

SERVICES AGREEMENT

THIS AGREEMENT dated for reference February 7th, 2013

BETWEEN:

THE CITY OF LANGFORD
877 Goldstream Avenue, 2nd floor,
Victoria, BC V9B 2X8
(the "City")

OF THE FIRST PART

AND:

THE YMCA – YWCA OF GREATER VICTORIA
(Inc. No. S-0006088)
851 Broughton Street,
Victoria BC V8W 1E5
(the "Y")

OF THE SECOND PART

WHEREAS:

- A. Certain lands in the City of Langford have been identified as desirable for a community recreation centre to include an aquatic and fitness centre with a 25 metre pool; a warm pool with a movable floor; hot tubs and saunas and a wave pool, health & fitness areas, a gymnasium, a child minding area, and an outdoor play area for children, with offices (the "Recreation Centre");
- B. The aquatic and fitness centre will consist of a reception area and food service area, a 25 metre pool, warm pool with movable floor, hot tubs and saunas, lazy river, water slide, wave pool, health & fitness areas, a gymnasium, including change rooms, multi-purpose rooms, administration areas, and public areas for programs and services (the "Aquatic Facility");
- C. The land identified by the City for the Recreation Centre is owned by Westhills Land Corp. ("WLC"), the lands being a portion of Part of Block I, Sections 86, 87, 88, 89 and 90, Esquimalt District, and Section 87 Metchosin District, Plan 1139, which will be subdivided for the construction of the Recreation Centre (the "Lands");
- D. Upon completion of the Aquatic Facility, and subject to the conditions herein contained, the Y agrees to lease the Aquatic Facility from WLC and further agrees to manage and operate the Aquatic Facility and provide services to the City in accordance with the terms of this Agreement;
- E. In consideration of the Y entering into this agreement to operate and manage the Aquatic Facility and to provide services to the City utilizing its expertise and experience in operating community facilities of a similar nature, the City agrees to purchase the services with an annual payment set forth in this Agreement (the "Purchase Commitment");
- F. This Agreement sets out the terms and conditions for the purchase of services from the Y in its operation of the Aquatic Facility;

NOW THEREFORE WITNESSETH that in consideration of the premises and mutual covenants and agreements herein contained, and other good and valuable consideration (the receipt and sufficiency of which each party acknowledges), the City and the Y agree as follows:

PART 1 – GUIDING PRINCIPLES

- 1.1 The parties agree to the guiding principles in the performance of this Agreement, as set forth in Schedule “A” attached hereto and forming part of this Agreement.

PART 2 - DEFINITIONS

- 2.1 For purposes of this Agreement, the following words and phrases shall have the following meanings unless the context otherwise requires:
- (a) “**Business Day**” means a day other than a Saturday, Sunday or statutory holiday in British Columbia;
 - (b) “**Force Majeure**” means any act of God, major storms, civil disturbance or any similar major event or occurrence not within the control of a party and which by the exercise of due diligence by such party could not have been prevented, but lack of funds on the part of such party shall not be deemed to be a Force Majeure;
 - (c) “**Lease**” means the lease agreement between the Y and WLC for the **Aquatic Facility** dated effective _____;
 - (d) “**Opening Day**” means the first day the **Aquatic Facility** is open to the public for use;
 - (e) “**Report**” means the statistical summary prepared by the Y of the usage of the **Aquatic Facility** including programs, activities, events and services; membership numbers, and any notable accomplishments, challenges or trends during the year;
 - (f) “**Services**” means all of the activities and services necessary and incidental to the performance of the Y in operating and managing the **Aquatic Facility** and offering programs to the public under this Agreement, including but not limited to, the obligations set forth herein and any other direction by or obligation to the City arising from this Agreement;
 - (g) “**Services Agreement**” means the within Agreement whereby the City agrees to purchase services from the Y for its operation of the **Aquatic Facility**;
 - (h) “**Substantial Breach**” means:
 - a. any event which will, as a result, have a material adverse effect upon the delivery of the Services or the performance of the Y under this Agreement, including but not limited to:

- i. temporary or permanent closure of any part of the Aquatic Facility where the consent of the City has not been obtained in writing;
- ii. failure to maintain accurate books and records in the operation of the Aquatic Facility;
- iii. the petitioning into bankruptcy of the Y or the making of any assignment for the benefit of his creditors;
- iv. the institution of proceedings for the dissolution or winding-up of the Y.

b. termination of the Lease.

PART 3 –TERM OF AGREEMENT

- 3.1 The term of this Agreement is 25 years, commencing on the day that is two months after the Completion Date and expiring on the 25th anniversary of that date unless the Agreement is earlier terminated in accordance with the provisions of this Agreement.
- 3.2 The parties may at any time prior to the expiry of the initial 25-year term agree to renew this Agreement for an additional agreed upon term of not less than 1 year.
- 3.3 The Y must perform all of its obligations under this Agreement at its own cost, subject to the City's **Purchase Commitment**.

PART 4 – OBLIGATIONS OF THE Y

- 4.1 The Y agrees that it will ensure due diligence and good stewardship in managing and operating the **Aquatic Facility**.
- 4.2 The Y will develop, implement, advertise, promote and operate all programming in the **Aquatic Facility** that meet the shared mission and vision of the Y and the City of Langford.
- 4.3 The Y will provide the arrangements for Langford residents as set forth in Schedule "B".
- 4.4 The Y will provide adequate staff, equipment and supplies to operate the **Aquatic Facility** and programming.
- 4.5 The Y will provide and supervise all Human Resource functions as they relate to the **Aquatic Facility** and employ all personnel working at the **Aquatic Facility**.
- 4.6 The Y will maintain all records pertaining to the **Aquatic Facility**.
- 4.7 The Y will maintain liability insurance as set forth in Part 5 hereunder.
- 4.8 The Y will, on a bi-annual basis, provide the City with the Report relating to the operation and management of the **Aquatic Facility**. The Reports shall be for the period January 1 –

June 30 of each year and July 1- December 31 of each year. The Report shall be given to the City within thirty days of the end of the Report period. The City and the Y will jointly own all Reports. The Y may assign its interest in the Reports to the City without compensation therefore.

- 4.9 The Y shall at its own expense comply with all laws, bylaws, ordinances, regulations and the directive of any public authority having jurisdiction affecting the operation of the **Aquatic Facility** or its use by the Y.
- 4.10 The Y shall immediately notify the City of any occurrence of a Substantial Breach, or any event which could reasonably be expected to expose the City to material liability of any kind, whether under this Agreement or otherwise.

PART 5 – OBLIGATIONS OF THE CITY

- 5.1 The City's **Purchase Commitment** is \$750,000.00 annually. The **Purchase Commitment** may increase every two years by a percentage amount equal to the percentage increase in the population of the City during that period, to a maximum **Purchase Commitment** of \$950,000.00 annually.
- 5.2 The annual **Purchase Commitment** will be paid in equal monthly instalments to the Y during each year of the Term. The City and the Y may, at any time, mutually agree to alter the payment schedule as may be appropriate in the circumstances.
- 5.3 The City may, in its sole discretion, increase its **Purchase Commitment** at any time to not more than the maximum amount.
- 5.4 The City agrees that it shall provide to the **Lands and Recreation Centre** an annual property tax exemption for all taxes, including school and provincial levies that may be assessed against the **Lands and Recreation Centre** for the term of this Agreement. In the event the City is unable or unwilling to grant such exemption, the City agrees that it will increase the **Purchase Commitment** to include the cost of the Y's tax obligation to WLC for the **Aquatic Facility** under the Lease, in which case the amount of the maximum **Purchase Commitment** shall be increased by the amount of the Y's tax obligation.
- 5.5 The City agrees to work with the Y in considering further recreational and social needs of the community based on population growth and trends within the City.
- 5.6 The City agrees to promote and advertise the **Recreation Centre** and **Aquatic Facility** through displays, advertisements in any City recreation program guides and on its web site, and to create web links from the City's website to any specific website for the **Recreation Centre** and **Aquatic Facility** during the Term.
- 5.7 The City agrees to refer to the **Recreation Centre** and **Aquatic Facility** in any of its programs or advertising by the name given to it by consensus among the Y, the City and WLC under the Tri-partite Agreement.

PART 6 – INSURANCE

- 6.1 The Y shall, without restricting the generality of Section 6.1 hereof, throughout the Term at its sole cost and expense, take out and keep in full force and effect the following insurance pursuant to this Agreement:
- a. comprehensive general liability insurance with inclusive limits of not less than Ten Million (\$10,000,000.00) Dollars per occurrence;
 - b. automobile liability insurance on all vehicles owned or operated by the Y with limits of not less than Two Million (\$2,000,000.00) Dollars inclusive per occurrence for bodily injury, death and damage to property; and
 - c. any other form of insurance as the Y or the City may reasonably require from time to time in form, in amounts and for insurance risks against which a prudent operator of a similar **Aquatic Facility** under similar circumstances and risks would insure.
- 6.2 The Y shall cause each insurance policy referred in to subsection 6.1 to name the City as an additional named insured with respect to the operations and activities of the Y in providing the Services and such policies will contain:
- a. a waiver of any subrogation rights which the Y's insurers may have against the City;
 - b. a severability of interests clause or a cross liability clause;
 - c. a clause stating that the Y's insurance policy will be considered as the primary insurance and shall not call into contribution any other insurance that may be available to the City; and
 - d. an undertaking by the insurers to notify the City in writing of any material change, cancellation or termination of any provision of any policy, not less than thirty (30) days prior to the material change, cancellation or termination thereof.
- 6.3 The Y shall cause all policies to be taken out with insurers registered in the Province of British Columbia and in such form and content as acceptable to the City acting reasonably.
- 6.4 Certified copies of each such insurance policy, will be delivered to the City on demand.
- 6.5 The acquisition and maintenance by the Y of the insurance policies required pursuant to this Agreement shall not, in any manner whatsoever, limit or restrict the liability of the Y to the City under this Agreement or the ability of the City to enforce their rights as against the Y under this Agreement.

PART 7 – LIABILITY AND INDEMNITY

7.1 Indemnity by the Y

The Y shall at all times and without limitation, indemnify and save harmless the City and its councillors, directors, officers, employees, agents and representatives from and against all liabilities, losses, costs, damages, legal fees (on a solicitor and his own client full indemnity basis), disbursements, fines, penalties, expenses, all manner of actions, causes of action, claims, demands and proceedings, all of whatever nature and kind which the City or their respective councillors, directors, officers, employees, agents and representatives may sustain, pay or incur or which may be brought or made against all or any of them, and whether or not incurred in connection with any action or other proceedings or claims or demands made by third parties, with respect to any occurrence, event, incident or matter caused by, and/or arising as a direct or indirect result of:

- a. the misconduct, negligent action or negligent failure to act, as the case may be, of the Y and/or any persons for whom the Y is responsible at law (including, without limitation, any of its employees or subcontractors); or
- b. any breach, violation or non-performance of any representation, warranty, obligation, covenant, condition or agreement in this Agreement set forth and contained on the part of the Y to be fulfilled, kept, observed or performed, as the case may be; or
- c. any damages to third parties caused by, resulting at any time from, arising out of or in consequence of the misconduct, negligent action or failure to act of the Y and/or any persons for whom the Y is responsible at law (including, without limitation, any of its employees or subcontractors).

The City shall give to the Y written notice of any liability, loss, costs, damage, legal fees, disbursements, fines, penalties, expenses, actions, claims, demands and proceedings for which the Y may be liable under this Section 7.1 within a reasonable period of time after the City becomes actually aware of same. The Y shall be entitled, at its expense and acting reasonably (as determined by the City) to participate in any negotiations, to assume the defense of any action or proceeding and to settle for monetary damages any claim in respect of which indemnification is sought under this Section 7.1. The Y shall not settle or compromise any such claim without the prior written consent of the City. The provisions of this Article 7 are in addition to and shall not prejudice any other rights of the City and their respective councillors, directors, officers, employees, agents and representatives at law or in equity.

7.2 Indemnity by the City

The City shall at all times and without limitation, indemnify and save harmless the Y and its directors, officers, employees, agents and representatives from and against all liabilities, losses, costs, damages, legal fees (on a solicitor and his own client full indemnity basis), disbursements, fines, penalties, expenses, all manner of actions, causes of action, claims, demands and proceedings, all of whatever nature and kind which the Y or its directors,

officers, employees, agents and representatives may sustain, pay or incur or which may be brought or made against all or any of them, and whether or not incurred in connection with any action or other proceedings or claims or demands made by third parties, with respect to any occurrence, event, incident or matter caused by, and/or arising as a direct or indirect result of:

- a. the misconduct, negligent action or negligent failure to act, as the case may be, of the City and/or any persons for whom the City is responsible at law (including, without limitation, any of its employees or subcontractors); or
- b. any breach, violation or non-performance of any representation, warranty, obligation, covenant, condition or agreement in this Agreement set forth and contained on the part of the City to be fulfilled, kept, observed or performed, as the case may be; or
- c. any damages to third parties caused by, resulting at any time from, arising out of or in consequence of the misconduct, negligent action or failure to act of the City and/or any persons for whom the City is responsible at law (including, without limitation, any of its employees or subcontractors).

The Y shall give to the City written notice of any liability, loss, costs, damage, legal fees, disbursements, fines, penalties, expenses, actions, claims, demands and proceedings for which the City may be liable under this Section 7.2 within a reasonable period of time after the Y becomes actually aware of same. The City shall be entitled, at its expense and acting reasonably (as determined by the Y) to participate in any negotiations, to assume the defense of any action or proceeding and to settle for monetary damages any claim in respect of which indemnification is sought under this Section 7.2. The City shall not settle or compromise any such claim without the prior written consent of the Y. The provisions of this Article 7 are in addition to and shall not prejudice any other rights of the Y and their respective directors, officers, employees, agents and representatives at law or in equity.

7.3 The indemnities given in this Part 7 shall survive termination or expiry of this Agreement.

PART 8 – DEFAULT AND TERMINATION

- 8.1 The City may, in its sole discretion, terminate this Agreement in the event of a Substantial Breach by the Y that has not been cured within the time required in this Agreement.
- 8.2 The Y may, in its sole discretion, terminate this Agreement in the event the City fails to pay the **Purchase Commitment** for a period of three consecutive months.
- 8.3 The City or the Y will give the owner of the **Aquatic Facility** written notice of its intention to terminate this Agreement for failure to cure and the reasons therefore.
- 8.4 In the event of termination of this Agreement for any reason:
 - a. The Y is released from any obligations or liabilities under this Agreement save and except for any breach of the Agreement that occurred prior to the date of

termination;

- b. The City may, at its sole discretion and without any obligation to do so, purchase any or all of the equipment and furnishings used by the Y in operating and managing the **Aquatic Facility** as of the date of termination, other than equipment or furnishings acquired through sponsors donations, and provided that equipment and furnishings being purchased are free and clear of all encumbrances.

PART 9 – REPRESENTATIONS AND WARRANTIES OF THE PARTIES

9.1 Each of the parties represents and warrants as follows:

- a. Each of the parties has the full legal right, power and authority to enter into and perform its obligations under this Agreement;
- b. This Agreement has been duly authorized, executed and delivered by all necessary actions of each of the parties and constitutes a legal, valid and binding obligation of the City and the Y in accordance with its terms;
- c. The execution and delivery of this Agreement by the parties and the performance of the obligations by the City and the Y does not conflict with or violate or result in a material breach of law, regulation or by-law or conflict with, violate or result in a material breach of any term or condition of any order, judgement, decree, agreement or other instrument to which either is a party;
- d. Neither the City nor the Y has received written notice of any action, law suit or proceeding before any court or government agency that is pending or threatened, in which an unfavourable decision could reasonably be expected to have a material adverse effect on the ability of either party to carry out its obligations under this Agreement; and
- e. The Y will abide by its Constitution, Bylaws and other *Society Act* requirements and will remain in good standing as a society in British Columbia.

PART 10 – FORCE MAJEURE

- 10.1 Neither party shall be liable to the other for default or delay in performance of any of its obligations under this Agreement (except an obligation to make payment when due) in the event of a Force Majeure. Such party shall be excused from performance only during the period and to the extent that the affected party, acting with all due diligence and dispatch, is prevented from performing by Force Majeure.

PART 11 - DISPUTE RESOLUTION

- 11.1 In keeping with the Guiding Principles set forth in Schedule “A”, the parties agree to use their best efforts in resolving any dispute promptly and in an amiable manner through discussion. In the event a dispute cannot be resolved, the dispute resolution process will be as follows:

- a. The parties will continue to perform their obligations during any dispute resolution unless this Agreement is lawfully terminated or expires;
- b. If a dispute cannot be resolved by mutual agreement within a time period satisfactory to the party raising the dispute, that party may submit the dispute for mediation. Where a matter is referred to mediation, the parties shall agree upon a mediator within a reasonable period of time, which shall be a member of the mediators and arbitrators society of British Columbia;
- c. During a mediation process, no action will be taken by either party to commence arbitration;
- d. No proposal or concession made by a party during mediation may be used by either party in any subsequent proceedings. The mediator may not be called as a witness in any subsequent proceedings by either party;
- e. The parties will equally share the cost of the mediator;
- f. Should mediation fail to result in a resolution of the dispute within fifteen (15) days after the first meeting with the mediator, either party may submit the dispute for arbitration;
- g. Arbitration shall be conducted in accordance with the following terms:
 - i. the party initiating arbitration shall nominate one (1) arbitrator and shall notify the other party in writing. The notice shall include a description of the matter submitted for arbitration;
 - ii. The receiving party may accept the arbitrator as a single arbitrator or nominate a second arbitrator. The two (2) arbitrators shall then select a chairman to act jointly with them;
 - iii. If the receiving party fails to nominate an arbitrator within ten (10) days after receiving notice of arbitration, that party will be deemed to have accepted the single arbitrator;
 - iv. The parties will act in good faith in selecting arbitrators who are objective and suitably qualified to deal with the arbitration matters;
 - v. If two (2) arbitrators are selected and are unable to agree on a chairman, either arbitrator may apply to the court of competent jurisdiction to have the chairman appointed;
 - vi. The arbitration shall take place in the City of Langford;
 - vii. The decision of the arbitrator or arbitration panel, as the case may be, shall be a final determination of the issues and be binding upon the parties. Any

written award or decision of the arbitrators shall not repeat or recite any evidence which is proprietary or confidential to either party;

- viii. the cost of the arbitration shall be borne by the parties as may be specified in the arbitrator's decision, or if no apportionment is specified, then the parties shall share in the cost of the arbitration equally;
- ix. except as modified herein, the provisions of the *Commercial Arbitration Act* applicable to the arbitration shall govern the arbitration process.

PART 12 – NOTICE

- 12.1 All notices required or permitted to be given under this Agreement must be in writing and may be delivered by hand, sent by facsimile or forwarded by registered mail to the addresses shown on the first page or any other address of which notice in writing is given. The City may provide notice using any of the foregoing methods or by providing such notice to the Y administrative office within the **Aquatic Facility**.
- 12.2 If the Y gives notice to the City, the notice must be marked to the attention of the City Administrator or as directed in writing by the City.
- 12.3 Any notice delivered or sent by hand or by facsimile is deemed to be given and received at the time of sending. Any notice mailed is deemed to have been given and received on the expiration of 3 days after it is posted, provided that if there is a mail strike, slow down or other labour dispute between the time of mailing and the actual receipt of the notice, the notice will be effective only when it has been delivered.

PART 13 – GENERAL PROVISIONS

- 13.1 The parties have entered into this agreement at arm's length for the provision of services as set out in this Agreement, and the Y acknowledges it is an independent contractor and not an employee of the City. Further, nothing in this Agreement makes the City and the Y joint venturers.
- 13.2 The parties agree that the execution and delivery of the **Services Agreement** is conditional upon the parties entering into a tripartite agreement (the "**Tripartite Agreement**") among the Y, the City and WLC establishing additional terms and conditions agreed to by all of those parties for the lease and operation of the **Aquatic Facility**.
- 13.3 Nothing in this Agreement gives the Y any authority, as agent or otherwise, to enter into on behalf of the City, or bind the City in any way to, any contracts or other legal obligations and no contracts or other legal obligations entered into by the Y will affect or bind the City unless the City has signified its intention to be bound by an instrument in writing signed by the authorized signatory signatories of the City.
- 13.4 The Y shall not indicate, represent or otherwise suggest in its dealings with any person, contractually or otherwise, that the Y is acting as agent of the City or has any authority to bind the City in any way.

- 13.5 During the Term, each party will appoint a representative for the purpose of coordinating all matters and obligations of the parties as required by this Agreement. Each party will advise the other party in writing of the name, telephone number and facsimile number of its representative and each party may change its representative by notice in writing to the other.
- 13.6 Neither this Agreement nor any of the terms hereof may be terminated, amended, modified, waived or supplemented orally, but only with an instrument in writing executed by both parties.
- 13.7 The failure of the City to insist upon the strict performance of any covenant of this Operator Agreement shall not waive that covenant, and the waiver by the City of any breach of any covenant of this Operator Agreement shall not waive that covenant in respect of any future or other breach.
- 13.8 The Y may not assign this Agreement or its benefits without the prior written consent of the City, at the sole discretion of the City. The City may not assign this Agreement and this Agreement binds any successor of the City.
- 13.9 Time is of the essence respecting this Agreement.
- 13.10 This Agreement replaces the letter of intent between the parties and constitutes the entire agreement between the parties. Subject to the provisions of the Tri-partite Agreement between the City, the Y and WLC, neither the City nor the Y has given or made representations, warranties, guarantees, promises, covenants or agreements to the other except those expressed in writing in this Agreement.
- 13.11 In this Agreement:
- a. reference to the singular includes a reference to the plural, and vice versa;
 - b. articles and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
 - c. reference to any enactment includes any regulations, orders or directives made under the authority of that enactment, is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced, unless expressly provided otherwise;
 - d. the provisions of s. 25 of the *Interpretation Act* for the calculation of time apply;
 - e. all provisions of this Agreement are to be interpreted as always speaking;
 - f. reference to a party is a reference to a party to this Agreement and to their respective successors, permitted assigns, trustees, administrators and receivers;
 - g. reference to a day, month, quarter or year is a reference to a calendar day, calendar

month, calendar quarter or calendar year; and

- h. where the word "including" is followed by a list, the contents of the list are not intended to limit the generality of the preceding expression.

13.12 This Agreement shall be binding upon and enure to the benefit of the parties and their respective successors and permitted assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above by their respective authorized representatives.

CITY OF LANGFORD, by its authorized signatories:

 Mayor: **STEWART YOUNG**
 MAYOR

 Clerk/Administrator **Jim Bowden**
Corporate Officer

YMCA – YWCA OF GREATER VICTORIA
 by its authorized signatories:

 Name: **STACE BASEY, CHAIR BOARD OF DIRECTORS**

 Name: **JEANIE EDGECOMBE, CEO**

SCHEDULE "A"

GUIDING PRINCIPLES OF THIS AGREEMENT

The relationship between the parties is founded on a spirit of mutual trust and respect.

The parties agree to provide safe and high quality facilities and programs to ensure that the needs of the Langford community, within the framework of this Agreement, are being met.

Subject to the terms of this Agreement, the Y shall have the sole authority to operate the **Aquatic Facility** in keeping with its charitable mission.

Policy and governance issues relating to the operation of the **Aquatic Facility** shall be the domain of the Y.

There shall be open and honest communications between the parties with a view to solving all differences and problems that may arise by way of consensus.

The City acknowledges on-going commitment and support for the provision of community recreation programs and facilities.

The City recognizes that annually the Y will endeavour to acquire charitable donations and raise funds towards specific programs adhering to the philosophy of the YMCA – YWCA, and that the Y may receive contributions and gifts that are specifically designated by the donor to the YMCA-YWCA, and that such contributions or gifts will not affect the **Purchase Commitment** made by the City in this Agreement.

SCHEDULE "B"

With the **Purchase Commitment** given by the City and for so long as the services are purchased, the Y will ensure opportunities for all residents of the City to participate in the use of the **Aquatic Facility** through membership and drop in passes as follows:

a. **Continuous Monthly Pre-authorized Payment Plan**

- i. a 10% reduction for City residents, upon proof of residency, in the following categories: Adult, Family, Child, Teen, & Young Adult;
- ii. City residents who wish to access both the Y's Downtown and Langford facilities will pay the posted rate for joint **Aquatic Facility** membership (after the City resident discount);
- iii. if City resident membership amounts to 80% of the paid membership at the **Aquatic Facility**, the discount in subsection i. will not apply;

b. **Drop in Fee**

20% reduction for City residents, upon proof of residency, in the following categories: Adult, Family, Child, Teen, and Young Adult.

c. **Course Fee**

City residents will be able purchase swim lessons in session blocks. This option is available to City residents only, upon proof of residency.

d. **Special Events and Holidays**

Designated Free Swims Times will be available at no charge to Langford residents during Langford Days and all Statutory Holidays.

The Y acknowledges that no resident of Langford will be unable to use the **Aquatic Facility** due to an inability to pay the full membership fee. The Y will offer subsidized memberships for individuals and families who are willing but unable to pay the full fee (after the City resident discount)