

CITY OF LANGFORD
REGULAR MEETING OF COUNCIL
Monday, September 19th, 2016 @ 5:30 p.m.
Council Chambers, 3rd Floor, 877 Goldstream Avenue

AGENDA

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1. <u>CALL TO ORDER</u>	
2. <u>APPROVAL OF THE AGENDA</u>	
3. <u>ADOPTION OF MINUTES</u>	
a) Minutes of the Special Meeting of Council – September 6 th , 2016	3
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a) West Shore Parks & Recreation – May 12 th , 2016	19
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6. <u>COMMITTEE RESOLUTIONS</u>	
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1. Application to Rezone 1128 Finlayson Arm Rd from RR4 (Rural Residential 4) Zone to RAE1 (Rural Agricultural and Eco-Tourism) Zone to allow for equestrian therapy and riding activities on the property	
2. Application to Rezone 2822 and 2824 Knotty Pine Road from R2 (One- and Two-Family Residential) to RM7A (Medium Density Apartment A) Zone to Permit a six-unit townhouse development	
3. Application for Development Variance Permit to allow a 47-unit townhouse development at 2309 Echo Valley Dr and a 72-unit development at 890 Bear Mountain Parkway	
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1. Write off Uncollectable Property Taxes for 2015 and 2016	
2. 2017 Permissive Tax Exemptions – Bylaw No. 1653 - Goldstream Masonic Hall	
2. 2017 Permissive Tax Exemptions – Bylaw No. 1563	
3. Monthly Approval of Accounts Payable – March to August, 2016	
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1. Glen Lake Road Speeding Concerns	
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(ADOPTION)
- b) BYLAW NO. 1653 38
“City of Langford Permissive Tax Exemption Bylaw No. 1653, 2016.”
(FIRST, SECOND AND THIRD READING)
- c) BYLAW NO. 1564 43
“City of Langford Business Licence and Business Regulation Bylaw, No. 1564, Amendment No. 6, 2016.”
(ADOPTION)
- d) BYLAW NO. 1595 44
“City of Langford Revitalization Tax Exemption Bylaw No. 1595.”
(ADOPTION)
- e) BYLAW NO. 1620 55
“Langford Zoning Bylaw, Amendment No. 452, (1431 Grand Forest Cl), 2016.”
(ADOPTION)
- f) BYLAW NO. 1647 59
“Langford Zoning Bylaw, Amendment No. 459, (Hotel Definition), 2016.”
(ADOPTION)
- g) BYLAW NO. 1656 61
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(ADOPTION)
- h) BYLAW NO. 1657 62
“City of Langford Housing Agreement (798 Harrier Way) Bylaw No. 1657, 2016.”
(ADOPTION)
- i) BYLAW NO. 1658 73
“Langford Zoning Bylaw, Amendment No. 463, (1128 Finlayson Arm Rd), 2016”.
(FIRST READING)

9. ADJOURNMENT

CITY OF LANGFORD
MINUTES OF THE SPECIAL MEETING OF COUNCIL
Tuesday, September 6th, 2016 at 4:30 p.m.
Council Chambers, 3rd Floor, 877 Goldstream Avenue

PRESENT

Mayor S. Young, Councillors: D. Blackwell M. Sahlstrom, W. Sifert, L. Seaton, L. Szpak and R. Wade.

ATTENDING

CAO J. Bowden, Administrative Assistant, J. Coneybeer, Director of Finance, S. Ternent, Director of Engineering, M. Mahovlich and Director of Planning, M. Baldwin.

1. CALL TO ORDER

The Chair called the meeting to order at 4:35 pm.

2. PRESENTATION

George Abbott and Bob de Faye

Project Team: Circle Square Solutions and Urban Systems

Re: Capital Integrated Services and Governance Initiative

- Background Information:

- o Letter – Minister Fassbender**
- o Capital News Release**
- o Summary Description of Capital Integrated Services and Governance Initiative**
- o Project Team**
- o Capital Project Notes Powerpoint**

George Abbott and Bob de Faye representing the project teams Circle Square Solutions and Urban Systems provided Council with an overview of the Capital Integrated Services and Governance Initiative and clarified that they are looking at the level of shared services and potential services, not amalgamation.

3. DISCUSSION / COUNCIL INPUT

Council provided feedback to the Provinces Consultants on what has been working well in Langford and on what they would like to see addressed related to integrated services and governance in the City and within the Capital Regional District.

4. ADJOURNMENT

The Chair adjourned the meeting at 5:25 pm.

PRESIDING COUNCIL MEMBER:

CERTIFIED CORRECT
City Manager

CITY OF LANGFORD
MINUTES OF THE REGULAR MEETING OF COUNCIL
Tuesday, September 6th, 2016 @ 5:30 p.m.
Council Chambers, 3rd Floor, 877 Goldstream Avenue

PRESENT

Mayor S. Young, Councillors: M Sahlstrom, L. Seaton, W. Sifert, L. Szpak and R. Wade.

ATTENDING

CAO J. Bowden, Administrative Assistant, J. Coneybeer, Director of Finance, S. Ternent, Director of Engineering, M. Mahovlich and Director of Planning, M. Baldwin.

ABSENT

Councillor D. Blackwell.

1. CALL TO ORDER

The Chair called the meeting to order at 5:34 pm.

2. APPROVAL OF THE AGENDA

MOVED BY: COUNCILLOR WADE
SECONDED: COUNCILLOR SIFERT

That Council Approve the Agenda as Presented.

CARRIED.

3. PUBLIC HEARINGS

a) BYLAW NO. 1647
"Langford Zoning Bylaw, Amendment No. 459, (Hotel Definition), 2016".

The Mayor opened the Public Hearing for Bylaw No.1647 at 5:34 p.m.

Mayor Young advised members of the audience that any person present who believes that his or her interest is affected by the proposed bylaws shall be given an opportunity to be heard on the matters contained in the proposed bylaw. Those who wish to speak concerning this proposed bylaw should give their name, address and views concerning the proposed bylaw. Mayor Young advised that after everyone

has expressed their views, he shall state three times “Is there anyone else who wishes to be heard”, and if no further views are forthcoming, the Public Hearing shall be declared closed.

The City Planner advised that the City of Langford wishes to amend the text of Zoning Bylaw No. 300 by amending the definition of Hotel to allow cooking facilities in each hotel unit and to waive the requirement for a hotel to contain a public restaurant/cafe where cooking facilities are included in each unit.

As part of this application, a public hearing is required in accordance with the regulations of the Local Government Act. Notifications and advertisements have been placed as required by Council policy.

The Mayor called a first time for presentations.

Mayor Young called a second time for presentations.

The Mayor called a third and final time for presentation, there being none, the Mayor officially declared the Public Hearing for Bylaw No. 1647 closed at 5:34 p.m.

b) BYLAW NO. 1648

“Langford Zoning Bylaw, Amendment No. 460, (1067, 1099, 1124 & 1164 Braeburn Ave; 3439 Ambrosia Cres), 2016”.

The Mayor opened the Public Hearing for Bylaw No. 1648 at 5:34 p.m.

Mayor Young advised members of the audience that any person present who believes that his or her interest is affected by the proposed bylaws shall be given an opportunity to be heard on the matters contained in the proposed bylaw. Those who wish to speak concerning this proposed bylaw should give their name, address and views concerning the proposed bylaw. Mayor Young advised that after everyone has expressed their views, he shall state three times “Is there anyone else who wishes to be heard”, and if no further views are forthcoming, the Public Hearing shall be declared closed.

The City Planner advised that Rohan Rupf has applied on behalf of McCormick Meadows Ltd. and Sidney and Gay McCormick to amend the text and Schedule Z Map of the CD15 (McCormick Meadows) Zone.

The proposed amendments include adjustments to the amenity contributions, open space requirements, setbacks, and the number of lots that must meet certain lot width criteria.

As part of this application, a public hearing is required in accordance with the regulations of the Local Government Act.

In support of these/this application, the applicant has agreed to provide the following prior to Council’s consideration of Bylaw Adoption:

- a. A Section 219 covenant modification to implement the revised open space and agricultural buffer plan; and
- b. A fully executed purchase and sale agreement with regards to the 1.1 ha of land at 960 Latoria Rd.

This proposal is consistent with the Official Community Plan Hillside or Shoreline designation. Notifications and advertisements have been placed as required by Council policy.

The Mayor called a first time for presentations.

Mr. [REDACTED], Future Resident of 3483 Ambrosia Crescent – addressed Council with concerns regarding the proposed reduction of dedicated open space and how reduced open space may result in higher stormwater runoff.

Mayor Young called a second time for presentations.

The Mayor called a third and final time for presentation, there being none, the Mayor officially declared the Public Hearing for Bylaw No. 1648 closed at 5:37 p.m.

c) BYLAW NO. 1649

"Langford Zoning Bylaw, Amendment No. 461, (2285 Bellamy Rd), 2016".

The Mayor opened the Public Hearing for Bylaw No. 1649 at 5:37 p.m.

Mayor Young advised members of the audience that any person present who believes that his or her interest is affected by the proposed bylaws shall be given an opportunity to be heard on the matters contained in the proposed bylaw. Those who wish to speak concerning this proposed bylaw should give their name, address and views concerning the proposed bylaw. Mayor Young advised that after everyone has expressed their views, he shall state three times "Is there anyone else who wishes to be heard", and if no further views are forthcoming, the Public Hearing shall be declared closed.

The City Planner advised that Carl-Alexander Marcoux has applied on behalf of Garderie La Vie Inc. to amend the text of the C1 (Neighbourhood Commercial) zone for 2285 Bellamy Road.

This is being proposed in order to allow 41 children in a group daycare and to permit a dance studio.

As part of this application, a public hearing is required in accordance with the regulations of the Local Government Act.

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

1. A section 219 Covenant, registered in priority of all other charges on title, which:
 - i. Agrees to complete full frontage improvements to Bylaw 1000 standards to the satisfaction of the Director of Engineering; and
 - ii. Agrees to reconfigure the driveway access and off-street parking as per Appendix A of the Staff Report to the Planning, Zoning and Affordable Housing Committee dated July 11, 2016.

This proposal is consistent with the Official Community Plan Neighbourhood designation. Notifications and advertisements have been placed as required by Council policy.

The Mayor called a first time for presentations.

Mr. Aloysius Coppens of 2351 Bellamy – addressed Council with safety concerns regarding the intersection turning left onto Bellamy from Treanor.

Mr. Carl-Alexander Marcoux, the proponent responded to Mayor Young's question regarding hours of operation and the applicant confirmed the daycare would be open from 7:30 am – 5:30 pm.

Mayor Young called a second time for presentations.

The Mayor called a third and final time for presentation, there being none, the Mayor officially declared the Public Hearing for Bylaw No. 1649 closed at 5:42 p.m.

d) BYLAW NO. 1650

"Langford Zoning Bylaw, Amendment No. 462, (2555 and 2559 Millstream Rd), 2016".

The Mayor opened the Public Hearing for Bylaw No. 1650 at 5:42 p.m.

Mayor Young advised members of the audience that any person present who believes that his or her interest is affected by the proposed bylaws shall be given an opportunity to be heard on the matters contained in the proposed bylaw. Those who wish to speak concerning this proposed bylaw should give their name, address and views concerning the proposed bylaw. Mayor Young advised that after everyone has expressed their views, he shall state three times "Is there anyone else who wishes to be heard", and if no further views are forthcoming, the Public Hearing shall be declared closed.

The City Planner advised that Jesse Friest has applied on behalf of Green Corridor Properties Inc to amend the zoning of 2555 and 2559 Millstream Rd from the R2 (One- and Two-Family Residential) Zone to the RS3 (Residential Small Lot 3) Zone.

This is being proposed in order to allow for the subdivision of one new lot.

As part of this application, a public hearing is required in accordance with the regulations of the Local Government Act.

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

- a) \$2,772 per new lot created towards the General Amenity Reserve Fund;
- b) \$660 per new lot created towards the Affordable Housing Reserve Fund;
- c) 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:
 - i. That each dwelling will contain a 2-car garage unless a 5.5m setback to the garage face is provided;
 - ii. That full frontage improvements, including a vehicle turnaround area adjacent to the driveways, be provided to the satisfaction of the Director of Engineering prior to Subdivision Approval;
 - iii. That the dwellings will be constructed with a shared driveway access, which must include an alternate pavement surface with a minimum width of 1m extending from the shared property line;

- iv. That the garages must be used for vehicle parking, and that vehicle parking is prohibited within the driveway;
- v. That the dwellings be constructed in accordance with the plans attached to the staff report and presented at this Public Hearing;
- vi. That a construction parking management plan be provided to the satisfaction of the Director of Engineering prior to the issuance of a Building Permit; and

This proposal is consistent with the Official Community Plan Neighbourhood designation. Notifications and advertisements have been placed as required by Council policy.

The Mayor called a first time for presentations.

Mayor Young called a second time for presentations.

The Mayor called a third and final time for presentation, there being none, the Mayor officially declared the Public Hearing for Bylaw No. 1650 closed at 5:45 p.m.

4. ADOPTION OF MINUTES

a) Minutes of the Regular Meeting of Council – August 15th, 2016

MOVED BY: COUNCILLOR SEATON

SECONDED: COUNCILLOR SIFERT

That Council approve the Minutes of the Regular Meeting of Council held on August 15th, 2016.

CARRIED.

5. PUBLIC PARTICIPATION

Wendy Hobbs, 3442 Luxton Road addressed Council regarding Agenda Item 10 (k).

6. TEMPORARY USE PERMIT

a) TUP16-0002 – 809 Orono Avenue

MOVED BY: COUNCILLOR SZPAK

SECONDED: COUNCILLOR WADE

That Council issue Temporary Use Permit No. TUP16-0002 by the Council for the City of Langford to Brian Smith on behalf of Jerry Oetting to allow for a Group Daycare for 25 children at 809 Orono Ave 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 are varied under Section 498 of the *Local Government Act*:

- a) Proceed with the consideration of this Temporary Use Permit for a group daycare on the property at 809 Orono Avenue for a period of three (3) years; and
- b) Direct staff to amend the Zoning Bylaw to allow for a group daycare for 25 children in the R1 zone at 809 Orono Avenue.

CARRIED.

b) TUP16-0003 – 3010 Amy Road

MOVED BY: COUNCILLOR SIFERT

SECONDED: COUNCILLOR WADE

That Council issue Temporary Use Permit No. TUP16-0003 for the City of Langford to the City of Langford to allow the uses of the BP3 (Business Park 3 – Amy Road) Zone for the property located at 3010 Amy Rd 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 are varied under Section 498 of the *Local Government Act*:

- a) Direct staff to prepare a Temporary Use Permit that reinstates BP3 (Business Park 3 – Amy Road) uses to the property at 3010 Amy Road; AND
- b) Delegate authority to the Administrator to extend the Temporary Use Permit for a second three-year term, provided that the property is re-leased for a concurrent term; AND
- c) Direct the Administrator to enter into a new three-year lease with Limona Construction Ltd. that replaces the existing lease.

CARRIED.

7. DEVELOPMENT VARIANCE PERMIT

a) DVP16-0010 – 2758 Peatt Road

MOVED BY: COUNCILLOR WADE

SECONDED: COUNCILLOR SZPAK

That Council issue Development Variance Permit No. DVP16-0010 for the City of Langford to Lori Lamanes on behalf of 0891256 BC Ltd. to reduce the amount of parking required for a dance studio at 2758 Peatt Road subject to the following terms and conditions:

1. Variances

The following regulations of Zoning Bylaw No. 300 are varied under Section 498 of the *Local Government Act*:

- a) That Section 4.01.02 of Zoning Bylaw No. 300 be varied by reducing the minimum required parking required for a dance studio from six off-street parking spaces to zero off-street parking spaces
- 2. Conditions
The following requirements are imposed under Section 498 of the *Local Government Act*:
 - I. That the group daycare and dance studio do not operate concurrently at any time.

CARRIED.

b) DVP16-0011 – 913 Latoria Road

MOVED BY: COUNCILLOR SZPAK

SECONDED: COUNCILLOR SAHLSTROM

That Council issue Development Variance Permit No. DVP16-0011 for the City of Langford to Minda C. Riley on behalf of Pritchard Creek Estates Ltd. to vary the front yard setback from the required 5.5m to 1.5m for the property located at 913 Latoria Rd 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 are varied under Section 498 of the *Local Government Act*:
 - a) That Section 6.15.06(2) of Zoning Bylaw No. 300 be varied to reduce the rear lot line setback from the required 5.5m to 1.5m;
- 3. Conditions
The following requirements are imposed under Section 498 of the *Local Government Act*:
 - I. That the eastern interior side lot line have a setback of 5.5m
 - II. That the front lot line have a setback of 3m (or 5.5m for any portion facing a garage)
 - III. That the exterior side lot line have a setback of 4.5m (or 5.5m for any portion facing a garage)

CARRIED.

8. REPORTS

- a) **2015 Annual Report**
 - **Report (Administration)**

MOVED BY: COUNCILLOR SZPAK

SECONDED: COUNCILLOR SAHLSTROM

That Council approve the 2015 City of Langford Annual Report.

CARRIED.

b) Bylaw No. 1531; Various Omnibus Amendments to Zoning Bylaw No. 300
- Staff Report (Planning)

MOVED BY: COUNCILLOR WADE
SECONDED: COUNCILLOR SZPAK

That Council give first reading to Bylaw No. 1531 as drafted.

CARRIED.

c) Nuisance (General) Abatement Bylaw No. 1501, 2016
- Staff Report (Bylaw Enforcement)

MOVED BY: COUNCILLOR SZPAK
SECONDED: COUNCILLOR SAHLSTROM

That Council give first three readings to Bylaw No. 1501 Nuisance Abatement Bylaw, 2016 with an amendment to include a definition of illegal car racing.

CARRIED.

d) Request for Licence to Occupy – Echo Valley Drive – 2309
- Staff Report (Land Development)

MOVED BY: COUNCILLOR SZPAK
SECONDED: COUNCILLOR SAHLSTROM

That Council:

1. Direct staff to draft a "Licence to Occupy" agreement over portions of 891 Bear Mountain Parkway (Lot A, EPP39499; PID 029-321-832) and 2320 Setchfield Ave (Lot 47, VIP74179; No PID) as shown on Attachment 4 to this report for the purpose of sewer service to 2309 Echo Valley Drive (Lot 3, EPP36433; PID 029-221-714),

AND

2. Enter into a 3.0m Licence to Occupy over portions of 891 Bear Mountain Parkway (Lot A, EPP39499; PID 029-321-832) and 2320 Setchfield Ave (Lot 47, VIP74179; No PID) as shown on Attachment 4 to this report for the purpose of sewer service to 2309 Echo Valley Drive (Lot 3, EPP36433; PID 029-221-714), provided that
 - a. A Development Permit has been considered and issued
 - b. The developer obtain approval to cross the stream channel by the Ministry of Environment;

AND

3. That as a condition of that Licence to Occupy portions of 891 Bear Mountain Parkway (Lot A, EPP39499; PID 029-321-832) and 2320 Setchfield Ave (Lot 47, VIP74179; No PID) as shown on Attachment 4 to this report for the purpose of sewer service to 2309 Echo Valley Drive (Lot 3, EPP36433; PID 029-221-714), that Council requires;

- a. That any / all trees within the service route (and adjacent to) be surveyed and assessed by an arborist prior to removal consideration,
- b. That the developer replant tree's (and shrubs) as per the replacement ratio recommended by the project biologist and to the Manager of Parks satisfaction,
- c. That the developer irrigate any newly planted trees and shrubs (2 summer periods minimum) – install irrigation to the Parks Manager satisfaction and pay all costs,
- d. That the developer (or eventual strata) be responsible for the maintenance of the works contained within the "licence to occupy" area to a point that has been mutually determined by Westshore Environmental Services and the Dir. Of Engineering as the demarcation point between private and public works,
- e. The developer Install works as approved by the Director of Engineering under the supervision of a Civil Engineer;

AND

- f. The developer re-instate the pedestrian pathway located along Setchfield Ave from the intersection of Shaw Ave to the trail bollard (located to the intersection's north along Setchfield Ave) as gravel to the satisfaction of the Parks Manager.

AND

- g. The developer work with staff on the removal of invasive plants (broom and blackberry) along the trail frontage along Setchfield Ave (for approx. 30m).

CARRIED.

9. **CORRESPONDENCE**

a) Community Living Victoria (Brock Home)

Re: Letter of Appreciation – 2016 Mayors Charity Golf Donation

MOVED BY: COUNCILLOR SEATON

SECONDED: COUNCILLOR SAHLSTROM

That Council receive the letter of appreciation from Community Living Victoria with respect to a donation received from Mayor Golf Charity Tournament to support Brock Home.

CARRIED.

b) Canadian Cancer Society

Re: Expand Scope of Smoke and Vape Free Outdoor Public Places

MOVED BY: COUNCILLOR SZPAK

SECONDED: COUNCILLOR SAHLSTROM

That Council receive the letter dated August 12, 2016 from Megan Klitch and Jenny Byford of the Canadian Cancer Society, BC and Yukon.

CARRIED.

c) Core Area Waste Water Treatment – Resolution from Special Meeting of Council
Re: Letter from Carol Hamilton, Mayor of Colwood

MOVED BY: COUNCILLOR SZPAK
SECONDED: COUNCILLOR SEATON

That Council receive the letter dated August 18, 2016 from Mayor Carol Hamilton and forward a letter to the Sewer Project Board indicating that Langford would be interested in exploring the opportunity of partnering with Colwood in the development of a Westside Sewage Treatment Plant located in Colwood subject to:

- (a) The timely selection and approval of a site in Colwood to accommodate a Westside Sewage Treatment Plant;
- (b) The project being more cost effective for Langford residents than any other proposed treatment opportunities;
- (c) The project meeting all the Federal and Provincial Sewage Treatment Plant regulatory and statutory requirements; and
- (d) The project being eligible for the agreed to Federal and Provincial grant funding for the CRD Regional Sewage Treatment Initiative.

CARRIED.

10. BYLAWS

a) BYLAW NO. 1501
“City of Langford Nuisance Abatement Bylaw No. 1501, 2016”.
(FIRST, SECOND AND THIRD READING)

MOVED BY: COUNCILLOR SEATON
SECONDED: COUNCILLOR SZPAK

That Council give Bylaw No. 1501 First, Second and Third Reading as amended at this evening’s meeting.

CARRIED.

b) BYLAW NO. 1505
“City Centre Park Fees and Charges Bylaw No. 1203, 2008, Amendment No. 1, 2016”
(ADOPTION)

MOVED BY: COUNCILLOR SAHLTTROM
SECONDED: COUNCILLOR SIFERT

That Council adopt Bylaw No. 1505.

CARRIED.

- c) BYLAW NO. 1531**
"Langford Zoning Bylaw, Amendment No. 409, (Omnibus No. 39 – Various Amendments), 2016"
(FIRST READING)

MOVED BY: COUNCILLOR SAHLSTROM
SECONDED: COUNCILLOR SIFERT

That Council give Bylaw No. 1531 First Reading.

CARRIED.

- d) BYLAW NO. 1564**
"City of Langford Business Licence and Business Regulation Bylaw, No. 1564, Amendment No. 6, 2016"
(FIRST, SECOND AND THIRD READING)

MOVED BY: COUNCILLOR SAHLSTROM
SECONDED: COUNCILLOR SIFERT

That Council give Bylaw No. 1564 First, Second and Third Reading.

CARRIED.

- e) BYLAW NO. 1595**
"City of Langford Revitalization Tax Exemption Bylaw No. 1595."
(FIRST, SECOND AND THIRD READING)

MOVED BY: COUNCILLOR SAHLSTROM
SECONDED: COUNCILLOR SIFERT

That Council give Bylaw No.1595 First, Second and Third Reading.

CARRIED.

- f) BYLAW NO. 1647**
"Langford Zoning Bylaw, Amendment No. 459, (Hotel Definition), 2016".
(SECOND AND THIRD READING)

MOVED BY: COUNCILLOR WADE
SECONDED: COUNCILLOR SAHLSTROM

That Council give Bylaw No. 1647 Second and Third Reading.

CARRIED.

- g) BYLAW NO. 1648**
"Langford Zoning Bylaw, Amendment No. 460, (1067, 1099, 1124 & 1164 Braeburn Ave; 3439 Ambrosia Cres), 2016".
(SECOND AND THIRD READING)

MOVED BY: COUNCILLOR WADE
SECONDED: COUNCILLOR SEATON

That Council give Bylaw No. 1648 Second and Third Reading.

CARRIED.

- h) BYLAW NO. 1649**
"Langford Zoning Bylaw, Amendment No. 461, (2285 Bellamy Rd), 2016".
(SECOND AND THIRD READING)

MOVED BY: COUNCILLOR SZPAK
SECONDED: COUNCILLOR SIFERT

That Council give Bylaw No. 1649 Second and Third Reading.

CARRIED.

- i) BYLAW NO. 1650**
"Langford Zoning Bylaw, Amendment No. 462, (2555 and 2559 Millstream Rd), 2016".
(SECOND AND THIRD READING)

MOVED BY: COUNCILLOR WADE
SECONDED: COUNCILLOR SZPAK

That Council give Bylaw No. 1650 Second and Third Reading.

CARRIED.

- j) BYLAW NO. 1651**
"Road Closure Bylaw No. 1651, 2016"
(ADOPTION)

MOVED BY: COUNCILLOR WADE
SECONDED: COUNCILLOR SZPAK

That Council adopt Bylaw No. 1651.

CARRIED.

k) BYLAW NO. 1652
“Truck Route Bylaw No. 1477 Amendment No. 1, 2016”
(ADOPTION)

MOVED BY: COUNCILLOR SIFERT
SECONDED: COUNCILLOR SAHLSTROM

That Council adopt Bylaw No. 1652.

CARRIED.

l) BYLAW NO. 1654
“Procedure Bylaw No. 819, Amendment No. 1, 2016”
(ADOPTION)

MOVED BY: COUNCILLOR WADE
SECONDED: COUNCILLOR SIFERT

That Council adopt Bylaw No 1654.

CARRIED.

m) BYLAW NO. 1655
“City of Langford Bear Mountain Parkway Extension Local Area Service Temporary
Borrowing Bylaw No. 1655, 2016”
(ADOPTION)

MOVED BY: COUNCILLOR SAHLSTROM
SECONDED: COUNCILLOR WADE

That Council adopt Bylaw No. 1655.

CARRIED.

n) BYLAW NO. 1656
“Tax Exemption Non-Profit Affordable Housing Bylaw No. 1656, 2016”
(FIRST, SECOND AND THIRD READING)

MOVED BY: COUNCILLOR WADE
SECONDED: COUNCILLOR SZPAK

That Council give Bylaw No. 1656 First, Second and Third Reading.

CARRIED.

- o) BYLAW NO. 1657**
“City of Langford Housing Agreement (798 Harrier Way) Bylaw No. 1657, 2016”.
(FIRST, SECOND AND THIRD READING)

MOVED BY: COUNCILLOR WADE
SECONDED: COUNCILLOR SAHLSTROM

That Council give Bylaw No. 1657 First, Second and Third Reading.

CARRIED.

11. ADJOURNMENT

The Chair adjourned the meeting at 6:15 pm.

PRESIDING COUNCIL MEMBER:

CERTIFIED CORRECT
City Manager



BOARD OF DIRECTORS

Minutes of the West Shore Parks and Recreation Society Board of Directors Meeting Thursday, May 12, 2016 in the Fieldhouse

PRESENT: Directors Rob Martin (Chair), Leslie Anderson, Les Bjola, Lilja Chong, Arnie Hamilton, Al Hood, Moralea Milne, Matt Sahlstrom, Jennifer Jakobsen, Lanny Seaton, Winnie Sifert, and Terry Young

ABSENT: Directors Ed Watson, Darren Wright, and Ron Mattson

STAFF PRESENT:

Linda Barnes, Administrator
Sandy Clarke, Manager of Recreation
Wade Davies, Manager of Operations
Sue Dickson, Manager of Finance
Brian Merryweather, Manager of Human Resources
Lisa Lehive, Recorder
Matt Curtis, Maintenance Leadhand
Rob Wilson, Fitness Coordinator
Kathryn Mullis, Communications Programmer

PUBLIC PRESENT:

Mayor Carol Hamilton, City of Colwood

CALL TO ORDER

1. The Chair called the meeting to order at 7:05PM.

APPROVAL OF AGENDA

2. ***MOVED/SECONDED BY DIRECTORS SAHLSTROM AND YOUNG THAT THE AGENDA BE APPROVED.***
CARRIED

APPROVAL OF MINUTES

3. ***MOVED/SECONDED BY DIRECTORS SIFERT AND HOOD THAT THE MINUTES OF THE REGULAR MEETING HELD APRIL 14, 2016 BE ADOPTED.***
CARRIED

PUBLIC PARTICIPATION

4. N/A

CHAIRS REMARKS

5. a) The Chair gave the following remarks
- The Chair introduced Lisa Lehive as the new Administrative Assistant who will be contacting all Board Members on a regular basis.
- b) Linda noted that Lisa Lehive, Administrative Assistant will only be working 2 days per week and she requests patience as Lisa catches up on some items.

STANDING COMMITTEES

6. a) Finance – Quarterly Report

Sue Dickson, Manager of Finance gave the following update

- In the first quarter we had a surplus of \$135,000. Our revenue is a little higher than target, and we are on target to meet budget.

Director Bjola (Finance Chair) gave the following remarks with regards to the 2017 Budget

- We are tasked with trying to figure out how to move forward with the owners group. We need to figure out different ways we can share the financial load, specifically with regards to the request from the City of Langford.
- No approval of 2017 budget unless there is substantial moves towards improving the governance model.
- The Executive to reach out to the City of Langford to see what kinds of ideas they have for change.

Director Bjola motioned that the discussion of the City of Langford's Letter be taken out of the Finance Committee's agenda and be addressed by the Executive committee.

MOVED/SECONDED BY DIRECTORS BJOLA AND SIFERT THAT THE DISCUSSION BE REMOVED FROM THE FINANCE COMMITTEE AND ADDRESSED BY THE EXECUTIVE COMMITTEE.

CARRIED

The Chair noted

- This is not a board issue; it is an owner's issue. The Chair commented that this is a policy board; the owners need to focus on that specific contract.

b) Strategic Planning – Report and SWOT Analysis

- The Administrator noted that organizationally WSPRS is at a crossroads. It is difficult to plan 5-10 years in the future; a 3 year plan is more feasible. Concentrate on internal issues that will produce better results for community members.
- The Administrator introduced 3 staff members to give a presentation on Strategic Planning (Rob Wilson, Fitness Coordinator; Matt Curtis, Maintenance Leadhand; Kathryn Mullis, Communications Programmer)

Strategic Planning Presentation (by WSPR Staff – Rob Wilson, Matt Curtis and Kathryn Mullis):

- Rob Wilson explained
 - o That 4 groups were selected to do the SWOT (Strengths, Weaknesses, Opportunities and Threats) Analysis. Staff were chosen from each department and no supervisors were included to ensure staff were comfortable being honest during the exercise. This exercise was also done with two others groups, including managers and supervisors.
 - o Goal – facilitate discussion internally

- General Observation – all positive intent from staff; the staff all seemed to want to make WSPR better
- Matt Curtis noted
 - General Observations – some common observations from past exercises include a focus on resource training, professional development, the fact that there is not enough time to do jobs, growth of society not in line with staff growth, ownership agreement, developing community relationships, and concerns around managing demands during peak hours.
- Rob Wilson, Matt Curtis and Kathryn Mullis went through the SWOT Analysis Exercise with the Board Members.
- Kathryn Mullis explained the next steps
 - Include all staff in discussions and inform staff of strategic plan.
 - Staff and Board Committees will meet to collect information and draft a plan.
 - A survey was created (using Survey Monkey) and is to be sent out to all staff.
 - Draft of Strategic Plan to be completed by September.
- Please email Linda or Lisa with anymore ideas or observations to add to the exercise.

c) Policy

- No Update

OLD BUSINESS

7. N/A

NEW BUSINESS

8. **a) Conflict of Interest Resolved (Times Colonist Article)**

- The Administrator summarized the article and noted that WSPR Board Members are allowed to discuss the budget and other items with their councils as per the Times Colonist Article.
- Mayor Carol Hamilton, City of Colwood noted
 - It is the opinion of the City of Colwood's legal entity that they haven't gone far enough. This will be taken up with a representative from the province and further information provided to the Board Members when available.

FOR INFORMATION

9. **a) Human Resources Report**

- Brian Merryweather, Manager of Human Resources
 - WSPR has been approved for 14 Summer Grants (this amounts to over \$50,000 in staff wages)

b) Administrator's Report

- The Administrator encouraged all Board Members to look at the Activity Guide (distributed at the Board Meeting). The Activity Guide is a wonderful showcase of all WSPR programs, community partnerships. Thank you to Kathryn Mullis, Communications Programmer, for producing the Activity Guide in house.
- The Administrator reminded Board Members of the AGM on June 9, 2016 at 7:00PM; there will be a Board Meeting to follow. Municipalities have received notice, and are asked to RSVP to the Administrative Assistant with the name of the representative and any agenda items.

c) CTV Ad and Q Commercials

- CTV Ad
 - o CTV ad was played for the Board Members' information.
 - o Sandy Clarke, Manager of Recreation noted
 - That the CTV ad is 15 seconds long and will be played for 32 weeks, 5 nights a week during the 5:00PM news.
 - The ad will be updated 5 times per year to keep it current.
 - CTV is using space on the LED Frontage Sign at WSPR, which is valued at approximately \$15,000 in exchange we are receiving ads through CTV which are valued at approximately \$25,000.
- Q Commercials
 - o Two Q Commercials were played for the Board Members' information.
 - o Sandy Clarke, Manager of Recreation noted that these commercials are changed every two weeks.

d) Variety Club Sunshine Coach Application

- The Administrator shared with the Board Members that an application has been submitted to the Variety Club for a new accessible bus. WSPR has the most programs with children with disabilities in the region.

IN CAMERA

10. N/A

ADJOURNMENT

11. ***MOVED/SECONDED BY DIRECTORS MILNE AND HAMILTON
THAT THE MEETING BE ADJOURNED AT 8:21PM.
CARRIED***

CITY OF LANGFORD

**RESOLUTIONS OF THE PLANNING, ZONING AND AFFORDABLE HOUSING COMMITTEE
MEETING**

Monday, September 12th, 2016

- 1. Application to Rezone 1128 Finlayson Arm Rd from RR4 (Rural Residential 4) Zone to RAE1 (Rural Agricultural and Eco-Tourism) Zone to allow for equestrian therapy and riding activities on the property (File No. Z16-0013)**

That Council:

1. Consider giving First Reading to Bylaw No. 1658 to amend the zoning designation of the property located at 1128 Finlayson Arm Road from RR4 (Rural Residential 4) to the new RAE1 (Rural Agriculture and Eco-Tourism 1) Zone subject to the following terms and conditions:
 - a) A site servicing feasibility review must be conducted, to the satisfaction of the Director of Engineering, for any development prior to issuance of a development permit.
 - 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:
 - i. That any necessary underground or above ground servicing upgrades, extensions, or other requirements should be fulfilled at the applicant's expense.

- 2. Application to Rezone 2822 and 2824 Knotty Pine Road from R2 (One- and Two-Family Residential) to RM7A (Medium Density Apartment A) Zone to Permit a six-unit townhouse development (File No. Z16-0018)**

That Council:

1. Direct staff to prepare a bylaw to amend the zoning designation of the property located at 2822 and 2824 Knotty Pine from R2 (One- and Two-Family Residential 2) to RM7A (Medium Density Apartment 7A), subject to the following terms and conditions:
 - a) That the owner agrees to provide, as a bonus for increased density, the following contributions per unit, prior to the issuance of a Building Permit:
 - i. \$2,562 towards the General Amenity Reserve Fund;
 - ii. \$610 towards the Affordable Housing Reserve Fund;
 - 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:
 - i. That a construction parking plan will be provided prior to the issuance of a Building Permit

Cont'd on Page 2

- ii. That a stormwater management and maintenance plan should be created and registered on title for the benefit of future owners;
 - iii. That any necessary underground or above ground servicing upgrades, extensions, or other requirements should be fulfilled at the applicant's expense;
 - iv. That the applicant will construct full frontage improvements as per Bylaw No. 1000 to the satisfaction of the Director of Engineering at the time of subdivision;
 - c) That the applicant provides a landscape plan, to the satisfaction of the Director of Planning, prior to Public Hearing; and
2. Authorize the Director of Planning to issue the following variances within the Development Permit for 2822 and 2824 Knotty Pine Road:
- a) That Section 6.36A.06(1) be varied to reduce the minimum setback to a front lot line to 5.57 m; and
 - b) That Section 6.36A.06(2) be varied to reduce the minimum setback to an interior side lot line to 2 m; and
 - c) That Section 4.01.01 Table 1 be varied to reduce the number of visitor parking spaces from 2 to 0; and
 - d) Subject to the applicant covenanting and agreeing that parking spaces within garages will be used for parking, and not for storage.

3. Application for Development Variance Permit to allow a 47-unit townhouse development at 2309 Echo Valley Dr and a 72-unit development at 890 Bear Mountain Parkway (File No. DVP16-0013)

That Council:

1. Direct staff to proceed with consideration of the following variances:
 - a) With regards to 890 Bear Mountain Parkway,
 - i) That Section 6.109.05(1)(a) of Zoning Bylaw No. 300 be varied to reduce the minimum front lot line setback from 5.5m to 1.0m for Lot 2;
 - ii) That Section 6.109.05(2)(a) of Zoning Bylaw No. 300 be varied to reduce the minimum front lot line setback from 4.5m for the principal dwelling and 5.5m for the garage to 1.0m for Lots 3-19;
 - iii) That Section 6.109.05(2)(a) of Zoning Bylaw No. 300 be varied to reduce the minimum front lot line setback from 4.5m for the principal dwelling and 5.5m for the garage to 3m for the principal dwelling for Lot 1;
 - iv) That Section 6.109.05(2)(a) of Zoning Bylaw No. 300 be varied to reduce the minimum front lot line setback from 4.5m for the principal dwelling and 5.5m for the garage to 2m for Lot 20;

Cont'd on Page 3

- v) That Section 6.109.05(2)(c) of Zoning Bylaw No. 300 be varied to reduce the minimum exterior side lot line setback from 3.0m for the principal dwelling and 5.5m for the garage to 2.0m for Lot 19;
- vi) That Section 6.109.05(2)(c) of Zoning Bylaw No. 300 be varied to reduce the minimum exterior side lot line setback from 3.0m for the principal dwelling and 5.5m for the garage to 1.0m for Lot 20;
- vii) That Section 6.109.05(2)(c) of Zoning Bylaw No. 300 be varied to reduce the minimum exterior side lot line setback from 3.0m for the principal dwelling and 5.5m for the garage to 1.0m for Lot 1;
- viii) That Section 6.109.05(2)(d) of Zoning Bylaw No. 300 be varied to reduce the minimum rear lot line setback from 6.0m to 1.5 m for Lot 1;
- ix) That Section 6.109.05(2)(d) of Zoning Bylaw No. 300 be varied to reduce the minimum rear lot line setback from 6.0m to 4.8m for Lot 3;
- x) That Section 6.109.05(2)(d) of Zoning Bylaw No. 300 be varied to reduce the minimum rear lot line setback from 6.0m to 5.5m for Lot 4;
- xi) Section 6.109.02 (1)(a) of Zoning Bylaw No. 300 be varied to reduce the minimum lot area from 300 m² to 260 m² for Lot 3;
- xii) Section 6.109.02 (1)(a) of Zoning Bylaw No. 300 be varied to reduce the minimum lot area from 300 m² to 260 m² for Lot 4;
- xiii) Section 6.109.02 (1)(a) of Zoning Bylaw No. 300 be varied to reduce the minimum lot area from 300 m² to 270 m² for Lot 5;
- xiv) Section 6.109.02 (1)(a) of Zoning Bylaw No. 300 be varied to reduce the minimum lot area from 300 m² to 279 m² for Lot 6;
- xv) Section 6.109.02 (1)(a) of Zoning Bylaw No. 300 be varied to reduce the minimum lot area from 300 m² to 289 m² for Lot 7;
- xvi) Section 6.109.02 (1)(a) of Zoning Bylaw No. 300 be varied to reduce the minimum lot area from 300 m² to 299 m² for Lot 8;
- xvii) That Section 6.109.05(3)(a) of Zoning Bylaw No. 300 be varied to reduce the minimum front lot line setback from 3.0m for the principal dwelling and 5.5m for the garage to nil for Lots 21-28;
- xviii) That Section 6.109.05(3)(a) of Zoning Bylaw No. 300 be varied to reduce the minimum front lot line setback from 3.0m for the principal dwelling and 5.5m for the garage to 2.1m for the principal dwelling for Lot 29;
- xix) That Schedule 4 of Subdivision and Development Servicing Bylaw No. 1000 be varied to allow a permanent two-point turnaround in lieu of a cul-de-sac;

b) With regards to 2309 Echo Valley Dr:

- i) That Section 6.109.05(3)(a) of Zoning Bylaw No. 300 be varied to reduce the minimum exterior side lot line setback from 3.0m for the principal dwelling and 5.5m for the garage to 1.5m;
- ii) That Section 6.109.05(3)(a) of Zoning Bylaw No. 300 be varied to reduce the minimum rear lot line setback from 6.0m to 3.0m;

Cont'd on Page 4

Subject to the following terms and conditions:

- i) That the applicant install "No Parking" signage in the two-point turnaround;
- ii) That a 6m setback be provided from the intersection point of the front lot line and rear lot line of Lot 1;
- iii) That the exterior side lot line variance provided to Lot 1 does not impede vehicular sight lines, as determined by the Director of Engineering.

CITY OF LANGFORD

RESOLUTIONS OF THE ADMINISTRATION AND FINANCE COMMITTEE MEETING

Tuesday, September 13th, 2016

1. Write off Uncollectable Property Taxes for 2015 and 2016 (Finance)

That Council authorize the Treasurer to write off the sum of \$147.98 in outstanding 2016 property taxes relative to Folio 70030.190 at 19-848 Hockley Avenue, and the amount of \$311.41 in outstanding 2015 property taxes relative to folio 70390.800 at 80-2911 Sooke Lake Rd, subject to the Minister's approval under Section 315.3 of the Local Government Act.

2. 2017 Permissive Tax Exemptions – Bylaw No. 1653 – Goldstream Masonic Hall (Finance)

That Council approve the 2017 Permissive Tax Exemption request from the Goldstream Masonic Hall located at 679 Goldstream Avenue subject to them allowing the use of their parking lot for City events taking place at Veterans Memorial Park.

2. 2017 Permissive Tax Exemptions – Bylaw No. 1653 (Finance)

That Council approve the following 2017 Permissive Tax Exemption Applications:

- i. Juan de Fuca Cadet Youth Society – The society clubhouse is located at 948 Dunford Road and is used by the local branch of the Navy League of Canada and its two Cadet Corps. The organization received a full exemption in 2016.
- ii. Langford 50 and Up Club – The 50 and Up clubhouse is located at 2637 Sunderland Road and received a full exemption in 2016.
- iii. Metchosin Farmers Institute – The Institute owns several properties known as the Luxton Fairgrounds which received full tax exemption in 2016.
- iv. South Vancouver Island Rangers – The Ranger's property is located at 3498 Luxton Road. The Society notes that they donate annually to various charities and make the grounds available for community events. A full exemption was granted in 2016.

CONT'D PAGE 2

- v. Gordon United Church of Canada – The United Church is located at 929 and 935 Goldstream Avenue. The property was fully exempted in 2016.
- vi. The Lighthouse Christian Academy – located at 1289 Parkdale Drive. This property was fully exempted in 2016.
- vii. Grace Baptist Church – Located at 2731 Matson Road. The property was fully exempted in 2016.
- viii. St. Vincent De Paul Society - This registered non-profit society operates a thrift store at 2784 Claude Road. The property was fully exempted in 2016.
- ix. West Shore Chamber of Commerce – Even though the Chamber office is located on municipal property at 2830 Aldwynd Road, it is taxable because the Chamber is a taxable occupier of leased municipal land. Therefore, a permissive exemption is necessary. The property was fully exempted in 2016.
- x. Bishop of Victoria - This organization owns Our Lady of the Rosary Church at 798 Goldstream Avenue. The property was fully exempted in 2016.
- xi. The Forge, formerly “Western Community Baptist Church” – Located at 2610/2612 Sooke Road. The property was fully exempted in 2016.
- xii. Royal Canadian Legion – Located at 761 Station Avenue - The Legion provides space for Langford Emergency Social Services and the Food Bank. The property was fully exempted in 2016.
- xiii. Westwind Plaza (JV) Properties Ltd. – This property is the Goudy Library at 119-755 Goldstream Avenue. We have also included this property in the bylaw as this is a city initiated exemption. This property was fully exempted in 2016.
- xiv. Habitat for Humanity - This property is located at 849 Orono. They are a not-for-profit organization and is a registered charity under the Income Tax Act of Canada. The property was fully exempted in 2016.
- xv. Victoria Conservatory of Music – This property is located in the YM/YWCA Building and occupies unit #210-1314 Dumont Ave. The Society provides music activities and education for the residents of Langford. This property was fully exempted in 2016.
- xvi. Victoria Association for Community Living – This property is located at 157-2745 Veterans Memorial Parkway. The Association provides support services to children, youth and adults with developmental disabilities, and to their families. The Association is a registered non-for-profit society.
- xvii. Island Corridor Foundation – E&N Corridor on Vancouver Island. This property was not exempted in 2016; AND

2) That Council proceed to give Tax Exemption Bylaw No 1653, 2016 the first three readings at the Regular Council Meeting of September 19, 2016.

CONT'D PAGE 3

3. Monthly Approval of Accounts Payable – March to August, 2016 (Finance)

That Council approve the City of Langford disbursements from March to August 2016 as outlined in the Accounts Payable Report dated September 1, 2016.

CITY OF LANGFORD

RESOLUTIONS OF THE TRANSPORTATION AND PUBLIC WORKS COMMITTEE MEETING

Tuesday, September 13th, 2016

1. Glen Lake Road Speeding Concerns (Engineering)

That Council direct staff not to lower the speed limit on Glen Lake Road between Sooke Road and Jenkins Avenue to 40km/h at this time.

2. McCallum Road Speeding Concerns (Engineering)

That Council do nothing at this time to the posted speed limit of 50km/h on McCallum Road between Millstream Road and Leigh Road.

3. 1330 Creek Side Trail Driveway Paving Request (Engineering)

That Council do nothing at this time with respect to paving the driveway at 1330 Creek Side Trail.

4. Players Drive and Spirit Ridge Speeding Concerns (Engineering)

That Council direct staff to do nothing at this time with respect to the posted speed limit of 50km/h on both Players Drive and Sprit Drive.

5. 3167 Glen Lake Road Tree Removal (Engineering)

That Council do nothing at this time with respect to the request to remove trees near 3167 Glen Lake Road.



City of Langford

www.cityoflangford.ca

Staff Report to Council

Date: September 19, 2016

Department: Parks & Recreation

Subject: Pre-Approval Request for General Contractor – Rugby Canada Facility

Background

The Government of Canada, City of Langford (CoL) and Rugby Canada (RC) have entered into an agreement to build a Training Facility at 3019 Glen Lake Road. The facility will be a 2-story training facility used by RC and local organizations. Johnston Sports Architecture (JSA) has been selected to assist with the design and construction. Site preparation will be completed by September 16 and construction of the building is to follow.

Commentary

The City of Langford and Rugby Canada have posted a Request for Proposal for a General Construction/Design Assist Contractor to construct the training facility. The RFPs close on September 16 and the evaluation cannot be made by the time of the Council meeting on September 19. The next council meeting isn't until October 3rd so staff are requesting that council pre-approve the selection of the General Contractor so that construction will keep on schedule and the outside work can begin immediately. The selection of the General Contractor will be made the week of September 20. The selection will be made by CoL, RC and JSA and will be based on the criteria as laid out in the RFP.

Financial Implications

The cost to construct the building is part of the overall budget for the construction of the training center.

Legal Implications

The CoL and RC will be required to enter into a legal agreement with the contractor selected to complete the site preparation.

Options

That Council direct staff to:

1. Pre-approve the selection of the General Contractor during the week of September 20 based on the evaluation as laid out in the RFP as long as the cost is within the proposed budget for the construction of the building.

or

Not award the contract at this time.

Respectfully Submitted,

Submitted by:	Mike Leskiw, Manager of Parks, Recreation, Beautification and Culture
Concurrence:	Steve Ternent, Director of Finance
Concurrence:	Jim Bowden, Chief Administrative Officer

ML/

CITY OF LANGFORD

BYLAW NO. 1501

**A BYLAW TO REGULATE, ABATE AND PROHIBIT NUISANCES
AND PROVIDE FOR THE COST RECOVERY OF
ABATEMENT OF NUISANCES**

WHEREAS under sections 8 and 64 of the *Community Charter*, Council may, by bylaw, regulate, prohibit and impose requirements in relation to nuisances;

AND WHEREAS under sections 17 and 194 of the *Community Charter* Council may impose costs and recover the costs of taking action in the event of a default by a person who fails to take action as Council directs.

NOW THEREFORE, the Council of the City of Langford, in open Meeting assembled, enacts as follows:

1. This Bylaw may be cited for all purposes as the "City of Langford Nuisance Abatement Bylaw No. 1501, 2016".

Interpretation

2. In this Bylaw, unless the context otherwise requires:

"City" means the City of Langford;

"Nuisance" means an activity which substantially and unreasonably interferes with a person's use and enjoyment of a public area or of land he or she occupies or which causes injury to the health, comfort or convenience of an occupier of land and, if it does so, without limiting the generality of the foregoing, may include, an activity such as a noisy party, a group of people making noise, loud music, illegal car racing, revving engines, yelling, shouting, screaming, fighting, littering and trespassing.

Prohibition

3. No person shall cause a nuisance or permit the land he or she owns or occupies to be used so as to cause a nuisance.

Nuisance Abatement

4. (1) A person who causes a nuisance or permits the land he or she owns or occupies to be used so as to cause a nuisance, shall abate or cause to be abated an activity which causes a nuisance.
- (2) The City may, by its employees, contractors and agents, abate or cause to be abated an activity which causes a nuisance if the person who caused the nuisance or permitted the land that he or she owned or occupied to be used so as to cause a nuisance failed to comply with a direction from Council to abate the nuisance.

Cost Imposition

5. The City may impose the costs of abating a nuisance on one or more of the following:
 - (1) a person causing the nuisance;
 - (2) the occupier of land from which the nuisance emanates; and
 - (3) the owner of land from which the nuisance emanates.

Collection

6. The City may recover the costs imposed under Section 5 in accordance with:
 - a) Section 231 of the *Community Charter* as a debt due and recoverable in a court of competent jurisdiction; or
 - b) Section 258 of the *Community Charter* as property taxes.

Costs

7. The costs recoverable for nuisance abatement shall be those set out in Schedules "A" and "B" to this Bylaw. Schedules "A" and "B" form a part of this Bylaw and are enforceable in the same manner as this Bylaw.

Offences

8. A person who contravenes, violates or fails to comply with any provision of this Bylaw, or who suffers or permits any act or thing to be done in contravention or violation of this Bylaw, or who fails to do anything required by this Bylaw, commits an offence and shall be liable, upon conviction, to a fine of not more than \$10,000.00 and not less than \$200.00, the cost of prosecution and any other penalty or order imposed pursuant to the *Community Charter* or the *Offence Act* (British Columbia). Each day that an offence against this Bylaw continues or exists shall be deemed to be a separate and distinct offence.

Severability

9. Each section of this Bylaw shall be severable. If any provision of this Bylaw is held to be illegal or invalid by a court of competent jurisdiction, the provision may be severed and the illegality or invalidity shall not affect the validity of the remainder of this Bylaw.

READ A FIRST TIME this 6th day of September, 2016.

READ A SECOND TIME this 6th day of September, 2016.

READ A THIRD TIME this 6th day of September, 2016.

ADOPTED this day of , 2016.

MAYOR

(Certified Correct)
CORPORATE OFFICER

SCHEDULE "A"
Nuisance Abatement Bylaw No. 1501, 2016

The costs referred to in Section 7 of this Bylaw are to be determined in part by multiplying the following hourly rates for any of the following individuals involved in the abatement of a nuisance by the time spent by those individuals in the abatement of the nuisance and if there is more than one individual the amounts for each individual are added together to determine the cost imposed under this Schedule "A".

The following hourly rates apply for every hour or 1/4 hour portion thereof which any of the following City employees, RCMP or Fire/Rescue Personnel use to deal with the abatement of a nuisance and depending upon the day of the week, the time of day or the holiday status of when such services are required, the hourly rate may be increased by one and a half or two times.

City Employees	Hourly Rate in Dollars
Bylaw -Manager	60.00
Bylaw Enforcement Officer	43.00
Building Supervisor	70.00
Building Inspector	54.00
Superintendent of Public Works	63.50
Foreman – Public Works	54.00
Tradesperson - Public Works	47.00
Labourer – Public Works	47.00

RCMP	Hourly Rate in Dollars
Staff Sergeant	69.23
Sergeant	63.50
Corporal	58.27
Constable	52.00

Fire/Rescue	Hourly Rate
Fire Chief	70.00
Deputy Fire Chief	60.00
Assistant Fire Chief	60.00
Captain – Inspection	54.00
Lieutenant – Inspection	54.00
Inspector	43.00
Captain – Suppression	54.00
Lieutenant - Suppression	54.00
Fire Fighter	43.00

SCHEDULE "B"
Nuisance Abatement Bylaw No. 1501, 2016

The costs referred to in Section 7 of this Bylaw are to be determined in part by multiplying the following hourly rates for any equipment or vehicles used by the City in abating a nuisance by the time spent using the equipment or vehicles. If there is more than one piece of equipment or vehicle used in the nuisance abatement then the amounts for each are added together to determine the cost imposed under this Schedule "B".

The following hourly rates apply for every hour or 1/4 hour portion thereof where any of the following equipment and vehicles are used by City employees, RCMP or Fire/Rescue personnel to deal with the abatement of a nuisance and depending upon the day of the week, the time of day or the holiday status of when such services are required, the hourly rate may be increased by one and a half or two times.

Equipment and Vehicles	Hourly Rate in Dollars
City Car	180.00
City Truck – Light	180.00
City Truck – Service	180.00
City Vehicle – Other	180.00
Fire Truck – Rescue	540.00
Fire Truck – Pumper	600.00
Fire Truck – Aerial	1315.00
Fire Truck – Other	600.00
Fire Vehicle, Inspector	180.00
RCMP Vehicles	180.00

For any work carried out by a contractor of the City to abate a nuisance on behalf of the City the costs imposed will be the actual cost of the contract plus 10% of the contract value.

**CITY OF LANGFORD
BYLAW NO. 1653**

**A BYLAW TO EXEMPT CERTAIN LANDS AND IMPROVEMENTS WITHIN THE CITY
OF LANGFORD FROM TAXATION FOR THE YEAR 2017**

WHEREAS Council may exempt land and improvements from taxation under Section 224 of the Community Charter;

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

1. The buildings and improvements together with certain lands surrounding the buildings and improvements and more particularly described as:
 - a) Roll No. 01-62-327-06159.000
Lot 7, PI 6190, Section 79, Esquimalt District
Juan de Fuca Cadet Youth Society
948 Dunford Road
 - b) Roll No. 01-62-327-07522.001
Lot 10, PI 10901, Section 111, Esquimalt District
Langford Fifty and Up Club
2637 Sunderland Road
 - c) Roll No. 01-62-327-06411.005
Section 84, Esquimalt District, All that portion of the Hollywood Road (renamed Hazelwood Road by Gazette notice dated February 22, 1956), as dedicated by PI 1718 and extending northerly from the extension easterly of the south boundary of Block 2, PI 1718, Section 84, Esquimalt District to the extension north-easterly of the north-west boundary of Lot A, PI 13728
Metchosin Farmers' Institute
1040 Marwood Avenue
 - d) Roll No. 01-62-327-06411.008
Lot 1, PI EPP26925, Section 84 Esquimalt District, Section 90, 86 and 87 Metchosin District
(PID #029-207-908)
Metchosin Farmers' Institute
1040 Marwood Avenue

- e) Roll No. 01-62-327-06439.250
Esquimalt District, LD 30 & 21 PT Sections 83, 84, 85, 86 Metchosin District & Sections 83 & 84 Esquimalt District except parcel M (DD15125) shown outlined in red on PI 82 RW Part held under licence of occupation by the Metchosin Farmers' Institute
Metchosin Farmers' Institute
1040 Marwood Avenue
- f) Roll No. 01-62-327-13906.060
Esquimalt District, Lot 1 of PI 17393, Sections 79 Metchosin District, 83, 84 and 90, Esquimalt District (PID #003-908-968)
South Vancouver Island Rangers
3498 Luxton Road
- g) Roll No. 01-62-327-04124.001
Lot 4, PI 9088, Section 5, Esquimalt District
Trustees United Church of Canada (Gordon United Church)
929 Goldstream Avenue
- h) Roll No. 01-62-327-04125.001
Lot 1, PI 14459, Section 5, Esquimalt District
Gordon United Church of Canada
935 Goldstream Avenue
- i) Roll No. 01-62-327-06299.010
Lot 1, PI 15933, Section 88 & 89, Esquimalt District
Trustees – Lighthouse Christian Academy
1289 Parkdale Drive
- j) Roll No. 01-62-327-04250.003
Lot A, PI 28120, Esquimalt District
Grace Baptist Church of Victoria
2731 Matson Road
- k) Roll No. 01-62-327-05647.010
Lot A, PI 42956, Esquimalt District
Society of St. Vincent De Paul
2784 Claude Road
- l) Roll No. 01-62-327-05790.021
Lot B, PI VIP64037, Esquimalt District
West Shore Chamber of Commerce
2830 Aldwynd Road

- m) Roll No. 01-62-327-05646.100
Lot 1, PI VIP69262, Esquimalt District
Bishop of Victoria Corp
798 Goldstream Avenue
- n) Roll No. 01-62-327-06694.030
Lot 1, PI 44619, Esquimalt District
The Forge (formerly the Western Community Baptist Church)
2610-2612 Sooke Road
- o) Roll No. 01-62-327-05709.202
Lot 2, PI VIS6677, Section 72, Esquimalt District
Westwind Plaza (JV) Properties Ltd. (Goudy Library)
119-755 Goldstream Avenue
- p) Roll No. 01-62-327-05709.203
Portion of Lot 3, PI VIS6677, Section 72, Esquimalt District
Westwind Plaza (JV) Properties Ltd. (Goudy Library)
115-755 Goldstream Avenue
- q) Roll No. 01-62-327-04188.140
Lot 4, PI VIS4874, Section 5 Esquimalt District
Habitat for Humanity Victoria
849 Orono Avenue
- r) Roll No. 01-62-327-05731.100
Lot 1, PI VIP78559, Section 72, Esquimalt District
Royal Canadian Legion
761 Station Road
- s) Roll No. 01-62-327-06385.006
Portion of Lot 1, PI EPP38718, Section 86 and 87, Esquimalt District
Westhills Land Corp (Victoria Conservatory of Music)
210-1314 Dumont Avenue
- t) Roll No. 01-62-327-05886.008
Lot 8, PI VIS6662, Section 72, Esquimalt District
Victoria Association for Community Living
157-2745 Veterans Memorial Parkway
- u) Roll No. 01-62-327-05886.144
Lot 144, PI VIS6662, Section 72, Esquimalt District
Victoria Association for Community Living
P44-2745 Veterans Memorial Parkway

- v) Roll No. 01-62-327-05886.145
Lot 145, PI VIS6662, Section 72, Esquimalt District
Victoria Association for Community Living
P45-2745 Veterans Memorial Parkway
- w) Roll No. 01-62-327-05886.146
Lot 146, PI VIS6662, Section 72, Esquimalt District
Victoria Association for Community Living
P46-2745 Veterans Memorial Parkway
- x) Roll No. 01-62-327-05886.147
Lot 147, PI VIS6662, Section 72, Esquimalt District
Victoria Association for Community Living
P47-2745 Veterans Memorial Parkway
- y) Roll No. 01-62-327-05886.148
Lot 148, PI VIS6662, Section 72, Esquimalt District
Victoria Association for Community Living
P48-2745 Veterans Memorial Parkway
- z) Roll No. 01-62-327-05764.000
Lot 23, PI VIP7235, Section 72, Esquimalt District
Goldstream Masonic Hall
679 Goldstream Ave
- aa) Roll No. 01-62-327-18809.000
Lot A, PI VIP65123, Section 1,2,4 &5, Lot A, PI VIP65129, Section 7980, 86 & 87, Esquimalt Land District, Sections 79, 80, 86 and 87, Lot A Plan VIP65130, Section 72, Esquimalt Land District, Except Plan VIP86164, Lot 2, Plan VIP45768, Section 73 Esquimalt Land District
Island Corridor Foundation
E&N Railway

Shall hereby be exempt from taxation for the year 2016.

2. This bylaw may be cited for all purposes as "City of Langford Permissive Tax Exemption Bylaw No. 1653, 2016."

READ A FIRST TIME this day of September, 2016.

READ A SECOND TIME this day of September, 2016.

READ A THIRD TIME this day of September, 2016.

ADOPTED this ... day of ..., 2016.

MAYOR

(Certified Correct)
CORPORATE OFFICER

CITY OF LANGFORD

BYLAW NO. 1564

A BYLAW TO AMEND THE DISTRICT OF LANGFORD BUSINESS LICENCE AND REGULATION BYLAW NO. 216, 1997.

WHEREAS, the Council of the City of Langford considers it appropriate to amend the business licencing regime;

NOW THEREFORE, the Council of the City of Langford in open meeting assembled enacts as follows;

1. Business Licence and Business Regulation Bylaw No. 216, 1997 is amended by:
 - (a) Deleting from section 12 the words "13, 14 and 15" and inserting the words "13 and 14" in their place.
 - (b) Deleting the heading "Licence Renewal" after section 18.
 - (c) Deleting sections 19, 20 and 21 and appropriately renumbering subsequent sections.
 - (d) Deleting re-numbered section 49 and replacing it with the following:

49. Schedules "A" and "B" are attached to and form part of this bylaw
 - (e) Adding as section 44 and 45 within Division III the following and renumbering the subsequent sections accordingly:

44. Licenses granted pursuant to the Liquor Control and Licensing Branch may only be permitted to operate until 12:00am from Sunday to Thursday;

45. Notwithstanding section 44, license holders may have the opportunity to apply for a 1:00am closing time for special event purposes a maximum of six (6) times a year which shall be considered by the License Inspector;
2. If any portion of this bylaw is found to be invalid it shall be severed from the bylaw and the remaining provisions shall not be affected, but shall remain in full force and effect as if the bylaw had been enacted without the invalid portion.
3. This bylaw may be cited for all purposes as "City of Langford Business Licence and Business Regulation Bylaw, No. 1564, Amendment No. 6, 2016.

READ A FIRST time on this 6th day of September, 2016.

READ A SECOND time on this 6th day of September, 2016.

READ A THIRD time on this 6th day of September, 2016.

ADOPTED this day of , 2016.

MAYOR

(Certified Correct)
CORPORATE OFFICER

CITY OF LANGFORD

BYLAW NO. 1595

A BYLAW TO AUTHORIZE A REVITALIZATION TAX EXEMPTION PROGRAM

WHEREAS under the provisions of Section 226 of the *Community Charter*, the Municipal Council of the City of Langford may, by bylaw, establish a revitalization tax exemption program;

WHEREAS Council wishes to establish a revitalization tax exemption program in the City, shown in bold outline on Schedule 'A';

WHEREAS Council's objectives for the revitalization tax exemption program in the City are to support and encourage the construction of rental housing in the community;

WHEREAS the *Community Charter* provides that a revitalization tax exemption program bylaw may only be adopted after notice of the proposed bylaw has been given in accordance with Section 227 of the *Community Charter* and Council has given this notice;

The Council of the City of Langford, in open meeting assembled, enacts as a bylaw under s. 226 of the *Community Charter* as follows:

1.0 In this Bylaw:

"Agreement" means a revitalization tax exemption agreement between the owner of a parcel and the City, substantially in the form attached to, and forming part of, this bylaw as Schedule 'B';

"City" means the City of Langford;

"Housing Agreement" includes terms and conditions agreed to by the City and the owner regarding the timing of construction, density of development and the occupancy of the housing units identified in the agreement, including but not limited to terms and conditions respecting the form of tenure of the housing units;

"Parcel" has the same meaning as in the *Community Charter* and, for the purposes of this bylaw, means a parcel situated within the Revitalization Area;

"Project" means the construction of a new rental housing development in the form of multi-family apartment housing, with a minimum density of 1.0 Floor Space Ratio (FSR) and a minimum number of units per building of 10, and the units must be rented to members of the general public;

"Revitalization Area" means the area within the bold outline on the drawing which is attached as Schedule 'A' to this bylaw;

"Schedule" means a schedule attached to this bylaw;

"Tax Exemption" means a revitalization tax exemption for which a Tax Exemption Certificate has been issued; and

"Tax Exemption Certificate" or "Certificate" means a revitalization tax exemption certificate issued by the City pursuant to this bylaw and pursuant to the provisions of Section 226 of the *Community Charter*, substantially in the form attached to, and forming part of, this Bylaw as Schedule 'C.'

- 2.0 There is hereby established a revitalization tax exemption program under Section 226 of the *Community Charter* for the granting of Tax Exemptions and the issuance of Tax Exemption Certificates for Parcels in accordance with the terms and conditions prescribed in this bylaw.
- 3.0 The terms and conditions upon which a Tax Exemption Certificate may be issued are prescribed in sections 6.0 and 7.0 of the Bylaw, and the specific terms and conditions applicable to a specific Parcel must be included in the Agreement and in the Tax Exemption Certificate for that Parcel.
- 4.0 The amount of the annual Tax Exemption over the period for which the Tax Exemption Certificate is issued shall be equal to the tax on the 100% of the assessed value of improvements on the Parcel.
- 5.0 The City of Langford is committed to delivering newer forms of housing and increasing the rental housing stock in the community. The goals of the revitalization tax exemption program established by this Bylaw are to:
- (a) Build inclusive neighbourhoods and encourage residential investment and increase density in the City;
 - (b) Provide affordable housing options that meet the needs of a diversity of income groups by supporting a mix of housing types and tenures; and
 - (c) Increase the rental housing stock and encourage the construction of new purpose-built rental housing in the City.

The tax revitalization tax exemption program established by this bylaw is intended to be an incentive to encourage the construction of higher density rental housing in the form of infill development in the City.

- 6.0 In order for a Project to be considered by Council for an Agreement the following terms and conditions must be met:
- (a) all conditions of a valid Development Permit and/or Building Permit for the Project must have been completed;
 - (b) the Project must be rental housing in the form of multi-family apartment, and the units must be rented to members of the general public for a period of not less than ten (10) years;
 - (c) the owner must enter into a Housing Agreement with the City requiring that the housing that the rental housing will be in the form of multi-family apartment housing, and the units will be rented to members of the general public for a period of not less than ten (10) years; and

- (d) the Project shall comply with all eligibility criteria specified within the Revitalization Tax Exemption Agreement Schedule 'B' attached to, and forming part of, this bylaw.
- 7.0 The maximum term of a Tax Exemption is dependent upon when the Tax Exemption Certificate for the Parcel is issued by the Director of Finance pursuant to the Bylaw and applicable Agreement according to the following requirements and, in any case must not exceed 10 years:
- (a) if the Certificate is issued by the City and entered on the assessment roll on or before October 31, 2016, then the Tax Exemption will be available for the 2017 calendar year and for the 4 subsequent calendar years; and
 - (b) if the Certificate is issued by the City and entered on the assessment roll on or before October 31, 2017, then the Tax Exemption will be available for the 2018 calendar year and for the 4 subsequent calendar years.
- 8.0 Application for a Tax Exemption and confirmation of Project completion must be submitted in a form acceptable to the Financial Officer no later than July 31 of the year indicated in Section 7.0 in order for the Certificate to be entered on the assessment roll for the period of time indicated in Section 7.0.
- 9.0 If an owner of a parcel wishes Council to consider entering into an Agreement with the owner, the owner must apply to the City in writing and must submit the following:
- (a) a completed application form as provided by the City and available at the Planning Department;
 - (b) a certificate that all taxes assessed and rates, charges and fees imposed on the parcel have been paid, and where taxes, rates or assessments are payable by instalments, that all instalments owing at the date of application have been paid; and
 - (c) a description of the Project and confirmation that all conditions of Development Permit and/or Building Permit have been completed.
- 10.0 If, pursuant to the terms and conditions specified in the Agreement or the Tax Exemption Certificate, the Certificate is cancelled, the owner of the property for which the Certificate was issued will remit to the City, no later than 30 days after the date of the cancellation of the Certificate, an amount equal to the amount of the Tax Exemption received after the date of the cancellation of the Certificate.
- 11.0 The Director of Finance for the City of Langford, or the Director's designate, is the designated municipal officer for the purpose of Section 226 of the *Community Charter*.
- 12.0 The Schedules to this bylaw form a part of, and are enforceable in the same manner as, this bylaw.

13.0 This Bylaw may be cited, for all purposes, as “City of Langford Revitalization Tax Exemption Bylaw No. 1595.”

READ A FIRST TIME this 6th day of September, 2016.

READ A SECOND TIME this 6th day of September, 2016.

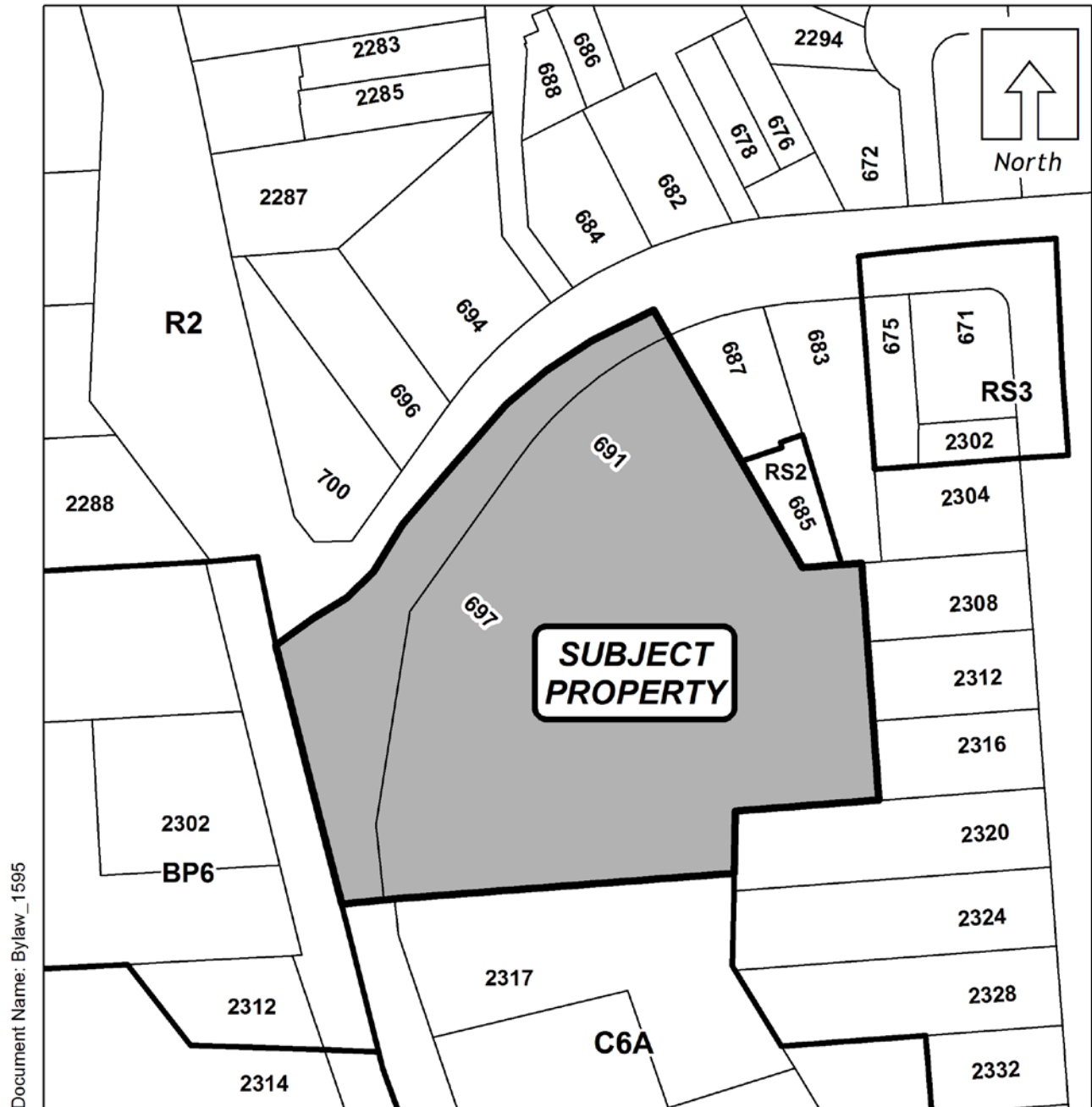
READ A THIRD TIME this 6th day of September, 2016.

ADOPTED this day of , 2016.

MAYOR

(Certified Correct)
CORPORATE OFFICER

Schedule "A"



I HEREBY CERTIFY THIS TO BE A TRUE COPY
OF PLAN No. 1 AS DESCRIBED
IN SECTION A1 OF BYLAW No.1595

MAYOR

ADOPTION: _____

CORPORATE OFFICER

Scale: N.T.S.

Last Revised: 8/29/2016

Schedule "B"

REVITALIZATION TAX EXEMPTION AGREEMENT

THIS REVITALIZATION TAX EXEMPTION AGREEMENT dated as of the ____ day of _____, 2016

BETWEEN:

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

(the "City")

AND:

[insert owner name and mailing address]

(the "Owner")

WHEREAS:

- A. The City has established, by "City of Langford Revitalization Tax Exemption Bylaw No. 1595" (the "Bylaw"), a revitalization tax exemption program pursuant to section 226 of the *Community Charter* to provide an incentive for the construction of higher density rental housing in the City;
- B. The Owner has constructed a multi-family development on the properties legally described as:

[insert PID and legal description of property]

(the "Project");
- C. The Owner has registered a housing agreement in the form of a section 219 covenant in favour of the City to designate the dwelling units in the Project for rental use only;
- D. The Owner has applied to the City to partake in the revitalization tax exemption program in respect of this Project and the City has agreed to accept the Project under the program;

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the premises and of the mutual covenants and agreements herein contained (the receipt and sufficiency of which are hereby acknowledged), the parties covenant and agree with each other as follows:

- 1. OWNER'S COVENANTS – The Owner will use its best efforts to ensure that:
 - (a) The Project will be in the form of multi-family apartment housing;
 - (b) The units contained within the Project will be rented to members of the general public for a period of not less than ten (10) years;

- (c) Throughout the term of the Tax Exemption, the Owner must operate, repair and maintain the Project and will keep the Project in a state of good repair as a prudent owner would do; and
 - (d) In the event that any unit within the Project ceases to be available for rent to members of the general public before the expiry of the ten (10) year period in 1(b), the exempted taxes for the current year will be payable by the Owner to the City.
- 2. REVITALIZATION TAX EXEMPTION –
 - (a) Subject to fulfillment of the conditions set out in this Agreement and in the Bylaw, the City will issue a revitalization tax exemption certificate (the “Certificate”) to the Owner entitling the Owner to a property tax exemption in respect of the Project (the “Tax Exemption”) in an amount and for the calendar years set out in this Agreement. The Certificate will be in the form attached as Schedule “C” to the Bylaw.
- 3. TERM OF REVITALIZATION TAX EXEMPTION – Subject early cancellation of the Certificate under section 6:
 - (a) if the Certificate is issued by the City and entered on the assessment roll on or before October 31, 2016, then the Tax Exemption will be available for the 2017 calendar year and for the 4 subsequent calendar years; and
 - (b) if the Certificate is issued by the City and entered on the assessment roll on or before October 31, 2017, then the Tax Exemption will be available for the 2018 calendar year and for the 4 subsequent calendar years.
- 4. COMPLIANCE WITH LAWS – The Owner will construct the Project and, at all times during the term of the Tax Exemption, use and occupy the Project in compliance with all statutes, laws, regulations and orders of any authority having jurisdiction and, without limiting the generality of the foregoing, all federal, provincial, or municipal laws or statutes or bylaws, including all the rules, regulations, policies, guidelines, criteria or the like made under or pursuant to any such laws.
- 5. EFFECT OF STRATIFICATION – If the Owner stratifies the Project under the *Strata Property Act* the Tax Exemption shall be prorated among the strata lots in accordance with the unit entitlement of each strata lot for:
 - (a) the current and each subsequent tax year during the currency of this Agreement if the strata plan is accepted for registration at the Land Title Office before May 1; or
 - (b) for the next calendar year and each subsequent tax year during the currency of this Agreement if the strata plan is accepted for registration at the Land Title Office after May 1.

6. CANCELLATION – The City may in its discretion cancel the Certificate at any time:
- (a) on the written request of the Owner; or
 - (b) effective immediately upon delivery of a notice of cancellation to the Owner if at any time any of the conditions in the Certificate or this Agreement are not met.
7. NO REFUND – For greater certainty, under no circumstances will the Owner be entitled under or pursuant to this Agreement or under or pursuant to the revitalization tax exemption program to any cash credit, any carry forward tax exemption credit or any refund for any property taxes paid.
8. NOTICES – Any notice or other writing required or permitted to be given hereunder or for the purposes hereof to any party shall be sufficiently given if delivered by hand or posted on the Project personally, or if sent by prepaid registered mail (Express Post) or prepaid courier or if transmitted by facsimile to such party:
- (a) in the case of a notice to the City, at:

CITY OF LANGFORD
877 Goldstream Avenue, 2nd floor
Victoria, BC V9B 2X8
Attention: Administrator
Facsimile: (250) 478-7864

- (b) in the case of a notice to the Owner, at:

Attention:
Facsimile:

or at such other address or addresses as the party to whom such notice or other writing is to be given shall have last notified the party giving the same in the manner provided in this section.

Any notice or other writing sent in compliance with this section shall be deemed to have been given and received on the day it is so delivered given unless that day is not a Business Day, in which case the notice shall be deemed to have been given and received on the next day that is a Business Day. In this section, "Business Day" means any day other than Saturday, Sunday, any statutory holiday in the Province of British Columbia or any day on which banks generally are not open for business in Vancouver, British Columbia.

9. NO ASSIGNMENT– The Owner may not assign its interest in this Agreement except to a subsequent owner in fee simple of the Project.
10. SEVERANCE- If any portion of this Agreement 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 validity of the remainder of this Agreement.

11. INTERPRETATION - Wherever the singular or masculine is used in this Agreement, the same shall be construed as meaning the plural, the feminine or body corporate where the context or the parties thereto so required.
12. FURTHER ASSURANCES - The parties hereto shall execute and do all such further deeds, acts, things and assurances that may be reasonably required to carry out the intent of this Agreement.
13. WAIVER - Waiver by the City of a default by the Owner shall be in writing and shall not be deemed to be a waiver of any subsequent or other default.
14. POWERS PRESERVED - This Agreement does not:
 - (a) affect or limit the discretion, rights or powers of the City under any enactment (as defined in the *Interpretation Act* (British Columbia) on the reference date of this Agreement) or at common law, including in relation to the use or subdivision of the Project;
 - (b) affect or limit any enactment relating to the use or subdivision of the Project, or
 - (c) relieve the Owner from complying with any enactment, including in relation to the use or subdivision of the Project, and without limitation shall not confer directly or indirectly any exemption or right of set-off from development cost charges, connection charges application fees, user fees or other rates, levies and charges payable under any bylaw of the City.
15. REFERENCES - Every reference to each party is deemed to include the heirs, executors, administrators, personal representatives, successors, assigns, servants, employees, agents, contractors, officers, licensees and invitees of such party, wherever the context so requires or allows.
16. ENUREMENT - This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

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

Signed, Sealed and Delivered by the CITY OF
LANGFORD by its authorized signatories:

Mayor:

Corporate Officer:

Signed, Sealed and Delivered by

by its authorized signatories:

Name:

Name:

Schedule "C"

REVITALIZATION TAX EXEMPTION CERTIFICATE

Section 226 of the *Community Charter*

In accordance with the City of Langford Revitalization Tax Exemption Bylaw No. 1595, 2016, and in accordance with a Revitalization Tax Exemption Agreement dated for reference the ____ day of ____, 20__ (the "Agreement") entered into between the City of Langford (the "City") and (the "Owner"), the registered owner(s) of the property described below, this certificate certifies that the Property (as defined below) is subject to a revitalization tax exemption in an amount equal to the tax or 100% of the assessed value of improvements on the Property.

The Property to which the Tax Exemption applies is in the City of Langford and is legally described as: PID _____, [insert legal description] (the "Property").

The Tax Exemption is for the 5 calendar years commencing with the year 2017 and ending with the year 2021.

The Tax Exemption is provided on the following conditions:

1. the Owner does not breach any covenant or condition in the Agreement and performs all obligations to be performed by the Owner set out in the Agreement;
2. the Owner has not sold all or any portion of his or her equitable or legal fee simple interest in the Property without the transferee taking an assignment of the Agreement, and agreeing to be bound by it;
3. the Owner, or a successor in title to the Owner, has not allowed the property taxes for the Property to go into arrears or to become delinquent;
4. the Owner, or a successor in title to the Owner, does not apply to amend the Zoning Bylaw No. 300 to rezone the Property from its C6A zoning to any other zone;
5. the Property is not put to any use that is not permitted in the C6A zone; or
6. the use of the Project for rental housing is not discontinued.

If any of these conditions are not met then the Council of the City may cancel this Revitalization Tax Exemption Certificate.



Staff Report to Council

Date: 19 September 2016
Department: Planning
Application No.: Z15-0028
Subject: Bylaw No. 1620 - Application to amend the maximum density permitted in Area 6 of the CD6 (Comprehensive Development 6 – Bear Mountain) Zone for 1431 Grand Forest CI

BACKGROUND

At their Regular Meeting of May 2nd, 2016, Council passed First Reading of Bylaw No. 1620 and supported the applicant's proposal to amend the open space requirement from approximately 55% of the original parcel to a minimum of 40% and to increase the maximum lot yield beyond 15 lots if an additional amenity contribution of \$7,500 per lot in excess of 15 is provided.

A Public Hearing with regards to this bylaw was held on July 18th, 2016.

COMMENTS

An amendment to the current open space requirement of ~55%, registered in a Section 219 Covenant on title, will occur as part of the Phase 2 Development Permit and Subdivision processes to reflect the actual open space percentage proposed and supported by the project biologist. Per Council's direction, the open space will not be less than 40% of the original parcel.

Bylaw No. 1620 secures the \$7,500 contribution for every lot created in excess of 15 lots.

As there are no conditions to fulfill prior to consideration of Bylaw Adoption, Council may wish to proceed with adoption of Bylaw No. 1620 at this time.

OPTIONS

That Council:

1. Adopt Bylaw No. 1620;
2. Take no action at this time with respect to Bylaw No. 1620;

Submitted by:	Leah Stohmann, MCIP RPP Deputy Director of Planning
Concurrence:	Matthew Baldwin, MCIP, RPP Director of Planning
Concurrence:	Michelle Mahovich, P.Eng, P.Geo, Director of Engineering
Concurrence:	Brent Molnar, Manager of Land Development
Concurrence:	Steve Ternent, Director of Finance
Concurrence:	Jim Bowden, Chief Administrative Officer

:ls

**CITY OF LANGFORD
BYLAW NO. 1620**

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

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

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

1. By adding the following as Section 6.95.04(3)(a): "Despite subsection 6.95.04(3), there may be more than 15 dwelling units with that portion of the lands identified as Area "6" on the CD6 Zone Map attached as Schedule "O" if the owner of the land proposed to be developed pays to the City \$7,500 per lot created in excess of 15 towards the General Amenity Reserve Fund for Taxation Stabilization"

B. This Bylaw may be cited for all purposes as "Langford Zoning Bylaw, Amendment No. 452, (1431 Grand Forest Cl), 2016".

READ A FIRST TIME this 2nd day of May, 2016.

PUBLIC HEARING held this 18th day of July, 2016.

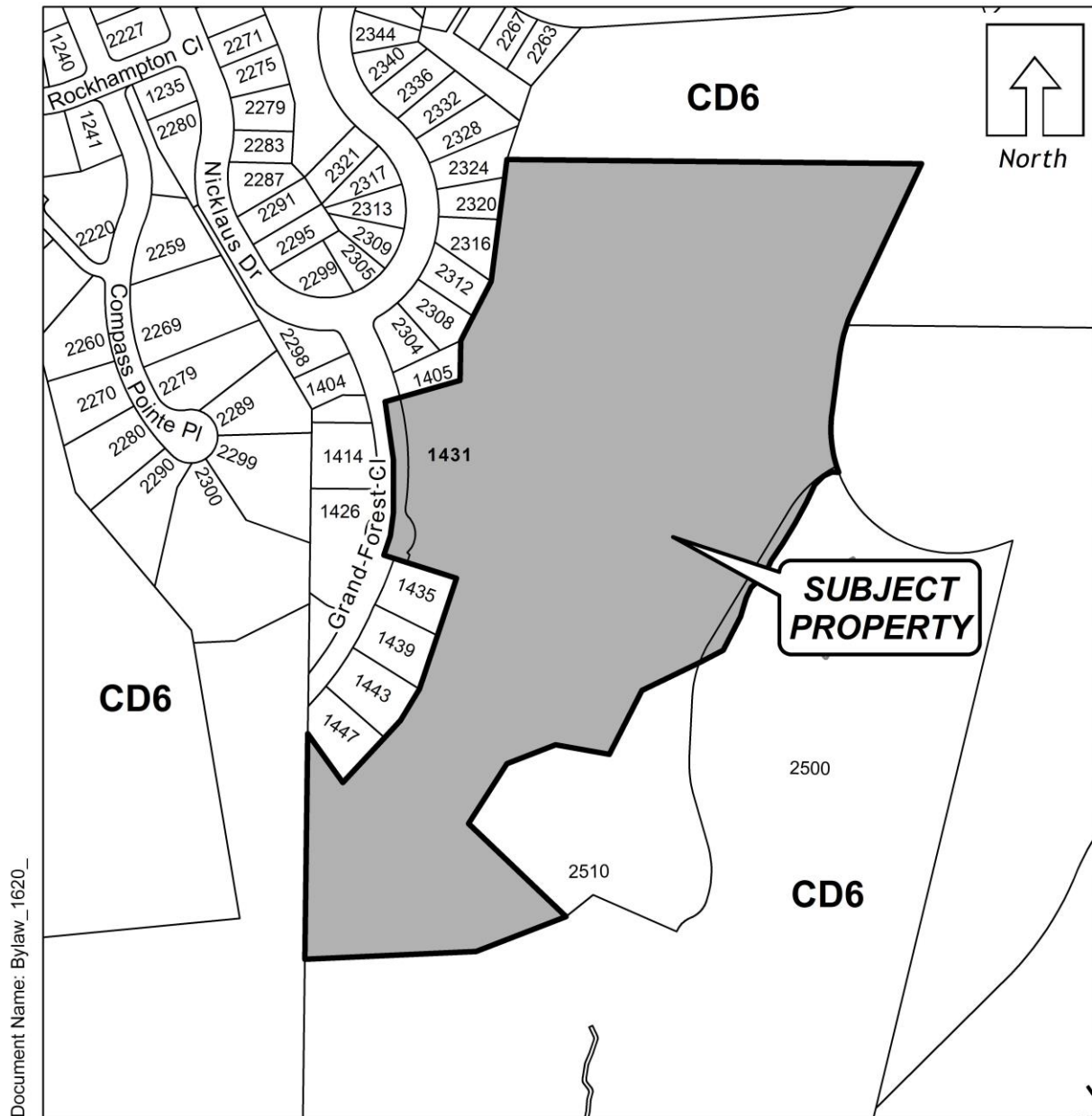
READ A SECOND TIME this 18th day of July, 2016.

READ A THIRD TIME this 18th day of July, 2016.

ADOPTED this day of , 2016.

MAYOR

(Certified Correct)
CORPORATE OFFICER



I HEREBY CERTIFY THIS TO BE A TRUE COPY
OF PLAN No. 1 AS DESCRIBED
IN SECTION A1 OF BYLAW No. 1620

MAYOR

ADOPTION: _____

CORPORATE OFFICER

Scale: N.T.S.

Last Revised: 2/11/2016



Staff Report to Council

Date: 19/09/2016
Department: Planning
Application No.: Z16--0016
Subject: Bylaw No. 1647 - Application to amend the "Hotel" definition

BACKGROUND

At their Regular Meeting of July 18, 2016, Council passed the following resolution with respect to this application:

That Council direct staff to prepare a bylaw to generally allow hotels with cooking facilities, and where cooking facilities are provided, on-site restaurants are optional.

CARRIED.

COMMENTS

As no conditions must be fulfilled prior to consideration of Bylaw Adoption, Council may wish to do so at this time.

OPTIONS

That Council:

1. Adopt Bylaw No. 1647;
2. Take no action at this time with respect to Bylaw No. 1647;

Submitted by:	Leah Stohmann, MCIP, RPP Deputy Director of Planning
Concurrence:	Matthew Baldwin, MCIP RPP Director of Planning
Concurrence:	Michelle Mahovlich, P.Eng, P.Geo, Director of Engineering
Concurrence:	Brent Molnar, Manager of Land Development
Concurrence:	Audrey Kryklywyj-Shortreid, Deputy Director of Finance
Concurrence:	Jim Bowden, Chief Administrative Officer

:ls

**CITY OF LANGFORD
BYLAW NO. 1647**

**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 replacing the definition of "**Hotel**" in Section 1.01.01 with the following:

"**Hotel**" means a building or buildings providing accommodation for the travelling public only, in units which may contain cooking facilities and must contain its own sanitary facilities including water closet and wash basin, in respect of which:

1. The stay is limited to two months;
2. A guest register is required to be kept pursuant to the *Hotel Guest Registration Act*; and
3. A public dining room or cafe is provided on the same lot unless cooking facilities are provided in each unit;"

B. This Bylaw may be cited for all purposes as "Langford Zoning Bylaw, Amendment No. 459, (Hotel Definition), 2016".

READ A FIRST TIME this 15th day of August, 2016.

PUBLIC HEARING held this 6th day of September, 2016.

READ A SECOND TIME this 6th day of September, 2016.

READ A THIRD TIME this 6th day of September, 2016.

ADOPTED this day of , 2016.

MAYOR

(Certified Correct)
CORPORATE OFFICER

CITY OF LANGFORD

BYLAW NO. 1656

A BYLAW TO EXEMPT NON-PROFIT AFFORDABLE HOUSING AT 550 GOLDSTREAM AVENUE FROM TAXATION FOR TEN YEARS

WHEREAS under the provisions of Section 224 of the *Community Charter*, the Municipal Council of the City of Langford may, by bylaw, exempt land and improvements from taxation;

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

1. The land and improvements particularly described as:
Roll No. 01-62-327-03584.006
Lot: A, Plan EPP28662, Section 1, Esquimalt District
PID: 029-895-715
M'Akola Housing Society
550 Goldstream Avenue
Shall subject to section 2, hereby be exempt from taxation for the ten years 2017 through 2026, inclusive.
2. The exemption from taxation is subject to the property being used exclusively for non-profit affordable housing, including uses ancillary to the delivery of affordable housing, during the ten year term of the exemption.
3. If during the term of the tax exemption the property ceases to be used for the purposes specified in section 2, this bylaw will cease to apply to the property and the property will be liable to taxation.
4. This Bylaw may be cited as the "Tax Exemption Non-Profit Affordable Housing Bylaw No. 1656, 2016"

READ A FIRST TIME this 6th day of September, 2016.

READ A SECOND TIME this 6th day of September, 2016.

READ A THIRD TIME this 6th day of September, 2016.

ADOPTED this day of , 2016.

MAYOR

(Certified Correct)
CORPORATE OFFICER

**CITY OF LANGFORD
BYLAW NO. 1657**

A BYLAW TO AUTHORIZE A HOUSING AGREEMENT

WHEREAS the City has entered into a housing agreement under s. 483 of the *Local Government Act* and registered against title as FB38003 pursuant to s. 219 of the *Land Title Act* to the property legally described as PID: 026-339-820, Lot 35 Section 2 Range 3 West Highland District Plan VIP79183 (the “Property”);

WHEREAS the City and the owner of the Property have agreed to replace the prior housing agreement with a new housing agreement; and

NOW THEREFORE the Council of the City of Langford, in open meeting assembled, enacts as a bylaw under s. 483 of the *Local Government Act* as follows:

1. Council hereby authorizes the City to discharge the housing agreement registered as FB38003 against the Lands.
2. Council hereby authorizes the City to enter into a new housing agreement, attached as Appendix “A”, with the owner of the Property to be registered as a covenant against the Property.
3. The Mayor and Corporate Officer of the City are authorized to execute the Form C - Release and Form C – Housing Agreement, and the Corporate Officer is authorized to sign and file in the Land Title Office a notice of the housing agreement, as required by the *Local Government Act*.
4. The appendix attached to this Bylaw is incorporated into and forms a part of this Bylaw.
5. This Bylaw may be cited as “City of Langford Housing Agreement (798 Harrier Way) Bylaw No. 1657, 2016”.

READ A FIRST TIME this 6th day of September, 2016.

READ A SECOND TIME this 6th day of September, 2016.

READ A THIRD TIME this 6th day of September, 2016.

ADOPTED this day of , 2016.

MAYOR

(CERTIFIED CORRECT)
CORPORATE OFFICER

Appendix "A" – Housing Agreement

TERMS OF INSTRUMENT – PART 2

SECTION 219 COVENANT AND HOUSING AGREEMENT

THIS COVENANT is dated for reference the day of , 2016.

WHEREAS:

- A. The Owner (hereinafter defined) is the registered owner of the Lands (hereinafter defined);
- B. The City of Langford (the "City") may, pursuant to section 483 of the *Local Government Act*, enter into an agreement with an owner of land that includes terms and conditions regarding the occupancy, tenure and availability of dwelling units located on the lands of the owner;
- C. Section 219 of the *Land Title Act* permits the registration of a covenant of a negative or positive nature in favour of the City in respect of the use of land or construction on land;
- D. The Owner and the City wish to enter into this Agreement to provide for the construction and occupation of Affordable Housing Units for low-income families, and agree that this Agreement is both a section 219 covenant under the *Land Title Act* and a housing agreement under Section 483 of the *Local Government Act*; and
- E. The City has, by bylaw, authorized the execution of this Agreement and the Owner has duly authorized the execution of this Agreement.

THIS AGREEMENT is evidence that in consideration of \$2.00 paid by the City to the Owner (the receipt of which is acknowledged by the Owner), and in consideration of the promises exchanged below, the City and the Owner agree, as covenants granted by the Owner to the City under s. 219 of the *Land Title Act*, and as a housing agreement between the Owner and the City under s. 483 of the *Local Government Act*, as follows:

1. **Definitions** – In this Agreement:

"Affordable Housing Committee" means the City of Langford's Affordable Housing Committee, which will oversee the purchase and sale of all Affordable Housing Units on behalf of the City, without expectation of any fee or charge;

"Affordable Housing Unit" means several rooms in a building that are used, or constructed so as to be capable of being used, for the residential use of a single household by a Qualified Purchaser and that person's immediate family, and containing a common access, one kitchen, and eating, sleeping and living areas, with a gross floor area between

83 square metres and 91 square metres exclusive of garages, carports and decks, on a lot not larger than 300 square metres;

“Lands” means the lands in the City of Langford legally described in Item 2 of Part 1 of the *Land Title Act* Form C to which this Agreement is attached and which forms part of this Agreement;

“Lender” means a mortgagee or holder of a financial charge that is registered against the title to the Affordable Housing Unit;

“Mortgage Co-signer” means a person who signs a mortgage for the purpose of facilitating a Qualified Purchaser to obtain financing from a Lender sufficient to purchase an Affordable Housing Unit;

“Owner” means the Transferor described in the Form C to which this Agreement is attached, and any subsequent owner of the Lands; and

“Qualified Purchaser” means a low-income individual or family, as determined by the criteria of the Affordable Housing Committee, who wishes to purchase an Affordable Housing Unit, and has been approved by the Affordable Housing Committee,

2. **Construction** – The Owner covenants and agrees:

- (a) that the Lands must be used only in accordance with this Agreement;
- (b) that the Lands must be used only for the construction, use and occupation of Affordable Housing Units; and
- (c) that each Affordable Housing Unit on the Lands must meet the following accessibility standards on the ground floor level:
 - (i) At least one zero-step entrance at the front, back or side entrance of the Affordable Housing Unit (located on an accessible route from an adjoining street);
 - (ii) Wide doorways on all main floor doors, being at least 813 mm (32 inch) clear doorway opening; and
 - (iii) One half-bathroom on the main floor, being at least one sink, one toilet and a wide doorway as described in clause (ii) above.

3. **Occupation** – Each Affordable Housing Unit:

- (a) may only be used as a permanent residence;

- (b) must be occupied as a permanent residence by at least one Qualified Purchaser; and
 - (c) may only be occupied by a Qualified Purchaser, except that the immediate family, which includes a spouse, children, grandparents, and siblings, of the Qualified Purchaser who occupies the Affordable Housing Unit as a permanent residence may also occupy the Affordable Housing Unit.
- 4. **Mortgage Co-signers** – Co-signers are permitted provided that the Mortgage Co-signer signs a Statutory Declaration, in the form attached as Schedule “B” whereby the Mortgage Co-signer declares that the Mortgage Co-signer:
 - (a) has a maximum 1% undivided interest in the Affordable Housing Unit and Lands,
 - (b) will not reside in the Affordable Housing Unit, and
 - (c) waives any future claim and equity to the Affordable Housing Unit and Lands.
- 5. **Subagreements** – The Owner shall not rent or lease the Lands or any Affordable Housing Unit on the Lands.
- 6. **Maximum Sale Price** –
 - (1) The Owner covenants and agrees that the Owner may only sell an Affordable Housing Unit and the land upon which it is located to a Qualified Purchaser for up to the greater of \$168,000, plus GST if applicable, or the purchase price the Owner paid for the Affordable Housing Unit, excluding GST if applicable (the “Maximum Sale Price”). Any resale of an Affordable Housing Unit must be to a Qualified Purchaser, as approved by the Affordable Housing Committee.
 - (2) Despite subsection 6(1) above, if the Owner of an Affordable Housing Unit bought the Affordable Housing Unit as a Qualified Purchaser, the Owner may sell the Affordable Housing Unit and the land upon which it is located to another Qualified Purchaser for:
 - (a) The Maximum Sale Price if the Owner has owned the Affordable Housing Unit for less than five years; or
 - (b) The Maximum Sale Price plus \$2,000.00 for every full year of the Owner's ownership of the Affordable Housing Unit after the first five years of ownership.
 - (3) The Owner must disclose in every purchase and sale agreement for the Affordable Housing Unit the existence of this Agreement and the occupancy and resale price restrictions applicable to the Affordable Housing Unit, and provide each Qualified Purchaser with a copy of this Agreement.

7. **Order to Comply** – If the Owner is in default of the performance or observance of this Agreement, the City may give the Owner a notice of default requiring the Owner to comply with this Agreement within the time stated in the notice.
8. **Specific Performance of Agreement** – The Owner agrees that the City is entitled to obtain an order for specific performance of this Agreement and a prohibitory or mandatory injunction in respect of any breach by the Owner of this Agreement. Further, the Owner agrees that the foregoing provision is reasonable given the public interest in restricting the occupancy and disposition of each Affordable Housing Unit on the Lands in accordance with this Agreement.
9. **Mortgages and Mortgage Insurers** – If required by the Qualified Purchaser and his/her mortgagee and mortgage insurer (if any), the City will enter into an agreement regarding a mortgage of the Affordable Housing Unit on the terms set out in Schedule “A”, including that if for whatever reason, an Affordable Housing Unit is sold for fair market value, the Owner agrees to assign the excess revenue from the sale, being the fair market price less the maximum sale price in this Agreement, to the City for its affordable housing fund.
10. **Bylaw Infraction** – The Owner acknowledges that a breach of the occupancy restriction in paragraph 3 of this Agreement may be a breach of the City’s Zoning Bylaw which is punishable by fine and imprisonment under the *Offence Act*.
11. **No Public Law Duty** – Wherever in this Agreement an act, determination, consent, approval or agreement of the City is provided for, such act, determination, consent, approval or agreement may be done or made in accordance with the terms of this Agreement and no public law duty, whether arising from the principles of procedural fairness or the rules of natural justice, shall have any application.
12. **No Waiver** – No condoning, excusing or overlooking by the City of any default under this Agreement, nor any consent, approval, or agreement whether written or otherwise shall be taken to operate as a waiver by the City of any subsequent default or of the necessity for further consent, approval or agreement in respect of a subsequent matter requiring it under this Agreement, or in any way to defeat or affect the rights or remedies of the City.
13. **Arbitration** – Any matter in dispute between the parties under this Agreement must be referred to a single arbitrator if the parties can agree on one, and otherwise to three arbitrators, one to be appointed by each of the parties and the third by those two so appointed, and the matter must be resolved in accordance with the provisions of the *Commercial Arbitration Act* of British Columbia.
14. **Notice on Title** – The Owner acknowledges and agrees that this Agreement constitutes both a covenant under section 219 of the *Local Government Act* and a housing agreement under Section 483 of the *Local Government Act*, and agrees that the City must file in the Land Title Office a notice that the Lands are subject to this Agreement, and that, once the

notice is filed, this Agreement is binding on all persons who acquire an interest in the Lands.

15. **Covenant Runs with the Land** – Every obligation and covenant of the Owner in this Agreement constitutes both a contractual obligation and a covenant granted by the Owner to the City in accordance with section 219 of the *Land Title Act* in respect of the Lands and this Agreement burdens the Lands and runs with it and binds the Owner's successors in title and binds every parcel into which it is consolidated or subdivided by any means, including, by subdivision or by strata plan.
16. **Limitation on Owner's Obligations** – The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Lands.
17. **Amendment and Termination** – This Agreement may not be modified or amended except by bylaw of the City, upon an agreement in writing between City and the Owner. This Agreement may be terminated or discharged by the City without the consent or agreement of the Owner.
18. **Notices** – Any notice required to be given pursuant to this Agreement shall be in writing and shall be given to the Owner or the City, as the case may be, at the address first above written, or to any other address of which either the Owner or the City may advise the others in writing in accordance with this paragraph. Notice to the City must be addressed to the Affordable Housing Committee. If given in person or by facsimile transmission, such notice will be deemed to be received when delivered and, if mailed, such notice will be deemed to have been received on the tenth business day after the date of mailing except in the event of an interruption in mail service, when such notice will be deemed to be received only when actually received by the party to whom it is addressed.
19. **Enurement** - This Agreement shall enure to the benefit of and be binding on the City and its successors and on the Owner and its heirs, successors, personal representatives, administrators, assignees, and successors in title.
20. **Remedies Cumulative** – The remedies of the City specified in this Agreement are cumulative and are in addition to any remedies of the City at law or in equity. No remedy shall be deemed to be exclusive, and the City may from time to time have recourse to one or more or all of the available remedies specified herein or at law or in equity.
21. **Severability** – Each covenant and agreement contained in this Agreement is, and shall be construed to be, a separate and independent covenant or agreement and the breach of any such covenant or agreement by the Owner shall not discharge or relieve the Owner from its obligations to perform. If any term or provision of this Agreement, or its application to any person or circumstance shall to any extent be invalid and unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or

unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

22. **Joint and Several** – In the case of more than one Owner, the grants, covenants, conditions, provisions, agreements, rights, powers, privileges and liabilities of the Owner shall be construed and held to be several as well as joint.
23. **Included Words** – Wherever the singular or the masculine is used in this Agreement, it shall be deemed to include the plural or the feminine, or the body politic or corporate, where the context or the parties so require.
24. **Governing Law** – This Agreement shall be governed by and construed in accordance with the laws of the province of British Columbia.
25. **Joint Venture** – Nothing in this Agreement shall constitute the Owner as an agent, joint venturer or partner of the City or give the Owner any authority or power to bind the City in any way.
26. **Time of Essence** – Time is of the essence in this Agreement.
27. **Further Assurances** – The parties shall execute and do all such further deeds, acts, things and assurances as they reasonably require to carry out the intent of this Agreement.
28. **No Fettering of Statutory Discretion** – No consent or approval given by the City under this Agreement shall derogate from or bind the City in the exercise of any statutory duty, power or discretion.
29. **Priority** – The Owner agrees to do everything necessary at the Owner's expense to ensure that this Agreement is registered against title to the Lands with priority over all financial charges, liens and encumbrances registered or pending at the time of application for registration of this Agreement, except those specifically approved in writing by the City or in favour of the City.
30. **Deed and Contract** – By executing and delivering this Agreement each of the parties intends to create both a contract and a deed executed and delivered under seal.
31. **Expiration** - This Agreement expires and is of no future force and effect on or after June 19, 2032.

As evidence of their agreement to be bound by the terms of this instrument, the parties hereto have executed the Land Title Office Form C, which is attached hereto and forms part of this Agreement.

CONSENT AND PRIORITY AGREEMENT

WHEREAS **Scotia Mortgage Corporation** (the "Chargeholder") is the holder of a Mortgage (the "Charge") encumbering the lands (the "Lands") described in item 2 of the *Land Title Act* Form C attached hereto, which was registered in the Victoria Land Title Office under number **FB55415**.

THEREFORE THIS CONSENT AND PRIORITY AGREEMENT IS EVIDENCE THAT IN CONSIDERATION OF \$1.00 AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY THE TRANSFEREE TO THE CHARGEHOLDER:

1. The Chargeholder hereby consents to the granting and registration of the Section 219 Agreement attached hereto (the "Agreement") and the Chargeholder hereby agrees that the Agreement shall be binding upon its interest in and to the Lands.
2. The Chargeholder hereby grants to the transferee described in item 6 of the *Land Title Act* Form C attached hereto priority for the Agreement over the Chargeholder's right, title and interest in and to the Lands, and the Chargeholder does hereby postpone the Charge and all of its right, title and interest thereunder to the Agreement as if the Agreement had been executed, delivered and registered prior to the execution, delivery and registration of the Charge.

IN WITNESS WHEREOF, the Chargeholder has executed and delivered this Consent and Priority Agreement by executing the *Land Title Act* Form D above which is attached hereto and forms part of this Agreement.

SCHEDULE A –

MORTGAGE and MORTGAGE INSURER AGREEMENT TERMS

In the event that an Owner, who is a Qualified Purchaser, enters into a mortgage in respect of an Affordable Housing Unit, the Owner, the Lender, the Insurer, and the City agree to the following terms:

1. In this agreement:
 - (a) “Lender” means a mortgagee or holder of a financial charge that is registered against the title to the Affordable Housing Unit;
 - (b) “Insurer” means a company or organization that has entered into a mortgage default insurance agreement or mortgage loan insurance arrangement with a Lender and an Owner; and
 - (c) “Owner” means the current Qualified Purchaser in possession of the Affordable Housing Unit;
 - (d) “Property” means the Affordable Housing Unit and real property upon which it is located.
2. In the event of default by the Owner under the mortgage:
 - (a) the Lender must advise the Insurer and the City that an event of default has occurred no later than 90 days after the default; failure to deliver the notice within this period postpones the Lender’s ability to enforce its rights under the mortgage until such notice has been delivered;
 - (b) following the notice of mortgage default, the City will have an exclusive right, until that day that is sixty days after the Lender delivers notice as set out in section 2(a) to the City to locate a new Qualified Purchaser who will buy the Property from the Owner. If the City is able to find a new Qualified Purchaser in this time period, the City will make arrangements between the Owner and the new Qualified Purchaser to purchase the Property for the maximum sale price in the Housing Agreement, close the transaction within a reasonable time (not more than two months), and pay the Lender the outstanding mortgage amount, and upon receipt of such funds the Lender will agree to discharge the mortgage so that the sale can take place;
 - (c) if the City is not able to arrange a sale under (b) above, the Lender and/or Insurer may take the usual steps to enforce the rights under the mortgage and sell the property for fair market value for the Property. During this time, the City may bring forward to the Lender and/or the Insurer a purchaser who does not meet all the Affordable Housing Committee guidelines to purchase the Property for the maximum sale price in the Housing Agreement. The Lender and/or Insurer will

agree to sell the Property to this purchaser after the order absolute, and if this purchaser purchases the Property, the Housing Agreement will continue to be a charge against title to the Property;

- (d) if the City is unable to bring to the Lender and/or the Insurer a purchaser for the Property under (c) above by the time the Lender and/or the Insurer has signed a sale agreement with an arm's length purchaser for fair market value for the Property, then the Lender and/or the Insurer will sell the Property at fair market value and the City will discharge the Housing Agreement and Section 219 Covenant from title to the Property; and
- (e) if the Property is sold for fair market value under paragraph (d) of the Schedule A, the Owner will agree to assign the excess amount from the fair market value sale, being the fair market price less the maximum sale price in the Housing Agreement, to the City for its affordable housing fund. Upon receipt of the appropriate documents of assignment from the Owner, the Lender agrees to pay that excess amount to the City. The parties agree that this provision is fair having regard to the City discharging the Housing Agreement from title to the Property and having foregone the community benefit of making the Property available as part of the affordable housing program.

SCHEDULE B –

STATUTORY DECLARATION

WHEREAS _____ (the “Mortgagor”) has applied to _____ (the “Lender”) for mortgage financing to complete the purchase of 798 Harrier Way Langford, BC (the “Property”) and the Lender has agreed to provide such financing on the terms and conditions contained in the mortgage instructions dated [INSERT DATE HERE] and the City of Langford (the “City”), through the City’s Affordable Housing Program has agreed to allow [INSERT NAME OF CO-SIGNER HERE] to be added to the title of the Property on the condition that [NAME OF CO-SIGNOR] provide this Statutory Declaration:

AND WHEREAS it is a condition precedent to the financing and the purchase of the Property that the undersigned give this Statutory Declaration:

I. [INSERT NAME OF CO-SIGNER HERE] of Victoria, BC, DO SOLEMNLY DECLARE that:

1. I am [INSERT STATE THE RELATIONSHIP (e.g. friend, father, mother, etc.) HERE] of the Mortgagor and I will be registered on title to the Property as owner in fee simple of a 1% undivided interest to the Property only for the purpose of assisting the Mortgagor to obtain financing from the Lender in order to purchase the Property.
2. I will not live, either part time or full time at the Property
3. I waive any future claim to the Property and any future claim on the equity in the Property.

DECLARED before me at _____, Province)

of British Columbia, this ___ day of)

_____, 20__)

)

)

PRINT NAME OF CO-SIGNER

)

A Commissioner for Taking Affidavits)

within British Columbia

)

SIGNATURE

END OF DOCUMENT

**CITY OF LANGFORD
BYLAW NO. 1658**

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

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

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

1. By adding the text attached in Schedule A as Section 6.18;
2. By deleting the from the **RR4 (Rural Residential 4)** Zone and adding to a new **RAE1 (Rural Agriculture and Eco-Tourism) Zone** the property legally described as LOT A, SECTION 41, HIGHLAND DISTRICT, PLAN 3622, EXCEPT PARTS IN PLANS 25640 AND 30287 PID No.: 006-187-773 (1128 Finlayson Arm Rd) in the portions as shown shaded on Plan No. 1 attached to and forming part of this Bylaw.

B. This Bylaw may be cited for all purposes as "Langford Zoning Bylaw, Amendment No. 463, (1128 Finlayson Arm Rd), 2016".

READ A FIRST TIME this day of, 2016.

PUBLIC HEARING held this day of, 2016.

READ A SECOND TIME this day of, 2016.

READ A THIRD TIME this day of, 2016.

ADOPTED this day of , 2016.

MAYOR

(Certified Correct)
CORPORATE OFFICER

Schedule A

Section 6.18 – Rural Agriculture and Eco-Tourism (RAE1) Zone

The intent of the Rural Agriculture and Eco-Tourism zone is to provide for opportunities for a mix of residential, agricultural/agri-tourism, eco-tourism and educational uses.

6.18.01 Permitted Uses

The following uses and no others are permitted in the Rural Agriculture and Eco-Tourism (RAE1) Zone:

General Uses:

- (1) accessory buildings and uses;
- (2) temporary construction and real estate marketing offices;
- (3) uses permitted by Section 3.01 of this Bylaw;

Agricultural Uses:

- (4) agriculture;
- (5) intensive agriculture on lots of 4 ha (10 acres) or more in area;
- (6) nursery;
- (7) riding stables;

Educational Uses:

- (8) riding academies including riding rings;
- (9) schools and preschools;

Agri-Tourism and Eco-Tourism Uses:

The following uses are permitted as accessory uses to any agricultural or educational use:

- (10) single unit (cabin) or multi-unit (bunkhouse) dormitory;
- (11) campsite;
- (12) rental of recreational equipment including, but without limited the generality of the foregoing: bicycles, kayaks and canoes, horses, clothing and outdoor gear;
- (13) health centres;
- (14) assembly use;

Residential Uses:

- (15) home occupation in accordance with Section 3.09;
- (16) one-family dwelling; and
- (17) secondary suite in a one-family dwelling in accordance with Section 3.08.

6.18.02 Subdivision Lot Requirements

- (1) No lot having an area less than 0.4 ha (1 acre) may be created by subdivision in the Rural Agriculture and Eco-Tourism (RAE1) zone; and
- (2) Notwithstanding Subsection 6.04.02(1), no lot having an area less than 40 ha (100 acres) may be created by subdivision in the Rural Agriculture and Eco-Tourism (RAE1) Zone unless that lot is serviced by the municipal sanitary sewer system.

6.18.03 Density of Development and Lot Coverage

- (1) There may not be more than one one-family residential dwelling per lot; and
- (2) Lot coverage of all buildings and structures may not exceed 20% or 1000 m².

6.18.04 Height and Size of Principal Use Buildings

- (1) No building or structure may exceed a height of 10.5 m (34 ft); and
- (2) Despite article (1), the height of a building for agriculture or intensive agriculture use may not exceed 12 m (39 ft).

6.18.05 Setbacks

- (1) No building or structure may be located:
 - (a) within 10 m (33 ft) of any rear lot line;
 - (a) within 7.5 m (25 ft) of any other lot line; and
- (2) Despite article (1), the siting of any building or structure used for agriculture or intensive agriculture must comply with Section 3.05 of this Bylaw.

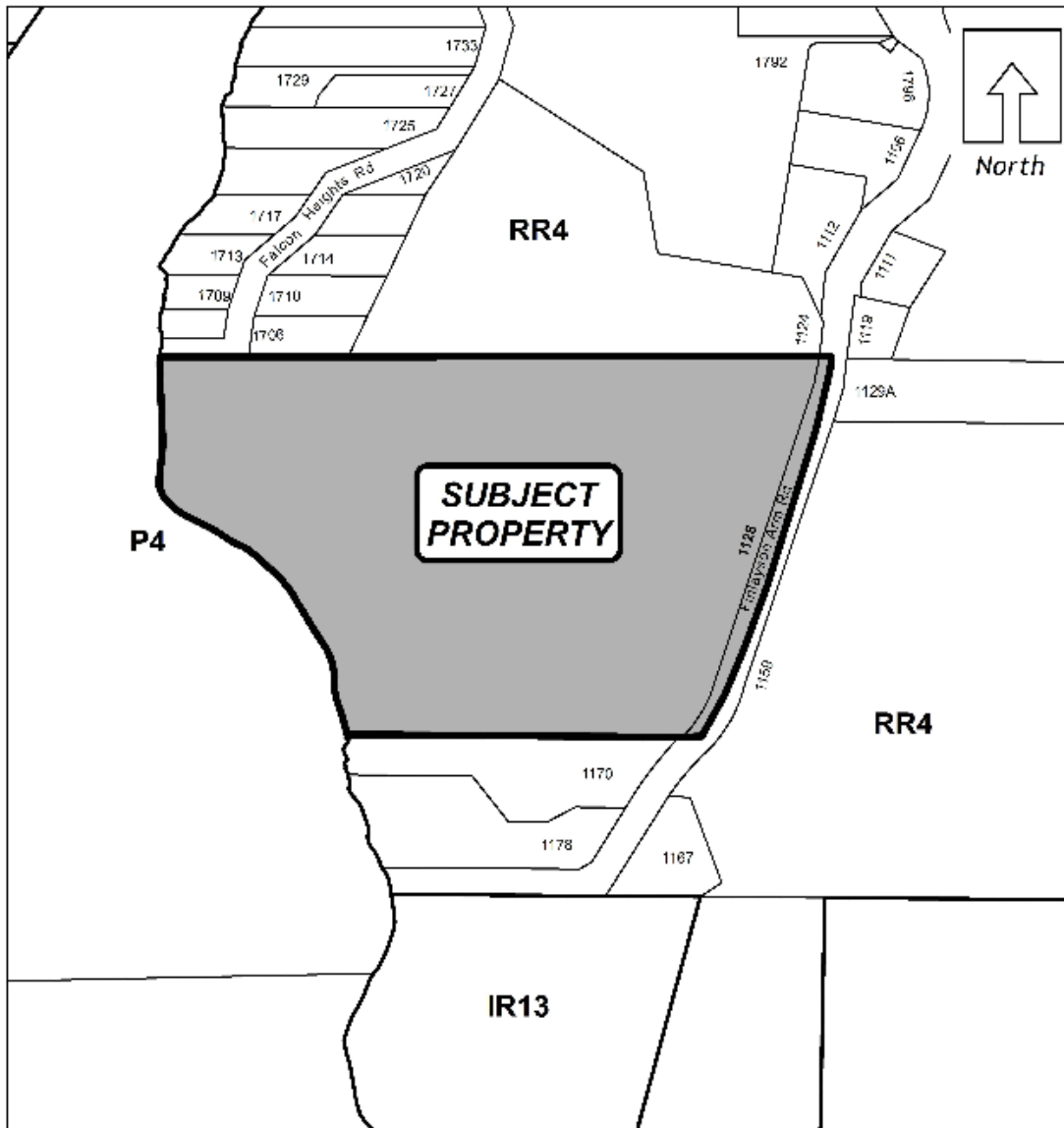
6.18.06 Landscape Screening

The relevant regulations of Section 3.21 of this Bylaw must apply.

6.18.07 General

The relevant regulations of Part 3 of this Bylaw must apply

Document Name: Bylaw_1658



I HEREBY CERTIFY THIS TO BE A TRUE COPY
OF PLAN No. 1 AS DESCRIBED
IN SECTION A1 OF BYLAW No. 1658

ADOPTION: _____

Scale: N.T.S.

MAYOR

CORPORATE OFFICER

Last Revised: 8/26/2016