

CITY OF LANGFORD
REGULAR MEETING OF COUNCIL
Monday, November 19th, 2018 @ 5:30 p.m.
Council Chambers, 3rd Floor, 877 Goldstream Avenue

AGENDA

	Page
1. <u>CALL TO ORDER</u>	
2. <u>SWEARING INTO OFFICE – Oath of Office for Mayor</u>	3
3. <u>APPROVAL OF THE AGENDA</u>	
4. <u>PUBLIC HEARINGS</u>	
a) BYLAW NO. 1804 "Langford Zoning Bylaw, Amendment No. 545, (3030 Merchant Way), 2018".	4
b) BYLAW NO. 1805 "Langford Zoning Bylaw, Amendment No. 546, (1064 Goldstream Avenue), 2018".	21
5. <u>ADOPTION OF MINUTES</u>	
a) Minutes of the Inaugural Meeting of Council – November 5th, 2018	44
6. <u>DEVELOPMENT VARIANCE PERMIT</u>	
a) DP18-0008 – 1319 & 1323 Ravensview Dr	53
7. <u>PUBLIC PARTICIPATION</u>	
8. <u>COMMITTEE RESOLUTIONS</u>	
a) Planning, Zoning and Affordable Housing Committee – November 6th, 2018	56
1. Application to Rezone 887 Klahanie Drive from Rural Residential 2 (RR2) to Rural Residential 7 (RR7) to Allow a Six Lot Development	
2. Bylaw No. 1808 Application to Rezone 2786 Wenger Terrace from R2 (One and Two Family Residential) to RS3 (Residential Small Lot 3) Zone to allow the subdivision of the property into two lots and to allow a secondary suite within the existing house on the property	
3. Application for Development Variance Permit to reduce the front and rear setback at 938 Whisperwind Place	
4. Application for Development Variance Permit to allow a reduction in the rear yard setback from 6 m to 3.2 m at 620 Rockingham Road	

9.	<u>REPORTS</u>	
	a) Florence Lake at McCallum Road New Signal Light	59
	- Staff Report (Engineering)	
	b) Page Avenue Road Closure and Disposition Bylaw No. 1643	62
	- Staff Report (Administration)	
10.	<u>BYLAWS</u>	
	a) BYLAW NO. 1643	65
	“Page Avenue Road Closure Bylaw No.1643”. (FIRST, SECOND AND THIRD READINGS)	
	b) BYLAW NO. 1804	68
	“Langford Zoning Bylaw, Amendment No. 545, (3030 Merchant Way), 2018”. (SECOND AND THIRD READINGS)	
	c) BYLAW NO. 1805	70
	“Langford Zoning Bylaw, Amendment No. 546, (1064 Goldstream Avenue), 2018”. (SECOND AND THIRD READINGS)	
	d) BYLAW NO. 1808	73
	“Langford Zoning Bylaw, Amendment No. 548, (2786 Wenger Terr), 2018”. (FIRST READING)	
	e) BYLAW NO. 1811	76
	“Langford Zoning Bylaw, Amendment No. 551, (2961 and 2965 Sooke Rd), 2018”. (SECOND AND THIRD READINGS)	
	f) BYLAW NO. 1813	78
	“City of Langford Housing Agreement (3252 Happy Valley Rd) Bylaw No. 1813, 2018”. (ADOPTION)	
	g) BYLAW NO. 1815	89
	“City of Langford Housing Agreement (#104 – 3309 Piper Rd) Bylaw No. 1815, 2018”. (ADOPTION)	
	h) BYLAW NO. 1818	101
	“City of Langford Housing Agreement (#202 – 3309 Piper Rd) Bylaw No. 1818, 2018”. (FIRST, SECOND AND THIRD READINGS)	
11.	<u>IN CAMERA RESOLUTION</u>	115
12.	<u>ADJOURNMENT</u>	



OATH of OFFICE

CANADA)
PROVINCE OF BRITISH COLUMBIA)

I, Stewart Young, do solemnly affirm that:

I am qualified to hold the office of Mayor for the City of Langford to which I have been elected;

I have followed the Local Government Act in relation to my election to the office;

I will faithfully perform the duties of my office for the betterment of my community,
and my conduct in public affairs will be lawful and of the highest integrity.

SWORN by the above-named Mayor
before me at Langford,
British Columbia, the 19th day of
November, 2018.

	)	
	)	Stewart Young
	)	
_____ Braden Hutchins Corporate Officer	)	
	)	

PUBLIC HEARING
Monday, 19 November 2018

Bylaw No. 1804
File No. Z18-0024

A Bylaw to amend the Text of the C10 (Langford City Centre) Zone to allow a 100 child group day care.

**CITY OF LANGFORD
BYLAW NO. 1804**

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

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

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

1. By amending the text of the C10 (Langford City Centre) Zone by adding the following text as Section 6.54.01(1)(l) and renumbering the subsequent sections accordingly:

"group day care with a maximum capacity of 100 children on the property legally described as Lot 1, Section 75, Esquimalt District, Plan EPP75724, PID No. 030-357-951, (3030 Merchant Way)"

B. This Bylaw may be cited for all purposes as "Langford Zoning Bylaw, Amendment No. 545, (3030 Merchant Way), 2018".

READ A FIRST TIME this 17th day of September, 2018.

PUBLIC HEARING held this day of, 2018.

READ A SECOND TIME this day of, 2018.

READ A THIRD TIME this day of, 2018.

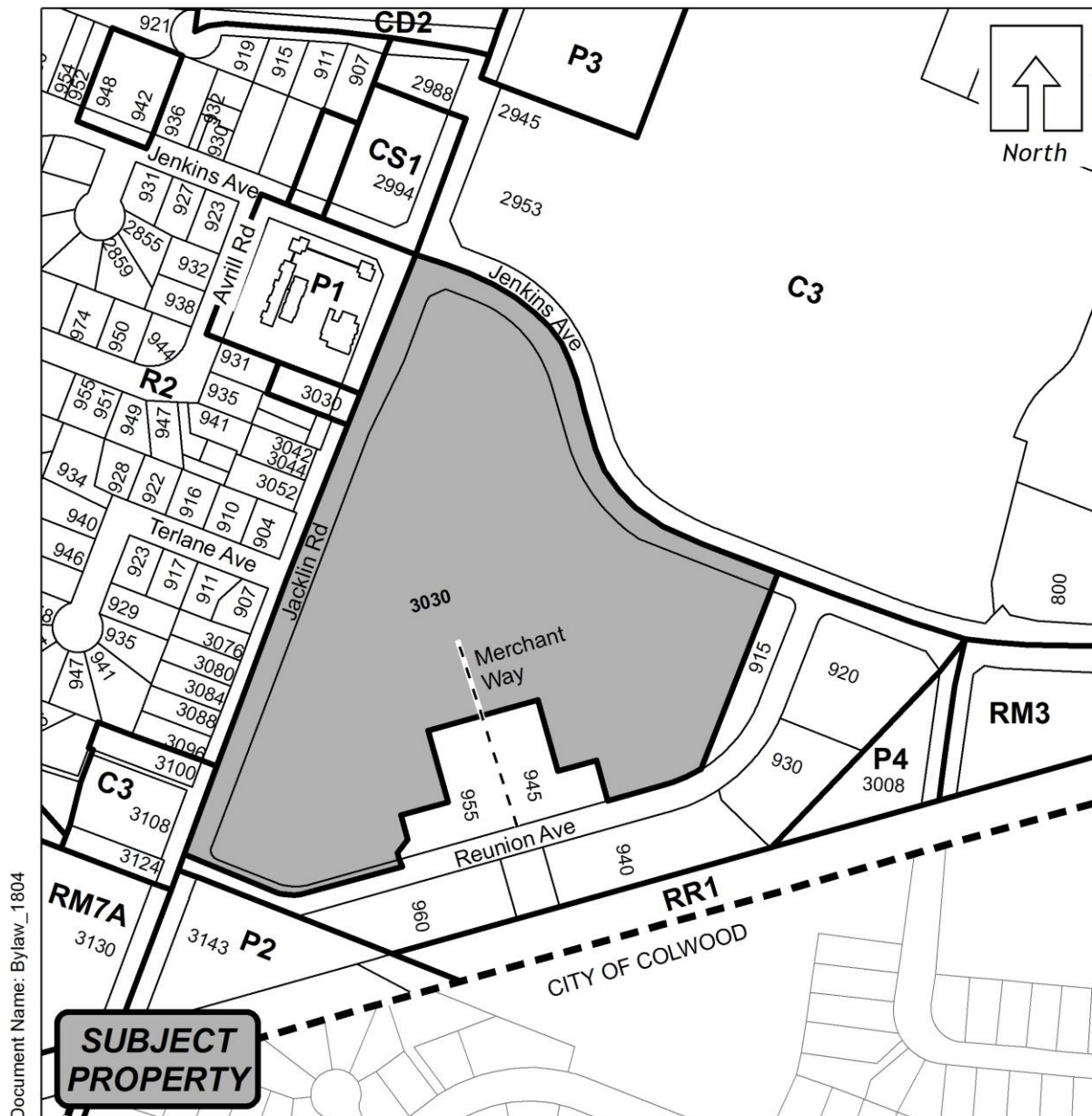
APPROVED BY THE MINISTRY OF TRANSPORTATION THIS DAY OF, 2018.

ADOPTED this of, 2018.

MAYOR

(Certified Correct)
CORPORATE OFFICER

Schedule A



I HEREBY CERTIFY THIS TO BE A TRUE COPY
OF PLAN No. 1 AS DESCRIBED
IN SECTION A1 OF BYLAW No. 1804

MAYOR

ADOPTION: _____

CORPORATE OFFICER

Scale: N.T.S.

Last Revised: 11/16/2018



City of Langford

www.cityoflangford.ca

NOTICE OF PUBLIC HEARING

The City of Langford has received an application to amend Zoning Bylaw No. 300 by means of proposed Bylaw No. 1804. All persons who believe that their interest in property is affected by the proposed Bylaw will be afforded an opportunity to be heard or to present written submissions respecting matters contained in the Bylaw at a Public Hearing. Please be advised that no representations may be received by Council after the close of the Public Hearing and any submissions made to Council, whether orally or in writing, will form part of a public record.

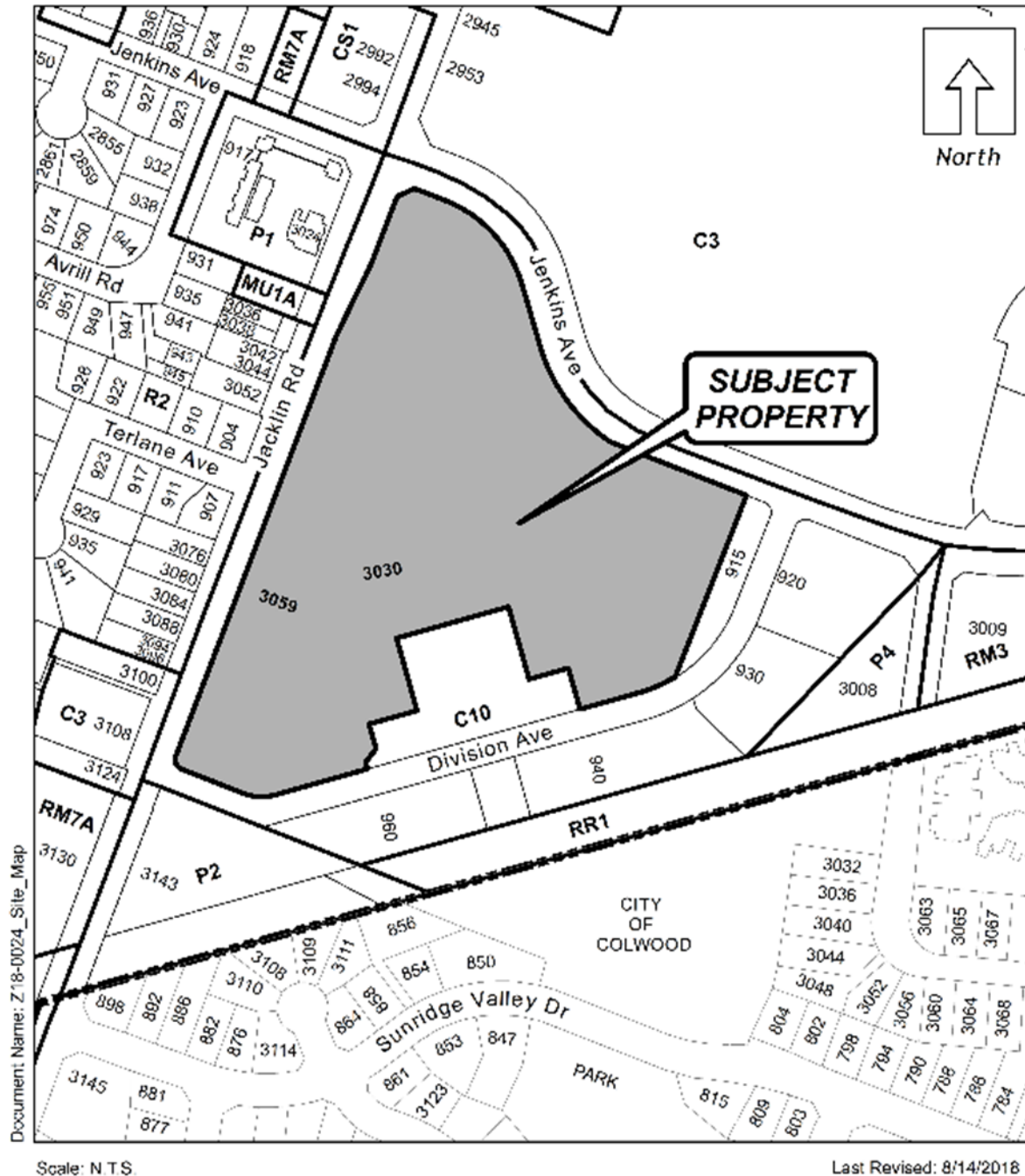
Meeting Date	Monday, 19 November 2018	
Meeting Time	5:30 pm	
Meeting Place	City Hall Council Chambers, Third Floor, 877 Goldstream Avenue	
Subject Property	3030 Merchant Way	
File	Z18-0024	Bylaw Number: 1804
Official Community Plan	Current: Mixed Use Employment Centre	Proposed: No Change
Zoning	Current: C10 (Langford City Centre)	Proposed: Text Amendment to C10 (Langford City Centre) Zone
Proposal	To permit a 100 child group day care.	

COPIES of the complete proposed Bylaw and other material that the Council may consider in relation to the Bylaw may be viewed from 8:30 am to 4:30 pm, Monday to Friday (holidays excluded), from Monday, 5 November 2018 to Monday, 19 November 2018, inclusive, at Langford City Hall, 2nd Floor, 877 Goldstream Avenue, Langford, BC, V9B 2X8. Please contact Julia Buckingham in the Planning Department at 250-478-7882 with any questions on this Bylaw.

Braden Hutchins
Director of Corporate Services

**REZONING BYLAW AMENDMENT
(Z18-0024)**

3059 Jacklin Rd & 3030 Merchant Way



Lest we forget our own duty

We mark Remembrance Day this month, looking back on the past generations who have served during times of war, conflict, and in times of peace, with many having paid the ultimate sacrifice to uphold justice and freedom in our world.

The Cowichan-Malahat-Langford riding is proud to have so many active and retired service personnel call it home. They have my deepest gratitude, and I know all residents will join me in honouring them on Remembrance Day.

As we reflect back, so too do we look forward, to the many veterans and service personnel serving in military operations today and acknowledge the sacred oath they have taken in defence of our country. As a Member of Parliament, I had the honour of being invited to sail with the Royal Canadian Navy aboard HMCS Vancouver last year, and I witnessed first-hand the dedication and professionalism of the men and women who



Alistair MacGregor
MP Report

wear the uniform. I also feel the weight of responsibility for being a part of the Parliament that is regularly called upon to debate and vote upon missions that put these people into harm's way.

But our commemoration and celebration of this bravery is incomplete without a commitment to ensuring veterans and their families are well cared for and receive all the services and support they are entitled to. This means the Department of Veterans Affairs, in its effort to look after those suffering from physical and emotional trauma like PTSD, must provide more effective and supportive case management and work to reduce the longer and

longer wait times.

Those who serve in our armed forces have a duty to our country, but we also have a duty to them – a duty to ensure veterans who face unimaginable circumstances with bravery and courage in times of conflict have the supports they need when they return home. They deserve so much more than just our gratitude and our remembrance.

Veterans have helped shape the history of our country, solidifying our reputation around the world today as a nation that upholds human rights, and stands steadfastly to protect the most vulnerable.

So, as we remember them this month and recite the words: "lest we forget," we must also ensure our government does not forget the duty it has to our veterans. This will be one of the most important ways to show we truly honour them.

Alistair MacGregor is the Member of Parliament for Cowichan-Malahat-Langford.



Christmas lights are starting going up to accompany the clear year-round lights in Langford. The lights will not be plugged in until Nov. 11 to show respect for Remembrance day (Lindsey Horsting/News staff)

Christmas lights go up in Langford

Trees are being trimmed in Langford. Lights are starting to go up to prepare for Christmas, but the coloured lights won't be plugged in until Nov. 11 to show respect for Remembrance Day.

The clear white lights are up year-round, but George Henshall, deputy director of engineering and public works said all the Christmas lights have to be up by Dec. 1.

The City currently has four people working to get Langford lit up.



City of Langford
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NOTICE OF PUBLIC HEARING BEING WAIVED

NOTICE is hereby given that the Council of the City of Langford has, pursuant to Sec. 464(2) of the *Local Government Act*, elected to waive the holding of a public hearing for Bylaw No. 1811; being a proposed Bylaw to amend Zoning Bylaw No. 300 for the City of Langford.

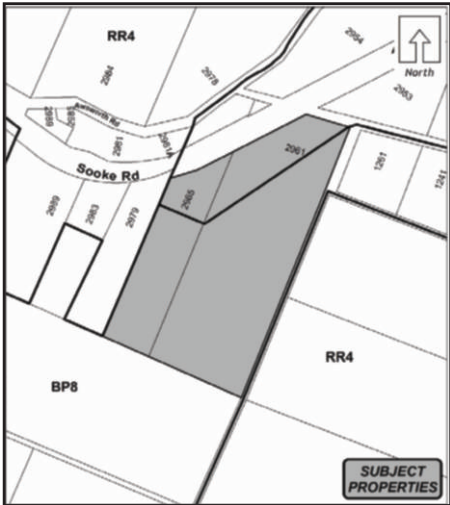
- Proposal:** The purpose of Bylaw No. 1811 is to amend the City of Langford Zoning Bylaw No. 300 by amending the Text of the AG1 (Agricultural 1) Zone to allow a future subdivision.
- Applicant:** Seamus Brennan, Keycorp Consulting Ltd.
- Location:** The land that is the subject of Bylaw No. 1811 is located at 2961 and 2965 Sooke Rd.

Council will be considering Bylaw No. 1811 at the following meeting:

- Date:** Monday, 19 November 2018
- Time:** 5:30 pm
- Location:** 3rd Floor, 877 Goldstream Avenue, Langford BC

COPIES of the complete proposed Bylaw and other material that the Council may consider in relation to the Bylaw may be viewed from 8:30 am to 4:30 pm, Monday to Friday (holidays excluded), from Monday, 5 November 2018 to Monday, 19 November 2018, inclusive, at Langford City Hall, 2nd Floor, 877 Goldstream Avenue, Langford, BC, V9B 2X8. Please contact the Planning Department at 250-478-7882 with any questions on this Bylaw.

Braden Hutchins
Director of Corporate Services



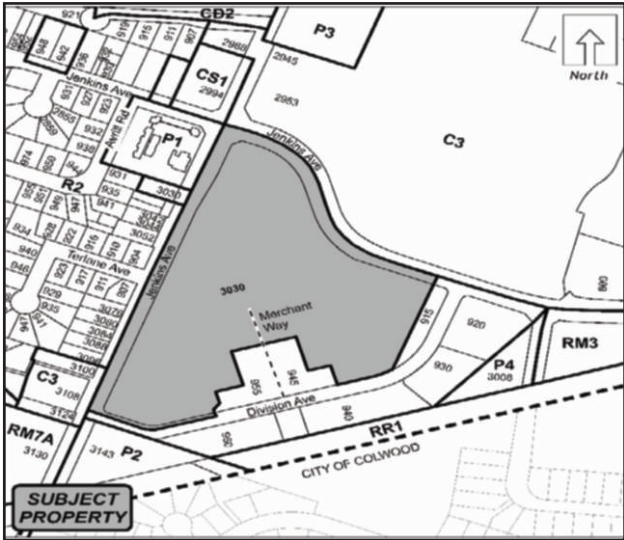
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- Proposal:** The purpose of Bylaw No. 1804 is to amend the City of Langford Zoning Bylaw No. 300 by amending the text of the C10 (Langford City Centre) Zone to allow a 100 child group day care.
- Applicant:** Kevin Pritchard, Crombie REIT
- Location:** The land that is the subject of Bylaw No. 1804 is 3030 Merchant Way as shown shaded on the plan.

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Braden Hutchins,
Director of Corporate Services

West Shore pays tribute during Remembrance Day ceremony

Wolfgang Depner
News Staff

West Shore residents gathered under grey clouds Sunday morning to remembered those who died in the line of duty protecting Canadians and their freedoms, whether on foreign shores or closer to home.

Perhaps the largest celebration and most symbolic ceremony happened in Langford, where members of the Canadian Armed Forces, the Royal Canadian Mounted Police, and Cadets Canada each guarded one corner of the Cenopath's marbled platform.

This quartet of guardians consisted out of two men and two women in a symbolic show of shared sacrifice. Each member of this quartet placed their hands on a mod-

ern rifle with its muzzle resting on their respective left boot as they guarded their corner, with their backs facing away from each and their heads bowed in solemn silence towards the several hundred people surrounding the structure, whose architectural elements pay tribute to Canadian war memorial standing at the site of Canada's most famous victory of the First World War, Vimy Ridge, inclusive a local version of *Canada Bereft*, the statue of a grieving woman representing Mother Canada.

A young man estimated to be in 20s, if not younger, only heightened this sense by wearing a Canadian uniform from the First World War, as well as a mustache typical of the era's officer class, standing next to the statue and in between the

two marbled columns rising into the cold sky.

But if the staging Sunday's ceremony signalled the sacrifices of Canadians on foreign shores both before and after the First World War, other elements evoked more recent losses. They included the Red Serge of the RCMP, a symbolic nod to 32-year-old Sarah Cst. Beckett, whom Kenneth Fenton killed in April 2016, when his pick up truck struck the marked police car that the married mother of two children was driving at the time, while on duty.

Premier John Horgan, who represents the West Shore riding of Langford-Juan de Fuca, paid special tribute to Beckett, during a special ceremony at the Langford Legion.

wolfgang.depner@saanichnews.com



Hundreds attended the Remembrance Day ceremony at Langford that also paid tribute to Cst. Sarah Beckett. (James MacKenzie/Black Press)



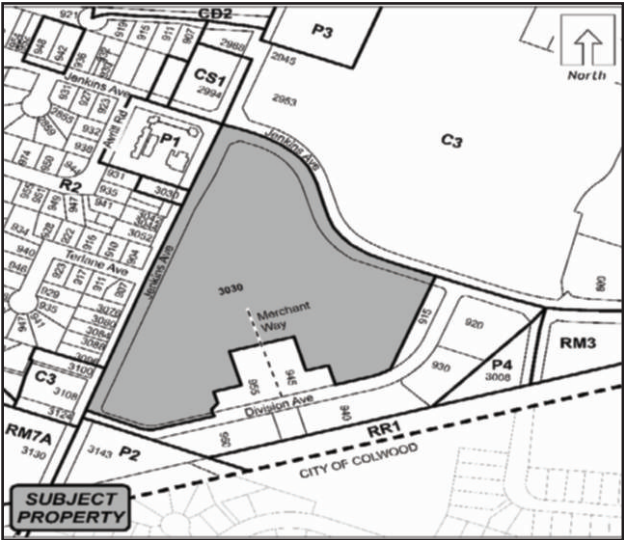
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- Location:** The land that is the subject of Bylaw No. 1804 is 3030 Merchant Way as shown shaded on the plan.

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Braden Hutchins,
Director of Corporate Services



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- Applicant:** Seamus Brennan, Keycorp Consulting Ltd.
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Time: 5:30 pm

Location: 3rd Floor, 877 Goldstream Avenue, Langford BC

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Braden Hutchins
Director of Corporate Services

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- service being extended along the frontage of the subject properties to the satisfaction of the Director of Engineering;
- ii. That the owner agrees to support any future petition to extend a Public Water Service system to the subject properties;
 - iii. That installation of any on-site plumbing necessary to allow a Public Water Service system to be connected to each building in accordance with the *BC Building Code* and/or Subdivision and Servicing Bylaw No. 1000, is completed as part of the works and services installed on the subject properties;
 - iv. That the owner prove that a well water supply for potable water is available and the proposed development meets the requirements of the City's Subdivision and Development Servicing Bylaw No. 1000 in respect of domestic water supply to the satisfaction of the Director of Engineering prior to subdivision approval;
 - v. That the owner demonstrate that the water wells to be used on site will not adversely affect the water supply available to the wells on surrounding properties prior to each subdivision of lands to the satisfaction of the Approving Officer;
 - vi. That each new building install a fire sprinkler system in accordance with the applicable NFPA standard, Building Bylaw No. 1160, and the current *BC Building Code* to the satisfaction of the Chief Building Inspector;
 - vii. That a fire protection strategy be approved prior to each subdivision of the land to the satisfaction of the Fire Chief and Director of Engineering and be installed prior to the issuance of any Building Permits, including backup generators for any necessary pump systems;
 - viii. That prior to issuance of each building permit the applicant provide a Fire Underwriters Survey or an approved alternative demonstrating the required fire flows are available to the satisfaction of the Langford Fire Chief; and
 - ix. That the variance for water requirements, Section 8.1, is permitted to create up to 10 new lots not including the 7 existing lots and is valid for a maximum of 10 years from the date of issuance. No further subdivision approvals or building permits will be issued after this date unless an adequate City or CRD Water service is available;

AND

That Section 9.2 of Subdivision and Development Servicing Bylaw No. 1000 be varied to allow subdivision without installing underground electrical and telecommunication.

CARRIED.

6. REPORTS

- a) **Bylaw No. 1804 - Application to amend the text of the C10 zone at 3030 Merchant Way (3059 Jacklin Road) to allow for a 100 child group day care.**
 - **Staff Report (Planning)**

MOVED BY: COUNCILLOR WADE
SECONDED: COUNCILLOR SIFERT

That Council give First Reading to Bylaw No. 1804 to amend the text of the C10 zone to allow for a 100 child group day care on the property located 3030 Merchant Way (3059 Jacklin Road).

CARRIED.

- b) Bylaw No. 1805 - Application to Rezone 1064 Goldstream Avenue from CS1 (Service Commercial) to MU1A (Mixed Use Residential Commercial A) to allow a future development of an apartment building**
- **Staff Report (Planning)**

MOVED BY: COUNCILLOR WADE
SECONDED: COUNCILLOR SZPAK

That Council:

1. Give 1st reading to the attached Bylaw No. 1805 to amend the zoning designation of the property located at 1064 Goldstream Road from CS1 (Service Commercial) to MU1A (Mixed Use Residential Commercial A) subject to the following terms and conditions:
 - a) That the owner agrees to provide, **as a bonus for increased density**, the following contributions per unit, prior to issuance of a building permit:
 - i. \$2,850 towards the General Amenity Reserve Fund, with a 50% reduction for the units on the 5th and 6th storey, and a 75% reduction for the units on the 7th storey;
 - ii. \$750 towards the Affordable Housing Reserve Fund;
 - b) That the owner agrees to provide, **as a bonus for increased density**, the following contributions per required parking stall that is not provided, prior to issuance of a building permit:
 - i. \$7,500 towards the General Amenity Fund for Transportation Demand Management.
 - c) That the applicant provide, **prior to Public Hearing**, the following:
 - i. A technical memo from a qualified engineer that verifies storm water can be adequately managed onsite, to the satisfaction of the Director of Engineering.
 - d) That the applicant provide, **prior to Bylaw adoption**, the following:
 - i. Road dedication along the frontage to the satisfaction of the Director of Engineering.
 - e) That the applicant provides, **prior to Bylaw Adoption**, a Section 219 covenant, registered in priority of all other charges on title, that agrees to the following:
 - i. That all frontage improvements to Bylaw 1000 standards are provided to the satisfaction of the Director of Engineering, which includes an operational 3-lane cross-section;
 - ii. That all boulevard improvements to Bylaw 1000 standards are provided to the satisfaction of the Manager of Parks;

b) BYLAW NO. 1799

**"Tax Exemption Non-Profit Affordable Housing Bylaw No. 1799, 2018".
(ADOPTION)**

MOVED BY: COUNCILLOR SAHLSTROM
SECONDED: COUNCILLOR SIFERT

That Council adopt Bylaw No. 1799.

CARRIED.

c) BYLAW NO. 1804

**"Langford Zoning Bylaw, Amendment No. 545, (3030 Merchant Way), 2018".
(FIRST READING)**

MOVED BY: COUNCILLOR WADE
SECONDED: COUNCILLOR SIFERT

That Council give Bylaw No. 1804 First Reading.

CARRIED.

d) BYLAW NO. 1805

**"Langford Zoning Bylaw, Amendment No. 546, (1064 Goldstream Avenue), 2018".
(FIRST READING)**

MOVED BY: COUNCILLOR WADE
SECONDED: COUNCILLOR SIFERT

That Council give Bylaw No. 1805 First Reading.

CARRIED.

e) BYLAW NO. 1806

**"Langford Zoning Bylaw, Amendment No. 547, (2960 Sooke Road and PID No. 005-723-388), 2018".
(FIRST READING)**

MOVED BY: COUNCILLOR WADE
SECONDED: COUNCILLOR SIFERT

That Council give Bylaw No. 1806 First Reading.

CARRIED.



Staff Report to Council

Date: September 17, 2018

Department: Planning

Application No.: Z18-0024

Subject: Bylaw No. 1804 - Application to amend the text of the C10 zone at 3030 Merchant Way (3059 Jacklin Road) to allow for a 100 child group day care.

PURPOSE

Kevin Pritchard of Crombie REIT has applied on behalf of Jacklin Property Limited to amend the text of the C10 (Langford City Centre) at 3030 Merchant Way (3059 Jacklin Road) to allow for a 100 child group day care.

BACKGROUND

PREVIOUS APPLICATIONS

Z14-0002 – In 2014, Wensley Architecture applied on behalf of School District No. 62 to rezone the former Belmont High School property of 3067 and 3139 Jacklin Road from the P2 (Community Institutional) Zone to a new C10 (Langford City Centre) Zone to allow a new mixed-use residential commercial development. Construction has now began on the first phase of commercially leasable space as well as some multi-family housing.

DP16-0030 – Original form and Character development permit for Belmont Market encompassing development of the entire site (excluding Belmont Residences).

DP18-0017 and DP18-0031 – Amendments to DP16-0030 to accommodate design changes for specific buildings as tenants have been secured to meet tenant needs. It is anticipated that many more amendments will be needed in the future as more tenants are secured and each new building is constructed.

DP18-0039 – Active application to further amend DP16-0030 to accommodate the 100 child day care should this text-amendment be approved.

Table 1: Site Data

<i>Applicant</i>	Kevin Pritchard, Crombie REIT
<i>Owner</i>	Jacklin Property Limited
<i>Civic Address</i>	3030 Merchant Way
<i>Legal Description</i>	LOT 1 SECTION 75 ESQUIMALT DISTRICT PLAN EPP75724 (parent parcel – 3059 Jacklin)
<i>Size of Property</i>	60,422m2 (parent parcel – 3059 Jacklin)
<i>DP Areas</i>	none
<i>Zoning Designation</i>	C10 (Langford City Centre)
<i>OCP Designation</i>	Mixed Use Employment Centre

SITE AND SURROUNDING AREA

The subject property is located east of Jacklin Road and north of the Galloping Goose Trail, which is adjacent to the municipal boundary separating the City of Langford from the City of Colwood. The lot has been cleared and prepped for development with multiple buildings currently under construction. The address of the building will be 3030 Merchant Way, which will be sitting on the parcel addressed as 3059 Jacklin Road as each building on site is not being subdivided.

Table 2: Surrounding Land Uses

	Zoning	Use
<i>North</i>	C3 (District Commercial)	West Shore Town Centre mall
<i>East</i>	P4 (Park and Open Space) RM3 (Apartment)	Vacant open space area Apartment building
<i>South</i>	City of Colwood	One-family residential
<i>West</i>	R2 (One- and Two-Family Residential) C3 (District Commercial)	One-family and two-family residences Small one-storey commercial complex

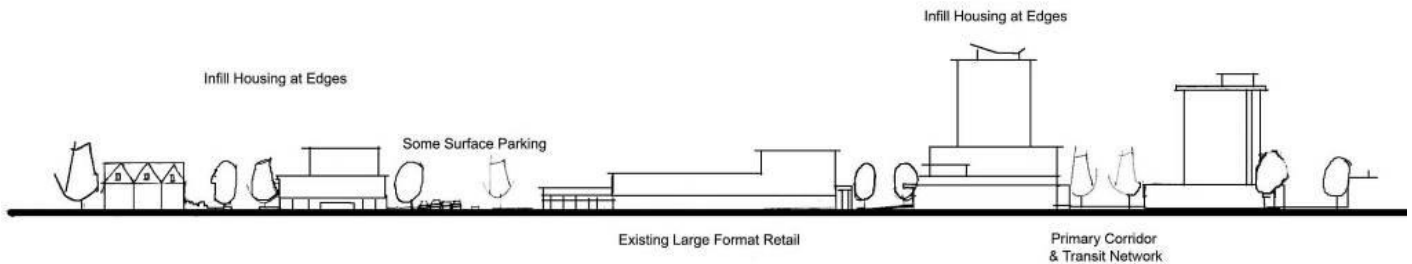
COMMENTS

OFFICIAL COMMUNITY PLAN

The subject property is designated as Mixed-Use Employment Centre in accordance with the Official Community Plan Bylaw No. 1200. This designation defines as:

- *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*
- *Centre is an inter-city and/or inter-regional transit hub that connects residents and employees*

A Concept for a Mixed-Use Employment Centre



This application is in line with the Official Community Plan as it will provide much needed day care spaces to both families living at Belmont Residences and the surrounding area, as well as to the many people who will be employed at the various businesses located at Belmont Market.

DEVELOPMENT PERMIT AREAS

A form and character development permit is required for the site. While a development permit and multiple amendments have already been issued, the specific building that the day care would be located in (if approved) will need to be changed slightly from its original design. This is because the applicants had to complete a design before knowing who the tenants would be. The general design theme will remain the same, but the day care will require outdoor space for the children to play in which was not previously accounted for in the original design. There are no environmental or hazardous Development Permit areas located where this building is intended to be situated.

COMMENTS

DEVELOPMENT PROPOSAL

The C10 zone already allows for group day cares as a permitted use, but Section 3.26.02(5) of the Zoning Bylaw only allows for a maximum of 36 children without a text amendment. Therefore this rezoning is to allow for an increase in children from the current maximum of 36 to 100. The applicants will still be required to meet all licensing requirements for Island Health which include providing an adequate amount of indoor and outdoor play spaces, among other requirements.

In order to create adequate outdoor space, the proposed plan would result in a loss of 3 parking spaces that were included in the original development permit (DP16-0030). This loss of parking will be insignificant as that development permit provided a surplus of 143 parking stalls. If this text amendment is adopted, there will still be a surplus of 140 parking spaces on site.

The day care is proposed to take up about two thirds of the building it will be located in, with an office still planned to be next door as per the original plan.

As mentioned previously, a DP amendment will be required if this text amendment is approved.

The Ministry of Transportation and Infrastructure has reviewed the proposal and has noted that they have no concerns.

FINANCIAL CONTRIBUTIONS

Open space contributions and all other development cost charges were determined as part of Z14-0002 and are still applicable.

Rezoning the subject property to permit an increased amount of children in a day care may increase the assessed value of the property, and this may increase municipal revenue. The building will be connected to municipal sewers, and the applicant will complete frontage improvements as part of Z14-0002 so the direct capital costs to the municipality will be negligible.

OPTIONS

Option 1

That Council:

1. Give First Reading to Bylaw No. 1804 to amend the text of the C10 zone to allow for a 100 child group day care on the property located 3030 Merchant Way (3059 Jacklin Road).

OR Option 2

1. Take no action at this time with respect to Bylaw No. 1804

Submitted by:	Julia Buckingham, Planner I
Concurrence:	Matthew Baldwin, MCIP, RPP, Director of Planning
Concurrence:	Chris Aubrey, Fire Chief
Concurrence:	Michelle Mahovich, P.Eng, P.Geo, Director of Engineering
Concurrence:	Leah Stohmann, MCIP, RPP, Deputy Director of Planning
Concurrence:	Michael Dillabaugh, CPA, CA, Director of Finance
Concurrence:	Braden Hutchins, Director of Corporate Services
Concurrence:	Darren Kiedyk, Chief Administrative Officer

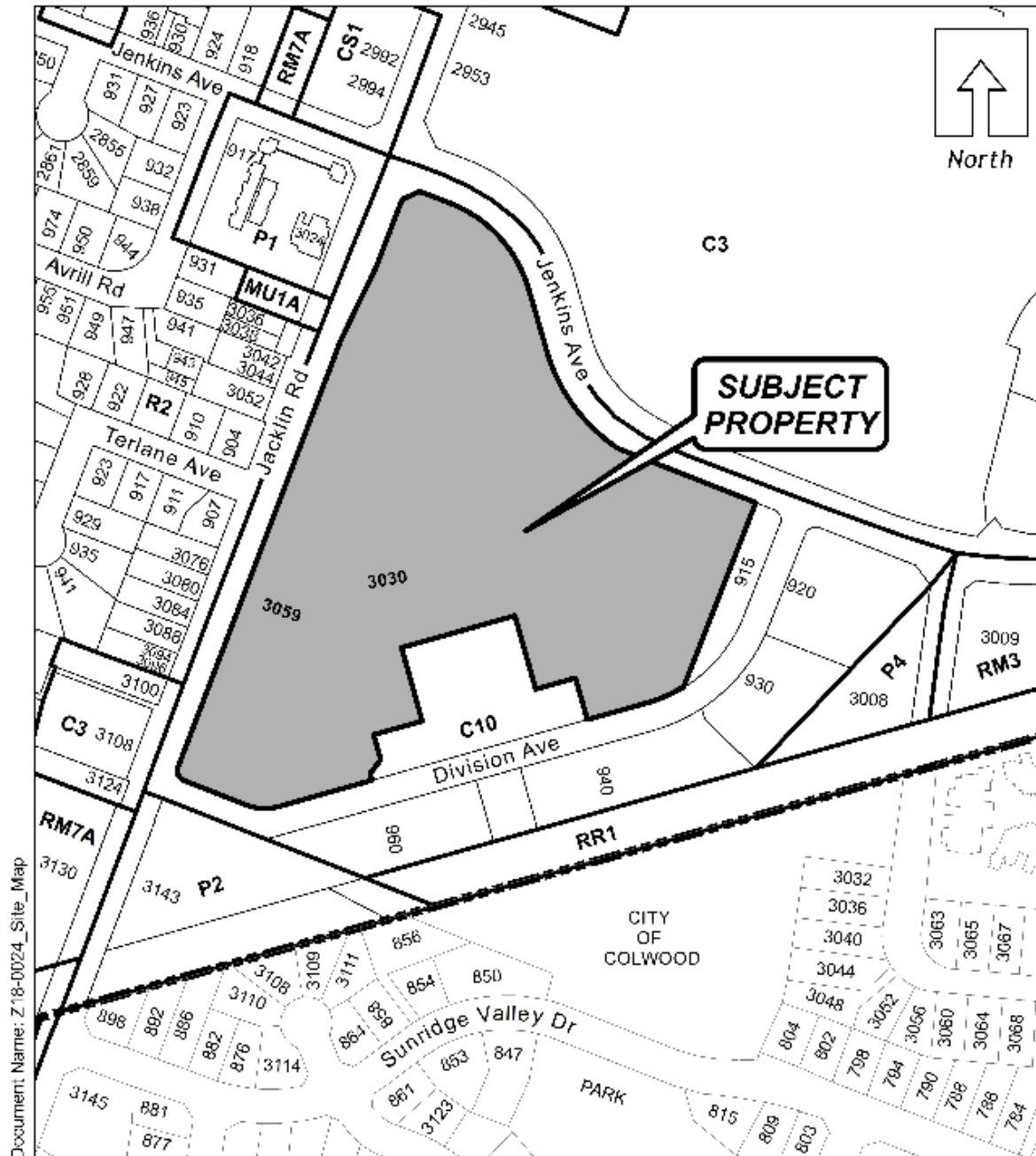
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Appendix A



Appendix B

**REZONING BYLAW AMENDMENT
(Z18-0024)
3059 Jacklin Rd & 3030 Merchant Way**

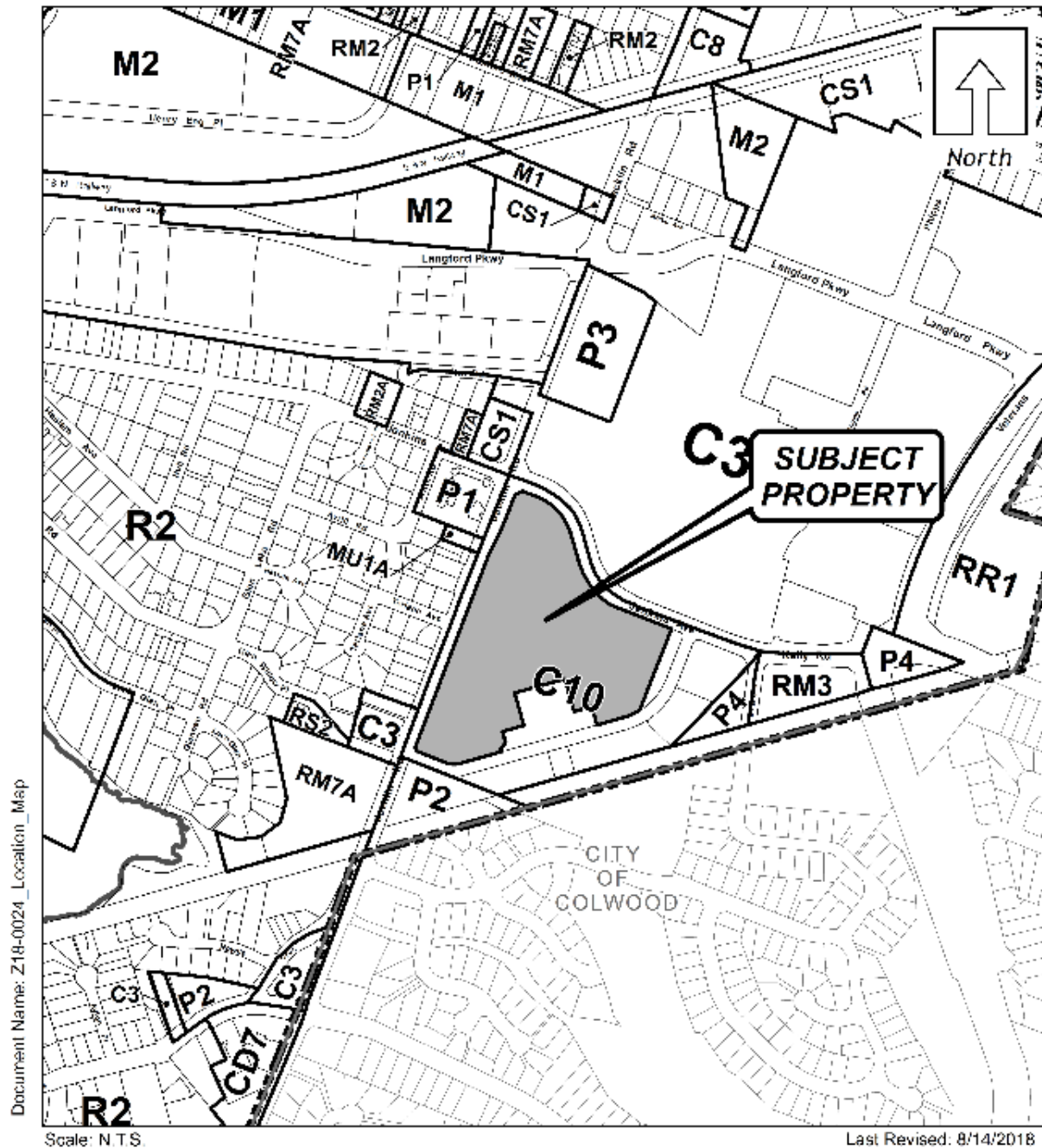


Scale: N.T.S.

Last Revised: 8/14/2018

Appendix C

**REZONING BYLAW AMENDMENT
(Z18-0024)
3059 Jacklin Rd & 3030 Merchant Way**



PUBLIC HEARING
Monday, 19 November 2018

Bylaw No. 1805
File No. Z18-0025

A Bylaw to Rezone 1064 Goldstream Ave from the CS1 (Service Commercial) Zone to the MU1A (Mixed Use Residential Commercial A) Zone to allow for the future development of approximately a 119-unit apartment building.

CITY OF LANGFORD BYLAW NO. 1805

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

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

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

1. By deleting from the CS1 (Service Commercial) Zone and adding to MU1A (Mixed Use Residential Commercial A) Zone the properties legally described as PARCEL A (DD 300197I) OF LOT A, SECTION 99, ESQUIMALT DISTRICT PLAN 13266, PID No. 000-024-503 (1064 Goldstream Avenue) in the portions as shown shaded on Plan No. 1 attached to and forming part of this Bylaw.
2. By adding the following to Table 1 of Schedule AD:

Zone	Bylaw No.	Legal Description	Amenity Contributions	Eligible for Reduction in Section 2 of Schedule AD (Column 5)
MU1A	1805	PARCEL A (DD 300197I) OF LOT A, SECTION 99, ESQUIMALT DISTRICT PLAN 13266, PID No. 000-024-503	a) \$2,850 per new unit created on the 1 st to 4th storeys of the building towards the General Amenity Reserve Fund; and b) \$1,425 per new unit created on the 5 th and 6th storeys of the building towards the General Amenity Reserve Fund; and c) \$712.50 per new unit created on the 7 th storey of the building towards the General Amenity Reserve Fund; and d) \$750 per new unit created towards the Affordable Housing Reserve Fund;	No

B. This Bylaw may be cited for all purposes as “Langford Zoning Bylaw, Amendment No. 546, (1064 Goldstream Avenue), 2018”.

READ A FIRST TIME this 17^h day of September, 2018.

PUBLIC HEARING held this day of, 2018.

READ A SECOND TIME this day of, 2018.

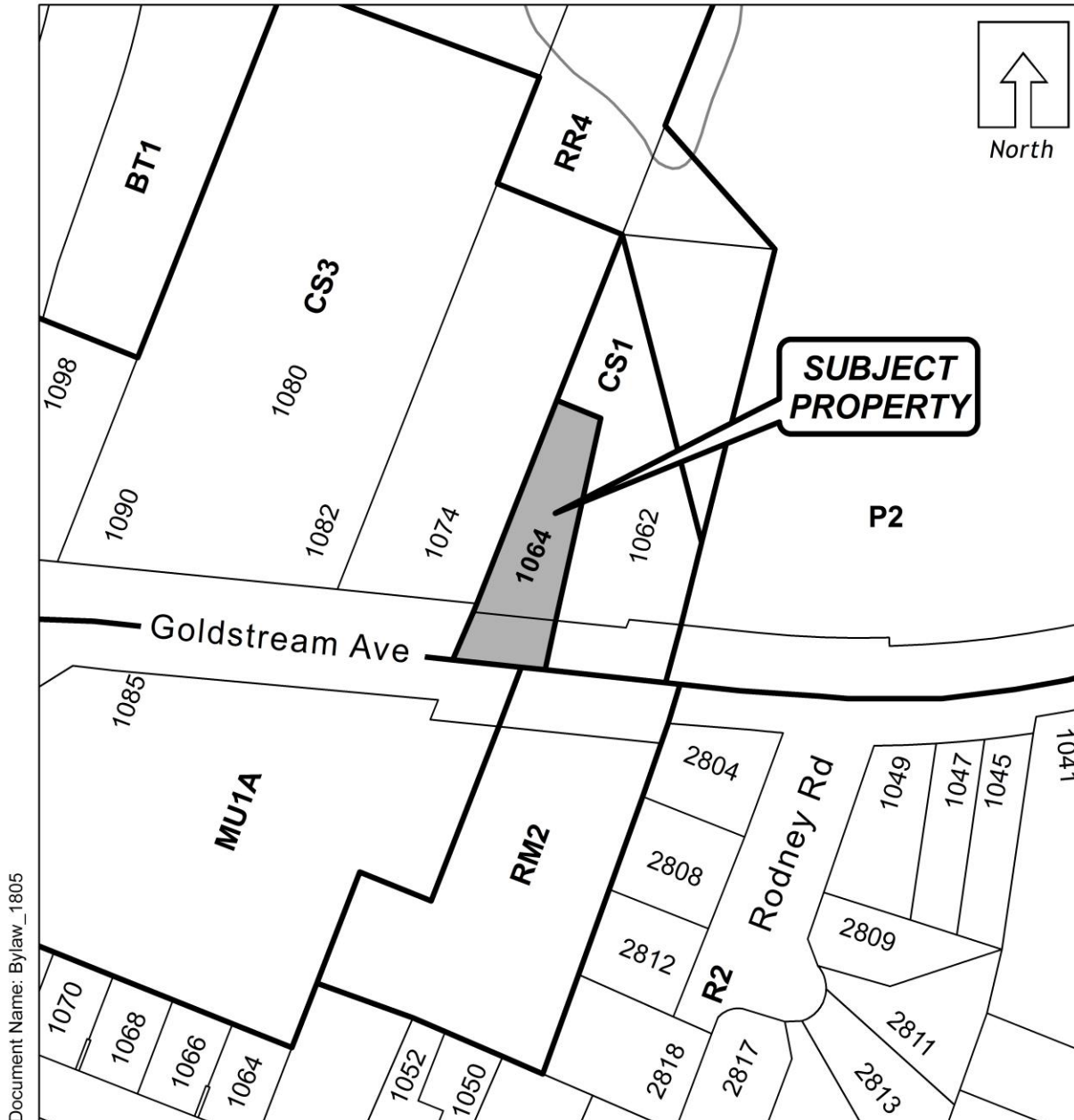
READ A THIRD TIME this day of, 2018.

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

ADOPTED this of, 2018.

MAYOR

(Certified Correct)
CORPORATE OFFICER

Schedule A

I HEREBY CERTIFY THIS TO BE A TRUE COPY
 OF PLAN No. 1 AS DESCRIBED
 IN SECTION A1 OF BYLAW No. 1805

 MAYOR

ADOPTION: _____

 CORPORATE OFFICER

Scale: N.T.S.

Last Revised: 9/12/2018



NOTICE OF PUBLIC HEARING

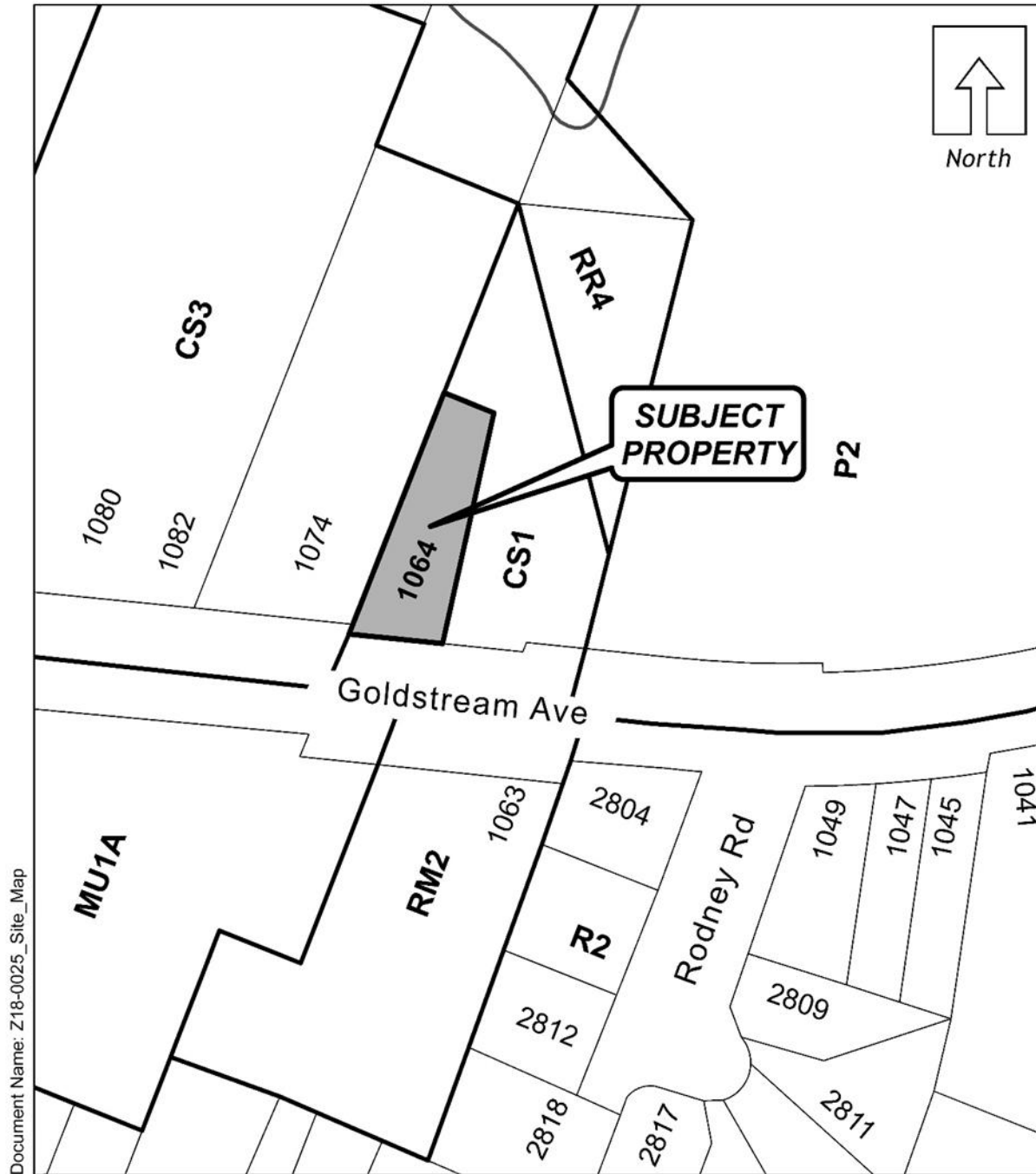
The City of Langford has received an application to amend Zoning Bylaw No. 300 by means of proposed Bylaw No. 1805. All persons who believe that their interest in property is affected by the proposed Bylaw will be afforded an opportunity to be heard or to present written submissions respecting matters contained in the Bylaw at a Public Hearing. Please be advised that no representations may be received by Council after the close of the Public Hearing and any submissions made to Council, whether orally or in writing, will form part of a public record.

Meeting Date	Monday, 19 November 2018	
Meeting Time	5:30 pm	
Meeting Place	City Hall Council Chambers, Third Floor, 877 Goldstream Avenue	
Subject Property	1064 Goldstream Ave	
File	Z18-0025	Bylaw Number: 1805
Official Community Plan	Current: City Centre	Proposed: No Change
Zoning	Current: CS1 (Service Commercial)	Proposed: MU1A (Mixed Use Residential Commercial A)
Proposal	To allow for the future development of a 119-unit apartment building on the consolidated properties of 1062 and 1064 Goldstream Avenue.	

COPIES of the complete proposed Bylaw and other material that the Council may consider in relation to the Bylaw may be viewed from 8:30 am to 4:30 pm, Monday to Friday (holidays excluded), from Monday, 5 November 2018 to Monday, 19 November 2018, inclusive, at Langford City Hall, 2nd Floor, 877 Goldstream Avenue, Langford, BC, V9B 2X8. Please contact Robert Dykstra in the Planning Department at 250-478-7882 with any questions on this Bylaw.

Braden Hutchins
Director of Corporate Services

REZONING BYLAW AMENDMENT
(Z18-0025)
1064 Goldstream



Document Name: Z18-0025_Site_Map

Scale: N.T.S.

Last Revised: 9/12/2018

Columnist shares views with West Shore

Welcome to my nightmares.

Buckle up, folks, this could be a bumpy ride.

After three years with the *Sooke News Mirror*, the powers that be have lured my column to the *Goldstream News Gazette*. Following months of protracted but painless negotiations, publisher Michelle Cabana and editor Katherine Engqvist have grudgingly agreed that the Rickter Scale will run once a week, rain or whine.

Before you reach for a pen, pencil or crayon in horror or start pounding away on a keyboard in a frothing fit of fury, please be advised that the opinions unfurled in this space in no way reflect

anything associated with *Black Press*.

My history as a reporter at the *Gazette*, on and off again since the turn of the

century, has either provided an insight into the inner pulse of all things West Shorian, or, as some of my regular readers might argue, speaks volumes about the state of journalism in general and community newspapers in particular.

You will get to be the judge as the Rickter Scale attempts to find its legs. What has kept me in the game so long is the opportunity to share stories about the people who make this neck of the landscape such an intriguing area to cover. One of the aims of this space

is to include a ramble on what makes this area such a special place to live or ply your trade, based on the leads you fire our way.

Topics may range from a playful poke at the bride to my passion for sports, the blues or the occasional dump on Trump – basically, whatever moves me enough to cobble something together that’s at least worth the time you invest in reading it.

Cooking up an open-ended spread of topics is like putting together a menu with an endless variety of choices. You may not have a taste for everything I serve, but there should be something tasty enough to chew on to keep irregular diners coming back for seconds.

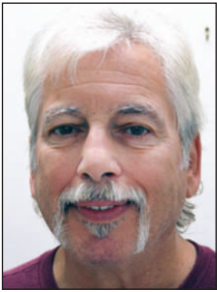
I’ve had the good fortune of working with a great string of editors who knew how to reel me in when my lines tangled, and I look forward to

hearing your opinions on what you like or loathe. Feedback has ranged from “you suck” and “there’s five minutes of my life I’ll never get back” to the odd backhanded compliment. My son, Chris – I won’t use his last name to protect his identity – lists “there was absolutely nothing of any redeeming value in Rick Stiebel’s column” as his favourite first line in a recent letter to the editor.

If I had to describe my style on most things mainstream, it would be left leaning, with enough redneck mixed in to balance my proclivity for pinko-tainted prose. Add a liberal love of alliteration to the pallet and fasten your seat belts. Hope you enjoy the journey.

(Don’t forget to send your letters to editor@goldstreamgazette.com)

Rick Stiebel is a semi-retired local journalist.



Rick Stiebel
The Rickter Scale

Cannabis allowed in campgrounds

Nicole Crescenzi
News Staff

Sleeping bag? Check. Camp stove? Check. Marijuana? Check.

Parks Canada announced that cannabis will be allowed at national parks and campgrounds across the country, with the caveat that provincial, territorial and municipal cannabis legislation will apply.

In B.C., cannabis consumption will be allowed in public-use areas, including day-use areas, as well as registered campsites, backcountry areas and trails. It will not be allowed within six metres of playgrounds and buildings, or in campground common areas such as kitchens, washrooms, trails or roads.

As far as any concerns for wildlife and nature, Parks Canada said standard rules apply.

“Visitor and wildlife safety is a top priority for Parks Canada. Parks Canada is focusing on com-

munications, compliance, and enforcement to ensure wildlife in the park do not become food conditioned. We need the support of all our visitors, including consumers of cannabis, to ensure that wildlife attractants and human food do not get to wildlife,” Stephanie McGlashan, media relations officer for Parks Canada said in an email.

“Parks Canada is asking all park users to practice safe camping and picnicking practices, obey the camping and other national park’s regulations including keeping your dog on leash, keep food and garbage secure at all times, and also to report wildlife sightings immediately.”

While clarification was not provided as to whether cannabis should be treated with the same security as food, it might not be a bad idea to keep cannabis in a secure place from bears or other wildlife for people who decide to smoke and camp.

nicole.crescenzi@vicnews.com



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NOTICE OF PUBLIC HEARING

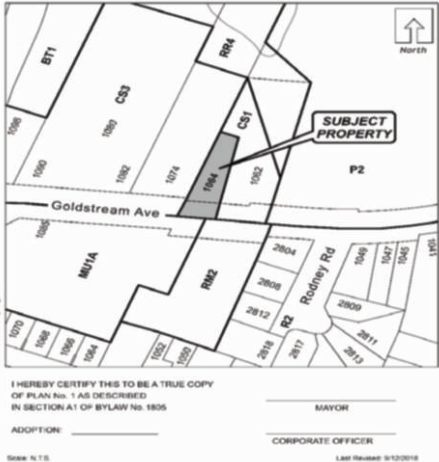
The City of Langford has received an application to amend Zoning Bylaw No. 300 by means of proposed Bylaw No. 1805. All persons who believe that their interest in property is affected by the proposed Bylaw will be afforded an opportunity to be heard or to present written submissions respecting matters contained in the Bylaw at a Public Hearing to be held in **the CITY OF LANGFORD COUNCIL CHAMBERS, Third Floor, 877 Goldstream Avenue, Langford, BC, on Monday, 19 November 2018, at 5:30 pm.** Please be advised that no representations may be received by Council after the close of the Public Hearing and any submissions made to Council, whether orally or in writing, will form part of a public record.

Proposal: The purpose of Bylaw No. 1805 is to amend the City of Langford Zoning Bylaw No. 300 by amending the zoning designation of the land that is the subject of Bylaw No. 1805 from CS1 (Service Commercial) Zone and adding to the MU1A (Mixed Use Residential Commercial A) Zone to allow a future development of a 119-unit apartment building on the consolidated lots of 1062 and 1064 Goldstream Avenue.

Applicant: Ironclad Developments Inc.

Location: The land that is the subject of Bylaw No. 1805 is 1064 Goldstream Ave. as shown shaded on the plan.

COPIES of the complete proposed Bylaw and other material that the Council may consider in relation to the Bylaw may be viewed from 8:30 am to 4:30 pm, Monday to Friday (holidays excluded), from Monday, 5 November 2018 to Monday, 19 November 2018, inclusive, at Langford City Hall, 2nd Floor, 877 Goldstream Avenue, Langford, BC, V9B 2X8. Please contact Robert Dykstra in the Planning Department at 250-478-7882 with any questions on this Bylaw.



Braden Hutchins
Director of Corporate Services



City of Langford
www.cityoflangford.ca

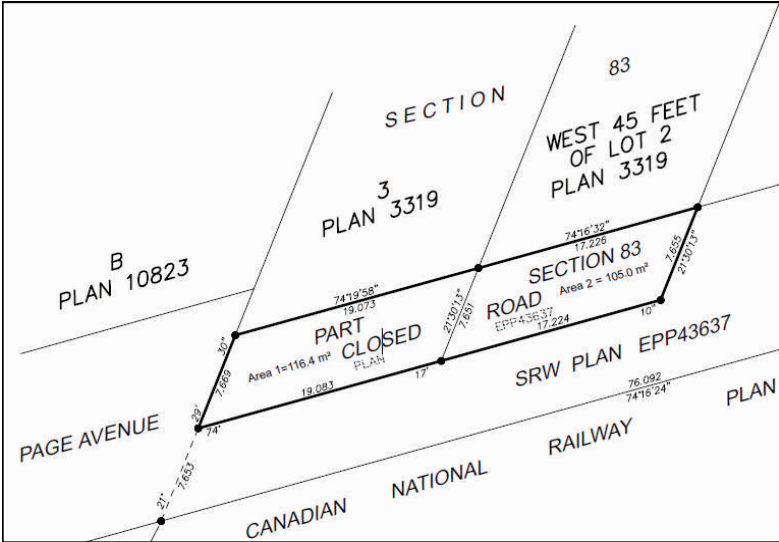
NOTICE OF ROAD CLOSURE AND DISPOSITION

The City of Langford hereby gives public notice of its intention to close a portion of road, shown in heavy outline in Schedule A below, known as Page Avenue, which was dedicated as highway by Plan EPP43637.

The 221m² (2,380 ft²) portion of Page Avenue intended to be closed to traffic and removed as highway dedication will be considered by the Council of the City of Langford at its regular meeting at City Hall, 3rd Floor, 877 Goldstream Avenue on Monday, November 19, 2018 at 5:30pm. Persons who consider they are affected by the Bylaw will be provided an opportunity to make representations to Council at the meeting, or by delivering a written submission to the Corporate Officer by 4:00 pm on that date.

The City of Langford intends to transfer one portion of the closed road to Louis Smith and the other portion to Lloyd and Andrea Matthews, owners of the adjoining properties at 942 and 948 Page Avenue for \$35,000 and \$38,000 respectively.

Schedule A



Darren Kiedyk
Chief Administrative Officer

What cures you can also kill you CRD issues warning tickets to rule-breaking cyclists

Although I've been watching way too much CNN since Trump was elected, you can relax if you think this is going to turn into a Rickter rant about the state of U.S. politics.

The topic today concerns that other elephant in the room, the pink one with white stripes you may see as one of the 47 side effects of Elefobiphix, a new drug for people who have a fear of being confined in close quarters with a pachyderm.

It seems every time you turn on your television, there's a pitch for a new drug you didn't realize you needed, designed to cure an ailment you didn't know you had.

If you think most of these

commercials run during the day because they are targeting seniors like myself, you would be wrong. Based on the appearances of the people appearing in them, it appears that when it comes to carving out new profit margins, the pharmaceutical conglomerates are open to getting every demographic hooked. A personal favourite is a new one that aims to relieve diarrhea and bowel discomfort. One of the long list

of side effects is that it may – hold your breath – cause constipation and bowel discomfort. And, it also should only be taken if you don't suffer from a litany of symptoms or conditions that's as long as the list of ingredients in the drug.

My advice to anyone thinking of getting that prescription filled is to sit down for a chat with your doctor or dietician about finding a more natural approach to calming your innards in an effort to reduce your runs to the bathroom.

Another thing that irks me is the names they come up with, Entresto being my current favourite of the month. I'm sure the thought process for that decision by the marketing magicians dressed in lab coats is that Entrusto sounded too good to be true. Or, more likely, it had already been patented by the competition to pitch a new elixir for people dealing with trust issues.

The scariest part is the warnings they whisper at high speed at the end of the commercial after they spent the first 50 seconds singing the product's praises. Sounds to me like what you may wind up with in some cases is way

worse than what you were dealing with in the first place.

While I'm in favour of medical research and would like to see cures and treatments for serious health problems, it seems like the drug companies are more interested in eliminating the symptoms for a myriad of common ailments that don't rank remotely near the need to cure cancer. Many costly prescriptions sound like they're more aimed at masking the symptoms, as opposed to eliminating whatever's causing the condition.

At the risk of sounding cynical, perhaps the reasoning behind their approach is that there's much more money to be made by prescribing something for the long term that will keep you ticking, rather than coming up with a cure for what sent you to the doctor in the first place.

Rick Stiebel is a semi-retired local journalist.

Shalu Mehta
News Staff

Watch those road signs carefully, cyclists, because rule-breakers could see a ticket in their hands in the near future.

On Thursday, Capital Regional District bylaw officers handed out 40 warning tickets to cyclists on the Galloping Goose Trail and Lochside Trail in Saanich for not stopping at intersections.

Officers were posted at intersections with crosswalks where drivers have complained about bicycles not stopping, said chief bylaw officer Don Brown.

Brown said the crosswalks are for pedestrian use. However, bicycles are considered to be vehicles and cannot be ridden across the crosswalk.

In addition, clearly marked stop signs for bicycles are placed at intersections, warning them to stop for passing vehicular traffic.

"Cyclists just blow right through these stop signs and people are slam-

ming their brakes, putting people in danger of rear-ending the person in front of them," Brown said.

Several verbal warnings had already been made to cyclists, said Brown, and that these warning tickets are the next step. If cyclists continue to ignore the stop signs, real tickets will be issued.

"If we see the same people again there will be penalty tickets," Brown said.

Bylaw officers will be making their way to intersections on these trails again in the near future.

"It's amazing to me there hasn't been a serious accident," Brown said. "You're driving down the road and then all of a sudden, whoosh, a bicycle whizzes right in front of you."

The main thing Brown wants cyclists to know is that the crosswalks are for pedestrians. If cyclists get off their bikes and walk across, then vehicles are obligated to stop, he said.

Otherwise, bicycles have to obey the stop signs that are clearly marked on the trails.



City of Langford
www.cityoflangford.ca

NOTICE OF PUBLIC HEARING

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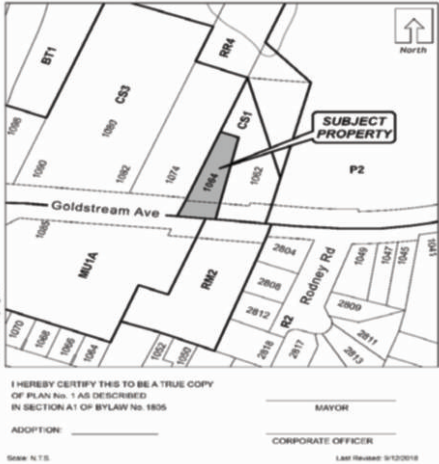
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Applicant: Ironclad Developments Inc.

Location: The land that is the subject of Bylaw No. 1805 is 1064 Goldstream Ave. as shown shaded on the plan.

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Braden Hutchins
Director of Corporate Services



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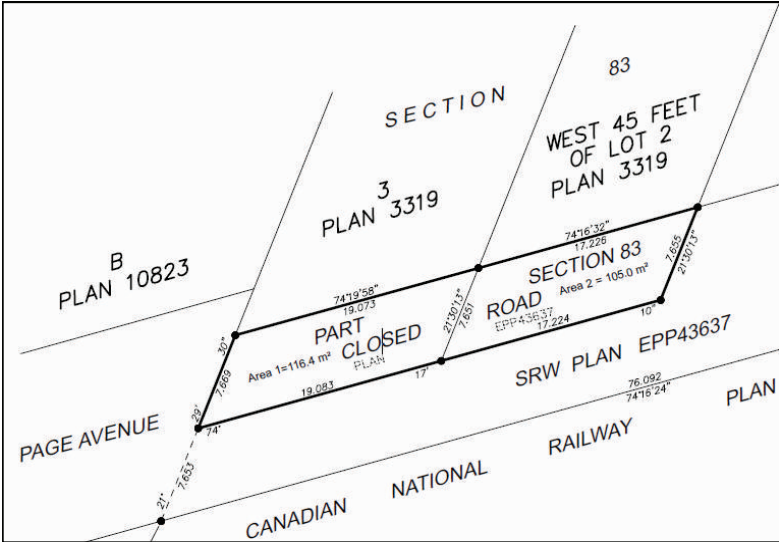
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The City of Langford intends to transfer one portion of the closed road to Louis Smith and the other portion to Lloyd and Andrea Matthews, owners of the adjoining properties at 942 and 948 Page Avenue for \$35,000 and \$38,000 respectively.

Schedule A



Darren Kiedyk
Chief Administrative Officer

CARRIED.

- b) Bylaw No. 1805 - Application to Rezone 1064 Goldstream Avenue from CS1 (Service Commercial) to MU1A (Mixed Use Residential Commercial A) to allow a future development of an apartment building**
- Staff Report (Planning)

MOVED BY: COUNCILLOR WADE
SECONDED: COUNCILLOR SZPAK

That Council:

1. Give 1st reading to the attached Bylaw No. 1805 to amend the zoning designation of the property located at 1064 Goldstream Road from CS1 (Service Commercial) to MU1A (Mixed Use Residential Commercial A) subject to the following terms and conditions:
 - a) That the owner agrees to provide, **as a bonus for increased density**, the following contributions per unit, prior to issuance of a building permit:
 - i. \$2,850 towards the General Amenity Reserve Fund, with a 50% reduction for the units on the 5th and 6th storey, and a 75% reduction for the units on the 7th storey;
 - ii. \$750 towards the Affordable Housing Reserve Fund;
 - b) That the owner agrees to provide, **as a bonus for increased density**, the following contributions per required parking stall that is not provided, prior to issuance of a building permit:
 - i. \$7,500 towards the General Amenity Fund for Transportation Demand Management.
 - c) That the applicant provide, **prior to Public Hearing**, the following:
 - i. A technical memo from a qualified engineer that verifies storm water can be adequately managed onsite, to the satisfaction of the Director of Engineering.
 - d) That the applicant provide, **prior to Bylaw adoption**, the following:
 - i. Road dedication along the frontage to the satisfaction of the Director of Engineering.
 - e) That the applicant provides, **prior to Bylaw Adoption**, a Section 219 covenant, registered in priority of all other charges on title, that agrees to the following:
 - i. That all frontage improvements to Bylaw 1000 standards are provided to the satisfaction of the Director of Engineering, which includes an operational 3-lane cross-section;
 - ii. That all boulevard improvements to Bylaw 1000 standards are provided to the satisfaction of the Manager of Parks;

- iii. That a detailed storm water management plan be provided prior to issuance of a building permit, to the satisfaction of the Director of Engineering, and its operation and maintenance plan be registered on title;
 - iv. That a construction parking management plan be provided to the satisfaction of the Director of Engineering prior to the issuance of a Building Permit.
 - v. That the required parking stalls for this development are allocated for the use by individuals in each unit, as required by Bylaw 300 and designed accordingly, and that parking stalls are not rented out individually.
2. Authorize the Director of Planning to issue the following variances in the Form and Character Development Permit:
- i. Reduce the front yard setback from 2.0m (6.5 ft) to 0.4m (1.3 ft) for the garbage and recycling enclosure;
 - ii. Reduce the rear yard setback from 7.5m (25 ft) to 5.0 (16.5 ft) for the parkade levels and to 4.7m (15.4 ft) for the 2nd to 7th storeys.
 - iii. Reduce the number of off-street parking by a maximum of 6 stalls.

CARRIED.

c) Bylaw No. 1806 - Application to Rezone 2688 and 2690 Sooke Road from Service Commercial (CS1) to Community Town Centre Pedestrian 9 (C9)
- Staff Report (Planning)

MOVED BY: COUNCILLOR WADE
SECONDED: COUNCILLOR SIFERT

That Council:

1. Give 1st reading to the attached Bylaw No. 1806 to amend the zoning designation of the properties located at 2688 and 2690 Sooke Road from Service Commercial (CS1) to Community Town Centre Pedestrian 9 (C9) zone subject to the following terms and conditions:
 - a) That the applicant provides, **as a bonus for increased density**, the following contributions per residential unit, prior to issuance of a building permit:
 - i. \$2,074 towards the General Amenity Reserve Fund, with a 50% reduction for the units on the 5th and 6th storey, and a 75% reduction for the units on the 7th storey;
 - ii. \$750 towards the Affordable Housing Reserve Fund.
 - b) That the applicant provides, **prior to public hearing**, the following:
 - i. A technical memo from an engineer that verifies storm water can be adequately managed for the proposed developments, to the satisfaction of the Director of Engineering.

b) BYLAW NO. 1799

**"Tax Exemption Non-Profit Affordable Housing Bylaw No. 1799, 2018".
(ADOPTION)**

MOVED BY: COUNCILLOR SAHLSTROM
SECONDED: COUNCILLOR SIFERT

That Council adopt Bylaw No. 1799.

CARRIED.

c) BYLAW NO. 1804

**"Langford Zoning Bylaw, Amendment No. 545, (3030 Merchant Way), 2018".
(FIRST READING)**

MOVED BY: COUNCILLOR WADE
SECONDED: COUNCILLOR SIFERT

That Council give Bylaw No. 1804 First Reading.

CARRIED.

d) BYLAW NO. 1805

**"Langford Zoning Bylaw, Amendment No. 546, (1064 Goldstream Avenue), 2018".
(FIRST READING)**

MOVED BY: COUNCILLOR WADE
SECONDED: COUNCILLOR SIFERT

That Council give Bylaw No. 1805 First Reading.

CARRIED.

e) BYLAW NO. 1806

**"Langford Zoning Bylaw, Amendment No. 547, (2960 Sooke Road and PID No. 005-723-388), 2018".
(FIRST READING)**

MOVED BY: COUNCILLOR WADE
SECONDED: COUNCILLOR SIFERT

That Council give Bylaw No. 1806 First Reading.

CARRIED.



Staff Report to Council

Date: September 17, 2018

Department: Planning

Application No.: Z18-0025

Subject: Bylaw No. 1805 - Application to Rezone 1064 Goldstream Avenue from CS1 (Service Commercial) to MU1A (Mixed Use Residential Commercial A) to allow a future development of an apartment building

PURPOSE

Ironclad Developments Inc. has applied on behalf of Lynne Sweet to rezone 1064 Goldstream Avenue from CS1 (Service Commercial) to MU1A (Mixed Use Residential Commercial A). Ironclad plans to consolidate this property with the neighbouring property of 1062 Goldstream, which they own, in order to allow for the future development of a 119-unit apartment building instead of the 102-unit apartment building that was proposed on 1062 Goldstream. The rezoning of 1062 Goldstream (Z18-0014) to MU1A has received third reading.

BACKGROUND

PREVIOUS APPLICATIONS

The City has not received any previous application on the subject property.

Table 1: Site Data

<i>Applicant</i>	Ironclad Development Inc.	
<i>Owner</i>	Lynne Sweet	
<i>Civic Address</i>	1064 Goldstream Avenue	
<i>Legal Description</i>	Lot A (DD 3001971) of Lot A, Section 99, Esquimalt District, Plan 13266	
<i>Size of Property</i>	910m ² (0.2 acres)	
<i>DP Areas</i>	N/A	
<i>Zoning Designation</i>	Existing: CS1 (Service Commercial)	Proposed: MU1A (Mixed Use Residential Commercial A)
<i>OCP Designation</i>	Existing: City Centre	Proposed: City Centre

SITE AND SURROUNDING AREA

The site is situated along the north side of Goldstream Avenue, west of Spencer Middle School. This property is currently used for two single detached residential units. This site is primarily flat and consists of a number of trees and large bushes scattered along the edges.

Properties to the east are currently used for single family residential purposes as well as industrial (Tower Fence). To the north and east is 1062 Goldstream, which this property is to be consolidated with. To the south are townhomes, and at the corner with Leigh Road is a site that is currently under construction for a 165-unit apartment building

Table 2: Surrounding Land Uses

	<i>Zoning</i>	<i>Use</i>
<i>North</i>	CS1 (Service Commercial) (MU1A proposed. At 3 rd reading)	Vacant (proposed apartment)
<i>East</i>	P2 (Community Institutional)	Middle School
<i>South</i>	RM2 (Attached Housing) MU1A (Mixed Use Residential Commercial A)	Townhomes Multi-Family
<i>West</i>	CS3 (Commercial Industrial)	Industrial

Figure 1: Subject Property



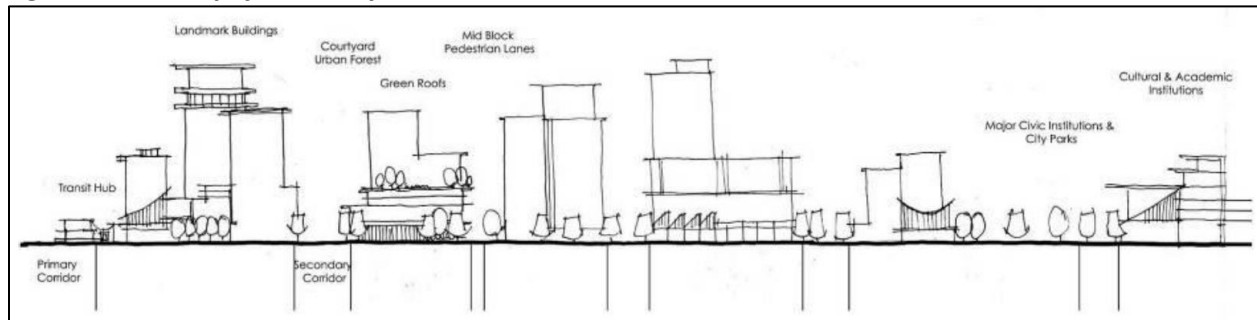
COMMENTS

OFFICIAL COMMUNITY PLAN

The Official Community Plan (OCP) Bylaw No. 1200 designates the subject property as 'City Centre' which is defined by the following text:

- A major regional growth centre that support a wide range of high density housing, including affordable and rental housing
- A major employment area for institutional, office, commercial, light industrial uses
- Major civic uses and public buildings are key landmarks
- A major place of community gathering and celebration
- A wide range of public squares, parks and open spaces are integrated throughout
- The City's major entertainment and/or cultural precinct
- Inter-city and/or inter-regional transit hub connect residents

Figure 2: A Concept for the City Centre



DEVELOPMENT PERMIT AREAS

The subject property is not located within any environmental Development Permit areas. However, prior to issuance of a building permit, a Development Permit for Form and Character is required.

COMMENTS

DEVELOPMENT PROPOSAL

The applicant is proposing to construct a 119-unit apartment building consisting of six storeys when the two properties (1062 and 1064 Goldstream) are consolidated. The mass of building itself will be situated close along the eastern boundary next to the Middle School property while leaving a larger setback from the western boundary. The western boundary would predominantly consist of parking, drive aisles, and a vehicle ramp to access the two parking levels.

For this development, 161 parking stalls are required, whereas 155 are proposed. On the neighbouring property of 1062 Goldstream, Council permitted the development to proceed with a maximum of 8 stalls short of the required number, with the developer agreeing to contributing \$7,500 per deficient stall to be used for transportation demand management (TDM) measures. Council may wish to permit the same with this rezoning, particularly since it will be the same development but with 6 stalls short.

Table 3: Proposal Data

	Permitted by CS1 (Current Zoning)	Proposed by MU1A (Proposed Zoning)
<i>Permitted Uses</i>	• Automobile Repair • Gas Stations • Office • Restaurants	• Townhouses • Apartments • Financial institutions • Restaurant
<i>Density</i>	1.0 FAR	2.0 FAR (4.0 if parking is provided underbuilding)
<i>Height</i>	12m (39 ft)	Six (6) storeys
<i>Site Coverage</i>	max 50%	min 50% max 90%
<i>Front Yard Setback</i>	7.5m (25 ft)	2.0m (6.5 ft) *
<i>Interior Side Yard Setback</i>	6.0m (20 ft)	N/A
<i>Exterior Side Yard Setback</i>	7.5m (25 ft)	2.0m (6.5 ft)
<i>Rear Yard Setback</i>	3.0m (10 ft)	7.5m (25 ft) *
<i>Parking Requirement</i>	1 per 30m ² gfa of office 1 per 4 seats in restaurant	1.25 per 1 or 2 bedrooms 2.25 per 3 or 4 bedrooms *

* **Variance required**

VARIANCE REQUESTS

The applicant is proposing a number of variances as noted in bold in the above Table 3 and outlined in detail in Table 4 below.

Table 4 – Variance Requests

	Required by MU1A Zone	Proposed
<i>Front Yard Setback</i>	2.0m (6.5 ft)	0.4m (1.3 ft)
<i>Rear Yard Setback</i>	7.5m (25 ft)	4.7m (15.4 ft)
<i>Parking</i>	161 stalls	155 stalls

For the proposed front yard setback, the requested variance is due to the location of the garbage and recycling enclosure located at the front of the building. The building itself has been designed to comply with the minimum 2.0m setback.

The original requested rear yard setback was to be 1.2m, but with the new redesign of the building the requested rear yard setback is now 4.7m (15.4 ft).

If Council has no objection to the requested variances noted above, they may wish to authorize the Director of Planning to include these variances in the Development Permit for Form and Character that will be issued on this site.

The six stalls that they are short are due to the fact that there are 3 bedroom units proposed in the building, which required a higher parking ratio. The applicant has requested to provide cash in lieu of these stalls at a rate of \$7,500 per stall.

PEDESTRIAN, CYCLING AND MOTORIST NETWORK

A small amount of road dedication is requested along Goldstream Avenue to achieve an equal amount of dedication along the properties on this side of Goldstream. The total dedication is not anticipated to be greater than 40m² (430 ft²). Improvements within the Goldstream road right of way fronting this site would be to Bylaw 1000 standards and include such items as a centre turning lane, a bike lane, a sidewalk, streetlights, and boulevard landscaping.

Frontage improvements along Goldstream would coincide with the road dedication to ensure the boulevard, bike lane, thru lane, and turning lane all fit and function appropriately and safely with this area which is increasingly busy. The centre turning lane will correspond with improvements being completed by the development across the road that's creating the 165-unit apartment building.

INFRASTRUCTURE

Municipal sewer and water will need to be provided to the site in accordance with Bylaw 1000. Water mains do exist along Goldstream Avenue and should have sufficient pressure to provide adequate fire and domestic water to the site, but a Fire Underwriters Survey (FUS) Report will still need to be submitted to verify this. Any upgrades to the water system noted in the FUS report would need to be completed at the developers' expense prior to a building permit being issued.

In accordance with Bylaw 1000, stormwater management is considered to be appropriately addressed through infiltration on this site. Such a system will be designed through the civil engineering process that appropriately addresses the 2- and 10-year storm events. A technical memo from a certified engineer that states storm water can be adequately be addressed on site for the proposed development will need to be submitted prior to public hearing, to the satisfaction of the Director of Engineering.

There are various overhead wires that exist at this location along both frontages that also span across the road. Past practice has been to require such overhead wires to be placed underground, with the exception of 3-phase hydro as feedback from the development community has noted how expensive it is to underground 3-phase hydro. The Fire Department benefits from the undergrounding of wires next to apartment buildings as overhead wires prevent ladder trucks from reaching upper floors. Fiber optics would also be installed (underground) at this location as the City moves towards its goal to have fiber optics available along prominent corridors, such as Goldstream Avenue.

FINANCIAL CONTRIBUTIONS

Rezoning the subject property to permit a higher density of development will increase the assessed value of the property, and increase municipal revenue. As the applicant will connect the development to municipal services and complete frontage improvements, the direct capital costs to the municipality

associated with this development will be negligible. A summary of the amenity contributions required pursuant to Council's Amenity Contribution Policy as well as Development Cost Charges required pursuant to DCC Bylaw No. 26 are listed in Tables 4 through 6 below.

Table 4 – Amenity Contributions per Council Policy

Amenity Item	Per unit contribution	Total (119 units)
<i>General Amenity Reserve Fund (1-4 storeys)</i>	\$2,850	\$225,150
<i>General Amenity Reserve Fund (5-6 storeys)</i>	\$1,425	\$57,000
<i>General Amenity Reserve Fund (7+ storeys)</i>	\$712.50	\$0.00
<i>Affordable Housing Reserve Fund</i>	\$750	\$89,250
TOTAL POLICY CONTRIBUTIONS		\$371,400

Table 5 – Additional Amenity Contributions

Amenity Item	Per stall contribution	Total
<i>General Amenity Fund (for TDM)</i>	\$7,500	\$45,000
TOTAL AMENITY CONTRIBUTIONS		\$45,000

According to Council's direction, the contributions toward the Downtown Parking Fund will be paid toward the General Amenity Reserve Fund.

Table 6 – Development Cost Charges

Development Cost Charge	Per unit Contribution	Total (119 units)
<i>Roads</i>	\$3,188	\$379,372
<i>Park Improvement</i>	\$1,890	\$224,910
<i>Park Acquisition</i>	\$1,100	\$130,900
<i>Incremental Storage Improvement Fees</i>	\$331.65	\$39,466.35
Subtotal (DCCs paid to City of Langford)		\$774,648.35
<i>CRD Water</i>	\$2,323.43	\$276,488.17
<i>School Site Acquisition</i>	\$439.60	\$52,312.40
TOTAL (estimate) DCCs		\$1,103,448.92

OPTIONS**Option 1**

That Council:

1. Give 1st reading to the attached Bylaw No. 1805 to amend the zoning designation of the property located at 1064 Goldstream Road from CS1 (Service Commercial) to MU1A (Mixed Use Residential Commercial A) subject to the following terms and conditions:
 - a) That the owner agrees to provide, **as a bonus for increased density**, the following contributions per unit, prior to issuance of a building permit:
 - i. \$2,850 towards the General Amenity Reserve Fund, with a 50% reduction for the units on the 5th and 6th storey, and a 75% reduction for the units on the 7th storey;
 - ii. \$750 towards the Affordable Housing Reserve Fund;
 - b) That the owner agrees to provide, **as a bonus for increased density**, the following contributions per required parking stall that is not provided, prior to issuance of a building permit:
 - i. \$7,500 towards the General Amenity Fund for Transportation Demand Management.
 - c) That the applicant provide, **prior to Public Hearing**, the following:
 - i. A technical memo from a qualified engineer that verifies storm water can be adequately managed onsite, to the satisfaction of the Director of Engineering.
 - d) That the applicant provide, **prior to Bylaw adoption**, the following:
 - i. Road dedication along the frontage to the satisfaction of the Director of Engineering.
 - e) That the applicant provides, **prior to Bylaw Adoption**, a Section 219 covenant, registered in priority of all other charges on title, that agrees to the following:
 - i. That all frontage improvements to Bylaw 1000 standards are provided to the satisfaction of the Director of Engineering, which includes an operational 3-lane cross-section;
 - ii. That all boulevard improvements to Bylaw 1000 standards are provided to the satisfaction of the Manager of Parks;
 - iii. That a detailed storm water management plan be provided prior to issuance of a building permit, to the satisfaction of the Director of Engineering, and its operation and maintenance plan be registered on title;
 - iv. That a construction parking management plan be provided to the satisfaction of the Director of Engineering prior to the issuance of a Building Permit.

- v. That the required parking stalls for this development are allocated for the use by individuals in each unit, as required by Bylaw 300 and designed accordingly, and that parking stalls are not rented out individually.
- 2. Authorize the Director of Planning to issue the following variances in the Form and Character Development Permit:
 - i. Reduce the front yard setback from 2.0m (6.5 ft) to 0.4m (1.3 ft) for the garbage and recycling enclosure;
 - ii. Reduce the rear yard setback from 7.5m (25 ft) to 5.0 (16.5 ft) for the parkade levels and to 4.7m (15.4 ft) for the 2nd to 7th storeys.
 - iii. Reduce the number of off-street parking by a maximum of 6 stalls.

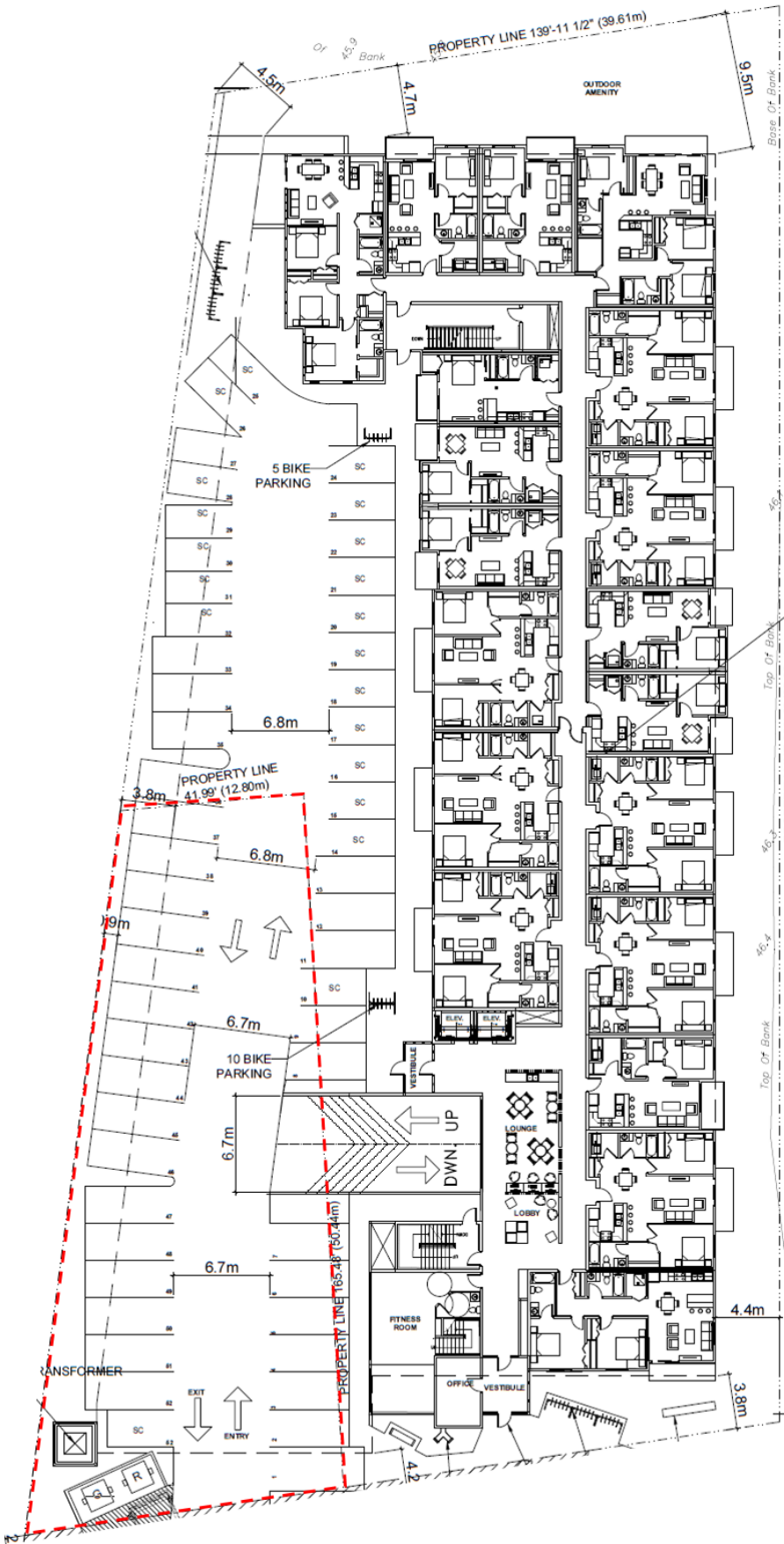
OR Option 2

- 3. Take no action at this time with respect to Bylaw No. 1805, and not rezone 1062 Goldstream Avenue.

Submitted by:	Robert Dykstra, MCIP, RPP Land Development Planner
Concurrence:	Matthew Baldwin, MCIP, RPP, Director of Planning
Concurrence:	Cory Manton, Manager of Parks and Recreation
Concurrence:	Michelle 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:	Michelle Mahovlich, Acting Chief Administrative Officer

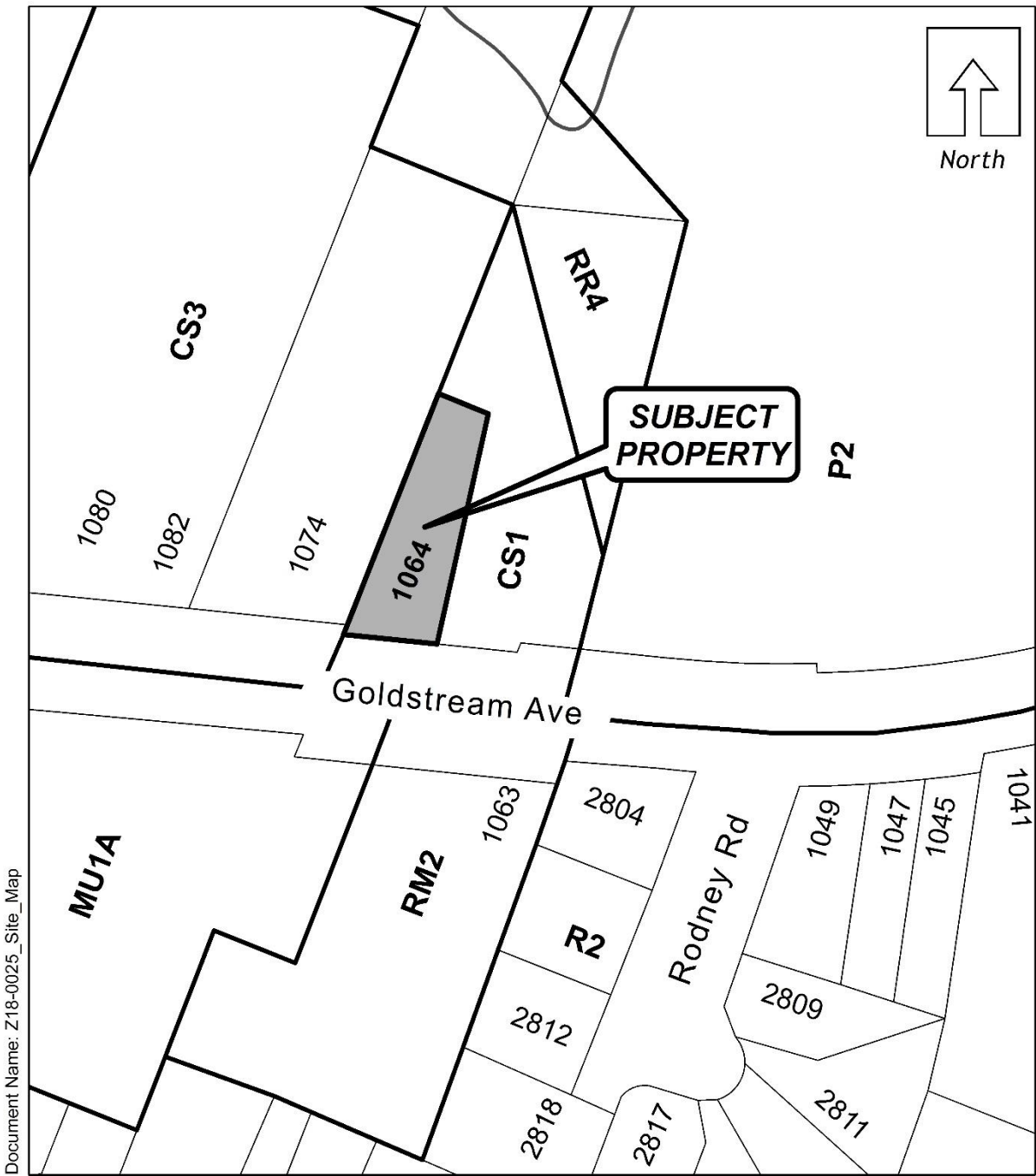
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Appendix A
INSERT SITE PLAN



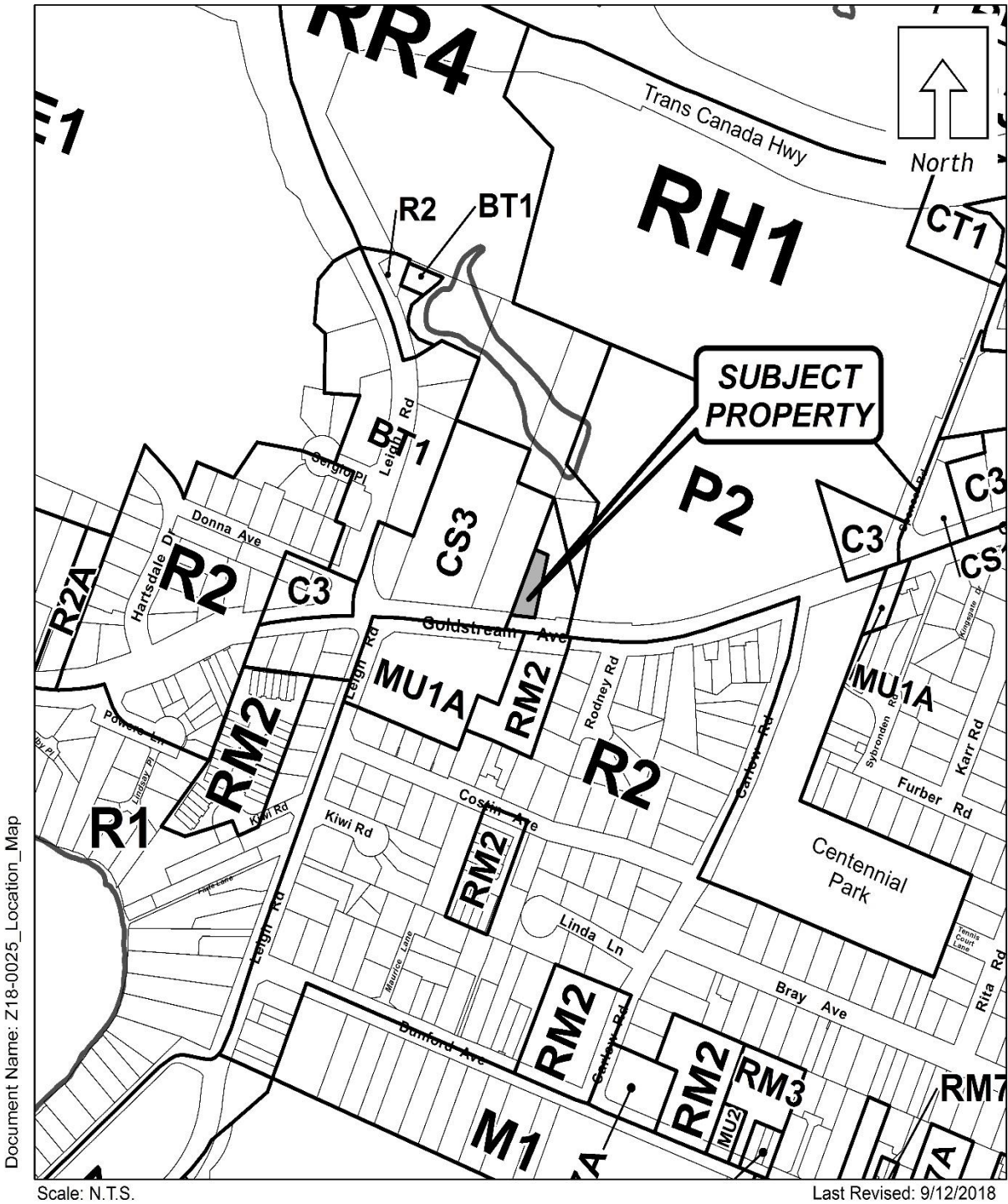
Appendix B
SITE MAP

REZONING BYLAW AMENDMENT
(Z18-0025)
1064 Goldstream



Appendix C
LOCATION MAP

REZONING BYLAW AMENDMENT
(Z18-0025)
1064 Goldstream



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

PRESENT

Acting Mayor D. Blackwell, Councillors: M. Sahlstrom, L. Seaton, N. Stewart, L. Szpak, and R. Wade.

ATTENDING

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

ABSENT

Mayor Young

1. PROCLAMATION RESULTS – 2018 ELECTION

Corporate Officer Hutchins read the Proclamation Results for the 2018 Election.

2. SWEARING INTO OFFICE – Oath of Office for Councillors

Chief Administrative Officer Kiedyk (Deputy Corporate Officer) swore into office Councillors D. Blackwell, M. Sahlstrom, L. Seaton, N. Stewart, L. Szpak, and R. Wade.

3. CALL TO ORDER

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

4. APPROVAL OF THE AGENDA

MOVED BY: COUNCILLOR SEATON

SECONDED: COUNCILLOR WADE

That Council approve the agenda as presented.

CARRIED.

5. COUNCIL APPOINTMENTS

MOVED BY: COUNCILLOR WADE

SECONDED: COUNCILLOR SEATON

a) Acting Mayor

That Council appoint Councillors to the following Acting Mayor terms:

1. Councillor Blackwell as Acting Mayor for an 8-month term from November 1, 2018 to June 30, 2019
2. Councillor Seaton as Acting Mayor for a 6-month term from July 1, 2019 to December 31, 2019;
3. Councillor Szpak as Acting Mayor for a 6-month term from January 1, 2020 to June 30, 2020;
4. Councillor Sahlstrom as Acting Mayor for a 6-month term from July 1, 2020 to December 31, 2020;
5. Councillor Wade as Acting Mayor for a 6-month term from January 1, 2021 to June 30, 2021
6. Councillor Stewart as Acting Mayor for a 6-month term from July 1, 2021 to December 31, 2021.

b) Capital Regional District Board and Hospital

That Council appoint Councillor Denise Blackwell as to the Capital Regional District Board, as CRD Director for a 4-year term ending December 2022;

AND That Council appoint Councillor Lanny Seaton to the Capital Regional District Board, CRD Director for a 4-year term ending December 2022;

AND That Council appoint Councillors Lillian Szpak, Roger Wade and Matt Sahlstrom to the Capital Regional District Board, as 1st, 2nd and 3rd Alternate CRD Directors to Councillor Blackwell for a 4-year term ending December 2022;

AND That Council appoint Councillors Roger Wade, Lillian Szpak, and Matt Sahlstrom to the Capital Regional District Board, as 1st, 2nd and 3rd Alternate CRD Directors to Councillor Lanny Seaton for a 4-year term ending December 2022.

c) Regional Water Supply Commission and Juan de Fuca Water Distribution Commission

That Council appoint Councillor Roger Wade as Representative to the Capital Regional District Regional Water Supply Commission and Juan de Fuca Water Distribution Commission for a 4-year term ending December 2022;

AND That Council appoint Councillor Lillian Szpak as Representative to the Capital Regional District Regional Water Supply Commission and Juan de Fuca Water Distribution Commission for a 4-year term ending December 2022;

AND That Council appoint Councillors Matt Sahlstrom and Norma Stewart as Alternate Representatives to the Capital Regional District Regional Water Supply Commission and Juan de Fuca Water Distribution Commission for a 4-year term ending December 2022.

d) Greater Victoria Library Board

That Council appoint Councillor Matt Sahlstrom to the Greater Victoria Library Board as the City of Langford's Representative, for a 1-year term ending December 2019;

And that Council appoint Councillor Lanny Seaton as an Alternate Representative for a 1-year term ending December 2019.

e) Family Court Committee

That Council appoint Councillor Matt Sahlstrom to the Family Court Committee as the City of Langford's representative, for a 4-year term ending December 2022.

f) CREST

That Council appoint Councillor Lillian Szpak as the City of Langford's representative to the Capital Regional Services Telecommunications Inc., for a 4-year term ending December 2022.

g) West Shore Chamber of Commerce

That Council appoint Councillor Norma Stewart to the West Shore Chamber of Commerce as the City of Langford's representative, for a 4-year term ending December 2022.

h) Inter-Municipal Committee on Disability Issues

That Council appoint Councillor Lillian Szpak to the Inter-Municipal Committee on Disability Issues as the City of Langford's representative, for a 4-year term ending December 2022.

i) Parcel Tax Roll Review Panel

That Council appoint Councillors Sahlstrom, Blackwell and Szpak to the Parcel Tax Roll Review Panel, for a 4-year term ending December 2022.

j) Board of Variance

That Council appoint the following citizen representatives to the City of Langford Board of Variance, for a 4-year term ending December 2022.

Hans Frederiksen
Jim Hartshorne
Rachel Samson

k) Standing Committee Appointments

1. Administration & Finance Committee – Councillors Sahlstrom & Szpak

That Council appoint Councillor Matt Sahlstrom as Chair, Councillor Lillian Szpak as Vice Chair;
AND that the following be appointed as citizen representatives to the Administration and Finance Committee, for a 4-year term ending December, 2022.

John Crook
Frank Hudson
David Adair
Jennifer Paget

2. Parks, Recreation, Culture & Beautification Committee – Councillors Seaton & Wade

That Council appoint Councillor Lanny Seaton as Chair, Councillor Roger Wade as Vice Chair;
AND that the following be appointed as citizen representatives to the Parks and Recreation Committee for a 4 year term – ending December, 2022.

Norman Arden
Randy Prettie
Karen Reece
Morry Stearns
Allen Sturgeon
Jennifer Whitehouse
Graham Harrison

3. Planning, Zoning & Affordable Housing Committee – Councillors Blackwell & Wade

That Council appoint Councillor Denise Blackwell as Chair, Councillor Roger Wade as Vice Chair;
AND that the following be appointed as citizen representatives to the Planning and Zoning Committee for a 4-year term ending December 2022.

Art Creuzot
Malcolm Hall
Steve Harvey
Dave Horner
Kent Sheldrake

4. Protective Services Committee – Councillors Szpak & Seaton

That Council appoint Councillor Lillian Szpak as Chair; Councillor Lanny Seaton as Vice Chair;
and that the following be appointed as citizen representatives to the Protective Services Committee for a 4-year term ending December 2022.

Tony Cox
Rob Crompton
Dan Darche, Volunteer Fire Fighter Representative
Hans Frederiksen

Mike Wignall
Deborah Wilson

5. Transportation & Public Works Committee – Councillors Wade & Stewart

That Council appoint Councillor Roger Wade as Chair, Councillor Norma Stewart as Vice Chair;
AND that the following be appointed as citizens' representatives to the Transportation and Public Works Committee for a 4-year term ending December 2022.

Les Bjola
Christine Lervold
Mike Wignall

CARRIED.

6. ADOPTION OF MINUTES

a) Minutes of the Special Meeting of Council – September 24th, 2018

MOVED BY: COUNCILLOR WADE
SECONDED: COUNCILLOR SAHLSTROM

That Council approve the Minutes of the Special Meeting of Council held on September 24, 2018.

CARRIED.

b) Minutes of the Special Meeting of Council – September 26th, 2018

MOVED BY: COUNCILLOR WADE
SECONDED: COUNCILLOR SAHLSTROM

That Council approve the Minutes of the Special Meeting of Council held on September 26, 2018.

CARRIED.

7. OTHER BOARD AND COMMISSION MINUTES

a) West Shore Parks and Recreation – July 16th, 2018

MOVED BY: COUNCILLOR SEATON
SECONDED: COUNCILLOR SAHLSTROM

That Council receive the minutes of the West Shore Parks and Recreation Meeting held on July 16, 2018.

CARRIED.

8. COMMITTEE RESOLUTIONS

a) Administration and Finance Committee – September 18th, 2018

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

MOVED BY: COUNCILLOR SAHLSTROM
SECONDED: COUNCILLOR SZPAK

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

CARRIED.

9. PUBLIC PARTICIPATION

Robert Fraser congratulated Mayor Young.

10. DEVELOPMENT VARIANCE PERMIT

a) DVP18-0001 – 745 Treanor Ave

MOVED BY: COUNCILLOR WADE
SECONDED: COUNCILLOR SZPAK

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

CARRIED.

11. REPORTS

- a) Bylaw 1809 - Application to Make Various Amendments to the MUE1 Zone**
- **Staff Report (Planning)**

MOVED BY: COUNCILLOR WADE
SECONDED: COUNCILLOR SZPAK

That Council give First Reading to Bylaw No. 1809 to make various amendments to the MUE1 zone.

CARRIED.

- b) 2018 Municipal Election Results**
- **Tom Moore, Chief Election Officer**

MOVED BY: COUNCILLOR SEATON
SECONDED: COUNCILLOR WADE

That Council receive the report from Tom Moore, Chief Election officer, for information.

CARRIED.

- c) Deputy Corporate Officer Appointment**
- **Staff Report (Administration)**

MOVED BY: COUNCILLOR SZPAK
SECONDED: COUNCILLOR WADE

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

CARRIED.

- d) Municipal Taxi Fleet Increases**
- **Staff Report (Planning)**

MOVED BY: COUNCILLOR WADE
SECONDED: COUNCILLOR SZPAK

That Council endorse the taxi fleet increase of 15%.

CARRIED.

12. BYLAWS

a) BYLAW NO. 1790

**"Road Closure Bylaw No. 1790 (Springhill Road), 2018".
(FIRST, SECOND AND THIRD READINGS)**

MOVED BY: COUNCILLOR WADE
SECONDED: COUNCILLOR SEATON

That Council give Bylaw No. 1790 First, Second and Third Readings.

CARRIED.

b) BYLAW NO. 1809

**"Langford Zoning Bylaw, Amendment No. 549, (MUE1 Amendments – 2750 Leigh Rd), 2018".
(FIRST READING)**

MOVED BY: COUNCILLOR WADE
SECONDED: COUNCILLOR SAHLSTROM

That Council give Bylaw No. 1809 First Reading.

CARRIED.

c) BYLAW NO. 1813

**"City of Langford Housing Agreement (3252 Happy Valley Rd) Bylaw No. 1813, 2018".
(FIRST, SECOND AND THIRD READINGS)**

MOVED BY: COUNCILLOR STEWART
SECONDED: COUNCILLOR SZPAK

That Council give Bylaw No. 1813 First, Second and Third Readings.

CARRIED.

BYLAW NO. 1815

**"City of Langford Housing Agreement (#104 – 3309 Piper Rd) Bylaw No. 1815, 2018".
(FIRST, SECOND AND THIRD READINGS)**

MOVED BY: COUNCILLOR WADE
SECONDED: COUNCILLOR SZPAK

That Council give Bylaw No. 1815 First, Second and Third Readings.

CARRIED.

13. ADJOURNMENT

Acting Mayor Blackwell adjourned the meeting at 5:50 pm.

PRESIDING COUNCIL MEMBER:

CERTIFIED CORRECT
Corporate Officer

**CITY OF LANGFORD
DEVELOPMENT VARIANCE PERMIT**

DVP18-0008 – 1319 & 1323 Ravensview Dr

That Development Variance Permit No. DVP18-0008 be issued by the Council for the City of Langford to Gary Brown defer the requirement to connect to municipal sewer, construct frontage improvements, provide water servicing, reduce fire flow and water pressure provisions, and provide FUS calculations, at the properties located at 1319 and 1323 Ravensview Drive, until such time that lots are developed subject to the following terms and conditions:

1. Variances

The following regulations of Subdivision and Development Servicing Bylaw 1000 are varied under Section 506 of the *Local Government Act*:

- a) Direct staff to proceed with consideration to defer site servicing of 1323 and 1319 Ravensview Drive as required by the City's Subdivision and Development Servicing Bylaw 1000 until such time that the lots are developed.

2. Conditions

The following requirements are imposed under Section 506 of the *Local Government Act*:

- a) Construction, subdivision or placement of any building is prohibited, and the Owners shall not apply for, or be entitled to receive subdivision approval or a building permit in respect to Lot 3 until and unless the Owners have completed the installation of all works and services required by the City's Subdivision and Development Servicing Bylaw 1000.



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, 19th November 2018, in the City Hall Council Chamber on the Third Floor of 877 Goldstream Avenue.

File Development Variance Permit No. DVP18-0008

Applicant Gary Brown

Location 1319 & 1323 Ravensview Dr

Proposal Deferring the site servicing of 1323 and 1319 Ravensview Drive as required by the City's Subdivision and Development Servicing Bylaw 1000 until such time that the lots are developed.

Subject to the following terms and conditions:

Construction, subdivision or placement of any building is prohibited, and the Owners shall not apply for, or be entitled to receive subdivision approval or a building permit in respect to Lot 3 until and unless the Owners have completed the installation of all works and services required by the City's Subdivision and Development Servicing Bylaw 1000.

Purpose To to defer site servicing of 1323 and 1319 Ravensview Drive as required by the City's Subdivision and Development Servicing Bylaw 1000 until such time that the lots are developed.

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, 14 November 2018. The submissions will then be distributed for Council's consideration. You may also speak at the Council Meeting of 19 November 2018 during the Public Participation Section at the beginning of the meeting.

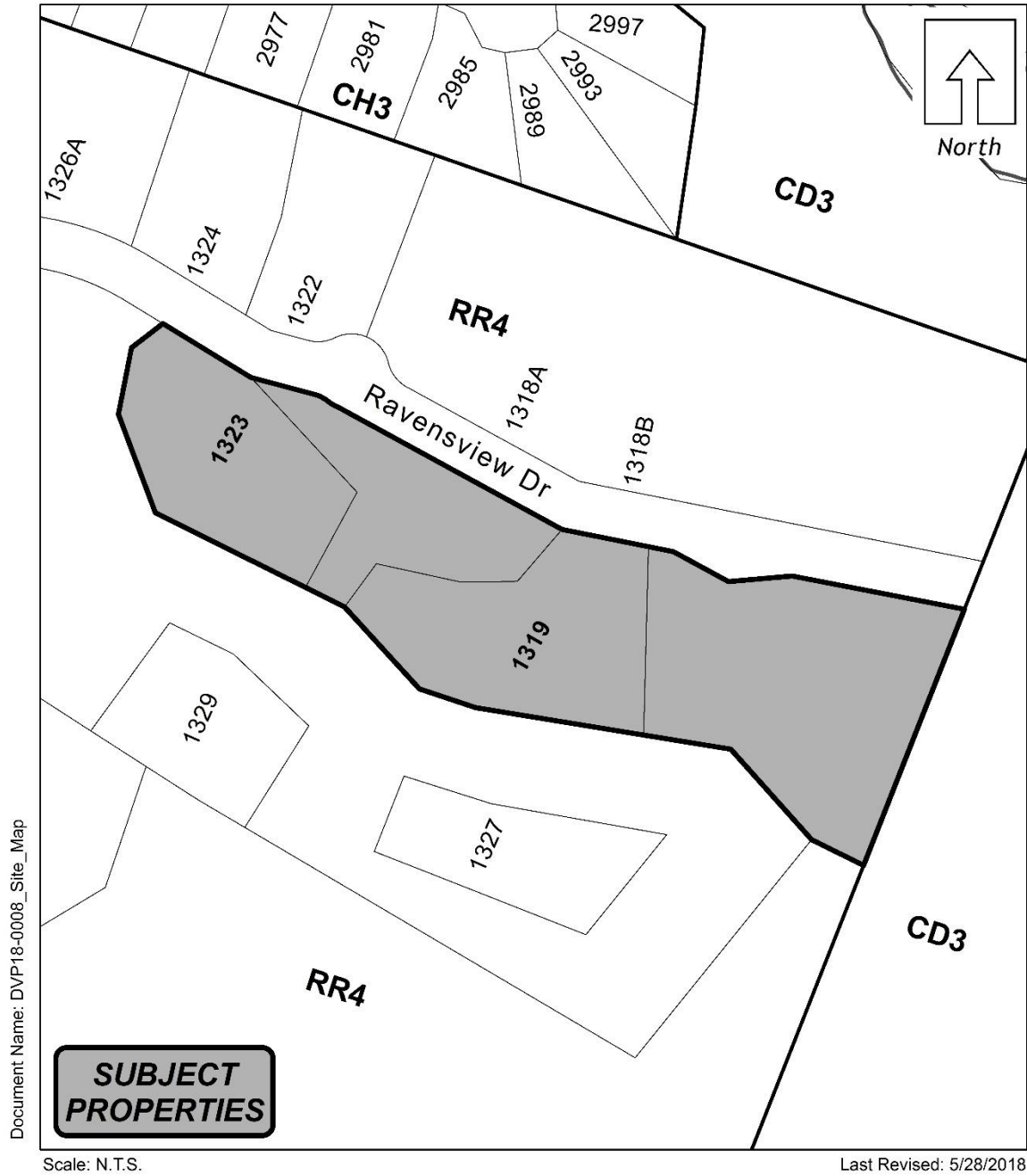
Relevant background information and a draft of the permit are available in the Planning Department for perusal Monday through Friday, except Statutory Holidays, during office hours (8:30 am to 4:30 pm). Please contact David Sametz with any questions on this Development Variance Permit.



Braden Hutchins
Director of Corporate Services

**DEVELOPMENT VARIANCE PERMIT
(DVP18-0008)**

1319 & 1323 Ravensview Dr



CITY OF LANGFORD

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

Tuesday, November 6th, 2018

- 1. Application to Rezone 887 Klahanie Drive from Rural Residential 2 (RR2) to Rural Residential 7 (RR7) to Allow a Six Lot Development**
- Staff Report (Planning)

That the Planning, Zoning and Affordable Housing Committee Recommend to Council:
That Council:

1. Direct staff to prepare a bylaw to amend the zoning designation of the property located at 887 Klahanie Drive from RR2 (Rural Residential 2) to RR7 (Rural Residential 7) subject to the following terms and conditions:
 - a) That the applicant agrees to provide, **as a bonus for increased density**, the following contributions per one-family lot created, prior to subdivision approval:
 - i. \$6,000 towards the General Amenity Reserve Fund; and
 - ii. \$1,000 towards the Affordable Housing Reserve Fund.
 - b) That the applicant provide, **prior to Public Hearing**, the following:
 - i. A technical memo from a qualified engineer that verifies storm water can be adequately managed onsite, to the satisfaction of the Director of Engineering.
 - c) That the applicant provides, **prior to Bylaw Adoption**, a Section 219 covenant, registered in priority of all other charges on title, that agrees to the following:
 - i. That all frontage improvements to Bylaw 1000 standards are provided to the satisfaction of the Director of Engineering;
 - ii. That a storm water management plan be provided, which demonstrates the required onsite detention, to the satisfaction of the Director of Engineering;
 - iii. That notification be provided that the properties are close to agricultural operations and the South Vancouver Rangers property, both of which may generate nuisances;
 - iv. That the proposed greenspace areas totaling 30% of the land is covenanted as a non-disturbance area.
 - v. That the edges of the strata road are free and clear of any obstruction and are level with the strata road in order to allow turning movements of a fire truck.

CARRIED.

2. Bylaw No. 1808 Application to Rezone 2786 Wenger Terrace from R2 (One and Two Family Residential) to RS3 (Residential Small Lot 3) Zone to allow the subdivision of the property into two lots and to allow a secondary suite within the existing house on the property
- Staff Report (Planning)

That the Planning, Zoning and Affordable Housing Committee Recommend to Council:
That Council:

1. Give First Reading to Bylaw No. 1808, a Bylaw to amend subsection 6.27.01(5) to include secondary suites on lots greater to or equal than 400 m², in accordance with section 3.08, for the subject property;
2. Give First Reading to Bylaw No. 1808, a Bylaw to amend the zoning designation of the property located at 2786 Wenger Terrace from the R2, One and Two Family Residential, Zone to the RS3, Residential Small Lot 3, Zone subject to the following terms and conditions:
 - a) That the owner agrees to provide, **as a bonus for increased density**, the following contributions for the creation of an additional lot:
 - i. \$660 towards the Affordable Housing Reserve Fund;
 - ii. \$3960 towards the General Amenity Reserve Fund;
 - b) That the applicant provides, **prior to Public Hearing**, the following:
 - i. A technical stormwater management assessment reviewed by the Director of Engineering;
3. That Council direct Staff to proceed with the consideration of the following variances subject to the applicant applying for the necessary Development Variance Permit:
 - a. A variance to subsection 6.27.06(1)(c) to reduce the exterior setback from the required 3.5 m to 1.5 m for proposed Lot B; and
 - b. A variance to the Table in subsection 4.01.02 to reduce the length of a driveway stall from the required 5.5 m to 4.28 m for proposed Lot A.

CARRIED.

3. Application for Development Variance Permit to reduce the front and rear setback at 938 Whisperwind Place
- Staff Report (Planning)

That the Planning, Zoning and Affordable Housing Committee Recommend to Council:
That Council:

1. Direct staff to proceed with consideration of the following variances for 938 Whisperwind Place:

- a) That Section 6.21.06(1)(a) of Zoning Bylaw No. 300 be varied from a front and rear lot line setback of 6 m to a front lot line setback of 3.5 m and a rear lot line setback of 1.5 m;

Subject to the following terms and conditions:

- i. That a 6 m setback be maintained on the interior side lot lines instead of the required 1.5 m

CARRIED.

**4. Application for Development Variance Permit to allow a reduction in the rear yard setback from 6 m to 3.2 m at 620 Rockingham Road
- Staff Report (Planning)**

That the Planning, Zoning and Affordable Housing Committee Recommend to Council:
That Council:

1. Direct staff to proceed with consideration of the following variance for 620 Rockingham Road:

- a) That Section 6.21.06(1)(a) of Zoning Bylaw No. 300 be varied to reduce the rear setback from the required 6 m (20ft) to 3.2 m (10.49ft);

Subject to the following terms and conditions:

- i. That the site is developed in accordance with the plan attached to this report as Appendix A;
 - ii. That the north side of the existing building conforms to the spatial separation requirements under the current issue of the B.C. Building Code prior to subdivision approval.

CARRIED.



City of Langford

www.cityoflangford.ca

Staff Report to Council

Date: November 19, 2018
Department: Engineering
Subject: Florence Lake Road at McCallum Road New Signal Light

Background

In the Spring of 2016 the McCallum Road Connector was opened providing a connector between the Millstream Interchange and the Leigh Road Interchange. This new connector was extended between the existing terminus of McCallum Road at Cavalcade Terrace at the north or east end and at Florence Lake Road at the south or west end. In the two years since the connector opened traffic has increased.

A review of the traffic volumes in the area and the projected increase in traffic from the development of 790 McCallum Road (land across from Costco) indicate that a signal light is required on McCallum Road at Florence Lake Road.

The purpose of this report is to seek Council approval to construct this new signal light.



Figure 1: Proposed new signal light location on McCallum Road at Florence Lake Road

Commentary

Staff approached ICBC to see if any funding was available to offset the costs to install a new signal light at McCallum Road and Florence Lake Road. ICBC have responded that they will contribute \$51,500 towards this project that would include pedestrian countdown timers if the project is completed by March 31, 2019.

The new signal at Florence Lake Road is part of overall future improvements to McCallum Road between Millstream Road and Florence Lake Road that are proposed to be constructed in 2019 by the developer of 790 McCallum Road. The proposed improvements in 2019 will focus on the laning between Millstream Road and the lower driveway to Costco and will include a new signal at the lower Costco driveway. During that construction staff wish to divert traffic from the Trans Canada Highway to Exit 15 (the Shell Station location). This same diversion was used during the Millstream Overpass improvements in 2018. Having the new signal installed at Florence Lake Road prior to any construction starting on McCallum Road near Millstream Road will help provide better traffic flow during construction.

The signal installation on McCallum at Florence Lake Road would begin in January and complete by the end of March 2019. On Point Engineers are already designing this new intersection as part of their work with the developer of 790 McCallum Road. PBX Engineering are undertaking the electrical design. The City would contract Raylec, under our existing agreements, to provide and install the signal infrastructure.

Financial Implications

The McCallum Road improvements are in the Road Development Cost Charge (DCC) program.

The new signal is estimated to cost \$300,000 to install. ICBC will contribute \$51,500 towards the project. The developer of 790 McCallum Road is proposing to fund \$125, 000 toward the signal project and in return be granted Road Development Cost Charge (DCC) credits. Staff are proposing that the City fund the remaining \$125,000 from the Road DCC program account.

This project is preceding the overall Engineering 2019 budget discussions and needs to be completed by March 31, 2019 to take advantage of ICBC funding, therefore staff are seeking approval now for this improvement project.

Legal Implications

None noted.

Options

That Council:

1. Direct staff to proceed with the construction of the new McCallum Road at Florence Lake Road signal light;

AND

2. Fund the new signal light on McCallum Road at Florence Lake Road through a combination of \$51,500 from ICBC, \$125,000 from the City's Road Development Cost Charge program and a \$125,000 contribution from the developers of 790 McCallum Road (1054105 BC Ltd.);

OR

3. Not install a signal light on McCallum Road at Florence Lake Road at this time.

Respectfully submitted,

Submitted by:	Michelle Mahovich, P.Eng, P.Geo, Director of Engineering
Concurrence:	Matthew Baldwin, MCIP, RPP Director of Planning
Concurrence:	Chris Aubrey, Fire Chief – Approved via email 20181102
Concurrence:	Michael Dillabaugh, CPA, CA, Director of Finance
Concurrence:	Braden Hutchins, Director of Corporate Services
Concurrence:	Darren Kiedyk, Chief Administrative Officer

:mm



Staff Report to Council

Date: November 19, 2018
Department: Administration
Subject: Page Avenue Road Closure and Disposition Bylaw No. 1643

Background

The owners of 946 and 948 Page Avenue have approached the City and requested to purchase a portion of Page Avenue fronting their properties. On June 17th, 2017 Council accepted their proposal and passed a resolution directing staff to proceed with the closure and disposition as put forward by these owners.

Comments

The owners have worked out an agreement with their home insurance company who will cover their costs through title insurance, and the insurance company have retained a lawyer and surveyor who have completed the necessary work to now bring forward the closure bylaw. Notifications have been placed in a local newspaper as required though provincial legislation.

Financial Implications

For this closed portion of road that amounts to 221.4m², the City would receive a total of \$73,000. The costs associated with this closure and disposition would be the responsibility of the two owners.

Legal Implications

There are no known legal implications with the sale and disposition of these portions of Page Avenue. However, BC Hydro and Corix have both requested SRW's for any of their services that may be located within the proposed road closure. Council may wish to request these SRW's (if required) are included in the final registration package.

Options

That Council:

1. Give Page Avenue Closure Bylaw No. 1643 1st, 2nd, and 3rd readings;

AND

2. Require the applicants to include any necessary statutory right of ways with the final registration package.

OR

3. Take no action at this time with respect to Page Avenue Closure Bylaw No. 1643.

Respectfully Submitted,

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

:rd

CITY OF LANGFORD
ROAD CLOSURE BYLAW NO. 1643, 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 221.4m² (2,383ft²) known as Page Avenue, which was dedicated as highway by Plan EPP43637, shown outlined in a bold black line on the reference plan prepared by Peter Broeren, BCLS on the 24th day of July 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 221.4m² of highway (which was dedicated as highway at the Victoria Land Title Office by Plan EPP43637), labelled "Closed Road" on the Road Closure Plan

(the "Closed Road").
3. On deposit of the Road Closure Plan and all other documentation for the closure of the Closed Road in the Victoria Land Title Office, the Closed Road is closed to public traffic, it shall cease to be public highway, and its dedication as a highway is cancelled.
4. The Mayor and the Administrator 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 "Page Avenue Road Closure Bylaw No.1643".

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 day of, 2018.

MAYOR

(Certified Correct)
CORPORATE OFFICER

SCHEDULE "A" – Road Closure Plan

PLAN EPP85465

REFERENCE PLAN TO ACCOMPANY BYLAW NO. 1643 (CITY OF LANGFORD) TO CLOSE PART OF PAGE AVENUE, SECTION 83, ESQUIMALT DISTRICT, DEDICATED BY PLAN EPP43637, PURSUANT TO SECTION 120 OF THE LAND TITLE ACT AND SECTION 40 OF THE COMMUNITY CHARTER.



The intended plot size of this plan is 500mm in width by 425mm in height (C Size) when printed at a scale of 1:250. Integrated Survey Area No. 51, District of Langford

MA083(CSR3) 3.0.0 BC 1 CRD.

Grid bearings are derived from geospatial control monuments 54H1514 and 12H2666. This plan shows horizontal ground-level distances unless otherwise specified. To compute grid distances, multiply ground-level distances by the average combined factor of 0.999104 which has been derived from geospatial control monuments 54H1514 and 12H2666.

The UTM coordinates and estimated horizontal positional accuracy are derived from the MA0007 published coordinates and standard deviations for geospatial control monuments 54H1514 and 12H2666.

LEGEND

- Denotes Control Monument Found
- Denotes Standard Iron Post Found

BOOK OF REFERENCE		
Closed Road	Section	Area Required
Area 1	83	116.4 m ²
Area 2	83	105.0 m ²



FW: 098298-W/132
 ACTING: W132-VELLETTA-RP1
Island Land Surveying Ltd.
 #117-553 Hoffman Avenue
 Victoria B.C. V8B 4X1
 Tel: 250.475.1515 Fax: 250.475.1515
 www.islandsurveying.ca

Date: MA083(CSR3) 3.0.0 BC 1 CRD UTM Zone 10
 UTM Northing: 5364546.578
 UTM Easting: 460501.671
 Point Combined Factor: 0.999102
 Estimated Horizontal Positional Accuracy is 0.01m

Date: MA083(CSR3) 3.0.0 BC 1 CRD UTM Zone 10
 UTM Northing: 5364546.578
 UTM Easting: 460501.671
 Estimated Horizontal Positional Accuracy is 0.02m

This plan lies within the Capital Regional District.
 The field survey represented by this plan was completed on the 24th day of July, 2018.
 Peter J. M. Brown, BCLS 745

**CITY OF LANGFORD
BYLAW NO. 1804**

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

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

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

1. By amending the text of the C10 (Langford City Centre) Zone by adding the following text as Section 6.54.01(1)(l) and renumbering the subsequent sections accordingly:

"group day care with a maximum capacity of 100 children on the property legally described as Lot 1, Section 75, Esquimalt District, Plan EPP75724, PID No. 030-357-951, (3030 Merchant Way)"

B. This Bylaw may be cited for all purposes as "Langford Zoning Bylaw, Amendment No. 545, (3030 Merchant Way), 2018".

READ A FIRST TIME this 17th day of September, 2018.

PUBLIC HEARING held this day of, 2018.

READ A SECOND TIME this day of, 2018.

READ A THIRD TIME this day of, 2018.

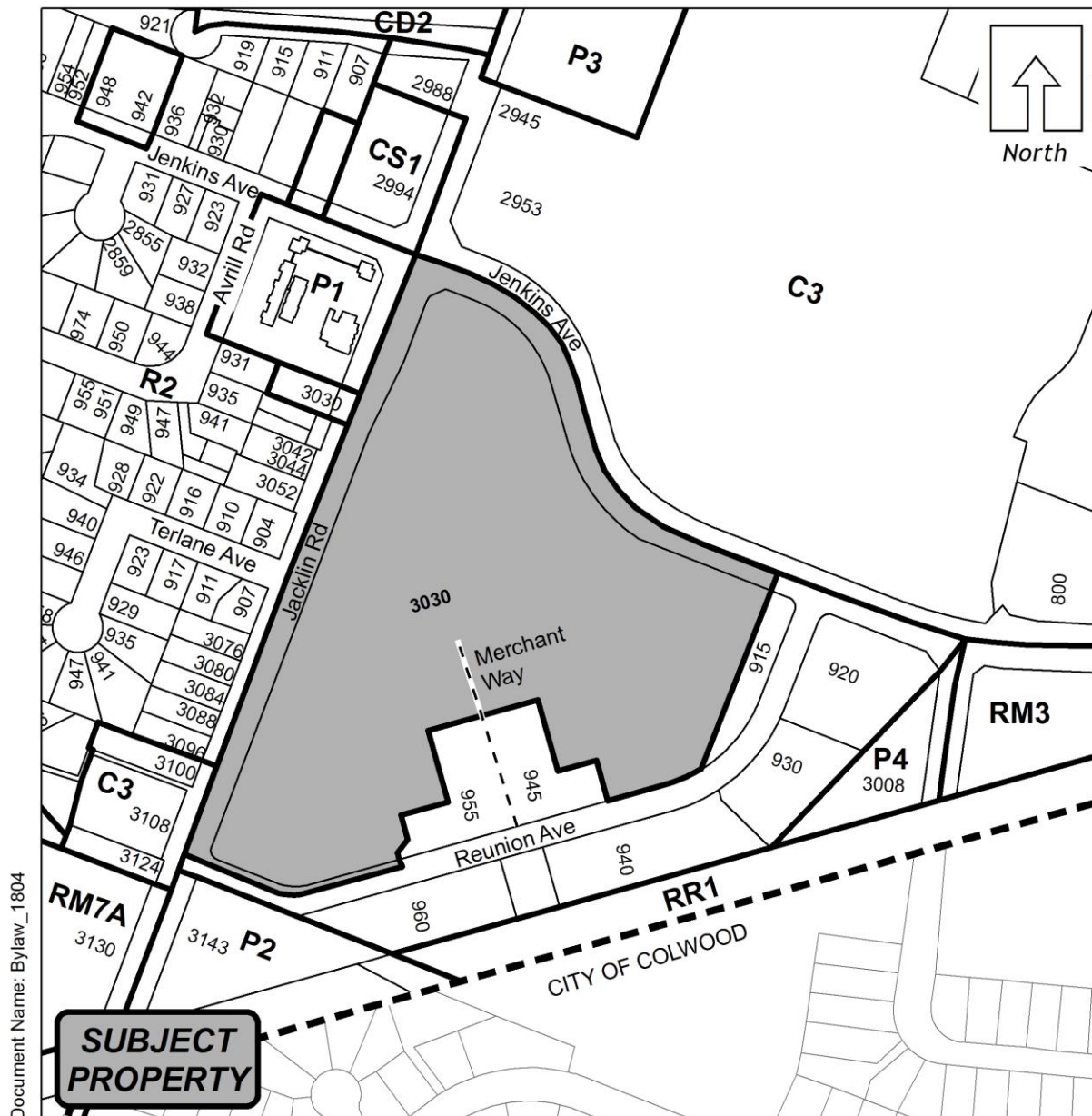
APPROVED BY THE MINISTRY OF TRANSPORTATION THIS DAY OF, 2018.

ADOPTED this of, 2018.

MAYOR

(Certified Correct)
CORPORATE OFFICER

Schedule A



I HEREBY CERTIFY THIS TO BE A TRUE COPY
OF PLAN No. 1 AS DESCRIBED
IN SECTION A1 OF BYLAW No. 1804

MAYOR

ADOPTION: _____

CORPORATE OFFICER

Scale: N.T.S.

Last Revised: 11/16/2018

CITY OF LANGFORD BYLAW NO. 1805

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

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

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

1. By deleting from the CS1 (Service Commercial) Zone and adding to MU1A (Mixed Use Residential Commercial A) Zone the properties legally described as PARCEL A (DD 300197I) OF LOT A, SECTION 99, ESQUIMALT DISTRICT PLAN 13266, PID No. 000-024-503 (1064 Goldstream Avenue) in the portions as shown shaded on Plan No. 1 attached to and forming part of this Bylaw.
2. By adding the following to Table 1 of Schedule AD:

Zone	Bylaw No.	Legal Description	Amenity Contributions	Eligible for Reduction in Section 2 of Schedule AD (Column 5)
MU1A	1805	PARCEL A (DD 300197I) OF LOT A, SECTION 99, ESQUIMALT DISTRICT PLAN 13266, PID No. 000-024-503	a) \$2,850 per new unit created on the 1 st to 4th storeys of the building towards the General Amenity Reserve Fund; and b) \$1,425 per new unit created on the 5 th and 6th storeys of the building towards the General Amenity Reserve Fund; and c) \$712.50 per new unit created on the 7 th storey of the building towards the General Amenity Reserve Fund; and d) \$750 per new unit created towards the Affordable Housing Reserve Fund;	No

B. This Bylaw may be cited for all purposes as "Langford Zoning Bylaw, Amendment No. 546, (1064 Goldstream Avenue), 2018".

READ A FIRST TIME this 17^h day of September, 2018.

PUBLIC HEARING held this day of, 2018.

READ A SECOND TIME this day of, 2018.

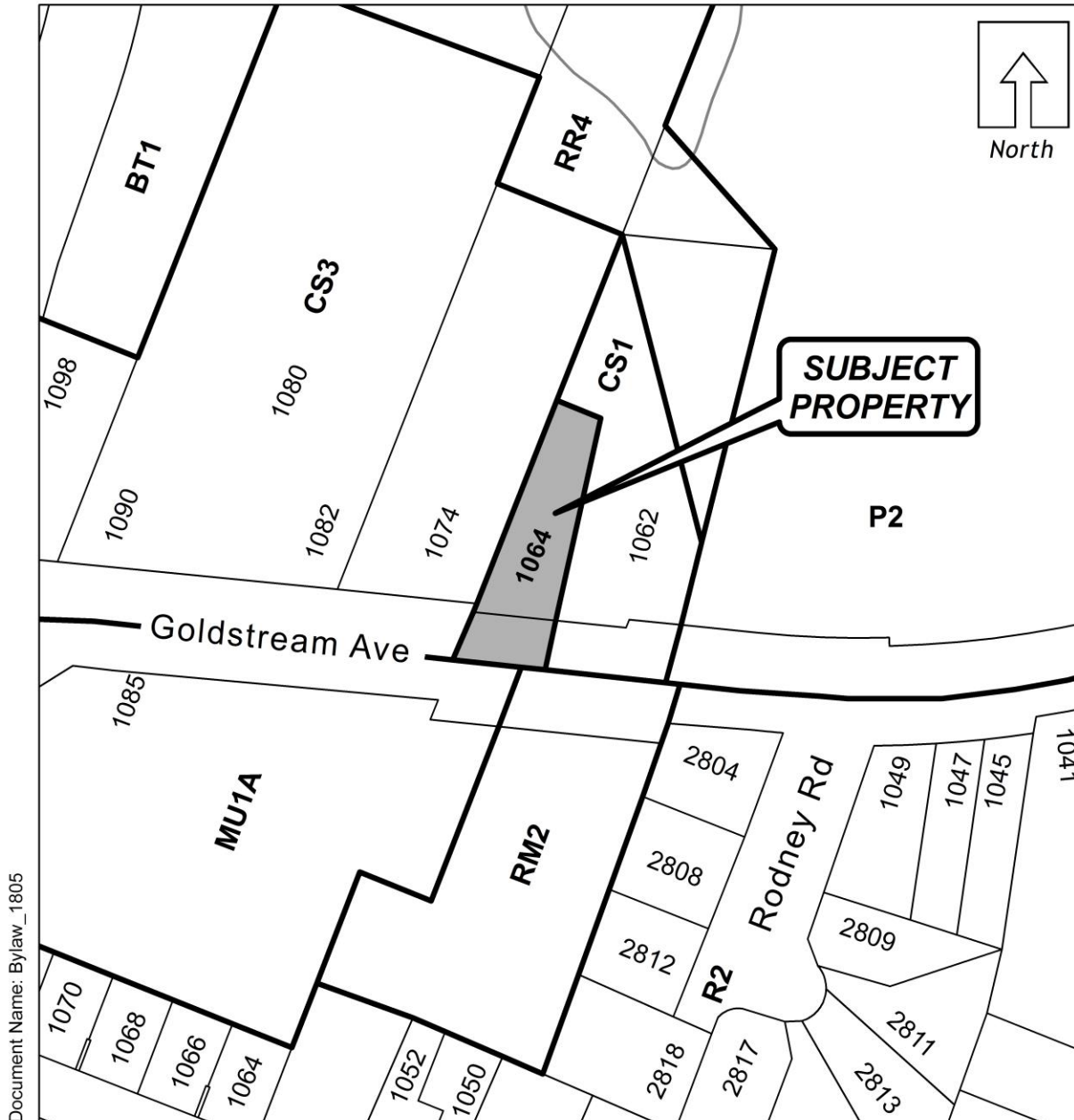
READ A THIRD TIME this day of, 2018.

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

ADOPTED this of, 2018.

MAYOR

(Certified Correct)
CORPORATE OFFICER

Schedule A

I HEREBY CERTIFY THIS TO BE A TRUE COPY
 OF PLAN No. 1 AS DESCRIBED
 IN SECTION A1 OF BYLAW No. 1805

 MAYOR

ADOPTION: _____

 CORPORATE OFFICER

Scale: N.T.S.

Last Revised: 9/12/2018

**CITY OF LANGFORD
BYLAW NO. 1808**

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

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

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

1. By deleting the existing text within subsection 6.27.01(5) and replacing it with the following:
“secondary suite in a one family dwelling on lots with areas greater than or equal to 550 m², except for on the property legally described as LOT 1, SECTION 116, ESQUIMALT DISTRICT, PLAN 22391, PID No. 003-239-276 (2786 Wenger Terrace) wherein the lot size may be equal to or greater than 400 m², in accordance with Section 3.08”;
2. By deleting from the R2 (One- and Two-Family Residential) Zone and adding to RS3 (Residential Small Lot 3) Zone the property legally described as LOT 1, SECTION 116, ESQUIMALT DISTRICT, PLAN 22391, PID No. 003-239-276 (2786 Wenger Terrace) in the portions as shown shaded on Plan No. 1 attached to and forming part of this Bylaw.
3. By adding the following to Table 1 of Schedule AD:

Zone	Bylaw No.	Legal Description	Amenity Contributions	Eligible for Reduction in Section 2 of Schedule AD (Column 5)
RS3	1808	LOT 1, SECTION 116, ESQUIMALT DISTRICT, PLAN 22391, PID No. 003-239-276 (Wenger Terrace)	a) \$660 towards the Affordable Housing Reserve Fund; b) \$3960 towards the General Amenity Fund	No

B. This Bylaw may be cited for all purposes as "Langford Zoning Bylaw, Amendment No. 548, (2786 Wenger Terr), 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.

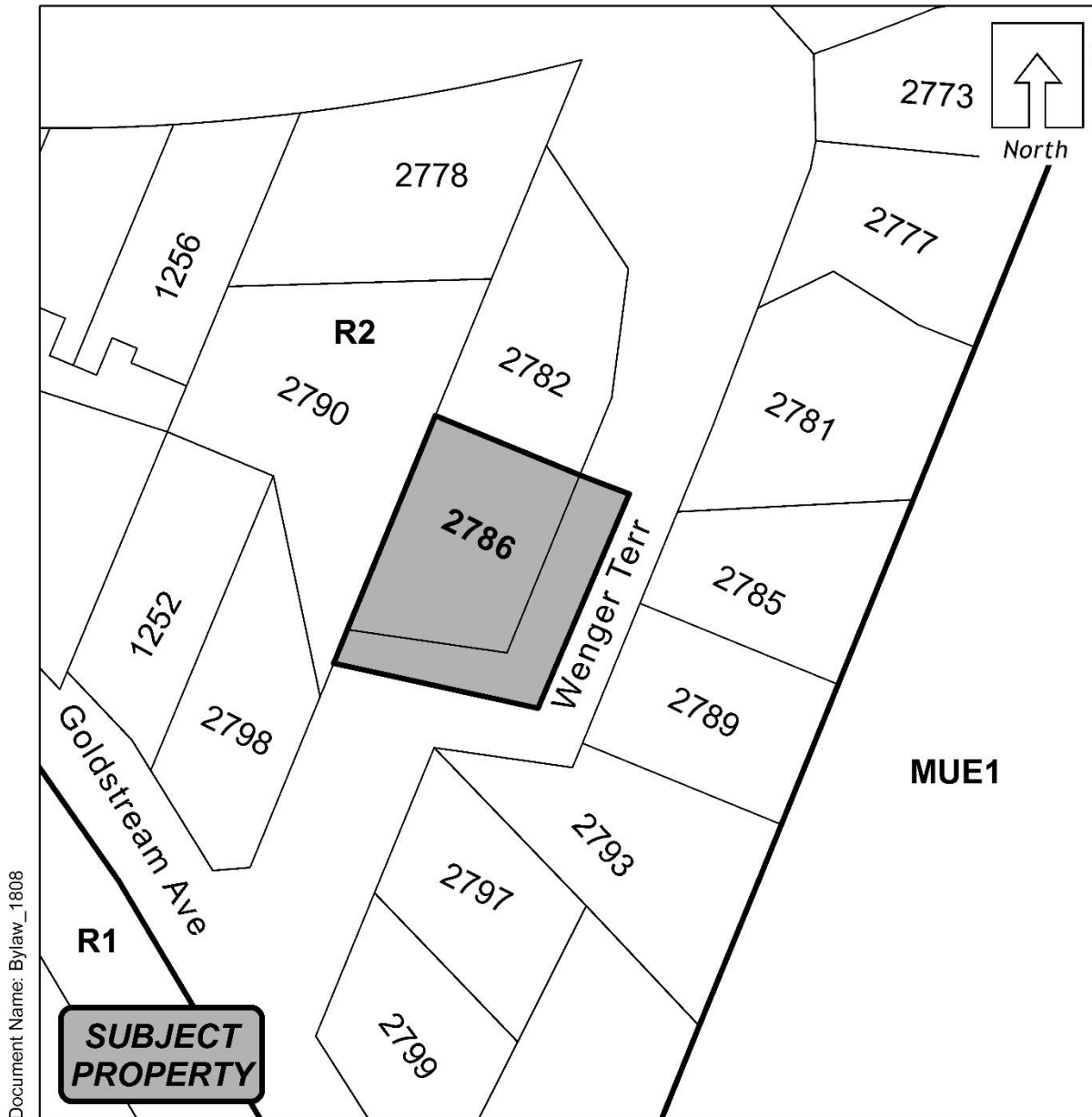
APPROVED BY THE MINISTRY OF TRANSPORTATION THIS day of , 2018.

ADOPTED this of, 2018.

MAYOR

(Certified Correct)
CORPORATE OFFICER

Schedule A



I HEREBY CERTIFY THIS TO BE A TRUE COPY
OF PLAN No. 1 AS DESCRIBED
IN SECTION A1 OF BYLAW No. 1808

MAYOR

ADOPTION: _____

CORPORATE OFFICER

Scale: N.T.S.

Last Revised: 9/13/2018

**CITY OF LANGFORD
BYLAW NO. 1811**

**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 6.01.02(4): "Notwithstanding subsection 6.01.02(1), a lot having an area not less than 3,000m² (0.74 acres) may be created from land legally described as: LOT 5, SECTIONS 98, 99 AND 100, METCHOSIN DISTRICT, PLAN 20923 EXCEPT PART IN PLAN VIP52592; AND LOT 5, BLOCK 3, SECTIONS 89, 97, 98, 99, 100, 100A, 101 AND 101A, METCHOSIN DISTRICT, PLAN 1817 EXCEPT PART IN PLAN VIP52253."

B. This Bylaw may be cited for all purposes as "Langford Zoning Bylaw, Amendment No. 551, (2961 and 2965 Sooke Rd), 2018".

READ A FIRST TIME this 26th day of September, 2018.

PUBLIC HEARING held this day of, 2018.

READ A SECOND TIME this day of, 2018.

READ A THIRD TIME this day of, 2018.

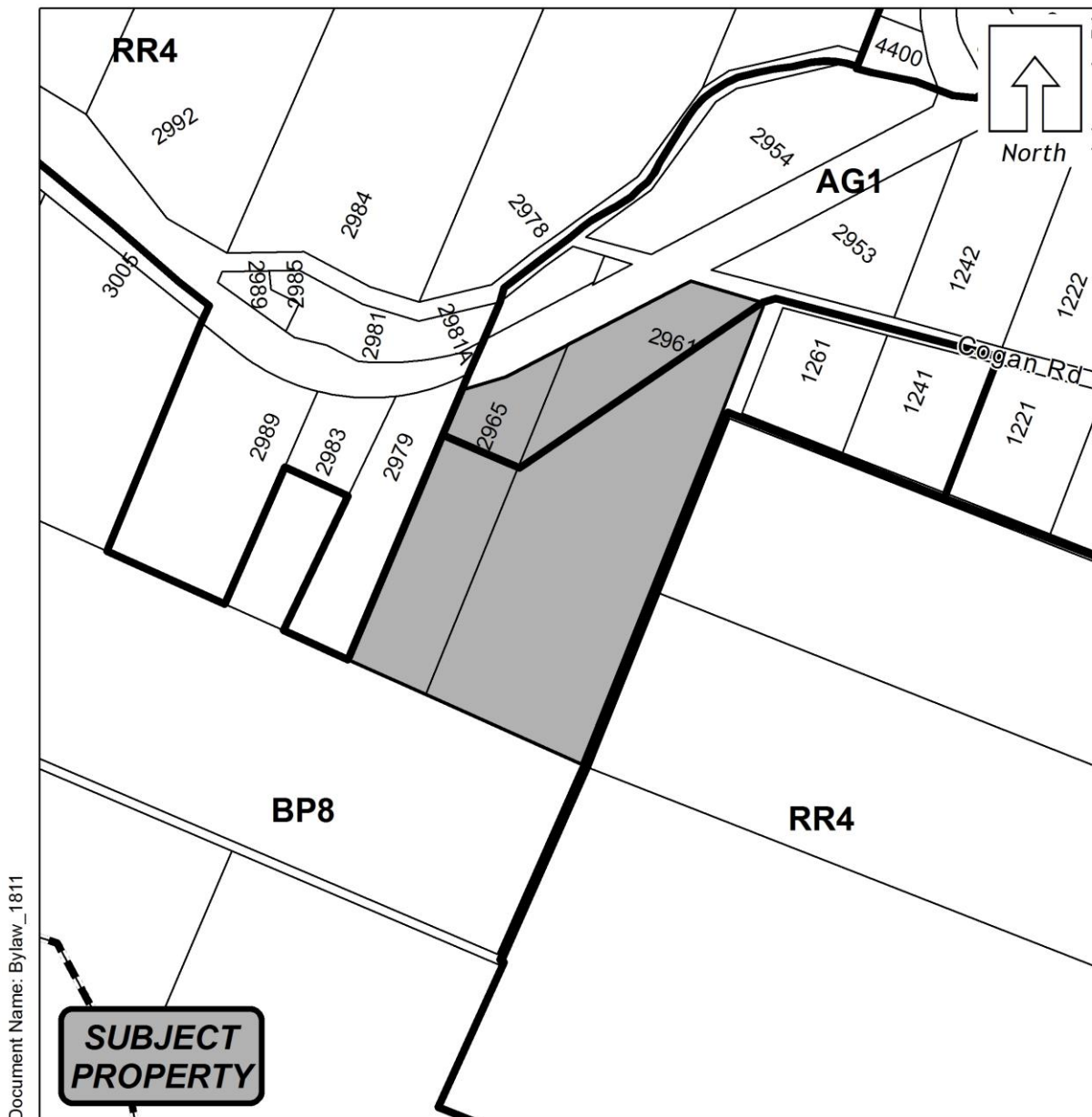
APPROVED BY THE MINISTRY OF TRANSPORTATION THIS day of , 2018.

ADOPTED this of, 2018.

MAYOR

(Certified Correct)
CORPORATE OFFICER

Schedule A



I HEREBY CERTIFY THIS TO BE A TRUE COPY
OF PLAN No. 1 AS DESCRIBED
IN SECTION A1 OF BYLAW No. 1811
ADOPTION:

MAYOR

CORPORATE OFFICER

Scale: N.T.S.

Last Revised: 9/20/2018

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 5th day of November, 2018

READ A SECOND TIME this 5th day of November, 2018

READ A THIRD TIME this 5th day of November, 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 5th day of November, 2018.

READ A SECOND TIME this 5th day of November, 2018.

READ A THIRD TIME this 5th day of November, 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



Staff Report to Council

Date: November 19, 2018
Department: Planning
Subject: Bylaw No. 1818 – Amendment 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 agreement to be registered on title must be authorized by Council via bylaw. Staff have received direction from the owner of a property within the Affordable Housing Program to commence the resale process, and as such have brought forward Bylaw No. 1818 to authorize the replacement of the existing housing agreements with the updated version.

The new housing agreement also states the new purchase price which is based off of the original purchase price plus \$2,000 for every full year after the first five years of ownership. The new purchase price of the condo is \$126,000.

Options

1. Give first, second, and third reading to Bylaw No. 1818

Or

2. Take no action at this time with respect to Bylaw No. 1818

Respectfully submitted,

Submitted by:	Julia Buckingham, Planner I
Concurrence:	Matthew Baldwin, MCIP, RPP Director of Planning and Acting Chief Administrative Officer
Concurrence:	Michael Dillabaugh, CPA, CA, Director of Finance
Concurrence:	Braden Hutchins, Director of Corporate Services

:jb

**CITY OF LANGFORD
BYLAW NO. 1818**

A BYLAW TO AUTHORIZE A HOUSING AGREEMENT

WHEREAS the City has entered into a housing agreement under s. 483 of the *Local Government Act* and registered against title as FB38003 pursuant to s. 219 of the *Land Title Act* to the property legally described as PID: 028-731-123, STRATA LOT 6 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 (#202 – 3309 Piper Rd) Bylaw No. 1818, 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 ____ day of November, 2018 is

BETWEEN:

HELEN KOPIN, 202 – 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 23 January, 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 **CIBC MORTGAGE INC.** (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 **CA2359707**.

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 #202-3309 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



City of Langford

www.cityoflangford.ca

November 19th, 2018

In-Camera Resolution

- a) That it is the opinion of Council that the public interest requires that persons other than members of Council and Officers be excluded from the meeting to consider confidential information regarding personal information about an identifiable individual, labour relations, land matters and the proposed provision of a municipal service under Section 90 (1) (a) (c) (e) and (k) of the Community Charter.
- b) That Council continue the meeting in closed session.