Board with respect thereto;~~

6.2.2.4 review, and provide advice to the Board on, the establishment of Rates and any proposed change to the Cost Sharing Formula, ~~and provide advice to the Board with respect thereto;~~ and

~~6.2.2.5 approve the appointment of firms to provide services to the Company.~~

6.2.3 The User Committee shall have the right on written notice to the Board specifying the issues to be brought before the Board, with a copy to the President, to require the Chair of the Board to call a meeting of the Board at which the User Committee is represented.

7. FINANCIAL MATTERS AND RECORDS

7.1 BOOKS AND RECORDS

The Company shall keep books of account and records in accordance with generally accepted accounting principles and furnish to each Member and the RCMP copies of such accounting reports and financial statements as herein provided.

7.2 FINANCIAL STATEMENTS

The President shall cause to be made available ~~delivered~~ to each member of the Board, to the Members holding Class A Shares and to each Special User the following financial statements, prepared in accordance with Canadian generally accepted accounting principles:

- 7.2.1 Upon the request of a Class A Member or Special User, as soon as available and in any event, within 70 days after the end of each of the first three quarters of each fiscal year, an unaudited balance sheet of the Company as of the end of such quarter, the related statement of changes in financial position for the quarter then ended and, if applicable, the six-month period or nine-month period of such fiscal year then ended; and
- 7.2.2 as soon as available and in any event, within 120 days after the end of each fiscal year, the audited balance sheet of the Company as of the end of such fiscal year and the related statements of earnings and retained earnings and statement of changes in financial position for the fiscal year then ended, all accompanied by an opinion of the Company's auditors.

7.3 AUTHORIZED OPERATING BUDGET

- 7.3.1 Prior to the beginning of each fiscal year and in sufficient time to permit the implementation thereof, the President shall submit to the User Committee for its review, and to the Board for its review and approval, a proposed annual operating budget for such fiscal year which will show the income and expenses for the day to day operations of the Company and the Rates to be charged to Class A Members and the Special Users for the year. The User Committee may, following its review, provide advice to the Board and the President on the proposed annual operating budget.
- 7.3.2 The proposed annual operating budget for a fiscal year shall be approved by the Board following the steps in Section 7.3.1, prior to the commencement of that fiscal year, in any case with such amendments or variations thereto as the Board shall deem appropriate and approve, provided that the Board shall recognize the Purpose. The Board shall consult with the User Committee and consider the advice of the User Committee on the proposed annual operating budget, including any Rates proposed.
- 7.3.3 No later than 90~~75~~ days or as soon as reasonably practicable after the end of each fiscal quarter, the President shall submit to the Board a report on the statement of accounts of the Company.
- 7.3.4 In this Agreement, "Authorized Operating Budget" means, at any time, the annual operating budget for such time that has been approved by the Board. An Authorized Operating Budget may be amended from time to time by the Board subject as herein otherwise specifically provided.

7.4 AUTHORIZED CAPITAL BUDGET

- 7.4.1 Prior to the beginning of each fiscal year and in sufficient time to permit the implementation thereof, the President shall submit to the User Committee for its review and to the Board for its review and approval, a proposed annual capital budget for such fiscal year which will provide for all capital expenditures to be made for the Company for that year

and any long term capital plans or proposed capital expenditures for any subsequent years. The User Committee may, following its review, provide advice to the President and the Board on the proposed annual capital budget.

- 7.4.2 The proposed annual capital budget for a fiscal year shall be approved by the Board, prior to the commencement of that fiscal year, in any case with such amendments or variations thereto as the Board shall deem appropriate and approve, provided that the Board shall recognize the Purpose. The Board shall consult with the User Committee and consider the advice of the User Committee on a proposed annual capital budget.
- 7.4.3 No later than ~~90~~⁷⁵ days or as soon as reasonably practicable after the end of each fiscal quarter, the President shall submit to the Board a report on the statement of accounts of the Company.
- 7.4.4 In this Agreement, "Authorized Capital Budget" means, at any time, the annual capital budget for such time that is approved by the Board. An Authorized Capital Budget may be amended from time to time by the Board, subject as herein otherwise specifically provided.

8. FUNDING BY MEMBERS

8.1 GENERAL REQUIREMENTS OF FUNDING

All funding requirements for the Company shall be as determined by the Board after consultation with the User Committee and any chief financial officer of the Company, and other than funding which is provided by: (a) organizations who are not Members of the Company; or (b) Members, or other organizations, to which the Company renders Company Services other than Police, Fire, Ambulance and Municipal Services, shall be charged to (i) the Members holding Class A Shares, except the Government Agency holding the Class A Share in place of a Special User, provided however that those Class A Members who receive policing services from the RCMP pursuant to the Policing Agreement will be charged for any costs not covered by the Policing Agreement and required to be charged to them directly from the Company, and (ii) the Special Users ~~and (iii) the Class B Members who receive any consolidated dispatch services (the "Paying Members")~~, in accordance with the Rates established substantially in the manner contemplated in the Cost sSharing Fformula ~~set forth as Schedule C hereto~~, and to the extent possible, shall be structured in a manner to be fair and reasonable to the Class A Members, Paying Members and the Special Users, as if those Special Users were Class A Members. ~~Notwithstanding the foregoing, it is understood that the Provincial government will be billed directly by the RCMP for all police related services provided under the Policing Agreement.~~

8.2 RATES FOR POLICE, FIRE, AMBULANCE AND MUNICIPAL COMPANY SERVICES

The Paying Members hereby agree that the Rates to be assessed by the Company for Police Services, Fire Services, Ambulance Company Services and Municipal Services against the Paying Members and the Special Users and payable by the Paying Members and the Special Users ~~for Company Services~~ shall be established substantially in accordance with the Cost

~~Ssharing fFormula set forth as Schedule C attached hereto and no amendment will be made thereto except in the manner contemplated herein in this Agreement.~~

8.3 OBLIGATION TO PAY

8.3.1 Each ~~Paying Member and Special User~~ hereby agrees to pay all Rates assessed and charged to it by the Company, determined in accordance with any approved ~~Ceost Ssharing Fformula~~. Rates shall be payable quarterly in advance upon invoicing by the Company.

8.3.2 ~~If a Municipality which is a Member receives its policing services through the RCMP pursuant to the Policing Agreement, such Member hereby acknowledges that the RCMP may be assessed Rates by the Company to cover Company Services as part of the policing services provided to those Municipalities, and that Member agrees to pay to the RCMP all amounts charged by the RCMP to that Municipality for such policing services and agrees to pay to the Company such Rates as allocated for use of the E-Comm Building which otherwise do not form part of policing services.~~

8.4 APPROPRIATION FOR PROVINCIAL GOVERNMENT

~~Any obligation of the Provincial government to pay money under this Agreement is subject to an appropriation being available in the fiscal year of the Provincial government during which the payment becomes due.~~

9. RESTRICTIONS ON MEMBERS TRANSFERS

9.1 RESTRICTIONS ON TRANSFER OF SHARES

9.1.1 Each of the Members agrees that it will not sell, transfer, assign, mortgage, pledge, charge, hypothecate, encumber, alienate or otherwise dispose of, create a security interest in, grant an option on, or cease to be the holder of any Shares of the Company, or any right or interest therein at any time now or hereinafter held or owned by or for them (anyone of such actions being herein called a "transfer"), except that if a Municipality is amalgamating with another Municipality, the Shares of each of the Municipalities will be cancelled and one new Share will be issued in the name of the new amalgamated Municipality for each Designated Company Service then received or proposed to be received, upon that new Municipality executing an agreement to be bound by the terms of this Agreement, or except as otherwise approved by the directors.

9.1.2 Any actual, attempted or purported transfer by any Member of all or any part of its Share which does not comply with the provisions of this Agreement shall be void and of no effect.

10. WINDING UP OR DISSOLUTION

10.1 WINDING UP OR DISSOLUTION

If alternate sources are available for all of the services equivalent to the Company Services then being provided to the Members, and if adequate provision is made for the payment of all outstanding debts and liabilities of the Company and the consent of any major lenders to such winding up or dissolution is obtained, if such consent is required under the terms of any lending agreement with the Company, the Members holding Class A Shares and Class B Shares may, by special resolution passed by not less than two-thirds ~~75%~~ of the votes cast upon such resolution, attached to all Shares resolve to wind up or dissolve the Company in accordance with the provisions of the *Business Corporations Act* and ~~to~~ dispose of the property, equipment and assets of the Company as provided in this Agreement.

10.2 DISPOSITION OF PROPERTY

In the event of a winding up or dissolution of the Company pursuant to Section 10.1 hereof, the property, equipment and assets owned and leased by the Company shall be disposed of in the following manner and the Members shall vote to dispose of the property, equipment and assets in the following manner:

- 10.2.1 all property, equipment or assets owned or leased by the Company and assigned for the exclusive use of any one Member or any one Special User (the "Purchasing Party") may be purchased from the Company by the Purchasing Party at the fair market value thereof. The President, with the assistance of consultants or otherwise, shall establish a fair market value to such property, equipment or assets and shall advise the Purchasing Party, by written notice, of the fair market value as established. The Purchasing Party may within ten days of receipt of that notice from the President, dispute the fair market value by notice in writing to the President, in which event within five days of that written notice the President and the Purchasing Party shall agree to appoint a valuator, knowledgeable in the valuation of the property, assets or equipment being purchased, to establish the fair market value. The determination of the valuator, which shall be made within twenty days of the appointment of the valuator, will be final and binding on the Company and the Purchasing Party. The costs of any valuation will be borne by the Purchasing Party and the Company, jointly. Any payment made by a Member hereunder shall be applied by the Company to reduce the debt incurred to purchase that equipment;
- 10.2.2 all property, assets and equipment owned or leased by the Company and not purchased under Section 10.2.1 shall be offered by the President, in blocks as determined by the President, to all Members holding Class A Shares and all Special Users, pursuant to an auction. The President shall have full authority to establish the rules for and operate any such auction; and
- 10.2.3 any property, equipment and assets owned or leased by the Company and not disposed of pursuant to Section 10.2.1 and 10.2.2 may be sold or disposed of by the President or such other person as determined by the President.

10.3 DISTRIBUTION OF MONIES

All monies realized by the Company on the disposition pursuant to Section 10.2 shall:

10.3.1 firstly, be used to satisfy all debts and liabilities of the Company; and

10.3.2 secondly, be distributed in the manner provided in Article 25.3 of the Articles.

11. WITHDRAWAL BY ANY MEMBER

11.1 WITHDRAWAL BY ANY ONE MEMBER

Any Member may cease to be a Member of the Company by giving prior written notice (the "Notice") of its desire to cease to be a Member, in which event:

11.1.1 the date (the "Withdrawal Date") on which such Member ceases to be a Member (the "Withdrawing Member") shall be the end of the year next following the year in which the Notice is received by the Company;

11.1.2 such Member shall be obligated to pay to the Withdrawal Date as requested by the Company as a Rate, the share of the Member's obligation to any long-term capital obligations, including any lease obligations, or repayments thereof committed to by the Company up to the Withdrawal Date;

11.1.3 the Company will determine to transfer to the Member all user equipment used by that Member which has been paid for by the Member; and

11.1.4 upon receipt by the Company of the payment required in Section 11.11.2, the Member shall surrender the Share held by it for cancellation and that Member shall cease to be a Member.

11.2 SPECTRA ON WITHDRAWAL

Any radio spectra held by the Company at the time of withdrawal shall not be available for use by a Withdrawing Member.

12. TERMINATION

12.1 TERMINATION

This Agreement shall terminate upon:

12.1.1 the completion of the winding-up or dissolution of the Company; or

12.1.2 the agreement of a simple majority of the Members, provided that the Members shall not be permitted to agree to terminate the Agreement unless all debts and liabilities of the Company have been provided for or- such termination is otherwise and unless permitted by law under the ECG Act.

13. CONFIDENTIALITY

13.1 NON-DISCLOSURE OF CONFIDENTIAL INFORMATION

The Members acknowledge the provisions of Section 9 of the *ECC Act*. The obligations of the Members and the Company under this Article 13 are subject to the applicable provisions of the *ECC Act* and the *Freedom of Information and Protection of Privacy Act* (British Columbia). The Members shall, and shall ensure that all of their respective officials and employees shall, hold all Confidential Information of any kind or nature acquired in their course of dealing with the Company, with each other or one or more Special Users in the Company or in their capacity as Members in confidence and shall use such Confidential Information solely for purposes related to their capacity as Members. The Members shall not, and shall ensure that their respective employees shall not, disclose any such Confidential Information at any time or otherwise make use of such Confidential Information for any purpose other than as Members.

14. GENERAL

14.1 APPLICABILITY

Except as otherwise expressly provided in this Agreement, this Agreement applies to each Member only so long as the Member holds Shares in the Company.

14.2 PRECEDENCE

The Members shall be governed by the provisions of the *ECC Act*, ~~the Notice of Articles~~, the Articles, the *Business Corporations Act* and this Agreement. In the event of any inconsistency among the provisions of any such documents, to the extent permitted by law and subject to the *ECC Act*, the provisions of this Agreement will take precedence and bind the parties and in particular the Members agree that the specific provisions of this Agreement shall override those general provisions in the Articles.

14.3 AMENDMENTS

Subject to the provisions of the *ECC Act*, this Agreement may be amended by a simple majority resolution ~~agreement in writing of the~~ Members holding 50% or more of the ~~50% or more of the~~ Class A Shares except for those provisions as specifically set forth herein.

14.4 ASSIGNMENT

This Agreement may not be assigned by any Member except as provided for specifically herein.

14.5 COUNTERPARTS; FACSIMILE

This Agreement may be executed in any number of counterparts with the same effect as if all parties had all signed the same document. All counterparts will be construed together and will constitute one and the same agreement. This Agreement may be executed by the parties and transmitted by facsimile transmission and if so executed and transmitted this Agreement will be for all purposes as effective as if the parties had delivered an executed original Agreement.

14.6 ENTIRE AGREEMENT

This Agreement, including the Schedules hereto and the agreements referred to herein, constitutes the entire Agreement between the parties hereto related to their membership in the Company, it being understood that additional agreements may be entered into relating to equipment and use thereof, use and access to information which may be restricted and other matters as required. ~~There are not and shall not be any verbal statements, representations,~~

warranties, undertakings or agreements between the parties and this Agreement may not be amended or modified in any respect except by written instruments signed by all of the parties hereto.

14.7 ENUREMENT

This Agreement shall enure to the benefit of and be binding on the respective successors, executors, administrators and permitted assigns of each of the Members and the Company.

14.8 FURTHER ASSURANCES

The Members shall execute such further assurances and other documents and instruments and do such further and other things as may be necessary to implement and carry out the intent of this Agreement. Each of the Members agrees that it will vote and act at all times as a shareholder of the Company and in all other respects use its best efforts and take all steps as may be reasonable within its powers so as to cause the Company to act in the manner contemplated by the provisions of this Agreement and so as to implement to their full extent the provisions of this Agreement (including the entering into of agreements by the Company with one or more of the parties hereto or other persons).

14.9 NO PARTNERSHIP

Nothing in this Agreement shall be deemed in any way or for any purpose to constitute any party a partner of any party hereto in the conduct of any business or otherwise or a member of a joint venture or a joint enterprise with any other party hereto.

14.10 NOTICE

A notice, statement or report may be given or delivered by the Company to any Member by delivery to it personally or by sending it by mail or by facsimile to the Member at its address as recorded in the Company's central securities register or by any other means permitted by the *Business Corporations Act*. Where a notice, statement or report is sent by mail, service or delivery of the notice, statement or report shall be deemed to be effected by properly addressing, prepaying and mailing the notice, statement or report and to have been given on the day, Saturdays, Sundays and holidays excepted, following the date of mailing or the date of sending same by facsimile. Where the notice, statement or report is sent by any other means permitted by the *Business Corporations Act*, service or delivery of the notice, statement or report shall be deemed to have been given at the time therefor specified in that Act. A certificate signed by the Secretary or other officer of the Company or of any other corporation acting in that behalf for the Company that the letter, envelope or wrapper containing the notice, statement or report was so addressed, prepaid and mailed shall be conclusive evidence thereof.

14.11 TIME OF THE ESSENCE

Time shall be of the essence of this Agreement and the transactions contemplated hereby.

14.12 WAIVER

No provision of this Agreement shall be deemed to be waived unless such waiver is in writing. Any waiver of any default by any party hereto in the observance or of the

performance of any part of this Agreement shall not extend to or be taken in any manner to affect any other default.

14.13 RESTATEMENT OF ORIGINAL AGREEMENT

This Agreement is an amended and restated version of the Current Agreement. This Agreement reflects a restatement of the Current Agreement, as amended, as at July 1, 2021~~10~~.

SCHEDULE A
ARTICLES OF THE COMPANY

Incorporation No. 550595

BUSINESS CORPORATIONS ACT ARTICLES
OF
E-COMM EMERGENCY COMMUNICATIONS
FOR ~~SOUTHERN~~ BRITISH COLUMBIA INCORPORATED

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BUSINESS CORPORATIONS ACT ARTICLES
OF
E-COMM Emergency Communications
for ~~Southwest~~ British Columbia Incorporated
(the “Company”)

PART 1
INTERPRETATION

1.1 In these Articles, unless there is something in the subject or context inconsistent therewith:

- (a) “Board” and “the Directors” or “the directors” mean the Directors of the Company for the time being;
- (b) “Business Corporations Act” means the *Business Corporations Act* of the Province of British Columbia as from time to time enacted and all amendments thereto and includes the regulations made pursuant thereto;
- (c) “Class A Shares” mean the Class A Shares of the Company having special rights and restrictions as set forth in Article 23 hereof;
- (d) “Class B Shares” mean the Class B Shares without par value of the Company having special rights and restrictions as set forth in Article 23 hereof;
- (e) “Company Services” mean the holding, management and allocation of radio spectra; the provision of radio communications; the management and maintenance of radio systems and related infrastructure and equipment; the provision of mobile data services; the provision of 911 and non-emergency call answering and call taking, switching and recording; the provision of alarm monitoring; the provision of dispatch services; the provision of emergency disaster communications; the provision of emergency response communications; the provision of emergency management information systems; the maintenance of management information systems and other technology related to the delivery of emergency services; and any other services permitted under the ECC Act from time to time;
- (f) “Designated Company Service” means each of Police Services, Fire Services, Ambulance Services, and Municipal Services and such other general categories of Company Services as may be designated by the Board;

- (g) "E-Comm System" means the wide area radio system operated by the Company, including all rights, properties, infrastructure and equipment related thereto;
- (h) "ECC Act" means the Emergency Communications Corporations Act of the Province of British Columbia as from time to time enacted and all amendments thereto and includes the regulations made pursuant thereto;
- (i) "entity" means a municipality, a regional district, the provincial government or the federal government or a government agency or an emergency service agency, as defined in the ECC Act;
- (j) "month" means calendar month;
- (k) "Members" means any person who becomes a shareholder for as long as any such person holds Shares in the Company;
- (l) "Members' Agreement" means an agreement entered into among all of the Members relating to the operation of the Company and the relationship of the Members as approved by the Minister under the ECC Act, as amended from time to time;
- (m) "Notice of Articles" means the notice of articles of the Company filed with the Registrar under the Business Corporations Act, as amended from time to time;
- (n) "registered owner" or "registered holder" when used with respect to a share in the authorized share structure of the Company means the person registered in the central securities register in respect of such share;
- (o) "Registrar" means the Registrar of Companies for the Province of British Columbia or other authorized person performing his duties as Registrar under the Business Corporations Act;
- (p) "seal" means the common seal of the Company; and
- (q) "Shares" means the Class A Shares and the Class B Shares; ~~and~~

~~"Territory" means the geographic area within which a service is or is capable of being provided by the E-Comm System to a Member or to any person contracting with the Company at a particular point in time.~~

1.2 Expressions referring to writing shall be construed as including references to printing, lithography, typewriting, photography and other modes of representing or reproducing words in a visible form.

1.3 Words importing the singular include the plural and vice versa; and words importing male persons include female persons and words importing persons shall include corporations.

1.4 The meaning of any words or phrases defined in the Business Corporations Act shall, if not inconsistent with the subject or context, bear the same meaning in these Articles.

1.5 The Rules of Construction contained in the Interpretation Act (British Columbia) shall apply, mutatis mutandis, to the interpretation of these Articles.

1.6 The Members shall be governed by the provisions of the ECC Act, the Notice of Articles, these Articles, the Business Corporations Act and the Members' Agreement. In the event of any inconsistency among the provisions of any such documents, to the extent permitted by law and subject to the ECC Act, the provisions of the Members' Agreement will take precedence and bind the parties and in particular the Members agree that the specific provisions of the Members' Agreement shall override those general provisions in these Articles.

PART 2

SHARES AND SHARE CERTIFICATES

2.1 Every Member is entitled, without charge, to one certificate representing the share held by it; and delivery of a certificate for a share to it or its duly authorized agent shall be sufficient delivery to it. Any share certificate may be sent through the mail by registered prepaid mail to the Member entitled thereto, and the Company shall not be liable for any loss occasioned to the Member owing to any such share certificate so sent being lost in the mail or stolen.

2.2 If a share certificate:

- (a) is worn out or defaced, the Directors shall, upon production to them of the said certificate and upon such other terms, if any, as they may think fit, order the said certificate to be cancelled and shall issue a new certificate in lieu thereof; or
- (b) is lost, stolen or destroyed, then, upon proof thereof to the satisfaction of the Directors and upon such indemnity, if any, as the Directors deem adequate being given, a new share certificate in lieu thereof shall be issued to the person entitled to such lost, stolen or destroyed certificate.

Such sum, not exceeding the amount specified in the Business Corporations Act, as the Directors may from time to time fix, shall be paid to the Company for each certificate to be issued under this Article.

2.3 Every share certificate shall be signed manually by at least one officer or Director of the Company, and any additional signatures may be printed or otherwise mechanically reproduced and, in such event, a certificate so signed is as valid as if signed manually, notwithstanding that any person whose signature is so printed or mechanically reproduced shall have ceased to hold the office that the officer or Director is stated on such certificate to hold at the date of the issue of the share certificate.

2.4 Except as required by law, statute or these Articles, no person shall be recognized by the Company as holding any share upon any trust, and the Company shall not be bound by or compelled in any way to recognize (even when having notice thereof) any equitable, contingent, future or partial interest in any share or in any fractional part of a share or (except only as by law, statute or these Articles provided or as ordered by a court of

competent jurisdiction) any other rights in respect of any share except an absolute right to the entirety thereof by its registered holder.

PART 3

ISSUE OF SHARES

3.1 Subject to Articles 3.2 and 3.3, the Notice of Articles and any direction to the contrary contained in a resolution passed at a meeting of shareholders authorizing any increase or alteration of the authorized share structure, the shares shall be under the control of the Directors who may, subject to the rights of the holders of the shares of the Company for the time being outstanding, issue, allot, sell, otherwise dispose of, or otherwise deal in, shares authorized but not outstanding, at such times, to such persons, in such manner, upon such terms and conditions, and at such price or for such consideration, as they may determine, subject as hereinafter provided.

3.2 Except as otherwise permitted by the Business Corporations Act, no share may be issued until it is fully paid and the Company shall have received the full consideration therefor in cash.

3.3 Class A Shares and Class B Shares may be issued to such entities as permitted in the ECC Act and permitted in the Members' Agreement, in the manner provided in the Members' Agreement.

3.4 Members receiving Class A Shares may subscribe for and receive one Class A Share for each Designated Company Service it has agreed to receive from the Company.

3.5 Members receiving Class B Shares may subscribe for and receive one Class B Share for each Designated Company Service proposed to be received by it from the Company.

3.6 Concurrent with the issuance of a Class A Share or a Class B Share to a Member, the Member shall enter into the Members' Agreement with the Company and the other Members.

PART 4

SHARE REGISTERS

4.1 The Company shall keep or cause to be kept within British Columbia a separate central securities register for each class of shares, as required by the Business Corporations Act.

4.2 Unless prohibited by the Business Corporations Act, the Company may keep or cause to be kept one or more branch securities registers at such place or places as the Directors may from time to time determine.

4.3 The Company shall not at any time close its central securities register.

PART 5

TRANSFER AND TRANSMISSION OF SHARES

5.1 None of the Shares of the Company are transferable and no Member may transfer any of its Shares in any manner whatsoever.

5.2 The trustee or trustee in bankruptcy of a Member, although not a Member, shall have the same rights, privileges and obligations that attach to the shares held by the Member if the documents required by the Business Corporations Act shall have been deposited with the Company.

5.3 Any person becoming entitled to a share as a trustee or trustee in bankruptcy of a Member, upon such documents and evidence being deposited with the Company as the Business Corporations Act requires, or who becomes entitled to a share as a result of an order of a Court of competent jurisdiction or a statute, has the right to be registered as a Member in such person's representative capacity in respect of such share.

PART 6

ALTERATION OF AUTHORIZED SHARE STRUCTURE

6.1 The Company may, by passing an ordinary resolution and filing a notice of alteration with the Registrar, amend its Notice of Articles to increase the authorized share structure of the Company by:

- (a) creating shares with par value or shares without par value, or both;
- (b) increasing the number of shares with par value or shares without par value, or both; or
- (c) increasing the par value of a class of shares with par value, if no shares of that class are issued.

6.2 The Company may, by passing a special resolution and filing a notice of alteration with the Registrar, alter its Notice of Articles to subdivide, consolidate, change from shares with par value to shares without par value, or from shares without par value to shares with par value, or change the designation of all or any of its shares but only to such extent, in such manner and with such consents of Members holding a class or series of shares which is the subject of or affected by such alteration, as the *Business Corporations Act* provides.

6.3 The Company may alter its Notice of Articles or these Articles:

- (a) by special resolution, to create, define and attach special rights or restrictions to any shares; and
- (b) by special resolution and by otherwise complying with any applicable provision of these Articles, to vary or abrogate any special rights and restrictions attached to any shares, and in each case by depositing the special resolution at its records office, and filing a notice of alteration with the Registrar, but no right or special right attached to any issued shares shall be prejudiced or interfered with unless, if the right or special right prejudiced or interfered with is attached to a class of shares, Members holding shares of that class consent by a separate resolution of the Members of that class, passed by a majority of not less than 75% of the votes cast, or by such greater majority as may be specified by the special rights and restrictions attached to the class.

Notwithstanding the foregoing provisions of this Part, no such alteration shall be valid as to any part of the issued shares of any class unless the holders of the issued shares of such

class not being changed either all consent thereto in writing or, at a separate class meeting, consent thereto by a resolution passed by the votes of Members holding in the aggregate not less than 75% of the shares not being changed of that class.

6.4 Subject to the provisions of the Business Corporations Act, unless specified otherwise in these Articles or in the special rights and restrictions attached to any class of shares, the provisions of these Articles relating to meetings of shareholders shall apply, with the necessary changes and so far as they are applicable, to a class meeting of Members holding a particular class or series of shares.

PART 7

PURCHASE OF SHARES

7.1 Subject to the special rights and restrictions attached to any class of Shares, the Company may, by a resolution of the Directors and in compliance with the Business Corporations Act, purchase any of its shares at a price not exceeding the amount paid up on the issue of such shares.

7.2 No such purchase shall be made if the Company is insolvent at the time of the proposed purchase or if the proposed purchase would render the Company insolvent.

7.3 Subject to the provisions of the Business Corporations Act, any shares purchased by the Company shall be cancelled and may be reissued.

PART 8

BORROWING POWERS

8.1 The Directors may from time to time on behalf of the Company:

- (a) borrow money in such manner and amount, on such security, from such sources and upon such terms and conditions as they think fit;
- (b) issue bonds, debentures and other debt obligations either outright or as security for any liability or obligation of the Company or any other person; and
- (c) mortgage, charge, whether by way of a security interest, a specific or floating charge, or give other security on the undertaking, or on the whole or any part of the property and assets of the Company (both present and future).

8.2 Any bonds, debentures or other debt obligations of the Company may be issued at a discount, premium or otherwise, and with any special privileges as to redemption, surrender, drawing, allotment of or conversion into or exchange for other securities, attending and voting at meetings of shareholders of the Company, appointment of Directors or otherwise and may by their terms be assignable free from any equities between the Company and the person to whom they were issued or any subsequent holder thereof, all as the Directors may determine.

8.3 Every bond, debenture or other debt obligation of the Company shall be signed manually by at least one Director or officer of the Company or by or on behalf of a trustee, registrar, branch registrar, transfer agent or branch transfer agent for the bond, debenture or other debt obligation appointed by the Company or under any instrument under which the

bond, debenture or other debt obligation is issued and any additional signatures may be printed or otherwise mechanically reproduced thereon and, in such event, a bond, debenture or other debt obligation so signed is as valid as if signed manually notwithstanding that any person whose signature is so printed or mechanically reproduced shall have ceased to hold the office that he is stated on such bond, debenture or other debt obligation to hold at the date of the issue thereof.

PART 9

MEETINGS OF SHAREHOLDERS

9.1 Subject to any extensions of time permitted pursuant to the Business Corporations Act, the first annual general meeting of the Company shall be held within fifteen months from the date of incorporation and thereafter an annual general meeting shall be held once in every calendar year at such time (being not more than fifteen months after the date on which the last preceding annual general meeting was held or the date on which it was deemed to have been held in accordance with Article 9.2, whichever is later) and place as may be determined by the Directors.

9.2 If all the Members entitled to attend and vote at an annual general meeting consent in writing to all the business which is required or desired to be transacted at the meeting, the meeting shall be deemed to have been held on the date specified in the consent and it is not necessary that the meeting be held. The Members must, in any unanimous resolution passed under this Article, select as the Company's annual reference date a date that would be appropriate for the holding of the applicable annual general meeting.

9.3 All general meetings other than annual general meetings are herein referred to as and may be called extraordinary general meetings.

9.4 The Directors may, whenever they think fit, convene an extraordinary general meeting. An extraordinary general meeting, if requisitioned in accordance with the Business Corporations Act or if called in accordance with the Members' Agreement, shall be convened by the Directors or, if not convened by the Directors, may be convened by the requisitionists as provided in the Business Corporations Act.

9.5 The Company must send notice of the date, time and location of any meeting of shareholders, and, in the case of special business, the general nature of that business, in the manner provided in these Articles, or in such other manner, if any, as may be prescribed by ordinary resolution (whether previous notice of the resolution has been given or not), to each Member entitled to attend the meeting, to each director and to the Auditor of the Company, unless these Articles otherwise provide, at least the following number of days before the meeting:

- (a) if and for so long as the Company is a public company, 21 days;
- (b) otherwise, 10 days.

Accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any Member shall not invalidate the proceedings at that meeting.

9.6 All the Members of the Company entitled to attend and vote at a meeting of shareholders may, by unanimous consent in writing given before, during or after the meeting,

or if they are present at the meeting by a unanimous vote, waive or reduce the period of notice of such meeting and an entry in the minute book of such waiver or reduction shall be sufficient evidence of the due convening of the meeting.

9.7 Except as otherwise provided by the Business Corporations Act, where any special business at a meeting of shareholders includes considering, approving, ratifying, adopting or authorizing any document or the execution thereof or the giving of effect thereto, the notice convening the meeting shall, with respect to such document, be sufficient if it states that a copy of the document or proposed document is or will be available for inspection by Members:

- (a) at the registered office or records office of the Company or at some other place in British Columbia designated in the notice during usual business hours up to the date of such meeting of shareholders; or
- (b) on a website maintained by or on behalf of the Company designated in the notice up to the date of such meeting of shareholders.

PART 10

PROCEEDINGS AT MEETINGS OF SHAREHOLDERS

10.1 All business shall be deemed special business which is transacted at:

- (a) a meeting of shareholders that is not an annual general meeting other than the conduct of and voting at such meeting; and
- (b) an annual general meeting, with the exception of the conduct of, and voting at, such meeting, the consideration of the financial statement and of the respective reports of the Directors and Auditor, fixing or changing the number of directors, the appointment of the Auditor, the fixing of the remuneration of the Auditor and such other business as by these Articles or the Business Corporations Act may be transacted at a meeting of shareholders without prior notice thereof being given to the Members or any business which is brought under consideration by the report of the Directors.

10.2 No business other than election of the chair or the adjournment of the meeting of shareholders shall be transacted at any meeting of shareholders unless a quorum of Members entitled to attend and vote is present at the commencement of the meeting, but the quorum need not be present throughout the meeting.

10.3 Except as otherwise provided in these Articles, a quorum for a meeting of shareholders shall be two persons present and being, or representing by proxy, Members holding not less than 20% of the outstanding Class A Shares or other Shares entitled to be voted at the meeting. The Directors, any officer of the Company and the solicitor of the Company shall be entitled to attend at any meeting of shareholders but no such person shall be counted in the quorum or be entitled to vote at any meeting unless that person shall be a Member or proxyholder entitled to vote thereat.

10.4 If within half an hour from the time appointed for a meeting of shareholders a quorum is not present, the meeting, if convened upon the requisition of Members, shall be dissolved. In any other case it shall stand adjourned to the same day in the next week, at the

same time and place, and, if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the person or persons present and being, or representing by proxy, a Member or Members entitled to attend and vote at the meeting shall be a quorum.

10.5 The Chair of the Board shall be entitled to preside as chair at every meeting of shareholders of the Company.

10.6 If at any meeting of shareholders the Chair of the Board is not present within fifteen minutes after the time appointed for holding the meeting or is unwilling to act as chair, the Directors present shall choose one of their number to be chair or if all the Directors present decline to take the chair or shall fail to so choose or if no Director be present, the Members present shall choose one of their number to be chair.

10.7 The chair may, and shall if so directed by the meeting, adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for thirty days or more, notice, shall be given as in the case of an original meeting. Except as set forth in this Article, it shall not be necessary to give any notice of an adjourned meeting or of the business to be transacted at an adjourned meeting.

10.8 No motion proposed at a meeting of shareholders need be seconded and the chair may propose or second a motion.

10.9 Subject to the provisions of the Business Corporations Act, at any meeting of shareholders a resolution put to the vote of the meeting shall be decided on a show of hands, unless (before or on the declaration of the result of the show of hands) a poll is directed by the chair or demanded by at least one Member entitled to vote who is present in person or by proxy. The chair shall declare to the meeting the decision on every question in accordance with the result of the show of hands or the poll, and such decision shall be entered in the book of proceedings of the Company. A declaration by the chair that a resolution has been carried, or carried unanimously, or by a particular majority, or lost or not carried by a particular majority and an entry to that effect in the book of the proceedings of the Company shall be conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favour of, or against, that resolution.

10.10 In the case of an equality of votes, whether on a show of hands or on a poll, the chair of the meeting at which the show of hands takes place or at which the poll is demanded shall be entitled to a second or casting vote in addition to the vote or votes to which the chair may be entitled as a Member.

10.11 No poll may be demanded on the election of a chair. A poll demanded on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken, as soon as, in the opinion of the chair, is reasonably convenient, but in any event within seven days and at such time and place and in such manner as the chair of the meeting directs. The result of the poll shall be deemed to be the resolution of and passed at the meeting at which the poll was demanded. Any business other than that upon which the poll has been demanded may be proceeded with pending the taking of the poll. A demand for

a poll may be withdrawn. In any dispute as to the admission or rejection of a vote the decision of the chair made in good faith shall be final and conclusive.

10.12 Every ballot cast upon a poll and every proxy appointing a proxyholder who casts a ballot upon a poll shall be retained by the Secretary for such period and be subject to such inspection as the Business Corporations Act may provide.

10.13 On a poll a person entitled to cast more than one vote need not, if he votes, use all his votes or cast all the votes he uses in the same way.

PART 11

VOTES OF MEMBERS

11.1 The majority of votes required to pass a special resolution at a meeting of shareholders is not less than two-thirds ~~75%~~ of the votes cast on the resolution.

11.2 Subject to any special voting rights or restrictions attached to any class of shares on a show of hands every Member or its proxyholder who is present and entitled to vote at the meeting of shareholders shall have one vote and on a poll every Member shall have one vote for each share of which he is the registered holder and may exercise such vote either in person or by proxyholder.

11.3 Any entity which is a Member of the Company may authorize such person as it thinks fit to act as its representative at any meeting of shareholders. The person so authorized shall be entitled to exercise in respect of and at such meeting the same powers on behalf of the entity which the person represents as that entity could exercise if it were a Member of the Company personally present, including, without limitation, the right, unless restricted, to appoint a proxyholder to represent such municipality, person or organization and shall be counted for the purpose of forming a quorum if present at the meeting of shareholders. Evidence of the appointment of any such representative may be sent to the Company, if required or requested by the Company, in writing and may be delivered by mail, facsimile, electronic mail or any other method of transmitting legibly recorded messages. Notwithstanding the foregoing, an entity being a Member may appoint a proxyholder.

11.4 Member holding a share in respect of which it is entitled to vote shall be entitled to appoint a proxyholder to attend, act and vote for it on the same occasion. A Member may also appoint one or more alternate proxyholders to act in the place and stead of an absent proxyholder.

11.5 A form of proxy shall be in writing under the hand of the appointor or of the Member's attorney duly authorized in writing, or, if the appointor is an entity under the hand of a duly authorized signing authority or attorney. A proxyholder need not be a Member of the Company.

11.6 A form of proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy thereof shall be deposited at the registered office of the Company or at such other place as is specified for that purpose in the notice convening the meeting, not less than 48 hours (excluding Saturdays, Sundays and holidays) or such lesser period as the Directors may from time to time determine before the time for holding the meeting in respect of which the person named in the instrument is appointed. In addition to

any other method of depositing proxies provided for in these Articles, the Directors may from time to time by resolution make regulations relating to the depositing of proxies at any place or places and fixing the time or times for depositing the proxies, which time or times, if the Company is or becomes a reporting company, shall not exceed 48 hours (excluding Saturdays, Sundays and holidays) preceding the meeting or adjourned meeting specified in the notice calling a meeting of Members, and providing for particulars of such proxies to be sent to the Company or any agent of the Company in writing or by letter, facsimile or any method of transmitting legibly recorded messages so as to arrive before the commencement of the meeting or adjourned meeting at the office of the Company or of any agent of the Company appointed for the purpose of receiving such particulars and providing that proxies so deposited may be acted upon as though the proxies themselves were deposited as required by this Part and votes given in accordance with such regulations shall be valid and shall be counted.

11.7 A vote given in accordance with the terms of a proxy is valid notwithstanding the revocation of the proxy or of the authority under which the form of proxy was executed or the transfer of the share in respect of which the proxy is given, provided that no notification in writing of such revocation shall have been received at the registered office of the Company or by the chair of the meeting or adjourned meeting for which the proxy was given before the vote is taken.

11.8 Every proxy may be revoked by an instrument in writing:

- (a) executed by the Member giving the same or by its attorney authorized in writing or, where the Member is an entity, by a duly authorized signing authority or attorney of the entity; and
- (b) delivered either at the registered office of the Company at any time up to and including the last business day preceding the day of the meeting, or any adjournment thereof, at which the proxy is to be used, or to the chair of the meeting on the day of the meeting or any adjournment thereof, before any vote in respect of which the proxy is to be used shall have been taken;

or in any other manner provided by law.

11.9 Notwithstanding any other provision of these Articles:

any amendment to Articles 3.3, 3.4, 3.5, 12.1, 13.6, 19.1, 19.2, or 25.1 or any winding-up or dissolution of the Company ~~or such other matter as specifically provided in the Members' Agreement requiring approval by a vote of not less than 75% of the votes attached to all shares held by all of the Members,~~ shall require the approval by a majority of not less than 2/3 ~~75% of the votes cast by attached to Members holding the~~ Class A Shares and the Class B Shares ~~outstanding on the date of the vote;~~ and

such other issues as specifically provided in the Members' Agreement requiring approval by a vote of not less than two-thirds of the votes attached to all shares held by all of the Members, shall require the approval by a majority of not less than two-thirds of the votes cast by Members holding ~~attached to all~~ Class A Shares and Class B Shares ~~outstanding on the date of the vote,~~ together with such other approvals as set forth in the Members' Agreement.

PART 12

DIRECTORS

12.1 The number of Directors shall not be less than 3 nor more than 25 and the number of Directors may be fixed by ordinary resolution of the Members. The number of Directors and the persons to be elected as Directors shall be as determined in the manner provided in the Members' Agreement.

12.2 The Member or Members entitled to designate Directors for election pursuant to the Members' Agreement shall notify the Company not less than 7 days prior to each annual meeting of the Company or date for any annual consent resolution at which the respective appointment is to be effective, of the identity of the respective appointees by such Members to be Director, if any such appointees are to be changed at the annual meeting.

12.3 The Directors may receive such remuneration as such may from time to time be determined by the Directors. The Directors shall be repaid such reasonable travelling, hotel and other expenses as they incur in and about the business of the Company.

12.4 A Director shall not be required to hold a share of the Company as qualification for the holding of that office but shall be qualified as required by the Business Corporations Act, to become or act as a Director.

PART 13

ELECTION AND REMOVAL OF DIRECTORS

13.1 At each annual general meeting of the Company all the Directors shall retire and the Members entitled to vote thereat shall elect a Board of Directors consisting of the number of Directors to be appointed for the time being as set forth in these Articles and as determined under Article 12.1 and the Members' Agreement. If the business to be transacted at any annual general meeting is consented to in writing by all the Members who are entitled to attend and vote thereat such annual general meeting shall be deemed for the purpose of this Part to have been held on such written consent becoming effective.

13.2 A retiring Director shall be eligible for re-election.

13.3 Where the Company fails to hold an annual general meeting in accordance with the Business Corporations Act, the Directors then in office shall be deemed to have been elected or appointed as Directors on the last day on which the annual general meeting could have been held pursuant to these Articles and they may hold office until other Directors are appointed or elected or until the day on which the next annual general meeting is held.

13.4 If at any meeting of shareholders at which there should be an election of Directors, the places of any of the retiring Directors are not filled by such election, such of the retiring Directors who are not re-elected as may be requested by the newly-elected Directors shall, if willing to do so, continue in office to complete the number of Directors for the time being fixed pursuant to these Articles until further new Directors are elected at a meeting of shareholders convened for the purpose. If any such election or continuance of Directors results in the election or continuance of less than the number of Directors for the time being fixed pursuant to these Articles such number shall be fixed at the number of Directors actually elected or continued in office.

13.5 Any casual vacancy occurring in the Board of Directors may be filled by the remaining Directors or Director in the manner provided in the Members' Agreement.

13.6 Between annual general meetings and for the purposes of complying with the Members' Agreement, the Directors shall have power to appoint as additional Directors up to one-third of the number of Directors elected or appointed at the last annual general meeting at which Directors were elected or appointed. Any Director so appointed shall hold office only until the next following annual general meeting of the Company, but shall be eligible for appointment by the Directors and so long as he or she is an additional Director the number of Directors shall be increased accordingly.

13.7 The office of Director shall be vacated if the Director:

- (a) resigns the office held by the Director by notice in writing delivered to the Company; or
- (b) resigns the office held by the Director by notice in writing delivered to a lawyer for the Company; or
- (c) is convicted of an indictable offence; or
- (d) ceases to be qualified to act as a Director pursuant to the Business Corporations Act.

13.8 The resignation of a Director pursuant to Article 13.7(a) or (b) takes effect on the later of:

- (a) the time the written notice is delivered to the Company or a lawyer for the Company; and
- (b) if the written resignation specifies that the resignation is to take effect at a specified date, on a specified date and time or on the occurrence of a specified event
 - (i) if a date is specified, the beginning of the specified date;
 - (ii) if a date and time is specified, the date and time specified; or
 - (iii) if an event is specified, the occurrence of the event.

13.9 Subject to the Members' Agreement, the Company may by special resolution remove any Director before the expiration of the period of office for which that Director is appointed, and may by an ordinary resolution appoint another person in his stead.

PART 14

POWERS AND DUTIES OF DIRECTORS

14.1 The Directors, unless otherwise set forth in the ECC Act, shall supervise the general management of the business and affairs of the Company and shall have the authority to exercise all such powers of the Company as are not, by the Business Corporations Act or by these Articles, required to be exercised by the Company in a meeting of shareholders, subject, nevertheless, to the provisions of the Members' Agreement, these Articles and all

laws affecting the Company and to any regulations, not inconsistent with these Articles, made from time to time by special resolution, but no such regulation shall invalidate any prior valid act of the Directors.

14.2 The Directors may from time to time by power of attorney or other instrument under the seal, appoint any person to be the attorney of the Company for such purposes, and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under these Articles and excepting the powers of the Directors relating to the constitution of the Board and of any of its committees and the appointment or removal of officers) and for such period, with such remuneration and subject to such conditions as the Directors may think fit, and any such appointment may be made in favour of any of the Directors, officers or Members of the Company or in favour of any corporation, or of any of the shareholders, directors, officers, nominees or managers of any corporation, firm or joint venture and any such power of attorney may contain such provisions for the protection or convenience of persons dealing with such attorney as the Directors think fit. Any such attorney may be authorized by the Directors to subdelegate all or any of the powers, authorities and discretions for the time being vested in such attorney.

PART 15

DISCLOSURE OF INTEREST OF DIRECTORS

15.1 (a) A Director who is, in any way, directly or indirectly interested in an existing or proposed contract or transaction with the Company shall disclose the nature and extent of that interest in accordance with the provisions of the Business Corporations Act.

(b) A Director who holds any office or possesses any property whereby, directly or indirectly, a duty or interest might be created in conflict with that Director's duty or interest as a Director, shall declare the fact, and the nature and extent of the conflict or potential conflict in accordance with the provisions of the Business Corporations Act.

15.2 A Director shall not vote in respect of any such contract or transaction with the Company in which that Director is interested and if the Director shall do so, that Director's vote shall not be counted, but that Director shall be counted in the quorum present at the meeting at which such vote is taken. This Article and Article 15.1(a) shall not apply in those circumstances where a Director is, under the provisions of the Business Corporations Act, deemed not to be interested in a proposed contract or transaction. The Company may not, by special resolution or otherwise, suspend the application of this Article and Article 15.1(a).

15.3 A Director may not hold any office or place of profit with the Company. No Director or intended Director shall contract with the Company, in any manner whatsoever, including either with regard to the tenure of any such other office or place of profit or as vendor, purchaser or otherwise, and, subject to compliance with the provisions of the Business Corporations Act, and any contract or transaction entered into by or on behalf of the Company in which a Director is in any way interested shall be liable to be voided by reason thereof.

15.4 Subject to compliance with the provisions of the Business Corporations Act, a Director or any corporation or firm in which a Director has an interest may act in a professional

capacity for the Company (except as Auditor of the Company) and the Director or such corporation or firm shall be entitled to remuneration for professional services as if that person were not a Director.

PART 16

PROCEEDINGS OF DIRECTORS

16.1 In the absence of the Chair of the Board, or if the Chair of the Board is not present within fifteen minutes of the time appointed for holding the meeting or is unwilling to act as chair, or if the Chair of the Board has advised the Secretary that the Chair of the Board will not be present at the meeting, the Directors present shall choose one of their number to be chair of the meeting.

16.2 The Directors may meet together for the dispatch of business, adjourn and otherwise regulate their meetings, as they think fit. Questions arising at any meeting shall be decided by a majority of votes except as specifically set forth in this Part or in the Members' Agreement. In case of an equality of votes the chair shall have a second or casting vote. Meetings of the Board held at regular intervals may be held at such place, or such time and upon such notice (if any) as the Board may by resolution from time to time determine or as set forth in the Members' Agreement.

16.3 A Director or any other person may participate in a meeting of the Board or of any committee of the Company by telephone or other communications medium by means of which all Directors participating in the meeting are able to communicate with each other and provided that such Directors attending the meeting agree to such participation. A Director or other person participating in a meeting in accordance with this Article shall be deemed to be present at the meeting and to have so agreed and shall be counted in the quorum therefor and be entitled to speak and vote thereat.

16.4 A Chair of the Board may, and the Secretary or an Assistant Secretary upon request of the Chair of the Board may call a meeting of the Board at any time. Reasonable notice of such meeting specifying the place, day and hour of such meeting shall be given by mail, postage prepaid, addressed to each of the Directors and alternate Directors at the Director's address as it appears on the books of the Company or by leaving it at the Director's usual business or residential address or by telephone, electronic mail or any method of transmitting legibly recorded messages. It shall not be necessary to give notice of a meeting of Directors to any Director or alternate Director if such meeting is to be held immediately following a meeting of shareholders at which such Director shall have been elected or is the meeting of Directors at which such Director is appointed. Accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any Director or alternate Director shall not invalidate the proceedings at that meeting.

16.5 Any Director of the Company may file with the Secretary a document executed by the Director waiving notice of any past, present or future meeting or meetings of the Directors being, or required to have been, sent to the Director and may at any time withdraw such waiver with respect to meetings held thereafter. After filing such waiver with respect to future meetings and until such waiver is withdrawn no notice need be given to such Director and, unless the Director otherwise requires in writing to the Secretary, to the alternate Director of that Director of any meeting of Directors and all meetings of the Directors so held shall be

deemed not to be improperly called or constituted by reason of notice not having been given to such Director or alternate Director.

16.6 The quorum necessary for the transaction of the business of the Directors may be fixed by the Directors and if not so fixed shall be a majority of the Directors.

16.7 The continuing Directors may act notwithstanding any vacancy in their body, but, if and so long as their number is reduced below the number fixed pursuant to these Articles as the necessary quorum of Directors, the continuing Directors may act for the purpose of increasing the number of Directors to that number, or for summoning a meeting of shareholders of the Company, but for no other purpose, and any such increase shall be subject to the provisions of the Members' Agreement.

16.8 Subject to the provisions of the Business Corporations Act, all acts done by any meeting of the Directors or of a committee of Directors, or by any person acting as a Director, shall, notwithstanding that it be afterwards discovered that there was some defect in the qualification, election or appointment of any such Directors or of the Members of such committee or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly elected or appointed and was qualified to be a Director.

16.9 A resolution consented to in writing, whether by document, facsimile or any method of transmitting legibly recorded messages, by all of the Directors entitled to vote thereon shall be as valid and effective as if it had been passed at a meeting of the Directors that satisfies all the requirements of the Business Corporations Act and these Articles. Such resolution may be in two or more counterparts which together shall be deemed to constitute one resolution in writing. Such resolution shall be filed with the minutes of the proceedings of the Directors and shall be effective on the date stated thereon or on the latest date stated on any counterpart.

PART 17 **COMMITTEES**

17.1 The Directors may by resolution appoint one or more committees consisting of such member or members of their body as they think fit for such duties provided that the Directors may not delegate any of their duties to such committee, and subject to such conditions as may be prescribed in such resolution, and all committees so appointed shall keep regular minutes of their transactions and shall cause them to be recorded in books kept for that purpose, and shall report the same to the Board of Directors at such times as the Board of Directors may from time to time require. The Directors shall also have power at any time to revoke or override any authority given to or acts to be done by any such committees except as to acts done before such revocation or overriding and to terminate the appointment or change the membership of a committee and to fill vacancies in it. Committees may make rules for the conduct of their business and may appoint such assistants as they may deem necessary. A majority of the members of a committee shall constitute a quorum thereof.

17.2 There shall be Services Committees of the Company for each of the Designated Company Services and a User Committee, all of which shall be appointed in the manner provided in the Members' Agreement.

17.3 Any committee may meet and adjourn as it thinks proper. Questions arising at any meeting shall be determined by a majority of votes of the members of the committee present, and in case of an equality of votes the chair shall not have a second or casting vote. A resolution consented to in writing, whether by document, facsimile or any method of transmitting legibly recorded messages, by all the members of the committee entitled to vote thereon shall be as valid and effective as if it had been passed at a meeting of such committee that satisfies all the requirements of the Business Corporations Act and these Articles. Such resolution may be in two or more counterparts which together shall be deemed to constitute one resolution in writing. Such resolution shall be filed with the minutes of the proceedings of the committee and shall be effective on the date stated thereon or on the latest date stated in any counterpart.

PART 18

OFFICERS

18.1 The Directors shall, from time to time, appoint a Chair of the Board, who shall be a Director appointed as contemplated in Article 13.6 hereof, a President and a Secretary and such other officers, if any, as the Directors shall determine and the Directors may, at any time, terminate any such appointment. No officer shall be appointed unless he is qualified in accordance with the provisions of the Business Corporations Act. The President and the Secretary shall not be Directors.

18.2 One person may hold more than one of such offices except that the offices of President and Secretary must be held by different persons. The remuneration of the officers of the Company as such and the terms and conditions of their tenure of office or employment shall from time to time be determined by the Directors. The President of the Company will manage the day-to-day operations of the Company, consult with the User Committee and the Services Committees, perform the functions of the President set out in the Members' Agreement and carry out other functions or duties as required, requested or delegated by the Board of Directors. The Directors may decide what functions and duties each officer shall perform and may entrust to and confer upon him any of the powers exercisable by them upon such terms and conditions and with such restrictions as they think fit and may from time to time revoke, withdraw, alter or vary all or any of such functions, duties and powers. The Secretary shall perform the functions of the Secretary specified in these Articles and the Members' Agreement and will carry out other functions or duties as required, requested or delegated by the Board of Directors.

18.3 Every officer of the Company who holds any office or possesses any property whereby, whether directly or indirectly, duties or interests might be created in conflict with his duties or interests as an officer of the Company shall, in writing, disclose to the President the fact and the nature and extent of the conflict.

PART 19

DIVIDENDS AND DISTRIBUTIONS

19.1 No dividend shall be declared or paid on, and no distribution shall be made in respect of, any Share of the Company to a Member of the Company as such.

19.2 The Members waive all rights under the Business Corporations Act or otherwise howsoever to receive as Members with respect to any Shares held by them, any of the property of the Company upon its liquidation or dissolution.

PART 20

DOCUMENTS, RECORDS AND REPORTS

20.1 The Company shall keep at its records office or at such other place as the Business Corporations Act may permit, the documents, copies, registers, minutes, and records which the Company is required by the Business Corporations Act to keep at its records office or such other place, as the case may be.

20.2 The Company shall cause to be kept proper books of account and accounting records in respect of all financial and other transactions of the Company in order properly to record the financial affairs and conditions of the Company and to comply with the Business Corporations Act.

20.3 The Directors shall from time to time at the expense of the Company cause to be prepared and laid before the Company in a meeting of shareholders such financial statements and reports as are required by the Business Corporations Act.

20.4 Every Member shall be entitled to be furnished once gratis on demand with a copy of the latest annual financial statement of the Company and, a copy of each such annual financial statement and interim financial statement shall be sent to each Member and to the minister under the ECC Act.

PART 21

NOTICES

21.1 A notice, statement or report may be given or delivered by the Company to any Member by delivery to it personally or by sending it by mail or by facsimile to the Member at its address as recorded in the central securities register or by any other means permitted by the Business Corporations Act. Where a notice, statement or report is sent by mail, service or delivery of the notice, statement or report shall be deemed to be effected by properly addressing, prepaying and mailing the notice, statement or report and to have been given on the day, Saturdays, Sundays and holidays excepted, following the date of mailing or the date of sending same by facsimile. Where the notice, statement or report is sent by any other means permitted by the Business Corporations Act, service or delivery of the notice, statement or report shall be deemed to have been given at the time therefor specified in that Act. A certificate signed by the Secretary or other officer of the Company or of any other corporation acting in that behalf for the Company !bat the letter, envelope or wrapper containing the notice, statement or report was so addressed, prepaid and mailed shall be conclusive evidence thereof.

21.2 A notice, statement or report may be given or delivered by the Company to any person entitled to a Share as a trustee or trustee in bankruptcy of a Member by sending it addressed to such person by name or by the title of the representative of the Member or by any like description, at the address (if any) supplied to the Company for the purpose by the person claiming to be so entitled, or (until such address has been so supplied) by giving the notice in a manner in which the same might have been given to the Member.

21.3 Notice of every meeting of shareholders shall be given in a manner hereinbefore authorized to every Member holding at the time of the issue of the notice or the date fixed for determining the Members entitled to such notice, whichever is the earlier, shares which confer the right to notice of and to attend and vote at any such meeting.

PART 22

SEAL

22.1 The Directors may provide a seal for the Company and, if they do so, shall provide for the safe custody of the seal which shall not be affixed to any instrument except in the presence of the following persons, namely:

- (a) any two Directors; or
- (b) one of the Chair of the Board, the President, a Director together with one of the Secretary or an Assistant Secretary; or
- (c) such person or persons as the Directors may from time to time by resolution appoint and such Directors, officers, person or persons in whose presence the seal is so affixed to an instrument shall sign such instrument. For the purpose of certifying under seal true copies of any document or resolution the seal may be affixed in the presence of any one of the foregoing persons.

22.2 To enable the seal of the Company to be affixed to any bonds, debentures, share certificates, or other securities of the Company, whether in definitive or interim form, on which facsimiles of any of the signatures of the Directors or officers of the Company are, in accordance with the Business Corporations Act and/or these Articles, printed or otherwise mechanically reproduced there may be delivered to the firm or company employed to engrave, lithograph or print such definitive or interim bonds, debentures, share certificates or other securities one or more unmounted dies reproducing the Company's seal and the Chair of the Board, the President and the Secretary, or an Assistant Secretary, or a Director may by a document authorize such firm or company to cause the Company's seal to be affixed to such definitive or interim bonds, debentures, share certificates or other securities by the use of such dies. Bonds, debentures, share certificates or other securities to which the Company's seal has been so affixed shall for all purposes be deemed to be under and to bear the Company's seal lawfully affixed thereto.

22.3 The Company may have for use in any other province, state, territory or country an official seal which shall have on its face the name of the province, state, territory or country where it is to be used and all of the powers conferred by the Business Corporations Act with respect thereto may be exercised by the Directors or by a duly authorized agent of the Company.

PART 23

SPECIAL RIGHTS AND RESTRICTIONS ATTACHING TO **CLASS A SHARES AND CLASS B SHARES**

23.1 Neither the Class A Shares nor the Class B Shares shall entitle the holder thereof to any distributions or dividends of any kind whatsoever with respect to the Shares and in the event of any winding up or dissolution of the Company neither the Class A Shares

nor the Class B Shares shall be entitled to any distribution or payment of any kind including the repayment of the amount paid up on the issue of the Shares.

23.2 The Class A Shares shall have the right to one vote per share on all resolutions to be approved by the Members and the Class B Shares shall have one vote per share only on the following matters:

- (a) the winding up or dissolution of the Company;
- (b) any matter on which the Class B Shares are provided a vote in accordance with Section 2.5 of the Members' Agreement; and
- (c) any amendment to Articles 3.3, 3.4, 3.5, 12.1, 19.1, 19.2 or 25.1.

23.3 A Class B Share is convertible on a one-for-one basis into a Class A Share upon a Member holding a Class B Share agreeing to subscribe for the Designated Company Service to which that Share relates by written notice to the Company in the manner and subject to the terms as provided in the Members' Agreement.

PART 24 PROHIBITIONS

24.1 No Shares, securities or debt obligations issued by the Company shall be offered for sale to the public.

PART 25 RESTRICTIONS

25.1 The Company is restricted from carrying on any business except for:

- (a) the provision of emergency communications and related services to its ~~Members~~; and
- ~~(b)~~ the provision of communication and related services, for public safety and public service to municipalities, regional districts, the provincial government, the federal government, government agencies and emergency services agencies, as defined in the *ECC Act*; ~~and~~
- ~~(b)(c)~~ any other purpose prescribed by regulation under the *ECC Act*.

~~all in the interests of civic improvement and for the benefit of the public residing within the territory in which the Company operates.~~

25.2 The Company is restricted from exercising the following powers:

- (a) the power to pay, transfer or dispose of to its Members by way of dividend, distribution, bonus, or otherwise any of the income or property of the Company other than any repayment of the amount paid up on the issue of Shares; and
- (b) the power to allot or issue any of its Shares to any person other than municipalities, regional districts, the provincial government, the federal government, government agencies and emergency services agencies, as defined in the *ECC Act*.

25.3 If upon winding-up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever of the Company such property shall not be paid to or distributed among the Members as such, but shall be given or transferred to the Province of British Columbia to be held or used by it for the provisions of emergency communications or other related emergency services in the interests of the public.

SCHEDULE B
AGREEMENT TO BE BOUND

TO: E-Comm Emergency Communications for ~~Southwest~~ British Columbia Incorporated (the "Company")

AND TO: All Members of the Company, as defined pursuant to ~~the a~~ Members' ~~a~~ Agreement dated as of the 1st day of October, 1997, as amended and restated effective July 1, 2021, (the "Members' Agreement")

WHEREAS:

- A. The Company has been established for the Purpose as set forth ~~in~~ the Members' Agreement;
- B. The undersigned wishes to subscribe for Shares in the Company and become a Member in the Company; and
- C. The Members' Agreement requires that prior to the issue of Shares to any person, such person must agree to be bound by the terms of the Members' Agreement.

In consideration of the payment of \$2 by the Company to the undersigned and the issue of Shares to the undersigned (the receipt and sufficiency of which is hereby acknowledged) the undersigned hereby agrees that:

- 1. The terms as used herein shall have the meaning as set forth in the Members' Agreement.
- 2. The undersigned hereby subscribes for one Share of the class of Shares of the Company for the Designated Company Services set opposite its name and agrees that for each Class A Share for that Designated Company Service it will take and receive from the Company that Designated Company Service when the Company is able to deliver that Designated Company Service to it, and agrees that for each Class B Share for a Designated Company Service it has reserved the right to take and receive from the Company that Designated Company Service in the future in the manner and subject to the terms contained in the Members' Agreement.
- 3. The undersigned hereby pays \$10 for each Share subscribed for.
- 4. So long as the undersigned owns Shares, the undersigned hereby agrees with the Company and all other Members to be bound by the terms and conditions of the Members' Agreement as and from the date hereof, as if it had been an original signatory thereto.
- 5. This Agreement shall bind the undersigned and all successors thereof.

6. If the undersigned is a Municipality the undersigned confirms that it has adopted or is adopting a by-law as contemplated in Section 4(2)(a) of the *ECC Act* and this subscription will only become effective upon the adoption of such a by-law.

Dated this _____ day of _____, 20____.

_____ (Name of Member)	Number and Class of Shares Subscribed for:	Designated Company Services
_____ Address	_____	_____

SCHEDULE C

COST-SHARING FORMULA FOR POLICE, FIRE, - AMBULANCE AND MUNICIPAL COMPANY SERVICES

1. OVERVIEW OF ALL WIDE AREA RADIO COSTS

- 1.1 There are four major cost components related to the wide area radio system, which will be translated into an annual rate to ~~be~~ charged to each User Agency:
- (i) Radio System Infrastructure and CAD for the Metro Vancouver Regional District ("Metro Vancouver")~~the GVRD,~~
 - (ii) Radio System Infrastructure and CAD for regions outside of Metro Vancouver~~the GVRD,~~
 - (iii) consolidated dispatch centre operations, and
 - (iv) User Equipment.
- 1.2 Only the first of these four costs are distributed using the Metro Vancouver~~GVRD~~ Radio Cost Allocation Model, described in this appendix. The costs of the radio infrastructure outside of Metro Vancouver ~~the GVRD~~ and of consolidated dispatch centre operation are each distributed using separate models. Radio User Equipment costs (mobile and portable radio, data terminals, etc.) are chosen at the discretion of each Agency.
- 1.3 User Equipment is not an allocated cost component. E-Comm will be purchasing User Equipment centrally and distributing to each User Agency the capital cost of the equipment plus associated financing costs at rates and terms secured by E-Comm.
- 1.4 All wide area radio cost components and associated allocation sources are set out in Table 7.

2. DEFINITIONS

- 2.1 User Agency: Any single client on the radio system, such as an individual police department, fire department, RCMP detachment or municipal public work department. The RCMP Lower Mainland District and BC Emergency Health Ambulance Services are each treated as a single User Agency for the purposes of cost allocation. Each Special User, other than the RCMP, is treated as a single User Agency for the purposes of cost allocation.
- 2.2 Core Radio Users: The following set of wide area radio user agencies: Vancouver Police Department, Vancouver Fire Department, all municipal, provincial and federal RCMP detachments within Metro Vancouver~~the GVRD~~, all Special Users other than the RCMP and BC Emergency Health Ambulance Services within Metro Vancouver~~the GVRD~~.

- 2.3 Latecomer Agency: Any User Agency that joins the wide area radio system after the system's implementation.
- 2.4 Radio System Infrastructure: All equipment and services associated with the development and implementation of the wide area radio system network, such as radio sites, transmitters, tower and system design.
- 2.5 User Equipment: All peripheral radio equipment such as mobile and portable radio terminals, and data terminals.
- 2.6 E-Comm Dispatch Centre Building: The portion of the E-Comm building that houses the consolidated dispatch centre.
- 2.7 Transition Costs: All capital and capitalised costs incurred that are associated with the implementation and the operation of the test phase (Phase 0) of the radio project, up until the point that the Core Radio Users are participating in the radio system.
- 2.8 Start-up Costs: Those costs incurred prior to the implementation of the radio system, such as consulting, engineering and legal costs.
- 2.9 Total Annual Cost: The annualised cost of the radio and dispatch building capital costs, and related Transition and Start-up Costs, based on financing rates and terms secured by E-Comm. As well, the total annual cost allocated using this model includes the annual cost of Radio System Infrastructure operating and maintenance costs, and a share of the annual cost of E-Comm overhead and administration.
- 2.10 Phase 0: The test implementation phase of the radio system, in which Vancouver Police Department and Vancouver Fire Department are the only participants.
- 2.11 Phase 1: The project phase in which the radio system is implemented throughout ~~Metro Vancouver~~the GVRD.
- 2.12 Phase 2: The project phase in which the radio system is implemented in the regions to the north of ~~Metro Vancouver~~the GVRD.
- 2.13 Phase 3: The project phase in which the radio system is implemented in the regions to the east of ~~Metro Vancouver~~the GVRD.
- 2.14 Interim Financing: Funds required to finance the initial development and construction of the Radio System Infrastructure, including operating costs, Transition Costs and Start-up Costs, to the point at which costs are consolidated and user agencies are paying their respective cost shares. In addition, any interim financing costs associated with capital upgrades once the radio system is operational.
- 2.15 E-Comm: E-Comm Emergency Communications for British Columbia Incorporated~~The corporation that will oversee the wide area radio system, the consolidated dispatch centre operations and the E-Comm building.~~
- 2.16 Emergency Service Agency: An agency that provides, police, fire or ambulance services.

2.17 Computer-Aided Dispatch or CAD: The software and hardware system that comprises the computer aided dispatch system.

2.18 CIIDS: The software and hardware system that comprises the CIIDS system.

3. PURPOSE OF THE GVRD RADIO COST ALLOCATION MODEL

3.1 The Metro Vancouver GVRD Radio Cost Allocation Model ("the Mmodel") allocates the capital costs associated with building Phase 0 and Phase 1 of the wide area radio system, the Computer-Aided Dispatch system and the E-Comm Dispatch Centre Building within Metro Vancouver the GVRD, to Metro Vancouver GVRD agencies.

3.2 In addition, the Mmodel allocates Radio System Infrastructure operating and maintenance costs, a share of E-Comm overhead and administration costs, and all financing costs associated with capital and operating expenditures.

3.3 The capital, operating and financing costs allocated using the Mmodel are detailed in Section 8.

4. DESIGN OF THE METRO VANCOUVER GVRD COST ALLOCATION MODEL User Agencies

~~Each participating agency is considered a separate user for the purposes of cost allocation. For example, a single municipality's police department and fire department are two separate and completely independent users in the model.~~

Commented [SM1]: Duplicative of 2.1U

4.1 For the purposes of cost allocation, a single municipality is limited to three types of municipal User Agencies: a police department (or municipal RCMP detachment), a fire department and a public works department. Public works departments include all municipal non-public safety agencies, including but not limited to parks, engineering and transit agencies.

4.2 For User Agencies that will use the radio system both within and outside of Metro Vancouver the GVRD, such as the federal RCMP detachment and BC Emergency Health Ambulance Services, the Metro Vancouver GVRD cost allocation model provides only the cost shares within Metro Vancouver the GVRD. For these wide area users, their cost share for Phases 2 and 3 of the radio system will be computed using a separate allocation model.

4.3 Costs are allocated to each RCMP detachment. The federal, provincial and municipal share of each detachment's cost is calculated based upon the detachment's respective share of officers.

4.4 For those RCMP detachments that are shared by more than one municipality, cost-sharing among the municipalities will be calculated outside of the allocation model, according to the formula normally used by the RCMP or such an alternate formula as may be agreed upon between the parties.

~~4.5 Federal RCMP headquarters will bill all RCMP detachments for their allocated annual cost share, net of any appropriate federal cost-sharing.~~

Allocated Costs

4.64.5 A User Agency's Total Annual Cost is comprised of an annualised share of the Radio System Infrastructure cost and E-Comm Dispatch Centre Building costs, and related Transition Costs and Start-up Costs, based on financing rates and terms secured by E-Comm. As well, included in the Total Annual Cost is each User Agency's annual share of Radio System Infrastructure operating and maintenance cost, and their annual share of E-Comm overhead and administration.

4.74.6 The Model is designed so that in each year, the Total Annual Cost is recovered from all User Agencies that are active members of the radio system in that year.

4.84.7 No costs are carried forward for future allocation, nor is a Latecomer Agency charged any costs beyond their current-year cost share, with the exception of:

- (i) Phase 0 Transition Costs, which are capitalised and allocated in the same manner as the Radio System Infrastructure costs (set out in Section 5),
- (ii) discrepancies between actual costs and amounts billed in a year (due to differences between budgeted and actual annual costs, or due to a change in User Agency membership over the year), which are carried forward and either disbursed or recovered in the following year, with the exception of
- (iii) funds retained by E-Comm to be used as working capital, in an amount to be determined by the E-Comm Board of Directors, and

4.94.8 If a User Agency fails to pay their cost share, the cost will be reallocated and collected from the remaining Userparticipating Agencies. E-Comm Corporation will continue to proceed with collection of funds owing from the defaulting agency and reimburse User Agencies proportionately following such collection.

4.104.9 The Model is designed so that the addition of a Latecomer Agency reduces the share of the Total Annual Cost paid by all other User Agencies.

4.114.10 Any incremental cost incurred once the radio system is operational is pooled and allocated among all current User Agencies according to the allocation formula, rather than any one single User agency paying the entire incremental cost.

Time of Cost Allocations

4.124.11 A User Agency begins to pay its share of the radio and Dispatch Centre Building capital costs from the time it becomes an operational user of the radio system.

4.134.12 If an agency joins the radio system during the year, its cost share in its first payment year will be prorated accordingly.

5. START-UP AND TRANSITION COSTS

5.1 The Start-up Costs associated with the development and implementation of the wide area radio system will be capitalised. These costs plus associated financing charges will be allocated among all participating user agencies on the same basis as other radio infrastructure costs.

5.2 The User Agencies participating in the radio system during Phase 0 will be responsible only for the share of the costs that they would pay if all core users were participating in Phase 0. The difference between this amount and the total Phase 0 cost, plus any associated financing charges, will be allocated among all participating User Agencies on the same basis as other radio infrastructure costs.

6. COST DISTRIBUTION FACTORS

6.1 There are five statistics associated with each User Agency that are used to allocate costs, which are listed below. Sources and definitions of the cost distribution factors are contained in Table I.

- (i) coverage area of agency jurisdiction,
- (ii) number of voice radios registered on radio system,
- (iii) peak-hour radio traffic requirements,
- (iv) population served in agency jurisdiction, and
- (v) annual number of dispatches (where applicable).

6.2 In the model, the costs associated with the Computer-Aided Dispatch system, the CIIDS system, the dispatch consoles and the E-Comm Dispatch Centre Building (but not including operation of the dispatch centre) are distributed according to each Emergency Service Agency's share of the estimated total annual number of dispatches, for those that use each of these components.

6.3 Operating and maintenance costs for the Radio System Infrastructure equipment, CAD, CIIDS and dispatch consoles are distributed based on each User Agency's share of the total associated capital cost.

6.4 E-Comm corporate overhead and administrative costs, and Interim Financing costs, are allocated based upon each User Agency's share of the total radio and CAD/CIIDS capital costs.

6.5 All costs other than those listed in Section 6.2, 6.3 and 6.4 are distributed using a weighted average of the four other cost distribution factors. The weighted average formula is set out in Table 2.

6.6 These cost distribution factors for each User Agency will be updated on an annual basis, as set out in Table I.

7. LOW TRAFFIC DENSITY ADJUSTMENT FACTOR

7.1 A low traffic density adjustment factor is applied in order to lower the cost allocation to any User Agencies that have relatively large coverage areas coupled with relatively low radio traffic requirements.

7.2 A radio traffic density index is computed for each User Agency, equal to the agency's actual coverage area divided by its peak-hour radio traffic requirements.

7.3 Those User Agencies that have an index value higher than that of the RCMP Lower Mainland District detachment are considered low density users.

7.4 For low density users, the coverage area statistic is adjusted downward in order to compensate for their high coverage area relative to low radio traffic requirements, using the low traffic density adjustment factor.

7.5 The low traffic density adjustment factor is the figure by which an agency's actual coverage area is reduced, so that the agency's resultant radio traffic density index (adjusted coverage area -o- peak- hour radio traffic requirements) is equal to that of the ~~GVRD~~ RCMP Lower Mainland District detachment. The calculation for this adjustment is set out in Table 3.

8. ALLOCATED COSTS

8.1 As a first step in the cost allocation formula, each User Agency is assigned a flat capital charge:

- User Agencies serving a population less than 5,000 are charged \$0,
- User Agencies serving a population between 5,000 and 35,000 are charged \$50,000, and
- User Agencies serving a population over 35,000 are charged \$200,000.

8.2 The total flat capital charge collected from all participating User Agencies is subtracted from the total Radio System Infrastructure costs to be allocated.

8.3 The cost components distributed using the Model are:

- (i) capital cost of the central radio switch and controller (distributed to all User Agencies),
- (ii) capital cost of the core Radio System Infrastructure (distributed to all User Agencies),
- (iii) capital cost of the radio system police grade enhancements (distributed to all police departments and RCMP detachments which are User Agencies),
- (iv) capital cost of the Computer-Aided Dispatch system (distributed to all User Agencies ~~police, fire and ambulance agencies that will use this system~~),
- (v) capital cost of the dispatch consoles (distributed to all RCMP detachments, police, fire and ambulance agencies),
- (vi) capital cost of the CIIDS system (distributed to all police, fire and ambulance agencies that will use this system),
- (vii) capital cost of the RCMP share of the E-Comm Dispatch Centre Building (distributed all Lower Mainland RCMP detachments),

- (viii) capital cost of the non-RCMP share of the E-Comm Dispatch Centre Building (distributed to all Lower Mainland non-RCMP police, fire and ambulance agencies),
- (ix) radio infrastructure equipment operating and maintenance costs,
- (x) the share of the E-Comm corporate overhead and administrative costs attributable to the wide area radio system, and
- (xi) cost of Interim Financing required to fund the development and construction of the capital expenditures listed above (which includes capitalised Start-up Costs).

8.4 Descriptions of and the basis for allocation for the radio system cost components are laid out in Table 4.

8.5 The calculation of the Total Annual Cost allocation for each User Agency is shown in Table 5.

8.6 Costs associated with the wide-area radio system that are not allocated using the Metro Vancouver ~~GVRD~~ Wide Area Radio Cost Allocation Model are listed in Table 6.

8.7 Capital cost shares will be annualised according to financing rates and terms secured by E-Comm. As financing terms change over time, User Agencies' cost shares will change accordingly.

8.8 Total costs to be allocated will be updated annually, adjusted as new capital expenditures are undertaken or financing arrangements change.

TABLES FOR SCHEDULE C

THE ~~METRO VANCOUVER~~GVRD RADIO COST ALLOCATION MODEL

Table 1.	Cost Distribution Factors
Table 2.	Weighted Average Allocation Formula
Table 3.	Low Radio Traffic Density Adjustment Calculation
Table 4.	Wide Area Radio System Cost Components, Metro Vancouver GVRD only
Table 5.	Formula for Total Annual Radio Cost Allocation to a Single Agency, Metro Vancouver GVRD only
Table 6.	All Wide Area Radio Project Costs and Allocation Sources

Table 1. Cost Distribution Factors

1. COVERAGE AREA

Definition:

The coverage area of an agency is defined as the number of hectares that is within the jurisdiction of that agency.

In this Table, "agency" means a User Agency as defined above.

Sources:

For all agencies except provincial RCMP detachments, coverage areas are taken from: Metro Vancouver's most recently published population data, GVRD–Greater Vancouver Key Facts, July 1996, table entitled "Greater Vancouver Municipalities."

For provincial RCMP detachments and any other agencies whose jurisdictions are not defined by discrete municipal boundaries, coverage areas are estimated by the radio system design engineers.

For RCMP highway patrol detachments, coverage areas are estimated by multiplying the length of the highways patrolled (provided by the RCMP) by a one kilometre corridor.

For those agencies that are shared by two or more municipalities, the coverage areas of those municipalities are added together.

Preliminary Sources:

The preliminary source for coverage area statistics will be the same as those listed above.

Updating:

Coverage area statistics will be updated annually using the sources listed above.

The source for coverage area statistics may change over time: easily available, accurate and reliable sources will be used.

2. NUMBER OF RADIOS

Definition:

The number of radios used by an agency is defined as the total number of voice radios (both portable and mobile units) that are registered on the wide area radio system by that agency, not including mobile data terminals.

Sources:

The number of voice radio units that each agency has officially registered on the system as at the update date.

Preliminary Sources:

In the preliminary phase of the project, this figure will be estimated by the consulting engineers.

Updating:

Number of radios will be updated annually using the sources listed above.

3. PEAK ~~TRAFFIC~~ Traffic REQUIREMENTS

Definition:

The peak traffic requirements of an agency is defined as the maximum radio traffic capacity required by each User Agency, measured in Erlangs.

Sources:

Peak traffic requirement estimates are calculated by the consulting engineers.

Preliminary Sources:

Initial estimates are taken from the Traffic Forecast in Section 1 of the Regional Mobile Radio System Technical Memorandums Preliminary Engineering Phase, May 3, 1996, prepared by Teleconsult.

For those agencies that were not included in this technical memorandum, the consulting engineers calculated peak traffic requirements.

Updating:

Peak traffic requirement estimates will be reviewed annual to ensure they adequately reflect each agency's radio traffic peak requirements.

Because the radio system design is based on peak-hour rather than average radio traffic requirements, actual radio traffic associated with each agency will not be used for this distribution statistic.

4. POPULATION SERVED

Definition:

The population served by an agency is defined as the number of people resident within the jurisdiction of each agency. This is the best estimate of the resident population of the jurisdiction.

Sources:

For all agencies except provincial RCMP detachments, population figures are taken from either:

The most recent edition of BC Stats, table entitled, "British Columbia Municipal and Regional District Population Estimates, 1991–1996," or

Metro Vancouver's most recent publication of population data, GVRD—Greater Vancouver Key Facts, July 1996, table entitled "Greater Vancouver Municipalities."

For those agencies that are shared by two or more municipalities, the populations of those municipalities are added together.

For provincial RCMP detachments and any other agencies whose jurisdictions are not defined by discrete municipal boundaries, population figures will be provided by the RCMP or estimated using the best available source.

For RCMP highway patrol detachments, RCMP traffic court estimates (provided by the RCMP) are used.

Preliminary Sources:

The preliminary source for population served statistics will be the same as those listed above.

Updating:

Population served statistics will be updated annually using the sources listed above.

The source for population statistics may change over time: easily available, accurate and reliable sources will be used.

5. ANNUAL DISPATCHES

Definition:

The actual (or estimated if actual is not available) number of service dispatches generated annually by each agency.

Sources:

Actual figures will be used where available.

For those agencies that participate in the E-Comm consolidated dispatch centre, actual number of dispatches will be taken from the centre's records, once annual dispatch statistics are available.

Agencies that maintain independent dispatch operations will provide annual number of dispatches, if accurate data are available.

Where actual figures are not available, annual number of dispatches will be estimated for all agencies, at a prescribed ratio of dispatches per authorised sworn position.

Preliminary Sources:

The preliminary source for the annual number of dispatches will be the same as those listed above.

Updating:

Annual number of dispatches will be updated annually using the sources listed above.

Table 2. Weighted Average Allocation Formula

Agency's Share of Cost Component =

$$\begin{aligned} &[(\text{Cost Component} \times 50\%) \times \text{Agency's Share of Total Coverage Area} \\ &+ (\text{Cost Component} \times 20\%) \times \text{Agency's Share of Total Number of Radios} \\ &+ (\text{Cost Component} \times 20\%) \times \text{Agency's Share of Total Traffic Requirements} \\ &+ (\text{Cost Component} \times 10\%) \times \text{Agency's Share of Total Population Served}] \end{aligned}$$

where Total Coverage Area, Total Number of Radios, Total Traffic Requirements and Total Population Served refers to the sum of each of these statistics for all agencies to which the cost component is being distributed.

Table 3. Low Radio Traffic Density Adjustment Calculation

- A. RADIO TRAFFIC DENSITY INDEX: For each agency, a radio traffic density index is calculated.

<i>Index AGENCY</i>	<i>Actual Coverage Area AGENCY Traffic Requirements AGENCY</i>
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- B. BASELINE INDEX: A baseline index is defined as the radio traffic density index for the RCMP Lower Mainland District.

<i>Baseline Index</i>	<i>Index RCMP LMD</i>
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- C. LOW TRAFFIC DENSITY USER: Each agency that has an index greater than that of the baseline index is defined as a low traffic density user.

- D. LOW TRAFFIC DENSITY ADJUSTMENT FACTOR: For each low traffic density user, the coverage area statistic is adjusted according to the following calculation:

Table 4. Wide Area Radio System Cost Components, Metro VancouverGVRD Only

COST COMPONENT	COST OF ...	ALLOCATED TO ...	BASIS OF ALLOCATION
1. Central Switch and Controller	Central switch and controller, the part of radio system that is shared by all users	All agencies	Weighted average formula
2. Core Radio System Infrastructure, <u>Metro Vancouver</u> GVRD	Supply and services associated with the development of the radio and mobile data systems (sites, towers, transmitters, etc.), less the total flat charge	All agencies	Weighted average formula
3. "Police Grade" Enhancements	Share of system cost associated with the provision police-quality radio service (e.g., enhanced encryption capability and building penetration)	All police department & RCMP detachments	Weighted average formula
4. Computer-Aided Dispatch (CAD)	Hardware and software that comprises the CAD system	All agencies that will use CAD	Share of total annual dispatches
5. <u>CIIDS</u>	Hardware and software required for <u>CIIDS</u> system	All agencies that will use <u>CIIDS</u>	Share of total annual dispatches
6. Dispatch Consoles	Dispatch consoles	All police & fire departments, RCMP detachments, and <u>BCEHSAS</u>	Share of total annual dispatches
7. Non-RCMP Share of E-Comm Dispatch Centre Building	Portion of the E-Comm <u>Dispatch Centre</u> Building used for dispatch operations by non-RCMP agencies	All non-RCMP police & fire departments, <u>BCEHSAS</u>	Share of total annual dispatches
8. RCMP Share of E-Comm Dispatch Centre Building	Portion of the E-Comm <u>Dispatch Centre</u> Building used for RCMP dispatch operations	All RCMP detachments	Share of total annual dispatches
9. Radio Infrastructure Operating & Maintenance	Annual costs associated with the operating and maintenance of the Radio System Infrastructure	All agencies	Share of the total radio, CAD, <u>CIIDS</u> and consoles capital cost
10. E-Comm Corporate Overhead and Administrative Costs	Share of the E-Comm overhead and administrative costs attributable to the wide area radio system	All agencies	Share of the total radio, CAD, <u>CIIDS</u> and consoles capital cost

11. Interim Financing	Cost of financing the development and construction of the Radio System Infrastructure, the E-Comm Dispatch Centre Building, CAD, CIIUDS, dispatch consoles and capitalised startup costs to the point at which capital costs are consolidated and user agencies are paying their cost shares	All agencies	Share of the total radio, CAD, CIIUDS and consoles capital cost
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NOTES:

1. "Weighted Average Formula" refers to the weighted average of the following four distribution statistics:
coverage area, number of radios, peak radio traffic requirements and population served. A detailed description of this formula is provided in Table 2.
2. The following cost components are shared with User Agencies outside of Metro Vancouver the GVRD: (i) the central switch and controller, and (ii) the share of the E-Comm Dispatch Centre Building that houses consolidated dispatch. The portion of these costs paid by Metro Vancouver GVRD agencies is decreased as User Agencies from outside of Metro Vancouver the GVRD join the radio system.
3. Corporate overhead and administrative costs will be apportioned between wide area radio system users and consolidated dispatch centre participants.

Table 5. Total Annual Radio Cost Allocation to a Single Agency, GVRD Only

The following formula shows how the total annual radio cost to an individual GVRD User Agency is calculated.

Total Annual Cost Allocation =

- Flat capital charge
- + Share of Annualised Cost of Central Switch and Controller
- + Share of Annualised Cost of Radio System Infrastructure & Capacity
- + Share of Annualised Cost of Police-Grade Enhancements
- + Share of Annualised Cost of Computer-Aided Dispatch
- + Share of Annualised Cost of CIIUDS System
- + Share of Annualised Cost of Dispatch Consoles
- + Share of Annualised Cost of E-Comm Building
- + Share of Radio Infrastructure Operating & Maintenance Costs
- + Share of E-Comm Corporate Overhead and Administrative Costs
- + Share of Interim Financing Costs

NOTES:

1. For each agency, only applicable cost components are charged.
2. This is the formula showing the cost allocation for radio infrastructure capital and operating and E-Comm Dispatch Centre Building capital costs only; all other costs are determined outside of the Metro Vancouver GVRD Radio Cost Allocation Model.
3. Radio system and dispatch costs not included in this formula:
 - User Equipment capital, financing and operating/maintenance costs,
 - Radio System Infrastructure, CAD and CIIUDS costs outside of Metro Vancouver the GVRD, capital and operating costs, and
 - E-Comm consolidated dispatch centre operating costs.

Table 6. All Wide Area Radio Project Costs and Allocation Sources

Cost Component	<u>Metro</u> <u>VanGVRD</u>	Outlying	Dispatch	Notes
1. <u>Metro Vancouver</u> GVRD Radio System Infrastructure (including CAD, CIIUDS & Dispatch Consoles)				
2. Operating Cost & Maintenance for <u>Metro Vancouver</u> GVRD Radio System Infrastructure				
3. Radio System Infrastructure in Regions Outside <u>Metro Vancouver</u> the GVRD (including CAD, CIIUDS & Dispatch Consoles)				
4. Operating Cost & Maintenance for Outlying Radio System Infrastructure				
5. E-Comm Dispatch Centre Building				
6. Interim Financing Costs for Radio System, E-Comm Dispatch Centre Building and User Equipment				
7. E-Comm Corporate Operating and Maintenance Costs				
8. E-Comm Consolidated Dispatch Centre Labour & Operating Costs				
9. User Equipment				Note 4
10. User Equipment Operating & Maintenance Costs				Note 4

NOTES

1. "Metro VanGVRD" or "Metro Vancouver" refers to the Metro VancouverGVRD Radio Cost Allocation Model.
2. "Outlying" refers to the Outlying Radio Cost Allocation Model.
3. "Dispatch" refers to the E-Comm Consolidated Dispatch Cost Allocation Model.

4. While User Equipment is selected at the discretion of each User Agency, E-Comm will purchase equipment and pass of the associated capital and financing costs to each User Agency. Each agency's share of User Equipment capital, financing, operating and maintenance costs will be a function of their share of the total equipment purchased.

June 22, 2021

Honourable Mike Farnworth
Minister of Public Safety and Solicitor General
sent via email

Dear Minister Farnworth:

**Re: Members' Agreement – E-Comm Emergency Communications for British Columbia Incorporated
("E-Comm" or the "Company")**

Under section 4.4 of the *Emergency Communications Corporations Act*, E-Comm, as a designated emergency services corporation, must obtain your approval to any changes to the Members' Agreement among shareholders of the Company. We write to request the Minister's approval to making amendments to the Members' Agreement which the Board of E-Comm considers in the best interests of all shareholders.

The Members' Agreement of the Company dates back over 20 years and has not been amended since 2010. In addition to your approval, changes to the Members' Agreement require shareholder (Member) approvals, and depending upon the provision to be amended, the approval threshold for an amendment may require as high a majority approval threshold as 75% of the votes attached to all shares outstanding.

In 2019, with support from the Capital Regional District (the "CRD"), E-Comm built its first emergency communications centre outside of the Lower Mainland, in Saanich, with the significant investment of the CRD (the owner of the building) and the support of 15 Southern Vancouver Island police departments which now utilize E-Comm for their police dispatch services. The CRD utilizes E-Comm for its 9-1-1 call answer services.

Quite fairly, those new stakeholders in the E-Comm organization have sought representation on the E-Comm Board to ensure their representation in E-Comm decision-making and the E-Comm Board has welcomed that participation. However, the Company is not able to grant a Board seat to that group without an amendment to the Members' Agreement, and the required amendment is one which requires the approval of not less than 75% of the votes attached to all outstanding Class A and Class B shares.

As the Board appreciated that securing that support would require a considerable effort, not only to properly inform our Members but also to obtain the necessary voting support (as a non-vote has the effect of a vote against), the Board considered whether it would be opportune to seek the Members',



and ultimately your, approval of additional amendments to the Agreement that would serve the interests of all stakeholders going forward – in part because, as part of our Strategic Plan, we know that a more ambitious governance redesign is planned in the future. This matter was considered by the Board's Governance Committee in detail at meetings of the Committee in February and April of 2021. A recommendation of that Committee went to the full Board for consideration in early May of 2021. At its May meeting, the Board unanimously determined that it would be logical and opportune to seek additional changes to the Members' Agreement and the Articles of the Company at the same time it was seeking the necessary approval to be able to provide a Board seat to our new Island stakeholders and clients.

The proposed amendments which the Board determined it wished to propose to you and to its Members, in addition to the amendment required to provide a Director seat to the new Vancouver Island stakeholder group, are in the nature of housekeeping amendments, drafting improvements and modernization changes and governance process improvements. The most significant of the governance process improvement proposals is the proposal to lower the special majority threshold Members' approval on extraordinary matters from 75% of all votes attached to all outstanding Company shares to 2/3 of votes cast. This amendment would keep the special majority provisions within the range dictated by the *Business Corporations Act*, while facilitating future governance changes. Given the breadth of our shareholder base, and the growth of the Company since its inception, the lower, but still significant, majority approval level is considered a practical and strategic change to our governance processes. At the same time the Board determined that it also wished to seek approval of revisions which would modernize the Agreement, remove antiquated provisions, and improve drafting such as by more precisely defining certain terms.

In a package which went to our Members in May, we detailed each and every change and the rationale therefor. It is the view of the Board and Management that all proposed changes are in shareholders' best interests, and that no one shareholder is prejudiced by any of the proposed amendments. Similarly, we believe that none of the proposed changes alters our accountability to the Ministry nor our mandate under the Act. We consider the proposed governance process changes to be an internal governance matter and the other changes to be ones which make the Agreement more practicable in its operation and effect amongst shareholders, the Board and Company Management.

In the briefing note accompanying this letter, and the attachments thereto, we have endeavoured to provide you with the information necessary to support our request for Ministerial approval of the proposed amendments to the Members' Agreement.



We would be pleased to provide any further information, or arrange a briefing, should you so wish.

Sincerely,



Oliver Grüter-Andrew
President & Chief Executive Officer



Doug Campbell
Board Chair

Cc: Mark Sieben, Deputy Solicitor General, Ministry of Public Safety and Solicitor General



RE: E-Comm Members' Agreement w/ Gruter-Andrew question

From: Newton, Sam PSSG:EX <Sam.Newton@gov.bc.ca>
To: Sanderson, Melanie PSSG:EX <Melanie.Sanderson@gov.bc.ca>, Maartman, William PSSG:EX <William.Maartman@gov.bc.ca>, Maher, Melissa PSSG:EX <Melissa.Maher@gov.bc.ca>, Sanderson, Melanie EDUC:EX <Melanie.Sanderson@gov.bc.ca>
Cc: Hembree, Sara PSSG:EX <Sara.Hembree@gov.bc.ca>
Sent: July 26, 2021 9:51:02 AM PDT
Confirmed that there is a polycom in the room for 11am with E-Comm.
Please use our regular con call info:

Call s.15; s.17 | Participant ID s.15; s.17 | Moderator ID s.15; s.17
Call s.15; s.17

sam

From: Sanderson, Melanie PSSG:EX <Melanie.Sanderson@gov.bc.ca>
Sent: July 26, 2021 9:33 AM
To: Newton, Sam PSSG:EX <Sam.Newton@gov.bc.ca>
Cc: Maher, Melissa PSSG:EX <Melissa.Maher@gov.bc.ca>; Hembree, Sara PSSG:EX <Sara.Hembree@gov.bc.ca>; Maartman, William PSSG:EX <William.Maartman@gov.bc.ca>
Subject: Re: E-Comm Members' Agreement w/ Gruter-Andrew question

Pls set up con call line for the 11am meeting so I can dial in.

On Jul 26, 2021, at 9:25 AM, Newton, Sam PSSG:EX <Sam.Newton@gov.bc.ca> wrote:

Call s.15; s.17 | Participant ID s.15; s.17 | Moderator ID s.15; s.17
Call s.15; s.17

From: Sanderson, Melanie PSSG:EX <Melanie.Sanderson@gov.bc.ca>
Sent: July 26, 2021 9:25 AM
To: Newton, Sam PSSG:EX <Sam.Newton@gov.bc.ca>
Cc: Maher, Melissa PSSG:EX <Melissa.Maher@gov.bc.ca>; Hembree, Sara PSSG:EX <Sara.Hembree@gov.bc.ca>; Maartman, William PSSG:EX <William.Maartman@gov.bc.ca>
Subject: Re: E-Comm Members' Agreement w/ Gruter-Andrew question

Yes let's just use our regular con call line pls.

On Jul 26, 2021, at 9:23 AM, Newton, Sam PSSG:EX <Sam.Newton@gov.bc.ca> wrote:

Right. Mark is in person for the pre-brief w/ E-Comm... do we need dial in for Will and Melanie?

9:30am pre-brief confirmed w/ Mark in person.

11:00am E-Comm in person w/

Minister Farnworth
EA, Melissa Maher
DM Mark Sieben
Oliver Gruter-Andrew
Sandra R. MacKay

Jasmine Bradley

We just need to know if Will and/or Melanie want to call in and if so how they want to do that.

Sam

From: Maher, Melissa PSSG:EX <Melissa.Maher@gov.bc.ca>
Sent: July 26, 2021 9:13 AM
To: Newton, Sam PSSG:EX <Sam.Newton@gov.bc.ca>; Sanderson, Melanie PSSG:EX <Melanie.Sanderson@gov.bc.ca>; Hembree, Sara PSSG:EX <Sara.Hembree@gov.bc.ca>
Cc: Maartman, William PSSG:EX <William.Maartman@gov.bc.ca>
Subject: RE: E-Comm Members' Agreement w/ Gruter-Andrew question

In the calendar the E-Comm prebrief is at 9:30. MMF is here for it.

Please reconfirm the timelines

From: Newton, Sam PSSG:EX <Sam.Newton@gov.bc.ca>
Sent: July 26, 2021 9:11 AM
To: Sanderson, Melanie PSSG:EX <Melanie.Sanderson@gov.bc.ca>; Hembree, Sara PSSG:EX <Sara.Hembree@gov.bc.ca>
Cc: Maartman, William PSSG:EX <William.Maartman@gov.bc.ca>; Maher, Melissa PSSG:EX <Melissa.Maher@gov.bc.ca>
Subject: RE: E-Comm Members' Agreement w/ Gruter-Andrew question

11:15am pre-brief - Call § 15 § 17 | **Participant ID** § 15 § 17

11:30am call with MLA Morris Call-in - § 15 § 17 || **Participant ID:** § 15 § 17

From: Sanderson, Melanie PSSG:EX <Melanie.Sanderson@gov.bc.ca>
Sent: July 26, 2021 9:09 AM
To: Hembree, Sara PSSG:EX <Sara.Hembree@gov.bc.ca>
Cc: Maartman, William PSSG:EX <William.Maartman@gov.bc.ca>; Newton, Sam PSSG:EX <Sam.Newton@gov.bc.ca>; Maher, Melissa PSSG:EX <Melissa.Maher@gov.bc.ca>
Subject: Re: E-Comm Members' Agreement w/ Gruter-Andrew question

Are the E-Comm folks coming in person? I think we'll need con call details at least as I presume Mark and PSSG staff need to dial in.

On Jul 26, 2021, at 7:04 AM, Hembree, Sara PSSG:EX <Sara.Hembree@gov.bc.ca> wrote:

Good morning

We currently have this meeting just set at § 15 with no call in details. Just wondering if you want call in details added. Melissa is staffing but not sure if you want to listen in too.

Thanks!

Sara

RE: E-Comm Members' Agreement w/ Gruter-Andrew question

From: Hembree, Sara PSSG:EX <Sara.Hembree@gov.bc.ca>
To: Sanderson, Melanie PSSG:EX <Melanie.Sanderson@gov.bc.ca>, Sanderson, Melanie EDUC:EX <Melanie.Sanderson@gov.bc.ca>
Cc: Maartman, William PSSG:EX <William.Maartman@gov.bc.ca>, Newton, Sam PSSG:EX <Sam.Newton@gov.bc.ca>, Maher, Melissa PSSG:EX <Melissa.Maher@gov.bc.ca>
Sent: July 26, 2021 10:29:39 AM PDT
Mark is attending in person, so I just wanted to know if you needed.

From: Sanderson, Melanie PSSG:EX <Melanie.Sanderson@gov.bc.ca>
Sent: July 26, 2021 9:09 AM
To: Hembree, Sara PSSG:EX <Sara.Hembree@gov.bc.ca>
Cc: Maartman, William PSSG:EX <William.Maartman@gov.bc.ca>; Newton, Sam PSSG:EX <Sam.Newton@gov.bc.ca>; Maher, Melissa PSSG:EX <Melissa.Maher@gov.bc.ca>
Subject: Re: E-Comm Members' Agreement w/ Gruter-Andrew question

Are the E-Comm folks coming in person? I think we'll need con call details at least as I presume Mark and PSSG staff need to dial in.

On Jul 26, 2021, at 7:04 AM, Hembree, Sara PSSG:EX <Sara.Hembree@gov.bc.ca> wrote:

Good morning

We currently have this meeting just set at 8:15 with no call in details. Just wondering if you want call in details added. Melissa is staffing but not sure if you want to listen in too.

Thanks!

Sara