

CITY OF LANGFORD
INAUGURAL MEETING OF COUNCIL
Monday, November 5th, 2018 @ 5:30 p.m.
Council Chambers, 3rd Floor, 877 Goldstream Avenue

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PROCLAMATION

CITY OF LANGFORD

Pursuant to the provisions of subsection (1) of section 146 of the Local Government Act I hereby proclaim as a result of the vote for Mayor and Councillors in the 2018 Election the following persons were elected:

MAYOR

Stewart Young

COUNCILLORS

Lillian Szpak
Denise Blackwell
Norma Stewart
Lanny Seaton
Matt Sahlstrom
Roger Wade



Thomas F. Moore
Chief Election Officer

Dated at Victoria this 22nd
day of October 2018.

CITY OF LANGFORD
MAYOR AND COUNCILLORS

VOTE RESULTS

MAYOR	VOTES
Stewart Young	3,939
Robert Fraser	790
Total Valid votes Cast	4,729

COUNCILLORS-	VOTES
Lillian Szpak	3,466
Denise Blackwell	3,369
Norma Stewart	3,207
Lanny Seaton	3,121
Matt Sahlstrom	3,073
Roger Wade	2,948
Wendy Hobbs	2,712
Total Valid Votes Cast	21,896



Thomas F. Moore
Chief Election Officer
Dated October 22nd, 2018

CITY OF LANGFORD
MINUTES OF THE SPECIAL MEETING OF COUNCIL
Monday, September 24th, 2018 @ 1:00 p.m.
Council Chambers, 3rd Floor, 877 Goldstream Avenue

PRESENT

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

ATTENDING

Chief Administrative Officer, D. Kiedyk; Director of Finance, M. Dillabaugh; Director of Engineering, M. Mahovlich; Director of Planning, M. Baldwin; Director of Corporate Services, B. Hutchins; Manager of Bylaw Enforcement, L. Fletcher; and Senior Bylaw Officer, P. Lambert

ABSENT

Councillor R. Wade

1. CALL TO ORDER

The Mayor called the meeting to order at 1:00 pm.

2. APPROVAL OF THE AGENDA

MOVED BY: COUNCILLOR SZPAK
SECONDED: COUNCILLOR SAHLSTROM

That Council approve the agenda as presented.

CARRIED.

3. ADOPTION OF MINUTES

a) Minutes of the Regular Meeting of Council – September 17th, 2018

MOVED BY: COUNCILLOR BLACKWELL
SECONDED: COUNCILLOR SEATON

That Council approve the minutes of the Regular Meeting of Council held on September 17th, 2018.

CARRIED.

4. COMMITTEE RESOLUTIONS

a) Transportation and Public Works Committee – September 18th, 2018

1. Request for Parking Permit Zone on Sergio Place

MOVED BY: COUNCILLOR SEATON
SECONDED: COUNCILLOR SZPAK

That Council establish a permit parking only zone on Sergio Place, install parking Permit Only Signs and issue three permits each to: 1105 Sergio Place, 1107 Sergio Place, 1109 Sergio place, 1111 Sergio Place, 1113 Sergio Place, 1110 Sergio place and 1106 Sergio Place.

CARRIED.

2. Request for Parking Permit Zone on Rowils

MOVED BY: COUNCILLOR SEATON
SECONDED: COUNCILLOR SZPAK

That Council establish a permit parking only zone on Rowils Crescent, install parking Permit Only Signs and issue three permits each to: 888 Rowils Crescent, 892 Rowils Crescent, 896 Rowils Crescent, 900 Rowils Crescent, 904 Rowils Crescent, 908 Rowils Crescent, 912 Rowils Crescent, 916 Rowils Crescent, 920 Rowils Crescent, 924 Rowils Crescent, 926 Rowils Crescent, 928 Rowils Crescent, 932 Rowils Crescent, 931 Rowils Crescent, 927 Rowils Crescent, 923 Rowils Crescent, 919 Rowils Crescent, 915 Rowils Crescent, 911 Rowils Crescent, 907 Rowils Crescent and 903 Rowils Crescent.

CARRIED.

5. PUBLIC PARTICIPATION

None.

6. BYLAWS

a) BYLAW NO. 1682

**"Langford Zoning Bylaw, Amendment No. 478, (2845, 2847 & 2850 Bryn Maur Rd and a portion of 737 Goldstream Ave), 2017".
(ADOPTION)**

MOVED BY: COUNCILLOR SZPAK
SECONDED: COUNCILLOR SAHLSTROM

That Council adopt Bylaw No. 1682.

CARRIED.

b) BYLAW NO. 1812

**“Langford Municipal Park Regulation Bylaw Amendment No. 9, Bylaw No. 1812, 2018”.
(FIRST, SECOND AND THIRD READINGS)**

MOVED BY: COUNCILLOR SZPAK
SECONDED: COUNCILLOR SIFERT

That Council give Bylaw No. 1812 First, Second and Third readings.

CARRIED.

7. ADJOURNMENT

Mayor Young adjourned the meeting at 1:01 pm.

PRESIDING COUNCIL MEMBER:

CERTIFIED CORRECT
Corporate Officer

CITY OF LANGFORD
MINUTES OF THE SPECIAL MEETING OF COUNCIL
Wednesday, September 26th, 2018 @ 8:00 a.m.
Council Chambers, 3rd Floor, 877 Goldstream Avenue

PRESENT

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

ATTENDING

Chief Administrative Officer, D. Kiedyk; Director of Finance, M. Dillabaugh; Director of Engineering, M. Mahovlich; Deputy Director of Planning, L. Stohmann; and Director of Corporate Services, B. Hutchins

ABSENT

Councillor R. Wade

1. CALL TO ORDER

The Mayor called the meeting to order at 8:06 am.

2. APPROVAL OF THE AGENDA

MOVED BY: COUNCILLOR BLACKWELL

SECONDED: COUNCILLOR SEATON

That Council approve the agenda with the addition of 4c) Spencer Road Acquisition and Disposition and 5b) Request to use the Langford Trolley for the 2018 Christmas Craft Fair.

CARRIED.

3. PUBLIC PARTICIPATION

None.

4. REPORTS

- a) **Bylaw No. 1811 - Application to Amend the Text of the Agricultural 1 (AG1) Zone to Allow a Future Subdivision at 2961 and 2965 Sooke Road**
 - **Staff Report (Planning)**

MOVED BY: COUNCILLOR SZPAK

SECONDED: COUNCILLOR SEATON

That Council:

1. Waive the holding of a public hearing concerning Bylaw No. 1811; AND
2. Give 1st reading to the attached Bylaw No. 1811 to amend the text of the Agricultural 1 (AG1) Zone for the properties located at 2961 and 2965 Sooke Road.

CARRIED.

b) BC Hydro Beautification Grant Application
- Staff Report (Engineering)

MOVED BY: COUNCILLOR SZPAK
SECONDED: COUNCILLOR BLACKWELL

That Council:

1. Support an application to the BC Hydro Beautification Fund for the undergrounding of BC Hydro infrastructure in the Sooke Road/Glen Lake Road project area; AND
2. Support the City funding one-third funding for the undergrounding if BC Hydro provides a Beautification grant for the project;

CARRIED.

c) Spencer Road Acquisition and Disposition
- Staff Report (Administration)

MOVED BY: COUNCILLOR SZPAK
SECONDED: COUNCILLOR BLACKWELL

Given that the land by Spencer Road was given to the City by the Province of British Columbia in the Spencer Road Interchange Agreement and that the Province of British Columbia through negotiations over the past 18 months has continued to refuse to transfer the lands to the City at no-cost, that Council direct staff to initiate legal action against the Province of British Columbia if Parcel A and Parcel B of the Spence Road allowance next to the Trans-Canada Highway are not transferred to the City for no cost, as per section 7.3 of the Spencer Road Interchange Agreement.

CARRIED.

5. CORRESPONDENCE

a) Royal Canadian Legion Prince Edward Island Branch #091
RE: Donation of Tents for the 2018 Remembrance Day Ceremony

MOVED BY: COUNCILLOR SZPAK
SECONDED: COUNCILLOR BLACKWELL

That Council grant The Royal Canadian Legion Prince Edward Branch #091 the use of the City's tent for their 2018 Remembrance Day Ceremony.

CARRIED.

b) Christie Schick

RE: Donation of Trolley for 2018 Christmas Craft Fair at Eagle Ridge Community Centre

MOVED BY: COUNCILLOR SZPAK
SECONDED: COUNCILLOR BLACKWELL

That Council grant Christie Schick the use of the City's trolley for her 2018 Christmas Craft Fair at the Eagle Ridge Community Centre.

CARRIED.

6. BYLAWS

a) BYLAW NO. 1807

**"Road Closure Bylaw No. 1807 (Spencer Road), 2018".
(ADOPTION)**

MOVED BY: COUNCILLOR BLACKWELL
SECONDED: COUNCILLOR SIFERT

That Council adopt Bylaw No. 1807.

CARRIED.

b) BYLAW NO. 1811

**"Langford Zoning Bylaw, Amendment No. 551, (2961 and 2965 Sooke Rd), 2018".
(FIRST READING)**

MOVED BY: COUNCILLOR BLACKWELL
SECONDED: COUNCILLOR SZPAK

That Council give Bylaw No. 1811 first reading.

CARRIED.

c) BYLAW NO. 1812

**"Langford Municipal Park Regulation Bylaw Amendment No. 9, Bylaw No. 1812, 2018".
(ADOPTION)**

MOVED BY: COUNCILLOR BLACKWELL
SECONDED: COUNCILLOR SZPAK

That Council adopt Bylaw No. 1812.

CARRIED.

7. **ADJOURNMENT**

Mayor Young adjourned the meeting at 8:08 am.

PRESIDING COUNCIL MEMBER:

CERTIFIED CORRECT
Corporate Officer

BOARD OF DIRECTORS

Minutes of the West Shore Parks and Recreation Society Board of Directors Meeting Monday, July 16th, 2018 in the Boardroom

PRESENT: Directors Joe Martignago, Darren Kiedyk, Loranne Hilton, Kim Anema

ABSENT: Director Ian Howat

STAFF PRESENT:

Sandy Clarke, Acting Administrator
Wade Davies, Operations Manager
Geoff Welham, Acting Manager of Recreation
Grant Brown, Manager of Finance
Brian Merryweather, Manager of Human Resources
Chantelle Tearoe, Recorder

PUBLIC PRESENT:

Christopher Paine, City of Colwood CFO

CALL TO ORDER

1. The Chair called the meeting to order at 1:28PM.

Acting Administrator and Chair, Sandy Clarke confirmed the process of distributing the agenda and board materials and posting the agenda for public awareness.

APPROVAL OF AGENDA

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

APPROVAL OF MINUTES

3. ***MOVED/SECONDED BY DIRECTORS ANEMA AND KIEDYK THAT THE MINUTES OF THE REGULAR MEETING HELD MAY 10TH, 2018 BE ADOPTED.***
NO ERRORS, NO OMMISIONS
CARRIED

ELECTION OF OFFICERS

4. **a) Chair**
Nominations were called for Chair.
Director, Kim Anema nominated Director, Joe Martignago.
Director, Joe Martignago accepted the nomination.

The Acting Administrator and Chair, Sandy Clarke called three times for further nominations and hearing none, Director, Joe Martignago was elected Chair.

Director, Joe Martignago assumed the Chair at this time.

It was discussed and agreed upon that the role of Vice-Chair and the role of Finance Chair would be combined.

b) Vice-Chair/Finance Chair

Nominations were called for Vice-Chair/Finance Chair.

Director, Loranne Hilton nominated Director, Kim Anema.

Director, Kim Anema accepted the nomination.

Chair, Joe Martignago called three times for further nominations and hearing none, Director, Kim Anema was elected Vice-Chair/Finance Chair.

STANDING COMMITTEES

5. a) Finance

i) Amended Budget Discussion

Manager of Finance, Grant Brown highlighted the following:

- The budget has been re-worked to show that the reserve funds are going towards capital expenditures. The new format shows a net operating budget surplus of \$302,150. The new format also shows a higher administration figure which is attributed to the proposed consultant's fee of \$60,000.

Director, Joe Martignago confirmed that the only difference is the additional \$60,000 fee for the consultant.

Director, Darren Kiedyk asked if the requisition amounts are the same.

Manager of Finance, Grant Brown commented that the requisition amounts from 2016 are being used.

City of Colwood CFO, Christopher Paine commented that the difference is in the presentation. There is additional detail describing what is occurring to the reserve fund.

A discussion occurred around the status of the unfunded members TCA, shown in the Reserve Summary.

Manager of Finance, Grant Brown commented that the weight room was expanded in 2010 and the costs are being depleted by the surplus generated by the weight room.

City of Colwood CFO, Christopher Paine commented that we borrowed against our own reserves.

City of Colwood CFO, Christopher Paine commented that the budget was originally rejected because the reserve funds were shown to be required for the operational budget. The new budget layout

shows the operating budget generates a surplus, and the reserve funds appropriately fund the capital projects.

Chair, Joe Martignago commented that he recommends that the new budget layout be taken to councils for their approval.

Director, Kim Anema commented that the new budget layout has a new presentation and the addition of a consultant's fee for \$60,000. The City of Colwood didn't approve the budget as it was shown previously and the other municipalities did. Director, Kim Anema commented that he recommends that we all approve the same budget presentation and take it to all councils for approval.

City of Colwood CFO, Christopher Paine commented that the additional \$60,000 is the substantial difference.

Director, Kim Anema commented that he will put together a council report and attach it to the budget document. He will take it to his council Tuesday, July 17, 2018 and circulate the report to all Directors to take to their councils.

***MOVED/SECONDED BY DIRECTORS ANEMA AND KIEDYK THAT THE NEW BUDGET LAYOUT BE PRESENTED TO ALL COUNCILS FOR APPROVAL.
CARRIED***

City of Colwood CFO, Christopher Paine left the meeting at 1:45pm.

ii) 2018 Financial Review - May

Manager of Finance, Grant Brown highlighted the following:

- Manager of Finance, Grant Brown asked the board of directors if they would like a monthly report or a quarterly report and whether or not they would like a summary of the monthly Revenue and Expenditures included.

Director, Kim Anema commented that he would prefer quarterly reports with the addition of the monthly summary of Revenue and Expenditures.

- Manager of Finance, Grant Brown reviewed his Interim 2018 Financial Review as of May 2018 and provided some clarifying comments and highlights.

Manager of Finance, Grant Brown commented that we transitioned to a new recreation software, PerfectMind in September and this has changed how we realize revenues (accrual versus cash system).

***MOVED/SECONDED BY DIRECTORS ANEMA AND KIEDYK THAT THE REPORT BE APPROVED AS PRESENTED.
CARRIED***

b) Committee Schedule

Acting Administrator, Sandy Clarke commented on the following:

- The committees that were in effect previously included Finance, Strategic Planning, Environment, Skatepark, Policy, Facility Review and Grizzlies/Shamrocks Lease Committee.

For the interim board, the following recommendations were made:

1. The finance committee could be amalgamated with the board meetings as the people required at both are the same.
2. The policy committee is not an ongoing committee and only comes together when the board policy manual needs updating or a new WSPR Policy is being introduced. These can occur as a staff report.
3. The Strategic Planning and Skatepark Committees can continue as staff driven reports given to the board of directors on a regular basis.
4. The Environment Committee can continue as a staff driven committee.

Director, Lorraine Hilton commented that she supports the suggestions as there are not enough board members to do detailed committee work.

Director, Kim Anema commented that he supports the Finance Committee amalgamating with the board meetings and wishes to discuss the Skatepark Committee work on a regular basis. Director, Kim Anema expressed that the Town of View Royal is anxious to see the project proceed and is willing to put in funding.

Acting Manager of Recreation, Geoff Welham commented that the Westshore Skateboard Coalition is prepared to inform board members of the concept drawings and projected funding costs at the September 2018 board meeting. The coalition is currently brainstorming fundraising possibilities and will be seeking direction from board members.

Acting Administrator, Sandy Clarke commented that the Westshore Skatepark Coalition is looking for the board of directors to be informed and to support them in their fundraising initiatives. They are not expecting financial contributions from any of the municipalities at this time.

Acting Manager of Recreation, Geoff Welham commented that there is the potential for naming rights and the Westshore Skatepark Coalition is looking for direction around this option.

Chair, Joe Martignago confirmed that the Finance Committee will meld with the board meetings and all other committees will continue as staff reports.

Director, Kim Anema asked if a review of each committee could be done.

The following was discussed:

Policy Committee

Director, Kim Anema asked if this committee focused on board policy manuals versus administrative policies?

Acting Administrator, Sandy Clarke commented yes, that the focus is primarily keeping the board policy manual updated. If a new WSPR Policy is drafted that the board may need to be informed of, it would come forward.

Lease Committee

Manager of Operations, Wade Davies commented that the Lease Committee doesn't come up often but occasionally we need to address it.

Director, Kim Anema commented that the board of directors will be looking at all leases on their own initiative before February 2019 so no committee is needed.

Environment Committee

Manager of Operations, Wade Davies commented that it was an initiative to review the Garry Oak area onsite. The work has become part of staff's work plan and no committee is required.

Facilities Review Committee

Director, Kim Anema asked what the Terms of Reference referenced in the previous minutes were?

Acting Administrator, Sandy Clarke commented that when the committee was created 6 months ago, the Terms of Reference was created. The Terms of Reference will be circulated with the minutes from this meeting, which will provide an overview of the committee's focus.

Director, Kim Anema asked if the committee should continue.

Acting Administrator, Sandy Clarke commented that the committee was informed by work staff was compiling. Staff will continue that work with a consultant in the future.

NEW BUSINESS

6. a) Program overview presentation

Acting Administrator, Sandy Clarke presented a PowerPoint presentation of the type and scope of programs offered at WSPR.

PowerPoint presentation available upon request.

b) SD62 update on NLC spaces

Acting Manager of Recreation, Geoff Welham highlighted the following:

- WSPR was informed that our lease with Royal Bay School where the Neighbourhood Learning Centre was operating would be terminated in 90 days as a result of the school's need for the space for school population growth.

Chair, Joe Martignago asked what is done in those spaces.

Acting Manager of Recreation, Geoff Welham commented that WSPR uses the spaces to provide services in the community. At Royal Bay School, WSPR offers after school care programs, licensed preschool, summer camps and a youth drop-in space.

Director, Darren Kiedyk asked if the programs are being dropped or relocated.

Acting Manager of Recreation, Geoff Welham commented that the programs are being relocated to JDF Recreation Centre. Staff will also look for possible additional spaces in the community for the future.

Director, Darren Kiedyk enquired about Centennial Centre as a community space.

Acting Manager of Recreation, Geoff Welham commented Centennial Centre is our arts and culture hub and offers consistent programs such as dance, music and art programs. Numbers in those programs are growing.

Acting Administrator, Sandy Clarke commented that Royal Bay School and Belmont School received additional funding to build the Neighbourhood Learning Centres and the spaces were to be used by community groups only. The school populations are growing and currently they don't have the required space. As a result, they are needing to use the Neighbourhood Learning spaces for classrooms. WSPR was going to vacate Centennial Centre in the past, however, the City of Langford asked us not too. We are glad that we stayed in Centennial Centre and were able to create an arts and culture hub. WSPR will relocate their programs from the Neighbourhood Learning Centres to JDF Recreation Centre in September 2018 and as a result will reduce expenditures without a monthly lease fee to SD62.

Acting Manager of Recreation, Geoff Welham commented that we are making the relocation changes for September 1 at the start of our programs instead of by the given deadline of October 1, 2018.

FOR INFORMATION

7. a) Human Resources Report

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

- There are currently 43 summer camp auxiliary staff.

FOR INFORMATION ONLY

FOR INFORMATION

b) Administrator's Report

Sandy Clarke, Acting Administrator commented on the following:

- This month's report includes the following:

- Summer camps are currently running. WSPR offers free programming within the community including Neighbourhood Nights, StoryWalks and Roving Play Parks. These events are held within the community which helps WSPR take its brand offsite.
- Rock the Shores was just held this past weekend and the venue looked great. Atomique Productions expected 5,000 people a day and the estimated number of people that attended was between 4,000-6,000 people a day. More events are being held throughout the summer.

- The Golf Course is seeing an increase in number of rounds played over last year due to the warm weather. Licensing of the area in June 2017 has increased the golfer experience.
- A new partnership with Brookes Westshore is beginning in the fall of 2018. The WSPR site will be used for their Physical Education program curriculum.

MOVED/SECONDED BY DIRECTORS KIEDYK AND HILTON THAT THE REPORTS BE APPROVED AS PRESENTED.

CARRIED

FOR INFORMATION ONLY

IN CAMERA

10. ***MOVED/SECONDED BY DIRECTORS KIEDYK AND HILTON THAT THE MEETING MOVE IN CAMERA.***
CARRIED

ADJOURNMENT

11. ***MOVED/SECONDED BY DIRECTORS KIEDYK AND HILTON THAT THE MEETING BE ADJOURNED AT 3:32PM.***
CARRIED

CITY OF LANGFORD

RESOLUTIONS OF THE ADMINISTRATION AND FINANCE COMMITTEE MEETING

Tuesday, September 18th, 2018

1. Monthly Approval of Accounts Payable – April to August 2018

- Staff Report (Finance)

That Administration and Finance Committee recommend to Council:

That Council approve the City of Langford disbursements from April to August 2018, as outlined in the Accounts Payable Report dated September 10th, 2018.

CARRIED.

**CITY OF LANGFORD
DEVELOPMENT VARIANCE PERMIT**

DVP18-0001 – 745 Treanor Ave

That Development Variance Permit No. DVP18-0001 be issued by the Council for the City of Langford to Chester Kupnicki to reduce the minimum front yard setback from the required 6m to 4.15m at 745 Treanor Ave subject to the following terms and conditions:

1. Appendix

The site shall be developed in accordance with the site plan attached (Appendix A) to the Council Report dated 17th September 2018.

2. Variances

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

- a) That Section 6.21.06 (1)(a) of Zoning Bylaw No. 300 be varied to reduce the minimum front yard setback from the required 6m to 4.15m



City of Langford

www.cityoflangford.ca

Notice of Intention to Consider Issuance of a Development Variance Permit

Council for the City of Langford hereby gives Notice of Intention to consider issuance of a Development Variance Permit at its Regular Meeting scheduled for 5:30 pm, Monday, November 5, 2018, in the City Hall Council Chamber on the Third Floor of 877 Goldstream Avenue.

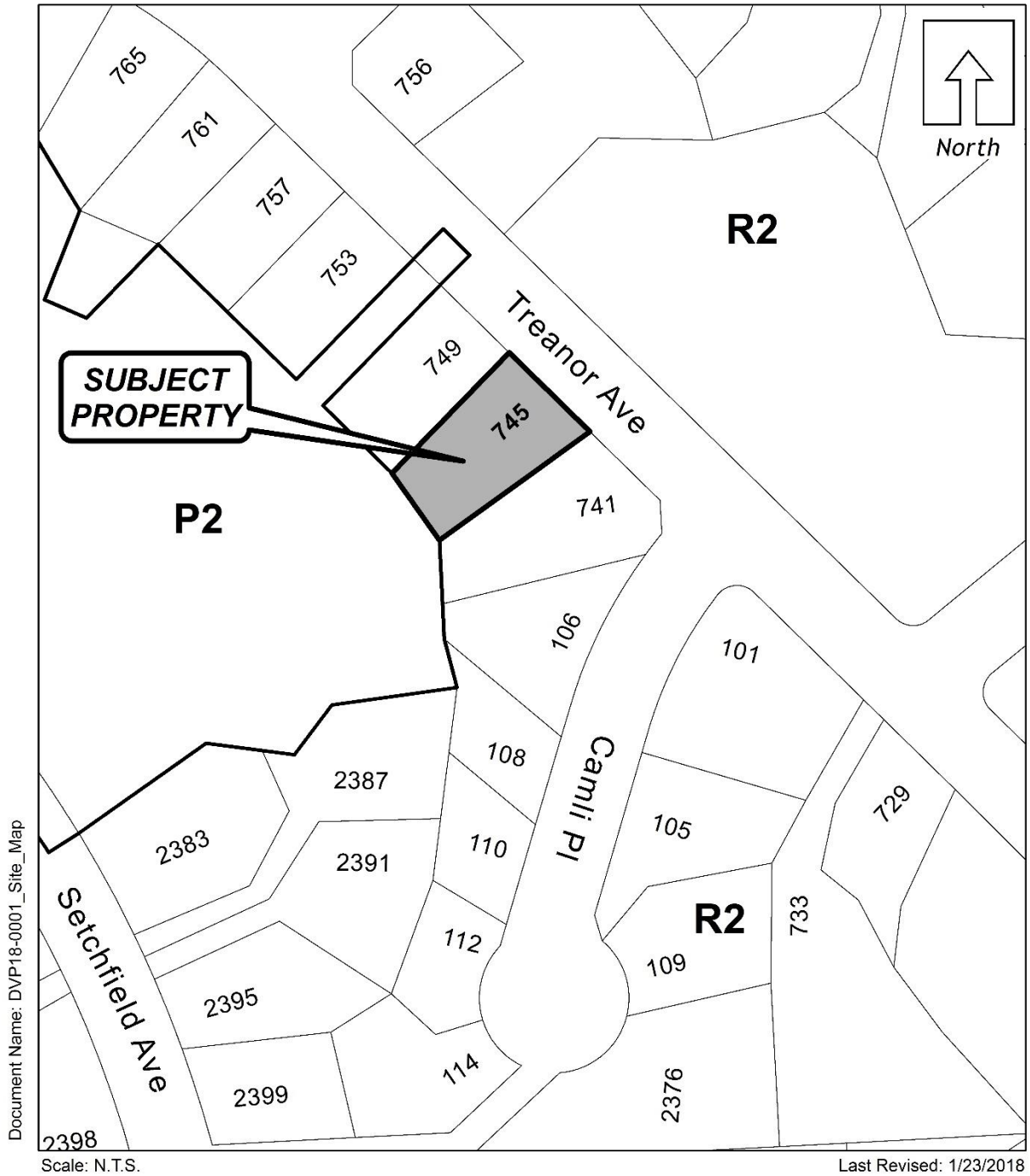
File	Development Variance Permit No. DVP18-0001
Applicant	Chester Kupnicki
Location	745 Treanor Ave
Proposal	1. That Section 6.21.06 (1)(a) of Zoning Bylaw No. 300 be varied to reduce the minimum front yard setback from the required 6m to 4.15m.
Purpose	To reduce the front yard setback of an accessory building from the required 6m to 4.15m to allow for the construction of a gazebo.

The purpose of this Notice is to acquaint the property owners and residents in the area with the specifics of the proposed variance. We request that any written submissions be submitted by Wednesday, 31 October 2018. The submissions will then be distributed for Council's consideration. You may also speak at the Council Meeting of 6 November 2018 during the Public Participation Section at the beginning of the meeting.

Relevant background information and a draft of the permit are available in the Planning Department for perusal Monday through Friday, except Statutory Holidays, during office hours (8:30 am to 4:30 pm). Please contact David Sametz with any questions on this Development Variance Permit.

Braden Hutchins
Director of Corporate Services

**DEVELOPMENT VARIANCE PERMIT
(DVP18-0001)
745 Treanor Ave**





Staff Report to Council

Date: November 5, 2018
Department: Planning
Application No.: Z18-0023
Subject: Bylaw 1809 - Application to Make Various Amendments to the MUE1 Zone;

PURPOSE

Les Bjola of Turner Lane Development Corporation has applied on behalf of 1096234 BC Ltd./Langford Ridge Limited Partnership to make various amendments to the MUE1 (Mixed Used Employment 1) Zone as outlined in this report.

BACKGROUND

PREVIOUS APPLICATIONS

In May 2014, Council adopted Bylaw No. 1507 which created the Mixed Use Employment 1 (MUE1) Zone and rezoned various properties southwest of the Leigh Road Interchange to this new zone. In May 2016, Council adopted Bylaw 1661, which amended the Amenity Contribution Provisions for the MUE1 Zone. In December 2016, a Development Variance Permit (DVP16-0018) was issued amend DVP14-0010 such that all properties that are split-zoned MUE1 and either R2, R2A, or RR4, are subject to the same variances and conditions as DVP14-0010 (i.e. application to defer sewer servicing and to reduce minimum lot size). Development Permit No. DP15-0038 has been issued with respect to phased land clearing within the designated Potential Habitat and Biodiversity, Woodland Ecosystem and Riparian DP Areas. An additional Form and Character Development Permit will be required prior to the issuance of a Building Permit on each lot, and the requirements of DP15-0038 pertaining to environmental enhancement strategies shall be implemented via this subsequent DP approval. The subdivision of various parcels was initiated as part of SUB16-0055 (consolidation of all land) and SUB17-0021 (to create five commercial lots and twenty multi-family lots). The consolidation is complete and application to create 25 new lots is currently on hold.

COMMENTARY**REZONING PROPOSAL**

The applicant has proposed to amend the requirements of MUE1 zone to include the following:

1. Amend section 6.53.01(1) such that “underground vehicle storage” is included as a permitted use;
2. Amend section 6.53.01(1) such that “underground mini-storage” is included as a permitted use;
3. Amend section 6.53.01(1) to replace “Hospital” with “Health Centre” to allow for a greater range of health services;
4. Amend section 6.53.01(1) to allow a maximum of 200 Assisted Living Apartment Units are in Area A;
5. Amend section 6.53.03(2) and 6.53.03(3) such that the maximum allowable density of development, prior to additional off-site servicing or traffic studies, is 2.2 million sq. ft. of gross floor area (GFA) in Area B and 1.0 million sq. ft. of GFA in Area A; and
6. Amend section 6.53.03(2) and 6.53.03(3) such that commercial floor area in Area B is limited to 9,920 m² (100,000 ft²).

Currently, a map is inserted into the Zoning Bylaw which identifies a significant “commercial only” area for the MUE1 zone (Area “A”). The remainder of the zone (Area “B”) allows for either: residential-only, mixed commercial/residential, or commercial only uses. The MUE1 Zone permits very limited development unless the owner of the land has entered into an agreement with respect to the provision of a public amenity, and an agreement with respect to the provision of road dedication and off-site traffic improvements, such that density is capped at 1.0 million ft² of non-residential GFA and 1.0 million ft² of residential GFA, until additional traffic improvements and amenity contributions have been determined.

As part of this application, the applicant is requesting to increase the GFA permitted prior to additional off-site traffic improvements from 2.0 million ft² to 3.2 million ft² (i.e. 2.2 million ft² in Area B and 1.0 million ft² in Area A). In addition, in order to achieve an appropriate property tax rate for the intended uses within Area B, the applicant is requesting to restrict commercial floor area in Area B to 9,920 m² (100,000 ft²).

Should Council approve this application, the additional commercial uses noted above would be allowed throughout the site and up to 200 units in Area A.

It is noted for reference that all mini-storage and vehicle storage is required to be below grade.

SITE AND SURROUNDING AREA

The subject property is located south of the Trans Canada Highway, west of Leigh Road and east of Wenger Terrace. The property slopes upwards towards the center from all directions. Clearing and site grading is complete on the eastern side of the site against Leigh Road, while the remaining lands remain treed and undisturbed. The site is surrounded by a mix of commercial and residential land uses.

Table 2: Surrounding Land Uses

	Zoning	Use
<i>North</i>	Rural Residential 4 (RR4)	Undeveloped
<i>East</i>	One-and-Two Family Residential (R2)	Single Family Residential
	Langford Business and Technology Park (BT1)	Commercial
<i>South</i>	One-and-Two Family Residential (R2)	Single Family Residential
	One-and-Two Family Residential A (R2A)	Single Family Residential
<i>West</i>	One-and-Two Family Residential (R2)	Single Family Residential
	Rural Residential 4 (RR4)	Single Family Residential

Figure 1 – Subject Properties

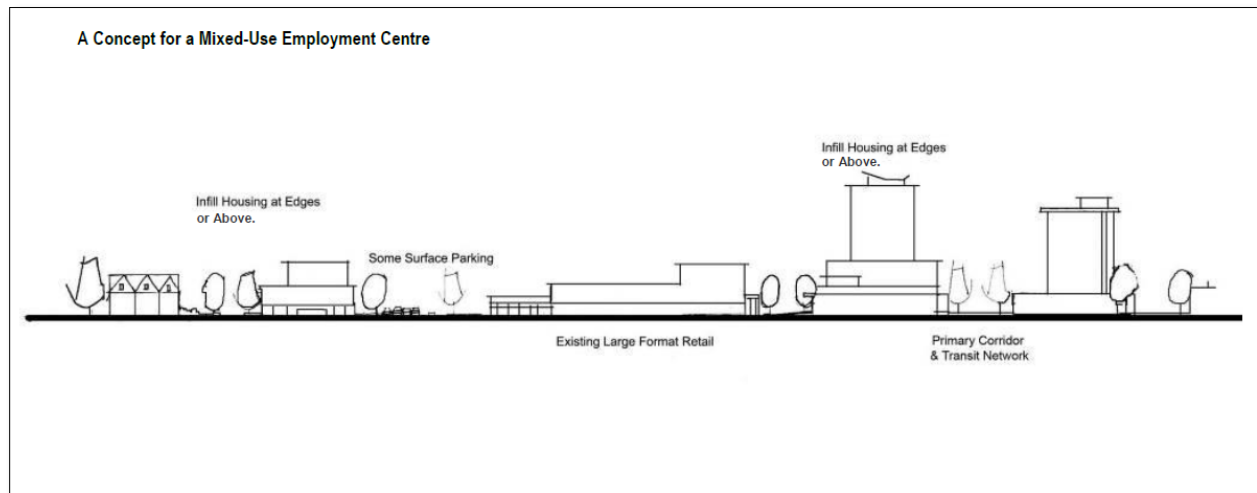
COMMENTS

OFFICIAL COMMUNITY PLAN

Langford's Official Community Plan (OCP) Bylaw No. 1200 designates the subject properties as 'Mixed-Use Employment Centre', which are defined by the following text:

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

The intent of the mixed-use employment zone is to ensure a long-term supply of employment lands in central nodes.



INFRASTRUCTURE

As a condition of Bylaw 1507 (Z14-0004), and at the request of the Director of Engineering, the applicant is required to provide emergency access from Goldstream, fiber optic serving, a signal light on Leigh Road, and full frontage improvements. The developer will be responsible for all costs associated with infrastructure improvements, extensions and system upgrades to meet the needs of the site. A formal stormwater management plan that complies with the standards of Bylaw No. 1000 will be required prior to the issuance of a building permit.

TRAFFIC IMPACT AND ROAD IMPROVEMENTS

As part of the resolution associated with Bylaw 1507, the developer is required to provide a Traffic Impact Study and road network improvements (off-site road works) necessary to accommodate changes in land use and density. The allowable density in the zone is determined by the road network capacity and the provision of off-site road improvements necessary to facilitate that density. Based on the

results of the WATT Traffic Impact Study Reports, dated November 2016 and December 2016, no additional improvements, road dedication or off-site road works will be required in conjunction with the proposed amendments of this report. However, all previously required off-site improvements must be completed prior to subdivision approval, or building permit issuance, whichever is first, which includes:

1. Signalizing the intersection of the new development access road at the intersection of Leigh Road, including constructing all necessary lane improvements such as additional through lanes and northbound and southbound turning lanes, and construction and activation of the necessary lane required for the new on-site access road;
2. Providing a secondary paved access (emergency service) to Goldstream Avenue at the west end of the subject site, a minimum of 6m paved; and
3. Providing a third emergency pedestrian access/egress from the property at a location satisfactory to the Director of Engineering and Fire Chief;
4. Completion of a five-lane cross section on Leigh Road from south of the subject site access south through the intersection of Goldstream Avenue;
5. Construction of a second northbound through lane on Leigh Road approaching Goldstream Avenue; and
6. Completion of a second northbound right turn lane for the southbound on-ramp to the TCH when right turn volumes reach 1,000 vehicles per hour (vph).

DEVELOPMENT PERMIT AREAS

The entire subject property has been designated as a Development Permit Area for potential wildlife habitat and biodiversity. As noted, DP15-0038 has been issued with respect to this site, and these proposed amendments are not expected to affect the terms and conditions of this DP.

All development within the MUE1 zone will be subject to commercial and/or multi-family residential "form and character" design guidelines, which include requirements for landscaping and screening.

FINANCIAL CONTRIBUTIONS

All financial contributions determined through Bylaw No. 1661 are still applicable, including Council's Affordable Housing and Amenity Contribution policy, as follows:

- \$1,000,000 towards the City's General Amenity Reserve Fund; OR
- An alternate amenity with a demonstrable value equivalent to \$1,000,000; OR
- A transfer of 15% of the lands located within the Mixed-Use Employment 1 (MUE1) Zone to the City of Langford; OR
- Some equivalent combination of a(1) and /or a(ii) and/or a(iii).

As previously mentioned, the applicant is required to complete frontage improvements and off-site improvements as per the recommendations in the Traffic Impact Study and Bylaw 1507. All improvements are to be at the developers' expense, therefore the direct capital costs to the municipality will be negligible.

If Council is supportive of these changes they may wish to proceed with First Reading of the Bylaw at this time.

OPTIONS

Option 1

That Council:

1. Give First Reading to Bylaw No. 1809 to make various amendments to the MUE1 zone.

OR Option 2

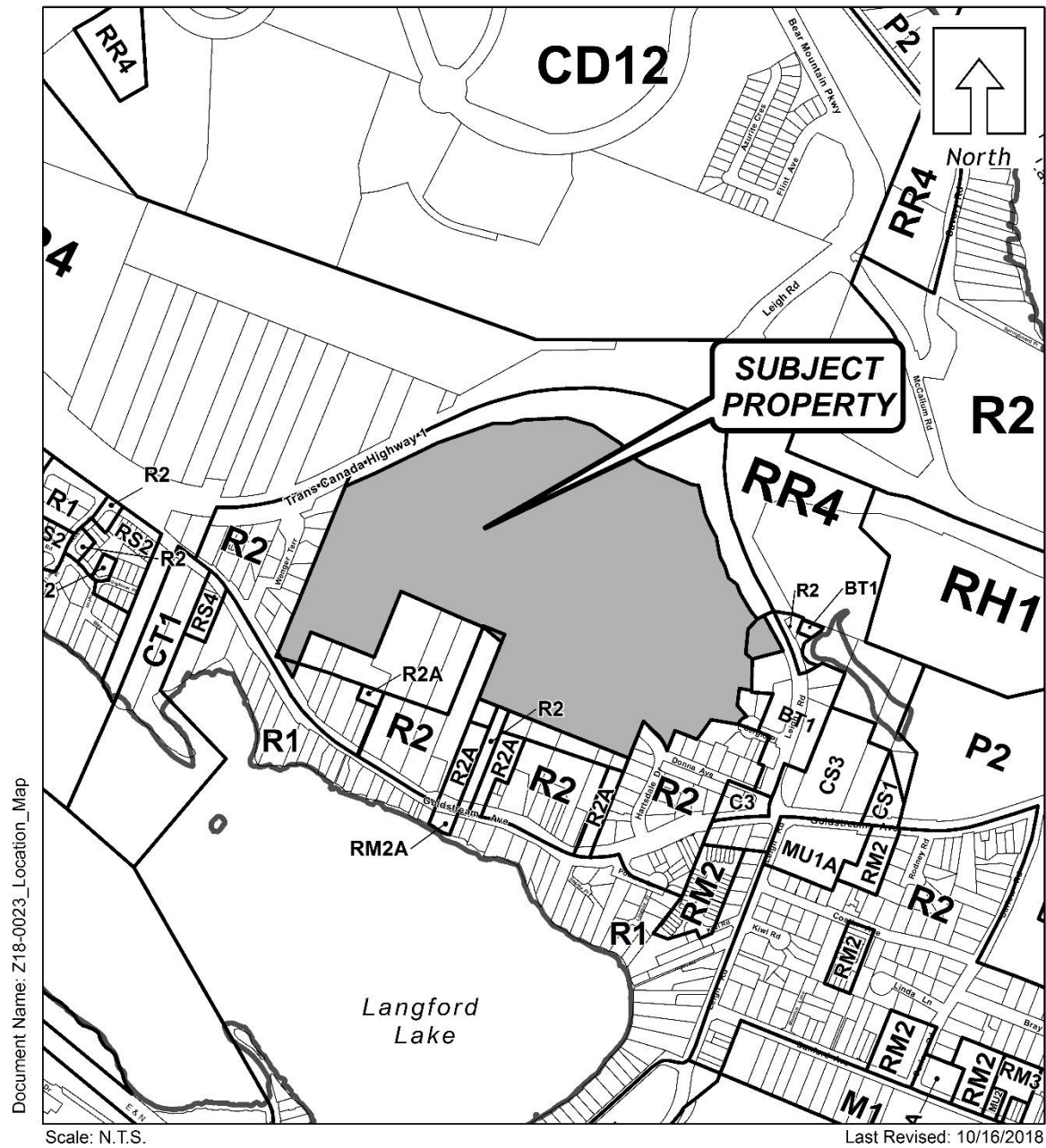
1. Take no action at this time with respect to Bylaw No. 1809.

Submitted by:	David Sametz, Land Development Planner
Concurrence:	Matthew Baldwin, MCIP, RPP, Director of Planning
Concurrence:	Cory Manton, Manager of Parks and Recreation
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

:ds

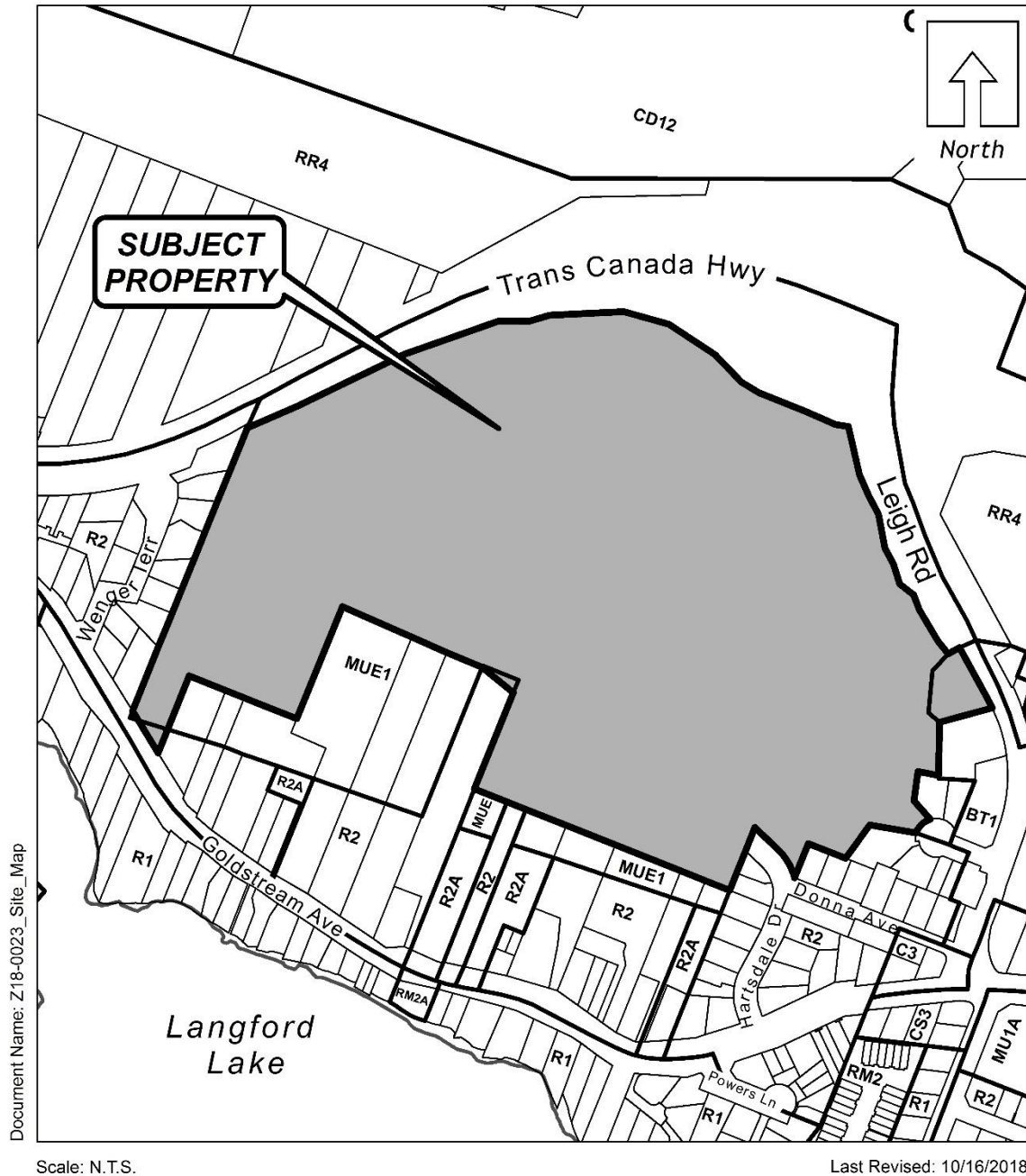
Appendix A

**REZONING BYLAW AMENDMENT
(Z18-0023)
2750 Leigh Rd**



Appendix B

**REZONING BYLAW AMENDMENT
(Z18-0023)
2750 Leigh Rd**



Appendix C**CITY OF LANGFORD
BYLAW NO. 1809****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:

1. By adding the following as section 6.53.01(1)(h): "underground vehicle storage" and renumbering the subsequent sections accordingly;
2. By adding the following as section 6.53.01(1)(i): "underground mini-storage" and renumbering the subsequent sections accordingly;
3. By deleting "Hospital" in section 6.53.01(1)(p) and replacing with "Health Services";
4. By adding the following as section 6.53.03(6) "A maximum of 200 units of Assisted Living are permitted in Area A";
5. By deleting Section 6.53.03(2) and replacing with:

"Despite subsection 6.53.03(1), there may be more than three residential dwelling units and more than 150 m² of non-residential gross floor area in the Mixed-Use Employment 1 (MUE1) Zone, but not more than 92,900 m² (1,000,000 ft²) of gross floor area in Area A and not more than 204,386 m² (2,200,000 ft²) of gross floor area in Area B if the owner of the land proposed to be built upon has:"
6. By deleting Section 6.53.03(3) and replacing with:

"Despite subsections 6.53.03(1) and (2), there may be more than 92,900 m² (1,000,000 ft²) of gross floor area in Area A and more than 204,386 m² (2,200,000 ft²) of gross floor area in Area B, if the owner of the land proposed to be built upon has provided an additional traffic impact study that analyzes the impact of development beyond this level on the surrounding road network, and has entered into an agreement with the City of Langford with regards to required

road dedication and off-site traffic improvements recommended by the traffic impact study, as well as full frontage improvements to Subdivision and Development Servicing Bylaw No. 1000 standards, all to the satisfaction of the Director of Engineering”

7. By adding the following as section 6.53.03(4) and renumbering subsequent sections accordingly:

- a) “Despite subsections 6.53.03(1), (2), and (3), under no circumstances may the gross floor area of non-residential uses in Area B exceed 9,290 m²

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



COUNCIL REPORT

Date: November 5, 2018
From: Chief Election Officer Tom Moore
Subject: 2018 Municipal Election Results

In October 2018, a general local election was held in Langford for the offices of Mayor and six Councillors to serve a four-year term. In accordance with Section 158 of the Local Government Act, a report of the election results must be submitted by the Chief Election Officer to the local government. The report must include a compilation of election ballot accounts.

Advance voting opportunities were held at City Hall on October 10 and 17, 2018. A mobile advance poll was held on October 17 at Alexander Mackie Lodge, Cherish Living and Priory Hospital. General voting was held on October 20, 2018 at Ruth King Elementary and Millstream Elementary.

BALLOT ACCOUNT

Total number of ballots for the 2018 General Local Election: 20 000, with 13 800 in unopened packages.

(1)	Number of ballots given to election officials for use in 2018 General Local Election	6191
	(62 packages opened: some contained fewer than 100 ballots)	
(2)	Ballots accepted without objection	4812
(3)	Ballots accepted subject to objection under s. 140	0
(4)	Ballots rejected without objection	1
(5)	Ballots rejected subject to objection under s. 140	0
(6)	Spoiled ballots that were replaced under s. 128	77
(7)	Number of ballots given to the electors (2+3+4+5+6)	4890
(8)	Unused ballots	1299
(9)	Number of ballots not accounted for	2
(10)	TOTAL (7+8+9) No. 1 and No. 10 must agree	6191

VOTER TURNOUT

List of registered electors (resident only)	26 537
New registrations (resident and non-resident)	293
Removed registrations	0
Total number of eligible voters	26 830
Percentage of eligible voters who voted	17.93 %

ELECTION RESULTS

Each candidate for the office of Mayor, listed alphabetically by last name, received the number of votes listed opposite their name. The * symbol denotes incumbent.

Name of Mayoral Candidate	Number of votes received
Fraser, Robert	790
Young, Stewart*	3939 – ELECTED

Each candidate for the office of Councillor, listed alphabetically by last name, received the number of votes listed opposite their name. The * symbol denotes incumbent.

Name of Council Candidate	Number of votes received
Blackwell, Denise*	3369 – ELECTED
Hobbs, Wendy	2712
Sahlstrom, Matt*	3073 – ELECTED
Seaton, Lanny*	3121 – ELECTED
Szpak, Lillian*	3466 – ELECTED
Stewart, Norma	3207 – ELECTED
Wade, Roger*	2948 – ELECTED

The foregoing is a true account of the ballots cast at the advance and general voting opportunities held on October 10, 17 and 20, 2018.

In view of the above results, and pursuant to Section 146 of the Local Government Act, I, Thomas Moore, Chief Election Officer, have proclaimed Stewart Young elected to the office of Mayor, and Denise Blackwell, Matt Sahlstrom, Lanny Seaton, Lillian Szpak, Norma Stewart and Roger Wade elected to the office of Councillor for a four-year term.

A copy of the declaration of election is attached for your information.

Thomas Moore
Chief Election Officer



Staff Report to Council

Date: November 5, 2018
Department: Administration
Subject: Deputy Corporate Officer Appointment

Background and Commentary

The *Community Charter* requires each municipality to appoint a Corporate Officer to oversee the following duties and functions:

- Ensuring that accurate minutes of the meetings of Council and Council committees are prepared;
- Ensuring that the minutes, bylaws and other records of the business of Council and Council committees are maintained and kept safe;
- Ensuring that access is provided to records of Council and Council committees;
- Administering oaths and taking affirmations, affidavits and declarations;
- Certifying copies of bylaws and other documents;
- Accepting, on behalf of the council or municipality, notices and documents that are required or permitted to be given to, served on, filed with or otherwise provided to council or the municipality; and
- Keeping the corporate seal, if any, and having it affixed to documents as required.

In addition to the above responsibilities, the Corporate Officer is typically given the authority to execute contracts, agreements and other municipal documents in conjunction with the Mayor.

Currently in Langford, the following members of staff have signing authority for contracts, agreements and other documents:

- Director of Corporate Services Braden Hutchins is the Corporate Officer
- Chief Administrative Officer (CAO) Darren Kiedyk is the Deputy Corporate Officer
- Director of Finance Michael Dillabaugh, Director of Engineering Michelle Mahovlich and Director of Planning Matthew Baldwin are appointed as signing authorities for the purpose of executing contracts

Manager of Legislative Services Adriana Proton is assisting with Corporate Officer duties, though does not currently have any signing authority.

It will offer staff greater flexibility in meeting the City's corporate statutory requirements if Council appoints Adriana Proton as an additional Deputy Corporate Officer and signing authority.

Options

Option 1:

That Manager of Legislative Services Adriana Proton be appointed as Deputy Corporate Officer and authorized staff signatory for all contracts, agreements and other municipal documents.

Option 2:

Do not make further Deputy Corporate Officer appointments at this time.

Respectfully submitted,

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



Staff Report to Council

Date: November 5, 2018
Department: Planning
Subject: Municipal Taxi Fleet Increases

Background:

The Provincial Government has adopted recommendations made by the Passenger Transportation Board (PTB) for modernizing taxi regulation, one of which is a streamlined process for taxi companies to increase their fleet sizes by 15%. As a result of the fleet increase opportunity, the City of Langford has received various municipal notices sent by the PTB on behalf of companies wishing to increase their fleet size. As the PTB is at the centre of provincial taxi regulation, they are involved in determining the provincial standard or default regime that municipalities can rely on to regulate the operation of taxi companies. The exception to provincial regulation relies on the adoption of municipal bylaws and independent regulation. The City of Langford, does not have a bylaw regulating the taxi industry, and therefore defaults to the regulation set out by the Provincial Government.

Commentary:

Due to the proximity to Victoria, Langford and other municipalities share overlapping taxi companies which therefore makes individual municipal regulation difficult. An attempt in the late 1990's was made to enter an agreement which would have seen a delegated authority oversee taxi regulation within the region. However, this was found too difficult to enact, and therefore taxi regulation has remained a provincially regulated industry in Langford.

July 19th, 2018 saw the Province adopt the recommendations made by Hara Associates on behalf of the PTB that were intended to aid the taxi industry in becoming more competitive, more efficient and more supportive of a growing population. These recommendations are also intended to create a competitive market given the possible introduction of Transportation Network Companies (TNC's) like Uber and Lyft.

The PTB has sent out municipal notices to those hosting taxi companies that wish to increase their fleet sizes under the new taxi modernization regulation. The increases are as listed below.

Company	Existing fleet size	Desired increase	Resulting fleet size
Bluebird Cabs LTD	56	8	64
Yellow Cab of Victoria	101	15	116
Esquimalt Saanich Taxi LTD	12	1	13
Peninsula Taxi LTD	4	1	5

As the Province regulates the taxi industry within Langford, these municipal notices serve as such and do not require action by council.

Financial Implications:

No financial implications for the City of Langford, all expenses are with the owners of the respective companies.

Legal Implications:

No legal implications, regulation is at the provincial level.

Options:

- 1) That council endorse the taxi fleet increase of 15%;

OR

- 2) That council take no action, relying on the Province to act with the regions best interests in mind.

Respectfully submitted,

Submitted by:	Wolfgang Schoenefuhs, Planning and Land Development Technician
Concurrence:	Matthew Baldwin, MCIP, RPP Director of Planning
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

:WS

CITY OF LANGFORD
ROAD CLOSURE BYLAW NO. 1790, 2018
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 601 m² (6,469 ft²), which was dedicated as highway by Plan 26488, shown outlined in a bold black line on the reference plan prepared by Minda C. Riley of McIlvaney Riley Land Surveying Inc, BCLS on the 8th day of May, 2018, 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 601 m² of highway, which was dedicated as highway by Plan 26488, labelled "Road to be Closed Area 1 and Area 2" 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. 1790 (Springhill Road), 2018”.

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 EPP81679

Reference Plan of Part of Road Dedicated by Plan 26488, Sections 81 and 87, Esquimalt District, to Accompany the City of Langford Road Closure Bylaw No. 1790.

Pursuant to Section 40 of the Community Charter.

Pursuant to Section 120 of the Land Title Act.

BCGS 92B.043

Metres
0.0 6.0 12.0 18.0 24.0 30.0

The intended plot size of this plan is 330 mm in width by 450 mm in height (C size) when plotted at a scale of 1:600.

Legend:

Old Bearings are derived from observations between Geodetic Control Monuments #393207 (03N45516) and #485144 (03N42525).

This plan shows horizontal ground-level distances unless otherwise specified. To compute grid distances, multiply ground-level distances by the average combined factor of 0.9996104 which has been derived from Geodetic Control Monuments #393207 and #485144.

The UTM Coordinates and estimated horizontal positional accuracy achieved are derived from the published NAD83/03 coordinate listings for Geodetic Control Monuments #393207 and #485144.

- Standard Lead Plug Placed
- 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.1.ORD

Detail
Not to Scale



Book of Reference	
Description	Area
Part Road Dedicated by Plan 26488, Sections 81 & 87, Esquimalt District.	Area 1 295.6 m²
	Area 2 305.4 m²
Total Road Closure	601.0 m²

Datum: NAD83(CSRS) 3.0,0.BC.1.ORD
UTM (Zone 10)
Northing: 5,365,261.602
Easting: 460,907.560
Point Combined Factor: 0.9996098
Estimated Horizontal Positional Accuracy: 0.01 m

McIntyre Riley Land Surveying Inc.
#113 - 2244 Sooke Road
Victoria, B.C. V8B 1X1
(250) 474-5536
www.mrls.ca
File: 60681679_A.mxd

This plan lies within the Capital Regional District

This plan lies within the jurisdiction of the approving officer for the City of Langford.
The field survey represented by this plan was completed on the 6th day of May, 2016.
Mirde C. Riley, BCLS #810

CITY OF LANGFORD BYLAW NO. 1809

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

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

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

1. By adding the following as section 6.53.01(1)(h): "underground vehicle storage" and renumbering the subsequent sections accordingly;
2. By adding the following as section 6.53.01(1)(i): "underground mini-storage" and renumbering the subsequent sections accordingly;
3. By deleting "Hospital" in section 6.53.01(1)(p) and replacing with "Health Services";
4. By adding the following as section 6.53.03(6) "A maximum of 200 units of Assisted Living are permitted in Area A";
5. By deleting Section 6.53.03(2) and replacing with:

"Despite subsection 6.53.03(1), there may be more than three residential dwelling units and more than 150 m² of non-residential gross floor area in the Mixed-Use Employment 1 (MUE1) Zone, but not more than 92,900 m² (1,000,000 ft²) of gross floor area in Area A and not more than 204,386 m² (2,200,000 ft²) of gross floor area in Area B if the owner of the land proposed to be built upon has:"

6. By deleting Section 6.53.03(3) and replacing with:

"Despite subsections 6.53.03(1) and (2), there may be more than 92,900 m² (1,000,000 ft²) of gross floor area in Area A and more than 204,386 m² (2,200,000 ft²) of gross floor area in Area B, if the owner of the land proposed to be built upon has provided an additional traffic impact study that analyzes the impact of development beyond this level on the surrounding road network, and has entered into an agreement with the City of Langford with regards to required road dedication and off-site traffic improvements recommended by the traffic impact study, as well as full frontage improvements to Subdivision and Development Servicing Bylaw No. 1000 standards, all to the satisfaction of the Director of Engineering"

7. By adding the following as section 6.53.03(4) and renumbering subsequent sections accordingly:

"Despite subsections 6.53.03(1), (2), and (3), under no circumstances may the gross floor area of non-residential uses in Area B exceed 9,290 m² (100,000 ft²)"

B. This Bylaw may be cited for all purposes as "Langford Zoning Bylaw, Amendment No. 549, (MUE1 Amendments – 2750 Leigh Rd), 2018".

READ A FIRST TIME this day of , 2018.

PUBLIC HEARING held this day of , 2018.

READ A SECOND TIME this day of , 2018.

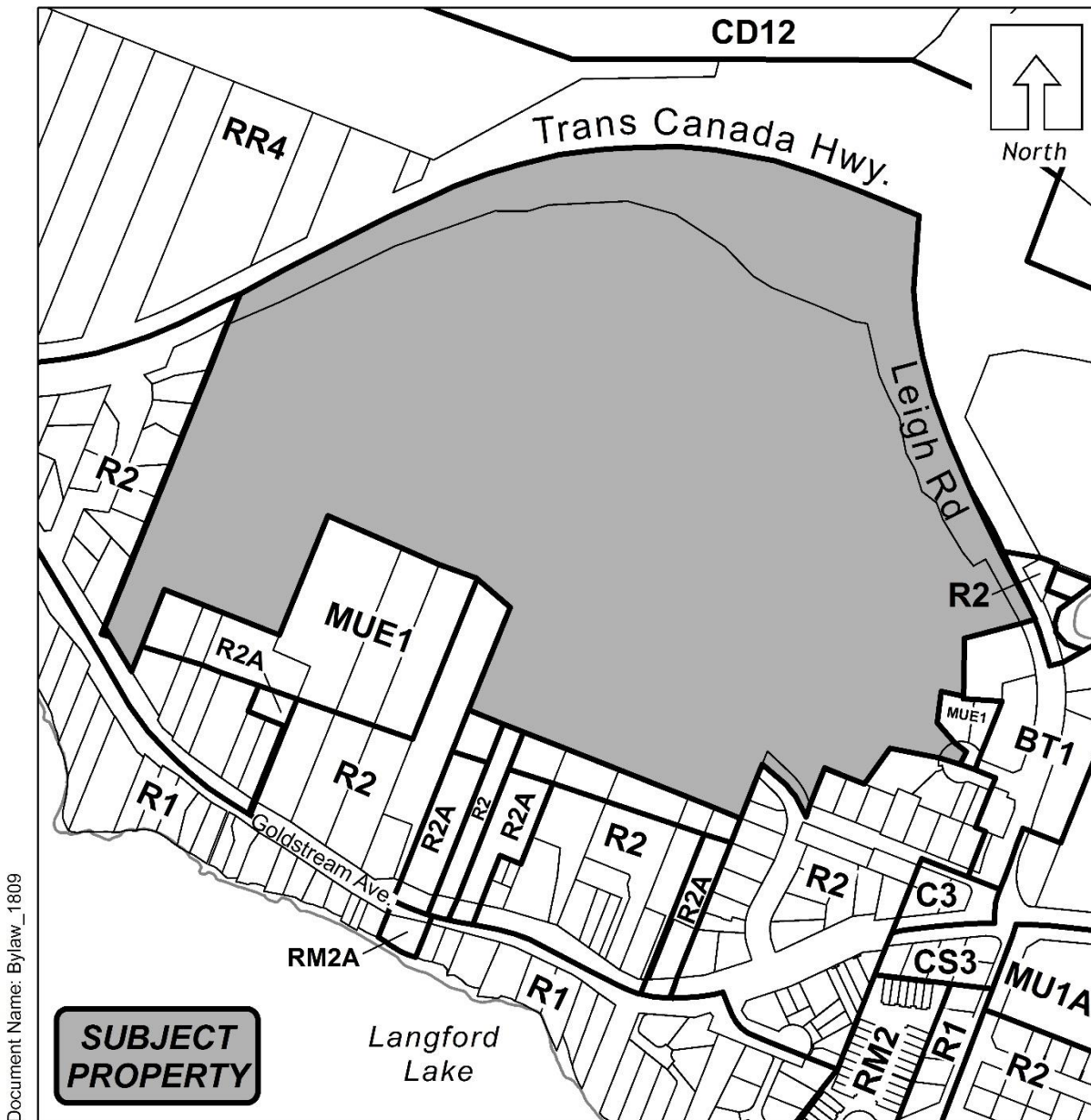
READ A THIRD TIME this day of , 2018.

APPROVED BY THE MINISTRY OF TRANSPORTATION THIS day of , 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. 1809

MAYOR

ADOPTION: _____

CORPORATE OFFICER

Scale: N.T.S.

Last Revised: 10/29/2018



Staff Report to Council

Date: November 5, 2018
Department: Planning
Subject: Bylaw No. 1813 and No. 1815 – Amendments to Housing Agreement

Background

At their Regular Meeting on December 16th, 2013, Council passed the following resolution with respect to amendments to the standard Housing Agreement:

1. *Direct staff to proceed with amending the Affordable Housing Agreement template and modifying at the time of resale the affordable housing agreements currently registered on title by adding the following items:*
 - a) *Allow co-signers on mortgages provided that the co-signer signs a Statutory Declaration drafted by a lawyer stating that the co-signer has a 1% undivided interest only for the purposes of obtaining financing from the Lender to complete the purchase, not living at the residences and waive any future claim and equity to the property;*
 - b) *Give the city the following options when an affordable house comes up for resale in the 20th year, or thereafter:*
 - i. *A first right of refusal to purchase an affordable house and rent it out 30% below market rate, or a percentage determined by Council, for the remainder of the time in which the housing agreement is on title (25 years) and use the revenues towards other affordable housing projects in the community; or*
 - ii. *Extend the expiration of the housing agreement by 10 years, or by a given amount of time determined by Council (5,10,15 or 20 years);*

Commentary

Pursuant to the *Local Government Act*, any new or modified housing agreement to be registered on title must be authorized by Council via bylaw. Staff have received direction from the owner of a home within the Affordable Housing Program to commence the resale process, and as such have brought forward Bylaw No. 1813 and Bylaw No. 1815 to authorize the replacement of the existing housing agreements with the updated versions.

The new housing agreements also state the new purchase prices which is based off of the original purchase price plus \$2,000 for every full year after the first 5 years of ownership.

The new purchase price for the home is \$166,000 (Bylaw No. 1813) and the new purchase price for the condo is \$126,000 (Bylaw No. 1815).

Options

1. Give first, second, and third readings to Bylaw No. 1813 and give first, second, and third readings to Bylaw No. 1815

Or

2. Take no action at this time with respect to Bylaw No. 1813 and Bylaw No. 1815

Respectfully submitted,

Submitted by:	Julia Buckingham, Planner I
Concurrence:	Matthew Baldwin, MCIP, RPP Director of Planning
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

:jb

CITY OF LANGFORD

BYLAW NO. 1813, 2018

A BYLAW TO REPLACE A HOUSING AGREEMENT

WHEREAS the City has entered into a housing agreement and covenant, registered under number EX049236 (the “prior housing agreement”) against the title the property legally described as PID: 026-271-923, Lot 11 Section 84 Esquimalt District Plan VIP78736 (the “Property”);

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

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

1. Council hereby authorizes the City to discharge the prior housing agreement from the title the Property.
2. Council hereby authorizes the City to enter into a new housing agreement, attached as Appendix “A”, with the owner of the Property to be registered as a covenant against the Property.
3. The Mayor and Corporate Officer of the City are authorized to execute the Form C – Release and Form C – Housing Agreement, and the Corporate Officer is authorized to sign and file in the Land Title Office a notice of the housing agreement, as required by the *Local Government Act*.
4. The appendix attached to this Bylaw is incorporated into and forms a part of this Bylaw.
5. This Bylaw may be cited as “City of Langford Housing Agreement (3252 Happy Valley Rd) Bylaw No. 1813, 2018”.

READ A FIRST TIME 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

Appendix "A" – Housing Agreement

TERMS OF INSTRUMENT – PART 2

SECTION 219 COVENANT AND HOUSING AGREEMENT

THIS AGREEMENT is dated for reference the 5th –day of November, 2018.

WHEREAS:

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

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

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

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

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

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

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

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

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

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

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

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

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

3. **Occupancy Restrictions** – Each Affordable Housing Unit:

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

- (b) must be occupied as a permanent residence by at least one Qualified Purchaser; and
 - (c) may only be occupied by a Qualified Purchaser, except that the immediate family, which includes a spouse, children, grandparents, and siblings, of the Qualified Purchaser who occupies the Affordable Housing Unit as a permanent residence may also occupy the Affordable Housing Unit.
- 4. **Mortgage Co-signers** – Co-signers are permitted provided that the Mortgage Co-signer signs a Statutory Declaration, in the form attached as Schedule “B” whereby the Mortgage Co-signer declares that the Mortgage Co-signer:
 - (a) has a maximum 1% undivided interest in the Affordable Housing Unit and Lands,
 - (b) will not reside in the Affordable Housing Unit, and
 - (c) waives any future claim and equity to the Affordable Housing Unit and Lands.
- 5. **Subagreements** – The Owner shall not rent or lease the Lands or any Affordable Housing Unit on the Lands.
- 6. **Maximum Sale Price** –
 - (a) The Owner covenants and agrees that the Owner may only sell an Affordable Housing Unit and the land upon which it is located:
 - (i) to a Qualified Purchaser; and,
 - (ii) for up to the greater of \$166,000, plus GST if applicable, or the purchase price the Owner paid for the Affordable Housing Unit, excluding GST if applicable (the “Maximum Sale Price”).
 - (b) Despite subsection 6(a)(ii) above, if the Owner of an Affordable Housing Unit purchased the Affordable Housing Unit as a Qualified Purchaser, and has owned the Affordable Housing Unit for at least five years, the Owner may sell the Affordable Housing Unit and the land upon which it is located to a Qualified Purchaser for the Maximum Sale Price plus \$2,000.00 for every full year of the Owner's ownership of the Affordable Housing Unit after the first five years of ownership.
 - (c) The Owner must disclose in every purchase and sale agreement for the Affordable Housing Unit the existence of this Agreement and the occupancy and resale price restrictions applicable to the Affordable Housing Unit, and provide each Qualified Purchaser with a copy of this Agreement.

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

successors in title and binds every parcel into which it is consolidated or subdivided by any means, including, by subdivision or by strata plan.

15. **Limitation on Owner's Obligations** – The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Lands.
16. **Amendment and Termination** – This Agreement may not be modified or amended except by bylaw of the City, upon an agreement in writing between City and the Owner. This Agreement may be terminated or discharged by the City without the consent or agreement of the Owner.
17. **Notices** – Any notice required to be given pursuant to this Agreement shall be in writing and shall be given to the Owner or the City, as the case may be, at the address first above written, or to any other address of which either the Owner or the City may advise the others in writing in accordance with this paragraph. Notice to the City must be addressed to the Affordable Housing Committee. If given in person or by facsimile transmission, such notice will be deemed to be received when delivered and, if mailed, such notice will be deemed to have been received on the tenth business day after the date of mailing except in the event of an interruption in mail service, when such notice will be deemed to be received only when actually received by the party to whom it is addressed.
18. **Enurement** - This Agreement shall enure to the benefit of and be binding on the City and its successors and on the Owner and its heirs, successors, personal representatives, administrators, assignees, and successors in title.
19. **Remedies Cumulative** – The remedies of the City specified in this Agreement are cumulative and are in addition to any remedies of the City at law or in equity. No remedy shall be deemed to be exclusive, and the City may from time to time have recourse to one or more or all of the available remedies specified herein or at law or in equity.
20. **Severability** – Each covenant and agreement contained in this Agreement is, and shall be construed to be, a separate and independent covenant or agreement and the breach of any such covenant or agreement by the Owner shall not discharge or relieve the Owner from its obligations to perform. If any term or provision of this Agreement, or its application to any person or circumstance shall to any extent be invalid and unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.
21. **Joint and Several** – In the case of more than one Owner, the grants, covenants, conditions, provisions, agreements, rights, powers, privileges and liabilities of the Owner shall be construed and held to be several as well as joint.

22. **Included Words** – Wherever the singular or the masculine is used in this Agreement, it shall be deemed to include the plural or the feminine, or the body politic or corporate, where the context or the parties so require.
23. **Governing Law** – This Agreement shall be governed by and construed in accordance with the laws of the province of British Columbia.
24. **Joint Venture** – Nothing in this Agreement shall constitute the Owner as an agent, joint venturer or partner of the City or give the Owner any authority or power to bind the City in any way.
25. **Time of Essence** – Time is of the essence in this Agreement.
26. **Further Assurances** – The parties shall execute and do all such further deeds, acts, things and assurances as they reasonably require to carry out the intent of this Agreement.
27. **No Fettering of Statutory Discretion** – No consent or approval given by the City under this Agreement shall derogate from or bind the City in the exercise of any statutory duty, power or discretion.
28. **Priority** – The Owner agrees to do everything necessary at the Owner's expense to ensure that this Agreement is registered against title to the Lands with priority over all financial charges, liens and encumbrances registered or pending at the time of application for registration of this Agreement, except those specifically approved in writing by the City or in favour of the City.
29. **Deed and Contract** – By executing and delivering this Agreement each of the parties intends to create both a contract and a deed executed and delivered under seal.
30. **Expiration** – This Agreement expires and is of no future force and effect on or after November 30, 2030.

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

CONSENT AND PRIORITY AGREEMENT

WHEREAS **COAST CAPITAL SAVINGS CREDIT UNION** (the “Chargeholder”) is the holder of a Mortgage (the “Charge”) encumbering the lands (the “Lands”) described in item 2 of the *Land Title Act* Form C attached hereto, which was registered in the Victoria Land Title Office under number **EX152402**.

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

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

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

SCHEDULE A –

MORTGAGE and MORTGAGE INSURER AGREEMENT TERMS

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

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

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

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

SCHEDULE B –

STATUTORY DECLARATION

WHEREAS _____ (the “Mortgagor”) has applied to _____ (the “Lender”) for mortgage financing to complete the purchase of 3252 Happy Valley Langford, BC (the “Property”) and the Lender has agreed to provide such financing on the terms and conditions contained in the mortgage instructions dated [INSERT DATE HERE] and the City of Langford (the “City”), through the City’s Affordable Housing Program has agreed to allow [INSERT NAME OF CO-SIGNER HERE] to be added to the title of the Property on the condition that [NAME OF CO-SIGNOR] provide this Statutory Declaration:

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

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

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

DECLARED before me at _____, Province)

of British Columbia, this ___ day of)

_____, 20__)

)

)

PRINT NAME OF CO-SIGNER

)

A Commissioner for Taking Affidavits)

within British Columbia)

SIGNATURE

END OF DOCUMENT

**CITY OF LANGFORD
BYLAW NO. 1815**

A BYLAW TO AUTHORIZE A HOUSING AGREEMENT

WHEREAS the City has entered into a housing agreement under s. 483 of the *Local Government Act* and registered against title as FB412757 pursuant to s. 219 of the *Land Title Act* to the property legally described as PID: 028-731-077, STRATA LOT 1 SECTION 86 AND 87 METCHOSIN DISTRICT STRATA PLAN EPS597 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V (the "Property");

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

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

1. Council hereby authorizes the City to discharge the housing agreement registered as FB412757 against the Lands.
2. Council hereby authorizes the City to enter into a new housing agreement, attached as Appendix "A", with the owner of the Property to be registered as a covenant against the Property.
3. The Mayor and Corporate Officer of the City are authorized to execute the Form C - Release and Form C – Housing Agreement, and the Corporate Officer is authorized to sign and file in the Land Title Office a notice of the housing agreement, as required by the *Local Government Act*.
4. The appendix attached to this Bylaw is incorporated into and forms a part of this Bylaw.
5. This Bylaw may be cited as "City of Langford Housing Agreement (#104 – 3309 Piper Rd) Bylaw No. 1815, 2018".

READ A FIRST TIME 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

Appendix "A" – Housing Agreement

TERMS OF INSTRUMENT – PART 2

SECTION 219 COVENANT

THIS COVENANT dated for reference the 31 day of October, 2018 is

BETWEEN:

JANELLE NAVAROLI, 104 – 3309 Piper Road, Victoria, B.C. V9C 0H3

(the "Owner")

AND:

CITY OF LANGFORD, a local government incorporated pursuant to the *Community Charter* and having a business address of 2nd floor, 877 Goldstream Avenue, Victoria, B.C. V9B 2X8

(the "City")

WHEREAS:

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

THIS AGREEMENT is evidence that in consideration of \$2.00 paid by the City to the Owner (the receipt of which is acknowledged by the Owner), and in consideration of the promises exchanged

below, the City and the Owner agree, as covenants granted by the Owner to the City under s. 219 of the *Land Title Act*, and as a housing agreement between the Owner and the City under s. 483 of the *Local Government Act*, as follows:

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

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

“Affordable Housing Unit” means several rooms in a building that are used, or constructed so as to be capable of being used, for the residential use of a single household by a Qualified Purchaser and that person's immediate family, and containing a common access, one kitchen, and eating, sleeping and living areas, with a minimum gross floor area of 71 m² exclusive of garages, carports and decks.

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

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

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

“A Mobility Impairment or Disability” means a permanent condition, which features: a total or partial loss of the person's bodily or mental functions; or total or partial loss of a part of the body; or the presence in the body of organisms causing disease or illness; or a disorder or malfunction that results in the person learning differently from a person without the disorder or malfunction.

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

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

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

- (a) that the Lands must be used only in accordance with this Agreement;
- (b) that the Lands must be used only for the construction, use and occupation of Affordable Housing Units; and

- (c) that each Affordable Housing Unit on the Lands must meet the following accessibility standards on the ground floor level:
 - (i) At least one zero-step entrance at the front, back or side entrance of the Affordable Housing Unit (located on an accessible route from an adjoining street);
 - (ii) Wide doorways on all main floor doors, being at least 813 mm (32 inch) clear doorway opening; and
 - (iii) One half-bathroom on the main floor, being at least one sink, one toilet and a wide doorway as described in clause (ii) above.
- 3. **Occupation** – Each Affordable Housing Unit:
 - (a) may only be used as a permanent residence;
 - (b) must be occupied as a permanent residence by at least one Qualified Purchaser; and
 - (c) may only be occupied by a Qualified Purchaser, except that the immediate family, which includes a child under 25 years of age and attending school, or a cohabitating, unmarried child, sibling, parent or spouse who has a permanent mobility impairment or disability, of the Qualified Purchaser who occupies the Affordable Housing Unit as a permanent residence may also occupy the Affordable Housing Unit.
- 4. **Mortgage Co-signers** – Co-signers are permitted provided that the Mortgage Co-signer signs a Statutory Declaration, in the form attached as Schedule “B” whereby the Mortgage Co-signer declares that the Mortgage Co-signer:
 - (a) has a maximum 1% undivided interest in the Affordable Housing Unit and Lands,
 - (b) will not reside in the Affordable Housing Unit, and
 - (c) waives any future claim and equity to the Affordable Housing Unit and Lands.
- 5. **Subagreements** – The Owner shall not rent or lease the Lands or any Affordable Housing Unit on the Lands.
- 6. **Maximum Sale Price** –
 - (a) The Owner covenants and agrees that the Owner may only sell an Affordable Housing Unit and the land upon which it is located:
 - (i) to a Qualified Purchaser; and,

- (ii) for up to the greater of \$126,000, plus GST if applicable, or the purchase price the Owner paid for the Affordable Housing Unit, excluding GST if applicable (the “Maximum Sale Price”).
 - (b) Despite subsection 6(a)(ii) above, if the Owner of an Affordable Housing Unit purchased the Affordable Housing Unit as a Qualified Purchaser, and has owned the Affordable Housing Unit for at least five years, the Owner may sell the Affordable Housing Unit and the land upon which it is located to a Qualified Purchaser for the Maximum Sale Price plus \$2,000.00 for every full year of the Owner's ownership of the Affordable Housing Unit after the first five years of ownership.
 - (c) The Owner must disclose in every purchase and sale agreement for the Affordable Housing Unit the existence of this Agreement and the occupancy and resale price restrictions applicable to the Affordable Housing Unit, and provide each Qualified Purchaser with a copy of this Agreement.
7. **Order to Comply** – If the Owner is in default of the performance or observance of this Agreement, the City may give the Owner a notice of default requiring the Owner to comply with this Agreement within the time stated in the notice.
8. **Specific Performance of Agreement** – The Owner agrees that the City is entitled to obtain an order for specific performance of this Agreement and a prohibitory or mandatory injunction in respect of any breach by the Owner of this Agreement. Further, the Owner agrees that the foregoing provision is reasonable given the public interest in restricting the occupancy and disposition of each Affordable Housing Unit on the Lands in accordance with this Agreement.
9. **Mortgages and Mortgage Insurers** – If required by the Qualified Purchaser and his/her mortgagee and mortgage insurer (if any), the City will enter into an agreement regarding a mortgage of the Affordable Housing Unit on the terms set out in Schedule “A”, including that if for whatever reason, an Affordable Housing Unit is sold for fair market value, the Owner agrees to assign the excess revenue from the sale, being the fair market price less the maximum sale price in this Agreement, to the City for its affordable housing fund.
10. **Bylaw Infraction** – The Owner acknowledges that a breach of the occupancy restriction in paragraph 3 of this Agreement may be a breach of the City's Zoning Bylaw which is punishable by fine and imprisonment under the *Offence Act*.
11. **No Public Law Duty** – Wherever in this Agreement an act, determination, consent, approval or agreement of the City is provided for, such act, determination, consent, approval or agreement may be done or made in accordance with the terms of this Agreement and no public law duty, whether arising from the principles of procedural fairness or the rules of natural justice, shall have any application.

12. **No Waiver** – No condoning, excusing or overlooking by the City of any default under this Agreement, nor any consent, approval, or agreement whether written or otherwise shall be taken to operate as a waiver by the City of any subsequent default or of the necessity for further consent, approval or agreement in respect of a subsequent matter requiring it under this Agreement, or in any way to defeat or affect the rights or remedies of the City.
13. **Arbitration** – Any matter in dispute between the parties under this Agreement must be referred to a single arbitrator if the parties can agree on one, and otherwise to three arbitrators, one to be appointed by each of the parties and the third by those two so appointed, and the matter must be resolved in accordance with the provisions of the *Commercial Arbitration Act* of British Columbia.
14. **Notice on Title** – The Owner acknowledges and agrees that this Agreement constitutes both a covenant under section 219 of the *Local Government Act* and a housing agreement under Section 483 of the *Local Government Act*, and agrees that the City must file in the Land Title Office a notice that the Lands are subject to this Agreement, and that, once the notice is filed, this Agreement is binding on all persons who acquire an interest in the Lands.
15. **Covenant Runs with the Land** – Every obligation and covenant of the Owner in this Agreement constitutes both a contractual obligation and a covenant granted by the Owner to the City in accordance with section 219 of the *Land Title Act* in respect of the Lands and this Agreement burdens the Lands and runs with it and binds the Owner's successors in title and binds every parcel into which it is consolidated or subdivided by any means, including, by subdivision or by strata plan.
16. **Limitation on Owner's Obligations** – The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Lands.
17. **Amendment and Termination** – This Agreement may not be modified or amended except by bylaw of the City, upon an agreement in writing between City and the Owner. This Agreement may be terminated or discharged by the City without the consent or agreement of the Owner.
18. **Notices** – Any notice required to be given pursuant to this Agreement shall be in writing and shall be given to the Owner or the City, as the case may be, at the address first above written, or to any other address of which either the Owner or the City may advise the others in writing in accordance with this paragraph. Notice to the City must be addressed to the Affordable Housing Committee. If given in person or by facsimile transmission, such notice will be deemed to be received when delivered and, if mailed, such notice will be deemed to have been received on the tenth business day after the date of mailing except in the event of an interruption in mail service, when such notice will be deemed to be received only when actually received by the party to whom it is addressed.

19. **Enurement** - This Agreement shall enure to the benefit of and be binding on the City and its successors and on the Owner and its heirs, successors, personal representatives, administrators, assignees, and successors in title.
20. **Remedies Cumulative** – The remedies of the City specified in this Agreement are cumulative and are in addition to any remedies of the City at law or in equity. No remedy shall be deemed to be exclusive, and the City may from time to time have recourse to one or more or all of the available remedies specified herein or at law or in equity.
21. **Severability** – Each covenant and agreement contained in this Agreement is, and shall be construed to be, a separate and independent covenant or agreement and the breach of any such covenant or agreement by the Owner shall not discharge or relieve the Owner from its obligations to perform. If any term or provision of this Agreement, or its application to any person or circumstance shall to any extent be invalid and unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.
22. **Joint and Several** – In the case of more than one Owner, the grants, covenants, conditions, provisions, agreements, rights, powers, privileges and liabilities of the Owner shall be construed and held to be several as well as joint.
23. **Included Words** – Wherever the singular or the masculine is used in this Agreement, it shall be deemed to include the plural or the feminine, or the body politic or corporate, where the context or the parties so require.
24. **Governing Law** – This Agreement shall be governed by and construed in accordance with the laws of the province of British Columbia.
25. **Joint Venture** – Nothing in this Agreement shall constitute the Owner as an agent, joint venturer or partner of the City or give the Owner any authority or power to bind the City in any way.
26. **Time of Essence** – Time is of the essence in this Agreement.
27. **Further Assurances** – The parties shall execute and do all such further deeds, acts, things and assurances as they reasonably require to carry out the intent of this Agreement.
28. **No Fettering of Statutory Discretion** – No consent or approval given by the City under this Agreement shall derogate from or bind the City in the exercise of any statutory duty, power or discretion.
29. **Priority** – The Owner agrees to do everything necessary at the Owner's expense to ensure that this Agreement is registered against title to the Lands with priority over all financial charges, liens and encumbrances registered or pending at the time of application for

registration of this Agreement, except those specifically approved in writing by the City or in favour of the City.

30. **Deed and Contract** – By executing and delivering this Agreement each of the parties intends to create both a contract and a deed executed and delivered under seal.
31. **Expiration** - This Agreement expires and is of no future force and effect on and after 26 July 2037.

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

CONSENT AND PRIORITY AGREEMENT

WHEREAS **MCAP Service Corporation** (the “Chargeholder”) is the holder of a Mortgage (the “Charge”) encumbering the lands (the “Lands”) described in item 2 of the *Land Title Act* Form C attached hereto, which was registered in the Victoria Land Title Office under number **CA2680556**.

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

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

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

SCHEDULE A –

MORTGAGE and MORTGAGE INSURER AGREEMENT TERMS

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

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

the Affordable Housing Committee guidelines to purchase the Property for the maximum sale price in the Housing Agreement. The Lender and/or Insurer will agree to sell the Property to this purchaser after the order absolute, and if this purchaser purchases the Property, the Housing Agreement will continue to be a charge against title to the Property;

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

SCHEDULE B –

STATUTORY DECLARATION

WHEREAS _____(the “Mortgagor”) has applied to _____ (the “Lender”) for mortgage financing to complete the purchase of #104-3309 Piper Rd Langford, BC (the “Property”) and the Lender has agreed to provide such financing on the terms and conditions contained in the mortgage instructions dated [INSERT DATE HERE] and the City of Langford (the “City”), through the City’s Affordable Housing Program has agreed to allow [INSERT NAME OF CO-SIGNER HERE] to be added to the title of the Property on the condition that [NAME OF CO-SIGNOR] provide this Statutory Declaration:

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

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

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

DECLARED before me at _____, Province)
of British Columbia, this ___ day of)
_____, 20__)

A Commissioner for Taking Affidavits)
within British Columbia)

PRINT NAME OF CO-SIGNER

SIGNATURE

END OF DOCUMENT