



**Central Okanagan
Public Schools**
Together We Learn

**PLANNING AND FACILITIES COMMITTEE
PUBLIC MEETING
AGENDA**

Wednesday, February 5, 2020, 6:00 pm

School Board Office

1040 Hollywood Road S

Kelowna, BC

**The Central Okanagan Board of Education acknowledges that this meeting is being held on the unceded,
Traditional Territory of the Okanagan People.**

Pages

1. AGENDA

Additions/Amendments/Deletions

2. REPORTS/MATTERS ARISING

2.1 Planning and Facilities Committee Public Meeting Report - January 8, 2020

5

(Attachment)

3. PUBLIC QUESTION/COMMENT PERIOD

4. COMMITTEE MEMBERS QUERIES/COMMENTS

5. DISCUSSION/ACTION ITEMS

5.1 Enhancement Agreement - École KLO Middle School - Modular Farm

10

(Attachment)

STAFF RECOMMENDATIONS:

THAT: The Planning and Facilities Committee recommends to the Board:

THAT: The Board of Education enter into an Enhancement Agreement with the École KLO Middle School PAC for a Modular Farm, outlined in Appendix B, as attached to the Agenda and presented at the February 5, 2020 Planning and Facilities Committee meeting.

THAT: The Board of Education approve a \$49,764 loan be provided to the KLO Middle School PAC to assist with the fees and installation of a Modular Farm, as attached to the Agenda and presented at the February 5, 2020 Planning and Facilities Meeting.

5.2 Annual Facility Grant (AFG) Plan for 2020/2021 through 2024/2025

38

(Attachment)

STAFF RECOMMENDATION:

THAT: The Planning and Facilities Committee recommends to the Board:

THAT: The Board of Education approve the Annual Facility Grant Plan for 2020/2021 through 2024/2025, as attached to the Agenda and as presented at the February 5, 2020 Planning and Facilities Committee Meeting.

(Attachment)

STEERING COMMITTEE'S RECOMMENDATIONS:

THAT: The Planning and Facilities Committee recommends to the Board:

THAT: The Board of Education set the transportation fee to \$450/year for each bus rider for the period effective July 1, 2020 to June 30, 2021.

THAT: The Board of Education approves the amendments to Regulation 425R – Student Fees (Regulations), as attached to the Agenda and presented at the February 5, 2020 Planning and Facilities Committee Meeting.

THAT: The Board of Education approves the rewrite to Regulation 470R – Transportation Services Management (Regulation) Guiding Principles for Transportation in Central Okanagan Public Schools, as attached to the Agenda and presented at the February 5, 2020 Planning and Facilities Committee Meeting.

6. DISCUSSION/INFORMATION ITEMS

6.1 Fortis BC's New Construction Performance Program and Efficient Boiler Program

60

(Attachment)

7. COMMITTEE CORRESPONDENCE

8. ITEMS REQUIRING SPECIAL MENTION

9. RECOMMENDATIONS/REFERRALS TO THE BOARD/COORDINATING COMMITTEE/OTHER COMMITTEES

10. ITEMS FOR FUTURE PLANNING AND FACILITIES COMMITTEE MEETINGS

- School Bus Safety Including: Seat Belts

September

- Summer Projects Update

October

- Annual Integrated Pest Management Report

January

- Annual Review of Committee's Mandate, Purpose and Function

February

- Annual Facility Grant (AFG) Plan

May

- Transportation Update
- Capital Plan Submission

June

- Energy & Sustainability Presentation

11. FUTURE PLANNING AND FACILITIES COMMITTEE MEETINGS

All meetings start at 6:00 pm unless otherwise noted.

March 4, 2020, April 1, 2020, May 6, 2020, June 3, 2020

August 19, 2020 at 4:00 pm (TBC)

October 7, 2020 and November 4, 2020

12. MEDIA QUESTIONS

13. ADJOURNMENT

CENTRAL OKANAGAN PUBLIC SCHOOLS - BOARD COMMITTEE REPORT

Planning and Facilities Committee Public Meeting

**Wednesday, January 8, 2020, 4:00 pm
School Board Office
1040 Hollywood Road S
Kelowna, BC**

Board of Education: Trustee R. Cacchioni, Committee Member
Trustee C. Desrosiers, Chairperson
Trustee J. Fraser, Committee Member
Trustee M. Baxter, Board Chairperson

Staff: Mitch Van Aller, Director of Operations
Ryan Stierman, Secretary-Treasurer/CFO
David Widdis, Planning Manager
Kevin Kaardal, Superintendent of Schools/CEO
Terry Beadury, Deputy Superintendent of Schools
Michelle DesRochers, Executive Assistant (recorder)

Absent: Stuart Kamstra, Assistant Director of Operations

Partner Groups: Susan Bauhart, COTA President
Cherylee Morrison, COPAC Co-President
David Tether, CUPE President
Ryan Ward, COPVPA Middle School Liaison
Armaan Sidhu, DSC - Grade 11 at George Elliot Secondary
Myah Taylor, DSC - Grade 11 at George Elliot Secondary

**The Central Okanagan Board of Education acknowledged that this meeting was being held
the Traditional Territory of the Okanagan People.**

AGENDA

January 8, 2020 Committee Agenda - approved as presented.

REPORTS/MATTERS ARISING

Planning and Facilities Committee Public Meeting Report - November 20, 2019

November 20, 2019 Committee Report - received as distributed.

DISCUSSION/ACTION ITEMS

Annual Review of Committee's Mandate, Purpose and Function - Policy 155

The Director of Operations stated that the Committee reviews *Policy 155 – Planning and Facilities Committee* on an annual basis. There are no recommended changes to the policy at this time.

Outcome

The Committee recommended that the Board of Education affirm Policy 155 - Planning and Facilities Committee, as attached to the Agenda and presented at the January 8, 2020 Public Planning and Facilities Committee Meeting.

Enhancement Agreement - Mar Jok Elementary School - Outdoor Basketball Court

The Director of Operations stated that as per Policy 625 - Site, Facility, and Equipment Enhancements, Mar Jok Elementary School Parent Advisory Council (PAC) is seeking approval to create an outdoor basketball court. The project is fully funded by the Mar Jok Elementary School PAC.

The Committee discussed the minutes from the Special Meeting of the Mar Jok Elementary School PAC on November 29, 2019 that was attached to the agenda. The Committee requested that all Mar Jok Elementary School PAC Meeting minutes referencing the approval of the outdoor basketball court be added to the package that is forwarded to the Board for approval.

Outcomes

The Committee recommended that the Board enter into an Enhancement Agreement with Mar Jok Elementary School PAC for the creation of an Outdoor Basketball Court outlined in Appendix D, as attached to the Agenda, and as presented at the January 8, 2020 Planning and Facilities Committee Meeting.

Renewable and Low Carbon Fuel Requirements Regulation

The Director of Operations stated that the District supplies compressed natural gas (CNG) and has generated compliance credits. The fuel must be reported and the resulting credits validated by the Director at the Ministry of Energy and Mines before they can be sold. Upon validation, District staff are recommending that the Board of Education sell 691 low carbon credits at the highest trading amount offered at the time of sale.

Outcome

The Committee recommended that the Board of Education sell the 691 low carbon credits at the highest trading amount offered at the time of sale.

DISCUSSION/INFORMATION ITEMS

Transportation Survey No. 2 Results

The Secretary-Treasurer/CFO reviewed the results from the second Transportation Survey conducted in December 2019. The following are the survey highlights:

- 1,006 responses.
- A large majority (84.8%) do not support removing eligibility from French Immersion students that attend their catchment school.
- The average distance chosen for Elementary limits was 3.13 km.
- The average distance chosen for middle was 4.04 km.
- The average distance chosen for secondary is 4.23 km.
- Distance to school and age of rider were the most highly rated criteria for courtesy seats.
- 63.9% of respondents feel that removing service for secondary students when adequate transit service exists is acceptable. Results were significantly different between eligible and courtesy riders as well as elementary and secondary parents.
- 77.6% of respondents support increasing fees to maintain or increase service, eligible riders were more favorable towards status quo and courtesy riders were more in favour of increasing service.
- 84.0% of respondents believe an income threshold should be used as other criteria to allow fee subsidies.
- The majority of respondents are in support of the changes to ride times, transfers and the number of students at each stop. The largest amount of concerns was with raising the ride time guideline as well as transfers for younger students.

The Secretary-Treasurer/CFO stated that the Transportation Task Force Steering Committee will review the survey data when it meets next to determine the final policy recommendations it will be presenting to the Planning and Facilities Committee on February 5, 2020.

West Kelowna Temporary Shelter

The Secretary-Treasurer/CFO shared that the West Kelowna Temporary Shelter located across the highway from Hudson Road Elementary School is not anticipated to add any foot traffic to the school. District staff will monitor the situation and will take action as required.

The Secretary-Treasurer/CFO stated that the recent article in the Kelowna Daily Courier reported that the concerns of the community were overblown. The wording 'overblown' was never used and is a misrepresentation of the District's viewpoint.

Both Trustee Baxter and Trustee Desrosiers shared that they met with the City of West Kelowna in December 2019. At their meeting, the City of West Kelowna advised that they had a joint meeting with bylaw officers, the RCMP and a private security company to discuss how to monitor the safety of the community and neighbouring schools.

RECOMMENDATIONS/REFERRALS TO THE BOARD/COORDINATING COMMITTEE/OTHER COMMITTEES

Future Public Board Meeting

- Annual Review of Committee's Mandate, Purpose, and Function - Policy 155 (Action Item)
- Enhancement Agreement - Mar Jok Elementary School - Outdoor Basketball Court (Action Item)
- Renewable and Low Carbon Fuel Requirements Regulation (Action Item)

ITEMS FOR FUTURE PLANNING AND FACILITIES COMMITTEE MEETINGS

- School Bus Safety Including: Seat Belts

September

- Summer Projects Update

October

- Annual Integrated Pest Management Report

January

- Annual Review of Committee's Mandate, Purpose and Function

February

- Annual Facility Grant (AFG) Plan

May

- Transportation Update
- Capital Plan Submission

June

- Energy & Sustainability Presentation

FUTURE PLANNING AND FACILITIES COMMITTEE MEETINGS

All meetings start at 6:00 pm unless otherwise noted.

February 5, 2020, March 4, 2020, April 1, 2020, May 6, 2020, June 3, 2020

August 19, 2020 at 4:00 pm (TBC)

October 7, 2020 and November 4, 2020

MEDIA QUESTIONS

There were no media representatives in attendance.

ADJOURNMENT

The meeting adjourned at 4:47 pm

Questions - Please Contact:

Trustee Desrosiers, Chairperson at 250-718-6303 or Chantelle.Desrosiers@sd23.bc.ca

Mitch Van Aller, Director of Operations at 250-870-5150 or Mitch.Vanaller@sd23.bc.ca

Chantelle Desrosiers, Chairperson



Memorandum

Date: January 31, 2020
To: Planning and Facilities Committee
From: Mitch Van Aller, Director of Operations

Action Item: **Enhancement Agreement – École KLO Middle School – Modular Farm**

1.0 ISSUE STATEMENT

École KLO Middle School PAC wishes to install a Modular Farm and enter into an Enhancement Agreement with the Board of Education.

2.0 RELEVANT BOARD MOTION/DIRECTION

Main 19P-127 (September 25, 2019 Public Board Meeting)

THAT: The Board of Education enter into an Enhancement Agreement, in principle, with École KLO Middle School PAC for the installation of a Modular Farm on site at École KLO Middle.

3.0 BACKGROUND

On September 25, 2019, Ashley Ragoonaden, Principal of École KLO Middle School, presented information about a grant awarded to the École KLO Middle School from President's Choice (PC) Children's Charities for a Modular Farm.

4.0 POINTS FOR CONSIDERATION

1. Maintenance will be minimal.
2. School will maintain, replace and repair the Modular Farm.

5.0 OPTIONS FOR ACTION

1. Approve Enhancement Agreement – École KLO Middle School – Modular Farm.
2. Do not approve Enhancement Agreement – École KLO Middle School – Modular Farm.
3. Require Additional Information.

6.0 FOLLOW-UP/REVIEW

Following approval from the Board and all funding secured by École KLO Middle School PAC, the project would proceed.

7.0 DIRECTOR'S COMMENTS

The recommendation being presented by staff reflects the decision of the Board of Education and KLO Staff.

8.0 STAFF RECOMMENDATIONS

THAT: The Planning and Facilities Committee recommends to the Board:

THAT: The Board of Education enter into an Enhancement Agreement with the École KLO Middle School PAC for a Modular Farm, outlined in Appendix B, as attached to the Agenda and presented at the February 5, 2020 Planning and Facilities Committee meeting.

THAT: The Board of Education approve a \$49,764 loan be provided to the KLO Middle School PAC to assist with the fees and installation of a Modular Farm, as attached to the Agenda and presented at the February 5, 2020 Planning and Facilities Meeting.

9.0 APPENDICES

Appendix A – Project Costs

Appendix B – Enhancement Agreement

Appendix C – President's Choice (PC) Children's Charities Signed Agreement, KLO Modular Farm

Appendix D – Site plan of KLO Middle

Appendix E – PAC Meeting Minutes/Motion to Approve.

Appendix F – Modular Farm on Letter Head

SCHOOL DISTRICT NO. 23

CENTRAL OKANAGAN
"Together We Learn"

OPERATIONS
685 Dease Road, Kelowna, BC V1X 4A4
Ph: 250.870.5153
Fax: 250.870.5091

QUOTATION

Date:	January 29, 2020	WO#:	TBA
School:	KLO Middle School		

PROJECT DESCRIPTION: KLO Modular Farm Construction

Location: North East Parking Lot

Items	Cost	Funding
Cost		
Modular Farm cost, Growing System		
Accessories and Auxiliary Systems	\$ 250,000.00	
Professional Services/Consultant	\$ 12,500.00	
Site Prep, Utility Services	\$ 27,460.00	
Supply/ Installation	\$ 5,280.00	
Contingency (5%)	\$ 2,262.00	
GST on Services (5%)	\$ 2,262.00	
PST included in material costs		
TOTAL		\$ 299,764.00

Funding Sources

PC Charity Grant	\$ 250,000.00
KLO PAC Contribution 19-20	\$
Balance	\$ 49,764.00
Loan Request from District	\$ 49,764.00

SCHOOL ENHANCEMENT PROJECT FUNDING AGREEMENT

THIS AGREEMENT made as of the 24th day of January, 2020.

BETWEEN:

**THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 23
(CENTRAL OKANAGAN)**, having an office at 1940 Underhill Street,
Kelowna, British Columbia (hereinafter called the "School Board")

AND:

THE ECOLE KLO MIDDLE SCHOOL PAC
(hereinafter called the "Funding Agency")

WHEREAS:

- A. The Funding Agency wishes to apply its independently obtained funding to assist **Ecole KLO Middle School** in achieving School Enhancement Projects described in the Schedules attached hereto (the "School Enhancement Project"¹)
- B. The School Board agrees that each School Enhancement Project described in the Schedules is appropriate for the School and provides a significant and desirable benefit to the students of the School.
- C. The School Board has advised the Funding Agency that its budget priorities and requirements prevent the ongoing allocation by the School Board of funds for the necessary staff training, operation and/or maintenance of each School Enhancement Project during the life of the enhancement and has requested the Funding Agency to fund, on an annual basis, the training, operating costs, maintenance and repairs necessary for the use of the enhancement by the students, staff or others at the School.

NOW THEREFORE in consideration of the School Board accepting the School Enhancement Project from the Funding Agency, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Funding Agency, from its own resources, agrees to fund the capital cost of each School Enhancement Project described in the Schedules for installation at the named School.
2. The School Board agrees to assign all personnel necessary to supervise, install and maintain the School Enhancement Project at the School, in compliance with its Collective Agreement(s), and at the cost of the Funding Agency, as detailed herein.
3. The Funding Agency further agrees to provide annually, such funds as determined by the School Board, acting reasonably, that may be required for the staff training, operations, maintenance and repair of the School Enhancement Project to ensure that it can be utilized in a safe, efficient and continuous manner by District students, staff and others, for the life of the School Enhancement Project.
4. The School Board, through its administrative personnel shall determine the standard and schedule of maintenance and repair work, and shall inspect, maintain and repair the enhancement on a regular basis in order to limit any liability of the School Board arising out of the use of the School Enhancement Project by the staff, students, or other persons at the School.
5. Upon accepting the School Enhancement Project the School Board assumes the liability associated with the project and agrees to save harmless the Funding Agency.
6. The School Board shall provide the Funding Agency with any estimated costs of operating, monitoring, maintenance and repair for the next school year annually, on or before May 1st in each year, during the life of the Project. The Funding Agency shall pay over to the School Board, the required funds by July 1st of the same calendar year.
7. In the event that the Funding Agency is unwilling or unable to provide the necessary funds for the operation, maintenance and repair of any School Enhancement Project, the School Board may, at its sole option, decommission the Project, dismantle and dispose of any remaining assets, and retain any residual value from the Project as it sees fit, upon ninety (90) days written notice to the Funding Agency.
8. The School Board agrees that any breach by the Funding Agency of its obligation to fund the required costs associated with the use of a School Enhancement Project shall not be considered the personal obligation of an individual member of the Funding Agency or its executive or directors, and shall be limited to the current cash resources of the Funding Agency, notwithstanding the operation of any law to the contrary.

9. This Agreement shall only be binding upon the School Board upon the passage of a resolution by the School Board and upon the Funding Agency upon the approval by a resolution at a general meeting of the members of the Funding Agency, authorizing the executive of the Funding Agency to enter into the Agreement.

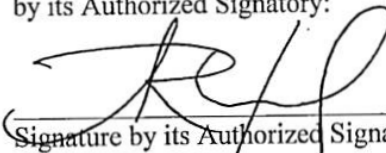
IN WITNESS WHEREOF the parties have hereunto executed this Agreement in the presence of their duly authorized signing officers on that behalf the day and year first above written.

**THE BOARD OF EDUCATION
OF SCHOOL DISTRICT No. 23,
(CENTRAL OKANAGAN)** by its
Authorized Signatory:

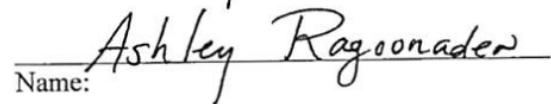
Secretary Treasurer/Deputy Superintendent

Name:

THE ECOLE KLO MIDDLE SCHOOL
by its Authorized Signatory:



Signature by its Authorized Signatory



Name:

THE ECOLE KLO MIDDLE SCHOOL PAC
by its Authorized Signatory:



Signature by its Authorized Signatory



Name:



feeding hungry minds

GRANT AGREEMENT

THIS GRANT AGREEMENT (the "**Agreement**") is made as of the 8th day of November, 2019 (the "**Effective Date**"),

BETWEEN:

**PRESIDENT'S CHOICE CHILDREN'S CHARITY / LA
FONDATION POUR LES ENFANTS LE CHOIX DU PRÉSIDENT**

(the "**Grantor**")

-and-

CENTRAL OKANAGAN SCHOOL DISTRICT

(the "**Recipient**", and collectively with the Grantor, the "**Parties**" and each individually a "**Party**")

RECITALS:

- A. The Grantor is a charitable corporation with a purpose of providing relief of children's poverty and the promotion of health;
- B. the Recipient submitted to the Grantor a proposal (the "**Grant Application**") for a modular farm project (the "**Modular Farm**") to be used at one of its schools, the KLO Middle School with a municipal address of 3130 Gordon DR., Kelowna, British Columbia (the "**School**"); and
- C. the Grantor has approved the Grant Application and wishes to provide a grant to the Recipient to be used for the School upon the terms and conditions contained herein.

NOW THEREFORE, the Parties agree as follows:

ARTICLE 1 PURPOSE

- 1.1 Purpose. The Recipient shall use the Grant (as hereinafter defined) only for the purposes of acquiring, installing and using a Modular Farm as more particularly described in SCHEDULE A (the "**Permitted Purpose**"), and for no other purpose, unless otherwise approved by Grantor in writing.

ARTICLE 2 GRANT

- 2.1 Grant. Subject to the terms and conditions of this Agreement, the Grantor agrees to provide funding in the total amount set out in SCHEDULE B (the "**Grant**") for the Permitted Purpose.
- 2.2 Grant Allocation. The Grant shall be allocated and distributed in accordance with the Grant budget set out in SCHEDULE B, and the Recipient acknowledges and agrees that the Grant shall only applied in accordance with such allocation unless otherwise consented to in writing by the Grantor. The Recipient acknowledges that the budget contains estimates and agrees that the Grantor may revise such budget from time to time in its sole discretion.

- 2.3 Third-Party Supplier. If any amount of the Grant is to be distributed to a third party by the Recipient in connection with the Permitted Purpose, the Grantor reserves the right in its sole discretion to distribute such amount of the Grant directly to such third party.

ARTICLE 3 TERM AND TERMINATION

- 3.1 Term. The term of this Agreement shall commence as of the Effective Date and continue until the expiry date set out in SCHEDULE B (the "**Term**"), unless otherwise this Agreement is terminated earlier in accordance with Section 3.2.

- 3.2 Termination. The Grantor may terminate this Agreement earlier if:

- (a) the Recipient commits a material breach of any term of this Agreement and such breach is not remedied by the Recipient within fifteen (15) days receipt of a written notice from the Grantor; or
- (b) the Recipient becomes insolvent and/or proceedings have been commenced under any legislation or otherwise for its dissolution, liquidation or winding-up, or bankruptcy, insolvency or creditors' arrangement proceedings have been commenced by or against the Recipient.

- 3.3 Effect of Termination. If this Agreement is terminated pursuant to Section 3.2, the Recipient may be:

- (a) reimbursed for all or a portion of the expenses it has incurred in relation to the Permitted Purpose up to the effective date of termination; or
- (b) required to return to Grantor all or a portion of the Grant that was disbursed by Grantor to Recipient prior to the effective date of termination;

as applicable, all subject to Grantor's sole discretion.

ARTICLE 4 RESPONSIBILITIES; REPRESENTATIONS AND WARRANTIES

- 4.1 Recipient's Responsibilities. The Recipient agrees that it shall:

- (a) use the Grant only for the Permitted Purpose;
- (b) perform and comply with the obligations set out in SCHEDULE C;
- (c) comply with all applicable laws and regulations in connection with any of its obligations under this Agreement, including, without limitation, the Permitted Purpose;
- (d) provide Grantor with prompt notice of (i) material concerns with the Permitted Purpose and any inability to comply with the Permitted Purpose and this Agreement, and (ii) any proposed change in the objects, nature or scope of the Recipient (including legal status).

- 4.2 Recipient's Representations and Warranties. The Recipient represents and warrants to the Grantor as follows:

- (a) it is a corporation validly subsisting under the laws of the jurisdiction of British Columbia and has the corporate power to enter into this Agreement and to perform its obligations hereunder;

- (b) this Agreement has been duly authorized, executed and delivered by the Recipient and is a legal, valid and binding obligation of the Recipient, enforceable against the Recipient by the Grantor in accordance with its terms;
- (c) it has obtained and will maintain any current approvals, permits, licenses, certificates, orders, registrations, filings or other forms of authorization necessary to complete its obligations during the Term of this Agreement; and
- (d) neither the making of this Agreement nor the compliance with its terms and the terms of the Permitted Purpose will conflict with or result in the breach of any of the terms, conditions or provisions of, or constitute a default under any indenture, debenture, agreement or other instrument or arrangement to which the Recipient is a party or by which it is bound, or violate any of the terms or provisions of the Recipient's constituting documents or any license, approval, consent, judgment, decree or order or any statute, rule or regulation applicable to the Recipient.

ARTICLE 5 RECORDS AND ACCESS

- 5.1 Records. The Recipient shall keep proper and accurate books and records to document the use of the Grant and the activities supported by the Grant at the School. The Recipient shall maintain all books and records related to the Grant for at least six (6) years following the end of the Term (as hereinafter defined).
- 5.2 Access to Facilities. Upon written request and at mutually agreeable times, the Recipient will permit the Grantor and other potential grant recipients of Grantor, access to the School's premises for the purpose of evaluating the Permitted Purpose and the results thereof.
- 5.3 Audit Rights. Upon reasonable prior written notice, the Recipient shall provide to the Grantor and its designated representatives with access to all reasonable documentation and data related to the Grant and this Agreement to permit the Grantor to verify the Recipient's compliance with its obligations under this Agreement. The Recipient will use commercially reasonable efforts to cooperate in such audit and investigation and will assist the Grantor as reasonably necessary. The Grantor shall: (i) conduct such audit and investigation only during normal business hours; (ii) use commercially reasonable efforts to conduct such audit and investigation in a manner that will result in a minimum of inconvenience and disruption to the Recipient's business operations; and (iii) be responsible for all costs related to any such audit and investigation.

ARTICLE 6 GRANTOR RECOGNITION

- 6.1 The Recipient shall recognize and state in an appropriate manner at the School or otherwise, as mutually agreed upon between the Parties, the financial assistance provided by Grantor in connection with the Permitted Purpose. Without limiting the generality of the foregoing, the Recipient shall:
 - (a) obtain Grantor's written consent prior to making any public announcement, publication or other communication in connection with the Grant, the Grantor and/or the Permitted Purpose (including the use of any of the Grantor's name, trademarks or any other intellectual property of the Grantor); and

- (b) comply with any guidelines and/or policies of the Grantor in connection with the use of the Grantor's name, trademarks or any other intellectual property of the Grantor.

6.2 Grantor may publicize its support of the Permitted Purpose in its marketing materials and on its website in its sole discretion.

ARTICLE 7 INTELLECTUAL PROPERTY

7.1 Pre-Existing Rights. Neither Party shall acquire any right, title or interest in and to the other Party's intellectual property existing as of the date of this Agreement, and any modifications, improvements or other developments thereto. Any use of a Party's pre-existing intellectual property shall require written approval of the owning Party.

7.2 Copyright. The Recipient shall own all right, title and interest in and to all copyrights and copyrightable materials, including educational materials, that is created solely by the Recipient in connection with this Agreement for the Permitted Purpose. Nothing in this Agreement prohibits the Grantor from creating copyright that is similar to the intellectual property hereunder for use in connection with other purposes that are similar to the Permitted Purpose. The Recipient further grants to Grantor, a non-exclusive, irrevocable, world-wide and royalty-free license in perpetuity to use, modify, publish extracts and make summaries or otherwise use all or any part of such materials for educational purposes, subject to any applicable confidentiality requirements contained herein.

ARTICLE 8 CONFIDENTIALITY

8.1 All processes, documents, data, plans, material, policies or information pertaining to either Party's operations which is obtained by the other Party (in such capacity, the "**Receiving Party**") or furnished to the Receiving Party in connection with this Agreement and expressly identified as confidential thereby, including, without limitation, the terms of this Agreement, ("**Confidential Information**") shall be maintained by the Receiving Party in strict confidence and shall not be disclosed to any person or entity for any reason or used by the Receiving Party except as necessary for it to perform its obligations hereunder.

8.2 The limitations contained in this section shall not apply to (a) Confidential Information which is in the public domain at the time of disclosure; (b) Confidential Information that becomes part of the public domain after disclosure through no fault of the Receiving Party; (c) Confidential Information that the Receiving Party can prove was known by the Receiving Party at the time of disclosure; (d) Confidential Information that the Receiving Party can prove was supplied to the Receiving Party by a third party or was independently developed by the Receiving Party; or (e) Confidential Information required to be disclosed pursuant to judicial process.

ARTICLE 9 INDEMNITY

9.1 The Recipient hereby agrees to indemnify and hold harmless the Grantor and its officers, directors, employees, representatives and agents (collectively, the "**Indemnified Parties**") from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings (collectively, a "**Claim**"), by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the use of the Grant, the Permitted Purpose or otherwise in connection with this Agreement, but only to the extent that such Claim arises out of or is in connection with the Recipient's breach of this

Agreement or is caused by the negligence or wilful misconduct of the Recipient in the performance of its obligations hereunder.

ARTICLE 10 MISCELLANEOUS PROVISIONS

- 10.1 Notice. Any notice, document or other communication required to be given under this Agreement shall be in writing and may be sent by personal delivery/courier, registered mail or email to the other Party at its address indicated in SCHEDULE D.
- 10.2 Relationship of the Parties. The relationship between the Recipient and Grantor is, and shall at all times be and remain, essentially that of a recipient and a grantor, and this Agreement does not and shall not be deemed to create a joint venture, partnership, and fiduciary or agency relationship between the Parties.
- 10.3 Further Assurances. The Parties shall execute all other documents and instruments and do all other things necessary for the Grant and to carry out the terms of this Agreement.
- 10.4 No Waiver. No waiver of any provision of this Agreement shall be binding unless executed in writing by the Party granting the waiver. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver unless otherwise expressly provided.
- 10.5 Entire Agreement. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior understandings, negotiations and discussions, whether written or oral. There are no conditions, covenants, agreements, understandings, representations, warranties or other provisions, express or implied, collateral, statutory or otherwise, relating to the subject matter hereof except as herein provided.
- 10.6 Severability. Each of the binding provisions contained in this Agreement is distinct and severable. Any declaration by a court of competent jurisdiction of the invalidity or unenforceability of any binding provision or part of a binding provision will not affect the validity or enforceability of any other provision of this Agreement.
- 10.7 Survival. Except as otherwise provided herein, ARTICLE 5, ARTICLE 7, ARTICLE 8, ARTICLE 9 and those sections of this Agreement which, by the nature of the rights or obligations set-out therein might reasonably be expected to survive any termination or expiry of this Agreement, shall survive any termination or expiry of this Agreement.
- 10.8 Time of the Essence. Time shall be of the essence of this Agreement.
- 10.9 Amendments. No amendment of the Agreement will have any force or effect unless reduced to writing and signed by both Parties.
- 10.10 Assignment. This Agreement cannot be assigned by either of the Parties, in part or in whole, without the prior written consent of the other Party. This Agreement shall ensure to the benefit of, and shall be binding upon, the Parties and their respective, heirs, executors, administrators, successors and permitted assigns.
- 10.11 Governing Law. This Agreement shall be governed by and construed in accordance with the law of the Province of Ontario and the federal laws of Canada applicable therein.

- 10.12 Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered (by facsimile or otherwise) will be deemed to be an original, and all of which together will constitute one and the same document.
- 10.13 Language. The Parties do hereby agree that this Agreement and related documents be drawn up in the English language only. Les Parties aux présentes ont convenu que cette entente et les documents s'y rattachant soient rédigés en langue anglaise seulement.

[signature page immediately follows]



feeding hungry minds

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the Effective Date.

**PRESIDENT'S CHOICE CHILDREN'S
CHARITY / LA FONDATION POUR LES
ENFANTS LE CHOIX DU PRÉSIDENT**

Per: [Signature]

Name: KEVIN GROH

Title: SVP, CORP. AFFAIRS.
VICE CHAIR, PCCC

Per: [Signature]

Name: Lisa Battistelli

Title: Executive Director, PCCC

(I/we have authority to bind the corporation)

**CENTRAL OKANAGAN SCHOOL
DISTRICT**

Per: [Signature]

Name: Ryan Stierman

Title: Secretary Treasurer

(I have authority to bind the school district)



feeding hungry minds

SCHEDULE A

Permitted Purpose

Acquire and install a modular farm (an industrial-grade hydroponic fresh leafy green production system housed inside a 40-ft insulated shipping container from The Growcer Inc.) to be located on School premises which shall only be used to grow produce in connection with educational programs at the School and in collaboration with other partners of the Recipient.

SCHEDULE B

Grant Details

Total Grant (CAD):	\$250,000	
Grant Budget Details:	The Grant shall be allocated distributed according to the following:	
	Growing System	
	System Construction, Parts and Labour - \$101k	\$101,000
	Hydroponic Equipment - \$12,800 per rack @ 6 racks per system	\$76,800
	+ Upgrade Supermarket Racks to Restaurant Racks - 4 rack upgrades	\$6,200
	+ 200 Growing Tray Lids for Custom Growing Techniques	No Cost
	+ 3 Windows Installed	\$4,100
	+ Priming and Roof Graphic	N/A
	Commercial-grade air conditioning system	\$5,300
	Commercial Water Chiller	\$3,900
	Shipping (\$3.75 per mile – 233 miles from Spokane, WA to Kelowna, BC)	\$4,900
	Sub-total:	\$202,200
	Accessories and Auxiliary Systems	
	Grow-Out and Onsite Installation (Including Anchors)	\$8,760
	Onsite Training	\$9,700
	Critical Spares Kit	\$5,940
	Stairs	\$3,900
	Three Years of Support Services	N/A
	Three Years of Growing Materials - Recommended crop mix is \$6,500 annually	\$19,500
	Sub-total:	\$47,800
	TOTAL:	\$250,000
Term:	3 years from the Effective Date	

SCHEDULE C**Recipient Obligations**

Recipient and School shall:

- provide a dedicated leadership team to support the Modular Farm which shall include Jayna Bailey and Tonia MacGregor;
- ensure that the Modular Farm is integrated into the educational curriculum of the School and not used for any other purpose;
- develop and document best practices and lesson plans associated with the Modular Farm;
- primarily use any produce grown in the Modular Farm to supplement the School's daily meal program and/or food-based education classes;
- provide excess produce grown in the Modular Farm, if available, to other recipients of grants from Grantor (including A.S. Matheson Elementary School, and Kelowna Secondary School);



feeding hungry minds

SCHEDULE D

NOTICE

To Grantor:

President's Choice Children's Charity / La Fondation Pour Les Enfants Le Choix Du Président

1 President's Choice Circle

Brampton, ON

L6Y 5S5

Attention: Lisa Battistelli - Director, President's Choice Children's Charity

Email: pccharity@loblaw.ca

with a copy to:

Attention: Legal Department

Email: legalnotice@loblaw.ca

To Recipient:

Central Okanagan School District

1040 Hollywood Rd. S,

Kelowna, BC

V1X 4N2

Attention: Ryan Stierman - Secretary Treasurer

Email: ryan.stierman@sd23.bc.ca

KLO Modular Farm

Thank you for considering Ecole KLO Middle School for an Innovation Grant Modular Farm project. As the Principal of KLO, I am very proud of the dedicated educators in this school, who work diligently every day, to create authentic learning occasions for our students. We are excited by this opportunity and if we are fortunate enough to work with the PC Children's Charity next year, our inquiry question will be:

In accordance with our new school vision, how can we use a modular farm in order to create meaningful and relevant learning opportunities?

School Vision

- During this current academic year, we spent time together as a staff building our school vision. Our vision guides our direction as a team. We use words such as diversity and integrity in order to build character traits that support citizenship and responsible behavior. Inquiry and innovation build curiosity and skills within students to help them find a way to make a positive difference in the world. At KLO, we are committed to ensuring access to quality education for all students by effectively meeting their diverse needs in a way that is responsive, accepting, respectful and supportive.

KLO VISION

what we believe

Ecole KLO Middle School, in alignment with our BC curriculum, seeks to create a culture with learners at the center, who actively learn and thrive with a sense of **belonging** and **purpose**.

how we achieve

inquiry

nurture a dynamic process of being open to wonder as we explore, persevere and understand the world

innovation

engage creative and critical thinking through design processes in order to generate new ideas

integrity

empower courage, honesty and respect for all in our school, our community and our planet

diversity

embrace individuality and inclusion in order to make school communities and society as a whole more equitable for all people

skills

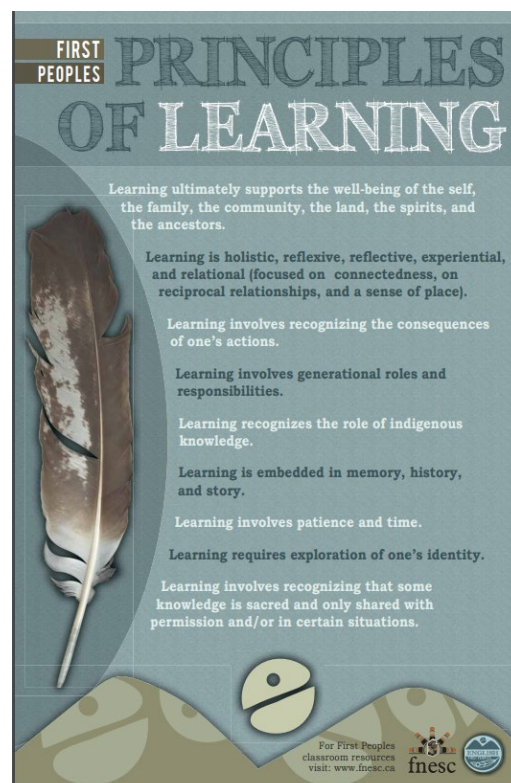
foster digital, creative and academic competencies needed to transition successfully into higher education, the workforce, and our society

wellness

cultivate a holistic balance of emotional, intellectual, physical and social well-being and growth

Redesigned BC Curriculum

- Our redesigned BC curriculum shifts the focus of learning from the understanding of content to building competency driven skill sets. Core competencies are groups of intellectual, personal, social and emotional proficiencies that all learners need to develop in order to engage in meaningful and life-long learning. These changes address the fact that our modern education system needs to provide the flexibility to inspire personalization of learning as well as to help young people discover their passions and interests. Examples of these modifications are the Ecology and Environment revisions to the Science 9 curriculum which were made to promote self-directed inquiry.
- In the same spirit, Place Based Learning (PBL) encourages our students to look around their community with an emphasis on the indigenous ways in relation to the First Peoples Principles of Learning – Learning is holistic, reflective, experiential and relational.
- We feel that within this framework of BCs Redesigned Curriculum a modular farm would provide teachers great flexibility in creating learning environments that are relevant, engaging, and novel. Our KLO team of teachers possess the ability to create contemporary learning opportunities while keeping in consideration local contexts.



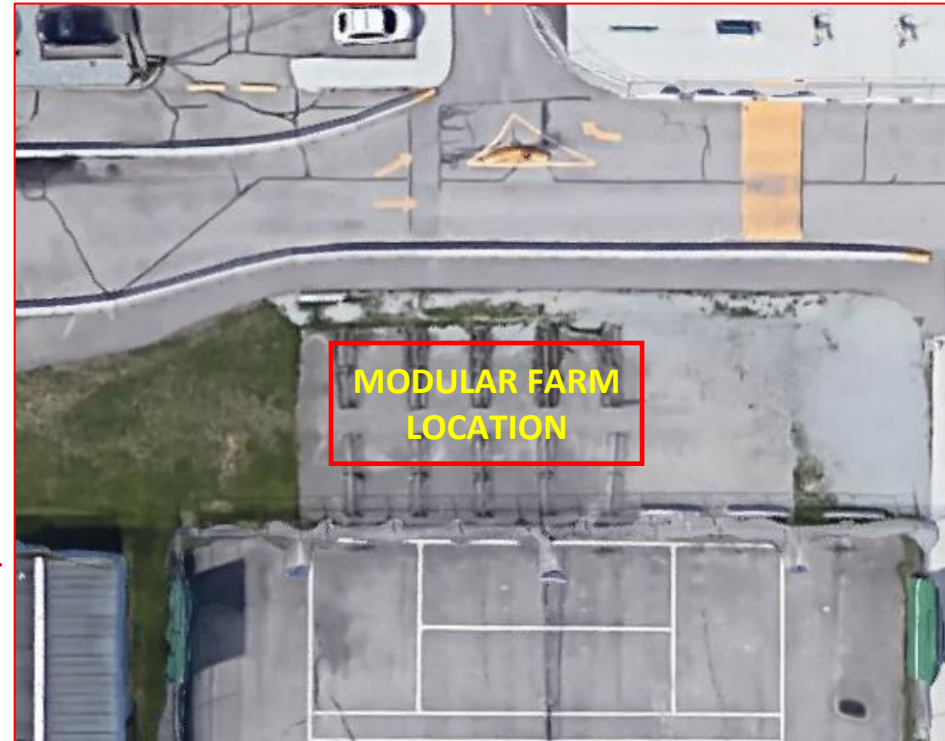
Learners at KLO

- I have connected with teachers who are committed to working with this Innovation Grant Modular Farm Project.
- The advancement of this project would be developed through our Leadership Team which consists of Jayna Bailey and Tonia MacGregor. They are involved with our grade 8 *Community Action Team* (CAT) and our grade 9 *Where Everyone Belongs Program* (WEB). If approved, this team of teachers along with an administrator would form the lead team of the Modular Farm Project.
- We also have our Home Economics teacher Mrs. Trevor-Smith who is very interested in incorporating the vegetables produced by the farm into her lessons. She is passionate about providing learning in relation to the cultivation of plants and its connection to health lifestyles. We have also created a specific course called *Farm to Table – A hands-on Experience in the World of Food* to invite our grade 9 population to get involved at another curricular level.
- Furthermore, we would like to embed the functionality of this farm into our Science curriculum at both the grade 8 and the grade 9 level. Our team of educators are dedicated to creating engaging lesson plans that study the functionality of the modular farm and reflect upon its importance as a sustainable option at a community and global level.
- Our Aboriginal Teacher Advocates have demonstrated much interest in our farm as it correlates to First People Principles of Learning, offering our aboriginal student population more opportunities for cultural learning.
- It is to clear to me as I approached my staff that we will have many teachers who are interested in this project. They recognize the multitude of learning options for our students.

Learning Community

- KLO Middle School is very committed to working with our school partners in order to make the farm a learning experience not only for KLO but also for our feeder elementary schools, our connecting high school as well as our local College. We do have the advantage of an excellent location as many schools are in walking distance. In the future, we would also like to reach out to the University of Okanagan British Columbia (UBCO)
- AS Matheson is an elementary school with a diverse student population of various socio-economic backgrounds. We have reached out to the Principal, Mr. Derek Lee about building learning opportunities for their students. We believe that our CAT and WEB teams would enjoy the chance to explain to younger students from our feeder schools the importance of modular farm technology. Mr. Troy White, the principal of Kelowna Secondary School (KSS), is also committed to working alongside our students in a learning capacity. We recognize how we can make connections within the two schools to enhance the learning around this technology. My conversation with my administrative colleagues evolved into the importance of using the concept of inquiry in connection with our new curriculum. We further discussed the importance of our students reflecting on the significance of modular farming and sustainable living for future generations.
- The University of British Columbia Okanagan is also nearby. In the future, our goal is to reach out to them and expand our learning to a multitude of levels in this community.
- We also feel very privileged to work with Peter Boyd at our local President's Choice Grocery Store Independent Grocers. We already see Peter as a community partner who is committed to making a difference in Kelowna. As we embark on this modern learning adventure for all learners in our community, we are proud to have Peter alongside us.

APPENDIX D



KLO MODULAR FARM – PROPOSED LOCATION

KLO Middle School Parent Advisory Council

January 20, 2020

Attendance: Sarah DeFrancesco-Berg (Co-Chair), Hu Jing Yao (Treasurer), Ashley Ragoonadon (Principal), Ward Willison, Myrna Stark Leader (Student Voice Rep), Terry Lum (COPAC Rep), Joelle Brennan (Secretary), Michelle Kershaw, Heidi Kubin (Vice Principal), Allana Scarfo (Member at Large), Abbey Westbury, Jordan Kleckner (special guest), John Marrone (special guest), Cara Heck, Lacey Lenarduzzi

Regrets: Tracey Coupal (Co-Chair)

Location: KLO Middle School Library, 3130 Gordon Drive, Kelowna, BC

Agenda	Discussion	Action
Welcome	Meeting called to order by 1832 at by Sarah, Introductions completed	
Review and Approval of Agenda for meeting	Sarah requested a motion to approve Agenda as	Motioned to approve as proposed by Abby , Seconded by Sarah , carried
Review and Approval of Meeting Minutes from November 2019	Sarah requested a motion to approve as	Motioned to approve as presented by Myrna, seconded by Alana, carried
Special Presentation	SD23 Digital Wellness Presentation (Handouts circulated) <ul style="list-style-type: none"> • A guide for Students, Schools and Families presented • Opportunity for online course presented (approximately 1 hour per week), focus on bite-sized learning 	Flyers left and will be emailed through school
Reports	Administrators Report – Ashley Ragoonadon <ul style="list-style-type: none"> • Harmony Day (Heidi) spoke regarding planning underway by Grade 8 students for February 19th. Attempting to get food trucks again this year (will go out on school cash for pre-payment) • Ashley thanked PAC for feedback on Interim Reports, working on how to make the system better • Heidi is being appraised this year, questions will be circulated to students and parents (see KLO 	

	<p>website)</p> <ul style="list-style-type: none"> Cameras located at KLO, request to review camera locations and functions at next PAC meeting <p>PAC Co-Chair Report – Tracey Coupal/Sarah Berg</p> <ul style="list-style-type: none"> Sarah reviewed the summary report circulated by Tracey on follow-up from previous meetings <p>COPAC Representative Report – Terry Lum</p> <ul style="list-style-type: none"> Terry read his report on the December CoPAC meeting including items on Prom wear donations, Harmony Day, Living Library, Aboriginal Elders program, funding report from Superintendent, RedforBCed, transportation review <p>Treasurers Report – Hu Jing Yao</p> <ul style="list-style-type: none"> December statement reviewed and circulated <ul style="list-style-type: none"> 1176.56 (General Account) 24130.51 (Gaming Account) Profit of 540.00 from the Christmas fundraiser Anticipating disbursement of 8030.96 from gaming (Funding allocation approved to Library Maker space) <p>Student Voice Representative Report – Myrna Stark Leader</p> <ul style="list-style-type: none"> Attended 1st meeting, next meeting this coming Friday, more info to come in future <p>Parent Ed</p> <ul style="list-style-type: none"> Sue Musleh, M.Ed. RCC; Registered Clinical Counsellor Feb. 24 2020 * need this into the emails home* 6:00 pm “Making An Ally of Anxiety: Using Brain Science to Calm the Chaos” Sarah will connect with office to 	<p>CO-CHAIR: add Cameras to agenda for February PAC Meeting</p> <p>ALL: Summary report attached (pending) TERRY: to confirm we are registered</p> <p>ALL: Bank Statements available for viewing upon request</p> <p>CO-CHAIR/HEIDI: connect with office regarding adding to KLO Newsletter</p>
--	--	--

	<p>go on newsletter</p> <p>Fundraisers</p> <ul style="list-style-type: none"> • Consideration regarding future fundraising, discussion regarding Spring plant sale to delivery pre-Mother's Day 	<p>CO-CHAIR: Add future fundraising opportunities to Feb Agenda</p>
Old Business	<p>COBBS</p> <ul style="list-style-type: none"> • Gaming funds can no longer be used for these bursaries and fees • Selections Dates March 30, 31 and April 1st • Will need 2-3 volunteers • Abbey spoke of the positive experience in reviewing last year 	<p>ALL: Contact Tracey/Sarah if you are interested in Volunteering</p> <p>CO-CHAIR: Add to February Agenda</p>
New Business	<p>SD23 Loan for Modular Farm</p> <ul style="list-style-type: none"> • Presidents Choice Children's Charity has donated 250,000 however the location requires further funding • Option of a SD 23 for up to \$50 000 to assist the school in paying for the installation of the Modular Farm. • Clarified that loan is zero interest & payable over 5 years: first payment would be before June 1 2021 to SD23. • Discussion of community partner options • Farming grant option discussed <p>Meeting Dates</p> <ul style="list-style-type: none"> • Feb. 24, April 27, May 12 (May is not on school website?) • We do not meet in March or June 2020 • For school year 2020-2021 – motion to continue with 3rd Monday of Month. 	<p>Motion: Motion to receive a loan of up to 50 000 from SD23 to be used towards the installation at KLO of the Modular Farm by Terry, seconded by Hu Jing, motion carried by unanimous vote</p> <p>Tabled discussion of meeting dates for 2020/2021 school year</p> <p>CO-CHAIR: Add to future PAC agenda</p>
	Motion to Adjourn Meeting by at 2019	
	<p>Next Meeting – February 24, 2020 at 6:00PM (Special Presentation prior to meeting)</p>	



ÉCOLE KLO MIDDLE SCHOOL

3130 Gordon Drive
Kelowna, B.C. V1W 3M4
Tel: (250) 870-5106
Fax: (250) 870-5006
<http://www.klo.sd23.bc.ca>

RE: Modular Farm President Choice Charities

At KLO, we have embraced many concepts surrounding the BC Curriculum in order to offer our students an education that will prepare them for the 21st century. At the heart of British Columbia's redesigned curriculum are the Core Competencies, which are based around the concepts of communication, thinking and personal/social responsibilities. These sets of proficiencies are connected to essential learning around the foundations of literacy and numeracy. These competencies are also focused on creating young people with critical and creative thinking abilities and who are aware of the importance of model citizenship. Learning does not only occur in schools. We now understand that students can learn in many different ways and in different places. Teachers are constantly searching to develop tasks that address the needs and the interests of our students. As we build our modern classrooms, it is imperative that we do not forget to address the importance of building young citizens who display strong character and who are ready to make a difference for themselves and people around them. This year as KLO Middle School was building their school vision, we, as educators, discussed the importance of community. Place Based Learning according to our new curriculum recognizes that learning can be enriched through collaborative work with the members of our neighborhood. By building upon these local connections, we seek to create opportunities, which will allow us to share expertise and perspectives, which are essential to share with a younger generation. At KLO, we are hoping to build the following exploratory course to build a sense community and raise an awareness related to the importance of sustainability in order to protect our environment for future generations. This community project would include our members of KLO Middle School, our feeder schools as well as

community partners looking to get involved with our communal project. Through this initiative, we are looking to transform our breakfast program, lunch programs, and our snack programs in hopes of creating educational opportunities for students in relation their sense of environmental sustainability.

Farm to Table: A Hands-on Experience in the World of Food (Lettuce, Greenhouses, and sustainability)

This exploratory incorporates classroom and hands on experiences in the business of farming and the growing of food. Students will learn about soil, planting, growing, and harvesting of food products in greenhouses at KLO. Students will also build their own entrepreneur model to develop a vision of a farming business. Produce from the gardens will be used to support KLO projects, one community project, and to teach marketing of products. Other potential areas of study: roof top gardens, container gardens, herbs, food sustainability, both personal and on a global level, and food security. Field trips to local businesses and farms will be included.

At a January 2020 PAC meeting, a motion was passed to receive a loan of up to \$50 000 from School District 23 to be used towards the installation of this President's Choice Children's Charity Modular Farm. Please refer to attached PAC minutes.

The plan to repay the loan will be based on PAC support and student initiatives related to Modular Farm. The repayment plan is based on a five-year loan with the intention to pay back the School District 23 loan as soon as possible.



Mr. Ashley Ragoonaden
Principal
Ecole KLO Middle School





Memorandum

Date: January 31, 2020
To: Planning and Facilities Committee
From: Mitch Van Aller, Director of Operations

Action Item: Annual Facility Grant (AFG) Plan for 2020/2021 through 2024/2025

1.0 ISSUE STATEMENT

The Annual Facility Grant Plan is prepared yearly by staff for approval by the Board of Education.

2.0 RELEVANT BOARD MOTION/DIRECTION

None.

3.0 BACKGROUND

In the provincial fiscal year of April 2019 through March 2020, the Ministry of Education granted School District No. 23 approximately \$3.8 million in the Annual Facility Grant (AFG), intended for minor capital improvements required to ensure the long-term viability of our existing physical plant. Most of the expenditures were for upgrades of mechanical systems, roofing replacements and facility upgrades.

Ministry directives state:

"A school board may expend its annual facility grant for the purpose of:

- upgrading or replacing existing building components throughout the expected economic life of an existing capital asset;*
- enhancing the service potential of an existing capital asset or a component of an existing capital asset by correcting deficiencies in design or construction, and unsafe conditions;*
- significantly lowering the associated operating costs of an existing capital asset; or,*
- extending the life of an existing capital asset or a component of an existing capital asset beyond its original life expectancy.*

A school board is responsible for managing its annual facility grant funds to enable any emergent health and safety expenditures to be addressed within a fiscal year.

Examples of ineligible use of annual facility grants include:

- building expansions resulting in increases to gross facility area or nominal capacity;*
- building acquisitions;*
- site acquisitions; or,*
- acquisition of equipment, furnishings, personal computers, servers, local area network connections, or vehicles and their accessories."*

The Ministry of Education requires that all of the AFG funding must be expended by March 31st of the provincial fiscal year. In addition, the Ministry previously directed school districts to move future major mechanical projects to the official Five Year Major Capital Plan.

4.0 POINTS FOR CONSIDERATION

The Operations Department has continued to update the five year plan based on the expectation that grant funding levels will remain consistent. Operations staff will ensure that the funds are utilized in a way to maximize the long-term benefit to the Central Okanagan School District.

This included, but was not limited to, review by:

- Operations maintenance staff and managers.
- Specific consultants (i.e. roofing, mechanical, electrical, etc.).
- Liaison with specialty groups such as Student Support Services and Information Services to discuss their unique District-wide needs.
- Comparison to the Ministry of Education Computerized Asset Management System (CAMS).

The Operations management team then met to view each line item, evaluating and setting priorities for each group. The entire plan was then reviewed with the Superintendent and the Secretary-Treasurer. The final plan is then reviewed by the Planning and Facilities Committee, and then forwarded to the Board of Education for final approval. Again this year, the requirement is to completely expend all funds by the March deadline.

5.0 OPTIONS FOR ACTION

1. Recommend that the Board of Education approve the plan as submitted, subject to receipt of an AFG funding announcement.
2. Ask staff to revise the plan to meet additional specific Committee-directed needs.

6.0 FOLLOW-UP/REVIEW

Upon Board of Education approval, Operations will assign projects to staff pending a future announcement of an Annual Facility Grant from the Ministry of Education. No major expenditures will be made until funds are secured. Should a reduced funding level be subsequently announced, we will prioritize the highest rated items from the projects supported by the Board, and provide the Planning and Facilities Committee with an updated list of projects as an Information Item at a subsequent meeting.

7.0 DIRECTOR'S COMMENTS

The plan is a guideline and must be regularly managed. Emergent critical needs (e.g. large mechanical failures) can cause funds to be redirected. As each item is further investigated, the scope of work can change, which may increase or decrease substantially the costs of a project. This can result in the delay of a particular project until a future year. This is definitely a five year plan that evolves and changes on a regular basis. Larger projects usually require a substantial amount of design before tendering, which often results in projects being phased for study and designed one year with tendering and completion the next year. Funding previously provided by the Provincial Government was not nearly sufficient enough to meet all the demands in the system.

8.0 STAFF RECOMMENDATION

THAT: The Planning and Facilities Committee recommends to the Board:

THAT: The Board of Education approve the Annual Facility Grant Plan for 2020/2021 through 2024/2025, as attached to the Agenda and presented at the February 5, 2020 Planning and Facilities Committee Meeting.

9.0 APPENDICES

Appendix A - February 5, 2020 draft of the Annual Facility Grant Plan, 5 year plan

Appendix B – February 5, 2020 draft of the annual Facility Grant Plan Descriptions, 2020/2021

Appendix C - February 5, 2020 graph of the Annual Facility Grant Plan, 2020/2021

Appendix D – Ten Year History of the Annual Facility Grant Funds.

APPENDIX A

AFG Planning 2020/21

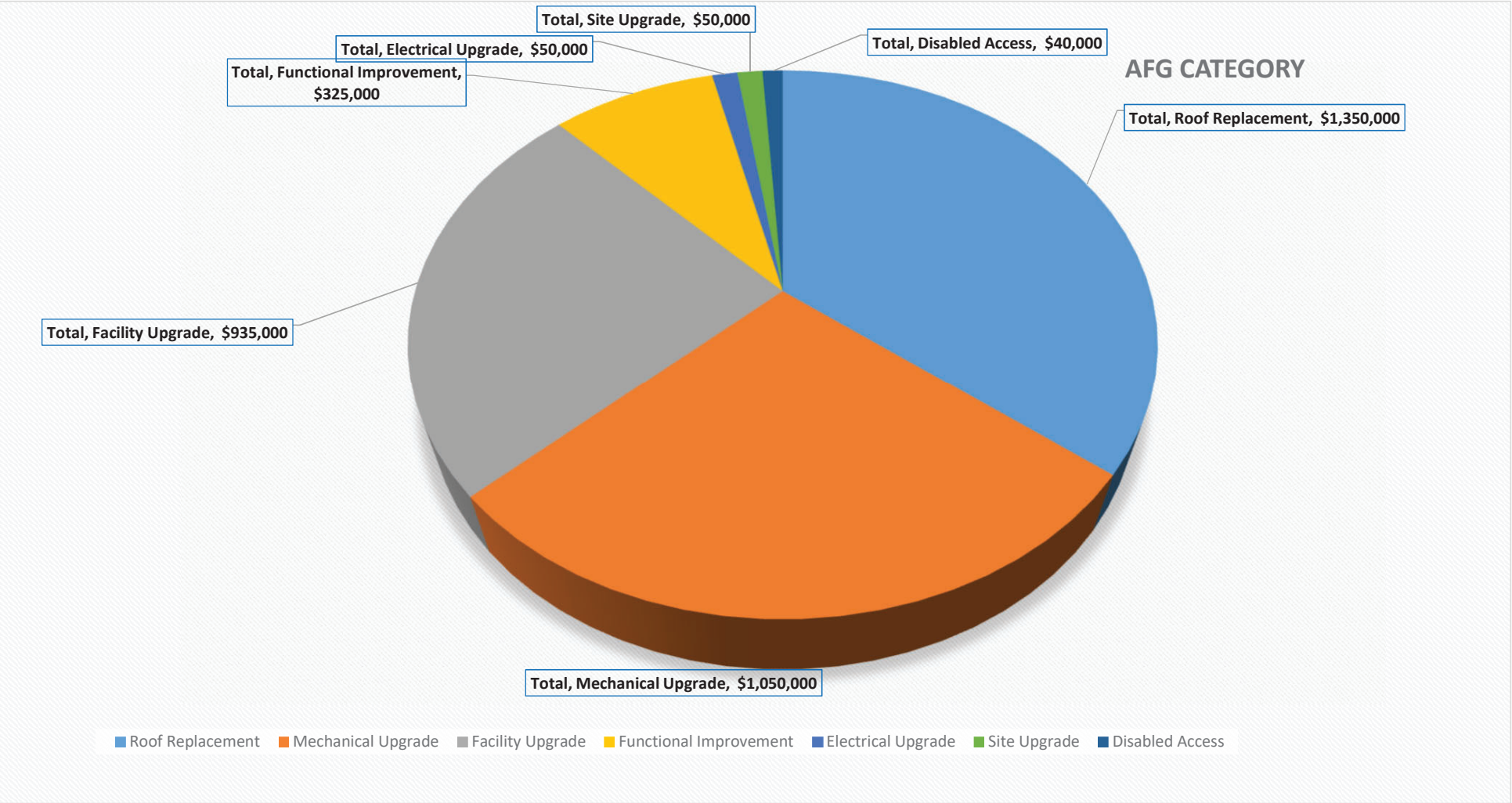
2020/2021 2020/21 Projects	2021/2022 2021/22 Projects	2022/2023 2022/23 Projects	2023/2024 2023/24 Projects	2024/2025 2024/25 Projects	
\$0	\$0	\$0	\$0	\$0	
\$3,800,000	\$17,750,475	\$400,000	\$11,072	\$0	
\$0	\$6,318,871	\$0	\$0	\$0	
\$0	\$0	\$771,694	\$187,538	\$0	
\$0	\$11,959,932	\$13,491,565	\$7,394,380	\$4,717,324	
\$3,800,000	\$36,029,278	\$14,663,259	\$7,592,990	\$4,717,324	\$68,802,851

CATEGORY	LOCATION	PROJECT DESCRIPTION	Estimate
Site Upgrade	Aspen Grove Fields	Sump pump not on on rails. Pump needs electrical to be relocated above ground. Presently, to lift out pump, electrician has to go into sump to disconnect pump.	\$50,000
Mechanical Upgrade	Dease Road Site	HVAC - Wood and Paint Shop HVAC unit at life expectancy. Suggested to split to two units for energy savings.	\$400,000
Facility Upgrade	Springvalley Middle	Washroom upgrade dividers/fixtures	\$215,000
Facility Upgrade	George Pringle Elementary	Flooring upgrade including corridors (check joist and subfloor condition).	\$70,000
Functional Improvement	George Pringle Elementary	Office renovation to increase security	\$300,000
Facility Upgrade	Hollywood Rd Educ Services	Link Corridor / renovations - Fire alarm & security upgrade	\$300,000
Roof Replacement	Hudson Road Elementary	Roofing Replacement section D	\$500,000
Facility Upgrade	Hudson Road Elementary	Convert Computer lab to Classroom as requested	\$50,000
Electrical Upgrade	Hudson Road Elementary	CNG Compressor Power Service	\$50,000
Mechanical Upgrade	K.L.O. Middle	HVAC Upgrade -Mutli-Zone Unit Replacement. Added controls to mechanical system.	\$650,000
Roof Replacement	Kelowna Secondary	Roofing Replacement section C, G, H	\$600,000
Functional Improvement	Mount Boucherie Secondary	Add 10 parking spots	\$25,000
Facility Upgrade	Mount Boucherie Secondary	Phase three - Washroom upgrade dividers/fixtures	\$200,000
Roof Replacement	Portable Classrooms	Portable Classroom re-roofing project	\$250,000
Disabled Access	SD23	H/C accessibility upgrades(to be finalized with Sudent Support Services)	\$40,000
Facility Upgrade	Belgo Elementary	Gym Floor Replacement	\$100,000

APPENDIX B

PROJECT DESCRIPTION

CATEGORY	LOCATION	PROJECT DESCRIPTION	Estimate
Site Upgrade	Aspen Grove Fields	Sump pump not on on rails. Pump needs electrical to be relocated above ground. Presently, to lift out pump, electrician has to go into sump to disconnect pump.	\$50,000
Mechanical Upgrade	Dease Road Site	HVAC - Wood and Paint Shop HVAC unit at life expectancy. Suggested to split to two units for energy savings.	\$400,000
Facility Upgrade	Springvalley Middle	Washroom upgrade dividers/fixtures	\$215,000
Facility Upgrade	George Pringle Elementary	Flooring upgrade including corridors (check joist and subfloor condition).	\$70,000
Functional Improvement	George Pringle Elementary	Office renovation to increase security	\$300,000
Facility Upgrade	Hollywood Rd Educ Services	Link Corridor / renovations - Fire alarm & security upgrade	\$300,000
Roof Replacement	Hudson Road Elementary	Roofing Replacement section D	\$500,000
Facility Upgrade	Hudson Road Elementary	Convert Computer lab to Classroom as requested	\$50,000
Electrical Upgrade	Hudson Road Elementary	CNG Compressor Power Service	\$50,000
Mechanical Upgrade	K.L.O. Middle	HVAC Upgrade -Mutli-Zone Unit Replacement. Added controls to mechanical system.	\$650,000
Roof Replacement	Kelowna Secondary	SBS Modified Bitumen Membrane, Renewal	\$600,000
Functional Improvement	Mount Boucherie Secondary	Add 10 parking spots	\$25,000
Facility Upgrade	Mount Boucherie Secondary	Phase three - Washroom upgrade dividers/fixtures	\$200,000
Roof Replacement	Portable Classrooms	Portable Classroom re-roofing project	\$250,000
Disabled Access	SD23	H/C accessibility upgrades(to be finalized with Sudent Support Services)	\$40,000
Facility Upgrade	Belgo Elementary	Gym Floor Replacement	\$100,000



Row Labels	Sum of Estimate
Roof Replacement	\$ 1,350,000
Mechanical Upgrade	\$ 1,050,000
Facility Upgrade	\$ 935,000
Functional Improvement	\$ 325,000
Electrical Upgrade	\$ 50,000
Site Upgrade	\$ 50,000
Disabled Access	\$ 40,000
Grand Total	\$ 3,800,000

AFG YEAR

2020/2021

2021/2022

2022/2023

2023/2024

REQUIREMENT PRIORITY

1- Immediate

0- Complete

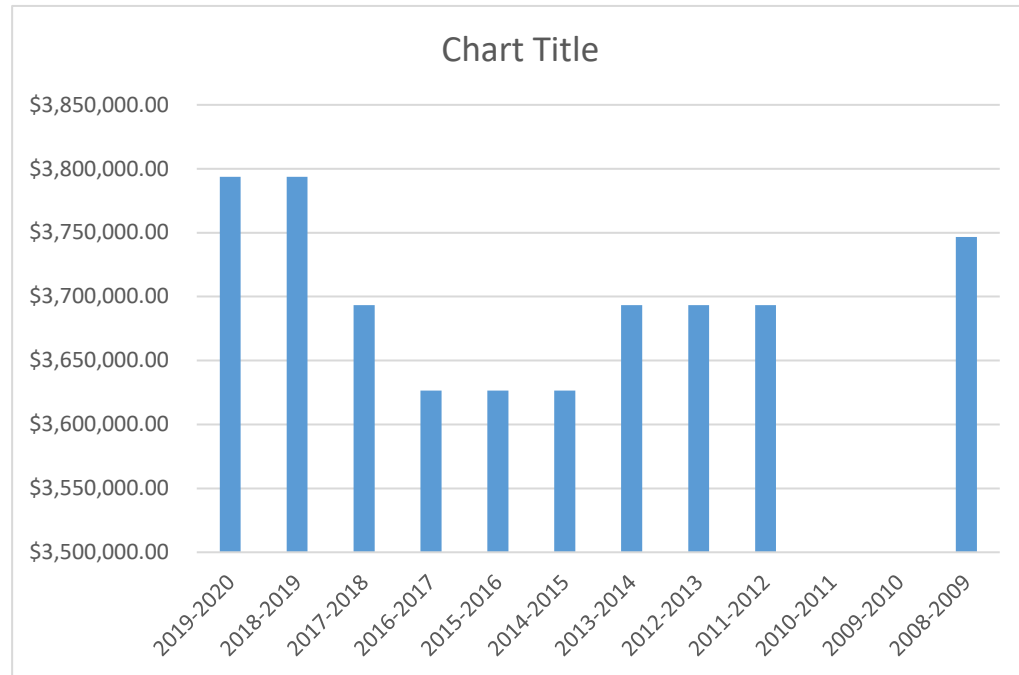
2- Short Term

3- Long Term

APPENDIX D

AFG ALLOCATIONS

YEAR	AMOUNT
2019-2020	\$3,793,643.00
2018-2019	\$3,793,643.00
2017-2018	\$3,693,367.00
2016-2017	\$3,626,516.00
2015-2016	\$3,626,517.00
2014-2015	\$3,626,516.00
2013-2014	\$3,693,368.00
2012-2013	\$3,693,368.00
2011-2012	\$3,693,368.00
2010-2011	
2009-2010	
2008-2009	\$3,746,623.00
2007-2008	\$3,746,623.00
2006-2007	\$3,614,000.00
2005-2006	\$3,588,494.00





Memorandum

Date: January 31, 2020
To: Planning and Facilities Committee
From: Ryan Stierman, Secretary-Treasurer/CFO

Information Item: Transportation Task Force Steering Committee Recommendations

1.0 RELEVANT BOARD MOTION/DIRECTION

Public Board Meeting – February 27, 2019

Main 19P-031 as Amended by Amendment 19P-034

THAT: The Board of Education strike a Transportation Task Force to review the District's transportation service and bring back recommendations by April 30, 2019 for implementation in the 2019-2020 school year;

AND THAT: The Transportation Task Force bring back all other recommendations by January 31, 2020 for implementation in the 2020-2021 school year.

Public Board Meeting – March 13, 2019

Main 19P-043

THAT: The Board of Education approve the Transportation Task Force Terms of Reference, as attached to the Agenda, and as presented at the March 13, 2019 Public Board Meeting.

2.0 BACKGROUND

Formed in the 2018-2019 school year in response to increasing community demands and unsustainable cost increases in Transportation, the Transportation Task Force Steering Committee was established by the Board of Education to make recommendations to create a sustainable transportation system that better meets the needs of the community.

As part of its work, the Transportation Task Force Steering Committee conducted a comprehensive community consultation that consisted of two surveys and five public consultation sessions. With over 3,500 responses and over 100 parents that attended the public sessions, the Committee was provided with a significant feedback to develop its recommendations.

All of the timelines, presentations and survey results for the Committee's work is published on the [Transportation Review Website](#).

The Steering Committee is recommending the changes as summarized in Appendix A:

- Increase of the Transportation Charge to \$450.00
- Changes to 425R – STUDENT FEES (Appendix B)
- New 470R – TRANSPORTATION SERVICES MANAGEMENT (Appendix C)

3.0 NEXT STEPS

Date	Action
February 5, 2020	Recommendations reviewed and recommended to the Board of Education as presented or amended by the Planning and Facilities Committee (Public Meeting 6:00 PM at School Board Office)
February 12, 2020	The Board of Education reviews and approves the recommendations of the Planning and Facilities Committee as presented or amended. (Public Meeting 6:00 PM at School Board Office)
February 13, 2020	Final decision and information package sent out to all parents
February 17, 2020	Registration opens for busing service

4.0 INFORMATION STATEMENT

Per the analysis below the proposed \$450 fee will:

- Provide funding for inflation (2% wage increase, higher insurance and fuel costs expected)
- Provide funding for the operating and potential capital costs for the expected 5 additional routes due to lower eligibility limits.

	Projected 30-Jun-19	Proposed 30-Jun-20
Riders	5,554	5,792
Unpaid	(773)	(773)
Subsidies	(673)	(873)
Net Fees Paid	4,108	4,146
Rate	\$ 225	\$ 450
Busing Fees	\$ 924,300	\$ 1,865,700
Busing Funding	\$ 600,000	\$ 600,000
Total Revenue	\$ 1,524,300	\$ 2,465,700
Total Operating Costs	\$ 4,684,429	\$ 5,128,118
Shortfall	\$ (3,160,129)	\$ (2,662,418)
Operating Funding Supplement	\$ 3,160,129	\$ 2,662,418
Funding per rider		
Fees	\$ 166.42	\$ 322.12
Funding	\$ 108.03	\$ 103.59
Operating Subsidy	\$ 568.98	\$ 459.67

5.0 SECRETARY-TREASURER/CFO'S COMMENTS

The Transportation Task Force Steering Committee has authentically listened to the feedback received from the community and believes the recommend changes to the transportation system will better meet the needs of the community and allow for a more sustainable transportation system.

6.0 STEERING COMMITTEE'S RECOMMENDATIONS:

THAT: The Planning and Facilities Committee recommends to the Board:

THAT: The Board of Education set the transportation fee to \$450/year for each bus rider for the period effective July 1, 2020 to June 30, 2021.

THAT: The Board of Education approves the amendments to Regulation 425R – Student Fees (Regulations), as attached to the Agenda and presented at the February 5, 2020 Planning and Facilities Committee Meeting.

THAT: The Board of Education approves the rewrite to Regulation 470R – Transportation Services Management (Regulation) Guiding Principles for Transportation in Central Okanagan Public Schools, as attached to the Agenda and presented at the February 5, 2020 Planning and Facilities Committee Meeting.

7.0 APPENDICES

- A. Summary of Significant Recommendations
- B. Amended 425R – Student Fees (Regulations)
- C. Rewritten 470R – Transportation Services Management (Regulation) Guiding Principles for Transportation in Central Okanagan Public Schools
- D. Current 470R – Transportation Services Management (Regulation) Guiding Principles for Transportation in Central Okanagan Public Schools



TRANSPORTATION RECOMMENDATIONS

<u>WHAT WE'VE HEARD</u>	<u>OUR RESPONSE</u>
Parents need to be notified of their seat status earlier so they can make arrangements.	<ul style="list-style-type: none">• Deadline of May 31 to register for busing.• Any eligible applications after May 31 will be provided a seat if there are seats available.• Any applications made by the deadline will be informed of their status by July 31.
Eligibility distances need to be reviewed to reflect the age of students and challenges with topography.	<ul style="list-style-type: none">• Eligibility limits lowered for elementary (3.0 km) and middle school students (3.6 km).• More stops established in areas with challenging topography than flat areas to reflect more difficult walking conditions.• Limit remains at 4.8 kms for secondary school students.
Courtesy seat assignment should be prioritized based on distance and age.	<ul style="list-style-type: none">• Courtesy seats are those seats not required for eligible riders.• Courtesy seats are first allocated to elementary school and middle school students.• Distance continues being the main determining factor.• Other criteria such as grade and timestamp have been added when distance is the same.
Public transit is a viable option for secondary school students, if there is adequate service available.	<ul style="list-style-type: none">• No areas will be defined as having adequate service for the 2020/21 school year.• The District will work with BC Transit and if an area has sufficient public transit service to support secondary school transportation, the District will redirect resources to support other areas.• District staff will continue to collaborate with BC transit to create better transit opportunities for secondary students.
Fees should increase to cover a greater share of costs and/or increase service	<ul style="list-style-type: none">• Fees are recommended to increase to \$450 per year.• This amount matches the amount charged for youth to ride transit for 10 months. All students that require busing will pay the same amount.• This amount will generate between \$900,000 and \$1,000,000 to cover the anticipated costs to implement the new eligibility limits in the first year and to reduce the operating subsidy in future years.• This amount increases the family's portion of transportation costs to 48%.
A family's situation should be considered when setting policy on fees.	<ul style="list-style-type: none">• Continue to provide multiple student discounts of 50% for the 3rd and 4th child and no charge for the 5th and additional children in a family.• Allow for payment plans for the transportation charge through the District's fee system.• Allow parents to apply for a fee subsidy under low income thresholds.
Busing for schools and programs of choice should remain status quo.	<ul style="list-style-type: none">• No changes are being proposed to busing for schools or programs of choice.• Busing will continue to be provided if the program is at the student's English catchment school.



Policies And Procedures

Section Four: Students*“Together We Learn”***425R – STUDENT FEES**

Schools may assess and collect the goods and services fees, distinct schools, unique programs and specialty academy fees, rentals, deposits, and charges described below, providing that the ability to pay is not a prerequisite to taking an educational program and that the charge is not for an activity that directly relates to achieving the prescribed learning outcomes of a course or program except where permitted by legislation. All goods, services, distinct schools, unique programs and specialty academy fees and supplies referred to in these Regulations shall be optional to students. The financial hardship Policy (section 8) applies to all student fees.

The Board may assess and collect a Student Transportation Charge for students requesting access to the District transportation system.

Interpretation

For the purpose of these Regulations:

Goods and Services

Include but are not limited to:

- Materials and equipment of a nature, or of a quality or quantity, beyond that which is necessary to meet the required outcomes or assessment requirements of an educational program,
- Paper, writing tools, calculators other than graphical calculators, student planners, exercise books, computer storage media and other school supplies and equipment for a student's individual use,
- The provision of a musical instrument for a student's individual use, and
- The payment of expenses in respect of field trips or special events including expenses for transportation, accommodation, meals, entrance fees and equipment rentals.
- Student bus passes or replacement bus passes.

Student Transportation Charge

Representing a portion of the cost to transport the student to and from school as per Policy 470.

Supplies

Items which are purchased and used personally by the student; (examples: school supplies available through the bulk purchase plan, gym strip, exercise books, binders, loose-leaf refills, blank computer diskettes, home economics and technology education projects)



Section Four: Students

“Together We Learn”

*Educational Resource
Materials*

Information, represented or stored in a variety of media and formats, that is used for instruction in an educational program and materials and equipment necessary to meet the learning outcomes or assessment requirements of an educational program provided by the Board of Education.

Musical Instruments

School District owned musical instruments used in the curricular and extracurricular school-based music programs.

Merchandise

Merchandise of a non-educational nature available through the schools for the benefit of its students (examples: personal foods and beverages, T-shirts and book fairs).

Activities

Optional activities of a non-educational or supplemental nature that are made available through the schools for the benefit of students (example: co-curricular programs).

Distinct School

A school that provides a curriculum with a specific school-wide educational focus (e.g. traditional or fine arts), or creates a unique school identity (e.g. mandatory uniforms).

Unique Program

A program that fulfills a recognized educational need separate from existing programs and services, but within the parameters of provincially prescribed and/or Board authorized curriculum, and provides educational options for students, parents and staff (e.g. International Baccalaureate, Advanced Placement or Elementary/Middle School Okanagan Language).

Specialty Academy

An educational program that emphasizes a particular sport, activity or subject area, and meets the prescribed criteria set out in the regulations (BC Ministry of Education Specialty Academy Criteria Regulation 219/08 dated October 15, 2009).

1. Goods and Services and Supplies

The Superintendent of Schools may approve the charging of specific fees and levies to students for goods and services and supplies not normally provided free-of-charge by the district's schools.

2. Student Transportation Charge

The Board may approve the charging of a portion of the cost to transport the student to and from school as per Policy 470.



Section Four: Students

“Together We Learn”

3. Educational Resource Materials

Secondary and middle schools may require a deposit (caution fee) for equipment or materials on the following basis:

- 3.1 individual fee
- 3.2 family fee

Upon the return of such equipment or materials in working order and good condition, all of the deposit shall be refunded to the student.

4. Activity Charges

Schools may collect an activity charge (student council/supplemental field trips/extra-curricular activities/cultural performance) providing the charge for the activity or resources does not relate directly to a prescribed outcome. Also, alternative activity must be provided to non-participating students. Activity charges should be on a cost-recovery basis or, where common among schools, shall be applied consistently and shall reflect reasonable cost recovery.

5. Approval and Publication

- 5.1 Applications for the charging of goods and services fees activity charges, and the requiring of deposits referred to in subsections 1 to 3 above, shall be submitted to the Superintendent of Schools or his designate for approval.
- 5.2 Upon receiving approval of the applicable goods and services fees, student transportation charge, charges, and deposits, each school shall publish a schedule of such fees, charges and deposits, and shall make the schedule available to students and children registered under Section 13 of the School Act, and to the parents of those students before the beginning of the school year.

6. Merchandise and Activities

6.1 Merchandise:

Schools will be free to sell a wide range of merchandise beyond the Goods and Services and supplies, a general list of such known merchandise must be approved by the principal and filed with the office of the Superintendent of Schools or his designate for information purposes.

6.2 Band instruments:

Schools may charge a nominal fee (below market rate) for the rental of School District owned band instruments. The rental fee will be established by the school principal.

6.3 Activities:

Although schools will be free to undertake a number of activities beyond those required in the educational program, a list of such known activities with estimated



Section Four: Students

“Together We Learn”

charges is to be approved by the principal and filed with the office of the Superintendent of Schools or his designate for information purposes.

6.4 **Specialty Academy Fees:**

A school may charge a fee for an authorized academy to recover supplementary instruction and resource costs (e.g. professional coaches, facility rentals) provided that Academy and associated fees are approved by the school's School Planning Council on a yearly basis. Authorized Secondary School Apprenticeship specialty academies and Dual Credit Program specialty academies may charge for tools, equipment and materials directly related to the academy.

7. **Accounting**

All monies collected and distributed by a school are public funds and are subject to an audit by the office of the Secretary-Treasurer.

7.1 Proper accounting procedures shall be maintained at each school.

7.2 The principal shall be responsible for authorizing all expenditures.

7.3 Separate accounts shall be maintained for each approved specialty academy.

8. **Financial Hardship**

8.1 Principals shall annually notify parents through newsletters, notices to parents, and at the time of registration, that a student will not be excluded from any educational program due to financial hardship.

8.2 Principals shall facilitate participation in courses by fully or partially waiving the schedule for payment of goods, services, supplies, project fees, distinct schools, unique programs, specialty academies and charges for students unable to pay because of financial hardship. Where fees are fully or partially waived, the principal may explore with the student options to recover the fees through school-sponsored fundraising, other school funds or community sources. Parents of other participating students are not expected to fund financial hardship.

8.3 Principals shall facilitate exemption requests for the student transportation charge by meeting with the parents seeking the exemption and completing the student transportation fee Subsidy Request form. The form must be submitted confidentially to the Secretary-Treasurer for final approval.

8.4 Parents may also submit exemption requests directly to the Secretary-Treasurer should they qualify under income thresholds.



Section Four: Students

"Together We Learn"

- 8.5 Principals are directed to establish a procedure in each school which will allow for the private and confidential consideration of financial circumstances of individual students and families. Such procedures will preserve the dignity of families who may be unable to pay.

AMENDMENT



Policies And Procedures

Section Four: Students

“Together We Learn”

**470R – TRANSPORTATION SERVICES MANAGEMENT
(REGULATIONS)**

**GUIDING PRINCIPLES for TRANSPORTATION
in Central Okanagan Public Schools**

Registration

- 1) A student must be registered and have a seat assigned in order to ride the school bus. Registration will be available online year-round.
- 2) Priority registration shall be open in the spring and until May 31 for the upcoming school year. Applications made after May 31 for students deemed to be eligible riders shall be accommodated if there is a seat available.

Eligible Riders

- 3) An Elementary school student will be considered eligible for transportation if their home address is at least 3.0 km from the school or schools designated for the catchment area (measured as actual driving distance).
- 4) A Middle school student will be considered eligible for transportation if their home address is at least 3.6 km from the school or schools designated for the catchment area (measured as actual driving distance).
- 5) A Secondary school student will be considered eligible for transportation if their home address is at least 4.8 km from the school or schools designated for the catchment area (measured as actual driving distance) and the student does not live in a neighborhood deemed to have adequate transit service.
- 6) If a student meets the criterion for eligibility distance after being placed by the District at a school other than their catchment area school(s), the student will be given the same consideration and priority as other eligible students. These students will only be designated as “redirected” students by the appropriate Assistant Superintendent.
- 7) Special Education students identified by the Student Support Services Department as requiring a specially equipped bus will be considered as eligible students.



Section Four: Students

“Together We Learn”

Courtesy Riders

- 8) Courtesy seats shall not be provided to students who reside less than 2.0 km from their catchment school.
- 9) Seats that are not required for eligible students on school bus routes will be made available to Elementary and Middle school students as courtesy riders based on the following criteria on a route by route basis:
 - a) Furthest home to school distance
 - b) If distance is the same, grade level
 - c) If distance and grade level are the same, application date and timestamp
- 10) Seats that are not required for eligible students and Elementary and Middle School courtesy riders on school bus routes will be made available to secondary students who reside in a neighborhood not deemed to have adequate transit service as courtesy riders based on the furthest home to school distance. If distance is the same, application date and timestamp will be used.
- 11) In the case of a student residing with parents or caregivers in more than one home, one address will be accepted for eligibility purposes. However, where possible, consideration will be given to an alternate stop on the same route or a courtesy seat on another route within the same catchment, if a parent submits an application and provided there are no remaining courtesy applications on that route. A transportation charge will be assessed for each route assigned.
- 12) Transportation will not be provided to a school or program of choice outside a student's English catchment area unless approved by the Board (e.g. French Immersion or locally developed courses).

Conduct

- 13) Students must abide by their school's Code of Conduct expected of all riders.

Routes

- 14) School bus routes are established on the basis of safety and efficiency of service for students who meet the criteria for eligibility.
- 15) Route changes must be approved by the Director of Operations or delegate.



Section Four: Students

“Together We Learn”

- 16) A minimum of fourteen (14) eligible students is required for the establishment of a bus route.
- 17) Where possible, routes will be designed to minimize the time students spend on a bus with an upper limit of 60 minutes as a guideline.
- 18) Where reasonable, a bus driver will be assigned to the morning and afternoon routes for a given run.

Fees and Payments

- 19) Eligible riders and courtesy riders registered on bus routes must pay the student transportation charge; however, Board Policy 425 – Student Fees and 425R – Student Fees (Regulations) is in place for those families who are experiencing financial hardship and are unable to pay the transportation charge.
- 20) Families with more than two children assigned to a bus will receive a 50% subsidy of the Student Transportation Charge for the third and fourth child assigned to a bus and a 100% subsidy of the Student Transportation Charge for the fifth and any additional children who are assigned on a bus.
- 21) The student transportation charge is to be paid or payment arrangements setup in the District's fee system and all past due school and transportation fees must be paid prior to a student being provided a bus pass.
- 22) Failure to pay the transportation charge or follow payment arrangements may result in the removal of service.
- 23) If an eligible rider or courtesy rider discontinues using the transportation service prior to March 31 of any year, a prorated refund will be issued upon request and once the bus pass is surrendered to the School District. The refund will only cover the months after the month in which the pass is surrendered. No refunds will be issued after March 31.
- 24) The student transportation charge will be communicated each year in accordance with Policy 425 – Student Fees
- 25) Students will not ride the bus unless they have received a valid bus pass.
- 26) Additional Service Routes – If approved by the Board, parent requested routes will be charged the actual cost of the route. Approval by the Board is required on an annual basis.



Section Four: Students

“Together We Learn”

Transportation Assistance Payments

- 27) If there are less than fourteen (14) eligible students for a bus route, the individual providing transportation of the student(s) to the catchment school may be eligible for transportation assistance payment based on mileage from the home address to the school.
- 28) Transportation assistance payments described in the above guideline are calculated at the rate of 60% of the rate paid to staff for personal use of vehicles for Board business, based in one round trip per day, for the days on which the student(s) attend(s) school. To a maximum of \$625 per year, per family. This annual maximum transportation assistance rate will be adjusted as the five (5) year average cost/student changes.
- 29) If a family has more than one student attending a given school, only one transportation assistance payment will be made.
- 30) If transportation or a transportation assistance payment is provided on behalf of a student on the wait list for their catchment area school and the invitation to return mid-year is declined in favour of a September entry, school bus transportation or the transportation assistance payment will be continued for the balance of the current school year. However, if the student remains at this school in the following year the student transportation charge will apply or transportation assistance payments will be discontinued.

Date Agreed: November 12, 2008

Date Amended: May 27, 2009, May 12, 2010, November 13, 2013;

October 14, 2015; February 22, 2017; June 12, 2019

Related Documents:

470R – Transportation Services Management

Page 4 of 4



Section Four: Students

“Together We Learn”

470R – TRANSPORTATION SERVICES MANAGEMENT (REGULATIONS)

GUIDING PRINCIPLES for TRANSPORTATION in Central Okanagan Public Schools

Rider Eligibility

- 1) A student must be registered as an eligible or courtesy rider in order to ride the school bus. Registration will be available online year round.
- 2) A student will be considered eligible for subsidized transportation if his or her home address is at least 4.0 km (Elementary) or at least 4.8 km (Middle/Secondary) from the school or schools designated for the catchment area (measured as actual shortest driving or walking distance).
- 3) If a student meets the criterion for home-school distance after being placed by the District at a school other than his or her catchment area school(s), the student will be given the same consideration as other eligible students. These students will only be designated as “capped” students by the appropriate Assistant Superintendent.
- 4) Seats that are not required for eligible students on school bus routes will be made available to courtesy riders based on the criterion of furthest home to school distance. Courtesy ridership is subject to cancellation at any time, with a one-week notice, based on the receipt of an application for the transportation for a newly identified eligible student living within the catchment area.
- 5) In the case of a student residing with parents or caregivers in more than one home, one address will be accepted for eligibility purposes. However, where possible, consideration will be given to an alternate stop on the same route or a courtesy seat on another route within the same catchment if a parent submits an application.
- 6) In situations in which a student in Kindergarten through Gr. 3 qualifies as an eligible or courtesy rider and an older sibling travelling to the same school does not, the older sibling will be given courtesy riding privileges on the same bus if space permits.
- 7) In the event that students with courtesy riding privileges have to be displaced due to the registration of eligible students living further from the school, the first criterion for priority will be distance from the school and the second criterion will be the accommodation of an older sibling travelling with a younger student. Ties will be broken in favour of the youngest student.
- 8) Transportation will not be provided to a school elective program outside a student’s catchment area (e.g. French Immersion or locally developed courses).



Section Four: Students

“Together We Learn”

Conduct

- 9) Students must abide by their school’s Code of Conduct expected of all riders.

Routes

- 10) School bus routes are established on the basis of safety and efficiency of service for students who meet the criteria for eligibility.
- 11) Route changes must be approved by the Director of Operations or delegate.
- 12) A minimum of fourteen (14) eligible students is required for the establishment of a bus route.
- 13) Where possible, routes will be designed to minimize the time students spend on a bus with an upper limit of 40 minutes as a guideline.
- 14) Where reasonable, a bus driver will be assigned to the morning and afternoon routes for a given run.
- 15) Where reasonable, bus stops at sites other than school sites will have 15 or fewer students.
- 16) Where reasonable, routes will be planned so that students are able to travel without having to transfer from one bus to another in a single direction.

Fees and Payments

- 17) Eligible riders and courtesy riders registered on bus routes must pay the student transportation charge; however, Board Policy 425 – Student Fees and 425R – Student Fees (Regulations) is in place for those families who are experiencing financial hardship and are unable to pay the transportation charge.
- 18) Special Education students identified by the Student Support Services Department as requiring a specially equipped bus will be considered as eligible students.
- 19) Families with more than two children assigned to a bus will receive a 50% subsidy of the Student Transportation Charge for the third and fourth child assigned to a bus and a 100% subsidy of the Student Transportation Charge for the fifth and any additional children that are assigned on a bus.
- 20) Once the Board has established a student transportation charge for a year of service, a minimum 50% of the charge must be paid by June 30th of the year prior to the year of service, and the charge must be fully paid by October 15th of the year of service.
- 21) If there are less than fourteen (14) eligible students for a bus route, the individual providing transportation of the student(s) to the catchment school may be eligible for transportation assistance payment based on mileage from the home address to the school.

- 22) Transportation assistance payments described in the above guideline are calculated at the rate of 60% of the rate paid to staff for personal use of vehicles for Board business to a maximum of 100 kilometres per day, based in one round trip per day, for the days on which the student(s) attend(s) school. To a maximum of \$625 per year, per family. This annual maximum transportation assistance rate will be adjusted as the five (5) year average cost/student changes.
- 23) If a family has more than one student attending a given school, only one transportation assistance payment will be made.
- 24) If transportation or a transportation assistance payment is provided on behalf of a student on the wait list for his or her catchment area school and the invitation to return mid-year is declined in favour of a September entry, school bus transportation or the transportation assistance payment will be continued for the balance of the current school year. However, if the student remains at this school in the following year the student transportation charge will apply or transportation assistance payments will be discontinued.
- 25) Students must be registered and assigned to a route by the Transportation Department before the student transportation charge will be accepted.
- 26) The student transportation charge is to be paid before the bus pass will be issued.
- 27) Students added to a route midyear will be required to pay for the current and remaining months before the pass will be issued.
- 28) A current identified eligible student who does not register by the established new year registration date and has not submitted the student transportation charge by the cut-off date will not be eligible to 'bump' a courtesy rider. Upon registration such a student will be placed at the top of the waiting list for the next available seat.
- 29) If a courtesy rider is 'bumped' by a newly identified eligible rider, the courtesy rider will receive a refund pro-rated from the last day of service.
- 30) If an eligible rider or courtesy rider discontinues using the transportation service prior to March 31 of any year, a prorated refund will be issued upon request and once the bus pass is surrendered to the School District. The refund will only cover the months after the month in which the pass is surrendered. No refunds will be issued after March 31.
- 31) The student transportation charge and lost and damaged bus pass charge will be communicated each year in accordance with Policy 425 – Student Fees
- 32) Students will not ride the bus unless they have been registered, have paid the student transportation charge and have received a valid bus pass.
- 33) Additional Service Routes - parent requested routes will be charged the minimum of the student transportation charge or actual cost if higher than the student transportation charge.

Date Agreed: November 12, 2008

Date Amended: May 27, 2009, May 12, 2010, November 13, 2013;

October 14, 2015; February 22, 2017; June 12, 2019

Related Documents:

470R – Transportation Services Management

Page 3 of 3



Memorandum

Date: January 31, 2020
To: Planning and Facilities Committee
From: Mitch Van Aller, Director of Operations

Information Item: FortisBC's New Construction Performance Program and Efficient Boiler Program

1.0 RELEVANT BOARD MOTION/DIRECTION

Policy 660 – Environmental Sustainability (Appendix A).

2.0 BACKGROUND

FortisBC provides incentives for school buildings that are aiming to achieving whole-building energy performance that exceed BC Building Code (BCBC) requirements. Consistent with the BC Energy Step Code, the program establishes a target level of energy performance, as measured by the building's total energy use intensity (TEUI) and offers incentives based on achieved energy performance levels, based on an energy model study. Central Okanagan Public Schools' new school project - Canyon Falls Middle School (CMS) was not subject to the BC Energy Step Code; however, CMS was eligible for FortisBC incentives. The District retrofitted three schools with energy efficient boilers (Anne McClymont Elementary School, Davidson Road Elementary School and South Kelowna Elementary School) which were also eligible for FortisBC incentives.

3.0 INFORMATION STATEMENT

Performance incentives encourage the construction and renovations of school buildings that achieve higher energy performance beyond the minimum levels required by the BC Building Code. The Central Okanagan Public Schools design team created the pathway to achieve the District's energy efficiency goals for the CMS project. As a result, reduce energy use and greenhouse gas emissions, save money and increase occupant comfort. The District received \$241,871 from FortisBC's New Construction Performance Incentive Program and \$37,000 for FortisBC's Efficient Boiler Program.

4.0 DIRECTOR'S COMMENTS

The Operations Department understands that standard energy-efficiency measures are not always sufficient for the complex and specialized requirements of new school buildings. Staff encourage our Design Team to develop creative, energy-efficient solutions tailored to the design of new school facilities.

5.0 NEXT STEPS

Staff will continue to explore new technologies and work with partner groups for future incentives.

6.0 APPENDICES

- A. Policy 660 – Environmental Sustainability
- B. Participant Guide, Commercial New Construction Performance Program



“Together We Learn”

School District No. 23 (Central Okanagan)
Policies And Procedures

Section Six: School District Facilities

660 – ENVIRONMENTAL SUSTAINABILITY

Introduction

Definition:

Sustainability: meeting the needs of the present without compromising the ability of future generations to meet their own needs.

The Board of Education:

- is committed to providing leadership in improving and protecting the quality of the natural environment;
- is committed to environmental sustainability in all areas of operation and will follow appropriate standards for managing sustainability throughout the district;
- expects that environmental impact will be considered carefully in decision-making and that concern for the quality of the natural environment will be reflected in the daily activities and decision-making process;
- believes that all staff, students and the public have a significant impact upon the environment, and expects all to be cognizant of their environmental impact and contribute to environmental sustainability;
- encourages and supports the integration of environmental education into the curriculum; and
- recognizes the global ecological imperative that we act locally and approach our daily functioning as an educational institution in an environmentally focused and sustainable manner, while seeking continuous improvement.

Guiding Principles:

1. To integrate environmentally sustainable considerations, which are fiscally responsible, into all our business decisions.
2. To ensure staff, students, and parents are fully aware of our policy, regulations, actions and results.
3. To ensure suppliers and clients are aware of our policy and demonstrate sound sustainable environmental management practices when providing services to our district.
4. To review, report and continually strive to improve our environmental sustainability performance.

Date Agreed: February 10, 2010
Date Amended: November 26, 2014
Related Document:

660 - Environmental Sustainability
Page 1 of 1

Participant guide

Commercial New Construction Performance Program

April 2019



Contents

Partners in energy efficiency3

When saving energy requires a customized approach4

Is this program right for you?5

Performance incentives to encourage high-performance buildings6

Program phases.....10

Frequently asked questions12

Contact us13

Partners in energy efficiency

FortisBC delivers the energy British Columbians need while constantly seeking better, more efficient ways of using this energy. For commercial customers, we offer incentive programs that encourage you to explore and implement energy-efficiency projects using natural gas and electricity.

We understand that standard energy-efficiency measures are not always sufficient for the complex and specialized requirements of commercial buildings. The Commercial New Construction Performance Program addresses this by encouraging you to develop creative, energy-efficient solutions tailored to the design of your new building or facility.

This guide provides an overview of the program, including details about the incentives, as well as the type of projects most suited for the program.

Step-by-step instructions on how the program works are also provided, along with answers to frequently asked questions.

FortisBC service areas



When saving energy requires a customized approach

The Commercial New Construction Performance Program encourages the construction of high-performance, energy-efficient buildings in British Columbia to help you reduce energy use and greenhouse gas emissions, save money, increase occupant comfort and lessen the impact on the environment.

The program provides financial incentives for exceeding minimum energy performance levels required by the British Columbia Building Code (BCBC). Consistent with the [BC Energy Step Code](#), the program establishes a target level of energy performance, as measured by the building's total energy use intensity (TEUI), and leaves it to you and the design and building team to decide on how to achieve it, using energy conservation measures (ECMs) customized to the design of your new building.

Participants must use energy modelling software to demonstrate that their design meets the targeted level of energy performance, and may use any materials or construction methods to do so. If your project is located in an area that hasn't yet adopted Step Code requirements, your building may still be eligible for incentives by targeting a percentage improvement over the BCBC.

Take a direct role in reducing energy use and greenhouse gas emissions.
Improve the performance of your new building.
Save money on operating costs.

To participate in the program, you must hire a consultant to perform a detailed energy model study to identify building features or ECMs that will reduce natural gas and/or electricity consumption within your new building. These features and measures may include:

- eliminating unnecessary energy use by shutting off idling or unneeded equipment through control systems
- implementing passive design strategies
- reducing the rate of energy consumption in low occupancy periods
- using more efficient lighting, equipment and mechanical systems
- air tightness and high-efficiency heat recovery ventilation and energy recovery
- improving building envelope performance

Although this is not a complete list of the potential ECMs that can be included, it's easy to see how these types of measures can deliver energy and cost savings throughout a building's lifecycle.

This program may be modified or cancelled by FortisBC at any time. Visit fortisbc.com/newconstructionfunding for up-to-date information and full terms and conditions.

Is this program right for you?

We offer two different program types to encourage high-performance commercial new construction:

- The Commercial New Construction Performance Program provides performance incentives for larger, more complex Part 3 buildings looking to achieve higher whole-building performance over the BCBC.
- Commercial product rebate programs provide fixed incentives for high-efficiency natural gas and electrical equipment for buildings not pursuing a whole-building approach to building design.

To help determine if our Commercial New Construction Performance Program is right for you, consider the following:

- ☐ Is your project one of the following [Part 3 buildings](#):
 - commercial
 - institutional
 - multi-unit residential
 - light industrial (excludes buildings where manufacturing or industrial process occur)
- ☐ Will the building receive natural gas from FortisBC and/or receive electricity from FortisBC, the District of Summerland, City of Grand Forks, City of Penticton or Nelson Hydro?
- ☐ Are you still in the pre-design or design process (i.e. have not begun construction)?
- ☐ Are you planning to design a building that performs higher than the BCBC?
- ☐ Are you planning on implementing one or more of the following energy-efficient technologies:
 - high-performance building envelope
 - heat recovery systems
 - on-demand ventilation
 - advanced building controls
- ☐ Are you planning on, or considering completing, a building energy model study to evaluate how your proposed building will perform?

If you checked off each question, this program may be right for you.

If **NOT**, you may want to consider the various product rebates we offer. Buildings that will receive natural gas from FortisBC may qualify for rebates for installing high-efficiency boilers, water heaters, kitchen equipment and more. In addition, buildings that will receive electricity from FortisBC, the District of Summerland, City of Grand Forks, City of Penticton or Nelson Hydro may qualify for incentives for installing LED lighting, heat pumps, variable speed drives, high-efficiency refrigeration and more.

For more information, contact your [key account manager, energy solutions manager or technical advisor](#).

Performance incentives to encourage high-performance buildings

Improve energy efficiency. Optimize overall performance. Achieve cost savings.

This program provides financial incentives to cover a portion of the incremental cost to build a higher performing building, compared to a building that simply meets the minimum code requirement of the BCBC. The incentives are based on a dollar per square foot (\$/sq. ft.) basis. The higher performing the building, the higher the incentive.

- For buildings that receive natural gas from FortisBC and electricity from BC Hydro or the City of New Westminster, you're eligible for the applicable square footage (\$/sq. ft.) incentive prorated by the amount of the TEUI supplied by natural gas.
- For buildings that will receive natural gas from FortisBC and electricity from either FortisBC, the District of Summerland, City of Grand Forks, City of Penticton or Nelson Hydro, you're eligible for a maximum (\$/sq. ft.) incentive as the TEUI supplied by FortisBC is 100 per cent.
- For buildings that receive electricity from FortisBC, the District of Summerland, City of Grand Forks, City of Penticton or Nelson Hydro, but don't receive natural gas from FortisBC, you're eligible for the applicable square footage (\$/sq. ft.) incentive prorated by the amount of the TEUI supplied by electricity.

Path 1: For the following building types, incentives are based on the BC Energy Step Code.

Building type	BC Energy Step Code performance target	Incentive factor	Maximum incentive
Multi-unit residential (MURB), hotels and motels	Step 2	\$0.70 /sq. ft. x indoor floor area (sq. ft.) x % TEUI supplied by FortisBC	\$500,000 per year
	Step 3	\$1.40 /sq. ft. x sq. ft. x % TEUI supplied by FortisBC	
	Step 4 and higher	\$2.10 /sq. ft. x sq. ft. x % TEUI supplied by FortisBC	
Office and retail	Step 2	\$1.80 /sq. ft. x sq. ft. x % TEUI supplied by FortisBC	
	Step 3 and higher	\$3.40 /sq. ft. x sq. ft. x % TEUI supplied by FortisBC	

Mixed-use buildings must be energy modelled to produce a single TEUI and thermal energy demand intensity (TEDI) for the building. The TEUI and TEDI should be compared with the whole-building targets by area weighting using the highest of the following TEDI and TEUI target Step Code combinations that the building meets. Combined Step Codes for a mixed-use building can receive incentives as described in this table:

Building type	BC Energy Step Code performance target		Incentive factor	Maximum incentive
	MURB, hotel or motel (Space A)	Office and retail (Space B)		
Mixed use	2	2	(\$0.70 /sq. ft. x indoor floor area of Space A (sq. ft.) + \$1.80 /sq. ft. of Space B (sq. ft.)) x % TEUI supplied by FortisBC	\$500,000 per year
	3	2	(\$1.40 /sq. ft. x Space A sq. ft. + \$1.80 /sq. ft. x Space B sq. ft.) x % TEUI supplied by FortisBC	
	4	3	(\$2.10 /sq. ft. x Space A sq. ft. + \$3.40 /sq. ft. x Space B sq. ft.) x % TEUI supplied by FortisBC	

Path 2: For commercial building types not subject to the BC Energy Step Code, the following incentives are available:

Building type	Performance target % better than BC Building Code	Incentive factor	Maximum incentive
Multi-unit residential outside Climate Zone 6 and higher	10-20%	\$0.70 /sq. ft. x indoor floor area (sq. ft.) x % TEUI supplied by FortisBC	\$500,000 per year
	21-40%	\$1.40 /sq. ft. x sq. ft. x % TEUI supplied by FortisBC	
	>40%	\$2.10 /sq. ft. x sq. ft. x % TEUI supplied by FortisBC	
Office and retail outside Climate Zone 6 and higher	10-20%	\$1.80 /sq. ft. x sq. ft. x % TEUI supplied by FortisBC	
	21-30%	\$2.20 /sq. ft. x sq. ft. x % TEUI supplied by FortisBC	
	>30%	\$3.40 /sq. ft. x sq. ft. x % TEUI supplied by FortisBC	
Other building types not subject to BC Energy Step Code (e.g. hospitals, schools, churches, institutional)	10-20%	\$1.80 /sq. ft. x sq. ft. x % TEUI supplied by FortisBC	
	21-30%	\$2.20 /sq. ft. x sq. ft. x % TEUI supplied by FortisBC	
	>30%	\$3.40 /sq. ft. x sq. ft. x % TEUI supplied by FortisBC	

How incentives are calculated

Incentive = indoor floor area (sq. ft.) x maximum incentive (\$/sq. ft.) x percentage of TEUI supplied by FortisBC natural gas and/or electricity supplied by FortisBC, the District of Summerland, City of Grand Forks, City of Penticton or Nelson Hydro.

The incentive is payable in two installments.

1. Energy model completion incentive

The energy model completion incentive is paid at the completion and approval of the energy model study to help you with the cost of a detailed engineering analysis of your facility. The energy model completion incentive is equal to 10 per cent of the total incentive as verified by the model, to a maximum of \$25,000.

2. Post-completion incentive

The post-completion incentive is paid after the building construction and commissioning is complete, subject to a successful site inspection to confirm that the ECMs were installed as described in the energy model. The post-completion incentive is equal to the final total incentive less the already paid energy model completion incentive.

Total Energy Use Intensity (TEUI) is a measure of the total amount of energy a building uses over the course of a year, per unit of building area. The metric considers all energy used in a building, including plug loads (e.g. lighting, appliances) and mechanical loads (e.g. elevators, mechanical systems, fans). TEUI is measured and expressed in kWh/m²/year.

Examples:

Example 1

A 120,000 sq. ft. office building is constructed in Vancouver and is subject to the BC Energy Step Code. Natural gas will be supplied by FortisBC and electricity by BC Hydro. The plan for the building is to use natural gas condensing rooftop units to supply the majority of space heating, as well as centralized natural gas condensing water heaters for domestic hot water. Natural gas supplies 34 per cent of the TEUI, with the remaining 66 per cent supplied by electricity. The proposed building achieves Step 3 of the BC Energy Step Code.

Area = 120,000 sq. ft.

Maximum incentive = \$3.40/sq. ft. (office and retail building, Step 3)

Percentage of TEUI supplied by FortisBC = 34%

Calculation = 120,000 sq. ft. X 34% X \$3.40/sq. ft. = \$138,720

Energy model completion incentive

(10 per cent of total)

\$13,872

Post-completion incentive

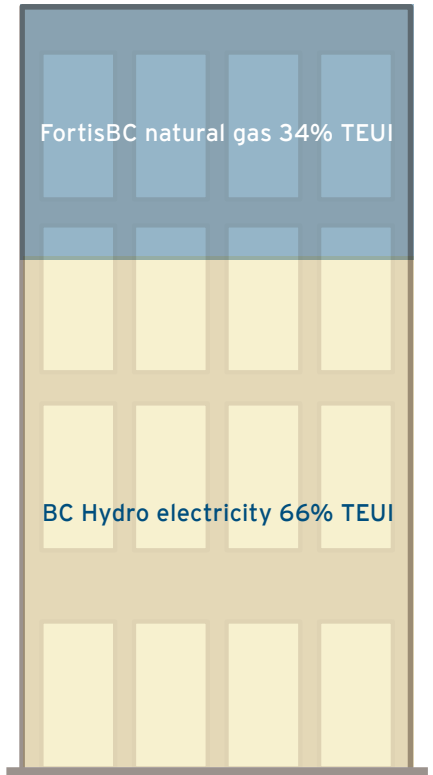
(remaining 90 per cent)

\$124,848

Office building

120,000 sq. ft.

Step Code 3 (\$3.40/sq. ft.)



Example 2

An 80,000 sq. ft. mixed MURB and retail building is constructed in Surrey with 60,000 sq. ft. of residential space and 20,000 sq. ft. of retail space and is subject to the BC Energy Study Code. Natural gas will be supplied by FortisBC and electricity by BC Hydro. Residential heating is supplied by electric baseboard heaters. Retail heating is supplied by natural gas furnaces. A central condensing natural gas hot water heater supplies domestic hot water. Natural gas supplied 40 per cent of the total building TEUI, with the remaining 60 per cent supplied by electricity. To determine the Step Code target, the area weighted TEDI and TEUI for each Step Code combination is calculated and the highest Step Code combination for the building's TEDI and TEUI is selected. Based on energy model results, the highest Step Code combination the proposed building achieves is Step 3 for MURB and Step 2 for retail.

Residential area = 60,000 sq. ft.

Retail area = 20,000 sq. ft.

Maximum residential area incentive = \$1.40/sq. ft. (MURB, Step 3)

Maximum retail area incentive = \$1.80/sq. ft. (office and retail building, Step 2)

Percentage of residential TEUI supplied by FortisBC = 40%

Percentage of retail TEUI supplied by FortisBC = 40%

Total incentive = residential incentive + retail incentive

Residential calculation =

$\$1.40/\text{sq. ft.} \times 60,000 \text{ sq. ft.} \times 40\% = \$33,600$

Retail calculation =

$\$1.80/\text{sq. ft.} \times 20,000 \text{ sq. ft.} \times 40\% = \$14,400$

Total incentive = \$33,600 + \$14,400 = \$48,000

Energy model completion incentive

(10 per cent of total)

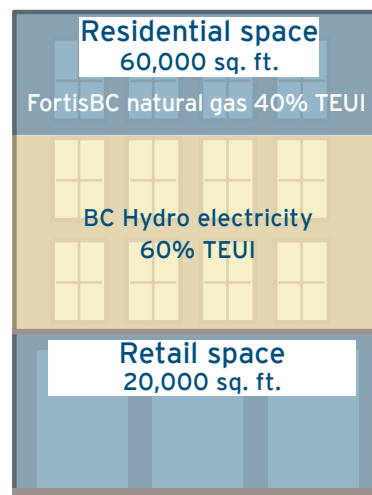
\$4,800

Post-completion incentive

(remaining 90 per cent)

\$43,200

Mixed-use building 80,000 sq. ft.



Example 3

A 100,000 sq. ft. care centre is built in Kelowna and is not subject to the BC Energy Step Code (see Path 2 table, other building types). Natural gas and electricity will be supplied by FortisBC. An energy study is conducted that suggests the care centre will be built to 22 per cent better than BCBC by implementing heat recovery chillers, LED lighting with advanced occupancy controls and heat recovery. Natural gas supplies 25 per cent of the TEUI, with the remaining 75 per cent supplied by electricity.

Area = 100,000 sq. ft.

Maximum incentive = \$2.20/sq. ft. (21-30% better than BCBC)

Percentage of TEUI supplied by FortisBC = 100%

Calculation = $\$2.20/\text{sq. ft.} \times 100,000 \text{ sq. ft.} \times 100\% = \$220,000$

Energy model completion incentive

(10 per cent of total)

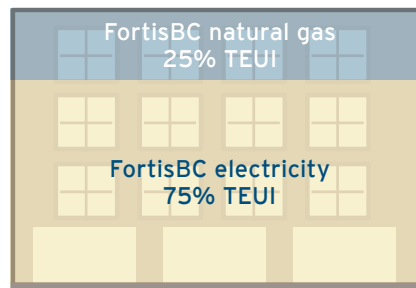
\$22,000

Post-completion incentive

(remaining 90 per cent)

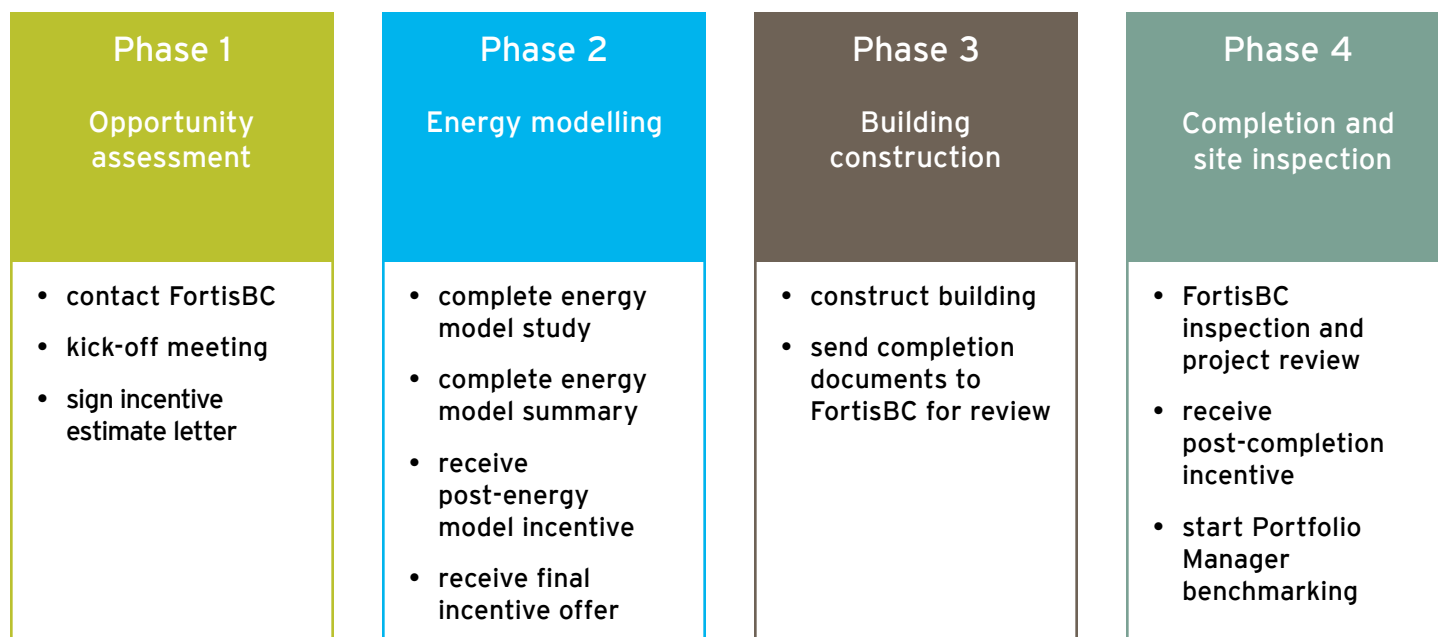
\$198,000

Care centre 100,000 sq. ft.



Program phases

The program is comprised of four distinct phases that when successfully completed will help your new building achieve enhanced energy efficiency, improved building performance and long-term cost savings. Here's how it works.



Phase 1: Opportunity assessment

- Step 1:** Contact your FortisBC key account manager, energy solutions manager or technical advisor to discuss your project. See the Contact us section for details.
- Step 2:** Schedule a project kick-off meeting between you, your design team and FortisBC.
- Step 3:** Have your consultant or design team prepare initial estimates of building performance.
- Step 4:** During the kick-off meeting you'll review the program, initial project estimates and receive incentive estimates. We'll provide you with an application form and thermal energy service provider form.
- Step 5:** You decide whether or not to proceed. If participating, sign the incentive estimate letter and submit the thermal energy service provider form. Construction must be completed within five (5) years.

Phase 2: Energy modelling

- Step 1:** Your consultant performs the energy model.

For buildings subject to BC Energy Step Code

- Step 2A:** The consultant models the designed TEUI performance of your building as per the [City of Vancouver Energy Modelling Guidelines](#), and outlines the building features required to achieve it. The results are provided to you for review.

- Step 3A:** You or your consultant completes the energy model summary template for your building design, and forwards it and the energy model report to FortisBC.

For buildings not subject to BC Energy Step Code

- Step 2B:** The consultant models the reference building per the [BC Hydro New Construction Energy Modelling Guidelines](#), the designed performance of your building and the ECMs required to achieve it. The results are provided to you for review.

Step 3B: You or your consultant completes the energy model report and forwards it to FortisBC.

For all buildings

Step 4: FortisBC completes final review of project and issues the final incentive offer along with the energy model completion incentive.

Phase 3: Building construction

Step 1: Construct your building according to the energy model and energy model summary (BC Energy Step Code buildings) or energy model and approved ECMs (non-BC Energy Step Code buildings). The building must be completed within five (5) years of signing the incentive estimate letter.

The post-completion incentive is provided within 90 days of completing the site inspection and reviewing all related documentation from Phase 3.

Step 2: When the building is complete and commissioned, provide all necessary completion documentation, including final progress drawings, and schedule a site inspection with FortisBC.

Step 3: FortisBC reviews the documentation and requests additional details or information as required.

Phase 4: Completion and site inspection

Step 1: FortisBC conducts a site inspection.

Step 2: FortisBC conducts final review. If any of the building features on the energy model summary (BC Energy Step Code buildings), ECMs (non-BC Energy Step Code buildings) or other major inputs to the energy model are found to have changed substantially, then we may require additional modelling to assess the final building performance and will amend the post-completion incentive accordingly. Program participants will be responsible for completing the additional energy modelling.

Step 3: FortisBC provides the final post-completion incentive.

Step 4: Report the building's energy use to [ENERGY STAR® Portfolio Manager®](#) for three years post commissioning.

Step 5: FortisBC may also conduct periodic inspections for up to three years after building commissioning.

Frequently asked questions

Q. Why does FortisBC want us to reduce energy use?

A. We're committed to providing customers value for their energy dollar. Plus, helping customers conserve energy is one of the most cost-effective ways for us to meet future energy needs.

Q. Can I receive FortisBC product rebates if I'm participating in the Commercial New Construction Performance Program?

A. You may either participate in the Commercial New Construction Performance Program or receive rebates through our individual product rebate programs for your project.

Q. What happens if I want to change any of the ECMs and/or building features or add a new one to my project?

A. First, notify us. The program requires you to advise us promptly of any proposed changes to the ECMs that either eliminate or substantially change their design during the course of the design, tender or construction of such measures. Second, as long as the ECMs still target the same end uses and achieve the same or greater energy savings, no changes will be necessary to the final incentive letter. If however, the changes target different end uses or result in different energy savings, the approved energy model may need to be updated to reflect these changes. We will pay the remaining post-completion incentive based on the pro-rated amount of energy savings that result from the updated energy model. You are responsible for the cost of revising the energy model and incentive adjustments may be made at FortisBC's sole discretion.

Q. I've applied for additional funding to support energy efficiency through another funding program (e.g. federal grant, another utility or government program). How does this impact the funding I will receive from FortisBC?

A. You must notify us in writing if you receive contributions or contribution commitments from a third-party organization. In the event the combined total of FortisBC funding and third party contributions exceed 100 per cent of the FortisBC-approved amounts, we will adjust the funding or, if already paid, you will be required to repay us for the full amount of the excess within 30 days of receiving the notice to repay.

Q. What modelling software can I use to develop the energy model?

A. Consultants are free to choose the modelling software as long as it meets the [City of Vancouver Energy Modelling Guidelines](#) (for BC Energy Step Code buildings) and the [BC Hydro New Construction Guidelines](#) (for non-BC Energy Step Code buildings). Note: energy models and energy model outputs need to be provided to us for review.

Q. How accurate are the energy models in predicting actual energy performance?

A. The energy performance outlined in energy models serve as a standardized comparison between similar buildings for regulatory purposes. Actual energy performance may vary significantly from the energy model based on occupancy, occupant behaviour, tenant end-uses, operation and maintenance and weather, amongst many other factors.

Q: How is the incentive administered for multi-phase projects?

A: For projects with multiple phases that may be completed in different years, the incentive and scope of the energy model will be based on all the phases and occupancy permits issued in a calendar year or completion of all phases if one energy model is used. In all cases, the incentive is limited to one incentive per project per year, to a maximum of \$500,000.

Q: Are projects connected to district energy systems eligible?

A: Projects with district energy systems will be accepted on a case by case basis. They must use natural gas as the primary heating source.

Q: How large does my building need to be to participate in the program?

A: The program will consider any Part 3 building that has completed a program-compliant energy model. However, we recommend a minimum building size of 85,000 sq. ft. Smaller buildings can still receive incentives through FortisBC product rebate programs. For more information, contact your [key account manager, energy solutions manager or technical advisor](#).



Contact us

For more information on this or other FortisBC programs, please contact your [energy solutions manager, key account manager or technical advisor](#) to discuss your project.

Don't know who your account manager or technical advisor is?

Call **1-866-884-8833**

Email commercialrebates@fortisbc.com

Visit fortisbc.com/newconstructionfunding



Connect with us

