

**CITY OF LANGFORD**  
**REGULAR MEETING OF COUNCIL**  
**Monday, February 19<sup>th</sup>, 2018 @ 5:30 p.m.**  
**Council Chambers, 3<sup>rd</sup> Floor, 877 Goldstream Avenue**

---

**AGENDA**

|                                                                                                                                                                                                                                      | <b>Page</b> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| <b>1.     <u>CALL TO ORDER</u></b>                                                                                                                                                                                                   |             |
| <b>2.     <u>APPROVAL OF THE AGENDA</u></b>                                                                                                                                                                                          |             |
| <b>3.     <u>PRESENTATION</u></b>                                                                                                                                                                                                    |             |
| a) <b>Laura Davis</b><br><b><u>Re: Westshore Arts Council</u></b>                                                                                                                                                                    | <b>3</b>    |
| <b>4.     <u>ADOPTION OF MINUTES</u></b>                                                                                                                                                                                             |             |
| a) <b>Minutes of the Meeting of Council – February 5<sup>th</sup>, 2018</b>                                                                                                                                                          | <b>10</b>   |
| <b>5.     <u>OTHER BOARD AND COMMISSION MINUTES</u></b>                                                                                                                                                                              |             |
| a) <b>West Shore Parks and Recreation – January 18<sup>th</sup>, 2018</b>                                                                                                                                                            | <b>20</b>   |
| <b>6.     <u>PUBLIC PARTICIPATION</u></b>                                                                                                                                                                                            |             |
| <b>7.     <u>COMMITTEE RESOLUTIONS</u></b>                                                                                                                                                                                           |             |
| a) <b>Administration and Finance Committee – February 13<sup>th</sup>, 2018</b>                                                                                                                                                      | <b>28</b>   |
| 1. <b>Monthly Approval of Accounts Payable – September 2017 to January 2018</b>                                                                                                                                                      |             |
| 2. <b>2018-2022 General Government Five-Year Financial Plan</b>                                                                                                                                                                      |             |
| <b>8.     <u>REPORTS</u></b>                                                                                                                                                                                                         |             |
| a) <b>Rugby Canada Agreements</b><br>- <b>Staff Report (Administration/Parks)</b>                                                                                                                                                    | <b>29</b>   |
| b) <b>Application for Development Variance Permit to allow a road to be constructed further than 305m from a highway that has two routes available to emergency vehicles at 2342 Lairds Gate</b><br>- <b>Staff Report (Planning)</b> | <b>110</b>  |
| c) <b>Closure and Disposition of Goldstream Avenue – Bylaw No. 1754</b><br>- <b>Staff Report (Land Development)</b>                                                                                                                  | <b>117</b>  |

|     |                                                                                        |     |
|-----|----------------------------------------------------------------------------------------|-----|
| d)  | Telus Walk to Cure Diabetes 3 Year Partnership                                         |     |
| -   | Staff Report (Engineering)                                                             | 124 |
| e)  | Award of West Shore Parkway Sewer Lift Station Design                                  |     |
| -   | Staff report (Engineering)                                                             | 129 |
| 9.  | <b><u>BYLAWS</u></b>                                                                   |     |
| a)  | BYLAW NO's 1461 and 1749                                                               | 131 |
|     | "Langford Official Community Plan Bylaw, Amendment No. 14, (790 McCallum Road), 2018". |     |
|     | "Langford Zoning Bylaw, Amendment No. 515, (790 McCallum Road), 2018".                 |     |
|     | (ADOPTION)                                                                             |     |
| b)  | BYLAW NO. 1717                                                                         | 143 |
|     | "Langford Zoning Bylaw, Amendment No. 507, (2500 Echo Valley Dr), 2017".               |     |
|     | (RESCIND FIRST READING)                                                                |     |
|     | (GIVE FIRST READING)                                                                   |     |
| c)  | BYLAW NO. 1748                                                                         | 150 |
|     | "Langford Zoning Bylaw, Amendment No. 514, (2844 Millstream Rd), 2017".                |     |
|     | (ADOPTION)                                                                             |     |
| 10. | <b><u>IN CAMERA RESOLUTION</u></b>                                                     | 156 |
| 11. | <b><u>ADJOURNMENT</u></b>                                                              |     |

*Our Vision – Connecting the Westshore Community to the diversity of the arts, culture and heritage for all ages and abilities.*

*Our Mission - to foster creativity, innovation, collaboration, and diversity of thought through actively engaging Westshore communities in the sharing of their art, culture and heritage in ways that are meaningful to them.*

## STATEMENT OF ANNUAL PERFORMANCE

### ARTISTIC ACHIEVEMENT

Each year our organization seeks to continue programming from the previous year and endeavors to increase the number of events and interactions within the community. The following list illustrates our activities for the most recent year:

- Emily Carr on the West Shore Map (distribution and printing) (ongoing)
- West Shore Arts Task Force (discussions with respect to a Community Arts Infrastructure) (ongoing)
- Concert Series – Concerts are sponsored and completely organized by the Arts Council each spring and fall. In the previous year we have held three (3) concerts for West Shore Community Concert Band Canada 150 concerts, Karel Roessingh concert in Highlands, Ken Lavigne in Concert (Colwood) and Chris Millington & band performing at a Westshore Chamber of Commerce event. (ongoing)
- Special Events
  - Celebration of James Dunsmuir – July 8<sup>th</sup>, “Whatever the Cost: Hatley Park and the Dunsmuir” – Featuring a film release and Music by Elizabeth Gerow, Jannie Burdett (new achievement)
- Festivals/Fairs
  - Mothers’ Day Paint In at Royal Roads University, selection and sponsorship of theatre and musical performances (second year)
  - Canada Day Celebrations in collaboration with City of Langford at Centennial Park, providing art participation projects for children and youth who attended. (ongoing)
  - Eats & Beats Festival – Colwood – providing an art project for children and youth (new achievement)
  - Lantern Festival – “Light up the Hills”, Lead partner in coordination of this event on the Westshore in the community of Westhills (Langford). (second year)
- Art Shows
  - Youth Art Show – providing funding, marketing, volunteer time for a program for children delivered by the Coast Collective Art Gallery / Colwood. (ongoing)

Mailing Address: P.O. Box 28090 RPO Canwest, Victoria, B.C. V9B 6K8  
www.westshorearts.org | Telephone: 250-478-2286

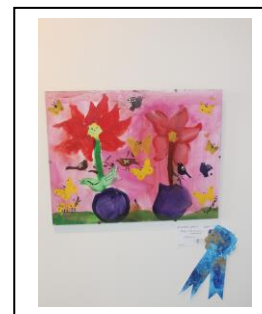
The West Shore Arts Council (WSAC) gratefully acknowledges the financial assistance of the Province of British Columbia through the British Columbia Arts Council, the Cities of Colwood and Langford, the Districts of Metchocin and Highlands, the Town of View Royal, and all its members, volunteers and sponsors. The WSAC is a non-profit B.C. society, #523239 (1988), supporting the arts, culture and heritage in the five municipalities named above.



- Art Tree Project – provided funding for Artists who are connected with over 7 schools in Colwood to create a banner for Canada 150. [\(new one time achievement\)](#)
- Student Art Show – providing funding, marketing, volunteer time for a program for students delivered by the Coast Collective Art Gallery / Colwood. [\(ongoing\)](#)
- Art at the Pub & Art at the Spot – we hosted three very successful art sessions engaging community members who might not normally try to paint a picture. This occurred in the evenings in a pub (View Royal) and the White Spot (Langford), where participants were given a discounted dinner meal price along with the art session. [\(second year\)](#)
- Recycle Art Show – Westshore Mall in response to a call to artists we were able to feature four artists. Art Installations were created with recycled materials with competition by private ballot. The winner received a \$1,000 gift certificate sponsored by the WestShore Mall (Langford). [\(new achievement\)](#)
- West Shore Studio Tour – as a major sponsor there were 13 art studio's featured for the Westshore public to visit over Mother's Day Weekend. This was organized by the Coast Collective Art Centre. [\(new achievement\)](#)
- Speaker Series
  - Two speaker presentations in the Metchosin community house, featuring Gavin Bryars, international composer, Anna Tchernakova, Filmmaker. Anna Tchernakova engaged the audience in the most recent presentation and received feedback to improve her subtitles in her film. [\(ongoing\)](#)
  - A speaker presentation at the new Victoria Conservatory of Music space in Langford, featuring the Victoria Storytellers and enhanced by selections of music featuring pianist Lara Oberg. [\(new achievement\)](#)
- M'akola Housing Society partnership
  - Family Art Studio Workshops, featuring a local artist who brings families together for a creative and collaborative art-making project – August 2017. The first registration yielded 10 enthusiastic participants from the neighborhood and the second brought more of the neighborhood out to make art with us. This is a new partnership with the M'akola Group that we now know will continue to grow for future years. [\(second year\)](#)
- Support to Youth
  - Bursaries for high school graduates – Given to Belmont High School and Royal Bay High School to encourage youth in pursuing their talent. [\(ongoing\)](#)
  - Youth engagement – this program is currently sponsoring five youth at risk. One youth band has been formed and has performed at several well attended recitals.
- Outreach, Communications and Social Marketing [\(ongoing\)](#) – newsletter, social media, articles in a local paper, presence at summer festivals, marketing events and art awareness on the Westshore. Board interaction with municipal council members, mayors, corporate sponsors as well as our members. We have completely redesigned our Website to allow citizens to find out what is going on in the Westshore community (activity and media) as well as the ability for artists to engage in local calls to artists.

## **Highlights:**

The Children's Art Show, held at the Coast Collective Art Centre in Colwood, is an example of our successful programs for children. Participation has continued over the past several years to around 100 students. With the assistance of City Councillor Lilja Chong, awards and certificates were given to each student to encourage them to continue to create and share their art pieces.



The Dunsmuir Celebration 1887 – 1938 connected art with heritage and a focus on women in history. Held at the historic Hatley Castle (the home of James Dunsmuir) a special screening of the film “Whatever the Cost: Hatley Park and the Dunsmuirs” was shown. Filmmakers David Springbett and Heather MacAndrew provided historical context. Local Soprano Elizabeth Gerow, with accompanist Jannie Burdeti, performed Elinor Dunsmuir’s original songs in the same drawing room as was heard 80 years ago, interspersed with a lively presentation of her research into Elinor’s life and musical inspiration. This was a collaboration with Royal Roads University, Museum and Archives Division

Our second annual “Light up the Hills” Lantern Festival involved about 50 local artists, such as dancers, musicians, visual artists and Canada 150 quilters, and engaged about 50 local community members. Attendance was calculated at 2,000. Three workshops to construct unique lanterns brought families and art enthusiasts together in creativity. “Let your lantern light your path” was the theme for a magical pathway, along which festival goers experienced four professionally constructed illuminated installations, dancers and music. Shown here is one of the art installations “Stalagnight” created by a local Victoria Artist, Andrew Azzopardi.



## **COMMUNITY ENGAGEMENT**

The Westshore community has become a vibrant and energetic place to live and visit. The Arts Council continues to engage with the community in many exciting ways. Collaboration with our local Chamber of Commerce, Rotary and other not for profits allows us to meet new partners and opens up a multitude of possibilities for arts engagement in our five communities. Each community is unique in its artistic programming. This produces a wide range of diverse art engagement from which the overall Western communities can benefit. The Arts Council looks for avenues to travel into the mainstream gathering places and form partnerships with known businesses that are well placed to interact with the community. We seek to effect board community inclusion and participation for both our local artists and the public. We have begun discussions with local Aboriginal organizations and individuals to better assess how we can include art creativity of Aboriginal artists and First Nations neighborhoods.

### ***Artistic Programming and Engagement Plans for Next Season***

#### **Future plans for the organization:**

The Arts Council has entered an exciting period in its endeavor to “make contact” with so many citizens and artists in the five communities we serve. New ideas for arts engagement are constantly at our doorstep and with this we must ensure that we are inclusive and open to new ideas coming our way. In our critical reflection on the issue of ensuring fair and competitive inclusion for all artists as well as ensuring diversity and excellence in art forms, we have created committees to review and consider proposals from the arts community for arts engagement concepts and ideas. These committees would recommend the arts programming we envision for the Westshore to the Board of Directors. All of our programming for the upcoming year will also celebrate our 30<sup>th</sup> anniversary on the Westshore.

Programming will include:

- Host the “Speaker Series”, in new venues/locations.
- Sponsor “Art at the Pub”, Art at the Spot events in Spring/Fall 2018
- Sponsor Children & Youth Art Shows at the Coast Collective Art Centre, Colwood
- Support for Westshore Studio Tour and the Stinking Fish Studio Tour
- Collaborate with M’akola Society to bring art engagement to their neighborhoods as well as collaborate with Aboriginal Artists connected with M’akola.
- Concert Series Spring/Fall
  - add additional concerts in the Spring/Fall – Bear Mountain, Teechamitsa & Belmont Theatre
  -

Mailing Address: P.O. Box 28090 RPO Canwest, Victoria, B.C. V9B 6K8  
www.westshorearts.org | Telephone: 250-478-2286

The West Shore Arts Council (WSAC) gratefully acknowledges the financial assistance of the Province of British Columbia through the British Columbia Arts Council, the Cities of Colwood and Langford, the Districts of Metchosis and Highlands, the Town of View Royal, and all its members, volunteers and sponsors. The WSAC is a non-profit B.C. society, #523239 (1988), supporting the arts, culture and heritage in the five municipalities named above.



- mini concerts for smaller performance groups such as Emily Carr Quartet, Michael Jones –international cellist ( a Langford performance)
- Continue our partnerships with other associations for festivals/events to provide performing artists/artisans and fees associated with them as well as art activities for youth. (Westshore Chamber of Commerce events, Royal Roads University community event – summer 2018, Canada Day Celebration, Lantern Festival, Eats & Beats Festival, Seaside Festival)
- Provide bursaries for Belmont and Royal Bay Secondary Schools.
- New Programming:
  - Plan and deliver a mini art festival which would include an art show, musical performances, theatre and dance. We have organized a Performing Arts Festival in 2014 in Langford's Westhills Stadium, so we have a template with which to work from and know the lessons learned from that event. Event location to be determined. Intentions are to have presentations in all five communities.

---

### ***Initiatives Strengthening Arts in Our Community:***

- Collaboration with neighboring not for profits such as the Westshore Chamber of Commerce, Coast Collective Arts Centre and Rotary Club of the Westshore has extended our reach to our citizens on the Westshore. Providing artistic enhancements to many of these events that are created and delivered by other organizations has allowed more opportunities for us to promote artists from the Westshore. These opportunities also allow the artists to enlarge their network within the community.
- As with the previous year this year's "Light up the Hills" has brought artists from varying genres together with the public for a spectacular evening. Not only do the artists get paid professional fees for their presentations but they also extend their art to communities that may not ever have experienced this type of art. The public seems to enjoy being a part of the art for the evening by "lighting up their path" with their own creations. Enhanced by dance, acrobatic dance, theatre and music this becomes a true adventure in art.
- The Dunsmuir event brought to the public not only the second release of a local filmmaker's historical production, but also a powerful experience of heritage as the audience realized they were sitting in the very place where the film's events unfolded. The music was high quality and enhanced the emotional experience, but also provided an important historical focus on women as composers and artists. Some of those who came for the history said they had never really experienced classical music and found it intriguing. We are hopeful that we can collaborate again next year with Royal Road University, Archivist to host another event or two, perhaps even incorporating Aboriginal history and music.

---

Mailing Address: P.O. Box 28090 RPO Canwest, Victoria, B.C. V9B 6K8  
www.westshorearts.org | Telephone: 250-478-2286

The West Shore Arts Council (WSAC) gratefully acknowledges the financial assistance of the Province of British Columbia through the British Columbia Arts Council, the Cities of Colwood and Langford, the Districts of Metchosis and Highlands, the Town of View Royal, and all its members, volunteers and sponsors. The WSAC is a non-profit B.C. society, #523239 (1988), supporting the arts, culture and heritage in the five municipalities named above.



## ORGANIZATIONAL CAPACITY

The Arts Council is proud of its consistent record in governance of adhering to principles of accountability, independence, merit and equity, through fair and transparent processes. These include written policies and procedures; a professional board that meets monthly, with fully documented decisions and activities, and engages in an annual extended planning retreat; complete and accurate financial records; strong internal and external communication channels exercising a range of media to target wide-ranging audiences; and regular communication of its executive with other agencies in the arts, government, and community including Aboriginal communities.

The Arts Council is also proud of having reached a relatively positive financial position, due to successful negotiations to build strong partnerships and particularly to the new levels of contribution from the City of Langford & Colwood as well as an anticipated increase from British Columbia Arts Council. We also feel ready to move to the next level of growth and innovation, building on our past successes. However, as noted earlier, our key challenge has been understaffing for the demands of five diverse municipalities.

Therefore to strengthen capacity and strategy, we plan to recruit and train new staff during the coming year. This will include, a new part time Administrative Officer. We will again apply for the Federal Summer Jobs program to seek summer students that will broaden the communications and outreach capacity for the organization. We will apply for British Columbia Arts Council project grants as well as CRD project grants to enhance our funding diversity.

We also have moved our office location in November from Metchosin, the smallest and most remote of the five municipalities served, to central Langford. This will immediately help improve outreach, presence in the community, and networking opportunities with current and future partners.

Simultaneously the Board is now entering a phase of transition that is carefully planned to enhance capacity while ensuring continuity of expertise and smooth succession planning for key administrators. The Board composition is being refreshed, and a new committee structure is being developed to work toward hiring an Executive Director to advise the Board in order to maximise the diversity, quality, inclusivity and innovation of our programming. The Board has created a new vision and strategic plan for the next three years, focusing the goals to address the identified challenges, and including an evaluation plan. Our facilities are primarily for administrative purposes. Currently the Board President acts as the Executive Director, a volunteer position.

---

Mailing Address: P.O. Box 28090 RPO Canwest, Victoria, B.C. V9B 6K8  
www.westshorearts.org | Telephone: 250-478-2286

The West Shore Arts Council (WSAC) gratefully acknowledges the financial assistance of the Province of British Columbia through the British Columbia Arts Council, the Cities of Colwood and Langford, the Districts of Metchosin and Highlands, the Town of View Royal, and all its members, volunteers and sponsors. The WSAC is a non-profit B.C. society, #523239 (1988), supporting the arts, culture and heritage in the five municipalities named above.



In the early years of the Arts Council, funding was obtained primarily from British Columbia Arts Council, Gaming & municipal sources. This has remained constant for the past 11 years, excluding the loss of Gaming funding for the 5 years that the arts were not supported through Community Gaming Grants. In 2014 we were fortunate to receive funding from ArtsBC (Business for the Arts) to host a BC Day Festival (\$10,000) and in the current year were successful and received a Community Gaming Grant in the amount of \$4,100.

We are also working with all the municipalities on the Westshore to demonstrate our level of commitment and service to the community and hope that with continued discussions the municipalities will set aside more funding for the Arts. The City of Langford will yield \$.75 per citizen as calculated each year by the CRD. We continue our partnership with the Westhills Land Development Company which is providing in-kind and cash support of \$10,000.00 for our current Lantern Festival for Fall of 2018.

In terms of management and governance, currently our Board would be considered a volunteer working Board of Directors. (President = Executive Director; Treasurer; Secretary = Office Manager; Director-at-Large = Communications Director; other board members and society volunteers providing organizational support when and where needed, including project management, administration and research.

---

Mailing Address: P.O. Box 28090 RPO Canwest, Victoria, B.C. V9B 6K8  
www.westshorearts.org | Telephone: 250-478-2286

The West Shore Arts Council (WSAC) gratefully acknowledges the financial assistance of the Province of British Columbia through the British Columbia Arts Council, the Cities of Colwood and Langford, the Districts of Metchosis and Highlands, the Town of View Royal, and all its members, volunteers and sponsors. The WSAC is a non-profit B.C. society, #523239 (1988), supporting the arts, culture and heritage in the five municipalities named above.



**CITY OF LANGFORD**  
**MINUTES OF THE REGULAR MEETING OF COUNCIL**  
**Monday, February 5<sup>th</sup>, 2018 @ 5:30 p.m.**  
**Council Chambers, 3<sup>rd</sup> Floor, 877 Goldstream Avenue**

---

**PRESENT**

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

**ATTENDING**

Chief Administrative Officer, D. Kiedyk, Deputy Director of Finance, A. Kryklywyj, Director of Engineering, M. Mahovich, Director of Planning, M. Baldwin, Director of Corporate Services, B. Hutchins.

**ABSENT**

Mayor Young and Councillor Szpak

**1. CALL TO ORDER**

The Acting Mayor called the meeting to order at 5:30 p.m.

**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's 1461 and 1749**

**"Langford Official Community Plan Bylaw, Amendment No. 14, (790 McCallum Road), 2018". "Langford Zoning Bylaw, Amendment No. 515, (790 McCallum Road), 2018".**

The Acting Mayor opened the Public Hearing for Bylaw No.'s 1461 and 1749 at 5:31 p.m.

The Acting Mayor 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. The Acting Mayor 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 Niall Paltiel of Island View Strategies has applied on behalf of Seacliff Properties to amend the Official Community Plan designation of 790 McCallum Rd from Neighbourhood to Mixed Use Employment Centre and to amend the zoning of 790 McCallum Rd from the CH1 (Cluster Housing Residential) Zone to a new MUE2 (Mixed-Use Employment 2) Zone.

This is being proposed in order to allow for a mixed use development, which may include medium to high density residential, commercial, institutional, recreational and/or assembly facilities.

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) That the applicant provides, as a bonus for increased density, the following contribution prior to issuance of a building permit or subdivision approval:
  - i. The dedication of 16,200m<sup>2</sup> of land in a block form and location to the satisfaction of the Director of Planning; and
  - ii. \$1,000,000 towards the General Amenity Reserve Fund for this site;  
OR
  - iii. An amenity building on this site to the satisfaction of the Director of Planning, with a certified construction value of \$1,000,000; and
  - iv. \$500,000 towards the General Amenity Reserve Fund for this site;  
OR
  - v. Arts and Cultural structure(s) on this site to the satisfaction of the Director of Planning with a certified construction value of \$500,000.
- b) That the applicant provides, prior to Bylaw Adoption, the following:
  - i. A technical memo from an engineer that verifies storm water can be adequately managed on-site for the proposed development, to the satisfaction of the Director of Engineering.
  - ii. The registration a 10m wide statutory right of way along the western and southern edges of the property for trail purposes; and
  - iii. Road dedication at Treanor Avenue for the future construction of a roundabout to the satisfaction of the Director of Engineering.
- 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 a four-way signalized intersection be installed on McCallum Road at the main entry point to Costco (eastern side) prior to issuance of a building permit or subdivision approval;
  - ii. That a roundabout be constructed along the frontage of this property on Treanor Road prior to issuance of a building permit or subdivision approval, to the satisfaction of the Director of Engineering.
  - iii. That a landscaped and irrigated trail be constructed along the southern and western edges within the 10m wide statutory right of way to bylaw 1000 standards prior to issuance of a building permit or subdivision approval, and to the satisfaction of the Manager of Parks;

- iv. That all road dedication, including the widening of McCallum Road, and any new internal municipal road is provided prior to issuance of a building permit or subdivision approval to the satisfaction of the Director of Engineering and Approving Officer;
  - v. That a Traffic Impact Assessment (TIA) be completed prior to issuance of a building permit or subdivision approval to the satisfaction of the Director of Engineering for the proposed development, and that the recommendations of the TIA be implemented;
  - vi. That all frontage improvements to Bylaw 1000 standards are completed prior to issuance of a building permit or subdivision approval, to the satisfaction of the Director of Engineering; and
  - vii. That a storm water management plan be provided prior to issuance of a building permit or subdivision approval and implemented, as per Bylaw 1000, all to the satisfaction of the Director of Engineering.
- d) Direct staff to release the existing 30m wide restrictive covenant in exchange for of a 10m wide statutory right of way for a buffer and trail.

From the original rezoning of this site that occurred in 1997, the applicant at that time agreed to register a 30m wide “Single-Family Buffer Area” along the western and southern boundaries. This was intended to ensure that only single-family homes could be built along those edges, which included no vegetation buffer and typical setbacks.

The current applicant is prepared to be flexible in regards to this covenant. The proposal is to release this covenant, and construct a 10m wide buffer with a trail instead. If Council wishes to leave the existing covenant in place, Council should direct staff to amend this covenant in order to permit detached townhomes, as single-family homes are not permitted in the proposed zone for this site.

This proposal is consistent with the Official Community Plan Mixed Use Employment Centre designation.

Notifications and advertisements have been placed as required by Council policy.

The Acting Mayor called a first time for presentations.

The applicant, Niall Paltiel, provided an update on the proposal, public consultants to date, and options for the western portion of the parcel.

Resident on Prospector Way did due diligence on the property when purchased, does not support option one and would rather option two for single family homes.

Resident on Fleetwood Court was expecting single family homes when he bought sixteen years ago, understood that existing covenant would protect value, and that rezoning would negatively affect value, wants houses and not townhouses. In option one the path would be redundant as there would be sidewalks on the street as well, opposed covenant release.

Resident on Progress Place supports option one (save the trees). Also wants to ensure that blasting will not affect houses.

Resident on Vista Place supports option one with green space instead of option two.

Resident on Egret Close wants to ensure traffic assessment will look at Florence Lake Road and left hand turn.

Michelle Mahovich, Director of Engineering provided clarification.

Resident on Vista Place asked about distances.

Acting Mayor Sahlstrom provided clarification.

The resident on Vista Place confirmed a preference for option one.

Resident on Affirmed Place prefers option one with trees.

Resident on Millstone Drive provided an overview of public consultations. Is concerned the city greenspace is being misrepresented as it will be an ice rink. Concerned the 10-12 meter buffer with trees will actually be cut and be a landscaped path and that the proposal calls for an SRW and not a covenant. Should be a restrictive covenant and not an SRW, if that is what is being presented. Concerned that the next part of the development won't be multi-family, but will be commercial or industrial. Concerned that what is being articulated isn't what will happen. Prefers option two to make sure there is a buffer. Said she would prefer an actual buffer of trees.

Resident on Fleetwood Court presented a third option to create a 30 meter wide park instead of the 4 acres of dedicated land for a recreation facility. Notes the entire site has biodiversity value and a riparian zone, and that the OCP says "maintain biodiversity value". Noted that parks and liesure are important. A park with a trail should be prioritized over a recreational building. A park that is 30 meters wide protects neighbourhood, allows for sustainable development, protects quality of life.

Resident on Egret Close prefers option one, main concern is mixed use zoning (almost anything with exception on drive through).

Resident on Egret Close said we are looking at these two options, but would support trail.

Resident on Fleetwood Court supports option three, Langford has and should continue to manage spaces of greenspace.

Resident on Fleetwood Court wants option two, no path with strangers, also good with option three.

Resident asked for drawing that public can see.

Resident asked if folks are against one or two can this be denied.

Resident on Prospector Way didn't support either option. 10-12 meters isn't viable for trees likes option three.

Resident on Affirmed Place asked for respect for environment itself with application.

Acting Mayor Sahlstrom called a second time for presentations.

Resident on Millstone Drive asked for denial to better reflect OCP. Asked for an environmental impact study prior to rezoning. Don't rezone until other areas are maximized. Wants environmental impact assessment and change to amenity contributions to maintain ecosystem values. Wants denial of application and 30 meter buffer and environmental impact assessment.

Resident isn't happy with either options, prefers option C.

Resident wants clarification on building height and suites.

Resident asked for this to be rethought.

Resident asked for guarantee about trees.

Resident wants guarantees.

Developer Jim Hartshorne provided clarification on amenity land, trail location, tree preservation, development locations, and that he would covenant trees.

The Acting Mayor called a third and final time for presentation, there being none, the Acting Mayor officially declared the Public Hearing for Bylaw No.'s 1461 and 1749 closed at 7:00 p.m.

#### **4. ADOPTION OF MINUTES**

##### **a) Minutes of the Meeting of Council – January 22<sup>nd</sup>, 2018**

MOVED BY: COUNCILLOR BLACKWELL  
SECONDED: COUNCILLOR SIFERT

That Council approve the minutes of the Regular Meeting of Council held on January 22<sup>nd</sup>, 2018.

CARRIED.

#### **5. OTHER BOARD AND COMMISSION MINUTES**

##### **a) West Shore Parks and Recreation – December 14<sup>th</sup>, 2017**

MOVED BY: COUNCILLOR SEATON  
SECONDED: COUNCILLOR SIFERT

That Council receive the minutes of the West Shore Parks and Recreation Meeting held on December 14<sup>th</sup>, 2017.

CARRIED.

#### **6. PUBLIC PARTICIPATION**

None.

**7. DEVELOPMENT VARIANCE PERMIT**

**a) DVP17-0030 – 2401 Millstream Road**

MOVED BY: COUNCILLOR BLACKWELL

SECONDED: COUNCILLOR WADE

That Development Variance Permit No. DVP17-0030 be issued by the Council for the City of Langford to Kyle Velikovsky on behalf of KS Village (Millstream) Inc. to allow one additional directory sign above and beyond the permitted four directory signs, and allow two of the proposed five signs to be freestanding at 2401 Millstream Road subject to the following terms and conditions:

**1. Appendix**

The site shall be developed in accordance with the site plan attached as (Appendix A) to the Planning, Zoning and Affordable Housing report dated 15 January 2018.

**2. Variances**

The following regulations of Sign Bylaw No. 1250 are varied under Section 498 of the *Local Government Act*:

- a) That Section 9(a)(ii) of Sign Bylaw No. 1250 be varied to allow two freestanding directory signs instead of the required façade style;
- b) That Section 9(b) of Sign Bylaw No. 1250 be varied to allow one additional directory sign above and beyond one per highway frontage.

CARRIED.

**8. COMMITTEE RESOLUTIONS**

**a) Protective Services Committee – January 23<sup>rd</sup>, 2018**

**1. West Shore RCMP Annual Performance Plan**

MOVED BY: COUNCILLOR BLACKWELL

SECONDED: COUNCILLOR SIFERT

That the Protective Services Committee receive the West Shore RCMP's Annual Performance Plan and recommend the following areas in order of priority to Council:

- 1. Organized Crime
- 2. Traffic Safety
- 3. Property Crime
- 4. Police/Community/Aboriginal Relations / Policy Visibility

CARRIED.

**2. Community Safety and Municipal Bylaw Enforcement Department Five-Year Financial Plan for 2018-2022**

MOVED BY: COUNCILLOR BLACKWELL  
SECONDED: COUNCILLOR WADE

That Council approve in principle the 2018-2022 Community Safety and Municipal Bylaw Enforcement Department Five Year Financial Plan and refer it to the Director of Finance for inclusion in the budget.

CARRIED.

**3. Building Department Five-Year Financial Plan for 2018-2022**

MOVED BY: COUNCILLOR SEATON  
SECONDED: COUNCILLOR WADE

That Council approve in principle the Building Department Five Year Financial Plan for 2018-2022 as presented in the staff report dated and refer it to the Director of Finance for inclusion in the consolidated Financial Plan.

CARRIED.

**4. Liquor License Amendment for Bear Mountain**

MOVED BY: COUNCILLOR SEATON  
SECONDED: COUNCILLOR WADE

That Council inform the Liquor Control and Licensing Branch that the City of Langford will opt out of the notification for the application to change the existing Liquor Primary License for the Bear Mountain Golf Club located at 1999 Country Club Way.

CARRIED.

**b) Parks, Recreation and Beautification Committee – January 24<sup>th</sup>, 2018**

**1. 2018 Parks Capital Budget**

MOVED BY: COUNCILLOR SEATON  
SECONDED: COUNCILLOR WADE

That Council approve in principle the 2018-2022 Parks Capital projects listed and refer them to the Director of Finance for inclusion in the budget.

CARRIED.

## **2. 2018 Parks Operations Budget**

MOVED BY: COUNCILLOR SEATON  
SECONDED: COUNCILLOR WADE

That Council approves in principle the 2018-2022 Parks Operating Budget and refer it to the Director of Finance for inclusion in the budget.

CARRIED.

## **9. REPORTS**

### **a) West Shore Parks and Recreation Society 2018 Budget - Staff Report (Finance)**

MOVED BY: COUNCILLOR SEATON  
SECONDED: COUNCILLOR SIFERT

That Council approve the 2018 West Shore Parks and Recreation Society budget.

CARRIED.

### **b) CRD Bylaw No. 4017 – Capital Regional District Regional Growth Strategy Bylaw No. 1, 2016 - Staff Report (Planning)**

MOVED BY: COUNCILLOR BLACKWELL  
SECONDED: COUNCILLOR WADE

That Council accept the proposed new Regional Growth Strategy as contained in Bylaw No. 4017 and recommend its adoption to the CRD Board.

CARRIED.

## **10. BYLAWS**

### **a) BYLAW NO. 1461 “Langford Official Community Plan Bylaw, Amendment No. 14, (790 McCallum Road), 2018”. (SECOND AND THIRD READINGS)**

MOVED BY: COUNCILLOR WADE  
SECONDED: COUNCILLOR BLACKWELL

That Council give Bylaw No. 1461 Second and Third Reading.

CARRIED.

**b) BYLAW NO. 1749**  
**"Langford Zoning Bylaw, Amendment No. 515, (790 McCallum Road), 2018".**  
**(SECOND AND THIRD READINGS)**

MOVED BY: COUNCILLOR WADE  
SECONDED: COUNCILLOR BLACKWELL

That the Statutory right-of-way for trail purposes be provided to a width not less than 10m to the satisfaction of the City's Parks Manager and CAO.

CARRIED.

MOVED BY: COUNCILLOR WADE  
SECONDED: COUNCILLOR BLACKWELL

That Council give Bylaw No. 1749 Second Reading with the following amendment:

That Bylaw No. 1749 include an additional amenity for increased density in the amount of \$500,000.

CARRIED.

MOVED BY: COUNCILLOR BLACKWELL  
SECONDED: COUNCILLOR WADE

That Council give Bylaw No. 1749 Third Reading as amended.

CARRIED.

**11. IN CAMERA RESOLUTION**

MOVED BY: COUNCILLOR BLACKWELL  
SECONDED: COUNCILLOR SIFERT

- a) That it is the opinion of Council that the public interest requires that persons other than members of Council and Officers be excluded from the meeting to consider confidential information regarding property disposition and the potential provision of a new service under Section 90 (1) (e) and (k) of the Community Charter.
- b) That Council continues the meeting in closed session.

CARRIED.

**12.     ADJOURNMENT**

The Chair adjourned the meeting at 7:10 pm.

---

PRESIDING COUNCIL MEMBER:

---

CERTIFIED CORRECT  
Corporate Officer



# BOARD OF DIRECTORS

## Minutes of the West Shore Parks and Recreation Society Board of Directors Meeting Thursday, January 18th, in the JDF Library Meeting Room

---

**PRESENT:** Directors Ed Watson (Chair), Al Hood, Ron Mattson, Lana LeBlanc, Lanny Seaton, Allen Sturgeon, Moralea Milne, Matt Sahlstrom, Leslie Anderson, Lilja Chong, Winnie Sifert

**ABSENT:** Director Rob Martin, Jenn Jakobsen, Les Bjola

**STAFF PRESENT:**

Sandy Clarke, Acting Administrator  
Wade Davies, Operations Manager  
Grant Brown, Manager of Finance  
Geoff Welham, Acting Manager of Recreation  
Brian Merryweather, Manager of Human Resources  
Chantelle Tearoe, Recorder  
Nicky Brown, Recreation Coordinator  
Carly Bryson, Recreation Programmer  
Jeff Speed, Recreation Program Assistant  
Bobbi Neal, Recreation Programmer  
Katherine Salmons, Recreation Programmer

**PUBLIC PRESENT:** N/A

### CALL TO ORDER

1. The Chair called the meeting to order at 7:00 PM.

### CHAIRS REMARKS

2. *Chair of the Board, Ed Watson commented:*

- Ed Watson welcomed everyone to 2018.
- New appointment to the Board of Directors is past Alternate, Lana LeBlanc representing the City of Colwood as a citizen. Lana has a Masters in Public Health Policy.
- Arnie Hamilton has completed his term on the Board of Directors.
- Ed Watson let it be known that he was letting his name stand for Chair of the WSPRS Board of Directors for another year.
- An owners meeting was held on December 15<sup>th</sup>, 2017 with the Mayors and CAOs. Two motions were brought forward. The first – make a change to the budget to reflect a \$0 requisition and use

the reserve to fill the shortfall. The second – hire the consultant proposed by City of Langford to review the Governance and management of WSPR. The motions will be brought to councils for their consideration and approval. If you would like a copy of the consultant's proposal, see Ed Watson.

### **ELECTION OF OFFICERS**

3. Ed Watson turned the election over to Acting Administrator, Sandy Clarke.

Acting Administrator, Sandy Clarke commented that the Society Act is going through a transition that requires citizen appointees to sign a letter consenting to act as a Director if they were not present during the acclamation. We will circulate letters to those directors for their signatures.

#### **a) Chair**

Nominations were called for Chair.

Director, Moralea Milne nominated Director, Ed Watson (seconded by Director, Ron Mattson).  
Director, Ed Watson accepted the nomination.

The Acting Administrator called three times for further nominations and hearing none, Director, Ed Watson was elected as Chair.

Director, Ed Watson assumed the Chair at this time.

#### **b) Vice-Chair**

Nominations were called for Vice-Chair.

Director, Moralea Milne nominated Director, Leslie Anderson (seconded by Director, Ron Mattson).  
Director, Leslie Anderson accepted the nomination.

The Chair called three times for further nominations and hearing none, Director, Leslie Anderson was elected as Vice-Chair.

#### **c) Finance Chair**

Nominations were called for Finance Chair.

Director, Moralea Milne nominated Director, Les Bjola (seconded by Director, Leslie Anderson).  
In his absence, the Chair confirmed Director, Les Bjola has expressed acceptance of the nomination via a previous discussion.

The Chair called three times for further nominations and hearing none, Director, Les Bjola was elected as Finance Chair.

### **APPOINTMENTS**

4. a) GVLRA Representative and Alternate  
The Chair called for a volunteer for the Greater Victoria Labour Relations Association Representative.  
Director, Leslie Anderson expressed interest in continuing on as the GVLRA Representative.  
Director, Leslie Anderson was appointed as the GVLRA Representative.

The Chair called for a volunteer for the Greater Victoria Labour Relations Association Alternate. Director, Ron Mattson expressed interest in continuing on as the GVLRA Alternate. Director, Ron Mattson was appointed as the GVLRA Alternate.

#### b) Standing Committees

Chair, Ed Watson asked that Directors remain on the same committees as previous, with a few changes.

The Chair and the Administrator announced the following appointments to the Standing Committees (Finance; Strategic Planning; Policy; Environment; Skatepark):

- **Finance:** Director Les Bjola (Chair), Director Al Hood, Director Moralea Milne, Director Leslie Anderson, and Director Ron Mattson.
- **Strategic Planning:** Chair Ed Watson (Chair), Director Jen Jakobsen, and Director Rob Martin.
- **Policy:** Director Lilja Chong, Director Moralea Milne and Director Lana LeBlanc.
- **Environment:** Director Moralea Milne (Chair), Director Lilja Chong, and Director Jenn Jakobsen.
- **Skatepark:** Director Ron Mattson (Chair), Director Al Hood, and Director Jenn Jakobsen.

Chair, Ed Watson proposed a new committee, Facilities Review, which would look at what services we provide, what the public is looking for, and how many people use each service. If you have an interest in serving on this committee, please talk to Chair, Ed Watson.

#### APPROVAL OF AGENDA

5. ***MOVED/SECONDED*** BY DIRECTORS STURGEON AND MATTSON THAT THE AGENDA BE APPROVED WITH THE ADDITION OF THE FOLLOWING:

- An update to the Park and Ride under New Business (10c).

***CARRIED***

#### APPROVAL OF MINUTES

6. ***MOVED/SECONDED*** BY DIRECTORS HOOD AND STURGEON THAT THE MINUTES OF THE REGULAR MEETING HELD DECEMBER 14TH, 2017 BE ADOPTED.

***NO ERRORS, NO OMMISIONS***

***CARRIED***

#### PUBLIC PARTICIPATION

7. N/A

## STANDING COMMITTEES

### 8. a) Strategic Planning

*Acting Administrator, Sandy Clarke commented that the current Strategic Plan is from 2016-2020. Each year, we provide quarterly updates.*

The Community Recreation team gave a PowerPoint and audio presentation, outlining the areas their portfolio covers and some highlights from each area.

*Discussion:*

*Director, Al Hood asked what WSPR is providing for teens?*

*Recreation Program Assistant, Jeff Speed answered that WSPR provides a safe space for teens to hang out and play games like Wii.*

*Recreation Programmer (Youth and Teens), Carly Bryson commented that currently she is creating partnerships with schools like Belmont, and Royal Bay. Leadership courses during summer camps are being re-evaluated and changes are being made to include courses with life skills such as how to create a resume, attend an interview, and participate in group dynamics. At this point, we are talking with youth and staff at the schools, asking what they want so we can provide the requested programs.*

*Recreation Programmer (Youth and Teens), Carly Bryson commented that the Neighbourhood Learning Centre at Royal Bay has a space that teens can use during lunch and after school. They often use the space to hang out and relax. We are looking to develop the space further.*

*Recreation Coordinator, Nicky Brown commented that the teens are looking for an unstructured space such as a gym to hang out in. We have access to the school gyms but the kids don't want to go back to the school to hang out.*

*Recreation Programmer (Youth and Teens), Carly Bryson commented that she is also talking with youth at non-traditional schools to find out what they are looking for as well. Hoping to partner with the schools and possibly provide transportation to WSPR in order to provide them with activities such as the pool or weight room. Our aim is to figure out whether transportation or cost is the barrier and how we can help to get them engaged.*

*Recreation Programmer (Youth and Teens), Carly Bryson commented that the Inter-Municipal Committee met to discuss using the resources of the other recreation centres. Recently, we used the Boys and Girls facility for the Snow Ball Dance and we are discussing the possibility of using a gym within a recreational space to hold a dodge tournament. We are also looking at ways to bring youth to our spaces.*

*Director, Allen Sturgeon asked if similar programs being held at Royal Bay will be held at Belmont.*

*Recreation Programmer (Youth and Teens), Carly Bryson commented that this is our hope. She is talking with the Belmont School Principal tomorrow to discuss options. We would like to see them have a space where youth could wait for the bus or a lunch time program could be provided. Belmont youth may have different needs. We are hoping to hear from the staff and students as to what kind of programs they would be interested in.*

*Director, Lanny Seaton commented that the rugby team is no longer using the dry floor at Westhills. That space may be available for use for WSPR programs.*

*Chair, Ed Watson asked if the numbers for the pottery programs are growing.*

*Recreation Programmer (Arts and Culture), Katherine Salmons commented that, yes the waitlists for the arts programs are growing and the numbers in the dance classes have doubled.*

*Chair, Ed Watson asked if there is an increase in numbers in the general programs.*

*Recreation Coordinator, Nicky Brown commented that there is lots of ebb and flow with the different age groups each year.*

*Director, Leslie Anderson thanked the Community Recreation Team for their presentation.*

*Director, Ron Mattson also thanked the Community Recreation Team for the programs they are providing youth in the community.*

#### **b) Skatepark**

*Chair, Ron Mattson highlighted the following from the report included in the Agenda Package:*

- New Line is firming up its 12 week process for the conceptual design.
- A project start-up meeting is planned for Monday, January 22<sup>nd</sup> at 6PM in the boardroom of the JDF Recreation Centre.
- A workshop will be held in March to provide 2D drawings for public feedback.
- A second workshop will be held in April to present a 3D rendering of the skatepark and receive feedback.
- Design project completion is anticipated for May.

#### **c) Policy**

- N/A

#### **d) Environment**

*Chair, Moralea Milne commented that she has been talking with Bryan Woods and Lana Carlson regarding including interpretive signage on the trail.*

#### **e) Finance**

*Acting Administrator, Sandy Clarke highlighted the following:*

- Acting Administrator, Sandy Clarke sent a budget review report in the Agenda Package.

- The 2018 budget that was last approved and sent to councils included a 4.15% increase.
- A special meeting was held on December 15<sup>th</sup> with the Mayors and CAOs:
  - A proposal for a review of the governance and management of the recreational facilities operated by WSPRS was discussed.
  - A motion was passed to revise the budget and hold the requisition at \$0 for 2018 while a review of the governance was done. The budget shortfall would come from the reserve fund. This motion would result in an increase in the reserve transfer of \$206,445 with an additional \$21,406 due to the withdrawal of the Electoral district, for a total of \$227,851. KPMG was able to confirm the status of the reserve, and that the society can use the reserve for this purpose.
  - The 2018 Budget Package you have received has the following changes:
    - The amended requisition dollars are back to the values from 2016 minus the \$21,406 from the CRD's contribution and the transfer from the reserve totalling \$227,851 has been inputted, to offset the budget shortfall.

*Discussion:*

*Director, Moralea Milne commented that the District of Metchosin has already passed the 2018 budget as it was presented previously. Will you be sending the revised 2018 Budget to Councils?*

*Acting Administrator, Sandy Clarke stated that the Mayors made the motion to revise the budget. We have revised the budget and are requesting that the Board of Directors recommend the updated budget. It will then be sent to all respective Councils.*

*Director, Ron Mattson commented that the Board of Directors needs to vote on the revised budget presented.*

*Director, Allen Sturgeon asked how much funding was in the reserve account currently.*

*Manager of Finance, Grant Brown commented that there is approximately 2.1 million.*

***MOVED/SECONDED BY DIRECTORS SEATON AND MILNE THAT THE REVISED 2018 BUDGET PRESENTED BE APPROVED.***

***CARRIED***

**OLD BUSINESS**

9. N/A

**NEW BUSINESS**

10. **a) Proposed 2018 Meeting Schedule**

Chair, Ed Watson commented that the 2018 WSPR Board of Directors meeting schedule was included in the Agenda Package and asked if there were any oppositions.

*Director, Moralea Milne commented that councils could potentially have a conflict in June and September.*

*Acting Administrator, Sandy Clarke commented that she would look into it.*

#### **b) WSPR Facility Tour Dates**

Chair, Ed Watson commented that there is one new Board Member and if anybody would like a tour to contact Manager of Operations, Wade Davies. Once a date has been confirmed, an notification will be sent out to the Board of Directors.

*Manager of Operations, Wade Davies commented that he is happy to do more than one tour if that works better with everybody's schedules.*

#### **c) Park and Ride**

*Acting Administrator, Sandy Clarke commented that Manager of Operations, Wade Davies, Acting Administrator, Sandy Clarke, and the new Land Development Manager from the City of Colwood met to discuss the future of the land that is used for the Park and Ride.*

*Manager of Operations, Wade Davies commented that the land discussed is across from Wale Road, contains 120 stalls and is in the road allowance. At the moment, the City of Colwood can't do anything with the land. However, City of Colwood would like to bring it out of road allowance, and possibly re-zone it for future development. They have potential interest to build a medical building. This could cause issues with parking in JDF parking stalls from Park and Ride patrons.*

*Chair, Ed Watson asked how many spots are in front of the Seniors Centre.*

*Manager of Operations, Wade Davies commented that there are 140 stalls. The lot is full during main programming.*

*Director, Ron Mattson commented that BC Transit is looking for another Park and Ride in the area.*

*Acting Administrator, Sandy Clarke commented that there is an Open House on February 1<sup>st</sup> at City of Colwood Municipality Hall, should you want to learn more about it.*

### **FOR INFORMATION**

#### **11. a) Human Resources Report**

*Manager of Human Resources, Brian Merryweather commented on the following:*

- Nothing to add to the report.

#### **FOR INFORMATION ONLY**

## FOR INFORMATION

### b) Administrator's Report

*Sandy Clarke, Acting Administrator reported the following highlights:*

- Promotion started in December for our "5 for You" pass for both adults and youth. We sold out of the 500 adult passes which generated \$8,000 in revenue. Currently we are encouraging patrons to convert their 5x pass for a regular pass, where a \$15 discount will be applied.
- Registration for pre-school and school-age swim lessons are up 18% from this time last winter.
- WSPR has partnered with the Victoria Grizzlies and is offering those children who register for swim and skate lessons in January, a free child voucher (with the purchase of an adult \$10 ticket) to the January 28<sup>th</sup> game.
- The Victoria Grizzlies have paid their outstanding balances.
- The Canadian Tire Jumpstart Foundation contributes 10 million nationally to youth and has supported the delivery of schools swim lessons twice a year. We recently received an additional donation of sports equipment for our youth programs and separate funding to facilitate an 8 week program with the youth from the West Shore Learning Centre. The funding will specifically be used for equipment, staffing, and transportation.
- The Social Media Policy has been finalized.
- The pool closure identified some rust issues but the engineer determined the beams were fine and only cosmetic repairs were needed.
- Worksafe has been actively inspecting all arenas, and for the most part WSPR arenas are in good shape with respect to being prepared for an ammonia leak.

*Manager of Operations, Wade Davies commented that some updates need to be made based on regulations, specifically some sheet metal work and the installation of a vestibule shower to the JDF plant.*

## FOR INFORMATION ONLY

## ADJOURNMENT

12. **MOVED/SECONDED** BY DIRECTORS HOOD AND MILNE THAT THE MEETING BE ADJOURNED AT 8:26PM.  
**CARRIED**

**CITY OF LANGFORD**

**RESOLUTIONS OF THE ADMINISTRATION AND FINANCE COMMITTEE MEETING**

**Tuesday, February 13<sup>th</sup>, 2018**

---

**1. Monthly Approval of Accounts Payable – September 2017 to January 2018**

**- Staff Report (Finance)**

That Administration and Finance Committee recommend to Council:

That Council:

Approve the City of Langford disbursements from September 2017 to January 2018, as outlined in the Accounts Payable Report dated January 31, 2018.

CARRIED.

**2. 2018-2022 General Government Five-Year Financial Plan**

**- Staff Report (Finance)**

That Administration and Finance Committee recommend to Council:

That Council:

Approve in principle the General Government Five Year Financial Plan for 2018-2022 as presented in the staff report dated February 13, 2018 and refer it to the Director of Finance for inclusion in the consolidated Financial Plan.

CARRIED.



## Staff Report to Council

**Date:** February 5, 2018  
**Department:** Administration  
**Subject:** Rugby Canada Agreements

---

### Background

Over the past two years, the City has been working with Rugby Canada to finalize the partnership agreement, lease agreement and loan agreement with Rugby Canada. The partnership agreement details the terms of the relationship between the two parties. The lease agreement provides for Rugby Canada's use of the Rugby Canada National Training Centre at 3019 Glen Lake Road for 15 years, allows the City to be made whole for its capital contributions to the construction of the Training Centre, and allows Rugby Canada to purchase the Training Centre at the end of the lease. The loan agreement provides for a \$1 million loan to Rugby Canada with a repayment period of two years.

### Commentary

The partnership agreement, lease agreement and loan agreement have been drafted and thoroughly reviewed by the City's lawyers and by Rugby Canada. Together, the documents ensure that the City is made whole for its financial contributions, that the appropriate governance structures are in place, that the City is indemnified from risks, that the necessary insurance is in place, and that local high performance teams and athletes will have the opportunity to use the Training Centre when not in use by Rugby Canada.

### Financial and Legal Implications

Under the partnership agreement, the City is agreeing to provide a \$1.5 million contribution to the capital cost of constructing the Rugby Canada National Training Centre at 3019 Glen Lake Road and provide a loan of \$1 million to Rugby Canada which will be repaid within 2 years. The partnership agreement was advertised in accordance with section 24 of the *Community Charter*.

Under the lease agreement, the City is agreeing to lease the premises consisting of approximately 20,000 square feet of the land and improvements located at 3019 Glen Lake Road to Rugby Canada for a term of fifteen (15) years for \$100,000 annual base rent (with the City fully recouping its \$1.5 million

contribution to the capital cost of construction). Also under the lease agreement, the City is agreeing to provide Rugby Canada with an option to purchase 3019 Glen Lake Road for \$1 million at the end of the lease. The terms of the lease have been advertised in accordance with section 26 of the *Community Charter*.

The loan agreement provides the detailed terms of the \$1 million loan and the repayment of the loan by Rugby Canada over two years.

### **Options**

That Council:

1. Approve the partnership agreement, lease agreement and loan agreement with Rugby Canada;

OR

2. Directs staff to negotiate further with Rugby Canada regarding particular aspects of the agreements.

Respectfully submitted,

|               |                                                  |
|---------------|--------------------------------------------------|
| Submitted by: | Braden Hutchins, Director of Corporate Services  |
| Concurrence:  | Cory Manton, Manager of Parks and Recreation     |
| Concurrence:  | Michael Dillabaugh, CPA, CA, Director of Finance |
| Concurrence:  | Darren Kiedyk, Chief Administrative Officer      |

:bh

## **PARTNERING AGREEMENT**

This Agreement made effective this 31<sup>st</sup> day of December, 2017

### **BETWEEN:**

**THE CITY OF LANGFORD**  
2nd Floor – 877 Goldstream Avenue  
Victoria, B.C. V9B 2X8  
(the “City”)

### **OF THE FIRST PART**

### **AND:**

**THE CANADIAN RUGBY UNION**  
Incorporation No. XS-0058873  
**3024 Glen Lake Road**  
**Victoria, British Columbia V9B 4B4**  
(“Rugby Canada”)

### **OF THE SECOND PART**

### **WHEREAS:**

- A. The City is the registered owner of certain lands, approximately 0.9 acres located in the City of Langford in the Province of British Columbia legally described as:
- Parcel Identifier: 029-923-514  
Legal Description:  
Lot 1 Section 81 Esquimalt District Plan EPP64456
- (the “Lands”)
- B. Rugby Canada is a non-profit organization continued under the *Canada Not-for-Profit Corporations Act*, and is the internationally recognized organization for the sport of rugby in Canada;
- C. The City is the primary provider of facilities for Rugby Canada at its City Center Park for Rugby Canada’s Center of Excellence;
- D. The City and Rugby Canada are desirous of further developing the sport of rugby in the City and establishing the *Rugby Canada National Training Centre* (the “Facility”) to be build on the Lands;
- E. The City has agreed to acquire the Lands and construct the Facility for Rugby Canada’s use and benefit, with the intention that the Lands and Facility will be transferred into the name of Rugby Canada on completion of the obligations set out in this Agreement;

- F. The *Community Charter* authorizes a municipality to enter into a partnering agreement with another party for the provision of services to the municipality, including provision of services in the operation and maintenance of recreational facilities;
- G. Rugby Canada has agreed to operate, manage and maintain the Facility on behalf of the City pursuant to the terms and conditions of this Agreement and the Lease Agreement for the Facility to be signed concurrently with this Agreement;

**NOW THEREFORE** this agreement witnesseth that in consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

## **PART 1 - DEFINITIONS AND SCHEDULES**

- 1.1 For purposes of this Agreement, the following words and phrases shall have the following meanings unless the context otherwise requires:
- (a) **“Commencement Date”** means January 1, 2018.
  - (b) **“Facility”** means the building and improvements to be constructed on the Lands to be named the *Rugby Canada National Training Centre* to be used by Rugby Canada and, in part, by the public as outlined in this agreement;
  - (c) **“Force Majeure”** means any act of God, major storms, civil disturbance or any similar major event or occurrence not within the control of a party and which by the exercise of due diligence by such party could not have been prevented, but lack of funds on the part of such party shall not be deemed to be a Force Majeure;
  - (d) **“Lease”** means the lease agreement between Rugby Canada and the City for the Lands and Facility thereon in the form attached as Schedule “E”;
  - (e) **“Loan Agreement”** means the loan agreement between Rugby Canada and the City in the form attached as Schedule “F”;
  - (f) **“Oversight Committee”** means a committee to oversee the management and any concerns regarding the Facility, with its terms of reference set forth in Schedule “B” attached hereto;
  - (g) **“Report”** means the statistical summary prepared by Rugby Canada of the usage of the Facility including programs, activities, events, services, revenue for the period, membership numbers, and any notable accomplishments, challenges or trends during the year;

- (h) **“Services”** means all of the activities and services necessary and incidental to the performance of Rugby Canada in operating and managing the Facility and offering programs to the public under this Agreement, including but not limited to, the obligations set forth herein and any other direction by or obligation to the City arising from this Agreement;
  - (i) **“Substantial Breach”** means, subject to the provisions herein and in the Lease and Loan Agreement:
    - i. The petitioning into bankruptcy of Rugby Canada or the making of any assignment for the benefit of its creditors;
    - ii. The institution of proceedings for the dissolution or winding-up of Rugby Canada;
    - iii. A breach of the obligations of Rugby Canada under this Agreement that is not cured within the time required after notice of default;
    - iv. A breach of the Lease that is not cured within the time required in the Lease; or
    - v. A breach of the Loan Agreement that is not cured within the time required after notice of default.
- 1.2 The Schedules attached hereto shall be and form a part of this Agreement. The Schedules are:
- Schedule “A” – Guiding Principles
  - Schedule “B” – Oversight Committee Terms of Reference
  - Schedule “C” – Dispute Resolution
  - Schedule “D” – Construction Plans
  - Schedule “E” – Lease Agreement
  - Schedule “F” – Loan Agreement
  - Schedule “G” – Maintenance Plan

## **PART 2 - ACQUISITION OF LAND**

- 2.1 **Acquisition.** The City agrees it will be solely responsible for all costs associated with the acquisition of the Lands. The City will deliver the land to the Contractors ready to be constructed upon. Fees, permits, frontage improvements and infrastructure costs will be included in the costs of construction. The City will ensure that City services such as access to sewers, storm drainage and other services required to obtain an occupancy permit will be within reasonable access and ready for connection.

- 2.2 **Ownership.** Subject to the terms of this Agreement, the City will retain ownership of the Lands and Facility constructed thereon, and will lease the Lands and Facility to Rugby Canada in the form of Lease attached hereto as Schedule “E”.

### **PART 3 - DESIGN AND CONSTRUCTION OF THE FACILITY**

- 3.1 **Design.** Rugby Canada will have approval authority for the design of the Facility to be constructed on the Lands, in consultation and with approval of the City. Approvals will be given by both parties acting reasonably in an expeditious manner. Rugby Canada agrees that it is solely responsible for all costs associated with the design of the Facility that will be included in the costs of construction. The parties agree the Facility is intended to be approximately 20,570 sq. ft. and is to include the following areas:

- (a) Weight room;
- (b) Gymnasium;
- (c) Recovery Room;
- (d) Medical Clinic;
- (e) Analysis Suite;
- (f) Team Meeting Room;
- (g) Locker Room;
- (h) Study Room;
- (i) Player’s Lounge;
- (j) Wet Recovery Area;
- (k) Dining Room;
- (l) Storage Room;
- (m) Reception Area;
- (n) Office Space;
- (o) Hall/Wall of Fame and
- (p) 6 Residential bedrooms

The construction will also include parking and outdoor lighting requirements.

- 3.2 **Drawings.** The final drawings will be attached to and form part of the Lease.
- 3.3 **Construction.** The City will be responsible for the construction of the Facility, and to contract with parties of its choosing in connection with such construction. The Facility will be built in accordance with the final approved design plans and Tenant Improvements identified within the Facility and forming part of the Lease. The City will enter into all contracts relating to the construction and fitting of the Facility. The City agrees that it will consult with Rugby Canada throughout the construction phase and that Rugby Canada’s specialized requirements related to the construction of a facility meant to serve high performance athletes will be incorporated into requirements.

- 3.4 **Completion.** The City will have substantially completed construction of the Facility prior to the Commencement Date of this Agreement. The City will grant to Rugby Canada the right to access the Facility for up to sixty (60) days prior to the Commencement Date for purposes of installing fixtures, equipment or furnishings, provided Rugby Canada has obtained Tenant insurance and the City determines it is safe to do so.

#### **PART 4 - CAPITAL FUNDING**

- 4.1 **City Contribution.** The City agrees to provide the following:
- (a) A cash contribution of \$1,500,000 toward construction of the Facility. The City will be utilizing these funds towards the construction of the Facility and will make available as eligible for grant matching unless both parties agree otherwise;
  - (b) An additional cash contribution of up to \$1,000,000 dollars toward construction of the Facility, provided as a loan to Rugby Canada (the “Loan”) under the terms and conditions set out in the Loan Agreement attached hereto and marked as Schedule “F”.
  - (c) The City will provide Rugby Canada a report on all construction and related costs during the construction phase. The costs will be managed by the City and will be reported upon in a manner satisfactory to the auditors of Rugby Canada. A final reconciliation of costs related to budget will be provided to Rugby Canada for their bookkeeping purposes not later than ninety (90) days from Completion of the Facility/Issuance of an Occupancy Permit.
- 4.2 **Rugby Canada Contribution.** Other than the contributions above, Rugby Canada is responsible for the overall cost of construction and finishing of the Facility, to be paid as and when due under the construction documents. Payments may be made directly to construction contractors or the City as the City may direct.
- 4.3 **Rugby Canada Fundraising.** The parties acknowledge and agree that Rugby Canada has commenced and will continue a fundraising campaign to raise funds to the extent of its contribution to the construction and finishing of the Facility. Rugby Canada will inform the City on a semi-annual basis the status of its capital campaign and documentation will be provided. Rugby Canada will inform the City within twelve (12) weeks of any risk to the monies being available for Rugby Canada’s financial obligations to the City and the Oversight Committee will make recommendation on next steps in consultation with the City.

## **PART 5 - OPERATIONAL FUNDING**

- 5.1 **User Fees.** Rugby Canada will have the right to charge fees for use of the Facility by other sports teams and athletes as contemplated in Article 7.1(a) below. Rugby Canada will retain the right to these monies for purposes of maintaining and operating the Facility.
- 5.2 **Rugby Canada Contribution.** Rugby Canada will contribute all other expenses relating to Operating Costs of the Facility, as more particularly set forth in the Lease agreement. Rugby Canada will provide to the City a regular maintenance plans and records on the operation of the Facility.

## **PART 6 - OTHER CONTRIBUTIONS AND DELIVERABLES**

- 6.1 **City Contributions.** The City agrees to make available, at its cost during the term of this Agreement:
- (a) parking spaces – while the construction of parking lot and spaces are part of the construction cost, for clarity, the dedicated parking spaces are considered part of the lease terms.
  - (b) the waiving of yearly property taxes on the Facility as long as Rugby Canada leases the building and its primary purpose is the training of athletes.
- 6.2 **Rugby Canada Contributions.** Rugby Canada will, during the term of this Agreement, and at its own cost, provide a full time Facility and Program Manager to oversee the day to day operations of the Facility.

## **PART 7 - PAYMENTS**

- 7.1 **By Rugby Canada.** In consideration for the City's contribution of the Lands and capital to the construction of the Facility, and the use of the Facility by Rugby Canada, Rugby Canada agrees to:
- (a) open the Facility to other community sports teams and athletes for training purposes as scheduling permits at the discretion of Rugby Canada in accordance with schedule H to the Lease;
  - (b) pay a net annual fee of \$100,000 payable over 12 equal monthly installments for the duration of the term. This amount is considered as lease payments and a return of the capital expenditure of \$1.5 Million by the City in the construction of the Facility.
- 7.3 **Naming Rights.** The City agrees that Rugby Canada will retain all naming and marketing rights for the Facility for purposes of its sponsorship and monetization program during Rugby Canada's occupancy. The City agrees to recognize the

future rights of the Facility in its communications and materials. This will include titling rights for the Facility building and naming rights within the Facility. In consideration for this, the City will receive access to marketing materials for promotional and tourism purposes as outlined in a future non-commercial licensing agreement, prominently acknowledging the City's contributions in Rugby Canada marketing materials

## **PART 8 - TERM**

- 8.1 **Term.** Other than in the event of a default under this Agreement, this Agreement is for fifteen (15) years commencing on the Commencement Date and ending on December 31, 2033 (the "Expiry Date"). The Lease term will be the same as the term of this Agreement.

## **PART 9 – ADDITIONAL OBLIGATIONS OF RUGBY CANADA**

- 9.1 **Rugby Canada Obligations.** Rugby Canada agrees that it will, during the Term of this Agreement;
- (a) Ensure due diligence and good stewardship in managing and operating the Facility;
  - (b) Nominate an individual to participate in the Oversight Committee in accordance with the Terms of Reference set forth in Schedule "B" hereto;
  - (c) Develop, implement, advertise, promote and operate all programming in the Facility that meets the shared mission and vision of Rugby Canada and the City;
  - (d) Abide by the Guiding Principles set forth in Schedule "A";
  - (e) Provide adequate staff, equipment and supplies to operate the Facility and programming. It should be noted that the staff, equipment and supplies are of a nature to support High Performance athlete development and may limit common community access. Rugby Canada retains the right to withhold access to some equipment and supplies that are meant specifically for the training of Rugby athletes;
  - (f) Provide and supervise all human resource functions as they relate to the Facility, employ all personnel working at the Facility, and operate all volunteer services used for or in the Facility;
  - (g) Maintain all records pertaining to the Facility in accordance with the City of Langford Records Management Policies and Procedures for City owned facilities, and report on matters arising from such records at regularly scheduled Oversight Committee meetings;

- (h) Maintain liability insurance as set forth hereunder;
- (i) On a bi-annual basis, deliver to the City the Report relating to the operation and management of the Facility. The Reports will be for the period January 1 – June 30 of each year and July 1- December 31 of each year. The Report will be given to the City within thirty days of the end of the Reporting period,
- (j) At its own expense, comply with all laws, bylaws, ordinances, regulations and the directive of any public authority having jurisdiction affecting the operation of the Facility or its use by Rugby Canada;
- (k) Immediately notify the City of any occurrence or any event which could reasonably be expected to expose the City to material liability of any kind, whether under this Agreement or otherwise;
- (l) Actively promote the sport of Rugby in the City on a regular and ongoing basis;
- (m) In conjunction with the City, attempt to bring national and international competitions to the Langford community and extended Victoria community if additional facilities and resources are required.
- (m) Arrange for staff and players to attend local community events / outreach programs and to work with City officials to integrate and work within the community as appropriate and available.

## **PART 10 - INSURANCE**

**10.1 Insurance Requirements.** Rugby Canada will, throughout the Term at its sole cost and expense, take out and keep in full force and effect the following insurance pursuant to this Agreement:

- (a) comprehensive general liability insurance related to the Facility with inclusive limits of not less than Three Million (\$3,000,000 ) Dollars per occurrence;
- (b) automobile liability insurance on all vehicles owned or operated by Rugby Canada with limits of not less than Two Million (\$2,000,000.00) Dollars inclusive per occurrence for bodily injury, death and damage to property;
- (c) any other form of insurance as Rugby Canada or the City may reasonably require from time to time in form, in amounts and for insurance risks against which a prudent operator of a similar facility under similar circumstances and risks would insure. These will be discussed in an

insurance review which will be a standing item in the oversight committee on-going agenda; and

(d) insurance as may be required by the Lease.

10.2 **Additional Insured.** Rugby Canada will cause each insurance policy referred in to subsection 10.1 (a) to name the City as an additional insured party with respect to the operations and activities of Rugby Canada in providing the Services and such policies will contain:

- (a) a waiver of any subrogation rights which Rugby Canada's insurers may have against the City;
- (b) a severability of interests clause or a cross liability clause;
- (c) a clause stating that Rugby Canada's insurance policy will be considered as the primary insurance and will not call into contribution any other insurance that may be available to the City; and
- (d) an undertaking by the insurers to notify the City in writing of any material change, cancellation or termination of any provision of any policy, not less than thirty (30) days prior to the material change, cancellation or termination thereof.

10.3 **Licensed Insurers.** Rugby Canada will cause all policies to be taken out with insurers registered in the Province of British Columbia and in such form and content as acceptable to the City acting reasonably.

10.4 **Copies.** Certified copies of each such insurance policy, will be delivered to the City on demand.

10.5 **No Restriction.** The acquisition and maintenance by Rugby Canada of the insurance policies required pursuant to this Agreement will not, in any manner whatsoever, limit or restrict the liability of Rugby Canada to the City under this Agreement or the ability of the City to enforce their rights as against Rugby Canada under this Agreement.

## **PART 11 - LIABILITY AND INDEMNITY**

11.1 **Indemnity by Rugby Canada.** Rugby Canada will at all times and without limitation, indemnify and save harmless the City and its councilors, directors, officers, employees, agents and representatives from and against all liabilities, losses, costs, damages, legal fees (on a solicitor and his own client full indemnity basis), disbursements, fines, penalties, expenses, all manner of actions, causes of action, claims, demands and proceedings, all of whatever nature and kind which the City or their respective councilors, directors, officers, employees, agents and

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

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

11.2 **Notice of Claim.** The City will give to Rugby Canada written notice of any liability, loss, costs, damage, legal fees, disbursements, fines, penalties, expenses, actions, claims, demands and proceedings for which Rugby Canada may be liable under this section 11 within a reasonable period of time after the City becomes actually aware of same. Rugby Canada will be entitled, at its expense and acting reasonably (as determined by the City) to participate in any negotiations, to assume the defense of any action or proceeding and to settle for monetary damages any claim in respect of which indemnification is sought under this section 11. Rugby Canada will not settle or compromise any such claim without the prior written consent of the City. The provisions of this section 11 are in addition to and will not prejudice any other rights of the City and their respective councilors, directors, officers, employees, agents and representatives at law or in equity.

11.3 **Indemnity by the City.** The City will at all times and without limitation, indemnify and save harmless Rugby Canada and its, directors, officers, employees, agents and representatives from and against all liabilities, losses, costs, damages, legal fees (on a solicitor and his own client full indemnity basis), disbursements, fines, penalties, expenses, all manner of actions, causes of action, claims, demands and proceedings, all of whatever nature and kind which Rugby Canada or its directors, officers, employees, agents and representatives may sustain, pay or incur or which may be brought or made against all or any of them, and whether or not incurred in connection with any action or other proceedings or claims or demands made by third parties, with respect to any occurrence, event,

incident or matter caused by, and/or arising as a direct or indirect result of:

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

**11.4 Notice of Claim.** Rugby Canada will give to the City written notice of any liability, loss, costs, damage, legal fees, disbursements, fines, penalties, expenses, actions, claims, demands and proceedings for which Rugby Canada may be liable under this section 11 within a reasonable period of time after Rugby Canada becomes actually aware of same. The City will be entitled, at its expense and acting reasonably (as determined by Rugby Canada) to participate in any negotiations, to assume the defense of any action or proceeding and to settle for monetary damages any claim in respect of which indemnification is sought under this section 11. The City will not settle or compromise any such claim without the prior written consent of Rugby Canada. The provisions of this section 11 are in addition to and will not prejudice any other rights of Rugby Canada and their respective directors, officers, employees, agents and representatives at law or in equity.

**11.5 Survival.** The indemnities given in the section 11 will survive termination or expiry of this Agreement.

## **PART 12 - REPRESENTATIONS AND WARRANTIES OF THE PARTIES**

**12.1** Each of the parties represents and warrants as follows:

- (a) Each of the parties has the full legal right, power and authority to enter into and perform its obligations under this Agreement;
- (b) This Agreement has been duly authorized, executed and delivered by all necessary actions of each of the parties and constitutes a legal, valid and binding obligation of the City and Rugby Canada in accordance with its terms;

- (c) The execution and delivery of this Agreement by the parties and the performance of the obligations by the City and Rugby Canada does not conflict with or violate or result in a material breach of law, regulation or by-law or conflict with, violate or result in a material breach of any term or condition of any order, judgement, decree, agreement or other instrument to which either is a party; and
- (d) Rugby Canada will abide by its Constitution, Bylaws and other enabling legislation requirements and will remain in good standing as a society in British Columbia.

## **PART 13 - DEFAULT AND TERMINATION**

- 13.1 **By the City.** The City may, in its sole discretion, terminate this Agreement in the event of a Substantial Breach that has not been cured by Rugby Canada within the time specified by the City in writing specifying the Substantial Breach, unless the Substantial Breach is arises under Article 1.1 (i) i. or ii, in which case the City may terminate this Agreement and the Lease Agreement immediately without notice.
- 13.2 **By Rugby Canada.** Rugby Canada may, in its sole discretion, terminate this Agreement at any time in the event the City fails to observe and perform any of the covenants, agreements, provisos, conditions, rules, regulations and other obligations on the part of the City to be kept, observed and performed under this Agreement and the breach or failure continues and is not cured within thirty (30) days after Rugby Canada has given the City notice of the breach or failure.
- 13.3 **Termination.** In the event of termination of this Agreement for any reason, either at or before the Expiry Date:
- (a) The Lease Agreement for the Lands and Facility will also immediately terminate under the termination provisions in the Lease.
  - (b) Any other amounts due to the City by Rugby Canada are forthwith due and payable.
  - (c) The City may, at its sole discretion and without any obligation to do so, purchase any or all of the equipment, furnishings and fixtures used by Rugby Canada in operating and managing the Facility as of the date of termination, other than equipment or furnishings acquired through sponsors donations, and provided that equipment and furnishings being purchased are free and clear of all encumbrances. The value of said equipment may be required to be appraised by a third party.
  - (d) Subject to the above, Rugby Canada will be released from any obligations or liabilities under this Agreement save and except for any breach of the

Agreement resulting in damages to the City that occurred prior to the date of termination;

## **PART 14 – RIGHT TO PURCHASE LAND AND FACILITY**

### **14.1 Right to Purchase Lands and Facility.**

- (a) Provided Rugby Canada has complied with the terms and conditions of this Agreement, the Lease Agreement and the Loan Agreement, and is in good standing at the end of the Term, Rugby Canada shall have the right to purchase the Land and Facility from the City for \$1,000,000.00 plus GST if applicable.
- (b) Provided all amounts due and owing to the City under this Agreement, the Lease Agreement and Loan Agreement have been paid in full up to the date of exercise, Rugby Canada shall have the right to purchase the Lands at any time prior to the Expiry Date provided that notice has been given in accordance with clause 14.2 below.
- (c) If the Loan and interest outstanding have not been paid within one (1) year after the Final Payment Date, the right to purchase the Land and Facility may, at the option of the City, be revoked.
- (d) Upon purchase, Rugby Canada will acquire full ownership of the Lands and Facility. Subject to Article 14.5 below, Rugby Canada will be released from any further restrictions regarding use of the Facility.

**14.2 Notice of Intention.** Notice of not less than six (6) months must be given to the City of Rugby Canada's intention to purchase the Lands and Facility.

**14.3 Notice of Intention to Purchase Irrevocable.** A Notice of Intention to purchase the Lands and Facility will serve as an irrevocable and binding contract for the purchase and sale of the Lands and Facility at and for the price set out in this Agreement.

**14.4 Compliance with Disposition.** If the City receives written notice of the intention to purchase the Land and Facility, the City will take all steps necessary to satisfy its requirements relating to the disposition of City owned lands.

**14.4 Possession and Adjustment.** The possession and adjustment date will be the day set out in the Notice of Intention or such date as the parties may determine.

**14.5 Section 219 Covenant.** Concurrently with a transfer of the Lands to Rugby Canada, Rugby Canada will grant to the City a covenant under section 219 of the *Land Title Act* (or any successor legislation), restricting the use of the Lands to a

use consistent with use of a training facility for high performance athletes or other such use as the City may accept or determine at the time of transfer.

## **PART 15 - FORCE MAJEURE**

- 15.1 **No Default.** Neither party will be liable to the other for default or delay in performance of any of its obligations under this Agreement (except an obligation to make payment when due) in the event of a Force Majeure. Such party will be excused from performance only during the period and to the extent that the affected party, acting with all due diligence and dispatch, is prevented from performing by Force Majeure.

## **PART 16 - DISPUTE RESOLUTION**

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

## **PART 17 – NOTICE**

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

## **PART 18 - GENERAL PROVISIONS**

- 18.1 **Independent Contractor.** This Agreement is a partnering agreement in accordance with section 21 of the *Community Charter*. The parties have entered

into this agreement at arm's length for the provision of services as set out in this Agreement, and Rugby Canada acknowledges it is an independent contractor and not an employee of the City. Further, nothing in this Agreement makes the City and Rugby Canada joint venturers.

- 18.2 **Lease Required.** The parties agree that the execution and delivery of the Partnering Agreement is conditional upon the parties entering into a Lease for the possession and operation of the Facility.
- 18.3 **No Agency.** Nothing in this Agreement gives Rugby Canada any authority, as agent or otherwise, to enter into on behalf of the City, or bind the City in any way to, any contracts or other legal obligations and no contracts or other legal obligations entered into by Rugby Canada will affect or bind the City unless the City has signified its intention to be bound by an instrument in writing signed by the authorized signatory signatories of the City.
- 18.4 **No Representation.** Rugby Canada will not indicate, represent or otherwise suggest in its dealings with any person, contractually or otherwise, that Rugby Canada is acting as agent of the City or has any authority to bind the City in any way without the express written consent of the City first had and obtained.
- 18.5 **Appoint Representative.** During the Term, each of the parties will appoint a representative to sit on the Oversight Committee for all matters and obligations of the parties as required by this Agreement. Each party will advise the other party in writing of the name, telephone number and facsimile number of its representative and each party may change its representative by notice in writing to the other.
- 18.6 **No Modification.** No term or provision of this Agreement may be terminated, amended, modified, waived or supplemented orally, but only with an instrument in writing executed by both parties.
- 18.7 **No Waiver.** The failure of the City to insist upon the strict performance of any covenant of this Agreement will not waive that covenant, and the waiver by the City of any breach of any covenant of this Agreement will not waive that covenant in respect of any future or other breach.
- 18.8 **Assignment.** Rugby Canada may not assign this Agreement or its benefits without the prior written consent of the City, at the sole discretion of the City. The City may not assign this Agreement and this Agreement binds any successor of the City.
- 18.9 **Time of the Essence.** Time is of the essence respecting this Agreement.
- 18.10 **Memorandum of Understanding.** This Agreement, the Loan Agreement, and the Lease Agreement attached hereto replace the Memorandum of Understanding

between the parties and constitutes the entire agreements between the parties. Neither the City nor Rugby Canada has given or made representations, warranties, guarantees, promises, covenants or agreements to the other except those expressed in writing in this Agreement.

**18.11 Interpretation.** In this Agreement:

- (a) Reference to the singular includes a reference to the plural, and vice versa;
- (b) Articles and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
- (c) Reference to any enactment includes any regulations, orders or directives made under the authority of that enactment, is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced, unless expressly provided otherwise;
- (d) The provisions of s. 25 of the *Interpretation Act* for the calculation of time apply;
- (e) All provisions of this Agreement are to be interpreted as always speaking;
- (f) Reference to a party is a reference to a party to this Agreement and to their respective successors, permitted assigns, trustees, administrators and receivers;
- (g) Reference to a day, month, quarter or year is a reference to a calendar day, calendar month, calendar quarter or calendar year; and
- (h) Where the word “including” is followed by a list, the contents of the list are not intended to limit the generality of the preceding expression.

**18.12 Counterparts**

This Agreement may be executed in counterparts, and each executed counterpart will be considered to be an original. All executed counterparts taken together will constitute this Agreement.

**18.13 Enurement.** This Agreement is binding upon and enures to the benefit of the parties and their respective successors and permitted assigns.

**LEFT BLANK INTENTIONALLY**

**THE NEXT PAGE IS THE SIGNATURE PAGE**

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

**CITY OF LANGFORD**

by its authorized signatories:

---

Mayor:

---

Clerk/Administrator

**THE RUGBY UNION OF CANADA**

by its authorized signatories:

---

Name:

---

Name:

## **SCHEDULE “A” GUIDING PRINCIPLES**

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

The parties agree to provide safe and high quality facilities and programs to ensure that both the needs of Rugby Canada and the Langford community, within the framework of this Agreement, are being met. Rugby Canada will endeavour, as part of the operation of the facility to provide access to the training facility to the public and facility time permits as is more specifically dealt with schedule H to the Lease.

Subject to the terms of this Agreement, Rugby Canada will have the sole authority to operate the Facility in keeping with its non-profit mandate.

Policy and governance issues relating to the operation of the Facility will be the responsibility of Rugby Canada.

There shall at all times be open and honest communications between the parties with a view to solving all differences and problems that may arise by way of consensus. An oversight committee will be formed to ensure regular communication.

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

The City recognizes that Rugby Canada may endeavour to acquire donations or raise funds towards specific programs adhering to the philosophy of Rugby Canada and that Rugby Canada may receive contributions specifically designated by the donor to Rugby Canada, and that such contributions will not affect the financial obligations of the City made in this Agreement.

**SCHEDULE “B”  
TERMS OF REFERENCE  
OVERSIGHT COMMITTEE**

1. **Establishment.** The City and Rugby Canada shall form a joint committee to be known as the “Rugby Canada Facility Oversight Committee”.
2. **Membership.** The Committee shall consist of at least one (1) member designated by the City, one (1) member designated by Rugby Canada, and the Facilities Manager employed by Rugby Canada. Each party may designate more than one person to the Committee if so desired.
3. **Purpose and Mandate.**
  - (a) The purpose of the Committee is to oversee general matters in the on-going operation and use of the Facility, including but not limited to who is entitled to participate, uses made of the Facility, maintenance requirements, insurance requirements, priorities for the next ensuing year, and any incidences or matters of concern to the City and Rugby Canada.
  - (b) Rugby Canada will provide to the Committee on an on-going basis a calendar of activities for purposes of the Committee’s reporting requirements to the parties.
  - (c) Each of the parties will provide to the Committee any information or inquiries the party wishes to discuss at a Committee meeting.
  - (d) The Committee is advisory in nature and is a reporting Committee only. The Committee does not have the power to make decisions regarding the Facility, but may, in its reporting, provide recommendations to the parties on any matter relating to the on-going operation of the Facility.
  - (e) Develop a Maintenance Plan.
  - (f) Develop rental agreements for community groups for use of the Facilities based on similar agreements used by the City in other recreational facilities within 90 days of the Commencement Date.
4. **Reports.** The Committee is responsible for preparation of the bi-annual report to the City referred to in Article 9.1(i) of this Agreement, and any other reports, statistical or otherwise, the City or Rugby Canada may require.
5. **Governance.** At its first meeting each year the Committee will appoint a Chair, a Vice-Chair, and recording secretary. The Chair will chair all meetings, and in his or her absence the Vice – Chair will chair the meetings. The Committee may

request an employee of the City or Rugby Canada act as recording secretary and to maintain records of the meetings on the Committee's behalf. The committee shall produce at its first meeting a standing agenda of items to be discussed at each subsequent meeting together with an opportunity for each party to raise new issues.

6. **Meetings and Location.**

- (a) The Committee shall meet at least three (3) times a year in the first two (2) years of operation of the Facility, and at least two (2) times per year in each subsequent year.
- (b) All meetings will be held at a place determined by the Committee within the City of Langford.
- (c) Meetings will be held at the call of the Chair, with written notice provided to Committee Members not less than fifteen (15) days from the date of the meeting.
- (d) In the event notice is not provided, attendance at a meeting of the Committee by a Committee Member is a waiver of notice of such meeting.
- (e) any Committee Member may call a meeting if there is an urgent matter that requires such meeting, and in such event the meeting shall take place within three (days) of the call of the meeting by that Committee Member.

7. **Quorum.** A quorum for purposes of a meeting is at least one member from each of the City and Rugby Canada, and the Facilities Manager.

**SCHEDULE “C”  
DISPUTE RESOLUTION PROCEDURES**

1. **Notification of Dispute Resolution.** The parties shall inform one another if there is a need to move to a formal dispute resolution procedure.
2. **Continuing Obligations.** In any dispute resolution procedure, the parties will continue to perform their obligations unless this Agreement is lawfully terminated or expires.
3. **Mediation.** If a dispute cannot be resolved by mutual agreement within a time period satisfactory to the party raising the dispute, that party may submit the dispute for mediation. Where a matter is referred to mediation, the parties will agree upon a mediator within a reasonable period of time, which will be a member of the mediators and arbitrators society of British Columbia;
  - (a) During a mediation process, no action will be taken by either party to commence arbitration;
  - (b) No proposal or concession made by a party during mediation may be used by either party in any subsequent proceedings. The mediator may not be called as a witness in any subsequent proceedings by either party;
  - (c) The parties will equally share the cost of the mediator;
  - (d) Should mediation fail to result in a resolution of the dispute within fifteen (15) days after the first meeting with the mediator, either party may submit the dispute for arbitration;
4. **Arbitration.** Arbitration will be conducted in accordance with the following terms:
  - (a) The parties will mutually agree on a single designated professional arbitrator through the British Columbia Mediation and Arbitration Institute;
  - (b) The parties will act in good faith in selecting the arbitrator who is objective and suitably qualified to deal with the arbitration matters;
  - (c) The arbitration will take place in the City of Langford;
  - (d) The decision of the arbitrator will be a final determination of the issues and be binding upon the parties. Any written award or decision of the arbitrator will not repeat or recite any evidence which is proprietary or confidential to either party;

- (e) The cost of the arbitration will be borne by the parties as may be specified in the arbitrator's decision, or if no apportionment is specified, then the parties will share in the cost of the arbitration equally;
- (f) Except as modified herein, the provisions of the *Arbitration Act* applicable to the arbitration will govern the arbitration process.

**SCHEDULE “D”  
CONSTRUCTION PLANS**

**Within 90 days of the Commencement Date, the City shall provide the Rugby Canada with as built plans for the Facility.**

See attached

**SCHEDULE “E”  
LEASE**

See attached

**SCHEDULE “F”  
LOAN AGREEMENT**

See attached

**SCHEDULE “G”**  
**FORM OF MAINTENANCE PLAN**

At a minimum the Maintenance Plan shall be that required by the various manufactures of constituent parts of the Facility. The Maintenance Plan shall be delivered to the City and Rugby Canada within 90 days of the Commencement Date and amendments to the Maintenance Plans shall also be delivered to the City and Rugby Canada with 90 days of the amendment being made. A report regarding the work done regarding the Maintenance Plan shall be delivered annually to the City and Rugby Canada.

## LEASE

**THIS LEASE IS ENTERED INTO IN CONJUNCTION WITH A PARTNERING AGREEMENT BETWEEN THE CITY OF LANGFORD AND RUGBY CANADA FOR THE OPERATION OF THE CITY OWNED FACILITY REFERRED TO AS THE CENTER OF EXCELLENCE – HIGH PERFORMANCE CENTER**

**THIS LEASE** dated for reference the 31<sup>st</sup> day of December, 2017

### **BETWEEN:**

**CITY OF LANGFORD**

2nd Floor, 877 Goldstream Avenue  
Langford, British Columbia  
V9B 2X8  
(the “Landlord”)

**OF THE FIRST PART**

And:

**THE CANADIAN RUGBY UNION**

3024 Glen Lake Road  
Victoria, British Columbia V9B 4B4  
(the “Tenant”)

**OF THE SECOND PART**

### **WHEREAS:**

- A. The Landlord is the registered owner of certain Lands located in the City of Langford upon which a building for use by the Tenant as its Rugby Canada *Center of Excellence – High Performance Center* (the “Facility”) is or will be situated;
- B. The Facility will be operated by the Tenant as its sole occupant, who will use the Facility for the use and promotion of the sport of rugby in Langford, including training and weight facilities, coaching facilities, a medical clinic, meeting rooms, locker rooms, storage facilities, dining area, reception area, trophy area, players’ lounge, overnight accommodation suites, and office space;
- C. The Landlord has agreed to construct the Facility on the Lands (the Lands and Facility collectively the “Facility”) and to lease the Facility to the Tenant upon the terms and conditions hereinafter set forth herein;
- D. The lease will be net to the Landlord for any cost of operation or maintenance of the Facility other than as set forth herein;

**NOW THEREFORE** in consideration of the rents, covenants, agreements and conditions contained herein, the parties' agree as follows:

## ARTICLE 1 - BASIC TERMS, SCHEDULES AND DEFINITIONS

### 1.1 Basic Terms

|                                                                       |                                                                                                                                                           |
|-----------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|
| (a) Landlord:<br><br>Facsimile No.                                    | CITY OF LANGFORD<br>2nd Floor, 877 Goldstream Avenue<br>Langford, British Columbia V9B 2X8<br><br>250 391-3178                                            |
| (b) Tenant:<br><br>Facsimile No. :                                    | THE CANADIAN RUGBY UNION<br>3024 Glen Lake Road<br>Victoria, British Columbia V9B 4B4                                                                     |
| (c) Legal Description of the Lands:<br><br>Municipal Address          | Parcel Identifier: 029-923-514<br>Legal Description:<br>Lot 1 Section 81 Esquimalt District Plan EPP64456<br><br>3019 Glen Lake Road, Victoria BC V9B 4B4 |
| (d) Rentable Area:                                                    | 20,000 square feet (approx.)                                                                                                                              |
| (e) Term                                                              | 15 years commencing on the Commencement Date and ending on December 31, 2033 unless earlier terminated.                                                   |
| (f) Period for Landlord's Work                                        | Completed by December 31, 2017                                                                                                                            |
| (g) Period for Tenant's Fixturing                                     | December 1, 2017 to January 1 2018                                                                                                                        |
| (h) Commencement Date:                                                | January 1, 2018                                                                                                                                           |
| (i) Annual Base Rent:                                                 | \$100,000 per year (+ GST if applicable) for 15 years                                                                                                     |
| (j) Additional Rent                                                   | All taxes and operating expenses of the Facility                                                                                                          |
| <del>(k) intentionally left blank</del>                               |                                                                                                                                                           |
| (l) Base Rent Payment per month:                                      | \$8,333.33 per month                                                                                                                                      |
| (m) Landlord's Property Manager Representative:<br><br>Telephone No.: | Cory Manton<br>Manager Parks and Recreation<br><br>(250) 391-3162                                                                                         |
| (n) Tenant's Property Manager Representative:<br><br>Telephone No.:   |                                                                                                                                                           |

The foregoing Basic Terms are approved by the parties. Each reference in this Lease to any of the Basic Terms will be construed to include the provisions set forth above as well as all of the additional terms and conditions of the applicable sections of this Lease where such Basic Terms are more fully set forth.

### 1.2 Schedules

All Schedules to this Lease are incorporated into and form an integral part of this Lease and are as follows:

- Schedule A - Definitions
- Schedule B - Landlord and Tenant Responsibilities

Schedule C - Landlord's Work  
Schedule D - Tenant's Improvements  
Schedule E - Tenant's Fixturing  
Schedule F - Floor Plans of the Facility  
Schedule G - Plans and Specifications  
Schedule H - Community Access and Use

### **1.3 Definitions**

In this Lease, the words, phrases and expressions set forth in Schedule "A" are used with the meanings defined therein.

## **ARTICLE 2 - THE FACILITY**

### **2.1 The Facility**

The Landlord hereby demises and leases to the Tenant and the Tenant hereby leases from the Landlord the Facility subject to the terms and conditions set out in this Lease.

### **2.2 Completion of the Facility**

The Landlord will notify the Tenant in writing as soon as the Landlord has completed the Landlord's Work in respect of the Facility. In the event that the Landlord has not completed all such work on or before the specific date referred to in section 1.1(f) above the Tenant agrees to grant to the Landlord an extension of up to ninety (90) days to complete the Landlord's Work. Notwithstanding the extension of the time to complete the Landlord's Work, the Tenant shall be responsible for the rent owed under the lease unless the Landlord's Work materially affects the Tenant's ability to use the Facility and in such case the Landlord and the Tenant agreed to negotiate a reasonable rent abatement to compensate the Tenant.

## **ARTICLE 3 - TERM**

### **3.1 Term**

The Term of this Lease will be for the period set out in subclause 1.1 (e), beginning on the Commencement Date and terminating at the expiry of the Term unless earlier terminated.

## **ARTICLE 4 - RENT**

### **4.1 Rent**

The Tenant will yield and pay to the Landlord at such place as the Landlord may direct in writing during the Term, in lawful money of Canada, on the days and at the times hereinafter specified, Rent which will include the aggregate of the sums specified below:

- (a) **Annual Base Rent.** Annual Base Rent in the amount per annum set out in subclause 1.1(i) for each respective year during the Term.
- (b) **Additional Rent.**
  - i. All Taxes payable on the Lands and Facility (if any);
  - ii. All Operating Costs; and
  - iii. Any other amounts, charges, costs and expenses as are required to be paid by the Tenant to the Landlord pursuant to this Lease in addition to Annual Base Rent.

#### **4.2 Payment of Rent**

The Rent provided for in this Article 4 will be paid by the Tenant as follows:

- (a) **Annual Base Rent.** The Annual Base Rent will be paid in equal consecutive monthly instalments in advance on the first day of each and every month during the Term, commencing on the Commencement Date, as set out in subclause 1.1(h).
- (b) **Additional Rent.** The Tenant will be liable and responsible for all additional Taxes (if any) and all Operating Costs for the Facility for its own account.

#### **4.3 Set-Off**

Without restricting any right of set-off given or implied by law, the Tenant may set off against the Rent or against any other sums payable hereunder to the Landlord, any amount payable by the Landlord to the Tenant hereunder and, without restricting the generality of the foregoing, the Tenant may, when making payment of Rent or of any other sum, withhold an amount which is equal to any amount which is then payable to the Tenant by the Landlord under this Lease or which, by virtue of the right of set off, may be retained by the Tenant.

### **ARTICLE 5 - LANDLORD'S GENERAL COVENANTS**

#### **5.1 Covenants**

The Landlord covenants with the Tenant as follows:

- (a) **Quiet Enjoyment.** Provided the Tenant pays the Annual Base Rent and Additional Rent hereby reserved, and performs the covenants on its part contained herein and in the Partnering Agreement the Tenant will and may peaceably possess and enjoy the Facility for the Term hereby granted, without any interruption or disturbance from the Landlord or any other person or persons lawfully claiming by, from, through or

under the Landlord, subject, nevertheless, to the terms, covenants and conditions of this Lease and Partnering Agreement.

(b) Intentionally deleted

(c) Landlord's Obligation to Repair. To keep in good and reasonable state of repair:

i. The Facility including the foundation, roof, exterior walls including glass portions thereof, and the systems provided for bringing utilities to the foundations of the Facility; and

ii. The structural elements of the Facility.

(d) Landlord's Insurance. The Landlord will, without limiting its obligations or liabilities herein and at its own expense, provide and maintain the following insurances with insurers licensed in British Columbia or Canada and in forms and amounts acceptable to the Tenant:

i. "all risks" property insurance, including earthquake coverage if such coverage is available at a cost that a prudent owner would pay therefore, and coverage for sprinkler leakage and other water damage on the Facility (including the Tenant Improvements) in an amount that is not less than the full replacement cost of the Facility, together with boiler and machinery insurance, if necessary (which will include loss if use and loss or damage caused by rupture of steam pipes), in such amounts and with such deductibles as are normally effected by reasonably prudent owners of properties similar to the Facility (for the purposes of this paragraph, replacement cost will be determined by the Landlord acting reasonably at the time the insurance is initially obtained and will thereafter be determined by the Landlord at least once every 12 months, and the Landlord will promptly notify the Tenant in writing of each such determination, it being the intention of the parties that in the event of any damage or destruction to the Facility, sufficient insurance funds will be available to repair or rebuild the Facility, including increased costs due to the then applicable Building Codes and authorities having jurisdiction;

ii. Each and every policy of property insurance maintained by the Landlord will provide for a waiver of the insurer's right of subrogation against the Tenant and those for whom the Tenant is or are responsible in law; and

iii. Commercial General Liability in an amount not less than \$3,000,000 inclusive per occurrence insuring against bodily injury, personal injury, property damage and, liability assumed under contract. The Tenant is to be an additional insured under this insurance and this insurance will be endorsed to provide the Tenant with 30 days advance written notice of cancellation or material change. This insurance must include a cross liability and severability of interest clauses.

The Landlord will provide the Tenant with evidence of all required insurance prior to the commencement of the services, and from time to time as requested by the Tenant, in the form of a completed Province of British Columbia Certificate of Insurance. When requested by the Tenant, the Landlord will provide certified copies of required insurance policies.

- (e) Climate Control. The Landlord will provide to the Facility by means of a system for heating, cooling, filtering and circulating air and processed so as to ensure that the Facility are maintained in conditions of reasonable temperature and comfort in accordance with good standards of interior climate control.
- (f) Compliance with Laws. The Landlord will comply at all times during the Term hereof with all laws, statutes, bylaws, ordinances, regulations or other lawful requirements of any governmental authority having jurisdiction which are in respect of the Facility, and the Landlord warrants and covenants that the Facility comply as of the date of this Lease and will comply at all times during the Term with all such laws, statutes, bylaws, ordinances, regulations and other lawful requirements.

Intentionally left blank

- (h) Additional Services. If the Tenant requires any additional services within the Facility or wishes to move furniture or equipment or make repairs or alterations within the Facility or requires other services in the Facility, then the Tenant may, at its option, request the Landlord, by way of Additional Services, to provide or have its contractors provides such services. The cost of Additional Services provided will be paid to the Landlord by the Tenant from time to time within thirty (30) days of receipt of invoices therefore from the Landlord.
- (i) Parking. The Landlord agrees to make available to the Tenant for its own use all parking stalls designated by the Landlord on the Lands and any locations available off-site for use by staff, players, coaches and the general public. Parking stalls required for staff will be marked as such. Designated stalls will be accessible and available for use seven (7) days of each and every week and twenty four (24) hours per day. The number of parking stalls offered to the Tenant may be adjusted at any time by the Landlord, acting reasonably.
- (j) Copies of Drawings. On completion of the Landlord's Work, the Landlord, will at the Tenant's request and cost, supply to the Tenant a set of as-built drawings of the Facility in a format as required by the Tenant.

## **ARTICLE 6 - TENANT'S COVENANTS**

### **6.1 Covenants for Payment**

The Tenant covenants with the Landlord:

- (a) To pay to the Landlord the rent hereby reserved, in the manner hereinbefore mentioned, and all other monies payable by the Tenant to the Landlord under the provisions of this Lease without any deduction abatement or set-off whatsoever, other than as permitted herein;
- (b) To pay to the Landlord, the Additional Rent and Taxes (if any) without any deduction for set-off or abatement to the Landlord, other than as provided for herein;
- (c) The amount of any and all items of Additional Rent and Taxes which the Tenant is to pay may be estimated by the Landlord. The Tenant agrees to pay to the Landlord the amount of such estimate in monthly instalments, in advance, in amounts specified by the Landlord, acting reasonably, on the dates and at the times for payment of the Base Rent provided for in the Lease. As soon as reasonably possible after the end of the year for which such estimated payments have been made, the Landlord will make a final determination of the Additional Rent and Taxes (if any) for such year and notify the Tenant of the actual amount to be paid as Additional Rent. If necessary, an adjustment will be made between the parties and any money owing by or to one party will be paid or credited within 30 days of such notice.
- (d) To pay by way of Additional Rent as and when they fall due:
  - i. All taxes (if any), licence fees, assessments, or other charges levied or imposed by any provincial, municipal, school, or any other authority against the Landlord or against the Lands for or on account of the business conducted by the Tenant or any other person in the Facility;
  - ii. All taxes (if any), assessments, and other charges levied or imposed against or otherwise attributable to the Tenant's improvements, chattels, fixtures, and equipment and the Tenant will be liable to pay these taxes, rates and assessments whether the Tenant is in possession of the Facility for the whole of any year or only a part thereof;
  - iii. All taxes (if any), fees, assessments or other charges assessed or levied against the Landlord will be paid by the Tenant to the Landlord as frequently as the same are payable by the Landlord to the appropriate authorities; and
  - iv. These taxes, fees, assessments or other charges will be paid to the Landlord within thirty (30) days after receipt of notice of these taxes, fees or assessments or other charges from the Landlord;
- (e) To pay, when due, all rates and charges for electricity, gas, water, sewer, heat, power, telephone, and all other public or private utilities and services supplied at any time to the Facility;

- (f) That all monies payable by the Tenant to the Landlord under this section (other than GST) will be construed as rent and the Landlord may distrain therefore;
- (g) To indemnify and keep indemnified the Landlord in respect of all loss, costs, charges, and expenses occasioned by or arising from the non-payment of any Additional Rent assessed against the Tenant or any subtenant or licensee or other persons by reason of its occupation or use of the Facility or Lands or any part thereof.
- (h) Use of Facility. The Tenant will use the Facility primarily as the Rugby Canada *Center of Excellence - High Performance Center*. The Tenant will permit other Community Groups usage of the Facility as set out in Schedule H and may not sublet any part of the Facility to a third party without the express written consent of the Landlord.

## 6.2 Covenants to Observe All Terms

The Tenant covenants and agrees with the Landlord as follows:

- (a) Fixtures.
  - i. Provided that the Tenant is not in default hereunder, and with the express written consent of the Landlord, the Tenant may, prior to the Expiry Date, take, remove, and carry away from the Facility any fixtures, fittings, plant, machinery, or other articles in, on or at the Facility in the nature of trade, or Tenant's fixtures and which are owned by the Tenant, but the Tenant covenants that any such removal will not damage the Facility, and in the event of damage the Tenant will make good any repairs required as a result of such removal;
  - ii. At the expiration of the Term, and subject to the rights of the Landlord to purchase from the Tenant any furnishings or equipment at the Expiry Date as set forth in the Partnering Agreement, the Landlord may cause the Tenant to remove such fixtures and machinery installed on the Facility by the Tenant, and to repair any damage caused by such removal.
- (b) Tenant's Insurance. The Tenant will take out and keep in force during the Term and during such other time as the Tenant occupies the Facility, or any part thereof:
  - i. All interior plate glass insurance, for the benefit of the Landlord and the Tenant, covering all plate glass in the Facility, including plate glass windows and doors, in an amount equal to the full insurable value thereof, or in lieu thereof be responsible for the repair or replacement thereof. For greater clarity, excluding all exterior plate glass surfaces;
  - ii. comprehensive general liability insurance against claims for personal injury, death, or property damage of the personal property of the Tenant and its

customers, licencees, sub lessees, agents, contractors and invitees or loss upon, in or about the Facility or Lands or otherwise howsoever arising out of the operations of the Tenant or any person conducting business from the Facility, of not less than \$3,000,000.00 in respect of any one occurrence concerning personal injury, death or property damage and such other insurance as agreed in writing between the Landlord and the Tenant;

- iii. insurance upon property of every description and kind owned by the Tenant, or for which the Tenant is legally liable, or installed by or on behalf of the Tenant, and which is located within the Facility, including, without limitations, stock-in-trade, furniture, fittings, installations, alterations, additions, partitions, fixtures and anything in the nature of a leasehold improvement in an amount of not less than eighty percent (80%) of the full replacement cost thereof, against, all risks, perils, earthquake, flood and sewer back-up. In the event that there will be a dispute as to the amount which comprises full replacement cost, the decision of the Landlord will be conclusive; and
- iv. business interruption insurance, in such amounts as will reimburse the Tenant for loss of earnings attributable to all perils as aforementioned or attributable to prevention of access to the Lands as a result of such perils.

(c) Insurance Policies. The Tenant will obtain all such insurance in at least those amounts set out in subclause (b) or otherwise in those amounts a prudent Tenant of comparable space in a comparable Facility and Lands in the vicinity would obtain and maintain from time to time. All such insurance policies will:

- i. Include the Landlord as an additional insured party;
- ii. Contain a waiver of any right of subrogation or recourse by the Tenant's insurer against the Landlord, or its employees, or agents, whether or not any loss is caused by the act, commission or negligence of the Landlord or its employees or agents;
- iii. Provide that the insurer will endeavour to give the Landlord 30 days prior written notice of cancellation of, material alteration in, or lapse of, any policy;
- iv. Provide that such policies will not be invalidated as they respect the interest of the Landlord by reason of any breach or violation of any warranties, representation, declarations, or conditions by the Tenant contained in the policies. The Tenant will affect all such policies with insurers and upon terms satisfactory to the Landlord, acting reasonably. The Tenant will give the Landlord certified copies of its insurance policies evidencing all insurance and its renewal upon request. The Tenant will pay the premium for each policy. If the Tenant fails to obtain or maintain any such insurance, the Landlord may do

so as the Tenant's agent at the Tenant's cost. The Tenant will review all its policies annually to ensure that they are up to date.

- (d) Notice of Accident. The Tenant will immediately notify the Landlord in case of fire or accident in or on the Facility.
- (e) Notice of Defect or Damage. The Tenant will promptly give the Landlord notice of any defect or damage within the Facility, systems or services for which the Landlord has an obligation under this Lease and which have come to the Tenant's attention. The Landlord agrees that upon completion of its obligation, it will confirm completion to the Tenant in writing.
- (f) Limitation of Landlord's Liability. The Tenant covenants and agrees that the Landlord will not be responsible or liable for:
  - i. any bodily injury to or the death of, or loss or damage to any property belonging to, the Tenant or its employees, invitees, or licensees, or any other person on the Lands for the purpose of attending at the Facility, in or about the Facility, not caused by the actual fault or negligence of the Landlord (or those for whom the Landlord is liable at law); provided that notwithstanding the foregoing, in no event will the Landlord be liable for any subsequent economic, loss or damage;
  - ii. any injury or damage of any nature whatsoever to any persons or property caused by the failure by reason of a breakdown or other cause, to supply adequate drainage, snow or ice removal, or by reason of the interruption of any public utility or other service, or in the event of gas, steam, water, rain, snow, ice, or other substances leaking, issuing or flowing from the water, steam, sprinkler or drainage pipes or plumbing of the Facility or from any other place or quarter, into any part of the Facility or Lands or for any loss or damage caused by or attributable to the condition or arrangement of any electric or other wiring unless directly attributable to a breach of the terms of this Lease by the Landlord; and
  - iii. failure to comply with the obligations of the Landlord when prevented from doing so by strikes, any order or regulation of anybody having jurisdiction, the failure of the supply of any utility required for the operation thereof or any other cause beyond the Landlord's reasonable control, or for indirect or consequential damages or other resulting damages for personal discomfort or illness or injury.
- (g) Acts Conflicting with Insurance. The Tenant will not do or permit to be done any thing or any act which may render void or voidable or conflict with the requirements of any policy of insurance, including any regulations of fire insurance underwriters applicable to that policy, whereby the Facility is insured or which may cause any increase in premium to be paid in respect of that policy or those policies; provided

that the Tenant will not be liable for the negligent or wilful acts or omissions of the Landlord or its agents;

(h) Maintenance and Repair.

- i. The Tenant will, at the Tenant's sole cost and expense, and as set out in Schedule B hereto, keep and maintain the non-structural components of the Facility and improvements it makes to the Facility in good repair, as a careful owner would do, with the exception of reasonable wear and tear and further excepting damage caused by fire, earthquake, explosion and other acts of God which are covered by the Landlord's insurance, provided however that nothing contained herein will obligate the Tenant to put the Facility or any improvements it makes therein in a better state of repair than existed at the commencement of the Term, and all repairs made by the Tenant will be done in a good and workmanlike manner and in accordance with all municipal, provincial and federal regulations having application thereto.
- ii. For greater certainty, all maintenance and repairs to tenant improvements, including but not limited to any pools, sauna's, whirlpools, or hot tubs and all plumbing associated therewith within the Facility are the sole responsibility of the Tenant.

(i) Landlord's Right of Inspection and Request for Repairs. The Tenant covenants and agrees that the Landlord will have the right, upon giving at least 24 hours prior written notice to the Tenant, except in emergency circumstances, to inspect the Facility during the Tenant's usual business hours for the purpose of determining the maintenance of the Facility and the improvements the Tenant makes to the Facility and the Tenant will, at its sole cost, make any repairs to the Facility and any improvements it makes to the Facility when reasonably requested to so do in writing by the Landlord.

(j) Use of Facility. The Tenant covenants and agrees not to use or permit the Facility or any part thereof to be used for any other purpose other than the permitted use herein without the express written consent of the Landlord.

(k) Use, Alterations. The Tenant covenants and agrees not to:

- i. Do or suffer any waste or damage, disfiguration, or injury to the Facility or the fixtures and equipment thereof other than reasonable wear and tear;
- ii. Make, without the prior written consent of the Landlord, such consent not to be unreasonably withheld, any alterations, repairs or improvements to the Facility, and in that regard;
  - a. The Tenant will submit to the Landlord detailed plans and specifications of any work or installation when applying for consent;

- b. Other than with respect to initial Tenant's work, the Landlord reserves the right to recover from the Tenant the reasonable cost of having its architects or engineers examine these plans and specifications;
  - c. Any or all work to be done or materials to be supplied hereunder will be at the sole cost and expense of the Tenant and will be done and supplied and paid for in the manner and according to the terms and conditions, if any, that the Landlord may prescribe; and
  - d. Any connections of apparatus to the electrical, mechanical and heating systems other than a connection to an existing base receptacle or any connection of apparatus to the plumbing lines will be deemed to be an alteration within the meaning of this section.
- (l) Noxious Fumes, Odours. The Tenant will ensure that noxious or objectionable fumes, vapours and odours will not occur beyond the extent to which they are discharged or eliminated by means of the flues and other devices provided in the Facility by the Landlord and will prevent any such noxious or objectionable fumes, vapours and odours from entering into any air conditioning or being discharged into other vents or flues of the Facility.
- (m) Lights and Tubes. The Tenant will at its own expense be responsible for and will maintain and replace from time to time as may be reasonably necessary during the Term of this Lease all light fixtures, tubes, ballasts and starters in the Facility.
- (n) Glass and Locks. The Tenant will at its own expense replace or repair, under the direction and to the reasonable satisfaction of the Landlord, acting reasonably, the glass, locks and trimmings of the doors and windows in or upon the Facility which become damaged or broken except any glass, locks or trimmings damaged or broken by the Landlord, its employees, agents or contractors.
- (o) Garbage Containers. The Tenant will place in containers of a type approved by the Landlord acting reasonably all garbage and refuse and will be responsible for the removal from the Facility all such garbage and refuse.
- (p) Rules and Regulations. The Tenant agrees to observe, and cause its employees, invitees, and others over whom the Tenant can reasonably be expected to exercise control, to observe the reasonable rules and regulations hereinafter made by the Landlord respecting the use of the Lands and Facility which if made will be incorporated into and form part of this Lease.
- (q) Compliance With Laws, Etc. The Tenant covenants and agrees that it will promptly, at its expense, comply with and observe the requirements of all statutes, bylaws, laws, regulations and orders at any time in force during the Term hereof which are applicable to the Tenant or the condition, maintenance, use or occupation of the

Facility by the Tenant, including any regulation, order or requirement of any fire underwriters association or any similar body having similar functions and of any liability or fire insurance company by which the Landlord and Tenant or either of them may be insured at any time during the Term hereof, whether or not that statute, bylaw, law, regulation, ordinance or order be of a kind now existing or within the contemplation of the Landlord or the Tenant, and in so doing, the Tenant will be required at its expense to make any necessary alterations, repairs, additions or deletions in, on, or to the Facility or any parts thereof and any equipment, machinery, or other facilities in, on, upon, or used in connection with or appurtenant to the Facility any part thereof.

- (r) Assigning. The Tenant covenants and agrees not to assign, sublet, transfer, mortgage, or set over or otherwise by any act or deed to any person or persons, without the consent in writing of the Landlord first had and obtained, which consent may be ~~not be unreasonably withheld or delayed~~, provided that:
- i. Should the Landlord consent to an assignment, sublet or mortgage, that assignment, sublet or mortgage will not in any way release the Tenant from its obligations as herein contained and the Tenant will execute any documentation that may be reasonably required by the Landlord in order to document that intention;
  - ii. In no event will any assignment, sublet or mortgage to which the Landlord may have consented, release or relieve the Tenant from its obligations fully to perform all the terms, covenants, and conditions of this Lease on its part to be performed.
- (s) Leave in Repair. The Tenant covenants and agrees that at the expiration or sooner determination of the Term, to peaceably surrender and yield up unto the Landlord the Facility with the appurtenances, together with all fixtures, or erections which at any time during the Term will be made therein or thereon in good repair and condition in accordance with the Tenant's obligation to repair as hereinbefore contained; it being acknowledged that the Tenant will be under no obligation to put the Facility in a better state of repair than existed at the commencement of the Term.
- (t) Tenant's Indemnities. The Tenant will indemnify and save harmless the Landlord, its employees, agents and contractors from and against any and all claims, demands, causes of actions, actions, prosecutions, losses, damages, injuries, deaths, costs and expenses, including legal costs and expenses arising out of or resulting from the Tenant's occupation and leasing of the Facility except for matters arising out of or resulting from the Landlord's or its employees, agents or contractors' actual fault or negligence.
- (v) Survival. The provisions and indemnification set out herein will survive expiration or termination of this Lease.

## ARTICLE 7 - LANDLORD AND TENANT AGREEMENTS

### 7.1 Mutual Agreements

- (a) Landlord May Perform. If the Tenant fails to perform or cause to be performed each and every one of the covenants and obligations of the Tenant in this Lease contained, the Landlord, including, but not limiting any other remedy which it may have, will have the right at all times to enter the Facility for the purpose of curing any default of the Tenant and no entry for that purpose will be deemed to work a forfeiture or termination of this Lease, and the Tenant will permit that entry and in that regard:
- i. The Landlord will give not less than thirty (30) days' written notice to the Tenant of its intention to enter the Facility for that purpose but may enter upon a shorter period of notice or without notice where, in the Landlord's reasonable judgment, there is real or apprehended emergency or danger to persons or property, or where any delay in remedying that default would or might materially prejudice the Landlord;
  - ii. For the purpose of curing the default of the Tenant under the covenants of this Lease, the Landlord may perform or cause the covenant to be performed and to do or cause to be done those things that may be necessary or incidental thereto, (including, but not limiting the generality of the foregoing, the right to make repairs, installations, erections, and expend monies);
  - iii. The Tenant will reimburse the Landlord upon demand for all expenses incurred by the Landlord in remedying any default, together with interest thereon at the Prime Rate plus 5% per annum from the date incurred until paid; and
  - iv. The Landlord will be under no obligation to remedy any default of the Tenant, and will not incur any liability to the Tenant for any action or omission in the course of its remedying or attempting to remedy any default unless the acts amounts to intentional misconduct or gross negligence of the Landlord;
- (b) Default, Termination and Re-Entry. If and whenever:
- i. the Tenant defaults in the payment of rent or any other sum required to be paid to the Landlord by any provision of this Lease, and that default continues for five (5) days after written notice thereof given by the Landlord to the Tenant;
  - ii. the Tenant defaults in performing or observing any of its other covenants or obligations under this Lease and the Landlord has given the Tenant written notice of that default, and at the expiration of thirty (30) days after the giving of that notice the default will continue to exist (or, in the case of a default which cannot with due diligence be cured within a period of thirty (30) days,

the Tenant fails to begin to cure the default or will thereafter have failed to carry out the curing of the default with diligence);

- iii. the Term hereby created is seized or taken in execution by a creditor of the Tenant;
- iv. the Tenant makes an assignment for the benefit of the creditors, becomes bankrupt, or makes application for relief under the provisions of any statute now or hereafter in force concerning bankrupt or insolvent debtors, or any action whatsoever, legislative or otherwise, be taken with a view to the winding up, dissolution, or liquidation of the Tenant, or if a receiver or receiver manager is appointed for all or a portion of the property of the Tenant;

then and in any of these cases the Landlord, may, without notice immediately re-enter the Facility or any part thereof, whereupon this Lease will terminate immediately, anything contained herein or in any statute or law to the contrary notwithstanding. Termination will be wholly without prejudice to the right of the Landlord to recover arrears of rent or damages for any prior breach of any covenant on the part of the Tenant and provided further, that notwithstanding that termination, the Landlord may subsequently recover from the Tenant all losses, damages, costs (including, but without limitation, legal costs on a reasonable solicitor client basis) and expenses whatsoever suffered by reason of this Lease having been prematurely determined. The Tenant waives and renounces the benefit of any present or future statute purporting to limit or qualify the Landlord's right to distrain.

In any of the cases described above, the Landlord, in addition to the other rights hereby reserved will have the right to enter the Facility as agent of the Tenant, either by force or otherwise, without being liable for any prosecution therefore and on notice to the Tenant to re-let or sublet, as the Tenant's agent, the Facility or any part thereof, and to apply the proceeds of that re-leasing or subletting on account of rent due or in satisfaction of the breach of any covenant or agreement herein contained and the Tenant will remain liable for the deficiency, if any, and the Landlord will nevertheless be entitled to recover from the Tenant rent due for the remainder of the Term, in the event the Landlord has not so relet, or, if the Landlord has relet, to recover from the Tenant the difference in rent payable by any new tenant of the Facility for the balance of the Term and that required to be paid by the Tenant under this Lease for the balance of the Term, notwithstanding in either case, that the Term will not have ceased and the Tenant agrees to pay that amount as so determined promptly on demand.

In the event that it is necessary for the Landlord to retain the services of a solicitor or any other proper person for the purpose of assisting the Landlord in enforcing any of its rights hereunder in the event of default on the part of the Tenant, the Landlord will be entitled to collect from the Tenant the cost of all such services on a reasonable

solicitor and his own client basis as if the same were rent reserved and in arrears hereunder.

- (c) Saving. Notwithstanding anything contained in this Lease to the contrary, the Landlord will not exercise any of its rights or remedies against the Tenant by reason of any default or breach of any covenant or agreement of this Lease unless and until the Landlord has given the Tenant the written notice of such default stating the nature of the default and giving the Tenant the time as agreed to between the Landlord and the Tenant within which to cure the default or breach. In no event will the Landlord be entitled to exercise any such rights and remedies except those specifically set out in this Lease.
- (d) Negligence. That the Landlord will not be liable nor responsible in any way for any personal injury that may be suffered or sustained (other than by reason of the negligence or wilful acts or omissions of the Landlord, its agents, employees or representatives) by the Tenant or any employee of the Tenant or any customer of the Tenant, or any other person who may be upon the Facility or on the sidewalks, parking areas, lanes, or streets adjacent thereto, or for any loss of or damage or injury to, property belonging to or in the possession of the Tenant or any employee of the Tenant or any other person and, in particular, the Landlord will not be liable for any injury, loss or damage to person or property caused by smoke, steam, water, ice, rain, snow, or fumes which may leak, issue, or flow into the Facility or from the water sprinkler, drainage, or smoke pipes or plumbing equipment therein or from any other place or quarter or caused by or attributable to the condition or arrangement of any electrical or other wiring or of the air conditioning equipment or caused by anything done or omitted by any Tenant or other occupant;
- (e) Distress. That the Landlord will have the right to levy distress upon the Tenant's goods and chattels upon the Facility for rent and additional rent, in arrears, and will have the right, in case of removal by the Tenant of the goods and chattels of the Tenant from the Facility, after any default by the Tenant of any of the provisions herein, to follow the goods and chattels, notwithstanding any statute, by-law, regulation, or order to the contrary of any authority or government having jurisdiction.
- (f) Builders' Liens.
  - i. In connection with the making, installation or alteration of any leasehold improvements and trade fixtures, and any other work or installations made by or for the Tenant in the Facility, the Tenant will comply with all the provisions of the *Builders Lien Act*, R.S.B.C. 1997 Ch. 45 and amendments thereto and other statutes from time to time applicable thereto (including any provision requiring retention of portion of any sums payable by way of holdbacks), will permit the Landlord to take all steps to enable the Landlord to obtain the benefit of the provisions of the *Builders Lien Act*, and, except as to any lawful holdback, will promptly pay all accounts relating thereto. If and when any

builders lien or other lien for work, labour, services, or material supplied to or for the Tenant or for the cost of which the Tenant may be in any way liable or claims therefore will arise or be filed, the Tenant will within 20 days after receipt of notice from the Landlord obtain the discharge of same, including any certificate of action in respect of any lien, by payment or giving security or in such other manner as may be required or permitted by law, and failing which the Landlord may, in addition to all other remedies hereunder, make any payments required to obtain the discharge of any liens or encumbrances, and will be entitled to be reimbursed by the Tenant. The right to reimbursement will not be affected or impaired if the Tenant will then, or subsequently, establish or claim that any lien or encumbrance so discharged was without merit or excessive or subject to any abatement, set-off, or defence.

- ii. The Tenant acknowledges that subsequent to possession by the Tenant, the Landlord may file a *Notice of Interest* under the *Builder's Lien Act* to avoid liability for work undertaken by the Tenant without the Landlord's approval.

(g) Expropriation

- i. If the whole of the Facility will be expropriated or condemned by expropriation, then the Term of this Lease will cease and terminate after the date of title vesting and all rent and other monies will be paid up to that date and the Tenant will have no claim against the Landlord for the value of any unexpired Term of this Lease;
- ii. If only a part of the Facility will be expropriated or condemned by expropriation then at the option of the Tenant, either:
  - a. the Term of this Lease will cease and terminate after the date of title vesting and all rent and other monies will be paid up to that date; or
  - b. this Lease will continue on the terms and conditions contained herein except the rent and other amounts payable herein will be reduced proportionately to the area expropriated; and
  - c. the Tenant will have no claim against the Landlord for the value of any unexpired term of this Lease or portion thereof except to the extent such amount attributable to the loss of the Tenant will have been paid to the Landlord by such expropriating authority;
  - d. all damages in the event of any expropriation belong to the Landlord whether those damages are awarded as compensation for decrease in value of the leasehold or to the fee of the Facility. The Tenant will have the right to claim and recover from the expropriating authority, but not from the Landlord, any compensation that may be separately awarded or recoverable by the Tenant in the Tenant's own right on account of any

and all damages to the Tenant's business by reason of the expropriation and for and on account of any costs or loss to which the Tenant may be put as a result thereof.

- (h) Services. The Landlord and any persons authorized by the Landlord will have the right to use, install, maintain and/or repair pipes, wires, ducts or other installations in, under or through the Facility for or in connection with the supply of any service to the Facility. Such services will include without limiting the generality of the foregoing, gas, electricity, water, sanitation, telephone, heating, air conditioning and ventilation.
- (i) Damage or Destruction of Facility. Should the Facility or the improvements thereon be damaged by fire or other casualty so as to render the Facility partially or wholly unfit for occupancy:
  - i. If the damage cannot reasonably be repaired within one hundred twenty (120) days after the date thereof, either party may terminate this Lease as of the said date by notice to the other given within thirty (30) days after such damage, and in that case the Tenant will immediately surrender the Facility to the Landlord and will pay rent accrued to the date on which the said damage occurred but will not be entitled to any damages or compensation from the Landlord;
  - ii. If the damage can reasonably be repaired within one hundred twenty (120) days after the date thereof or if neither the Tenant nor the Landlord will have given notice of termination pursuant to the provisions of subsection (i) the Landlord will at the Landlord's expense forthwith commence and carry out with due diligence the repair thereof, and this Lease will continue in full force and effect save that the rent hereby reserved will abate proportionately, having regard to such part of the Facility as has been rendered unfit for occupancy, until the repairs have been completed; provided that there will be no abatement of rent for any time required for the replacement or repair of any property of the Tenant; and
  - iii. For the purposes of this section the decision of the Landlord's architect as to whether or not the damage can reasonably be repaired within one hundred and twenty (120) days will be final and binding.
- (j) Tenant's Signs. The Tenant may install, at its expense, signage, all of which is to be to a standard designated by the Landlord, acting reasonably in areas in and on the Facility as provided and designated by the Landlord acting reasonably. The Tenant will maintain the signage at the Tenant's sole expense, which signage will remain the property of the Tenant, who will remove the approved signage at the expiration or earlier termination of the Term provided the Tenant will:
  - i. make good all damage caused by the removal of the signage from the Facility; and

- ii. ensure all requirements concerning the signage of any authority having jurisdiction are met;
- (k) Overholding. If, at the expiration of this Lease, the Tenant will, with the consent of the Landlord, hold over for any reason, the tenancy of the Tenant thereafter will, in the absence of written agreement to the contrary, be from month to month at a rent per month equal to the monthly Base Rent and Additional Rent payable by the Tenant in respect of the immediately preceding month under this Lease, that rent to be payable in advance on the first day of each month, and the overholding tenancy will be upon and subject to all the terms and conditions of this Lease, except that the tenancy will be from month to month without any right of renewal.
- (l) Collection of Other Amounts Due. Any sums, costs, expenses, or other amounts from time to time due and payable by the Tenant to the Landlord under the provision of this Lease whether by way of indemnity or otherwise, and whether or not expressed to be rent hereunder, may at the option of the Landlord be treated as and deemed to be rent, in which event the Landlord will have all remedies for the collection thereof, when in arrears, as are available to the Landlord for the collection of rent in arrears, and the Landlord will be entitled to levy distress upon the goods and chattels of the Tenant.
- (m) Interest on Amount in Arrears. When rent or any other amount payable hereunder by the Tenant to the Landlord will be in arrears, the same will bear interest at Prime Rate of the Royal Bank of Canada at its main branch in Victoria B.C., plus five (5%) percent per annum until paid and the Landlord will have all remedies for the collection of that interest, if unpaid after demand, as in the case of rent in arrears, but this stipulation for interest will not prejudice or affect any other remedies of the Landlord under this Lease.
- (n) Remedies of Landlord are Cumulative. The remedies of the Landlord specified in this Lease are cumulative and are in addition to any remedies of the Landlord at law or equity, and no remedy will be deemed to be exclusive, but the Landlord may from time to time have recourse to one or more or all of the available remedies specified herein or at law or equity;
- (o) Effect of Waiver by Landlord
  - i. The failure of the Landlord to insist upon the strict performance of any covenant of this Lease will not waive that covenant, and the waiver by the Landlord of any breach of any covenant of this Lease will not waive that covenant in respect of any future or other breach;
  - ii. the receipt and acceptance by the Landlord of rent or other monies due hereunder with knowledge of any breach of any covenant by the Tenant will not waive that breach; and

- iii. no waiver by the Landlord will be effective unless made in writing;
- (p) Condoning. Any condoning, excusing, or overlooking by the Landlord of any default, breach, or non-observance by the Tenant at any time or times in respect of any covenant, agreement, condition and proviso herein contained will not operate as a waiver of the Landlord's rights hereunder in respect of any subsequent default, breach, or non-observance, nor as to defeat or affect in any way the rights of the Landlord herein in respect of any subsequent default, breach or non-observance;
- (q) Covenants and Agreements. All the provisions of this Lease are to be construed as covenants and agreements as though the words importing such covenants and agreements were used in each provision hereof. Should any provision or provisions of this Lease be illegal or not enforceable, it or they will be considered separate and severable from the Lease and its remaining provisions as though he said illegal or unenforceable provision(s) had never been included.
- (r) Estoppel Certificate. Within ten (10) days after request therefor by either party to the other, the party so requested will deliver an estoppel or other certificate to the requesting party certifying (if such be the case) that this Lease is in full force and effect and that there are no defaults or breaches by the requested party of its obligations hereunder or stating those claimed by the requested party.
- (s) Subordination and Attornment. DELETED.
- (t) Other Agreements. Subject to the Partnering Agreement herein stated, the Tenant acknowledges that there are no covenants, representations, warranties, agreements or conditions expressed or implied relating to this Lease or the Facility save as expressly set out in this Lease or the Partnering Agreement. In the event of any conflict or contradiction between the terms of any other agreement and the terms of this Lease, the terms of the Partnering Agreement will govern and prevail.

## ARTICLE 8 - MISCELLANEOUS PROVISIONS

### 8.1 PROVISIONS

- (a) Registration. The Tenant may not register any notice of this Lease against title to the Lands.
- (b) Lease Entire Agreement. This Lease and the Schedules attached hereto constitutes the entire agreement between the parties and there is no promise, representation, or undertaking given by or binding the Landlord other than those that are expressly set out in this Lease.

Notwithstanding the foregoing, the parties acknowledge that the following two documents also deal with the operation of the Leased Facility:

- i. The Partnering Agreement between Rugby Canada and the City of Langford for the operation of the Facility on behalf of the City of Langford dated December 31 2017 (the “Partnering Agreement”); and
    - ii. The Loan Agreement between Rugby Canada and the City of Langford dated December 31 2017 for the completion of the Facility for use by Rugby Canada (the “Loan Agreement”).
  - (c) Paragraph Headings. The section headings in this Lease form no part of this Lease, and will be deemed to have been inserted for convenience of reference only.
  - (d) Interpretation. Wherever the singular, masculine or neuter is used in this Lease that gender will be deemed to include the plural or the feminine or body politic or corporate and the respective heirs, executors, administrators, successors and assigns of the Parties hereto and each of them where the context or the Parties so require.
  - (e) Governing Law and Severability. This Lease will be governed by and construed in accordance with the laws in force in British Columbia. The venue of any proceedings taken in respect of or under this Lease will be Victoria, BC as long as the venue is permitted by law. The Tenant will consent to any application by the Landlord to change the venue to Victoria, BC of any proceedings taken elsewhere.
- If any provision or provisions of this Lease are found to be illegal or not enforceable, it or they will be considered separate and severable from the Lease and its remaining provisions will remain binding upon the parties as though the illegal or unenforceable provision or provisions had never been included.
- (f) Notices, Etc.
- Any notice or other communication required or permitted to be hereunder will be in writing and be given by personal service to the address set forth in paragraph 1.1 of this Lease, or such other address as the parties may advise from time to time. Any notice delivered personally will be deemed to be received on the day of delivery. Any party may designate a new address by giving written notice to the others.
- (g) Time is of the Essence. Time is of the essence in this Lease
  - (h) Enurement. Unless the contrary intention appears, the words “Landlord” and “Tenant” wherever they appear in this Lease will mean respectively “Landlord, its successors and assigns”, and “Tenant, and its successors and permitted assigns”.
  - (i) Amendment. This Lease may not be modified or amended other than by an agreement in writing signed by the parties.

- (j) Force Majeure. Notwithstanding anything to the contrary contained in this Lease, if either party hereto is bona fide delayed or hindered in or prevented from the performance of any term, covenant or act required hereunder by reason of strikes; labour troubles; inability to procure materials or services; power failure; restrictive governmental laws or regulations, riots, insurrection, sabotage, rebellion, war, act of God, or other reason Whether of a like nature or not which is not the fault of the party delayed in performing work or doing acts required to be done hereunder, nor due to that party's failure or inability to make payment, then performance of such term, covenant or act is excused for the period of the delay and the party delayed will be entitled to perform such term, covenant or act within the appropriate time period after the expiration of the period of such delay. The provisions of this clause will operate to excuse the Tenant during any one of the incidents contemplated herein from the payment of Rent, or any other payments required by this Lease, to the extent that the Facility remain unusable for the permitted use during the period of Force Majeure. The foregoing Force Majeure will not restrict the Tenant from exercising its rights under clause 6.4, in those instances where the Tenant is able, with its own forces or contractors, to remedy a situation which would otherwise constitute a default so as to mitigate loss.
- (j) Frustration. Despite the occurrence or existence of any event or circumstance or the non-occurrence of any event or circumstance, and so often and for so long as the same may occur or continue that, but for this clause, would frustrate or void this Lease, and notwithstanding any statutory provision to the contrary, the obligations and liabilities of the Tenant will continue in full force and effect as if the event or circumstance had not occurred or existed.
- (k) Records. During the Term of this Lease, and for a period of not less than two (2) years after the expiration or sooner determination of the Term:
- i. the Landlord and Tenant will maintain full and detailed records of expenses and costs incurred for the Facility together with proper records of all tender calls, quotations, contracts, correspondence, invoices, receipts and vouchers relating thereto;
  - ii. at all reasonable times and from time to time the Landlord or Tenant as the case may be will make all such records available to the other party for inspection and for the purpose of making copies thereof (at the recipient party's cost) and taking extracts therefrom and will furnish to such persons any and all information which they may require from time to time in connection therewith; and
  - iii. This right will survive the expiry of the Term or sooner termination of this Lease.
- (l) Acceptance of Lease By Tenant. The Tenant accepts this Lease of the Facility, to be held by it as its sole and exclusive Tenant, subject to the conditions, restrictions, and covenants specified in this Lease and the Partnering Agreement. The acceptance of

possession of the Leased Facility will be conclusive evidence that at the Commencement Date the Landlord will have duly completed all work required to be completed by the Landlord and the Leased Premises were in good order and satisfactory condition for the commencement of the Tenant's Work and operation of the Facility. Upon request by the Tenant, the Landlord agrees to provide to the Tenant prior to the Tenant taking possession of the Facility, a list of all outstanding deficiencies of the Landlord's Work.

- (m) Covenant not to Sell. During the Term of this Lease, the Landlord agrees it will not charge, encumber, mortgage, sell or attempt to sell the Facility or the Lands or any part thereof.

## **ARTICLE 9 - ENVIRONMENTAL MATTERS**

### **9.1 Environmental Matters**

- (a) For the purpose of this Section:
  - i. **"Hazardous Substances"** means any pollutants, contaminants, hydrocarbon contaminants, asbestos materials, hazardous, corrosive or toxic substances, special waste or waste of any kind or other substance which is regulated, prohibited or controlled under any Environmental Law;
  - ii. **"Environmental Laws"** means any statute, regulation, bylaw or other lawful requirement of any governmental authority relating in any way to the environment, health or occupational and safety.
- (b) The Tenant will comply with all applicable Environmental Laws, provided the foregoing will not prevent the Tenant from using, storing, distributing and selling on or from the Leased Facility any Hazardous Substances in common use which are not inherently dangerous so long as all applicable Environmental Laws are complied with by the Tenant in connection with such use, storage, and distribution.
- (c) The Landlord will comply with all applicable Environmental Laws.
- (d) The Landlord represents and warrants that the Facility are free of Hazardous Substances and no release (which for the purposes of this Lease includes, but is not limited to, releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing, migrating, dumping or permitting), accidental or otherwise, of any Hazardous Substance has occurred on, under, in, about, at or from the Facility, that the Facility comply with all applicable Environmental Laws, that the Landlord has received no notices of non-compliance, control or other work orders from any Governmental Authority or court in respect of Environmental Laws or other environmental compliance and that the Landlord is not aware of any facts which could give rise to such notices or orders. These representations and warranties will survive the expiration or earlier termination of this Lease.

**IN WITNESS WHEREOF** the duly authorized signatories of the Tenant and the Landlord have executed this Lease as of the date set out above.

**LANDLORD:**

**CITY OF LANGFORD**

By its authorized signatory:

Per: \_\_\_\_\_  
Mayor

Per: \_\_\_\_\_  
Chief Administrative Officer

**TENANT:**

**RUGBY CANADA**

By its authorized signatory:

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

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

## **SCHEDULE “A” DEFINITIONS**

In this Lease the following expressions will have the following meanings:

**“Additional Rent”** means all sums of money to be paid by the Tenant, whether to the Landlord or otherwise under this Lease, except for Annual Base Rent;

**“Additional Services”** means any other provision hereof as Additional Services or any other services which from time to time the Landlord supplies to the Tenant and which are additional to other services that the Landlord has agreed to supply under this Lease; the provision of labour and supervision in connection with the moving of any furniture or equipment of the Tenant; the making of any repairs or alterations for the Tenant; and the provision to the Tenant or the Facility of maintenance or other services not normally furnished to tenants or other leasable premises generally; and **“Additional Service”** means any such service;

**“Arbitration”** means arbitration by a single arbitrator agreed to by the Landlord and the Tenant, and such arbitration will otherwise be subject to the provisions of the *Arbitration Act*, R.S.B.C. 1996, c.55 (or its successor legislation);

**“Annual Base Rent”** means the annual rent set out in subclause 1.1(i) and payable by the Tenant as set forth in subclause 4.1 (a), subject to subclause 4.2(e);

**“Base Facility Shell”** will have the meaning ascribed thereto in Schedule “D” to this Lease;

**“Base Year”** means, for the purpose of determining Base Year (Operating Costs) or for any other purposes related to the payment by the Tenant of a share of Operating Costs, the period of **TWELVE (12)** months commencing on the Commencement Date and means, for the purpose of determining Base Year (Taxes) or for any other purposes related to the payment by the Tenant of a share of Taxes, the later of the Commencement Date or the date in the taxation year following the Commencement Date on which the Taxes levied and assessed against the Land and the Facility are so levied and assessed on the basis that the Facility is fully completed for the whole of such year, without any rebate or concession.

**“Base Year (Operating Costs)”** means the Operating Costs, as hereinafter defined, incurred or that would have been incurred had the Landlord maintained the Land and the Facility to the same standard as a prudent Landlord in the market of the Facility for the same class of building, during the Base Year. Furthermore, where any one service included in Operating Costs is performed in the Base Year under any form of warranty at no charge to the Landlord, the usual cost paid by a prudent Landlord in the market of the Facility for the same class of building for such service will be ascertained and included in the Base Year (Operating Costs).

**“Base Year (Taxes)”** means the Taxes assessed against the Land and the Facility during the Base Year.

**“Basic Terms”** means those terms set out in clause 1.1, some of which are more particularly defined in this Schedule A;

**“Building”** means the Facility and other improvements located on the Land on the Commencement Date and having the municipal address referred to in subclause 1.1(c), and any addition, restoration or replacement thereof, of which the Facility forms a part;

**“Building Code”** means the BC Building Code, as amended from time to time, and the rules and regulations of all other regulatory bodies having jurisdiction;

**“Commencement Date”** means the date on which the Tenant's obligation to pay Annual Base Rent pursuant to subclause 4.2(a) commences, as set forth in subclause 1.1(h);

**“Common Areas”** means those areas, facilities, improvements, installations and equipment in or around the Land and the Facility that are provided for the benefit or use of more than one tenant or the public;

**“Community Groups”** means organizations whose primary goal is the training of athletes to perform at an elite level of performance in competitions including managed teams or individual athletes including organizations of a similar type and kind to the Tenant whether national, provincial or civic in scope (namely high performance athletics associations) and further including professional or semi-professional groups.

**“Cost of Additional Services”** will mean in the case of Additional Services provided by the Landlord the Landlord's total direct costs of providing such Additional Services, which will not exceed the cost of obtaining such services from independent contractors; and in the case of Additional Services provided by independent contractors the Landlord's total direct costs of providing Additional Services to the Tenant including the cost of all labour (including salaries, wages, and fringe benefits) and materials and other direct expenses incurred;

**“Expiry Date”** means the last day of the Term;

**“Facility”** means the Lands and Facility containing the approximate aggregate number of square feet of Rentable Area which is set out in subclause 1.1(d) and having the location and configuration on the plans attached as or referred to in Schedule D;

**“HVAC”** means all interior climate control (including heating, ventilating and air conditioning) systems, installations, equipment and facilities in or servicing the Facility;

**“Lands”** means that land described in subclause 1.1(c);

**“Landlord”** means the person executing this Lease and includes its successors and assigns;

**“Minor Elevator Maintenance”** means routine periodic inspections and minor service carried out by qualified elevator service technicians (all other replacement, maintenance

and/or repair of elevator components in the Facility will be the responsibility of the Landlord and are defined as "**Major Elevator Maintenance**";

**"Minor HVAC Maintenance"** means:

- air filter replacement.
  - belt replacement
  - coupling replacement and repair .
  - linkage repair
  - lubrication of fans, pumps and linkages
  - routine periodic inspections carried out by qualified HVAC service technicians
- (all other replacement, maintenance and/or repair of HVAC components in the Facility will be the responsibility of the Landlord and are defined as "**Major HVAC Maintenance**");

**"Operating Costs"** means the direct, substantiated cost to the Landlord of ordinary non-capital expenditures incurred in connection with the operation and maintenance of the Land and the Facility as itemized in column (B) of Schedule B and the cost of services provided by the Landlord but paid for by the Tenant as itemized in column (C) of Schedule B. Operating Costs may include, without duplication and only if applicable and appropriate, the following:

(a) the amount paid (including wages and statutory fringe benefits) to the employees and/or contractors directly employed in the operation, maintenance and repair of the Land and the Facility (excluding officers, clerical, secretarial, and accounting staff of the Landlord) which may be reasonably allocated to permitted Operating Costs;

(b) Minor HVAC Maintenance and Minor Elevator Maintenance costs;

(c) water and sewer charges (if not included in Taxes);

(d) electric power charges not otherwise chargeable to tenants, save and except for power factor surcharges;

(e) fuel for heating, cooling and hot water;

(f) snow and garbage removal;

(g) maintenance of the Common Areas;

(h) sweeping, cleaning and washing of the Parking Area and line painting of the Parking Area, not to include any surface or structural repair;

(i) cleaning and janitorial expenses including window cleaning, washroom cleaning and cleaning supplies;

(j) costs incurred by the Landlord for supplies and materials used by its employees and/or contractors in connection with the maintenance of the interior of the Facility and the Common Area;

(k) light fixture maintenance (including ballast), fluorescent tube and light bulb replacement;

(l) insurance required by to be placed, maintained and paid for by the Landlord;

(m) the amortized cost of any improvements, equipment, fixtures or otherwise which will reduce or limit increases in Operating Costs provided that the Tenant has first approved in writing the expenditure and agreed with the amortization period and rate, such approval not to be unreasonably withheld, delayed or conditioned; and

(n) the amortized cost of the redecoration and refurbishment of the Common Areas provided that the Tenant has first approved in writing the expenditure and agreed with the amortization period and rate, such approval not to be unreasonably withheld, delayed or conditioned;

and will exclude costs for:

- i. upgrading any item of the Facility both exterior and interior (other than that approved in (m) and (n) above);
- ii. items which are for the sole benefit of one particular rentable area or group of occupants, other than the Tenant;
- iii. repairs, alterations or improvements made to the Facility or the Tenant Improvements or to any other tenant areas or tenant improvements on the Land;
- iv. Parking Area maintenance, surface or structural repair other than that permitted in (h) above;
- v. Structural, and roof maintenance and repairs of the Facility including plate glass replacement;
- vi. Major HVAC Maintenance, Major Elevator Maintenance and other major maintenance projects including replacements of major components;
- vii. correcting any defects in or any inadequacies of the initial design of the Facility or of the construction of the Facility or for repairs covered by warranty;
- viii. penalties and interest assessed on late or deficient payments by the Landlord;

- ix. repair or replacement of any item or any other costs incurred as a result of vandalism or of the negligence of the Landlord or its employees, customers, agents or invitees;
- x. the ownership, management or operation of a garage or Parking Area which does not supply free parking to the Tenant and its invitees;
- xi. capital items (which will be deemed to be any item having an expected useful life in excess of three years). If a capital item is leased by the Landlord, rather than purchased, the decision by the Landlord to lease the item in question will not serve to increase the Tenant's share of operating costs beyond that which would have applied had the item in question been purchased. Capital expenditures and costs associated with base building upgrades and major maintenance and replacement of essential building systems and/or components without which the Tenant cannot operate reasonably in the Facility, will be borne by the Landlord and will not be passed on to the Tenant in the form of operating costs;
- xii. any sales tax, goods and services tax, value added tax or any similar tax ("Sales Tax") paid or payable by the Landlord on the purchase of goods and services included in operating costs which may be available to and claimed by the Landlord as a credit in determining the Landlord's net tax liability or refund on account of Sales Tax but only to the extent the Sales Tax is included in the operating costs;
- xiii. any management fees;
- xiv. any cost or expense which the Landlord is reimbursed by any person (Other than tenants of the Facility paying their respective shares of Operating Costs) including (1) the cost of work or services performed for any tenant (including the Tenant) at such tenant's cost; (2) any cost which the Landlord is entitled to be reimbursed by insurance; (3) any cost which the Landlord is entitled to be reimbursed by a warranty or guarantee from any supplier, manufacturer or other person; (4) increased insurance costs attributable to or Taxes levied specifically against any rentable premises in the Facility; (5) the cost to repair damage caused by or to rectify a default of any other tenant of the Facility;
- xv. the cost of work or services performed for any tenant of the Facility to a materially greater extent or in a materially more favourable manner than furnished to the Tenant under this Lease;
- xvi. any fee, cost or commission incurred to procure or attempting to procure other tenants including brokerage commissions, space planners' fees, finders' fees, lawyers' fees, lease take-over costs, advertising, marketing and promotion costs, entertainment costs and travel expenses, and the cost of tenant

improvements or renovation work for tenants or removing tenant improvements;

- xvii. the wages of any employees of the Landlord (except any who devote substantially all of their time to the operation of the Facility), the Landlord's general overhead attributable to the activities of the Landlord's officers and executives, including their remuneration, and all of the Landlord's costs which are not specifically costs of operating the Facility (including, without limitation, accounting and legal matters, costs of defending any lawsuits with any mortgagee, costs of selling, syndicating, financing, mortgaging or hypothecating the Land and the Facility and costs of any disputes between the Landlord and its employees or between the Landlord and any managers of the Facility);
- xviii. lawyers' fees, accounting fees and expenditures incurred in connection with negotiations, disputes and claims of other tenants or occupants of the Land or with other third parties; and
- xix. any cost of acquiring sculptures, paintings and other objects of art.

Amounts normally charged to depreciation, interest on debt or capital retirement of debt (whether pursuant to a mortgage of the Land and the Facility or otherwise), taxes levied or assessed against the Landlord personally or on account of its interest in the Land and the Facility or any part thereof, or on account of its ownership of capital employed in the Land and the Facility, as the case may be (including, without limitation, income taxes, wealth taxes, large corporation taxes and capital taxes), bad debts (including unpaid rent) or reserves for bad debts or unpaid rents and all Landlord oriented costs, such as management, advertising, legal, accounting, leasing costs including rental agent fees, tenant allowances, improvements or inducements will not be included in calculating Operating Costs.

In no event will "Operating Costs" include any increases thereto resulting from or related to additions or improvements made to the Land by persons other than the Tenant unless such additions or improvements were requested and approved by the Tenant. For greater certainty, the Tenant will not be responsible for any operating costs which are not specifically contemplated in the above definition;

**"Parking Area"** means all parking facilities located within the Facility or below grade levels of the Facility or otherwise on the Land for the purpose of parking, and which may be, subject to the Tenant's consent (such consent not to be unreasonably withheld, delayed or conditioned), altered, reduced or extended from time to time, including, without limitation, all entrances and exits, access ramps and any delivery passages located therein;

**"Partnering Agreement"** means the Partnering Agreement entered into by Rugby Canada and the City of Langford for the operation of the City owned Facility by Rugby Canada for the Term, entered into concurrently with this Lease for possession of the Facility.

**“Rent”** means" and includes the Annual Base Rent and the Additional Rent;

**“Taxes”** means all taxes, rates, duties, levies, and assessments whatsoever, whether municipal, parliamentary, or otherwise, which are levied, imposed or assessed against or in respect of the Facility and the Land (excluding the Parking Areas), or which are from time to time-levied, imposed or assessed in the future in addition or in lieu thereof, including those levied, imposed or assessed for education, schools and local improvements, but excludes taxes and license fees in respect of any business carried on by tenants and occupants of the Facility, taxes upon the income of the Landlord and any capital or corporation capital taxes levied against the Landlord. In no event will "Taxes" include any increases thereto resulting from or related to additions or improvements made to the Land or the Facility by persons other than the Tenant unless such additions or improvements were requested and approved by the Tenant;

**“Tenant Improvements”** means all improvements, fixtures, installations, alterations and additions from time to time made, erected or installed to or in the Facility, in addition to or beyond the Base Facility Shell, including all partitions however affixed, millwork, internal stairways, doors, hardware, light fixtures, carpeting and other applied floor finishes and HVAC and other building services not forming part of the Base Facility Shell to be done by and at the cost of either of the parties hereto and as may be more clearly set out in Schedule D, but not including tenant trade fixtures or any furniture, equipment or other personal property of the Tenant or its subtenants or licensees;

**“Term”** means the term of this Lease set forth in subclause 1.1(f) and any period of permitted overholding;

**“Term Year”** means, in the case of the first Term Year, the period beginning on the Commencement Date and terminating twelve (12) months from the last day of the calendar month in which the Commencement Date occurs (except that if the Commencement Date occurs on the first day of a calendar month, the first Term Year will terminate on the day prior to the first anniversary of the Commencement Date) and, in the case of each subsequent Term Year, means each 12-month period after the first Term Year.

**“Termination Date”** means a date, other than the Expiry Date, that this Lease is terminated.

**SCHEDULE B**  
**LANDLORD AND TENANT RESPONSIBILITIES**

| ITEM                                                                           | DONE BY<br>LANDLORD AT<br>LANDLORD<br>EXPENSE | DONE BY<br>TENANT AT<br>LANDLORD<br>EXPENSE | DONE BY<br>TENANT AT<br>TENANT EXPENSE | DONE BY<br>LANDLORD AT<br>TENANT'S<br>EXPENSE |
|--------------------------------------------------------------------------------|-----------------------------------------------|---------------------------------------------|----------------------------------------|-----------------------------------------------|
| Cleaning – Janitorial                                                          |                                               |                                             | X                                      |                                               |
| Cleaning – windows<br>interior and exterior                                    |                                               |                                             | X                                      |                                               |
| Grounds – landscape<br>maintenance                                             | X                                             |                                             |                                        |                                               |
| Grounds – snow<br>removal                                                      |                                               |                                             | X                                      |                                               |
| Common Areas –<br>maintenance                                                  |                                               |                                             | X                                      |                                               |
| HVAC – minor repairs                                                           |                                               |                                             | X                                      |                                               |
| HVAC – major repairs                                                           | X                                             |                                             |                                        |                                               |
| Elevator – minor<br>repairs                                                    |                                               |                                             |                                        | X                                             |
| Elevator – major<br>repairs                                                    | X                                             |                                             |                                        |                                               |
| Electrical – light and<br>tube replacement                                     |                                               |                                             | X                                      |                                               |
| Non Energy Utilities –<br>garbage removal                                      |                                               |                                             | X                                      |                                               |
| Non Energy Utilities –<br>recycling                                            |                                               |                                             | X                                      |                                               |
| Non Energy Utilities –<br>water and sewage                                     |                                               |                                             | X                                      |                                               |
| Energy Utilities –<br>heating, cooling and<br>power                            |                                               |                                             | X                                      |                                               |
| Insurance – Landlord<br>Fire and extended<br>coverages including pl.<br>and pd |                                               |                                             |                                        | X                                             |
| Insurance – Tenant<br>Improvements                                             |                                               |                                             | X                                      |                                               |
| Taxes – Landlord                                                               |                                               |                                             |                                        | X                                             |
| Taxes – Tenant                                                                 |                                               |                                             | X                                      |                                               |
| Tenant Improvements                                                            |                                               |                                             | X                                      |                                               |
| Tenant Improvements<br>– maintenance                                           |                                               |                                             | X                                      |                                               |
| Management by<br>Landlord                                                      |                                               | X                                           |                                        |                                               |
| Operation of Facility                                                          |                                               |                                             | X                                      |                                               |
| CCTV security<br>cameras                                                       |                                               |                                             | X                                      |                                               |
| Community Group Use                                                            | X                                             |                                             |                                        |                                               |

## **SCHEDULE C LANDLORD'S WORK**

Landlord's Work includes construction and completion of the Facility as set out below.

"Base Facility Shell" means the components included in the Facility, all of which must be designed and erected to the Building Code in effect at the time of construction, which are as follows:

1. Foundation and structure reflecting standard specified loads for an office (open plan) occupancy.
2. Exterior walls including the insulation, air barrier and cladding system and the roof finishing.
3. Interior structural walls, party walls, demising walls and partitions around service rooms outside the Facility and other tenant areas (including but not limited to electrical, telecommunications, janitor, mechanical rooms and public washrooms). All such walls are to be constructed from floor to underside of floor or roof, structure above; and will be drywall on metal or wood stud with insulation installed between the studs in accordance with the Building Code in effect at the time of construction. Drywall is to be taped, filled and sanded ready for paint.
4. Vertical circulation, including stairs, emergency exits, escalators and elevators.
5. Finishes to the walls of entry and elevator lobbies, stairwells, party walls, demising walls, columns, and service room outside the Facility or other tenant areas (including but not limited to electrical, telecommunications, janitor, mechanical rooms and public washrooms). This excludes paint finish to drywall and similar surfaces of exposed Base Facility Shell walls within the Facility.
6. Floors in the Facility to be smooth troweled concrete floor slab prepared to receive finished floor coverings. Floor coverings provided in Common Areas including but not limited to washrooms, hallways and entrance lobbies.
7. Standard lighting, ceilings and ceiling tiles in lobbies and other designated non-rentable areas and in the Facility.
8. Fixtures, fittings and equipment for Common Area washrooms, main Facility directory, and Common Area and Parking Area signage.
9. HVAC services and control systems appropriate for climate of the location of the Facility, with sufficient capacity to meet the operational and performance' standards specified in this Lease. HVAC diffusers to be standard commercial grade adapted to accommodate the Tenant's initial' layout and- installed in T Bar grid complete with necessary ducting and the capability to adapt to the Tenant's requirements. Direct

Digital Controls to provide a minimum of one zone per 2,000 square feet in those cases where the Facility are greater than 5,000 square feet.

10. Electrical service including an electrical panel(s) on each floor capable of providing 50 watts/m<sup>2</sup>, plus 120V electrical duplex outlets installed in the perimeter walls of the Facility at a minimum spacing of one (1) outlet every ten (10) lineal feet.
11. Telephone services provided to designated service room on each floor. Three (3) 4" access ducts to be provided between the telephone service room and each floor for telephone lines and/or data cable access to the office areas of each floor.
12. Fire protection system(s), except portable fire extinguishers, as required by the applicable codes, by-laws and regulations for open plan office occupancy.
13. Plumbing and sanitary facilities as required by the Building Code and other applicable regulations as well as services for the efficient and effective operation and maintenance of the Facility.
14. Lighting provided to entrance and elevator lobbies, stairwells, and service rooms, including janitor, electrical, mechanical and telecommunications rooms and washrooms.
15. Emergency lighting systems and emergency exit signs for "open plan" office occupancy.
16. Facility exterior keyed locking system at main entry points.
17. Facility access and compliance with all other relevant code, by-laws and regulation provisions to accommodate persons with disabilities.
18. Site development, landscaping and parking complete with lighting.

**Full complete details for Base Facility are found in the documents attached as Schedule F.**

In those cases where the above performance definitions conflict with performance definitions outlined in a Request for Proposal under which the Facility are being constructed, the Request for Proposal will govern.

**SCHEDULE D**  
**TENANT IMPROVEMENTS**

The Landlord will, at the Landlord's sole expense, construct and install all of the Tenant Improvements in accordance with the Tenant's plans and specifications described in the

Design Standards  
Rugby Canada  
Center of Excellence - High Performance Center

Draft Master Template  
Drawings of Site Plan, Ground Floor and Second Floor  
Dated:

Which plans have been "Approved in Principle" by Rugby Canada attached to and forming part of this Lease, and referenced under Schedule F.

There may be some reconfiguration to the interior of the building required. If there is a cost increase from the original project cost, the cost increase will be to the account of the Tenant. If there is a cost decrease from the original project cost, the cost decrease will be a credit to the Tenant. But before any interior reconfiguration is to commence, the cost increase or decrease must be approved in writing by the Tenant.

## **SCHEDULE E TENANTS FIXTURING**

### **FIXTURING PERIOD**

The Fixturing Period will be for a period of sixty (60) days commencing on November 30, 2017 or such other date as the Landlord makes the Facility available for occupation of the Tenant.

The Tenant will construct those Tenant Improvements for which it is responsible and to install its tenant and trade fixtures, IT infrastructure, and its equipment, furniture and other personal property. Notwithstanding any other provision of this Lease, the Rent Commencement Date will not occur until the day immediately following the last day of the Fixturing Period and the Tenant will not be required to pay any Annual Base Rent during or in respect to the Fixturing Period but will be required to pay the Operating Costs.

### **TENANT IMPROVEMENTS & INSPECTIONS**

Any approval given by and any inspection carried out by the Tenant pursuant to this Lease concerning the design and construction of changes or alterations, including Tenant Improvements to the Facility, or the Landlord's repair or rebuild obligations, will be for the purposes only of ensuring compliance with this Lease from the point of view of the Tenant and all design responsibility and construction responsibility will rest and remain with the Landlord. No inspection or approval given by the Tenant will relieve the Landlord from its obligation to strictly comply with the term of this Lease.

**SCHEDULE F**  
**TENANT PLANS AND SPECIFICATIONS**  
**DESIGN AND TECHNICAL REQUIREMENTS**

**(To be added)**

**Schedule G**  
**Plans and Specifications (to be added)**

## **Schedule H**

### **Community Access and Use**

The Parties agree that the following principals shall apply regarding Community Access and Use of the premises:

1. The Tenant shall have priority use of the premises for its own purposes but shall make the facilities available for use by other community groups when not in full use by the Tenant.
2. The Parties agree that unsupervised access to the Facility is not in the best interest of the Facility or the Parties
3. The Tenant shall be entitled to designate certain areas as private for the purposes of office space or storage of items and not available for use of other community groups but shall make available those parts of the premises whose primary purpose is physical training or rehabilitation and at least one meeting room.
4. The Tenant shall at least monthly in advance provide the Landlord with a schedule of when and what parts of the premises is made available for other community groups during the operating hours of the premises. It is the intention of the parties that consistent regular times be established for the premises to be available for use by community groups subject to the Tenant's extraordinary needs.
5. The Tenant shall be entitled to collect a reasonable fee for the use of those parts of the premises that are made available to the community groups from those users. The primary goal of the fee is to recover any costs associated with the community groups usage of the premises and not as a fund raising effort for the Tenant.
6. The community groups allowed to use the premises shall be restricted to organizations of a similar type and kind to the Tenant whether national, provincial or civic in scope; namely high performance athletics associations.
7. The Tenant shall be responsible for all supervision of the premises and other costs while being used by community groups.

## LOAN AGREEMENT

THIS AGREEMENT made effective as of the 31<sup>st</sup> day of December, 2017

BETWEEN:

**THE CANADIAN RUGBY UNION**  
Incorporation No. XS-0058873  
3024 Glen Lake Road  
Victoria, British Columbia V9B 4B4  
(the "Borrower")

**OF THE FIRST PART**

- and -

**THE CITY OF LANGFORD**  
2nd Floor - 877 Goldstream Avenue  
Victoria, B.C. V9B 2X8  
(the "Lender")

**OF THE SECOND PART**

**IN CONSIDERATION** of the covenants and agreements herein contained, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### **ARTICLE 1. DEFINITIONS AND INTERPRETATION**

#### **Defined Terms**

1.1 In this Agreement:

- (a) **"Agreement"** means this Loan Agreement and all renewals, amendments, adoptions or substitutions therefor, and the expressions "herein", "hereof", "hereto", "above", "below" and similar expressions refer and relate to the whole of this Agreement and not to an Article, Section, subsection or clause only, unless otherwise provided;
- (b) **"Business Day"** means a day other than Saturdays, Sundays and statutory holidays in the province of British Columbia;
- (c) **"Event of Default"** means any of the events described in article 7 hereof;
- (d) **"Indebtedness"** means, collectively, at any time, all outstanding advances made by the Lender to the Borrower including without limitation such monies advanced pursuant to Section 2.1, interest outstanding on the Loan as more particularly described in Sections 3.6 - 3.10 hereunder, all reasonable costs, charges and expenses of or incurred by the Lender in connection with this Agreement, and any Security taken or which may be taken by the Lender (including, without limitation, costs as between a solicitor and his own client on a full indemnity basis), and all other outstanding obligations and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, of the Borrower to the Lender whether arising from or directly or indirectly related to this Agreement, the Security or any other agreement or otherwise howsoever, and whether the Borrower be bound alone or with another or others and whether as principal, surety or guarantor;

- (e) **“Loan”** means the loan described and defined in Section 2.1 hereof;
- (f) **“Lease”** means the agreement between the Parties regarding the *“Rugby Canada Notional Training Centre”* located at 3019 Glen Lake Road in the City of Langford in the Province of British Columbia;
- (g) **“Material Adverse Effect”** means any fact, circumstance or event that could result in a material adverse effect on:
  - (i) the business, financial condition, or operations of the Borrower or the Facility; or
  - (ii) the ability of the Borrower to perform its obligations under this Agreement
- (h) **“Material Contracts”** means any contract, licence or agreement to which the Borrower is a party, and which:
  - (i) provides for receipts or liabilities in excess of \$100,000.00 in any fiscal year of the Borrower;
  - (ii) if terminated could result in a Material Adverse Effect; or
  - (iii) is designated as a Material Contract by the Lender, acting reasonably;
- (i) **“Security”** means any security or security documentation, including any promissory notes or other evidences of debt, now or hereafter executed or delivered to the Lender to secure or evidence the Indebtedness from time to time or any part thereof, including any renewals, amendments or substitutions therefore.

## **Governing Law**

- 1.2 This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and except as otherwise expressly provided, the parties hereby submit to the jurisdiction of the Courts of British Columbia.

## **Number and Gender**

- 1.3 Any word herein contained importing the singular shall include the plural and vice versa, and any word importing gender shall include the masculine, feminine or neuter gender, and any word importing a person shall include a corporation, individual, partnership and any other entity, all as the context requires.

## **Headings**

- 1.4 The headings in this Agreement have been inserted for reference and convenience only and in no way define, limit or enlarge the scope or meaning of this Agreement.

## **Meaning of Promissory Note**

- 1.5 A reference in this Agreement to a promissory note means a promise to pay in the form attached as Schedule “A” to this Agreement.

## **ARTICLE 2. LOAN AMOUNTS AND PURPOSES**

### **Loan**

- 2.1 Subject to the terms and conditions of this Agreement, the Lender confirms that it has approved the provisions of financial assistance by it to the Borrower by way of a loan of One Million (\$1,000,000.00) Dollars (the "Loan") for the purpose of the assisting the Borrower with completion of the Rugby Canada "Center of Excellence - High Performance Center" (the "Facility") located at 3019 Glen Lake Road in the City of Langford in the Province of British Columbia, such Facility to be owned by the Lender and leased to the Borrower on completion of the Facility.
- 2.2 The Loan will be advanced to the Borrower in two (2) tranches on such date(s) as the Lender determines.

## **ARTICLE 3. INTEREST AND OTHER CHARGES**

### **General**

- 3.1 Except as otherwise expressly provided in this Agreement, interest on advances (the "Interest") under the Loan shall commence on the dates of such advances under the Loan. Interest shall be calculated at the rate per annum determined and shall accrue and be paid as provided herein.
- 3.2 The interest rate (the "Interest Rate") charge to the Borrower will be the rate of interest charged to the Lender by its financial institution at the time of each tranche.
- 3.3 The Lender will advise the Borrower of the interest rate being charged on the Loan at the time of each tranche.
- 3.4 The Borrower shall pay the Principal and Interest to the Lender on the Loan or such part thereof as may be outstanding from time to time as herein provided and the Borrower shall pay all such other charges as herein provided.
- 3.5 All principal and interest will become due on the 2<sup>nd</sup> anniversary of each tranche of the Loan (the "Initial Due Date").
- 3.6 Payments made under the Loan will be applied firstly to any costs or expenses incurred by the Lender in connection with this Agreement, second to the first (1<sup>st</sup>) tranche, and thirdly to the second (2<sup>nd</sup>) tranche.

### **Overdue Interest**

- 3.7 In the event Principal and Interest are not paid on the Due Date:
  - (a) If the Principal and interest are not paid on the respective Initial Due Dates, interest will accrue on the Principal and interest of the tranche then outstanding at the rate charged plus five (5%) per cent per annum (the "Penalty Interest"). Rugby Canada will have an additional two (2) years from the Initial Due Date of each tranche to repay the Loan with interest and Penalty Interest (the "Extended Due Date").

- (b) Within six (6) months after the Initial Due Date of each tranche, the Borrower will provide to the Lender a payment schedule for repayment of all principal, interest and Penalty Interest for the tranche (the "Increased Total Outstanding Amounts").
- (c) If the Increased Total Outstanding Amount is not repaid by their respective Extended Due Dates, interest will accrue on the Principal and Penalty Interest of the tranche then outstanding at the rate charged plus ten (10%) per cent per annum (the "Increased Penalty Interest") until paid in full. Rugby Canada will have an additional one year from the respective Extended Due Date to repay the tranche with interest and the Increased Penalty Interest for each tranche (the "Final Payment Date").
- (d) Within six (6) months after the Extended Due Date for each tranche, the Borrower will provide to the Lender a payment schedule for repayment of all principal, interest and Penalty Interest for the tranche (the "Increased Total Outstanding Amounts").
- (e) Failure by the Borrower to repay the Loan with interest by the end of fifth (5<sup>th</sup>) year after the date of first tranche advance may be deemed by the City to be an Event of Default under this Agreement.
- (f) The parties acknowledge and agree that until such time as there is a Substantial Breach/ Event of Default for non-payment of the Loan, Rugby Canada will continue to have quiet possession of the Lands and Facility under the Lease, provided the only breach is non-payment of the Loan and there are no other breaches under the Lease or this Agreement.

3.8 All interest on becoming overdue shall be forthwith treated (as to the payment of interest thereon) as principal and shall bear interest at the interest rates applicable hereunder, both before and after maturity, default and demand and the obtaining of any judgment by the Lender.

#### **ARTICLE 4. ADVANCES AND REPAYMENTS**

##### **Location of Advances and Payments**

- 4.1 All advances made under this Agreement shall be made at Langford BC.
- 4.2 Payment by the Borrower must be received by the Lender at 2<sup>nd</sup> Floor, 877 Goldstream Avenue, Victoria BC V9B 2X8 by 1:00 p.m. PST on a Business Day failing which such payment will be deemed to be received on the next Business Day for all purposes, including but not limited to the calculation of interest.

##### **Conditions Precedent to Advances**

- 4.3 Except to the extent waived in writing by the Lender no advance or advances under the Loan shall be available unless all of the following conditions precedent have been satisfied:
  - (a) this Agreement and the Promissory Note shall have been executed and delivered to the Lender;
  - (b) the Lender shall have received evidence satisfactory to it that all necessary action has been taken by the Borrower to make this Agreement a valid and binding obligation of the Borrower;

- (c) the Lender shall have received such opinions as to the due execution, validity, enforceability in such form as the Lender may require; and
- (d) an Event of Default shall not exist.

### **Repayment**

4.4 The Borrower covenants to repay to the Lender the Indebtedness as set forth herein.

### **Prepayment**

4.5 The Borrower shall have the right to prepay the Indebtedness in whole or in part at any time without notice, bonus or penalty.

### **Payable on Demand in Event of Default**

4.6 Notwithstanding anything contained herein, upon the occurrence of an Event of Default the Indebtedness shall, at the option of the Lender, become due payable on demand.

## **ARTICLE 5. PROMISSORY NOTES AND SECURITIES**

### **Delivery of Promissory Note**

5.1 The Borrower shall execute and deliver to the Lender a promissory note reflecting the amount of the Loan and interest at the rates prescribed in the form attached as Schedule "A" hereto.

### **Additional Documents & Security**

5.2 Should additional security be required by the Lender, the Borrower shall deliver or cause to be delivered to the Lender such additional documents and such additional security as the Lender in its sole discretion may determine and request, and do such further acts that the Lender or its solicitors may reasonably require to ensure the validity, enforceability and priority of this Agreement to the satisfaction of the Lender and its solicitors.

## **ARTICLE 6. POSITIVE AND NEGATIVE COVENANTS**

6.1 Positive Covenants of the Borrower

The Borrower covenants and agrees with the Lender that it shall:

- (a) pay to the Lender, when due, all amounts owing by it to the Lender from time to time, whether specifically referred to herein or not;
- (b) indemnify and save harmless the Lender from and against any and all demands, damages, claims, costs and every other liability of any kind whatsoever which may be incurred or suffered by the Lender as a result of the taking of or realization upon the Security;
- (c) maintain its non-profit existence and all licenses and authorizations required from all regulatory authorities or agencies to permit the Borrower to carry on its operations;
- (d) carry on and continuously conduct its operations in a proper and efficient manner in the ordinary course;

- (e) pay, as and when the same become due, all federal and provincial payroll deductions, including, without limitation, income taxes, goods and services taxes, unemployment insurance premiums, workers' compensation assessments, Canada Pension Plan payments and payments required to fund any pension plan wholly or partially funded by it, and provide proof of payment of same on demand by and in a form acceptable to the Lender;
- (f) permit the Lender, by its officers or authorized agents at any time and from time to time, to enter upon any of the Lands and Facility to inspect its machinery, equipment, goods, chattels and the operation thereof;
- (g) keep proper books of account and records covering its business and affairs at the Facility and permit the Lender, by its officers or authorized agents at any time and from time to time, to inspect such books of account and records and to take extracts therefrom;
- (h) give immediate written notice to the Lender, including reasonable details, of:
  - (i) any event which has or is reasonably likely to have a Material Adverse Effect;
  - (ii) any material change in the purpose, mandate or scope of operations of the Borrower, whether adverse or not;
  - (iii) any material event under any Material Contracts; or
  - (iv) the occurrence of an Event of Default hereunder;
- (i) pay when due all rents and other monies payable by it under its lease with the Lender for the operation of the Facility and perform and observe all of its covenants thereunder;
- (j) pay when due all other amounts owed by it to every person, firm, corporation and governmental authority and observe and perform its other obligations as they exist from time to time to all persons, firms, corporations and governmental authorities and provide proof of all such payments and satisfaction of all such obligations immediately upon request by the Lender;
- (k) use the proceeds of the Loan solely for purposes approved by the Lender as specified herein;
- (l) provide to the Lender at any time upon reasonable request any information and copies of any documents regarding the Facility and its financial condition that the Lender may from time to time require.
- (m) furnish to the Lender as soon as possible and in any event within 120 days after the end of each fiscal year of the Borrower, a detailed financial statement of the Borrower relating to the operation of the Facility, including a separate income expense statement and operating statement and any other information and copies of any documents regarding its assets, operations and financial condition that Lender may from time to time reasonably require;
- (n) if applicable, provide the Lender with such information and documentation as the Lender may reasonably require from time to time in respect of the collection and payment of goods and services and excise tax, including without limitation, information

concerning the amount of taxable supplies, the amount of tax collected, input tax credits received and goods and services tax paid during each reporting period;

- (o) comply in all material respects with all federal, provincial and municipal laws, statutes and regulations, including, without limitation, those related to zoning, land use and environmental matters;
- (p) whether or not any monies are advanced by the Lender under this Agreement, pay to the Lender on demand, all reasonable expenses incurred by the Lender (including, without limitation, legal costs as between a solicitor and his own client on a full indemnity basis) in connection with the protection or enforcement of any of the rights or remedies of the Lender herein; and
- (q) observe and perform such other requirements, whether in the nature of positive or negative covenants, set out in this Agreement or the Security.

### **Negative Covenants of the Borrower**

6.2 The Borrower covenants and agrees that it shall not, except with the prior written consent of the Lender:

- (a) sell, transfer, assign, lease, part with possession of, abandon or otherwise dispose of or diminish the value of the Facility or any chattels situate therein or thereon the Lands or attempt to do so, except any inventory which may be sold in the ordinary course of business and equipment, furniture and furnishings being sold and replaced in the ordinary course of business;
- (b) create or permit to exist any mortgage, charge, lien, encumbrance or other security interest of any kind on the Lease of the Facility;
- (c) acquire, amalgamate, consolidate or merge with or enter into any partnership or joint venture with any other person, firm or corporation, provided that the Borrower shall not be prohibited from entering into partnerships and business ventures in the ordinary course of its business;
- (d) become a party to any transaction whereby all or a substantial part of its assets would become the property of any other person, firm or corporation whether by way of reorganization, amalgamation, merger, transfer, sale, lease or otherwise;
- (e) materially change the nature of its business as presently carried on;
- (f) destroy any of its financial records prior to the expiry of the applicable limitation periods under the *Income Tax Act*, Canada;
- (g) take or omit to take any action which results or might result in it contravening any of its covenants under the Lease or Partnership agreement(s);
- (h) refuse any reasonable request by the Lender for information as to the business or the financial condition of the Borrower; and
- (i) do any other act which by the terms of this Agreement it has promised not to do.

## **ARTICLE 7. EVENTS OF DEFAULT**

### **Events Causing Indebtedness to be Enforceable**

- 7.1 Notwithstanding anything to the contrary herein contained, the Lender shall be entitled, but not required to make demand for repayment of the Indebtedness upon or after the occurrence of any of the following events, each of which is an Event of Default. Upon the occurrence of an Event of Default, the full amount or any part of the Indebtedness then owing to the Lender shall, at the option of the Lender, immediately become due and payable upon notice to the Borrower if:
- (a) the Borrower defaults in payment of the Extended Total Amount Outstanding within one (1) year of the Final Payment Date;
  - (b) other than (a) above, the Borrower defaults in the performance or observance of any of the covenants to be kept, observed, or performed by it pursuant to this Agreement, or any other agreement whatsoever entered into between it and the Lender;
  - (c) there is loss, theft, damage or destruction to or of a material part of the Facility which is not adequately covered by a valid policy of insurance, or the making of any material levy, seizure or attachment thereto or thereon;
  - (d) the Borrower sells, attempts to sell or part with possession of any of the equipment or other chattels contained within the Facility or on the Lands (other than inventory sold in the ordinary course of its business) without the express written consent of the Lender, or abandons the Facility;
  - (e) an order is made or an effective resolution is passed for the winding-up of the Borrower, or a petition is filed for the winding-up of the Borrower without the prior written consent of the Lender, or a receiver of the Borrower or any of the Mortgaged Property is appointed (even though the appointment of such receiver may not have been valid, and whether or not such receiver is appointed by the court or under private instrument or otherwise);
  - (f) the Borrower becomes insolvent, makes a general assignment for the benefit of creditors or otherwise acknowledges insolvency, or a bankruptcy petition or receiving order is filed or made against it which is not being disputed in good faith and on reasonable grounds in the opinion of the Lender;
  - (g) the Borrower ceases or threatens to cease to carry on its business, makes a bulk sale of its assets, or commits any act of bankruptcy;
  - (h) the Borrower proposes a compromise or arrangement to its creditors, whether pursuant to the Companies Creditors Arrangement Act (Canada) or otherwise takes advantage of any debtor relief legislation;
  - (i) any of the licences or any permits or approvals granted by any government or governmental authority or agency and fundamental to the business of the Borrower is cancelled or varied, and such cancellation or variation results in a Material Adverse Effect;
  - (j) any representation or warranty made to the Lender proves to be or have been false or to fail or have failed to deal with any material particulars, in either case so as to have

made such instrument materially misleading in the opinion of the Lender, acting reasonably, upon the date when made or deemed to have been made; or

- (k) the Lender determines, in its sole discretion, that a material adverse change has occurred in the business, prospects, property, assets or condition (financial or otherwise) of the Borrower or otherwise believes repayment is in jeopardy.

### **No Obligation to Enforce**

- 7.2 The Lender shall not under any circumstances be bound or obligated to enforce the Loan nor to collect or cause to be collected any amounts owing in respect thereof.

### **Remedies Cumulative**

- 7.3 All rights, remedies and powers of the Lender hereunder are cumulative and in addition to any other rights or remedies. The enforcement of any one or more remedies by the Lender shall not be deemed to be an election of remedies. The Lender shall be under no obligation to marshal in favour of the Borrower any securities, monies or assets to which it may be entitled. No judgment recovered by the Lender against any person shall merge or in any manner affect any of the Lender's right to interest as provided herein.

### **Application of Payments**

- 7.4 The Lender may from time to time apply and reapply, notwithstanding any previous application, in such manner as it in its sole discretion sees fit, any monies received from the collection, sale or realization of, upon after first deducting the charges therefore and any expenses thereof (including legal costs as between a solicitor and his own client on a full indemnity basis), in or toward payment of any portion of the Indebtedness, but any such monies may be held by the Lender unappropriated in a collateral account for such time as the Lender sees fit.

### **Judgment**

- 7.5 The taking of a judgment or judgments or any other action or dealing by the Lender shall not operate as a merger or in any way suspend payment of or affect or prejudice the rights, remedies and powers, legal or equitable, which the Lender may have in connection with the Indebtedness as provided herein. Modification shall not release or affect the liability of the Borrower to the Lender or release or affect any Security held by the Lender.

### **Lender May Perform**

- 7.6 The Borrower agrees that in the event it fails to perform or comply with any of its covenants or agreements set forth herein, the Lender may, but shall not be obliged to, perform or comply with any such covenant or agreement in the name of and on behalf of the Borrower, and any monies expended and any costs incurred by the Lender in so doing, including legal fees as between a solicitor and his own client on a full indemnity basis, shall be payable on demand by the defaulting party and shall bear interest until repaid in full.

## **ARTICLE 8. REPRESENTATIONS AND WARRANTIES**

### **Representations and Warranties of the Borrower**

- 8.1 The Borrower represents and warrants to the Lender that:

- (a) The borrower is a non-profit organization continued under the *Canada Not-for-Profit Corporations Act*, is duly and validly organized and subsisting, has all necessary power and authority to own its assets and to carry on business pertaining thereto and no steps or proceedings have been taken or are pending to amend its constating documents in a manner which would impair or limit its ability to carry out its obligations hereunder;
- (b) The Borrower has full power, legal right and authority to enter into this Agreement, and any other documentation executed or to be executed by it and to do all such acts and things as required to be done, observed or performed by it hereunder and there are no provisions in the constating documents of such Borrower which restrict or limit in any way its powers to borrow on credit, to issue instruments of indebtedness or sell or pledge any of its property or assets now or hereafter owned, or to secure its debt obligations, other than such restrictions as have been disclosed in writing to the Lender;
- (c) The Borrower has taken all necessary corporate action to authorize the execution, delivery and performance of this Agreement, and any other instruments or agreements contemplated hereby, and no such action requires the consent or approval of any regulatory authority or governmental authority having jurisdiction or that all such necessary consents and approvals have been obtained;
- (d) The execution and delivery of this Agreement and the completion of the transactions contemplated thereby does not and will not violate or constitute a breach of or a default under any agreement, instrument, charter, bylaw, statute, regulation, judgment, decree, order or law to which the Borrower is a party or by which any of its properties or rights are bound or affected;
- (e) The Borrower is not in default under any agreement or instrument to which it is a party except for any default which is not substantial or material and which does not prejudice the position of the Lender under this Agreement except as disclosed in writing to the Lender;
- (f) The Borrower is not in default in any material respect with respect to its obligations under any licences or permits to own or operate its properties or assets or to carry on its business as conducted on the date hereof;
- (g) There are no suits, actions, litigation, arbitrations, mediations or governmental proceedings pending or to the best of its knowledge threatened against the Borrower or any of its assets by any existing judgment, order or decree or other governmental action or proceeding pending or to the best of its knowledge threatened against it which might materially or adversely affect it in the operation of its business or any of its assets or which would prevent, hamper, contravene or make illegal the transactions contemplated by this Agreement;
- (h) All permits, licences, consents and other authorizations or approvals, whether from governments, regulatory or other bodies or from private persons requisite for this Agreement and the borrowing have been or will be, prior to any further advances hereunder, obtained by it as appropriate, and all necessary filings and reports to all regulatory agencies in respect thereof, have been or will have been properly made prior to any advance hereunder;
- (i) The Borrower has no liability for income, corporation, sales, withholding, property, business or other taxes or for assessments, remittances or payments required by any authorities or pursuant to any pension plan, not disclosed by its financial statements or

other statements provided to the Lender, except those accrued in the ordinary course of business since the date of such statements and which are not overdue;

- (j) The Borrower's books and records fairly and correctly set out and disclose in all material respects its financial position and all material financial transactions relating to its business have been accurately recorded in such books and records;
- (k) The contents of all documents, applications and financial statements furnished to the Lender by the Borrower to induce the Lender to make the Loan are, to the best of the Borrower's knowledge after reasonable due diligence, true and correct as at the date thereof and no material adverse change has occurred since the date thereof;
- (l) The financial statements provided to the Lender were prepared in accordance with generally accepted accounting principles;
- (m) The Borrower has full right and authority to grant, convey, assign, transfer, hypothecate, mortgage, pledge and charge its assets; and
- (n) All policies of insurance respecting the Facility placed by the Borrower as Tenant are in good standing and all premiums with respect to same have been paid.

#### **Reliance on Representations and Warranties**

- 8.2 All representations and warranties contained herein and all representations and warranties contained in any financial statements or other documents furnished or to be furnished hereunder are material, shall be deemed to have been relied upon by the Lender, and shall survive and continue in full force and effect for the benefit of the Lender so long as any part of the Indebtedness exists. All such representations and warranties shall be deemed to be given at and as of the date hereof and as of the date of each advance or other provision of credit contemplated by this Agreement with the same effect as if made on and as of each such date.

### **ARTICLE 9. GENERAL**

#### **No Partnership**

- 9.1 Nothing in this Agreement or in the relationship of the parties to this Agreement shall be construed as in any way creating a partnership between them.

#### **Termination of Agreement**

- 9.2 This Agreement shall continue in force notwithstanding that there may be at any time and from time to time no Indebtedness, until terminated by the Lender or the Borrower, by written notice to the other. This Agreement may only be terminated by the Borrower at a time when there is no Indebtedness or other obligation (direct or indirect) of the Borrower to the Lender. Upon termination of this Agreement the Borrower shall be entitled to cancellation of the Promissory Note given as Security then held by the Lender. The Borrower shall be liable to reimburse the Lender for all reasonable costs and expenses incurred by the Lender in the preparation, execution, delivery, and, if appropriate, registration of any such discharges or releases, including without limitation, legal fees as between a solicitor and his own client on a full indemnity basis.

## **Notices**

9.3 Any notice, request, demand or other communication to be given hereunder by any party shall be duly given or made when communicated by one of the forms of communication hereafter set forth, to the party to which such notice, demand, or other communication is required or permitted to be given or made under this Agreement at the address designated by such party. The forms of communication and the time at which a communication in any such form shall be deemed for the purposes of this Agreement to have been received are:

- (a) Prepaid registered mail, on the third Business Day following the date of mailing;
- (b) Facsimile transmission on the Business Day following the date of sending; and
- (c) Personal delivery in writing to the designated addressee, on the Business Day of actual receipt;

provided that in case of any interruption for any reason of any one or more of the modes of communication listed above, the parties shall use a mode of communication which is not so interrupted with the intent that a mode of communication will be used which will give the addressee timely notice of the communication.

## **Addresses for Notice**

9.4 The address of each of the parties hereto is until otherwise advised shall be the address appearing at the beginning of this Agreement.

## **Further Assurances**

9.5 The Borrower and the Guarantor shall from time to time and at all times do or cause to be done such further acts and execute and deliver or cause to be executed and delivered such further documents and security as shall be reasonably required by the Lender in order to perform and carry out the intentions and terms of this Agreement.

## **Time of Essence**

9.6 Time shall be of essence of this Agreement.

## **No Amendment**

9.7 No term or provision of this Agreement may be changed, waived, amended or varied except by agreement in writing executed by the parties hereto or by the party waiving any term or provision.

## **No Waiver**

9.8 Failure by the Lender to insist upon the strict performance, observance or satisfaction of any of the covenants or conditions contained herein shall not be construed as a waiver of any such covenant or condition.

## **Entire Agreement**

- 9.9 Except as expressly provided for herein, this Agreement, the Promissory Note and any other document or instrument hereto constitutes the entire agreement between the parties relating to the subject matter hereof, and all other agreements, representations, warranties memorandums and collateral agreements are expressly superseded by the terms hereof.

## **Assignment**

- 9.10 This Agreement may not be assigned by the Borrower without the prior written consent of the Lender.

## **Enforceable Terms**

- 9.11 If any one or more of the provisions of this Agreement is determined to be invalid or unenforceable in any jurisdiction, the same shall be severed as to that jurisdiction only and all other provisions shall remain effective.

## **Enurement**

- 9.12 This Agreement shall enure to the benefit of the Lender, its successors and assigns and shall be binding upon the Borrower and its successors and permitted assigns.

## **Counterparts and Facsimile**

- 9.13 This Agreement may be signed in two or more counterparts, and may be transmitted by email or facsimile, each of which shall be deemed to be an original and the reproduction of signatures by email or facsimile will be treated as binding as if originals, and all of which together shall constitute one and the same instrument

**IN WITNESS WHEREOF** the parties have executed this agreement effective on the date stated at the beginning of this Agreement.

### **THE LENDER**

#### **CITY OF LANGFORD**

By its authorized signatory(ies):

Per: \_\_\_\_\_

Per: \_\_\_\_\_

### **THE BORROWER**

#### **THE CANADIAN RUGBY UNION**

By its authorized signatory(ies):

Per: \_\_\_\_\_

Per: \_\_\_\_\_

**SCHEDULE "A"**  
**FORM OF PROMISSORY NOTE**

DATE: August 31, 2017

VICTORIA, BRITISH COLUMBIA

AMOUNT: \$1,000,000.00

DUE DATE: AUGUST 31, 2019

The Undersigned, **THE CANADIAN RUGBY UNION** of 3024 Glen Lake Road Victoria, British Columbia V9B 4B4 (the "Maker") promises to pay to the order of **THE CITY OF LANGFORD**, 2nd Floor - 877 Goldstream Avenue Victoria, B.C. V9B 2X8 (the "Holder") the sum of One Million (\$1,000,000.00) Dollars, together with interest at the rate set forth herein, payable on the Due Date.

The interest rate shall be the best rate charged to the Holder by its financial institution at the time of the first advance under this Note.

In the event the Note is not paid on the Due Date, interest on the principal and interest then outstanding will accrue at the interest rate plus Five (5%) until paid. The due date for the extended due date is August 31, 2021.

In the event the Note is not paid on or before August 31, 2021, interest on the principal and interest then outstanding will accrue at the interest rate plus ten (10%) until paid. The due date for payment is August 31, 2022.

The principal amount and any interest owing hereunder or any part thereof may be paid at any time and from time to time without notice or bonus or penalty.

Extension of the time of payment of all or any part of the amount owing hereunder at any time shall not release the Undersigned hereof.

The Undersigned waives demand and presentment for payment, notice of non-payment, protest and notice of protest of this Note.

**FOR VALUE RECEIVED**  
**THE CANADIAN RUGBY UNION**

Per: \_\_\_\_\_



## Staff Report to Council

**Date:** February 19, 2018

**Department:** Land Development

**Application No.:** DVP17-0029

**Subject:** Application for Development Variance Permit to allow a road to be constructed further than 305m from a highway that has two routes available to emergency vehicles at 2342 Lairds Gate

---

### **PURPOSE**

Jared Steingard has applied on behalf of Paul Goudy and Kirsten Peters for a development variance permit to allow a road to be constructed further than 305m from a highway that has two routes available to emergency vehicles to access that point on the highway at 2342 Lairds Gate as shown on **Appendix A – Subdivision Plan**.

### **BACKGROUND**

#### PREVIOUS APPLICATIONS

On July 18<sup>th</sup>, 2005, Council adopted Bylaw № 944, which rezoned the property at 999 and 1000 Gade Road from GB1 (Greenbelt 1) to the CD6 (Comprehensive Development 6 – Bear Mountain) Zone and increased the overall density of development in the CD6 (Comprehensive Development 6 – Bear Mountain) Zone to a total of 2983 dwelling units.

On August 21, 2006 Council adopted Bylaw № 1027 (an OCP amendment Bylaw), which amended Appendix 'M' (Bear Mountain Estates Area Plan) of the OCP by amending the distribution of land uses within the Land Use Concept Plan.

On October 2<sup>nd</sup>, 2006 Council adopted Bylaw № 1028 (a zoning bylaw amendment), which amended the CD6 (Comprehensive Development 6 – Bear Mountain) Zone by increasing the maximum permitted residential density to a total of 5000 dwelling units and inserting new amenity requirements, additional permitted uses, subdivision requirements, and setback / height provisions.

On November 2<sup>nd</sup>, 2009, Council adopted Bylaw № 1254, which created a new Area 6 within the CD6 (Comprehensive Development 6 – Bear Mountain) Zone for 2510 Echo Valley Drive in order to implement the applicant's proposal to limit development potential of this property to 15 one-family residential lots and to preserve approximately 55% of the property as natural open space.

On September 19th, 2016, Council adopted Bylaw № 1620, (a zoning bylaw amendment), which amended the CD6 (Comprehensive Development 6 – Bear Mountain) Zone 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. However a Section 219 Covenant was registered as part of this application restricting the density of development to 25 lots for a minimum of 5 years following adoption of the amendment bylaw.

Development Permit Nos DP11-0047, DP13-0045 and DP17-0020 have been issued with respect to altering land and subdividing within the Environmentally Sensitive and Hazardous Area Development Permit Area designations noted in Table 1.

**Table 1: Site Data**

|                           |                                                                                                                                                           |
|---------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|
| <i>Applicant</i>          | Jared Steingard                                                                                                                                           |
| <i>Owner</i>              | Paul Goudy and Kirsten Peters                                                                                                                             |
| <i>Civic Address</i>      | 2342 Lairds Gate                                                                                                                                          |
| <i>Legal Description</i>  | lot 1 Sections 1 And 2 Range 4 West Highland District Plan Vip83411 Except Parts In Plans EPP40953, EPP53263 and EPP75010 (SEE PLAN AS TO LIMITED ACCESS) |
| <i>Size of Property</i>   | 6.73 ha (16.44 ac)                                                                                                                                        |
| <i>DP Areas</i>           | Extreme Fire Hazard, Habitat and Biodiversity, Riparian Areas, Steep Slopes, and Woodland                                                                 |
| <i>Zoning Designation</i> | CD6 Area 6                                                                                                                                                |
| <i>OCP Designation</i>    | Hillside or Shoreline                                                                                                                                     |

#### SITE AND SURROUNDING AREA

This is the third phase of the Grand Forest Close subdivision located on the south east face of Mini-Skirt Mountain in Bear Mountain as shown on **Appendix C- Area Map**. Access is provided from Nicklaus Drive by way of Grand Forest Close. The land is bedrock controlled with forest and steep rocky outcrops. 40% of the land is to be preserved as Open Space as per development permit DP17-0020 and covenant CA382571.

**Table 2: Surrounding Land Uses**

|              | <b>Zoning</b> | <b>Use</b>                             |
|--------------|---------------|----------------------------------------|
| <i>North</i> | CD6A          | Future Bear Mountain development sites |
| <i>East</i>  | CD6A          | Future Bear Mountain development sites |

---

|              |           |                                                                      |
|--------------|-----------|----------------------------------------------------------------------|
| <i>South</i> | CD12      | Future Bear Mountain and South Skirt Mountain development sites      |
| <i>West</i>  | CD6, CD6A | One-family residential, currently under development, and Golf Course |

### **COMMENTS**

The applicant has applied for a 10 lot fee simple subdivision with a proposed extension of Lairds Gate that would require the dedication of road further than 305m from a highway with two emergency access routes contrary to Bylaw 1000 s.4.17.1. The distance is measured from the intersection of Nicklaus Drive and Grand Forest close as shown on **Appendix B – Variance Plan**.

Due to the topography of the site, the existing overall design of Bear Mountain, and the rezoning requirement to preserve 40% of the land as open space, secondary access to the Lairds Gate is not feasible at this time.

The owners of the new lots would be required to mitigate the risk of fire by following the requirements of the Wildland Interface Zone Fire Hazard Assessment as appended to the Development Permits registered on title. This ensures fire-retardant roof materials, non-combustible siding and low combustible landscaping are used.

In the past, when a variance such as this has been considered by Council, conditions of approval such as a requirement for fire sprinklers within buildings have been applied.

### **OPTIONS**

#### **Option 1**

That the Planning, Zoning and Affordable Housing Committee recommend that Council:

1. Direct staff to proceed with consideration of the following variances for 2342 Lairds Gate:
  - a) That Section 4.17.1 of Subdivision and Development Servicing Bylaw No. 1000 be varied to increase the maximum length of road allowed past a highway that has two routes available to emergency vehicles from 305m to 505m, subject to:
    - i) The registration of a Section 219 Covenant prior to the issuance of this Development Variance Permit requiring the installation of internal fire sprinklers to NFPA standards, to the satisfaction of the Chief Building Inspector and Fire Chief;

#### **OR Option 2**

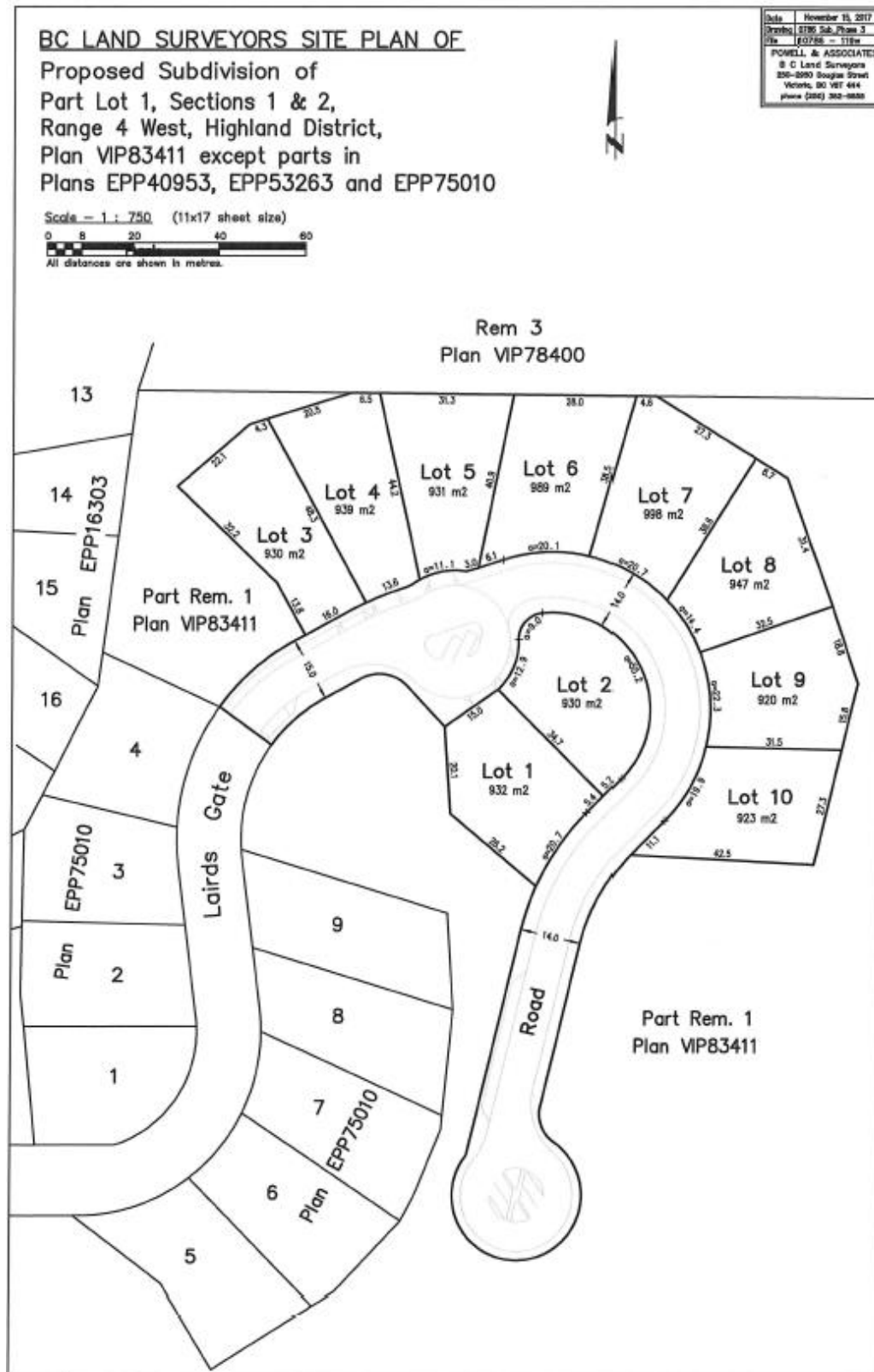
2. Reject this application for development variance permit.
-

---

|               |                                                          |
|---------------|----------------------------------------------------------|
| Submitted by: | James Oliver                                             |
| Concurrence:  | Matthew Baldwin, MCIP, RPP Director of Planning          |
| Concurrence:  | Cory Manton, Manager of Parks and Recreation             |
| Concurrence:  | Michelle Mahovich, P.Eng, P.Geo, Director of Engineering |
| Concurrence:  | Leah Stohmann, MCIP, RPP, Deputy Director of Planning    |
| Concurrence:  | Michael Dillabaugh, CPA, CA, Director of Finance         |
| Concurrence:  | Braden Hutchins, Director of Corporate Services          |
| Concurrence:  | Darren Kiedyk, Chief Administrative Officer              |

:JO

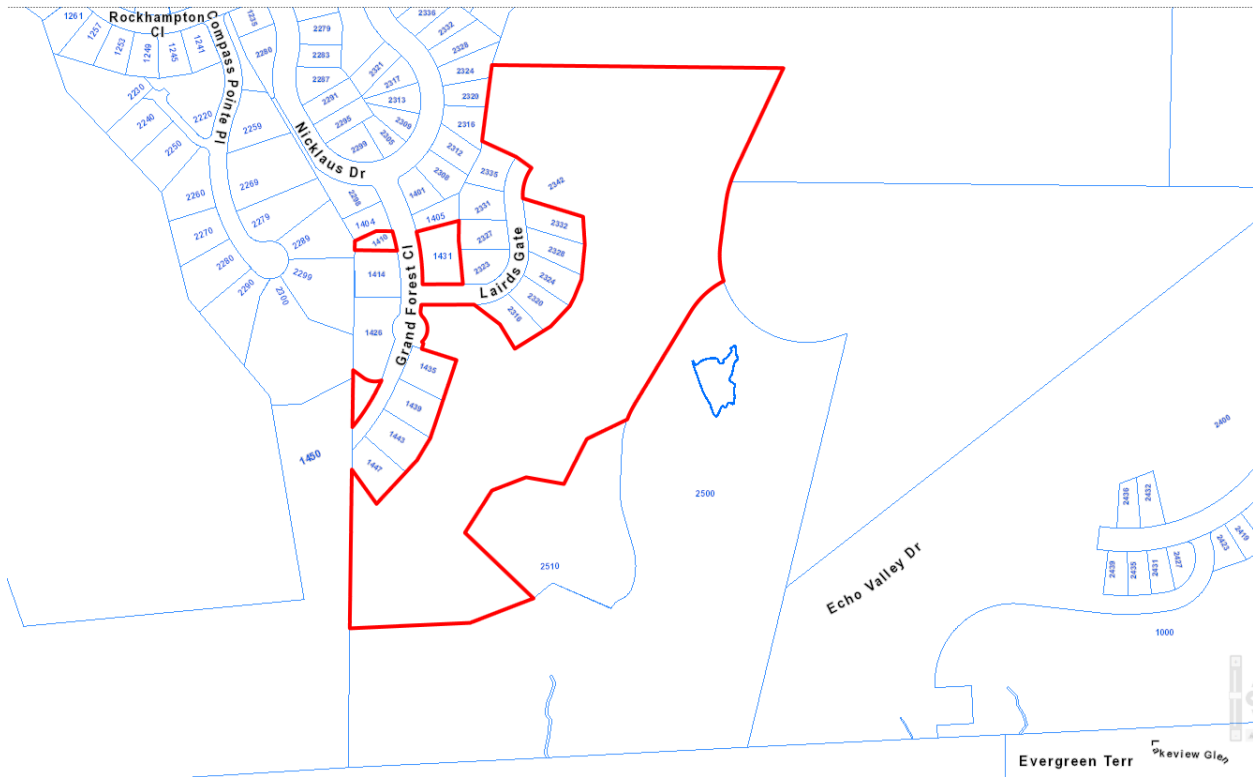
## Appendix A – Subdivision Plan



Appendix B – Variance Plan



## Appendix C – Location Map





## Staff Report to Council

**Date:** February 19, 2018

**Department:** Administration

**Subject:** Closure and Disposition of Goldstream Avenue – Bylaw No. 1754

---

### Background

While the applicant of 1085 Goldstream Avenue was progressing with their rezoning, it was noted through their survey work that land which was thought to be privately owned was actually dedicated road. The applicant then approached the City with an offer to purchase this portion of Goldstream Avenue fronting their site. The possibility of closing and selling this portion of Goldstream Avenue was included at the rezoning report and agreed to by Council. The attached Schedule 'A' outlines the proposed road closure in bold outline.

### Commentary

Wensley Architecture on behalf of Goldstream Holdings Inc. requested to purchase a portion of Goldstream Avenue that abuts their development site. The portion of road proposed to be closed (92m<sup>2</sup> or 992 ft<sup>2</sup>) was originally to be use for the location of their building. However, they adjusted the location of the building in order to protect Garry Oak trees in the boulevard of Leigh Road, which the City originally protected when the road improvements occurred on Leigh Road. The developer has agreed to pay the market value for this land, and the City has agreed to return this money if the Garry Oaks on Leigh Road remain undamaged following the construction of their building.

### Financial Implications

All costs associated with the closure and disposition of this portion of Goldstream Avenue would be the responsibility of the developer. Any necessary statutory right of ways, easements, or covenants arising as a result from this closure would also be the responsibility of the developer. The City would receive \$23,800 for this land, but would return this money if the Garry Oak trees in the Leigh Road boulevard remain undamaged.

### Legal Implications

There are no known legal implications with the closure and disposition of this portion of Goldstream Avenue.

**Options**

That Council;

1. Agrees to close and sell 92.2m<sup>2</sup> of road fronting 1085 Goldstream Avenue as outlined in this report in exchange for \$23,800;

**AND**

Give Goldstream Avenue Closure Bylaw No. 1754 1<sup>st</sup>, 2<sup>nd</sup>, and 3<sup>rd</sup> readings.

**OR**

2. Do nothing at this time, and not close Goldstream Avenue as outlined in this report.

Respectfully Submitted,

|               |                                                          |
|---------------|----------------------------------------------------------|
| Submitted by: | Robert Dykstra, MCIP, RPP Land Development Planner       |
| Concurrence:  | Matthew Baldwin, MCIP, RPP Director of Planning          |
| Concurrence:  | Leah Stohman, MCIP, RPP Deputy Director of Planning      |
| Concurrence:  | Michelle Mahovich, P.Eng, P.Geo, Director of Engineering |
| Concurrence:  | Michael Dillabaugh, Director of Finance                  |
| Concurrence:  | Darren Kiedyk, Chief Administrative Officer              |
| Concurrence:  | Braden Hutchins, Director of Corporate Services          |

:rd

## Schedule 'A'

Reference Plan of Part of Road Dedicated by  
Plan 12587, Section 99, Esquimalt District,  
to Accompany the City of Langford  
Road Closure Bylaw No. 1754.

Pursuant to Section 40 of the Community Charter and  
Section 120 of the Land Title Act.

BCGS 92B.043

The intended plot size of this plan is  
350 mm in width by 432 mm in height (C size)  
when plotted at a scale of 1:300.

Legend:

Old Bearings are derived from observations between  
Geodetic Control Monuments #16020 (1342670)  
and #323329 (2441519).

This plan shows horizontal ground-level distances  
unless otherwise specified. To compute grid distances,  
multiply ground-level distances by the average combined  
factor of 0.99960705 which has been derived from  
Geodetic Control Monuments #16020 and #323329.

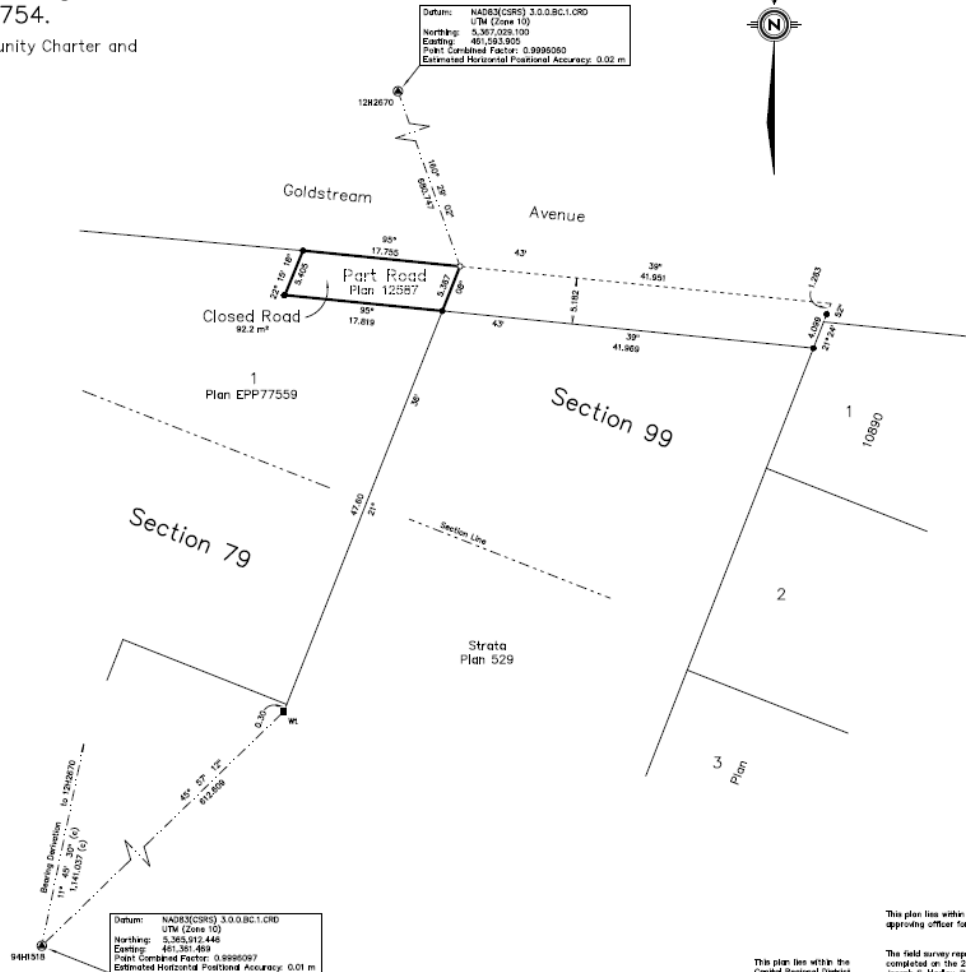
The UTM Coordinates and estimated horizontal positional  
accuracy achieved are derived from the published MASCOOT  
coordinate listings for Geodetic Control Monuments  
#16020 and #323329.

- Lead Plug Found
- Standard Iron Post Found
- Standard Iron Post Placed
- ⊗ Control Monument Found

Integrated Survey Area No. 51  
City of Langford  
NAD83(CSRS) 3.0.0.BC.1.ORD

Note:  
This plan shows one or more witness posts  
which are not set on the true corners.

McIlveney Riley Land Surveying Inc.  
#13 - 2244 Sooke Road  
Victoria, B.C. V9B 1X1  
(250) 474-5538  
www.mrls.ca  
File: 5097REP\_EPP78689



Plan EPP78689



This plan lies within the jurisdiction of the  
approving officer for the City of Langford.

This plan lies within the  
Capital Regional District

The field survey represented by this plan was  
completed on the 2nd day of November, 2017  
Joseph S. Hedges, BCLS #925

**CITY OF LANGFORD**  
**ROAD CLOSURE BYLAW NO. 1754, 2017**  
**Road Closure Bylaw**

---

WHEREAS, pursuant to Section 40 of the *Community Charter*, Council may, by bylaw, close a portion of a highway to traffic and remove the dedication of the highway, if prior to adopting the bylaw, Council publishes notices of its intention in a newspaper and provides an opportunity for persons who consider they are affected by the bylaw to make representations to Council;

AND WHEREAS the Council of the City of Langford deems it expedient to close to traffic and remove the dedication of highway of that portion of highway comprising a total of approximately 92.2m<sup>2</sup> (992 ft<sup>2</sup>), which was dedicated as highway by Plan 12587, shown outlined in a bold black line on the reference plan prepared by Joseph S. Hadley, BCLS on the 2<sup>nd</sup> day of November, 2017, a reduced copy of which is attached hereto (the "Road Closure Plan");

AND WHEREAS notices of Council's intention to close that portion of highway to traffic and to remove its dedication as highway were published in a newspaper and posted in the public notice posting place, and Council has provided an opportunity for persons who consider they are affected by the closure to make representations to Council;

AND WHEREAS the Council does not consider that the closure of the Closed Road will affect the transmission or distribution facilities or works of utility operators;

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

1. Attached to this Bylaw as Schedule "A" and forming part of this Bylaw is a reduced copy of the reference plan of highway closure  
  
(the "Road Closure Plan").
2. The City hereby authorizes the closure to traffic and removal of highway dedication of:  
  
the 92.2 square metres of highway, which was dedicated as highway by Plan 12587, labelled as "Closed Road" on the Road Closure Plan  
  
(the "Closed Road").
3. On deposit of the Road Closure Plan and all other documentation for the closure of the Closed Road in the Victoria Land Title Office, the Closed Road is closed to public traffic, it shall cease to be public highway, and its dedication as a highway is cancelled.
4. The Mayor and the Chief Administrative Officer of the City are authorized to execute all deeds of land, plans and other documentation necessary to affect this road closure and disposition.
5. This Bylaw may be cited as "Road Closure Bylaw No. 1754 (1085 Goldstream Avenue), 2017".

READ A FIRST TIME this day of, 2018.

READ A SECOND TIME this day of, 2018.

READ A THIRD TIME this day of, 2018.

APPROVED BY THE MINISTRY OF TRANSPORTATION AND INFRASTRUCTURE THIS DAY OF,  
2018.

ADOPTED this of, 2018.

---

MAYOR

---

(Certified Correct)  
CHIEF ADMINISTRATIVE OFFICER

# SCHEDULE "A" – Road Closure Plan

Plan EPP78689

Reference Plan of Part of Road Dedicated by  
Plan 12587, Section 99, Esquimalt District,  
to Accompany the City of Langford  
Road Closure Bylaw No. 1754.

Pursuant to Section 40 of the Community Charter and  
Section 120 of the Land Title Act.

BCGS 92B.043

The intended plan size of this plan is  
300 mm in width by 432 mm in height (C size)  
when plotted at a scale of 1:300

## Legend:

Old Boundaries are defined from observations between  
Geodetic Control Monuments #16022 (1245670)  
and #323329 (9441316).

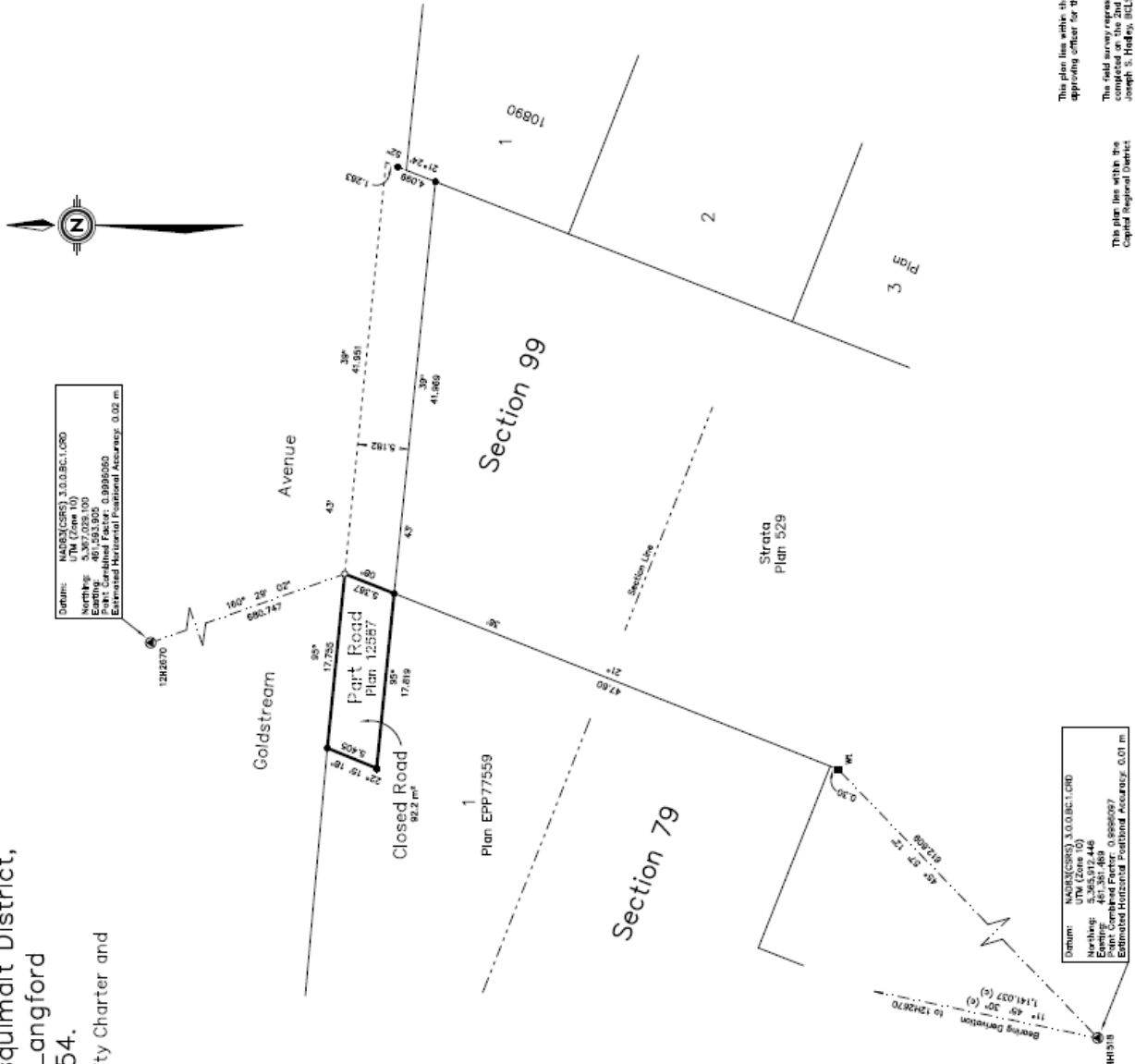
This plan shows horizontal ground-level distances  
unless otherwise specified. To compute grid distances,  
the plan must be reduced to mean sea level using a  
factor of 0.99960276, which has been derived from  
Geodetic Control Monuments #16020 and #323329.

The UTM Coordinates and estimated horizontal positional  
accuracy achieved are derived from the published MASCOIT  
datum and the Geodetic Control Monuments  
#116020 and #233329.

## Legend:

- Lead Plug Found
- Standard Iron Post Found
- Standard Iron Post Found
- Control Monument Found
- Integrated Survey Area No. 51
- City of Langford
- NAD83(CSRS) 3.0.0.BC.LORD

Note:  
This plan shows one or more witness points  
which are not set at the true corners.



McBarny Riley Land Surveying Inc.  
#13 - 2244 Sooke Road  
Sooke, BC V9C 2N1  
(250) 474-5338  
www.mrls.ca  
File: 5897867-EPP78689

This plan lies within the jurisdiction of the  
approving officer for the City of Langford.  
The field survey represented by this plan was  
conducted on 15/11/2017 by  
Joseph S. Hedley, BCLS #425

The plan lies within the  
jurisdiction of the  
Capital Regional District



# City of Langford

[www.cityoflangford.ca](http://www.cityoflangford.ca)

## Staff Report to Council

**Date:** February 19, 2018  
**Department:** Engineering  
**Subject:** TELUS Walk to Cure Diabetes – Request for Partnership and Support 2018, 2019, 2020

---

### Background

The Juvenile Diabetes Research Foundation (JDRF) is requesting Council's permission to host the Annual Telus Walk to Cure Diabetes (letter attached-Attachment A). This event has been held in Langford since 2012 and has been a great success. The 2017 event brought together hundreds of members of the JDRF Community and raised over \$115,000 to help cure and treat diabetes. The TELUS Walk to Cure Diabetes event provides an opportunity for individuals touched by type 1 diabetes the opportunity to unite and to raise critical funds for research focused on curing, treating and better preventing type 1 diabetes.

### Commentary

JDRF is requesting Council's permission to host the 2018 Telus Walk to Cure Diabetes, and additionally is seeking pre-approval for 2019 and 2020. The TELUS Walk to Cure Diabetes is set to take place for the next three years on Sunday, June 10, 2018, Sunday, June 9, 2019 and Sunday, June 14, 2020.

The walk will be taking place on the sidewalks and trails within Westhills, City Centre Park and Langford Lake areas, (map attached-Figure 1). The walk will begin at 10:00 am and finish at approximately 11:30 am.

### Financial Implications

The JDRF is asking that Council waive the \$35.00 permit fee and damage deposit. In addition, they would like to continue the relationship with the City and CCP who has hosted and supported this event for free since 2012. Performance Plus has confirmed their willingness to continue their support as in previous years.

## Legal Implications

With the adoption of the Traffic Bylaw on December 3, 1996, Council has jurisdiction over this matter.

## Options

That Council:

1. Grant permission for the Juvenile Diabetes Research Foundation to host the 2018 TELUS Walk to Cure Diabetes on Sunday, June 10, 2018 with the condition they have provided proof of \$5,000,000 liability insurance naming the City of Langford and Victoria Contracting and Municipal Maintenance Corporation as additional named insured; **AND**
2. Grant permission for the Juvenile Diabetes Research Foundation to host the TELUS Walk to Cure Diabetes for the next two (2) years on Sunday, June 9, 2019 and Sunday, June 14, 2020 with the condition they have provided proof of \$5,000,000 liability insurance naming the City of Langford and Victoria Contracting and Municipal Maintenance Corporation as additional named insured;

**AND;**

3. Waive the \$35.00 permit fee and damage deposit, as well as the fees for the use of CCP as in previous years, **OR**
4. NOT grant permission for the Juvenile Diabetes Research Foundation to host the Telus Walk to Cure Diabetes for the next three (3) years on Sunday, June 10, 2018, Sunday, June 9, 2019 and Sunday, June 14, 2020.

Respectfully submitted,

|               |                                                                       |
|---------------|-----------------------------------------------------------------------|
| Submitted by: | Michelle Mahovlich, P.Eng, P.Geo, Director of Engineering             |
| Concurrence:  | Cory Manton, Manager - Parks                                          |
| Concurrence:  | Matthew Baldwin, MCIP, RPP Director of Planning                       |
| Concurrence:  | Chris Aubrey, Fire Chief                                              |
| Concurrence:  | Lorne Fletcher, Manager of Community Safety and Municipal Enforcement |
| Concurrence:  | Cory Manton, Manager of Parks and Recreation                          |
| Concurrence:  | Leah Stohmann, MCIP, RPP, Deputy Director of Planning                 |
| Concurrence:  | Michael Dillabaugh, CPA, CA, Director of Finance                      |
| Concurrence:  | Braden Hutchins, Director of Corporate Services                       |
| Concurrence:  | Darren Kiedyk, Chief Administrative Officer                           |

MM/sel

Attachments

# ATTACHMENT A



January 10, 2018

Mayor Stewart Young and Council  
City of Langford  
877 Goldstream Ave., 2<sup>nd</sup> Floor  
Langford, BC  
V9B 2X8

Re: Letter of Request for the JDRF's 2018, 2019 and 2020 Walk to Cure Diabetes

Dear Mayor and Councilors,

Thank you so much for the **City of Langford's** partnership and support of the **2017 TELUS Walk to Cure Diabetes**, held at Westhills Stadium, City Centre Park, on Sunday, June 11<sup>th</sup>, 2017. It was a fun, family-oriented event that brought together hundreds of members of the Juvenile Diabetes Research Foundation (JDRF) community at the CCP and beautiful surrounding area of Westhills. We are pleased to tell you that over \$115,000 was raised at this event to fund research to help cure and treat Type 1 Diabetes (T1D).



As you may know, our event is closely linked to the CCP and area, having been generously hosted free of charge at CCP since 2012. We feel we can continue to grow the profile and success of the event with the added stability of a multi-year agreement. Respectfully, we request to hold future iterations of the Walk to Cure Diabetes on **Sunday, June 10, 2018, Sunday, June 9, 2019 and Sunday, June 14, 2020** in the same manner that the City of Langford has generously supported the Walk since 2012, which is to say at no cost to JDRF.

In return for the City of Langford's support, we'd like to continue offering the benefits associated with our highest level of sponsorship, which are as follows:

*Recognition before the event*

- Company logo with hyperlink option, on JDRF local event website and social media channels
- Company logo, with hyperlink, on all local event electronic newsletters
- Company logo on all Walk collateral and donation forms (timing dependent)
- Media coverage (variable)
- Invitation and recognition of company at Walk kick-off event

- Recognition/banner on-site during event launch
- Name recognition on-site during local kick-off event

*Visibility at the event*

- Company logo on sponsor board
- On-site banner at event (supplied by City of Langford/CCP)
- Covered booth for on-site activation (10X10 tent)
- Mention of company by event host
- Media coverage (variable)
- Speaking opportunity – opening ceremony – 1 minute max

*Post-event recognition*

- Invitation to local JDRF Walk recognition event
- Logo recognition in local electronic newsletter
- Logo recognition on local JDRF Walk event page until end of calendar year
- Media coverage (variable)

Your support and partnership for the last six years has been a key factor in the continuing success of this important event that raises both awareness about T1D and money to fund research to find a cure for this awful disease. We feel fortunate to have been able to host our event at the CCP, Ed Nixon Trail and surrounding areas of Westhills since 2012, and we would be very grateful to be able to continue to do so for the next three years.

I look forward to hearing from you. I'm more than happy to discuss any further details or answer any questions you may have.

Thank you,



**Jessica Koch, T1D since 2002**  
**Manager, Fundraising and Development**  
**JDRF Victoria Chapter (Serving Vancouver Island)**  
PO Box 47063 Langford, Victoria, BC V9B 5T2  
Phone: 250.370-7790 Email: jkoch@jdrf.ca

cc: Gerry St. Cyr, City Centre Park



**Important**

This map is for general information purposes only. The Capital Regional District (CRD) makes no representations or warranties regarding the accuracy or completeness of this map or the suitability of the map for any purpose. This map is not for navigation. The CRD will not be liable for any damage, loss or injury resulting from the use of the map or information on the map and the map may be changed by the CRD at any time.

Printed Sat, May 31, 2014

## TELUS Walk to Cure Diabetes

5K, 3K and 1.5K Routes

**Regional Community Atlas**

Capital Regional District  
gis@crd.bc.ca  
<http://www.crd.bc.ca>

**CRD**  
Making a difference... together



# City of Langford

[www.cityoflangford.ca](http://www.cityoflangford.ca)

## Staff Report to Council

**Date:** February 19, 2018  
**Department:** Engineering  
**Subject:** Award of West Shore Parkway Sewer Lift Station Engineering Design

---

### Background

The City has a New Building Infrastructure Grant for the West Shore Parkway Completion Project. The roadworks and improvements associated with this grant were completed with the road opening in the Fall of 2017. The last remaining item to be constructed that is funded from this grant is a new sewer pump station located at the south end of the West Shore Parkway at Sooke Road.

The purpose of this report is to obtain approval to award the engineering design for this lift station.

### Commentary

Westshore Environmental Services (WSES) is the sewer provider for Langford. WSES is completing their master sewer servicing plan using Kerr Wood Leidal Associates Ltd. (KWL). KWL is also working for the City at the location where the new sewer lift station will be located to undertake all of the drainage assessments for this area.

KWL has most recently designed the Austin Pump Station on Gorge Road, the Dysert Pump Station in Saanich and three for WSES in recent years.

For all of these reasons it is recommended to award the detailed design of the sewer lift station to KWL who have extensive experience designing lift stations.

KWL has provided a cost estimate of \$160,000 plus GST for the system planning, detailed design and tendering of the sewer pump station.

**Financial Implications**

The project can be funded through the New Building Canada Infrastructure Grant.

**Legal Implications**

None noted.

**Options**

That Council:

1. Award the Engineering Design for the West Shore Parkway Sewer Pump station to KWL for the amount of \$160,000 plus GST and fund this from the West Shore Parkway Completion Project grant budget;  
Or
2. Not award the Engineering Design for the West Shore Parkway Sewer Pump station to KWL for the amount of \$160,000 plus GST

Respectfully submitted,

|               |                                                            |
|---------------|------------------------------------------------------------|
| Submitted by: | Michelle Mahovich, P.Eng., P.Geo., Director of Engineering |
| Concurrence:  | Matthew Baldwin, MCIP, RPP Director of Planning            |
| Concurrence:  | Michael Dillabaugh, CPA, CA, Director of Finance           |
| Concurrence:  | Braden Hutchins, Director of Corporate Services            |
| Concurrence:  | Darren Kiedyk, Chief Administrative Officer                |

:mm



## Staff Report to Council

**Date:** February 19, 2018

**Department:** Planning

**Application No.:** OCP17-0005 / Z17-0037

**Subject:** Application to amend the Official Community Plan designation for 790 McCallum Road from *Neighbourhood* to *Mixed Use Employment Centre* and to rezone the land from CH1 (Cluster Housing Residential) to a New MUE2 (Mixed-Use Employment 2) Zone to Permit a Mixed Use Development

---

At their Regular Meeting of January 8, 2018, Council passed the following resolution with respect to the property at 790 McCallum Road:

*That Council*

1. Give 1<sup>st</sup> reading to the attached Bylaw No. 1461 to amend the Official Community Plan designation of the property located at 790 McCallum Road from *Neighbourhood* to *Mixed-Use Employment Centre*.
2. Give 1<sup>st</sup> reading to the Bylaw No. 1749 to amend the zoning designation of the property located at 790 McCallum from CH1 (Cluster Housing Residential) to a new MUE2 (Mixed-Use Employment 2) Zone with the addition of a three-storey height limit on townhouses and subject to the following terms and conditions:
  - a) That the applicant provides, **as a bonus for increased density**, the following contribution prior to issuance of a building permit or subdivision approval:
    - i. 16,200m<sup>2</sup> of land in a block form and location to the satisfaction of the Director of Planning; and either
    - ii. \$1,500,000 towards the City's General Amenity Reserve Fund for this site; OR
    - iii. An amenity building on this site to the satisfaction of the Director of Planning, with a certified construction value of \$1,000,000 and \$500,000 towards the City's General Amenity Reserve Fund; and either
    - iv. \$500,000 toward the City's General Amenity Reserve Fund for this site; OR

- 
- v. *Arts and Cultural structure(s) on this site to the satisfaction of the Director of Planning with a certified construction value of \$500,000.*
- b) *That the applicant provides, **prior to Bylaw Adoption**, the following:*
- i. *A technical memo from an engineer that verifies storm water can be adequately managed on-site for the proposed development, to the satisfaction of the Director of Engineering.*
  - ii. *The registration a 10m wide statutory right of way along the western and southern edges of the property for trail purposes; and*
  - iii. *Road dedication at Treanor Avenue for the future construction of a roundabout to the satisfaction of the Director of Engineering.*
- 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 a four-way signalized intersection be installed on McCallum Road at the main entry point to Costco (easterly) prior to issuance of a building permit or subdivision approval;*
  - ii. *That a roundabout be constructed along the frontage of this property on Treanor Road prior to issuance of a building permit or subdivision approval, to the satisfaction of the Director of Engineering.*
  - iii. *That a landscaped and irrigated trail be constructed along the southern and western edges within the 10m wide statutory right of way to bylaw 1000 standards prior to issuance of a building permit or subdivision approval, and to the satisfaction of the Manager of Parks;*
  - iv. *That all road dedication including widening of McCallum Road and any new internal municipal road is provided prior to issuance of a building permit or subdivision approval to the satisfaction of the Director of Engineering and Approving Officer;*
  - v. *That a Traffic Impact Assessment (TIA) be completed prior to issuance of a building permit or subdivision approval to the satisfaction of the Director of Engineering for the proposed development, and that the recommendations of the TIA be implemented;*
  - vi. *That all frontage improvements to Bylaw 1000 standards are provided prior to issuance of a building permit or subdivision approval, to the satisfaction of the Director of Engineering; and*
  - vii. *That a storm water management plan be provided prior to issuance of a building permit or subdivision approval and implemented, as per Bylaw 1000, all to the satisfaction of the Director of Engineering.*
3. *Direct staff to release the existing 30m wide restrictive covenant in exchange for of a 10m wide statutory right of way for a buffer and trail.*

## **COMMENTS**

At Council's regular meeting of February 5, 2018 they amended the bylaw to reflect a higher Amenity Contribution that the applicant offered. This increased Amenity Contribution to the General Amenity Fund now totals \$2,000,000 and is reflected in the bylaw.

The applicant has also requested to secure requirements within the registered covenant that were requested to be received prior to bylaw adoption. The applicant's lawyer has provided the necessary covenant to the City's satisfaction along with an undertaking to register the covenant. If Council agrees to this request, they may wish to grant final adoption.

Bylaw No.'s 1461 and 1749 was signed by the Ministry of Transportation on February 14, 2018.

## **OPTIONS**

That Council:

1. Adopt Bylaw No.'s 1461 and 1749.

**OR**

2. Take no action at this time with respect to Bylaw No.'s 1461 and 1749.

Respectfully Submitted,

|               |                                                          |
|---------------|----------------------------------------------------------|
| Submitted by: | Robert Dykstra, MCIP, RPP Land Development Planner       |
| Concurrence:  | Matthew Baldwin, MCIP, RPP Director of Planning          |
| Concurrence:  | Cory Manton, Manager of Parks and Recreation             |
| Concurrence:  | Michelle Mahovich, P.Eng, P.Geo, Director of Engineering |
| Concurrence:  | Leah Stohmann, MCIP, RPP, Deputy Director of Planning    |
| Concurrence:  | Michael Dillabaugh, CPA, CA, Director of Finance         |
| Concurrence:  | Braden Hutchins, Director of Corporate Services          |
| Concurrence:  | Darren Kiedyk, Chief Administrative Officer              |

:rd

**CITY OF LANGFORD  
BYLAW NO. 1461**

**A BYLAW TO AMEND BYLAW NO. 1200,  
“LANGFORD OFFICIAL COMMUNITY PLAN BYLAW, 2008”**

---

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

A. Langford Official Community Plan Bylaw No. 1200, 2008 is amended as follows:

1. By deleting from the “NEIGHBOURHOOD” designation and adding to the “MIXED USE EMPLOYMENT CENTRE” designation the property legally described as Lot A, Sections 112 and 112A, Esquimalt District, Plan VIP67382 (790 McCallum Road) 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 Official Community Plan Bylaw, Amendment No. 14, (790 McCallum Road), 2018”.

READ A FIRST TIME this 8<sup>th</sup> day of January, 2018.

PUBLIC HEARING held this 5<sup>th</sup> day of February, 2018.

READ A SECOND TIME this 5<sup>th</sup> day of February, 2018.

READ A THIRD TIME this 5<sup>th</sup> day of February, 2018.

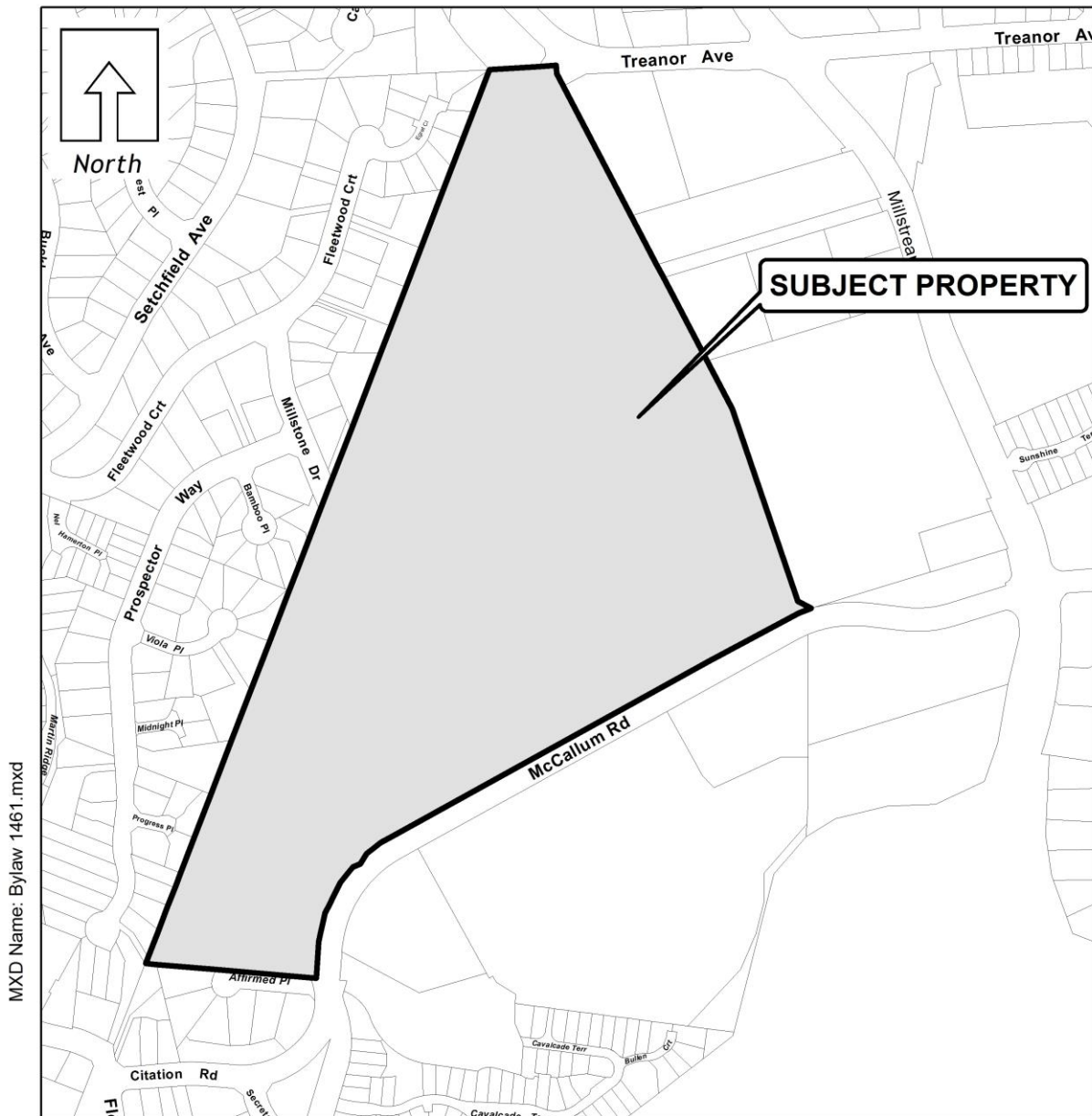
ADOPTED this day of , 2018.

---

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. 1461

\_\_\_\_\_  
MAYOR

ADOPTION: \_\_\_\_\_

\_\_\_\_\_  
CORPORATE OFFICER

Scale: N.T.S.

Last Revised: November 14, 2017

**CITY OF LANGFORD  
BYLAW NO. 1749**

**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 as Section 6.53B the text attached as Schedule A;
2. By adding as Section 6(f) to Appendix G the text attached as Schedule B;
3. By adding as Section 10(e) to Appendix H the text attached as Schedule B;
4. By deleting from the **CH1 (Cluster Housing Residential)** zone and adding a new **MUE2 (Mixed-Use Employment 2)** zone the property legally described as Lot A, Sections 112 and 112A, Esquimalt District, Plan VIP67382 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. 515, (790 McCallum Road), 2018".

READ A FIRST TIME this 8<sup>th</sup> day of January, 2018.

PUBLIC HEARING held this 5<sup>th</sup> day of February, 2018.

READ A SECOND TIME this 5<sup>th</sup> day of February, 2018. (Amended at Second Reading)

READ A THIRD TIME this 5<sup>th</sup> day of February, 2018.

APPROVED BY THE MINISTRY OF TRANSPORTATION THIS 14<sup>th</sup> day of February, 2018.

ADOPTED this day of , 2018.

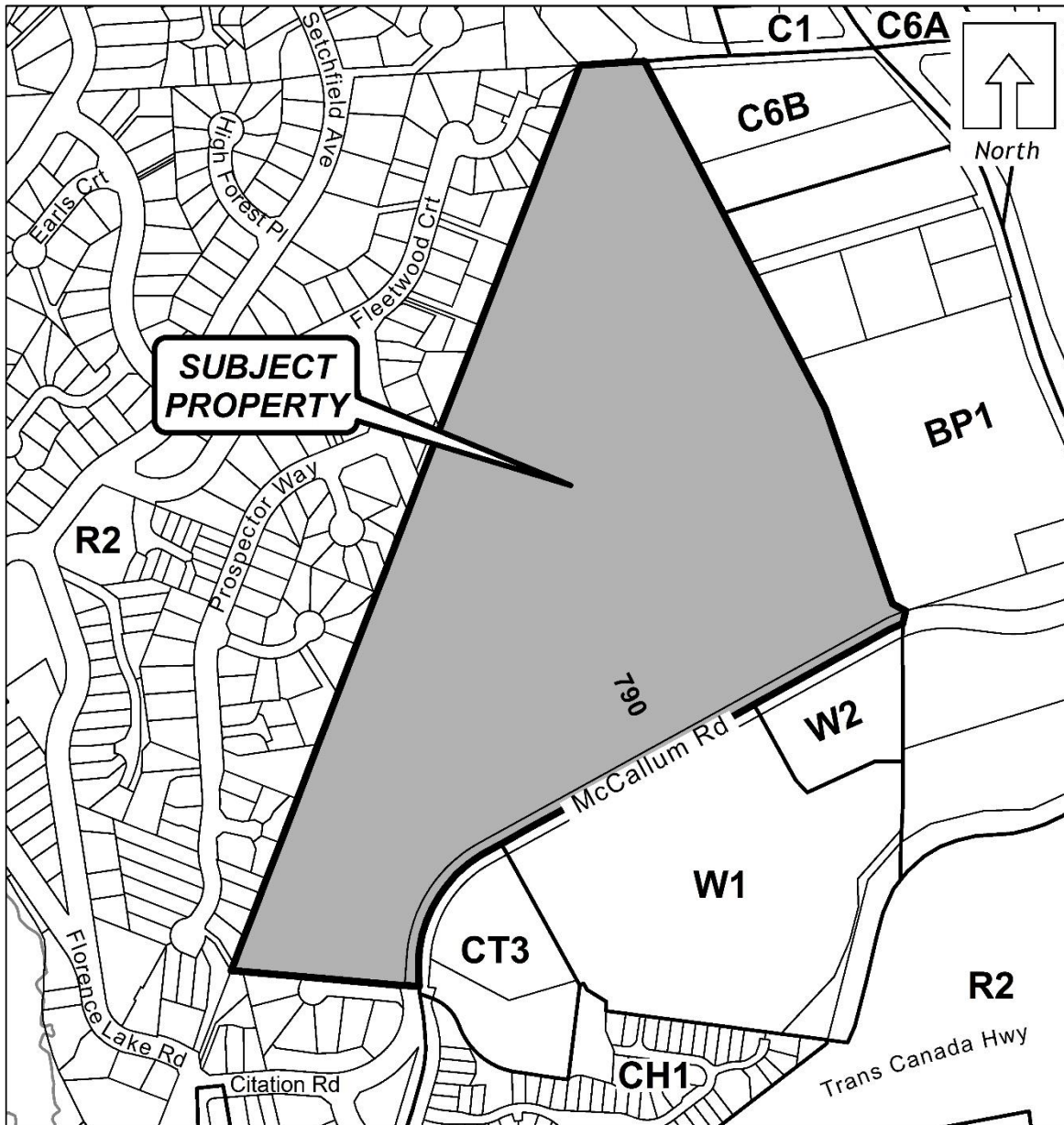
---

MAYOR

---

(Certified Correct)  
CORPORATE OFFICER

Document Name: Bylaw\_1749



I HEREBY CERTIFY THIS TO BE A TRUE COPY  
OF PLAN No. 1 AS DESCRIBED  
IN SECTION A1 OF BYLAW No. 1749

\_\_\_\_\_  
MAYOR

ADOPTION: \_\_\_\_\_

\_\_\_\_\_  
CORPORATE OFFICER

Scale: N.T.S.

Last Revised: 10/4/2017

## **Schedule A**

### **Section 6.53B – Mixed-Use Employment 2 (MUE2) Zone**

(Bylaw No. 1749)

#### **6.53B.01 Permitted Uses**

- (1) The following uses and no others are permitted in the Mixed Use Employment 2 (MUE2):

##### **Restaurant, Retail and Other Service Commercial Uses**

- (a) Financial institutions, excluding drive-thru;
- (b) Hotels;
- (c) Parking facilities, excluding vehicle storage;
- (d) Premises licensed pursuant to the Liquor Control and Licensing Act;
- (e) Restaurants, excluding drive-in and drive-thru, limited to 1,858 m<sup>2</sup> of gross floor area;
- (f) Retail stores, limited to 5,574 m<sup>2</sup> of gross floor area;

##### **General Uses**

- (g) accessory buildings and uses;
- (h) public transportation depots including, but not limited to the generality of the foregoing: bus stations, bus transfer sites, aerial tram stations, mass transit stations;
- (i) temporary construction and real estate marketing offices;
- (j) uses permitted by Section 3.01 of this Bylaw.

##### **Business and Technology Uses**

- (k) biomedical, scientific or technological research and/or manufacturing within an enclosed building;
- (l) commercial kitchens and facilities for food catering;
- (m) electronics manufacturing;
- (n) film production studios;
- (q) offices and professional offices;
- (r) printing, publishing and book binding;
- (s) repair and rental of goods, equipment, tools and small equipment relating directly to any other permitted use in this zone;

##### **Educational, Cultural and Recreational Uses**

- (t) assembly and entertainment uses, including but not limited to the generality of the foregoing: art gallery; auditorium; concert hall; exhibition hall; performing arts centre, and theatres;
- (u) community care facilities;

- (v) group daycare in accordance with Section 3.26.02;
- (w) gymnasiums, health clubs and places of recreation, including but without limiting the generality of the foregoing: arena, bowling (indoor or outdoor) community centre; courts for racquet sports (indoor or outdoor); athletic training facilities (indoor or outdoor); ballet schools; martial arts schools; swimming pools;
- (x) places of indoor and outdoor recreation;
- (y) schools, including universities, colleges, business colleges and trade schools;

**Residential Uses**

- (z) apartments;
- (aa) assisted living apartments;
- (bb) townhouses;

**6.53B.02 Height of Principal Use Buildings**

- (1) No townhouse may exceed a height of three storeys.

**6.53B.03 Setbacks**

- (1) No building or structure may be located:
  - (a) Within 2.0 m of any lot line that adjoins a highway;
  - (b) Within 6.0 m of any lot line that adjoins a lot in a Residential or Multiple Residential Zone;
- (2) Notwithstanding subsection 6.53B.02(1), townhouses may be located:
  - (a) Within 3.0m (9.8 ft) of any front lot line, but not within 5.5m (18 ft) of a portion of a building comprising of an attached garage;
  - (b) Within 5.5m (18 ft) of any rear lot line;
  - (c) Within 1.2m (4 ft) of an interior side lot line;
  - (d) Within 3.5m (11.5 ft) of any exterior side lot line.

**6.53B.04 Density of Development**

- (1) There may not be any development on any parcel of land that does not have access to a highway, and where a parcel of land has access to a highway there may not be more than one residential dwelling unit or more than 150m<sup>2</sup> of non-residential gross floor area in the Mixed-Use Employment 2 (MUE2) Zone;
- (2) Notwithstanding subsection 6.53B.03(1), there may be more than one residential dwelling unit, but not more than 300 residential units, and more than 150m<sup>2</sup> of non-residential gross floor area but not more than 14,000m<sup>2</sup> of non-residential gross floor area in the Mixed-Use Employment 2 (MUE2) Zone, if the owner of the land proposed to be built upon has:

- (a) entered into an agreement with the City of Langford, to the satisfaction of Council, to provide to the City;
  - i. 16,200m<sup>2</sup> of land in a block form and location to the satisfaction of the Director of Planning; and either
  - ii. \$1,500,000 towards the City's General Amenity Reserve Fund for this site; OR
  - iii. An amenity building on this site to the satisfaction of the Director of Planning, with a certified construction value of \$1,000,000 and \$500,000 towards the City's General Amenity Reserve Fund; and either
  - iv. \$500,000 toward the City's General Amenity Reserve Fund for this site; OR
  - v. Arts and Cultural structure(s) on this site to the satisfaction of the Director of Planning with a certified construction value of \$500,000.
- (3) Notwithstanding subsections 6.53B.02(1) and (2) there may be more than 300 residential units or more than 14,000m<sup>2</sup> of non-residential gross floor area in the Mixed-Use Employment 2 (MUE2) Zone, if the owner of the land proposed to be built upon provides to the City a traffic impact assessment that analyzes the impact of development proposed beyond 300 residential units and 14,000m<sup>2</sup> of non-residential gross floor area on the surrounding road network, and has entered into an agreement with the City of Langford with regards to required road dedication and off-site traffic improvements recommended by the traffic impact assessment, as well as full frontage improvements to Subdivision and Development Servicing Bylaw No. 1000 standards, all to the satisfaction of the Director of Engineering;
- (4) Under no circumstances may the density of development within the MUE2 zone exceed a floor area ratio of 6:1;

#### **6.53B.05 General**

The relevant regulations of Part 3 of this Bylaw apply

### **Schedule B**

For those lands located within the Mixed-Use Employment 2 (MUE2) Zone, the following additional landscaping provisions shall apply:

- I. A continuous landscape and screening area not less than 2.0 m wide shall be provided along the developed portion of each lot which abuts a highway. The landscaping shall have a height of not less than 1.5 m and may include a decorative fence.
- II. A continuous landscape and screening area not less than 2.5 m wide containing a decorative fence not less than 1.8 m in height together with decorative planting must be provided along the developed portion of each lot which abuts a property in a Residential or Multiple Residential Zone, except where the boundary between the two lots is separated by a highway. This landscape and screening area may be interrupted at boulevard crossings, or to provide necessary pedestrian access for entering a building or for viewing shop windows.



## Staff Report to Council

**Date:** February 19, 2018  
**Department:** Planning  
**Application No.:** Z17-0024  
**Subject:** Bylaw No. 1717 - Application to Amend the Text of the CD6 (Comprehensive Development 6 – Bear Mountain) Zone to Allow for a Townhouse Development at 2500 Echo Valley Drive

---

At the Regular Meeting of Council on September 5, 2017, Council passed the following resolution with respect to the property at **2500 Echo Valley Drive**:

That Council direct staff to prepare a bylaw to amend the text of “Area 2” of the CD6 (Comprehensive Development 6 – Bear Mountain) Zone to permit the development of townhouses at a maximum density of 50 dwelling units per hectare (20 dwelling units per acre) on the property at 2500 Echo Valley Drive, subject to the following terms and conditions:

- a) *That the applicant provides, prior to Public Hearing:*
  - i. *A detailed site plan illustrating the proposed development and two routes for access to and egress from the site;*
  - ii. *A stormwater management plan to the satisfaction of the Director of Engineering and the Approving Officer;*
  - iii. *Confirmation of adequate water, fire flow and sanitary sewer capacities to serve the proposed development;*
- b) *That the applicant provides, prior to Bylaw Adoption, a Section 219 Covenant, registered in priority of all other charges on title, that agrees:*
  - i. *That all frontage improvements, to the satisfaction of the Director of Engineering, be constructed prior to subdivision approval of Building Permit issuance, whichever occurs first;*

- ii. *That any on- or off-site improvements required by the stormwater management plan be implemented, to the satisfaction of the Director of Engineering, prior to subdivision approval or Building Permit issuance, whichever occurs first;*
- iii. *That a water supply, meeting the Fire Underwriter's Survey (FUS) requirements be established prior to any construction on the site;*
- iv. *That access to the site, including two routes for access to and egress from (if required and unless varied) from the site be provided to the satisfaction of the Director of Engineering and the Fire Chief prior to subdivision or Building Permit issuance, whichever occurs first;*
- v. *That provisions be provided to run with and be a charge upon the lands to notify future landowners that the lands are located in proximity to a developing area that may cause general noise and other nuisances, and that the owner assumes all risk and annoyance of nuisances caused by continuing development from time to time; and*
- vi. *That public road access and servicing to Bylaw No. 1000 standards, or some other legal mechanism accomplishing the same purposes for access and servicing, be extended through the subject property to the boundary of the property legally described as Lot A, Section 1, Range 4 West, Highland District, Plan EPP40953 (See Plan as to Limited Access), to the satisfaction of the Director of Engineering and the Approving Officer, prior to the issuance of a Building Permit or subdivision approval, whichever occurs first.*

Council gave First Reading to Bylaw No. 1717 at their meeting on September 18, 2017.

#### **COMMENTS**

Following the September 18, 2017 meeting, significant discussion has taken place between City staff, the applicant and other Bear Mountain developers regarding equitable cost-sharing for the construction of regional services benefitting the subject lands. As a result of these discussions, Council may wish to rescind the September 18, 2017 First Reading of Bylaw No. 1717 and give First Reading to a revised Bylaw No. 1717.

The revised Bylaw includes a requirement for the applicant to contribute \$3,667 per Single Family Equivalent (SFE) to the City's General Amenity Reserve Fund. This contribution is intended to represent the amount that would be payable for the non-DCC portion of the Leigh Road Interchange project, if the subject lands were included in the Leigh Road Interchange Local Service Area Agreement (which they are not). Council may wish to pay down the Leigh Road Interchange LSA debt in an amount equivalent to the payment made by the development at 2500 Echo Valley Drive at the time of Building Permit issuance.

In addition, Council may wish to pass a revised resolution, requiring that the following be added to a Section 219 Covenant, registered in priority of all other charges on title, prior to Bylaw Adoption:

- a) That the applicant shall remain a signatory to the Bear Mountain Parkway Extension Local Service Area agreement;
- b) That the applicant shall enter into the Skirt Mountain Water Reservoir Agreement prior to the issuance of a Building Permit for any construction on the Land; and
- c) That the applicant shall not construct on the Land any residential building that is not equipped with sprinklers complying with NFPA standards for such buildings and structures unless, at the time of applying for the Building Permit, the applicant has paid to the City for the acquisition of firefighting equipment and apparatus and the training of firefighting personnel \$2,500 per single family dwelling authorized by the Permit, \$1,525 per dwelling unit for townhouses and three-family dwellings authorized by the Permit, and \$1,650 per dwelling unit for two-family dwellings and single family dwellings on lots with areas less than 550 square metres authorized by the Permit.

The subject lands were not originally included in these agreements or the Bear Mountain Master Development Agreement as redevelopment of the lands to a higher density was not anticipated under the previous ownership.

#### OPTIONS

That Council:

- 1. Rescind First Reading of Bylaw No. 1717 given on September 18, 2017 and give First Reading to Bylaw No. 1717 as amended; and
- 2. Amend the Resolution of September 18, 2017 by adding the following to clause b):
  - vii. *That the applicant shall remain a signatory to the Bear Mountain Parkway Extension Local Service Area agreement;*
  - viii. *That the applicant shall enter into the Skirt Mountain Water Reservoir Agreement prior to the issuance of a Building Permit for any construction on the Land; and*
  - ix. *That the applicant shall not construct on the Land any residential building that is not equipped with sprinklers complying with NFPA standards for such buildings and structures unless, at the time of applying for the Building Permit, the applicant has paid to the City for the acquisition of firefighting equipment and apparatus and the training of firefighting personnel \$2,500 per single family dwelling authorized by the Permit, \$1,525 per dwelling unit for townhouses and three-family dwellings authorized by the Permit, and \$1,650 per dwelling unit for two-family dwellings and single family dwellings on lots with areas less than 550 square metres authorized by the Permit.*

---

**OR**

3. Take no action at this time with respect to Bylaw No. 1717.

Respectfully Submitted,

|               |                                                           |
|---------------|-----------------------------------------------------------|
| Submitted by: | Sarah Herring, MCIP, RPP, Planner                         |
| Concurrence:  | Matthew Baldwin, MCIP, RPP Director of Planning           |
| Concurrence:  | Michelle Mahovlich, P.Eng, P.Geo, Director of Engineering |
| Concurrence:  | Leah Stohmann, MCIP, RPP, Deputy Director of Planning     |
| Concurrence:  | Michael Dillabaugh, CPA, CA, Director of Finance          |
| Concurrence:  | Braden Hutchins, Director of Corporate Services           |
| Concurrence:  | Darren Kiedyk, Chief Administrative Officer               |

:sh

**CITY OF LANGFORD  
BYLAW NO. 1717**

**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 amending the text of "Area 2" of the CD6 (Comprehensive Development 6 – Bear Mountain) Zone by adding the following to Section 6.95.01(2) of Zoning Bylaw No. 300:

"Townhouses on the property legally described as Lot 2, Section 1, Range 4W, Highland District, Plan VIP83411 (See Plan as to limited access), PID No. 027-170-829 (2500 Echo Valley Drive), subject to Section 6.95.04(9)."

2. By adding the following as Section 6.95.04(4) and re-numbering subsequent Sections accordingly:

"A maximum of one dwelling unit may be developed on the property legally described as Lot 2, Section 1, Range 4W, Highland District, Plan VIP83411 (See Plan as to limited access), PID No. 027-170-829 (2500 Echo Valley Drive)."

3. By adding the following as Section 6.95.04(5) and re-numbering subsequent Sections accordingly:

"Despite Section 6.95.04(4), more than one but not more than 175 dwelling units may be developed on the property legally described as Lot 2, Section 1, Range 4W, Highland District, Plan VIP83411 (See Plan as to limited access), PID No. 027-170-829 (2500 Echo Valley Drive) if the owner of the land or applicant for a building permit:

- (a) Provides \$3,667 per Single Family Equivalent (SFE) to the City's General Amenity Reserve Fund; and
- (b) Provides the amenity contributions noted in Section 6.95.04(2) above.

B. This Bylaw may be cited for all purposes as "Langford Zoning Bylaw, Amendment No. 507, (2500 Echo Valley Dr), 2018".

READ A FIRST TIME this    day of, 2018.

PUBLIC HEARING held this    day of, 2018.

READ A SECOND TIME this    day of, 2018.

READ A THIRD TIME this    day of, 2018.

ADOPTED this    day of, 2018.

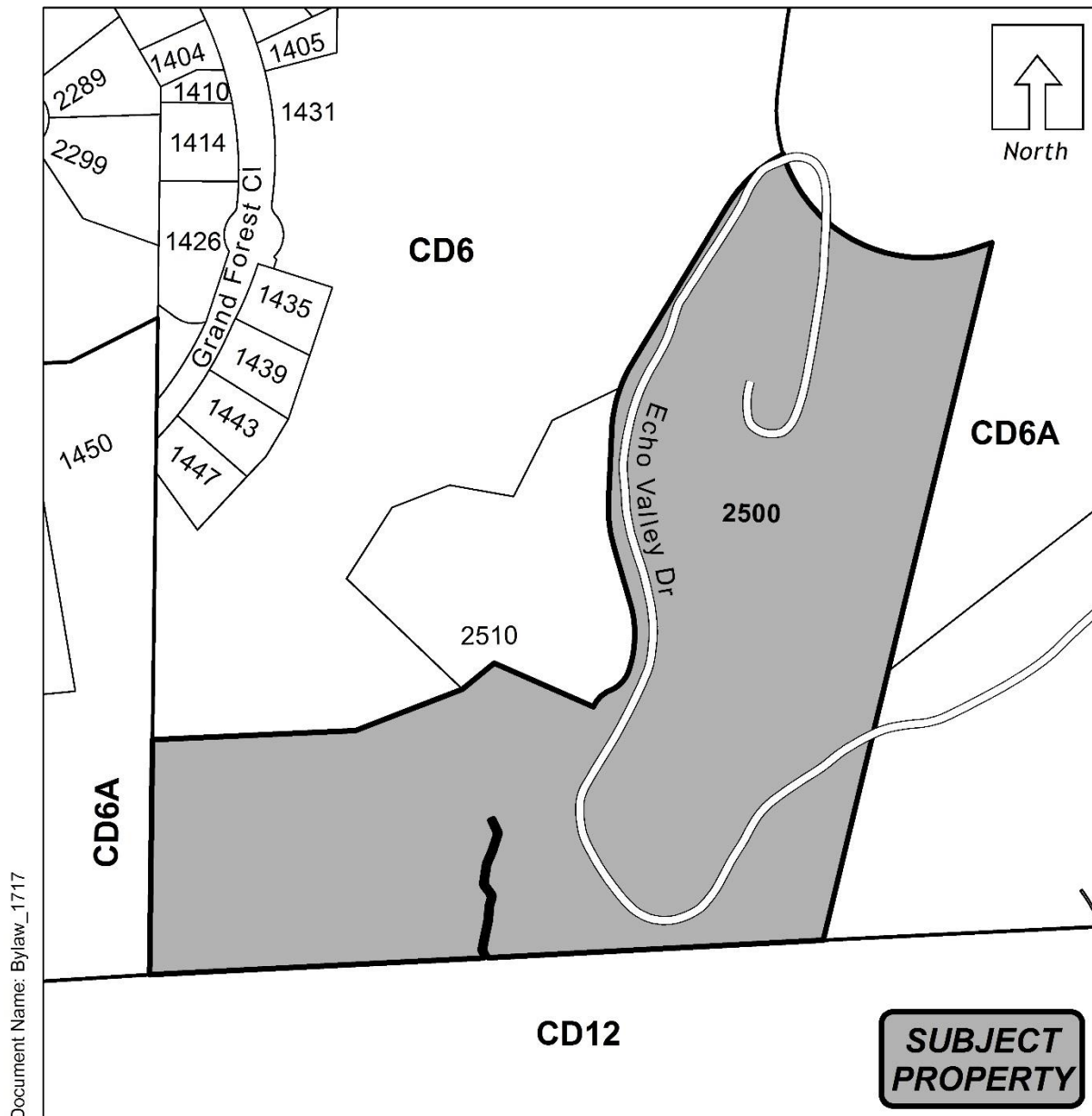
---

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. 1717

\_\_\_\_\_  
MAYOR

ADOPTION: \_\_\_\_\_

\_\_\_\_\_  
CORPORATE OFFICER

Scale: N.T.S.

Last Revised: 9/12/2017



## Staff Report to Council

**Date:** February 19, 2018  
**Department:** Planning  
**Application No.:** Z17-0042  
**Subject:** Bylaw No. 1748 - Application to Rezone 2844 Millstream from CS1 (Commercial Service 1) Zone to the MU1A (Mixed Use Residential Commercial) Zone to Allow the Construction of a 6 Storey Building

---

At their Regular Meeting of November 14<sup>th</sup>, 2107, Council passed the following resolution with respect to the property at 2844 Millstream Road:

1. *Direct Staff to prepare a Bylaw to amend the text within the MU1A zone to permit a minimum lot coverage of 35% for the subject property;*
2. *Direct Staff to prepare a Bylaw to amend the zoning designation of the property located at 2844 Millstream Road from CS1 (Commercial Service 1) to MU1A (Mixed Use Residential Commercial) 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, which may be reduced by 75% if rental tenure is secured for a term of no less than 10 years, prior to subdivision approval:*
    - i. *\$2,562 per unit towards the General Amenity Reserve Fund;*
    - ii. *\$610 per unit towards the Affordable Housing Reserve Fund;*
  - b) *That the applicant provides, **prior to Public Hearing**, the following:*
    - i. *A stormwater management assessment reviewed by the Director of Engineering;  
**(Completed)***

- 
- 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 the applicant provide a construction parking management plan, to the satisfaction of the Director of Engineering, prior to issuance of a building permit;*
  - ii. *That the applicant provide a stormwater management plan, to the satisfaction of the Director of Engineering and in accordance with Bylaw No. 1000, prior to building permit issuance;*
  - iii. *That the applicant acknowledges and agrees to design the proposed development, in accordance to the updated parking regulations as determined by Council, to the discretion of the Director of Planning;*
  - iv. *That the applicant agrees to implement the approved storm water management plan and to complete any required improvements and/or upgrades to on site and off site infrastructure necessary to facilitate proper drainage on the subject property at the applicant's expense;*
  - v. *That the applicant will construct full frontage improvements, including, but not limited to, the installation of a sidewalk to the corner of Meaford Avenue and Millstream Road to align with the sidewalk along Meaford Avenue, in accordance with Bylaw No.1000 and to the satisfaction of the Director of Engineering, prior to building permit issuance.*
  - vi. *That any necessary above or underground infrastructure or servicing upgrades, extensions or other required servicing requirements are to be fulfilled at the applicant's expense; and*
  - vii. *That the applicant acknowledges that the proximity to industrial business operators may be a nuisance to the future residents of the development;*

#### COMMENTS

Staff have prepared Bylaw No. 1748 in accordance with Council's resolution of 14 November 2017. The developer has registered a Section 219 covenant as per items 2c) i through vii of Council's resolution. As there are no additional conditions required prior adoption of this Bylaw, Council may now wish to proceed with adoption of Bylaw 1748.

This Bylaw was approved by the Ministry of Transportation on January 12<sup>th</sup>, 2018.

#### OPTIONS

That Council:

1. Adopt Bylaw No. 1748;
2. Take no action at this time with respect to Bylaw No. 1748;

---

Respectfully Submitted,

|               |                                                          |
|---------------|----------------------------------------------------------|
| Submitted by: | Lauren Morhart, MCIP, RPP Planner                        |
| Concurrence:  | Matthew Baldwin, MCIP, RPP Director of Planning          |
| Concurrence:  | Cory Manton, Manager of Parks and Recreation             |
| Concurrence:  | Michelle Mahovich, P.Eng, P.Geo, Director of Engineering |
| Concurrence:  | Leah Stohmann, MCIP, RPP, Deputy Director of Planning    |
| Concurrence:  | Michael Dillabaugh, CPA, CA, Director of Finance         |
| Concurrence:  | Braden Hutchins, Director of Corporate Services          |
| Concurrence:  | Darren Kiedyk, Chief Administrative Officer              |

:lhm

**CITY OF LANGFORD  
BYLAW NO. 1748**

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

---

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

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

1. By deleting the text within Subsection 6.51A.05(4) and 6.51A.05(5) and replacing it with the following:

(4) *“Despite article (2), the lot coverage of all buildings and structures on the properties legally described as Lots 1 and 2, Section 72, Esquimalt District, Plan 15185 (720 and 724 Meaford Avenue), Lot A, Section 72, Esquimalt District, Plan EPP61132 (732 Meaford Avenue) and Lot 3, District Lot 72, Esquimalt District, Plan 27017 (2844 Millstream Road) may not be less than 35%.”*

2. By deleting from the CS1 (Service Commercial) Zone and adding to MU1A (Mixed-Use Residential Commercial A) Zone the property legally described as Lot 3, District Lot 72, Esquimalt District, Plan 27017; PID No. 002-522-144 (2844 Millstream Rd) in the portions as shown shaded on Plan No. 1 attached to and forming part of this Bylaw.

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

| Zone | Bylaw No. | Legal Description                                                                                | Amenity Contributions                                                                                                  | Eligible for Reduction in Section 2 of Schedule AD (Column 5) |
|------|-----------|--------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------|
| MU1A | 1748      | Lot 3, District Lot 72, Esquimalt District, Plan 27017; PID No. 002-522-144 (2844 Millstream Rd) | a) \$2563 per unit towards the General Amenity Fund;<br>b) \$610 per unit towards the Affordable Housing Reserve Fund; | Yes                                                           |

B. This Bylaw may be cited for all purposes as "Langford Zoning Bylaw, Amendment No. 514, (2844 Millstream Rd), 2017".

READ A FIRST TIME this 20<sup>th</sup> day of November, 2017.

PUBLIC HEARING held this 8<sup>th</sup> day of January, 2018.

READ A SECOND TIME this 8<sup>th</sup> day of January, 2018.

READ A THIRD TIME this 8<sup>th</sup> day of January, 2018.

APPROVED BY THE MINISTRY OF TRANSPORTATION THIS 12<sup>th</sup> day of January, 2018.

ADOPTED this of, 2018.

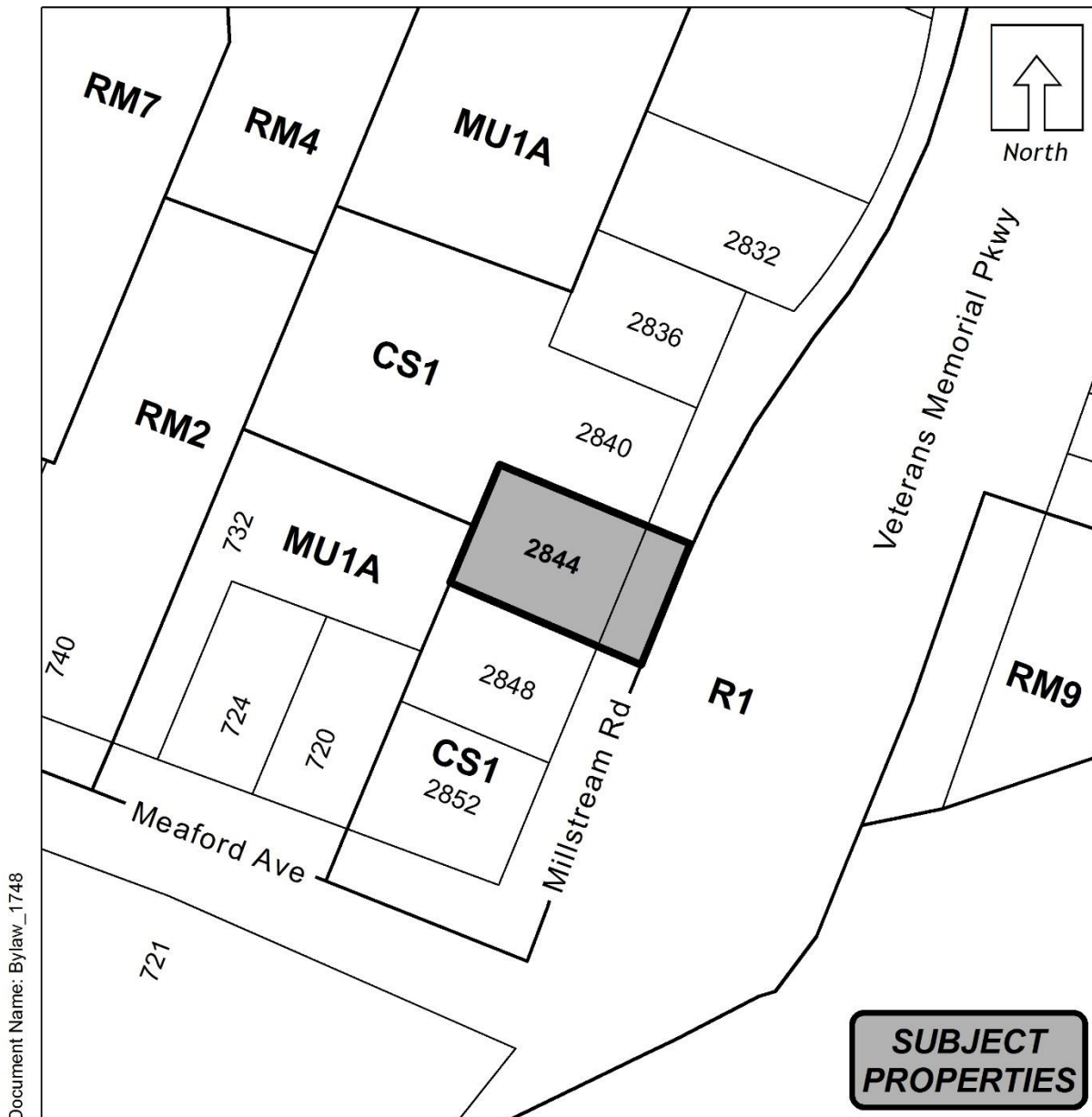
---

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. 1748

\_\_\_\_\_  
MAYOR

ADOPTION: \_\_\_\_\_

\_\_\_\_\_  
CORPORATE OFFICER

Scale: N.T.S.

Last Revised: 10/19/2017



# City of Langford

[www.cityoflangford.ca](http://www.cityoflangford.ca)

February 19<sup>th</sup>, 2018

## **In-Camera Resolution**

- a) That it is the opinion of Council that the public interest requires that persons other than members of Council and Officers be excluded from the meeting to consider confidential information regarding disposition of municipal land, receipt of advice that is subject to solicitor-client privilege and the potential provision of a municipal service under Section 90 (1) (e) (i) and (k) of the Community Charter.
- b) That Council continues the meeting in closed session.