



# Council Agenda

Monday, July 15, 2024, 7:00 PM

Council Chambers & Electronic Meeting

## Electronic Meeting Instructions

To Join a Meeting:

Log into Zoom.us or the Zoom app on your device.

Enter the Meeting ID: 897 0956 7061

Dial In: 1-855-703-8985 (Canada Toll Free) or 1-778-907-2071 Meeting ID: 897 0956 7061

To Participate: During the public participation period, press **Star (\*) 9** to "raise your hand".

Participants will be unmuted one by one when it is their turn to speak.

When called upon, you will have to press \*6 to unmute the phone from your side as well.

We may experience a delay in opening the meeting due to technical difficulties. In the event that the meeting does not start as scheduled please be patient and stay on the line, we will get started as quickly as possible.

Public Dial-In Details are also posted at [www.langford.ca](http://www.langford.ca)

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3.	<b>MEETING CONDUCT RULES</b>	
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5.	<b>PRESENTATIONS</b>	
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6.	<b>DELEGATIONS</b>	
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	Minutes of the Council Meeting - June 17, 2024 (ADOPT)	
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# 775 Latoria Road Response to Questions





# Proposed Townhomes – View from Latoria





# Proposed Townhomes - Elevations



# Response to Questions

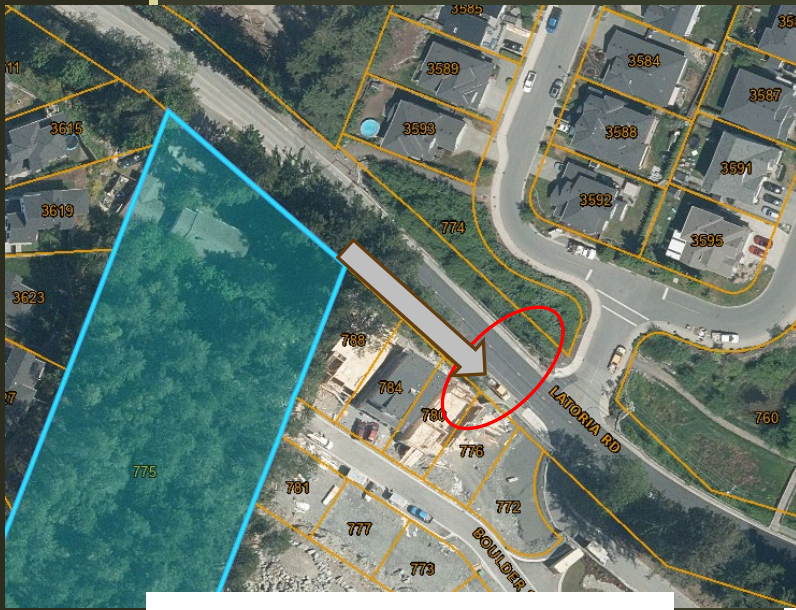
Issue	Details	Action
Pritchard Creek	Concerns regarding enclosing creek for sidewalk to the east.	<p>A trail connection is proposed from the townhomes that avoids the riparian area yet provides safe passage to the pedestrian crossing at Autumn Lane. (See slide).</p> <p>The trail is fully outside the 10m SPEA.</p> <p>The riparian area as shown will be planted as prescribed by the project biologist. Erosion and sediment control will be provided while the plantings become established. This includes erosion control blanket for the slopes above the road/drainage ditch.</p> <p>Invasive species will be removed.</p> <p>The arborist recommends that any hazardous trees within the riparian area be modified to wildlife stumps while leaving root systems intact</p> <p>The arborist will follow ANSI A300 standards for tree care operations and best management practices with a view to retaining viable trees</p> <p>Further details will be provided as a condition of Development Permit approvals.</p>
Green Buffer	What will this look like? Who will maintain?	<p>An 8.5 meter buffer between the townhomes and Park Dedication provided at the request of the City. The buffer area will be owned and maintained by the townhouse strata in accordance with the requirements of the wildfire report.</p> <p>Trees will be modified, and area cleaned up in accordance with the Wildfire interface recommendations. Existing forest floor will remain.</p> <p>Project arborist will ensure that all viable trees will be protected. Some trees will need to be assessed on site during site preparations to see the extent of root systems.</p> <p>Project biologist to recommend replanting as required.</p> <p>The Park area will be reviewed by both the Director of Parks and arborist to ensure that it is transferred to the City in a safe condition.</p> <p>(See slide)</p>
Rock face behind townhomes	Concerns regarding the look and safety	<p>Rock face will be completed under the supervision of the geotechnical engineer of record. Any safety measures (fencing, mesh, anchors or catchment areas) will be provided and as approved by the Director of Engineering per Bylaw 1000.</p>
Biologist report	Perceived conflicting info	<p>An updated report can be provided to the City with as part of the Development Permit process.</p>



# Response to Questions

Issue	Details	Action
Patio pavers, parking spaces	Should these be pavers or concrete?	<p>The design team did a review of the proposed paving plan. It was determined that storm water can be better managed and treated on site with impermeable materials like stamped concrete or stamped asphalt. They researched permeable materials and did not feel that long-term maintenance would be guaranteed. Hydrocarbons if any can be contained and treated appropriately if directed to the Oil Grit separators or other treatment in accordance with the storm water management plan. This will apply to private patios, driveways, parking spaces and other hard surfaced areas.</p> <p>See slide</p>
Tree protection	Tree removal, condition of remaining trees, protection plan for remaining trees	<p>Tree protection will be in accordance with ANSI Standards and BMP's. Combination of fencing, stem and root armouring if required as detailed in the arborist report.</p> <p>See slide</p>
Tree replacement	Native plantings?	<p>Tree species are provided in the Landscape plans. Those that are not specifically native species have been selected for compatibility with native species, as well as the growing conditions post development.</p>
Dust mitigation	Construction management program	<p>In accordance with bylaw 1000 and the upcoming "Good Neighbour" policies.</p>
Access	Suggested access through strata to the east	<p>No recommended by Langford (we checked). There are no rights of way in place to allow access.</p>
Connectivity to Olympic View	See attached	<p>At this time there is no access, or trails proposed from this development to OV parks.</p> <p>See slide</p>

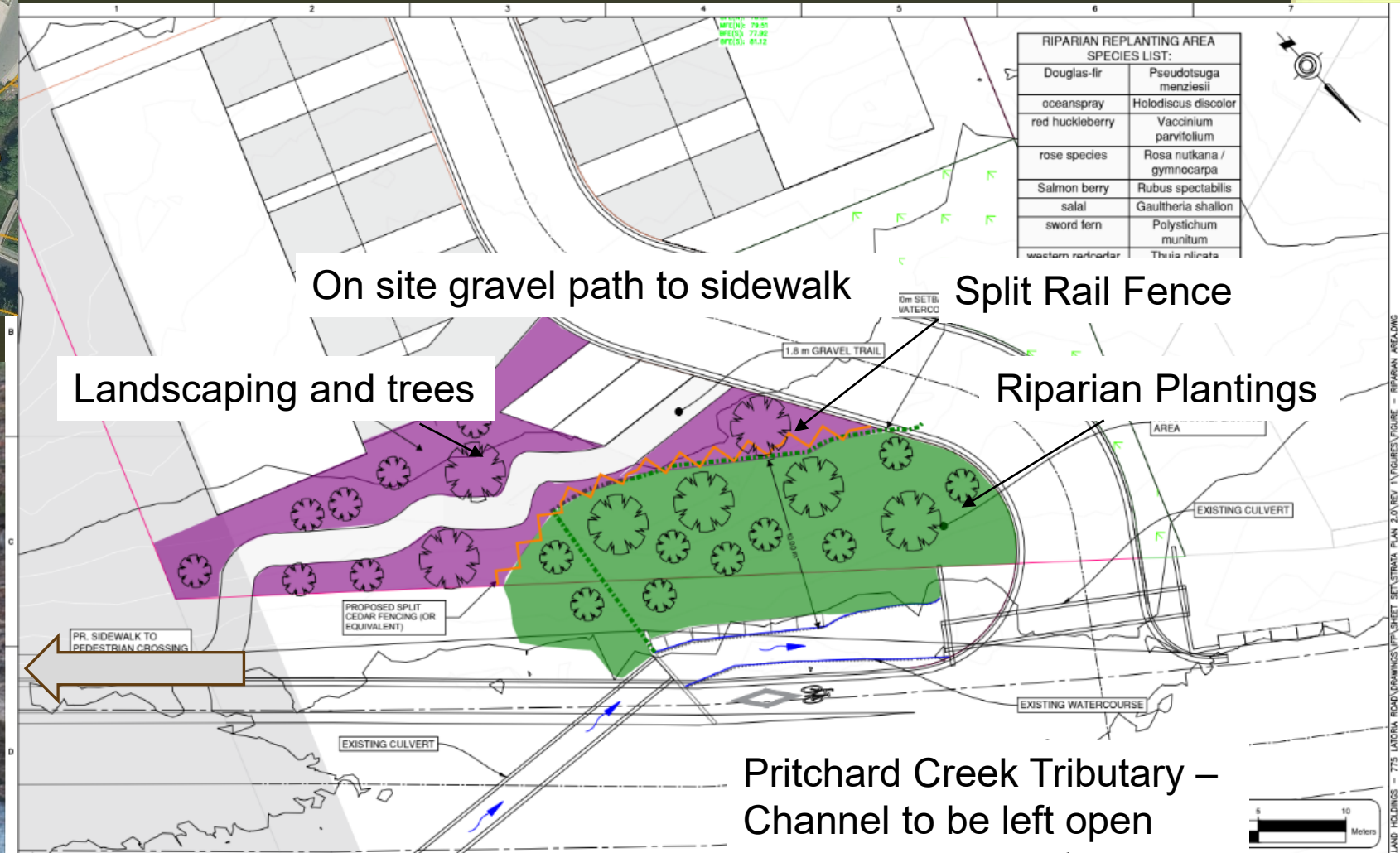
# Safe Pedestrian Access and Creek Protection



Autumn Lane Crossing



Riparian Enhancement Area



RIPARIAN REPLANTING AREA SPECIES LIST:

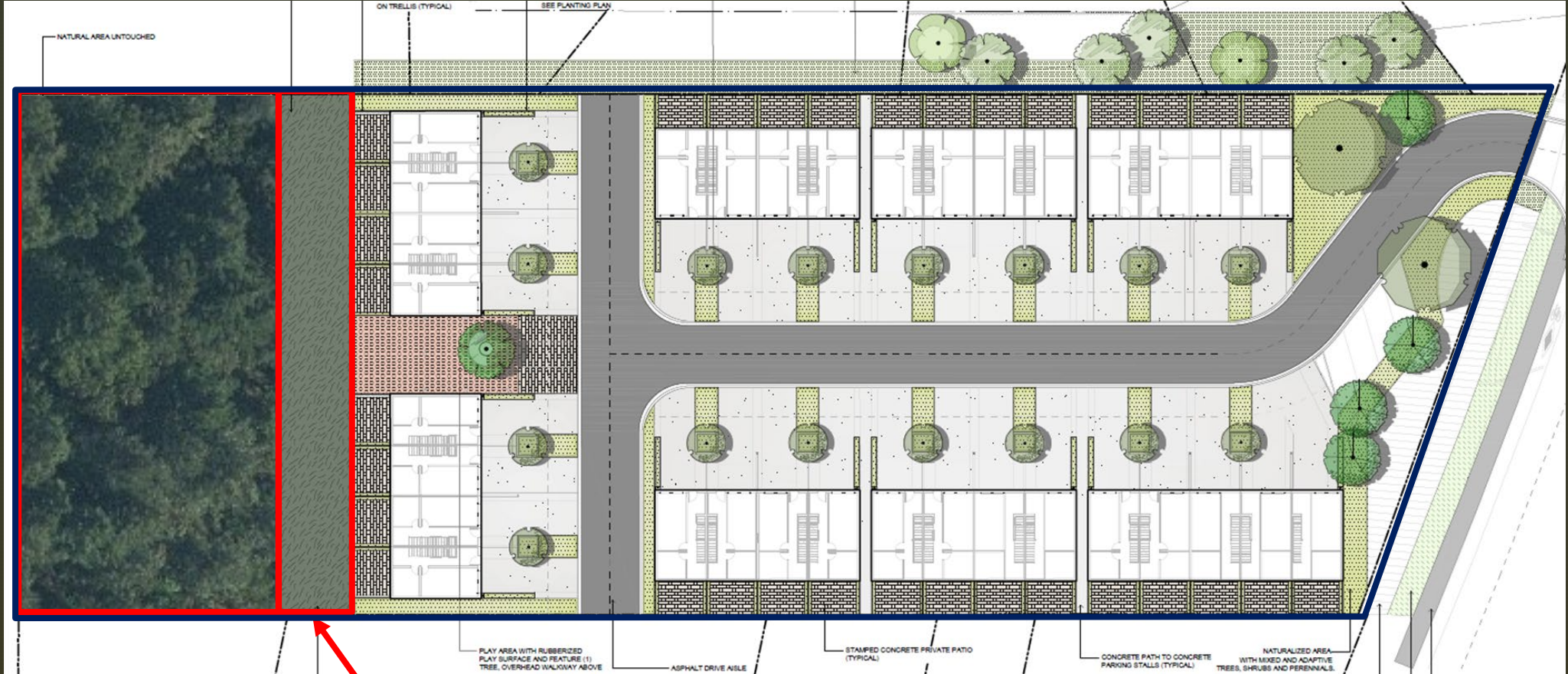
Douglas-fir	Pseudotsuga menziesii
oceanspray	Holodiscus discolor
red huckleberry	Vaccinium parvifolium
rose species	Rosa nutkana / gymnocarpa
Salmon berry	Rubus spectabilis
salal	Gaultheria shallon
sword fern	Polystichum munitum
western redcedar	Thuja plicata

<p>DATE: 2024.08.26</p> <p>DESCRIPTION: PRELIMINARY</p> <p>DRAWN: EK</p> <p>DESIGNED: BP</p> <p>APPROVED:</p>		<p><b>GREATPACIFIC</b> ENGINEERING &amp; ENVIRONMENT</p> <p>GREATPACIFIC CONSULTING LTD 202-2780 VETERANS MEMORIAL PARKWAY VICTORIA, BC V9B 3S6 778-433-2672 www.greatpacific.ca</p>		<p>PERMIT/STAMP:</p> <p>PRELIMINARY NOT FOR CONSTRUCTION</p>	<p>NOTES:</p> <p>1. ALL DIMENSIONS IN M UNLESS OTHERWISE SPECIFIED.</p> <p>2. EXISTING GROUND BASED ON LIDAR DATA PROVIDED BY ROLLAND HOLDINGS TITLED: 775 LATORIA D.S. CONTOUR, DREF AND TOPOG SURVEY PERFORMED BY ALL TERRA ON 2022-10-24.</p>	<p>CLIENT:</p> <p>ROLLAND HOLDINGS</p> <p>PROJECT NUMBER: 1099-002</p>	<p>775 LATORIA ROAD</p> <p>ACCESS PATH CONCEPT</p> <p>DRAWING NUMBER: FIGURE A</p> <p>SCALE: 1:100</p> <p>REV: REV B</p>
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FILE: W:\1099-002 - ROLLAND HOLDINGS - 775 LATORIA ROAD DRAWINGS\VP\01\02 SET\STRATA PLAN 2.D\REV 1\FIGURES\FIGURE - RIPARIAN ACCESS.DWG



# Managed Greenspace



Park Dedication

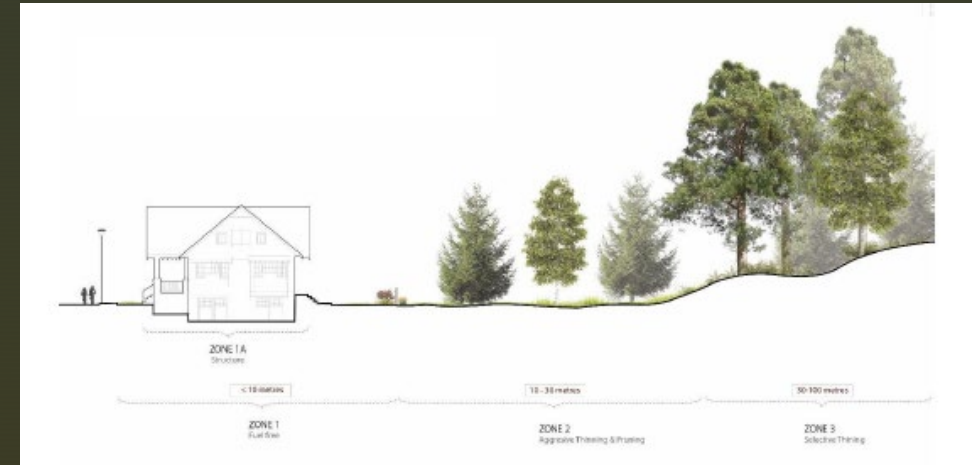
Managed  
Greenspace



# Managed Greenspace Interface

## 8.5 metre strip between Townhomes and Park

- Provides a buffer between residential use and Langford's Park.
- To be maintained by Townhouse Strata.
- Hazardous trees to be removed, stumps and forest floor to remain. Trees to remain will be protected during construction. Arborist to supervise.
- Wildland interface maintenance to be performed.
- Geotechnical safety zone will allow any remedial measures to be installed. Geotech will certify.
- Area will be replanted with the appropriate native species as directed by project Biologist

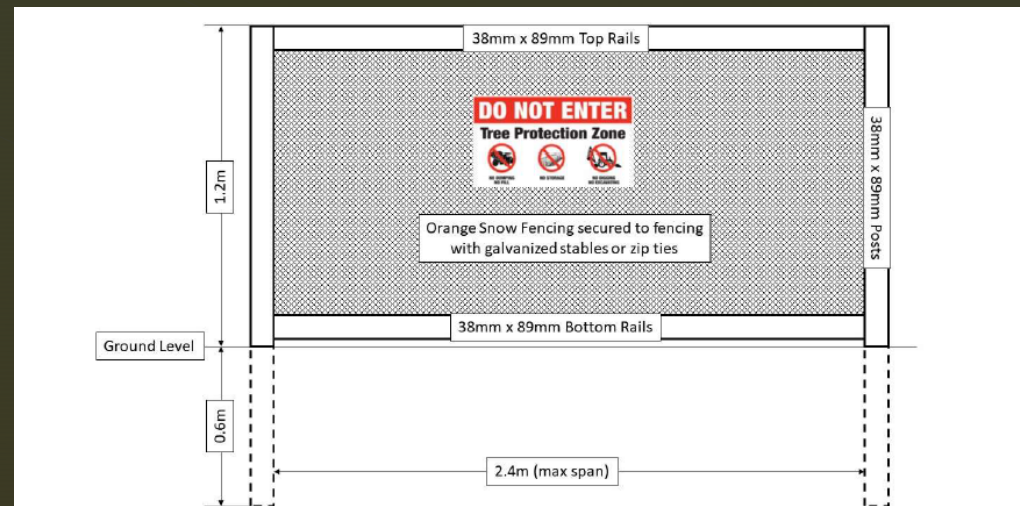




# Tree Protection

Tree protection will be in accordance with ANSI Standards and BMP's. Combination of fencing, stem and root armoring if required as detailed in the arborist report.

Project Arborist will identify tree protection zones for trees to remain and ensure that they are protected throughout construction.



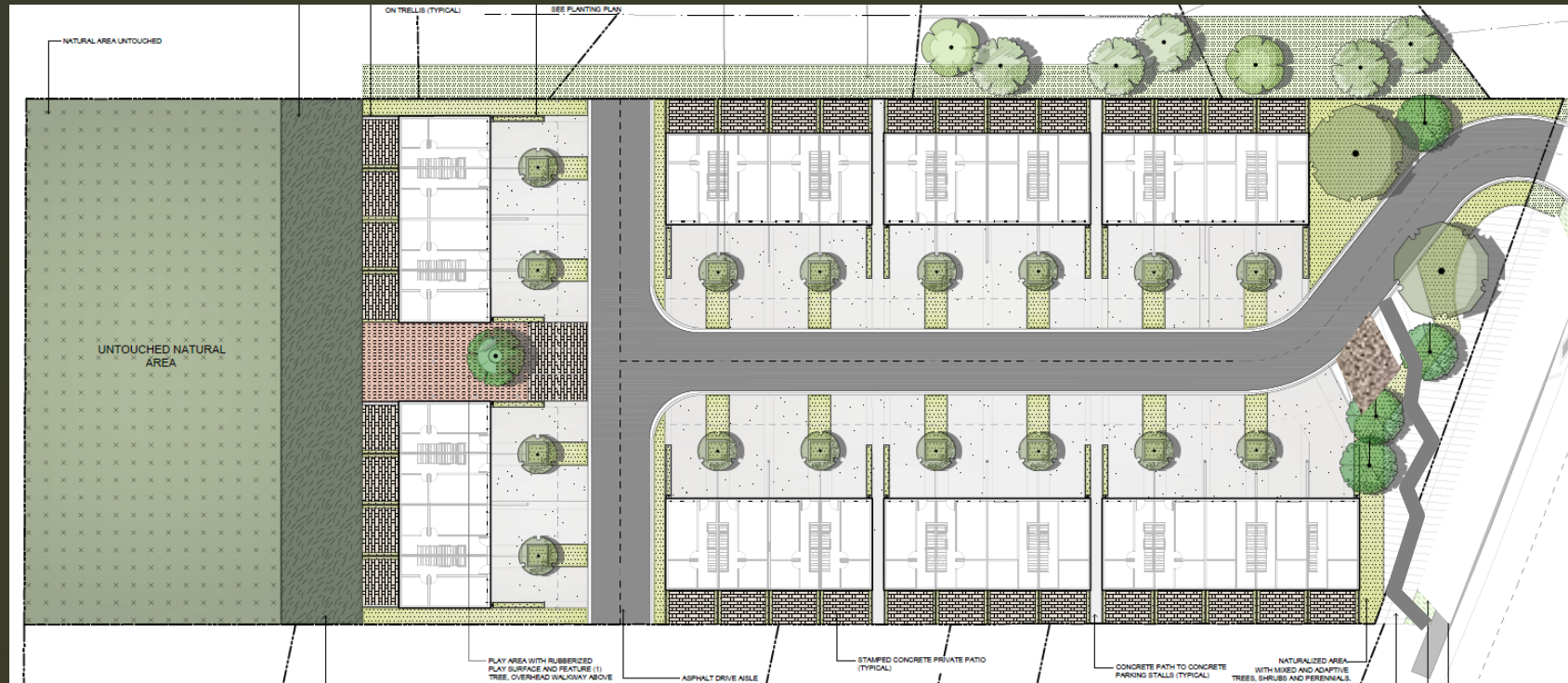
**Figure 1. Tree Protection Fencing.** In rocky areas, metal (t-posts or rebar) drilled into rock will be accepted instead of wooden posts.

Attach a sign with a minimum size of 407mm x 610mm (16"x24") with the following wording:

- a) DO NOT ENTER – Tree Protection Zone (for retained trees) or;
- b) DO NOT ENTER – Future Tree Planting Zone (for tree planting sites).

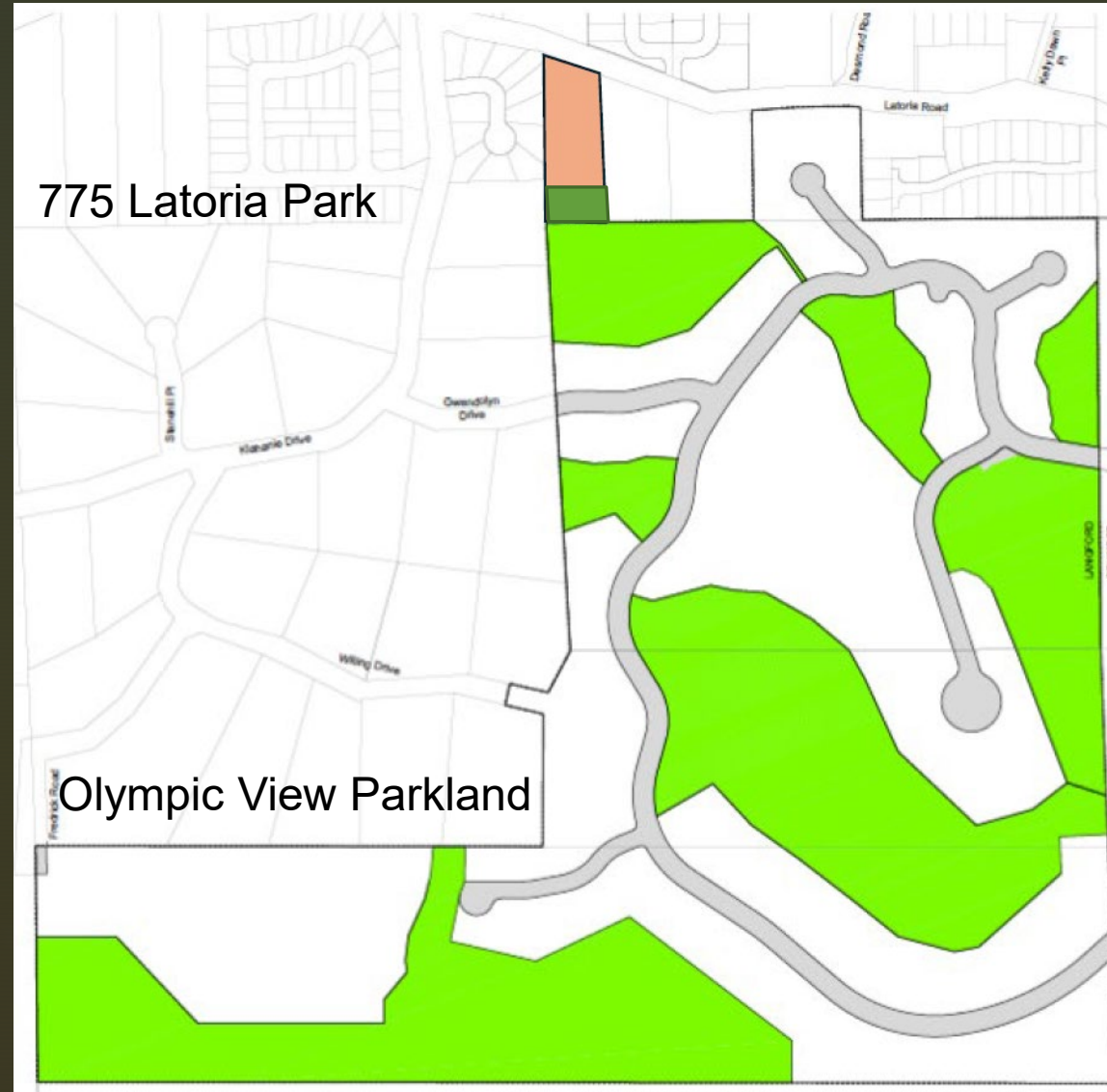
These signs must be affixed on every fence face or at least every 10 linear meters.

# Permeable Pavement?



After thorough discussions with the project Civil Engineer, it was determined that patios, driveways and parking spaces should be impermeable stamped concrete or asphalt in order to properly capture and treat stormwaters on site. Stormwaters will be treated by “Oil Grit Separators” and maintained by the strata. A section 219 covenant on title will ensure on going maintenance.

# Contiguous Parkland





City of Langford

# Staff Report to Capital West Accessibility Advisory Committee

**DATE: Wednesday, April 24, 2024**

**DEPARTMENT: Legislative Services**

**SUBJECT: Capital West Accessibility Advisory Committee Survey #1 Results and Engagement Summary**

## EXECUTIVE SUMMARY:

This report outlines the results of the Capital West Accessibility Advisory Committee survey that was released on Friday, December 8, 2023, and closed Wednesday, January 31, 2024. The intent of this report is to provide an overview of information collected from the public and analyze the data in order to determine the next steps forward for the Committee.

This engagement summary will also be useful for future consultants.

## BACKGROUND:

At its meeting held November 22, 2023, the Capital West Accessibility Advisory Committee determined the City of Langford would use its “Let’s Chat Langford” engagement software platform to host a survey to gather feedback pertaining to accessibility engagement. The survey was three (3) questions in length and asked respondents the following:

1. What types of engagement would you like to see?
2. Please indicate which venue(s) or type of venue(s) are most accessible for in-person engagement. Please note you can include venues within any of the partner municipalities (Langford, Colwood, View Royal, Esquimalt, Highlands, Sooke, Metchosin).
3. Do you have any other suggestions?

This survey was promoted online through social media channels for all participating local governments. The survey was available online through Let’s Chat Langford, on paper, as a Word document, and as PDF that could be emailed.



**COMMENTARY:****Surveys Completed and Project Page Visits:**

Total Respondents (people who took the survey):	163
Visitors to the Survey:	299
Visits to Project Page:	425

**Question 1: What types of engagement would you like to see?**

Online surveys	129
In person focus groups facilitated by an instructor	112
Written submissions (email, letter)	81
Paper surveys or comment cards	45

*Note: Question 1 allowed for respondents to select multiple options.*

Question 1 also offered a fillable field for options outside of those provided. The following was received:

- Public meetings where accessibility items are the only ones discussed.
- Newsletter with updates from all involved communities with progress reports. Respondent noted that this would be nice to see every 2 months.
- Community Zoom calls/online focus groups.
- Materials using large fonts and braille.
- Visual aids and graphics use wherever possible.
- More opportunities to discuss directly with Councils. Respondent noted that this could be formal or informal (meet and greet, coffee shop pop-up)
- Advertisements in local newspapers
- Open house style engagement at municipal hall
- Open house style engagement at malls
- Virtual session hosted by a facilitator.
- Mail out

Overall, zoom and online facilitated engagement were most suggested in this category along with informal meet and greet sessions with members of Council.

**Question 2: Please indicate which venue(s) or type of venue(s) are most accessible for in-person engagement. Please note you can include venues within any of the partner municipalities (Langford, Colwood, View Royal, Esquimalt, Highlands, Sooke, Metchosin).**

General submissions included:

- School Gyms
- City Hall
- Community Centre
- Recreation Centers
- Currently empty storefronts in malls or shopping centers
- Auditoriums
- Libraries
- Churches
- Buildings with a community room
- Government buildings

Respondents noted the following pertaining to a specific municipality:

<b>Municipality:</b>	<b>Suggestions:</b>
Colwood	<ul style="list-style-type: none"> <li>• Royal Roads University</li> <li>• Emery Hall</li> <li>• Seniors Center</li> </ul>
Langford	<ul style="list-style-type: none"> <li>• Langford in General</li> <li>• Starlight Stadium</li> <li>• Westhills YW/YMCA</li> <li>• Four Points Sheraton</li> <li>• Legion</li> <li>• Belmont Market</li> <li>• Millstream Shopping Center</li> <li>• West Shore Mall</li> </ul>
View Royal	<ul style="list-style-type: none"> <li>• Victoria Scottish Community Centre</li> </ul>
Esquimalt	<ul style="list-style-type: none"> <li>• Esquimalt Recreation Centre</li> <li>• Gorge Pavilion</li> <li>• Legion</li> </ul>
Highlands	<ul style="list-style-type: none"> <li>• Highlands Community Hall.</li> </ul>
Sooke	<ul style="list-style-type: none"> <li>• Whiffin Spit</li> <li>• John Phillips Memorial Park</li> <li>• Ed Macgregor Park</li> <li>• Edward Milne School Parking Lot</li> <li>• Legion</li> </ul>
Metchosin	<ul style="list-style-type: none"> <li>• Metchosin Community Hall</li> <li>• Gym in the Metchosin Arts and Cultural Center</li> </ul>

	<ul style="list-style-type: none"> <li>• Hans Helgesen</li> <li>• St. Mary's Church</li> <li>• Metchosin Golf Course</li> </ul>
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Respondents noted that locations should be outfitted with ramps, automatic doors, elevators, adequate handicapped parking, and accessible washrooms. Respondents also noted that while a building may have a ramp, there may still be barriers to enter the building such as a step or ledge.

The ability for the room to host more than one interactive option was also noted as important. For example, in person oral presentation and an accompanying slide presentation, braille information, posters with large font etc.

Ample and free parking was also noted as high importance for respondents when selecting a location. Proximity to transit routes was also highlighted. A need for HandiDart parking was also identified.

Respondents noted the importance of engagement events being held in Sooke due to proximity to other municipalities, and difficulties with transit.

Importance was placed on smaller gatherings. Respondents chose to disclose that due to health challenges, they would feel unsafe in a large gathering. These same respondents noted a preference for either online events, or online options.

Many responses indicated that engagement events should take place in every municipality involved. From those who selected specific locations, Langford, Sooke and Esquimalt were identified.

### **Question 3: Do you have any other suggestions?**

This question was open ended and allowed respondents to type/write their own answer. Due to the nature of this question, there was a variety of responses. To make it easier to follow, the responses have been organized into categories:

#### Challenges:

- Lack of public engagement (public apathy)
- Don't forget about deaf or blind people when planning events.
- Disabilities and challenges can be very diverse.
- Need for American Sign Language interpreters for events.
- Closed captioning.
- Don't forget families and caregivers.

- Can be difficult to make improvements to accessibility while growing as a community.
- Lack of beach accessibility

Event Specific:

- When planning an event, be aware of bus service end times.
- Host events at multiple times of the day so more people may attend.
- Dark evenings can be a barrier for people to attend events.
- Need for small, intimate events.
- Need for large gathering events.
- Importance of virtual options so more people can participate and use their own devices/adaptive technology.
- Consider traffic impacts when choosing a time for engagement activities.
- Don't forget about service animals at events.
- Advertise events as wheelchair accessible (but only if they are).
- Difference between handicapped parking and accessible parking.

Committee Feedback:

- Sub-committee made up of residents.
- Excitement for the public to join the Committee and a wish that they had been included as members from the beginning.
- Would like to see more progress reports coming from Committee to the Council level.
- Request to see the feedback presented.
- Don't forget to include the Disability Alliance of BC, Inclusion BC, BC Coalition of People with Disabilities, BC Center for Ability, Island Deaf and Hard of Hearing Center, and Canadian National Institute for the Blind when promoting the Committee.

General Accessibility Considerations:

- Request input before making changes to barriers in the community.
- Wish for the process to be quick.
- Desire for road structure to be left out.
- Public availability of the Station Road (Langford) Accessibility Report.
- Ability to speak freely with no judgement.
- Wish to not hire consultants.
- Municipalities should publish a document listing all accessible buildings/businesses and their features (automatic doors, accessible washrooms, etc.

**FINANCIAL IMPLICATIONS:**

There are no financial implications associated with this report.



**LEGAL IMPLICATIONS:**

There are no legal implications associated with this report.

**OPTIONS:**

THAT the Committee:

1. Receive this report for information, and
2. Make this report available on the respective websites, and
3. Forward this report to the Council's of Colwood, Langford, Esquimalt, Sooke, Highlands, Metchosin, and View Royal for information.

**SUBMITTED BY:** Marie Watmough, Director of Legislative & Protective Services at the City of Langford and the Capital West Accessibility Advisory Committee Chair.



City of Langford

# Staff Report to Capital West Accessibility Advisory Committee

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**DATE:** Wednesday, April 24, 2024

**DEPARTMENT:** Legislative Services

**SUBJECT:** Engagement Summary: Survey 2 – Accessibility & You

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## EXECUTIVE SUMMARY:

This report outlines the results of the Capital West Accessibility Advisory Committee survey that was released on Friday, March 1, 2024, and closed with an extended deadline of Sunday, April 7, 2024. The intent of this report is to provide an overview of the information collected from the public and analyze the data in order to determine the next steps forward for the Committee.

This engagement summary will also be useful for future consultants.

## BACKGROUND:

At its meeting held November 22, 2023, the Capital West Accessibility Advisory Committee determined the City of Langford would use its “Let’s Chat Langford” engagement software platform to host surveys for the Committee. This platform can be utilized by anyone, regardless of where they live.

Through discussions with the Province, the Committee received a recommendation to start an Accessibility Plan focused on two aspects that are required by the *Accessible BC Act*: employment and service delivery. After the success of Survey #1 pertaining to accessibility engagement, the Committee published this survey titled “Accessibility & You.”

Initially, the survey was set to close April 1, 2024, but this deadline was extended by a week to provide more time for responders. The survey closed at 11:59 pm on Sunday, April 7, 2024.

This survey was promoted online through social media channels for all participating local governments. “Accessibility & You” was available online through Let’s Chat Langford, on paper, as a Word document, and as PDF that could be emailed.

**COMMENTARY:****Surveys Completed and Project Page Visits:**

Total Respondents (people who took the survey):	185
Visitors to the Survey:	372
Visits to Project Page:	767

**Question 1: Do you (or the person you are assisting) identify as having a disability or disabilities, or have you or they experienced an accessibility challenge at any time? (*The Accessible British Columbia Act defines “disability” as meaning an inability to participate fully and equally in society as a result of the interaction of an impairment and a barrier.*)**

This question was multiple choice, and the following answers were collected:

Yes	90
No	59
No, but I have a connection with someone with a disability	30
Prefer not to answer	5

**Question 2: Which type or types of disabilities impact you (or the person you are assisting)?**

Physical/mobility	91
Learning	9
Developmental	7
Memory	11
Hearing/auditory	25
Mental health related	29
Seeing/visual	11
Pain-related	38
I do not have a disability and I am not assisting someone with a disability	47
Prefer not to answer	6

*This question allowed respondents to select multiple options.*

While this question also had a field titled “other”, the responses collected above are adequate. Information collected in this fillable field included personal and possibly identifiable information about the respondent(s) such as explicit details of a medical condition.

**Question 3: Please identify your age range (or that of the person you are assisting)**

Under 18	7
18-24	2
25-34	12
35-44	21
45-54	24
55-64	30
65-74	51
75+	29
Prefer not to answer	3

**Question 4: In which of the partner municipalities do you (or the person you are assisting) live?**

Colwood	22
Esquimalt	14
Highlands	10
Langford	77
Metchosin	28
Sooke	6
View Royal	12
I do not live in one of the partner municipalities, but I often visit these areas.	11
I do not live in one of the partner municipalities and I am rarely in these areas.	0

**Question 5: What barriers, if any, do you (or the person you are assisting) experience when accessing municipal information? (Consider your municipality's website, public engagement tools (such as this survey), news releases, Council meeting recordings, or other documents produced by the municipality. Examples of barriers might be lack of alt text, confusing or offensive language, lack of captioning, etc.)**

This question allowed respondents to type/write their own answers. The following feedback was collected:

Feedback specific to each municipality:

Colwood	<ul style="list-style-type: none"> <li>• Prefer written and print materials over online only.</li> <li>• Wish to engage in person rather than only online.</li> </ul>
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	<ul style="list-style-type: none"> <li>• Difficulty hearing at Council meetings or on the recorded video.</li> <li>• Wish to see local newspapers used more as an outlet for municipal information.</li> <li>• Wish to receive an email newsletter with updates from municipality.</li> <li>• Links are out of date on website.</li> <li>• Wish for more contact information for City staff.</li> </ul>
Esquimalt	<ul style="list-style-type: none"> <li>• Website is difficult to use.</li> <li>• “Link in bio” is not user friendly or accessible.</li> <li>• No captioning or unsure how to access captioning on Council Meetings.</li> <li>• Too much information only shared on Facebook and not offline.</li> </ul>
Highlands	<ul style="list-style-type: none"> <li>• Website is difficult to use.</li> </ul>
Langford	<ul style="list-style-type: none"> <li>• Website is difficult to use.</li> <li>• Website is not accessible.</li> <li>• Event calendars are not up to date.</li> <li>• No captioning or unsure how to access captioning on Council Meetings.</li> <li>• Search function on website is not helpful.</li> <li>• Difficulty finding information pertaining to finances.</li> <li>• Difficulty finding information pertaining to development.</li> <li>• Committee and Council resolutions are difficult to find on website.</li> <li>• Difficult to get in touch with City staff.</li> <li>• Difficult to get replies from City staff and Council.</li> <li>• Difficulty accessing Council meetings through doors after 7pm.</li> <li>• Inconsistent sound in Council Chambers</li> <li>• Contact phone number send callers through too many steps or loops them back through.</li> </ul>
Metchosin	<ul style="list-style-type: none"> <li>• Website is too basic.</li> <li>• Information is difficult to find on website.</li> <li>• Search function on website is not helpful.</li> <li>• Difficulty hearing at Council meetings.</li> <li>• Timeliness of information on website to be improved.</li> </ul>
View Royal	<ul style="list-style-type: none"> <li>• Website navigation is difficult.</li> <li>• Inconsistent sound in Council Chambers during meetings and on recordings</li> </ul>
Sooke	<ul style="list-style-type: none"> <li>• Website is difficult to use.</li> </ul>

	<ul style="list-style-type: none"> <li>• Website homepage is too cluttered.</li> <li>• Website is not up to date.</li> <li>• Takes too much time to find what you are looking for on website.</li> </ul>
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**General Feedback:**

- Respondents who have colour blindness have a particularly difficult time accessing our municipal websites.
- Website information can be convoluted or insufficient.
- Not everyone uses websites or the internet.
- Confusing to access municipal information.

**Question 6: Please indicate if you (or the person you are assisting) experience any barriers.**

Accessing municipal parks, trails, playgrounds?	61
Accessing municipal programs or services?	18
Engaging with Council?	27
Accessing municipal buildings and grounds?	24
Interacting with bylaws or policies?	15
Interacting with municipal staff?	20
Participating in municipal events?	30
Interacting with signage/wayfinding around the municipality?	15
Accessing municipal sidewalks, crosswalks, and bike lanes?	69

This question also allowed respondents to type/write their own answers through a field titled “other.”  
 The following feedback was collected:

- Difficulty accessing municipal buildings during renovations and building alterations. Wished for municipalities to make sure ramps and accesses are available for those who need them at all times.
- Snow and inclement weather make transportation and access to municipal buildings difficult

as when snow is piled, it is often placed in accessible parking areas.

- Snow piles on sidewalks and crosswalks prevent those with mobility assistive devices from accessing municipal roadways.
- Wish to see stronger municipal policies and bylaws around supportive housing and accessible units.
- Difficulty hearing in large or crowded places or events.
- Lack of access to public washrooms.
- Beach accesses are often limited to those who are not using mobility assistive devices.
- Need for more accessible parking.

**Question 7: What barriers do you (or the person you are assisting) experience when applying for jobs or volunteer positions with your local government? (Examples of barriers might relate to job postings, interviews, communications regarding employment, etc.)**

This question allowed respondents to type/write their own answers. The following feedback was collected:

Feedback specific to a municipality:

Colwood	<ul style="list-style-type: none"> <li>• Hard to sit or stand for long periods of time.</li> <li>• Inadequate bus service and lack of stops</li> </ul>
Esquimalt	<ul style="list-style-type: none"> <li>• Discrimination for disability and being transgender.</li> <li>• Lack of accessibility information so I don't feel comfortable applying.</li> <li>• Lack of understanding of what a neurodiverse person may need.</li> </ul>
Highlands	None collected.
Langford	<ul style="list-style-type: none"> <li>• Not sure if hearing loops are available.</li> <li>• Not sure if sign language interpreters are available.</li> <li>• Information overload.</li> <li>• Generally struggle in interview settings</li> <li>• Lack of close proximity parking can lead to lots of walking which I am unable to do.</li> <li>• Timelines to apply are too short.</li> <li>• Perceived or real age barriers</li> <li>• Inadequate bus service and lack of stops</li> <li>• Very few positions available</li> <li>• Unsure of what positions are available.</li> <li>• Stairs generally are a barrier for me accessing volunteer opportunities in the community.</li> </ul>

Metchosin	<ul style="list-style-type: none"> <li>• Difficulty navigating website.</li> <li>• Need visual diagrams to understand concepts and often, those are not provided or included.</li> </ul>
View Royal	None collected.
Sooke	<ul style="list-style-type: none"> <li>• Would like positions, but currently not able to do them.</li> <li>• Previous volunteer positions were not accommodating, nervous to try again.</li> </ul>

**General Feedback:**

- Difficult or confusing interview processes
- High-level language.
- Discrimination based on being in a wheelchair.

**Question 8: What supports are important to you (or the person you are assisting) when working or looking for a job?**

Accessible Parking	49
Adapted spaces such as restrooms, breakrooms, reception area, meeting areas, or pathways	42
Modified workstations such as standing desks or wheeled mobility device-adaptive desks	36
Assistive devices such as screen readers, braille displays, text-to-speech software, strobe light/visual smoke alarms, or hearing loops	11
Flexible work hours	55
Shorter workdays	31
Working from home	54
I am not working or looking for a job	71

This question allowed respondents to type/write their own answers. The following feedback was collected:

- Accessible pedestrian and rolling lanes for transportation to and from work.



- Advocacy needed for more bus stops and service so employees can meet work start times.
- Rather than adapted spaces, have them be inherently accessible from the beginning.
- Free and safe staff parking.
- Employer and staff education regarding trauma informed care and accessibility.
- Soft lighting.
- Soft door closing.
- Office space to limit distractions.
- Communication supports.
- Support for neurodivergence.
- Elevators and adequate seating.

**Question 9: Please list the top 3 accessibility improvements you (or the person you are assisting) want to see your municipality or the municipality you visit make:**

Colwood	<ul style="list-style-type: none"> <li>• Accessible parking, especially at events.</li> <li>• Advocacy needed for accessible parking at schools.</li> <li>• Accessible public washrooms</li> <li>• Removal of gravel and bark mulch on trails.</li> <li>• Flat and firm surfacing for trails.</li> <li>• More sidewalks</li> <li>• Wider sidewalks</li> <li>• More pedestrian crossings</li> <li>• Remove “maze gates” at local parks (entrances that include switchbacks).</li> <li>• Wheelchair access to local parks to be improved.</li> <li>• Wheelchair access to beaches to be improved.</li> <li>• Quiet spaces or covered tent at local events for neurodiverse and families to rest.</li> <li>• Have accessibility requirements built into the development and building process.</li> <li>• Signage to indicate terrain and difficulty of trails.</li> </ul>
Esquimalt	<ul style="list-style-type: none"> <li>• More sidewalks</li> <li>• Wider sidewalks</li> <li>• More bus shelters</li> </ul>
Highlands	<ul style="list-style-type: none"> <li>• Sidewalks</li> <li>• Streetlighting</li> </ul>

	<ul style="list-style-type: none"> <li>• Road markings need to be more visible.</li> <li>• Consider installation of “cat eyes” on the roads.</li> </ul>
Langford	<ul style="list-style-type: none"> <li>• Complete sidewalks</li> <li>• Accessible benches</li> <li>• Automatic doors to be mandated in community.</li> <li>• Smoother transitions and curb cuts</li> <li>• Automatic doors with adequate opening time.</li> <li>• Lights at crosswalks</li> <li>• ASL interpreters</li> <li>• Staff training for hearing technology.</li> <li>• Staff training regarding accessibility accommodations.</li> <li>• Pedestrian rolling lanes and paths.</li> <li>• Adult change stations in public washrooms</li> </ul>
Metchosin	<ul style="list-style-type: none"> <li>• Lighting at building entrances.</li> <li>• Ramps.</li> <li>• Safer bike access on roads.</li> <li>• More roadside trails that support walking, biking, and mobility assistive devices.</li> <li>• Improve accessibility to Pioneer Museum, Metchosin School.</li> <li>• Paving trails and access to farmer’s market.</li> <li>• Gravelled areas changed to smaller aggregate.</li> <li>• Sound system upgrade in Council Chambers.</li> <li>• Accessibility signage.</li> <li>• Safer street crossings.</li> <li>• Accessible parking.</li> <li>• Advocacy needed for additional bus routes and more service.</li> <li>• Upgrade museum and bookstore halls to allow wheelchair access.</li> <li>• Crosswalk installation across Happy Valley to the MyChosen Café.</li> <li>• Elevator installation in the Metchosin Arts and Cultural Centre Building.</li> <li>• Need for more housing options such as assistive housing, supportive housing, co-ops.</li> <li>• Add participation on Zoom for Council meetings.</li> </ul>
View Royal	<ul style="list-style-type: none"> <li>• Wider sidewalks.</li> <li>• Wider streets.</li> </ul>
Sooke	<ul style="list-style-type: none"> <li>• Sidewalks (need more, and wider ones).</li> </ul>

	<ul style="list-style-type: none"> <li>• Wheelchair ramps in more places.</li> </ul>
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Sidewalks are extremely important to respondents, but it should be noted that these sidewalks are needing to be made of quality materials, adequate width or oversized, and align appropriately with curb cuts and adjoining walking paths or sidewalks.

**Question 10: Do you have any additional comments or ideas for improving accessibility in our municipalities?**

Colwood	<ul style="list-style-type: none"> <li>• Consider using all forms of communication.</li> <li>• Sidewalk and bus stop maintenance during snow events is not sufficient.</li> <li>• Need for additional traffic calming in areas that do not have sidewalks.</li> <li>• More streetlighting</li> <li>• Need for more public washrooms.</li> <li>• Need for rubber surfacing in playgrounds.</li> <li>• Need for accessible park benches to be placed in shaded areas.</li> <li>• More budget for accessible retrofits.</li> <li>• Need for live captioning and ASL interpreters at municipal engagement events.</li> <li>• Install lighting at crosswalks.</li> <li>• Opportunities to work from home with flexible hours or at an adaptive workspace.</li> </ul>
Esquimalt	<ul style="list-style-type: none"> <li>• Need for more accessible parking.</li> <li>• Reduce foliage and plants near sidewalks and cut back overhangs.</li> <li>• Reduce tripping hazards on sidewalks.</li> <li>• More sidewalks</li> <li>• Connectivity for sidewalks</li> <li>• More accessible parking spaces</li> <li>• Access to sidewalks while areas are under construction.</li> <li>• Website is difficult to navigate.</li> <li>• Accessible access to beachfronts and trails</li> </ul>
Highlands	<ul style="list-style-type: none"> <li>• Accessible trails</li> <li>• More bike lanes</li> <li>• Wider road shoulders</li> </ul>

Langford	<ul style="list-style-type: none"> <li>• Publish results of Langford Station accessibility audit publicly.</li> <li>• Wish for the building code standards to be exceeded.</li> <li>• Need for advocacy to the CRD to improve the access at Atkins to the E&amp;N Trail.</li> <li>• Staff training regarding accessibility and inclusivity.</li> <li>• Boardwalks and lakefront spaces to increase accessibility.</li> <li>• Insufficient parking in downtown core.</li> <li>• Need for both wider and longer accessible parking spots.</li> <li>• Explore possibility of car free roads in downtown core.</li> <li>• Simpler reception system over the phone.</li> <li>• Need for sidewalks and crosswalks particularly on Walfred Road.</li> <li>• Need for more parks and trails in the downtown core.</li> <li>• Reports are difficult to understand and there's a need for visuals to be included.</li> <li>• Advocacy is needed to improve BC Transit service and scheduling.</li> <li>• More playgrounds are needed.</li> <li>• Universal design could be adopted in the City to be a leader.</li> <li>• Need for accessible drinking water stations for humans and their service animal companions.</li> <li>• Provide answers to questions in plain language and take time to explain concepts.</li> <li>• Reduce plants and foliage at corners so pedestrians can be seen.</li> <li>• Sidewalk access at Redington Ave to Millstream Plaza is needing to be improved.</li> <li>• Need for more walkable areas.</li> <li>• Need for engagement with seniors living in care facilities.</li> <li>• Include more part time and remote work options in the job bank on the website.</li> <li>• Need for more green spaces to promote mental and physical health.</li> <li>• Advocacy needed for BC Transit service in the area.</li> <li>• Need for additional safety measure with bike lanes.</li> <li>• More enforcement for illegal parking as it can obstruct walkways and accesses.</li> <li>• Advocacy needed for the CRD to review connections for the Galloping Goose Trail from an accessibility perspective.</li> <li>• Audio Visual in Council Chambers needs to be improved.</li> </ul>
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	<ul style="list-style-type: none"> <li>• Meeting minutes are difficult to find.</li> </ul>
Metchosin	<ul style="list-style-type: none"> <li>• Community Ambassadors to welcome newcomers.</li> <li>• Need for one information hub for accessible features located within the municipality.</li> <li>• Need for flattening and smoothing trails for ease of use with mobility assistive devices.</li> <li>• Lack of housing options may make people need to leave as downsizing or aging-in-place is not an option.</li> <li>• Need for paved or hard surfacing around municipal buildings.</li> <li>• Need for more street lighting.</li> <li>• Need for more parks, trails, and outdoor spaces to have accessible features.</li> <li>• Wish to see public engagement regarding accessible parking.</li> </ul>
View Royal	<ul style="list-style-type: none"> <li>• Increased availability of public washrooms.</li> <li>• More sidewalks.</li> <li>• Sidewalk maintenance.</li> <li>• More accessible parking spaces.</li> <li>• Separated bike lanes.</li> <li>• Clearer website.</li> <li>• Larger website font.</li> <li>• Active transportation needs an accessibility lens as not everyone can use it.</li> </ul>
Sooke	<ul style="list-style-type: none"> <li>• Wish to establish a day to celebrate people with diverse abilities.</li> <li>• Need for more automatic doors.</li> <li>• Need for single accessible washrooms with locking doors for privacy.</li> <li>• Connecting sidewalks.</li> <li>• Safer crosswalks.</li> <li>• Opportunities to work from home with flexible hours or at an adaptive workspace.</li> </ul>

General Feedback:

- Excited to apply to join the Capital West Accessibility Advisory Committee.
- Municipal advocacy needed to remove utility poles from sidewalks and walkways.
- Electric cars are very quiet and can be a hazard for those with hearing impairments.
- Municipalities could go on a “walk and roll” in their community with those with lived

experience to review challenges firsthand.

- Make use of local agencies and resources that help further accessibility in our communities.
- “Live Chat” feature to speak with municipal staff.
- Difficulty finding support or advocates within the community.
- Local government is confusing; would like opportunities to learn about it.

#### **FINANCIAL IMPLICATIONS:**

There are no financial implications associated with this report.

#### **LEGAL IMPLICATIONS:**

There are no legal implications associated with this report.

#### **OPTIONS:**

THAT the Committee:

1. Receive this report for information, and
2. Make this report available on the respective websites, and  
Forward this report to the Council’s of Colwood, Langford, Esquimalt, Sooke, Highlands, Metchosin, and View Royal for information.

**SUBMITTED BY:** Marie Watmough, Director of Legislative & Protective Services at the City of Langford and the Capital West Accessibility Advisory Committee Chair.



# City of Langford

## Special Council Minutes

**June 17, 2024, 1:00 p.m.**  
**Council Chambers**

**PRESENT:**

- Mayor S. Goodmanson
- Councillor K. Guiry
- Councillor C. Harder
- Councillor M. Morley
- Councillor L. Szpak
- Councillor M. Wagner
- Councillor K. Yacucha

**ATTENDING:**

- D. Kiedyk, Chief Administrative Officer
- B. Hutchins, Deputy Chief Administrative Officer
- M. Watmough, Director of Legislative & Protective Services
- M. Baldwin, Director of Development Services
- L. Stohmann, Director of Community Planning & Climate Change
- M. Dillabaugh, Director of Finance
- K. Balzer, Director of Engineering and Public Works
- K. Dube, Senior Manager of Information Technology and GIS
- D. Petrie, Senior Manager of Business Development and Events
- C. Aubrey, Fire Chief
- W. Robinson, Manager of Building Services
- M. Miles, Manager of Legislative Services
- W. Schoenefuhs, Parks Planning Coordinator
- B. Boisvert, Legislative Services Administrative Coordinator

**Meeting available by teleconference**

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**1. CALL TO ORDER**

Mayor Goodmanson called the meeting to order at 1:15 pm.

**2. TERRITORIAL ACKNOWLEDGEMENT**

Councillor Harder read the City of Langford's Territorial Acknowledgment.

**3. APPROVAL OF THE AGENDA**

MOVED BY: GUIRY  
SECONDED: HARDER

THAT Council approve the agenda as presented.

**Motion CARRIED.**

**4. IN CAMERA RESOLUTION**

MOVED BY: SZPAK  
SECONDED: HARDER

THAT Council close the meeting to the public pursuant to section 90 (1) e, i, k, and 90 (2) b of the *Community Charter* to consider:

- the acquisition, disposition or expropriation of land or improvements, if the council considers that disclosure could reasonably be expected to harm the interests of the municipality;
- the receipt of advice that is subject to solicitor-client privilege, including communications necessary for that purpose;
- negotiations and related discussions respecting the proposed provision of a municipal service that are at their preliminary stages and that, in the view of the council, could reasonably be expected to harm the interests of the municipality if they were held in public;
- the consideration of information received and held in confidence relating to negotiations between the municipality and a provincial government or the federal government or both, or between a provincial government or the federal government or both and a third party

**Motion CARRIED.**

**5. ADJOURNMENT**

MOVED BY: YACUCHA  
SECONDED: HARDER

THAT Council adjourn the meeting.

Mayor Goodmanson adjourned the meeting at 2:56 pm.

**Motion CARRIED.**

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Presiding Council Member

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Certified Correct - Corporate Officer





# City of Langford

## Council Minutes

June 17, 2024, 7:00 p.m.

### Council Chambers & Electronic Meeting

PRESENT:	<p>Mayor S. Goodmanson          Councillor K. Guiry          Councillor C. Harder          Councillor M. Morley          Councillor L. Szpak          Councillor M. Wagner          Councillor K. Yacucha</p>
ATTENDING:	<p>D. Kiedyk, Chief Administrative Officer          B. Hutchins, Deputy Chief Administrative Officer          M. Watmough, Director of Legislative &amp; Protective Services          M. Baldwin, Director of Development Services          L. Stohmann, Director of Community Planning &amp; Climate Change          M. Dillabaugh, Director of Finance          K. Balzer, Director of Engineering and Public Works          K. Dube, Senior Manager of Information Technology and GIS          D. Petrie, Senior Manager of Business Development and Events          M. Miles, Manager of Legislative Services          B. Boisvert, Legislative Services Administrative Coordinator</p>

**Meeting available by teleconference.**

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#### 1. CALL TO ORDER

Mayor Goodmanson called the meeting to order at 7:02 pm.

#### 2. TERRITORIAL ACKNOWLEDGEMENT

Mayor Goodmanson read the City of Langford's Territorial Acknowledgment.

Mayor Goodmanson presented a framed print and banner of the artwork created by Jeannie Chipps, to Jeannie Chipps and Chief Russ Chipps.

Mayor Goodmanson accepted a gift of artwork designed by Karver Everson and made by the students at Edward Milne Community School, presented to the City of Langford from Ren Louie.

Mayor Goodmanson presented a gift of appreciation to Ren Louie.

### 3. MEETING CONDUCT RULES

M. Watmough, Corporate Officer, read the City of Langford's meeting conduct rules.

### 4. APPROVAL OF THE AGENDA

MOVED BY: GUIRY

SECONDED: HARDER

THAT Council approve the agenda as amended, with the removal of item 10.7.

**Motion CARRIED.**

### 5. PUBLIC PARTICIPATION

#### First Time Speakers

P. Hamilton, Langford Resident - re: item 8.1.1 - The speaker expressed concerns regarding the proposed development. The speaker expressed concerns regarding the lack of accessibility and inclusiveness of the proposed development. The speaker inquired about the tree left on the property.

S. Neish, Latoria Rd - re: item 8.1.1 - The speaker read a letter from the president of the Bilston Watershed Habitat Protection Association, regarding the proposed development. The letter expressed concern regarding the negative impact the proposed development will have on Pritchard Creek.

W. Bowers, Langford Resident - re: item 9.4 - The speaker opposes a fee for Freedom of Information requests.

C. Pratt, 2038 Troon Crt - re: item 9.4 - The speaker presented information regarding their application.

R. Louie, Langford Resident - re: item 9.4 - The speaker opposes a fee for Freedom of Information requests.

M. Morton, Langford Resident - re: item 9.4 - The speaker opposes a fee for Freedom of Information requests.

B. Sahlstrom, Langford Resident - re: item 9.4 - The speaker opposes a fee for Freedom of Information requests.

M. Wignall, 2337 Selwyn Rd - re: item 9.4 - The speaker opposes a fee for Freedom of Information requests.

W. Hobbs, 3442 Luxton Rd - re: item 9.4 - The speaker opposes a fee for Freedom of Information requests.

S. Sifert, Langford Resident - re: item 9.4 - The speaker opposes a fee for Freedom of Information requests.

L. Plomp, Langford Resident - re: item 8.1.1 - The speaker expressed concerns regarding the proposed development.

J. Kosina, Langford Resident - re: item 9.5 - The speaker expressed concerns regarding the proposed application.

*At 7:48 pm., there was a motion to extend the public participation, please see the motion below.*

S. Rossander, Langford Resident - re: item 9.4 - The speaker opposes a fee for Freedom of Information requests.

D. Ferguson, Langford Resident - re: item 9.4 - The speaker opposes a fee for Freedom of Information requests.

B. Armstrong, Rodney Rd - re: item 9.4 - The speaker opposes a fee for Freedom of Information requests. re: item 8.1.1 - The speaker expressed concerns regarding the proposed development.

L. Foxall, Langford Resident - re: item 9.4 - The speaker opposes a fee for Freedom of Information inquiries.

R. Sansom, Highlands District - re: items 8.1.1 and 10.4 - The speaker stated they are available to answer any questions regarding the proposed developments.

### **Second Time Speakers**

L. Plomp, Langford Resident - The speaker expressed gratitude to Jeannie Chipps and Chief Russ Chipps for the design of the pride banner flown on Goldstream Avenue. The speaker expressed gratitude to Ren Louie for their gift of the Red Dress artwork to the City of Langford. re: item 8.1.2 - The speaker supports the Construction Impact Management Strategy. - re: item 9.4 - The speaker supports a fee for Freedom of Information inquiries. The speaker stated having more information available regarding proposed developments may lower the amount of Freedom of Information requests.

B. Armstrong, Langford Resident - The speaker expressed gratitude to Ren Louie for their gift of the Red Dress artwork to the City of Langford.

L. Foxall, Langford Resident - The speaker expressed gratitude to the Mayor for supporting a local golf charity event.

W. Hobbs, Luxton Rd - re: items 8.1.2 - The speaker looks forward to public engagement with respect to the Construction Impact Management Strategy.

M. Wignall, 2375 Selwyn Rd - re: item 9.1 - The speaker supports the expansion of Porcher Park.

P. Hamilton, Langford Resident - re: item 9.4 - The speaker supports a fee for Freedom of Information requests.

S. Sifert, Langford Resident - The speaker expressed gratitude to Jeannie Chipps and Chief Russ Chipps for the design of the pride banner flown on Goldstream Avenue. The speaker expressed gratitude to Ren Louie for their gift of the Red Dress artwork to the City of Langford.

S. Neish, Latoria Rd - re: item 8.1.1 - The speaker expressed on behalf of the president of the Bilston Watershed Habitat Protection Association, that the application should be redone.

MOVED BY: WAGNER

SECONDED: YACUCHA

THAT Council at 7:48 pm. extend the public participation for thirty minutes or until all speakers have spoken, whichever comes first.

**Motion CARRIED.**

## 6. CONSENT AGENDA

Minutes of the Community Advisory Committee Meeting - May 28, 2024 (RECEIVE)

Minutes of the Council Meeting - June 3, 2024 (ADOPT)

Minutes of the Sustainable Development Advisory Committee Meeting - June 10, 2024 (RECEIVE)

MOVED BY: HARDER

SECONDED: YACUCHA

THAT Council adopt the recommendations for each item of the Consent Agenda as presented.

- Minutes of the Community Advisory Committee Meeting - May 28, 2024 (RECEIVE)
- Minutes of the Council Meeting - June 3, 2024 (ADOPT)
- Minutes of the Sustainable Development Advisory Committee Meeting - June 10, 2024 (RECEIVE)

**Motion CARRIED.**

## 7. CONSIDERATION OF MATTERS REMOVED FROM THE CONSENT AGENDA

None were removed.

## 8. COMMITTEE RESOLUTIONS

### 8.1 Sustainable Development Advisory Committee Meeting Resolutions - June 10, 2024

- 8.1.1 Application to Rezone 775 Latoria Road from the Rural Residential 2 (RR2) to the Residential Townhouse 1 (RT1) Zone to allow for approximately 33 Townhomes.

MOVED BY: SZPAK

SECONDED: GUIRY

THAT Council:

1. Direct Staff to prepare a bylaw to amend the zoning designation of the properties located at 775 Latoria Drive from RR2 to RT1, subject to the following terms and conditions:

- a. That the applicant provides, **as a bonus for increased density**, the following contributions per dwelling unit, **prior to the issuance of a building permit approval**:
  - i. \$610 towards the Affordable Housing Reserve Fund; and
  - ii. \$3,660 towards the General Amenity Reserve Fund;
- b. That the applicant, **prior to Bylaw Adoption**, registers a Section 219 covenant in priority of all other charges on title, that agrees to the following:
  - i. That the following will be provided and implemented to Bylaw No. 1000 standards to the satisfaction of the Director of Engineering, prior to the issuance of a building permit:
    1. Full frontage improvements; and
    2. A storm water management plan.
  - ii. That the following will be provided and implemented to Bylaw No. 1000 standards to the satisfaction of the Director of Engineering prior to any land alteration:
    1. A comprehensive geotechnical plan;
    2. A construction parking management plan; and
    3. A mitigation plan.
  - iii. That a separate covenant be registered prior to the registration of a strata plan for the proposed development agreeing that the garages are to be used for the parking of vehicles and not the storage of items preventing the parking of vehicles therein, in favour of the strata.
  - iv. That the project shall be constructed with electric heat pumps, to the satisfaction of the Chief Building Inspector;
  - v. That the project shall be constructed to Step 4 of the BC Building Code, to the satisfaction of the Chief Building Inspector;
  - vi. That all concrete used on-site will utilize ready-mix concrete that meets or exceeds the weighted average Global Warming Potential targets based on Concrete BC Baseline (average) mix data, and that prior to the issuance of a Building Permit the applicant shall provide a Type III Environmental Product Declaration that is 3<sup>rd</sup> party verified specifying the total Global Warming Potential value and confirming that the proposed development meets the requirements of Low Carbon Concrete Policy POL-0167-PLAN;

- vii. Acknowledge that the site is in proximity to agricultural uses the South Vancouver Island gun range, and that these uses may create general noise, odour, and other nuisances, and agree that the owner and all future owners assume all risk and annoyance of such nuisances;
- viii. That the lot provides at least 28% open space, of which at least 17.5% is dedicated to the City as Park, and the remainder amount is retained as strata common property, to be protected in a non-disturbance covenant, prior to the issuance of a building permit, to the satisfaction of the Director of Parks, Recreation, and Facilities; and
- ix. That tree protection measures, inclusive of tree protection fencing, outlined within the arborist report prepared by Capital Tree Service Inc. dated October 27, 2023, are implemented prior to commencement of work on site to protect the trees identified for retention in the arborist report throughout the construction period, to the satisfaction of the Director of Development Services;

AND

2. That Council retains the non-disturbance covenant EPP78535 on Urban Rise, but allows the tree removal, re-grading, and re-landscaping of the areas, subject to the work being supervised by the project biologist, to the satisfaction of the Director of Development Services.

AND

3. Direct Staff to include within the bylaw an allowance to utilize General Amenity Fund contributions towards the installation of sidewalk beyond the frontage of 775 Latoria Road, connecting to the crosswalk at Autumn Lane, to the satisfaction of the Director of Engineering.

**Motion CARRIED.**

#### 8.1.2 Construction Impact Management Strategy

MOVED BY: WAGNER

SECONDED: SZPAK

THAT Council direct staff to proceed with community engagement with respect to concerns and priorities around the Construction Impact Management Strategy, and report back to Council once complete;

AND

THAT Council direct staff to formulate a facilitative focus group of key partners to better understand how bylaw amendments or new bylaws related to construction impact management strategy and good neighbor policy could accommodate growth development and business operations, in such a way that

is reasonably livable for neighbouring residents and report back to Council with results in future bylaw staff reports.

**Motion CARRIED.**

Councillor Harder opposed.

## 9. REPORTS

### 9.1 Porcher Park Additional Land Dedication

MOVED BY: MORLEY  
SECONDED: HARDER

THAT Council direct staff to execute the documents required to dedicate the parcels with the civic addresses of 851 Brock Avenue, 826 and 830 Wren Place as Park and consolidate these lands with the existing Porcher Park.

**Motion CARRIED.**

### 9.2 Statement of Financial Information 2023

MOVED BY: YACUCHA  
SECONDED: HARDER

THAT Council approve the 2023 Statement of Financial Information.

**Motion CARRIED.**

### 9.3 Appointment of Municipal Officers and Amendment to Bylaw No. 1880

Regarding the appointment of Melisa Miles, Manager of Legislative Services as Deputy Corporate Officer:

MOVED BY: HARDER  
SECONDED: GUIRY

THAT Council appoint Melisa Miles, Manager of Legislative Services as Deputy Corporate Officer.

**Motion CARRIED.**

Regarding City of Langford Officers Bylaw No. 1880, Amendment 1, Bylaw No. 2114, 2024:

MOVED BY: HARDER  
SECONDED: WAGNER

THAT Council consider giving first, second, and third reading to City of Langford Officers Bylaw No. 1880, Amendment 1, Bylaw No. 2114, 2024 as presented.

**Motion CARRIED.**

Regarding the appointment of Robert Dykstra from Deputy Approving Officer to Approving Officer:

MOVED BY: HARDER  
SECONDED: GUIRY

THAT Council appoint Robert Dykstra, Senior Planner and Deputy Approving Officer be appointed as the Approving Officer for the City of Langford.

**Motion CARRIED.**

Regarding the appointment of Matthew Baldwin as Deputy Approving Officer:

MOVED BY: HARDER  
SECONDED: WAGNER

THAT Council appoint Matthew Baldwin as a Deputy Approving Officer for the City of Langford.

**Motion CARRIED.**

Regarding the appointments of the Licence Inspector and Deputy Licence Inspector:

MOVED BY: HARDER  
SECONDED: GUIRY

THAT Council appoint the Director of Development Services as the Licence Inspector and the Manager of Community Safety and Municipal Enforcement as the Deputy Licence Inspector for the City of Langford.

**Motion CARRIED.**

9.4 Update on Freedom of Information Requests

MOVED BY: SZPAK  
SECONDED: MORLEY

THAT Council direct staff to amend the City of Langford Freedom of Information Bylaw No. 1925, 2020, to include a ten-dollar (\$10.00) application fee for all FOI requests.

AND

Direct staff to continue to monitor the situation and bring back a further report if the trend continues upward.

**Motion CARRIED.**

Mayor Goodmanson, Councillors Wagner and Guiry opposed.



9.5 DVP23-007 - Reconsideration of 2038 Troon Crt

*Councillor Harder left the meeting at 9:06 pm. due to a perceived conflict of interest with item 9.5 due to a personal relationship with the applicant.*

MOVED BY: YACUCHA

SECONDED: GUIRY

THAT Council direct staff to provide notice that Council will consider issuing a Development Variance Permit for the property at 2038 Troon Court with the following variances to Zoning Bylaw No. 300:

- a. That Section 3.05.02(5) be varied to reduce the minimum side lot line setback for an accessory building from 1.0m to 0.72m;
- b. That Section 3.05.01(8) be varied to reduce the setback required for the eaves of the accessory building from 0.45m to 0.36m; AND
- c. That Section 6.95.05 be varied to allow an accessory building to be located within the rear yard that abuts a golf course.

Subject to the following terms and conditions:

- i. That the variances pertain only to the existing structure;
- ii. That the applicant shall include screening plantings between the shed and the property line, to the satisfaction of the Director of Development Services; AND
- iii. That the second accessory shed on the property be removed.

**Motion DEFEATED.**

Mayor Goodmanson, Councillors Morley and Wagner opposed.

*Councillor Harder returned to the meeting at 9:10 pm.*

## 10. BYLAWS

10.1 BYLAW NO. 2114

"City of Langford Officers Bylaw No. 1880, 2021, Amendment No. 1, Bylaw No. 2114, 2024". (FIRST, SECOND AND THIRD READINGS)

MOVED BY: SZPAK

SECONDED: GUIRY

THAT Council give Bylaw No. 2114 first, second and third readings.

**Motion CARRIED.**

10.2 BYLAW NOS. 2155 & 2160

"Langford Zoning Bylaw, Amendment No. 711 (Omnibus No. 64 – Provincial Government Housing Statutes: Transit-Oriented Areas), Bylaw No. 2155, 2024". (ADOPTION)

AND

"TRANSIT-ORIENTED AREA Bylaw No. 2160, 2024". (ADOPTION)

MOVED BY: YACUCHA

SECONDED: HARDER

THAT Council adopt Bylaw Nos. 2155 and 2160.

**Motion CARRIED.**

10.3 BYLAW NO. 2166 (Background Report Attached)

"Langford Zoning Bylaw, Amendment No. 718 (824, 832, 838 Goldstream Avenue), Bylaw No. 2166, 2024". (ADOPTION)

MOVED BY: YACUCHA

SECONDED: WAGNER

THAT Council adopt Bylaw No. 2166.

**Motion CARRIED.**

10.4 BYLAW NO. 2174

"Langford Zoning Bylaw, Amendment No. 724 (2691 Sooke Road), Bylaw No. 2174, 2024". (FIRST, SECOND AND THIRD READINGS)

MOVED BY: YACUCHA

SECONDED: SZPAK

THAT Council give Bylaw No. 2174 first, second and third readings.

**Motion CARRIED.**

10.5 BYLAW NO. 2183

"Langford Zoning Bylaw, Amendment No. 726 (Omnibus No. 65 – Small-Scale Multi-Unit Housing), Bylaw No. 2183, 2024". (ADOPTION)

MOVED BY: GUIRY

SECONDED: YACUCHA

THAT Council adopt Bylaw No. 2183.

**Motion CARRIED.**

10.6 BYLAW NO. 2185

"City of Langford Housing Agreement (2772 Vantilburg Crescent) Bylaw No. 2185, 2024". (ADOPTION)

MOVED BY: GUIRY

SECONDED: HARDER

THAT Council adopt Bylaw No. 2185.

**Motion CARRIED.**

**11. ADJOURNMENT**

MOVED BY: YACUCHA

SECONDED: HARDER

THAT Council adjourn the meeting.

Mayor Goodmanson adjourned the meeting at 9:16 pm.

**Motion CARRIED.**

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Presiding Council Member

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Certified Correct - Corporate Officer



# City of Langford

## Special Council Minutes

June 25, 2024, 4:00 p.m.

Council Chambers & Electronic Meeting

PRESENT:	Mayor S. Goodmanson Councillor K. Guiry Councillor C. Harder Councillor M. Wagner Councillor K. Yacucha
ABSENT:	Councillor M. Morley Councillor L. Szpak
ATTENDING:	D. Kiedyk, Chief Administrative Officer B. Hutchins, Deputy Chief Administrative Officer M. Watmough, Director of Legislative & Protective Services M. Baldwin, Director of Development Services L. Stohmann, Director of Community Planning & Climate Change M. Dillabaugh, Director of Finance K. Bowbyes, Deputy Director of Engineering and Public Works M. Miles, Manager of Legislative Services D. Petrie, Senior Manager of Business Development and Events L. Zetaruk, Analyst W. Schoenefuhs, Parks Planning Coordinator N. Johnston, Legislative Services Administrative Coordinator

Meeting available by teleconference

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**1. CALL TO ORDER**

Mayor Goodmanson called the meeting to order at 4:00 pm.

**2. TERRITORIAL ACKNOWLEDGEMENT**

Councillor Guiry read the City of Langford's Territorial Acknowledgment.

**3. MEETING CONDUCT RULES**

M. Watmough, Corporate Officer, read the City of Langford's meeting conduct rules.

**4. APPROVAL OF THE AGENDA**

MOVED BY: HARDER  
 SECONDED: GUIRY

THAT Council approve the agenda as presented.

**Motion CARRIED.**

## 5. PUBLIC PARTICIPATION

Mayor Goodmanson opened Public Participation at 4:03pm

W. Hobbs, Langford Resident - Item 6.1 - Speaker noted that more could be done for public engagement, transparency, and good governance as outlined in Council's Strategic Plan. Speaker wished to see the meeting held later in the day. Speaker wished to see more enforcement for truck routes from City Bylaw Enforcement. Speaker wished to see additional thought for sidewalks throughout the community. Speaker noted disappointment with a lack of public engagement regarding the document.

L. Foxall, Langford Resident - Item 6.1 – Speaker wished to see the meeting held later in the day. Speaker expressed disappointment with the content of the report. Speaker expressed disappointment with the PFC Contract term length. Speaker expressed thanks for the Post Secondary Facility currently under construction. Speaker expressed concern YMCA business case. Speaker expressed concern with the relationship between tax increases and affordable housing. Speaker noted that out of town conferences are expensive for the City. Speaker noted an increase in RCMP calls. Speaker noted the Freedom of Information request fee does not increase open and transparent government. Speaker expressed thanks for the new all-weather field coming to the new high school.

Mayor Goodmanson closed Public Participation at 4:08 pm.

## 6. REPORTS

### 6.1 2023 Annual Report

D. Kiedyk, Chief Administrative Officer provided an overview of the 2023 Annual Report.

Mayor Goodmanson opened the floor to questions and comments from Council.

MOVED BY: HARDER  
 SECONDED: YACUCHA

THAT Council approve the 2023 Annual Report as presented.

**Motion CARRIED.**

## 7. IN CAMERA RESOLUTION

MOVED BY: HARDER  
 SECONDED: YACUCHA

THAT Council close the meeting to the public pursuant to Section 90 (1)(a) of the *Community Charter* to consider:

- personal information about an identifiable individual who holds or is being considered for a position as an officer, employee or agent of the municipality or another position appointed by the municipality.

**Motion CARRIED.**

**8. ADJOURNMENT**

MOVED BY: HARDER  
SECONDED: YACUCHA

THAT Council adjourn the meeting at 4:43 pm.

**Motion CARRIED.**

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Presiding Council Member

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Certified Correct - Corporate Officer



# City of Langford

## Sustainable Development Advisory Committee Minutes

July 8, 2024, 7:00 p.m.

Council Chambers & Electronic Meeting

PRESENT: Councillor M. Wagner - Acting Chair V. Dumitru  
Councillor L. Szpak - Remote B. Gordon  
Councillor K. Guiry K. Nentwig - Remote

ABSENT: M. McNaughton

ATTENDING: M. Baldwin, Director of Development Services M. Miles, Manager of Legislative Services  
K. Balzer, Director of Engineering and Public Works L. Zetaruk, Analyst  
M. Watmough, Director of Legislative and Protective Services N. Johnston, Legislative Services Administrative Coordinator

Meeting available by teleconference.

### 1. CALL TO ORDER

Councillor Szpak, Chair of the Sustainable Development Advisory Committee attended the meeting virtually. As a result, Councillor Wagner, Vice-Chair, assumed the role of the Chair.

The Acting Chair called the meeting to order at 7:00 pm.

### 2. TERRITORIAL ACKNOWLEDGEMENT

Councillor Guiry read the City of Langford's Territorial Acknowledgment.

### 3. MEETING CONDUCT RULES

M. Miles, Manager of Legislative Services, read the City of Langford's meeting conduct rules.

### 4. APPROVAL OF THE AGENDA

MOVED BY: GORDON

SECONDED: GUIRY

THAT the Committee approve the agenda as presented.

**Motion CARRIED.**

### 5. ADOPTION OF THE MINUTES

5.1 Sustainable Development Advisory Committee Minutes - June 10, 2024

MOVED BY: GUIRY  
 SECONDED: GORDON

THAT the minutes of the Sustainable Development Advisory Committee meeting held June 10, 2024, be adopted as presented.

**Motion CARRIED,**

## 6. REPORTS

### 6.1 3321 Luxton Road Rezoning Application

M. Baldwin, Director of Development Services provided an overview of the application.

M. Mahovlich, Applicant provided a presentation to the Committee.

The Acting Chair opened the floor to questions and comments from the Committee. M. Baldwin, Director of Development Services, K. Balzer, Director of Engineering and Public Works, M. Watmough, Director of Legislative and Protective Services, and M. Mahovlich, Applicant responded.

The Acting Chair opened the floor to questions and comments from the public. M. Baldwin, Director of Development Services, K. Balzer, Director of Engineering and Public Works, and M. Mahovlich, Applicant responded.

MOVED BY: GUIRY  
 SECONDED: DUMITRU

THAT the Sustainable Development Advisory Committee recommend that Council:

1. Proceed with consideration of First, Second, and Third Reading of Bylaw No. 2180 to amend the zoning designation of the properties located at 3321 Luxton Road from RR2 to RM2A, after the notification process has been completed, and subject to the following terms and conditions:
  - a. That the applicant provides, **as a bonus for increased density**, the following contributions per dwelling unit, **prior to the issuance of a building permit**:
    - i. \$610 towards the Affordable Housing Reserve Fund; and
    - ii. \$3,660 towards the General Amenity Reserve Fund;
  - b. That the applicant registers, **prior to Bylaw Adoption**, a road dedication plan dedicating 2.25m of land along Luxton Road, 3.5m along Brown Road, and 3.0m along Piper Road to the satisfaction of the Director of Engineering;
  - c. That the applicant, **prior to Bylaw Adoption**, registers a Section 219 covenant in priority of all other charges on title, that agrees to the following:
    - i. That the following will be provided and implemented to Bylaw No. 1000 standards to the satisfaction of the Director of Engineering prior to the issuance of a building permit:
      1. Full frontage improvements; and



2. A storm water management plan.
- ii. That the following will be provided and implemented to Bylaw No. 1000 standards to the satisfaction of the Director of Engineering prior to any land alteration:
    1. A mitigation plan;
    2. A construction parking and deliveries management plan; and
    3. An erosion and sediment control plan.
  - iii. That interim road paving with crown and water control is completed by the developer on the north side of Brown Road, to the satisfaction of the Director of Engineering.
  - iv. That electric heat pumps are installed in the townhouse units.
  - v. That all concrete used on-site will utilize ready-mix concrete that meets or exceeds the weighted average Global Warming Potential targets based on Concrete BC Baseline (average) mix data, and that prior to the issuance of a Building Permit the applicant shall provide a Type III Environmental Product Declaration that is 3<sup>rd</sup> party verified specifying the total Global Warming Potential value and confirming that the proposed development meets the requirements of Low Carbon Concrete Policy POL-0167-PLAN;
  - vi. That a separate covenant is registered, prior to issuance of a building permit, that agrees to the following:
    1. That the owner agrees that the garages are to be used for the parking of vehicles and not the storage of items preventing the parking of vehicles therein, in favour of the strata;
    2. That the strata be responsible for maintaining the boulevard landscaping from the back of the sidewalk with the exception of boulevard trees; and
    3. That the owner acknowledges that the site is located in proximity to agricultural uses and the South Vancouver Island Gun Range, and that these uses may create general noise, odours, and other nuisances, and agree that the owner and all future owners assume all risk and annoyance of such nuisances.

AND

2. If required to accommodate the installation of the BC Hydro infrastructure, delegate the authority to issue the required setback variance within the Form and Character Development Permit, provided that the proposal remains in substantial accordance with what has been demonstrated on the site plan attached to this report.

**Motion CARRIED.**

6.2 2787 Lakeview Terrace Amenity Amendment

M. Baldwin, Director of Development Services provided an overview of the application.

R. Sansom, Applicant provided a presentation to the Committee.

The Acting Chair opened the floor to questions and comments from the Committee. M. Baldwin, Director of Development Services, K. Balzer, Director of Engineering and Public Works, and R. Sansom, Applicant responded.

The Acting Chair opened the floor to questions and comments from the public. M. Baldwin, Director of Development Services, K. Balzer, Director of Engineering and Public Works, and R. Sansom, Applicant responded.

MOVED BY: GORDON

SECONDED: DUMITRU

THAT the Sustainable Development Advisory Committee recommend that Council:

1. Proceed with consideration of First, Second, and Third Reading of Bylaw No. 2188 to amend the amenity contributions for the property located at 2787 Lakeview Terrace, after the notification process has been completed, and subject to the following terms and conditions:
  - a. That the applicant provides, in lieu of the amenity contributions outlined in section 6.53.03(2)(b) of Zoning Bylaw No. 300, **as a bonus for increased density**, the following contributions per dwelling unit beyond the permitted density of three residential units, **prior to the issuance of a building permit**:
    - i. \$610 towards the Affordable Housing Reserve Fund; and
    - ii. \$3,660 towards the General Amenity Reserve Fund;
  - b. That the applicant, **prior to Bylaw Adoption**, registers a Section 219 covenant in priority of all other charges on title, that agrees to the following:
    - i. That electric heat pumps will be installed in all townhouse units;
    - ii. That all concrete used on-site will utilize ready-mix concrete that meets or exceeds the weighted average Global Warming Potential targets based on Concrete BC Baseline (average) mix data, and that prior to the issuance of a Building Permit the applicant shall provide a Type III Environmental Product Declaration that is 3<sup>rd</sup> party verified specifying the total Global Warming Potential value and confirming that the proposed development meets the requirements of Low Carbon Concrete Policy POL-0167-PLAN;
    - iii. That a separate covenant be registered prior to issuance of a building permit for the proposed development agreeing that the garages are to

be used for the parking of vehicles and not the storage of items preventing the parking of vehicles therein, in favour of the strata.

**Motion CARRIED.**

**7. ADJOURNMENT**

MOVED BY: GUIRY  
SECONDED: GORDON

THAT the July 8, 2024 Sustainable Development Advisory Committee meeting adjourn at 8:31pm.

**Motion CARRIED.**

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Presiding Council Member

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Certified Correct - Corporate Officer



City of Langford

# Staff Report to Sustainable Development Advisory Committee

**DATE:** Monday, July 8, 2024

**DEPARTMENT:** Planning

**APPLICATION NO.:** Z24-0003

**SUBJECT:** Bylaw No. 2180 – Application to Rezone 3321 Luxton Road from the Rural Residential 2 (RR2) to Attached Housing (RM2A) to allow the development of approximately 20 townhouse units.

## EXECUTIVE SUMMARY:

Michelle Mahovlich of M4 Consulting and Project Management has applied on behalf of John and Jeanine Dodds to rezone 3321 Luxton Road from Rural Residential 2 (RR2) to Attached Housing (RM2A) zone to allow for the development of approximately 20 townhouse units across 5 blocks. The proposal includes road dedication along Luxton, Brown, and Piper Roads.

## BACKGROUND:

### PREVIOUS APPLICATIONS

There have been no previous planning applications for this property.

**Table 1: Site Data**

<i>Applicant</i>	Michelle Mahovlich	
<i>Owner</i>	John Dodds, Jeanine Dodds	
<i>Civic Address</i>	3321 Luxton Road	
<i>Legal Description</i>	LOT 26, BLOCK 3, SECTION 87, METCHOSIN DISTRICT, PLAN 1718, PID 007-069-332	
<i>Size of Property</i>	3,936 m <sup>2</sup> (0.973 ac)	
<i>DP Areas</i>	Riparian	
<i>Zoning</i>	Existing: RR2	Proposed: RM2A
<i>OCP Designation</i>	Existing: Neighbourhood	Proposed: Neighbourhood

### SITE AND SURROUNDING AREA

The subject property is located south of Sooke Road, on the corner of Luxton Road and Brown Road. The parcel is flat in nature and contains an established single-family dwelling, multiple accessory structures, as well as a few small trees throughout the site. An arborist report has been submitted for the property and will be discussed later in this report. It should be noted that the subject property is not located within, or adjacent to, the Agricultural Land Reserve (ALR), although the property to the south is currently used for small farm operation, and more farmland within the ALR is located approximately 300 meters south of the subject site. Although the majority of the properties to the north are larger estate lots, the area has experienced densification to the east and south in the last decade, which is evident in Figure 1 below.

To the west of the subject site, Pacific Ridge Business Centre is under development which will support small scale industrial activity and is anticipated to offer services as well as potential employment opportunities. Chidlow Park playground and Luxton Baseball Park are located within 100m of the subject site. The Luxton Fairgrounds are also located approximately 100m away from the site and offer a variety of family-oriented events throughout the year. The Galloping Goose Regional Trail is located approximately 150 meters east of the site, with an access point at Marwood Avenue. Happy Valley Elementary School is located approximately 300 meters away from the site. School District No. 62 has been made aware of this application such that they can consider the proposed increase in density in this area as part of their long-range facility planning.

The proposed development is also located within 800 meters of a Controlled Access Highway under the jurisdiction of the Ministry of Transportation and Infrastructure (MoTI) and is therefore subject to their review and approval. During the referral stage of the application, MoTI has not identified any concerns with the proposal and indicated that they have no objection to the proposal in principle.

**Figure 1: Subject Property and Surrounding Neighbourhood**



**Table 2: Surrounding Land Uses**

	<b>Zoning</b>	<b>Use</b>
<i>North</i>	One- and Two-Family Residential (R2) Rural Residential 2(RR2) Heavy Industrial (M3)	Single-family residential, light industrial operation under a Temporary Use Permit
<i>East</i>	Comprehensive Development -Hazelwood/Luxton (CD14)	Small lot single-family residential
<i>South</i>	Rural Residential 2 (RR2) Residential Small Lot (RS1)	Residential & small farming operation, small lot single-family residential
<i>West</i>	Business Park 2A – Sooke Road West (BP2A)	Industrial buildings under construction

**COMMENTARY:**

**DEVELOPMENT PROPOSAL**

As noted above, the applicant is proposing to rezone the subject property from RR2 (Rural Residential 2) to RM2A (Attached Housing) to allow for approximately 20 townhouse units within five identical blocks. The applicant has indicated that they chose RM2A zone to remain consistent with the zoning already present in the area (development to the south). The existing established single-family dwelling and accessory structures are not proposed to be retained as part of the proposal. The proposed site plan can be seen below as Figure 2.

**Figure 2: Proposed Site Plan**



As per the site plan, access for each townhouse unit will be off of Brown Road. Each proposed townhouse block is comprised of four units and is three storeys in height. The ground level features single-wide double car garages and two storeys of living space above, large enough to accommodate 3-bedroom layouts, making them suitable for families with children and other larger household types.



Each unit contains three parking spaces, consisting of two tandem spaces inside the garage, and another space in the driveway. This exceeds the two parking spaces required by the Zoning Bylaw No. 300. The applicant is also proposing a total of 7 visitor parking spaces along Piper Road, which exceeds the bylaw minimum of 4 visitor spaces. To remain consistent with townhouse developments that have been recently rezoned, Council may wish to require that garages are to be used for parking of vehicles and not the storage of items in a manner that would prevent utilization of the garage space for parking purposes. This requirement should be secured through a Section 219 Covenant prior to Bylaw Adoption, in favour of the strata, so that they are responsible for enforcing the covenant instead of the City.

In a similar manner, Council may wish to secure a requirement of mandating the use of heat pumps for heating and cooling, to remain consistent with recent rezoning applications.

The applicant has submitted a conceptual rendering of their proposal to better articulate the design and site layout, as it will be seen from the northeast corner of Brown Road, across the road from the proposed development (Figure 3).

**Figure 3: Rendering of the Proposed Townhouse Development as seen from Brown Road**



The buildings have a West-Coast traditional style. The primary materials proposed are Hardie plank, Hardie board and batten, and Hardie shingles in neutral monochromatic tones. The final design, including finishing materials selection, will be secured through the Form and Character Development Permit.

Each unit contains approximately 44m<sup>2</sup> to 61m<sup>2</sup> of ground level private open space in a fenced rear yard for the private use of the residents of each townhome. 11.28% of common amenity area is proposed in the western portion of the subject site, abutting Luxton Road, which exceeds the 5% open space required by the Design Guidelines for a townhouse development. The proposed common open space does not have any infrastructure for the use of the strata residents but does provide some robust landscaping for their enjoyment. This also adds to the beautification along the relatively busy municipal road. The applicant will also be required to install a 1.8m privacy fence along all property lines that do not face the highway to screen the development from adjacent neighbouring properties. For the lot lines abutting a highway, privacy fencing is not to exceed 1.2m and is required to provide less than complete visual screening. Despite this, fences abutting a highway that are at least 1.8m to the rear building line are permitted to exceed 1.2m but may not exceed 1.8m. Given this, the fence along Luxton Avenue will not exceed 1.2m, making the landscaping visible from the street, and the rear yards and lot line abutting Piper Road would be properly screened with a 1.8m solid fence providing privacy to the residents.

**Table 3: Proposal Data**

	<b>Permitted by RR2 (Current Zoning)</b>	<b>Permitted by RM2A (Proposed Zoning)</b>	<b>Proposed by Rezoning Application</b>
<i>Height</i>	10.5 m	3 storeys	3 storeys
<i>Site Coverage</i>		45%	40.13%
<i>Front Yard Setback (Luxton)</i>	7.5m	5.5m	6.01m
<i>Interior Side Yard Setback</i>	3m	7.5m or 3m	7.5m
<i>Exterior Side Yard Setback (Brown)</i>	3m (5.5m for garages)	5.5m	5.50m
<i>Rear Yard Setback (Piper)</i>	10m	7.5m or 3m	5.95m
<i>Vehicle Parking Requirement</i>	2 parking spaces per unit	2 parking spaces per unit (40 total) + 4 visitor stalls	3 parking spaces per dwelling unit (60 total) + 7 visitor stalls
<i>Bicycle Parking Requirement</i>	N/A	1 per dwelling unit	1 per dwelling unit

#### Variiances

As indicated in the Table 3 above, the applicant is not seeking any variiances for their proposal at this time. However, it must be noted that variiances from either the front (Luxton Road), exterior side (Brown Road), or rear (Piper Road) property line may be required to accommodate installation of pad mounted transformer(s) required to service the subject site. Currently, the final location of the infrastructure is unknown as the location is typically finalized at the detailed servicing design drawings review. Depending on the future direction of BC Hydro, the transformers may be required to be located within the Road Right of Way. In this case, minor adjustments to the road dedication may be required; the



typical design in this scenario includes notch outs to accommodate the transformers within the road allowance. Although installation of servicing and utility infrastructure is not subject to setback regulations, the potential change to the lot line may result in non-compliance with the setback regulations for the townhome blocks. If Council has no objection, they may wish to delegate the authority to grant a setback variance in this particular scenario to the Director of Development Services in the Form and Character Development Permit. Council may wish to note that the design is expected to remain consistent with what is shown, and a variance would only be required in the case that pad mounted transformers are not permitted to be located on the private property within a Statutory Right of Way.

#### Arborist Report and Landscaping

As noted previously, the applicant has provided an arborist report pertaining to the property, and it is attached to the report for reference. The arborist assessed all on-site trees as well as on the properties immediately abutting the subject site for trees that could potentially be impacted by the proposal. The report identifies that 6 small and medium diameter trees on the subject property will need to be removed to accommodate this proposal, namely two fruit trees, two spruce trees, one maple, and one small cypress.

Council may wish to note that the landscaping concept plan demonstrates 10 trees to be planted on site, in addition to some ornamental shrubs. Among the proposed species are Bigleaf maple, Starlight dogwood, Douglas fir, and Scarlet Oak. The exact species and location will be confirmed at the time of Development Permit, but the number of trees planted is expected to remain consistent with the number provided within the landscaping concept plan.

The Parks Department has indicated that cash-in-lieu of boulevard trees would be required for Luxton, Brown, and Piper Roads. As the proposal is showing some extensive landscaping on private property along Luxton Road, as well as trees along Brown and Piper Roads, Parks and Engineering Departments did not deem it appropriate to have overlapping irrigation systems and a Statutory Right of Way for municipal trees when a similar outcome can be achieved through a single landscaping design and maintenance arrangement. Council should note that the landscaping plan will be secured through the Form and Character Development Permit, which will provide assurance that trees will be maintained in accordance with the plan in perpetuity, as any changes to the landscaping plan would be subject to the approval of the Director of Development Services through a Development Permit amendment.

#### MULTI-MODAL NETWORK

##### FRONTAGE IMPROVEMENTS

The applicant is proposing to dedicate road along Luxton Road, Brown Road, and Piper Road in the amounts of 2.25m, 3.5m, and 3.0m respectively. The Director of Engineering has reviewed and approved the preliminary frontage drawing for this proposal. The Director of Engineering has noted that full

frontage improvements to Bylaw No. 1000 standards will be required along Luxton, Brown, and Piper Roads, including but not limited to:

Luxton Road - 2.25 meters of road dedication is required, which is to facilitate a 1.8m wide concrete sidewalk and scallop parking. The existing bike lane is to be maintained.

Brown Road - 3.5 meters of road dedication to create a two-way road with no street parking opportunity. The south side of Brown Road is to have streetlights with the north side of Brown Road to provide a sidewalk with future development.

Piper Road - 3.0 meters of road dedication is required to facilitate a 1.8m concrete sidewalk and streetlights where viable. Piper Road is to remain one way with vehicles travelling northbound.

Access to the site is crucial for the future viability of the development. Currently, the segment of Brown Road immediately north of the subject site functions as a fire lane, with a gate restricting vehicular traffic near the intersection of Brown and Piper Road. The proposed 3.5 meter road dedication along Brown Road aims to create a R18 road cross-section seen to the east of the site. This will allow through traffic and provide access for development residents. To facilitate this improvement, the Director of Engineering requires the developer to provide interim road paving with a crown and water control on the north side of Brown Road. This requirement will be secured through a Section 219 Covenant prior to Bylaw Adoption. Additionally, the Parks Department has requested a Section 219 Covenant to ensure the owner maintains boulevard landscaping from the back of the sidewalk.

#### PEDESTRIAN, CYCLING AND MOTORIST NETWORK

As mentioned, the development will include significant improvements to Brown Road, which will open this previously unavailable segment of the municipal road to through traffic. Given this, although the applicant is proposing additional density, it is not expected to negatively impact the existing road infrastructure in the neighbourhood, but rather will help alleviate some of the vehicular strain on existing road infrastructure by providing another through access to Luxton Road. The Director of Engineering has noted that no Traffic Impact Assessment is necessary for the proposed development.

Bike lanes exist on both sides of Luxton Road, Happy Valley Road, and Sooke Road, providing bicycle access to the downtown core and beyond. The Galloping Goose Trail is also within 150 meters from the subject site, offering cycling connections throughout the Greater Victoria region.

There are a few bus stops within a walking distance of a development site, mainly two bus stops along Happy Valley Road serviced by routes 48, 52, 55, and 64, as well as bus stops at the intersection of Sooke Road and Chidlow Connector Road and the intersection of Sooke Road and Penwood Road, both serviced by route 61. Route 48 offers service to and from downtown Victoria during peak commuting hours. Route 52 runs throughout the day to provide service between the Colwood Exchange and Bear Mountain. Route 55 offers connection to Langford Exchange which in turn offers transfers to many other routes, including Blink Rapid Line 95, a key commuting service into downtown Victoria. Route 64 travels from Langford

Exchange to Sooke Town Centre via Happy Valley Road. Route 61 operates in an east-west direction between the District of Sooke and the Victoria Downtown Core, primarily travelling along Sooke Road.

**Figure 4: Ortho Map Showing Bike Lanes (purple lines), Sidewalks (pink lines), Trails (orange lines), and Bus Stops (blue icons):**



## INFRASTRUCTURE

### STORMWATER MANAGEMENT

The applicant will be required to provide a stormwater management plan to the satisfaction of the Director of Engineering prior to the issuance of a building permit. As part of their rezoning application, the applicant has submitted a stormwater technical memo prepared by an Engineer outlining how they plan to adequately manage stormwater on-site. This memo has been reviewed and approved by the Director of Engineering.

### SEWERS

A sewer main exists along Brown Road and a connection from the townhomes to this low-pressure sewer would be required. Any improvements, extensions, or modifications needed to the sewer main within the municipal road right-of-way will be completed by West Shore Environmental Services at the applicant's expense. West Shore Environmental Services has indicated that the development will be required to provide a future gravity connection at Luxton Road sewer once it becomes available.

### POTENTIAL NUISANCES

As has been past practice in this neighbourhood, Council may wish to require the applicant to provide a Section 219 Covenant registered on title prior to Bylaw Adoption that notifies future landowners of the variety of agricultural uses and the South Vancouver Island Rangers (gun/shooting range) that is located

within close proximity of the site, that these pre-existing uses may result in general nuisances, and that future landowners understand and accept the potential disruption to their residential occupancy of the site.

#### CONSTRUCTION IMPACT MITIGATION

Council may wish to require a Construction Parking and Deliveries Management Plan as well as an Erosion and Sediment Control Plan as a condition of rezoning and require that it will be provided to the satisfaction of the Director of Engineering prior to any land alteration. Additionally, as per Bylaw 1000, Section 2.5, a Mitigation Plan is required prior to land alteration to the satisfaction of the Director of Engineering (this is an interim measure for all developments, until the Good Neighbour Policy may be adopted). A Mitigation Plan is required where there are reasonable grounds to anticipate any discharge of contaminants, pollutants, silts, airborne particulates (dust) or materials (toxic or natural) to watercourses, municipal ditches and sewage systems, public or private lands, waters or the atmosphere. The construction impact mitigation measures should be secured within a covenant, prior to Bylaw Adoption.

#### Neighbourhood Consultation

During the week of April 30<sup>th</sup>, 2024, Ash Mountain Construction mailed out an information letter to the properties within a 100m radius of the project site. The information letter included a conceptual rendering, floor plans, and landscaping renderings of the proposed townhouse development. The letter also included contact information and encouraged the residents to contact the applicant by email, mail, or phone with their questions, comments, or concerns.

#### COUNCIL POLICY

##### OFFICIAL COMMUNITY PLAN

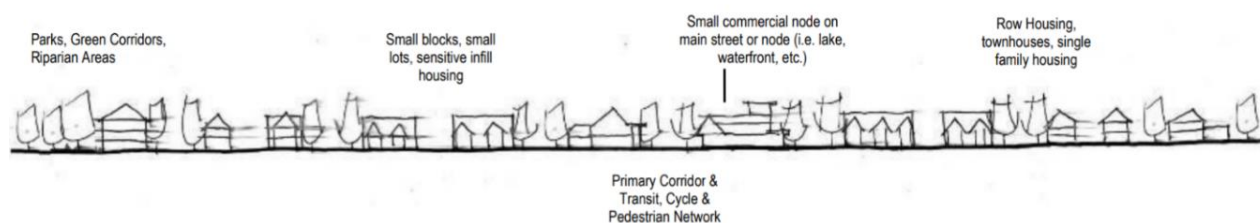
The Official Community Plan (OCP) Bylaw No. 1200 designated the subject properties as “Neighbourhood”, which is defined by the following text:

*Existing settled areas throughout the community predominantly located on the valley floor.*

- *Predominantly residential precinct that supports a range of low and medium density housing choices including secondary suites*
- *This area allows for residential and mixed-use commercial intensification of streets that connect centres and/or are serviced by transit*
- *Schools, community facilities and other institutional uses are permitted throughout the area*
- *Retail serving local residents is encouraged along transportation corridors*
- *Home-based businesses, live-work housing is encouraged*
- *Parks, open spaces and recreational facilities are integrated throughout the area*

- This area allows for Neighbourhood Centres to emerge in the form of medium density mixed-use nodes at key intersections.

## A Concept for Neighbourhood Areas



Policies of the Neighborhood OCP designation support clustered densification in established areas as well as the diversification of housing stock through the incorporation of housing such as coach housing, row housing, live/work units and townhouses. The proposal is consistent with the OCP’s “Neighbourhood” designation in that it increases density in an existing developed area. Policy 3.9.3 in the OCP presents “16 units per acre” as a guide for residential density for infill development in areas designated as “Neighbourhood”. The proposed development represents a density of approximately 24 units per acre, which exceeds this recommendation. Despite this, the density modifier in the Neighbourhood Designation can be considered as an average of the designation as a whole and that given the location and composition of the neighbourhood, Council may wish to explore the higher density proposed by the applicant for the subject property.

## SOUTH LANGFORD NEIGHBOURHOOD PLAN

The South Langford Neighbourhood Plan (SLNP) designates 3321 Luxton Road as Country Residential. This designation is described as the following:

**Country Residential** – applies to that area adjacent to Walfred Road, south of Cuaulta Crescent, and that area bounded by Luxton, Marwood, Englewood and Hazelwood roads. Subject to the provisions of sewer services, water, a road network and emergency access, the preservation of designated sensitive ecosystems, areas of steep slopes and the provision of a satisfactory interface fire hazard plan and archeological impact assessment, a maximum density of 1 lot per 1 acre will be applicable. Clustering of density using density lot averaging may be considered by Council to minimize impact in this area.

SLNP further describes the area bound by Luxton, Brown, Hazelwood, and Englewood as a location ideally suited for a neo-traditional road network pattern consisting of roads and rear lanes. Although the current proposal does not necessarily look identical to what is depicted in the Design Guidelines, densification of the area is generally supported by the SLNP. Where previously a smaller lot single-family neighbourhood subdivision was deemed appropriate, townhousing development may be deemed to be feasible as it will diversify the housing stock and provide a more affordable housing option in the area.

Council may also wish to note that South Langford Neighbourhood Plan precedes the City's Official Community Plan, and that the SLNP was retained within the Design Guidelines as a reference. Council may wish to note that zoning amendments are required to comply with the OCP density objectives but is not required to comply with the design guidelines, including the SLNP.

#### DEVELOPMENT PERMIT AREAS

Approximately 920m<sup>2</sup> of the western portion of the site is located within the Riparian Development Permit Area, which is associated with Fire Hall Creek on the west side of Luxton Road. The applicant will be required to obtain a Development Permit in this regard. Given the proposed density, a Form and Character Development Permit will also be required and will ensure that the proposal complies with the standards prescribed by Zoning Bylaw No. 300 as well as the Multi-Family Design Guidelines.

#### LOW CARBON CONCRETE

In accordance with Council's Low Carbon Concrete Policy POL-0167-PLAN, Council may wish to require the applicant to utilize ready-mix concrete that meets or exceeds the weighted average Global Warming Potential targets based on Concrete BC Baseline (average) mix data for the construction of the proposed development.

#### FINANCIAL IMPLICATIONS:

Rezoning the subject property to permit higher density of development will increase the assessed value of lands and eventually will increase municipal revenue due to the number of units created. As the developer is responsible to complete all frontage improvements, the direct capital costs to the City associated with this development will be negligible. A summary of Amenity Contributions and Development Cost Charges that the developer will be expected to pay, is outlined in Tables 4 and 5 below.

#### COUNCIL'S AMENITY CONTRIBUTION POLICY

The amenity contributions that apply as per Council's current Affordable Housing and Amenity Contribution Policy are summarized in Table 4 below, based the current floor plans and total density of 20 residential units.

**Table 4 – Amenity Contributions per Council Policy**

<b>Amenity Item</b>	<b>Per unit</b>	<b>Total (based on 20 units)</b>
<i>General Amenity Reserve Fund</i>	\$3,660	\$73,200
<i>Affordable Housing Reserve Fund</i>	\$610	\$12,200
<b>TOTAL POLICY CONTRIBUTIONS</b>		<b>\$85,400</b>

**Table 5 - Development Cost Charges**

<b>Development Cost Charge</b>	<b>Per Unit Contribution</b>	<b>Total (based on 20 units)</b>
<i>Roads</i>	\$3,865	\$77,300
<i>Storm Drainage</i>	\$1,028	\$20,560
<i>Park Improvement</i>	\$1,948	\$38,960
<i>Park Acquisition</i>	\$130	\$2,600
<i>ISIF</i>	\$371.25	\$7,425
<b>Subtotal (DCC's to Langford)</b>		<b>\$146,845</b>
<i>CRD Water</i>	\$2,557	\$51,140
<i>School Site Acquisition</i>	\$800	\$16,000
<b>TOTAL DCC's (estimated)</b>		<b>\$213,985</b>

**LEGAL IMPLICATIONS:**

Should Council choose to proceed with this proposal, Bylaw No. 2180, will be scheduled for consideration of first, second, and third readings. As per recent changes to the *Local Government Act*, a Public Hearing is not permitted.

The amenity contributions specified in Table 4 above are incorporated into Bylaw No. 2180 , and will be payable at the time of building permit along with the current Development Cost Charges specified in the various DCC Bylaws.

Council's other conditions of approval would be registered in a Section 219 Covenant in priority of all other charges on title prior to consideration of Bylaw Adoption.

**OPTIONS:****Option 1**

THAT the Sustainable Development Advisory Committee recommend that Council:

1. Proceed with consideration of First, Second, and Third Reading of Bylaw No. 2180 to amend the zoning designation of the properties located at 3321 Luxton Road from RR2 to RM2A, after the notification process has been completed, and subject to the following terms and conditions:
  - a. That the applicant provides, **as a bonus for increased density**, the following contributions per dwelling unit, **prior to the issuance of a building permit**:

- i. \$610 towards the Affordable Housing Reserve Fund; and
  - ii. \$3,660 towards the General Amenity Reserve Fund;
- b. That the applicant registers, **prior to Bylaw Adoption**, a road dedication plan dedicating 2.25m of land along Luxton Road, 3.5m along Brown Road, and 3.0m along Piper Road to the satisfaction of the Director of Engineering;
- c. That the applicant, **prior to Bylaw Adoption**, registers a Section 219 covenant in priority of all other charges on title, that agrees to the following:
- i. That the following will be provided and implemented to Bylaw No. 1000 standards to the satisfaction of the Director of Engineering prior to the issuance of a building permit:
    1. Full frontage improvements; and
    2. A storm water management plan.
  - ii. That the following will be provided and implemented to Bylaw No. 1000 standards to the satisfaction of the Director of Engineering prior to any land alteration:
    1. A mitigation plan;
    2. A construction parking and deliveries management plan; and
    3. An erosion and sediment control plan.
  - iii. That interim road paving with crown and water control is completed by the developer on the north side of Brown Road, to the satisfaction of the Director of Engineering.
  - iv. That electric heat pumps are installed in the townhouse units.
  - v. That all concrete used on-site will utilize ready-mix concrete that meets or exceeds the weighted average Global Warming Potential targets based on Concrete BC Baseline (average) mix data, and that prior to the issuance of a Building Permit the applicant shall provide a Type III Environmental Product Declaration that is 3<sup>rd</sup> party verified specifying the total Global Warming Potential value and confirming that the proposed development meets the requirements of Low Carbon Concrete Policy POL-0167-PLAN;
  - vi. That a separate covenant is registered, prior to issuance of a building permit, that agrees to the following:
    1. That the owner agrees that the garages are to be used for the parking of vehicles and not the storage of items preventing the parking of vehicles therein, in favour of the strata;
    2. That the strata be responsible for maintaining the boulevard landscaping from the back of the sidewalk with the exception of boulevard trees; and
    3. That the owner acknowledges that the site is located in proximity to agricultural uses and the South Vancouver Island Gun Range, and that these



uses may create general noise, odours, and other nuisances, and agree that the owner and all future owners assume all risk and annoyance of such nuisances.

AND

- 2. If required to accommodate the installation of the BC Hydro infrastructure, delegate the authority to issue the required setback variance within the Form and Character Development Permit, provided that the proposal remains in substantial accordance with what has been demonstrated on the site plan attached to this report.

**OR Option 2**

THAT the Sustainable Development Advisory Committee recommend that Council take no action with respect to this application to rezone 3321 Luxton Road under Bylaw No. 2180 until such time as the following items are addressed and reviewed by the Sustainable Development Advisory Committee:

- a. \_\_\_\_\_;
- b. \_\_\_\_\_;
- c. \_\_\_\_\_;

**SUBMITTED BY: Anastasiya Mysak, Planner I**

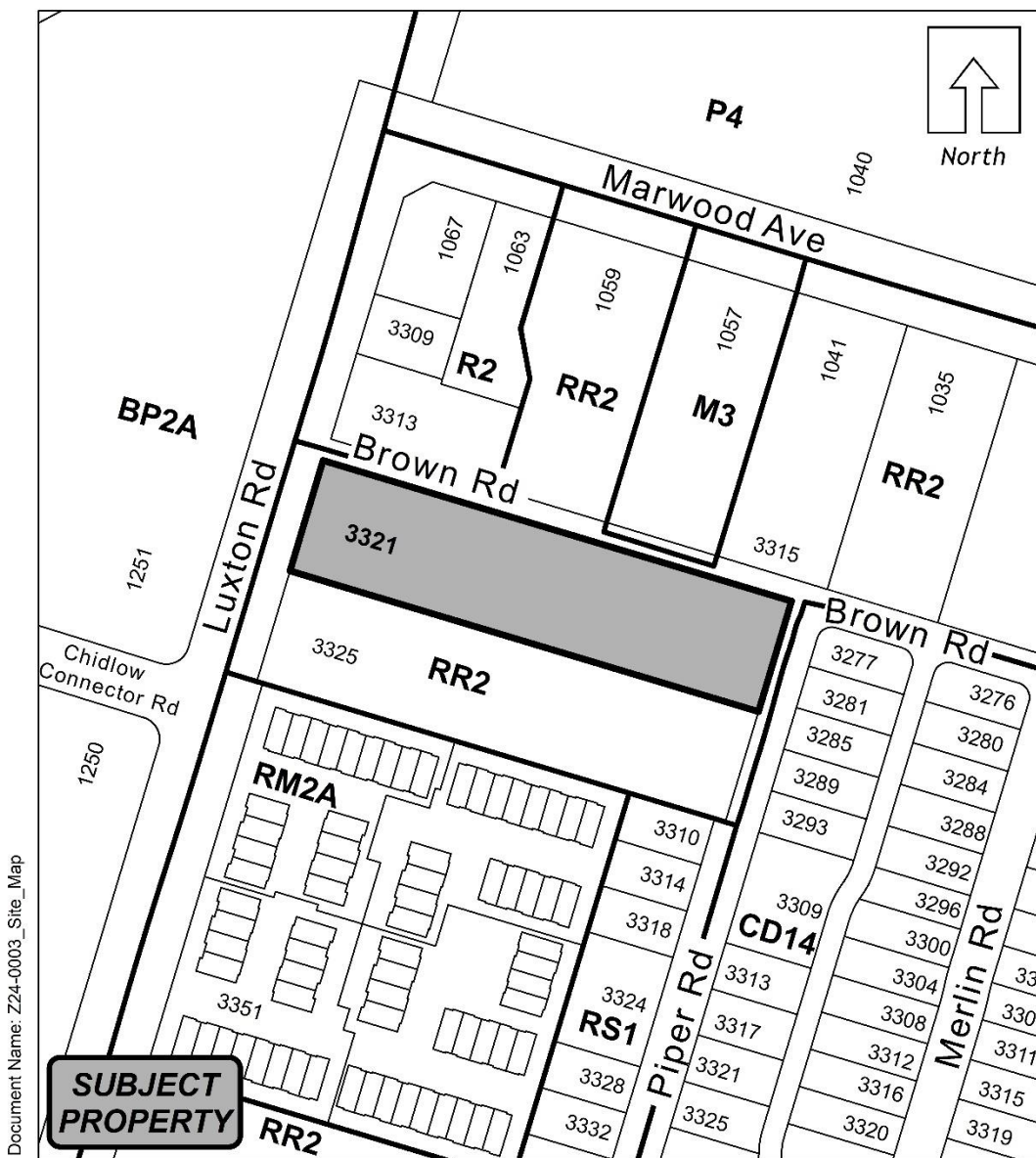
- Concurrence:** Matthew Baldwin, RPP, MCIP, Director of Development Services
- Concurrence:** Leah Stohmann, RPP, MCIP Director of Community Planning and Climate Change
- Concurrence:** Donna Petrie, Senior Manager of Communications & Economic Development
- Concurrence:** Yari Nielsen, Director of Parks, Recreation and Facilities
- Concurrence:** Katelyn Balzer, P.Eng., Director of Engineering and Public Works
- Concurrence:** Michael Dillabaugh, CPA, CA, Director of Finance
- Concurrence:** Marie Watmough, Director of Legislative and Protective Services
- Concurrence:** Braden Hutchins, Deputy Chief Administrative Officer
- Concurrence:** Darren Kiedyk, Chief Administrative Officer

Attachment(s):

- Attachment 1: Proposed Site Plan (3321 Luxton Road)
- Attachment 2: Proposed Landscaping Plan (3321 Luxton Road)
- Attachment 3: Arborist Report (3321 Luxton Road)
- Attachment 4: Bylaw No. 2180

Appendix A – Site Map

**REZONING BYLAW AMENDMENT**  
**( Z24-0003 )**  
**3321 Luxton Rd**



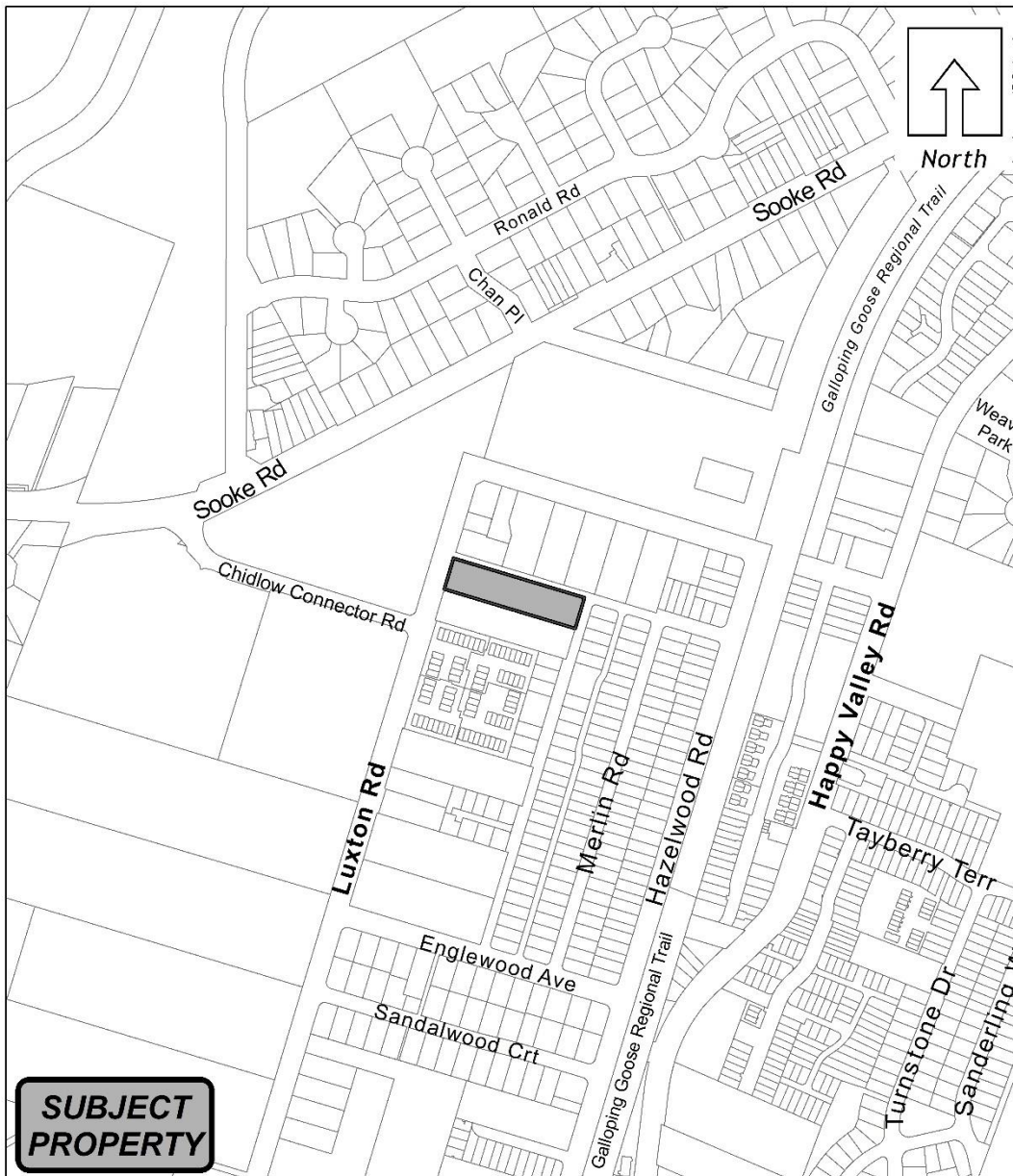
Document Name: Z24-0003\_Site\_Map

Scale: N.T.S.

Last Revised: 2024-04-11

Appendix B – Location Map

**REZONING BYLAW AMENDMENT  
( Z24-0003 )  
3321 Luxton Rd**



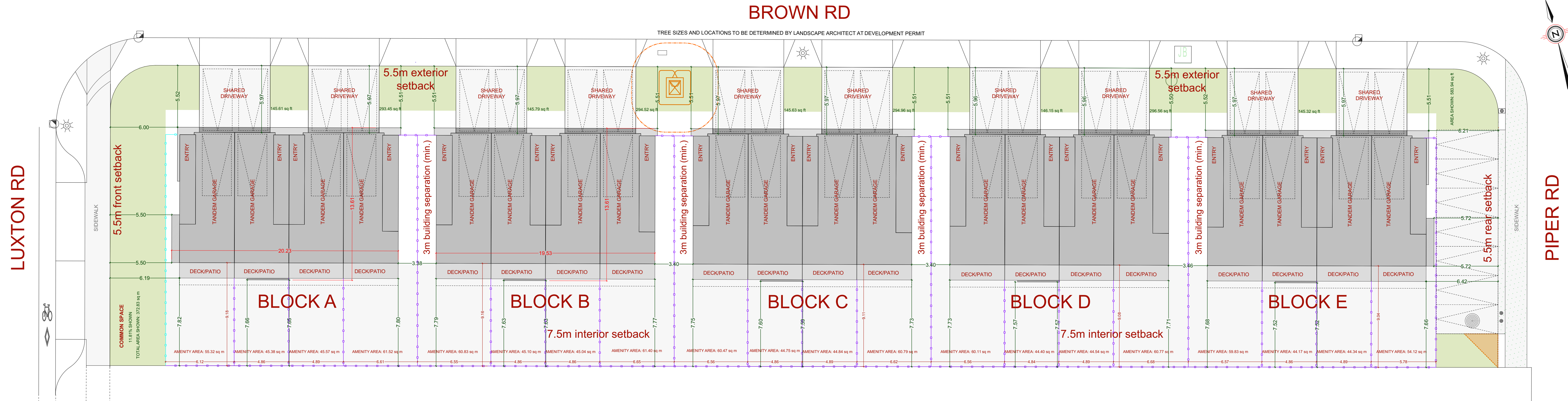
Document Name: Z24-0003\_Location\_Map

Scale: N.T.S.

Last Revised: 2024-04-11



FOR REZONING APPLICATION / DISCUSSION - NOT FOR CONSTRUCTION



**SITE PLAN**  
SCALE: 1:175

PROJECT DATA TABLE	
Address	3321 Luxton Road
Lot Size	3,304.58 m <sup>2</sup>
Zoning	RMZA
Setbacks	PROPOSED ALLOWED
Front setback (Luxton)	5.50m 5.50m
Rear setback (Piper)	5.72m 3.00m
Exterior side setback (Brown)	5.50m 5.50m
Garage setback (Brown)	5.96m 5.50m
Interior side setback (South)	7.52m 7.50m
Height	(3 storeys) (3 storeys)
Floor Area	
Total Lower Floor Areas	189,76m <sup>2</sup> (2,042,60ft <sup>2</sup> )
Total Upper Floor Areas	1,192,54m <sup>2</sup> (12,836,44ft <sup>2</sup> )
Total Main Floor Areas	1,085,61m <sup>2</sup> (11,685,36ft <sup>2</sup> )
Total Garage Areas	936,83m <sup>2</sup> (10,084,00ft <sup>2</sup> )
Gross floor area	2,467,91 m <sup>2</sup> (26,564,36ft <sup>2</sup> )
Floor Area Ratio	0.747 0.75
Lot coverage	2,478.44m <sup>2</sup>
Lot Coverage	40.13% 1,326.10m <sup>2</sup> 45.00% 1,487.06m <sup>2</sup>
Off-Street Parking	40 spaces 40 spaces
Required Number of Off-Street Parking Spaces	7 spaces Visitor Parking
Amenity Space	
Private Amenity Area	44.17m <sup>2</sup> - 61.52m <sup>2</sup> 10m <sup>2</sup> (min.)
Public Amenity Area	11.28% 372.83m <sup>2</sup> 5% 165.23m <sup>2</sup>

**NAFS REQUIREMENTS:**  
Performance Grade of 30  
Water Test Pressure of 260 Pa

**GENERAL NOTES**  
ALL MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO THE CURRENT EDITION OF THE BRITISH COLUMBIA BUILDING CODE AS WELL AS ANY LOCAL BUILDING CODES OR BYLAWS WHICH MAY TAKE PRECEDENCE.  
ALL MEASUREMENTS MUST BE VERIFIED ON SITE BY BUILDER PRIOR TO CONSTRUCTION, AND ANY DISCREPANCIES REPORTED TO THE DESIGNER.  
DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALE  
-SMOKE DETECTORS SHALL BE PROVIDED ON EVERY FLOOR

**SITE PLAN**  
ALL LAYOUTS SHOULD BE CONFIRMED BY A REGISTERED B.C. LAND SURVEYOR. ALL SETBACKS SHALL BE CONFIRMED BY THE OWNER/BUILDER. ALL GRADE ELEVATIONS ARE THE RESPONSIBILITY OF THE OWNER/BUILDER AND ANY MODIFICATIONS ARE TO BE MADE ON SITE.  
CONFORMITY OF THESE PLANS TO THE ACTUAL SITE IS THE RESPONSIBILITY OF THE OWNER/BUILDER.  
**CONCRETE AND FOUNDATIONS**  
ALL CONCRETE FOOTINGS TO HAVE SOLID BEARING ON COMPACTED, UNDISTURBED INORGANIC SOIL TO A SUITABLE DEPTH BELOW FROST PENETRATION.

IF SOFTER CONDITIONS APPLY, THE SOLID BEARING CAPACITY AND SIZE OF FOOTINGS ARE TO BE DESIGNED BY A QUALIFIED ENGINEER.  
GARAGE & CARPORT FLOORS AND EXTERIOR STEPS SHALL NOT BE LESS THAN 32 MPA  
FOUNDATION CONCRETE SHALL HAVE MIN. COMPRESSIVE STRENGTH OF 2900 psi (20MPa) AT 28 DAYS, MIXED, PLACED AND TESTED IN ACCORDANCE WITH CAN3-A438.  
ALL WALLS ARE 8" CONCRETE UNLESS OTHERWISE NOTED.  
ALL GRADES ARE ESTIMATED ONLY AND SHALL BE ADJUSTED ON SITE.  
ALL WOOD IN CONTACT WITH CONCRETE SHALL BE TREATED OR SEPARATED BY A MOISTURE RESISTANT GASKET MATERIAL.

**LUMBER, FRAMING AND BEAMS**  
BUILDING FRAMES TO BE ANCHORED TO FOUNDATION BY FASTENING SILL PLATE TO FOUNDATION WITH NOT LESS THAN 12.7mm DIAM ANCHOR BOLTS AT NOT MORE THAN 2.4M O.C.  
ALL ENGINEERED BEAMS TO BE SIZED BY SUPPLIER.  
ALL SPANS SHALL CONFORM TO THE TABLES SET OUT IN "THE SPAN BOOK" AND THE NATIONAL BUILDING CODE OF CANADA AND VERIFICATIONS OF ALL SPANS IS THE RESPONSIBILITY OF THE OWNER/BUILDER.

**TRUSSES**  
TRUSSES AND LAYOUT ARE TO BE ENGINEERED AND INSTALLED ACCORDING TO MANUFACTURER'S SPECIFICATIONS, INCLUDING ALL BRACING.  
**ROOFING**  
ALL ROOFING SHALL BE APPLIED TO MANUFACTURER'S SPECIFICATION AND SHALL INCLUDE EAVE PROTECTION FROM ICE DAMS AND SNOW BUILD UP.  
**PLUMBING & ELECTRICAL**  
ANY ELECTRICAL SHOWN ON PLANS IS TO SERVE AS A GUIDE ONLY AND MUST BE INSTALLED BY A QUALIFIED PERSONNEL.

**FLASHING**  
ALL EXPOSED OPENINGS SHALL BE PROVIDED WITH ADEQUATE FLASHING. ALL ROOFING SHALL INCORPORATE STEP FLASHING. ALL PENETRATIONS THROUGH ROOF SHALL INCLUDE APPROPRIATE FLASHING.  
**DOORS - ROUGH OPENING SIZES**  
FRAME HEIGHT 83" FOR EXTERIOR DOORS AND 82.5" FOR INTERIOR DOORS. FRAME OPENING 1 1/4" WIDER THAN BIFOLD DOORS AND FRAME HEIGHT 81.5".  
**MISC.**  
CARBON MONOXIDE ALARMS TO BE HARDWIRED AND WITHIN 5M OF EACH BEDROOM IN EVERY SUITE AND INTERCONNECTED TO ALL FLOORS. CARBON MONOXIDE ALARMS TO CONFORM TO CSA 6.19

NEITHER JAVADESIGNS INC. NOR THE DESIGNER ACCEPT RESPONSIBILITY FOR THE FOLLOWING:  
-INFORMATION PROVIDED ON EXISTING BUILDINGS OR SITE.  
-CONFORMITY OF PLANS TO SITE.  
-ERRORS AND OMISSIONS  
-ANY HOUSE BUILT FROM THESE PLANS

CUSTOMER: **ASH MOUNTAIN CONSTRUCTION**  
ADDRESS: **3321 LUXTON RD., LANGFORD BC**

DRAWING NAME: **SITE PLAN AND PROJECT DATA BOX**  
DRAWING SCALE: **SEE DRAWINGS**

ISSUE DATE: **MAY 29, 2024**  
DRAWN BY: **NS**  
CHECKED BY: **KL**

**JAVA DESIGNS**  
WHERE LINES ON PAPER BECOME WALLS ON SITE  
PH 250.590.2468 FX 250.590.4577 www.javadesigns.ca

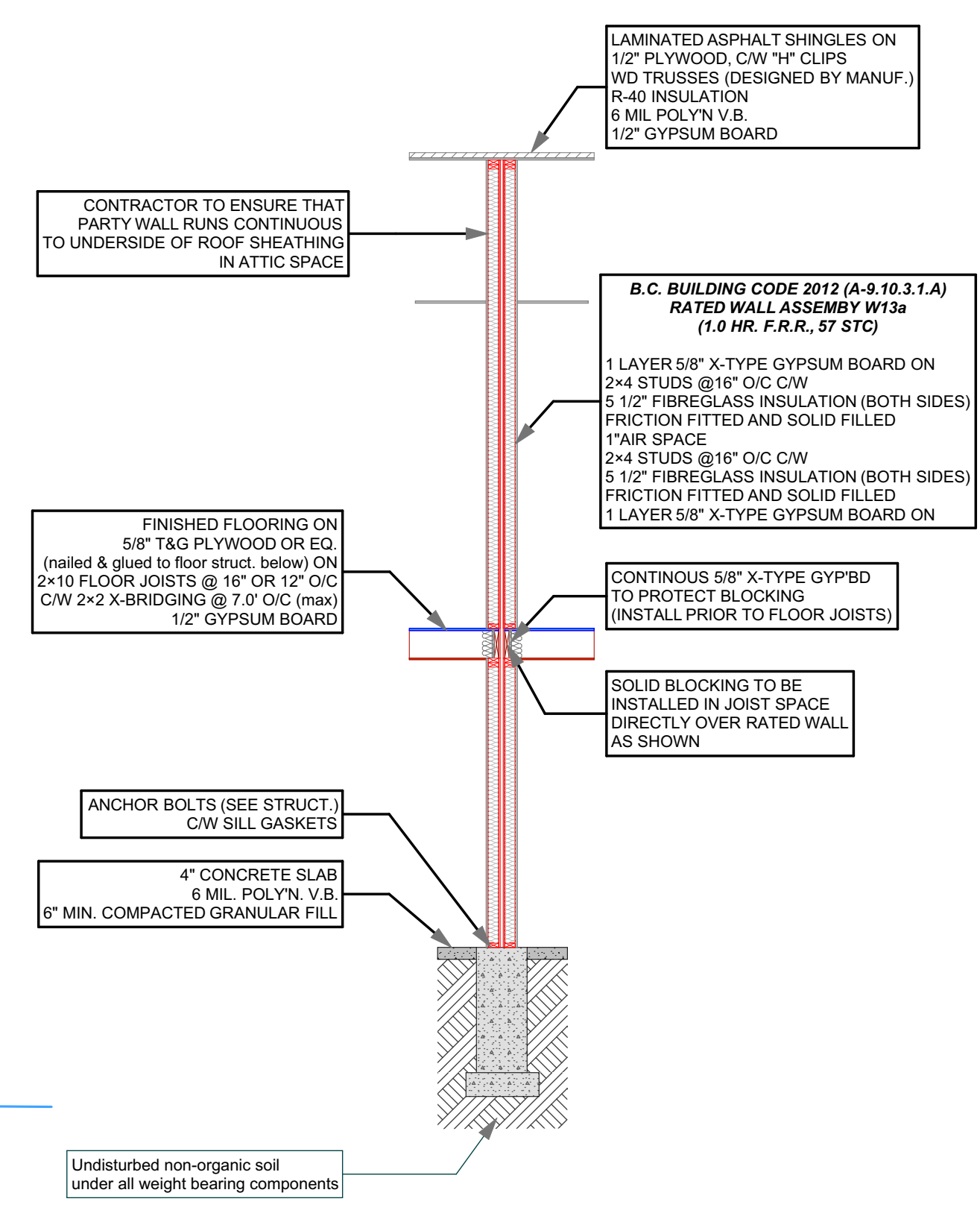
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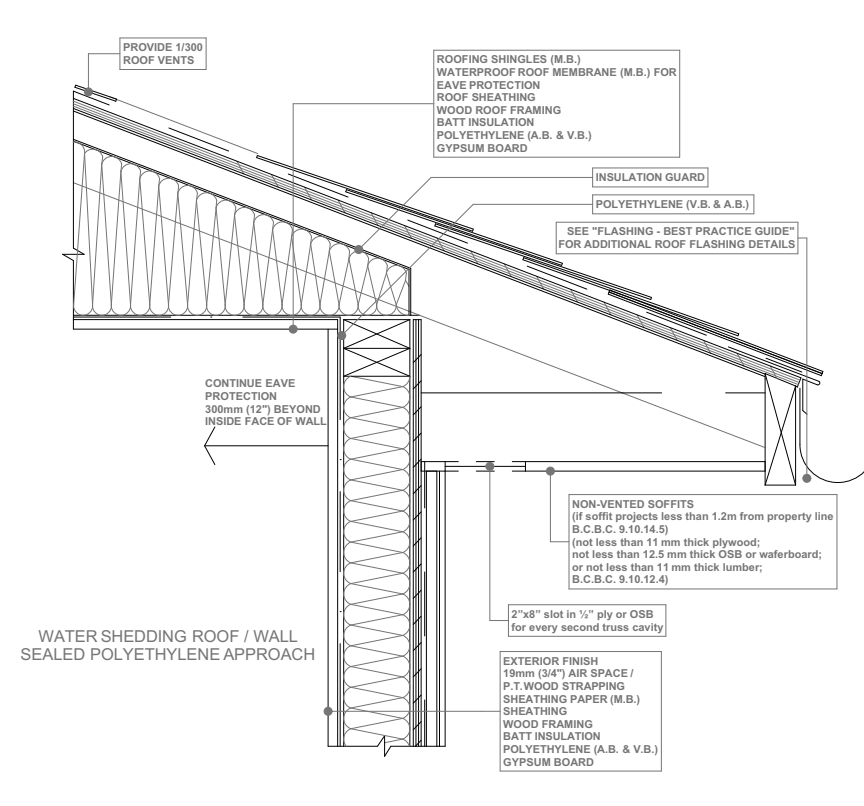
FOR REZONING APPLICATION / DISCUSSION - NOT FOR CONSTRUCTION



**TYPICAL BUILDING SECTION**  
SCALE: 1/4" = 1' - 0"



**W13a - PARTY WALL DETAIL**  
SCALE: 1/4" = 1' - 0"



**SOFFIT DETAIL**  
SCALE: 3/4" = 1' - 0"

CUSTOMER:  
**ASH MOUNTAIN CONSTRUCTION**  
ADDRESS:  
**3321 LUXTON RD., LANGFORD BC**

DRAWING NAME:  
**BUILDING SECTION AND DETAILS**  
DRAWING SCALE:  
**SEE DRAWINGS**

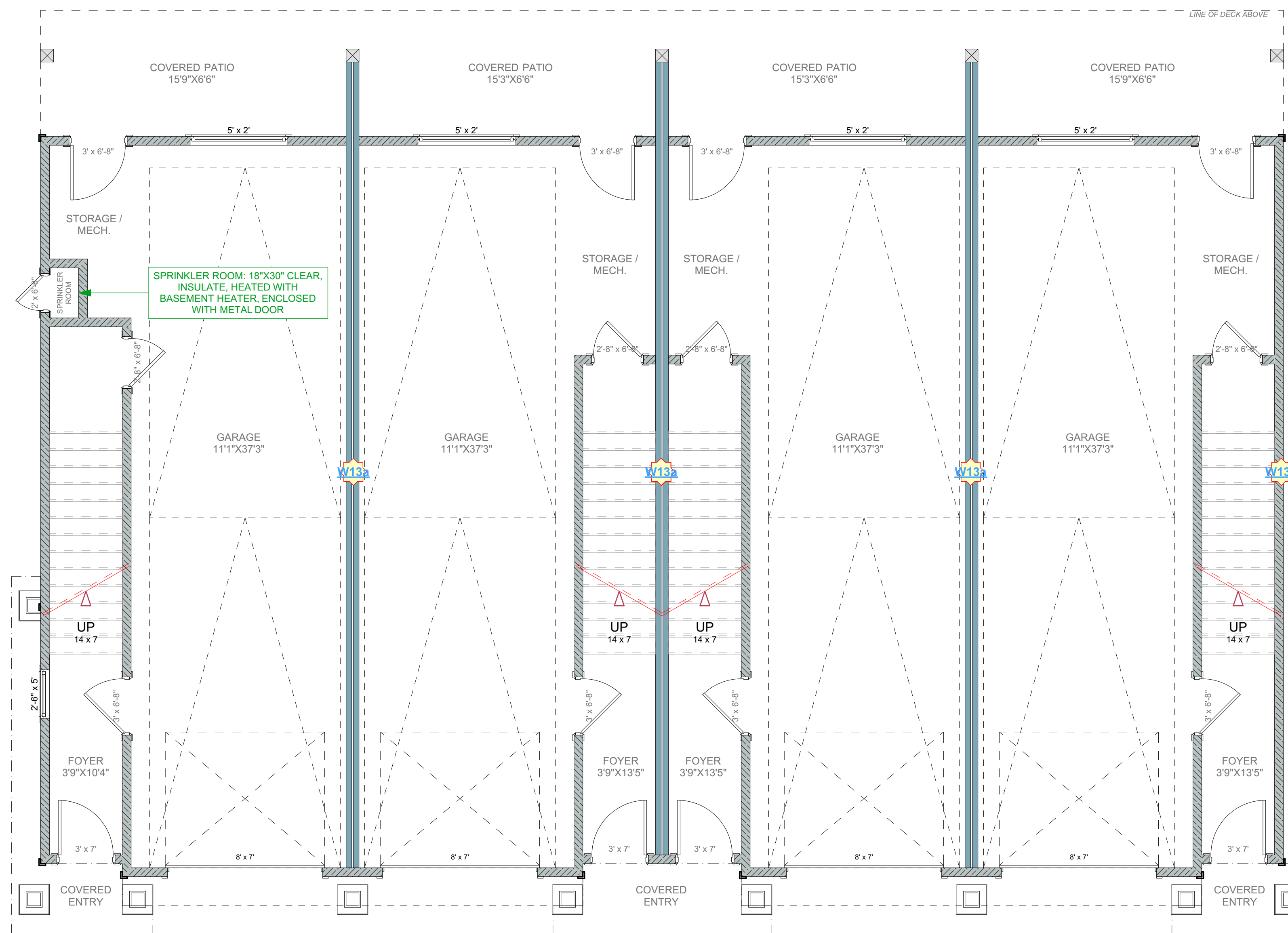
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**KL**

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SHEET NUMBER

**A2**

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**A LOWER FLOOR PLAN (8'-0 3/4" WALLS)**

SCALE: 1/4" = 1' - 0"

- UNIT 001 LOWER FLOOR AREA: 103.99 Sq Ft
- UNIT 001 GARAGE AREA: 505.47 Sq Ft
- UNIT 002 LOWER FLOOR AREA: 100.27 Sq Ft
- UNIT 002 GARAGE AREA: 502.93 Sq Ft
- UNIT 003 LOWER FLOOR AREA: 100.27 Sq Ft
- UNIT 003 GARAGE AREA: 502.93 Sq Ft
- UNIT 004 LOWER FLOOR AREA: 103.99 Sq Ft
- UNIT 004 GARAGE AREA: 505.47 Sq Ft

CUSTOMER:  
**ASH MOUNTAIN CONSTRUCTION**  
ADDRESS:  
**3321 LUXTON RD., LANGFORD BC**

DRAWING NAME:  
**LOWER FLOOR PLAN**  
DRAWING SCALE:  
**1/4"=1'-0"**

ISSUE DATE:  
**MAY 29, 2024**  
DRAWN BY:  
**NS**  
CHECKED BY:  
**KL**

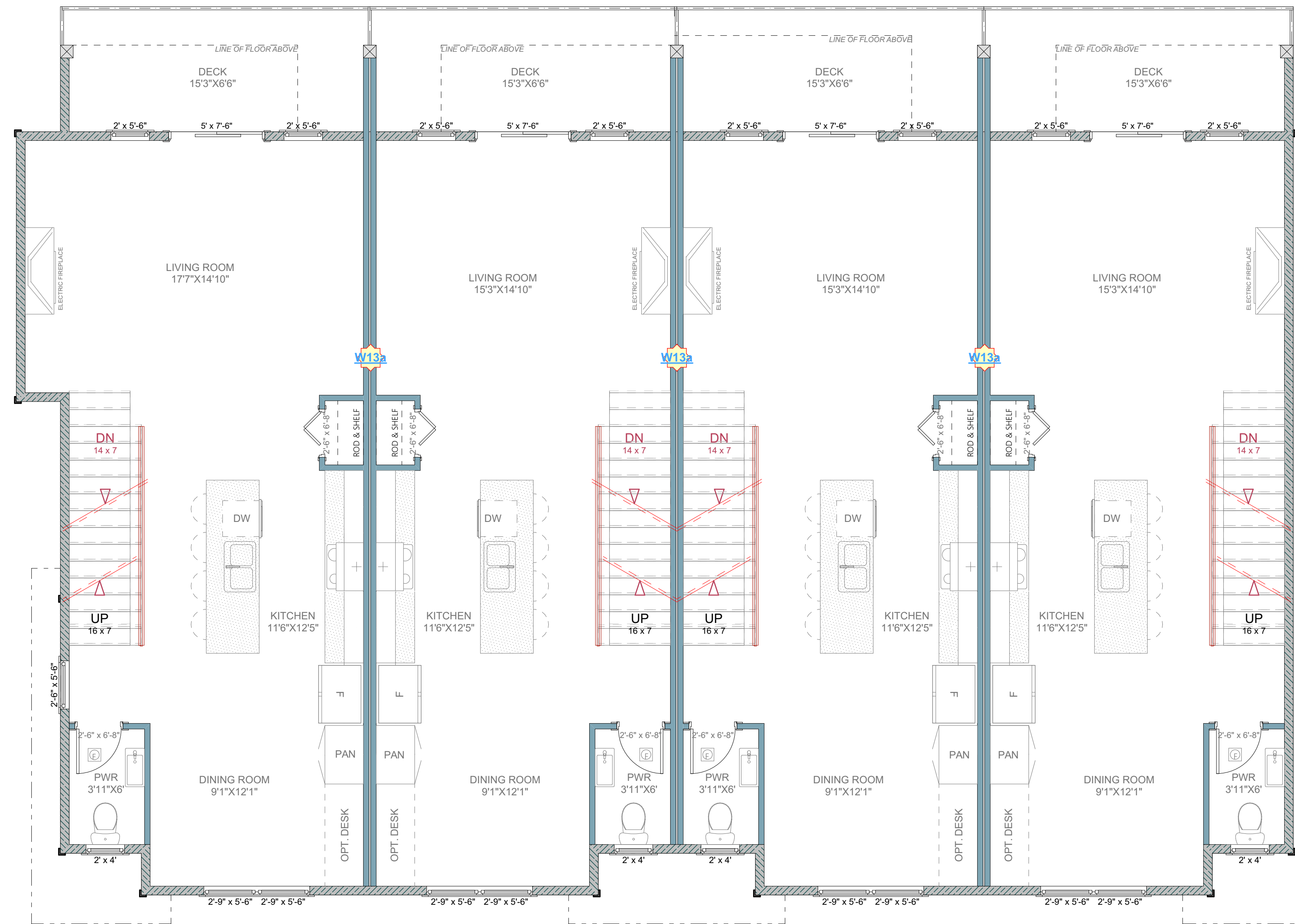
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SHEET NUMBER

**A3**



FOR REZONING APPLICATION / DISCUSSION - NOT FOR CONSTRUCTION



**A** MAIN FLOOR PLAN (9'-0 3/4" WALLS)

SCALE: 1/4" = 1' - 0"  
 UNIT 001 UPPER FLOOR AREA: 616.31 Sq Ft  
 UNIT 002 UPPER FLOOR AREA: 577.93 Sq Ft  
 UNIT 003 UPPER FLOOR AREA: 577.93 Sq Ft  
 UNIT 004 UPPER FLOOR AREA: 584.18 Sq Ft

CUSTOMER:  
**ASH MOUNTAIN CONSTRUCTION**  
 ADDRESS:  
**3321 LUXTON RD., LANGFORD BC**

DRAWING NAME:  
**MAIN FLOOR PLAN**  
 DRAWING SCALE:  
**1/4"=1'-0"**

ISSUE DATE:  
 MAY 29, 2024  
 DRAWN BY:  
 NS  
 CHECKED BY:  
 KL

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SHEET  
 NUMBER

**A4**

FOR REZONING APPLICATION / DISCUSSION - NOT FOR CONSTRUCTION



**A** UPPER FLOOR PLAN (8'-0 3/4" WALLS)

SCALE: 1/4" = 1' - 0"

UNIT 001 UPPER FLOOR AREA: 677.92 Sq Ft

UNIT 002 UPPER FLOOR AREA: 631.45 Sq Ft

UNIT 003 UPPER FLOOR AREA: 645.40 Sq Ft

UNIT 004 UPPER FLOOR AREA: 638.23 Sq Ft

CUSTOMER:  
**ASH MOUNTAIN CONSTRUCTION**  
ADDRESS:  
**3321 LUXTON RD., LANGFORD BC**

DRAWING NAME:  
**UPPER FLOOR PLAN**  
DRAWING SCALE:  
**1/4"=1'-0"**

ISSUE DATE:  
**MAY 29, 2024**  
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CHECKED BY:  
**KL**

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SHEET NUMBER

**A5**



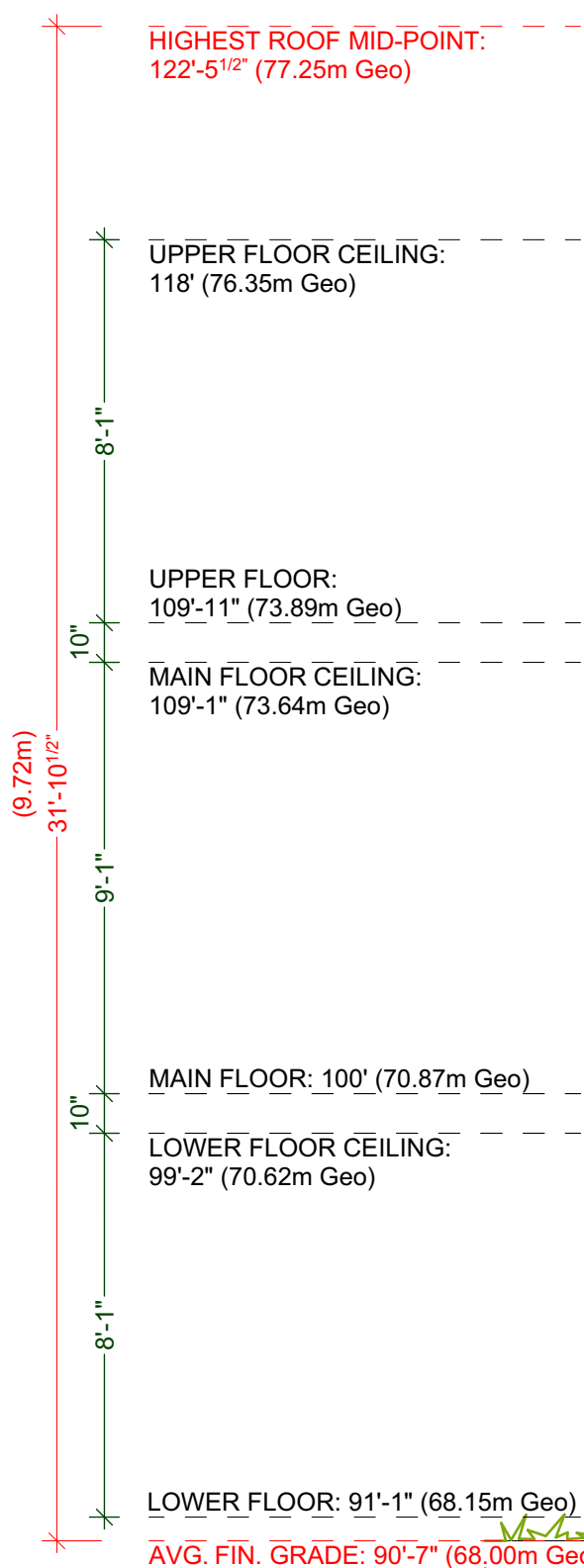
FOR REZONING APPLICATION / DISCUSSION - NOT FOR CONSTRUCTION



TYPICAL BLOCK FRONT AND REAR ELEVATIONS

FRONT ELEVATION  
SCALE: 1/4" = 1' - 0"

EXTERIOR FINISHES SCHEDULE		
A	ROOFING:	ASPHALT ROOFING WITH RAISED RIDGE & HIP CAPS MIDNIGHT BLACK SHINGLE
B	GUTTER & SOFFIT:	WHITE ALUMINIUM GUTTER WITH BLACK ALUMINIUM SOFFIT SOFFIT: WHITE BEADED SOFFIT, KEETING AS PER BCBC GUTTER: WHITE
C	BARGE BOARD:	2x10 WITH BARGE BOARD, PAINTED TRIM COLOUR BENJAMIN MOORE, OC-152 SUPER WHITE
D	WINDOW & DOOR TRIM:	1x4 TRIM BOARDS - PAINTED/ STAINED AS PER BUILDERS SPEC BENJAMIN MOORE, BLACK JACK 2133-20
E	CORNER TRIM:	1x4 CORNER BOARDS - PAINTED/ STAINED CORNER TRIM PAINT FINISH MATCHED TO WALL FINISH
F1	WALL FINISH:	HARDIE-PLANK SIDING LAPPED TO 8" EXP. - RAINSCREEN AS PER BCBC BENJAMIN MOORE, ETERNITY AF-695
F2	WALL FINISH:	HARDIE BOARD & BATTEN 1x4@24" o.c. - RAINSCREEN AS PER BCBC BENJAMIN MOORE, OC-152 SUPER WHITE
F3	WALL FINISH:	HARDIE-SHINGLE SEE ELEVS FOR PATTERN - RAINSCREEN AS PER BCBC BENJAMIN MOORE, BLACK JACK 2133-20
G	BELLY BAND:	2x10 PAINTED BELLY BAND WITH FLASHING, PAINTED TRIM COLOUR BENJAMIN MOORE, OC-152 SUPER WHITE
H	RAILINGS:	POWDER COAT ALUMINIUM RAILINGS - 42" HIGH / NON CLIMBABLE BENJAMIN MOORE, BLACK JACK 2133-20
I	POSTS:	POSTS - PAINTED/STAINED NATURAL WOOD FINISH
J	GARAGE / REAR DOORS:	POSTS - PAINTED/STAINED AS PER OWNERS SPECS BENJAMIN MOORE, BLACK JACK 2133-20
K	KNEE BRACES:	DECORATIVE WOOD BRACES IN GABLES - SEE ELEVATIONS NATURAL WOOD FINISH



REAR ELEVATION  
SCALE: 1/4" = 1' - 0"

CUSTOMER:  
**ASH MOUNTAIN CONSTRUCTION**  
ADDRESS:  
**3321 LUXTON RD., LANGFORD BC**

DRAWING NAME:  
**ELEVATIONS / MATERIALS**  
DRAWING SCALE:  
**1/4"=1'-0"**

ISSUE DATE:  
**MAY 29, 2024**  
DRAWN BY:  
**NS**  
CHECKED BY:  
**KL**

**JAVA DESIGNS**  
WHERE LINES ON PAPER BECOME WALLS ON SITE  
PH 250.590.2468 FX 250.590.4577 www.javadesigns.ca

SHEET NUMBER

A6

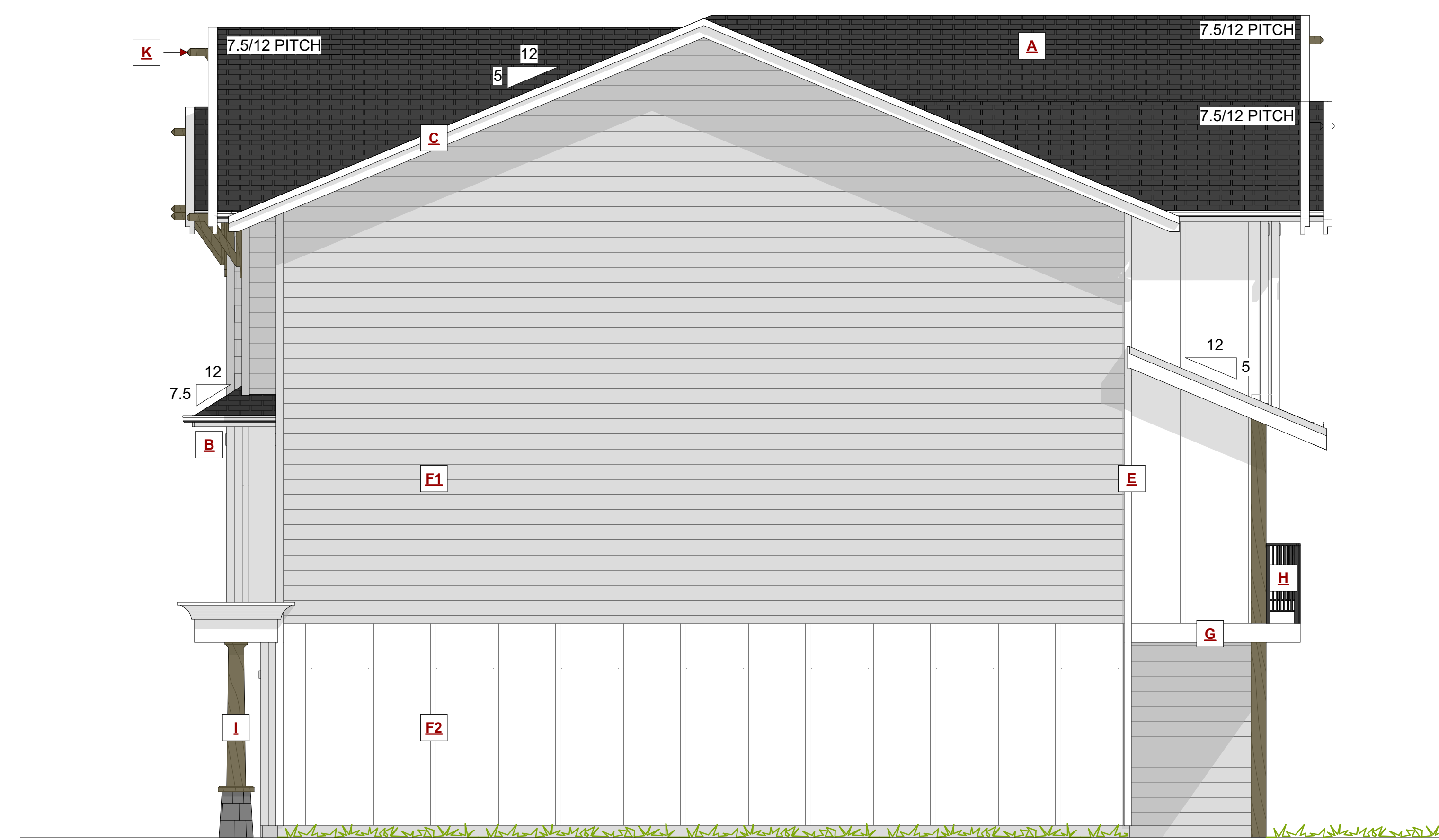
FOR REZONING APPLICATION / DISCUSSION - NOT FOR CONSTRUCTION



**LEFT ELEVATION** EXTERIOR SIDE YARD ELEVATION  
SCALE: 1/4" = 1' - 0"

TYPICAL BLOCK EXTERIOR AND INTERIOR SIDE ELEVATIONS

EXTERIOR FINISHES SCHEDULE		
<b>A</b>	ROOFING:	ASPHALT ROOFING WITH RAISED RIDGE & HIP CAPS MIDNIGHT BLACK SHINGLE
<b>B</b>	GUTTER & SOFFIT:	WHITE ALUMINIUM GUTTER WITH BLACK ALUMINIUM SOFFIT SOFFIT: WHITE BEADED SOFFIT, VENTING AS PER BCBC GUTTER: WHITE
<b>C</b>	BARGE BOARD:	2x10 WITH BARGE BOARD, PAINTED TRIM COLOUR BENJAMIN MOORE, OC-152 SUPER WHITE
<b>D</b>	WINDOW & DOOR TRIM:	1x4 TRIM BOARDS - PAINTED/ STAINED AS PER BUILDERS SPEC BENJAMIN MOORE, BLACK JACK 2133-20
<b>E</b>	CORNER TRIM:	1x4 CORNER BOARDS - PAINTED/ STAINED CORNER TRIM PAINT FINISH MATCHED TO WALL FINISH
<b>F1</b>	WALL FINISH:	HARDIE-PLANK SIDING LAPPED TO 8" EXP. - RAINSCREEN AS PER BCBC BENJAMIN MOORE, ETERNITY AF-695
<b>F2</b>	WALL FINISH:	HARDIE BOARD & BATTEN 1x4@24" o.c. - RAINSCREEN AS PER BCBC BENJAMIN MOORE, OC-152 SUPER WHITE
<b>F3</b>	WALL FINISH:	HARDIE-SHINGLE SEE ELEVS FOR PATTERN - RAINSCREEN AS PER BCBC BENJAMIN MOORE, BLACK JACK 2133-20
<b>G</b>	BELLY BAND:	2x10 PAINTED BELLY BAND WITH FLASHING, PAINTED TRIM COLOR BENJAMIN MOORE, OC-152 SUPER WHITE
<b>H</b>	RAILINGS:	POWDER COAT ALUMINIUM RAILINGS - 42" HIGH / NON CLIMBABLE BENJAMIN MOORE, BLACK JACK 2133-20
<b>I</b>	POSTS:	POSTS - PAINTED/STAINED NATURAL WOOD FINISH
<b>J</b>	GARAGE / REAR DOORS:	POSTS - PAINTED/STAINED AS PER OWNERS SPECS BENJAMIN MOORE, BLACK JACK 2133-20
<b>K</b>	KNEE BRACES:	DECORATIVE WOOD BRACES IN GABLES - SEE ELEVATIONS NATURAL WOOD FINISH



**RIGHT ELEVATION** INTERIOR SIDE ELEVATION (3M BETWEEN BUILDINGS)  
SCALE: 1/4" = 1' - 0" NO UNPROTECTED OPENINGS

CUSTOMER: ASH MOUNTAIN CONSTRUCTION  
ADDRESS: 3321 LUXTON RD., LANGFORD BC

DRAWING NAME: ELEVATIONS / MATERIALS  
DRAWING SCALE: 1/4"=1'-0"

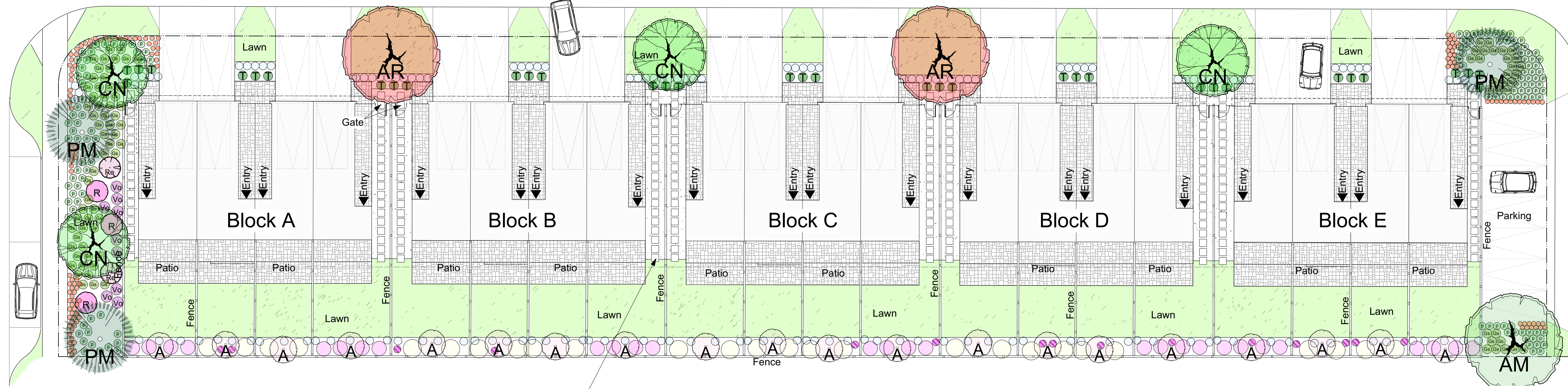
ISSUE DATE: MAY 29, 2024  
DRAWN BY: NS  
CHECKED BY: KL

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SHEET NUMBER  
**A7**



BROWN ROAD

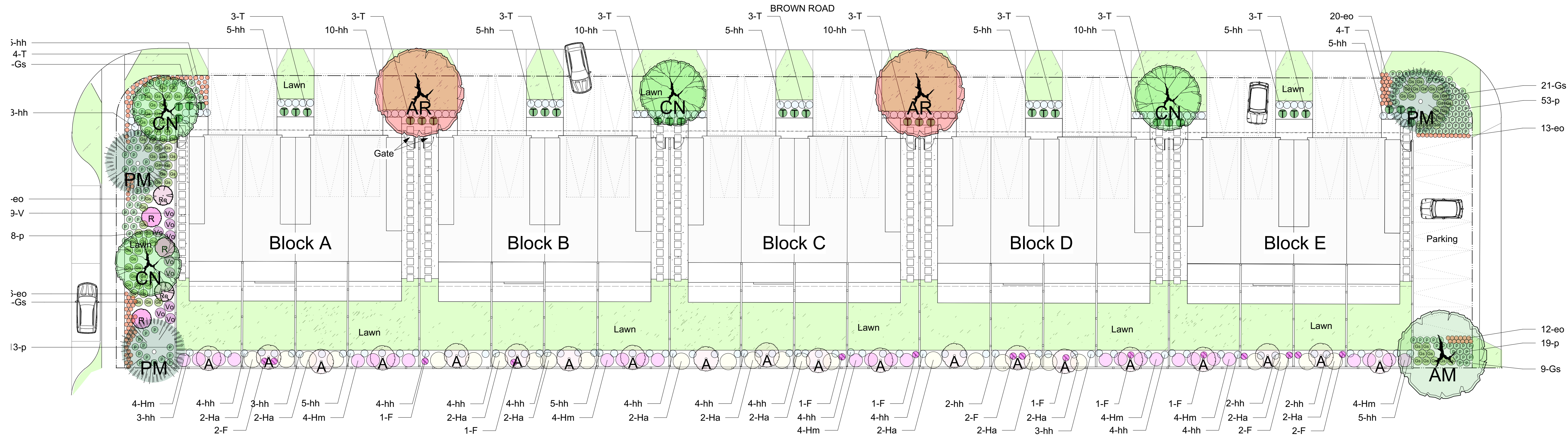


**PLANTING NOTES:**

1. Tree placement and selection to be approved by landscape designer prior to planting.
2. All existing plants to be retained are to be protected during installation and construction.
3. Unless noted otherwise on planting plan, minimum soil depths are to be: 12" in lawn; 18" in groundcover and shrub areas. Each rootball to have one cubic yard of soil distributed to depth of 24" around the tree.
4. Ensure positive drainage away from the building where planting soil is to be run against the building face.
5. All new trees to be staked securely.
6. Lawn to be approved seed mix or approved sod. Hydro-seed will take place where grass is not feasible.
7. Subsurface grade to be sloped toward drainage pipe.
8. Soil mix in lawn areas to be 80% sand unless otherwise noted. Soil mix to comply with BCSLA / BCLNA Landscape Standard.
9. All planting beds to be bermed up minimum 4" above adjacent lawn or hard surface areas, except around existing trees. Existing trees are not to have grades adjusted around them.
10. All plants to come from SOD free (Sudden Oak Death or Phytophthora ramorum) certified nursery.
11. Any substitutions must be approved by landscape designer prior to ordering.
12. All new landscape areas shall be irrigated by a commercial grade, fully automatic irrigation system. Irrigation system to be adjusted to avoid over spray onto streets.

**PAVING NOTE:**

13. Patios and walk paths to be either cast in place concrete with exposed aggregate finish, or interlocking concrete pavers on appropriately prepared base.



c	Quantity	Latin Name	Common Name	Category	Scheduled Size
AM	1	Acer macrophyllum	Bigleaf maple	Tree	6cm caliper, B&B
AR	2	Acer rubrum 'Franksred'	Red Sunset maple	Tree	6cm caliper, B&B
CN	4	Cornus nuttallii x kousa 'Starlight'	Starlight dogwood tree	Tree	6cm caliper, B&B
PM	3	Pseudotsuga menziesii	Douglas fir	Tree	2m tall
A	20	Amelanchier alnifolia	Serviceberry	Shrub	#10 pot, tree form
F	15	Fuschia 'Riccartoni'	Fuschia	Shrub	#1 pot
Gs	89	Gaultheria shallon	Salal	Shrub	#1 pot
Ha	26	Hydrangea arborescens 'Annabelle'	Annabelle hydrangea	Shrub	#2 pot
Hm	28	Hydrangea macrophylla 'Endless Summer'	Pink mophead hydrangea	Shrub	#2 pot
R	3	Ribes sanguineum	Red flowering currant	Shrub	#10 pot; 3' to 4' tall and wide
Re	2	Rhododendron 'Elegans'	Rhododendron	Shrub	#7 pot
T	35	Taxus x media 'Hicksii'	Hicks yew	Shrub	3' tall
V	9	Vaccinium ovatum	Evergreen huckleberry	Shrub	#2 pot
eo	128	Epimedium 'Orangekonigen'	Barrenwort	Perennial	#1 pot
hh	152	Hosta 'Halcyon'	Hosta	Perennial	#1 pot
p	133	Polystichum munitum	Western sword fern	Perennial	#1 pot



Red Sunset Maple  
Acer rubrum 'Franksred'



Starlight Dogwood Tree  
Cornus nuttallii x kousa 'Starlight'



Douglas Fir  
Pseudotsuga menziesii

This plan and design are, and at all times remain, the exclusive property of KMZ Landscapes and cannot be used or reproduced without written consent. Written dimensions shall have precedence over scaled dimensions. Contractors shall verify and be responsible for all dimensions and conditions on the job. The designer shall be informed of any variation from the dimensions and conditions on the drawing.



Project :  
Ash Mountain Construction  
3321 Brown Road  
Langford, BC

Drawing Title :  
Landscape Plan

DRAWN BY: KMZ	CHECKED BY: KMZ
SCALE: 1:200	SHEET:
DATE: June 3, 2024	

L-01



*SouthShore Forest Consultants*

Victoria B.C. &amp; Calgary, Alberta

[butcherlodi@aol.com](mailto:butcherlodi@aol.com)

250.893.9056

February 22, 2024

Attention: Gord Baier  
Ash Mountain Construction Ltd.  
5320 la Bonne Road  
Victoria BC V9L 0A3

*SouthShore Forest Consultants*

PO Box 2203, Sidney BC V8L-3S8

Phone: (250) 893-9056, email: [butcherlodi@aol.com](mailto:butcherlodi@aol.com)

GST # 777095324 RC001

Work Safe BC # 968408

Insurance/ Seafirst (CFC Underwriting - 5 million Dollar Liability- Policy PSG03515712)

Incorporation # BC1069996 Ltd.

Intermunicipal Business Licence #00016808

BC SEBASE Safe Certified #5200066

**RE: Proposed Development Project - Tree Protection Plan****Location - 3321 Luxton Rd - Langford B.C.**

On February 15, 2024 Ray Praud an Associate Consulting Arborist with SouthShore Forest Consultants provided a Basic Visual Tree Risk Assessment Level "2" on several trees positioned within the proposed development area. Our assessment has determined that six (6) trees within the site will be significantly impacted under the existing development proposal. Our assessment of the site has determined that each of the six trees must be removed under the existing proposal.

The client has proposed to develop a five (5) block (20 units) residential strata type development with road/sidewalk and landscape improvements.

Under the existing proposal each of the six trees will be significantly impacted due to development requirements. Excavation, cut, slope and building/ driveway footprints will significantly impact tree Protected Root Zones (PRZ) & Critical Root Zones (CRZ). The proposed building envelopes, combined with the road & driveway alignment will directly impact each of the six trees.

**Four (4) of the trees are considered to be Bylaw Protected under the current City of Langford Bylaw No. 2136.**

Tree Inventory – 3321 Luxton Road – City of Langford B.C.

Tomahawk Tree Services Ltd. (TTS) / SouthShore forest Consultants											
Appendix A - Tree Inventory/Hazard Ratings Summary											
Location: 3321 Luxton Rd. Langford, BC											
Date: February 15, 2024								Conditions during TTS inventory visits: 2°C, Snowing, 5km/h W Breeze			
Tag #	Species	DBH (cm)	PRZ (m)	Height (m)	Health/Structure	Canopy (r) (m)	Bylaw Protected	Action	Observations	Impact Comments	
197	Big Leaf Maple	22	4	8	FP/FP	4	Yes	Remove	6x stem AG 15,22,16,13,14,18cm. Hydro pruned. Dead wood. Included bark.	High impact - sidewalk	
198	Plum	19	3	5	F/FP	3	No	Remove	4x stem AG 11,12,13,19cm. Dead wood. Included bark.	High impact - driveway Block #1	
199	Blue Spruce	30	5	5	F/F	3	Yes	Remove	Epicormic leaders. Exposed surface roots.	High Impact - Site Improvements	
200	Norway Spruce	21	3	8	F/F	3	Yes	Remove	Basal wound AG. Exposed surface roots.	High impact - driveway Block #2	
NT1	Leyland Cypress	11	2	6	F/FP	2	No	Remove	3x stem AG 11,11,10cm. Located .25m from house foundation.	High impact - driveway Block #1	
NT2	Plum	20	3	5	FP/FP	3	Yes	Remove	2x stem AG 18,20cm est. dead wood. Located 1m from accessory building.	High impact - Foundation Block #2	

## Tree Species Identification Listing

Big leaf maple (*Acer macrophyllum*)

Plum species (*Prunus spp.*)

Blue spruce (*Picea pungens*)

Norway spruce (*Picea abies*)

Leyland cypress (*Cupressus x leylandii*)

## Tree Bio Metrics

DBH - Diameter Breast Height - Calculated at 1.41 m above grade on tree stem

PRZ - Protected Root Zone, (calculated at a ratio of 1:12) 50cm DBH = 6m PRZ

CRZ - Critical Root Zone, (calculated at a ratio of 1:6) 60cm DBH = 3m CRZ

Tree Health - P= Poor, F=Fair, G=Good

Tree Structure - P= Poor, F=Fair, G=Good

Footprint = Excavation edge along the outside of building envelope on grade. Over excavation is expected and can be up to a 1.5m distance from the outside of the proposed footprint edge.

Impact Zone = Constructive area, estimated at 0-1.5m outside the proposed building footprint.

Impact Levels - L (Low), M (Moderate), H (High)

Impact Tolerance - L (Low), M (Moderate), H (High)

## Tree Assessment Condition Rating

- Good - A tree specimen which is exempt defects, branch dieback, moderate insect and fungal identification. This tree has evenly distributed branching, trunk development and flare. The root zone is undisturbed, leaf, bud and flower production and elongation are normal for its distribution.
- Fair - A tree specimen which has minor defects, branch dieback, previous limb failure, identification of cavities and insect, or fungal identification. This tree has multiple (2-3) primary stem attachments; previous utility pruning, callus growth and poor wound wood development. Minor root girdling, soil heave and identifiable mechanical damage to the root flare or root zone.
- Poor- A tree specimen where 30-40% of the canopy is identifiably dead, large dead primary branching, limited leaf production, bud development and stem elongation. Limb loss or failure, and heavy storm damage leading to uneven weight distribution. Large pockets of decay, multiple cavities, heavy insect and fungal infection. Root crown damage or mechanical severing of roots. Root plate shifting, heavy lean and movement of soil.
- Dead- Tree has been observed to be dead with no leaf, foliar and bud development. No stump sprouts and root suckers are present.

Figure #1 – Ortho Photo 2021 – 3321 Luxton Road – Langford B.C.

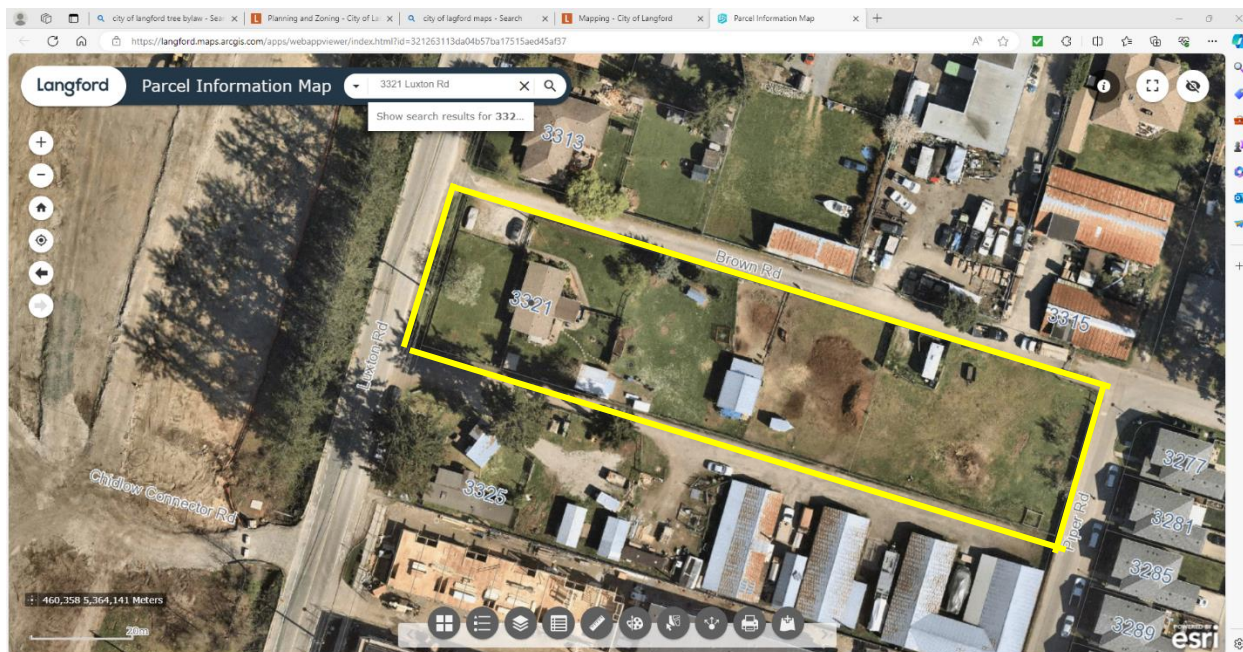


Figure #2 – Utility Infrastructure- 3321 Luxton Road – Langford B.C.

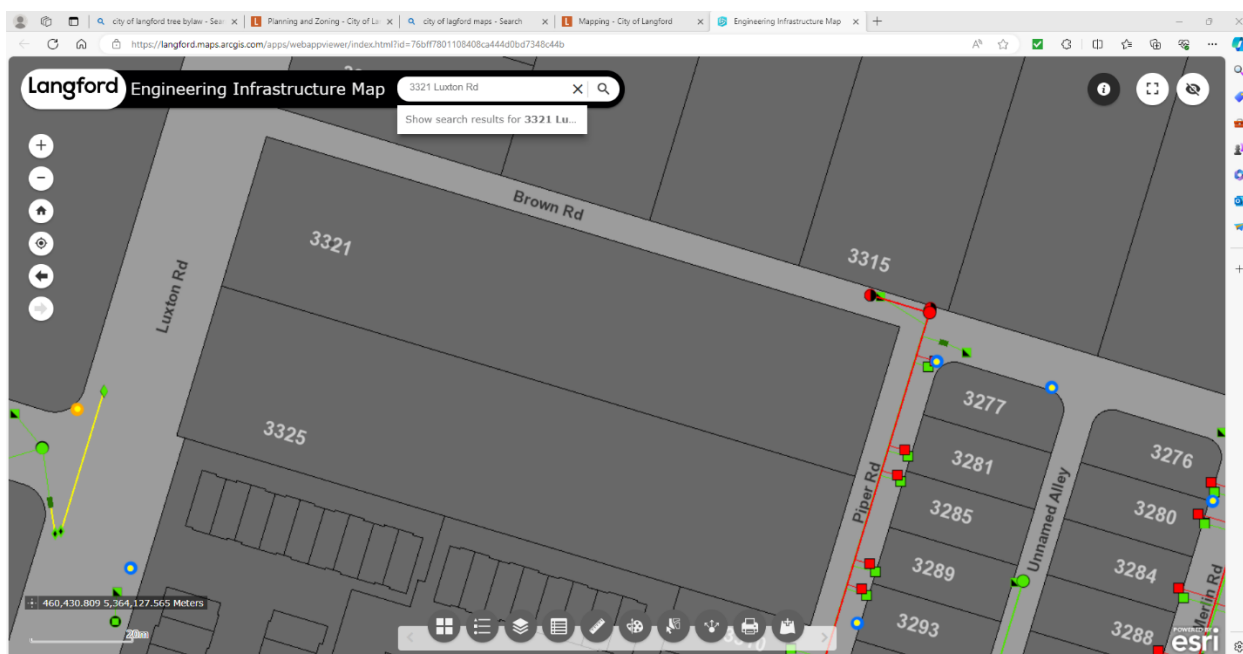


Figure #3 – Site Map & Tree Locations– 3321 Luxton Road – Langford B.C.

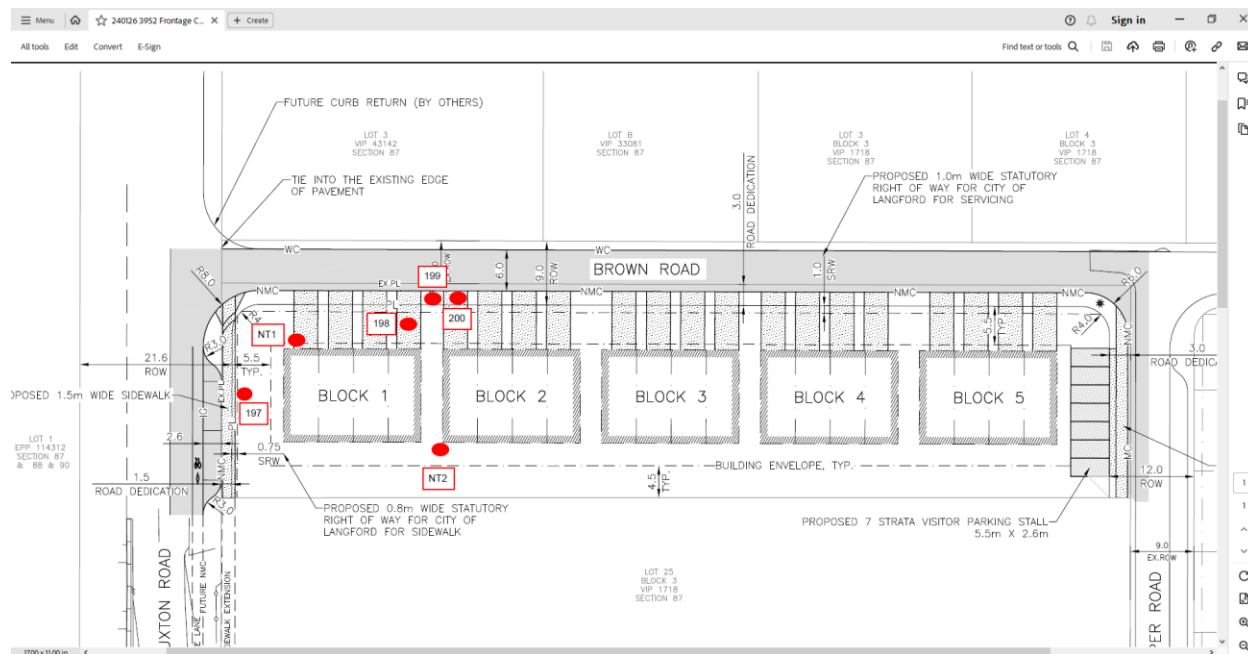


Figure #4 – Site Map & Tree Locations Expanded – 3321 Luxton Road – Langford B.C.

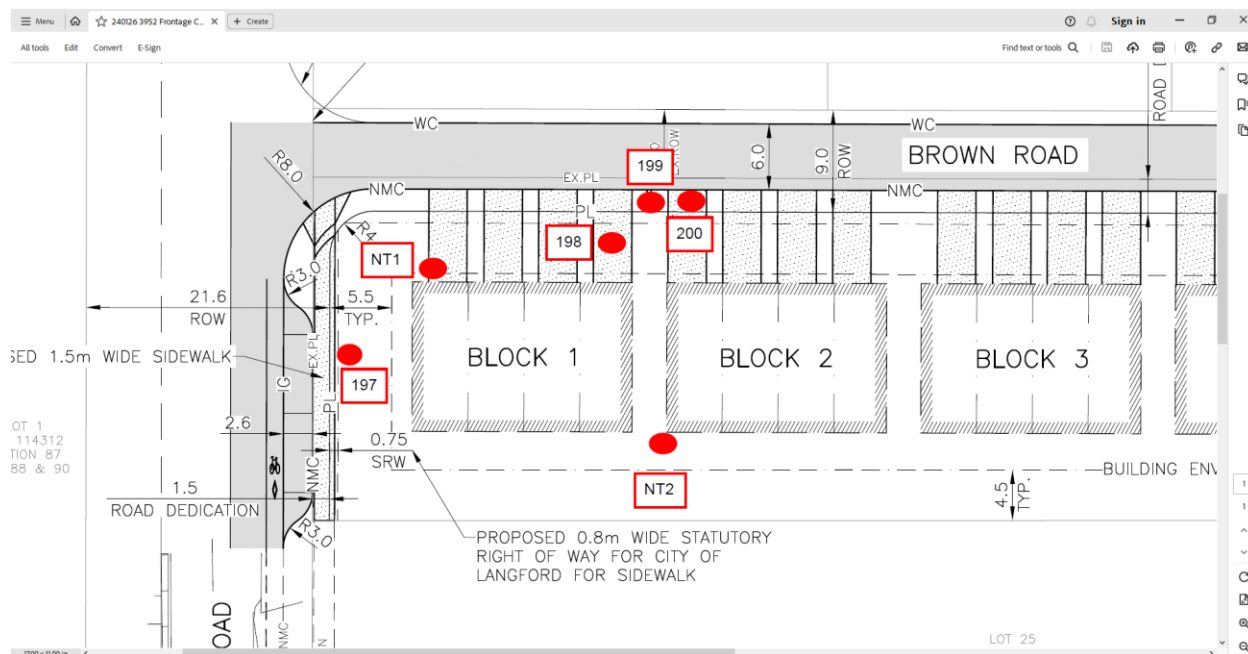
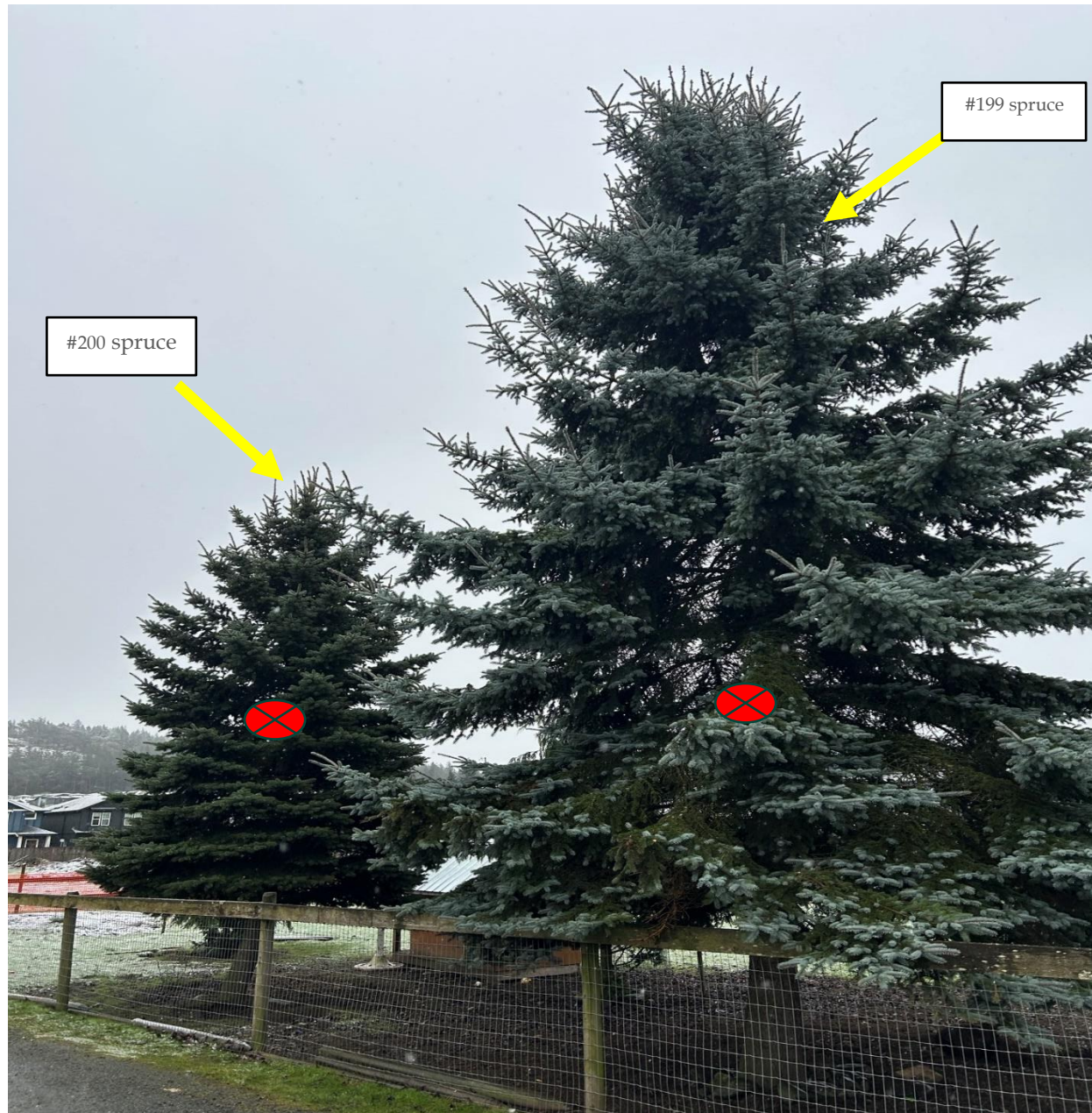




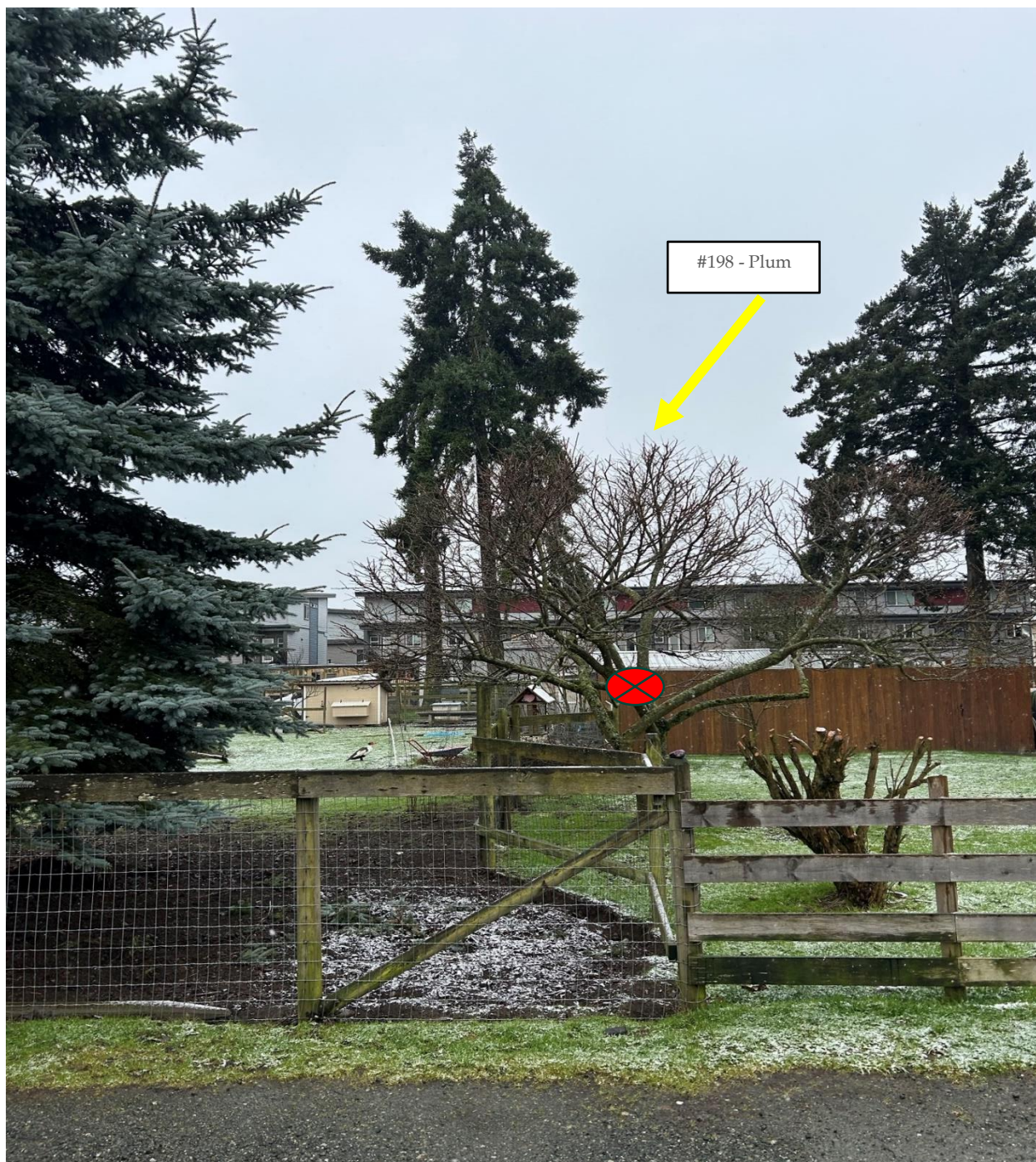
Photo #1 - #199 &amp; #200 Spruce Trees - 3321 Luxton Road



In this photo you can see the two spruce trees positioned along the Brown Road frontage. Under the existing proposal the developer will be responsible for frontage improvements which include a sidewalk. Combined with the driveway alignments each of these two trees will be significantly impacted and listed for removal during the demolition phase of the project.

Photo #2 - Plum Tree #198 - 3321 Luxton Road





In this photo you can see plum tree #198. This tree will be directly impacted, positioned in the proposed alignment of the driveway approach at “Block A”. This tree will be removed during the demolition phase of the project.





Photo #3 - NT1 Leyland Cypress - 3221 Luxton Road

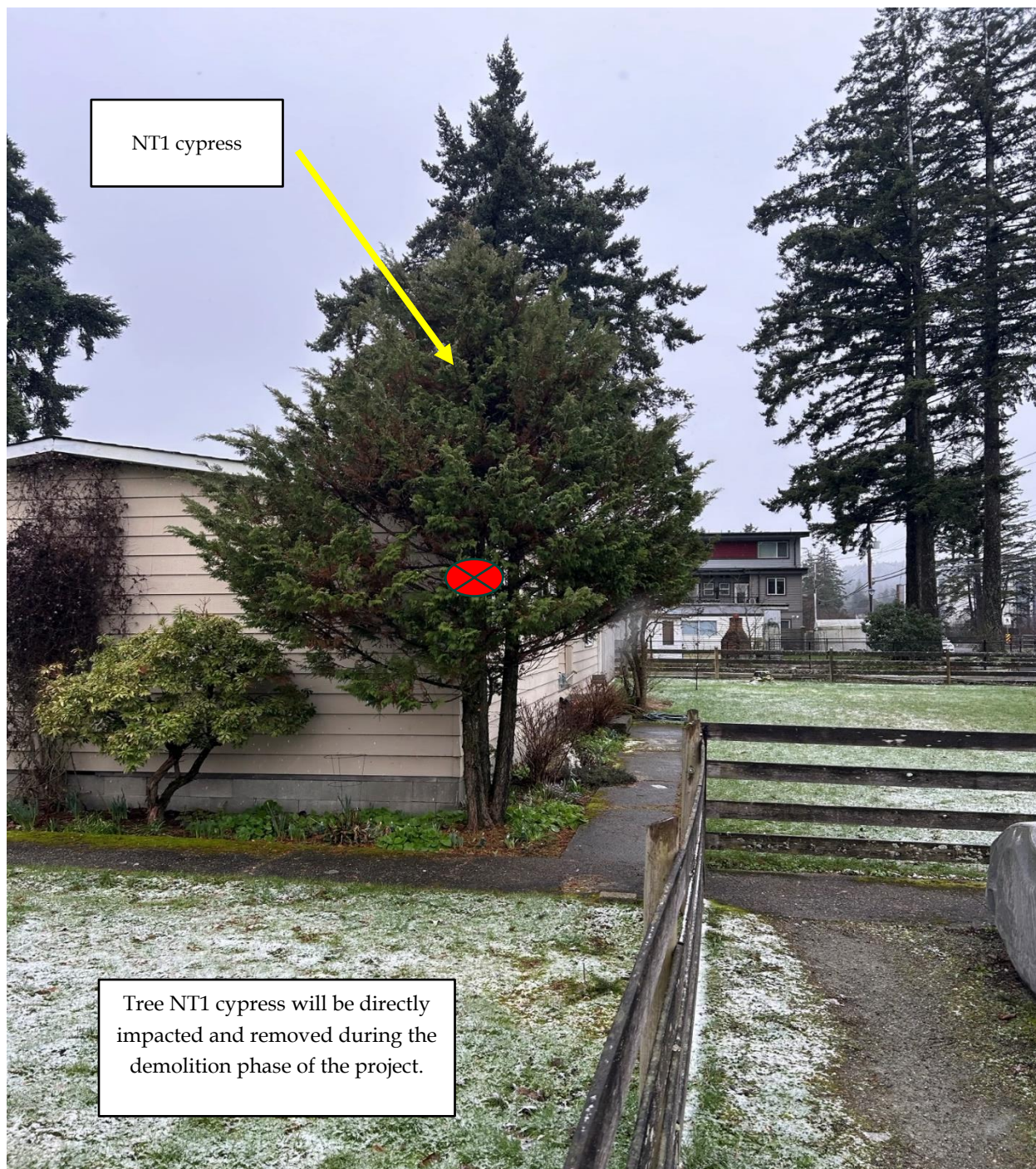




Photo #4 - #197 Big Leaf Maple - 3321 Luxton Road

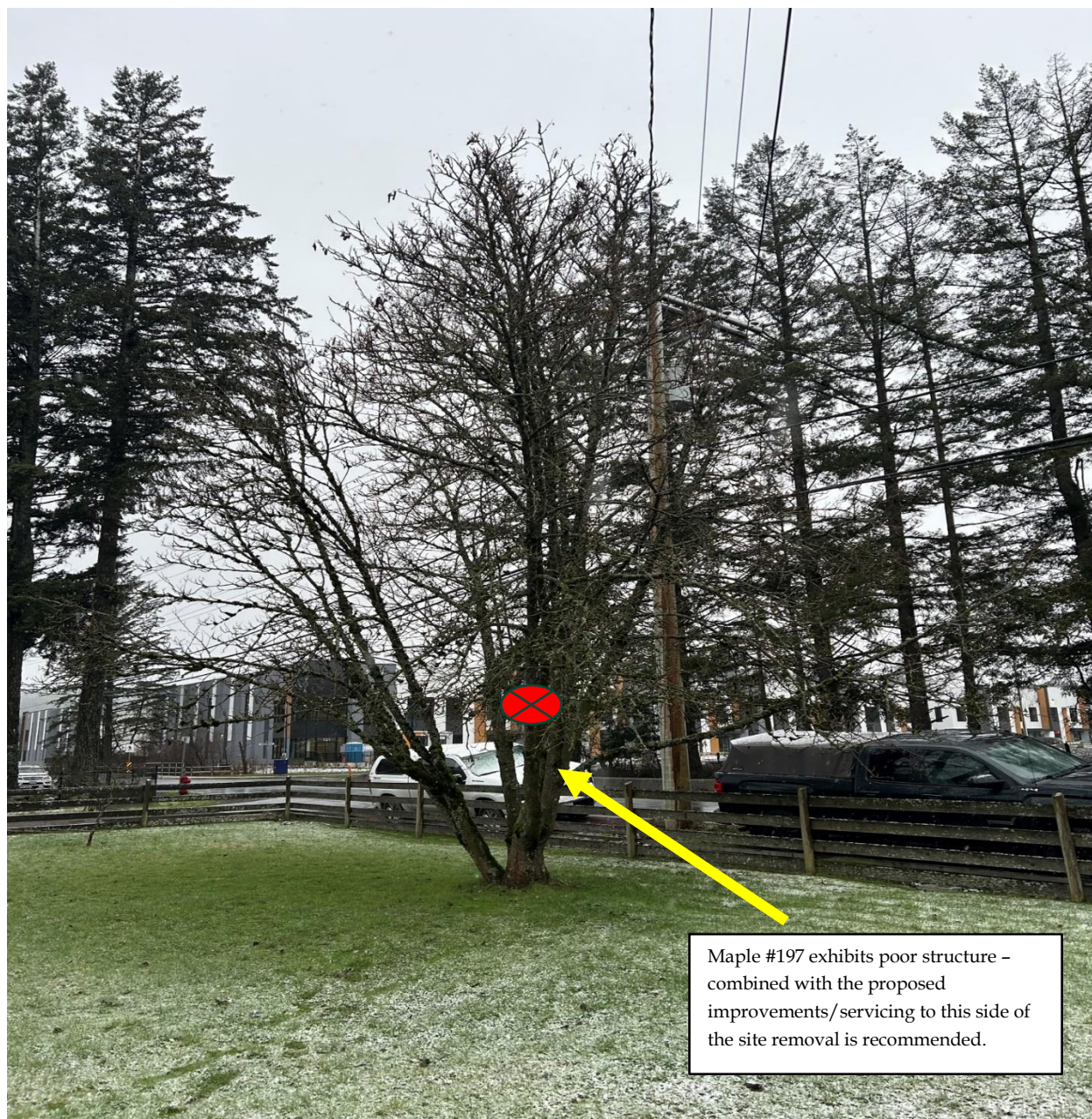




Photo #5 - NT2 Plum - 3321 Luxton Road




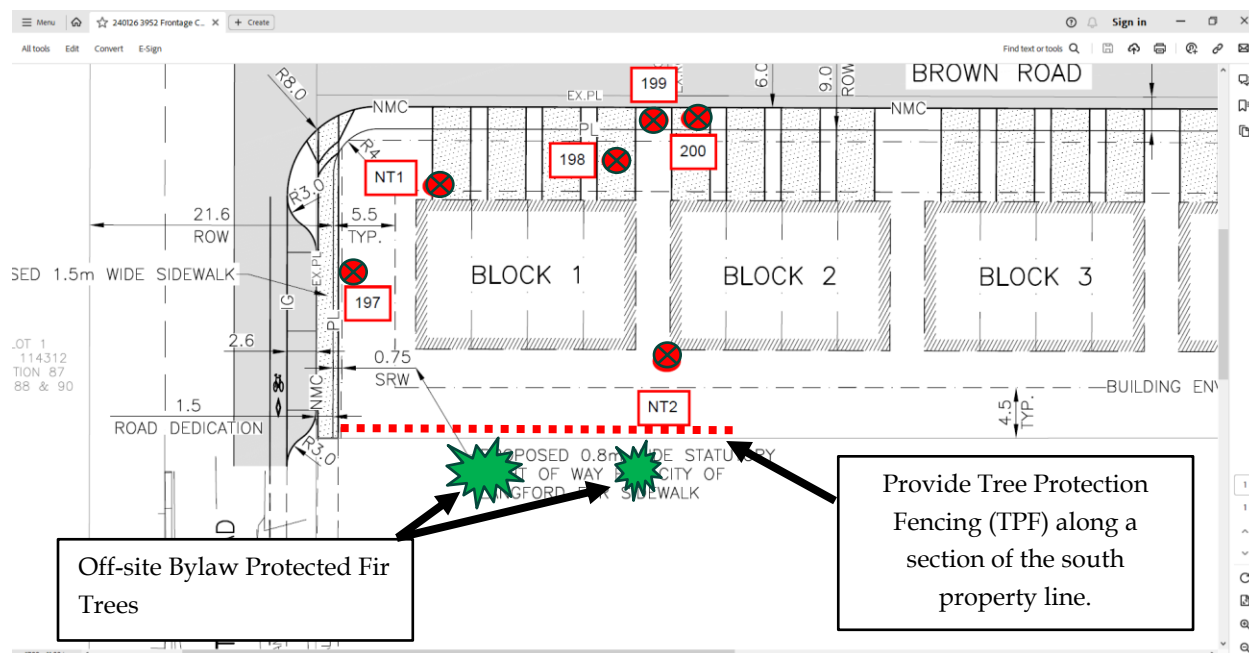
## Tree Dynamics

### Observed Potential Tree Impacts

- Each of the six trees will sustain significant impacts to tree root zones. Under the existing proposal each of the six trees must be removed.
- Soils compaction will be significant throughout most of the site. Under the existing proposal approximately 40% of the site will be covered by building footprints, driveway and servicing requirements. Combined with road, utility and hardscape improvements our assessment indicates significant root impact to all existing trees within the site.

### Tree Protection Plan (TPP) - Site Specific

- Provide Tree Protection Fencing as per Project Arborist Recommendations.
- Tree removal is indicated by 



## Tree Protection Plan – General Notes

- i. Provide a detailed sign specifying that tree protection measures are in place and will be followed during the project. Fines will be posted for malicious acts and can be placed on individuals who disregard the tree protection plan and its guidelines. Signs will be placed at each entrance of the project detailing what is expected when working in potentially high impact tree protection zones.
- ii. Provide tree protection fencing for all trees identified with protection requirement in this report. This fencing shall be four (4ft) feet in height and made of orange plastic. If required, header and footer boards will be used to secure the protective fencing. Use the City of Langford tree protection specifications.
- iii. Tree protection and root protection signs will be placed on the fencing. No entry will be allowed, unless specified by the project arborist and in their presents while on site.
- iv. Restrict vehicle traffic to designated access routes and travel lanes to avoid soil compaction and vegetation disturbances.
- v. Make all necessary precautions to prevent the storage of material, equipment, stockpiling of aggregate or excavated soils within tree protection areas. No dumping of fuels, oils or washing of concrete fluids will be allowed in tree protection zones.
- vi. Provide an onsite arborist when a risk of root damage, root cutting or limb removal is required within the tree protection zone.
- vii. Avoid alterations to existing hydrological patterns to minimize vegetation impacts to the site.
- viii. The use of a project arborist is required to provide layout of tree protection zones. The project arborist(s) will provide pre-construction information to all parties involved with the project. The arborist must be notified 72hrs prior to construction activities in sensitive areas. The project arborist should be used to provide root and branch pruning when diameters are greater than 6cm.
- ix. At no time will tree protection zones be removed from the project unless approved by the project arborist.

Each tree protection zone must be absent & clear of all construction materials and/or equipment. At no time can the fence be taken down unless the Project Arborist is contacted and approval is given. The Project Arborist must assess and assist fence removal and combined impacts which are require for construction completion. Michael Butcher 250.893.9056 – 72 hours' notice required.

## Landing/Storage Area

- Materials storage will be confined to the interior of the site.

### **Compaction Reduction**

- Project Arborist to make recommendations once TPFing is erected. Root armour will not be required in this case. (Root curtain, mulching & irrigation TBD)

### **Root Assessment and Observation**

- Provide Project Arborist for all excavation operations/requirements within this site. N/A
- Project Arborist to monitor and make further recommendations if roots greater than 6cm in diameter are exposed. N/A

### **Utility Corridor**

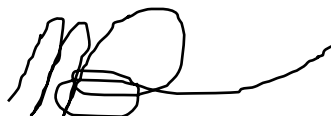
- Pending further information – all utilities have been proposed outside tree protected root zones. N/A

### **Tree Pruning - Elevation**

- Ensure that any pruning required for working distances to provide a 4-6m clearance over the development zone. This will reduce the probability of branch tear or pulling from the egress of construction equipment. Provide pruning to ANSI A300 Tree Care Industry Standards. Provide a Certified Arborist to perform tree pruning activities. (Minor pruning may be required) – N/A
- **Landscape plan - pending - Tree replacement to be mitigated at a 1:1 replacement ratio. The site can accommodate more than six (6) tree replacement plantings.**



## Michael Butcher - Consulting Arborist



Michael Butcher- President  
 SouthShore Forest Consultants  
 BSc Forestry  
 ISA-ON-0583A  
 TRAQ-#1401  
 250.893.9056

GST # 777095324 RC001  
 Work Safe BC # 968408  
 Incorporation # BC1069996  
 BC SEBASE Safe Certified #5200066

Ray Praud - Associate Consulting Arborist  
 Tomahawk Tree Service  
 ISA Certified Utility Arborist  
 TRAQ & Wildlife Assessor



### Arborist Disclosure Statement:

Arborist are tree specialists who use their education, training and experience to examine trees, recommend measures to enhance the beauty and health of trees, and attempt to reduce the risks.

Arborist cannot detect every condition that could possibly lead to structural failure of a tree.

Trees are living organisms that fail in ways we do not fully understand. Conditions are often hidden within trees and below the ground.

Arborist cannot guarantee that the tree will be healthy and safe under all circumstances, or for a specific period of time. Trees are dynamic specimens, not static. Changes in conditions including the environment are unknown.

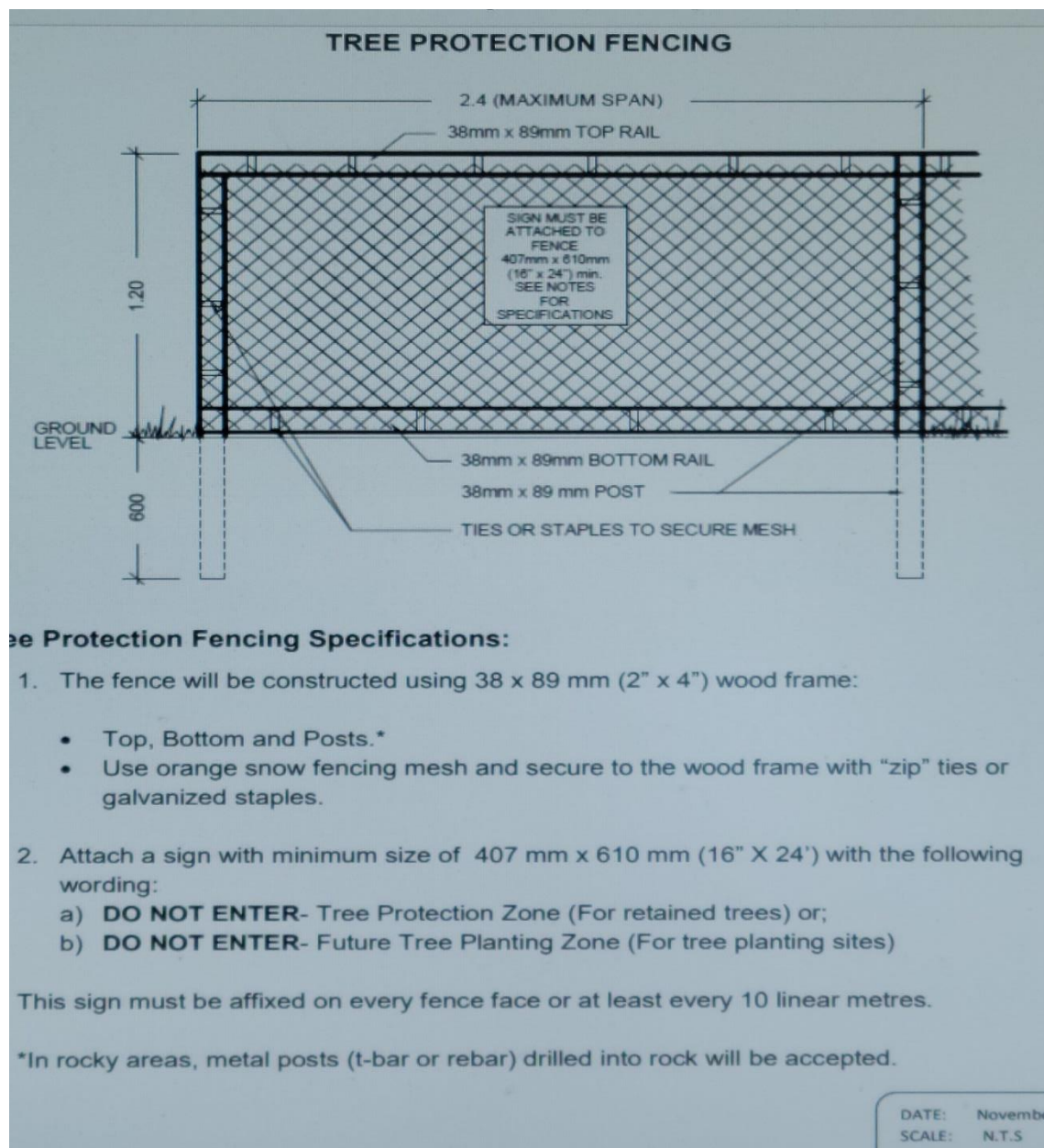
Remedial treatments cannot be guaranteed.

Trees can be managed, but they cannot be controlled. The only way to eliminate all risk is to eliminate all trees.


Figure #6 – Tree Protection Fencing Signage



Figure #7 – Tree Protection Fencing Specifications



**Although the site has been assessed, trees in the landscape are dynamic and changes could occur. This report is a static representation of the site during our assessment - Performed February 15, 2024**

MMBU Feb 22, 2024, 9:02am 



## CITY OF LANGFORD BYLAW NO. 2180

### A BYLAW TO AMEND BYLAW NO. 300, "LANGFORD ZONING BYLAW, 1999"

The Council of the City of Langford, in open meeting assembled, hereby enacts as follows:

A. Langford Zoning Bylaw No. 300, 1999 is amended as follows:

1. By deleting from the Rural Residential (RR2) Zone and adding to the Attached Housing (RM2A) Zone the property legally described as:

a) Lot 26, Block 3, Section 87, Metchosin District, Plan 1718, PID No. 007-069-332 (3321 Luxton Road);

as shown shaded on Schedule A attached to and forming part of this Bylaw.

2. By adding the following to Table 1 of Schedule AD:

Zone	Bylaw No.	Legal Description	Amenity Contributions	Eligible for Reduction in Section 2 of Schedule AD
RM2A	2180	a) Lot 26, Block 3, Section 87, Metchosin District, Plan 1718, PID No. 007-069-332 (3321 Luxton Rd)	a) \$3,660 per residential unit created towards the General Amenity Reserve Fund; and b) \$610 per unit created towards the Affordable Housing Reserve Fund	No

B. This Bylaw may be cited for all purposes as “Langford Zoning Bylaw, Amendment No. 725 (3321 Luxton Road), Bylaw No. 2180, 2024”.

READ A FIRST TIME this day of , 2024.

READ A SECOND TIME this day of , 2024.

READ A THIRD TIME this day of , 2024.

APPROVED BY THE MINISTRY OF TRANSPORTATION AND INFRASTRUCTURE this day of , 2024.

ADOPTED this day of , 2024.

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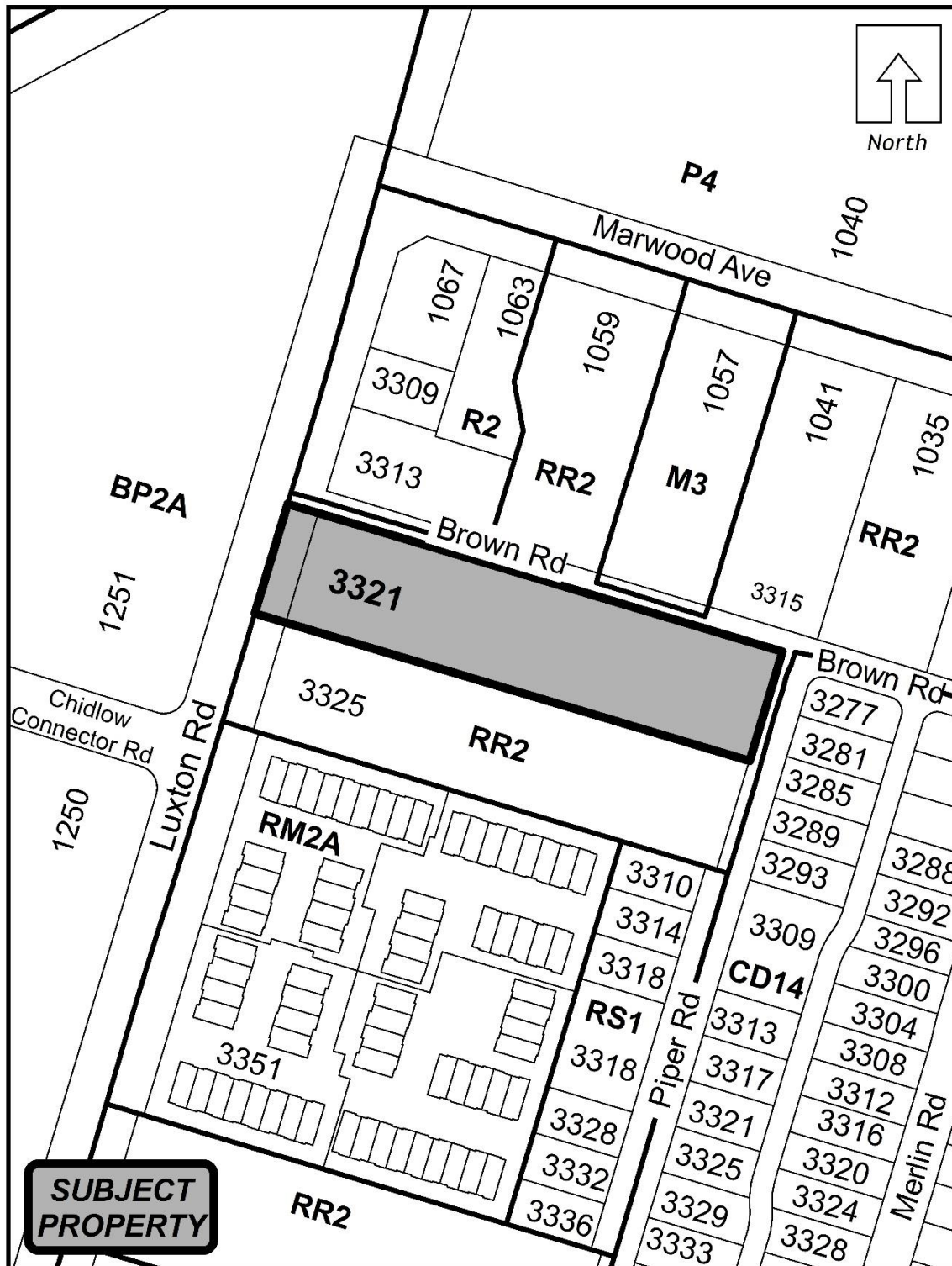
PRESIDING COUNCIL MEMBER

---

CORPORATE OFFICER



Schedule A







3321 LUXTON ROAD

Rezoning Application Z24-0003

July, 2024

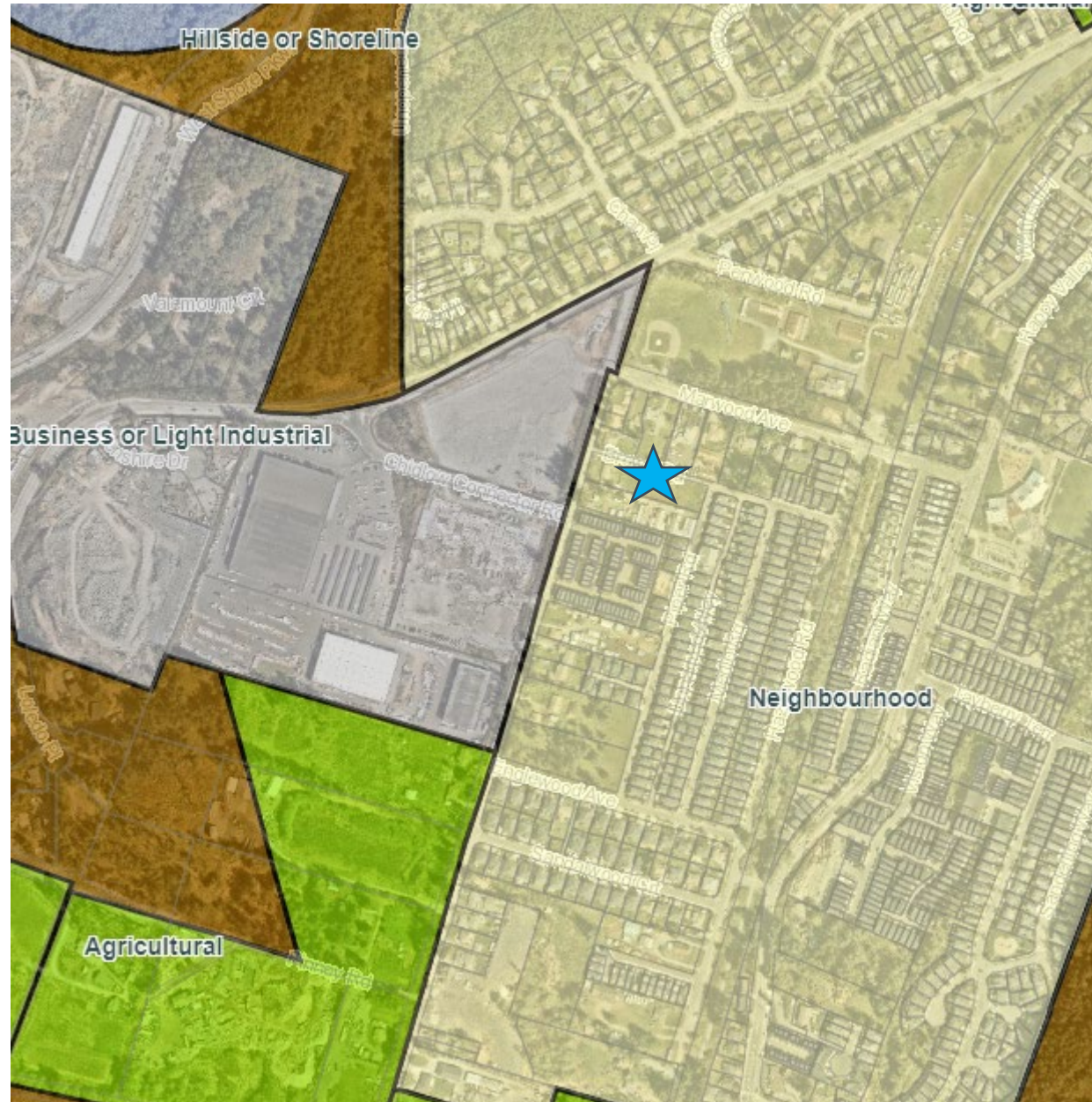
Langford, BC

# Site Location

- 3321 Luxton Road (RR2)
- Bounded on the:
  - North - Brown Road
  - East - Piper Road
  - South - RR2
  - West - Luxton Road







## Official Community Plan (OCP)

- 3321 Luxton Road  
“Neighbourhood”
- Bounded on the:
  - North - Neighbourhood
  - East - Neighbourhood
  - South - Neighbourhood
  - West - Business or Light Industrial

## Development Proposal

- ❖ **Current Zone: RR2**, Rural Residential. Allows for a multitude of uses including boarding kennels, cemetery, golf course, etc. Minimum lot size is 4 hectares (9.9 acres).
- ❖ **Proposed Zone: RM2A** Attached Housing (same as the property to the south of 3325 Luxton Road). 5 Block townhome development containing 20 units.
- ❖ **OCP: “Neighbourhood”**, predominantly residential supporting low to medium density housing including secondary suites. Parks, open spaces, schools and recreational facilities integrated into the area.
- ❖ **Parking:** Required 40 (2 per unit), providing 47. Designated visitor parking for 7 vehicles on-site accessed from Piper Road.



**Happy Valley Elementary School**  
400m Walk



**Luxton Ball Park and Fairgrounds**  
250m Walk





**3 Bedroom/3 Bathroom Townhomes  
Garage Parking and Driveway Parking**

# Townhome Development & Related Improvements

## Frontage Works:

### ❖ Luxton Road:

- ❖ Road dedication to match existing Luxton Road (2.25m)
- ❖ Bikelanes continued from the south
- ❖ Sidewalk on City land
- ❖ Scallop Parking
- ❖ Cash in Lieu for boulevard trees in accordance with Parks Department request
- ❖ Onsite landscaping along Luxton Road in strata common land to provide additional greening along Luxton Road

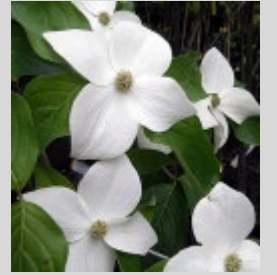
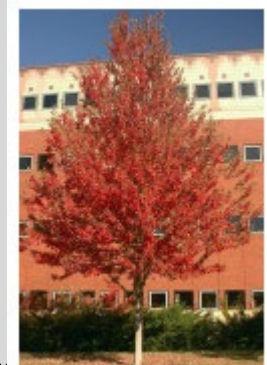
### ❖ Brown Road:

- ❖ Road dedication (3.5m)
- ❖ Connect Brown Road to existing Brown Road located east of Piper Road
- ❖ Future sidewalk will be on north side of the ultimate Brown Road right of way
- ❖ Installation of streetlights as required to meet Bylaw No. 1000
- ❖ Cash in lieu for boulevard trees per Parks Dept.

### ❖ Piper Road

- ❖ Road dedication (3.0m)
- ❖ Extension of sidewalk north along property line
- ❖ Cash in lieu for boulevard trees per Parks Dept.

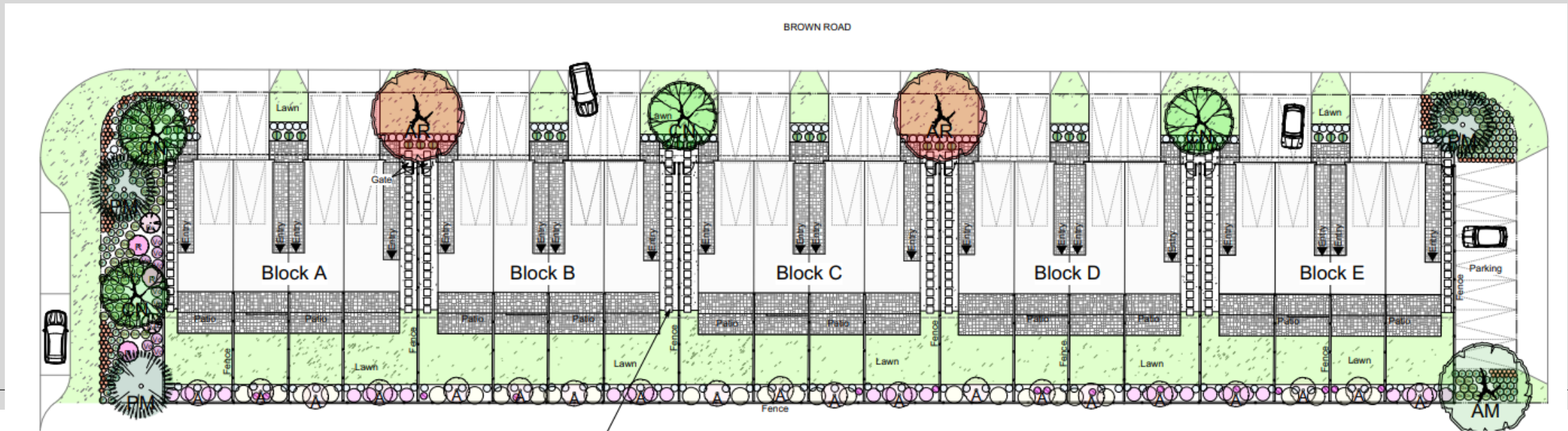
# Townhome Development & Related Improvements



## Onsite Works:

### ❖ Landscaping and Fencing:

- ❖ Fencing in the form of 6' (1.8m) solid board fence will be installed along the rear yard lot lines and the Piper Road lot line. A picket fence will be installed along the Luxton Road frontage, to the east of (behind) the proposed landscaping so that the landscaping is visible from Luxton Road.
- ❖ Strata landscaping to include landscaping within the open space between the residential fence and Luxton Road as well as on the north and south end of the Parking on Piper road





# Townhome Development & Related Improvements

## ❖ Services/Utilities:

- ❖ All new services underground
- ❖ Municipal water and sewer
- ❖ Natural gas possible but not firmed up yet
- ❖ Heat pumps for each unit

## ❖ Stormwater

- ❖ Onsite stormwater detention per request by Engineering Department
- ❖ Onsite stormwater detention will be in the rear yards, not interfering with landscaping
- ❖ In accordance with Bylaw No. 1000, no net increase in the volume of runoff or decrease in water quality




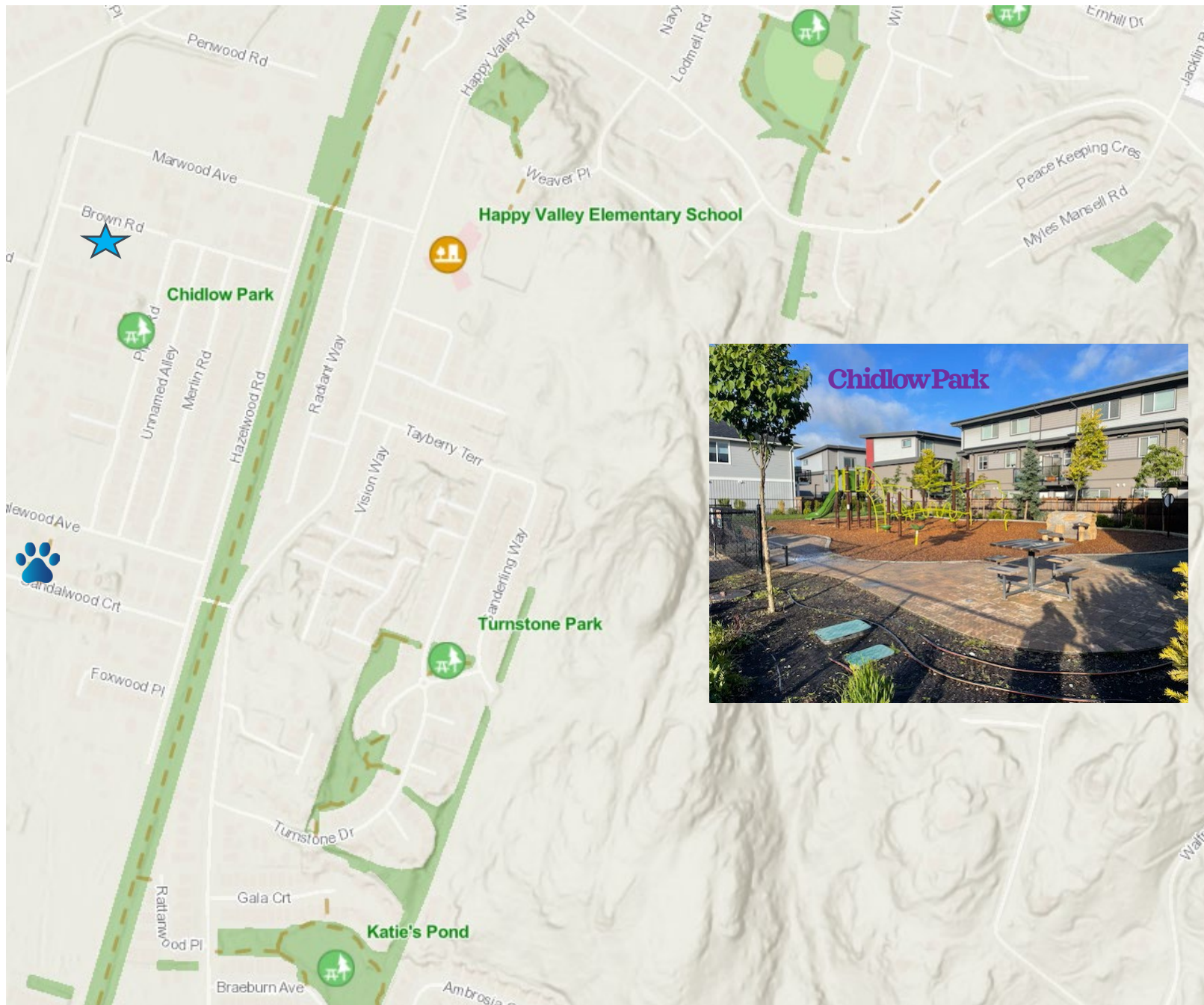
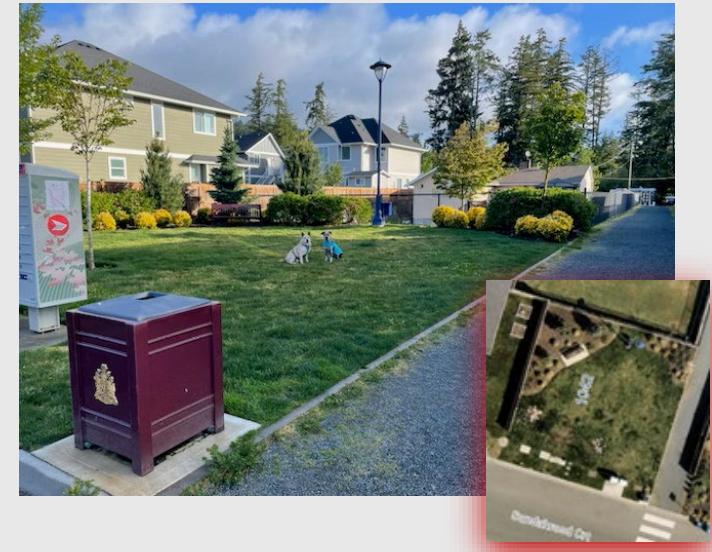


## Climate Change Considerations

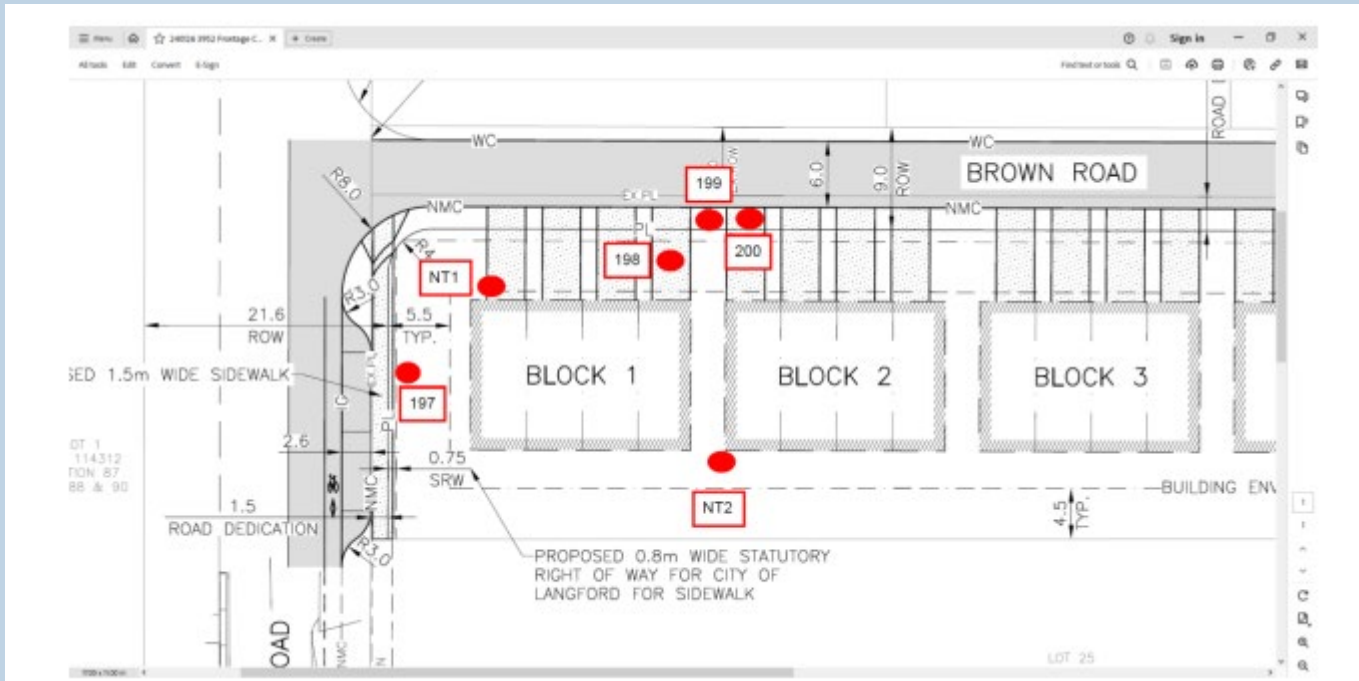
- ❖ Each garage will be roughed in for an EV charger.
- ❖ Heat pumps will be installed in each residential unit.
- ❖ Room for bicycle storage.
- ❖ Buildings to be constructed to Step 4 energy efficiency.
- ❖ Tree planting plan and landscaping approved by Planning Department at Development Permit (DP) stage. Shading and drought resistant plants will be considered.

## Walkable or Bikeable to:

- Chidlow Park (brand new, located 125m to the south)
- Galloping Goose Trail (210m due east along Brown Road)
- Happy Valley School and Playground (400m east)
- Dog Friendly  play area 1042 Sandalwood Court (550 m south)



- ❖ Ash Mountain retained SouthShore Forest Consultants to complete a Basic Visual Tree Risk Assessment for the subject site
- ❖ Six (6) trees within the site will be impacted
  - ❖ Two spruce trees along Brown Frontage (#199 and #200 below)
  - ❖ One plum tree along Brown Road (#198 below)
  - ❖ One cypress (NT1 below; NT=No Tag)
  - ❖ One big leaf maple exhibiting “poor structure” (#197 below)
  - ❖ One plum in the proposed rear yards (NT2 below)

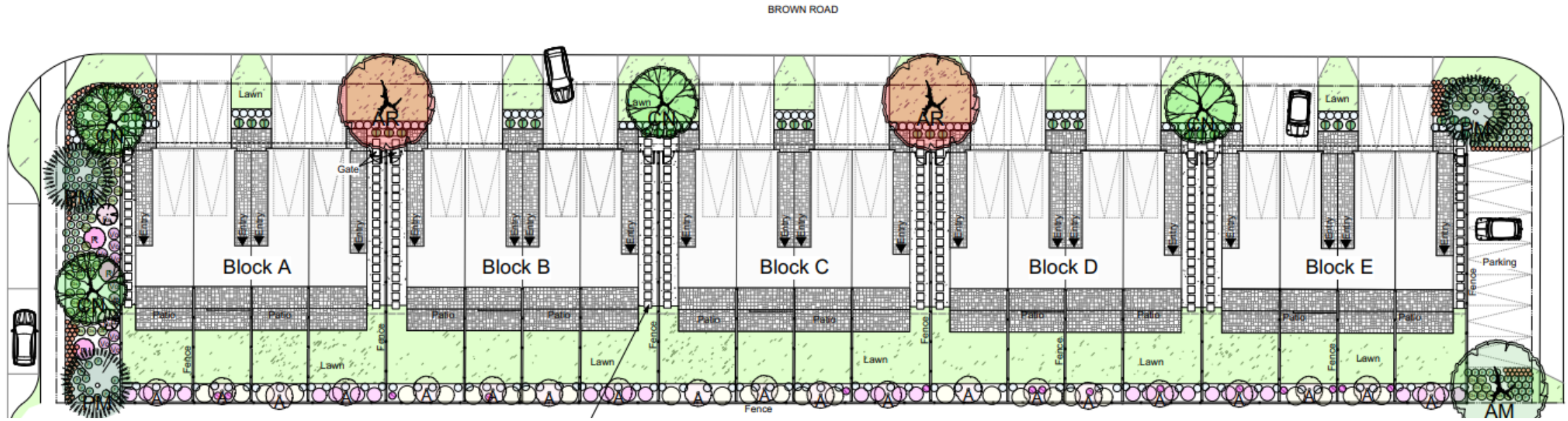


# Tree Assessment Report

## Summary:

- Six (6) trees impacted
- Parks Department has asked for cash in lieu for all boulevard trees
- Ten (10) new trees are proposed onto Strata/Private Land





# TREE REPLACEMENT PLAN



- On the week of April 30<sup>th</sup>, 2024 Ash Mountain Construction mailed out an information letter to owner/occupants residing within a 100m radius of the subject site.
- The information letter included a Landscape Rendering, Conceptual Rendering and Floor Plans for the proposed townhome development.
- Residents were invited to contact the applicant by one of three options: email, telephone, or traditional mail to the Ash Mountain Construction office.
- ***To date there has been one email received the owner/occupants.***



# Neighbourhood Consultation

Owner/Occupant  
Unit # 3351 Luxton Road  
Langford, BC V9C 0P2

April 30, 2024

Dear Owner/Occupant

**Re: Rezoning Application Z24-003 3321 Luxton Road at Brown Road, Langford**

We are contacting you today to inform you about a rezoning application that Ash Mountain Construction has submitted to the City of Langford Planning Department. The purpose of this letter is to provide information on the proposed project and receive any questions, comments or feedback you may have. A date for the rezoning application to be considered by the City of Langford's Sustainable Development Advisory Committee has yet to be determined, however we are asking for any feedback before June 5<sup>th</sup>, 2024 so that we may consider it in due course.

- A *Construction Parking Management Plan* will be submitted prior to Building Permit application for approval by the Engineering Department.
  - There is ample public parking nearby to accommodate workers including on Marwood Avenue at Luxton Road (115m away from the site). All subject to staff approval ahead of construction.
- Dust control and mud control practices will be in place. A *Sediment and Erosion Control Plan* will be submitted to the Engineering Department prior to Building Permit (BP)/with the Development Permit (DP).
- The City's *Noise Bylaw* will be adhered to.
- The site will not require significant earthworks such as blasting or deeper excavations. The buildings are all slab-on-grade construction.

## Neighbourhood Consideration During Construction

**Table 4 – Amenity Contributions per Council Policy**

<b>Amenity Item</b>	<b>Per unit</b>	<b>Total (based on 20 units)</b>
<i>General Amenity Reserve Fund</i>	\$3,660	\$73,200
<i>Affordable Housing Reserve Fund</i>	\$610	\$12,200
<b>TOTAL POLICY CONTRIBUTIONS</b>	<b>\$4,270</b>	<b>\$85,400</b>

# FINANCIAL AMENITIES

3321 Luxton Road



THANK YOU

QUESTIONS?





City of Langford

# Staff Report to Sustainable Development Advisory Committee

**DATE: Monday, July 8, 2024**

**DEPARTMENT: Planning**

**APPLICATION NO.: Z24-0011**

**SUBJECT: Bylaw No. 2188 – Application to amend the amenity contribution provisions for the property within MUE1 (Mixed-Use Residential 1) Zone located at 2787 Lakeview Terrace.**

## **EXECUTIVE SUMMARY:**

Rachael Sansom of Grayland Consulting has applied on behalf of First Mark Ventures Inc. to amend the amenity provisions (Sec. 6.53.03(2)(b) of Zoning Bylaw No. 300) of the Mixed-Use Employment 1 (MUE1) Zone for the subject property at 2787 Lakeview Terrace. The development has obtained a Development Permit for the construction of 15 townhome units, however, the project is being held up by the lump-sum amenity contribution that was expected to be for the large parcel directly to the north of the subject site. The applicant is proposing to pay amenity contributions in accordance with Council's current policy. This would be in addition to the lump sum amenity contributions already secured in the Zoning Bylaw No. 300, which will continue to be payable at the time of the development of the large neighbouring parcel. Additionally, this application gives Council the opportunity to secure requirements that align with the current objectives and have been implemented in recent rezoning applications.

## **BACKGROUND:**

### PREVIOUS APPLICATIONS

- On May 24<sup>th</sup>, 2014, Council adopted Bylaw No. 1507 which created the Mixed-Use Employment 1 (MUE1) Zone and rezoned various properties southwest of the Leigh Road Interchange to this new zone.
- In May 2016, Council adopted Bylaw No. 1661, which amended the Amenity Contribution Provisions for the MUE1 Zone, providing more options for satisfying the previously established amenity contribution.
- In December 2016, a Development Variance Permit (DVP16-0018) was issued amending DVP14-0010 such that all properties that are split-zoned MUE1 and either R2, R2A, or RR4, are subject to the same variances and conditions as DVP14-0010 (i.e. application to defer sewer servicing and to reduce minimum lot size).
- In March of 2018, an Environmental Development Permit No. DP18-0014 was issued, authorizing

the subdivision as well as land preparations on the subject property.

- In April of 2023, a Form and Character Development Permit No. DP22-0102 was issued which permitted the construction of a townhouse development containing 15 dwelling units.
- Following the original Form and Character Development Permit, an amendment DP23-0069 was issued in October of the same year for a small change in the layout of the site. The number of units remained consistent with the previous proposal.

**Table 1: Site Data**

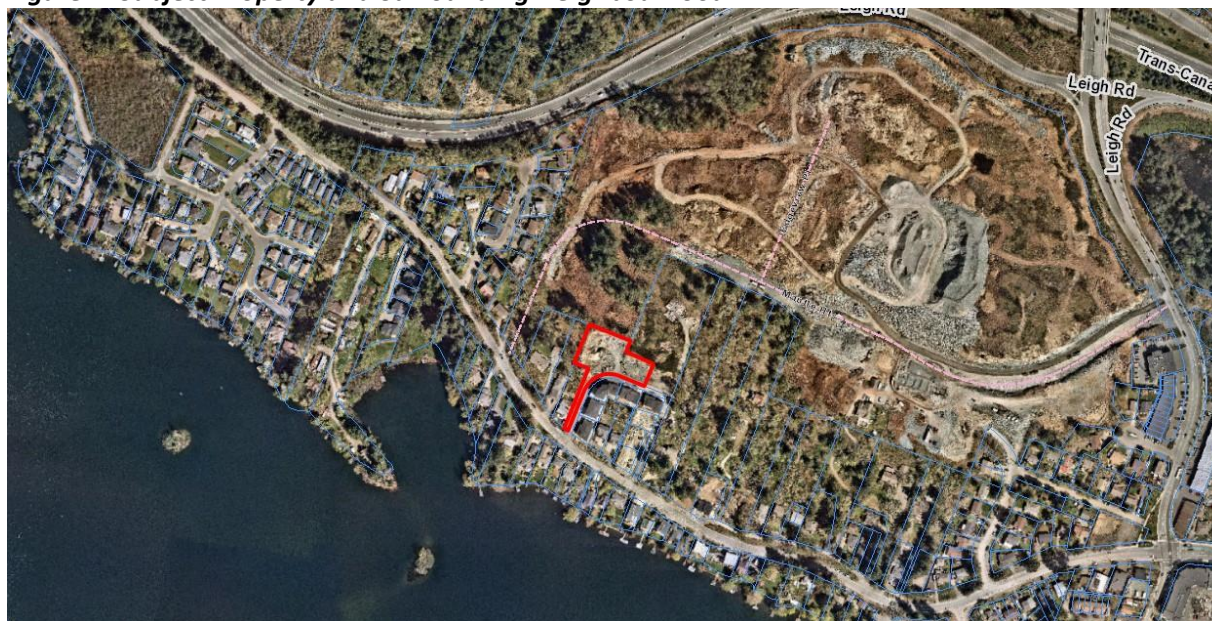
<i>Applicant</i>	Rachael Sansom	
<i>Owner</i>	First Mark Ventures Inc.	
<i>Civic Address</i>	2787 Lakeview Terrace	
<i>Legal Description</i>	Lot 1, Section 85, Esquimalt District, Plan EPP108379, PID 031-430-006	
<i>Size of Property</i>	3542m <sup>2</sup>	
<i>DP Areas</i>	Potential Habitat and Biodiversity	
<i>Zoning</i>	Existing: MUE1	Proposed: MUE1
<i>OCP Designation</i>	Existing: Mixed-Use Employment Centre, Neighbourhood	Proposed: Mixed-Use Employment Centre, Neighbourhood

#### SITE AND SURROUNDING AREA

The property is located in West Langford, north of Langford Lake, with a laneway access off Goldstream Avenue. The property is vacant and initial site clearing and grading has occurred in anticipation of future development under the existing environmental Development Permit. Clearing and grading is currently underway on the large parcel directly north of the subject property.

The proposed development is also located within the 800m of a Controlled Access Highway under the jurisdiction of the Ministry of Transportation and Infrastructure (MoTI) and is therefore subject to their review.

**Figure 1: Subject Property and Surrounding Neighbourhood**



**Table 2: Surrounding Land Uses**

	<b>Zoning</b>	<b>Use</b>
<i>North</i>	MUE1 (Mixed-Use Employment 1)	Land clearing and grading underway
<i>East</i>	MUE1 (Mixed-Use Employment 1) R2 (One- and Two-Family Residential)	Single-family residential
<i>South</i>	RL1 (Residential Lakeshore)	Lakefront single-family residential
<i>West</i>	MUE1 (Mixed-Use Employment 1) R2 (One- and Two-Family Residential)	Single-family residential

COUNCIL POLICY

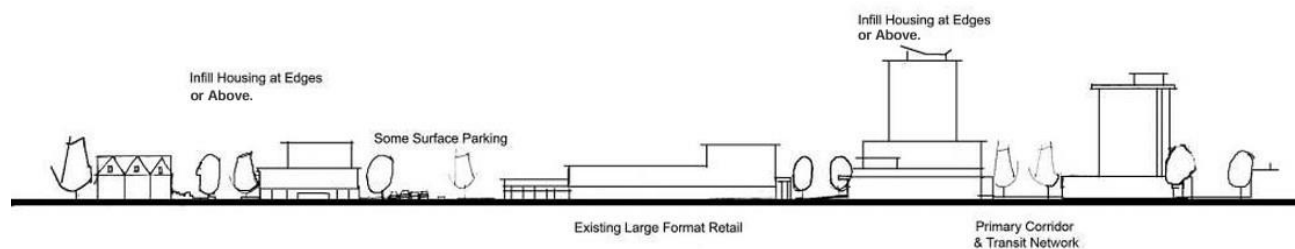
OFFICIAL COMMUNITY PLAN

The Official Community Plan (OCP) Bylaw No. 1200 designated the subject properties as “Mixed-Use Employment Centre”, which is defined by the following text:

- *A predominantly workplace precinct that includes business of all types including commercial, light industrial, and institutional*

- An ideal location for creative or innovative infill housing (such as artisan live-work, mixed use buildings, etc.) that does not jeopardize the long-term function of the centre as an employment node
- Parks, public squares and open spaces are integrated throughout
- Centre is an inter-city and/or inter-regional transit hub that connects residents and employees

#### A Concept for a Mixed-Use Employment Centre



#### DEVELOPMENT PERMIT AREAS

As mentioned, the subject property is located within the *Potential Habitat and Biodiversity* Development Permit Area. This designation was previously addressed through environmental Development Permit No. DP18-0014. An Environmental Impact Assessment prepared by a Registered Professional Biologist was secured through the Development Permit process, which provided site specific mitigation and remediation measures.

Additionally, the Form and Character Development Permit has been issued to permit the construction of 15 townhouse units within 4 blocks. To remain consistent with the townhouse developments that have been recently rezoned, Council may wish to take this opportunity to require that garages are to be used for parking of vehicles and not storage of items in a manner that would prevent utilization of the garage spaces for parking purposes. Council may wish to have the covenant registered in favor of the strata so that they are responsible for enforcing the covenant instead of the City.

#### LOW CARBON CONCRETE & HEAT PUMPS

Since the original rezoning of the subject property through the creation of the MUE1 zone in 2014, Council has adopted a new policy that would be applicable to the subject property today. In order to stay consistent with the City's environmental stewardship efforts and with the recently rezoned developments, Council may wish to take this opportunity to secure a covenant that requires the applicant to utilize ready-mix concrete that meets or exceeds the weighted average Global Warming Potential targets based on Concrete BC Baseline (average) mix data from the construction of the proposed development, in accordance with Council's Low Carbon Concrete Policy POL-0167-PLAN.



In the similar matter, Council may also wish to secure a requirement of mandating the use of heat pumps for heating and cooling, to remain consistent with the recent rezoning applications.

## COMMENTARY:

### DEVELOPMENT PROPOSAL

As noted above, the applicant has applied to amend the density contribution provisions for the subject property at 2787 Lakeview Terrace. Currently, the amenity contributions secured through Bylaw No. 1661 are applicable to all properties within the MUE1 zoning designation, which limits the residential density to 3 dwelling units for the entirety of the zone, unless the applicant provides the amenity contributions as per the Zoning Bylaw No. 300. Density contributions provisions secured through Bylaw No. 1661 for the entirety of the MUE1 zone are as follows:

*(2) Despite Subsection 6.53.03(1), there may be more than three residential dwelling units and more than 150m<sup>2</sup> (1,615 ft<sup>2</sup>) of non-residential gross floor area in the Mixed-Use Employment 1 (MUE1) Zone, but not more than 92,900 m<sup>2</sup> (999,967.2 ft<sup>2</sup>) of gross floor area in Area A and not more than 204,386 m<sup>2</sup> (2,200,00 ft<sup>2</sup>) of gross floor area in Area B in the owner of the land proposed to be built upon has:*

- a. Consolidated the lands that are within the MUE1 Zone;*
- b. Entered into an agreement with the City of Langford, to the satisfaction of Council, to provide to the City;*
  - (i) \$1,000,000 towards the City's General Amenity reserve fund; OR*
  - (ii) An alternative amenity with a demonstrable value equivalent to \$1,000,000; OR*
  - (iii) A transfer of 15% of the lands located within MUE1 Zone to the City of Langford; OR*
  - (iv) Some equivalent combination of (1) and/or (ii) and/or (iii);*

AND

- c. Provides a traffic impact study that analyzes the impact of the proposed development on the surrounding road network, and has entered into an agreement with the City of Langford with regards to required road dedication and off-site traffic improvements recommended by the traffic impact study, to the satisfaction of the Director of Engineering.*

Although the current prescribed amenity contributions are not specifically attributed to the large parcel to be developed north of the subject site, the idea at the time of rezoning was that large lump sum density amenity contributions would be secured with the development of the larger parcel, and the development of the smaller residual parcels would follow.

Currently, one of such smaller properties is ready to move forward with construction and would like to develop the property independently of the mixed-use development that is to occur to the north of the site. The applicant is proposing to pay amenity density contributions as per the Council's current policy, to be secured through this text amendment rezoning in Bylaw No. 2188.

It should be noted that amenity contribution provisions stipulated in Section 6.53.03(2) for the MUE1 zone would remain secured in the Zoning Bylaw No. 300 through Bylaw No. 1661 and would be payable with the first building permit for any other property zoned MUE1, excluding the subject site. As such, the amenity contribution provisions for this site would be in addition to what would be obtained with the development of the large parcel north of the site.

#### **FINANCIAL IMPLICATIONS:**

As mentioned previously, amenity contribution secured through Bylaw No. 2188 will be in addition to amenity contributions already secured through Bylaw No. 1661. A summary of Amenity Contributions and Development Cost Charges that the developer will be expected to pay, is outlined in Tables 4 and 5 below.

#### COUNCIL'S AMENITY CONTRIBUTION POLICY

The amenity contributions that apply as per Council's current Affordable Housing and Amenity Contribution Policy are summarized in Table 4 below, based the current floor plans and total density of 15 residential units.

**Table 4 – Amenity Contributions per Council Policy**

<b>Amenity Item</b>	<b>Per unit contribution</b>	<b>Total (based on 15 units)</b>
<i>General Amenity Reserve Fund</i>	\$3,660	\$54,900
<i>Affordable Housing Reserve Fund</i>	\$610	\$9,150
<b>TOTAL POLICY CONTRIBUTIONS</b>	<b>\$4,270</b>	<b>\$64,050</b>

**Table 5 - Development Cost Charges**

<b>Development Cost Charge</b>	<b>Per Unit Contribution</b>	<b>Total (based on 15 units)</b>
<i>Roads</i>	\$3,865	\$57,975

<i>Park Improvement</i>	\$1,948	\$29,220
<i>Park Acquisition</i>	\$130	\$1,950
<i>ISIF</i>	\$371.25	\$5,568.75
<b>Subtotal (DCC's to Langford)</b>	<b>\$6,314.25</b>	<b>\$94,723.75</b>
<i>CRD Water</i>	\$2,557	\$38,355
<i>School Site Acquisition</i>	\$900	\$14,400
<b>TOTAL DCC's (estimated)</b>	<b>\$3,457</b>	<b>\$52,755</b>

#### LEGAL IMPLICATIONS:

Should Council choose to proceed with consideration of Bylaw No. 2188, it will be scheduled for consideration of first, second and third readings. As per recent changes to the *Local Government Act*, a Public Hearing is not permitted.

The amenity contributions specified in Table 4 above are incorporated into Bylaw No. 2188 and will be payable at the time of building permit along with the current Development Cost Charges specified in the various DCC Bylaws.

Council's other conditions of approval would be registered in a Section 219 Covenant in priority of all other charges on title prior to consideration of Bylaw Adoption.

#### OPTIONS:

##### Option 1

THAT the Sustainable Development Advisory Committee recommend that Council:

1. Proceed with consideration of First, Second, and Third Reading of Bylaw No. 2188 to amend the amenity contributions for the property located at 2787 Lakeview Terrace, after the notification process has been completed, and subject to the following terms and conditions:
  - a. That the applicant provides, in lieu of the amenity contributions outlined in section 6.53.03(2)(b) of Zoning Bylaw No. 300, **as a bonus for increased density**, the following contributions per dwelling unit beyond the permitted density of three residential units, **prior to the issuance of a building permit**:
    - i. \$610 towards the Affordable Housing Reserve Fund; and
    - ii. \$3,660 towards the General Amenity Reserve Fund;

- b. That the applicant, **prior to Bylaw Adoption**, registers a Section 219 covenant in priority of all other charges on title, that agrees to the following:
  - i. That electric heat pumps will be installed in all townhouse units;
  - ii. That all concrete used on-site will utilize ready-mix concrete that meets or exceeds the weighted average Global Warming Potential targets based on Concrete BC Baseline (average) mix data, and that prior to the issuance of a Building Permit the applicant shall provide a Type III Environmental Product Declaration that is 3<sup>rd</sup> party verified specifying the total Global Warming Potential value and confirming that the proposed development meets the requirements of Low Carbon Concrete Policy POL-0167-PLAN;
  - iii. That a separate covenant be registered prior to issuance of a building permit for the proposed development agreeing that the garages are to be used for the parking of vehicles and not the storage of items preventing the parking of vehicles therein, in favour of the strata.

**OR Option 2**

THAT the Sustainable Development Advisory Committee recommend that Council take no action with respect to this application to amend the amenity contributions for the property at 2787 Lakeview Terrace under Bylaw No. 2188 until such time as the following items are addressed and reviewed by the Sustainable Development Advisory Committee:

- a. \_\_\_\_\_;
- b. \_\_\_\_\_;
- c. \_\_\_\_\_;

**SUBMITTED BY: Anastasiya Mysak, Planner I**

- Concurrence:** Matthew Baldwin, RPP, MCIP, Director of Development Services
- Concurrence:** Leah Stohmann, RPP, MCIP, Director of Community Planning and Climate Change
- Concurrence:** Donna Petrie, Senior Manager of Communications & Economic Development
- Concurrence:** Melisa Miles, Manager of Legislative Services
- Concurrence:** Yari Nielsen, Director of Parks, Recreation and Facilities
- Concurrence:** Katelyn Balzer, P.Eng., Director of Engineering and Public Works
- Concurrence:** Michael Dillabaugh, CPA, CA, Director of Finance
- Concurrence:** Marie Watmough, Director of Legislative & Protective Services
- Concurrence:** Braden Hutchins, Deputy Chief Administrative Officer
- Concurrence:** Darren Kiedyk, Chief Administrative Officer

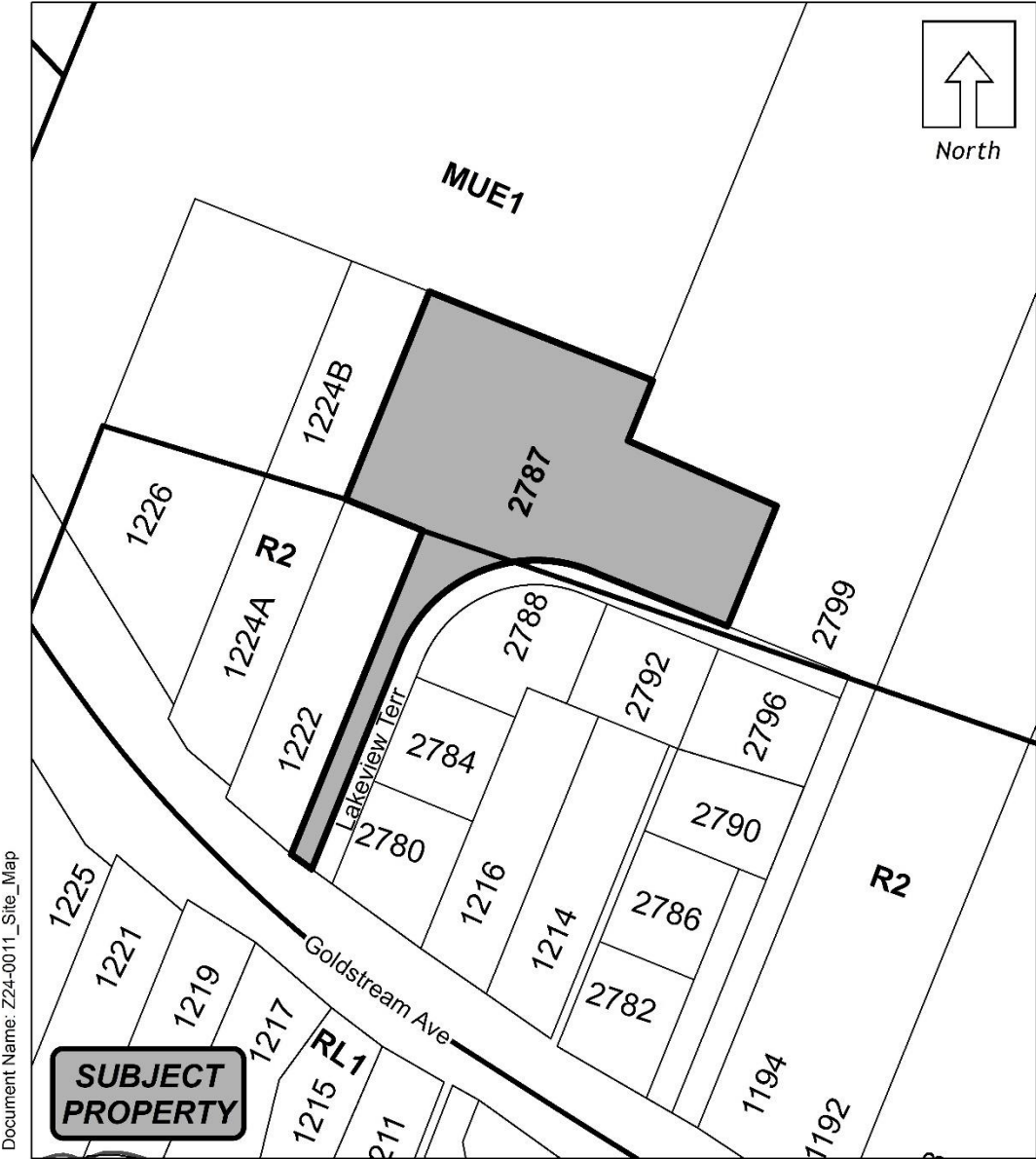
Attachment(s):

Bylaw No. 2188



Appendix A – Site Map

**REZONING BYLAW AMENDMENT  
( Z24-0011 )  
2787 Lakeview Terr**



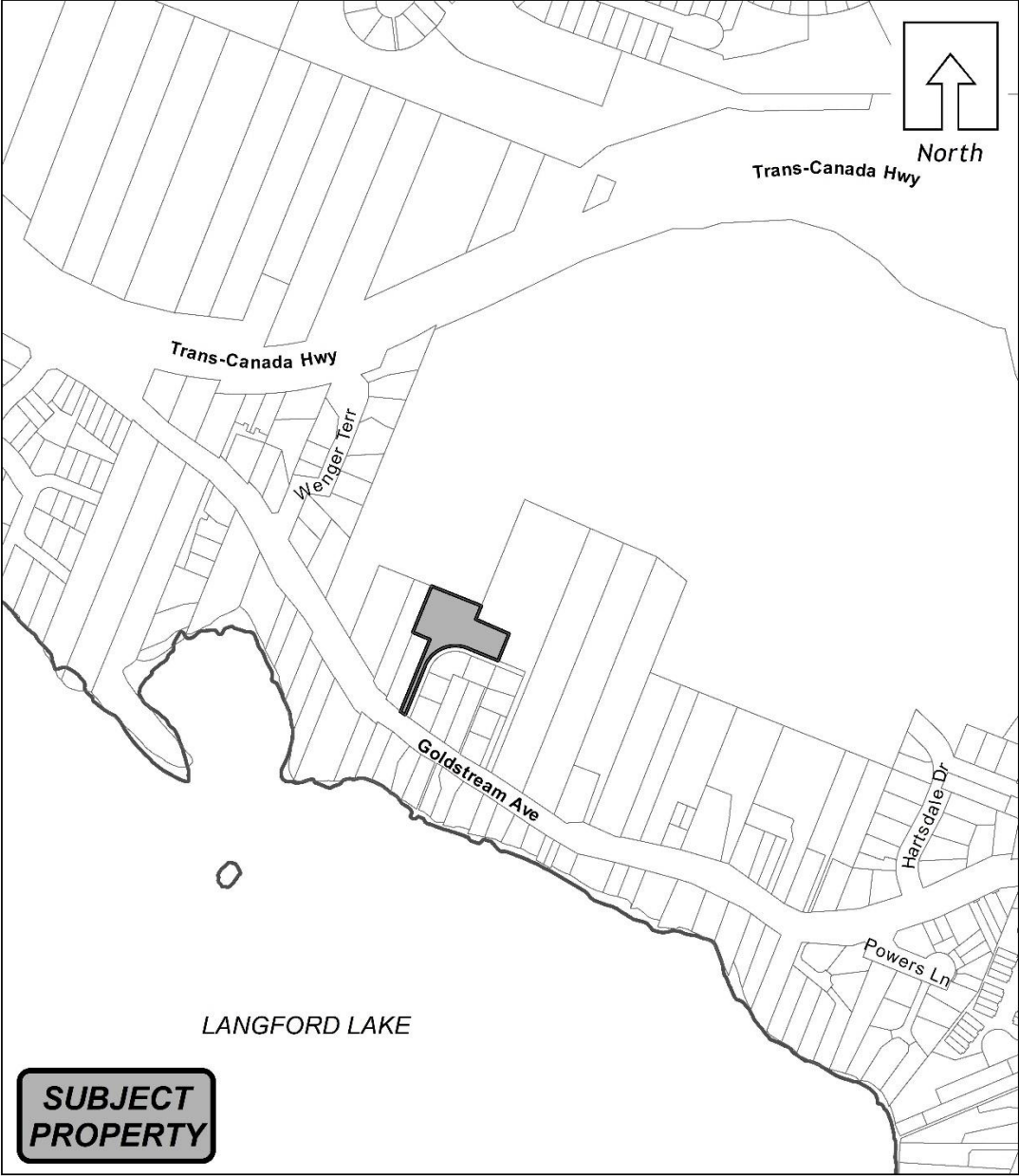
Document Name: Z24-0011\_Site\_Map

Scale: N.T.S.

Last Revised: 2024-06-12

Appendix B – Location Map

**REZONING BYLAW AMENDMENT  
( Z24-0011 )  
2787 Lakeview Terr**



Document Name: Z24-0011\_Location\_Map

Scale: N.T.S.

Last Revised: 2024-06-12

## CITY OF LANGFORD BYLAW NO. 2188

### A BYLAW TO AMEND BYLAW NO. 300, "LANGFORD ZONING BYLAW, 1999"

The Council of the City of Langford, in open meeting assembled, hereby enacts as follows:

A. Langford Zoning Bylaw No. 300, 1999 is amended as follows:

1. By adding the following text as Section 6.53.03(7):

(7) Notwithstanding Subsection 6.53.03(2), on lands whose legal description is Lot 1, Section 85, Esquimalt District, Plan EPP108379, PID 031-430-006 (2787 Lakeview Terrace), the number of residential dwelling units can exceed three units, if the owner of the land proposed to be built upon:

a) Pays to the City the amount specified in Column 4 of Table 1 of Schedule AD, prior to issuance of a building permit.

2. By adding the following text to Table 1 of Schedule AD:

<b>Zone</b>	<b>Bylaw No.</b>	<b>Legal Description</b>	<b>Amenity Contributions</b>	<b>Eligible for Reduction in Section 2 of Schedule AD</b>
MUE1	2188	Lot 1, Section 85, Esquimalt District, Plan EPP108379, PID No. 031-430-006, (2787 Lakeview Terrace)	a) \$3,660 per residential unit created, beyond the first three residential units, towards the General Amenity Reserve Fund; and b) \$610 pe unit created, beyond the first three residential units, towards the Affordable Housing Reserve Fund	No

B. This Bylaw may be cited for all purposes as "Langford Zoning Bylaw, Amendment No. 728 (2787 Lakeview Terrace), Bylaw No. 2188, 2024".

READ A FIRST TIME this day of , 2024.

READ A SECOND TIME this day of , 2024.

READ A THIRD TIME this day of , 2024.

APPROVED BY THE MINISTRY OF TRANSPORTATION this day of , 2024.

ADOPTED this day of , 2024.

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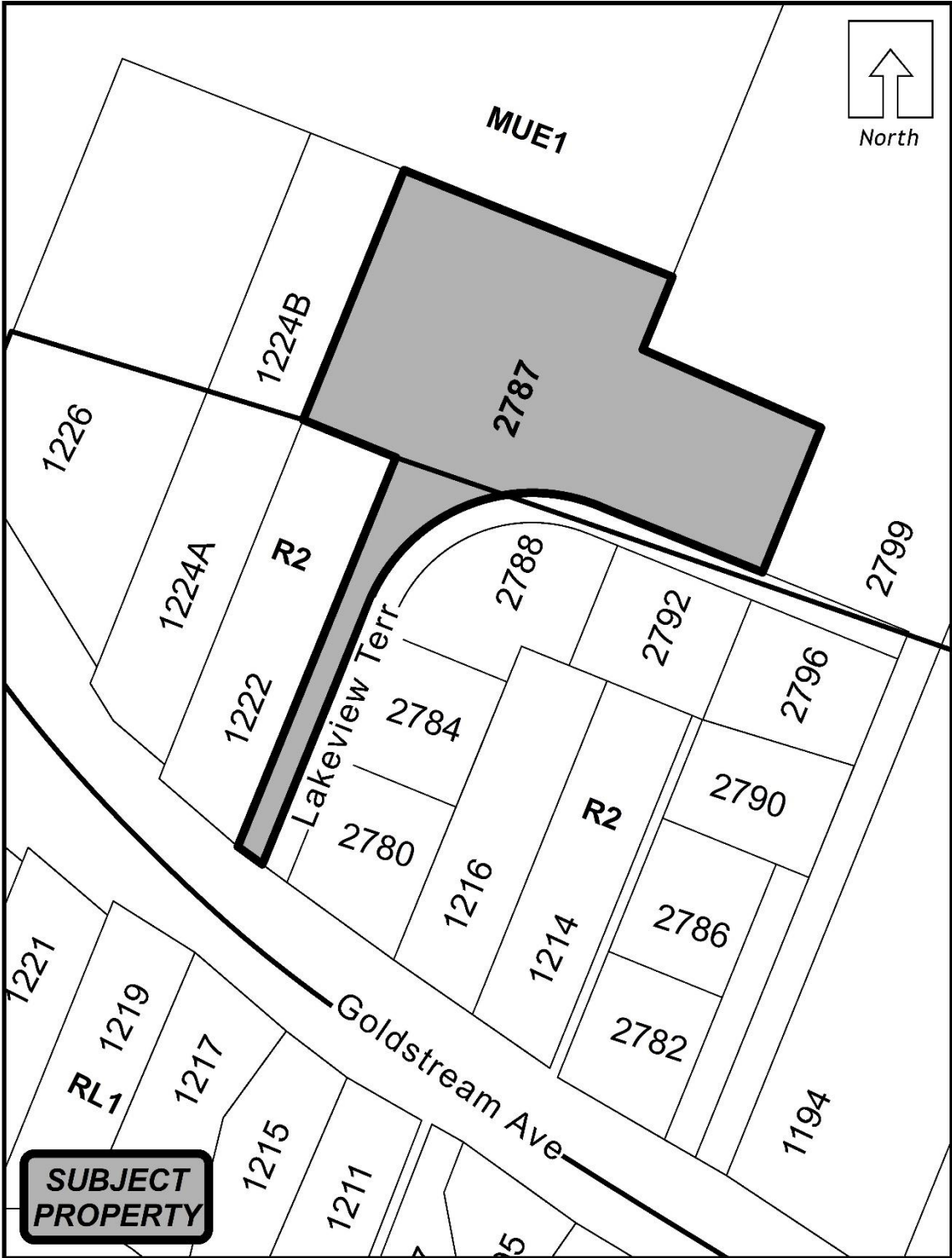
PRESIDING COUNCIL MEMBER

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CORPORATE OFFICER



Schedule A



# 2787 Lakeview Terrace

Text Amendment to the MUE1 Zone

SDAC July 8<sup>th</sup> 2024

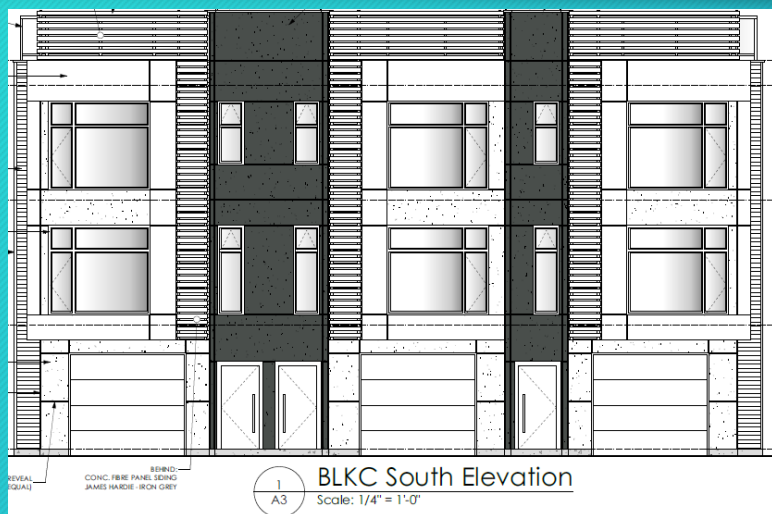




# Location

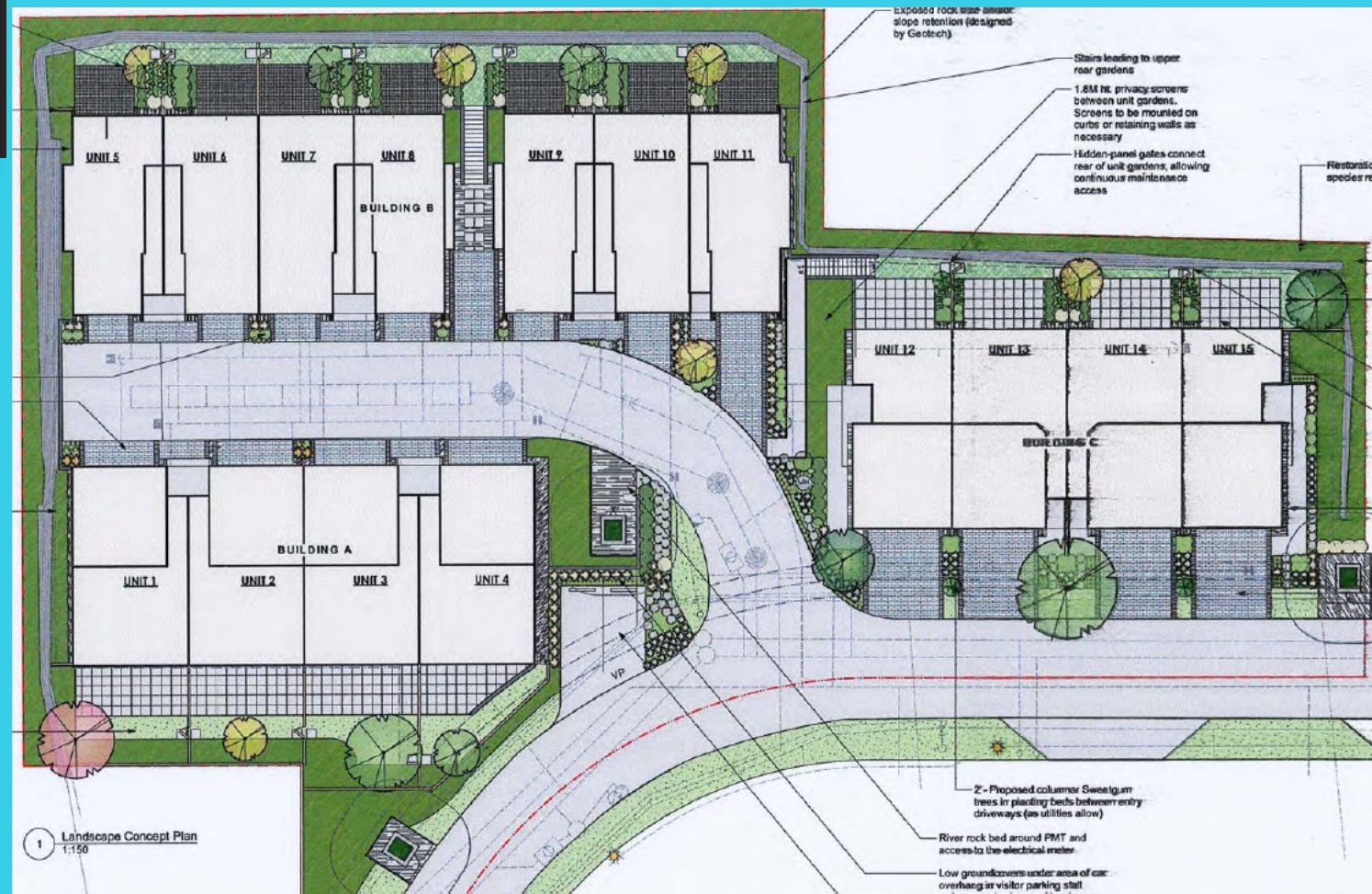




# Townhomes (DP's Issued)

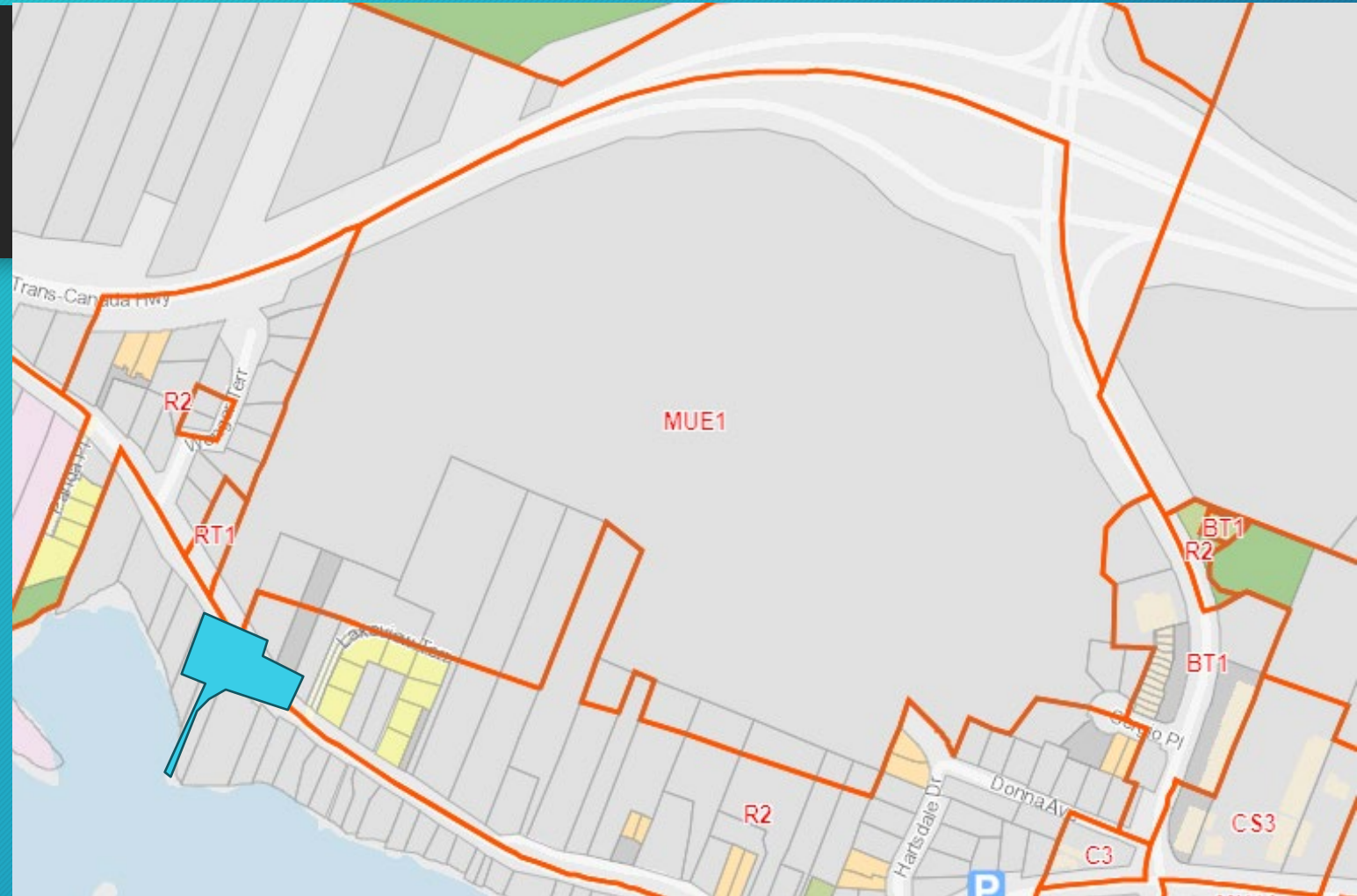


EXTERIOR FINISHES COLOUR SCHEME LEGEND	
	<b>ACM PANEL SIDING</b> COLOUR - ARCTIC WHITE (OR SIMILAR)
	<b>FAUX WOOD 4\"/&gt; </b>





# MUE1 Zone



The MUE1 zone, at its inception, followed the OCP boundary leaving several remnant areas.

# Purpose

To amend the MUE1 zone amenity contribution for this 15-unit townhouse site, to align with standard amenity requirements.

- Currently the zone requires that the prior to the issuance of the 4<sup>th</sup> dwelling building permit on the lands, the applicant must pay the amenity fee of \$1,000,000.
- The amenity contribution was intended to apply to the larger Mixed Use Employment centre use on the large parcel to the north, not the small remnant parcels.
- There is no timeline for a development application in the larger development lands. This applicant wishes to get building ASAP.
- If this text amendment is approved, it will not change the amenity obligations for the larger development area.



# Alignment with Current Townhome Approvals

- Electric heat pumps will be installed in all townhouse units;
- All concrete used on-site will utilize ready-mix concrete that meets or exceeds the weighted average Global Warming Potential targets based on Concrete BC Baseline (average) mix data;
- A separate covenant be registered prior to issuance of a building permit for the proposed development agreeing that the garages are to be used for the parking of vehicles and not the storage of items preventing the parking of vehicles therein, in favour of the strata.

# 2787 Lakeview Terrace

Thank you!





City of Langford

# Staff Report to Council

**DATE: Monday, July 8, 2024**

**DEPARTMENT: Planning**

**SUBJECT: Multi-Family Building Stratification**

## EXECUTIVE SUMMARY:

This report explores the City's current practice of requiring new multi-storey multifamily residential buildings to be strata-titled considering pending changes in Federal tax regulations that would allow developers an opportunity to receive a GST rebate for building purpose built rental buildings.

## BACKGROUND:

Multi-storey, multi-unit residential buildings (aka: apartment blocks) can either be a single real estate entity or subdivided according to the Strata Property Act. Once subdivided, these units are typically referred to as strata units or condominium units. Both forms of ownership may be operated as rental units, although the former is more typical to as a rental operation, as it is built with that intent. Under certain circumstances strata councils can limit or prohibit rentals, which can restrict strata units from also being rental units.

Without strata-title subdivision, all units must be owned by a single or corporate entity (one landlord) whereas units in a strata-titled building may be owned either individually or collectively, by various entities who may (or may not) choose to rent their units.

The City cannot require or differentiate ownership tenure through zoning. Multi-storey multi-family residential buildings are zoned as "apartments", regardless of whether the units are strata titled or not, rented or owned individually. Apart from an air space parcel subdivision (a building that is subdivided like a layer cake), it is not possible to have a building with a mix of strata titled and non-strata titled units.

Following the 2007-2008 financial crisis and subsequent recession, the development of strata-titled multi-family residential buildings (i.e.: condos) virtually stopped. This was due to several broad economic factors unrelated to the City of Langford specifically. With the lack of opportunity in the condominium market, developers turned towards creating purpose built rental buildings, and marketing their projects to Real Estate Investment Trusts. (REITs).

By 2020, there was an imbalance between the construction of rental units and strata units (rentals

being constructed and condos not), and concern was raised that not enough strata units (entry level home ownership opportunities) were being created. A secondary concern was that calls for service (police, fire, and ambulance) to rental buildings were exceeding that of strata buildings. At some time before mid-2020, Council began the practice of requiring that all new multi-family residential development must be strata titled, as a condition of rezoning. While these buildings could still be operated/rental by a single landlord, this change incentivized developers to consider creating additional home ownership opportunities and ensured that rental units could be more easily converted to individually owned units in the future (as strata title conversion after construction can be a cumbersome process that requires an application to the City for approval and requires that the applicant have an architect certify that the building substantially complies with the current BC Building Code)

Requiring strata titling was expected to resolve two perceived problems:

- Rental buildings, as a single real estate entity, are valued by the BC Assessment Authority as a whole entity, as opposed to than strata properties which are individual titles and taxed as individual units. Strata properties, on a per unit basis, have a higher value than rental buildings and therefore contribute more to municipal taxes.
- Strata titling a building (Strata Title Conversion) after construction can be a cumbersome process that requires an application to the City for approval and requires that the applicant have an architect certify the construction of the building. This was perceived as a barrier to the creation of strata properties in the market.

Late last year (2023), the Federal Government indicated that it would enact legislation to allow developers of purpose-built rental buildings to apply for an exemption from the GST. The City has received a legal opinion that the practice of requiring buildings to be strata-titled may negate their eligibility for this kind of a rebate.

#### **COMMENTARY:**

Council may want to reconsider the current practice of requiring apartment buildings to be strata titled as a condition of rezoning, for any of the following reasons:

- **DIVERSITY IN THE MARKETPLACE**

A mix of both rental and home ownership units are needed in a balanced market. While there are no set guidelines to help determine what percentage of rental v. ownership units is ideal, Langford is likely not at risk of an unhealthy imbalance in this regard. The City will have the opportunity to measure the current balance when it updates the Housing Needs Report, in accordance with Provincial legislation and as directed through Council's Strategic Plan and may choose to establish targets or other policy measures to facilitate an adjustment to the current balance, if necessary.

- TAX REVENUE

Staff has had the opportunity to compare two apartment buildings built in the same year (one rental and one strata-titled) with roughly the same unit size to determine what the tax implications are for rental v. strata units. The assessed value of the strata titled unit was (on average) approximately 20% higher than a rental unit in the similar building (the total assessed value of the building divided by the number of units in the building). At the current rate of taxation, this would net the City approximately \$150 per unit per year in additional revenue to the City (exclusive of regional and school taxes). Over the anticipated 50-year lifespan of the building and present rates of taxation, the expected taxes would be somewhere in the neighbourhood of \$7500 per unit (\$150 x 50 years).

- ATTAINABLE HOUSING PROGRAM

At the time of rezoning, developers are required to covenant that either a minimum 10% of units constructed be rented for at least 10% below the benchmark rent for the unit type for a term not less than 25 years or that a minimum of 5% of the units constructed be directed to and sold in accordance with the terms of the Attainable Home Ownership Program Policy. If the requirement to remove strata-titling is approved, there is a potential for more rental units to enter the program.

Given that the strata-titled units have a one-time reduced rate for home ownership, the non-strata-titled building, at 10% of the total number of units rented at 10% below the benchmark rent for a period of 25 years is potentially of greater benefit as there are more units and it is over a longer period. Direct comparison, however, is practically impossible, as one must also consider the social benefits of home ownership v. rental tenure.

- FEDERAL TAX REGULATIONS

The changes to Federal Tax regulations (which are intended to spur the development of purpose-built rental units) exclude individual dwelling units such as strata units from eligibility for the GST rebate.

#### DEVELOPMENT WITH PRE-EXISTING STRATA TITLE REQUIREMENTS

There are current developments in Langford which are bound by covenant with the City to strata title their buildings; some of whom have requested that Council reconsider this requirement for the development to qualify for the GST rebate. As the requirement to strata title these developments was a condition of adoption of the rezoning, Council may by resolution authorize the developer to provide alternate contributions to the City in lieu of strata-titling, including an equivalent bonus to the City.

This equivalency could consider any or all the following:

1. That the resulting developments will include a certain number of rental units to be added to the existing Attainable Housing Program.
2. That the proponent makes a one-time contribution, per unit, towards the General Amenity Reserve fund as an off set to reduced municipal taxation.

3. That the proponent assumes all the costs associated with extinguishing the covenant or converting a building from strata title to non-strata title. Given the changes to the tax regulations regarding GST and purpose-built rentals, Council may want to reconsider the current practice of requiring buildings to be strata-titled, as a condition of rezoning as it appears that stratification would stand in the way of eligibility for a GST rebate.

While ending the practice of stratification would relieve future projects from the question of GST rebate eligibility, several projects that are already zoned (and subject to the requirement to be strata titled) but not yet constructed, have requested release from this zoning requirement so that they may take advantage of the GST rebate. As the requirement to strata title a building was a condition of rezoning, and constitutes an amenity granted to the community in exchange for increased density, Council may eliminate this requirement on a case-by-case basis, by convening a new Public Hearing and allowing the public the opportunity to revisit the issue and the benefit of strata titling. Conversely, the City can accept an alternative bonus for increased density, provided that the alternative is deemed to be equivalent.

Determining equivalency may be somewhat problematic. While it is known that the assessed value of individual strata units together is somewhat higher than the value of a rental building as a whole, the net present value of the future tax revenue from each type of building is

#### **FINANCIAL IMPLICATIONS:**

The direct financial implications to the City of stopping the practice of strata titling will depend on the market and the number of buildings constructed as rental apartments v. condominiums. The potential reduction of future property tax revenue has been addressed above.

The actual financial cost to the City, however, may be offset in two ways:

- Buildings constructed as rental apartments that may not otherwise have been developed, increasing property assessments in the City, thereby increasing the tax base; and
- Social benefits, indirectly accrue to the community from the resulting variety of housing tenure options.

#### **LEGAL IMPLICATIONS:**

None. There is no legal requirement for the City include strata titling as a bonus for increased density at the time of rezoning.

#### **STRATEGIC PLAN ALIGNMENT:**



**1K Update the Housing Needs Report:** A Housing Needs Report is a Provincial requirement for determining current and projected housing needs, especially in the area of affordable housing, rental housing, housing for families, housing for people with disabilities, housing for seniors and housing for the unhoused. A report and subsequent updates are required every 5 years.

**1N Tenant Assistance Supports:** The City recognizes that tenants experience housing issues in a different way that homeowners and require different forms of support as a result.

**OPTIONS:**

**Option 1**

THAT Council:

1. Establish that, going forward, Council will no longer require that multi-family housing be strata titled as a condition of rezoning; AND
2. That for buildings that have agreed by covenant to be strata-titled, that the City will accept as an equivalent:
  - a. A housing agreement registered on title agreeing that a minimum 10% of units constructed be rented for at least 10% below the benchmark rent for the unit type for a term not less than 25 years in accordance with the City's Attainable Home Ownership Program Policy.
  - b. \$7,500 per dwelling unit towards the General Amenity Reserve Fund.
  - c. That the applicant assumes the costs associated with extinguishing the covenant that requires the building to be strata-titled and (if necessary) converting a building from strata title to non-strata title.

**OR Option 2**

THAT Council take no action at this time with respect to multi-family residential buildings by continuing to require strata titling as a condition of rezoning.

**SUBMITTED BY: Matthew Baldwin, RPP, MCIP, Director of Development Services**

**Concurrence:** Leah Stohmann, RPP, MCIP, Director of Community Planning and Climate Change

**Concurrence:** Melisa Miles, Manager of Legislative Services

**Concurrence:** Donna Petrie, Senior Manager of Communications & Economic Development

**Concurrence:** Yari Nielsen, Director of Parks, Recreation and Facilities

**Concurrence:** Katelyn Balzer, P.Eng., Director of Engineering and Public Works

**Concurrence:** Michael Dillabaugh, CPA, CA, Director of Finance

**Concurrence:** Marie Watmough, Director of Legislative & Protective Services

**Concurrence:** Braden Hutchins, Deputy Chief Administrative Officer

**Concurrence:** Darren Kiedyk, Chief Administrative Officer



City of Langford

# Staff Report to Council

**DATE: Monday, July 15, 2024**

**DEPARTMENT: Planning**

**APPLICATION NO.: Z24-0009**

**SUBJECT: Bylaw No. 2184 – Application to Amend the Text of the Zoning Bylaw at 1331 Westhills Drive to Allow the Expansion of a Daycare with an Additional 40 Children and to Create a Set Parking Rate.**

## EXECUTIVE SUMMARY:

Chris Loranger has applied on behalf of Plexxis 595 Cityview Inc. to amend the text of Zoning Bylaw No. 300 to allow for an expansion of the existing group daycare at 1331 Westhills Drive from 53 children to 93 children. The expansion of the daycare will allow for before and after school care, as well as fine arts programming for both children and adults. As part of this application, the applicant is seeking to set a flat parking rate of 118 parking stalls for their site. This will allow restaurants and other permitted uses within Area 1 of the CD3 zone to operate at the site with more ease, and without triggering a Development Variance Permit at the Business License stage. In addition, the applicant is seeking to remove a requirement made previously by Council that no parking stalls be assigned to specific users and that all parking be provided on a first-come-first-served basis. They are requesting this as it is difficult to lease space to potential tenants without being able to guarantee them a certain amount of parking.

## BACKGROUND:

### PREVIOUS APPLICATIONS

The subject property is part of the Westhills Master Plan Community which has been subject to many past rezonings and development permits since it was created in 2006. As this application pertains to a specific use at 1331 Westhills Drive, only the directly relevant applications have been summarized below.

**DP21-0003** – In April of 2021, a Form and Character Development Permit was issued for 1331 Westhills Drive for a six-storey office building for a tech company with ground floor commercial units. This permit included the issuance of a parking variance, reducing the number of required parking stalls from 191 to 130. This parking variance was supported by a parking study completed by Watt Consulting. In order to meet the parking demand, Watt determined that 130 parking stalls would be sufficient, if the owner agreed to providing the following Transportation Demand Management strategies:

1. Long term bike parking for new mobility. This includes high quality bike parking facilities, inclusive of e-bike charging and cargo bike parking.
2. Cycling end-of-trip facilities. This includes change rooms and showers, bike repair tools, and personal lockers.
3. Commitment to offering the BC Transit ProPASS program to employees. The program itself offers a 14% discount on a permanent bus pass purchased by an employee through payroll deductions. At Watt's suggestion, the owner has agreed to provide a further 10% discount to employees to better encourage the use of transit, reducing the on-site parking demand.

The owner agreed to the above noted Transportation Demand Management strategies and the City has secured the applicant's commitment to them through a Section 219 Covenant registered on title.

**DP21-0069** – In November of 2021, the owner applied for an amendment to DP21-0003 to make some minor exterior changes to the building and include a further parking variance. The additional parking variance included reducing the off-street loading spaces from the required 3 to 0. This was due to the fact that loading spaces require a 4m height clearance which the building wasn't able to accommodate through their parkade entrance. An additional parking variance was issued reducing the site parking from the required 206 parking stalls to 126 due to the 6<sup>th</sup> floor of the office building changing uses slightly. The original intent of the 6<sup>th</sup> floor was to be amenity space for the employees, including a fitness centre, movie theatre room, pool and ping pong tables, patio, and a multi-use lounge area. While originally intended to only be used by employees, the owner wanted to have the ability to rent the space to the general public as an events space on weekends when employees would not be there. The added use of the events centre increased the bylaw requirement for parking to 206 parking stalls instead of the above-noted 191 as part of DP21-0069. Watt Consulting conducted another parking study and determined that because there would be no overlap of employees and members of the public using the space, that a total of 126 parking stalls would be sufficient. The development permit included this parking variance subject to the owner adding to the Section 219 Covenant that events in the sixth-floor event space be held only on weekends and statutory holidays.

**Z23-0027 and DVP23-0013** – In January of 2024, the owner applied for a text amendment rezoning to the CD3 Zone at 1331 Westhills Drive to allow for a group daycare for 53 children, as it exceeded the bylaw maximum of 36 children. To support the application, the applicant also had to apply for an additional parking variance as the daycare use increased on-site parking demand, and the applicant was proposing to remove 7 surface parking stalls to create an outdoor play area. Council approved the application subject to the parking stalls not being assigned to specific users and that all parking was provided on a first-come-first-served basis, with the exception of accessible parking stalls and designated pick-up and drop-off stalls for the daycare. Council also secured the following additional Transit Demand Management strategies:

1. "Guaranteed Ride Home Program". This program is intended for commuters who carpool, bike, walk, or transit to work, offering them an option to return home reliably in case of an emergency using a taxi, carshare, or ride-hailing company that is subsidized by the organization. Watt suggests that employees would be eligible for eight reimbursable trips per year.



2. **Commuter Financial Incentives.** A commuter benefit in which an employer offers employees the option to accept taxable cash income instead of a free or subsidized parking space at work. Given the location of 1331 Westhills Drive, Watt suggests the owner offer a financial incentive of \$1.55 per day for not using a single occupant vehicle as their travel mode.

Ultimately, the variance granted, accounting for all past variances for the site, reduced the required on-site parking from 208 parking stalls to 118 parking stalls. The parking study associated with this application considered that the remaining commercial units would be retail only.

**DP24-0010** – In April of 2024, a development permit amendment for the site was issued that allowed for the construction of the playground area for the daycare. Construction is anticipated to start at the beginning of July.

**Table 1: Site Data**

<i>Applicant</i>	Chris Loranger	
<i>Owner</i>	Plexxis 595 Cityview Inc.	
<i>Civic Address</i>	1331 Westhills Drive	
<i>Legal Description</i>	LOT 1 SECTIONS 86 AND 87 ESQUIMALT DISTRICT PLAN EPP108149	
<i>Size of Property</i>	3,117 m <sup>2</sup>	
<i>DP Areas</i>	Potential Habitat and Biodiversity Area, Riparian Area, Commercial Form and Character	
<i>Zoning</i>	Existing: CD3 (Comprehensive Development – Westhills), Area 1	Proposed: CD3 (Comprehensive Development – Westhills), Area 1
<i>OCP Designation</i>	Existing: Village Centre	Proposed: Village Centre

#### SITE AND SURROUNDING AREA

The site is located on the corner of Lakepoint Way, Langford Lake Road, and Westhills Drive, adjacent to the YMCA-YWCA. The construction of the six-storey office/commercial building is complete, with the fifth and sixth floors now in use by the owner group, Plexxis Software. One of the lower floor units is now occupied by a group daycare that was approved by Council in April of 2024. Lower floors will be granted occupancy as the units are leased and outfitted to tenant needs. One such proposed tenancy is for a restaurant, as well as a daycare expansion which will be discussed later in this report.

**Table 2: Surrounding Land Uses**

	<i>Zoning</i>	<i>Use</i>
<i>North</i>	Comprehensive Development 3 – Westhills (CD3)	Parking
<i>East</i>	Comprehensive Development 3 – Westhills (CD3)	YMCA-YWCA, Library, etc.

South	Comprehensive Development 3 – Westhills (CD3)	Mixed-Use apartment and temporary construction storage yard
West	Comprehensive Development 3 – Westhills (CD3)	Undeveloped, Temporary construction storage yard

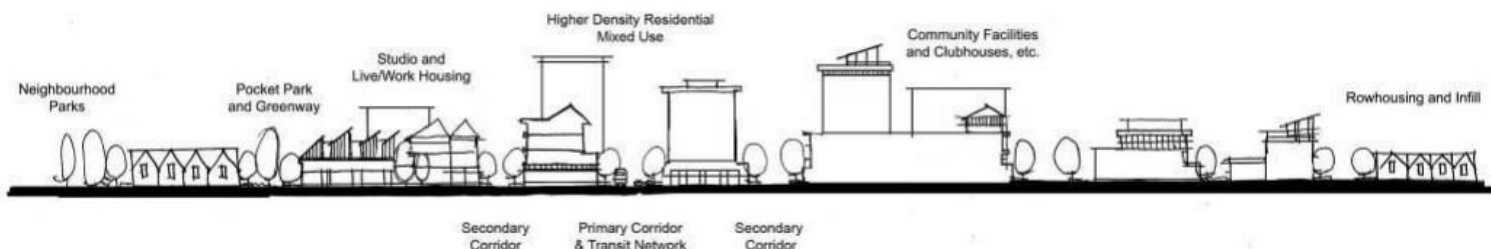
COUNCIL POLICY

OFFICIAL COMMUNITY PLAN

The Official Community Plan (OCP) Bylaw No. 1200 designated the subject properties as “Village Centre”, which is defined by the following text:

- A predominantly residential precinct that supports a wide range of high and moderate density housing, including affordable and rental housing.
- A key location in the city for shopping, services, amenities, and any other function that supports local residents’ daily needs.
- Parks and open spaces and recreational facilities are integrated throughout.
- Major educational, health and childcare facilities serve the needs of residents in the city.
- Inter-city and/or inter-regional transit hub connect residents.

**A Concept for a Village Centre**



As noted above, providing childcare facilities is a primary objective of the Village Centre OCP area. Section 6 of the City’s OCP, “Our Healthy Community” also includes objectives to “ensure the needs of children and youth are addressed in all aspects of community and social planning and development” and to “ensure adequate supply of daycare and pre-school space for young children”. Given this, the expansion of childcare spaces at 1331 Westhills Drive is supported by the Official Community Plan.

The OCP also supports Transportation Demand Management (TDM), which this project is utilizing, as noted above. This development has site specific TDM measures which have been secured and align with Policy 8.10.2, an objective of Section 8 of the OCP, “Our Multi-Modal Transportation System”.

Additionally, the OCP supports the promotion of arts and culture initiatives and activities which would be fostered through the dual use of the daycare space for fine arts programming.

Council has also included the shortfall of childcare spaces within the Collaborative Advocacy section of their Strategic Plan. The plan notes that they intend to engage with higher levels of government, Island Health, and daycare providers to support the creation of additional daycare facilities.

#### **COMMENTARY:**

##### DEVELOPMENT PROPOSAL

The applicant is requesting to amend the text of Zoning Bylaw No. 300 to allow for a group daycare with 93 children. Area 1, the Community Core of Westhills, already allows for group daycares as a permitted use, but the City’s Zoning Bylaw sets an automatic limit to the number of children at 36, citywide. Any time a daycare provider wants to care for more than 36 children, a text amendment rezoning is required as it is considered a density issue. There are approximately seven other daycares in Langford that have been previously approved for more than 36 children, ranging from 41 to 255 children.

In April of 2024, Council increased the size of the daycare at the subject property, 1331 Westhills Drive, from 36 children to 53 children. The applicant now wishes to expand the daycare into a second commercial space to allow for before- and after-school care and fine arts programming. The expansion of the daycare will add 40 children, for a total of 93 children on-site.

The new before- and after-school care expansion is intended to be comprised of four classrooms, utilizing morning hours from 6:30 to 8:30 am and afternoon hours from 3:00 to 5:30 pm and will be licensed under the existing daycare through Island Health. They would also look to provide Pro-D day and summer/winter activities over school breaks. By expanding the existing daycare to allow before- and after-school care, it can provide easier childcare options for families that have both school-aged children and toddlers, allowing them to utilize one drop off point instead of making multiple stops. This expanded portion of the daycare would share the outdoor space with the previously approved daycare, so no further exterior changes to the building or property would be required with the approval of this application. The different classrooms amongst the daycare would stagger their time outdoors, meaning the playground area approved as part of the previous application will be sufficient for the daycare expansion. The playground construction is anticipated to begin at the beginning of July, with completion anticipated for September 1<sup>st</sup>, 2024.

Apart from the above noted hours, the space would be used for art, music, and dance activities for various age groups. This would allow the space to be used more fulsomely than just part-time weekday hours and bring new arts programming opportunities to Langford for both children and adults.

### Parking

Once the applicant has completed the above noted playground area, they will have 118 parking spaces for the site. The applicant is seeking to amend the text of the Zoning Bylaw to allow this to be their set rate for parking for the whole site, regardless of use. As noted previously, this site has been subject to multiple parking variance requests due to there being a different set of parking rates for each individual use. The most recent parking study considered the remainder commercial units to be retail only, which cuts out many other permitted uses in the zone like restaurants, financial institutions, or medical clinics which would be beneficial community amenities. By setting a flat rate for the building, all the uses that are permitted in Area 1 of the CD3 Zone could operate without City staff having to recalculate the parking requirement as each space is leased or changes users.

Setting a flat rate is a common strategy utilized for sites that contain multiple commercial units in zones with a variety of allowable uses utilizing a shared parking area. This allows for more flexibility of uses when tenancies change, in addition to significantly simplifying the business licensing process for staff and business owners. The City of Langford has employed this strategy in the City Centre OCP area and for many individual properties containing multiple commercial units. Given this, Council may wish to amend the parking section of the City's Zoning Bylaw to set a flat rate of 118 parking stalls for 1331 Westhills Drive. As the owner of the building continues to lease out the vacant spaces, they will be able to offer more assurance about the parking that is available, and the individual business owners can determine if that amount of parking will suite the needs of their clientele and business operations.

Council may also wish to note that the last time the City's commercial parking rates were comprehensively reviewed was in 1999. As such, Council included as item 1i of their Strategic Plan, a review of the Zoning Bylaw parking requirements in the City Centre. Council has since resolved to expand that objective to review the requirements for the entire city. The Strategic Plan calls for this work to be completed by Q2 of 2025, but staff are hoping to complete this earlier and are in early planning stages.

### Covenants

As noted earlier in this report, as a condition of DP21-0003 and DP21-0069, the owner registered a Section 219 covenant on title (CA9523186), to secure the conditions of use for the 6<sup>th</sup> floor amenity space and to ensure that the Transit Demand Management (TDM) strategies of end-of-trip cycling facilities, long term bike parking, and providing employees with access to the BC Transit ProPASS program were provided to employees.

The second covenant (CB1265253) was required by Council through the most recent rezoning and variance application, Z23-0027 and DVP23-0013. This covenant secured two additional TDM measures, the guaranteed ride home program, and the commuter financial incentive program, in addition to requiring that all the parking be provided on a first-come first-served basis. The applicant is now



requesting that the requirement that all parking be first-come first-served be removed as it makes it difficult to lease out the remaining space in the building. Council may wish to note that having the parking be provided on a first-come first-served basis was not a recommended action by the parking study. Given this, Council may wish to proceed to remove that requirement. To do so, Council could direct staff to amend the original covenant, CA9523186, to better clarify all the Transit Demand Management (TDM) requirements, but without referencing a specific parking study which limits the commercial uses to retail only. By including all the TDM requirements on one singular covenant, Council could authorize the discharge or withdrawal of the most recent covenant CB1265253 which would also ultimately remove the requirement for the parking to be provided on a first-come first-served basis. This would also simplify the covenants by having all the requirements on one singular document.

#### MULTI-MODAL NETWORK

Sidewalks are located on along all three frontages of the site on Westhills Drive, Langford Lake Road, and Lakepoint Way. Sidewalk connections and crosswalks continue out of the Westhills Core leading into the surrounding residential neighbourhoods. Bike lanes are located on Westhills Drive and Langford Parkway, a short distance from the subject property. The Westhills Exchange is located 100 meters away from the site and is serviced by five bus routes that serve Interurban/Royal Oak/UVic, Dockyard, Downtown, Goldstream Meadows, and Sooke.

#### **LEGAL IMPLICATIONS:**

Should Council choose to proceed with consideration of Bylaw No. 2184, the Public Hearing will be waived in accordance with the requirements of the *Local Government Act* and in accordance with the City's Public Notification Procedures Bylaw.

#### **OPTIONS:**

##### **Option 1**

That Council:

1. Proceed with consideration of First, Second, and Third Readings, following public notification, of Bylaw No. 2184 to amend the text of the Zoning Bylaw to allow for a group daycare with 93 children at 1331 Westhills Drive, subject to the following terms and conditions:
  - a. That the applicant, **prior to Bylaw Adoption**:
    - i. Amends covenant CA9523186 to include all previously agreed to Transit Demand Management strategies; and
    - ii. Discharges/withdraws covenant CB1265253.

**AND**

2. Amend Section 4.01.01 of Zoning Bylaw No. 300 to allow a flat rate of 118 parking stalls for all uses at 1331 Westhills Drive.

**OR Option 2**

That Council take no action with respect to this application to amend the text of the CD3 Zone at 1331 Westhills Drive under Bylaw No. 2184 until such time as the following items are addressed and reviewed by Council:

- a. \_\_\_\_\_;
- b. \_\_\_\_\_;
- c. \_\_\_\_\_;

**SUBMITTED BY: Julia Buckingham, Planner II**

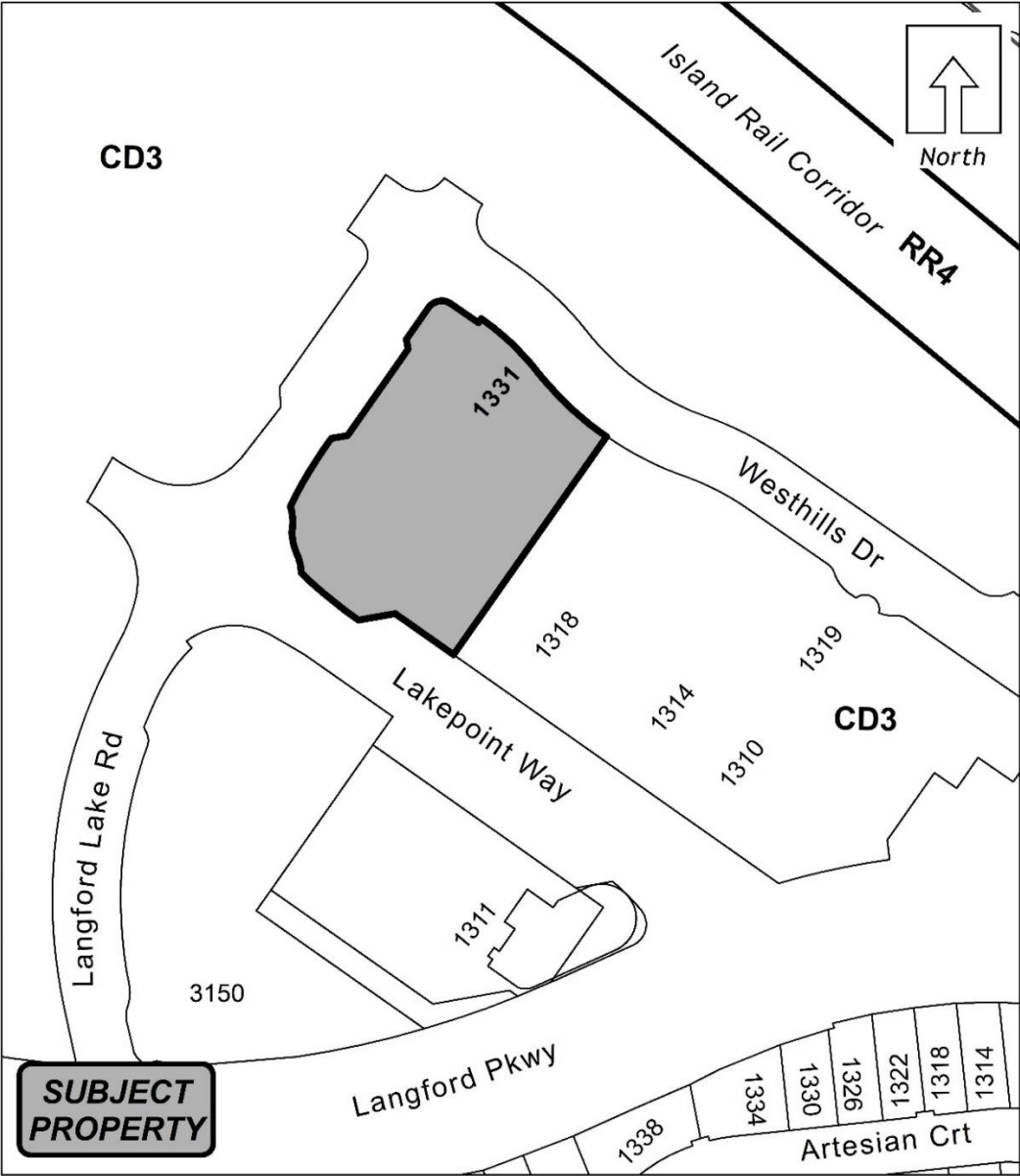
- Concurrence:** Matthew Baldwin, RPP, MCIP, Director of Development Services
- Concurrence:** Leah Stohmann, RPP, MCIP, Director of Community Planning and Climate Change
- Concurrence:** Melisa Miles, Manager of Legislative Services
- Concurrence:** Donna Petrie, Senior Manager of Communications & Economic Development
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- Concurrence:** Michael Dillabaugh, CPA, CA, Director of Finance
- Concurrence:** Marie Watmough, Director of Legislative & Protective Services
- Concurrence:** Braden Hutchins, Deputy Chief Administrative Officer
- Concurrence:** Darren Kiedyk, Chief Administrative Officer

Attachments:

Bylaw No. 2184

Appendix A – Site Map

**REZONING BYLAW AMENDMENT  
( Z23-0027 )  
1331 Westhills Dr**



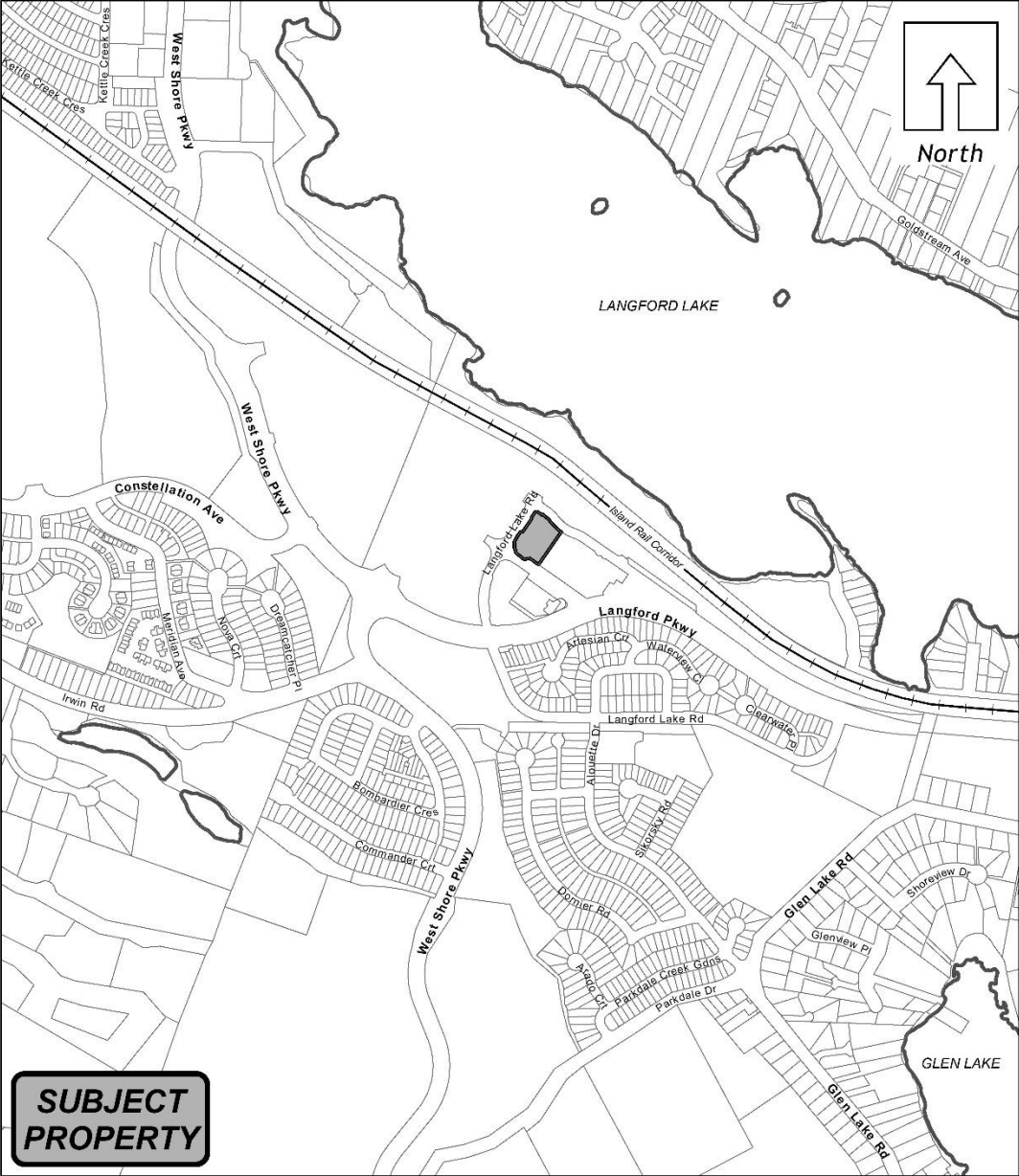
Document Name: Z23-0027\_Site\_Map

Scale: N.T.S.

Last Revised: 2023-11-28

Appendix B – Location Map

**REZONING BYLAW AMENDMENT  
( Z23-0027 )  
1331 Westhills Dr**



Document Name: Z23-0027\_Location\_Map

Scale: N.T.S.

Last Revised: 2023-11-28



**CITY OF LANGFORD  
BYLAW NO. 2184**

**A BYLAW TO AMEND BYLAW NO. 300,  
“LANGFORD ZONING BYLAW, 1999”**

The Council of the City of Langford, in open meeting assembled, hereby enacts as follows:

A. Langford Zoning Bylaw No. 300, 1999 is amended as follows:

1. By adding to the table in Section 3.26.02(10) the following:

Lot 1, Sections 86 and 87, Esquimalt District, Plan EPP108149, PID No. 031-325-513 (1331 Westhills Drive)	93 Children
-----------------------------------------------------------------------------------------------------------	-------------

2. By adding to the table in Section II of Section 4.01.01 the following:

Commercial <b>uses</b> on the property legally described as Lot 1, Sections 86 and 87, Esquimalt District, Plan EPP108149, PID No. 031-325-513 (1331 Westhills Drive);	118 spaces
------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------

3. By deleting Section 6.92.01(1)(s) and renumbering the subsequent clauses.

B. This Bylaw may be cited for all purposes as “Langford Zoning Bylaw, Amendment No. 727 (1331 Westhills Drive), Bylaw No. 2184, 2024”.

READ A FIRST TIME this day of , 2024.

READ A SECOND TIME this day of , 2024.

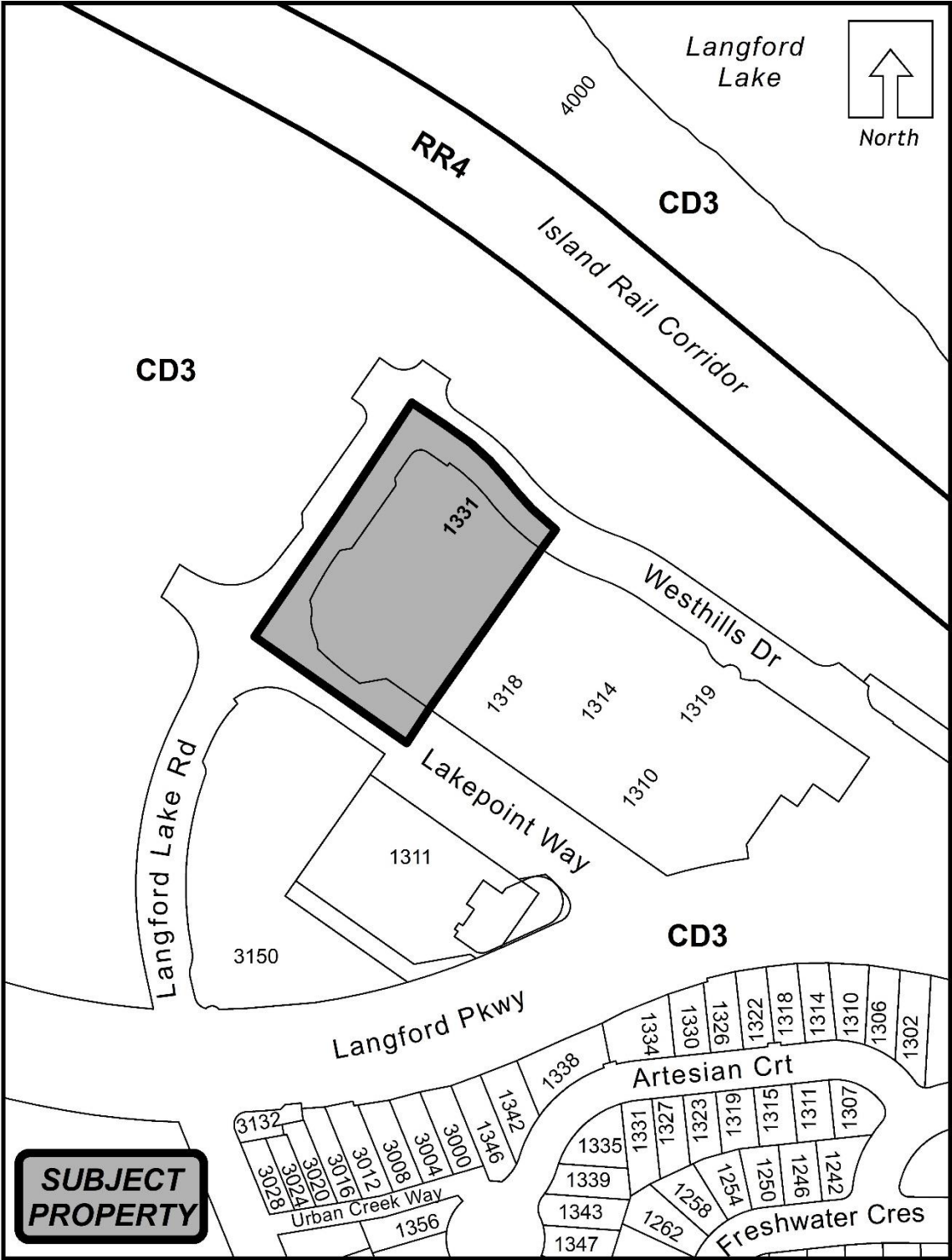
READ A THIRD TIME this day of , 2024.

ADOPTED this day of , 2024.

PRESIDING COUNCIL MEMBER

CORPORATE OFFICER

**Schedule A**





City of Langford

# Staff Report to Council

**DATE:** Monday, July 15, 2024

**DEPARTMENT:** Land Development

**APPLICATION NO.:** Sub22-0039

**SUBJECT:** 2165 and 2167 Bellamy Road – Strata Titling of Previously Occupied Duplex

## EXECUTIVE SUMMARY:

Kiran Nagra has applied to strata title the existing previously occupied duplex at 2165 and 2167 Bellamy Road, shown in Figure 1 below.

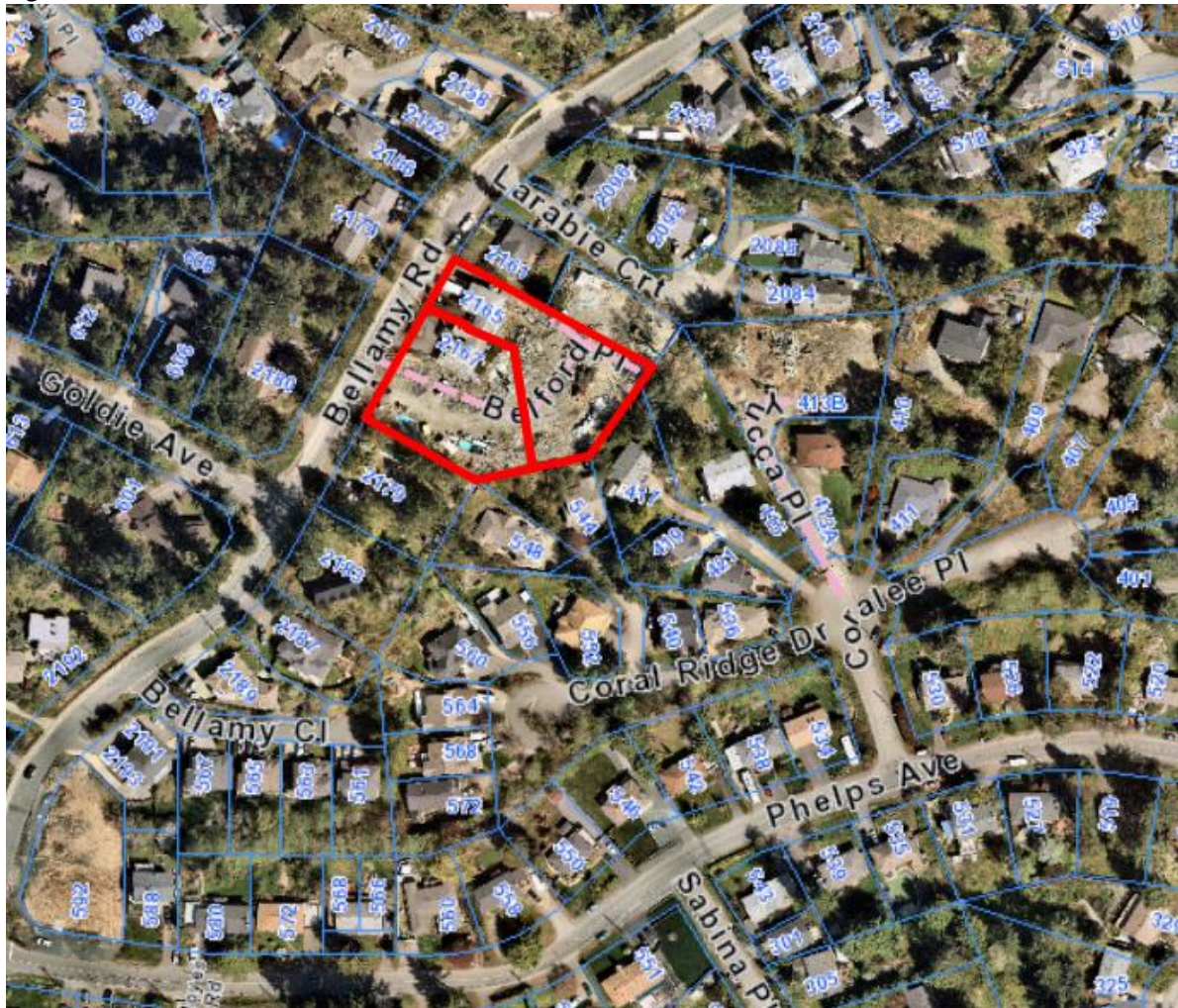
In 2021, this duplex lot was rezoned to Residential Small Lot 1 (RS1) to allow the common property to be subdivided into 10 new small bare land strata lots and a duplex lot. In order to subdivide the common property, the existing strata (duplex) needs to be wrapped up and dissolved. After the common property is subdivided from the duplex lot the owner would like to re stratify the duplex to allow each side to be sold separately. This duplex was constructed in 1993 and is a previously occupied building. Section 242 of the *Strata Property Act* applies and requires Council, as the approving authority, to authorize the strata tiling of this previously occupied building.

**Figure 1 – Existing Duplex**





Figure 2 - Location Plan

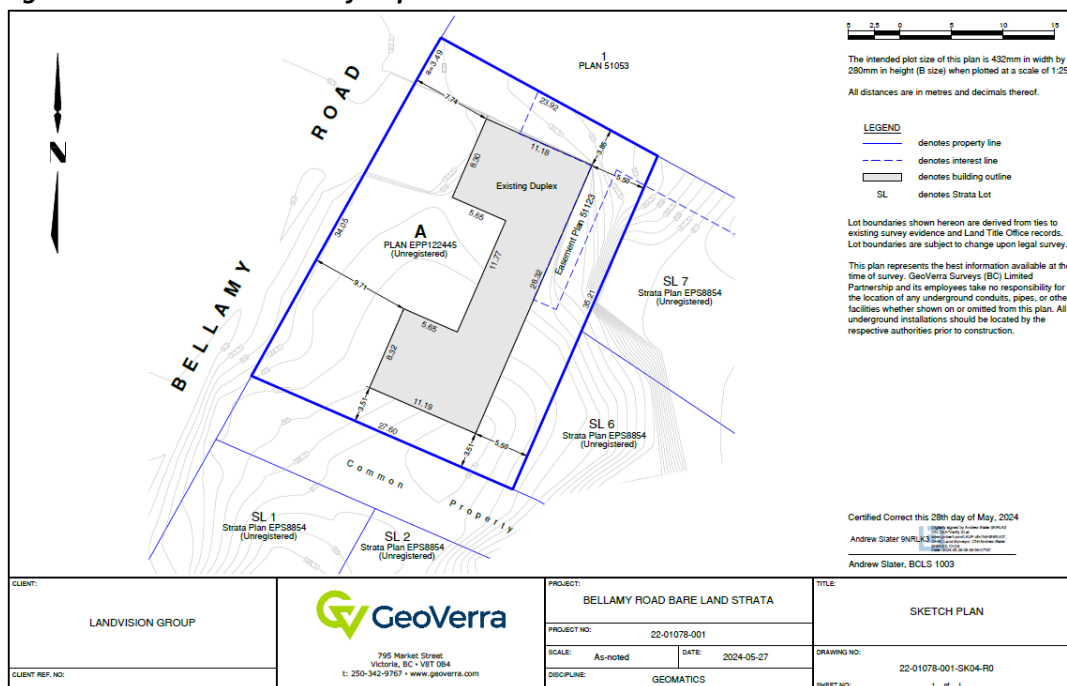


When a building is strata titled the building is subdivided in accordance with the *Strata Property Act*. It changes the ownership structure from a building with multiple units owned under one title, to individually owned strata titled units. If the strata plan is approved and title is raised to each unit, they can be sold separately to multiple owners who form the new strata. As this duplex is currently strata titled, the approval of this conversion would not change the current legal structure of this building.



2165 and 2167 Bellamy Road – Strata Titling of Previously Occupied Duplex  
20240715 Council Report  
Page 3 of 5

**Figure 1 – Subdivision Plan of Duplex Lot**



**COMMENTARY:**

Section 242 of the *Strata Property Act* requires a person wishing to stratify a previously occupied building to submit the plan to the approving authority. Council is the approving authority in Langford for this type of application. Council may approve the strata plan, approve the plan with conditions, or refuse to approve the plan. It should be noted that the approving authority's decision cannot be appealed. The Act states that Council must not approve the strata plan unless the building substantially complies with the applicable municipal bylaws and the building regulations as defined by the Building Act. Council must also consider:

- the priority of rental accommodation over privately owned housing in the area,
- any proposals for the relocation of persons occupying a residential building,
- the life expectancy of the building,
- projected major increases in maintenance costs due to the condition of the building, and
- any other matters that, in its opinion, are relevant.

As per the above noted items, staff and the applicant have compiled the following information for Council's consideration:

**Substantial Compliance:** The applicant engaged a registered architect, Andrea Scott, AIBC, to review the building and prepare a compliance report; see attached *Strata Compliance Report 2165 and 2167 Bellamy Road – March 2024*. The report states that both units comply with the requirements of the BC Building Code and Building Act. No additional recommendations have been made.

2165 and 2167 Bellamy Road – Strata Titling of Previously Occupied Duplex  
20240715 Council Report  
Page 4 of 5

The Planning Department has confirmed the lot dimensions and setbacks meet the requirements of the zone for a duplex.

**Rental Accommodations:** This duplex is currently vacant and is not part of the rental stock in the area. There are multiple rentals available in Langford on the north side of the TransCanada Highway.

**Relocation of Occupants:** This duplex is currently vacant, there is no need to relocate any persons occupying the building.

**Building Life Expectancy:** The Architects report indicates that the life expectancy of the building will far exceed ten years.

**Projected Building Maintenance Costs:** The Architects report indicates based on a visual review and current maintenance observed, no further improvements are required.

**Other Matters:** As a condition of subdivision approval, full frontage improvements on Bellamy Road are under construction and nearly complete by the owner. The frontage improvements include new sidewalk, bike lane, street lighting, on street parking and boulevard trees.

**FINANCIAL IMPLICATIONS:**

All costs associated with the strata titling of the existing duplex will be the responsibility of the applicant.

**LEGAL IMPLICATIONS:**

None.

**OPTIONS:**

**Option 1**

THAT Council endorse the proposed strata titling of the previously occupied duplex at 2165 and 2167 Bellamy Road, with current legal descriptions of PID 016-378-806, Strata Lot A, Section 2, Range 2 West, Highland District, Strata Plan 1993 and PID 016-378-814, Strata Lot B, Section 2, Range 2 West, Highland District, Strata Plan 1993, together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1.

**OR Option 2**

THAT Council take no action at this time with respect to the proposed strata titling of the previously occupied duplex at 2165 and 2167 Bellamy Road, with current legal descriptions of PID 016-378-806, Strata Lot A, Section 2, Range 2 West, Highland District, Strata Plan 1993 and PID 016-378-814, Strata Lot B, Section 2, Range 2 West, Highland District, Strata Plan 1993, together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1.

**SUBMITTED BY: Daryl Minifie, ASCT, Senior Land Development Technologist**

**Concurrence:** Matthew Baldwin, RPP, MCIP, Director of Development Services

**Concurrence:** Wayne Robinson, RBO, CRBO, Manager of Building Services

**Concurrence:** Donna Petrie, Senior Manager of Communications & Economic Development

**Concurrence:** Yari Nielsen, Director of Parks, Recreation and Facilities

**Concurrence:** Leah Stohmann, RPP, MCIP, Director of Community Planning and Climate Change

**Concurrence:** Katelyn Balzer, P.Eng., Director of Engineering and Public Works

**Concurrence:** Michael Dillabaugh, CPA, CA, Director of Finance

**Concurrence:** Marie Watmough, Director of Legislative & Protective Services

**Concurrence:** Braden Hutchins, Deputy Chief Administrative Officer

**Concurrence:** Darren Kiedyk, Chief Administrative Officer

Attachment: Bellamy Road Strata Compliance Report – March 27<sup>th</sup>, 2024



# STRATA COMPLIANCE REPORT

2165 and 2167 BELLAMY ROAD, LANGFORD, BC

## INTRODUCTION

Property Owner, 1291880 BC Ltd. requested Lovick Scott Architects Ltd. to prepare a Proposed Strata Conversion Compliance Report for the existing duplex residence at 2165 and 2167 Bellamy Road. The duplex was previously strata titled, but had to be destratified to allow the subdivision of the common property to create a small lot subdivision in 2023. This Report is being prepared to provide the City of Langford the opportunity to evaluate if this Strata Conversion is feasible.

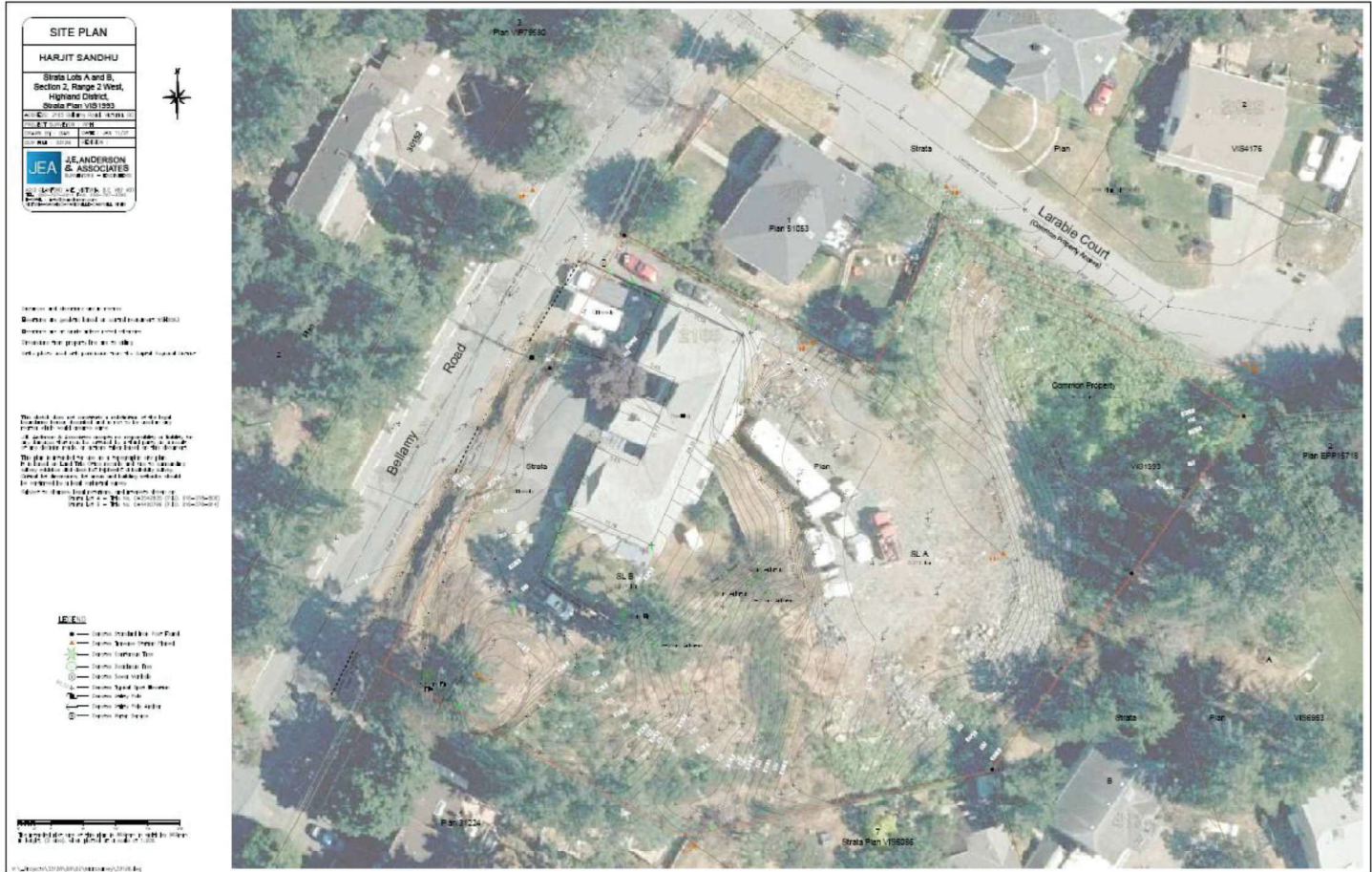
The BC Strata Act requires that the Property-Buildings conform with BC Building Code Requirements 2018, have separate utilities and be capable of achieving a minimum 10-year Construction Life expectancy.

## SITE PLAN

A Legal Survey of the property dated Jan 11<sup>th</sup>, 2021 was prepared by J.E. Anderson & Associates. (Refer to image of surveys inserted below). The Legal surveys are also available as separate documents.

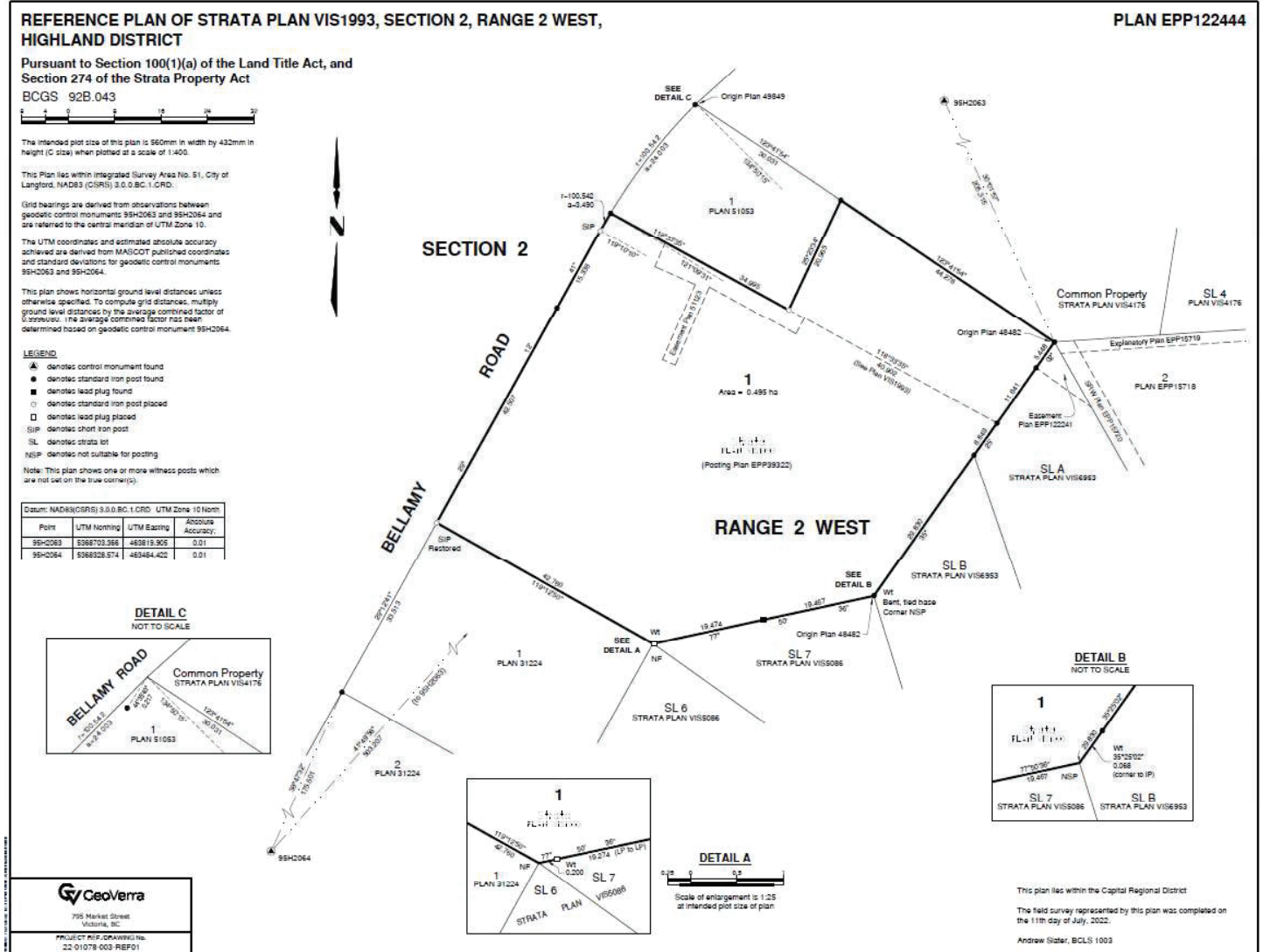


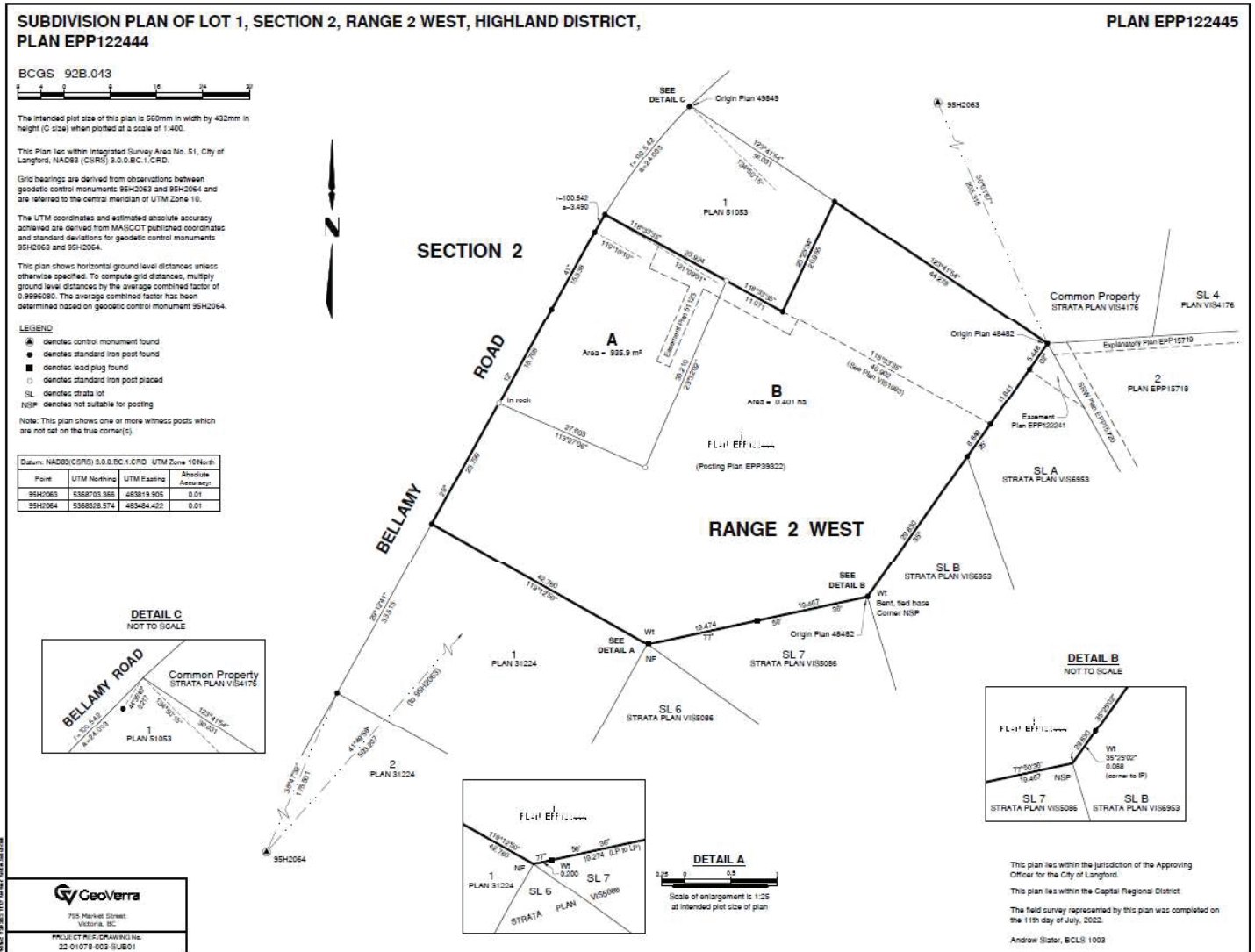




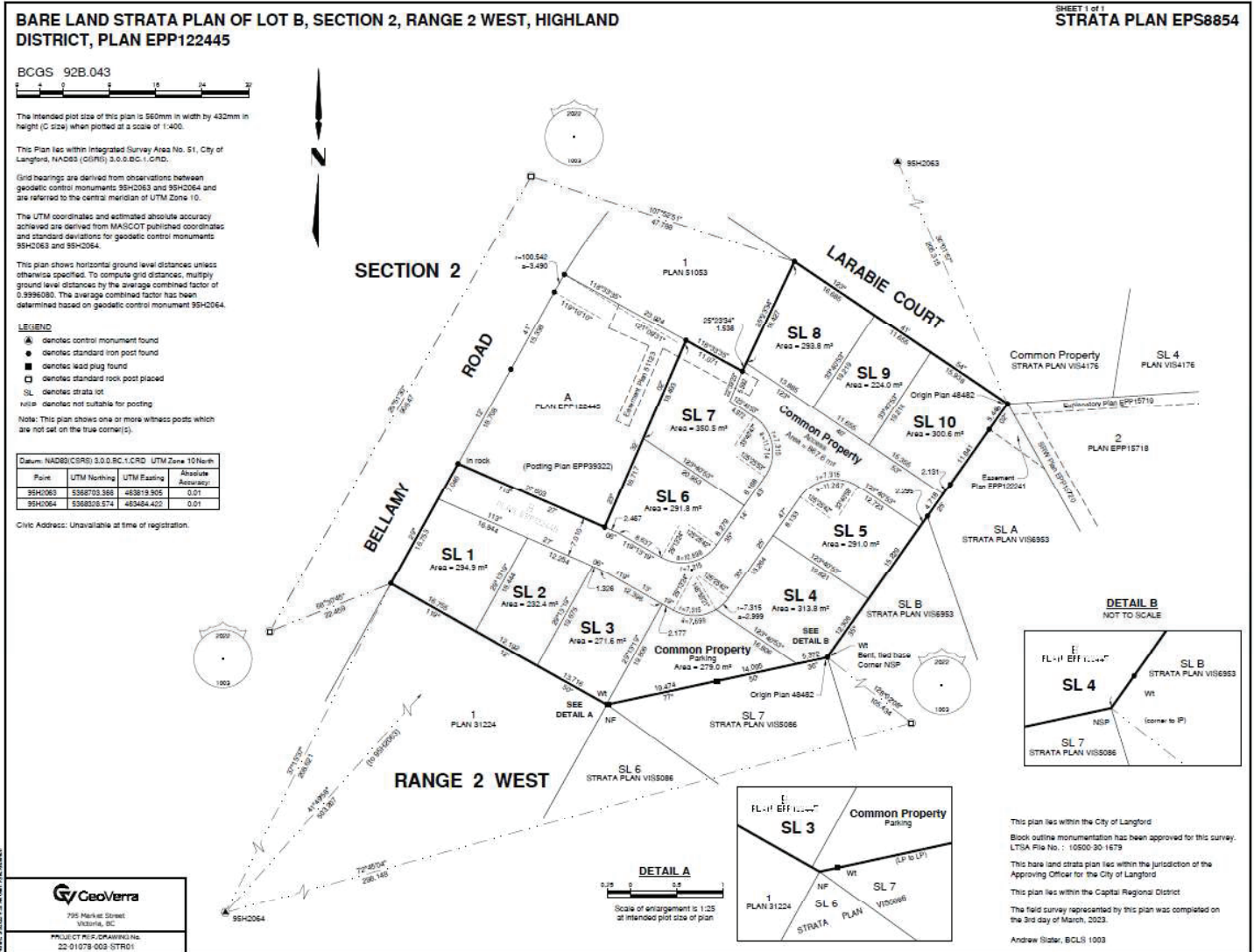


Legal Surveys of the property dated July 27<sup>th</sup>, July 28<sup>th</sup>, 2022, March 3<sup>rd</sup>, 2023 were prepared by Andrew Slater of GeoVerra. (Refer to image of surveys inserted below). The Legal surveys are also available as separate documents.







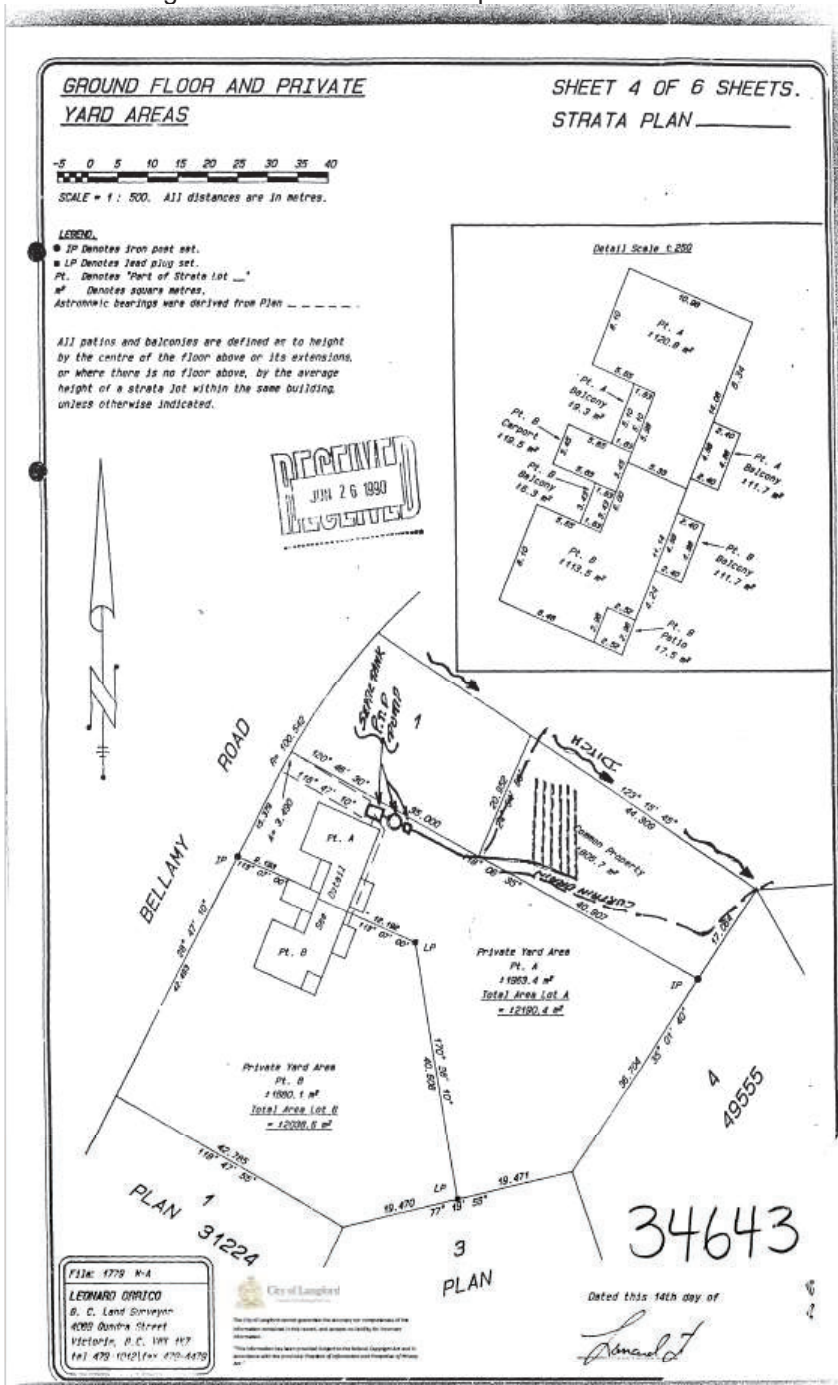


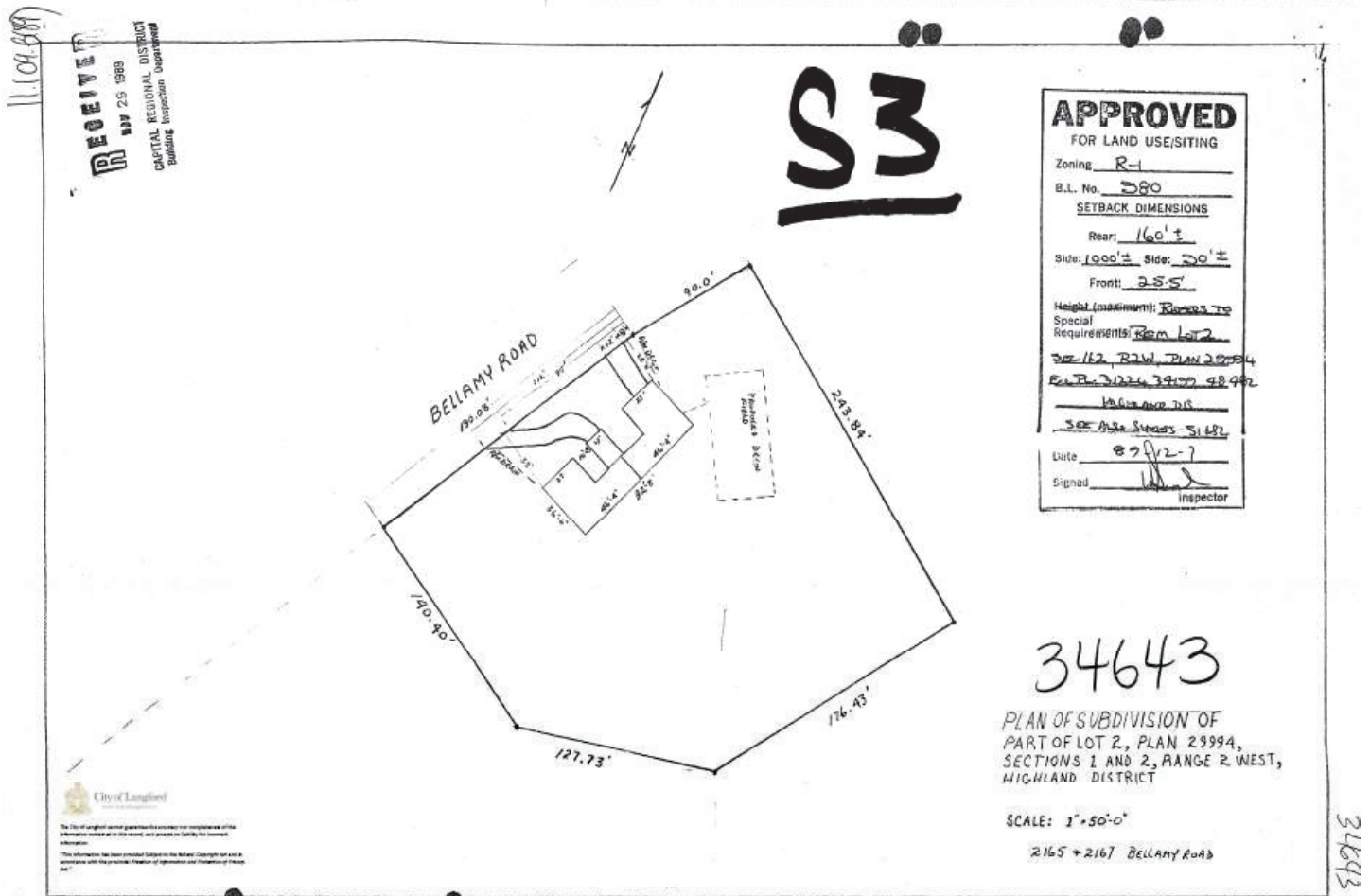


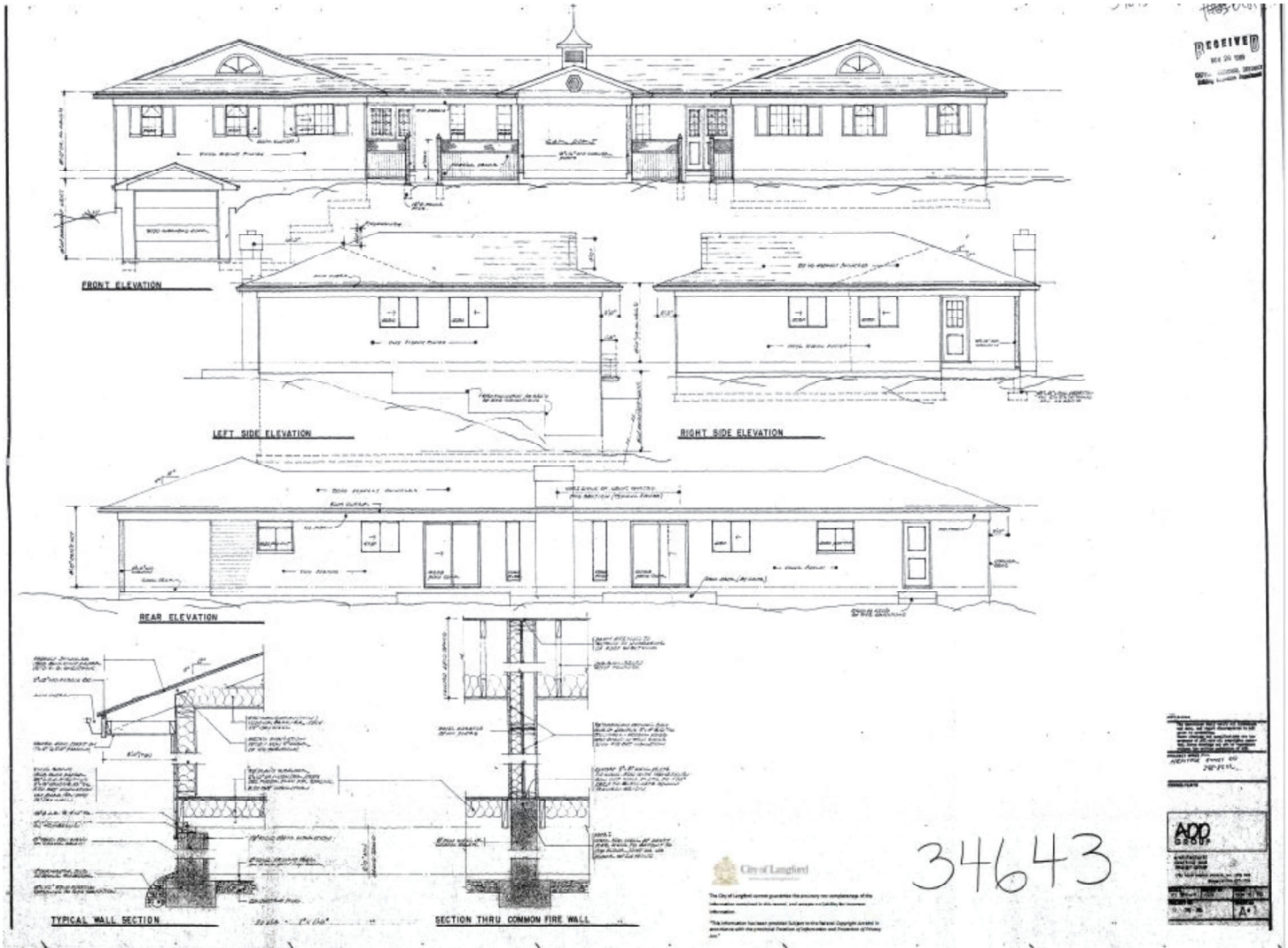


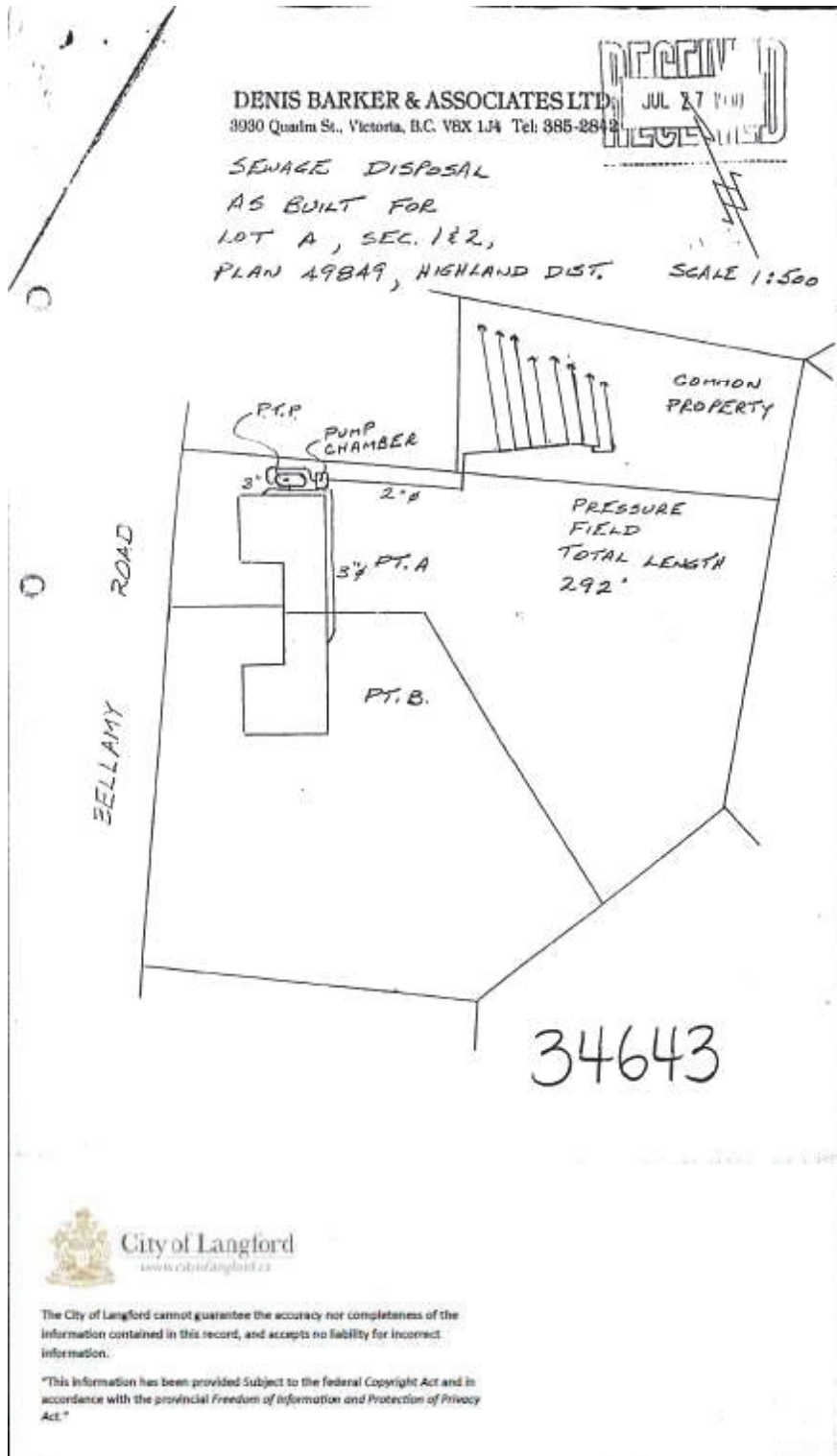
ARCHIVED EXISTING BUILDING, SITE SURVEY AND SITE PROJECT DATA

Refer to following for archived existing building and existing site survey retrieved from City of Langford. These drawings are also available as separate documents.

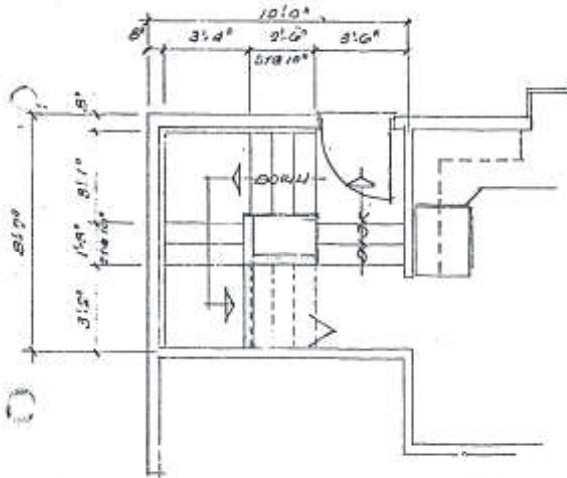












**RECEIVED**  
FEB 9 1980  
CAPITAL REGIONAL DISTRICT  
Building Inspection Department

REVISED STAR DETAIL  
HERITAGE HANDS LTD  
2165 BELAMY RD. VICTORIA

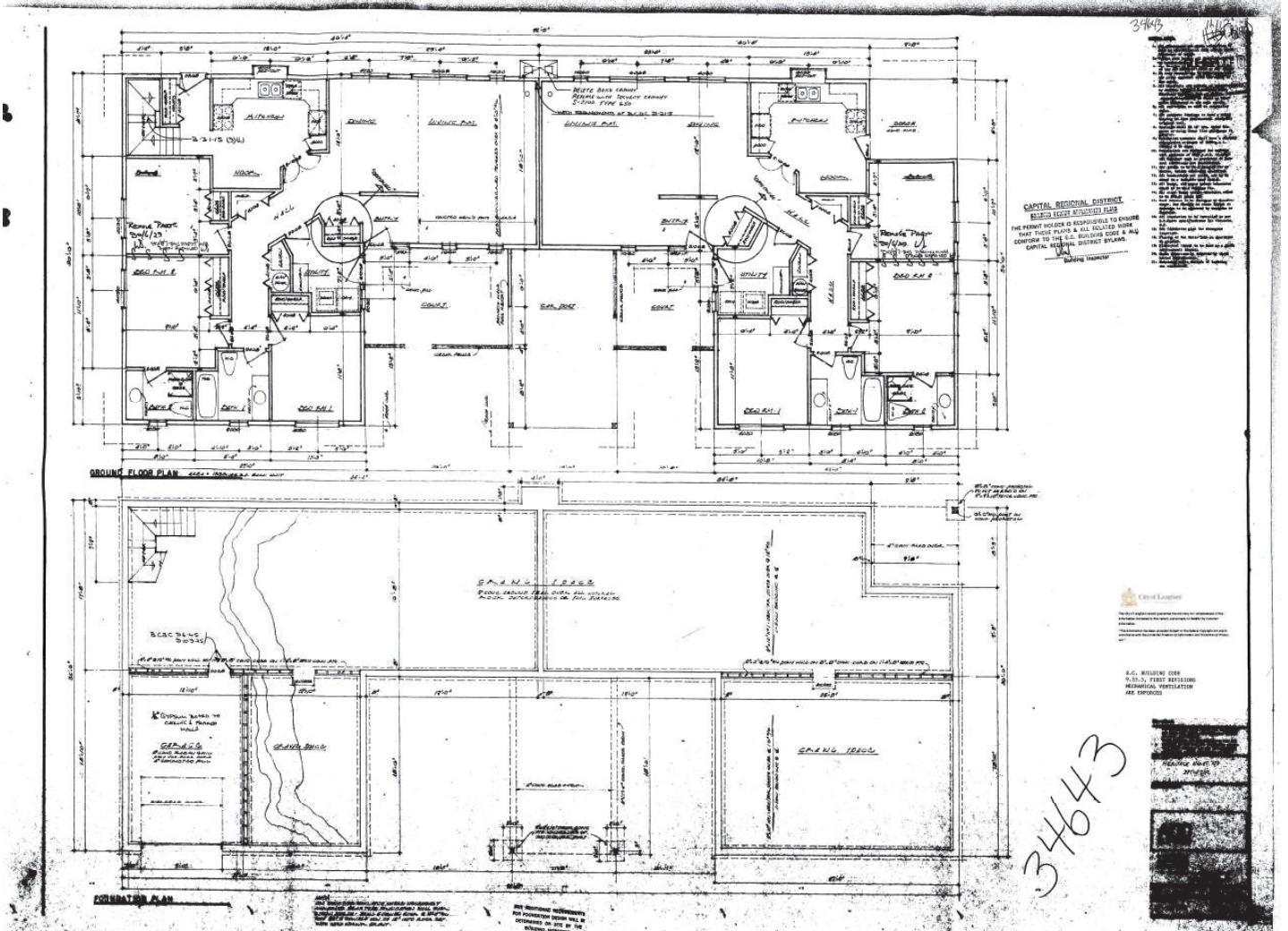
34643



City of Langford  
www.cityoflangford.ca

The City of Langford cannot guarantee the accuracy nor completeness of the information contained in this record, and accepts no liability for incorrect information.

\*This information has been provided Subject to the federal Copyright Act and in accordance with the provincial Freedom of Information and Protection of Privacy Act.\*





Refer to inserted table below describing the existing Site Data.

**Project Data**

Civic Address:	2165 and 2167 Bellamy Road, Langford, BC
Legal Description:	STRATA LOT A and B, SECTION 2, RANGE 2 WEST, HIGHLAND DISTRICT, STRATA PLAN 1993, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1
Zone:	Residential Small Lot 1 (RS1)
Lot Area:	0.414 ha (Strata Lot A = 0.210 ha, Strata Lot B = 0.204 ha)
Floor Area (Total):	250.59 m <sup>2</sup> (Unit A = 124.90 m <sup>2</sup> , Unit B = 125.69m <sup>2</sup> )

**MUNICIPAL PLANNING AND ZONING REQUIREMENTS**

The existing duplex is located in RS1 zoning. Refer to the following information taken from [www.Arcgis.com](http://www.Arcgis.com) – *Langford Parcel Map Information* on December 6<sup>th</sup>, 2023:







#### 6.22.03 Regulations for Two-Family Residential Use

In addition to all other regulations in this section, the following regulations apply to **two-family dwellings** in the R2 Zone:

- (1) **Two-family dwellings** are prohibited on pandhandle lots;
- (2) The **lot area** for a **two-family dwelling** use may not be less than 600 m<sup>2</sup> (6,459 ft<sup>2</sup>);
- (3) Despite subsection 6.22.03(2) on lands designated as "City Centre" on Map 2 – City of Langford Growth Management and Land Use Strategy, of Bylaw No. 1200, City of Langford's Official Community Plan the **lot area** for a **two-family dwelling** may not be less than 1500 m<sup>2</sup> (0.37 ac);
- (4) The **lot width** may not be less than 15 m (49.2 ft);
- (5) The width of the **building envelope** may not be less than 12 m (39.4 ft);
- (6) Despite subsection 6.22.03(2), on lands legally described as Lot 9, Sections 78 and 84, Esquimalt District, Plan 23129, PID No. 003-047-563 (738 Walfred Road) and Lot D, Sections 78 and 84, Esquimalt District, Plan VIP86630, PID No. 001-471-511 (742 Walfred Road), the **lot area** for a **two-family dwelling** use may be less than 600 m<sup>2</sup> (6,450 ft<sup>2</sup>), provided that the **lot area** is not less than 500 m<sup>2</sup> (5,382 ft<sup>2</sup>) and the **lot width** is not less than 17 m (55.8 ft); (*Bylaw No. 1945*)
- (7) In addition to all other regulations of this Bylaw any building or structure on the **lot** must be dimensioned, sited, and designed in conformance with an approved development permit;
- (8) In addition to all other regulations of this Bylaw, a continuous **landscape and screening area** of at least 1 m (3.3 ft) in width containing a shrub, hedge, or fence screen or a minimum **height** of 1.8 m (5.9 ft) at time of planting, must be provided along any interior side lot line starting from 6 m (19.7 ft) to the rear of the front lot line and extending to the **rear lot line**.

#### 6.22.04 Density of Development

- (1) There may not be more than one **residential building** on a **lot**, exclusive of any garden suite or carriage suite.
- (2) Despite subsection 6.22.04(1) there may be more than one residential building on a lot, if those residential buildings contain only a townhouse use.
- (3) Under no circumstances may the density of development on those properties legally described as PID No. 009-875-867 (3690 Happy Valley Road) and PID No. 002-035-235 (3694 Happy Valley Road) exceed 125 Single-Family Equivalent (SFE) dwelling units, and for the purpose of this section a Townhouse unit shall be deemed equivalent to 0.66 SFE.
- (4) Under no circumstances may there be more than 80 townhouse units within the area shown as shaded on the map attached as Schedule WL.





#### 6.22.05 Lot Coverage

**Lot coverage** of all **buildings** and **structures** may not exceed 40%, except that on **lots** less than 550 m<sup>2</sup> (5,920.2 ft<sup>2</sup>) in **lot area**, the **lot coverage** for all **buildings** and **structures** may exceed 40% but not exceed 50%.

#### 6.22.06 Height and Size of Principal Use Buildings

No **building** or **structure** may exceed a **height** of 9 m (29.5 ft).

#### 6.22.07 Setbacks

- (1) No principal **building** may be located:
  - (a) Within 3 m (9.8 ft) of any **front lot line** except that no **garage** or **carport** that faces a **front lot line** may be located within 5.5 m (18 ft) of the **front lot line**;
  - (b) Within 5.5 m (18 ft) of any **rear lot line**;
  - (c) Within 3 m (9.8 ft) of any **exterior side lot line**, except that no **garage** or **carport** that faces an **exterior side lot line** may be located within 5.5 m (18 ft) of the **exterior side lot line**; or
  - (d) Within 1.5 m (4.9 ft) of any **interior side lot line**.
- (2) Despite Article (1), the siting of any **building** for the keeping of horses, cattle, sheep, or goats must comply with Section 3.12 of this Bylaw.
- (3) Despite Article (1) and Article (2) and Section 3.12 of this Bylaw, no building for the keeping of poultry and rabbits may be located within 6 m (20 ft) of any **interior side lot line** nor within 7.6 m (25 ft) of any **exterior side, front, or rear lot line**.

#### 6.22.08 Landscape Screening

- (1) The relevant regulations of Section 3.21 of this Bylaw must apply.
- (2) In addition to all other regulations of this Bylaw, for a two-family residential use a continuous **landscape and screening area** of at least 1 m (3.3 ft) in width containing a shrub, hedge, or fence screen of a minimum **height** of 1.8 m (5.9 ft), at time of planting, must be provided along any interior lot line starting from 6 m (19.7 ft) to the rear of the **front lot line** and extending to the **rear lot line**.

#### 6.22.09 General

The relevant regulations of Part 3 of this Bylaw must apply.

Strata duplex is allowed in the current Municipal Zone RS1 but subject to interpretation by the City of Langford the width of each lot may require a variance to accommodate minimum widths indicated, in particular for irregular shaped lots.

Each unit has two parking stalls per zoning requirements.



**Building Code Review**

Building Code	2018 British Columbia Building Code
Existing Major Occupancies:	Group C – Residential (Part 9)
Building Height:	One Storey
Fire Alarm:	NA
Streets Faced:	One
Construction Article:	3.2.2.53 - Group C – up to three storeys
Building Area:	250.59 m <sup>2</sup>
Allowable Construction:	Combustible of noncombustible
Sprinklered:	Not required
Floor Assemblies FRR:	Fire separations with FRR not less than 45min
Separation of Units:	One hour
Loadbearing Walls, Columns, & Arches FRR:	Fire separations with FRR not less than that required for the supported assembly
Occupant Load:	4 persons per unit
Water closets:	1 WC per unit

**SEPARATION OF UTILITIES**

Water service, Drainage and Storm Water, Sanitary Sewer, Electrical Power, Phone, and Internet are provided separately to each unit. Duplex will be connected to the sanitary sewer system as part of the works and services for the 10-lot subdivision. Original documents are also available from the Owner.


**SUMMARY**

Any zoning requirements to meet the City of Langford Zoning by-laws will need to be acceptable to the City of Langford.

Both Residential Units (on either side of the required one-hour fire rated demising wall separation) comply with the requirements of the BC Building Code.

Based on a visual review and current maintenance observed, no further improvements are required. It is expected that this property will far exceed a minimum 10-year construction life expectancy.

Prepared by:

  
  
 Andrea Scott, Architect AIBC  
 July 05 2024



City of Langford

# Staff Report to Council

**DATE:** Monday, July 15, 2024  
**DEPARTMENT:** Land Development  
**APPLICATION NO.:** Sub 22-0002  
**SUBJECT:** 2940 Irwin Road Encroachment Easement

## EXECUTIVE SUMMARY:

The owner of 2940 Irwin Road, Bishop of Victoria Corporate Sole (Our Lady of Rosary Church), are in the process of constructing a new church on the property. The City of Langford has been working with the church for many years to relocate from their previous location on Goldstream Avenue so that the new University could be constructed. The subject property, shown in Figure 1, is located on Irwin Road and is approximately seven acres which has Parkdale Creek running through the middle of it flowing west to east. Due to the creek location, the church must place their building close to the northern property line to avoid the Streamside Protection and Enhancement Area (SPEA).



Figure 1: Subject Property

Langford.ca

t 250.478.7882  
 e administration@langford.ca

2nd Floor, 877 Goldstream Avenue  
 Langford, BC V9B 2X8

**Langford**  
 where it all happens.

As shown in Figure 2, the SPEA non-disturbance covenant area covers a large portion of the center of the subject property. As such, the owners have requested an encroachment over 1,420m<sup>2</sup> of undeveloped road right-of-way on Irwin Road. This encroachment area is proposed to have a drive aisle, parallel parking, landscaping and an overhanging covered entrance feature.

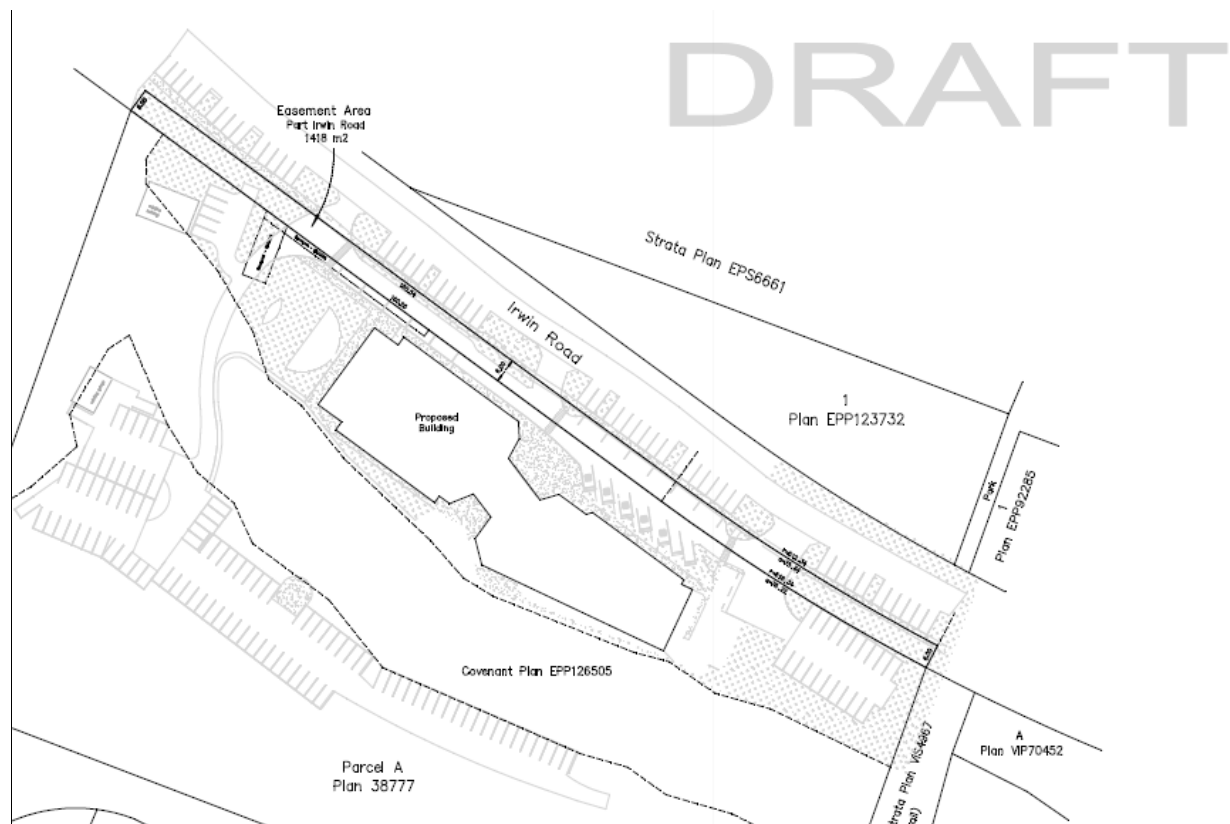


Figure 2: Encroachment Area with Proposed Improvements

#### COMMENTARY:

Council may wish to direct staff to enter into an encroachment agreement with the Church to allow the requested encroachments. The City will not have any responsibility for the ownership, maintenance, and repair of the works under the proposed terms. The encroachment easement will exist in perpetuity unless the City provides notice of termination with 365 days of advance notice.



In exchange for this encroachment easement, the Church is granting the City a statutory right-of-way over the northern portion of their lot to install, maintain and operate a municipal sanitary sewer and storm drain main. As part of the ongoing capital road and utility works being constructed on Irwin Road, the City has identified the need for this statutory right-of-way over this portion of land. A copy of the statutory right-of-way is attached for referenced.

#### **FINANCIAL IMPLICATIONS:**

The maintenance and construction costs will be covered by the Church.

The consideration for this encroachment easement is the granting of the statutory right-of-way over the Church's land.

#### **LEGAL IMPLICATIONS:**

An encroachment agreement is required to ensure that the Church is responsible for the works on the property at all times, at their own expense.

Pursuant to Section 26 of the *Community Charter*, notification of Council's intent to dispose of an interest in land for this encroachment easement has been provided.

#### **OPTIONS:**

##### **Option 1**

THAT Council enter into an Encroachment Easement with the Bishop of Victoria Corporate Sole on the terms attached and authorize the Mayor and CAO to execute the agreement with such minor amendments as may be necessary.

##### **Option 2**

THAT Council do not enter into an Encroachment Easement with the Bishop of Victoria Corporate Sole at this time.

#### **SUBMITTED BY: Daryl Minifie, ASCT, Senior Land Development Technologist**

**Concurrence:** Leah Stohmann, MCIP, RPP, Director of Community Planning and Climate Change

**Concurrence:** Melisa Miles, Manager of Legislative Services

**Concurrence:** Donna Petrie, Senior Manager of Communications & Economic Development

**Concurrence:** Yari Nielsen, Director of Parks, Recreation and Facilities

**Concurrence:** Matthew Baldwin, RPP, MCIP, Director of Development Services

**Concurrence:** Katelyn Balzer, P.Eng., Director of Engineering and Public Works

**Concurrence:** Michael Dillabaugh, CPA, CA, Director of Finance

**Concurrence:** Marie Watmough, Director of Legislative & Protective Services

**Concurrence:** Braden Hutchins, Deputy Chief Administrative Officer

**Concurrence:** Darren Kiedyk, Chief Administrative Officer

Attachments: Encroachment Easement  
Statutory Right of Way



1. Application

**Jordan Adam  
YOUNG ANDERSON  
201-1456 St. Paul St  
Kelowna BC V1Y 2E6  
6046897400**

File No.: 149-996  
Easement and Covenant-Parking and Drive Aisle

2. Description of Land

PID/Plan Number	Legal Description
<b>031-867-464</b>	<b>PARCEL A (BEING A CONSOLIDATION OF LOTS A AND B SEE CB402267) SECTION 26 GOLDSTREAM DISTRICT PLAN 38777 EXCEPT PLAN EPP123732</b>

3. Nature of Interest

Type	Number	Additional Information
<b>EASEMENT</b>		<b>Dominant Tenement: NO PID, That Part of Road in Section 26, Goldstream District dedicated by Plans 8956 and 38777 and shown as Easement Area on Plan EPP130133</b>
<b>COVENANT</b>		<b>S.219</b>

4. Terms

Part 2 of this instrument consists of:  
**(b) Express Charge Terms Annexed as Part 2**

5. Transferor(s)

**BISHOP OF VICTORIA, CORPORATE SOLE**

6. Transferee(s)

**CITY OF LANGFORD  
2ND FLOOR, 877 GOLDSTREAM AVENUE  
VICTORIA BC V9B 2X8**

7. Additional or Modified Terms



8. Execution(s)

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

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

YYYY-MM-DD  
2024/06/28

**BISHOP OF VICTORIA, CORPORATE SOLE**

By their Authorized Signatory

**KIM E. JOHNSON**  
*Barrister & Solicitor*  
CREASE HARMAN LLP  
800 - 1070 Douglas Street  
Victoria, BC V8W 2C4

Name: Leah MacKenzie

(as to both signatures)

Name: JACQUELINE MARCHAND

**Officer Certification**

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

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

\_\_\_\_\_

YYYY-MM-DD

**CITY OF LANGFORD**

By their Authorized Signatory

Name: \_\_\_\_\_

(as to both signatures)

Name: \_\_\_\_\_

**Officer Certification**

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





**Electronic Signature**

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

**TERMS OF INSTRUMENT – PART 2**  
**EASEMENT AND SECTION 219 COVENANT**

THIS AGREEMENT dated for reference the 1<sup>st</sup> day of July, 2024, is

BETWEEN:

**BISHOP OF VICTORIA, CORPORATE SOLE**

1-4044 Nelthorpe Street

Victoria, BC

V8X 2A1

(the “**Owner**”)

AND:

**CITY OF LANGFORD**

2<sup>nd</sup> Floor, 877 Goldstream Avenue

Victoria, B.C. V9B 2X8

(the “**City**”)

GIVEN THAT:

- A. The Owner is the registered owner in fee simple of the lands and all improvements located in Langford, British Columbia, and legally described in Item 2 of Part 1 of the *Land Title Act* Form C to which this Agreement is attached and which forms part of this Agreement (the “**Lands**”);
- B. The City is the owner of the soil and freehold of the highway adjacent to the Lands known as Irwin Road (the “**Highway**”);
- C. Section 35(11) of the *Community Charter* authorizes a council to grant an easement or permit an encroachment in respect of a highway;
- D. The Owner wishes to construct a portion of a drive aisle and parking area on or over a portion of the Highway (the “**Works**”);
- E. The City has agreed to grant the Owner an easement over that portion of the Highway shown labelled “Easement Area” on explanatory plan EPP130133, a copy of which is attached hereto attached as Schedule “A” (the “**Easement Area**”), on the terms and conditions set out in this Agreement; and
- F. By the provisions of section 219 of the *Land Title Act*, a covenant, whether of a negative or positive nature, in respect of the use of land, in favour of the City, may be registered as a

charge against the title to that land and is enforceable against the owner and its successors in title, even if the covenant is not annexed to land owned by the City.

THIS AGREEMENT is evidence that, and in consideration of TEN DOLLARS (\$10.00) paid by the Owner to the City and other good and valuable consideration (the receipt and sufficiency of which the City hereby acknowledges), the Owner and the City agree as follows:

1. **Grant of Easement** – The City hereby grants and conveys to the Owner the full, free and non-exclusive right, license, liberty, privilege, easement and right of way (the “**Easement**”) in common with the City, at all times hereafter to enter, go, be on, pass and repass, with or without vehicles, personal property and equipment, upon, over, under and through the Easement Area, for the Owner and its servants, employees, agents, contractors, licensees, and invitees, to:
  - (a) construct and install the Works upon the Easement Area and to remove, replace, repair, alter, maintain, clean, inspect, patrol and operate the Works from time to time;
  - (b) establish grades and levels upon the Easement Area;
  - (c) conduct surveys and examinations;
  - (d) dig up, remove and replace soil;
  - (e) excavate or otherwise alter the contours of the Easement Area and to backfill trenches on the Easement Area;
  - (f) temporarily store upon the Easement Area all vehicles, equipment, machinery, materials, or other movable property of any description necessary to construct, install, remove, repair, operate, alter, maintain, inspect, clean or replace the Works;
  - (g) to bring on to the Easement Area all vehicles, materials and equipment the Owner requires or desires for the Works; and
  - (h) to do all of the things on the Easement Area as be deemed reasonably necessary, desirable or incidental to the Works.
2. **Conditional Grant** –
  - (a) The rights granted under section 1 of this Agreement are conditional and the Owner is not entitled to exercise such rights:
    - (i) until and unless the drawings and specifications for the Works have been approved in accordance with section 7(a)(i);

- (ii) until it has submitted an Application to Construct, Use and Maintain Works within a Roadway or Lane pursuant to City of Langford Traffic Bylaw No. 33, 1995 and the City has approved such application;
  - (iii) unless, at its own expense, the Owner maintains and repairs the Works in a good and workmanlike manner in order to cause no unnecessary damage or disturbance to the City and all those invited by the City to use the Highway, or any improvement on or under the Highway;
  - (iv) unless, at its own expense, the Owner promptly remove ices, snow or other hazards from the Works to ensure that the Easement Area is safe for public passage to the satisfaction of the City; and
  - (v) unless, promptly upon request by the City, the Owner provides to the City “as built” drawings and such other information requested by the City in connection with the construction, installation and maintenance work performed by the Owner under this Agreement.
- (b) The rights granted under sections 1(b) – (h) of this Agreement are conditional and the Owner is not entitled to exercise such rights until and unless the Works are constructed in accordance with the Approved Drawings and Specifications (as hereinafter defined).
3. **Easement Area Condition** – The Easement Area is provided to the Owner on an “as-is” basis and the City makes no representations or warranties with respect to the condition of the Easement Area or its suitability for removal, replacement, repair, alteration, maintenance, cleaning, inspection, or operation of the Works.
4. **No Other Encroachments** – The Owner shall not erect any work or encroachment in the Easement Area except the Works and the Owner shall not permit the Works or any other structure or use to encroach on any part of the Highway other than the Easement Area.
5. **Acknowledgement of Highway** – The Owner acknowledges and agrees that:
- (a) the Easement Area is part of a highway and that the City has limited power to authorize the private use of a highway;
  - (b) any rights granted by the City to the Owner are not exclusive and are subject to the public’s right to pass and repass over the Highway;
  - (c) the City may require the Owner, at its expense, to remove the Works from the Easement Area, or relocate or reconstruct the Works, at any time in accordance with this Agreement, without compensation to the Owner.
6. **No Restriction on City Activities** – The Owner acknowledges and agrees that this Agreement shall not in any way restrict the right of the City to at any time:
- (a) improve, maintain, widen, raise, lower or otherwise alter the Highway;



- (b) inspect, install, improve, maintain or alter any structure, service or utility on, over or under any portion of the Highway;
  - (c) temporarily block off access to the Highway; or
  - (d) permit other encroachments or use of the Highway and the Easement Area
- notwithstanding the effect of such activities on the Works or the Easement Area.

7. **Owner's Covenants** – The Owner covenants and agrees that it:

- (a) will:
  - (i) prior to building on or using the easement area, submit detailed building design drawings and specifications for the Works to the City of Langford's Engineering Department for approval. If the Engineering Department is unsatisfied with the drawings and specifications for any reason, it will communicate the changes it requires to the Owner. Once the Owner has revised the drawings and specifications to incorporate the Engineering Department's requested changes, the Owner will resubmit the revised drawings and specifications for approval pursuant to this section. Once the Engineering Department has approved the drawings and specifications, the will be the "**Approved Drawings and Specifications**" for the purposes of this Agreement; and
  - (ii) construct the Works on the Lands in strict accordance with the Approved Drawings and Specifications.
- (b) will not use the Easement Area for any purpose until it has submitted an Application to Construct, Use and Maintain Works within a Roadway or Lane pursuant to City of Langford Traffic Bylaw No. 33, 1995 and the City has approved such application;
- (c) will not to use the Easement Area for any purpose until and unless the drawings and specifications for the Works have been approved in accordance with section 7(a)(i);
- (d) will not to use the Easement Area for any purpose aside from constructing and installing the Works upon the Easement Area until the Works are constructed in accordance with the Approved Drawings and Specifications;
- (e) subject to the right of use the Easement Area as herein provided, will not to unduly disrupt or interfere with the use of the Highway by the City and all those invited by the City to use the Highway, including the public generally;
- (f) will not to excavate on or under the Highway or replace or substantially modify the Works without prior written approval by the City. For clarity, before commencement of any of the aforementioned actions, the Owner shall obtain all permits and licenses

necessary under the City's bylaws, and the owner shall pay any inspection, license or permit fees in respect thereof;

- (g) will exercise the utmost care not to damage the Highway or any improvement on the Highway and, if the Owner should cause any such damage, restore such damage to the Highway or improvements on or under the Highway to as close to its pre-damaged condition as is reasonably practical with reasonable dispatch;
  - (h) will not to create nor permit to remain and will remove and discharge or cause to be removed and discharged promptly, at the sole cost and expense of the Owner, any lien, encumbrance or charge or claim of lien upon the Highway which arises out of the exercise or fulfilment of the rights of the Owner hereunder;
  - (i) will not deposit or place garbage, debris or other material in the Easement Area; and
  - (j) will promptly discharge any builders liens which may be filed against title to the Works or the Easement Area relating to any improvements, works or constructions which it undertakes or causes to be undertaken on the Easement Area and to comply at all times with the *Builders Lien Act* (British Columbia) in respect of any improvements, works or construction undertaken on the Easement Area.
8. **Relocation** – If, in the opinion of the City, any part of the Easement Area is required for any highway purposes in order to address changing traffic patterns or other public transportation, service, or utility needs, such that relocation or reconstruction of the Works or a portion of the Works is required, the City may give the Owner notice and the Owner shall within 365 days after receipt of such notice from the City, relocate or reconstruct the Works and restore that part of the Easement Area to the satisfaction of the City.
9. **Termination Without Default** – The Owner acknowledges and agree that the City may at any time, in its sole discretion, withdraw the rights it has granted herein to the Owner if the Easement Area is required by the City in order to address changing traffic patterns or other public transportation, service, or utility needs and no alternative area is considered appropriate for relocation of the Works. In the event of such withdrawal, the Owner shall, within 365 days of receipt of notice of withdrawal from the City, remove the Works and restore the Easement Area to the satisfaction of the City.
10. **Termination for Default** – In the event that the Owner breaches any term, condition, covenant or provision of this Agreement, the Owner shall remedy the breach within 15 days of receipt of a notice from the City (or such longer time specified by the City as may be considered reasonable due to the nature of the breach) and if the breach is not remedied to the satisfaction of the City within the time specified, all rights accruing to the Owner under this Agreement shall terminate and the Owner shall remove the Works and restore the Easement Area to the satisfaction of the City.

11. **Emergency** - The Owner grant to the City the right at any time, in the case of an emergency or apprehended emergency, to remove the Works or any hazard to the public resulting from the Works, without prior notice to the Owner, at the expense of the Owner.
12. **Restoration** – Upon the expiry or other termination of this Agreement, the Owner shall, at its own expense, immediately remove the Works from the Easement Area and restore the Easement Area to a safe and clean state to the satisfaction of the City.
13. **Action by City** – If the Owner fail to do anything required of it under this Agreement, the City is entitled to take all such actions on the Owner’ behalf and at the Owner’ cost, including removal of the Works and restoration of the Easement Area, but the City is in no circumstance liable for its failure to do so or its manner of doing so.
14. **Compensation** – Notwithstanding any provision of this Agreement, the Owner shall not be entitled to compensation for injurious affection or disturbance resulting in any way from the removal of the Works and, without limitation, the Owner shall not be entitled to business losses, loss of profit, loss of market value, relocation costs or other consequential loss by reason of the removal of the Works or by reason of revocation of the permission to encroach granted under this Agreement.
15. **Compliance with Laws** – The Owner shall carry on and conduct its activities on the Easement Area in compliance with any and all statutes, enactments, bylaws, regulations and orders from time to time in force and to obtain and maintain the required approvals, permits and licenses thereunder and not to do or omit to do anything upon or from the Easement Area in contravention thereof.

### Section 219 Covenant

16. **Covenant of the Owner** – The Owner covenants and agrees with the City, as a covenant in favour of the City pursuant to section 219 of the *Land Title Act*, that:
  - (a) the Lands will not be used for any purpose whatsoever unless this Agreement remains annexed to the Lands and noted as a legal notation against title to the Lands, and the Owner will not discharge or modify this Agreement without the prior written consent of the City. shall construct, install, maintain, repair and replace the Works in a good and workmanlike manner, safe for intended use;
  - (b) the Owner shall obtain and maintain insurance pursuant to Section 19 of this Agreement.
17. **Indemnity and Release** –
  - (a) Pursuant to section 219(6) of the *Land Title Act*, the Owner shall indemnify and save harmless and reimburse the City and its elected and appointed officials, officers, employees and agents (the “**City Personnel**”) from and against all damages, losses, costs, actions, causes of action, claims, demands, judgements, builders liens, liabilities, expenses, indirect or consequential damages (including loss of profits and loss of use

and damages arising out of delays) and injuries (including personal injury and death) (collectively, "Losses") which may arise or accrue to the Owner, any person, firm or corporation against the City or City Personnel or which the City or City Personnel may pay, incur, sustain or be put to by reason of or which would not or could not have been sustained "but for" any of the following:

- (i) the construction, installation, existence, maintenance, repair, replacement, removal, use or occupation of the Works or the Easement Area;
- (ii) this Agreement, including the withholding of any permits by the City pursuant to this Agreement;
- (iii) any personal injury, property damage or death occurring in or upon the Easement Area in whole or part from the exercise of the rights relating to the Works or the Easement Area by any party to this Agreement; or
- (iv) the release by the City of any or all of the City's rights under this Agreement or the loss of any rights purported to be granted hereby,
- (v) the City or City Personnel:
  - (A) reviewing, accepting or approving the design, specifications, materials and methods for construction of the Works;
  - (B) inspecting the Works; or
  - (C) performing any work in accordance with the terms of this Agreement or requiring the Owner to perform any work pursuant to this Agreement;
- (vi) any and all Losses which may arise or accrue to any person, firm or corporation including a member of the public against the City or any City Personnel or which the City or any City Personnel may, incur, sustain or be put to, by reason of:
  - (A) any negligent act or omission or wilful misconduct of the Owner or any of its contractors, subcontractors, employees, agents, licensees, invitees and permittees in connection with the exercise of the obligations or responsibilities of the Owner under this Agreement; or
  - (B) any default in the due observance and performance of the obligations or responsibilities of the Owner under this Agreement,

except to the extent such Losses are the result of the negligent acts or omissions on the part of the City or City Personnel. This indemnity is both a personal covenant of the Owner and an integral part of this Section 219 Covenant and will survive the expiration or earlier termination of this Agreement.



18. **Release** – The Owner covenants and agrees with the City that it shall not make any claims against the City and City Personnel and shall hereby release and discharge the City and City Personnel from and against all Losses which may, at any time, arise or accrue to the Owner, in connection with this Agreement including, without limitation:
- (i) by reason of the City or City Personnel:
    - (A) reviewing, accepting or approving the design, specifications, materials and methods for construction of the Works;
    - (B) inspecting the Works;
    - (C) performing any work in accordance with the terms of this Agreement or requiring the Owner to perform any work pursuant to this Agreement; or
    - (D) withholding any permits pursuant to this Agreement;
  - (ii) that arise out of, or would not have been incurred “but for”:
    - (A) the design, construction or installation (including any defective materials or faulty workmanship) of the Works;
    - (B) this Agreement;
    - (C) except to the extent such Losses are the result of the negligent acts or omissions on the part of the City or City Personnel.

The release set out in this Section 18 will survive the expiration or earlier termination of this Agreement.

19. **Insurance** – The Owner shall obtain and maintain, at the Owner’s cost and expense, comprehensive general liability insurance protecting the Owner from contractual and tort liability arising from bodily injury, death and property damage occurring on the Easement Area in an amount of not less than five million dollars (\$5,000,000.00) per occurrence which shall:
- (a) name the City as an additional insured;
  - (b) include a cross-liability clause;
  - (c) contain a waiver of subrogation rights against the City; and
  - (d) contain an obligation requiring the insurer to provide the City with 30 days’ notice of expiry, cancellation or material change in the terms of the policy.

The Owner shall furnish the City with a certificate of insurance evidencing placement of the insurance coverage required under this section prior to this Agreement being registered in

the Land Title Office and from time to time thereafter at the request of the City. This obligation is both a personal covenant of the Owner and an integral part of the Section 219 Covenant contained herein.

**20. Assumption by Transferee –**

- (a) Concurrently transferring to anyone the registered ownership of the Lands, the Owner will require that the transferee, as a condition precedent to the transfer, enter into an assumption agreement with the Owner by which such transferee will, beginning at the time of such transfer of the registered ownership of the Parcel:
- (i) unconditionally assume all the transferring Owner's obligations hereunder required to be performed after that time, except any that explicitly are to continue as personal covenants of the transferring Owner on transfer and any that have arisen or accrued or are or were required to be observed or performed during the time that the transferring Owner was the Owner of the Parcel that is the subject of the transfer; and
  - (ii) covenant in favor of the City to observe and perform all of the transferring Owner's obligations hereunder

and upon being provided with a copy of such assumption agreement, the City shall, and does hereby, release the transferring Owner from the requirement to perform the obligations hereunder of the Owner of the Lands, except for any that explicitly hereunder are to continue as personal covenants of the transferring Owner on transfer and any that have arisen or accrued or are or were required to be observed or performed during the time that the transferring Owner was the Owner of the Lands.

- (b) The City will not release the transferring Owner from the requirement to perform the obligations hereunder of the Owner of the Lands until it enters into an assumption agreement with the transferee pursuant to section 20(a) above, and the transferring Owner will continue to be bound by such obligations despite transferring ownership of the Lands.

**21. Transfer and Subdivision –** If the Highway, the Lands, or any portion thereof, respectively, is consolidated or subdivided at any time either under the provisions of the *Land Title Act* or the *Strata Property Act*, S.B.C. 1998 c. 43, as amended from time to time, or under the provisions of any similar legislation enacted from time to time:

- (a) on the deposit of a plan of consolidation or subdivision, the Section 219 Covenant herein granted will continue and will be annexed to and run with each of the new parcels, lots or other consolidated or subdivided parcels and areas so created; and
- (b) on the deposit of a strata plan, the burden of the Section 219 Covenant herein granted will continue and will be annexed to and run with each of the strata lots so created and provided that the liability of each strata lot owner for the performance

and observance of the covenants and obligations under this Agreement will be in proportion to the unit entitlement of such strata lot as established by the strata plan. The owners of the strata lots will cause the strata corporation to observe and perform the obligations of such owners under this Agreement.

22. **No Waiver** – No waiver of default by either party is effective unless expressed in writing by the party waiving default, and no condoning, overlooking or excusing by either party of a previous default of the other is to be taken to operate as a waiver of any subsequent default or continuing default, or to in any way defeat or affect the rights and remedies of the non-defaulting party.
23. **Discretion** – Wherever in this Agreement the approval of the City is required, some act or thing is to be done to the City's satisfaction, the City is entitled to form an opinion, or the City is given a sole discretion:
  - (a) the relevant provision is not deemed to have been fulfilled or waived unless the approval, opinion or expression of satisfaction is in writing signed by the City's Director of Corporate Services or any other person duly authorized by the Council of the City of Langford to perform the functions of the Director of Corporate Services;
  - (b) the approval, opinion or satisfaction is in the discretion of the Director of Corporate Services acting reasonably in accordance with municipal engineering practice.
24. **Time of Essence** – Time is of essence in this Agreement.
25. **No Effect on Powers** – This Agreement does not:
  - (a) affect or limit the discretion, rights, duties or powers of the City under the common law or any statute, bylaw, or other enactment;
  - (b) affect or limit the common law or any statute, bylaw or other enactment applying to the Lands; or
  - (c) relieve the Owner from complying with the common law or any statute, bylaw or other enactment.
26. **Notice** – Any notice to be given pursuant to this Agreement must be in writing and must be delivered personally. The addresses of the parties for the purpose of notice are the addresses hereinbefore set out. Notice may be left at the relevant address in the same manner as ordinary mail is left by Canada Post and is to be deemed to have been given when delivered. Any party may at any time give notice in writing to the other of any change of address and from and after the receipt of notice the address therein specified is to be deemed to be the address of such party for the giving of notice.
27. **Severance** – If any section, subsection, sentence, clause or phrase in this Agreement is for any reason held to be invalid by the decision of a court of competent jurisdiction, the invalid portion is to be severed and the decision that it is invalid does not affect the validity of the

remainder of this Agreement, the parties hereby agreeing that they would have entered into the Agreement without the severed provision.

28. **Entire Agreement** – No amendment of this Agreement, is valid or binding unless in writing and executed by the parties.
29. **Headings** – The headings in this Agreement are inserted for reference and convenience only and must not be used to construe or interpret the provisions hereof.
30. **Schedules** – The following schedules form an integral part of this Agreement:

Schedule A – Plan EPP130133

31. **Interpretation** – In this Agreement:
  - (a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
  - (b) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
  - (c) reference to a particular numbered section or article, or to a particular lettered Schedule, is a reference to the correspondingly numbered or lettered article, section or Schedule of this Agreement;
  - (d) if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meanings;
  - (e) reference to any enactment includes any regulations, orders or directives made under the authority of that enactment;
  - (f) reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced, unless otherwise expressly provided;
  - (g) the provisions of s. 25 of the *Interpretation Act* with respect to the calculation of time apply;
  - (h) all provisions are to be interpreted as always speaking;
  - (i) reference to a “party” is a reference to a party to this Agreement and to their respective successors, assigns, trustees, administrators and receivers;
  - (j) reference to a “day”, “month”, “quarter” or “year” is a reference to a calendar day, calendar month, calendar quarter or calendar year, as the case may be, unless otherwise expressly provided; and



- (k) where the word “including” is followed by a list, the contents of the list are not intended to circumscribe the generality of the expression preceding the word “including”.
32. **Parties** – Every reference in this Agreement to a party is deemed to include the heirs, executors, administrators, successors, assigns, employees, agents, officers, and invitees of such party wherever the context so requires or allows.
33. **Enurement** – This Agreement enures to the benefit of and is binding on the parties, notwithstanding any rule of law or equity to the contrary.

As evidence of their agreement to be bound by the above terms, the parties each have executed and delivered this Agreement by executing GENERAL INSTRUMENT - Part 1 of the *Land Title Act* Form C and D to which this Agreement is attached and which forms part of this Agreement.

SCHEDULE "A"  
 PLAN EPP130133

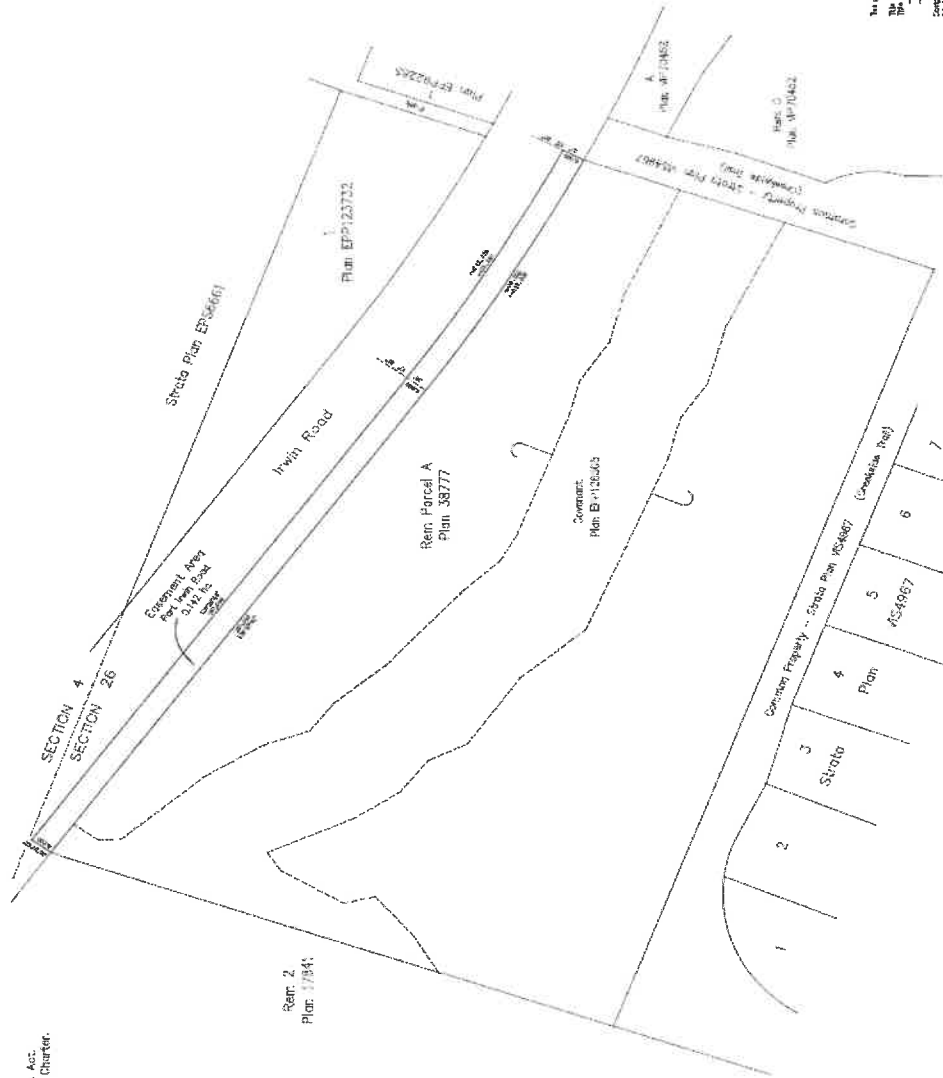
PLAN EPP130133

Explanatory Plan over Part of  
 Irwin Road in Section 26,  
 Goldstream District, being part of a  
 Road Dedicated by Plans 89556 and 38777

BCCS 922.043  
 For Explanatory Purposes  
 Pursuant to Section 86(1)(c) of the Land Title Act  
 Pursuant to Section 36(1) of the Community Charter.

Scale  
 All dimensions are shown in metres.  
 The boundary and area of this plan  
 is shown in accordance with the  
 B.C. Survey Act and is subject to a margin of 50mm.

LEGEND  
 Municipal Boundary, City of Langford  
 All bearings are taken from True North  
 The area shown is subject to any and all  
 other plans and documents on file at the  
 B.C. Land Title Office.



This plan has been filed in the Land Title Office.  
 This plan is subject to the following:  
 - Plan EPP130133  
 - Plan EPP130133  
 - Plan EPP130133  
 Date of filing: 2011-04-14  
 Date of filing: 2011-04-14



1. Application

**Jordan Adam  
YOUNG ANDERSON  
201-1456 St. Paul St  
Kelowna BC V1Y 2E6  
6046897400**

File No.: 149-996  
SRW-Water, Sewer and Drainage

2. Description of Land

PID/Plan Number	Legal Description
<b>031-867-464</b>	<b>PARCEL A (BEING A CONSOLIDATION OF LOTS A AND B SEE CB402267) SECTION 26 GOLDSTREAM DISTRICT PLAN 38777 EXCEPT PLAN EPP123732</b>

3. Nature of Interest

Type	Number	Additional Information
<b>STATUTORY RIGHT OF WAY</b>		<b>S.218 Over part on Plan EPP136930</b>

4. Terms

Part 2 of this instrument consists of:  
**(b) Express Charge Terms Annexed as Part 2**

5. Transferor(s)

**BISHOP OF VICTORIA, CORPORATE SOLE**

6. Transferee(s)

**CITY OF LANGFORD  
2ND FLOOR, 877 GOLDSTREAM AVENUE  
VICTORIA BC V9B 2X8**

7. Additional or Modified Terms



8. Execution(s)

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

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

YYYY-MM-DD  
2024/06/28

**BISHOP OF VICTORIA, CORPORATE SOLE**

By their Authorized Signatory

**KIM E. JOHNSON**  
Barrister & Solicitor  
CREASE HARMAN LLP  
800 - 1070 Douglas Street  
Victoria, BC V8W 2C4

  
Name: Leah Mackenzie

(as to both signatures)

  
Name:  
JACQUELINE MARCHANT

**Officer Certification**

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

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

\_\_\_\_\_

YYYY-MM-DD

**CITY OF LANGFORD**

By their Authorized Signatory

\_\_\_\_\_  
Name:

(as to both signatures)

\_\_\_\_\_  
Name:

**Officer Certification**

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





**Electronic Signature**

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

TERMS OF INSTRUMENT - PART 2

STATUTORY RIGHT OF WAY – WATER, SEWER AND DRAINAGE

THIS AGREEMENT dated for reference the 25<sup>th</sup> day of June, 2024

BETWEEN:

**BISHOP OF VICTORIA, CORPORATE SOLE**

1-4044 Nelthorpe Street

Victoria, BC

V8X 2A1

(the “Grantor”)

AND:

**CITY OF LANGFORD**

2<sup>nd</sup> Floor, 877 Goldstream Avenue

Victoria, B.C. V9B 2X8

(the “City”)

WHEREAS:

- A. The Owner is the registered owner in fee simple of the lands and all improvements located at 2936 – 2940 Irwin Road, in Langford, British Columbia, and legally described in Item 2 of Part 1 of the Land Title Act Form C to which this Agreement is attached and which forms part of this Agreement (the “Lands”);
- B. Section 218 of the *Land Title Act*, R.S.B.C. 1996, c.250, enables the Grantor to grant in favour of the City an easement without a dominant tenement to be known as a statutory right of way;
- C. For the purpose sanitary sewer and storm drainage services, the Grantor has agreed to permit the construction, maintenance and alteration of any certain works and appurtenances, generally described as pipes, valves, fittings, pumps, conduits, culverts, catch basins, clean outs, manholes and any other facilities and appurtenances necessary or convenient for the carrying of sanitary sewage and storm water as part of the City’s system of sewage and drainage works (the “Works”) and to grant for that purpose the Statutory Right of Way hereinafter mentioned; and
- D. This statutory right of way is necessary for the operation and maintenance of the City’s undertaking.

NOW THEREFORE in consideration of the premises herein contained, of the sum of \$1.00 paid by the City to the Grantor, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties agree as follows:

### **Statutory Right of Way**

1. Pursuant to Section 218 of the *Land Title Act*, the Grantor hereby grants and conveys, in perpetuity, to the City the full, free and uninterrupted right, license, liberty, privilege, easement and right of way (the "**Statutory Right of Way**"), in common with the Grantor, at all times hereafter to enter, go, be on, pass and repass, with or without vehicles, personal property and equipment, upon, over, under and through those portion of the Lands shown on Reference Plan EPP136930, a reduced copy of which is attached hereto as Schedule A and labelled as SRW Area 1 – SRW Area 4 (collectively, the "**Right of Way Area**") for the City and its servants, employees, agents, contractors, licensees, and invitees:
  - (a) to construct and install the Works upon the Right of Way Area and to remove, replace, repair, alter, maintain, clean, inspect, patrol and operate the Works from time to time in the City's discretion as part of the City's system of road and utility services;
  - (b) have unobstructed access across the Right of Way Area, with or without vehicles, at any and all times;
  - (c) establish grades and levels upon the Right of Way Area;
  - (d) conduct surveys and examinations;
  - (e) dig up, remove and replace soil;
  - (f) excavate or otherwise alter the contours of the Right of Way Area and to backfill trenches on the Right of Way Area;
  - (g) remove from the Right of Way Area such structures, improvements, fixtures, fences, gates, trees, shrubs, plants, vehicles, mobile homes, storage facilities and other obstructions whatsoever as, in the City's reasonable opinion, is necessary in order to construct, install, remove, repair, alter, operate, maintain, clean, inspect, relocate, renew, inspect or replace the Works;
  - (h) temporarily store upon the Right of Way Area all vehicles, equipment, machinery, materials, or other movable property of any description necessary to construct, install, remove, repair, operate, alter, maintain, inspect, clean or replace the Works;
  - (i) to bring on to the Right of Way Area all vehicles, materials and equipment the City requires or desires for the Works; and

- (j) to do all of the things on the Right of Way Area as be deemed reasonably necessary, desirable or incidental to the Works.
2. Notwithstanding the generality of the foregoing, and specifically in relation to that portion of the Right of Way Area identified on Reference Plan EPP136930 as "SRW Area 4", the grant of Statutory Right of Way under section 1(a):
- (a) is limited to constructing and installing overland surface flow for excess storm water drainage Works upon SRW Area 4 and to removing, replacing, repairing, altering, maintaining, cleaning, inspecting, patrolling, and operating such storm water drainage Works; and
  - (b) does not include the right to excavate or otherwise alter the contours of the Right of Way Area other than to ensure that an overland flow route is established and maintained to convey storm water across the area and into the existing watercourse in the event that the municipal storm water drainage system backs up and overflows.

For clarity, the City will not install any Works below the surface of SRW Area 4.

### **Obligations of Grantor**

3. The Grantor must:
- (a) not do or permit to be done anything in the Right of Way Area which in the opinion of the City, acting reasonably, may interfere with, injure or impair the operating efficiency of, or obstruct access to or the use of, the Right of Way Area, the Works or the rights granted under this Statutory Right of Way;
  - (b) trim or, if the City requires, permit the City to trim or cut down any tree or other growth on the Lands which in the opinion of the City constitutes or may constitute a danger, impairment or obstruction to the Works or to those using the Right of Way Area in connection with the Works;
  - (c) permit the City to peaceably hold and enjoy the rights hereby granted;
  - (d) permit the City to maintain and clean the surface of the Right of Way Area and do all other things in the Right of Way Area which in the reasonable opinion of the City are reasonably necessary for the safe use and preservation of the Right of Way Area for the purposes of the Works and the Statutory Right of Way;
  - (e) not deposit or place garbage, debris or other material on the Right of Way Area;
  - (f) not place, install or construct any building, structure, mobile or manufactured home or other improvement (excepting paving, playground equipment, and fences) on the Right of Way Area;

- (g) not permit any building, construction, structure or other improvement to overhang the Right of Way Area, without the City's written approval;
  - (h) not diminish or increase the soil cover over any pipe installed in the Right of Way Area without the City's prior written consent;
  - (i) not carry on blasting on or adjacent to the Right of Way Area without the City's approval;
  - (j) at its own expense, do or cause to be done all acts necessary to grant priority to this Statutory Right of Way over all financial charges and encumbrances which are registered, or pending registration, against title to the Right of Way Area, in the Land Title Office, save and except those that have been approved in writing by the City; and
  - (k) at its own expense, do or execute or cause to be done or executed all such further and other lawful acts, deeds, things, conveyances and assurances whatsoever for better assuring to the City the rights, liberties and Statutory Right of Way hereby granted.
4. Nothing in this Agreement shall be held to restrict the Grantor from using the Right of Way Area in any manner which does not interfere with the security, efficient functioning or unobstructed access to the Works.

#### **Covenants of the City**

5. The City, must in the exercise of its powers hereunder:
- (a) do all things hereby authorized to be done by it over, through, under and upon the Right of Way Area in a good and workmanlike manner so as to cause no unnecessary damage or disturbance to the Grantor, the Right of Way Area or to any improvements thereon;
  - (b) not bury, without the prior written consent of the Grantor, construction debris or rubbish in excavations or backfill; and
  - (c) if the City removes anything placed on the Right of Way Area and in particular shrubs, plants, fences, or breaks up any asphalt or cement, it will replace and repair the same as promptly as possible after completing the work in which it is engaged so as to restore the ground and the things located thereon to their original condition, and the work shall be carried out in such a manner as to cause the least damage and inconvenience to the Grantor and the City.

#### **City's Rights**

6. The City:



- (a) is entitled to peaceably hold and enjoy the rights, liberties and Statutory Right of Way hereby granted without hindrance, molestation or interruption by the Grantor or any person, firm or Corporation claiming by, through, under or in trust for the Grantor;
- (b) in its sole discretion may at any time remove any or all of the Works installed by the City in, upon or under the Right of Way Area, all of which remain chattels and the property of the City, notwithstanding that they may be annexed or affixed to the freehold;
- (c) on default by the Grantor of any of its obligations under this Agreement, may, but is not obliged to, rectify the default, provided that, except in the case of an emergency, the City must first give 20 days prior notice to the Grantor specifying the default and requiring it to be remedied. The Grantor shall reimburse the City for its reasonable, out of pocket expenses incurred in remedying such a default; and
- (d) despite subsection (b) above, if the City abandons, releases or discharges the Statutory Right of Way, the City is not responsible or obligated in any way to remove or pay for the cost of removal of any Works from the Right of Way Area.

### **Contractually Binding**

- 7. Every obligation and covenant of the Grantor in this Agreement constitutes both a contractual obligation and a statutory right of way granted under section 218 of the *Land Title Act* in respect of the Lands and this Agreement burdens the Lands and runs with them and binds the successors in title to the Lands until discharged by an instrument in writing duly executed by the City and filed at the Victoria Land Title Office. This Agreement burdens and charges all of the Lands and any parcel into which the Lands are subdivided by any means and any parcel into which the Lands are consolidated (including by removal of interior parcel boundaries) and shall be extended, at the Grantor's cost, to burden and charge any land consolidated with the Lands.

### **General**

- 8. **No Affect on Discretion** – This Agreement does not:
  - (a) affect or limit the discretion, rights, duties or powers of the City under the common law or any statute, bylaw, or other enactment;
  - (b) affect or limit the common law or any statute, bylaw or other enactment applying to the Lands; or
  - (c) relieve the Grantor from complying with the common law or any statute, bylaw or other enactment.

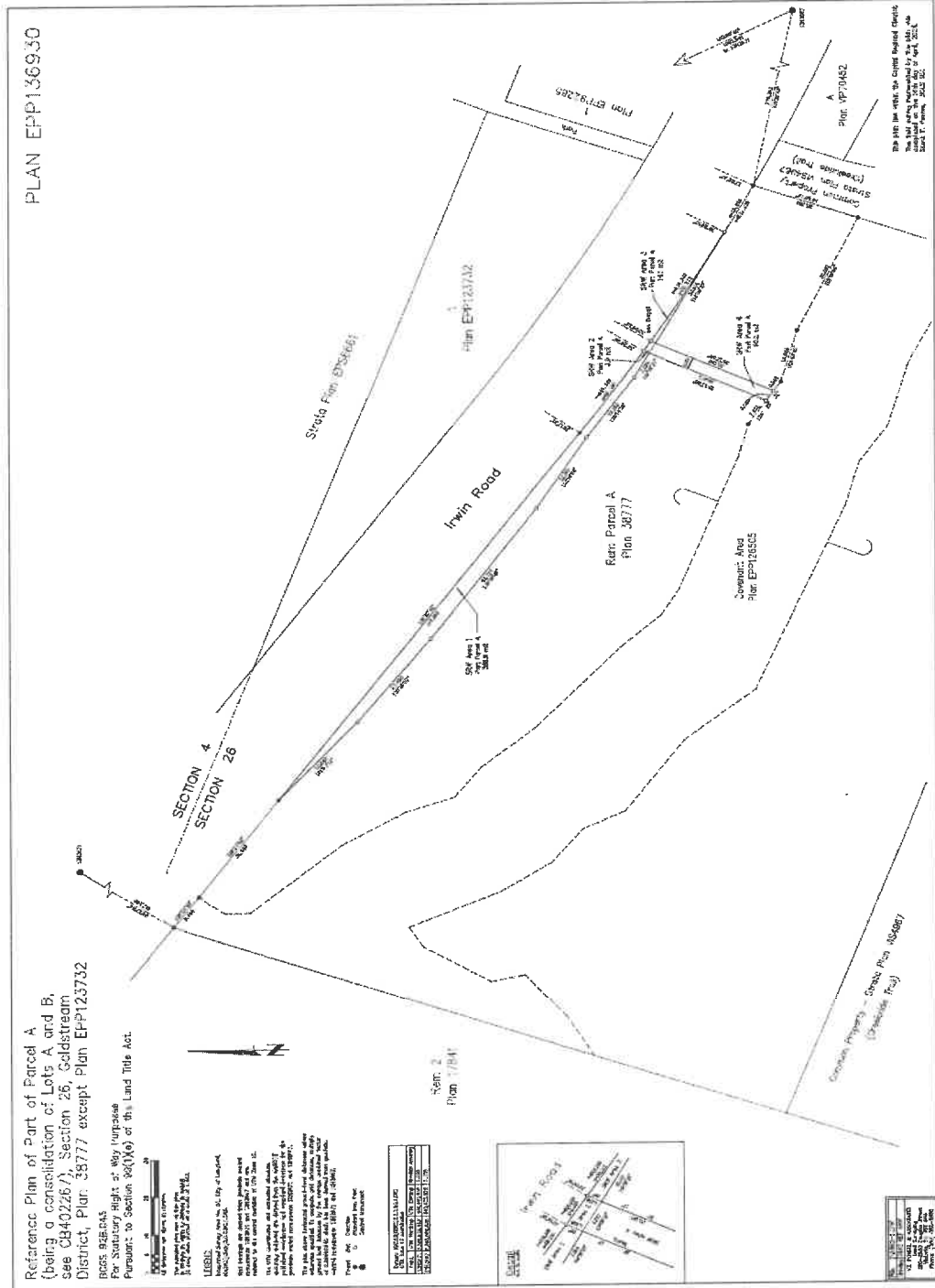
9. **Notice** – Any notice to be given pursuant to this Agreement must be in writing and may be delivered personally or sent by prepaid mail. The addresses of the City for the purpose of notice is the address hereinbefore set out, and the address of the Grantor is the address on record for the owner of the Lands at the Land Title Office. If notice is delivered personally, it may be left at the relevant address in the same manner as ordinary mail is left by Canada Post and is to be deemed given when delivered. If notice is mailed, it is to be deemed given 5 days after mailing by deposit at a Canada Post mailing point or office. In the case of any strike or other event causing disruption of ordinary Canada Post operations, a party giving notice must do so by personal delivery as provided in this section. Any party may at any time give notice in writing to the other of any change of address and from and after the receipt of notice the address therein specified is to be deemed to be the address of such party for the giving of notice.
10. **Enurement** – This Agreement shall enure to the benefit of and be binding upon the parties hereto, their successors and assigns.
11. **Usage** – Wherever the singular or the masculine are used, the same shall be construed as meaning the plural or the feminine or the body politic or corporate where the context or the parties hereto so require.
12. **Severance** – If any section, subsection, sentence, clause or phrase in this Agreement is for any reason held to be invalid by the decision of a court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of the Agreement.
13. **Jurisdiction** – This Agreement shall be governed and construed in accordance with the laws of British Columbia.
14. **Discretion** – Wherever this Agreement creates a power or obligation of the City to make a decision or to exercise any contractual right or remedy, the City may do so in accordance with the provisions of this Agreement and no public law duty, whether arising from the principles of procedural fairness or the rules of natural justice, shall have any application.
15. **Amendment** – No amendment of this Agreement is valid or binding unless in writing and executed by the parties.
16. **Counterparts and Electronic Delivery** – This Agreement may be executed in one or more counterparts, each of which will be an original, and all of which together will constitute a single instrument. Further, the parties agree that this Lease may be signed and transmitted by fax or by electronic mail of a PDF document or electronic signature (e.g., DocuSign or similar electronic signature technology) and thereafter maintained in electronic form, and that such electronic record will be valid, and effective to bind the party so signing, as a paper copy bearing such party's handwritten signature. The parties further consent and agree that the electronic signatures appearing on this Lease will be

treated, for the purposes of validity, enforceability, and admissibility, the same as handwritten signatures.

IN WITNESS WHEREOF the parties have executed this Agreement on Forms C and D to which this Agreement is attached and which form part of this Agreement.

Schedule A

Plan EPP136930





City of Langford

# Staff Report to Council

**DATE: Monday, July 15, 2024**

**DEPARTMENT: Engineering**

**SUBJECT: Award of Construction Contract for Amy Road – West Shore Parkway Roundabout Improvements**

## EXECUTIVE SUMMARY:

The purpose of this report is to seek Council approval to award the construction contract for Amy Road – West Shore Parkway Roundabout Improvements to the lowest bidder, Allterra Construction Ltd., at an amount of \$1,059,599 plus GST to upgrade the roundabout further to decrease the number of vehicular incidents and near misses for northbound traffic. This price includes the additional/optional works to connect the bike lane from Amy Road to Kettle Creek Drive. Approval of this contract will require an increase to the budget from from \$658,337 to \$1,298,500 plus GST to include costs related to increase in scope, soft costs, and contingency. An increase of this amount may require a financial plan bylaw amendment, though staff will assess that later in the year.

The project was tendered publicly on BC Bid. The tender closed on Tuesday, July 9<sup>th</sup> at 2:00pm. A total of five (5) bids were received. In accordance with the City's Purchasing Policy, all bids were opened and witnessed publicly. The bids were then reviewed by the project consultant for compliance with minor corrections in accordance with the tender terms. The Substantial Performance date is October 4, 2024 with a 10-week construction period and construction is expected to begin imminently, if approved by Council.

## BACKGROUND:

Throughout the summer months, traffic using West Shore Parkway to head north on the Trans-Canada Highway (TCH) increases significantly and has resulted in large back-ups blocking the access onto Amy Road and beyond. In 2022, the City worked with McElhanney and G&E Contracting to revise the existing intersection at Amy Road and West Shore Parkway within the budget available at the time. The main intent of this construction was to add a lane to allow for residents living in the Goldstream Meadows area to be able to efficiently access their homes from West Shore Parkway during heavy traffic times, as shown in Figure 1.



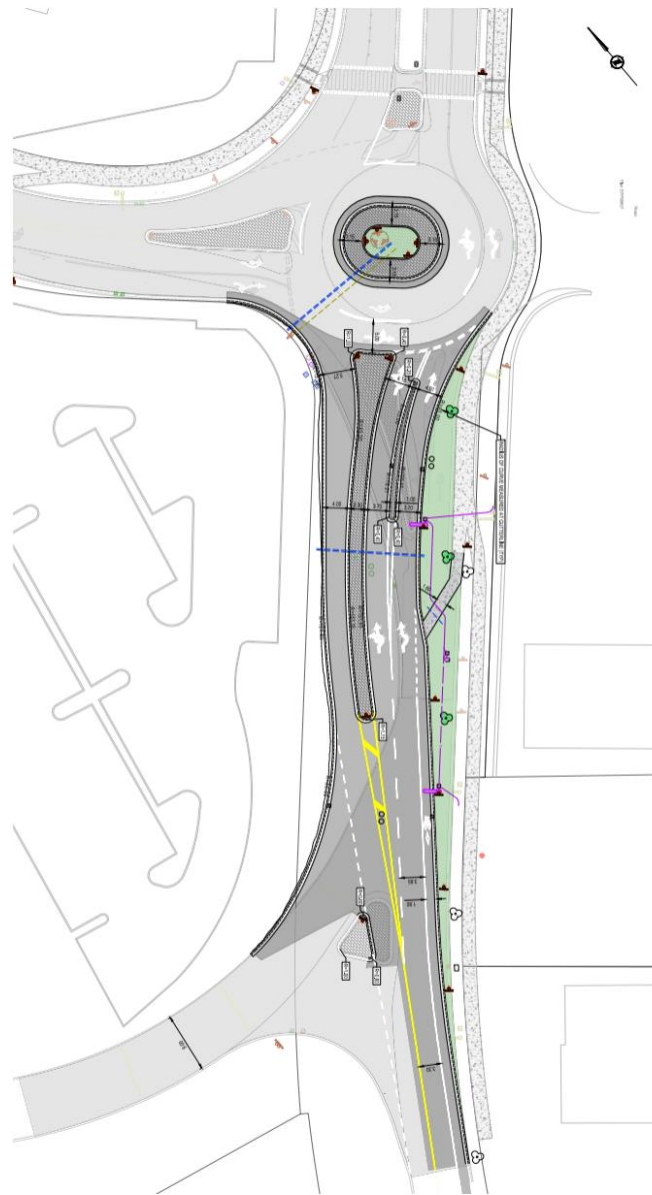
Award of Construction Contract for Amy Road – West Shore Parkway Roundabout Improvements  
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Figure 1: Existing West Shore Parkway and Amy Road Roundabout

The City allocated a budget in 2024 for the next phase of improvements, to upgrade the roundabout as shown in Figure 2 to further decrease the number of vehicular incidents and near misses for northbound traffic.

Award of Construction Contract for Amy Road – West Shore Parkway Roundabout Improvements  
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*Figure 2: Proposed West Shore Parkway and Amy Road Roundabout*

The City retained McElhanney Consulting Services Ltd. (McElhanney) to investigate options to improve the existing roundabout on West Shore Parkway at Amy Road. The City recognizes that the Ministry of Transportation and Infrastructure (MoTI) has long term plans at the intersection of the TCH and West Shore Parkway for an interchange, however details of what that may entail, and the timing of its construction, are not known at this time.

Award of Construction Contract for Amy Road – West Shore Parkway Roundabout Improvements  
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The design team worked together to find an economical and effective method to improve traffic flow for all users, while using as much of the existing infrastructure as possible, and minimizing the impacts to existing services and the existing road right-of-way and property lines. A summary of the proposed improvements is as follows:

The left-hand turn lane from West Shore Parkway northbound, to Amy Road westbound, will be lengthened to allow for more vehicle storage. This improvement will allow for traffic to split into their designated lanes (West Shore Parkway to Amy Road, or West Shore Parkway to TCH) prior to reaching the roundabout. The centre island of the roundabout will be built with a truck apron, and a landscaped centre island. A landscaped centre island helps to decrease speeds through the intersection and creates more green space which is more visually appealing. Further streetlights and street trees will be installed within the boulevard on West Shore Parkway as part of this project as well. Additionally, through the design process, a solution was found to add the final bike lane connection from Amy Road to Kettle Creek Drive for which additional budget is being requested. Staff are also working with BC Transit to plan for a future bus stop in the vicinity.

**COMMENTARY:**

The project was tendered publicly on BC Bid. The tender closed on Tuesday, July 9<sup>th</sup> at 2:00pm. A total of five (5) bids were received. In accordance with the City's Purchasing Policy, all bids were opened and witnessed publicly. The bids were then reviewed by the project consultant, McElhanney, for compliance with minor corrections in accordance with the tender terms. The results are listed in order of tender price and are exclusive of GST because the City claims the GST back.

CONTRACTOR	TENDER PRICE
Allterra Construction Ltd.	\$1,059,599
Scansa Construction Ltd.	\$1,126,185*
G&E Contracting LP	\$1,146,300
Copcan Civil LP	\$1,507,361*
Escocia Contracting	\$1,523,141*

*\*Tender price adjusted due to minor arithmetic errors*

Staff recommend awarding the construction contract for Amy Road – West Shore Parkway Roundabout Improvements to the lowest bidder, Allterra Construction Ltd., at an amount of \$1,059,599 plus GST.

The Substantial Performance date is October 4, 2024 with a 10-week construction period. Construction is expected to begin imminently, subject to Council approval. This will allow for the contractor to start on the road construction prior to school being back in session, as this is a main intersection that the school buses use to get out to their routes from the parking facility on Amy Road. No work is allowed to take place within the roadway after 12pm noon on Fridays of long weekends to alleviate some of the traffic congestion that typically comes with long weekends.

Award of Construction Contract for Amy Road – West Shore Parkway Roundabout Improvements  
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**FINANCIAL IMPLICATIONS:**

The approved 2024 Capital budget for this project is \$658,337 including consulting fees and construction. The lowest tendered bid price came in at a total of \$1,059,599 plus GST for the project. This price includes the additional/optional works to connect the bike lane from Amy Road to Kettle Creek Drive but does not include contract administration fees nor contingency. If the optional works to construct the bike lane do not get completed with this project, the tendered amount for the project is \$908,838 plus GST.

Should Council wish to approve the contract with the optional work, staff recommend that the construction works plus 12.5% for soft costs and 10.0% contingency for an amended total budget of \$1,298,500. The current budget of \$658,337 is funded from the Capital Works Reserve; however, based on the 2024-2028 Financial Plan, that reserve does not have adequate funding to cover the additional \$640,163. Approval of this contract, and the corresponding increase to the budget is likely to require a financial plan amendment later in 2024, and it will also result in other capital projects that have been budgeted for being delayed.

**LEGAL IMPLICATIONS:**

If the City is to proceed with the bike lane connection between Kettle Creek Drive and West Shore Parkway, a statutory right-of-way is required to be taken over a small portion of the southwest corner of 2681 West Shore Parkway (Sysco Foods). Discussions with the property owner have already begun in hopes of coming to a fair and amicable agreement.

**STRATEGIC PLAN ALIGNMENT:**

Objective 4c – Improve and Expand Active Transportation Infrastructure

**OPTIONS:**

**Option 1**

THAT Council award the construction contract for Amy Road – West Shore Parkway Roundabout Improvements to Allterra Construction Ltd. at an amount of \$1,059,599 plus GST;

AND

THAT Council authorize the Mayor and CAO, or Corporate Officer, to execute this construction contract;

AND

THAT Council approve the Amy Road – West Shore Parkway Roundabout Improvements capital project 2024 budget increase from \$658,337 to \$1,298,500.

**OR Option 2**

THAT Council not award the construction contract for Amy Road – West Shore Parkway Roundabout Improvements at this time.

**SUBMITTED BY: Kyla Kay, P.Eng., Senior Engineering Technologist**

**Concurrence:** Melisa Miles, Manager of Legislative Services

**Concurrence:** Donna Petrie, Senior Manager of Communications & Economic Development

**Concurrence:** Katelyn Balzer, P.Eng., Director of Engineering and Public Works

**Concurrence:** Michael Dillabaugh, CPA, CA, Director of Finance

**Concurrence:** Marie Watmough, Director of Legislative & Protective Services

**Concurrence:** Darren Kiedyk, Chief Administrative Officer





City of Langford

# Staff Report to Council

**DATE: Monday, July 15, 2024**

**DEPARTMENT: CAO**

**SUBJECT: West Shore Parks and Recreation Facilities Master Plan**

## EXECUTIVE SUMMARY:

The five West Shore municipalities (City of Langford, City of Colwood, Town of View Royal, District of Highlands, District of Metchosin) currently share a collaborative partnership for certain recreation services operated by the West Shore Parks and Recreation Society (WSPRS). However, the West Shore has not historically conducted collaborative recreation facilities planning for new recreation facilities within their borders.

A number of West Shore municipalities are now actively planning new or additional recreation facilities or are receiving requests from their communities for new recreation facilities. Recent discussions among the West Shore Mayors and Chief Administrative Officers (CAOs) indicate there is broad consensus that recreation facilities planning should be approached collaboratively to ensure the West Shore as a sub-region has adequate recreation facilities that are properly located, and to ensure facilities are not unnecessarily duplicated. This approach to recreational planning and service delivery aligns with the fact that West Shore residents do not consider municipal boundaries when choosing which recreation facilities to use.

A meeting of the West Shore Mayors, CAOs, and the Administrator of the WSPRS was held on the 25th of June. At this meeting, there was consensus that it would be more efficient for a collaborative approach to West Shore recreation facilities planning, with the resulting master plan for the West Shore better serving all five municipalities. There was also general agreement on how that work should proceed. In particular, there was agreement that the WSPRS should play a key role in this planning process, given its long-standing and successful collaboration among the West Shore municipalities. This role may require minor modifications to the WSPRS mandate.

This report proposes that Council direct staff to work with WSPRS, and the other West Shore municipalities, to prepare a Request for Proposal (RFP) for the creation of a West Shore Parks and Recreation Facilities Master Plan. It is important to note that this would be a separate exercise from the development of a master plan for Langford's parks and trails. Generally speaking, the individual municipalities will continue to independently plan the parks and trail needs within their borders, although trail connectivity between and among municipalities will continue to be a consideration in

that planning process. Recreation facilities, however, should be planned collaboratively, largely due to the West Shore municipalities existing substantial recreation facilities at the Juan de Fuca complex.

#### **COMMENTARY:**

In December 2001, the City adopted the “*Parks, Recreation and Community Service Establishment Bylaw No. 639, 2001*” with the consent of the City of Colwood, the District of Metchosin, and the District of Highlands. This bylaw provides for the establishment of an intermunicipal service for *inter alia*, “provision of recreation facilities, and the provision of recreation and community services, including all planning, development, maintenance, operation, policy development, financing and collection and administration of fees and charges in respect of this service.”

In 2007, the Town of View Royal joined the WSPRS; however, the establishing bylaw for the service was not amended by the City at that time. Staff will be bringing a bylaw amendment forward at the next meeting.

The West Shore municipalities are collectively and individually facing a number of major challenges:

- Colwood is considering the construction of a new recreation facility in Royal Bay.
- Langford is examining its options regarding the YMCA/YWCA Westhills facility.
- Langford has undertaken a recent review of its parks, trails, and recreation needs that identifies the need for future investment in facilities such as ice rinks, baseball diamonds and sports fields to address population growth.
- Most West Shore municipalities are experiencing growing pressures for new types of recreation facilities, such as pickleball, outdoor recreation, and other activities.
- The Juan De Fuca facility is at capacity and will need significant expansion, either on the current site, or elsewhere, and certain major renovations are needed for existing facilities.

#### **MAYOR AND CAO MEETING:**

A meeting was held on June 25<sup>th</sup>, 2024, with the West Shore Mayors, CAOs, and the Administrators of the WSPRS. The Mayor of View Royal was unable to attend.

There was general agreement among the Mayors and CAOs about the benefit of pursuing greater regional (West Shore sub-region) collaboration in the provision of structured recreation facilities across the West Shore communities.

Subject to further discussions and agreements from the respective councils, there was support in principle by the Mayors and CAOs for undertaking a “regional” (the West Shore sub-region) recreation master planning process for the West Shore communities, with the goal of determining the needs and priorities for structured recreation facilities and services, and to confirm the appropriate service delivery structure for the identified facilities and services.

There was also support in principle from the Mayors and CAOs to have WSPRS lead the preparation of an RFP and associated procurement processes to hire a consulting firm to lead the West Shore Parks and recreation Facilities master planning process.

There was a desire by some municipalities (Langford and Colwood) to see the planning process initiated as soon as this fall and before the West Shore Parks and Recreation's regular budgeting cycle. There was also interest in exploring potential funding approaches to get the project moving efficiently.

#### PROPOSED PROCESS:

The following process is proposed:

- A steering committee of the Mayors and CAOs will serve as oversight for the project.
- The CAOs and WSPRS Administrators will serve as a working group to manage the administration of the project.
- The Board of Directors of the West Shore Parks and Recreation Society will be actively engaged.
- WSPRS will issue a RFP seeking a consultant to develop a West Shore Regional Parks & Recreation Facilities Master Plan. The Master Plan would have to include at a minimum:
  - A current facility inventory on the West Shore
  - An assessment of future needs based on:
    - Public consultations within each municipality
    - Consultation with major user groups and sports organizations
    - Review of best practices in relation to population and demographics
    - 10-20-year community needs forecasting
    - A suggested operating model for any new facilities
  - General cost estimates over the life of the plan
  - Options for the operation agreements that provide guidance for the addition and funding of services and facilities to be operated by WSPRS and the process for member consideration and approval/disapproval
  - Suggested organizational structure options for WSPRS to consider meeting the operational needs as growth takes place, including indirect costs such as administrative support positions

Key steps in the process would include:

- A report from WSPRS to member municipalities requesting support for the plan and funding
- RFP development with the support of the member municipality CAOs
- Submission evaluation and proponent selection with the support of the member municipality CAOs
- Proponent selection and contract agreement by WSPRS, with input from the member municipality CAOs

The planning process would have an expected 12–18-month timeline from RFP posting to completion. An RFP would be issued early in the Fall of 2024. Regular progress updates would be provided by the WSPRS.

Given the significant community engagement that is anticipated, an appropriate joint communications plan would also be developed.

#### **FINANCIAL IMPLICATIONS:**

To fund this project, WSPRS has requested a total budget of \$140,000, of which the City of Langford's share would be \$75,825. The City's 2024 budget includes a budget for a Parks, Trails and Recreation Master Plan, however, if Council supports having the recreation portion completed regionally through this process, the recreation portion will be removed from the City's RFP process, thus, reducing the cost of the City specific Parks and Trails Master Plan. Savings from removing recreation from the City specific Master Plan can be used to fund the \$75,825 for WSPRS. Any additional amount can be funded through the Housing Capacity Funding received from the Province, or through surplus.

#### **LEGAL IMPLICATIONS:**

An inter-municipal vision of recreation facilities and services has been established. The existing terms of the service include all planning, development, maintenance, operation, policy development, financing and collection/administration of fees and charges in respect to this service. The only bylaw change that will be required immediately is to amend the Service Establishment Bylaw to include the Town of View Royal.

#### **OPTIONS:**

##### **Option 1**

THAT Council direct staff to work with the West Shore Parks and Recreation Society, and the other West shore municipalities, to prepare an RFP for the development of a collaborative West Shore Recreation Facilities Master Plan.

##### **Option 2**

THAT Council direct staff to develop a Langford-specific Recreation Facilities Master Plan.

#### **SUBMITTED BY: Darren Kiedyk, Chief Administrative Officer**

**Concurrence:** Leah Stohmann, RPP, MCIP, Director of Community Planning and Climate Change

**Concurrence:** Melisa Miles, Manager of Legislative Services

**Concurrence:** Donna Petrie, Senior Manager of Communications & Economic Development

**Concurrence:** Yari Nielsen, Director of Parks, Recreation and Facilities

**Concurrence:** Matthew Baldwin, RPP, MCIP, Director of Development Services

**Concurrence:** Katelyn Balzer, P.Eng., Director of Engineering and Public Works

**Concurrence:** Michael Dillabaugh, CPA, CA, Director of Finance

**Concurrence:** Marie Watmough, Director of Legislative & Protective Services

**Concurrence:** Braden Hutchins, Deputy Chief Administrative Officer



City of Langford

# Staff Report to Council

**DATE: Monday, July 15, 2024**

**DEPARTMENT: Administration**

**SUBJECT: Westshore Primary Care Society Lease Agreement for 313-877 Goldstream Ave**

## EXECUTIVE SUMMARY:

The City's purchase of 313-877 Goldstream Avenue, a unit on the third floor of the City Hall building, completes on July 15<sup>th</sup>, 2024. At the request of the previous owners, Dr. Christie and Dr. Losie, the City acquired the property with the intention of leasing it to a primary care clinic, to ensure the unit would continue to operate as a Dr's office. The City now has the opportunity to lease the unit to the Westshore Primary Care Society (WSPCS), a not-for-profit society aimed at establishing and operating community-based primary care clinics. Staff are seeking approval to enter into a lease agreement with WSPCS for the use of the office space. Public notices have been published in accordance with the *Community Charter*.

## BACKGROUND:

Pursuant to a purchase and sale agreement dated for reference May 22<sup>nd</sup>, 2024, the City purchased 313 - 877 Goldstream Ave. The office space was owned by two doctors, Dr. Christie and Dr. Losie, who approached the City to sell the unit as one of the doctors wished to retire. The strata unit measures approximately 1,660 square feet.

## COMMENTARY:

There is a critical shortage of family doctors not only in the West Shore, but across the Province and Country. As detailed in Council's Strategic Plan, the City is committed to advocating for enhanced access to health care facilities within the community. Entering into a lease with WSPCS will allow the primary care clinic to continue to service the West Shore.

Staff recommend that the term of the lease be for two years, in accordance with the terms of the agreement as attached. Key terms of the agreement include:

- The lease term shall commence July 16<sup>th</sup>, 2024, and terminate on July 15<sup>th</sup>, 2026;
- As consideration, the lease will have a nominal base rent of \$1.00, and WSPCS will be responsible for any applicable taxes, insurance, strata fees, and utilities directly related to the



office space;

- The permitted use of the space will be a medical office;
- WSPCS will indemnify the City and obtain property insurance, and general liability insurance in an amount not less than \$5,000,000 per occurrence.

#### **FINANCIAL IMPLICATIONS:**

Under this lease, the City will assume no financial costs, other than those for structural repairs. As this is a triple net lease, WSPCS agrees to pay and be responsible for any strata fees, utility costs, applicable insurance, and taxes directly associated with their use of the strata unit.

#### **LEGAL IMPLICATIONS:**

Should Council approve the lease, the City will be bound to the agreement, with a term of two years. As a lease is a form of disposition of an interest in land, notices, as required by the *Community Charter*, have been placed in the newspaper.

#### **STRATEGIC PLAN ALIGNMENT:**

Collaborative Advocacy – Access to Health Care Facilities and Social Services

*Council will engage with medical professionals and higher levels of government to seek funding and innovative partnerships to effectively meet the health care needs of residents, advocate to higher levels of government and medical associations/boards to review outdated policies around medical professionals immigrating to Canada to fast track their certification to practice, and advocate for enhancing existing services within the community.*

#### **OPTIONS:**

##### **Option 1**

THAT Council approve the lease agreement with Westshore Primary Care Society on the terms attached with such minor amendments as may be required and that Council authorize the Mayor and Chief Administrative Officer or Corporate Officer to execute the agreement.

##### **OR Option 2**

THAT Council decline to enter into the lease agreement with Westshore Primary Care Society at this time.

**SUBMITTED BY: Sam Prette, Manager of Contracts and Agreements**

**Concurrence:** Melisa Miles, Manager of Legislative Services

**Concurrence:** Donna Petrie, Senior Manager of Communications & Economic Development

**Concurrence:** Yari Nielsen, Director of Parks, Recreation and Facilities

**Concurrence:** Matthew Baldwin, RPP, MCIP, Director of Development Services  
**Concurrence:** Leah Stohmann, RPP, MCIP, Director of Community Planning and Climate Change  
**Concurrence:** Katelyn Balzer, P.Eng., Director of Engineering and Public Works  
**Concurrence:** Michael Dillabaugh, CPA, CA, Director of Finance  
**Concurrence:** Marie Watmough, Director of Legislative & Protective Services  
**Concurrence:** Braden Hutchins, Deputy Chief Administrative Officer  
**Concurrence:** Darren Kiedyk, Chief Administrative Officer

Attachment: CON24-0078 Lease Agreement

**LEASE AGREEMENT  
CON24-0078**

THIS LEASE dated for reference July 15th, 2024, is:

AMONG:

**CITY OF LANGFORD**  
877 Goldstream Avenue  
2nd Floor  
Victoria, B.C., V9B 2X8

(the “**Landlord**”)

AND:

**WESTSHORE PRIMARY CARE SOCIETY (S#74222)**  
#20 - 27 Helmcken Rd  
Victoria, BC, V8Z 5G5

(the “**Tenant**”)

**SUMMARY OF CERTAIN BASIC LEASE PROVISIONS**

The following is a summary of certain basic Lease provisions, which are referred to in subsequent provisions of this Lease. In the event of any conflict between the contents of this summary and the remaining provisions of this Lease, the remaining provisions will govern.

- (a) Name of Landlord: City of Langford  
Address of Landlord: 877 Goldstream Avenue, 2nd Floor  
Victoria, B.C., V9B 2X8
  
- (b) Name of Tenant: Westshore Primary Care Society  
Address of Tenant: #20 - 27 Helmcken Rd  
Victoria, BC, V8Z 5G5
  
- (c) Permitted Use

To be used by the Tenant for the purposes of regular business operations including but not limited to medical office space.

(d) Premises – Description

The area at the civic address known as 313-877 Goldstream Avenue, Langford, BC, V9B 2X8, and legally described as:

PID: 026-383-471

STRATA LOT 35 SECTION 5 ESQUIMALT DISTRICT STRATA PLAN VIS5151, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V,

(herein called the “Premises”)

(e) Rentable Area

Approximately 1,115 square feet

(f) Term

2 years

(g) Term Commencement Date

July 15<sup>th</sup>, 2024

(h) Basic Rent

\$1.00

**1. SCHEDULES**

**1.1 The schedules forming part of this Lease consist of:**

Schedule A—Definitions

Schedule B - Rules and Regulations

**2. LEASE OF PREMISES**

## **2.1 Demise**

In consideration of the Rent, covenants, and agreements reserved and contained in this Lease, which Rent, covenants, and agreements are to be paid, observed, and performed by the Tenant, the Landlord does hereby demise and lease unto the Tenant the Premises and the Tenant does hereby lease from the Landlord the Premises, TO HAVE AND TO HOLD from the Term Commencement Date for and during the Term, unless sooner terminated as hereinafter provided.

## **3. TERM**

### **3.1 Term**

The Term of this Lease shall be for the term of two (2) years, beginning on the Term Commencement Date, and subject to earlier termination or renewal on the terms and conditions as set out herein.

## **4. RENT**

### **4.1 Tenant to Pay Basic Rent and Additional Rent**

The Tenant covenants and agrees to pay to the Landlord notwithstanding the provisions to the contrary herein, or as the Landlord may in writing direct, in lawful money of Canada, without any set-off, compensation, or deduction whatsoever, on the days and at the times hereinafter specified, Rent which will include the aggregate of the sums required to be paid under sections 4.1(a) and 4.1(b);

(a) Basic Rent

The Tenant will pay the Basic Rent.

(b) Additional Rent

In addition to the Basic Rent, the Tenant will pay for those costs that directly relate to the Tenant's use of the Premises, which include the cost, charge, or expense for utilities including water, garbage collection, gas, telephone, internet, electricity, strata fees, and any other like service rendered to the Premises for the benefit of the Tenant and paid by the Landlord.

### **4.2 Procedure for Payment of Rent**

The Tenant will pay the Rent provided for in this Article 4 promptly and punctually. The Landlord may require the Tenant from time to time to furnish the Landlord with a series of post-dated cheques covering the next 12 instalments of Rent and the Tenant will, forthwith upon request, deliver such cheques to the Landlord. At the Landlord's request the Tenant will participate in a pre-authorized payment plan whereby the Landlord will be authorized to debit the Tenant's bank account each month and from time to time during the Lease Year in an amount equal to the Basic



Rent and Additional Rent payable on a monthly basis, and, if applicable, generally any amount payable provisionally pursuant to the provisions of this Lease on an estimated basis.

#### **4.3 Rent for Irregular Periods**

All Rent reserved herein will be deemed to accrue from day to day, and if for any reason it will become necessary to calculate Rent for irregular periods of less than one year, an appropriate pro-rata adjustment will be made on a daily basis in order to compute Rent for that irregular period.

#### **4.4 Place of Payment**

All payments required to be made to the Landlord under this Lease will be made to the Landlord or the Landlord's agent at the address referred to in Item (a) of the Summary of Certain Basic Lease Provisions, unless otherwise directed by the Landlord.

#### **4.5 Net Lease**

The Tenant acknowledges and agrees that it is intended that this Lease will be a completely net lease for the Landlord except as may be otherwise provided in the specific provisions in this Lease, and that the Landlord will not be responsible during the Term for any costs, charges, expenses, and outlays of any nature whatsoever arising from or relating to the Premises, and the Tenant, except as may be otherwise provided in the specific provisions in this Lease, will pay all charges, impositions, and costs of every nature and kind relating to the Premises, whether or not referred to in this Lease and whether or not within the contemplation of the Landlord or the Tenant, and the Tenant covenants with the Landlord accordingly.

### **5. CONDUCT OF BUSINESS**

#### **5.1 Use and Operation of Premises**

The Tenant covenants with the Landlord that:

(a) Use of Premises

The Tenant will not use or occupy the Premises or any part thereof for any purpose other than the use described in Item (d) of the Summary of Certain Basic Lease Provisions without the prior written consent of the Landlord.

(b) No Representations as to Use

Notwithstanding Landlord consent or agreement to an application or request to the City to use the Premises for a particular use, or for permits, including development, building, and occupancy for such use, the Landlord makes no representations or warranties, express or implied, as to the condition or suitability of the Premises, including fixtures, for the Tenant's use or intended use, and as to whether necessary approvals can be obtained for the Tenant's use or intended

use, and the Tenant acknowledges and agrees that the Landlord makes no such representations or warranties and no representations or warranties as to the condition of the Premises and common areas, or any part thereof, including, but not limited to, the HVAC and other building systems, the indoor air quality within the Premises and common areas, and the environmental condition of the Premises and common areas. The Tenant accepts the Premises in its condition at the commencement of the Term and on an “as is/where is” basis and agrees that the use of the Premises and all appurtenances thereto are at the sole risk of the Tenant without any recourse against the Landlord.

(c) Prohibited Uses

The Tenant, at any time, unless expressly consented to in writing in advance by the Landlord (and without limiting the generality of section 5.1(a), will not conduct on the Premises an auction sale, nor any “distress sale”, “bankruptcy sale”, “going out of business sale”, “bulk sale”, or any other sale designed to convey to the public that business operations are to be discontinued

(d) To Operate During the Term

The Tenant will not during the Term vacate the Premises either in whole or in part, whether actually or constructively, but will continuously, actively, and diligently carry on in the Premises the type of business for which the Premises are leased to the Tenant.

(e) Signs and Advertising

Except as otherwise approved by the Landlord, the Tenant will not erect or place, or permit to be erected or placed, or maintain any signs of any nature or kind whatsoever either on the exterior walls of the Premises or on the walls of the Building, if applicable, or elsewhere in the Building; nor will the Tenant erect or place, or permit to be erected or placed in the display windows any travelling or flashing lights, sign, decoration, lettering, or advertising matter of any kind, including signs placed in the interior of the Premises for exterior view, without first obtaining the Landlord’s written consent in each instance; and provided further all approved signs will comply with the Landlord’s signage policy in effect from time to time and all Applicable Laws.

(f) Advertising Assignment of Lease

The Tenant will not print, publish, post, display, or broadcast any notice or advertisement with respect to the assignment of this Lease, the subletting or licensing of the Premises in whole or in part, or the sale of the business conducted thereon, nor permit any broker or other person to do any of the foregoing, without first getting the consent in writing of the Landlord.

## 6. REPAIRS

### 6.1 Covenants

The Tenant covenants with the Landlord that:

(a) Tenant's Repairs

The Tenant will at all times during the Term at its own cost and expense:

- (i) repair, maintain, and keep the Premises in good order and repair, as a prudent owner would do; and
- (ii) repair, maintain, and keep all equipment, furniture, and fixtures, including attached and unattached trade fixtures, in the Premises in good order and repair and replace the same when necessary, as a prudent owner would do, including, without limitation, any improvements now or hereafter made to the Premises.

(b) Painting

The Tenant will keep well painted at all times the interior of the Premises in accordance with the reasonable requests of the Landlord from time to time in such colours as will have first been approved in writing by the Landlord, such approval not to be unreasonably withheld or delayed.

(c) Landlord's Examination of Premises

The Landlord and any employee, servant, or agent of the Landlord will be entitled, at any reasonable time during normal business hours and during any emergency, to enter upon the Premises and examine the state of maintenance, repair, and order of the Premises, all equipment and fixtures within the Premises, and any improvements now or hereafter made to the Premises, and the Landlord may give notice to the Tenant requiring that the Tenant perform such maintenance or effect such repairs or replacements as may be found necessary from such examination. The failure of the Landlord to give such notice will not relieve the Tenant from its obligation to maintain, repair, and keep the Premises and appurtenances in good order and repair as aforesaid and to make such replacements as may be necessary.

(d) Tenant's Fixtures and Improvements

The Tenant agrees that any goods, alterations, additions, improvements, and fixtures made to or installed upon or in the Premises, whether before or after the Term Commencement Date, other than unattached movable goods and trade fixtures, will immediately upon affixation become the property of the Landlord and remain upon and be surrendered to the Landlord with the Premises as part thereof upon the expiration or earlier termination of this Lease, unless the

Landlord will by notice in writing require the Tenant to remove all or some in accordance with section (e) below. The Tenant represents and warrants that it will have legal and beneficial title to such goods, alterations, additions, improvements, and fixtures and that such title will pass to the Landlord free and clear of all leases, liens, mortgages, charges, security interests, and encumbrances. For greater certainty, the Tenant's trade fixtures will not include any heating, ventilating, or air-conditioning systems, facilities, and equipment in or serving the Premises, floor coverings affixed to the floor of the Premises either by cement or perimeter fastenings, light fixtures, storefront, doors, plumbing equipment and fixtures, and internal stairways, all of which are deemed to be leasehold improvements.

(e) Repair and Restoration at the End of Term

At the end of the Term or earlier termination of the Lease, the Tenant will, at its expense, make good any damage or injury caused to the Premises or the Building caused by the Tenant during the Term, reasonable wear and tear only excepted.

(f) Landlord's Right to Enter for Repairs

The agents and representatives of the Landlord will have the right to enter the Premises at all times during business hours to examine the same, to make alterations or repairs as they will deem necessary for the safety, preservation, proper administration, or improvement of the Premises, the Building, and any premises adjoining the Premises.

(g) Repair Where the Tenant Is at Fault

If the Building, or any part of it, requires repair, replacement, or alteration:

- (i) because of the negligence, fault, omission, want of skill, act, or misconduct of the Tenant or its officers, agents, employees, contractors, invitees, or licensees;
- (ii) due to the requirements of government authorities relating to the Tenant's conduct of business; or
- (iii) as a result of the Tenant stopping up or damaging the heating apparatus, water pipes, drainage pipes, or other equipment or facilities or parts of the Building,

the cost of the repairs, replacements, or alterations will be paid by the Tenant to the Landlord on demand as Additional Rent.

(h) Tenant Not to Overload

The Tenant will not install equipment that overloads the capacity of a utility, electrical, or mechanical facility in the Premises and will not:

- (i) bring into the Premises any utility, electrical or mechanical facility or service of which the Landlord does not approve; or
- (ii) bring upon the Premises anything that might damage them or overload the floors.

If damage is caused to the Premises or to the Building as a result of the installation of such equipment or contravention of the provisions of subsections (i) or (ii) of this section 6.1(h) by the act, neglect, fault, want of skill, or misuse of or by the Tenant or its officers, agents, servants, employees, contractors, invitees, licensees, or persons for whom the Tenant is responsible in law or over whom the Tenant may reasonably be expected to exercise control, or by any person having business with the Tenant, the Tenant will repair the damage or, at the Landlord's option, pay to the Landlord on demand the cost of repairing the damage plus a sum equal to 15% of the costs of the Landlord's overhead.

## **6.2 Landlord's Repair Covenants**

So long as the Landlord does not terminate this Lease or elect not to rebuild the Building under section 6.3, the Landlord covenants with the Tenant as follows:

### **(a) Landlord's Repairs**

To maintain and repair at its own expense the structure of the foundations, sub-floors, and outer walls (excluding exterior storefronts and the glass component thereof) of the Building.

### **(b) Common Areas and Common Facilities**

To work with the strata to ensure the Common Areas and Common Facilities are maintained in good order and repair, normal wear and tear only excepted.

### **(c) Heating, Ventilating, and Air-conditioning**

To maintain and operate the HVAC System, and to supply from the HVAC System to the Premises, provided that if the Premises contains an independent heating, ventilating, and air-conditioning system as so designated by the Landlord, the responsibility and expense for maintaining, operating, and replacing that system will rest with the Tenant.

## **6.3 Damage or Destruction**

The Landlord and the Tenant agree that:



(a) Damage or Destruction

- (i) Subject to the Landlord's right of termination contained in section 6.3(a)(ii) and subject to this section 6.3, if the Premises or any part thereof will at any time during the Term be destroyed or damaged as a result of a casualty fully insured against by the Landlord, the Landlord will rebuild, repair, and make the Premises fit for the purpose of the Tenant. If such damage or destruction is not caused by or resulting from any act, omission, default, or negligence of the Tenant, or persons for whom the Tenant is in law responsible, and if as a result of such occurrence the Premises are rendered unfit either in whole or in part for the business of the Tenant, then the Basic Rent hereby reserved, or a proportionate share thereof according to the nature and extent of the destruction or damage sustained, will be suspended and abated until the Landlord will have rebuilt, repaired, or made fit the Premises for the purpose of the Tenant.
- (ii) In the event of the substantial destruction of the Building (whether or not the Premises are damaged), the Landlord will, at its option to be exercised within 90 days after the occurrence of such damage or destruction, by notice in writing to the Tenant, have the right to terminate this Lease, and upon the giving of such notice the Term will forthwith cease and terminate. If the Premises are unfit either in whole or in part for the business of the Tenant, then, provided such damage or destruction is as a result of a casualty fully insured against by the Landlord and not caused by or resulting from any act, omission, default, or negligence of the Tenant, or persons for whom the Tenant is in law responsible, including, without limitation, its servants, agents, employees, and contractors, the Basic Rent hereby reserved, or a proportionate share thereof according to the extent to which the Premises cannot be used for the business of the Tenant, will be suspended and abated until the Landlord has rebuilt, repaired, or made fit the Premises for the purpose of the Tenant, provided that the Landlord has not exercised its aforesaid right of termination. If the Landlord has exercised its right of termination, the Tenant, after receipt of such notice of termination, will forthwith deliver up possession of the Premises to the Landlord and make payment of the Rent in the manner required by sections 6.3(a)(i) and 6.3(a)(ii), depending on the circumstances of the damage and destruction as provided for therein. Any Basic Rent that will have continued unabated or partially abated, and all Additional Rent, will be apportioned to the date of such termination.

(b) Landlord's Obligation to Rebuild

Nothing in this Article 6 will obligate the Landlord to rebuild the Building or any part thereof, and if the Landlord elects to rebuild or repair the Building it may make such changes, alterations, modifications, adaptations, or extensions in, to, or of the original buildings or structures forming part of the Building, including the location of the Premises, as it in its unfettered discretion will see fit.

## **7. COMMON AREAS**

### **7.1 Use of Common Areas**

The Landlord hereby grants to the Tenant, its agents, employees, invitees, and other persons transacting business with it, in common with all others entitled thereto, a licence to have the use of certain Common Areas as designated from time to time by the Landlord; provided, however, that such use will be subject to all other provisions contained in this Lease including the Rules and Regulations in Schedule B.

### **7.2 Regulation of Common Areas**

The Tenant acknowledges and agrees with the Landlord that the Landlord will, at all times, have the exclusive right of control over the Common Areas and the Common Facilities. Without limitation, the Landlord may in its operation of the Building:

- (i) temporarily obstruct or close off or shut down parts of the Building for inspection, maintenance, construction, or safety reasons;
- (ii) use parts of the Common Areas for merchandising, display, decorations, entertainment, and structures, permanent or otherwise;
- (iii) regulate, acting reasonably, all aspects of loading and unloading, delivery and shipping of fixtures, equipment, and merchandise, and all aspects of garbage collection and disposal;
- (iv) make alterations of, additions to, subtractions from, or rearrangements of the Building, and construct additional stories, buildings, or facilities adjoining or near the Building.

Despite anything else in this Lease, the Landlord has no liability for diminution or alteration of the Common Areas or Common Facilities that occurs as a result of the Landlord's exercise of its rights under this section 7.2 or elsewhere under this Lease, and the Tenant will not be entitled to compensation or a reduction or abatement of Rent, and no such diminution or alteration of the Common Areas or Common Facilities will be deemed to be a constructive or actual eviction of the Tenant or a default by the Landlord of any obligation for quiet enjoyment contained in this Lease or provided at law.

### **7.3 Health Emergency**

If a Health Emergency exists, the Landlord may amend, supplement, or otherwise enforce any existing Health Emergency rules or regulations in existence, impose additional rules and regulations, and impose restrictions to mitigate or minimize the effects of the Health Emergency. Without limiting the generality of the foregoing, during a Health Emergency the Landlord will be entitled to:

- (a) restrict or limit access to the Premises and the Building to employees of the Tenant only, and/or to prohibit entry by visitors or invitees for a reasonable period of time during such event;
- (b) require the Tenant to decontaminate all or any part of the Premises, in a manner reasonably approved by the Landlord, failing which the Landlord will be entitled to enter the Premises and do so at the Tenant's expense. Any steps that the Landlord may choose to take are in its sole and unfettered discretion and nothing herein will obligate the Landlord to effect any such decontamination;
- (c) close all or any part of the Premises or the Building if it determines that it is not safe to continue to operate the Premises or the Building or certain parts of the Building; and
- (d) specify specific modes of ingress and egress from and to the Building and the Premises for tenants generally, or for specific tenants, occupants, or invitees who may have a heightened risk of either exposure to a health threat or a heightened risk of transfer of unhealthy condition to other tenants, invitees, or visitors in the Building or the Premises. The Tenant will, immediately upon becoming aware of same, inform the Landlord of any outbreak of an infectious disease amongst its employees where such outbreak may impact the health and/or safety of other tenants in the Building or lead to a Health Emergency.

Notwithstanding this section 7.3, the Landlord agrees that in its exercise of any rights or entitlements under this section 7.3, it will act reasonably.

## **8. ACCESS**

### **8.1 Access**

The Landlord, its servants, agents, contractors, and representatives will be entitled at all times, except when there would be an unreasonable interference or disturbance with the Tenant's use of the Premises, to enter upon the Premises for any of the following purposes:

- (a) inspecting same and carrying out the rights of the Landlord under section 6.1(c);
- (b) inspecting the performance by the Tenant of the terms, covenants, agreements, and conditions of this Lease;

- (c) carrying out any obligations of the Tenant that the Tenant has failed to observe;
- (d) exhibiting the Premises to prospective lessees, purchasers, lenders, or their respective agents; or
- (e) any other reasonable purpose,

but no such entry will constitute an eviction or a breach of the Landlord's covenant for quiet enjoyment or entitle the Tenant to any abatement of rent provided that the Landlord will use commercially reasonable efforts to minimize interference with the Tenant's use of the Premises. The Landlord will be provided with a set of keys to the Premises for the purposes in this section 8.1.

## **9. INSURANCE**

### **9.1 Tenant to Insure**

The Tenant covenants with the Landlord that it will, at the Tenant's cost and expense, take out and keep in force the insurance described below throughout the Term and any period when it is in possession of the Premises. The Tenant covenants to maintain insurance as follows:

- (a) all risks (including flood and earthquake) property insurance in an amount equal to 100% of the full replacement cost:
  - (i) insuring all property owned by the Tenant, or for which the Tenant is legally liable, or installed by or on behalf of the Tenant, and located within the Building, including, but not limited to, fittings, installations, alterations, additions, partitions, and all other leasehold improvements; and
  - (ii) naming the Landlord as a loss payee as their respective interests may appear;
- (b) commercial general liability insurance including coverage for death, personal injury liability, contractual liability, non-owned automobile liability, employers' liability, and owners' and contractors' protective insurance coverage, with respect to the Premises and the Tenant's use of the Common Areas and Common Facilities, with coverage including the activities and operations conducted by the Tenant and any other person on the Premises and by the Tenant and other person performing work on behalf of the Tenant and those for whom the Tenant is in law responsible, in any other part of the Building. These policies will:
  - (i) be written on a comprehensive basis with inclusive limits of at least \$5,000,000 per occurrence for bodily injury for any one or more persons, or property damage (but the Landlord acting reasonably may require higher limits from time to time);

- (ii) name the Landlord as an additional insured;
- (c) any other form of insurance and with whatever higher limits that the Landlord, acting reasonably, may require from time to time.

All policies will:

- (a) be taken out with insurers acceptable to the Landlord;
- (b) be in a form satisfactory to the Landlord;
- (c) be non-contributing with, and will apply only as primary and not in excess to any other insurance available to the Landlord;
- (d) not be invalidated with respect to the interests of the Landlord by reason of any breach or violation of warranties, representations, declarations, or conditions contained in the policies; and
- (e) contain an undertaking by the insurers to notify the Landlord in writing not less than 30 days before any material change, cancellation, or termination.

The Tenant will deliver certificates of insurance duly executed by the Tenant's insurers evidencing that the required insurance is in force, or, if required by the Landlord, the Tenant will deliver certified copies of each insurance policy as soon as possible after the placing of the insurance. No review or approval of any insurance certificate or insurance policy by the Landlord derogates from or diminishes the Landlord's rights under this Lease.

## **9.2 Not to Affect Landlord's Insurance**

The Tenant will not do or permit anything to be done that results in the cancellation or threatened cancellation or the reduction or threatened reduction of coverage under any insurance policy on the Building or any part of it. The Tenant will not do or permit to be done, or omit to do, anything that will cause or have the effect of causing the rate of insurance upon the Building or any part thereof to be increased, and if the insurance rate will be thereby increased the Tenant will pay to the Landlord as Additional Rent the amount by which the insurance premiums will be so increased. The Tenant will not store or permit to be stored upon or in the Premises anything that is of a dangerous, inflammable, or explosive nature nor anything that would have the effect of increasing the Landlord's insurance costs or of leading to the cancellation of such insurance. If any insurance policy upon the Premises or the Building is cancelled or threatened to be cancelled by the insurer by reason of the use and occupation of the Premises or any part thereof by the Tenant or by any assignee, sub-tenant, concessionaire, or licensee of the Tenant, or by anyone permitted by the Tenant to be upon the Premises, the Landlord may, at its option upon giving the Tenant 24 hours' notice, terminate this Lease by notice in writing, and the Tenant will immediately deliver up vacant possession of the Premises to the Landlord or the Landlord may, at its option and at the expense of the Tenant, enter upon the Premises and rectify the situation causing such actual or threatened cancellation or rate



increase. If the occupancy of the Premises, the conduct of business in the Premises, or anything done or omitted by the Tenant results in an increase in premiums for the insurance carried by the Landlord with respect to the Building, the Tenant will pay the increase to the Landlord immediately on demand. In determining whether the Tenant is responsible for increased premiums and the amount for which the Tenant is responsible, a schedule issued by the organization that computes the insurance rate on the Building showing the components of the rate will be conclusive evidence of the items that make up the rate.

### **9.3 Workers' Compensation**

If the nature of the Tenant's operations is such as to place all or any of its employees under the coverage of local workers' compensation or similar insurance, the Tenant will also keep in force at its expense, so long as this Lease remains in effect, workers' compensation or similar insurance according to Applicable Laws and will provide evidence of same to the Landlord.

### **9.4 No Insurable Interest in Landlord's Insurance**

Notwithstanding the Landlord's covenant contained in this section and notwithstanding any contribution by the Tenant to the cost of the Landlord's insurance premiums, the Tenant acknowledges and agrees that: (i) the Tenant is not relieved from liability arising from or contributed to by its acts, fault, negligence, or omissions; (ii) no insurable interest is conferred on the Tenant under any policies of insurance carried by the Landlord; and (iii) the Tenant has no right to receive any proceeds of any insurance policies carried by the Landlord.

## **10. EXCLUSION OF LIABILITY AND INDEMNITY**

### **10.1 Liability**

It is agreed between the Landlord and Tenant that:

(a) **Interruptions**

The Landlord will not be liable for any interruption of access to the Premises or of the beneficial use of the Premises or of any services or utilities when such interruption is caused by natural occurrences, riots, civil disturbances, insurrection, terrorism, war, court orders, government acts or orders, public enemy, accidents, epidemics, pandemics, outbreaks of communicable disease, quarantines, Health Emergencies, or other public or national or regional emergencies, breakage, repairs, electrical voltage fluctuations, strikes, lockouts, other labour disputes, the making of inspections, repairs, alterations, renovations, or improvements to the Premises or the Building, the inability to obtain an adequate supply of fuel, gas, steam, water, electricity, labour, or other supplies or if required by insurers or if caused by any other condition beyond the Landlord's reasonable control, or by delays in the performance of any work for which the Landlord is responsible under this Lease, and the Tenant will not be entitled to any

damages resulting from such failure, nor will failure relieve the Tenant from its obligation to pay all sums due hereunder or constitute or be construed as a constructive or other eviction of the Tenant. If any government entity promulgates or revises any statute or ordinance or building, fire, or other code, or imposes mandatory or voluntary controls or guidelines on the Landlord or the Building or any part thereof, relating to the use or conservation of energy, water, gas, steam, light, or electricity or the provision of any other utility or service provided with respect to the Premises, or if the Landlord is required or elects to make alterations to the Building in order to comply therewith, the Landlord may do so; and neither such compliance nor the making of such alterations will in any event entitle the Tenant to any damages, relieve the Tenant of the obligation to pay any of the sums due hereunder, or constitute or be construed as a constructive or other eviction of the Tenant; and the Landlord will not be in breach of its covenant for quiet enjoyment or liable for any loss, costs or damages, whether direct or indirect, incurred by the Tenant due to any of the foregoing, but the Landlord will make commercially reasonable efforts to restore the services, utilities or systems so stopped, interrupted or reduced. The Landlord will not be liable for damages, direct, indirect, or consequential or for damages for personal discomfort, illness, or inconvenience of the Tenant or the Tenant's servants, employees, invitees, or other persons by reason of the failure of the Common Facilities or any of them including, without limitation, the elevators and HVAC Systems or by reason of reasonable delays in the performance of the obligations of the Landlord hereunder, whether or not such equipment failure or delays are caused by the deliberate act or omission or the negligence of the Landlord, its servants, agents, or employees.

(b) Waiver of Liability

The Landlord will not be liable or responsible in any way for, and the Tenant hereby waives all claims against the Landlord with respect to or arising out of:

- (i) any death or injury of any nature whatsoever that may be suffered or sustained by the Tenant or by any employee, licensee, invitee, guest, agent, or customer of the Tenant or by any other person upon the Premises, from any causes whatsoever; or for any loss or damage or injury to any property outside or within the Premises belonging to the Tenant or its employees, agents, customers, licensees, invitees, guests, or any other person, whether or not such damage, loss, injury, or death results from the negligence of the Landlord, its agents, servants, or employees, or others for whom the Landlord is, in law, responsible;
- (ii) any injury or damages of any nature whatsoever to persons or property caused by explosion, fire, theft, or breakage, by the failure of or defect in

sprinkler, drainage, or plumbing systems, by failure for any cause to supply adequate drainage, by the interruption of any public utility or service, by steam, gas, water, rain, snow, or other substances leaking, issuing, or flowing into any part of the Premises, or by natural occurrence, acts of the public enemy, riot, strike, insurrection, war, court order, requisition, or order of government body or authority;

- (iii) any damage or inconvenience that may arise from repair, maintenance, or alteration of any part of the Building, or anything done or omitted to be done by any tenant, occupant, or person in the Building, or by an occupant of adjacent property, or by the public, or by construction of any private, public, or quasi-public work;
- (iv) the occurrence of any of the perils covered by, or that would be covered by, the insurance policies that the Tenant is obliged to obtain and maintain in force under the terms of this Lease;
- (v) any act or omission (including theft, malfeasance, or negligence) on the part of any agent, contractor, or person from time to time employed by the Landlord to perform any services including, without limitation, janitorial or security services, in or about the Premises or the Building;
- (vi) any loss or damage, however caused, to money, securities, negotiable instruments, papers, or other valuables of or held by the Tenant or any employee, licensee, invitee, guest, agent, or customer of the Tenant or by any other person upon the Premises; or
- (vii) theft or vandalism;

whether caused by the act, omission, or negligence of the Landlord or of any other person for whom the Landlord is in law responsible or otherwise.

(c) Landlord Entering Premises

Neither the Landlord nor its agents, servants, employees, or contractors will be liable for any damage suffered to the Premises or the contents thereof by reason of the Landlord, its agents, employees, or contractors entering upon the Premises to undertake any examination thereof or any work therein or in the case of any emergency, and the Landlord will not be in breach of its covenant for quiet enjoyment or liable for any loss, costs, or damages, whether direct or indirect, incurred by the Tenant due to any of the foregoing.

## 10.2 Indemnity

The Tenant hereby covenants to save harmless and indemnify the Landlord from and against all liability, expenses, costs (including legal fees on a full indemnity basis), damages, losses, claims, actions, causes of action, and fines incurred or suffered by the Landlord:

- (a) by reason of any breach, violation, non-observance, or non-performance by the Tenant, its servants, agents or others for whom the Tenant is, in law, responsible of any covenant, agreement, provision, or condition of this Lease to be performed or observed by the Tenant including, without limitation, the Rules and Regulations in Schedule C; or
- (b) by reason of any damage to or loss of any property, or injury, illness, or death to any person (including, without limitation, the Tenant):
  - (i) occurring in, on, or about the Premises, or any part thereof, arising at any time from any cause whatsoever other than solely by reason of the gross negligence or wilful misconduct of the Landlord, its employees or agents; and
  - (ii) occurring in, on, or about any part of the Building other than the Premises, when such damage, loss, injury, illness, or death is caused in whole or in part by the negligence or wilful misconduct of the Tenant, its agents, servants, employees, invitees, or licensees (including, without limitation, when such damage, injury, illness, or death has been caused in part by the Landlord, its employees or agents).

### **10.3 Survival of Covenants**

The provisions of this Article 10 will survive the termination of this Lease with respect to any damage, injury, illness, or death or other event occurring prior to such termination.

## **11. TENANT ALTERATIONS**

### **11.1 Tenant Improvements**

The Tenant may, with the prior written consent of the Landlord, such consent not to be unreasonably withheld, at any time and from time to time at the Tenant's expense make such changes, alterations, additions, and improvements in and to the Premises (collectively "**improvements**" for the purposes of this subsection) provided such improvements will better adapt the Premises for the purpose of the Tenant's business and will equal or exceed the then-standard of the Building; and provided further that no changes, alterations, additions or improvements to the structure, any perimeter wall, the storefront, the sprinkler system, the HVAC System, plumbing, electrical or mechanical equipment, the concrete floor, columns or the roof are made without submission of architectural or engineering plans or specifications to the Landlord and the prior written consent of the Landlord and without the use of contractors or other qualified workers designated or approved by the Landlord in writing. The Tenant will pay

all of the Landlord's reasonable costs with respect to such improvements. All such improvements, whether structural or otherwise, will comply with Applicable Laws.

## **11.2 No Charges**

The Tenant will not permit, do, or cause anything to be done to the Premises during the period of construction and fixturing of the Premises or at any other time that would allow any lien, certificate of pending litigation, judgment, or certificate of any court, or any mortgage, charge, conditional sale agreement, personal property security, or encumbrance of any nature whatsoever, to be imposed or to remain upon the title to the Premises or the Tenant's fixtures, trade fixtures, personal property, or leasehold improvements therein. In the event of the registration of any lien, charge, conditional sale agreement, personal property security, or other encumbrance against the Premises in the appropriate land title office or other government office, the Tenant will, within 10 days' notice thereof, at its own expense immediately cause the same to be discharged whether by payment or giving security or in such other manner as may be permitted by law, and failing which the Landlord may, but will not be required to, make any payments required to procure the discharge of such lien, charge, or encumbrance and the Tenant will forthwith reimburse the Landlord for all expenses (including legal fees on a full indemnity basis) in connection therewith, together with interest thereon at the Prime Rate plus 5% from the date such expenses are incurred until paid.

## **12. TAXES AND OTHER COSTS**

### **12.1 Tenant Tax Obligation**

The Tenant covenants with the Landlord that the Tenant will pay for its electricity, gas, other fuel, telephone, water, and other similar utilities consumed on the Premises and all business taxes, garbage taxes, licences, rates, fees and other charges, taxes, licences, or rates levied or assessed on or in respect of or in relation to the Tenant, the business carried on by the Tenant, and the assets of the Tenant within the Premises, or in respect of any fixtures, machinery, equipment, or apparatus installed in the Premises or elsewhere in the Building by the Tenant, including taxes that in the Landlord's opinion are attributable to improvements made by the Tenant whether such taxes, licences, charges, or rates are charged to the Landlord or to the Tenant. The Tenant will, upon request by the Landlord, deliver to the Landlord notices of assessments of such rates, levies, charges, and taxes and receipts for payment of the same.

### **12.2 Goods and Services Tax**

In accordance with the applicable legislation the Goods and Services Tax applies to this Lease as per the terms contained herein.

## **13. ASSIGNMENT AND SUBLETTING**

### **13.1 Not to Assign**



The Tenant covenants with the Landlord that it will not enter into a Transfer of this Lease in whole or in part, nor part with possession of all or any part of the Premises, without the prior written consent of the Landlord, which consent may be unreasonably withheld.

### **13.2 Change of Control of Tenant**

If the Tenant is a private corporation, any transfer, creation, issuance, sale, assignment, bequest, inheritance, trust, or other disposition or dealing with the shares or voting rights or amalgamation or other reorganization that results in a change in the control of the corporation by reason of ownership of greater than 50% of the voting shares of the corporation being held by a person or group of persons will be deemed for the purposes hereof to be a Transfer. This section 13.2 will not apply with respect to the change of control of a corporation whose shares are listed on a recognized security exchange.

### **13.3 No Release**

Notwithstanding any Transfer, the Tenant will remain fully liable under this Lease and will not be released from performing any of the terms, covenants, and conditions of this Lease.

### **13.4 No Waiver**

The consent by the Landlord to any Transfer will not constitute a waiver of the necessity for such consent to any subsequent Transfer.

## **14. LANDLORD'S RIGHTS AND REMEDIES**

### **14.1 Default**

If and whenever the Rent hereby reserved, or any part thereof, will not be paid on the day appointed for payment thereof, whether demanded or not, or in the case of breach or non-observance or non-performance of any of the covenants, agreements, provisos, conditions, or rules and regulations on the part of the Tenant to be kept, observed, or performed, or in case the Premises will be vacated or remain unoccupied for 5 days, or if, without the written consent of the Landlord, the Premises will be used by any person other than the Tenant, or for any purpose other than that for which the same was let, or in case the Term will be taken in execution or attachment for any cause whatever, then and in every such case it will be lawful for the Landlord at any time thereafter to enter into and upon the Premises or any part thereof in the name of the whole and the same to have again, repossess, and enjoy as of its former estate, anything in this Lease contained to the contrary notwithstanding. Whenever the Landlord is entitled to re-enter the Premises it may, at its option and without limiting its other remedies, terminate the Lease. If this Lease is so terminated, the Landlord, to the extent permitted by law, may immediately repossess the Premises, sell or dispose of such Tenant's fixtures, trade fixtures, personal property, or leasehold improvements therein as the Landlord considers appropriate, or store any of the Tenant's fixtures, trade fixtures, personal property, or leasehold improvements therein in a public warehouse or elsewhere at the cost of the Tenant, all without service of notice,

without legal proceedings, and without liability for loss or damage and wholly without prejudice to the rights of the Landlord to recover arrears of Rent or damages for any default by the Tenant of its obligations or agreements under this Lease or of any term or condition of this Lease, and wholly without prejudice to the rights of the Landlord to recover from the Tenant damages for loss of Rent suffered by reason of this Lease having been prematurely terminated, including prospective damages, and the Landlord reserves a right to claim all costs (including legal fees on a full indemnity basis), losses, damages, and expenses arising from the Tenant's breach.

#### **14.2 Right of Landlord to Relet**

If and when the Landlord is entitled to re-enter the Premises, the Landlord will have the right, if it thinks fit, to enter the same as the agent of the Tenant either by force or otherwise, without being liable to any prosecution therefor and without terminating this Lease, to make such alterations and repairs as in the Landlord's opinion are necessary to facilitate a reletting of the Premises, and to relet the Premises as the agent of and at the risk of the Tenant and to receive the Rent therefor. Upon each such reletting, all Rent received by the Landlord from such reletting will be applied: first, to the payment of any indebtedness other than Rent due hereunder from the Tenant to the Landlord; second, to the payment of any costs and expenses of such reletting, including brokerage and solicitor's fees, and of costs of any alterations and repairs; and third, to the payment of Rent due and unpaid hereunder. The residue, if any, will be held by the Landlord and applied in payment of future Rent as the same becomes due and payable hereunder. If such Rent received from such reletting during any month is less than that to be paid during that month by the Tenant hereunder, the Tenant will pay any such deficiency, which will be calculated and paid monthly in advance on or before the first day of each and every month. No such re-entry or taking possession of the Premises by the Landlord pursuant to this section 14.2 will be construed as an election on its part to terminate this Lease, unless a written notice of such intention is given to the Tenant.

#### **14.3 Bankruptcy, Reorganization of Debts, and Winding Up**

If, during the Term:

- (a) any of the goods or chattels of the Tenant are at any time seized in execution or attachment by any creditor of the Tenant, or if a receiver or receiver-manager is appointed in respect of any property of the Tenant or the Tenant will make any assignment for the benefit of creditors or will make any bulk sale or become bankrupt or insolvent or take the benefit of any Applicable Law now or hereafter in force for bankrupt or insolvent debtors, or if the Tenant receives from any of its secured creditors a notice under the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as modified, amended, or replaced from time to time, advising the Tenant that the secured creditor intends to realize upon security located at the Premises;
- (b) the Tenant takes any action or commences any proceeding, or any action or proceeding is being taken or commenced by another person or persons against

the Tenant relating to the reorganization, readjustments, compromise, or settlement of the debts owed by the Tenant to its creditors, including, without limitation, the filing of a notice of intention to make a proposal or the filing of a proposal pursuant to the provisions of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as modified, amended, or replaced from time to time, the making of an order under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as modified, amended, or replaced from time to time, or the commencement of any similar action or proceeding by the Tenant or such person or persons; or

- (c) the Tenant takes any action or commences any proceeding, or any action or proceeding is being taken or commenced by another person or persons against the Tenant in respect of the liquidation, dissolution, or winding up of the Tenant or other termination of the corporate existence of the Tenant, including without limitation, any action or proceeding under the *Winding-up and Restructuring Act*, R.S.C. 1985, c. W-11, the *Business Corporations Act*, S.B.C. 2002, c. 57, the *Canada Business Corporations Act*, R.S.C. 1985, c. C-44, all as modified, amended, or replaced from time to time, or other similar legislation,

then in any such case at the option of the Landlord this Lease will cease and determine and the Term will immediately become forfeited and void and the then-current month's Rent and the next ensuing three months' Rent will immediately become due and be paid and the Landlord may immediately claim the same together with any arrears then unpaid and any other amounts owing to the Landlord by the Tenant, and the Landlord may without notice or any form of legal process forthwith re-enter upon and take possession of the Premises and become the owner of and remove the Tenant's effects therefrom, any statute or law to the contrary notwithstanding, the whole without prejudice to and under reserve of all other rights, remedies, and recourses of the Landlord.

#### **14.4 Right of Landlord to Seize**

The Tenant waives and renounces the benefit of any present or future law taking away or limiting the Landlord's rights against the property of the Tenant and, notwithstanding any such law, the Landlord may seize and sell (either by public or private sale) all of the Tenant's goods and property that at any time have been located within the Premises, and apply the proceeds of such sale upon Rent outstanding and upon the costs of the seizure and sale, in the same manner as might have been done if such law had not been passed. The Tenant further agrees that if it leaves the Premises, leaving any Rent unpaid, the Landlord, in addition to any remedy otherwise provided by law, may follow, seize, and sell such goods and property of the Tenant at any place to which the Tenant or any other person may have removed them, in the same manner as if such goods and property had remained upon the Premises.

#### **14.5 Right of Landlord to Perform Tenant's Covenants**

If at any time the Tenant defaults in the observance or performance of any obligation herein contained on its part to be observed or performed and so often as the default happens, then the Landlord may, but will not be obligated so to do, without waiving or releasing the Tenant from its obligations under this Lease, itself observe and perform the covenant or covenants in respect of which the Tenant has made default or make payment of the amounts the Tenant has failed to pay, and all costs and expenses incurred by the Landlord in the observance or performance of such covenant or covenants, including, without limitation, legal fees on a full indemnity basis.

#### **14.6 Payment of Landlord's Expenses**

If at any time an action is brought or the Landlord is otherwise required to employ the services of a bailiff, an agent, or its solicitors for recovery of possession of the Premises, recovery of Rent or any part thereof, or because of a breach by act or omission of any covenant herein contained on the part of the Tenant, the Tenant will pay to the Landlord all expenses incurred by the Landlord in the enforcement of its rights and remedies hereunder (including the Landlord's administrative costs in connection therewith and legal fees on a full indemnity basis) together with interest thereon at the Prime Rate plus 5% from the date such expenses are incurred until paid, whether or not any formal proceedings in or before any court, arbitrator, or other tribunal will have been initiated.

#### **14.7 Interest**

The Tenant will pay to the Landlord interest at the rate equal to 5% per annum above the prevailing Prime Rate on all payments of Rent that have become overdue so long as such payments remain unpaid. Notwithstanding anything else in this Lease, such interest will not be considered Rent, but the Landlord will have all the same remedies for and rights of recovery with respect to such amounts as it has for non-payment of Rent under this Lease or at law.

#### **14.8 Non-waiver**

No condoning, excusing, or overlooking by the Landlord of any default, breach, or non-observance by the Tenant at any time or times in respect of any covenant, proviso, or condition herein contained will operate as a waiver of the Landlord's rights hereunder in respect of any continuing or subsequent default, breach, or non-observance, or so as to defeat or affect in any way the rights of the Landlord herein in respect of any such continuing or subsequent default or breach, and no waiver will be inferred from or implied by anything done or omitted by the Landlord save only express waiver in writing.

#### **14.9 Remedies Cumulative**

All rights and remedies of the Landlord in this Lease will be cumulative and not alternative. No remedy is exclusive or dependent upon any other remedy. Any one or more remedies may be exercised generally or in combination. The specifying or use of a remedy under this Lease does not limit the right to use other remedies available at law generally.

## **15. MORTGAGES AND ASSIGNMENTS BY LANDLORD**

### **15.1 Sale or Financing of Building**

The rights of the Landlord under this Lease may be mortgaged, charged, transferred, or assigned at any time and from time to time to a purchaser or to a mortgagee or trustee for bond holders, and in the event of a sale or default by the Landlord under any mortgage, trust deed, or trust indenture and the purchaser, mortgagee, or trustee, as the case may be, duly entering into possession of the Building or the Premises, the Tenant agrees to attorn to and become the tenant of such purchaser, mortgagee, or trustee, under the terms of this Lease.

### **15.2 Subordination**

This Lease is subject and subordinate to all mortgages, trust deeds, or trust indentures that may now or at any time hereafter affect in whole or in part the Premises or the Building and whether or not any such mortgage, trust deed, or trust indenture will affect only the Premises or the Building or will be a blanket mortgage, trust deed or trust indenture affecting other lands and premises as well. This Lease will also be subject and subordinate to all renewals, modifications, consolidations, replacements, and extensions of any such mortgage, trust deed, or trust indenture. In confirmation of such subordination and agreement to attorn, the Tenant will execute promptly upon request by the Landlord any certificate, instruments of postponement or attornment, or other instruments that may from time to time be requested to give effect hereto. The Tenant hereby irrevocably appoints the Landlord as the attorney for the Tenant with full power and authority to execute and deliver such instruments for and in the name of the Tenant.

### **15.3 Estoppel Certificate**

Within 10 days after written request therefor by the Landlord, or if upon any sale, assignment, lease, or mortgage of the Premises or the Building by the Landlord an estoppel certificate is required from the Tenant, the Tenant will deliver, in a form supplied by the Landlord, an estoppel certificate to any proposed mortgagee, assignee, lessee, or purchaser, or to the Landlord, confirming the basic terms of the Lease and stating any modification or defaults under the Lease by either party and such other information as reasonably required by the Landlord.

### **15.4 Assignment by Landlord**

Nothing in this Lease will restrict the Landlord's right to sell, convey, assign, or otherwise deal with all or any part of the Building, subject to the rights of the Tenant under this Lease.

In the event of the sale or lease by the Landlord of the Building or a portion thereof containing the Premises, or the assignment by the Landlord of this Lease or any interest of the Landlord hereunder, and to the extent that such purchaser, lessee under such lease, or assignee has assumed the covenants and obligations of the Landlord hereunder, the Landlord will, without further written agreement, be freed and relieved of liability upon such covenants and obligations.

## **16. OVERHOLDING TENANT**



If the Tenant remains in possession of the Premises after the end of the Term and without the execution and delivery of a new lease, there will be no tacit renewal or extension of this Lease or the Term hereby granted, despite any statutory provision or legal presumption to the contrary, and the Tenant will be deemed to be occupying the Premises as a tenant from month to month, at a monthly rent payable in advance on the first day of each month equal to the sum of:

- (a) one-tenth of the Basic Rent payable during the last 12 months of the Term; and
- (b) one-tenth of the Additional Rent, payable hereunder during the last 12 months of the Term,

and otherwise upon the same terms, conditions, and provisos as are set forth in this Lease insofar as the same are applicable to a monthly tenancy.

## **17. ENVIRONMENT**

### **17.1 Compliance with Environmental Laws**

The Tenant will, at the Tenant's expense, comply and cause any other person acting under its authority or control to comply with all Applicable Laws (including, but not limited to, obtaining any required permits or similar authorizations) pertaining to protection, conservation, utilization, impairment, or degradation of the environment (which includes air, land, ground water, surface water, oceans, lakes, rivers, and streams) relating to the Premises or the use of the Premises by the Tenant or those acting under its authority or control. The Tenant will not use or permit to be used the Premises for the sale, storage, manufacture, disposal, handling, treatment, generation, use, transport, remediation or any other dealing with any Hazardous Substances without the prior written consent of the Landlord, which may be unreasonably withheld. Without limiting the generality of the foregoing, the Tenant will, at the Tenant's expense, comply with all Applicable Laws regulating the manufacture, use, storage, transportation, sale, handling, remediation, release, and disposal of Hazardous Substances and will make, obtain, and deliver all reports and studies required by government or regulatory authorities having jurisdiction.

### **17.2 Removal of Hazardous Substances**

- (a) If any government authority having jurisdiction will require the clean-up of any Hazardous Substances held, released, spilled, abandoned, or placed upon the Premises or the Building or released into the environment in the course of business being carried on from the Premises by or on behalf of the Tenant or as a result of the use or occupancy of the Premises by or on behalf of the Tenant and the land thereunder the Tenant will, at its own expense and in compliance with all Applicable Laws and all requirements of governmental authorities having jurisdiction, carry out the work required for the remediation of such Hazardous Substances and will keep the Landlord fully informed of all of its actions in respect thereof; and

- (b) The Tenant will, prior to the expiry or termination of this Lease or any renewal or extension thereof, or upon the Tenant vacating a portion of the Premises, at the Tenant's sole expense and in accordance with Applicable Laws, promptly remove or remediate, at the Landlord's option, all Hazardous Substances and any harmful moulds or harmful airborne substances generated by the Tenant or by the Tenant's use or occupancy of the Premises or brought onto the Premises or part thereof vacated by the Tenant or those acting under its authority or control. For greater certainty, the foregoing obligation of the Tenant will include, without limitation, the responsibility to, at the Landlord's option, remove or remediate any Hazardous Substances, harmful moulds, or other harmful airborne substances that have as a result of the operations of the Tenant or the occupancy of the Premises by the Tenant, or any other person acting under its authority or control, become affixed to, permeated within or accumulated on or within the Building. The Tenant will obtain and provide to the Landlord a copy of the Tenant's environmental consultant's report or reports with respect to such removal of Hazardous Substances and harmful moulds and other harmful airborne substances.

### **17.3 Ownership of Hazardous Substances**

If the Tenant creates or brings to the Building or the Premises any Hazardous Substance or if the Tenant will cause there to be any Hazardous Substance at the Building or the Premises then, notwithstanding any rule of law to the contrary or anything to the contrary contained in this Lease, such Hazardous Substance will be and remain the sole and exclusive property of the Tenant and will not become the property of the Landlord, notwithstanding the degree of affixation to the Premises or the Building of the Hazardous Substance or the goods containing the Hazardous Substance, and notwithstanding the expiry or earlier termination of this Lease.

### **17.4 Survival**

The obligations of the Tenant under this Article 17 will survive the expiry or earlier termination of this Lease.

## **18. QUIET ENJOYMENT**

The Landlord covenants with the Tenant that if the Tenant duly and punctually pays the Rent hereby reserved, and duly and punctually performs the covenants herein on its part contained, it will, subject to the terms of this Lease, peaceably possess and enjoy the Premises for the Term hereby granted without any interruption or disturbance from the Landlord or any other person or persons lawfully claiming by, from, or under it, except as set out in this Lease.

## **19. NOTICE**

Any notice, demand, request, consent, or objection required or contemplated to be given or made by any provision of the Lease will be given or made in writing, and either delivered

personally or sent by fax or other electronic means or registered mail, postage prepaid, addressed to the Landlord at the address referred to in Item (a) of the Summary of Certain Basic Lease Provisions; and if to the Tenant, addressed to the address referred to in Item (b) of the Summary of Certain Basic Lease Provisions or to such other address and fax number in Canada of which either Party may from time to time notify the other in writing.

The time of giving or making such notice, demand, request, consent, or objection will be, if delivered, emailed, or faxed, when delivered or received, as the case may be, and if mailed, then on the fourth Business Day after the day of the mailing thereof; provided that, if mailed, should there be between the time of mailing and the actual receipt of the notice a mail strike, slowdown, or other labour dispute that might affect delivery of such notice, then such notice will only be effective if actually delivered. If in this Lease two or more Persons are named as Tenant, such notice, demand, request, consent, or objection is sufficiently given or made if and when the same is given or made to any one of such Persons.

## **20. GENERAL CONDITIONS**

### **20.1 Compliance with Laws**

At the sole cost and expense of the Tenant, the Tenant will comply with and abide by all Applicable Laws in connection with the Premises, and all equipment, machinery, and other facilities therein, and the Tenant's use, occupation, condition, maintenance, alterations, and repairs thereof, and the Tenant's use, storage, disposal, and clean-up of Hazardous Substances, whether or not in force at the date hereof and in accordance with all directions, rules, and regulations of the health officer, fire marshal, building inspector, or other proper officers of the City or other agencies, whether municipal, federal, or provincial, having jurisdiction, or the insurers of the Landlord. In the event that the Tenant fails to comply with the foregoing provisions, the Landlord may comply on behalf of the Tenant and collect the expense for such work from the Tenant in the same manner as arrears of Additional Rent.

### **20.2 Rules and Regulations**

The Tenant covenants that it will observe and perform, and will cause its employees, agents, invitees, and others over whom the Tenant can reasonably be expected to exercise control, to observe and perform any and all Rules and Regulations that may from time to time be established by the Landlord for the Building. The Rules and Regulations set forth in Schedule B will be the Rules and Regulations in force until amended by the Landlord. The Landlord will communicate any amendments or changes in such Rules and Regulations to the Tenant in writing, and after communication such changed or amended Rules and Regulations will be in force until further amendment and notice thereof. The Landlord will not be responsible to the Tenant for the non-observance or violation by any other tenant of any such Rules and Regulations.

### **20.3 Several Tenants**

Should the Tenant comprise two or more Persons, each of them will be jointly and severally bound with the other or others for the due performance of the obligations of the Tenant hereunder.

#### **20.4 Successors and Assigns**

Subject to the provisions of this Lease respecting assignment, this Lease will enure to the benefit of and be binding upon the Landlord, its successors and assigns, and the heirs, executors, administrators, and other personal legal representatives, successors, and permitted assigns of the Tenant. No rights will enure to the benefit of any assignee of the Tenant unless the assignment of such rights has been first approved by the Landlord.

#### **20.5 Apportionment of Rent**

If this Lease is terminated prior to the end of the Term, then without prejudice to the other rights of the Landlord contained herein or at law, the Rent will be apportioned and paid in full to the date of such termination, and the Tenant will immediately deliver up vacant possession of the Premises to the Landlord; provided that, and notwithstanding such termination, if at the date of such termination the actual amount of the Rent cannot be exactly ascertained, the Tenant will pay to the Landlord the amount of the Rent as estimated by the Landlord and forthwith upon the exact amount of such sum being ascertained, the Landlord and the Tenant will make any readjustments if required.

#### **20.6 No Offer**

The Landlord will not be deemed to have made an offer to the Tenant by furnishing to the Tenant a copy of this Lease with particulars inserted. Notwithstanding that Rent may be received by the Landlord, no contractual or other rights will exist or be created between the Landlord and Tenant until all Parties to this Lease have executed and delivered the same.

#### **20.7 Force Majeure**

Despite anything contained in this Lease to the contrary, if the Landlord or the Tenant is, in good faith, delayed or prevented from doing anything required by this Lease because of a strike, labour trouble, inability to obtain materials or services, power failure, restrictive government laws, orders, decrees, or regulations, riots, insurrection, sabotage, rebellion, war, act of God, terrorism, epidemics, pandemics, or outbreaks of communicable disease, quarantines, Health Emergencies, or other public or national or regional emergencies, or any other similar reason that is not the fault of the Party delayed, the doing of the thing is excused for the period of the delay and the Party delayed will do what was delayed or prevented within the appropriate period after the delay to the extent possible. The preceding sentence does not excuse the Tenant from payment of Rent or the Landlord from payment of amounts that it is required to pay, in the amounts and at the times specified in this Lease.

#### **20.8 Time of the Essence**

Time will be of the essence of this Lease.

#### **20.9 Captions**

The headings or captions appearing in this Lease have been inserted as a matter of convenience and for reference only and in no way define, limit, or enlarge the scope or meaning of this Lease or any provision hereof.

#### **20.10 Governing Law**

This Lease will be construed and governed by the laws of the province of British Columbia and the laws of Canada as are applicable therein, and the Tenant will attorn to the exclusive jurisdiction of the courts of British Columbia.

#### **20.11 Covenants**

All of the provisions of this Lease will be construed as covenants and agreements as though the words importing such covenants and agreements were used in each separate paragraph.

#### **20.12 Survival of Covenants**

All obligations of the Tenant that by their nature require all or part of their performance or fulfilment after the expiry or termination of the Lease will (whether specifically provided for in this Lease or not) survive the expiry or termination of the Lease.

#### **20.13 Severability**

Should any provision or provisions of this Lease or its conditions be illegal or not enforceable, it or they will be considered separate and severable from this Lease, and its remaining provisions and conditions will remain in force and be binding upon the Parties as though the said provision or provisions or conditions had never been included.

#### **22.14 Entire Agreement**

This Lease constitutes the entire agreement between the Landlord and the Tenant and may not be modified except as herein explicitly provided or except by subsequent agreement in writing duly signed by the Landlord and the Tenant.

#### **20.15 Registration of Lease**

Unless required by the Landlord, the Landlord will not be obliged to deliver this Lease in registrable form, despite the *Land Title Act*, R.S.B.C. 1996, c. 250, and the *Property Law Act*, R.S.B.C. 1996, c. 377, both as modified, amended, or replaced from time to time, and the Tenant will not register or attempt to register this Lease.

#### **20.16 Schedules**



The Parties acknowledge and agree that all Schedules attached and any further Schedule(s) agreed to by the Parties will form part of and be incorporated in this Lease.

**20.18 Counterparts and Electronic Delivery**

This Lease may be executed in one or more counterparts, each of which will be an original, and all of which together will constitute a single instrument. Further, the parties agree that this Lease may be signed by electronic signature (e.g., DocuSign or similar electronic signature technology) and/or transmitted by electronic means, and thereafter maintained in electronic form, and that such electronic record will be valid, and effective to bind the party so signing, as a paper copy bearing such party’s hand-written signature. The parties further consent and agree that the electronic signatures appearing on this Lease will be treated, for the purposes of validity, enforceability, and admissibility, the same as hand-written signatures.


IN WITNESS WHEREOF the Parties have executed this Lease as of the date first above written.

**CITY OF LANGFORD**, by its authorized signatories:

\_\_\_\_\_  
Chief Administrative Officer

\_\_\_\_\_  
Mayor

**WESTSHORE PRIMARY CARE SOCIETY**, by its authorized signatories:

  
\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Authorized Signatory

## SCHEDULE A

### DEFINITIONS

In this Lease unless there is something in the context inconsistent therewith, the Parties agree that:

- (a) **“Additional Rent”** means the monies payable under section 4.1(b) together with all other sums of money, whether or not designated as Additional Rent, to be paid by the Tenant, whether to the Landlord or otherwise, under this Lease save and except Basic Rent and Additional Rent;
- (b) **“Applicable Laws”** means statutes, regulations, orders, rules, notices, policies, guidelines, codes, certificates of authorization, permits, or directives and other requirements of a government or quasi-governmental authority with jurisdiction over any matter;
- (c) **“Basic Rent”** means the minimum annual rent reserved hereunder payable by the Tenant as set forth in Item (h) of the Summary of Certain Basic Lease Provisions;
- (d) **“Business Day”** means a day that is not a Saturday or Sunday nor defined as a “holiday” under the *Interpretation Act*, R.S.B.C. 1996, c. 238, as modified, amended, or replaced from time to time, as amended or replaced from time to time;
- (e) **“Building”** means the Premises, together with the buildings, improvements, facilities, air rights, and underground, overhead walkways and easements and appurtenances, from time to time located thereon or therein or contiguous thereto or for the benefit thereof and as they are altered, reduced, or expanded from time to time including, without limitation, the Common Areas and Common Facilities serving them or located on or in them from time to time;
- (f) **“City”** means the City of Langford, British Columbia;
- (g) **“Common Areas”** means those areas of the Building that, from time to time, are not intended to be leased to the tenants of the Building or are designated from time to time by the Landlord as common areas (whether located within or near the Building, provided that if outside the Building, the same serve or are for the benefit of the Building), which designation may be changed by the Landlord from time to time, including but not limited to the roof, exterior walls, exterior and interior structural elements and bearing walls, exterior and interior landscaped areas, parking areas (including roof and below-grade parking, if any), roadways, driveways, truck courts, parcel pick-up facilities, common loading areas, sidewalks (moving or otherwise), tunnels, pedestrian bridges, all enclosed or open centres, courts, arcades, fountains, public hallways, service and fire corridors, stairways, escalators, ramps, elevators, public washrooms, administration offices, amenity rooms, meeting rooms,

recreational facilities, and any other public facilities if and when provided, and electrical, telephone communications, meter, valve, mechanical, mail and janitor rooms, and storage areas;

- (h) **“Common Facilities”** means those facilities designated by the Landlord as common facilities, which designation may be changed by the Landlord from time to time, including but not limited to the electrical, communications, mechanical, heating, ventilating and air-conditioning, plumbing and drainage, lighting, fire prevention, security, music and public address systems, equipment, and installations, and any enclosures constructed therefor, together with all signage including pylon signs, directional signs, sign bands, and all signs identifying the Building and leasable premises located therein;
- (i) **“Hazardous Substances”** means any substance or material whose discharge, release, use, storage, handling or disposal is regulated, prohibited, or controlled, either generally or specifically, by any government authority or quasi-governmental authority pursuant to or under any Applicable Laws, including, but not limited to, any contaminant, pollutant, deleterious substance, or material that may impair the environment, petroleum and other hydrocarbons and their derivatives and by-products, dangerous substances or goods, asbestos, PCBs, gaseous, solid and liquid waste, special waste, toxic substance, hazardous or toxic chemicals, hazardous waste, hazardous material or hazardous substances, either in fact or as defined in or pursuant to any Applicable Laws;
- (j) **“Health Emergency”** means a situation in which the Landlord receives a directive, bulletin, notice, or other form of communication from a governmental authority, that occupants, tenants, invitees, or contractors working in the Building are or may be exposed to imminent danger from a disease, virus, or other biological or physical agents that may be detrimental to human health, including, by way of example, Severe Acute Respiratory Syndrome (“SARS”), Avian Flu (H5N1), Swine Flu (H1N1), and Coronavirus (COVID-19);
- (k) **“HVAC System”** means the heating, ventilating, and air-conditioning plants and systems necessary to heat, ventilate, and air-condition the Common Areas and the premises within the Building and those premises from time to time as having entirely separate plants and systems and includes, without limitation, the chilled and heated water systems, freon systems or air generating facilities and any storage and distribution systems leading therefrom, together with any cooling towers, thermostats, fans, pumps, and all other equipment and facilities connected therewith;
- (l) **“Landlord”** means the Party set forth in Item (a) of the Summary of Certain Basic Lease Provisions and any extension thereof and its authorized representatives. In sections that contain a release or other exculpatory provision or an indemnity in

favour of the Landlord, “Landlord” includes the directors, officers, employees, and agents of the Landlord;

- (m) **“Lease”** means this Lease, all Schedules, and the Rules and Regulations made from time to time by the Landlord under the provisions of this Lease;
- (n) **“Lease Year”** means a 12-month period commencing with the first day of January in one calendar year and ending on the last day of December of that year, providing that the first Lease Year will commence on the Term Commencement Date and end on the last day of December next following the Term Commencement Date and the last Lease Year will end on the last day of the Term and commence on the first day of January preceding that date. If the Landlord considers it necessary or convenient for the Landlord’s accounting purposes, the Landlord may at any time and from time to time, by written notice to the Tenant, specify an annual date from which each subsequent Lease Year is to commence and, in such event, the then-current Lease Year will terminate on the day preceding the commencement of such new Lease Year and each succeeding Lease Year will terminate on the day preceding such annual date;
- (o) **“Parties”** means the parties to this Lease and their successors and permitted assigns;
- (p) **“Person”** means, if the context allows, a person, firm, partnership or corporation, group of persons, firms, partnerships or corporations, or any combination of them;
- (q) **“Premises”** means the property situated in the City of Langford, and civically described as 313-877 Goldstream Avenue, Langford, BC, V9B 2X8, and legally described as:
 

PID: 026-383-471

STRATA LOT 35 SECTION 5 ESQUIMALT DISTRICT STRATA PLAN VIS5151,  
TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN  
PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN  
ON FORM V;
- (r) **“Prime Rate”** means the annual rate of interest announced from time to time by the Landlord’s bank as a reference rate then in effect for determining interest rates on Canadian dollar denominated commercial loans made in Canada;
- (s) **“Province”** means the Province of British Columbia;
- (t) **“Rent”** means Additional Rent and Basic Rent;



- (u) **“Rentable Area”** means the area of the Premises as set forth in Item (e) of the Summary of Certain Basic Lease Provisions;
- (v) **“Rules and Regulations”** means the Rules and Regulations set out in Schedule B adopted, promulgated, revised or amended by the Landlord from time to time;
- (w) **“Summary of Certain Basic Lease Provisions”** means the summary contained in the first pages of this Lease;
- (x) **“Tenant”** means the Party set forth in Item (b) of the Summary of Certain Basic Lease Provisions and any extension thereof and any Person mentioned as Tenant in this Lease;
- (y) **“Tenant Improvements”** means all fixtures, improvements, installations, alterations, and additions now and from time to time hereafter made, erected or installed, by the Tenant in the Premises;
- (z) **“Term”** means the term of this Lease as set forth in Item (f) of the Summary of Certain Basic Lease Provisions and any extension thereof;
- (aa) **“Term Commencement Date”** means the day referred to in Item (g) of the Summary of Certain Basic Lease Provisions and any extension thereof;
- (bb) **“Transfer”** means and includes an assignment of this Lease or a sublease or a licence of all or part of the Premises or any other occupation of the Premises except by the Tenant, as the case may be;
- (cc) **“Transferee”** means and includes an assignee or a subtenant or licensee, as the case may be.

**SCHEDULE B****RULES AND REGULATIONS**

- (1) The Tenant will not perform any acts or carry on any practice that may injure the Common Areas or Common Facilities or be a nuisance to any other tenants of premises situated in the Building.
- (2) The Tenant will not burn any trash or garbage in or about the Premises or anywhere within the confines of the Building.
- (3) The entrances, lobbies, elevators, escalators, staircases, and other facilities of the Building are for use only for access to the Premises and other parts of the Building, and the Tenant will not obstruct or misuse such facilities or permit them to be obstructed or misused by its agents, employees, invitees, or others under its control.
- (4) No safes or other heavy equipment will be moved by or for the Tenant unless the consent of the Landlord is first obtained and unless all due care is taken. Such equipment will be moved upon the appropriate steel-bearing plates, skids, or platforms and subject to the Landlord's direction, and at such times and by such persons as the Landlord will have approved. No fixtures, freight, or bulky matter of any description will be moved in or out of the Premises or carried in the elevators of the Building except during such hours as the Landlord has approved. Hand-trucks and similar appliances will be equipped with rubber tires and other safeguards approved by the Landlord and will be used only by prior arrangement with the Landlord.
- (5) The Tenant will permit and facilitate the entry of the Landlord, or those designated by it, into the Premises for the purpose of inspection, repair, and other proper purposes, and will not permit access to main header ducts, janitor and electrical closets, and other necessary means of access to mechanical, electrical, and other facilities to be obstructed by the placement of fixtures or otherwise. The Tenant will not place any additional locks or other security devices upon any doors of the Premises without the prior written approval of the Landlord. The Landlord's approval will be subject to any conditions imposed by the Landlord for the maintenance of necessary access.
- (6) At any time other than during normal business hours the Landlord may require that all or any persons entering and leaving the Building satisfactorily identify themselves and register in books kept for the purpose, may prevent any person from entering the Premises unless provided with a key thereto and a pass or other authorization from the Tenant in a form satisfactory to the Landlord, and may prevent any person removing any goods therefrom without written authorization.

- (7) The Tenant will receive, ship, and take delivery of, and allow and require suppliers and others to deliver and take delivery of, supplies, fixtures, equipment, furnishings, and merchandise only through the appropriate service and delivery facilities provided in the Building and subject to such further and other regulations as the Landlord may from time to time impose.
- (8) At the sole cost and expense of the Tenant, the Premises will be kept by the Tenant in a clean, tidy, and sanitary condition and free from rodents, vermin, and the like, and no debris, garbage, trash, or refuse will be placed or left, or be permitted to be placed or left in, on, or upon any part of the Building, but will be deposited by the Tenant in areas and at times and in a manner designated by the Landlord from time to time. Should any of the items herein mentioned be of a perishable nature, the same will be kept in a properly refrigerated area provided at the cost of the Tenant. Should there be costs for removal of said items additional to the removal service provided by the Landlord or by the City or should the City charge for such service then the Tenant will pay for such costs. If such costs are billed to and paid by the Landlord, the Tenant will pay such costs to the Landlord on demand.
- (9) The Tenant will not permit the Premises to be used for sleeping.
- (10) The Tenant will keep the display windows of the Premises suitably illuminated during the business hours of the Building, such hours as may be determined from time to time by the Landlord and during such other reasonable hours as the Landlord may determine.
- (11) In order to maintain satisfactory and uniform pest control throughout the Building, the Tenant will engage for the Premises at its sole cost and expense such pest extermination contractor from time to time as the Landlord directs.
- (12) Should the Tenant wish to install drapes or blinds in the exterior windows of the Premises, the Tenant will first have them approved by the Landlord as to colour and design.
- (13) The Tenant will keep all windows of the Premises closed at all times both day and night unless the air-conditioning or ventilating systems are not operating.
- (14) The Tenant will not change any locks to the Premises and all such locks and keys including electronic key cards or systems for such locks will be installed, cut, and made by the Landlord, and any locks installed by the Tenant contrary to this Section may be removed and otherwise changed by the Landlord at the cost of the Tenant and such action on the part of the Landlord will not be deemed to be re-entry on the part of the Landlord.

The foregoing Rules and Regulations, as from time to time amended, are not necessarily of uniform application, but may be waived in whole or in part in respect of other tenants without affecting their enforceability with respect to the Tenant and the Premises, and may be waived in whole or in part with respect to the Tenant without waiving them as to future application to the Tenant, and the imposition of such Rules and Regulations will not create or imply any obligation of the Landlord to enforce them or create any liability of the Landlord for their non-enforcement.



# MUNICIPAL OWNERS

1767 Island Highway Victoria BC V9B 1J1 PH: 250 478-8384 FX: 250 474-8624 [www.jdfrecreation.com](http://www.jdfrecreation.com)

## WSPR STAFF REPORT

<b>TO:</b>	West Shore Parks & Recreation Society Members
<b>FROM:</b>	Grant Brown, Administrator
<b>DATE:</b>	July 8 <sup>th</sup> , 2024
<b>SUBJECT:</b>	West Shore Regional Parks & Recreation Facilities Master Plan Funding Request

### RECOMMENDATION:

That the West Shore Parks & Recreation Society Members support and approve the \$140,000 funding request for a West Shore Regional Parks & Recreation Facilities Master Plan to be led by West Shore Parks & Recreation staff.

### BACKGROUND:

The West Shore Parks & Recreation Society (WSPRS) continues to be a parks and recreation leader in Greater Victoria, providing a diverse offering of recreation and sporting services and facilities. This regional partnership comprised of the City of Colwood, District of Highlands, City of Langford, District of Metchosin and Town of View Royal has been a great example of the success of a regional approach to municipal services.

On June 25<sup>th</sup>, 2024 a meeting was held to discuss the benefits of a regional approach to assessing the current and future recreational and sporting needs of the West Shore. In attendance were the mayors from 4 of the 5 West Shore communities and all 5 CAOs. Consultants from RC Strategies presented on the benefits of recreation, realities facing the recreation sector and the regional recreation master planning process, indicating a 12-16 month timeline. Additionally, RC Strategies presented highlights of the recent Parks, Trails & Recreation Needs Assessment they conducted on behalf of the City of Langford. Each WSPRS member provided an overview of their community's needs and challenges. As well, the WSPR administrator presented an overview of the services and facilities provided by WSPRS.

The June 25<sup>th</sup> meeting concluded with all in attendance supporting a West Shore Regional Parks & Recreation facilities Master Plan to be led by WSPR staff in partnership with the 5 members. Due to current work taking place in the cities of Langford and Colwood, a sense of urgency was expressed resulting in a request for the process to begin in 2024.

### DISCUSSION:

The West Shore community continues to grow and require increased service offerings, including recreation and sport opportunities. Member councils as well as the WSPRS board of directors have



heard from local sports organizations and community members regarding the growing need for more facilities on the West Shore.

To meet this need and continue to take advantage of the WSPRS approach, the expansion of WSPRS beyond its current locations should be considered. To strategically accomplish this, a comprehensive inventory of the existing parks and recreation facilities and a future needs assessment should be conducted to provide the WSPRS members with information to make informed decisions about the future of recreation on the West Shore.

Taking advantage of the operational and financial efficiencies derived from the current regional approach will prevent the duplication of facilities and services as well as ensure service consistency for the benefit of the West Shore community.

The desired outcomes of the West Shore Regional Parks & Recreation Facilities Master Plan include but are not limited to:

- Current parks and recreation facility inventory on the West Shore.
- Needs assessment with future forecasting.
- Development of amendment options for the governance agreements that provide guidance for the addition and funding of services and facilities to be operated by WSPR which includes the process for member consideration and approval/disapproval.
- Development of organizational structure options for WSPR consideration as increased services and facilities require increased staffing resources to meet operational needs.
- Member adoption of a regional parks and recreation master plan.

#### **BUDGET IMPLICATIONS:**

WSPR is requesting \$140,000 to undertake a West Shore Region Parks & Recreation Facilities Master Plan project on behalf of the West Shore Parks & Recreation Society members. The following table is the impact to each member:

Member	Funding Request
Colwood	\$31,420
Highlands	\$4,895
Langford	\$75,825
Metchosin	\$10,070
View Royal	\$17,790
	\$140,000

Respectfully Submitted,




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Grant Brown, Administrator

**CITY OF LANGFORD  
BYLAW NO. 2114**

**A BYLAW TO AMEND BYLAW NO. 1880 “City of Langford Officers Bylaw No. 1880, 2021”,**

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The Council of the City of Langford, in open meeting assembled, hereby enacts as follows:

A. City of Langford Officers Bylaw No. 1880, 2021 is amended as follows:

1. By replacing Section 4 with the following:

The following officer positions are established, pursuant to section 146 of the Community Charter [officer positions]:

- a) Chief Administrative Officer (CAO), pursuant to section 147 of the Community Charter [chief administrative officer];
- b) Deputy Chief Administrative Officer (CAO), pursuant to section 147 of the Community Charter [chief administrative officer];
- c) Corporate Officer and appointed Deputy Corporate Officers, pursuant to section 148 of the Community Charter [corporate officer];
- d) Financial Officer, pursuant to section 149 of the Community Charter [financial officer];
- e) Director of Legislative and Protective Services;
- f) Director of Engineering and Public Works;
- g) Director of Finance;
- h) Director of Parks, Recreation and Facilities;
- i) Director of Development Services;
- j) Director of Community Planning and Climate Change; and
- k) Fire Chief.

B. This Bylaw may be cited for all purposes as “City of Langford Officers Bylaw No. 1880, 2021, Amendment No. 1, Bylaw No. 2114, 2024”.

READ A FIRST TIME this 17<sup>th</sup> day of June, 2024.

READ A SECOND TIME this 17<sup>th</sup> day of June, 2024.

READ A THIRD TIME this 17<sup>th</sup> day of June, 2024.

ADOPTED this    day of    , 2024.

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PRESIDING COUNCIL MEMBER

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CORPORATE OFFICER



City of Langford

# Staff Report to Council

**DATE: Monday, July 15, 2024**

**DEPARTMENT: Planning**

**APPLICATION NO.: OCP23-0002 and Z23-0019**

**SUBJECT: Bylaw No. 2149: Application to Amend the Official Community Plan Designation of a Portion of the Property at 2207 Millstream Road from “Business or Light Industrial” to “Neighbourhood”; AND**

## BACKGROUND:

**Note: This item has been the subject of a Public Hearing.**

At their regular meeting of January 15<sup>th</sup>, 2024 Council passed the following resolution with respect to 2207 Millstream Avenue:

*THAT Council:*

1. *Proceed with consideration of Bylaw No. 2149 to amend the Official Community Plan designation of a portion of the property at 2207 Millstream Road from “Business or Light Industrial” to “Neighbourhood” AND Bylaw No. 2150 to amend the zoning designation of a portion of the property at 2207 Millstream Road from the Business Park 9 (BP9) to the One- and Two-Family Residential (R2) to allow for a maximum of 60 residential lots subject to the following terms and conditions:*
  - a. *That the applicant provides, **as a bonus for increased density**, the following contributions per dwelling unit, **prior to the issuance of a building permit**:*
    - i. *\$660 towards the Affordable Housing Reserve Fund; and*
    - ii. *\$3,960 towards the General Amenity Reserve Fund;*
  - b. *That the applicant, **prior to Bylaw Adoption**, registers a Section 219 covenant in priority of all other charges on title, that agrees to the following: **(COMPLETED)***
    - i. *That a mitigation plan will be provided and implemented to Bylaw No. 1000 standards to the satisfaction of the Director of Engineering prior to the issuance of a building permit;*

- ii. *That the applicant provides a replanting plan from a registered professional biologist for areas disturbed in the non-disturbance area and bond for the works, to the satisfaction of the Director of Planning and Subdivision prior to subdivision approval.*
- iii. *That no vehicle access of any kind is permitted from the business park land through the residential land by way of using the cul-de-sac bulb to the north in the One- and Two-Family Residential (R2) zone.*
- iv. *That electric heat pumps be required as a condition of rezoning.*

**COMMENTARY:**

The Public Hearing for Bylaw No.'s 2149 and 2150 was held on February 20<sup>th</sup>, 2024. Following the close of the Public Hearing, Council passed 2<sup>nd</sup> and 3<sup>rd</sup> readings of both Bylaws. The information considered as part of the Public Hearing as well as the video recording of the Public Hearing can be found at the following link on the City's website:

[Council Meeting - February 20, 2024 \(escribemeetings.com\)](https://www.escribemeetings.com)

The applicant's lawyer has provided a legal undertaking that they have obtained all required signatures except for the City's, and upon receiving the executed covenants back from the City they will ensure the covenant is registered against the subject property.

The covenants agree to items in b. i. through iv. above.

Neither Bylaw requires a signature from the Ministry of Transportation and Infrastructure as the property is located more than 800m from a controlled access highway.

As there are no outstanding conditions required at this time, Council may wish to proceed with Bylaw adoption.

**OPTIONS:****Option 1**

THAT Council adopt Bylaw No. 2149 and Bylaw No. 2150.

**OR Option 2**

THAT Council not adopt Bylaw No. 2149 or Bylaw No. 2150.

**SUBMITTED BY: Robert Dykstra, MCIP, RPP Senior Planner**

**Concurrence:** Donna Petrie, Senior Manager of Communications & Economic Development

**Concurrence:** Yari Nielsen, Director of Parks, Recreation and Facilities

**Concurrence:** Matthew Baldwin, RPP, MCIP, Director of Development Services

**Concurrence:** Leah Stohmann, RPP, MCIP, Director of Community Planning and Climate Change

**Concurrence:** Katelyn Balzer, P.Eng., Director of Engineering and Public Works

**Concurrence:** Michael Dillabaugh, CPA, CA, Director of Finance

**Concurrence:** Marie Watmough, Director of Legislative & Protective Services

**Concurrence:** Braden Hutchins, Deputy Chief Administrative Officer

**Concurrence:** Darren Kiedyk, Chief Administrative Officer

Attachments: Bylaw No. 2149

Bylaw No. 2150

**CITY OF LANGFORD  
BYLAW NO. 2149**

**A BYLAW TO AMEND BYLAW NO. 1200,  
“LANGFORD OFFICIAL COMMUNITY PLAN BYLAW, 2008”**

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The Council of the City of Langford, in open meeting assembled, hereby enacts as follows:

- A. Langford Official Community Plan Bylaw No. 1200, 2008 is amended as follows:
  - 1. By deleting from the “Business or Light Industrial” designation and adding to the “Neighbourhood” designation the property legally described as Lot A, Sections 2 and 3 Range 3 West, Highland District Plan VIP53467, Except Plans EPP55578, EPP64255, and EPP111153, PID No. 017-612-675 (2207 Millstream Road) forming part of this Bylaw.
- B. This Bylaw may be cited for all purposes as “Langford Official Community Plan Bylaw, Amendment No. 49, (2207 Millstream Road), Bylaw No. 2149, 2024”.

READ A FIRST TIME this 15<sup>th</sup> day of January, 2024.

PUBLIC HEARING held this 20<sup>th</sup> day of Febraury, 2024.

READ A SECOND TIME this 20<sup>th</sup> day of February, 2024.

READ A THIRD TIME this day 20<sup>th</sup> of February, 2024.

ADOPTED this day of , 2024.

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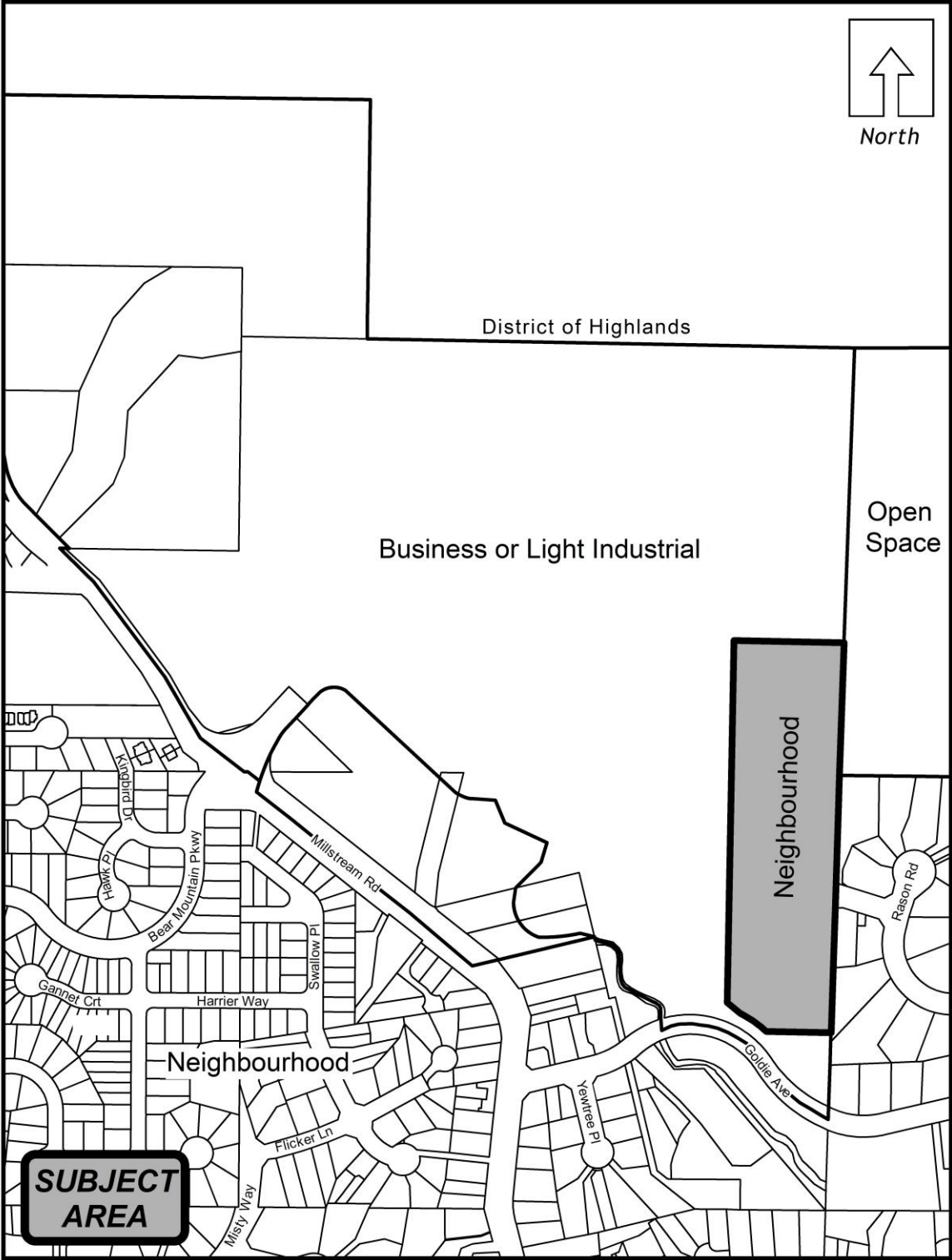
PRESIDING COUNCIL MEMBER

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CORPORATE OFFICER



**Schedule A**



## CITY OF LANGFORD BYLAW NO. 2150

### A BYLAW TO AMEND BYLAW NO. 300, "LANGFORD ZONING BYLAW, 1999"

The Council of the City of Langford, in open meeting assembled, hereby enacts as follows:

A. Langford Zoning Bylaw No. 300, 1999 is amended as follows:

1. By deleting from the Business Park 9 – Millstream Road Northeast (BP9) Zone and adding to the One- and Two-Family Residential (R2) Zone the property legally described as:
  - a) Lot A, Sections 2 and 3, Range West Highland District, Plan VIP53467, Except Plans EPP55578, EPP64255 and EPP111153, PID No. 017-612-675 (2207 Millstream Road);

as shown shaded on Schedule A attached to and forming part of this Bylaw.
2. By adding the following text as subsection 6.22.04(5):
  - a) Under no circumstances may the density exceed more than 60 lots on the property legally described as Lot A, Sections 2 and 3, Range West Highland District, Plan VIP53467, Except Plans EPP55578, EPP64255 and EPP111153, PID No. 017-612-675 (2207 Millstream Road).
3. By adding the following to Table 1 of Schedule AD:

Zone	Bylaw No.	Legal Description	Amenity Contributions	Eligible for Reduction in Section 2 of Schedule AD
R2	2150	Lot A, Sections 2 and 3, Range West Highland District, Plan VIP53467, Except Plans EPP55578, EPP64255 and EPP111153, PID No. 017-612-675 (2207 Millstream Rd)	a) \$6,000 per residential lot (550+ m <sup>2</sup> ) created towards the General Amenity Reserve Fund; b) \$3,960 per residential small lot (under 550 m <sup>2</sup> ) created towards the General Amenity Reserve Fund; c) \$3,960 per ½ duplex residential lot created towards the General Amenity Reserve Fund; d) \$1,000 per residential lot (550+ m <sup>2</sup> ) created towards the General Affordable Housing Reserve Fund; e) \$660 per residential small lot (under 550 m <sup>2</sup> )	No

			<p>created towards the Affordable Housing Reserve Fund; and</p> <p>f) \$660 per ½ duplex residential lot created towards the Affordable Housing Reserve Fund.</p>	
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This Bylaw may be cited for all purposes as “Langford Zoning Bylaw, Amendment No. 708 (2207 Millstream Road), Bylaw No. 2150, 2024”.

READ A FIRST TIME this 15<sup>th</sup> day of January, 2024.

PUBLIC HEARING held this 20<sup>th</sup> day of February, 2024.

READ A SECOND TIME this 20<sup>th</sup> day of February, 2024.

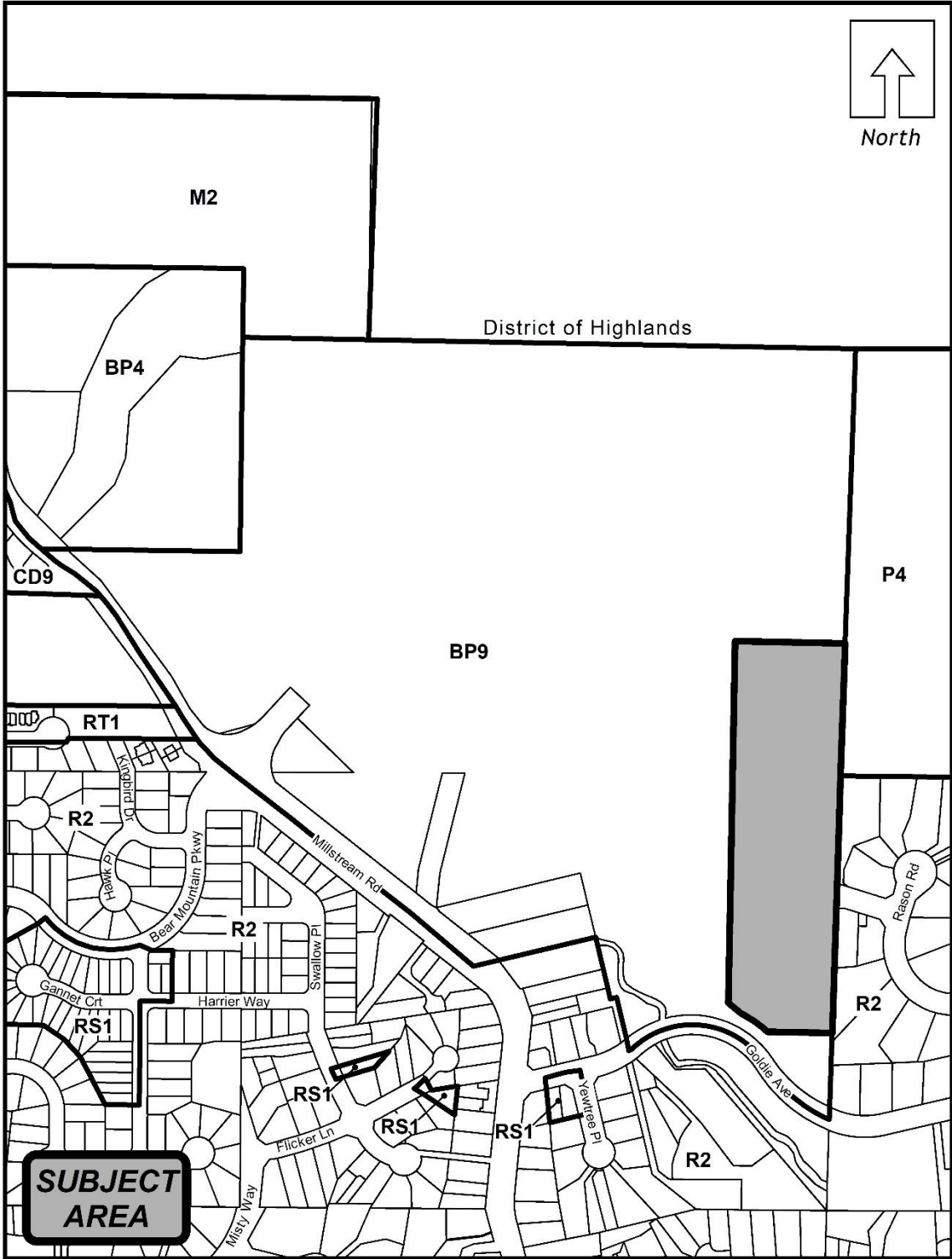
READ A THIRD TIME this 20<sup>th</sup> day of February, 2024.

ADOPTED this    day of    , 2024.

\_\_\_\_\_  
PRESIDING COUNCIL MEMBER

\_\_\_\_\_  
CORPORATE OFFICER

**Schedule A**



**CITY OF LANGFORD  
BYLAW NO. 2165**

**A BYLAW TO AMEND BYLAW NO. 300,  
“LANGFORD ZONING BYLAW, 1999”**

The Council of the City of Langford, in open meeting assembled, hereby enacts as follows:

A. Langford Zoning Bylaw No. 300, 1999 is amended as follows:

- 1. By deleting from the Rural Residential 2 (RR2) Zone and adding to the Residential Townhouse 1 (RT1) Zone the property legally described as:
  - a) Lot B, Section 70, Metchosin District, Plan 22796, PID No. 003-178-561 (775 Latoria Road);
 as shown shaded on Schedule A attached to and forming part of this Bylaw.
- 2. By adding the following to Table 1 of Schedule AD:

<b>Zone</b>	<b>Bylaw No.</b>	<b>Legal Description</b>	<b>Amenity Contributions</b>	<b>Eligible for Reduction in Section 2 of Schedule AD</b>
RT1	2165	a) Lot B, Section 70, Metchosin District, Plan 22796, PID No. 003-178-561 (775 Latoria Road)	a) \$3,660 per residential unit created towards the General Amenity Reserve Fund; and b) \$610 per unit created towards the Affordable Housing Reserve Fund; and c) That the total contribution to the General Amenity Reserve Fund as specified in (a) may be reduced by the amount equal to the cost of installing a pedestrian connection beyond the frontage to Autumn Lane, to the satisfaction of the Director of Engineering.	No

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B. This Bylaw may be cited for all purposes as "Langford Zoning Bylaw, Amendment No. 717 (775 Latoria Road), Bylaw No. 2165, 2024".

READ A FIRST TIME this day of , 2024.

READ A SECOND TIME this day of , 2024.

READ A THIRD TIME this day of , 2024.

ADOPTED this day of , 2024.

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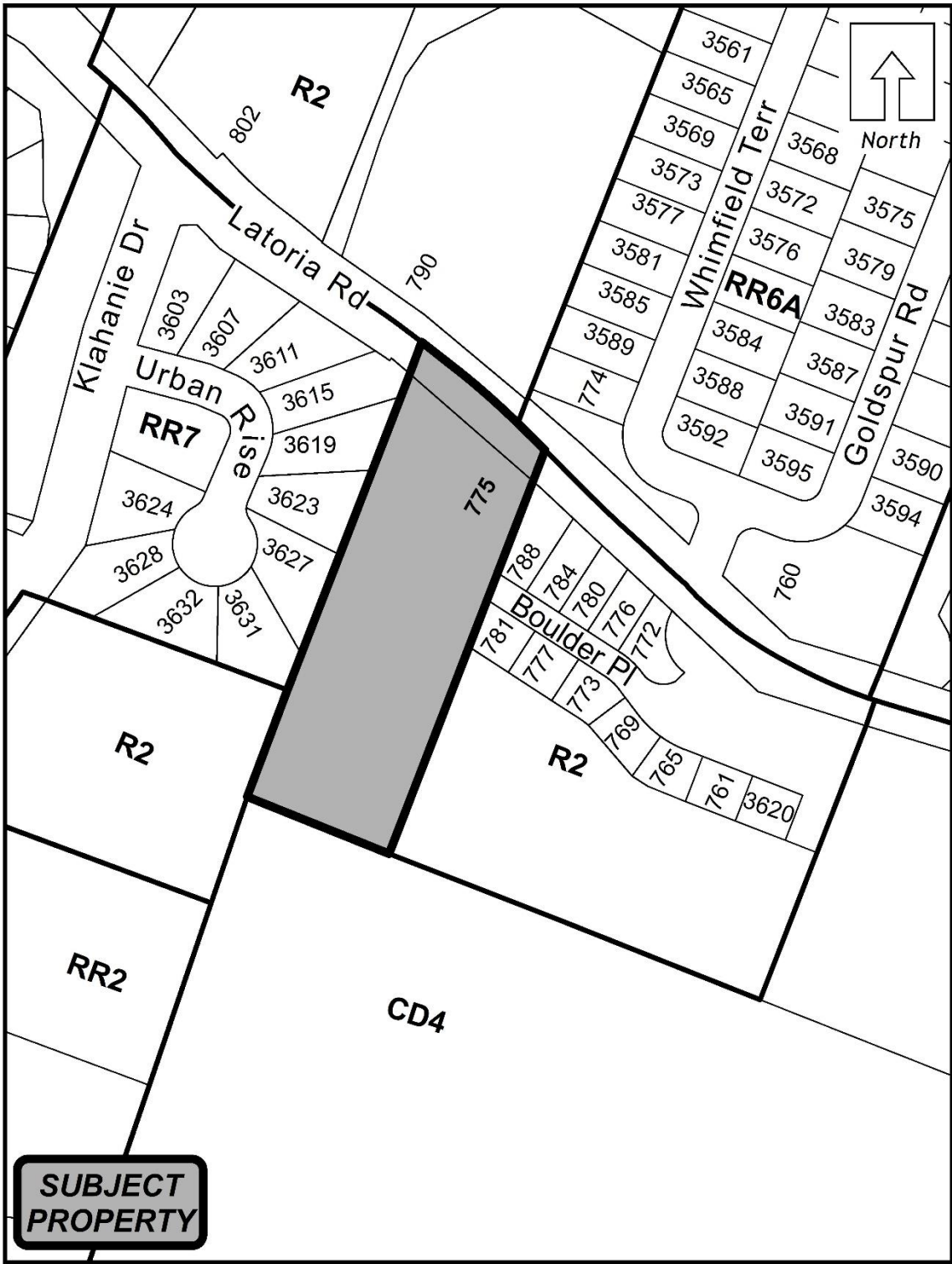
PRESIDING COUNCIL MEMBER

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CORPORATE OFFICER



**Schedule A**



**CITY OF LANGFORD  
BYLAW NO. 2195**

**A BYLAW TO AMEND BYLAW NO. 1925  
"City of Langford Freedom of Information Bylaw No. 1925, 2020"**

**A BYLAW FOR THE ADMINISTRATION OF THE FREEDOM OF INFORMATION AND  
PROTECTION OF PRIVACY ACT.**

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The Council of the City of Langford, in open meeting assembled, hereby enacts as follows:

A. City of Langford Freedom of Information Bylaw No. 1925, 2020 is amended as follows:

1. By replacing "Director of Corporate Services" with "Corporate Officer" in Section 3.1 a)
2. By inserting a new section 4.3: "An applicant making a request shall be required to pay an application fee of \$10.00 (ten dollars) in accordance with British Columbia Regulation 155/2012."
3. By inserting a new section 4.4: "Sections 4.1 and 4.3 do not apply to a request for an applicant's own personal information."

B. This Bylaw may be cited for all purposes as "City of Langford Freedom of Information Bylaw No. 1925, 2020, Amendment No. 1, Bylaw No. 2195, 2024."

READ A FIRST TIME this    day of    , 2024.

READ A SECOND TIME this    day of    , 2024.

READ A THIRD TIME this    day of    , 2024.

ADOPTED this    day of    , 2024.

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PRESIDING COUNCIL MEMBER

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CORPORATE OFFICER