



Council Agenda

Monday, February 5, 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

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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.

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Public Dial-In Details are also posted at www.langford.ca

Pages

1.	CALL TO ORDER	
2.	TERRITORIAL ACKNOWLEDGEMENT	
3.	MEETING CONDUCT RULES	
4.	APPROVAL OF THE AGENDA	
5.	PUBLIC PARTICIPATION	
6.	CONSENT AGENDA	3
	Minutes of the Council Meeting - December 4, 2023 (ADOPT)	
	Minutes of the WSPR Board of Directors Meeting - December 14, 2023 (RECEIVE)	
	Minutes of the Council Meeting - January 15, 2024 (ADOPT)	
	Minutes of the Special Council Meeting - January 22, 2024 (ADOPT)	
	Minutes of the Special Council Meeting - January 29, 2024 (ADOPT)	
7.	CONSIDERATION OF MATTERS REMOVED FROM THE CONSENT AGENDA	
8.	REPORTS	
8.1	Complete Communities Grant	35
8.2	Local Government Capacity Funding Grant	40
8.3	ESS Grant - Trailer Modifications	47
8.4	Tender Award for Centre Mountain WP4 Civil	50

8.5	Licence Agreement for 870 McCallum Rd	55
8.6	Rhino Coffee - Lease Agreement	69
8.7	Cycling BC & Cycling Canada - Lease Agreement	122
9.	CORRESPONDENCE	
9.1	The Mobile Youth Services Team	145
9.2	Legislative Reform Initiative Update	149
10.	BYLAWS	
10.1	BYLAW NO. 2142 (Background report attached) "Langford Zoning Bylaw, Amendment No. 704 (820, 822, 824 and 826 Hockley Avenue), Bylaw No. 2142, 2023". (ADOPTION)	157
10.2	BYLAW NO. 2143 (Background report attached) "Mantle Heights DCC Agreement (Project Number 10) Approval Bylaw No. 2143, 2024". (FIRST, SECOND AND THIRD READINGS)	164
10.3	BYLAW NO. 2156 "Sewer Utility Bylaw Amendment No. 7, Bylaw No. 2156, 2024". (ADOPTION)	175
11.	NEW BUSINESS	
11.1	AVICC RESOLUTIONS	
11.1.1	Automated Licence Plate Recognition Funding	177
11.1.2	Addressing the Impact of Provincial Policy on Local Municipalities, Taxation Equity, and Interim Policing Cost Support	181
11.1.3	Rethinking Municipal Taxation for Equitable and Effective Crisis Response	184
11.1.4	Urging Legal Action for Constitutional Accountability: Addressing Provincial Failures in Healthcare, Criminal Rehabilitation, and Public Safety Responsibilities	187
11.1.5	Active Transportation within Provincial Highway Rights of Way	190
12.	IN CAMERA RESOLUTION	
	THAT Council close the meeting to the public pursuant to section 90 (1) c and k of the <i>Community Charter</i> to consider:	
	<ul style="list-style-type: none"> • labour relations or other employee relations; • 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. 	
13.	ADJOURNMENT	



City of Langford

Council Minutes

December 4, 2023, 7:00 p.m.

Council Chambers & Electronic Meeting

PRESENT:	Mayor S. Goodmanson Councillor K. Guiry Councillor C. Harder - Remote Councillor M. Morley	Councillor L. Szpak Councillor M. Wagner Councillor K. Yacucha
ATTENDING:	D. Kiedyk, Chief Administrative Officer B. Hutchins, Director of Corporate Services M. Watmough, Deputy Director of Corporate Services M. Baldwin, Director of Planning and Subdivision M. Dillabaugh, Director of Finance K. Balzer, Director of Engineering and Public Works	Y. Nielsen, Director of Parks, Recreation and Facilities K. Dube, Senior Manager of Information Technology and GIS D. Petrie, Senior Manager of Business Development and Events - Remote C. Aubrey, Fire Chief C. Lowe, IT Support Specialist B. Boisvert, Legislative Services Administrative Coordinator

Meeting available by teleconference.

1. CALL TO ORDER

Mayor Goodmanson called the meeting to order at 7:01 p.m.

2. TERRITORIAL ACKNOWLEDGEMENT

Mayor Goodmanson acknowledged the concerns by Florence Dick from November 20, 2023, Council meeting and stated the City of Langford's Territorial Acknowledgment will remain the same until the City has gathered more information.

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

3. MEETING CONDUCT RULES

M. Watmough, Deputy Director of Corporate Services, read the City of Langford's meeting conduct rules.

4. APPROVAL OF THE AGENDA

MOVED BY: SZPAK
SECONDED: YACUCHA

THAT Council approve the agenda as presented with the amendment of moving item 9 to item 11 and renumbering the agenda accordingly.

Motion CARRIED.

5. PUBLIC PARTICIPATION

P. Hamilton, Langford - re: item 11 - The speaker does not support the application. The speaker stated a smaller structure should be put in place.

M. Wignall, Selwyn Rd - re: item 9.1 - The speaker expressed support for the application. re: item 9.2 - The speaker expressed support for the donation of a fire engine. re: items 10.4 and 10.5 - The speaker expressed skepticism towards the changes to the bylaws making any real difference. The speaker expressed that the unhoused need to have more support.

R. Louie, Langford - re: item 9.1 - The speaker supports the application. re: 9.2 - The speaker supports Option 1 of the resolutions. re: item 9.4 - The speaker supports Option 1 of the resolutions.

L. Foxall, Players Dr - re: item 10.4 - The speaker expressed that the hiring of Bylaw officers is just a Band-Aid fix to a much bigger problem. The speaker stated there is an increase in criminal activity. re: item 6 - The speaker expressed disappointment that the RCMP item from November 20, 2023, was not discussed further by Council.

S. Sifert, Langford - re: item 10.4 - The speaker expressed that the hiring of Bylaw officers is just a Band-Aid fix to a much bigger problem. re: item 6 - The speaker expressed disappointment that the amendment to ensure we continue to improve quality of life and increase economic value appears to be missing. The speaker stated that improving quality of life and economic value does not appear to be a part of this Council's agenda.

N. Ottosen, Metchosin Rd - re: item 10.4 - The speaker expressed concern for the unhoused community and the need for more support. The speaker expressed a request for the hours be extended to be in a park overnight during extreme weather events.

J. Kozina, Troon Crt - re: item 11 - The speaker stated they are not in support of the application. The speaker stated that they have never been in support of the building. The speaker expressed disappointment that the building was built without a permit. The speaker would like a lower flat roof or a smaller building.

J. Elwood, Hannington Rd - re: item 11 - The speaker expressed support for the application.

K. Velikovsky, Walfred Rd - re: item 10.1 - The speaker stated that they are available to answer any questions from Council.

Dave A. Nicklaus Dr - re: item 10.4 and 10.5 - The speaker expressed concern regarding the unhoused at Danbrook Park. The speaker would like a long-term approach to the issue. The speaker would like water and restroom facilities put in place. The speaker would like a collaboration with Victoria to assist the unhoused.

C. Prat, Troon Crt - re: item 11 - The speaker is the applicant and expressed that they have spoken with the neighbour regarding the building. The speaker stated that a suggestion of lowering the roof line was made at one time. The speaker would like this application resolved.

6. CONSENT AGENDA

Minutes of the Special Council Meeting - November 20, 2023 (ADOPT)

Minutes of the Council Meeting - November 20, 2023 (ADOPT)

MOVED BY: SZPAK

SECONDED: WAGNER

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

- Minutes of the Special Council Meeting - November 20, 2023 (ADOPT)
- Minutes of the Council Meeting - November 20, 2023 (ADOPT)

Motion CARRIED.

7. CONSIDERATION OF MATTERS REMOVED FROM THE CONSENT AGENDA

None removed.

8. OTHER BOARD AND COMMISSION MINUTES

8.1 Minutes of the WSPR Board of Directors Meeting - October 12, 2023

MOVED BY: GUIRY

SECONDED: SZPAK

THAT Council receive the minutes of the West Shore Parks and Recreation Board meeting held on October 12, 2023.

Motion CARRIED.

9. REPORTS

9.1 Application for Patron Participation Entertainment Endorsement at The Rack Bistro, 2345 Millstream Rd

MOVED BY: GUIRY

SECONDED: YACUCHA

THAT Council direct staff to Inform the Liquor and Cannabis Regulation Branch that the City of Langford has no objections and will opt out of the notification process for the Patron Participation Entertainment Endorsement of the Rack Bistro located at 2345 Millstream Road.

Motion CARRIED.

9.2 Fire Engine Request from Malahat Fire Rescue

MOVED BY: WAGNER

SECONDED: MORLEY

THAT Council:

1. Donate the 2004 Freightliner to Malahat Fire Rescue, as is, without any of the equipment (unless agreed upon by the Fire Chiefs); AND
2. Continue to fund a replacement apparatus in 2026 in our Five-Year Financial Plan following an assessment to determine fleet requirements for Langford Fire at that time.

Motion CARRIED.

9.3 West Shore Parks and Recreation Society 2024 Budget

MOVED BY: GUIRY
SECONDED: WAGNER

THAT Council approve the 2024 West Shore Parks and Recreation Society budget.

Motion CARRIED.

9.4 Greater Victoria Public Library 2024 Budget

MOVED BY: SZPAK
SECONDED: WAGNER

THAT Council approve the Greater Victoria Public Library 2024 Operating Budget and Five-Year Financial Plan.

Motion CARRIED.

10. BYLAWS

10.1 BYLAW NO. 1927 (Background report attached)

"Langford Zoning Bylaw, Amendment No. 706, (957 Walfred Road, Bylaw No. 1927, 2023". (FIRST READING)

MOVED BY: SZPAK
SECONDED: GUIRY

THAT Council:

1. Give First Reading to Bylaw No. 1927.

AND

2. Allow the front doors of Blocks "A" and "B" to remain on the north face of the units, as per the original site plan.

AND

3. Direct staff to schedule a Public Hearing for Bylaw No. 1927.

Prior to consideration of the Main Motion:

Amendment:

MOVED BY: WAGNER

SECONDED: GUIRY

THAT Council direct staff to have the developer set the window design sizes back to their original design sizes.

Motion CARRIED.**The vote was taken on the Main Motion and declared CARRIED.**10.2 BYLAW NO. 2029 (Background report attached)

"Road Closure Bylaw No. 2029 (726 Percy Pl), 2023". (FIRST, SECOND AND THIRD READINGS)

MOVED BY: YACUCHA

SECONDED: GUIRY

THAT Council:

1. Direct staff to post public notice for a road closure and disposition as prescribed in the *Community Charter*;

AND

2. THAT Council give Road Closure Bylaw No. 2029, 2023 (726 Percy Place) 1st, 2nd, and 3rd readings.

Motion CARRIED.10.3 BYLAW NO. 2133 (Background report attached)

"Road Closure Bylaw No. 2133 (a portion of Desmond Drive), 2023". (ADOPTION)

MOVED BY: YACUCHA

SECONDED: WAGNER

THAT Council adopt Bylaw No. 2133.

Motion CARRIED.10.4 BYLAW NO. 2152

"Municipal Parks Regulation Bylaw No. 177, 1996, Amendment No. 12, Bylaw No. 2152, 2023." (ADOPTION)

MOVED BY: MORLEY

SECONDED: SZPAK

THAT Council adopt Bylaw No. 2152.

Motion CARRIED.

10.5 Bylaw No. 2153

"Traffic and Highways Bylaw No. 33, Amendment No. 24, Bylaw No. 2153, 2023."
(ADOPTION)

MOVED BY: GUIRY
SECONDED: SZPAK

THAT Council adopt Bylaw No. 2153.

Motion CARRIED.

11. NOTICES OF INTENT

Councillor Harder at 8:01 p.m. left the meeting due to a perceived conflict of interest with item 11.1.

11.1 DVP23-0007-2038 Troon Court

MOVED BY: SZPAK
SECONDED: YACUCHA

THAT Development Variance Permit No. DVP23-0007 be issued by Council for the City of Langford to Chris Prat and Angelina Bell to allow for an existing shed to remain in its current location at 2038 Troon Court subject to the following terms and conditions:

1. Appendix

The site shall be developed in accordance with the site plan attached (Appendix A).

2. Variances

The following regulations of Zoning Bylaw No. 300 be varied pursuant to section 498 of the Local Government Act:

- 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.

3. Conditions

The following requirements are imposed pursuant to section 498 of the *Local Government Act*:

- a) That the variances pertain only to the existing structure;
- b) That the applicant shall include screening plantings between the shed and the property line, to the satisfaction of the Director of Planning; and
- c) That the second accessory shed structure on the property be removed.

Prior to consideration of the Main Motion:

Amendment:

MOVED BY: WAGNER
SECONDED: GUIRY

THAT Council direct staff to assist the applicant in reducing the roof size design.

Councillor Wagner withdrew the motion.

There were no objections.

Prior to consideration of the Main Motion:

Amendment:

MOVED BY: WAGNER

SECONDED: MORLEY

THAT Council table the item to allow the applicant to bring forth more information to a future Council meeting.

Motion CARRIED.

Councillors Guiry and Yacucha opposed.

12. IN CAMERA RESOLUTION

MOVED BY: YACUCHA

SECONDED: MORLEY

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

- litigation or potential litigation affecting the municipality.

Motion CARRIED.

The meeting went in camera at 8:24 p.m.

13. ADJOURNMENT

MOVED BY: YACUCHA

SECONDED: GUIRY

THAT Council adjourn the meeting.

Mayor Goodmanson adjourned the meeting at 8:48 p.m.

Motion CARRIED.

Presiding Council Member

Certified Correct - Corporate Officer



BOARD OF DIRECTORS

Minutes of the West Shore Parks and Recreation Society Board of Directors Meeting Wednesday, December 14th, 2023, in the Westshore Room

PRESENT: Directors Damian Kowalewich, Leslie Anderson, Kimberley Guiry, and Dean Jantzen

ABSENT: Shelly Donaldson

STAFF PRESENT:

Grant Brown, administrator
 Ron Dietrich, manager of operations
 Geoff Welham, manager of recreation
 Wei Wu, manager of finance and administration
 April Luchinski, manager of human resources
 Tiffany Moore, recorder

STAFF ABSENT: N/A

PUBLIC PRESENT:

John Buchanan, WSPR patron
 Matt Towle, JDF Lacrosse, vice president
 Judith Cullington, Juan de Fuca Performing Arts Centre Society, president
 Dorothy York, Juan de Fuca Performing Arts Centre Society, director
 Al Lehman, Juan de Fuca Performing Arts Centre Society, director
 Chris Fraser, Juan de Fuca Performing Arts Centre Society, director

CALL TO ORDER

1. The chair called the meeting to order at 5:32PM.

APPROVAL OF AGENDA

2. **MOVED/SECONDED** BY DIRECTORS GUIRY AND ANDERSON THAT THE AGENDA BE APPROVED AS PRESENTED.
CARRIED

APPROVAL OF MINUTES

3. **MOVED/SECONDED** BY DIRECTORS ANDERSON AND GUIRY THAT THE MINUTES OF THE REGULAR MEETING NOVEMBER 9TH, 2023, BE APPROVED AS PRESENTED. NO ERRORS, NO OMMISIONS.
CARRIED

PUBLIC PARTICIPATION

4. a) John Buchanan shared his experience as an unhoused person using the WSPR facilities and questioned why the public is not permitted to use the JDF Arena dressing rooms. The chair requested

time to confer with the board and staff for more information, and promised to follow up with John tonight. John agreed that is fair.

JOHN BUCHANAN LEFT THE MEETING AT APPROXIMATELY 5:45PM

b) Matt Towle introduced himself and his role as vice president with the JDF Lacrosse Association. The association is interested in building stronger relationships with WSPRS and will attend meetings in the future.

CHAIR'S REMARKS

5. The chair wished all staff and directors a happy holiday season, acknowledged the success of the past year and hope for the best in the coming year.

STANDING COMMITTEES

6. N/A

OLD BUSINESS

7. N/A

NEW BUSINESS

8. a) Juan de Fuca Performing Arts Centre Society ("the Society") Presentation

Judith Cullington showed a PowerPoint presentation which highlighted the following:

- The purpose of the proposed Juan de Fuca Performing Arts Centre is simple: create an arts and culture hub in the Westshore.
- The goal of the proposed centre is to provide accessible and inclusive opportunities for the Westshore community to participate in arts and culture, not to bring headliners.
- The board of directors is a diverse group with a variety of skills, and they continue to grow as a board.
- A feasibility study has been conducted, noting the following:
 - Thank you to the municipalities for their participation.
 - Judith will share the results of the study.
 - The Rick Hansen Foundation accessibility guidelines provide a good a foundation of considerations, and the Society is seeking ways to go above and beyond.
 - WSPRS was not included as a potential location.
 - Estimated costs are from the previous year and do not account for changes since the study.
 - The society is seeking support for operational costs in the amount of \$7 per person if all municipalities are on board.
 - Capital costs will be covered by governments and grants.
 - Capital costs do not include land or parking.
- The organization would operate a municipally-owned NGO model.
- An intermunicipal committee is now in place, with Langford confirming their representative shortly.
 - The committee is advisory, with municipalities providing direction.
- The Society is in the stage of working toward a grant-ready project.
- Today's presentation is to determine the possibilities for collaboration between the Society and WSPRS. Options range from WSPRS renting space in the proposed centre to absorbing their operations or providing a location for the proposed centre.
- The CAO and Director Guiry will attend the intermunicipal committee meeting in January.

The chair thanked Judith for the presentation and for the Society's efforts to bring arts and culture to the Westshore. The board shared personal anecdotes and appreciation for the Society's accessibility considerations. The Society is also open to considering multi-use space such as child care or affordable housing.

MOVED/SECONDED BY DIRECTORS JANTZEN AND ANDERSON THAT THE PRESENTATION BE RECEIVED. CARRIED

JUDITH CULLINGTON, DOROTHY YORK, AL LEHMAN, AND CHRIS FRASER LEFT THE MEETING AT APPROX. 6:05PM

b) Budget Process Update

Grant Brown, administrator, highlighted the following:

- The proposed 2024 budget has been accepted by Metchosin, Langford, and Colwood.
- A presentation is scheduled with View Royal on January 16th.
- Highlands has been contacted to determine if their council would like to schedule a presentation.
- Director Jantzen expressed appreciation for the CAO's concise presentation to Colwood council.

MOVED/SECONDED BY DIRECTORS ANDERSON AND JANZTEN THAT THE UPDATE BE RECEIVED AS PRESENTED.

CARRIED

c) Annual Housekeeping

Grant Brown, administrator, highlighted the following:

- "Consent to Act as a Director" for 2024 forms were signed.
- "Declaration of Related Party Transactions Involving Key Management Personnel" in 2023 forms were signed.
- The 2024 board of directors meeting schedule was distributed.
- The CAO confirmed that the WSPRS bylaws indicated directors are to hold a 2-year term, and pre-filled term appointment requests will be distributed to deputy clerks in 2024.
- The chair requested that the WSPRS bylaw indicating 2-year term appointments be distributed to deputy clerks as there is high demand from councillors wishing to participate on the board.

MOVED/SECONDED BY DIRECTORS GUIRY AND ANDERSON THAT THE FORMS BE RECEIVED AS PRESENTED.

CARRIED

FOR INFORMATION

9. a) Administrator's report

Grant Brown, administrator, commented on the following:

STAFF REPORT

TO:	West Shore Parks & Recreation Board Members
FROM:	Grant Brown

DATE:	December 2023
SUBJECT:	Administrator's Report

Administration/Human Resources

The finance team is turning their focus to year end preparations as 2023 comes to an end. Additional support provided by reception team leads will reduce the "catch-up" required for finance once the auditors complete their work. KPMG will be onsite December 14th and 15th to complete preliminary audit tasks.

An upgrade to registration software was successfully completed last month. The upgrade solved several issues that required workarounds by staff. A new activity planner in the software is being tested and will be made available to patrons once testing is complete. General registration for the winter session starts on December 7th, while registration for aquatics preschool lessons starts on December 18th, and adult/school age lessons on December 19th. 3 additional electronic cash registers (virtual point of sale devices) have been added to resolve the payment challenges experienced due to the high volume of swimming lesson registrations during online registration this year.

The renovation in the reception area is nearing completion.

The human resources team is preparing for the upcoming contract negotiations. Proposals will be exchanged with CUPE 1978 on December 4th and the first days of meetings are scheduled for December 11th and 12th. Updates to the *Working from Home Policy* have been circulated to staff for comment and final touches are being added to the reception *Working Alone* and *Customer Service* policies.

Operations

Maintenance

The maintenance department has successfully replaced the blower fan in the hallway heater and completed semi-annual service for the JDF Arena tunnel and library roof top air handling units. The Self-Contained Breathing Apparatus equipment has undergone quarterly service, and the plant room vestibules have been adequately stocked.

Staff addressed issues with both cooling tower pumps, including shaft seal leaks and bad bearings in the JDF Arena pump. The JDF Arena motor and seal were replaced, and at The Q Centre Arena, an impeller problem was identified. A temporary solution for the impeller is in place while work on a comprehensive repair is underway. The Q Centre Arena dry floor season cooling pipe runs are in progress, with coring scheduled for this week.

In project maintenance, the renovation of the reception area was a major focus this month and is nearing completion. The leisure pool encountered a significant problem when the filter pushed dirty perlite into the main tank, requiring 48 hours of intensive cleanup.

In general maintenance, the team completed fire inspection deficiencies and the procurement of pool grates, which are on their way. Lockers have arrived, but staff are awaiting the delivery of token locks prior to installation.

The auxiliary team is fully staffed. Although the full-time FMW 3 posting remains vacant, staff are actively exploring options to address this gap.

Parks

The parks crew is transitioning from routine daily maintenance to winter project initiatives. A new bike rack and shelter has been installed at the main entrance to replace the one damaged in a spring windstorm. The new shelter's design enhances the facility. Staff's focus will now shift to installing a fountain at the skate park and replacing the score clock in the lacrosse box.

A notable improvement has been the installation of tee mats on the golf course, minimizing wear on the tee boxes. With an increase of winter pass sales, there is increased usage and subsequent wear on the grass, emphasizing the need for this intervention. Ongoing maintenance efforts persist at the lower ball parks, specifically with the transformation of diamond #3. The infield is currently undergoing modifications to skin the infield and address historical grass-related challenges faced in previous years.

Programs

Community Recreation

With funding received from the Building Safer Communities grant, youth programming is well underway. To date, 450 youth have participated in the Friday youth drop-in program. THRIVE & Westshore RCMP are two of the partners who attended the youth drop-in nights and assisted with youth outreach this month.

The Shore & Skate is a new youth drop-in program on Wednesdays, where youth can play in The Shore (formerly known as the youth room) and attend a \$2 public skate. 8 youth participated on the first night.

A free art drop-in program for youth began on November 16th, with 7 participants attending the first session. This free art program will run weekly from 3:15-6:00 PM, providing youth an opportunity for youth to make art, play games and enjoy snacks at Centennial Centre (2805 Carlow Rd.).

\$2 youth drop-in basketball is also new and runs 6 times per week in the Indoor Sports Complex.

Staff have created great partnerships with outside organizations that focus on youth, including the Washington Kids Foundation, Inter-Cultural Association, Westshore Secondary School and Pacific Centre Family Services Association.

The Youth Outreach Programmer posting closed on November 21st. There were not many suitable candidates (2nd posting) and those that applied have unfortunately withdrawn their applications. Staff will be discussing alternate options.

Staff attended multiple information sessions on youth violence and gangs, including the Canadian Municipal Network on Crime Prevention, and the CCSC BSCF Community of Practice meeting which included presentations from the cities of Edmonton and Nanaimo and included breakout rooms with other municipalities who received BSCF funding. Staff also attended a Gang Education & Trends seminar presented by Saanich Youth Services and Saanich police.

Staff have made the unfortunate decision to cancel the Nature Preschool program as of December. Several factors have led to this decision, including a decline in registration, as well as resignation notices from the dedicated staff. Nature Preschool was operating only 2 half-days per week. As registrations decline and more families opt for full-time care, staff are reviewing alternatives to some of the preschool programs. One consideration is the conversion of one of the half-day programs to another full-time daycare program next September.

The fantastic French music program has restarted and runs during the 10-month preschool and daycare on Wednesday and Thursday mornings.

Active Start runs every Monday (when there are no bookings in the ISC) with 2 staff and sees up to 24 families having fun unstructured play in the Indoor Sports Complex. In late November, interviews were conducted to fill on-call Early Childhood Education (ECE) and Early Childhood Education Assistant (ECEA) staff roles. These positions will provide coverage during holidays and staff illness in the 10-month and daycare programs.

Children in afterschool care enjoyed baking in the Childcare Centre kitchen this month, crafting a selection of cookies and other goodies to share. They also enjoyed many out-trips while the weather was mild, including Royal Roads, Esquimalt Lagoon, and the library. The children were given bear safety talks due to the furry friend who has been roaming the grounds around the Garry Oak Hill. Staffing continues to be a challenge in ASC with multiple leaders and two drivers resigning for full time work. LA limo has again been contracted to support the program while positions are posted.

Aspiring Artist birthday parties at Centennial Centre sold out in November and December. The art instructor will be providing holiday-themed art activities to a local preschool group as well as the WSPR daycare throughout the holiday season.

Fitness and Weights

November saw a strong start for registered fitness and wellness programs with 86% of programs running successfully, and several core programs at full capacity with waitlists. Programs such as 50+ Strength and Stretch have seen continual growth throughout the fall season, along with Body Sculpt and small group training.

Working in partnership with the Washington Kids Foundation, the fitness department offered a group weightroom orientation for a small group of youth enrolled with the foundation and they will be utilizing the weightroom twice a week.

The weightroom introduced microfiber cloths in a 'Be Clean, Be Green' initiative to minimize paper towel consumption and enhance cleaning protocol. Patrons pick up an individual cloth and spray bottle for use during their visit, and used cloths are collected and laundered by staff on each shift. Over time, the paper towel dispensers will be reduced. Positive feedback has been received since the launch.

Additionally, a highly desired hip thruster machine for glute strengthening was installed at the end of November and has been greatly appreciated.

Aquatics

In November, swim lessons smoothly transitioned from set 1 to set 2. Running 2 sets of lessons was an exploratory system designed to increase the availability of swim lessons, although it brought additional administrative challenges. A survey was sent out to participants who had finished set 1 and within a few days over one hundred responses were received. The average score was 4.13 out of 5 for overall experience and is overwhelmingly positive regarding swim instructors.

Aquatics also experienced a transition of staffing, with Shekinah Landry, one of the instruction team leads, moving into as the role of program assistant. With input from a consultant auditing the advanced aquatics program for enhancements, an additional WSPR swim instructor course was offered and drew 10 participants, including 3 siblings of current staff. Between this course and the Bronze Cross/Medallion course that took place in October, staff anticipate more lifeguards and swim instructors will be hired by December. Current job postings, closing at the end of November, align with the completion of the instructor course and will facilitate recruitment into the staff team.

Arena, Events, and Golf

Golf at WSPR experienced a positive upswing with the presence of Jeff King and Ed Bain from Chek News' The Upside in October. They conducted an insightful interview on the golf course, where the winter pass took centre stage and contributed to a notable boost in sales. Winter pass sales have increased by 27% for adults with a total of 66 passes sold (up from 48 in 2022) and 18% for youth, with 11 passes sold (up from 2 in 2022). 2023 has already surpassed 2022 by over 2,000 rounds, making 2023 the 9th best year for rounds since 1999.

In arenas, the Canadian Sports School Hockey League (CSSHL) Island Classic held in early November was a resounding success, featuring 16 top U18 teams from Western Canada. The tournament boasted three of the top WHL prospects for the 2024 draft, with 66 registered scouts in attendance, indicating the significance of the event. Hall-of-Famer and former NHL player Jarome Iginla was among the team of coaches in attendance. Iginla's team, RINK Kelowna, emerged victorious in the A final game against St. George's, the team of former Calgary Flame/Hartford Whaler Todd Harkin.

Island Culinary Service Inc., the preferred caterer, provided meals in the Q Centre Arena for 10 teams during the tournament and received rave reviews from all participating teams. The maintenance crew

also deserves commendation for their outstanding efforts in maintaining the ice and facilities at peak condition throughout the four days of the tournament.

The Grizzlies continue to shine as a top team in the BCHL, currently tied for 2nd in the conference. The Wolves are making strides up the standings in a highly competitive VIJHL south division.

Below are November sales statistics from The Q Centre Arena concessions:

Top 5 concession items:

1. Fries: 413
2. Popcorn: 337
3. Hot Dogs: 221
4. Hot Chocolate: 214
5. Slush Puppy: 188

Equity, Diversity, and Inclusion

Applications for the 2024 regional Leisure Involvement For Everyone (LIFE) passes are now being accepted. The 2024 application form can be found on wspr.ca or picked up at reception.



Grant Brown, Administrator

IN CAMERA

10. **MOVED/SECONDED** BY DIRECTORS JANTZEN AND ANDERSON THAT THE WSPRS STAFF ATTEND THE IN CAMERA MEETING.

CARRIED

THAT there is a need to have a meeting closed to the public and persons other than the West Shore Parks & Recreation Board of Directors, and staff and those identified under section 1.(2)(b) negotiations between West Shore Parks & Recreation and a third party.

ADJOURNMENT

11. **MOVED/SECONDED** BY DIRECTORS GUIRY AND DONALDSON THAT THE MEETING BE ADJOURNED AT 6:18PM.

CARRIED

MATT TOWLE LEFT THE MEETING AT 6:18PM



City of Langford

Council Minutes

January 15, 2024, 7:00 p.m.

Council Chambers & Electronic Meeting

PRESENT:	Mayor S. Goodmanson Councillor K. Guiry Councillor C. Harder	Councillor M. Morley Councillor L. Szpak Councillor M. Wagner
ABSENT:	Councillor K. Yacucha	
ATTENDING:	D. Kiedyk, Chief Administrative Officer B. Hutchins, Director of Corporate Services M. Watmough, Deputy Director of Corporate Services M. Baldwin, Director of Planning and Subdivision M. Dillabaugh, Director of Finance K. Balzer, Director of Engineering and Public Works	Y. Nielsen, Director of Parks, Recreation and Facilities K. Dube, Senior Manager of Information Technology and GIS D. Petrie, Senior Manager of Business Development and Events L. Fletcher, Manager of Community Safety and Municipal Enforcement - Remote L. Zetaruk, Analyst B. Boisvert, Legislative Services Administrative Coordinator

Meeting available by teleconference.

1. CALL TO ORDER

Mayor Goodmanson called the meeting to order at 7:01 pm.

2. TERRITORIAL ACKNOWLEDGEMENT

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

3. MEETING CONDUCT RULES

M. Watmough, Deputy Director of Corporate Services, 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 presented.

Motion CARRIED.

5. PUBLIC HEARINGS

5.1 BYLAW NO. 1927

"Langford Zoning Bylaw, Amendment No. 706, (957 Walfred Road), Bylaw No. 1927, 2023".

The Mayor opened the Public Hearing for Bylaw No. 1927 at 7:05 pm.

Director of Planning Matthew Baldwin advised Kyle Velikovsky has applied on behalf of White Wolf Homes Ltd. to amend the zoning of 957 Walfred Road from the RS1 (Residential Small Lot 1) Zone to RT1 (Residential Townhouse 1) Zone.

This is being proposed in order to allow for the development of approximately 17 townhome units.

In support of this application, the applicant has agreed to provide the following:

- a. That the applicant provides, as a bonus for increased density, the following contributions per dwelling unit:
 - 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, discharge the previous rezoning covenant and register a new 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, inclusive of constructing a cul de sac and bowtie parking, connecting the existing sidewalk on Hinks Road to the on-site pathway, boulevard, and streetlighting. It must also include improvements to the frontage of 955 Walfred Road;
 2. A storm water management plan; and
 3. A construction parking management plan.
 - ii. 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.
 - iii. That tree protection measures, inclusive of tree protection fencing, are implemented prior to commencement of work to protect the trees identified for retention in the arborist report throughout the construction period;
 - iv. 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 3rd 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;

- v. That a Statutory Right of Way be registered over the public pathway prior to the issuance of a building permit;
- vi. That the public pathway shall be demonstrated within the landscape plan and be clearly delineated to the satisfaction of the Director of Parks, Recreation, and Facilities.

In addition, Council has resolved to amend the text of Schedule AD of the Zoning Bylaw No. 300 to remove the amenity contributions related to Bylaw No. 1261;

Council has also, by resolution, authorized the Director of Planning to issue the following variances within the form and character development permit:

- a. Section 6.28.07(1)(a) to reduce the front lot line setback from 3 m to 1.2m; and
- b. Section 6.28.07(1)(d) to reduce the rear lot line setback from 5.5 m to 1.5 m

Subject to the condition that the variances are only granted for the development of the townhouse project as shown at Public Hearing

This proposal is consistent with the Official Community Plan Neighbourhood designation.

Notifications and advertisements have been placed as required by the *Local Government Act*.

Mayor Goodmanson called a first time for presentations.

Kyle Velikovsky on behalf of White Wolf Homes Ltd, provided an overview of the proposed development to Council.

Mayor Goodmanson called a second time for presentations.

T. Parkinson, Walfred Rd - The speaker expressed concern regarding blasting, parking and water management in the proposed development. The speaker expressed concern regarding their loss of privacy. The speaker expressed concern regarding the changes the development will bring to their family's lives.

Mayor Goodmanson called a third time for presentations.

N. Johal, Walfred Pl - The speaker expressed support for the development.

Mayor Goodmanson called for a final time for presentations.

None presented.

Mayor Goodmanson declared the Public Hearing for Bylaw No.1927 closed at 7:26 pm.

6. PUBLIC PARTICIPATION

N. Johal, Walfred Pl - re: Item 13.4 - The speaker expressed concern regarding the fees in the Bylaw. The speaker expressed concern regarding the fee increase to homeowners.

P. Hamilton, Langford Resident - re: Item 11.1 - The speaker expressed support for the developer's acceptance of reviewing any accessibility challenges in the proposed development. The speaker inquired about the details of the design of the proposed development.

W. Hobbs, Luxton Rd - re: Item 10.1.4 - The speaker expressed that Luxton Road be a priority in the proposed traffic calming measures. re: Item 13.5 - The speaker expressed that any environmental complaints about a parking lot surrounding a daycare, should be dealt by Vancouver Island Health Authority not a municipality.

R. Louie, Langford Resident - re: Item 2 - The speaker expressed that the City of Lanford's Territorial Acknowledgment has errors. re: Item 13.4 - The speaker expressed support for option 2 of the resolutions. The speaker is concerned that any fee increases will be filtered down to renters.

L. Foxall, Lanford Resident - re: Item 13.4 - The speaker expressed support for option 2 of the resolutions. The speaker expressed concern regarding the increase of fees. The speaker is concerned that any fee increases will be filtered down to renters.

S. Sifert, Lanford Resident - re: Item 13.4 - The speaker expressed support for option 2. re: Item 7 - The speaker expressed the agenda is missing December 4, 2023, Council minutes. The speaker expressed that the minutes have omitted their statements and would like them reinstated.

7. **CONSENT AGENDA**

Minutes of the Special Sustainable Development Advisory Committee Meeting - December 11, 2023 (RECEIVE)

Minutes of the Special Council Meeting - December 18, 2023 (ADOPT)

Minutes of the Sustainable Development Advisory Committee Meeting - January 8, 2024 (RECEIVE)

MOVED BY: HARDER

SECONDED: MORLEY

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

Minutes of the Special Sustainable Development Advisory Committee Meeting -
December 11, 2023 (RECEIVE)

Minutes of the Special Council Meeting - December 18, 2023 (ADOPT)

Minutes of the Sustainable Development Advisory Committee Meeting - January 8, 2024
(RECEIVE)

Motion CARRIED.

8. **CONSIDERATION OF MATTERS REMOVED FROM THE CONSENT AGENDA**

None removed.

9. OTHER BOARD AND COMMISSION MINUTES

9.1 Minutes of the West Shore Parks and Recreation Society Board of Directors Meeting - November 9, 2023

MOVED BY: GUIRY
SECONDED: WAGNER

THAT Council receive the minutes of the West Shore Parks and Recreation Society Board of Directors meeting held on November 9, 2023.

Motion CARRIED.

10. COMMITTEE RESOLUTIONS

10.1 Special Sustainable Development Advisory Committee Meeting - December 11, 2023

10.1.1 Development Variance Permit - 2181 Bear Mountain Parkway

MOVED BY: SZPAK
SECONDED: GUIRY

That Council direct staff to provide notice that Council will consider issuing a Development Variance Permit to vary Schedule 4 of Subdivision and Development Servicing Bylaw No. 1000 to allow a permanent two-point turnaround in lieu of a cul-de-sac at 2181 Bear Mountain Parkway, subject to:

- i. That the two-point turnaround is constructed and secured to the satisfaction of the Fire Chief, prior to subdivision approval.

Motion CARRIED.

Mayor Goodmanson and Councillor Wagner opposed.

10.1.2 Rezoning Application - 2832, 2834, 2836, and 2838 Knotty Pine Road

MOVED BY: SZPAK
SECONDED: GUIRY

THAT Council:

1. Proceed with consideration of First Reading of Bylaw No. 2151 to amend the zoning designation of the properties located at 2832, 2834, 2836, and 2838 Knotty Pine Road from R2 to CC2 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. \$1,000 towards the Affordable Housing Reserve Fund; and
 - ii. \$3,800 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;
 2. A storm water management plan;
 3. A mitigation plan, and
 4. A construction parking management plan.
 - ii. That the properties be consolidated prior to issuance of a Development Permit for Form and Character;
 - 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 5% of the lot area on the corner of Knotty Pine Road and Orono Avenue be dedicated to the City as park prior to the issuance of a building permit;
 - v. That the strata be responsible for maintaining and irrigating boulevard landscaping with the exception of boulevard trees and boulevard tree irrigation, which will be maintained by the City;
 - 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 3rd 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. That electric heat pumps be required as a condition of zoning.

AND

2. Authorize the Director of Planning to issue a setback variance to the southern interior side lot line, reducing the requirement from 1.2 m to 1 m along the park boundary.

Motion CARRIED.

10.1.3 Rezoning Application & Official Community Plan Amendment - 2207 Millstream Road

MOVED BY: SZPAK

SECONDED: MORLEY

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:
 - 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.

Motion CARRIED.

10.1.4 Traffic Calming Policy

MOVED BY: SZPAK

SECONDED: MORLEY

THAT Council adopt POL-0173-ENG Traffic Calming Policy as amended.

Motion CARRIED.

10.2 Sustainable Development Advisory Committee Meeting - January 8, 2024

10.2.1 Rezoning Application & Development Variance Permit - 1331 Westhills Drive

Councillor Guiry left the meeting at 8:12 pm. due to a perceived non-pecuniary conflict.

MOVED BY: SZPAK

SECONDED: WAGNER

THAT Council:

1. Proceed with consideration of First Reading of Bylaw No. 2154 to amend the text of the CD3 zone to allow for a group daycare with 53 children at 1331 Westhills Drive subject to the following terms and conditions:
 - a. 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 Transit Demand Management strategies be implemented and maintained for all office users, in accordance with the Parking Study completed by Watt Consulting Group, dated December 1st, 2023
 1. Guaranteed Ride Home program with a minimum of 8 reimbursable trips per employee per year; and
 2. Commuter financial incentives, providing employees with at least \$1.55 per day cash out for not using a single occupant vehicle as their travel mode.
 - ii. That no parking stalls be assigned to specific users with the exception of the daycare leaseholder and that all parking be 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 use.

AND

2. Direct staff to provide notice that Council will consider issuing a Development Variance Permit for the property at 1331 Westhills Drive with the following variance to Zoning Bylaw No. 300:

- a. That Section 4.01.01 be varied to reduce the required parking from 126 to 118 parking stalls.

Motion CARRIED.

Councillor Guiry returned to the meeting at 8:19 pm.

11. REPORTS

11.1 Bylaw 2019 - Z22-0025 - 982, 984, 986, 988 Bray Ave Update

MOVED BY: SZPAK
SECONDED: GUIRY

THAT Council:

1. Accept the revised design demonstrating improved street presence, depicted in the rendering included with the January 15, 2023, staff report; And
2. Revise the resolution of November 20th, 2023, without the requirement for carshare to be secured within the Section 219 Covenant, as follows:

Proceed with consideration of Bylaw No. 2019 to amend the zoning designation of the properties located at 982-988 Bray Avenue from One- and Two-Family Residential (R2) to City Centre 1 (CC1) 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. \$750 towards the Affordable Housing Reserve Fund; and
 - ii. \$2,850 towards the General Amenity Reserve Fund;

Subject to reductions in accordance with the Affordable Housing and Amenity Contribution Policy and the Attainable Housing Policy depending on use and height.

- 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;
 2. A mitigation plan;
 3. A storm water management plan; and
 4. A construction parking management plan.
 - ii. That the properties be consolidated prior to issuance of a Development Permit for Form and Character;
 - iii. That a separate covenant be registered prior to issuance of a building permit for the proposed development that ensures residential parking is allocated to each unit and visitors as required by the zoning bylaw and is not provided in exchange for compensation separate from that of a residential unit;

- iv. 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 3rd 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;
- v. That the developer submit the Fire Underwriters Survey (FUS) calculations prior to the issuance of a development permit to develop the property, and acknowledges that these calculations may determiner different setbacks than what is prescribed in the zone or from what has been grated through variances;
- vi. That, prior to the issuance of a Building Permit, the developer enters into a Housing Agreement with the City that requires a minimum 10% of units constructed be rented at a rate no higher than 30% of the median renter income as calculated by the Canadian Mortgage and Housing Corporation for Langford for a term not less than 10 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 (POL-0166-PLAN). The developer shall identify the Attainable Units on the plans submitted for the required Development Permit application.
- vii. That at least 10% of the units be designed as adaptable units and that at least 70% of the units have side-by-side washer and dryers, to the satisfaction of the Chief Building Inspector;
- viii. That the rooftop patio located on the northwestern side be designed with 5-foot-tall translucent glass along the western side to increase the privacy to existing neighbours, to the satisfaction of the Director of Planning;
- ix. That no occupancy permit be issued for the proposed building until a strata plan for the building has been registered, to the satisfaction of the Approving Officer;
- x. That electric heat pumps be installed, to the satisfaction of the Chief Building Inspector; and
- xi. That the foyer panel is designed to accommodate visual challenges, to the satisfaction of the Chief Building Inspector.

AND

3. Direct staff to proceed with scheduling a Public Hearing for Bylaw No. 2019.

Motion CARRIED.

11.2 Tender Award for Centre Mountain WP2 Ph1 Earthworks

MOVED BY: GUIRY
 SECONDED: HARDER

THAT Council award the construction contract for Centre Mountain Residential Work Package 2 Phase 1 Earthworks to Colecon Contracting Ltd. at an amount of \$1,777,550.00 plus GST funded via LSA funds;

AND

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

Motion CARRIED.

12. **CORRESPONDENCE**12.1 Municipal Consent for Bylaw No. 4572 - Management of Onsite Sewage Systems Service Establishment Bylaw

MOVED BY: SZPAK
 SECONDED: HARDER

THAT Council consent to the CRD adopting Bylaw No. 4572, "Management of Onsite Sewage Systems Service Establishment Bylaw, 2007, Amendment Bylaw No. 1, 2023".

Motion CARRIED.

13. **BYLAWS**13.1 BYLAW NO. 1927

"Langford Zoning Bylaw, Amendment No. 706, (957 Walfred Road), Bylaw No. 1927, 2023". (SECOND AND THIRD READING)

MOVED BY: SZPAK
 SECONDED: HARDER

THAT Council give Bylaw No. 1927 second and third readings.

Motion CARRIED.

13.2 BYLAW NO. 2029

"Road Closure Bylaw No. 2029 (726 Percy Pl), 2023". (ADOPTION)

MOVED BY: MORLEY
 SECONDED: WAGNER

THAT Council adopt Bylaw No. 2029.

Motion CARRIED.

13.3 BYLAW NOS. 2149 & 2150

"Langford Official Community Plan Bylaw, Amendment No. 49, (2207 Millstream Road), Bylaw No. 2149, 2024". (FIRST READING)

AND

"Langford Zoning Bylaw, Amendment No. 708 (2207 Millstream Road), Bylaw No. 2150, 2024". (FIRST READING)

MOVED BY: WAGNER

SECONDED: GUIRY

THAT Council give Bylaw No. 2149 and Bylaw No. 2150 first readings.

Motion CARRIED.

13.4 BYLAW NO. 2156 (Background report attached)

"Sewer Utility Bylaw Amendment No. 7, Bylaw No. 2156, 2024". (FIRST, SECOND AND THIRD READING)

MOVED BY: SZPAK

SECONDED: GUIRY

THAT Council give "Sewer Utility Bylaw Amendment No. 7, Bylaw No. 2156, 2024" first, second and third reading.

Motion CARRIED.

13.5 BYLAW NO. 2154

"Langford Zoning Bylaw, Amendment No. 710 (Text Amendment to Increase Daycare Capacity), Bylaw No. 2154, 2024". (FIRST READING)

Councillor Guiry left the meeting at 8:44 pm. due to a non-pecuniary conflict.

MOVED BY: HARDER

SECONDED: MORLEY

THAT Council give Bylaw No. 2154 first reading.

Motion CARRIED.

Councillor Guiry returned to the meeting at 8:45 pm.

14. **ADJOURNMENT**

MOVED BY: HARDER

SECONDED: GUIRY

THAT Council adjourn the meeting.

Mayor Goodmanson adjourned the meeting at 8:46 pm.

Motion CARRIED.

Presiding Council Member

Certified Correct - Corporate Officer



City of Langford

Special Council Minutes

January 22, 2024, 4:00 p.m.

Council Chambers

PRESENT:	Mayor S. Goodmanson Councillor K. Guiry Councillor C. Harder Councillor M. Morley	Councillor L. Szpak - Remote Councillor M. Wagner Councillor K. Yacucha
ATTENDING:	D. Kiedyk, Chief Administrative Officer B. Hutchins, Director of Corporate Services M. Watmough, Deputy Director of Corporate Services M. Baldwin, Director of Planning and Subdivision M. Dillabaugh, Director of Finance	K. Balzer, Director of Engineering and Public Works Y. Nielsen, Director of Parks, Recreation and Facilities K. Dube, Senior Manager of Information Technology and GIS D. Petrie, Senior Manager of Business Development and Events

Meeting available by teleconference

1. CALL TO ORDER

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

2. TERRITORIAL ACKNOWLEDGEMENT

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

3. APPROVAL OF THE AGENDA

MOVED BY: YACUCHA

SECONDED: MORLEY

THAT Council approve the agenda as presented.

Motion CARRIED.

4. IN CAMERA RESOLUTION

MOVED BY: HARDER

SECONDED: YACUCHA

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

- 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.

Motion CARRIED.

5. ADJOURNMENT

MOVED BY: GUIRY

SECONDED: HARDER

THAT Council adjourn the meeting.

Mayor Goodmanson adjourned the meeting at 5:59 pm.

Motion CARRIED.

Presiding Council Member

Certified Correct - Corporate Officer



City of Langford

Special Council Minutes

January 29, 2024, 9:00 a.m.
Council Chambers

PRESENT:	Mayor S. Goodmanson Councillor K. Guiry Councillor C. Harder Councillor M. Morley	Councillor L. Szpak - Remote Councillor M. Wagner Councillor K. Yacucha
ATTENDING:	D. Kiedyk, Chief Administrative Officer B. Hutchins, Director of Corporate Services M. Watmough, Deputy Director of Corporate Services M. Dillabaugh, Director of Finance	K. Dube, Senior Manager of Information Technology and GIS C. Klein, Manager of Human Resources B. Boisvert, Legislative Services Administrative Coordinator

1. CALL TO ORDER

Mayor Goodmanson called the meeting to order at 9:10 am.

2. TERRITORIAL ACKNOWLEDGEMENT

Councillor Guiry 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: YACUCHA
SECONDED: MORLEY

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

- labour relations or other employee relations;
- 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;

- 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.

Motion CARRIED.

5. ADJOURNMENT

MOVED BY: HARDER
SECONDED: WAGNER

THAT Council adjourn the meeting.

Mayor Goodmanson adjourned the meeting at 4:08 pm.

Motion CARRIED.

Presiding Council Member

Certified Correct - Corporate Officer



City of Langford

Staff Report to Council

DATE: Monday, February 5, 2024

DEPARTMENT: Planning

SUBJECT: Complete Communities Grant

EXECUTIVE SUMMARY:

The purpose of this report is to obtain Council support for a joint grant application between the City of Colwood (as primary applicant), City of Victoria, District of Saanich, District of Oak Bay, Township of Esquimalt, and City of Langford (supporting partners) and the Community Social Planning Council.

The grant falls under the “Complete Communities Program” administered through the Union of BC Municipalities (UBCM) on behalf of the Province. The goal of the program is to provide a diversity of housing to meet identified community needs and accommodate people at all stages of life, and to provide a wider range of employment opportunities, amenities, and services within a 15–20-minute walk radius.

As part of this application, the funds have been earmarked to support the existing Regional Household Affordability Project (RHAP), which is a regional (CRD) collaboration focused on helping partner municipalities address the issue of housing affordability through policy research and data analysis, capacity building, engagement, and dialogue.

BACKGROUND:

The Regional Household Affordability Project (RHAP) began with Colwood hosting a regional roundtable group on household prosperity with Victoria and Saanich participating in the first year. The project expanded in the second year to include Langford, Esquimalt, and Oak Bay. RHAP has also engaged with staff and councils from other municipalities across the CRD.

To date, the project has delivered several learning sessions for council members, public webinars on affordable housing and household prosperity, created a staff “community of practice”, and piloted an affordable housing toolkit on best practices and resources available to municipal governments.

Initially, RHAP was funded through the UBCM Poverty Reduction Grant stream in Phase one (July 2022 - June 2023) and Phase two (July 2023 to June 2024). While this stream will not be available for a third round of funding, UBCM has suggested their *Complete Communities Grant* as an appropriate funding stream for continuing the RHAP work (RHAP Phase 3).

Completed Activities from RHAP's First Phase Include: (Project timeline: July 2022 to July 2023)

- Regular Community of Practice meetings with municipal staff
- Councillor Learning Sessions
- Piloting of BC Housing Affordability Toolkit and publication of [Federal Housing Affordability Toolkit](#)
- Creation of the [Drivers of Homelessness Report](#) – focused on experiences of regional homelessness and challenges related to housing using local data
- [Filling the Gaps Reports](#) – Assessment using UBC's Housing Assessment Resource Tools (HART) methodology to highlight key areas of municipal housing needs
- [Educational Webinar series](#)

RHAP Phase Two Activities Included: (Project timeline: July 2023 to July 2024)

- Ongoing Community of Practice meetings and Councillor Learning Sessions
- Regional Tenant Assistance Policy – feasibility study and report
- Housing Needs Assessment data and dashboard – using the UBC HART method for key areas of housing needs at the regional level
- Producing briefs and best practices reports – focused on evidence and solutions related to regional housing affordability
- BC Toolkit – updating the toolkit piloted in the first phase of the project, to include new provincial legislation and key initiatives

COMMENTARY:

The Complete Communities Program, administered by the Union of British Columbia Municipalities (UBCM) on behalf of the Province, supports local governments in assessing their strengths, opportunities, and challenges with respect to housing, and helps to identify actions to increase their 'completeness', with respect to housing, transportation, and/or infrastructure. The RHAP project application will focus on housing equity and affordability, with consideration for daily needs and transportation as they relate to housing affordability, household prosperity and community completeness.

What is a 'complete community'?

A complete community provides a diversity of housing to meet identified community needs and accommodate people at all stages of life, and provide a wider range of employment opportunities, amenities, and services within a 15-20-minute walk radius. Complete communities can be more efficient to service with infrastructure and have the potential to reduce community greenhouse gas (GHG) emissions associated with transportation. This definition of complete communities is intended to operate as an overall goal, recognizing that complete communities may look different across regions"¹

¹ [Complete communities - Province of British Columbia \(gov.bc.ca\)](#)

Collaborative Funding Applications for Regional Projects

This collaborative regional funding application will be led by the City of Colwood (primary applicant). As a regional project, base funding available would be \$150,000 (included with the first applicant), plus up to an additional \$50,000 for additional eligible applicants (Municipal partners). It is expected that regional projects will demonstrate cost-efficiencies to be eligible for the maximum grant request.

Project Partners for RHAP Phase 3 include:

- Colwood (Host and Lead City)
- Victoria (Municipal Partner)
- Saanich (Municipal Partner)
- Oak Bay (Municipal Partner)
- Esquimalt (Municipal Partner)
- Langford (Municipal Partner)

Regional Household Affordability and Prosperity Project (RHAP)-Phase 3

The RHAP project has improved communication and collaboration on housing policy between staff in participating municipalities and among elected officials across the region. The result is a more cohesive and concerted regional effort to tackle the pervasive issues of affordability and housing that transcends municipal boundaries.

In Phase three of the project (under the Complete Communities grant), the critical work will continue, supporting capacity and collaboration on affordable housing policy across the region through the Community of Practice, workshops with municipal leadership, data collection and analysis support (where needed), an equity analysis and assessment, and support to municipal level priorities as they relate to housing, affordability, and community needs.

The Complete Communities Program identifies three categories of activities that are eligible for funding: Prepare, Assess, and Act. Examples of each are outlined below.

- **PREPARE** - Prepare municipalities to use and share spatial data resources and review of community context and identified community goals that support complete communities: identification of priority data sets, review of data already being collected and used by municipal partners, gaps analysis and harmonization; conduct an equity assessment of data available and gaps; engagement to identify and understand priorities, municipally and regionally; fill priority data gaps;
- **ASSESS** - Assessment of strengths, opportunities, and challenges for housing affordability and community completeness; Spatial analysis of selected lenses; engagement on municipal level data profiles and community priorities; creation of scenarios to test potential actions for municipal priorities (customized to municipal priorities and needs), analysis of potential trade-

offs for different potential actions and of how these actions may help achieve community goals; and

- **ACT** - Recommendations on amendment or updating of municipal housing policies or plans that stem from the assessment, through creation of a menu of recommendations and draft tools that municipalities can choose from, dependent on local needs and capacity to implement. Individual municipalities can propose changes and update plans that support complete communities, using current, updated, and shared regional data; share outcomes and best practices.

The City of Colwood would manage the implementation of the project, with support from the Community Social Planning Council, including hiring consultants, convening partners, meeting management, community engagement and other related activities.

FINANCIAL IMPLICATIONS:

There are no direct costs to the City for undertaking this work, apart from staff time to write this report and oversee communication with our partners.

LEGAL IMPLICATIONS:

None.

OPTIONS:

Option 1

THAT Council support the Regional Household Affordability and Prosperity Project (RHAP) in applying for grant funding through the UBCM Complete Communities Grant to allow for the continuation of the work achieved in Phases 1 and 2, in collaboration with partnering municipalities;

AND

THAT Council endorses the City of Colwood to be the primary applicant that will provide overall grant management for the project along with the Community Social Planning Council leading the project as the Community Lead in a consulting relationship.

OR Option 2

THAT Council do nothing at this time with respect to the RHAP grant application.

SUBMITTED BY: David Sametz, MCIP, RPP, Senior Planner – Long Range Planning

Concurrence: Leah Stohmann, MCIP, RPP, Deputy Director of Planning and Subdivision

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

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

Concurrence: Matthew Baldwin, MCIP, RPP, Director of Planning and Subdivision

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

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

Concurrence: Marie Watmough, Deputy Director of Corporate Services

Concurrence: Braden Hutchins, Director of Corporate Services

Concurrence: Darren Kiedyk, Chief Administrative Officer



City of Langford

Staff Report to Council

DATE: Monday, February 5, 2024

DEPARTMENT: Planning

SUBJECT: Local Government Capacity Funding Grant

EXECUTIVE SUMMARY:

The Province of BC has recently enacted a number of legislative changes intended to expedite housing construction in BC. While staff will prepare a separate report in the near future to discuss the implications and options for Langford, the legislation essentially requires local governments to establish a minimum number of dwelling units per lot in traditional single family residential neighbourhoods, to permit secondary suites in all single-family dwellings, and furthermore to shift their legal planning framework to be more pro-active to housing needs and less reliant on the rezoning process.

The City of Langford was awarded a \$379,457 grant from the Province, which can be used either to directly complete the work required by the legislation or to complete projects that will support population growth. As budgets have already been established for much of the mandated work to be addressed in the short term, Council may wish to instead allocate this grant funding to eligible projects that are currently unfunded. Staff recommend that this grant funding be utilized for the Parks, Recreation and Trails Master Plan, the Transportation Master Plan and the Active Transportation Plan, thereby maximizing workplan and public engagement efficiencies, as well as aligning with Council objectives identified in the Strategic Plan and allowing these projects to proceed without the requirement for another City funding source.

BACKGROUND:

On December 7, 2023, the Province of BC enacted a number of legislative changes intended to expedite the construction of more homes throughout BC. These changes are summarized below at a high level.

Bill 44 (Residential Development)

This Bill includes amendments to the *Local Government Act* that require local governments to make the following changes to their Zoning Bylaws prior to June 30, 2024:

- *Small-Scale Multi-Unit Housing (SSMUH)*: Zoning Bylaws must be amended to allow a minimum of 3-6 dwelling units (depending on lot size and proximity to transit) per residential lot that meets certain criteria (i.e. must be in a Zone restricted to one-or two-family uses, serviced with water and sewer, under 1 acre in lot area, among other criteria).
- *Secondary Suites*: Zoning Bylaws must be amended to allow secondary suites and/or detached accessory dwelling units in all single-family residential zones.

Staff will bring forward a more detailed report on how these changes affect Langford once additional analysis and mapping work is completed.

In addition, Bill 44 shifts local governments to a “Pro-Active Planning Framework” as follows:

- *Housing Needs Reports*: Required content and methodology for Housing Needs Reports has been updated to provide a more consistent and robust understanding of local housing needs both currently and over a 20-year time horizon. The Housing Needs Report based on these updated requirements must be completed prior to Jan 1, 2025, and must be updated every 5 years thereafter. *(NOTE: staff’s current workplan is to complete this work in 2024, such that the projected housing needs can be incorporated into the OCP Refresh project currently underway)*
- *Official Community Plans*: OCPs must now identify where and how the 20-year housing need as determined by the Housing Needs Report can be accommodated, and must include policies for affordable housing, rental housing and special needs housing. Furthermore, OCPs must now be reviewed every 5 years after the Housing Needs Report is updated to ensure alignment of the two documents. An actual update to the OCP will only be required if it no longer accommodates the new 20-year housing need projection. OCPs must be updated no later than December 31, 2025 to include the new required content. *(NOTE: staff’s current workplan is to complete the OCP Refresh project in spring 2025, and this required content will be incorporated at that time)*
- *Zoning Bylaws*: In addition to the immediate Zoning Bylaw updates required to incorporate the SSMUH and Secondary Suite requirements described above, local governments must now review their Zoning Bylaws every 5 years to ensure that the 20-year housing need can be met on pre-zoned land. Rezoning applications, particularly those for larger-scale and higher density development, are still anticipated to occur, however a base level of growth must be permitted. This review must be completed no later than December 31, 2025. *(NOTE: staff’s current workplan is to conduct this review after the OCP Refresh is complete, and prior to this legislated*

deadline)

- *Public Hearings:* While the legislation does not require the completion of the above work on Housing Needs Reports, OCPs, Zoning Bylaws until 2025, this Bill has established an immediate prohibition on holding Public Hearings for rezoning applications that are predominantly residential and in compliance with the current OCP. This means any rezoning application that meets these criteria and did not receive first reading prior to December 7, 2023 **MUST NOT** have a public hearing. While Council will still see a few public hearings for rezoning applications that were in-stream when this requirement was passed, there are otherwise three categories of rezoning applications moving forward:
 1. *Predominantly residential and OCP compliant applications:* Public Hearing **not permitted**.
 2. *Non-residential (i.e. commercial, industrial, institutional) or predominantly non-residential and OCP compliant:* Public Hearing **optional**.
 3. *OCP amendment required:* Public Hearing **required**.

While the legislation is clear on #1 and #3, Council has some flexibility with how to treat rezoning applications falling into #2 (an example of this is the current rezoning application to amend the CD3 (Westhills) Zone to allow a larger daycare in the Plexxis building in the Westhills core). A separate staff report will be drafted in order that Council can consider the options available to them in more detail.

Bill 47 (Transit-Oriented Areas)

Similar to the requirements for SSMUH, some local governments (including Langford) are required to adopt a bylaw prior to June 30, 2024 to establish Transit Oriented Areas around specified transit exchanges. In the case of Langford, the bylaw must establish minimum permitted heights/densities around the Langford Exchange on Station Ave and must remove any requirement for a new development proposal in that area (i.e. a project not currently zoned) to provide a minimum number of off-street parking spaces for residential uses (accessible parking and parking for non-residential uses can still be required).

Unlike the SSMUH regulations, any development application within the Transit Oriented Area is still subject to rezoning; however, applications meeting the height/density criteria may not be rejected on the basis of that height or density. As above, staff will prepare a more detailed report on how these changes affect Langford once some additional analysis and mapping work is completed.

Bill 46 (Development Finance Tools)

Also included in the collection of legislation changes are changes to the types of Development Cost Charges (DCCs) that can be collected by local governments, and the introduction of a new Amenity Cost Charge (ACC) tool. Council can consider applying any of the new DCC powers if/when any projects relating to the new infrastructure categories arise (i.e. fire halls, police facilities, solid waste facilities).

The new ACC tool is intended to provide a standardized and transparent method of collecting funds for the community amenities needed to support growing populations. Langford's Amenity Contribution Policy is a less formal version of this. While many other municipalities negotiate amenity contributions on a case-by-case basis, the current Amenity Policy does provide that clear expectation to the development community; however, it is applied and secured at the time of rezoning as a bonus for increased density. With the legislated planning framework shifting to be more pro-active with the intent of allowing more development through pre-zoning vs. individual rezoning applications, the Amenity Contribution Policy will be less effective. Similar to DCCs, a new ACC bylaw would trigger the payment of specified amenity contributions at the time of Building Permit or Subdivision approval and would not rely upon the rezoning process in order to be secured and payable. As this is an optional tool available to local governments, there isn't the same urgency to move this workplan forward as the other bodies of work included in the legislation. As per Council's Strategic Plan, staff will research the options further and prepare a report for Council's consideration by the end of 2024.

Local Government Capacity Funding Grant

Acknowledging the significant amount of staff time and resources required to complete all of this legislated work, the Province announced that they would be providing \$51 million in grant-based funding to local governments. The amount awarded to each municipality includes a flat funding amount as well as an additional per-capita amount. Langford's portion of this grant funding is **\$379,457**.

The Province recently released guidelines to provide additional detail with respect to the eligible use of these funds. The eligible project list is quite extensive, and includes the obvious projects directly related to implementing the legislation as well as a number of other plans, studies and assessments that will support population growth. Below is a list of example projects that are eligible:

- housing needs report (HNR)
- official community plan (OCP)
- zoning bylaw
- development cost charge (DCC) bylaw
- amenity cost charge (ACC) bylaw
- transit oriented density bylaw
- transportation, parks or neighbourhood plan
- procedures bylaw
- works and services bylaw
- parking bylaw
- infrastructure master plans
- asset management plans or strategies
- long-term financial plan
- capacity modelling/analysis
- condition and risk assessments
- demand management strategies
- stormwater surcharge or rainwater recharge studies

COMMENTARY:

While the proposed 2024-2028 Financial Plan has yet to receive consideration and approval by Council, staff note that the 2023-2027 Financial Plan already includes approved funding for the OCP Refresh project as well as Zoning Bylaw Updates and a general consulting budget. As such, staff already have pre-approved funding in place for the OCP Refresh project, the Housing Needs Report, and the body of work that must be completed by June 30, 2024.

Council's Strategic Plan identifies a number of new projects not accounted for in the 2023-2027 Financial Plan that are intended to commence this year. Rather than allocating this grant funding to work that is already accommodated by the current Financial Plan, Council may wish to instead approve staff to allocate these funds towards new, unfunded or partially funded eligible projects, allowing staff to start work in advance of full budget approval. In order to maximize efficiencies in resources and to allow for a coordinated public engagement strategy over multiple projects, Council may wish to direct the grant funds be used towards the Parks, Recreation and Trails Master Plan, the Transportation Master Plan and Active Transportation Plan.

FINANCIAL IMPLICATIONS:

Staff anticipate that the following budgets will be required for these projects:

- Parks, Recreation and Trails Master Plan - \$150,000
- Transportation Master Plan - \$100,000
- Active Transportation Plan - \$135,000

This amounts to a total of \$385,000. As such, the grant would cover all but \$5,543 of the anticipated cost of these three projects.

Providing approval to allocate the grant funding to these projects in advance of the full approval of the 2024-2028 Financial Plan will allow staff to commence work, to prepare requests for proposals for any

required consulting work, and to award contracts such that these workplans can be advanced more quickly and be better coordinated with the OCP Refresh project.

Furthermore, allocating grant funding to these three unfunded projects reduces pressure on the Budget process, as funds would no longer need to be allocated from taxation and/or surplus.

The Grant funding has been received by the City and must be used prior to December 31, 2025. This timing works well for the three identified projects, as they are all intended to commence this year and complete by Q3 2025.

LEGAL IMPLICATIONS:

None.

STRATEGIC PLAN INITIATIVES:

The various bodies of work described in this report are included in Council's Strategic Plan as follows:

- 1a: Refresh the Official Community Plan
- 1k: Update the Housing Needs Report
- 1o: Update the Zoning Bylaw to Reflect the New Small-Scale Multi-Unit Housing and Transit-Oriented Development Legislation
- 1p: Review the Zoning Bylaw to Ensure Alignment with the Housing Needs Report and OCP
- 4a: Develop a Transportation Master Plan
- 4b: Develop an Active Transportation Plan
- 6b: Development a Parks, Recreation and Trails Master Plan

Leveraging the grant funding to advance the unfunded or partially funded projects that have strategic value to commence prior to full budget approval will accelerate Council's goals and maximize the efficiencies that can be generated through coordinating the workplans for these projects.

OPTIONS:

Option 1

THAT Council direct staff to allocate the Local Government Capacity Funding Grant to the Transportation Master Plan, the Active Transportation Plan, and the Parks, Recreation and Trails Master Plan.

OR Option 2

THAT Council direct staff to allocate the Local Government Capacity Funding Grant to the following projects _____.

SUBMITTED BY: Leah Stohmann, MCIP RPP, Deputy Director of Planning and Subdivision

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

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

Concurrence: Matthew Baldwin, MCIP, RPP, Director of Planning and Subdivision

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

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

Concurrence: Marie Watmough, Deputy Director of Corporate Services

Concurrence: Braden Hutchins, Director of Corporate Services

Concurrence: Darren Kiedyk, Chief Administrative Officer



City of Langford

Staff Report to Council

DATE: Monday, February 5, 2024

DEPARTMENT: Fire Rescue

SUBJECT: Emergency Support Services Grant Application – ESS Trailer Modifications

BACKGROUND:

The Community Emergency Preparedness Fund (CEPF) is a suite of funding programs intended to support First Nations and local governments to better prepare for disasters and reduce risks from natural hazards in a changing climate. Funding is provided by the Province of BC and is administered by Union of BC Municipalities (UBCM). This grant application will be to the Emergency Support Services (ESS) Equipment and Training Funding Stream. The intent of this funding stream is to build local capacity to provide emergency support services through ESS volunteer recruitment, retention and training, and the purchase of ESS equipment.

ESS is a First Nations Government and Local Authority based provincial emergency response program designed to meet the basic needs of British Columbians impacted by disasters by providing short-term support in a compassionate manner. ESS is designed to provide support for disasters ranging from a single house fire to provincial level events involving large evacuations. These supports enable people to re-establish themselves as quickly as possible after an emergency or disaster. Under the *Emergency Program Act*, municipalities and regional districts are responsible for responding to emergencies in their areas, including providing emergency support services.

A Council resolution of support is a requirement of the funding application.

COMMENTARY:

The Langford ESS team currently has a truck and trailer containing group lodging and reception equipment and the trailer needs modifications and updating to continue to be able to meet the team's needs. Reception centres and group lodging are activated during a large emergency (i.e. apartment fire) or disaster (i.e. earthquake, wildfire) to provide immediate supports to evacuated residents.

If successful in the grant applications, the funding will be used to modify the trailer and to update supplies to increase the team's efficiency and capacity during reception centre and group lodging responses. The trailer lacks internal storage options (i.e. shelving, drawers) which makes loading and unloading the equipment both time consuming and labour intensive. It also creates challenges for

Emergency Support Services Grant Application – Truck and Trailer Modifications
20240205 - Council Report
Page 2 of 3

inventorying and maintaining supplies. The trailer has been in service since 2003 and with the growth of the City, additional supplies and equipment have been acquired to meet the community's increased needs requiring a redesign of the internal storage layout.

Many of the items in the trailer, due to their age, are in dire need of replacement and this grant will also be used to replace expired or deteriorated supplies (i.e. hygiene kits, towels, signage) as well as to purchase items to support diversity and inclusion. As well, over the past two years, ESS has been transitioning from a paper-based system to a modernized computer-based system and there are a number of supplemental items needed to support this system (i.e. power banks, secure storage).

Locally, and across the province, we are seeing the effects of climate change both in the frequency and intensity of disasters. This grant funding will strengthen our team's ability to help Langford residents in a disaster as well as be a potential asset to other communities in need. Through mutual aid agreements with neighbouring West Shore communities, or through resource requests through the province, these upgrades would allow Langford volunteers to better to support other communities seeking assistance.

FINANCIAL IMPLICATIONS:

The application will be for \$26,850 from the UBCM Community Emergency Preparedness Fund ESS Equipment and Training Funding Stream. No additional funding will be required from the City of Langford.

LEGAL IMPLICATIONS:

None

OPTIONS:

Option 1

That Council resolve that City staff be directed to apply to the Community Emergency Preparedness Fund – Emergency Support Services Equipment and Training Funding Stream and that Council supports the proposed activities and for staff to provide overall grant management.

OR Option 2

THAT Council does not support an application to the Community Emergency Preparedness Fund at this time.

SUBMITTED BY: Lt. Jenny Reid, Emergency Program Specialist

Concurrence: Fire Chief Chris Aubrey

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

Emergency Support Services Grant Application – Truck and Trailer Modifications
20240205 - Council Report
Page 3 of 3

- Concurrence:** Yari Nielsen, Director of Parks, Recreation and Facilities
- Concurrence:** Matthew Baldwin, MCIP, RPP, Director of Planning and Subdivision
- Concurrence:** Katelyn Balzer, P.Eng., Director of Engineering and Public Works
- Concurrence:** Michael Dillabaugh, CPA, CA, Director of Finance
- Concurrence:** Marie Watmough, Deputy Director of Corporate Services
- Concurrence:** Braden Hutchins, Director of Corporate Services
- Concurrence:** Darren Kiedyk, Chief Administrative Officer



Staff Report to Council

DATE: Monday, February 5, 2024

DEPARTMENT: Engineering

SUBJECT: Award of Construction Contract for Centre Mountain Business Park Work Package 4 Civil Works

EXECUTIVE SUMMARY:

The purpose of this staff report is to seek Council's approval to award the construction contract for Centre Mountain Business Park Work Package 4 Civil Works to the lowest bidder, Hazelwood Construction Services Inc., at an amount of \$ 4,408,940.67 plus GST funded via the appropriate LSA fund, as recommended by the consultant. The project was tendered publicly on BC Bid. The tender closed on Wednesday, December 20, 2023 at 2:00 p.m. A total of seven (7) bids were received. In accordance with the City's Purchasing Policy, all bids were opened and witnessed publicly. All seven (7) bids were confirmed by the consultant to be fully compliant. For clarification, this contract is separate from the previous Centre Mountain Residential Work Package 2 Phase 1 Earthworks contract considered and awarded by Council to Colecon Contracting Ltd. in the January 15th, 2024 regular Council meeting.

BACKGROUND:

Centre Mountain – Reconciliation and Boundary Adjustment Agreements

At the February 6, 2017 Regular Council meeting ([see staff report distributed at meeting](#)), Council approved the signing of the Reconciliation and Boundary Adjustment agreements; commonly referred to as the tripartite land swap between Beecher Bay First Nation, the District of Metchosin, and the City of Langford. This historic land swap was the beginning of the Centre Mountain development that will result in economic independence for Beecher Bay First Nation, the preservation of green space for Metchosin, and regionally beneficial services, housing, and jobs.

Centre Mountain Development LAS/LSAs Background

At the February 22, 2022 Regular Council meeting ([see agenda page 554](#)), Council adopted the following three bylaws related to the Centre Mountain development:

1. Centre Mountain Water Service Local Area Service Establishment Bylaw No. 2038, 2022;
2. Centre Mountain Residential Community Roadway Local Area Service Establishment Bylaw No. 2040, 2022; and
3. Centre Mountain Business Park Community Roadway Local Area Service Establishment Bylaw No. 2042, 2022.

At the July 18, 2022 Regular Council meeting ([see agenda page 405](#)), Council adopted the following three bylaws related to the Centre Mountain development:

1. Centre Mountain Water Service Loan Authorization Bylaw No. 2039, 2022;
2. Centre Mountain Residential Community Roadway Loan Authorization Bylaw No. 2041, 2022;
and
3. Centre Mountain Business Park Community Roadway Loan Authorization Bylaw No. 2043, 2022.

At the December 5, 2022 Regular Council meeting ([see agenda page 44](#)), Council adopted the following three additional bylaws related to the Centre Mountain development:

1. Centre Mountain Water Service Local Area Service Temporary Borrowing Bylaw No. 2106, 2022;
2. Centre Mountain Residential Community Roadway Local Area Service Temporary Borrowing Bylaw No. 2107, 2022; and
3. Centre Mountain Business Park Community Roadway Local Area Service Temporary Borrowing Bylaw No. 2108, 2022.

For further background information on the Centre Mountain development LAS/LSAs, please see the staff report from February 7, 2022 Regular Council meeting ([see agenda page 226](#)).

Centre Mountain Development Work Packages Background

The Centre Mountain development is divided into Centre Mountain Business Park (CMBP) and Centre Mountain Residential (CMR) with City Works generally phased as follows:

- Agreements/Approvals:
 - With landowners, MOE, MoTI, CRD, Metchosin, WSES, etc.
- Earthworks:
 - Stripping, grading, blasting, scaling, retaining walls, etc.
- Civil:
 - Deep Utilities Install: storm drain, sanitary sewer, watermain, etc.
 - Shallow Utilities Coordination: BC Hydro, Telus, Shaw, Fortis Gas, etc.
 - Road and Frontage Works: paving, curb/gutter, sidewalk, boulevard, landscaping, irrigation, driveways, streetlights, fence, paint, signage, etc.

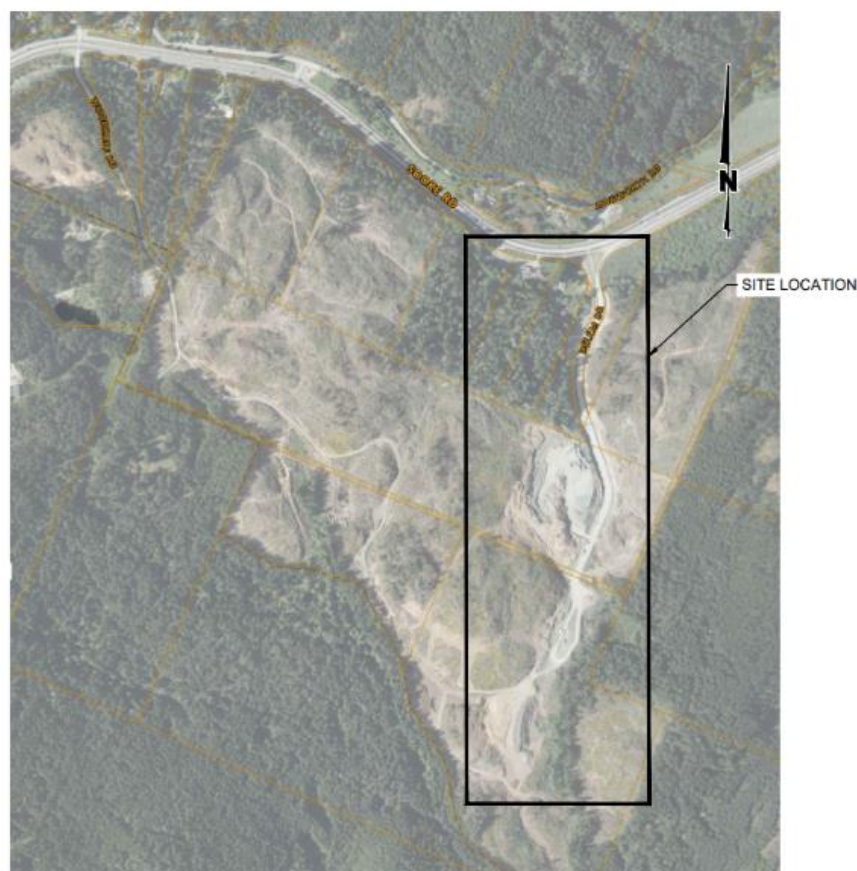
For tender and construction purposes, the Centre Mountain development LAS works were divided into nine packages as follows:

- Work Package 1: CMR new roadway (east section) spanning from Happy Valley Road to approximately 350m west.
- Work Package 2: CMR new connector roadway (west section) spanning from WP1 (west limit) to the boundary of the Centre Mountain Business Park.
- Work Package 3: Sooke Road works on existing Highway 14 at the proposed Business Park access (west of the intersection of Sooke Road and West Shore Parkway).
- Work Package 4: CMBP new roadway (east section) spanning from Sooke Road intersection (WP3 limits) south to the boundary of Centre Mountain Residential (WP2 limits).

- Work Package 5: CMBP new roadway (west section) cul-du-sac with emergency access to Woodruff Road spanning from the middle of WP4 west and north towards Sooke Road (no connection to Sooke Road here).
- Work Package 6: CMR new roadway (north section) spanning from the west end of WP2 to the proposed reservoir.
- Work Package 7: Intersection improvements and/or signalization of the two new intersections at Sooke Road (CMBP) and Happy Valley Road (CMR); to be included in WP3 and WP1, respectively.
- Work Package 8: New water pump station, reservoir, and three PRVs within the Centre Mountain development (CMBP and CMR).
- Work Package 9: For material supply, as necessary (CMBP and CMR).

COMMENTARY:

The approximate location and limits of Work Package 4 are shown in the Key Plan below (south of Sooke Road/Hwy 14 and east of Woodruff Road).



KEY PLAN
 2965 SOOKE ROAD,
 LANGFORD, BC
 N.T.S

The project was tendered publicly on BC Bid. The tender closed on Wednesday, December 20, 2023 at 2:00 p.m. A total of seven (7) 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, On Point Project Engineers Ltd., who prepared the following summary of tender bid price results in Table 1, listed in order of total bid price and corrected in accordance with the tender terms. The bid prices are listed exclusive of GST because the City claims the GST back. All bids were confirmed by the consultant to be fully compliant with the tender conditions.

Table 1: CMBP WP4 Civil Utilities Bid Summary

	<u>Total Cost (Corrected)</u>	<u>Total Cost (Submitted)</u>
Hazelwood Construction Services Inc.	\$ 4,408,940.67*	\$ 4,431,433.99
Draycor Construction Ltd.	\$ 4,477,662.40*	\$ 4,438,016.40
Vimex Contracting Ltd.	\$ 4,809,625.10*	\$ 4,809,619.10
Windley Contracting Ltd.	\$ 4,950,020.00	\$ 4,950,020.00
Milestone Equipment Contracting Inc.	\$ 5,014,091.00	\$ 5,014,091.00
Don Mann Excavating Ltd.	\$ 6,544,352.00	\$ 6,544,352.00
Copcan Civil Ltd.	\$ 7,261,900.00	\$ 7,261,900.00

**Tender price adjusted due to minor arithmetic errors*

Staff were not advised of any budgetary issues but were advised of a potential schedule conflict with the ongoing Earthworks Contract for Work Package 4 which was not anticipated at the time of tender. Staff notified the lowest bidder of the current specifics of the potential schedule conflict and received assurances that this would not impact to their submitted bid, nor incur delays, nor affect their capacity.

Staff recommend awarding the construction contract for Centre Mountain Business Park Work Package 4 Civil Works to the lowest bidder, Hazelwood Construction Services Inc., at an amount of \$4,408,940.67 plus GST.

FINANCIAL IMPLICATIONS:

This construction contract will be funded via the appropriate LSA fund, as recommended by the consultant. There are no budgetary issues to report at this time.

LEGAL IMPLICATIONS:

The City must either award or cancel the tender within 60 calendar days of the tender closing date.

STRATEGIC PLAN INITIATIVES:

- Item 6c – Continue to Take Action Towards Reconciliation

OPTIONS:**Option 1**

THAT Council award the construction contract for Centre Mountain Business Park Work Package 4 Civil Works to Hazelwood Construction Services Inc. at an amount of \$4,408,940.67 plus GST funded via LSA funds;

AND

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

OR Option 2

THAT Council not award the construction contract for Centre Mountain Business Park Work Package 4 Civil Works at this time.

SUBMITTED BY: Katelyn Balzer, P.Eng., Director of Engineering and Public Works

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

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

Concurrence: Matthew Baldwin, MCIP, RPP, Director of Planning and Subdivision

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

Concurrence: Marie Watmough, Deputy Director of Corporate Services

Concurrence: Braden Hutchins, Director of Corporate Services

Concurrence: Darren Kiedyk, Chief Administrative Officer



City of Langford

Staff Report to Council

DATE: Monday, January 15, 2024

DEPARTMENT: Engineering

SUBJECT: Request for Construction Licence – Application to Occupy Permit Parking Stalls at 870 McCallum Road

EXECUTIVE SUMMARY:

In advance of a Construction Impact Management Strategy and 'Good Neighbour' Policy, both identified as initiatives in the 2023-2027 Council Strategic Plan, and the potential bylaw amendments that may result from that engagement process, staff have been requiring developers to submit a request for a construction licence to occupy existing public assets in the City's road right-of-way for Council's consideration.

The applicant, Orion Construction Ltd., owner of 870 McCallum Road, is requesting a licence to occupy all of the permit-only parking stalls in their frontage on McCallum Road for health and safety purposes arising from the proximity of those spots to the construction site for a period of up to 22 months. In order to build their approved multi-family development, construction activities will be occurring directly adjacent to or below the permit parking stalls, including but not limited to: drilling, blasting, rock breaking and underpinning. The applicant wishes to barricade or fence off this area for their exclusive use, for purposes including but not limited to: trailer storage, material storage, trades parking and front deliveries. See the attached draft licence agreement CON23-0172 and the notice of this application that has been delivered to the permit holders.

In the event that the space is occupied for the full 22-month period, the City will receive revenue of approximately \$65,000.00.

BACKGROUND:

At the November 20th, 2023 Regular Council meeting, a decision was made ([see agenda page 75-93](#)) to charge the following additional fees on all future road surface occupation construction licences, as an interim measure for street occupancy, until the resultant recommendations for bylaw amendments being brought forward to Council from the Construction Impact Management Strategy and 'Good Neighbour' Policy engagement are adopted:

- A one-time licence administration fee in the amount of \$2,500;

Request for Construction Licence – Application to
 Occupy Permit Parking Stalls at 870 McCallum Road
 20240115 Council Report
 Page 2 of 4

- \$0.85 per square metre per day to occupy existing public sidewalks or parking stalls; and
- \$1.15 per square metre per day to occupy existing public bike lanes or vehicular lanes.

This is essentially a daily rental fee for the exclusive private use of public lands that is being applied fairly to all. Staff are not proposing charging for temporary occupancy of airspace or frontages with no existing formalized public assets.

COMMENTARY:

The applicant, Orion Construction Ltd., owner of 870 McCallum Road, is requesting a licence to occupy all of the permit-only parking stalls in their frontage on McCallum Road for health and safety purposes due to proximity to construction for a period of up to 22 months; see attached draft licence agreement CON23-0172. See Figure 1 for the approximate proposed licence area and location. The applicant is constructing a multi-family development on this site. The lot is triangular in shape and located between McCallum Road, Secretariat Way, and Citation Road.



Figure 1: 870 McCallum Road Approx. Proposed Licence Area

In order for the applicant to build their approved multi-family development, the following construction activities will be occurring directly adjacent to or below the permit parking stalls, including but not limited to: drilling, blasting, rock breaking and underpinning. The applicant wishes to barricade or fence off this area for their exclusive use, for purposes including but not limited to: trailer storage, material storage, trades parking and front deliveries.

The applicant has indicated that they would not feel comfortable proceeding with the construction activities required to build their development with the public that close. They have also indicated that there is no other location in their frontage or onsite to place the site trailer (which is primarily used for occupational health and safety program purposes).

The scalloped parking stalls in their frontage on McCallum Road, west of Cavalcade Terrace (a strata road), is permit-parking only. As per the City's records, 32 permits have been issued to 13 residences on McCallum Road and Cavalcade Terrace. The City delivered notices to the owners and occupants of all 13 residences the week prior to this Council meeting, to notify them of the application for Council's consideration, what will happen if the licence agreement is approved, how to submit correspondence, ask questions of staff, and participate in the Council meeting; see attached notice of application for licence agreement to occupy – delivered to permit holders.

FINANCIAL IMPLICATIONS:

All fees collected, approximately \$65,000.00 over the full term, would be revenue that may be used for neighbourhood improvements to counteract the temporary loss of use of the public infrastructure or as otherwise approved by Council through the 5-year financial plan budget process.

LEGAL IMPLICATIONS:

A licence agreement, approved by Council, with fair consideration, is necessary for the development to proceed. That said, Council is not obligated to approve the license agreement.

STRATEGIC PLAN INITIATIVES:

- Item 1f – Develop a Construction Impact Management Strategy and 'Good Neighbour' Policy

OPTIONS:

Option 1

THAT Council approve the terms of the licence as attached, AND
Authorize Mayor and CAO, or Corporate Officer to execute licence agreement CON23-0172 subject to such minor amendments as may be necessary.

OR Option 2

THAT Council authorize Mayor and CAO, or Corporate Officer, to execute licence agreement CON23-0172 with the following amendments:

- a. _____;
- b. _____;
- c. _____.

OR Option 3

THAT Council not approve licence agreement CON23-0172.

SUBMITTED BY: Katelyn Balzer, P.Eng., Director of Engineering and Public Works

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

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

Concurrence: Matthew Baldwin, MCIP, RPP, Director of Planning and Subdivision

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

Concurrence: Marie Watmough, Deputy Director of Corporate Services

Concurrence: Braden Hutchins, Director of Corporate Services

Concurrence: Darren Kiedyk, Chief Administrative Officer

Attachments: Licence Agreement CON23-0172

Notice of Application for Licence Agreement to Occupy – To Permit Holders

LICENCE AGREEMENT
CON23-0172

This licence is dated for reference the 5th day of February, 2024

BETWEEN:

City of Langford
2nd Floor, 877 Goldstream Avenue
Langford, British Columbia
V9B 2X8

(the "City")

AND:

Orion Construction Ltd.
105-19923 80A Ave
Langley, B.C. V2Y 0R3

(the "Licensee")

GIVEN THAT:

- A. Licensee is the purchaser of the property civilly identified as 870 McCallum Road, Langford, BC legally described as:

PID: 031-264-301

Legal: LOT 1, SECTION 112A, ESQUIMALT DISTRICT, PLAN EPP98870

(the "Property");

- B. The City owns and maintains the road bordering the Property, civilly identified as McCallum Road (the "Road");
- C. The Licensee has requested a licence to occupy upon a portion of the Road from the City as a result of the Licensee constructing a 6-story multifamily rental building (the "Building");
- D. As authorized under the *Community Charter*, the City may permit a licence to occupy on land that is owned by the City.

THIS LICENCE is evidence that in consideration of the mutual promises contained in this Licence and the payment of \$10.00 by the Licensee to the City (the receipt and sufficiency of which the City acknowledges), the parties covenant and agree as follows:

1. The City hereby grants a licence to the Licensee of that portion of the land approximately 111.48 m², specifically identified on the sketches attached as Schedule "A" to this Licence (the "Licence

Area”), for the sole purpose of a staging area during the construction of the Building (the “Licence”). The City grants this Licence subject to the terms and conditions of this agreement.

2. The term of this Licence shall be for 22 months, commencing on January 30th, 2024 (the “Term Commencement Date”) and shall terminate on November 30th, 2025 (the “Term”), unless terminated sooner pursuant to the terms of this Licence.
3. Concurrently with the signing of this Licence, the Licensee will give to the City bonding in an amount set by the City, which shall be the approximate cost of restoring the Licence Area and adjacent Road at the end of the Term.
4. In consideration of the granting of this Licence, the Licensee will pay to the City the following:
 - (a) a one-time licence administration fee in the amount of \$2,500.00 (the “Administrative Fee”);
 - (b) an encroachment fee at a daily rate of \$94.76 unless a different amount is established by City policy (the “Encroachment Fee”). For clarity, the parties agree that the Encroachment Fee may be subject to adjustments as per City policy.
5. The Encroachment Fee shall be paid on a monthly basis, calculated according to the number of calendar days in each month. The Licensee will pay the first monthly instalment on the Term Commencement Date for the period from such Term Commencement Date to the last day of the month. Thereafter, subsequent monthly instalments shall be in advance on the first day of each ensuing month.
6. The Licensee will ensure that its contractors, agents, and employees:
 - (a) Carry out the work in a good and workmanlike manner, in order to cause no unnecessary damage or disturbance to the Licence Area or the adjacent Road;
 - (b) Not use the Licence Area for any purpose other than those herein specifically set out;
 - (c) Keep and maintain the Licence Area and the adjacent Road in good and sufficient repair to the satisfaction of the City;
 - (d) Replace and relocate any plants and greenery displaced by the use of the Licence Area at their own expense, including irrigation and plant replacement costs during the Term.
7. The Licensee’s obligations shall include but are not limited to:
 - (a) Provide traffic control and delineation measures satisfactory to the Director of Engineering;
 - (b) Ensure that at least one contact person is available by telephone 24 hours per day and is available to attend the Licence Area within one hour of request by the City;
 - (c) Provide and maintain all signage as may be required by the City;
 - (d) Keep the Road adjacent to the Licence Area clear of all debris and obstructions;
 - (e) Provide to the City:

- i. a construction parking and delivery management plan; and
 - ii. a mitigation plan pursuant to section 2.5 of the City of Langford's Bylaw 1000, prior to entering into the Licence;
 - iii. Upon the City's request, a Traffic Management Plan ("TMP"). The TMP may be modified at any time during the Term upon request and to the satisfaction of the Director of Engineering. Nothing in the TMP shall be removed throughout the Term without the prior written consent of the Director of Engineering.
8. Upon the last day of the Term, or upon earlier termination of the License, the parties will complete an inspection to ensure the Licensee has left the Licence Area in a condition comparable to the condition of the Licence Area at the signing of this Licence. The Licensee agrees that the City may deduct amounts from the bond and will pay the City any additional amounts required to return the Licence Area to its original condition. The City will return the bond or remainder thereof, if any, within 30 days of the completion of this inspection.
9. The Licensee acknowledges that this is a non-exclusive licence and that the City and its officers, employees, contractors and agents may enter into and upon the Licence Area at all reasonable times for the purpose of constructing, maintaining and inspecting or removing any public works or utilities, and ensuring the Licensee's compliance with this Licence.
10. The Licensee shall indemnify, defend and hold harmless the City, and its elected and appointed officials, officers, employees, contractors and agents, from and against all claims, actions, damages, liabilities, costs (including legal costs), and expenses arising from any occurrence on or within the Licence Area or the Road adjacent to, or caused by or contributed to by the negligence or other default of the Licensee in respect of anything done pursuant to or ostensibly pursuant to this Licence. The Licensee is not liable for any act or omission on the part of the City, its authorized agents or employees in respect of anything done under this Licence. This indemnity shall survive the expiry or earlier termination of this Licence.
11. The Licensee agrees to obtain and maintain at its sole expense general liability insurance in an amount not less than \$5,000,000.00 per occurrence, and the insurance policy shall:
 - (a) name the City of Langford as additional insured;
 - (b) include that the City is protected notwithstanding any act, neglect, or misrepresentation by Licensee which might otherwise result in an avoidance of a claim and that such policies are not affected or invalidated by any act, omission or negligence of any third party which is not within the knowledge or control of the insured;
 - (c) be issued by an insurance company entitled to carry on the business of insurance under the laws of British Columbia with a financial credit rating of "A" or better;
 - (d) be primary and non-contributing with respect to any policies carried by the City and that any coverage carried by the City is in excess coverage;

- (e) not be cancelled or materially modified without the insurer providing the City with 30 days written notice stating when such cancellation is to be effective or identifying the modification;
 - (f) be maintained for a period of 12 months after this Licence is terminated;
 - (g) include a cross liability clause such that the City and Licensee are each insured as if each had purchased the policy of insurance; and
 - (h) be on other terms acceptable to the City, acting reasonably.
12. The Licensee will promptly provide the City with certificates of insurance confirming the insurance requirements under this Licence are met upon the execution of this Licence and thereafter upon demand by the City, including evidence of any material amendment to the policy.
 13. If the Licensee fails to maintain insurance as required by this Licence, the City in its sole discretion may, after fourteen (14) days' notice to the Licensee, obtain such insurance in whole or in part. If the City obtains such insurance, the Licensee shall reimburse the City for the cost of that insurance plus a fifteen percent (15%) administration fee, within fifteen (15) days of receiving a written invoice from the City. For Clarity, the City has no obligation to obtain any insurance required to be maintained by the Licensee.
 14. The Licensee understands and agrees that the City may at any time after 90 days, in its sole discretion, terminate this licence upon written notice to the Licensee. If the City terminates this Licence, the Licensee shall, at its own expense, within such time as may be specified by the City, restore the Licence Area to its original state to the satisfaction of the City.
 15. If the Licensee chooses not to renew this Licence and fails to clear the Licence Area as required under this Licence, the City and its agents may remove all fixtures, chattels, improvements, personal property and all other things on the Licence Area. The cost of removal will be a debt due and owing to the City by the Licensee upon receipt by the Licensee of the City's invoice.
 16. The Licensee acknowledges there are no covenants, agreements, conditions, representations, or warranties by or binding on the City with respect to the Licence Area except as expressly set out in this Licence and the Schedules attached to this Licence.
 17. Nothing in this Licence exempts the Licensee from complying with all applicable laws, including all municipal bylaws, or from obtaining all required permits and licenses relating to the use of the Licence Area.
 18. The Licensee releases and forever discharges the City from all manner of claims of any nature whatsoever which may arise by reason of any act or omission of the City pursuant to this Licence.

19. Notwithstanding any provision of this Licence, the Licensee shall not be entitled to compensation for injurious affection or disturbance resulting in any way from the removal of the Licence and, without limitation, shall not be entitled to business losses, loss of profit, loss of market value, relocation costs or other consequential loss by reason of the termination of the Licence.
20. This Licence grants no interest in land in the Licence Area to the Licensee.
21. Waiver of any default by either party shall not be deemed to be a waiver of any subsequent default.
22. The Licensee is not permitted to assign this Licence, in whole or in part, and shall not permit or suffer any other person to occupy the whole or any part of the Licence Area.
23. The Licensee may not sublicense this Licence without the City's prior written consent.
24. Whenever the singular or masculine is used in this Licence, the same is deemed to include the plural or feminine or the body politic or corporate as the context requires.
25. Every reference to each party is deemed to include the heirs, executors, administrators, permitted assigns, employees, servants, agents, contractors, officers, elected officials, directors and invitees of such party, where the context so permits or requires.
26. If any portion of this Licence is held invalid by a court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the remainder of this Licence.
27. The provisions herein contained constitute the entire agreement between the parties and supersede all previous communications, representations and agreements, whether verbal or written, between the parties with respect to the subject matter hereof.
28. Time is of the essence.
29. This Licence enures to the benefit and is binding upon the parties and their respective successors, heirs and permitted assigns.
30. The schedules referred to in this Licence and attached hereto form a part of this Licence.
31. Any notice or communication required or permitted to be given under this Licence will be in writing unless otherwise specified and will be effectively given if emailed, or mailed in Canada by first class mail, postage prepaid, delivered and addressed or directed as follows:

To the City at:

Attention: Director of Engineering
City of Langford
2nd Floor, 877 Goldstream Avenue
Langford, B.C. V9B 2X8

Email: kbalzer@langford.ca

To the Licensee at:

Attention: Aiden Virani
Orion Construction Ltd.
105-19923 80A Ave
Langley, B.C. V2Y 0R3

Email: avirani@orionconstruction.ca

or to such other address as a party may specify by notice given as set out above.

32. Any notice or other communication will be deemed to have been received as follows:
- (a) if delivered before 4:00 p.m., on the date of delivery if it is a business day and otherwise on the next business day;
 - (b) if mailed, on the third business day following the date on which it was mailed; and
 - (c) If emailed, on the date the email was sent if sent before 4:00 p.m. on a business day, and otherwise on the next business day.
33. This Licence 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 Licence 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 Licence will be treated, for the purposes of validity, enforceability, and admissibility, the same as hand-written signatures.

34. In this Licence, “business day” means any day Monday through Friday, except statutory holidays.

TO EVIDENCE THEIR AGREEMENT each of the parties has executed this Licence on the date first noted above.

Orion Construction Ltd. has executed this Licence by its authorized signatories:

Authorized Signatory

City of Langford has executed this Licence by its authorized by its authorized signatories:

Mayor

Chief Administrative Officer

Schedule A

Map begins on subsequent page

PROJECT INFORMATION

Copyright Reserved: These drawings are at all times the property of the Architect. Reproduction in whole or in part without written consent of the Architect is prohibited.

consultants:

LEGAL DESCRIPTION: LOT 1, SECTION 112 A, EPP98870, District - LANGFORD

CIVIC ADDRESS: 2691 SECRETARIAT WAY LANGFORD, BC, V9B 5T1

ZONING DATA

CURRENT ZONING: RM7A

	ALLOWED / REQUIRED	PROPOSED
LOT AREA :	N/A	2440.52 m ²
DENSITY:	3.00 (FSR)	2.97 (FSR)
BUILDING HEIGHT:	N/A	20.49 m (67'-3")
BUILDING HEIGHT AS PER BCBC 2018:	18 m	17.77 m (58'-3 1/2")
STOREYS:	6 storeys	6 storeys
UNITS:	N/A	84
SITE COVERAGE (%):	-	55.38 %
SETBACKS:		
FRONT :	7.5 m	0.0 m
SIDE :	3.0 m	0.0 m
OTHER SIDE :	7.5 m	0.0 m
(REAR)MCCALLUM ROAD:	3.0 m	2.0 m

	ALLOWED / REQUIRED	PROPOSED
PARKING CALCULATION :		
RESIDENTIAL PARKING :	1.25 PER DW UNIT	
PARKING :	105	106
SMALL CARS:	35%	31 STALLS (29.3%)
HC PARKING:	1 / 50 STALLS	2 STALLS
SURFACE PARKING:	-	13 STALLS
BASEMENT PARKING :	-	93 STALLS
BICYCLE PARKING :		
CLASS 1	84	102 (66+36)
(1 PER DW)		36 (one in each den)

GROUND COVERAGE: 1351.65 SQM. (14,549.00 SQFT.)
(ramp for the basement not included)

BUILDING AREAS:

FIRST FLOOR AREA: 1204.10 SQM. (12,960.65 SQFT.).
(bike storage and amenity area not included)

2nd FLOOR AREA: 1212.20 SQM. (13,048.35 SQFT.).

3rd FLOOR AREA: 1212.20 SQM. (13,048.35 SQFT.).

4th FLOOR AREA: 1212.20 SQM. (13,048.35 SQFT.).

5th FLOOR AREA: 1212.20 SQM. (13,048.35 SQFT.).

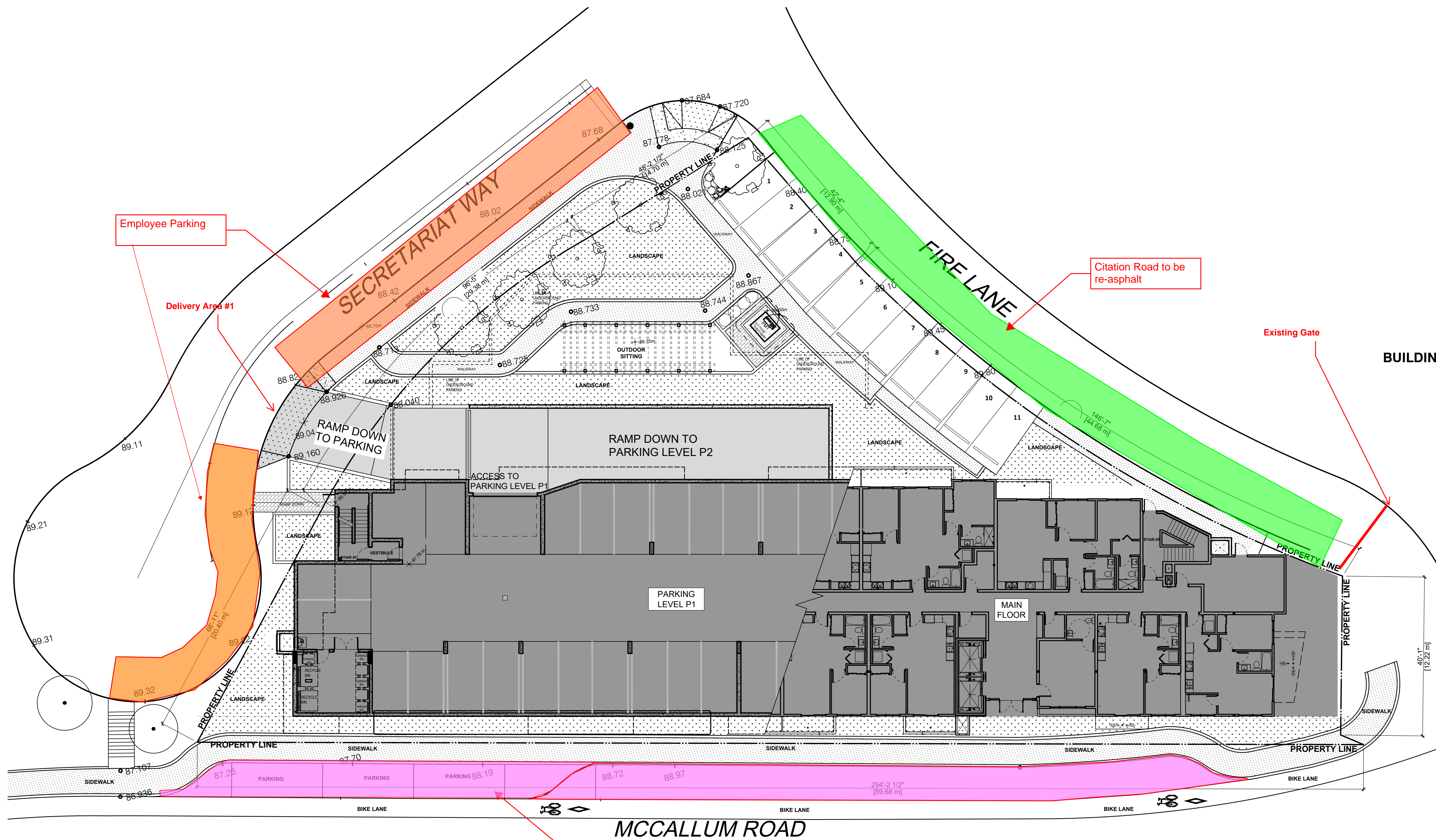
6th FLOOR AREA: 1207.55 SQM. (12,998.10 SQFT.).
(storage area not included in typical floors)

GROSS FLOOR AREA: 7,260.45 SQM. (78,152.15 SQFT.).

PARKING FLOOR P1 AREA: 1340.90 SQM. (14,443.60 SQFT.).

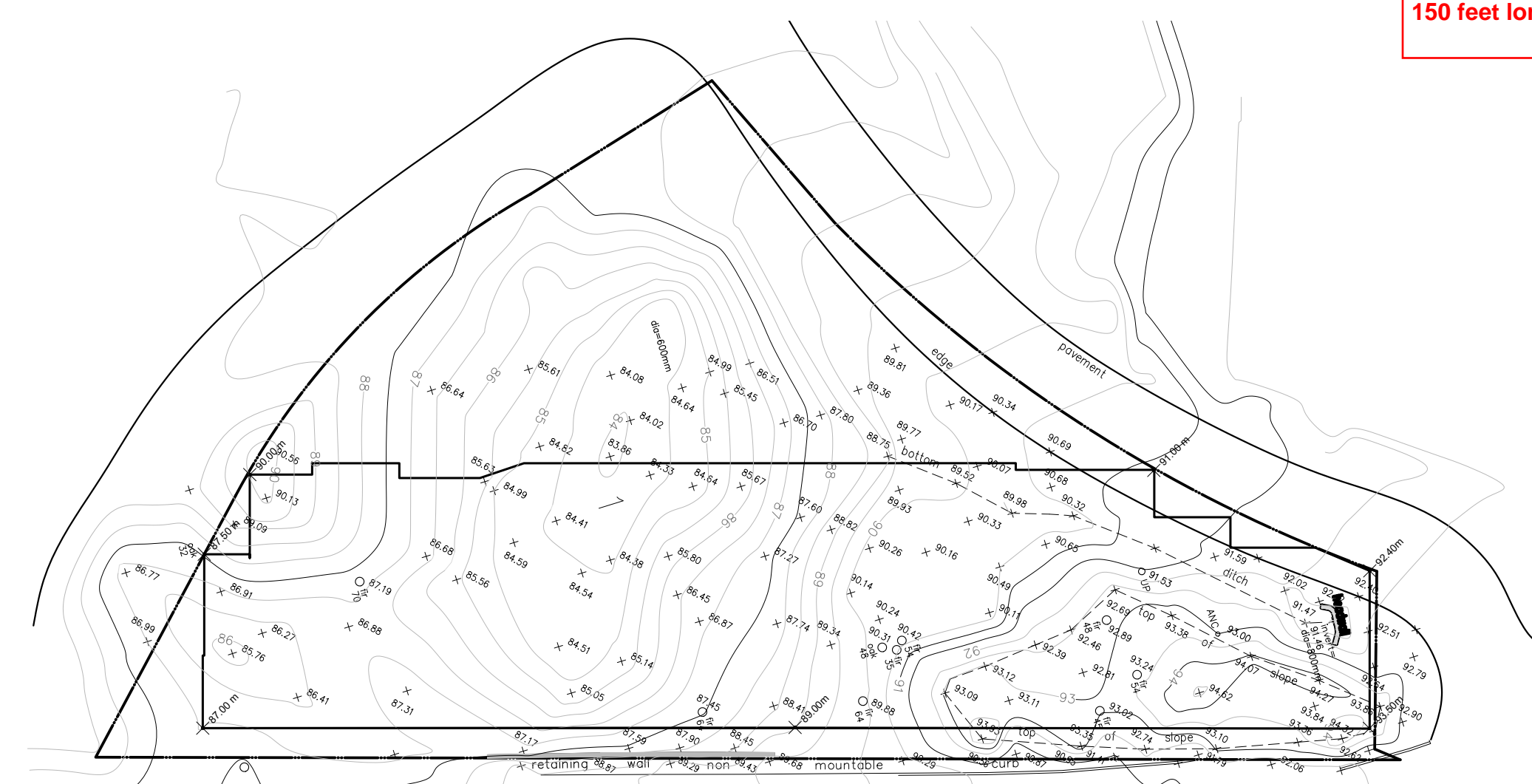
BASEMENT FLOOR AREA: 1902.45 SQM. (20,477.80 SQFT.).

AVERAGE GRADE: 90.05 m = (87.0 m + 87.5 m + 90.0 m + 91.0m + 92.4 m + 93.5 m +89.0 m) / 7



1 PROPOSED SITE PLAN
A1.0 SCALE: 1/16" = 1'-0"

Street Parking Area to be closed off due to proximity of construction. Use for Trailers, storage and any front deliveries 150 feet long by 8 ft wide

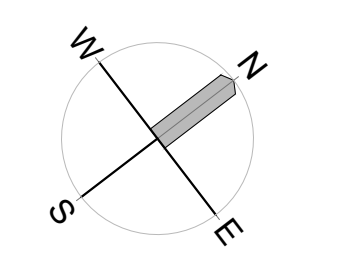


AVERAGE GRADE: 90.05 m

90.05 m = (87.00 m + 87.50 m + 90.00 m +91.00 m + 92.40 m + 93.50 m +89.00 m) / 7

2 AVERAGE GRADE CALCULATION
A1.0 SCALE: 1/32" = 1'-0"

project north:



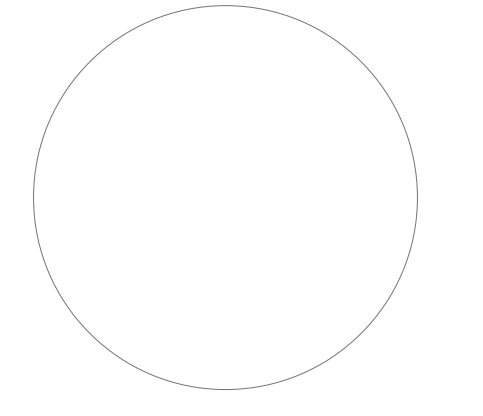
issue / revisions:

No.	Issue / Revisions	Date
3	FOR BUILDING PERMIT	30 MAR., '23
2	REVISIONS TO DP AMENDMENT	02 MAR., '23
1	AMENDMENT TO DP	26 JAN., '23
No.	Issued / Revisions	Date

alan lowe architect inc.

118 - 21 Erie St. Victoria, British Columbia t 250.360.2888

seal:



project title:
THE AURA
84 UNIT MULTI-FAMILY RESIDENTIAL
2691 Secretariat Way LANGFORD, BC

drawing title:
SITE PLAN, PROJECT DATA & AVERAGE GRADE CALCULATION

project no.: 22.738

date: 30 MAR. 2023 scale: AS NOTED

checked by: LOWE drawn by: RM

sheet no.:

A1.0

NOTICE OF APPLICATION FOR LICENCE AGREEMENT TO OCCUPY

The City of Langford has received an application from Orion Construction Ltd. for a licence agreement to occupy the frontage of **870 McCallum Road** for their exclusive use for a period of up to 22 months due to proximity to construction including but not limited to all the permit parking stalls across from the entrance of **Cavalcade Terrace**; see the approximate proposed licence area is outlined in the image below, for reference purposes.



As the City understands you are one of several permit parking holders, you are being notified that this licence agreement is being presented by staff for Council's consideration at the regular Council meeting on held **February 5th, 2024 at 7:00PM**. If the licence agreement is approved and executed, your permits will be suspended effective immediately for the period of the licence term for health and safety reasons.

Meetings are held electronically and in-person in Langford Council Chambers on the third floor of City Hall, 877 Goldstream Avenue. For more information on how to join the meeting by phone or online and to read the staff report (posted at least one business day in advance of the meeting), please visit: <https://langford.ca/meetings/>

Each speaker is limited to three minutes during Public Participation at regular Council meetings. The City also accepts written submissions for Council's consideration **up to 3:00PM** on the day of the meeting. Correspondence may be submitted to engineering@langford.ca or by writing to Langford City Hall, 2nd Floor, 877 Goldstream Avenue, Langford, BC, V9B 2X8. For **all questions** about this matter, please contact the Engineering Department at (250) 478-7882 or engineering@langford.ca.

t 250.478.7882
e hello@langford.ca

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



City of Langford

Staff Report to Council

DATE: Monday, February 5, 2024

DEPARTMENT: Parks and Recreation

SUBJECT: Lease for Rhino Coffee at the Jordie Lunn Bike Park Clubhouse

EXECUTIVE SUMMARY:

On September 26th, 2023, the City issued a Request for Proposals to lease the food and beverage space in the clubhouse at Jordie Lunn Bike Park. Rhino Coffee House was the preferred proponent with their proposal to provide in-house made breakfast and lunch items, including savoury items, sweets and coffee as well as licensed alcoholic beverages. Staff are seeking Council approval to enter into a lease agreement with Rhino Coffee for the use of the food and beverage space within the clubhouse. Notices have been placed in the newspaper in accordance with the *Community Charter*.

BACKGROUND:

At the May 18th, 2023, Council meeting, Council passed a resolution to issue a Temporary Use Permit for the clubhouse to allow for a retail store and office space use for three years. On the first floor of the clubhouse there will be a bike rental/repair shop, and a food and beverage space.

On October 10th, 2023, Council approved Broad Street Cycle as the lessee of the bike shop retail space, offering services that will include bike and equipment repairs, rentals, and sales. Additionally, staff will be seeking council approval at the February 5th council meeting to lease office space on the upper floor of the clubhouse to Cycling Canada and Cycling BC for their cycling operations on the island.

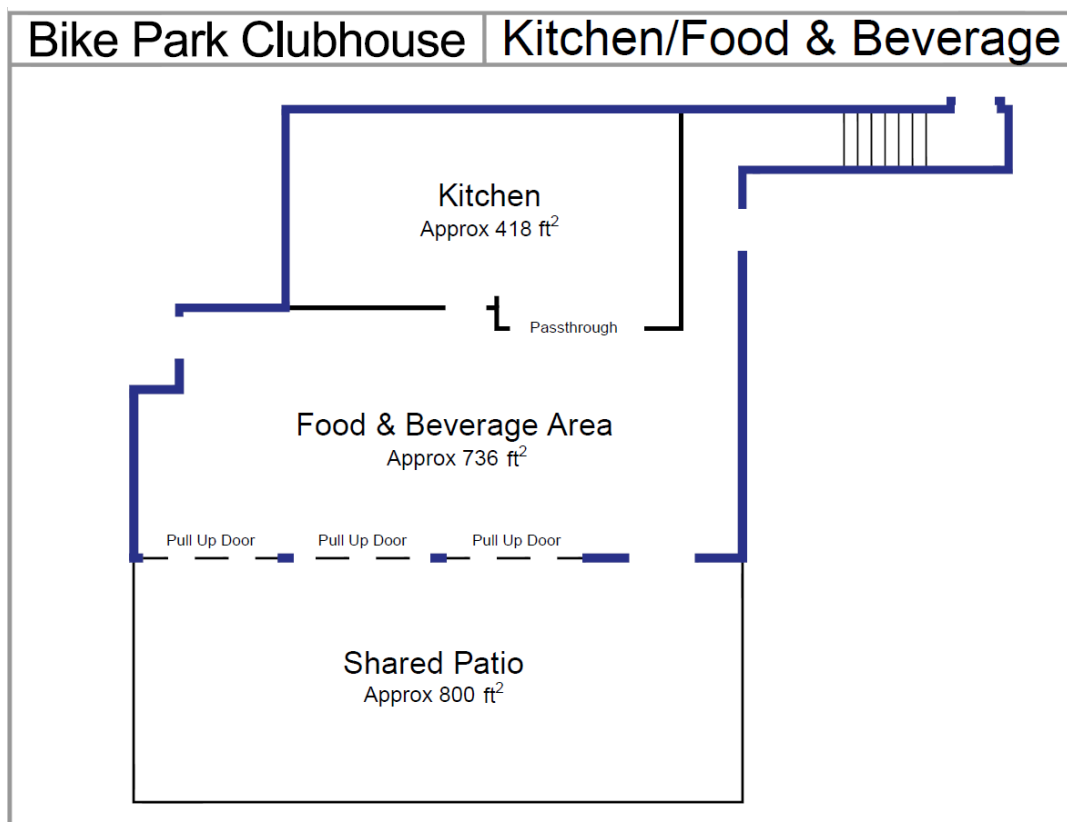
On September 26, 2023, staff issued a Request for Proposals for the food and beverage space at the clubhouse. The RFP invited food service providers to submit proposals who could provide items such as coffee, refreshments, high quality hot and cold food, as well as licensed alcoholic beverages. The RFP closed on October 20th, 2023 and Rhino Coffee House (“Rhino Coffee”) was chosen as the preferred proponent and subject to council approval, will be entering into a lease agreement for the space with the City.

COMMENTARY:

Rhino Coffee specializes in in-house made breakfast and lunch items, including sweets, coffee and

liquor beverages. Rhino Coffee has established a broad following in Langford, with over 18,000 followers on their dedicated Rhino Langford Instagram page. If approved by Council, Rhino Coffee will work with their marketing manager to come up with a marketing strategy for the clubhouse location.

The food and beverage space in the clubhouse is approximately 1,159 square feet, which is made up of approximately 736 square feet of food and beverage area, and 418 square feet of kitchen area:



Staff recommend that the term of the lease be for three years (the “Term”), in accordance with the terms of the agreement as attached.

Key terms of the agreement include:

- The Term shall commence on April 1st, 2024, and terminate on March 31st, 2027, subject to the option to renew;
- The fixturing period will commence upon completion of each of the following: (1) the lease has been fully executed and approved by Council; (2) Rhino has provided to the City

insurance as required by the agreement; (3) following the issuance of the occupancy permit for the clubhouse;

- The City may, in its sole discretion, grant to Rhino a renewal of the lease for an additional term of five years, upon the same terms and conditions, not including basic rent. The lease allows for the renewal provision to be exercised twice, for a total of 13 years including the original Term;
- Rhino shall pay \$23,080.00 per annum during the Term plus utilities, subject to a renegotiation of the base rent upon renewal;
- The City will provide, construct, and install certain improvements as set out in the Agreement (the “City’s Work”);
- Rhino will provide, furnish, and install all of the tenant improvements (other than the City’s Work) required to operate. The City will reimburse Rhino up to \$75,000.00 towards the purchase and installation of equipment, which may include kitchen appliances, furniture, lighting, décor, etc.;
- The permitted use of the space shall include the service of hot and cold in house made breakfast and lunch items, including donuts, cookies, muffins, scones, coffee, tea, specialty drinks and a liquor menu consisting of local beers and custom cocktails;
- The City grants to Rhino a non-exclusive licence to use and occupy the patio licence area, subject to Rhino’s acknowledgment that the patio license area is a public space and all members of the public have access without being required to purchase any products/services from Rhino;
- The City will be responsible for purchasing the patio furniture while Rhino shall be responsible for any daily set-up and takedown required; and
- Rhino will ensure its liquor service is compliant under the rules of the Liquor Control and Licensing Act and are in accordance with its valid liquor license.

FINANCIAL IMPLICATIONS:

As noted above, the proposed lease rate for the food and beverage space is set at \$23,080.00 per annum. In addition, Rhino will be responsible for covering their share of utility costs directly associated with their use of the space. The City will reimburse Rhino up to \$75,000.00 towards tenant

improvement costs, which will include the purchase and installation of required equipment for the space. Any fixtures the City reimburses Rhino for will become the property of the City once the contract expires.

Staff anticipate that having Rhino Coffee operating out of the clubhouse will help to promote visitation to Jordie Lunn Bike Park and benefit other local businesses nearby such as Broad Street Cycle.

LEGAL IMPLICATIONS:

The lease has been prepared in consultation with City lawyers. 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 INITIATIVES:

- Strategic Priority Three: Economic Development

OPTIONS:

Option 1

THAT Council approve the lease agreement with Rhino Coffee on the terms as 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 Rhino Coffee at this time.

SUBMITTED BY: Sam Prette, Manager of Contracts and Agreements

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

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

Concurrence: Matthew Baldwin, MCIP, RPP, Director of Planning and Subdivision

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

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

Concurrence: Marie Watmough, Deputy Director of Corporate Services

Concurrence: Braden Hutchins, Director of Corporate Services

Concurrence: Darren Kiedyk, Chief Administrative Officer

Attachment: CON23-0173 Lease Agreement Rhino Coffee

**LEASE AGREEMENT
CON23-0173**

THIS LEASE dated for reference February 5, 2024, is:

AMONG:

CITY OF LANGFORD
877 Goldstream Avenue
2nd Floor
Victoria, B.C., V9B 2X8

(the “**Landlord**”)

AND:

1392180 BC Ltd.
776 Treanor Ave
Victoria, BC, V9B 5V5

(the “**Tenant**”)

WHEREAS the Landlord has established a building for retail tenants called the Jordie Lunn Bike Park Clubhouse (the “**Clubhouse**”) and the Tenant has agreed to locate and operate a business in the Clubhouse on the terms and conditions set forth in this Lease.

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: | 1392180 BC Ltd. |
| | Address of Tenant: | 111-2840 Peatt Road
Langford, BC, V9B 3V5 |

(c) Tenant's Trade Name: Rhino Coffee House

(d) Permitted Use

Coffee shop under the name and style of Rhino Coffee that is to provide food and beverage services. The shop shall serve high quality hot and cold in house made breakfast and lunch items, including donuts, cookies, muffins, scones, coffee, tea, specialty drinks and a liquor menu consisting of local beers and custom cocktails. When requested, the coffee shop shall also offer catering services to events occurring upstairs in the community use space (however, public users of the community users may choose to bring in off-site food and non-alcoholic beverages as an alternative). The coffee shop shall be sufficiently staffed by skilled and competent employees during all operating hours.

(e) Premises – Description

That area shown outlined in heavy blue line on the sketch attached hereto as Schedule B, which is part of the area at the civic address known as Jordie Lunn Bike Park, 2990 Irwin Road, Langford, B.C., V9B 5Y6

(f) Rentable Area

Approximately 1,154 square feet, which is the sum of approximately 736 square foot food and beverage area, and 418 square foot kitchen area (see Schedule B).

(g) Term

3 years

(h) Term Commencement Date

April 1, 2024.

(i) Fixturing Period

That period of time beginning once:

- a) this Lease has been fully executed and approved by Council;

- b) the Tenant has obtained and provided to the Landlord proof of the Tenant's insurance as required by section 10.1 of this Lease, and
- c) following the issuance of an occupancy permit for the Clubhouse.

The Fixturing Period shall end on the Term Commencement Date.

(j) Basic Rent

\$23,080.00 per annum during the Term, monthly payments of \$1,923.33

(k) Security Deposit

\$1,923.33

(l) Parking

2-3 designated 15-minute parking spaces at the rear of the Clubhouse to be determined by the Landlord

1. SCHEDULES

1.1 The schedules forming part of this Lease consist of:

Schedule A—Definitions

Schedule B— Description of Landlord's Work and Tenant's Work

Schedule C – Procedure for Landlord's Work and Tenant's Work

Schedule D – Plan of Premises

Schedule E - Rules and Regulations

2. CONSTRUCTION AND FIXTURING OF PREMISES

2.1 Landlord's Work and Tenant's Work

The Tenant acknowledges that it has entered into this Lease on the express understanding that the Landlord's Work in the Premises is limited to the scope of construction described as Landlord's Work in Part A of Schedule B.

2.2 As Is/Where Is

The Tenant agrees that it has accepted the Premises on an “as is/where is” basis, and that the cost of any renovations, improvements, or fixturing required by the Tenant will be payable by the Tenant as provided for under Schedule B. The Landlord makes 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 System and other building systems, the indoor air quality within the Premises and Common Areas, and the environmental condition of the Premises and Common Areas.

2.3 Fixturing Period and Early Occupancy

Provided that the Premises are ready for occupancy as determined by the Landlord in its sole discretion, the Tenant will have possession of the Premises for the Fixturing Period (or for any other early occupancy period permitted by the Landlord in its sole discretion prior to the Term Commencement Date) provided that:

- (a) during such period of early occupancy all provisions of this Lease will apply;
- (b) the payment of Rent will begin on the Term Commencement Date; and
- (c) the Term will not commence to run until the Term Commencement Date.

3. LEASE OF PREMISES

3.1 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.

3.2 Patio Licence

In connection with the lease of the Premises granted by section 3.1 above, the Landlord further grants to the Tenant a non-exclusive licence to use and occupy the Patio Licence Area during the Term, provided that the Tenant is not at any time in material default of this Lease. The Tenant shall allow access to and over the Patio Licence Area as may be reasonably required for pedestrians and the public to move freely and easily to and from the Premises and across such common areas and facilities. The Tenant acknowledges and

agrees that the Patio Licence Area is a public space and that all members of the public have access without being required to purchase any product from the Tenant. To the extent applicable, all provisions of this Lease apply to the Patio Licence Area and the licence granted by this section 3.2, except for the payment of Basic Rent and Additional Rent. For certainty, the Tenant shall not be required to pay Basic Rent or Additional Rent for the Patio Licence Area during the Term or any renewals thereof. Without limiting the foregoing, in connection with the licence of the Patio Licence Area granted by this section 3.2, the Tenant acknowledges and will allow the Landlord to use the Patio Licence Area at the Landlord's request for purposes that include, but are not limited to, community gatherings, programming, and events. The Landlord and the Tenant agree that the Landlord will be responsible for purchasing any tables, umbrellas, and any other furnishings (the "**Patio Furniture**") that the Landlord in its sole discretion places onto the Patio Licence Area, and that the Landlord allows the Tenant to use the Patio Furniture during the Term, and, in consideration of the Tenant's use of the Patio Furniture, the Tenant will be responsible for the daily set-up and take-down of the Patio Furniture. The Tenant will not install or place any railings, furniture, signage, or other items onto the Patio Licence Area without the Landlord's prior written approval.

3.3 Parking

In connection with the lease of the Premises granted by section 3.1 above, the Landlord further grants to the Tenant a licence to use the parking spaces set out in Item (I) of the Summary of Certain Basic Lease Provisions during the Term and any renewal terms, provided that the Tenant is not at any time in material default of this Lease.

4. TERM

4.1 Term

The Term of this Lease shall be for the initial term of three (3) years, beginning on the Term Commencement Date, and subject to earlier termination or renewal on the terms and conditions as set out herein.

4.2 Option to Renew

The Landlord covenants with the Tenant that if:

- (a) the Tenant gives notice to the Landlord that the Tenant wishes to obtain renewal of this Lease, such notice to be given not later than 6 months prior to the expiration of the initial Term of 3 years;
- (b) at the time of giving such notice, the Tenant is not in breach of any covenant or condition herein contained and which has not been remedied; and

- (c) the Tenant has duly and regularly throughout the initial Term of 3 years observed and performed the covenants and conditions herein contained,

then the Landlord may at its sole discretion grant to the Tenant at the Tenant's expense one renewal of the Premises for the renewal term of 5 years (the "**Renewal Term**"), upon the same terms and conditions, not including Basic Rent as is herein contained. The Basic Rent payable during any Renewal Term shall be the greater of the Basic Rent payable during the preceding 12 months of the Term and the then fair market rental value of the Premises as at the commencement of the Renewal Term having regard to the rent payable for similar premises of a similar design, age, and nature in Langford, British Columbia. In the event that the Landlord and the Tenant are unable to agree upon the fair market rental value of the Premises as at the commencement of a Renewal Term within 90 days prior to the commencement of that Renewal Term, either the Landlord or the Tenant may, by notice in writing to the other, require that such fair market rental value be determined by arbitration conducted by a single arbitrator pursuant to the *Arbitration Act* (British Columbia).

The lease may be renewed twice for a total of 13 years including the original Term.

5. RENT

5.1 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 5.1(a) and 5.1(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, and any other like service rendered to the Premises for the benefit of the Tenant and paid by the Landlord.

5.2 Basis of Determining Additional Rent Payments

- (a) As soon as reasonably possible after the Term Commencement Date and after the start of each Lease Year, the Landlord will furnish to the Tenant an estimate of the Additional Rent to be paid by the Tenant under sections 5.1(a) and 5.1(b) for the balance of the then-ensuing Lease Year in the case of the Term Commencement Date and for each Lease Year thereafter.
- (b) All calculations referred to herein will be made in accordance with generally accepted accounting principles and practices applicable to the real estate development industry and applied on a consistent basis.

5.3 Procedure for Payment of Rent

The Tenant will pay the Rent provided for in this Article 5 promptly and punctually as follows:

- (a) Payment of Basic Rent and Additional Rent

Basic Rent and Additional Rent instalments described in sections 5.1 and 5.2 will be paid on a monthly basis. The Tenant will pay the first monthly instalments of Basic Rent and Additional Rent on the Term Commencement Date. Where such Term Commencement Date is the first day of a month, such instalments will be in respect of such month. Where such Term Commencement Date is not the first day of a calendar month, Basic Rent and Additional Rent (where not already adjusted under section 5.2(a)) for the period from such Term Commencement Date to the first day of the next calendar month will be pro-rated on a per diem basis and paid on the first day of the next month, and thereafter, subsequent monthly instalments will each be in advance on the first day of each ensuing calendar month.

- (b) Post-dated Cheques or Electronic Debit

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.

5.4 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.

5.5 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.

5.6 Security Deposit

The Tenant has deposited, or forthwith following execution and delivery of this Lease by the Landlord will deposit, with the Landlord the Security Deposit. The Security Deposit will be held by the Landlord as security for the faithful performance by the Tenant of all of the provisions of this Lease to be performed or observed by the Tenant. If the Tenant fails to pay Rent or otherwise defaults with respect to any provision of this Lease, the Landlord may use, apply or retain all or any portion of the Security Deposit for the payment of any Rent in default, or for the payment of any other expense that the Landlord may incur by reason of the Tenant's default, or to compensate the Landlord for any loss or damage that the Landlord may suffer thereby. If the Landlord so uses or applies all or any portion of the Security Deposit, the Tenant will within 10 days after demand therefor deposit cash with the Landlord in an amount sufficient to restore the Security Deposit to the full amount thereof. The Landlord will not be required to keep the Security Deposit separate from its general accounts. If the Tenant performs all of the Tenant's obligations hereunder, the Security Deposit, or so much thereof as has not theretofore been applied by the Landlord, will be returned, without payment of interest or other increment for its use, to the Tenant at the expiration of the Term, and after the Tenant has vacated the Premises in accordance with the provisions of this Lease. No trust relationship is created herein between the Landlord and the Tenant with respect to the Security Deposit.

5.7 Net Lease

The Tenant acknowledges and agrees that it is intended that this Lease will be a completely carefree net lease for the Landlord except as otherwise provided in the specific provisions contained 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 or the Clubhouse, and the Tenant, except as otherwise provided in the specific provisions contained in this Lease, will pay all, or a proportionate part of, as the case may be, charges, impositions, and costs of every nature

and kind relating to the Premises and the Clubhouse, whether or not referred to herein and whether or not within the contemplation of the Landlord and the Tenant.

6. CONDUCT OF BUSINESS

6.1 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 operation of the retail business described in Item (d) of the Summary of Certain Basic Lease Provisions without the prior written consent of the Landlord. The Tenant will only conduct its business under the name referred to in Item (c) of the Summary of Certain Basic Lease Provisions and will not change the name of the business or practice to be conducted from or in the Premises without the prior written consent of the Landlord, which consent will not be unreasonably withheld.

(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 6.1(a)):

- (i) 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; and
- (ii) will only provide services and sell merchandise, if merchandise is being offered for sale, in the regular course of trade as a retail merchant for the purpose for which the Premises are leased.

(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:

- (i) commence and conduct its business from the entire Premises no later than 30 days after the Term Commencement Date; and
- (ii) 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 approved as part of the Tenant’s Work or 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 Clubhouse, if applicable, or elsewhere in the Clubhouse; 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) Name of Clubhouse

The Tenant will, in referring to the Clubhouse, use only the name designated from time to time by the Landlord.

(g) 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.

(h) Liquor Licence

The Tenant will ensure its liquor service is fully compliant under the rules of the *Liquor Act* and are in accordance with its valid liquor licence. It is the Tenant's sole responsibility to obtain its liquor licence at their own expense.

7. REPAIRS

7.1 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
- (iii) 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. Responsibility for any repairs over \$1,000.00 of any equipment, furniture, and fixtures to be negotiated between the parties

(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 Clubhouse 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 Clubhouse, and any premises adjoining the Premises.

(g) Repair Where the Tenant Is at Fault

If the Clubhouse, 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 Clubhouse,

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 Clubhouse as a result of the installation of such equipment or contravention of the provisions of subsections (i) or (ii) of this section 7.1(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.

7.2 Landlord's Repair Covenants

So long as the Landlord does not terminate this Lease or elect not to rebuild the Clubhouse under section 7.3, 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 buildings comprising the Clubhouse.

(c) Common Areas and Common Facilities

To maintain in good order and repair the Common Areas and Common Facilities, normal wear and tear only excepted.

(d) 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.

7.3 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 7.3(a)(ii) and subject to this section 7.3, 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 Clubhouse (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 7.3(a)(i) and 7.3(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.
- (iii) If the damage or destruction referred to in section 7.3(a) is 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 the Landlord exercises its right in section 7.3(a)(ii) to terminate this Lease, the Tenant will pay to the Landlord on the date of termination that fraction of the Tenant Inducements, if any, that has as its numerator the number of days remaining in the Term; and has as its denominator the number of days in the Term as originally provided herein.

(b) Tenant's Obligation to Rebuild

Subject to section 7.3(a)(iii), in the event of damage or destruction as contemplated by this section, the Tenant will at its sole expense, at the request of the Landlord, repair and rebuild that part of the Premises so damaged or destroyed but without the benefit of any Tenant Inducements.

(c) Landlord's Obligation to Rebuild

Nothing in this Article 7 will obligate the Landlord to rebuild the Clubhouse or any part thereof, and if the Landlord elects to rebuild or repair the Clubhouse it may make such changes, alterations, modifications, adaptations, or extensions in, to, or of the original buildings or structures forming part of the Clubhouse, including the location of the Premises, as it in its unfettered discretion will see fit.

8. COMMON AREAS

8.1 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 C.

8.2 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 Clubhouse:

- (i) temporarily obstruct or close off or shut down parts of the Clubhouse for inspection, maintenance, construction, or safety reasons;
- (ii) use parts of the Common Areas for merchandising, display, decorations, entertainment, and structures, permanent or otherwise, designed for retail selling or special features or promotional activities;
- (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) impose or permit to be imposed reasonable charges for the use of parking facilities that may at any time be part of the Common Areas; and
- (v) make alterations of, additions to, subtractions from, or rearrangements of the Clubhouse, build additional stores in any part of the Clubhouse, and construct additional stories, buildings, or facilities adjoining or near the Clubhouse.

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 8.2 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.

8.3 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 Clubhouse 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 Clubhouse if it determines that it is not safe to continue to operate the Premises or the Clubhouse or certain parts of the Clubhouse; and
- (d) specify specific modes of ingress and egress from and to the Clubhouse 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 Clubhouse 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 Clubhouse or lead to a Health Emergency.

Notwithstanding this section 8.3, the Landlord agrees that in its exercise of any rights or entitlements under this section 8.3, it will act reasonably.

9. ACCESS

9.1 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 7.1(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 10.1.

10. INSURANCE

10.1 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 Clubhouse, 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 Clubhouse. 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.

10.2 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 Clubhouse 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 Clubhouse 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 Clubhouse 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 Clubhouse, 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 Clubhouse showing the components of the rate will be conclusive evidence of the items that make up the rate.

10.3 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.

10.4 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.

11. EXCLUSION OF LIABILITY AND INDEMNITY

11.1 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 Clubhouse, 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 Clubhouse 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 Clubhouse 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 Clubhouse, or anything done or omitted to be done by any tenant, occupant, or person in the Clubhouse, 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 Clubhouse;
- (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.

11.2 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 Clubhouse 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).

11.3 Survival of Covenants

The provisions of this Article 12 will survive the termination of this Lease with respect to any damage, injury, illness, or death or other event occurring prior to such termination.

12. TENANT ALTERATIONS

12.1 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 Clubhouse; 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.

12.2 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 Property, 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 Property 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.

13. TAXES AND OTHER COSTS

13.1 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, 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 Clubhouse 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.

13.2 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.

14. ASSIGNMENT AND SUBLETTING

14.1 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.

14.2 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 14.2 will not apply with respect to the change of control of a corporation whose shares are listed on a recognized security exchange.

14.3 Landlord's Costs

In the event of a Transfer under this Article 14, the Tenant will forthwith pay to the Landlord, as Additional Rent, the Landlord's administrative fees and all legal fees, disbursements, and expenses (on a full indemnity basis) in connection therewith.

14.4 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.

14.5 Operation of Law

The prohibition against a Transfer, without the consent required by this Article 14, will be construed to include a prohibition against:

- (a) any amalgamation, corporate merger, or Transfer by operation of law; and
- (b) a mortgage of this Lease by the Tenant either by way of assignment or sublease and in such event, the provisions of this Article 14 will, *mutatis mutandis*, apply to such mortgage.

14.6 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.

15. Tenant's Right to Early Termination

Prior to the commencement of the Lease, both parties agree to establish a specific threshold for gross sales per fiscal quarter. In the event that the Tenant's gross sales fall below the specified threshold for two consecutive fiscal quarters, the Tenant reserves the right to terminate this Lease upon providing 90 days written notice to the Landlord. Such termination shall be effective at the end of the notice period, and the Tenant shall be responsible for any outstanding obligations up to the termination date.

16. LANDLORD'S RIGHTS AND REMEDIES

16.1 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.

16.2 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 16.2 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.

16.3 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.

16.4 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.

16.5 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.

16.6 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.

16.7 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.

16.8 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.

16.9 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.

17. MORTGAGES AND ASSIGNMENTS BY LANDLORD

17.1 Sale or Financing of Clubhouse

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 Clubhouse 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.

17.2 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 Clubhouse and whether or not any such mortgage, trust deed, or trust indenture will affect only the Premises or the Clubhouse 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.

17.3 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 Clubhouse 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.

17.4 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 Clubhouse, subject to the rights of the Tenant under this Lease.

In the event of the sale or lease by the Landlord of the Clubhouse 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.

18. 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.

19. ENVIRONMENT

19.1 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.

19.2 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 Clubhouse 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 Clubhouse. 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.

19.3 Ownership of Hazardous Substances

If the Tenant creates or brings to the Clubhouse or the Premises any Hazardous Substance or if the Tenant will cause there to be any Hazardous Substance at the Clubhouse 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 Clubhouse of the

Hazardous Substance or the goods containing the Hazardous Substance, and notwithstanding the expiry or earlier termination of this Lease.

19.4 Survival

The obligations of the Tenant under this Article 18 will survive the expiry or earlier termination of this Lease.

20. 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.

21. 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.

22. GENERAL CONDITIONS

22.1 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.

22.2 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 Clubhouse. The Rules and Regulations set forth in Schedule C 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.

22.3 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.

22.4 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.

22.5 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.

22.6 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.

22.7 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.

22.8 Time of the Essence

Time will be of the essence of this Lease.

22.9 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.

22.10 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.

22.11 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.

22.12 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.

22.13 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.

22.15 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.

22.16 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.

22.18 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 Signatory(ies):

Name:

Name:

RHINO COFFEE HOUSE., by its Authorized Signatory(ies):

Name:

Name:

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 5.1(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 (j) 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) **“Clubhouse”** means the Property, 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 Clubhouse that, from time to time, are not intended to be leased to the tenants of the Clubhouse or are designated from time to time by the Landlord as common areas (whether located within or near the Clubhouse, provided that if outside the Clubhouse, the same serve or are for the benefit of the Clubhouse), 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 Clubhouse and leasable premises located therein;
- (i) **“Fixturing Period”** will have the meaning set forth in Item (i) of the Summary of Certain Basic Lease Provisions, as such period may be extended under the terms of this Lease;
- (j) **“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;
- (k) **“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 Clubhouse 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);

- (l) **“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 Clubhouse 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;
- (m) **“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;
- (n) **“Landlord’s Work”** means the work to be performed by the Landlord at its cost and expense more particularly set forth in Part A of Schedule B;
- (o) **“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;
- (p) **“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;
- (q) **“Parties”** means the parties to this Lease and their successors and permitted assigns;
- (r) **“Patio Licence Area”** means those approximately 800 square foot premises constructed or to be constructed by the Landlord on the Property and shown outlined and marked “Shared Patio”, on the sketch attached hereto as Schedule D.

- (s) **“Person”** means, if the context allows, a person, firm, partnership or corporation, group of persons, firms, partnerships or corporations, or any combination of them;
- (t) **“Premises”** means those premises constructed or to be constructed by the Landlord on the Property, having a Rentable Area set out in Item (f) of the Summary of Certain Basic Lease Provisions and shown outlined in heavy blue line on the sketch attached hereto as Schedule B, including the area marked “WC” and “Storage”;
- (u) **“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;
- (v) **“Property”** means the lands situate in the City of Langford, and civically described as 2980 Irwin Road, Langford, B.C., V9B 5Y6 and more particularly described as:

PID:	024-763-594
Legal Description:	LOT D SECTION 26 GOLDSTREAM DISTRICT PLAN VIP70452 EXCEPT PLAN EPP127942;

- (w) **“Province”** means the Province of British Columbia;
- (x) **“Rent”** means Additional Rent and Basic Rent;
- (y) **“Rentable Area”** means the area of the Premises measured from: (a) the exterior face of exterior walls, doors, and windows; (b) the exterior face of interior walls, doors, and windows separating the Premises from Common Areas and/or Common Facilities; (c) the exterior face of interior walls that are not party walls, separating the Premises from adjoining premises; and (d) the centre line of interior party walls separating the Premises from adjoining premises. Rentable Area includes interior space even if it is occupied by projections, structures or columns, structural or non-structural, and if a storefront is recessed from the lease line, the area of the recess is included within the Rentable Area of the Premises;
- (z) **“Rules and Regulations”** means the Rules and Regulations set out in Schedule C adopted, promulgated, revised or amended by the Landlord from time to time;
- (aa) **“Security Deposit”** means the amount, if any, set forth in Item (k) of the Summary of Certain Basic Lease Provisions and any extension thereof;

- (bb) **“Summary of Certain Basic Lease Provisions”** means the summary contained in the first pages of this Lease;
- (cc) **“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;
- (dd) **“Tenant Inducements”** means any allowances, inducements, or rent-free periods;
- (ee) **“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;
- (ff) **“Tenant’s Work”** means the work to be performed by the Tenant at its cost and expense more particularly set forth in Part B of Schedule B;
- (gg) **“Term”** means the term of this Lease as set forth in Item (g) of the Summary of Certain Basic Lease Provisions and any extension thereof;
- (hh) **“Term Commencement Date”** means the day referred to in Item (h) of the Summary of Certain Basic Lease Provisions and any extension thereof;
- (ii) **“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;
- (jj) **“Transferee”** means and includes an assignee or a subtenant or licensee, as the case may be.

SCHEDULE B**DESCRIPTION OF LANDLORD'S WORK AND TENANT'S WORK****A. Landlord's Work**

Under the terms and conditions of this Lease, the Landlord will provide, construct, and install, all at the Landlord's sole cost and expense, including all necessary permits, a basic building containing the Premises on the Property, with the kitchen area of the Premises containing the following:

- (i) 10-foot-wide commercial kitchen exhaust hood, exhaust duct, and commercial kitchen exhaust fan;
- (ii) a kitchen hood fire suppression system suitable for two deep fryers and a 4- or 6-burner range;
- (iii) a kitchen makeup air unit, ductwork, and supply grilles;
- (iv) a natural gas connection suitable for commercial kitchen appliances with a maximum load of 800,000 Btu/h;
- (v) a 50 USGPM grease interceptor serving existing floor drains, and a plumbing rough-in for a dishwasher and sink; and
- (vi) a plumbing rough-in for a hand washing sink.

B. Tenant's Work

The Tenant will provide, furnish, and install all of the Tenant Improvements and other work not included in Part A hereof and that is required for the Tenant's permitted use of the Premises.

The Landlord will reimburse the Tenant up to \$75,000.00 towards the purchase and installation of equipment which may include but is not limited to kitchen appliances, furniture, lighting, décor, etc. The Tenant will submit receipts to the City for all expenditures up to the allotted \$75,000.00. The City will issue payments up to twice per month within 2 weeks of submission of any receipts. The Tenant and the Landlord will collaborate on the design of the space and all fixtures will remain the property of the City.

SCHEDULE C

PROCEDURE FOR LANDLORD'S WORK AND TENANT'S WORK

1. Tenant's Work

Other than the \$75,000.00 budget towards Tenancy Improvements outlined in Schedule B, all work or equipment, other than those items specifically enumerated as Landlord's Work, will be performed and supplied by the Tenant at its own cost and expense, and the Tenant will fully equip the Premises with all modern and first class trade equipment, lighting fixtures, furniture, operating equipment, furnishings, fixtures, floor coverings, heating, ventilating, and air-conditioning equipment and any other equipment necessary for the proper operation of the Tenant's business and such installation will be completed without damage to the structure of the Premises or to the heating, ventilating, air-conditioning, sprinkler, plumbing, electrical, and other mechanical systems of the Clubhouse. The Tenant will provide proper hoarding to the satisfaction of the Landlord in front of the Premises during any construction.

2. Acceptance of Premises

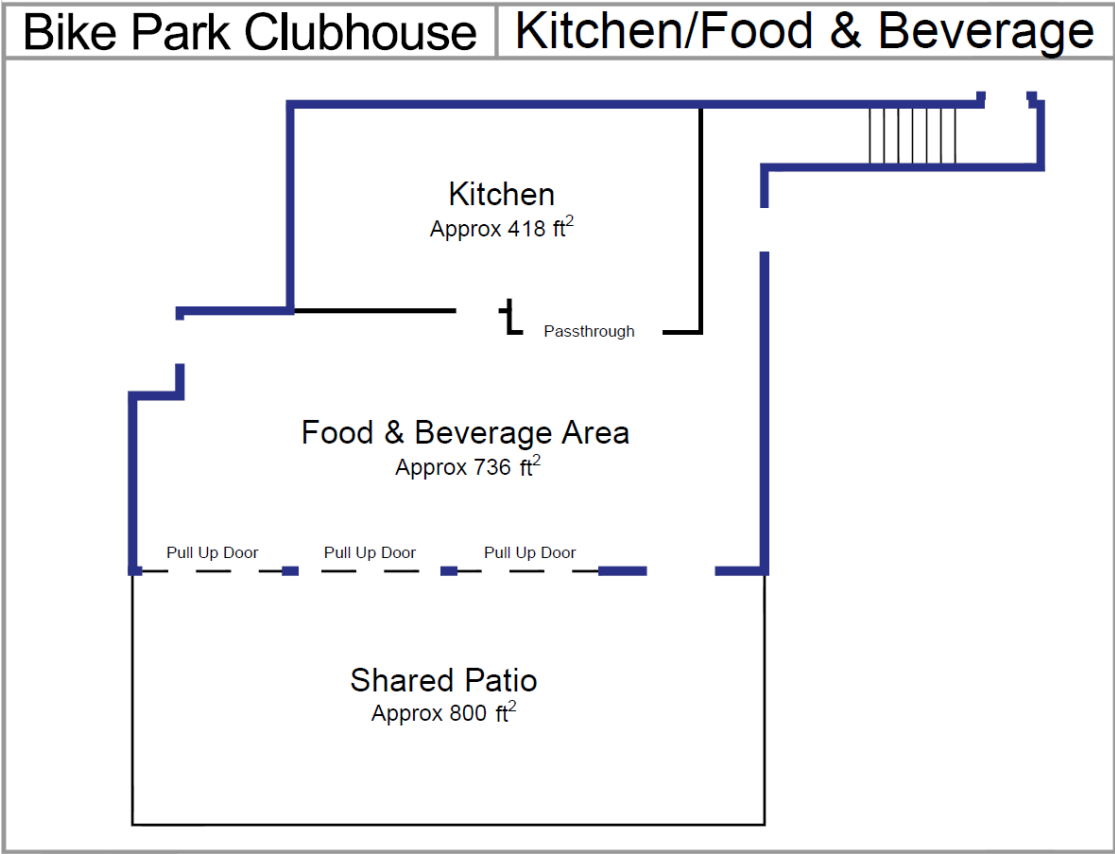
The opening by the Tenant of its business in the Clubhouse will constitute an acknowledgement by the Tenant that the Premises are in the condition called for by this Lease, that the Landlord has performed all of the Landlord's Work with respect thereto, and that the Tenant reserves or asserts no rights for claims, offsets, or back charges except for any latent defects discovered within 90 days of the opening by the Tenant of its business in the Clubhouse.

3. Liens

The Tenant will pay before delinquency for all materials supplied and work done in respect of the Tenant's Work so as to ensure that no lien or claim of lien is registered against any portion of the Property or against the Landlord's or Tenant's interest in the Property. If a lien or claim of lien is registered or filed, the Tenant will discharge it at its expense within five Business Days after written notice from the Landlord (or sooner if such lien or claim is delaying a financing or sale of all or any part of the Property), failing which the Landlord may at its option discharge the lien or claim of lien by paying the amount claimed to be due into court and the amount so paid and all expenses of the Landlord including legal fees (on a full indemnity basis) will be paid by the Tenant to the Landlord.

SCHEDULE D

Floor Plan of the Demised Premises



SCHEDULE E

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 Clubhouse.
- (2) The Tenant will not burn any trash or garbage in or about the Premises or anywhere within the confines of the Clubhouse.
- (3) The entrances, lobbies, elevators, escalators, staircases, and other facilities of the Clubhouse are for use only for access to the Premises and other parts of the Clubhouse, 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 Clubhouse 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 Clubhouse 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 Clubhouse 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 Clubhouse, 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 Clubhouse, 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 Clubhouse, 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.



City of Langford

Staff Report to Council

DATE: Monday, February 5, 2024

DEPARTMENT: Parks and Recreation

SUBJECT: Cycling BC and Cycling Canada Lease Agreement at the Jordie Lunn Bike Park Clubhouse

EXECUTIVE SUMMARY:

The City has the opportunity to lease office space on the upper floor of the Jordie Lunn Bike Park Clubhouse (the “Clubhouse”) to Cycling BC and Cycling Canada (collectively, “CBC/CC”). CBC/CC plan to operate out of the Clubhouse and use the Jordie Lunn Bike Park as a focal point on Vancouver Island for their cycling operations and programs. Staff anticipate that CBC/CC operating out of Langford will contribute to the development of cycling within the community, increase park visitation, and help support the local economy. Staff are seeking Council approval to enter into a lease agreement with CBC/CC for the use of office space on the upper floor of the Clubhouse.

BACKGROUND:

The Clubhouse at the Jordie Lunn Bike Park was proposed in 2020 as part of the park design to provide additional services and amenities to park visitors and local residents. At the May 18th, 2023, Council meeting, Council passed a resolution to issue a Temporary Use Permit for the Clubhouse to allow for a retail store and office space use for three years.

On the first floor of the Clubhouse there will be a bike rental/repair shop, and a food and beverage space. On October 10th, 2023, Council approved a lease to Broad Street Cycles for the bike shop retail space, offering services including bike and equipment repairs, rentals, and sales. Additionally, staff will be seeking Council approval at the February 5th Council meeting to lease the food and beverage space to Rhino Coffee House, whose proposal includes the provision of hot and cold in-house made breakfast and lunch items, coffee and refreshments.

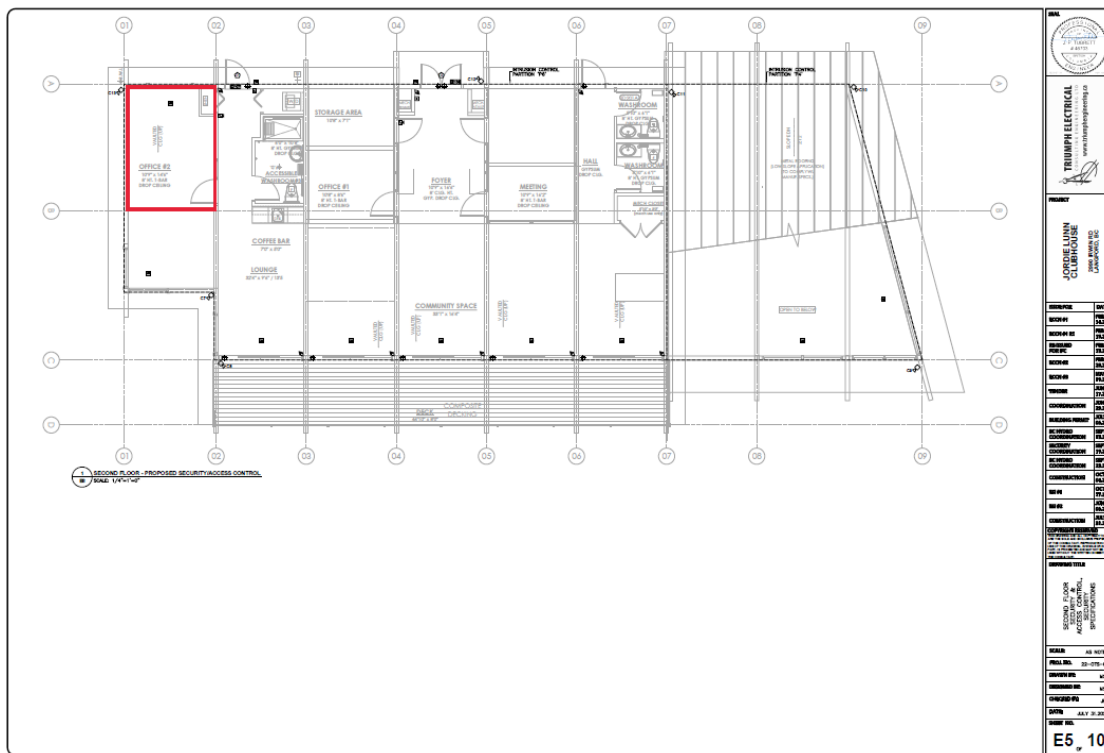
On the second floor of the Clubhouse, there will be office space, a meeting room, and a 543 square foot common space. Leading up to the Clubhouse construction, City staff have been working on an agreement with CBC/CC for a portion of the office space on the second floor. CBC/CC wish to use the office space and provide cycling programming and activities at Jordie Lunn Bike Park to the public. Staff believe that providing office space for CBC/CC at the park will help to foster cycling sport development,

provide engaging and accessible programming to youth in the community, and bring event hosting opportunities to Langford.

COMMENTARY:

CBC/CC operate as not-for-profit societies with a mission to promote, support, and facilitate cycling in British Columbia and Canada. CBC/CC operating out of the clubhouse will contribute to cycling development by facilitating and coordinating programs at the park, including coach development training, races, clinics, national training camps, and para/adapted training camps as designated by provincial and national sport organizations. Additionally, CBC/CC will be coordinating with community partners and facilitating youth participation in the community through providing accessible programming.

The designated office space for lease, measuring approximately 159 square feet, is highlighted in red in the below floor-plan (the “Office Space”):



Staff recommend that the term of the lease be for five years (the “Term”), in accordance with the terms of the agreement as attached.

Key terms of the agreement include:

- The Term shall commence upon the day after the lease has been fully executed and approved by Council;
- CBC/CC has the option to renew for an additional 5-year term, with such approval being subject to the City's discretion.
- CBC/CC shall coordinate and facilitate booking, scheduling, and use of the common space for cycling events, activities and services available to the public;
- CBC/CC shall provide all booking and scheduling information to the City promptly and regularly, and shall share a joint-calendar with City staff for event and activity booking of the common space;
- The City may from time to time make available the common space to the public for community use provided that the City believes that such use does not unduly interfere with CBC/CC use;
- CBC/CC shall pay for any utility costs that directly relate to their use of the Office Space;
- CBC/CC shall provide a 10% discount to residents of the City of Langford for applicable events, programs, and services at Jordie Lunn Bike Park;
- CBC/CC shall promote the City on their website, event calendars and newsletters, and social media;
- The City shall assist in promoting CBC/CC membership, and cycling events;
- The City shall provide event booking support via the joint-calendar;
- The City shall provide access to the common storage area on the premises, delineation of the common storage area between the Clubhouse tenants is to be determined by the City; and
- CBC/CC shall obtain and keep in full force commercial general liability insurance in an amount not less than \$5,000,000 per occurrence with the City named as an additional insured.

FINANCIAL IMPLICATIONS:

On April 7th, 2023, Cycling Canada donated \$150,000 towards the construction of the Clubhouse. As consideration for the donation, and for the cycling programming and services that CBC/CC will provide to the community, the proposed lease rate for the office space is set at a nominal amount of \$1.00 per annum. CBC/CC will be responsible for covering their share of utility costs directly associated with their use of the Office Space.

Staff anticipate that CBC/CC operating out of Langford will contribute to the development of cycling in the community and increase park visitation. The programming and partnerships created by CBC/CC will help to generate an increase in the number of event hosting opportunities at Jordie Lunn Bike Park which in turn will help to drive visitation and support the local economy.

LEGAL IMPLICATIONS:

The lease has been prepared in consultation with City lawyers. 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 INITIATIVES:

- Strategic Priority Three: Economic Development
- Strategic Priority Six: Quality of Life
 - 6I: Increased Access to Recreation Infrastructure and Services

OPTIONS:**Option 1**

THAT Council approve the lease agreement with Cycling Canada and Cycling British Columbia on the terms as 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 Cycling Canada and Cycling British Columbia at this time.

SUBMITTED BY: Sam Prette, Manager of Contracts and Agreements

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

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

Concurrence: Matthew Baldwin, MCIP, RPP, Director of Planning and Subdivision

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

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

Concurrence: Marie Watmough, Deputy Director of Corporate Services

Concurrence: Braden Hutchins, Director of Corporate Services

Concurrence: Darren Kiedyk, Chief Administrative Officer

Attachment: CON23-0149 Lease Agreement CBC/CC

LEASE – JORDIE LUNN BICYCLE PARK CLUBHOUSE

THIS LEASE, dated for reference the 5th day of February, 2024, is

BETWEEN:

CITY OF LANGFORD

877 Goldstream Avenue, Victoria, BC V9B 2X8

(the “City”)

AND

CYCLING BRITISH COLUMBIA (Inc. No. S0010733)

116-8337 Eastlake Drive, Burnaby, BC V5A 4W2

and

CANADIAN CYCLING ASSOCIATION (Inc. No. 035173-3)

203-2197 Riverside Drive, Ottawa, ON K1H 7X3

(together, the “Tenants”)

WHEREAS:

- A. The City is the registered owner of the lands and premises located at civic address 2980 Irwin Road and legally described as:

PID: 024-763-594

LOT D SECTION 26 GOLDSTREAM DISTRICT PLAN VIP70452 EXCEPT PLAN
EPP127942

(the “Lands”)

upon which the City has constructed a trail system for hiking and biking known as the Jordie Lunn Bike Park and a clubhouse (the “Building”);

- B. The Tenants are not-for-profit societies incorporated for the purposes of promoting, supporting and facilitating cycling in British Columbia and Canada, respectively;
- C. The Tenants donated to the City \$150,000.00 towards the construction of the Building;
- D. The Tenants wish to jointly lease that portion of the second floor of the Building cross-hatched on the sketch attached to this Lease as Schedule A (the “Premises”) for office

use and to provide cycling activities and services to the public on the terms and conditions of this Lease;

- E. The City wishes to grant a lease of the Premises to the Tenants on the terms and conditions set out in this Lease; and
- F. In accordance with sections 24 and 26 of the *Community Charter*, the City has published notice in a newspaper of its intention to lease the Premises to the Tenants for less than market value.

NOW THEREFORE, this Lease witnesses that in consideration of the covenants, conditions and agreements herein contained, the City and the Tenants covenant and agree as follows:

DEMISE & TERM

1. **Lease and Term** – The City hereby leases to the Tenants the Premises for a term of five (5) years, commencing upon the day after the Lease has been fully executed and approved by Council (the “Term”) and the Tenants hereby accept the lease of the Premises, all subject to the covenants, conditions and promises contained in this Lease.
2. **Renewal** – If the Tenants wish to renew this Lease, the Tenants may, by providing notice to the City at least 180 days before the expiry of the Term, request a renewal of this Lease. If, upon receiving such request, the City wishes, in its sole discretion, to accept the requested renewal of this Lease, it shall provide notice of acceptance of renewal to the Tenants and upon giving such notice this Lease shall be renewed, on the same terms and conditions (including this right of renewal), for a further Term of five (5) years.
3. **Tenant Licence over Lands** – The City hereby grants to the Tenants and their members, employees and agents a non-exclusive licence to cross over those portions of the Lands and the Building necessary for access to and egress from the Premises.
4. **Other Tenants** – The Tenant acknowledges and agrees that the City may from time to time lease to another tenant that part of the Building identified as “Office #1” in the sketch attached to this Agreement as Schedule A.
5. **Common Space** – The Tenant acknowledges and agrees that the City may from time to time make available the common space, as outlined in bold on the sketch attached as Schedule “A” (the “Common Space”), to the public for use provided that the City believes, in its sole discretion, that such use does not unduly interfere with the Tenant.
6. **“As Is”** – The Tenants accept the Premises “as is” and acknowledge that they have had the opportunity to undertake such inspections, tests and surveys of the Premises as they

consider necessary and that the City has made no representations or warranties respecting the Premises, and that by entering into this Lease, the Tenants are satisfied that the Premises is suitable for their purposes.

7. **Tenants' Representations & Warranties** – The Tenants represent and warrant to the City that:
- (a) each is either a society or extra-provincial non-profit corporation validly incorporated or registered under the *Societies Act* (British Columbia) and in good standing under the laws of British Columbia;
 - (b) they have the power and capacity to enter into and carry out the obligations under this Lease; and
 - (c) they have completed all necessary resolutions and other preconditions to the validity of this Lease.

RENT

8. **Basic Rent** – The rent for the Term shall be one dollar (\$1.00) (the “Basic Rent”).
9. **Additional Rent** – The Tenants shall pay to City 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, and any other like service rendered to the Premises for the benefit of the Tenant and paid by the Landlord (the “Additional Rent”, with the Basic Rent and Additional Rent together comprising the “Rent”).

TENANTS' COVENANTS

10. **Tenants' Covenants** – The Tenants covenant and agree with the City:
- (a) to promptly pay the Rent when due;
 - (b) to pay to the City all goods and services taxes which may be payable in respect of this Lease;
 - (c) to promptly pay when due municipal, regional district, school, and other property taxes and all other taxes, charges, levies, assessments, and other fees which may be imposed or that may arise in respect of the Premises;
 - (d) not to do, suffer or permit anything that may be or become a nuisance or annoyance in, on or from the Premises or on or from the Lands to the owners,

occupiers or users of the Lands and other adjoining lands or to the public, including the accumulation of rubbish or unused personal property of any kind;

- (e) not commit or permit waste at the Building or within the Premises;
- (f) not to do, suffer or permit any act or neglect that may in any manner directly or indirectly cause injury to the Lands, the Building or the Premises;
- (g) to not permit the use of the Premises for any unlawful use or any obscene, racist, or otherwise unsuitable performance or activity, the determination of which shall be at the sole discretion of the City, acting reasonably;
- (h) to carry on and conduct their activities on the Lands and in, on and from the Premises in compliance with any and all laws, statutes, enactments, bylaws, regulations and orders from time to time in force and to obtain all required approvals and permits thereunder and not to do or omit to do anything in, on or from the Premises or on or from the Lands in contravention thereof;
- (i) to take all reasonable precautions to ensure the safety of all persons using the Premises;
- (j) to each remain in good standing as societies or extra-provincial non-share corporations under the *Societies Act* (British Columbia);
- (k) to be responsible for the security of the Premises;
- (l) to maintain good and cordial relations with all users of the Lands, the other tenants of the Building, and the City;
- (m) to permit the City to enter the Premises at all reasonable times to determine if the Tenants are complying with all their obligations under this Lease;
- (n) to promptly discharge any builders' lien which may be filed against the title to the Lands relating to any improvements, work or construction that the Tenants undertake to the Premises and to comply at all times with the *Builders Lien Act* in respect of any improvements, work or construction undertaken on the Lands;
- (o) to obtain the approval in writing of the City to any and all improvements to the Premises and complete all such approved work in accordance with all applicable enactments and necessary approvals;

- (p) not to permit any alcoholic beverages or the consumption of alcoholic beverages in the Premises, the Building or on the Lands unless the appropriate permit is in effect; and
- (q) not place or permit the placement of any commercial advertisement in the Premises unless the advertisement has been approved by the City, in its sole discretion. The City may remove, at the Tenants’ cost, or require the Tenants to remove, any sign or other advertisement that the Tenants have placed or permitted to be placed in the Premises, or on the Building or the Lands if the sign or advertisement was placed without the City’s consent or the City considers, in the City’s sole discretion, that the sign or advertisement is in disrepair, is in poor taste or is otherwise offensive, has been marked with graffiti or otherwise vandalized, or has been installed in such a way as to create a safety hazard.

11. **Maintenance** – The Tenants covenant with the City:

- (a) that the Tenants shall be solely responsible for:
 - (i) the provision of and payment for garbage receptacles, ensuring that the Premises are free and clear of all rubbish or debris, and regular removal of any ice or snow from the entrance and walkway;
- (b) except as otherwise set out in subsection (c), below, to repair, maintain, and keep all equipment, furniture, and fixtures, including attached and unattached trade fixtures, in the Premises and Common Space in good 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, except repairs for which the City is responsible for under this Lease;
- (c) the responsibility for the general maintenance of the Premises and Common Space shall be as follows:

Maintenance Item	Tenants’ Responsibility	City’s Responsibility
Light electrical maintenance e.g. Bulbs and ballasts		X
		X

Heavy electrical maintenance e.g. wire, breaker outlet, switch malfunction		
Window and door repair		X
Roof gutter repair		X
Interior painting		X
HVAC servicing and repairs		X
Flooring maintenance		X
Structural repairs		X
Snow removal of on-site sidewalk	X	
Snow removal of off-site sidewalk		X
On-site sidewalk repair		X
Waste collection and removal to outside receptacle	X	
Signage maintenance		X
Door lock maintenance		X
Termite control		X
Plumbing repairs		X
Roof repairs		X
		X

Ancillary building maintenance i.e. Storage garages		
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12. **Conduct** – The conduct of any person or persons participating in or observing any activities in the Premises shall not be offensive to the City or the general public, or contrary to any laws or to any municipal bylaw. The Tenants shall also observe any additional rules or regulations that the City may impose from time to time.

OTHER TENANTS' RIGHTS & OBLIGATIONS

13. **Permitted Uses** – The Tenants shall use:
- (a) that portion of the Premises cross-hatched on the sketch attached to this lease as Schedule “A” only for office use; and
 - (b) the Common Space only for cycling events, activities and services available to the public.
14. **Common Space Use** – The Tenants shall coordinate and facilitate booking, scheduling, and use of the Common Space for cycling events, activities and services available to the public. The Tenants shall provide booking and scheduling information to the City promptly and regularly. The Tenant and the City shall share a joint-calendar for event and activity booking of the Common Space.
15. **Storage** – The Tenants may use a portion of the storage bay space within or near the Building, as well as a portion of the second floor storage room (the “Common Storage Areas”). The Common Storage Areas shall be shared between the Tenants, other tenants of the Building, and others. Delineation of the Common Storage Areas between the Tenants and others shall be determined by the City in its sole discretion. The Tenants shall not use other areas for storage without receiving the prior written consent of the City. The Tenants acknowledge and agree that other tenants of the Building, and others, may have access to the Common Storage Areas.
16. **Parking** – Upon request, the Tenants shall be entitled to use up to two parking spaces in the parking lot adjacent to the Building, the location of which space(s) to be determined in the City’s sole discretion. The Tenants acknowledge and agree that the City may change the location of the parking spaces from time to time. The Tenants shall have no other rights under this Lease in relation to the use or control of parking facilities on the Lands, which parking facilities shall remain under the control of the City or its licensees.

17. **Resident Discounts** – The Tenants shall provide a 10% discount to residents of the City of Langford for applicable events, programs and services provided by the Tenants from the Lands.
18. **VIP Access** – The Tenants shall provide the City with VIP access to events and activities facilitated by the Tenants. If the event or activity is a ticketed event or activity, the Tenants shall provide the City with 20 tickets free of charge.
19. **City Promotion** – The Tenants shall promote the City on:
 - (a) the Tenants’ respective websites (including but not limited to the community partner sections);
 - (b) event calendars and newsletters; and
 - (c) social media, which promotion shall be limited to
 - (i) “re-sharing” City posts; and
 - (ii) two “posts” on each of the Tenant’s social media pages.

ALTERATIONS & IMPROVEMENTS TO THE PREMISES

20. **Alterations** – The Tenants shall not make any improvements, extensions, installations, alterations, additions or renovations to the Premises or the Common Space, or alter the existing state of the Premises or Common Space in any way, without the prior written consent of the City. If the City gives such consent, the Tenants shall obtain the City’s prior approval of drawings and specifications for such work, and shall, at the Tenant’s sole cost, do such work strictly in accordance with any building permits issued in respect of the work and the approved drawings and specifications and shall comply with any conditions the City imposes with that approval. The Tenants shall not make any improvements, extensions, installations, alterations, additions, renovations or alter the existing state of the common areas of the Building in any way without the prior written consent of the City.
21. **Minimum Work Standards** – The Tenants shall ensure that any repairs or work with respect to the Premises or Common Space done by or on behalf of the Tenants:
 - (a) do not affect any structural or foundation elements of the Premises or Common Space;
 - (b) meets or exceeds the standards of materials and construction employed in the original construction; and

- (c) complies with all applicable laws, statutes, enactments, regulations, bylaws and orders from time to time in force, including the applicable building code and bylaws of the City of Langford.

22. **Ownership of Improvements at Termination** – Any improvements, extensions, installations, alterations, renovations or additions to the Premises or Common Space, whether done by or on behalf of the Tenants or not, are forfeited to and become the permanent property of the City.

CITY OBLIGATIONS

23. **City Covenants** – The City covenants and agrees with the Tenants that the City shall:
- (a) assist in promoting membership in the Tenants to City of Langford residents;
 - (b) assist in promoting cycling events, activities and services at the Lands;
 - (c) provide access to and use of a portion of the Common Storage Area, as determined by the City in its sole discretion; and
 - (d) support event and activity booking by sharing a joint-calendar for scheduling and booking.

LIABILITY INSURANCE, RELEASE & INDEMNITY

24. **Liability Insurance** – Without limiting the Tenants' obligations and liabilities, the Tenants shall obtain and keep in force during the Term, at the Tenants' sole expense, a policy of commercial general liability insurance providing coverage for death, bodily injury, property loss, property damage and other potential loss and damage arising out of the Tenants' use and occupation of the Premises in an amount of not less than Five Million dollars (\$5,000,000) inclusive per occurrence and the City shall be named as an additional insured under the policy.
25. **Particulars of Insurance** – The Tenants shall ensure that all policies of insurance pursuant to this Lease:
- (a) name the City as an additional insured;
 - (b) are placed with insurers licensed in British Columbia;
 - (c) are written in the name of the Tenants and the City with loss payable to them as their respective interests may appear;
 - (d) contain a cross liability clause;

- (e) are primary and do not require the sharing of any loss by any insurer that insures the City;
 - (f) include a provision that the City is protected notwithstanding any act, neglect or misrepresentation by the Tenants which might otherwise result in the avoidance of a claim and that such policies are not affected or invalidated by any act, omission or negligence of any third party which is not within the knowledge or control of the insureds; and
 - (g) endorsed to provide the City with 30 days' advance notice in writing of cancellation or material change.
26. **Insurance Certificates** – On the first day of the Term, and at other times upon demand by the City, the Tenants shall deliver to the City certified copies of the policies of insurance required to be maintained by the Tenants under this Lease.
27. **City May Increase Limits** – The City may from time to time by notice require the Tenants to increase the amount of insurance required by this Lease and the Tenants shall, within 45 days of receiving such a notice, cause the amounts to be changed and deliver to the City a letter from its insurer certifying the change in the amount of insurance.
28. **City May Insure** – If the Tenants fail to insure as required, the City may effect the missing insurance in the name and at the expense of the Tenants and the Tenants shall promptly repay the City all costs incurred by the City in doing so. For clarity, the City has no obligation to effect such insurance.
29. **Release** – The Tenants hereby release the City and its elected officials, employees, and agents from all demands and claims which the Tenants may have, now or in the future, in relation to this Lease, the Premises and the Lands, and the Tenants' use or occupancy of the Premises, except for any wrongful refusal of the City to perform its obligations under this Lease.
30. **Indemnity** – Save and except to the extent of any negligence of the City and its employees and contractors, the Tenants shall and hereby do indemnify, defend and save harmless the City and its elected officials, employees and agents from any and all liabilities, damages, costs, claims, suits or actions whatsoever in connection with or arising from:
- (a) any breach of any obligation set forth in this Lease to be observed or performed by the Tenants;

- (b) any act, omission, or negligence of the Tenants, their members, officers, directors, employees, agents, contractors, subcontractors, subtenants, licensees, invitees or others for whom it is responsible;
- (c) any damage to property occasioned by the Tenants' use and occupation of the Premises or any injury to person or persons, including death, resulting at any time from the Tenants' use of the Building; or
- (d) the granting of the lease of the Premises under this Lease.

This indemnity shall survive the expiry or earlier termination of this Lease.

DEFAULT AND TERMINATION

31. **Notice of Default** – If the Tenants default in the payment of any money payable under this Lease, fail to repair and maintain the Premises in accordance with the terms of this Lease or fail to observe, comply with or perform any of their other covenants or obligations under this Lease, the City may deliver to the Tenants a notice of default (in the manner required herein for giving notices) stipulating that the default shall be rectified or cured within seven (7) days of the notice if the default is non-payment of Rent or failure to repair and maintain the Premises and within 30 days of the notice for other defaults, but less or no notice is required to be given by the City in emergency or urgent circumstances, as determined by the City in its sole discretion, or where the Tenants have failed to keep the Premises insured.
32. **Longer Cure Period** – If the default (other than payment of money payable by the Tenants under this Lease and other than failure to keep the Premises insured) reasonably requires more time to rectify or cure than 20 days, the Tenants shall be deemed to have complied with the rectification or curing of it if the Tenants commence rectifying or curing the default within 20 days after notice from the City and diligently complete the same.
33. **City's Right to Perform** – If the Tenants fail to rectify or cure a default within the time and in the manner specified in a notice under section 31 and if the default is one that can be rectified or cured by the City, the City may, without further notice to the Tenants, take all steps considered in its sole discretion necessary to rectify or cure the default and all costs of doing so, including the cost of retaining professional advisors, shall be payable immediately by the Tenants as Additional Rent. Nothing in this Lease obligates the City to rectify or cure any default of the Tenants but should the City choose to do so, the City shall not be liable to the Tenants for any act or omission in the course of rectifying or curing or attempting to rectify or cure any default.

34. **Termination for Default** – The City may, without further notice to the Tenants, terminate this Lease and re-enter and take possession of the Premises if the Tenants fails to rectify a default within the time given in a notice under section 31 or such longer period as provided in section 32.

The Tenants shall make no claim for compensation, in damages or otherwise, upon the lawful termination of this Lease under this section. If the City terminates this Lease, the City retains the right to commence legal proceedings against the Tenants for all unpaid Rent and other loss or damage and costs, including all prospective losses or prospective damages suffered or to be suffered by the City arising from the default of the Tenants under this Lease.

35. **Remedies Cumulative** – The City’s remedies in this Lease are cumulative and are in addition to any remedies of the City at law or in equity.
36. **Dissolution** – If an order is made, a resolution passed or a petition filed for the liquidation or winding up of either of the Tenants or if a receiver or receiver-manager is appointed to administer or carry on either of the Tenants’ business, then at the option of the City, the Rent and all outstanding levies and charges shall become immediately due and payable and this Lease shall immediately become forfeited and void and the City may re-enter and take possession of the Premises.
37. **Termination without Default** – Either the Tenants or City may terminate this Lease for convenience by providing at least 90 days’ written notice to the other party. Upon termination by either party, the Tenants shall not be entitled to any rebate of the contribution made to the construction of the Building. In the event that one or both parties wish to terminate this Lease for convenience, the parties agree to enter into a winding up period of up to 270 days to allow for the parties to resolve all operational matters prior to a party providing notice.
38. **Holding Over** – If the Tenants should hold over after the expiration of the Term and the City should accept Rent, the new tenancy thereby created shall be a tenancy from month to month and not a tenancy from year to year, and shall be subject to the covenants and conditions herein contained so far as the same are applicable to a tenancy from month to month, and nothing shall preclude the City from taking action for recovery of possession of the Premises.
39. **Yielding Up** – The Tenants agree to deliver to the City the Premises at the expiry or earlier termination of this Lease in good repair, subject only to reasonable wear and tear, and in compliance with the environmental sections of this Lease.

40. **Damage and Destruction** – If the Premises are damaged by fire or other casualty that renders all or a substantial area of the Premises unusable by the Tenants then the Rent shall from and after the date of the damage abate if the City decides to repair the damage as required, but if the City decides not to restore the same, then the City shall, within 30 working days after the happening of such fire or other casualty, give the Tenants notice in writing of such decision and thereupon the Term shall expire effective the 30th business day following the occurrence of the damage, and the Tenants shall vacate the Premises and surrender the Premises to the City. If the Premises are damaged as described and the City does not give notice as provided, then the City shall proceed to repair the damage. If such repairs are not completed and the Premises not available for occupation by the Tenants within 240 days from the time of the fire or other casualty that caused the damage, the Tenants may, at their option, terminate this Lease by notice in writing given within ten (10) days prior to the termination of the period of 240 days.

ENVIRONMENTAL

41. **Compliance with Environmental Laws** – The Tenants shall:
- (a) at times reasonably requested by the City, obtain a report from an independent consultant verifying compliance with all Environmental Laws;
 - (b) not store, dispose, treat, use, release or transport any Contaminants on or from the Premises nor permit such;
 - (c) notify the City if the Tenants discover any Contaminant or if any order, claim, action or proceeding is threatened or commenced in relation to Contaminants on the Premises; and
 - (d) provide the City with all necessary authorizations in order for the City to make enquiries about the Tenants' compliance with Environmental Laws.

In this Lease:

“Environmental Laws” means any past, present or future common law, enactment, statute, regulation, order, bylaw or permit, and any requirement, standard or guideline of any federal, provincial or local government authority or agency having jurisdiction, relating to the environment, environmental protection, pollution or public or occupational safety or health; and

“Contaminants” means

- (i) as defined in the *Environmental Management Act* (British Columbia): any biomedical waste, contamination, effluent, pollution, recyclable material, refuse, hazardous waste or waste;
- (ii) matter of any kind which is or may be harmful to safety or health or to the environment; or
- (iii) matter of any kind the storage, manufacture, disposal, emission, discharge, treatment, generation, use, transport, release, remediation, mitigation or removal of which is now or is at any time required, prohibited, controlled, regulated or licensed under any Environmental Laws.

DISPUTES

42. **Disputes** – If a dispute arises between the parties relating to this Lease, either party may give notice to the other requesting a meeting. If the Tenants provide notice to the City, they shall submit their request to the City’s Deputy Corporate Officer who shall direct the request to the appropriate City personnel. If the City is providing notice to the Tenants, it shall submit its notice to the contact person(s) as set out in this Lease. A representative of the City and a representative of the Tenants shall meet within seven (7) days of the request, and together use best efforts to attempt to resolve the dispute to the parties’ mutual satisfaction. If the parties are unable to resolve the dispute within 21 days of such first meeting, either party may give notice requiring the dispute to be referred for final determination by a single arbitrator appointed and acting under the *Arbitration Act* (British Columbia). The costs of such arbitration shall be borne equally by the parties but each party shall be responsible for their legal fees.

GENERAL

43. **Assignment and Subletting** – The Tenants shall not assign this Lease or sublet any portion of the Premises during the term of this Lease without prior written approval of the City.
44. **No Joint Venture** – Nothing contained in this Lease creates the relationship of principal and agent or of partnership, joint venture or business enterprise or entity between the parties or gives the Tenants any power or authority to bind the City in any way.
45. **City Discretion** – Wherever in this Lease the approval or consent 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 the sole discretion:

- (a) the relevant provision is not deemed to have been fulfilled or waived unless the approval, consent, opinion or expression of satisfaction is in writing signed by the City or its authorized representative;
- (b) the approval, consent, opinion or satisfaction is in the discretion of the City, acting reasonably; and
- (c) the sole discretion of the City is deemed to be the sole, absolute and unfettered discretion of the City.

46. **Decisions by the City** - Unless otherwise specified in this Lease, all decisions and determination which may be made by the City under this Lease may be made on its behalf by the City's Clerk/Administrator.
47. **Contact Persons** – The Tenants shall ensure that at least one contact person is available by telephone 24 hours per day and is available to attend at the Building within one hour of request by the City. If the contact person is unavailable, the City shall contact _____, telephone: _____, and email: _____, or such other person as the Tenants designate from time to time upon written notice to the City (the "Alternate Contact"). At minimum, the Alternate Contact shall be given the authority to receive and confirm service requests pursuant to this Lease.
48. **Notices** – Any notice, direction, demand, approval, certificate or waiver (any of which constitutes a "Notice" under this section) which may be or is required to be given under this Lease must be in writing and be delivered or sent by electronic mail:

to the City:

Yari Nielsen
email: yneilsen@langford.ca

to the Tenants:

CJ Young
email: cj@cyclimgbc.net

or to such other address or electronic mail address of which notice has been given as provided in this section.

Any Notice that is delivered is to be considered given on the day it is delivered and any Notice that is sent by email is to be considered given on the day it is sent, except that if, in either case, that day is not a business day, the Notice is to be considered given on the

next business day after it is delivered or sent and if it is an email that is sent after 4:00 PM Pacific Standard Time it shall be considered delivered on the next business day.

49. **Own Cost** – The Tenants shall perform all of their obligations and covenants under this Lease solely at their own cost unless otherwise expressly provided.
50. **Time of the Essence** – Time is of the essence respecting this Lease.
51. **Joint and Several** – Each of the Tenants shall be jointly and severally responsible for the performance of all of the covenants and obligations of the Tenants under this Lease.
52. **Amendments** – Any and all addendums, revisions or amendments to this Lease shall be upon the mutual agreement of the parties.
53. **Governing Law** – This Lease shall be governed by and construed in accordance with the laws of the Province of British Columbia.
54. **Survival of Indemnities** – The indemnities contained in this Lease shall survive the expiration or earlier termination of the Term.
55. **No Waiver** – Waiver by the City of any default by the Tenants shall not be deemed to be a waiver of any subsequent default. A waiver is effective only if it is in writing.
56. **Charges on Title** – The Tenants shall abide by and observe all requirements and restrictions on the title to the Lands registered prior to the beginning of the Term.
57. **Powers Preserved** – Nothing in this Lease affects the right of the City to exercise its powers within its jurisdiction.
58. **Headings** – The headings appearing in this Lease have been inserted for reference and as a matter of convenience and do not define, limit or enlarge the scope or meaning of this Lease.
59. **Further Assurances** – The parties shall execute and do all such further deeds, acts, things and assurances as may be reasonably required to carry out the intent of this Lease.
60. **Covenants and Conditions** – All of the provisions of this Lease shall be deemed and construed to be conditions as well as covenants as though the words specifically expressing or importing covenants and conditions were used in each separate section.

61. **No Abatement** – The Tenants are not entitled to any abatement or reduction or deduction from the Rent.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first written.

CYCLING BRITISH COLUMBIA

by its authorized signatories:

Name:

Name:

Date: _____

CANADIAN CYCLING ASSOCIATION

by its authorized signatories:

Name:

Name:

Date: _____

CITY OF LANGFORD

by its authorized signatories:

Name:

Name:

Date: _____

Schedule A

Sketch Plan of Premises



November 10, 2023

The Honourable Mike Farnworth
Minister of Public Safety and Solicitor General

Dear Deputy Premier Farnworth,

On behalf of the Victoria Family Court and Youth Justice Committee, I would again like to sincerely thank you and your staff for securing funding earlier this year to enable another year of essential work by the Pacific Centre Family Services Association's Crime Reduction & Exploitation Diversion (CRED) program in association with Greater Victoria's Mobile Youth Services Team (MYST).

This said, we wish to echo our original advocacy letter of Oct. 7, 2022 (which was supported with motions from the CRD Board of Directors and municipal councils in Metchosin, Colwood and Sooke) by re-stating the following:

- * The critical need for stable, long-term funding for CRED/MYST;***
- * The extension of MYST police officer postings to five years given the extended period required for officers to deliver the unique skills required to work with vulnerable youth; and***
- * The creation of two additional CRED/MYST teams in Greater Victoria to deal with the rising case load.***

We have continued to hear this year from CRED's Mia Golden and her MYST partner, Constable Gord Magee from the Victoria Police Department. As the only two-person CRED/MYST team in the region, the pair continue to handle 150+ active case files involving children and teenagers at severe risk of exploitation, homelessness, sexualized violence, drug addiction and gang recruitment.

Ms. Golden noted at our Oct. 26 meeting that gang representatives from the lower mainland continue to recruit new members in Greater Victoria. These gangs include Glory Boys, Brothers' Keeper and Red Scorpion. The tide of violence on our streets is rising and online exploitation is increasingly normalized, she said. Young victims are experiencing trauma, including suicidal ideation. Even more disturbingly, the perpetrators themselves are often very young themselves.

VFCYJC members, who include municipal councillors, school district trustees and Capital Regional District appointees, recognize the complexity of these issues and applaud the response by all orders of government, your Ministry and Greater Victoria Integrated Police Units very much included.

On this latter subject, Const. Magee told us at a recent VFCYJC meeting that he believes 24/7 MYST service is required given the heavy case load of at-risk children, the necessary work required with parents and families, and the critical upstream intervention needed within the school system.

This round-the-clock effort would be possible if two additional councillor/police officer MYST teams were established, making three in all.

Sincerely,

Marie-Terese Little,
Chair, Victoria Family Court and Youth Justice Committee
<https://www.victoriafamilycourt.ca>

cc Regional Governance Council - Integrated Police Units
Kevin Murdoch, Co-Chair, RGU-IPU
Paula Kully, Executive Assistant, Oak Bay Police Department

cc Premier David Eby
cc Hon. Mitzi Dean, Minister of Children and Family Development
cc Hon. Grace Lore, Minister of State for Child Care
cc Hon. Niki Sharma, Attorney General
cc Hon. Jennifer Whiteside, Minister of Mental Health and Addictions
cc Liz Nelson, Executive Director, Pacific Centre Family Services Association
cc CRD Chair Colin Plant
cc CRD Vice Chair Maja Tait
cc CRD Municipalities
cc SD#61, SD#62, SD#63, SD#93
cc Mitzi Dean Esquimalt-Metchosin Constituency Office

MYST REPORT 2023

The Mobile Youth Services Team is comprised of 1 police officer and 1 counsellor/parent educator. The area of responsibility is the entire CRD, although, the team has had several calls and referrals from the Duncan/North Cowichan area. The mandate of the team is exploitation prevention including online exploitation, sexual exploitation, sex trafficking and gangs. This is a team with a supportive focus, which gathers real time intelligence in relation to their mandate across the region and beyond. The team supports youth and families in community and liaises with multiple agencies. Additionally, as the school liaison positions have been lost in certain areas, MYST has had to help fill that role. As a result, a large portion of the work MYST does is school based, whether it is consultations with staff, students, parents or conducting presentations on healthy relationships, exploitation and gang activity.

The counsellor part of the team is employed by Pacific Centre Family Services, whose head office is in West Shore, and is funded by various means. Every year, the counsellor half of the team has to advocate for funding for this essential service. The police officer half of the team is funded by the region's police departments; all of which contribute funds. The tenure of the police officer on the team has just been extended to 4 years. Ideally, it would be a 5-year position with an option for a 6th to mentor the new officer in the role.

There are currently approximately 145 youth and families across the region that MYST supports and several hundred more peripherally. This number continues to climb at an alarming rate. This has various levels of engagement from meeting in community, to receiving disclosures of sexual assaults, sexual interference, exploitation, extortion, and gang involvement, to name a few. This is a relationship focused team and works to establish trust and rapport to support the youth and their families, as well as gathering intelligence on the predators involved. A unique aspect of the current team is being able to connect with youth through music. Cst Magee plays various instruments and provides instruction as a way to establish rapport and engagement.

As MYST is not an investigative unit, the team will conduct the interviews of youth making the disclosures if required and advise the respective police departments to manage the investigation. MYST will stay engaged with the youth and family through the court process and beyond. The team can be on foot, meeting youth in community, handing out food vouchers one minute, and the next, conducting interviews of youth who are victims of horrific sexual assaults.

The referral process is as simple as a phone call or email, alerting the team of a situation needing their expertise. They are received from multiple sources including schools, hospitals, the Ministry of Children and Families, police agencies, other outreach agencies, parents and youth themselves. As this is a relationship and supportive focused team, the police officer half is in plain clothes and is not focused on youth criminality. If the team was visibly involved in arresting youth, there would be zero trust in community, not only with youth but the other youth focused agencies. This would put vulnerable youth in community in more danger.

The MYST team is also a strong advocate for youth and change. They have a unique, regional perspective regarding youth issues and what challenges youth are facing. They also have a comprehensive picture of systemic challenges facing youth who are street entrenched, drug addicted and at extremely high risk. They bring this knowledge to the multiple committees and meetings that they regularly attend across the region. This advocacy has led to the current team being a part of a Fifth Estate episode focusing on youth drug addiction, which aired on national television in April of 2022. As a result of the current team's reputation and esteem in which they are held in community, The Ministry of Children and Families invited Cst Gord Magee of MYST to be on a panel to hire the high-risk youth team leader. This is the first time that a police officer has been given the honour of being involved in the hiring process for MCFD.

The work load of MYST is extremely heavy and is not sustainably effective with just one team. It takes time to establish rapport with youth and gain trust to receive disclosures. A typical day can see the team in Sooke, Saanich, Victoria, the Peninsula, and Westshore, for multiple issues. The work is extremely difficult and deals with horrific events and situations involving youth. This can take a personal toll and the team relies on each other for support.

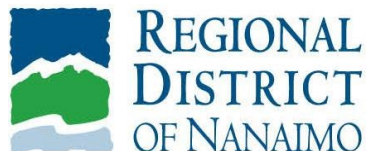
The question was asked by this committee of MYST, "What would make your job easier?" Without hesitation, the answer is at least one more team of a counsellor and police officer with a tenure of 5 years.

Thank you for your time.

Cst Gord Magee

Mia Golden

Mobile Youth Services Team (MYST)



January 19, 2024

Re: Legislative Reform Initiative Update

Dear Local Government Colleagues:

On September 21, 2023, the Regional District of Nanaimo (RDN), Alberni-Clayoquot Regional District, Fraser Valley Regional District (City of Chilliwack), and Don Lidstone, K.C., hosted an interactive, discussion-based panel session (Legislative Reform Initiative) focused on reform of the *Local Government Act (LGA)* at the UBCM Annual Convention in Vancouver. While the lack of powers for regional districts in the *Act* was a major spark for this initiative, the session was intended for both municipal and regional district officials because many aspects of municipal operations are contained in the *LGA* and municipal issues with the *Act* have been the subject of numerous UBCM resolutions over the years. Similar workshops have been held previously at the Association of Vancouver Island and Coastal Communities' Annual Conventions in 2022 and 2023. Approximately 80-85 people attended the September 2023 UBCM session, indicating a broad interest in this evolving topic.

Concerns about the dated *Local Government Act* have been widespread for some time among local governments. Although the Ministry of Municipal Affairs has made significant incremental changes in the legislation over time, without a comprehensive modernization of the *LGA* regional districts are left without sufficient tools or authority to meet expanding responsibilities or to legislate in key areas in comparison with municipalities. Moreover, the evolving social, political, and economic environments that both municipalities and regional districts operate within, such as climate change, environmental stewardship, and a recognition of the importance of First Nations' participation in regional governance, should be reflected in updated and modernized legislation. A key component of our discussions is that any additional powers or tools granted to local government are opt-in so that local governments can choose to implement tools based on what is best for their area.

The goals of the September 2023 UBCM interactive panel session were:

- to provide context and background about the Legislative Reform Initiative
- to discuss whether to proceed with the Legislative Reform Initiative
- to discuss options for the best path forward to steer the process

Prior to the session, the Ministry of Municipal Affairs provided some background information and several questions to consider during the group's discussion. This material was useful and very much appreciated.

The RDN committed to sending UBCM members a "What We Heard" document summarizing discussion at the session and next steps. We are attaching that document to this letter for your information, as well as the material provided by the Ministry of Municipal Affairs that was considered as part of the September 2023 panel discussion at UBCM. In addition, we are attaching the slide deck presented at the UBCM session.

We encourage other local governments to participate in this important initiative. As indicated in the "What We Heard" document, the RDN is currently following up with UBCM on the possibility of requesting that the UBCM Executive form a working group on this topic. Having letters of support from local governments across the province would be helpful in demonstrating interest. Should you wish to send a letter of support, have any questions, or wish to share examples of legislative challenges stemming from the *Local Government Act*, please contact RDN Chief Administrative Officer Douglas Holmes at dholmes@rdn.bc.ca.

Sincerely,

A handwritten signature in black ink, appearing to read "Vanessa Craig". The signature is fluid and cursive, with the first name "Vanessa" written in a larger, more prominent script than the last name "Craig".

Vanessa Craig
Chair, Regional District of Nanaimo

Encl.

Background and Discussion Questions

The Ministry of Municipal Affairs (MUNI) is committed to listening to local governments about their evolving needs and how the existing legislated framework accommodates new responsibilities and challenges. Much of the legislative agenda sponsored by MUNI in recent years has responded to critical local government needs uncovered as a result of the pandemic and in response to UBCM resolutions. The development of legislative change is a lengthy, complex, and resource intensive process. Therefore, it must be rooted in and supported by a clear gap in existing tools and authorities to fix an identified problem that the current legislation or other tools don't resolve. The mere desire for regional district (RD) legislation alone needs to be tested against a real need, with a clear path on policy development for the province to consider.

Government Priorities

The province has been clear in its priorities and focus on pressing issues of affordability and housing supply – allocating significant resources from both the Ministry of Housing and MUNI to initiatives in this space. That scarce allocation is determined by elected decision makers. The priority on affordability and housing supply also presents an opportunity and recognizes that issues of housing availability and affordability are not just urban issues – and that there is a role for regional approaches to support this work that may require new thinking of how RDs are better able to participate in solutions that will have direct implications for RD regulatory authorities.

In addition, MUNI along with other agencies and ministries, are working on other initiatives that have a direct impact on RD authorities, these include:

- The local government financial review working group, made up of staff from the province and UBCM, where work has been underway to review the local government finance system in B.C., analyzing the recommendations in the 2021 UBCM report, and discussing matters of mutual interest;
- Inclusive regional governance to explore First Nations' interests on RD boards (explore issues such as geographic implications/boundaries of the current RD system and alignment with First Nation territories, election mechanics, and service provision);
- Consideration of business licensing and enforcement authorities for RDs, as previously requested by RDs.

Discussion questions – Are there specific RD challenges and legislative concerns that align with the current provincial priorities? What are the clearly defined problem statements/lack of authority for RDs not already accommodated for?

Other Approaches and Tools

In the past, RD officials have expressed a range of concerns such as lack of regulatory authority – in some cases the authorities in question may exist or it may be facilitated through regulation (recent examples include fireworks and source separation regulations). Other identified concerns relate to some of the fundamental foundations of RD structures and principles – such as the principle that cost-recovery for services being matched with the beneficiaries of the service, or the unique ability of RDs to balance rural and urban interests. Any changes contemplated need to be evidence-based and targeted

and not be change for “a nice to have” versus a particular business or governance need for which a policy rationale exists and no other tools exist.

Discussion questions – given the inherent flexibility in the RD system, are there other tools or approaches that may address challenges that could support RDs in the absence of legislative changes?

Process for further engagement

Given the key and pressing priorities that the province is currently engaged on (e.g., housing and homelessness, climate change and emergency planning, health, and the opioid crisis) there are practical considerations about how the local government system (including municipalities and RDs) will partner and collaborate with the province to address these issues. MUNI remains committed to understanding the broad views and perspectives of local government officials (both regional and municipal) across BC on the issues facing their regions and communities including the need for legislative change. We will take under consideration the results of this session.

Discussion questions – Have inclusive, broad meaningful conversations about RD outcomes and authorities occurred across all RDs? And have those been shared with MUNI? How will RDs organize themselves to ensure that all voices will be heard?

LEGISLATIVE REFORM INITIATIVE: NEXT STEPS
UBCM ANNUAL CONVENTION, September 21, 2023
Summary of Session and What We Heard

SUMMARY OF SESSION

On September 21, 2023, the Regional District of Nanaimo, Fraser Valley Regional District (City of Chilliwack), Alberni-Clayoquot Regional District, and Don Lidstone, K.C., hosted an interactive, discussion-based session on legislative reform. The session was intended for both municipal officials as well as regional district officials because many aspects of municipal operations are contained in the *Local Government Act*.

The goals of the session were:

- to provide context and background about the Legislative Reform Initiative
- to discuss whether to proceed with the Legislative Reform Initiative
- to discuss options for the best path forward to steer the process

The Ministry of Municipal Affairs provided background and several questions to consider during the group's discussion (Attachment 1).

Approximately 80-85 people attended the session, indicating a broad interest in this evolving topic.

Concerns with the dated *Local Government Act* include restrictions on taxation and revenue sources, complexities in establishing services, and the lack of provisions in comparison with Section 8 of the *Community Charter* which gives municipalities powers to regulate, prohibit, and impose requirements by bylaw without provincial approval or establishing bylaws. Regional districts are limited in their legislative authority in comparison with municipalities in several key areas such as business licensing authority (which the province is now addressing as part of its efforts around short-term rental housing), subdivision approval, regulation of fireworks discharge, parking enforcement, tree management, and taxation and funding models. Further, social, political, and economic environments that local governments operate within continue to evolve in areas such as climate change, environmental stewardship, and a recognition of the importance of First Nations' participation in regional governance. These realities should be reflected in a modernized legislative framework.

During the session, Slido polls were used to conduct two "straw polls" of the participants, on these questions: 1) whether or not to proceed with the Legislative Reform Initiative, and 2) whether a UBCM working group or a joint local government project is the best path forward to steer the process.

The majority of participants indicated support for the Legislative Reform Initiative, and indicated their preference would be for a UBCM working group to steer the initiative. These polls were conducted to gain a sense of the sentiments of the session participants only, and are not assumed to represent the views of the UBCM membership as a whole.

WHAT WE HEARD

WHY A COMPREHENSIVE MODERNIZATION EFFORT IS NEEDED

- The Ministry of Municipal Affairs has made important incremental changes in the legislation over time, but a more comprehensive modernization project is needed.
- Extensive downloading of responsibilities from the Province to local governments has exacerbated the problems local governments face; outdated legislation prevents local governments from addressing these issues effectively.
- Over 90% of the province is rural and is not under the *Community Charter*; these areas should not be governed by legislation that was drafted in 1966.
- Regional districts and municipalities have restricted powers where they have delegated authority only, are not constitutionally protected, and have few tools or resources to address local problems.
- Particular challenges with the *Local Government Act* (LGA) raised by participants at this session:
 - responding effectively to emergencies and natural disasters
 - taking measures to mitigate the effects of climate change
 - dealing with old infrastructure and the ability to fund these projects solely through property taxes
 - population growth and migration from cities during the pandemic is rapidly changing the character of rural areas; incoming residents have higher expectations for services
 - incorporation should not be the only other governance option for rural areas; there should be an intermediate step available
 - Electoral Areas lack power and resources
 - business licensing authority¹ and subdivision approval are difficult for regional districts
 - small municipalities and regional districts are unable to fund necessary projects costing millions, such as recycling, dikes, etc., to continue to provide the quality of life that residents cherish in these communities.

CONSIDERATIONS FOR PURSUING LEGISLATIVE REFORM RAISED AT THIS SESSION

- The background and questions provided by the Ministry of Municipal Affairs were very helpful in this discussion.
- Need to identify and list specific, concrete, local community issues and distill them from a 10,000-foot level to provide the Ministry of Municipal Affairs with evidence for the need to modernize the *Local Government Act*.
- Legislative reform should be viewed as supporting the Province, not in conflict with the Province.
- The Ministry of Municipal Affairs should be involved from day one.
- The Ministry should provide funding for this initiative's research and policy work, as they have done for the Northwest Benefits Alliance.

¹ The Province is addressing this as part of its efforts around short term rental housing. Amendments to the *Local Government Act* allow Regional Districts to regulate and licence short-term rentals and other businesses in similar ways to municipalities [see link](#)

- What is working well in the legislation should be left as is.
- If legislative reform is successful in providing new powers and tools for local governments, that does not mean all local governments must use them.
- Islands Trust has an even smaller toolbox than municipalities and regional districts.
- Metro Vancouver has excellent models and best practices, especially in the area of climate change; we can borrow good ideas.
- Local governments need a legislative framework that recognizes the importance of, and facilitates working together with, First Nations in a respectful, effective, and inclusive manner.
- When First Nations participate at the Board level, it changes the conversation and the votes. Local governments often are not well informed regarding Indigenous rights and title.
- The inclusive governance goals in UNDRIP legislation and provincial action plans can be reinforced and worked on concurrently with the Legislative Reform Initiative.
- Need to consider 7 generations into future when modernizing the LGA.
- Planning and land use issues should not be included in this initiative.
- Several participants stressed the need to draft a new charter rather than revise portions of the LGA in a continuation of the “band aid” approach.
- Area associations of UBCM should be included in the conversation.
- A retired CAO or Chair could be a primary resource person for this project, conducting research and policy work and keeping the project on track.

DECIDING WHETHER TO PROCEED WITH THE LEGISLATIVE REFORM INITIATIVE

- **Slido poll #1:** Is there an interest in proceeding with the Legislative Reform Initiative? (96% yes, 4% no)

OPTIONS FOR STEERING AND MANAGING THE LEGISLATIVE REFORM INITIATIVE

Option 1: UBCM Executive could form a working group on legislative reform, comprised of representatives from municipalities, regional districts, First Nations, UBCM, and ministerial staff

Option 2: This could be structured as a joint local government project, with local governments contributing funding to form a working group on legislative reform, comprised of representatives from municipalities, regional districts, First Nations, UBCM, and ministerial staff

Considerations for Option 1:

Pros:

- UBCM has an efficient network, broad reach, consistency, research capacity, and impact with the province.
- UBCM can be representative.
- UBCM has already been doing some work on legislative reform, and has experience.
- UBCM can allocate resources if legislative reform is identified as a priority.
- Reporting back will happen at UBCM.

Cons:

- Last UBCM working group report in 2010 did not meet expectations.
- Some uncertainty on the part of some participants as to how a UBCM working group functions.
- A UBCM working group may be more distant from local governments than is ideal.

Considerations for Option 2:

Pros:

- May insulate the project from getting sidetracked, if the Province does not assist with resources for UBCM.
- With a group of passionate people committed to working together on the project, the Legislative Reform Initiative may not need UBCM.

Cons:

- Challenges with resources and capacity: initiative will require significant buy-in and continued long-term commitment from local governments in terms of funding and staff time.
- Difficult to achieve forward momentum “off the side of the desk”.
- The complex coordination required for the project will be a challenge.

➤ Slido poll #2:

- **Option 1:** UBCM Executive forming a working group (85% in favour)
- **Option 2:** Joint local government project (15% in favour)

NEXT STEPS

- A “What We Heard” document summarizing the session will be distributed to UBCM members.
- It is noted that although there was significant enthusiasm for the initiative, including from areas outside the AVICC region, some representatives indicated they would like additional information on the initiative.

UPDATE: December 2023

Following the UBCM Annual Convention, Douglas Holmes, CAO of the Regional District of Nanaimo had the opportunity to discuss the Legislative Reform Initiative and the September 21, 2023, interactive panel session with Gary Maclsaac, Executive Director, UBCM. Mr. Maclsaac is in the process of seeking direction on this matter from the President’s Committee.

Attachment 1: Ministry of Municipal Affairs background and discussion questions



City of Langford

Staff Report to Council

DATE: Monday, February 5, 2024

DEPARTMENT: Planning

APPLICATION NO.: Z22-0036

SUBJECT: Bylaw No. 2142 – Application to Rezone 820, 822, 824, and 826 Hockley Avenue from the R2 (One- and Two-Family Residential) Zone to the CC1 (City Centre) Zone to allow a six-storey apartment building.

BACKGROUND:

Note: This item has been the subject of a Public Hearing.

At their regular meeting of August 21st, 2023, Council passed the following resolution with respect to 820, 822, 824, and 826 Hockley:

THAT Council:

1. *Proceed with consideration of First Reading of Bylaw No. 2142 to amend the zoning designation of the properties located at 820, 822, 824, and 826 Hockley Avenue from One- and Two-Family Residential (R2) to City Centre (CC1) 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: (secured in bylaw)*
 - i. *\$750 towards the Affordable Housing Reserve Fund; and*
 - ii. *\$2,850 towards the General Amenity Reserve Fund;*

Subject to reductions in accordance with the Affordable Housing and Amenity Contribution Policy and the Attainable Housing Policy depending on use and height.

- b. *That the applicant provides, prior to Bylaw Adoption, a Section 219 covenant, registered in priority of all other charges on title, that agrees to the following: (completed)*

- 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, inclusive of red brick sidewalk and street parking.*
 2. *A storm water management plan; and*
 3. *A construction parking and delivery management plan.*
- ii. *That the developer will connect and be responsible for any upgrades required to the services and utilities required for the development;*
- iii. *That the properties be consolidated prior to issuance of a Development Permit for Form and Character;*
- iv. *That no occupancy permit shall be issued until the roundabout at Peatt Road and Hockley Avenue has been completed and is operational, to the satisfaction of the Director of Engineering;*
- v. *That a separate covenant be registered prior to issuance of a building permit for the proposed residential building that ensures parking is allocated to each unit and for visitors as required by the zoning bylaw, and is not provided in exchange for compensation separate from that of a residential unit;*
- 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 3rd 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. *That, prior to the issuance of a Building Permit, the developer enter into a Housing Agreement with the City that requires 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 (POL-0166-PLAN). The developer*

shall identify the Attainable Units on the plans submitted for the required Development Permit application;

- viii. *That all tree protection and monitoring measures outlined in the arborist report prepared by Talmack Urban Forestry Consultants Ltd, dated June 29th, 2023, shall be implemented throughout the course of construction. Tree protection fencing shall be installed prior to commencement of works, and confirmation shall be provided to the Planning Department.*

AND

2. *Authorize the Director of Planning and Subdivision to grant the following variance within the required development permit: **(to be dealt with in future Development Permit)***
- a. *That Section 4.01.01 be varied to reduce the required parking from the required 1.25 spaces per residential unit to 1.2 spaces per residential unit Amendment:*

AND

3. *That Council direct staff to work with the developer to maximize the use of the parkade to include cargo bike storage. **(to be dealt with in future Development Permit)***

COMMENTARY:

The Public Hearing for Bylaw No. 2142 was held on September 25, 2023. Following the close of the Public Hearing, Council passed 2nd and 3rd readings of the Bylaw. 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 - September 25, 2023 \(escribemeetings.com\)](https://www.escribemeetings.com)

The applicant has registered a Section 219 Covenant against the title of the subject properties that agrees to items b. i - viii in Council's resolution dated August 21, 2023.

Bylaw No. 2142 was signed by the Minister of Transportation and Infrastructure on September 29th, 2023.

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. 2142.

OR Option 2

That Council not adopt Bylaw No. 2142.

SUBMITTED BY: Julia Buckingham, Planner II

Concurrence: Leah Stohmann, MCIP, RPP, Deputy Director of Planning and Subdivision

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

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

Concurrence: Matthew Baldwin, MCIP, RPP, Director of Planning and Subdivision

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

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

Concurrence: Marie Watmough, Deputy Director of Corporate Services

Concurrence: Braden Hutchins, Director of Corporate Services

Concurrence: Darren Kiedyk, Chief Administrative Officer

CITY OF LANGFORD BYLAW NO. 2142

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 One- and Two-Family Residential (R2) Zone and adding to the City Centre (CC1) Zone the properties legally described as:
 - a) Strata Lot B, Section 5, Esquimalt District, Strata Plan VIS3644, PID No. 023-028-751 (820 Hockley Ave);
 - b) Strata Lot A, Section 5, Esquimalt District, Strata Plan VIS3644, PID No. 023-028-742 (822 Hockley Ave);
 - c) Strata Lot 2, Section 5, Esquimalt District, Strata Plan VIS3260, PID No. 018-776-159 (824 Hockley Ave);
 - d) Strata Lot 1, Section 5, Esquimalt District, Strata Plan VIS3260, PID No. 018-776-141 (826 Hockley Ave)

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
CC1	2142	<p>Strata Lot B, Section 5, Esquimalt District, Strata Plan VIS3644, PID No. 023-028-751 (820 Hockley Ave);</p> <p>Strata Lot A, Section 5, Esquimalt District, Strata Plan VIS3644, PID No. 023-028-742 (822 Hockley Ave);</p> <p>Strata Lot 2, Section 5, Esquimalt District, Strata Plan VIS3260, PID No. 018-776-159 (824 Hockley Ave);</p> <p>Strata Lot 1, Section 5, Esquimalt District, Strata Plan VIS3260,</p>	<p>a) \$2,850 per residential unit created towards the General Amenity Reserve Fund on the 1st through 4th storeys; and</p> <p>b) \$1,425 per residential unit created towards the General Amenity Reserve Fund on the 5th and 6th storeys; and</p> <p>c) 1,425 per non-market residential unit created towards the General Amenity Reserve Fund; and</p> <p>d) \$750 per unit created towards the Affordable Housing Reserve Fund</p>	No

		PID No. 018-776-141 (826 Hockley Ave)	on the 1 st through 4 th storeys; and e) \$375 per unit created towards the Affordable Housing Reserve Fund on the the 5 th and 6 th storeys; and f) \$375 per non-market residential unit created towards the General Amenity Reserve Fund;	
--	--	--	--	--

B. This Bylaw may be cited for all purposes as “Langford Zoning Bylaw, Amendment No. 704 (820, 822, 824 and 826 Hockley Avenue), Bylaw No. 2142, 2023”.

READ A FIRST TIME this 21st day of August, 2023.

PUBLIC HEARING held this 25th day of September, 2023.

READ A SECOND TIME this 25th day of September, 2023.

READ A THIRD TIME this 25th day of September, 2023.

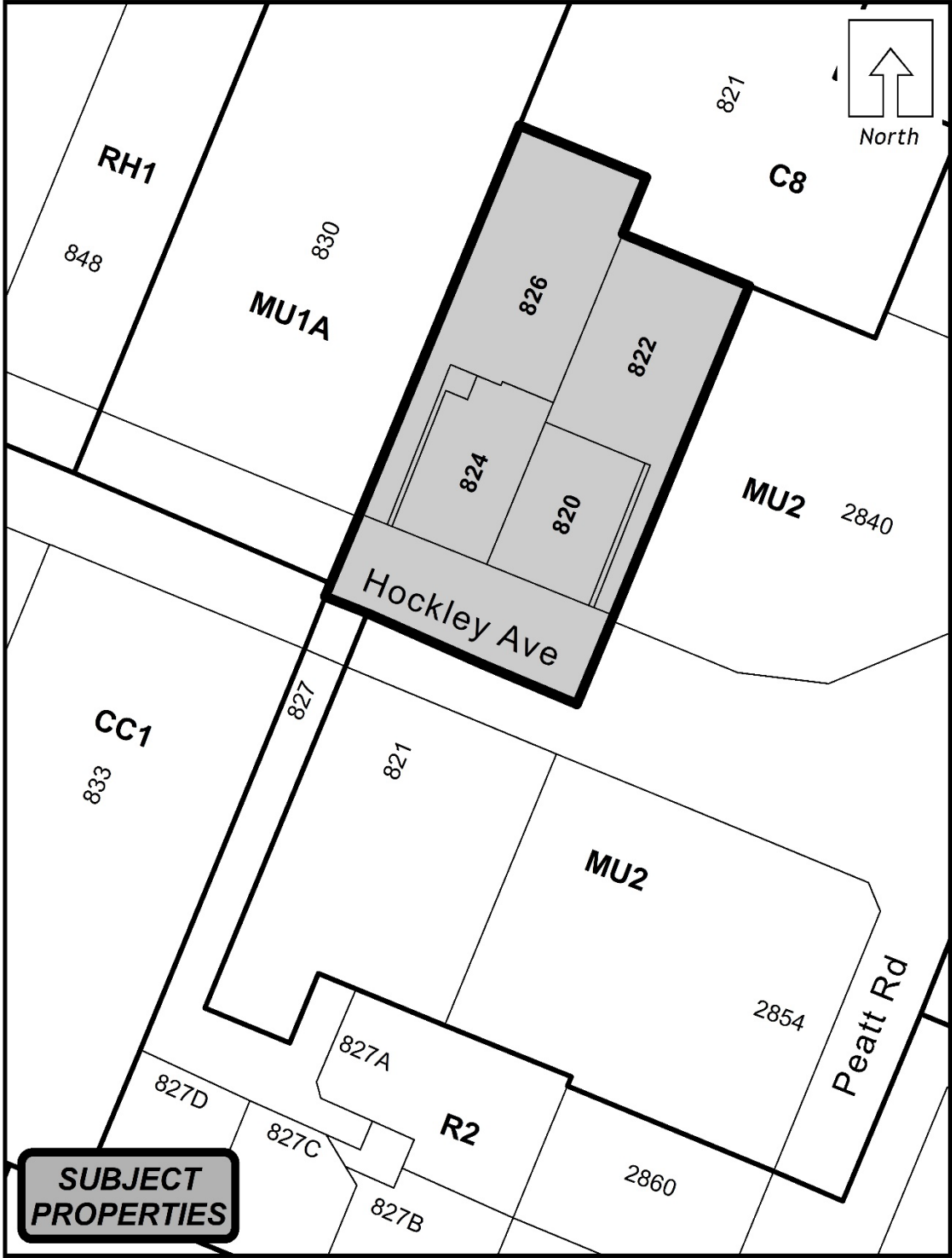
APPROVED BY THE MINISTRY OF TRANSPORTATION AND INFRASTRUCTURE this 29th day of September, 2023.

ADOPTED this day of , 2024.

PRESIDING COUNCIL MEMBER

CORPORATE OFFICER

Schedule A





City of Langford

Staff Report to Council

DATE: Monday, February 5, 2024

DEPARTMENT: Engineering

APPLICATION NO.: Sub21-0053

SUBJECT: Mantle Heights Development Cost Charge Agreement (Project 10 Goldstream Business Park) Approval Bylaw No. 2143, 2024 and Mantle Heights DCC Agreement No. CON24-0019

EXECUTIVE SUMMARY:

The purpose of this report is to seek Council's approval of the Mantle Heights Development Cost Charge Agreement (Project 10 Goldstream Business Park) Approval Bylaw No. 2143, 2024 and Mantle Heights DCC Agreement No. CON24-0019 to allow the developer to recover the construction costs through Road Development Cost Charges. The developer of 2750 Leigh Road, Beedie (Langford Ridge) Holdings Ltd., is actively lot leveling this 53.6-acre parcel, installing the utilities, and constructing the roads in preparation to sell most or all of the light industrial and multi-family residential zoned lots to other developers or builders.

The public road through this development, commonly referred to as Mantle Heights Road, will be approximately 865m long, spanning from a new signalized intersection at Leigh Road to the emergency access (which may be used as a multi-use path) on Goldstream Avenue. This future public road was originally identified and deemed regionally beneficial due to the fact that it would enable a large employment centre to be built in Langford and was therefore added to the Roads DCC Bylaw No. 2021 as Project 10 – Goldstream Business Park.

The developer is essentially front-ending the cost to construct this public road for DCC credits. If the City were to build this public road, we would have to wait until there were enough funds in the Roads DCC account prior to building it. The DCC program provides an incentive for developers to build these regionally beneficial roads a lot faster than the City could; however, if these developers will not be the developers owing DCCs at the time of subdivision or building permit, then they may never get to apply those credits earned nor recover their costs. In order for Beedie to recover their costs as the future developers or builders pay the Road DCCs to the City, a site-specific bylaw and accompanying agreement are required for these situations and must be adopted by Council prior to the completion of the DCC project/DCC credits earned.

BACKGROUND:

The City of Langford Development Cost Charge (DCC) Bylaw No. 2021 outlines regionally benefitting projects in the Roads category and sets the DCC rates for different types of land uses. As development proceeds, DCCs are payable to the City either at the time of subdivision or building permit issuance, depending on the type of development being constructed and when it is confirmed how many units of which type are being built. The City also has a corresponding Policy, POL-0003-ENG, that allows for Developers to accrue DCC credits when the Developer constructs DCC projects (or portions thereof) outlined in the Bylaw. Once earned, the DCC credits can be applied to offset DCC fees that the developer owes to the City.

Most, if not all, rezoning and development approvals require a developer/owner to construct frontage improvements, including road construction. If some or all of these frontage improvements align with approved DCC project(s), the developer will be required to construct their frontage works in accordance with the ultimate road design to the satisfaction of the Director of Engineering and Public Works. As this ultimate design work may exceed what the developer would be required to construct based solely on the needs of the particular development, they would earn DCC credits for those additional works. The credits can then be applied against the DCCs owing to the City by that developer when the DCCs become payable (either at the time of subdivision or building permit issuance, depending on the development type).

While in most cases, the developer earning the DCC credits is also the party who owes DCCs to the City at the time of subdivision or building permit issuance, in some instances, there are development sites that are larger tracts of land which the developer subdivides into multi-family, commercial, or industrial lots and then sells some or all of the properties to other builders. In these cases, the developer of the property who constructs the DCC project at their cost (earning the DCC credits) is no longer in a position to apply a portion of their DCC credits when the DCCs become due. Instead, because the lots have been sold, it is those purchasers who become responsible for paying the DCCs to the City.

COMMENTARY:

In the case before Council, Beedie is constructing, at their cost, Project 10 – Goldstream Business Park (Bylaw No. 2021) and will earn Road DCC credits for the accepted works to the limits allowable in the DCC program. This developer plans to sell some or all of the lots within this development prior to the DCCs becoming due to other companies who will then owe DCCs at the time they come in for building permit.

In order to allow the DCC credit holder to benefit from the construction of the DCC project at their own cost, Council can adopt a Bylaw with an accompanying agreement to allow the parent developer of this site (the holder of the DCC credits) to recover the DCC payments from any properties within the parent development site, over a maximum of 15 years after the substantial completion of the DCC project (the date the DCC credits are earned). The City would collect the DCCs as part of the Building Permit process and then once per year the DCCs collected for these lands would be paid to the developer with an

equivalent reduction to their remaining DCC credits. The amount that can be recovered by the parent developer is limited to the amount of DCC credits they have, or the amount of the project budgeted in the DCC bylaw, whichever is less.

A site-specific bylaw and accompanying agreement are required for these situations and must be adopted by Council prior to the completion of the DCC project/DCC credits earned.

FINANCIAL IMPLICATIONS:

Under the more typical scenario, when the DCC's are payable to the City by the developer of the lands, they would be offset by the DCC credits earned through the construction of the DCC project, thus no cash would be collected at that time by the City.

If adopted, the scenario in this case would see the City collect DCC's owing from the property owner who bought the property from the developer. The new owner, not having DCC credits, would pay the DCCs owing and the City would then issue a cheque to the parent developer to reduce the amount of the DCC credits by the same amount.

For the City, the net result is the same, with some additional administrative work required.

LEGAL IMPLICATIONS:

Staff have obtained a legal opinion on how to handle these situations; the advice was that a bylaw be adopted, and an accompanying agreement be entered into for each one of these situations.

OPTIONS:

Option 1

THAT Council approve the Mantle Heights DCC Agreement No. CON24-0019 and authorize the Mayor and CAO, or Corporate Officer, to execute the agreement after adoption of Bylaw No. 2143, 2024;
 AND

THAT Council give first, second and third readings to the Mantle Heights Development Cost Charge Agreement (Project 10 Goldstream Business Park) Approval Bylaw No. 2143, 2024 and Mantle Heights DCC Agreement No. CON24-0019.

OR Option 2

THAT Council take no action at this time with respect to this Mantle Heights Development Cost Charge Agreement (Project 10 Goldstream Business Park) Approval Bylaw No. 2143, 2024.

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

Concurrence: Leah Stohmann, MCIP, RPP, Deputy Director of Planning and Subdivision

Concurrence: Donna Petrie, Senior Manager of Business Development and Events

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

Mantle Heights Development Cost Charge Agreement (Project 10 Goldstream Business Park) Approval
Bylaw No. 2143, 2024 and Mantle Heights DCC Agreement No. CON24-0019
20240205 Council Report
Page 4 of 4

- Concurrence:** Matthew Baldwin, MCIP, RPP, Director of Planning and Subdivision
- Concurrence:** Katelyn Balzer, P.Eng., Director of Engineering and Public Works
- Concurrence:** Michael Dillabaugh, CPA, CA, Director of Finance
- Concurrence:** Marie Watmough, Deputy Director of Corporate Services
- Concurrence:** Braden Hutchins, Director of Corporate Services
- Concurrence:** Darren Kiedyk, Chief Administrative Officer

Attachment(s): DRAFT Bylaw No. 2143, 2024

CITY OF LANGFORD

BYLAW NO. 2143

A bylaw to authorize the Mantle Heights Road DCC Agreement for Project Number 10 (Goldstream Business Park).

The City of Langford in open meeting hereby enacts as follows:

Citation

- 1. This bylaw may be cited for all purposes as “Mantle Heights DCC Agreement (Project Number 10) Approval Bylaw No. 2143, 2024”.

Agreement and DCC payment Approval

- 2. The City is authorized to enter the agreement attached as Schedule “A” of this bylaw and to pay out of the City’s development cost charge reserve fund established for road purposes all payments required by the City to be made under that agreement.

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 of Bylaw No. 2143

MANTLE HEIGHTS DCC AGREEMENT (PROJECT NUMBER 10)

CON24-0019

THIS AGREEMENT is dated for reference

BETWEEN:

BEEDIE (LANGFORD RIDGE) HOLDINGS LTD., INC. NO. BC1096234

3030 Gilmore Diversion

Burnaby, B.C. V5G 3B4

(the “Owner”)

AND:

CITY OF LANGFORD

2ND floor, 877 Goldstream Avenue

Langford, B.C. V9B 2X8

(the “City”)

WHEREAS:

- A. The Owner is the registered owner in fee simple of 2750 Leigh Road, the lands legally described as:

PID: 030-170-133

Lot 1, Sections 85, 99, 115, and 116, Esquimalt District, Plan EPP67815

(the “Lands”);

- B. The City amended its zoning bylaw by bylaw number 1661 and 2028 to facilitate the development of these Lands and as a condition of adoption of the amendment bylaws the Owner granted the City a covenant which was registered against the Lands under section 219 of the *Land Title Act* under number CB136250;
- C. Bylaw 1661 restricted the use or development of the Lands until the Owner has constructed specified works and services, including the road project defined below as the “Mantle Heights Road DCC Project”;
- D. The City wishes to make this agreement regarding development cost charge offsets and payments in order to provide incentive to the Owner to complete the Mantle Heights Road DCC Project.

NOW THEREFORE, in consideration of the terms and conditions set out below and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

Interpretation

1. In this Agreement,
 - (a) "Associated Lands" means the lands legally described as PID: 030-170-133 Lot 1, Sections 85, 99, 115, and 116, Esquimalt District, Plan EPP67815; and any lands subsequently subdivided from the above noted parent parcel;
 - (b) "Cost Recovery Limit" means \$5,880,000, which is equal to the portion of the cost of the Mantle Heights Road DCC Project that is included in the calculations used to determine development cost charges imposed by the City for roads;
 - (c) "DCC Credit Policy" means the City's road and storm drainage DCC credit policy adopted by resolution as Amendment No. 2 June 2016;
 - (d) "DCC Payment" means a payment made to the Owner in respect of the Mantle Heights Road DCC Project under section 5;
 - (e) "Mantle Heights Road DCC Project" means all work necessary to complete the project referred to as Goldstream Business Park Project Tech Road Number 10 (Upper Goldstream Ave) in Schedule "C" of the City of Langford Development Cost Charge Bylaw No. 1700, 2017;
 - (f) "Owner's DCC Credit" means the offset that will be available to, or that has been provided to, the Owner in respect of the Mantle Heights Road DCC Project under subsection 565 (1) or (2) of the *Local Government Act*;
 - (g) "Transferred DCC Credit" means an Owner's DCC Credit that has been transferred to another person in accordance with section 8 or 9 of the DCC Credit Policy.

Conditions

2. The City's obligation to make payments under this Agreement arises only after the Mantle Heights Road DCC Project is substantially completed by the Owner and only if the Mantle Heights Road DCC Project is substantially completed by the Owner within the term of the Agreement. For the purpose of this Agreement, the Mantle Heights Road DCC Project is substantially completed when the City issues a certificate of substantial completion for the project to the Owner.

Term

3. This Agreement commences on the date it is fully executed and ends on the earlier of
 - (a) the date that is fifteen years after the date on which it is fully executed; or
 - (b) the date the total of:
 - (i) all Owner's DCC Credits that have been used by the Owner to offset development cost charge payments, plus
 - (ii) all Transferred DCC Credits, plus
 - (iii) all payments made by the City to the Owner under section 5, plus
 - (iv) all payments made to a person to whom the Owner has assigned its right to payments under section 10,reaches the Cost Recovery Limit.

Payments to the Owner

4. Subject to section 6, on or before December 31 of the year in which the Mantle Heights Road DCC Project is substantially completed by the Owner, and on or before December 31 of each subsequent year of the term of this Agreement, including December 31, 2038, the City shall pay to the Owner all development cost charges for roads received by the City in connection with the subdivision or development of the Lands or the Associated Lands during the portion of the term of this Agreement preceding that December 31, less the amount previously paid to the Owner under this section. The obligation to make the final payment required by this section survives the termination of the Agreement.
5. The City is not required to make any payment under section 5 that would cause the total of all amounts referred to in section 1(b) to exceed the Cost Recovery Limit.

Reduction of Owner's DCC Credits

6. The Owner's DCC Credits are reduced by the amount of any Transferred DCC Credits and any payments made to the Owner or to a person to whom the Owner has assigned its right to payments under this Agreement.

Interest

7. No interest is payable by the City in respect of road development cost charges collected by the City and payable to the Owner under section 5, including for the period from the time they are collected by the City until the time they are paid to the Owner under section 5.

City's Obligation Limited to Collected Amounts

8. The City's obligation to make payments under section 5 is limited to amounts actually received by the City from owners of the Lands and the Associated Lands and the City has the sole discretion, without liability to the Owner, to determine the amounts of development cost charges payable to the City by owners of the Lands and Associated Lands, including by determining whether any reductions or exemptions are applicable in any case.

Assignment of Right to Payments Under Section 5

9. The Owner may assign the Owner's right to payments under section 5 to another person or persons by giving written notice to the City in accordance with section 36 of the *Law and Equity Act* that it is assigning absolutely to that person or persons its right to payments under section 5. A person to whom an assignment is made under this section takes the assignment subject to all conditions and restrictions that would have been applicable to the Owner's right to such payments under this Agreement in the absence of the assignment.

Notices

10. Any notice to be given under this Agreement shall be in writing and may be delivered personally or sent by prepaid registered mail. The addresses of the parties for the purpose of notice shall be the addresses set out in this Agreement. A party may at any time give notice in writing to the other party of any change of address for the purpose of this Agreement.

Amendment or Waiver

11. No amendment to or waiver of any part of this Agreement is valid unless in writing and executed by the parties.

Entire Agreement

12. This Agreement is the entire agreement among the parties respecting development cost charges in relation to the Mantle Heights Road DCC Project and the Owner agrees that the City has not made any other representations or warranties respecting any entitlement to development cost charge credits or payments in relation to that project.

City's Powers Preserved

13. Nothing in this Agreement fetters the legislative powers of the City.

Applicable Law

14. The laws of British Columbia govern the interpretation and enforcement of this Agreement and the parties accept the jurisdiction of the courts of British Columbia in relation to such matters.

IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year written below.

1096234 B.C. Ltd. by its authorized signatories:

Name:

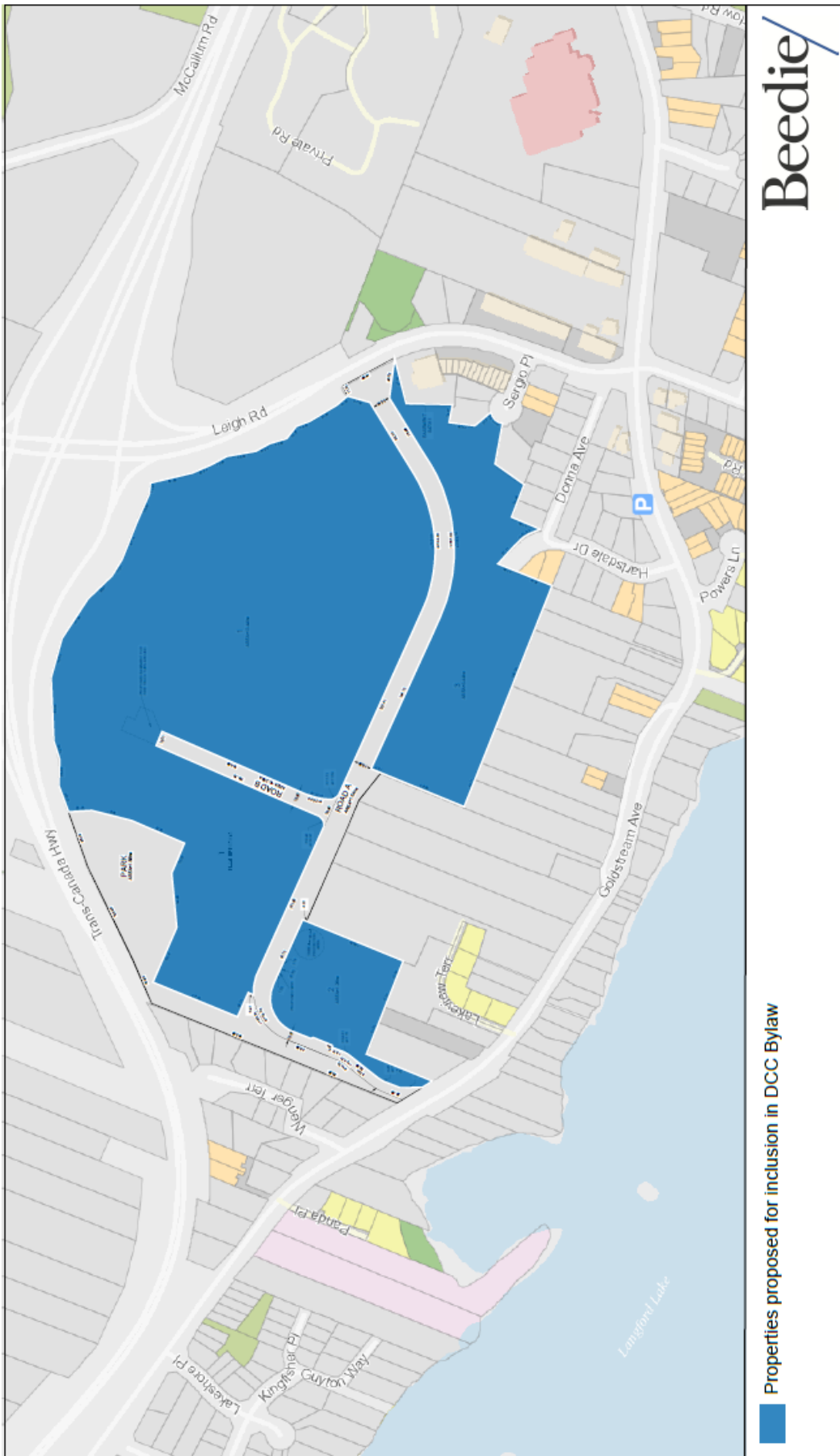
Date: _____

City of Langford by its authorized signatories:

Mayor:

Corporate Officer:

Date: _____



Beedie

Properties proposed for inclusion in DCC Bylaw

**CITY OF LANGFORD
BYLAW NO. 2156**

A BYLAW TO AMEND SEWER UTILITY BYLAW No. 1600, 2016

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

1. City of Langford Sewer Utility Bylaw No. 1600, 2016 is amended as follows:
 - i) By replacing Schedule B, with Schedule B attached to this Bylaw;
2. This Bylaw may be cited as “Sewer Utility Bylaw Amendment No. 7, Bylaw No. 2156, 2024”.

READ a first time this 15th day of January, 2024.

READ a second time this 15th day of January, 2024.

READ a third time this 15th day of January, 2024.

ADOPTED this day of February, 2024.

Presiding Council Member

(Certified Correct)
CORPORATE OFFICER

SCHEDULE B

SCHEDULE B (Fee amounts in dollars)

Fee Type	Unit of Measure	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Sewer connection fee	Per inch of service pipe diameter	1500	1500	1500	1500	1500	1500	1500	1500	1500	1500
Sewer capital recovery fee	Per R2 equivalent lot	9154	9426	9706	9994	10291	10497	10654	10654	10654	10654
Incremental storage improvement fee	Per SCRF assessed	495	495	495	495	495	495	495	495	495	495
Sewer user fee	Per m ³ of water consumption	0.486	0.650	0.814	1.002	1.199	1.223	1.241	1.298	1.376	1.431

2024 AVICC Resolution

Category: Community Safety

Title: Automated Licence Plate Recognition Funding

WHEREAS the City of Langford recognizes the importance of safety and compliance to the *Motor Vehicle Act* for all road users and;

WHEREAS the discontinuation of vehicle licence plate validation decals in British Columbia has negatively impacted law enforcement officers in their ability to detect and enforce uninsured motor vehicle violations:

THEREFORE BE IT RESOLVED that the AVICC and UBCM petition to the Province and ICBC to provide municipalities and police agencies with the required funds to procure Automated Licence Plate Recognition (ALPR) hardware for all law enforcement vehicles in British Columbia.

Category: Community Safety

Title: Automated Licence Plate Recognition Funding

Introduction:

In 1970, the *Motor Vehicle Act (MVA)* required vehicle licence plate validation decals in British Columbia. The validation decals were issued through the Insurance Corporation of British Columbia (ICBC) and were to be displayed on vehicle license plates. The validation decals were often used by law enforcement officers to verify vehicle licence and insurance validity.

As of May 1, 2022, [validation decals are no longer required on vehicles in B.C.](#). The obsolescence of validation decals in B.C. was presented as a part of broader efforts to modernize ICBC and coincided with the introduction of convenient online renewal services through ICBC's website.

Following the elimination of validation decals, [police agencies in B.C. are raising concerns about an increase in uninsured motorists on the roads](#). While vehicle insurance remains the responsibility of individual motorists, public health care costs stemming from vehicle collisions involving uninsured motorists result in direct financial impacts for innocent, everyday British Columbians. Hence, to reduce potential health care costs and to encourage improved road safety outcomes, it is imperative that police agencies are equipped with the necessary enforcement tools to serve their respective communities.

Background:

On August 14, 2020, [Bill 20 – Motor Vehicle Amendment Act \(No.2\), 2020](#), received Royal Assent. The regulatory amendments in Sections 12 and 51 of the *MVA* provided ICBC with a mechanism to eliminate the necessity for a physical validation decal, through issue of a “prescribed document or prescribed action”.

Upon [initial debate of the amendments](#), enforcement concerns were raised. In response, it was noted that police agencies in B.C. use Automated Licence Plate Recognition (ALPR) technology to support law enforcement officers. [ALPR technology is an effective tool to help law enforcement identify MVA infractions and criminal activity that may otherwise go undetected](#). ALPR technology uses specialized software and infrared colour cameras that are mounted onto police vehicles to rapidly scan license plates against a “hot list” that is updated daily by the Canadian Police Information Centre (CPIC) and ICBC.

As of May 1, 2022, B.C. joined the lead of five other Canadian Provinces and Territories in eliminating validation decal requirements. At that time, [ICBC contributed a one-time \\$1 million](#)

Submitted by: Councillor Colby Harder
February 5, 2024

[dollar investment](#) towards modernizing the ALPR program and assisting municipalities and police agencies in purchasing new hardware.

Rationale:

The elimination of validation decals in B.C. has resulted in negative consequences impacting public compliance, law enforcement, and ultimately, road safety. Most significantly, while adequate vehicle insurance remains squarely the responsibility of individual motorists, the health and recovery costs stemming from collisions involving uninsured motorists are ultimately funded with tax dollars through ICBC's [Enhanced Care](#) and [Basic Underinsured Motorist Protection](#) (UMP). Thus, while efforts to advance the modernization ICBC should continue, they should be bolstered by proactive policy aimed at preventing uninsured collisions through further funding commitments towards the ALPR program.

Police agencies across the Province are raising concerns as a growing number of everyday British Columbians face the inconvenience of receiving a \$598 fine for driving without insurance. In January 2024, the [Coquitlam](#) and [Kootenay](#) RCMP detachments both reported striking increases in the number of vehicles they're stopping that don't have valid insurance and were explicit in linking the rise in uninsured vehicles to the elimination of the decal. Similarly, data collected through the Westshore RCMP Police Records Information Management Environment (PRIME) notes a significant increase in uninsured vehicle infractions with a total of 237 violation tickets and warnings issued between May 1st, 2022 – April 30th, 2023, up from 125 occurrences in the year prior.

[ALPR can aid law enforcement officers in their ability to automatically detect uninsured vehicles safely without distraction](#). While ALPR has been permanently in place since 2010, 14 years later, law enforcement vehicles across the Province remain underequipped with ALPR technology. While validation decals previously provided motorists with a friendly reminder of upcoming renewals, they more significantly granted law enforcement officers with a valuable, no cost tool to efficiently check vehicle licence validity. Thus, unless equipped with ALPR hardware, the elimination of validation decals has left law enforcement officers hindered in their ability to provide proactive, effective enforcement in their respective communities.

Safety for all road users is of paramount importance to B.C. residents and communities and it is imperative that the unintended consequences resulting from the elimination of validation decals be addressed without delay. Thus, to reduce potential health care costs and to encourage improved road safety outcomes in communities across B.C., the proposed resolution calls on the Province and ICBC to provide municipalities and police agencies with the required funds to procure Automated Licence Plate Recognition (ALPR) hardware for all law enforcement vehicles in British Columbia.

From: [Preston, Todd \(RCMP/GRC\)](#)
To: [Colby Harder](#); [Keith Yacucha](#)
Subject: FW: Insurance
Date: January 22, 2024 6:03:06 PM

From: Webb, Hannah (RCMP/GRC)
Sent: January 22, 2024 4:02 PM
To: Preston, Todd (RCMP/GRC) <todd.preston@rcmp-grc.gc.ca>
Subject: Insurance

Decals were discontinued by ICBC on May 1st, 2022. Many drivers continued to be insured and have active decal stickers on their vehicle until months after that date. E-Ticketing in West Shore RCMP traffic vehicles was rolled out May 1, 2021 but expanded to all GD vehicles in January 2023, thus the amount of E-Tickets increased greatly in 2023. Prior to E-ticketing, PRIME general occurrence files would be created to capture this information or they would be bulk filed and captured on a spreadsheet by the traffic clerk. Currently, we create both GO's or E-tickets depending on the situation, and some members still issue paper tickets. The below information does not include paper violation tickets that were bulk filed as that info is not captured in PRIME.

2021-04-30 to 2022-04-30:	PRIME General Occurrences:	81 VT, 32 WARN
	Etickets 24(3)(b):	12 VT, 0 WARN
	Total:	93 Violation Tickets, 32 Warnings (125)

2022-05-01 to 2023-04-30:	PRIME General Occurrences:	93 VT, 23 WARN
	Etickets 24(3)(b):	119 VT, 2 WARN
	Total:	212 Violation Tickets, 25 Warnings (237)

Hannah Webb
PRIME & Data Quality Coordinator
West Shore RCMP
250-391-3317
250-474-8790 fax

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2024 AVICC Resolution

Category: Community Safety

Title: Addressing the Impact of Provincial Policy on Local Municipalities, Taxation Equity, and Interim Policing Cost Support

WHEREAS the City of Langford acknowledges the vital role of health care, mental health care, and social services in building a resilient and safe community;

WHEREAS the Province's failure to meet its commitments in these areas has unfairly burdened municipalities, straining local resources and compromising public safety, thus exacerbating social inequity through heightened property taxes;

THEREFORE BE IT RESOLVED THAT the Association of Vancouver Island and Coastal Communities (AVICC) strongly urges increased Provincial funding and support for health care, mental health care, and comprehensive housing initiatives. Immediate action is necessary to alleviate the strain on municipal resources and enhance public safety;

FURTHER BE IT RESOLVED THAT the AVICC calls on the Provincial government to demonstrate good faith by covering the heightened share of policing costs. This recognizes the Provincial responsibility in shifting these public safety costs to municipalities due to inadequate provision of social services and health care.

Title: Addressing the Impact of Provincial Policy on Municipalities

Introduction:

The issue at hand revolves around the responsibility of the Provincial government to provide essential services such as health care, mental health care, and housing. The failure of the Province to fulfill its obligations in these areas has led to a direct downshift of associated costs to municipalities, including the City of Langford. This downshift places undue pressure on local resources and has significant implications for social equity, particularly in the context of property taxation. Additionally, the burden has resulted in increased policing costs for municipalities, diverting resources meant for criminal law enforcement to address social problems better handled by appropriate health and social service agencies, areas of Provincial responsibility.

Background:

The City of Langford, like many other municipalities, is grappling with the consequences of inadequate Provincial support for essential services. The provision of health care, mental health care, and housing is fundamental to creating thriving and secure communities. However, the Province's failure to fulfill its obligations has left municipalities to bear the financial strain, particularly through property taxes, a form of taxation known for its regressive nature.

The impact is evident in the rising police costs faced by municipalities. Social issues that should be addressed through health and social service agencies are increasingly being handled by law enforcement, stretching their resources thin and hindering their ability to focus on criminal law enforcement.

Importance:

Social Equity

The downshift of costs to municipalities, especially through regressive property taxation, has implications for social equity. It exacerbates existing disparities by placing a heavier burden on those with limited financial means, contributing to an inequitable distribution of the tax load.

Public Safety

The increased pressure on municipal law enforcement due to the handling of social issues detracts from their primary function of maintaining public safety. Adequate funding for health and social service agencies would allow for a more holistic and effective approach to addressing the root causes of social problems.

Collaborative Governance

The importance of collaborative governance cannot be overstated. Advocating for increased Provincial support and a collaborative strategy acknowledges the shared responsibility of both levels of government in ensuring the well-being of citizens.

Conclusion:

Addressing the impact of Provincial policy on municipalities is crucial for creating sustainable and equitable communities. By advocating for increased Provincial funding and support, a shift in focus from

Submitted by: Councillor Keith Yacucha

February 5, 2024

law enforcement to appropriate agencies, and an interim measure of Provincial support for policing costs, the resolution aims to foster a more collaborative and effective approach to addressing the complex challenges faced by municipalities like the City of Langford.

2024 AVICC Resolution

Category: Fiscal Policy

Title: Rethinking Municipal Taxation for Equitable and Effective Crisis Response

WHEREAS municipal governments, often on the front lines, bear the brunt of addressing shared crises such as climate issues, housing affordability, inequality, public health, and infrastructure challenges;

WHEREAS the burden on municipalities has intensified due to Provincial shortcomings in fulfilling their responsibilities, leaving many municipalities grappling with insufficient revenue sources, resulting in an overreliance on regressive property taxation;

THEREFORE BE IT RESOLVED THAT the Association of Vancouver Island and Coastal Communities (AVICC) urges the Province to promptly fulfill its responsibilities in providing health care, including mental health care, as well as social services and the management of criminal rehabilitation through correctional facilities.

FURTHER BE IT RESOLVED THAT, in the absence of immediate Provincial action, the AVICC advocates for a comprehensive and immediate review of municipal taxation and revenue sources. This recognizes the pivotal role of municipalities, which, despite these being Provincial responsibilities, are left to deal with the repercussions without adequate support from the Province.

Category: Fiscal Policy**Title:** Rethinking Municipal Taxation for Equitable and Effective Crisis Response**Introduction:**

Municipalities, as the front-line responders to societal challenges, play a pivotal role in addressing crises that directly impact the well-being of their residents. The interconnected nature of crises, including the climate crisis, housing affordability crisis, inequality crisis, public health crisis, and infrastructure crisis, necessitates a re-evaluation of municipal taxation and revenue sources to ensure both fairness and effectiveness in crisis response.

Background:Provincial Withdrawal and Municipal Burden

The burden on municipalities has intensified due to the withdrawal of the Province from crucial mandates such as housing and public health. This withdrawal has placed additional strain on local resources, exacerbating existing challenges and contributing to the growing infrastructure and inequality crises.

Regressive Nature of Property Taxation

The reliance on property taxation, a regressive form of revenue, compounds the challenges faced by communities. This system fails to achieve the goals of vertical or horizontal equity, disproportionately affecting those who are already marginalized or vulnerable.

Increased Municipal Responsibilities

Municipalities, despite being on the front line, often lack the financial resources commensurate with the increased responsibilities they bear. This financial imbalance hampers their ability to respond effectively to the interconnected crises that demand comprehensive and coordinated solutions.

Importance:Empowering Municipalities for Crisis Response

The resolution underscores the urgency of empowering municipalities with equitable access to taxation revenue. This empowerment is critical for municipalities to respond effectively to crises, allowing them to address the root causes and implement sustainable solutions.

Addressing Provincial Mandate Shifts

The Provincial withdrawal from housing and public health mandates, while remaining Provincial responsibilities, has left municipalities grappling with the fallout. Short of the Province increasing their funding and restoring these mandates to a functioning level, a reworked municipal taxation structure can address this gap and ensure that the financial burden is more fairly distributed.

Submitted by: Councillor Keith Yacucha

February 5, 2024

Minimizing Impact on Vulnerable Populations

The interconnected crises disproportionately affect vulnerable populations. A fair and equitable taxation system aims to minimize the impact on those already suffering the most, fostering social and economic justice in crisis response.

Conclusion:

The resolution to rethink municipal taxation is a call to action, recognizing the essential role of municipalities in crisis response and the need for a fair and effective financial framework. By addressing the challenges of Provincial withdrawal, regressive taxation, and the increased burden on municipalities, this resolution seeks to create a foundation for more resilient and equitable communities in the face of multifaceted crises. The interconnected nature of these challenges demands a collaborative effort between municipal and Provincial governments to ensure a sustainable and just future.

2024 AVICC Resolution

Category: Constitutional Responsibilities

Title: Urging Legal Action for Constitutional Accountability: Addressing Provincial Failures in Healthcare, Criminal Rehabilitation, and public safety Responsibilities

WHEREAS the Province, as outlined in the Constitution Act, 1867, bears constitutional responsibilities for essential services, including healthcare¹, including mental healthcare, and the administration of justice², including the administration of criminal rehabilitation through prisons³;

WHEREAS it is observed that the Province has failed to adequately fulfill these constitutional responsibilities, resulting in an ineffectual and inequitable downshift of the associated responsibilities and costs to municipalities, particularly impacting their ability to address social issues related to healthcare, mental health care, and public safety;

THEREFORE BE IT RESOLVED THAT the Association of Vancouver Island and Coastal Communities (AVICC) directs its members to explore the viability of initiating a legal proceeding against the Province to address the failure of the Province to meet its constitutional responsibilities, specifically in the areas of healthcare, mental healthcare, and the administration of criminal rehabilitation through correctional facilities, leading to an undue burden on municipalities and compromising public safety.

¹ Constitution Act, 1867, s 92(7).

² Constitution Act, 1867, s 92(14, 15).

³ Constitution Act, 1867, s 92(6).

Category: Constitutional Responsibilities**Title:** Urging Legal Action for Constitutional Accountability: A Brief Overview**Introduction:**

The Constitution Act, 1867, establishes the framework for the distribution of powers between the federal and Provincial governments in Canada. Among the constitutional responsibilities assigned to the Provinces are essential services such as healthcare, including mental healthcare, and the administration of justice, encompassing criminal rehabilitation through correctional facilities. This resolution addresses the observed failure of the Province to adequately fulfill these constitutional duties, leading to a consequential shift of responsibilities and costs to municipalities. The Association of Vancouver Island and Coastal Communities (AVICC) is urged to explore the viability of initiating a legal proceeding against the Province to rectify these deficiencies and alleviate the undue burden on municipalities, with the ultimate intent of safeguarding public safety.

Background:

The constitutional framework delineated in the Constitution Act, 1867, is foundational to the Canadian federal system, ensuring a clear division of powers between the federal and Provincial levels of government. Section 92 of the Act outlines specific areas falling under Provincial jurisdiction, including essential services like healthcare and the administration of justice. These responsibilities are critical for maintaining the well-being of citizens and upholding the principles of justice and public safety.

Observations of Provincial Failure

Despite the constitutional mandate, there is a discernible failure on the part of the Province to fulfill its responsibilities, particularly in the domains of healthcare, mental healthcare, and criminal rehabilitation through correctional facilities. This failure manifests in an ineffectual and inequitable downshift of responsibilities and costs to municipalities. While this downshift can be most acutely witnessed in increased policing and first responder costs, it is also felt by many communities who have taken it upon themselves to provide greater social services, beyond their municipal mandate. The impact of this failure is far-reaching, impairing the ability of municipalities to provide essential services as public safety continues to take an increasingly large share of municipal budgets. As a consequence, communities across Vancouver Island and Coastal regions are grappling with the consequences of an overwhelmed and underfunded municipal response to the current crisis we are witnessing on our streets.

Shift of Responsibilities to Municipalities

The observed downshift of responsibilities and costs to municipalities places an undue burden on local governments. This shift not only strains the financial resources of municipalities but also hampers their capacity to provide effective and timely services to residents. The implications extend to compromised public safety, as municipalities struggle to navigate the challenges arising from the Province's failure to meet its constitutional obligations. It is imperative to address this systemic issue to ensure the well-being and safety of the communities AVICC represents.

Submitted by: Councilor Keith Yacucha
February 5, 2024

Negative Effects on Local Small Businesses

The Province's failure to fulfill constitutional responsibilities in healthcare, mental healthcare, and the administration of criminal rehabilitation has ripple effects on local small businesses, crucial to our economies. Small businesses now face increased costs for security measures and losses from elevated incidents of shoplifting. These businesses, already operating on thin profit margins, divert funds to security, affecting their viability and vibrancy within our communities. Shoplifting impacts their financial viability, and reduced foot traffic diminishes revenue. Addressing Provincial failures is essential not just for public safety but also to secure the economic resilience of our local small businesses, preserving their role as vital contributors to community vibrancy.

Conclusion:

In conclusion, the constitutional responsibilities assigned to the Provinces, including healthcare and the administration of justice, are integral to the social fabric and safety of Canadian communities. The Province's failure to meet these obligations has led to a detrimental downshift of responsibilities to municipalities, negatively impacting their ability to address critical local issues. The AVICC's resolution, directing its members to explore legal proceedings against the Province, is a crucial step toward rectifying these failures, ensuring that constitutional responsibilities are met, and municipalities are relieved of an undue burden. This action seeks to safeguard public safety, protect the well-being of citizens, and reinforce the principles of the Canadian federal system.

2024 AVICC Resolution

Category: Transportation

Title: Active Transportation within Provincial Highway Rights of Way

WHEREAS according to CleanBC's Roadmap to 2030, transportation is our largest single source of GHG emissions which accounts for approximately 40% of our annual total, and to address this the Province has committed to doubling the proportion of trips using active transportation by 2030.

WHEREAS given the urgency of the climate crises, the fast-approaching 2030 deadline and the fact that safe active transportation infrastructure provides economically accessible transportation for more individuals of all ages and abilities, there is a pressing need for the Ministry of Transportation and Infrastructure to provide stronger leadership, accountability, and equitable investment in infrastructure for all modes of transportation.

THEREFORE, be it resolved that AVICC and UBCM request the Ministry of Transportation and Infrastructure to take on the responsibility for the development, operation and maintenance of all active transportation infrastructure within Provincial Highway rights of way to align with active transportation planning of Indigenous and local governments, thus ensuring equitable commitment to active transportation infrastructure commensurate with infrastructure focused on motor vehicles.

Submitted by: Councillor Kim Guiry
February 5, 2024

Category: Transportation

Title: Active Transportation within Provincial Highway Rights of Way

Introduction:

Since 2018, the Province has been making strides to address climate change through a growth in resources to promote active transportation. Initiatives such as “Move Commute Connect, BC’s Active Transportation Policy”, Active Transportation Design Guide and ongoing Active Transportation Infrastructure Grants have shown partnerships with Indigenous and local governments to promote mode shift and equitable access to safe transportation. While these initiatives have enabled changes on the local level there is a disconnect of intention and commitment to meet 2030 goals without the same investment in Provincial Highways.

Background:

Communities taking a leadership role in active transportation have been making investments in their local infrastructure to improve connectivity and safety thus incentivising mode shift. This includes infrastructure on Provincial Highways that cut through communities and play an important role in route planning for active transportation. Development on Provincial Highways is done thorough permitting and/or issuing of licences of occupation, meaning that the Indigenous or local governments are required to develop, maintain, and operate this new infrastructure. This puts additional financial pressure on this level of government activate and achieve active transportation while the MoTI remains focused and invested on infrastructure focused on motor vehicles.

We are currently in a climate crisis where transportation accounts for 40% of BC’s annual total GHG emissions. Similarly, in a time of increasing cost of living, the costs of maintaining and owning a vehicle pose a financial barrier for some BC residents. According to MoTI’s 2022/23 Annual Service Plan Report “Encouraging more people to use active transportation or transit is also essential in the context of British Columbia’s rapidly growing population.” If the Province is going to continue to take a leadership role in reducing climate emissions and providing equitable access to transportation alternatives, then it is important for the MoTI to be proactive with the development and operation of active transportation infrastructure on those roads within its sole jurisdiction. Furthermore, by committing to aligning to an Indigenous or local government’s active transportation planning it incentivize the creation of active transportation plans in those governments that have not yet developed their own policies.

Finally, investments in active transportation infrastructure on Provincial Highways show a direct benefit to the Province. For one, it helps achieve BC’s climate target of a 27-32% reduction of emissions by 2030, relative to 2007 levels. Additionally, it also increases safety and reduces conflict and collisions between road users. Currently as a performance measure to improve highway safety and reliability, MoTI partners with the RCMP and ICBC to establish a serious

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February 5, 2024

collision rate on Provincial Highways (Collisions per million vehicle kilometres). The Ministry also partners with the Insurance Corporation of British Columbia (ICBC) on capital and preservation projects that have expected safety benefits to improve safety. Similarly, mode shift aims to reduce the overall number of vehicles on roads that could potentially contribute to more collisions. Active transportation improvements currently undertaken by Indigenous and local governments on Provincial Highways improves the safety and thus improves metrics use to measure safety on those Provincial Highways.

Rationale:

When residents experience even small gaps in safety in their transportation routes, they are more likely to avoid active transportation. According to Infrastructure Canada's National Active Transportation Strategy, "Unsafe road conditions, poor or non-existent signage, gaps in the network, and inconsistent infrastructure are just a few reasons why someone might have a poor experience or not want to choose active transportation." Limited resources often can lead to investment in active transportation routes phased over years thus leading to fragmented and disconnected active transportation routes that do not encourage use. By removing fiscal challenges, Indigenous and local governments can be more effective, and faster thus addressing the urgency of the climate crisis. Additionally, the overall public benefit of access to safe, equitable and affordable transportation is achieved with shared leadership to improve active transportation on all rights of way in communities. Cohesive active transportation networks can be achieved effectively and efficiently when the Ministry of Transportation and Infrastructure makes commitments to take on the responsibility for the development, operation and maintenance of all active transportation infrastructure within Provincial Highway rights of way.

Links:

https://www.bcbudget.gov.bc.ca/Annual_Reports/2022_2023/pdf/ministry/tran.pdf

<https://www.infrastructure.gc.ca/alt-format/pdf/nats-snta/nats-strat-snta-en.pdf>

https://www2.gov.bc.ca/assets/gov/environment/climate-change/action/cleanbc/cleanbc_roadmap_2030.pdf