



Thursday, June 11, 2020

COUNCIL CHAMBERS - 1 CENTENNIAL SQUARE, VICTORIA BC

To be held immediately following the Committee of the Whole Meeting

The City of Victoria is located on the homelands of the Songhees and Esquimalt People

Due to the COVID-19 Pandemic, public access to City Hall is not permitted. This meeting may be viewed on the City's webcast at www.victoria.ca

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A report recommending:

- 1st, 2nd, and 3rd readings of:
 - Housing Agreement (11 Chown Place) Bylaw (2020) No. 20-038

The application is ready to proceed to an Opportunity for Public Comment and proposes a new four storey multi-unit residential building.

E.2	<u>Bylaw for 1009 Southgate Street: Heritage Designation Application No. 000190</u>	23
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A report recommending:

- 1st and 2nd readings of:
 - Heritage Designation (1009 Southgate Street) Bylaw No. 20-073

The application is ready to proceed to Public Hearing and proposes to designate the property located at 1009 Southgate Street as a Municipal Heritage Site.

F. CLOSED MEETING

MOTION TO CLOSE THE JUNE 11, 2020 COUNCIL MEETING TO THE PUBLIC

That Council convene a closed meeting that excludes the public under Section 90 of the *Community Charter* for the reason that the following agenda items deal with matters specified in Sections 90(1) and/or (2) of the *Community Charter*, namely:

Section 90(1) A part of a council meeting may be closed to the public if the subject matter being considered relates to or is one or more of the following:

Section 90(1)(c) labour relations or other employee relations;

Section 90(1)(g) litigation or potential litigation affecting the municipality; and

Section 90(1)(i) the receipt of advice that is subject to solicitor-client privilege, including communications necessary for that purpose.

G. APPROVAL OF CLOSED AGENDA

H. READING OF CLOSED MINUTES

I. UNFINISHED BUSINESS

J. CORRESPONDENCE

K. NEW BUSINESS

K.1 Legal Advice - Community Charter Section 90(1)(i)

*K.2 Litigation - Community Charter Section 90(1)(g)

Addendum

K.3 Employee Relations - Community Charter Section 90(1)(c)

L. CONSIDERATION TO RISE & REPORT

M. ADJOURNMENT

“WORLD REFUGEE DAY”

WHEREAS: *World Refugee Day, 20 June every year, is dedicated to bringing attention to the plight of the world's refugees; and the City of Victoria is extremely proud of our long, successful history of welcoming, settling, retaining, and continuing to welcome refugees to our community; and*

WHEREAS: *Canada is signatory to the 1951 Convention and its 1967 Protocol; and*

WHEREAS: *in 2000, the United Nations General Assembly established June 20th as World Refugee Day; Since 2001, people have celebrated the day with events that honour the world's more than 25.9 million refugees and raise awareness around refugee issues; and*

WHEREAS: *on 20 June 2020, the City of Victoria and its people join the rest of the world as they commemorate the strength, courage, and resilience of millions of refugees.*

NOW, THEREFORE *I do hereby proclaim Saturday, June 20th, 2020 as “***WORLD REFUGEE DAY***” on the HOMELANDS of the Lekwungen speaking SONGHEES AND ESQUIMALT PEOPLE in the CITY OF VICTORIA, CAPITAL CITY of the PROVINCE of BRITISH COLUMBIA*

IN WITNESS WHEREOF, *I hereunto set my hand this June 11th, Two Thousand and Twenty.*

**LISA HELPS
MAYOR
CITY OF VICTORIA
BRITISH COLUMBIA**

Sponsored by:
*Fiona Bramble
Here Magazine
Victoria, BC*

“INTERNATIONAL MEDICAL CANNABIS DAY”

WHEREAS *Cannabis has been used as a medicine since the beginning of recorded history; and*

WHEREAS *Governments around the world have commissioned many large, comprehensive studies on medical cannabis, with everyone today recommending legalization, decriminalization and/or more research; and*

WHEREAS *Science is proving that cannabis is an anti-inflammatory, muscle relaxant, anti-biotic, anti-septic, anti-fungal, anti-emetic, and a pain reliever, amongst other medical benefits; and*

WHEREAS *Courts have recognized basic human rights include the right to access to cannabis for people suffering from incurable diseases and chronic pain; and*

WHEREAS *Governments and community groups around the world are growing, distributing and researching cannabis for medical purposes.*

NOW, THEREFORE *I do hereby proclaim Thursday, June 11th, 2020 as
“INTERNATIONAL MEDICAL CANNABIS DAY” on the
HOMELANDS of the Lekwungen speaking SONGHEES AND
ESQUIMALT PEOPLE in the CITY OF VICTORIA, CAPITAL CITY of
the PROVINCE of BRITISH COLUMBIA.*

IN WITNESS WHEREOF, *I hereunto set my hand this June 11th, Two Thousand and
Twenty.*

**LISA HELPS
MAYOR
CITY OF VICTORIA
BRITISH COLUMBIA**

Sponsored by:
*Ted Smith
Victoria Cannabis Buyers Club
Victoria, BC*

“WORLD REFRIGERATION DAY”

- WHEREAS** *the heating, ventilation, air conditioning, refrigeration, and water heating industry employs over 38 thousand people in Canada; and*
- WHEREAS** *refrigeration technology is used to preserve and enable the transport of food and medicine, provide thermal conditioning for critical applications and comfort, and improve air quality through ventilation, thus allowing society to live, travel and work safely and comfortably; and*
- WHEREAS** *World Refrigeration Day raises awareness about the importance of refrigeration technologies in everyday life; and*
- WHEREAS** *the second annual World Refrigeration Day celebrated this year, recognizes the significance of cold chain technology, which ensures the proper handling, transport and storage of perishable pharmaceutical and food products, that are used to keep people healthy around the world through its ability to control temperature, carbon dioxide, oxygen, and humidity levels; and*
- WHEREAS** *World Refrigeration Day is recognized by ASHRAE, the United Nations Environment Program, and more than 60 organizations, corporations and government agencies dedicated to raising public awareness of Refrigeration’s positive contributions to quality of life; and*
- WHEREAS** *ASHRAE sets standards and guidelines for the heating, ventilation, air conditioning and refrigeration industry, in addition to certifying and educating people in the industry across the country; and*
- WHEREAS** *the Vancouver Island Chapter of ASHRAE acknowledges the impact of the heating, ventilation, air conditioning, refrigeration, and water heating industry across the entire region of Vancouver Island, in honour of World Refrigeration Day, observed June 26, 2020.*

NOW, THEREFORE I do hereby proclaim Friday, June 26th, 2020 as “**WORLD REFRIGERATION DAY**” on the **HOMELANDS** of the **Lekwungen** speaking **SONGHEES AND ESQUIMALT PEOPLE** in the **CITY OF VICTORIA**, **CAPITAL CITY** of the **PROVINCE** of **BRITISH COLUMBIA**

IN WITNESS WHEREOF, I hereunto set my hand this June 11th, Two Thousand and Twenty.

LISA HELPS
MAYOR
CITY OF VICTORIA
BRITISH COLUMBIA

Sponsored by:
Daryl Collerman
ASHRAE Government Affairs Regional Chair
Nanaimo, BC

“LONGEST DAY OF SMILES”

- WHEREAS** *Operation Smile Canada announces 20 June 2020 as the Longest Day of SMILES to celebrate the joy of providing smiles to children born with cleft conditions in low- and middle- income countries; and*
- WHEREAS** *Today, Operation Smile is a global medical charity helping to improve the health and lives of children in more than 60 countries. We have provided more than 300,000 children and young adults born with cleft lip, cleft palate and other facial differences with free life-changing surgical procedures and dental care. We train doctors and local medical professionals, donate medical equipment and supplies and provide year-round medical treatments through a network of comprehensive care centres; and*
- WHEREAS** *While the world flattens the COVID-19 Curve, there is a longer line-up for kids born with cleft conditions growing everyday. Every three minutes a child is born with a cleft lip, a cleft palate, or both. This statistic does not change—even during a pandemic; and*
- WHEREAS** *We believe that every children suffering from cleft conditions deserves exceptional surgical care. We dream of a world where no child suffers from lack of access to safe surgery; and*
- WHEREAS** *The Longest Day of SMILES will bring together Canadians from across the nation to share smiles, with each other and with children born with cleft conditions in low- and middle- income countries. Now, more than ever, we all need a reason to smile; and*
- WHEREAS** *On 20 June 2020, we join Operation Smile Canada in smiling from sun up to sun down, and celebrate changing children’s lives by providing them with life saving cleft lip and palate surgeries.*

NOW, THEREFORE I do hereby proclaim Saturday, June 20th, 2020 as **“THE LONGEST DAY OF SMILES”** on the HOMELANDS of the Lekwungen speaking **SONGHEES AND ESQUIMALT PEOPLE** in the **CITY OF VICTORIA**, **CAPITAL CITY** of the **PROVINCE of BRITISH COLUMBIA**

IN WITNESS WHEREOF, I hereunto set my hand this June 11th, Two Thousand and Twenty.

LISA HELPS
MAYOR
CITY OF VICTORIA
BRITISH COLUMBIA

Sponsored by:
Hilary Evans
Operation Smile Canada
Toronto, ON

COMMITTEE OF THE WHOLE REPORT
FROM THE MEETING HELD MAY 28, 2020

For the Council meeting of June 11, 2020, the Committee recommends the following:

E.1 1475 Fort Street - Development Permit with Variance Application No. 00120 (Rockland)

Subject to the applicant undertaking a CALUC community meeting that includes mail notices to owners and occupiers within 50 metres of the subject property and subject to staff providing an update report to COTW along with a revised motion reflecting any changes to the proposal.

That, subject to the preparation and execution of the following legal agreements in a form satisfactory to the City Solicitor:

- a. A Housing Agreement to secure rental tenure of the dwelling units in perpetuity while allowing all or a portion of the dwelling units to be leased to a third party housing provider for non-market housing, to the satisfaction of the Director of Sustainable Planning and Community Development
- b. A Section 219 covenant to ensure that the dwelling units are not strata titled, to the satisfaction of the Director of Sustainable Planning and Community Development
- c. A Section 219 covenant to secure a Statutory Right-of-Way of 0.72m along Fort Street, to the satisfaction of the Director of Engineering and Public Works.
- d. An agreement to secure sixteen car share memberships, to the satisfaction of the Director of Engineering and Public Works.

That Council, after giving notice and allowing an opportunity for public comment at a meeting of Council, consider the following motion:

“That Council authorize the issuance of Development Permit with Variance Application No. 00120 for 1475 Fort Street, in accordance with:

1. Plans date stamped April 8, 2020
2. Development meeting all Zoning Regulation Bylaw requirements, except for the following variances:
 - i. reduce the vehicle parking from 45 stalls to 26 stalls;
 - ii. reduce the visitor parking from 3 stalls to 2 stalls;
 - iii. increase the building height from 12 metres to 14.39 metres;
 - iv. reduce the front setback from 10.5 metres to 1.81 metres
 - v. reduce the rear setback from 7.2 metres to 3.96 metres
 - vi. reduce the east side yard setback from 7.2 metres to 3.05 metres
 - vii. reduce the west side yard setback from 7.2 metres to 3.86 metres
 - viii. increase the site coverage from 40 percent to 47 percent
 - ix. allow for an accessory structure to be located in the front yard rather than the rear yard
3. The Development Permit lapsing two years from the date of this resolution.”

F.1 COVID-19 Update (Verbal)

That the report from the City Manager be received for information.

F.2 Festival Investment Grant Report

That Council direct staff to:

1. Report back with 2020 Festival Investment Grant recommendations based on organizations' programming intentions outlined in their grant applications
2. Require recipients to observe provincial health orders in their planning and delivery of cultural programming

3. Require recipients to submit final reports detailing how funds were used to pay artists, deliver cultural programming and engage audiences by December 31, 2020.

F.3 Tree Preservation Bylaw Update

That Council direct staff to prepare a new Tree Protection Bylaw generally consistent with this report in order to:

- a. Differentiate permit applicant types and requirements according to the complexity and magnitude of projects
- b. Clarify information required from applicants for tree removal permit applications
- c. Define tree retention and replacement requirements to maintain a stable or expanding tree canopy, consisting of new tree replacement ratios, tree planting standards, and tree density targets
- d. Update the requirements for security deposits and update tree permit application fees
- e. Require modification or relocation of proposed building footprints or structures within the zoning setbacks, to retain protected trees
- f. Establish transition provisions to apply the new bylaw in order to minimize impacts to existing applications
- g. Repeal the existing Tree Preservation Bylaw No. 05-106.

SPECIAL COMMITTEE OF THE WHOLE REPORT
FROM THE MEETING HELD JUNE 4, 2020

For the Council meeting of June 11, 2020, the Committee recommends the following:

J.1 Create Victoria Progress Report

That Council receive this report for information.

J.2 Curbside Fees for Parking Stands and Yellow Curb Use

That Council:

1. Approve the suspension of Parking Stand fees for Horse Drawn Carriages for 2020
2. Approve the suspension of Parking Stand fees for Sightseeing vehicles for 2020.

COMMITTEE OF THE WHOLE REPORT
FROM THE MEETING HELD JUNE 11, 2020

For the Council meeting of June 11, 2020, the Committee recommends the following:

I.3 Parks and Recreation COVID-19 Recovery Plan

That Council approve the Parks and Recreation COVID-19 Recovery Plan (Attachment A), with implementation commencing on June 12, 2020.

I.4 Proposed Adjustments to Parking Fees

That Council:

1. Extend the reduced parking fees as follows:
 - a. Reduced rates in all parkades:
 - i. Daily rate - \$1 per hour with the 1st hour free
 - ii. Monthly rate - \$85
 - iii. Daily rate maximum of \$5 in all parkades excluding the Yates Street Parkade and Centennial Square Parkade, which would have a maximum of \$9 per day
 - b. Reduced on-street metered rates:
 - i. In the 90 minute zone- \$2 per hour, and reinstate the time limit to 90 minutes
 - ii. All other zones- \$1 per hour, with no time limits
 - c. Reduced parking lot rates - \$1 per hour with a \$5 daily maximum
 - d. Suspend enforcement of unmetered time-limited zones, except for 30 minute zones
2. Direct staff to report back as soon as parking capacity becomes a challenge with proposed policy changes for Council's consideration.

K.2 Council Member Motion - Welcoming Cities Task Force

1. That Council allocated \$40,000 from the Mayor and Council travel budget to the Welcoming Cities Initiative.
2. That Council direct staff to extend the application phase for three more weeks and promote the opportunity to submit applications

COMMITTEE OF THE WHOLE REPORT
FROM THE MEETING HELD JUNE 11, 2020

For the Council meeting of June 18, 2020, the Committee recommends the following:

D.1 Greater Victoria Harbour Authority Member Representative Appointment

That Council request that the Mayor write to the Greater Victoria Harbour Authority indicating that Council's proposed appointee for 2021, Councillor Dubow, will remain as Council's appointee.

E.1 1314 and 1318 Wharf Street - Rezoning Application No. 00701 and Heritage Alteration Permit with Variances No. 00236 (Downtown)

That Council refer the application back to staff with the direction that the application adheres more to the heritage and old town guidelines.

I.1 Victoria Police Triannual Update - Period 1

That Council receive the report for information.

E.2 1601-1609 Douglas Street (Fairfield Hotel) Housing Grant (Downtown)

That Council:

1. Instruct the Director of Sustainable Planning and Community Development to notify Pacifica that:
 - a. Pacifica is required to repay its dispersed housing grant of \$250,000, pro-rated to the amount remaining on September 15, 2019 (\$162,500), in accordance with the Grant Agreement dated December 17, 2017;
 - b. No further funds will be provided under the existing Housing Grant Agreement due to Pacifica terminating operations of the Fairfield Hotel;
 - c. Any funds remaining in Pacifica's accounts will be converted to an extraordinary circumstances grant, and no further funds will be provided for the Fairfield Hotel.
2. Instruct the City Solicitor to:
 - a. Prepare a new extraordinary circumstances grant agreement from the 2020 contingency budget in an amount equivalent to the housing grant returned to the City (\$162,500), to allow Pacifica to spend the balance remaining (\$162,500 less operating funds spent since September 2019) to:
 - i. Operate the hotel until such time as all tenants requesting to be relocated have moved from the building;
 - ii. rehouse any tenant requesting to move from the Fairfield Hotel;
 - b. Include in this agreement the following provisions:
 - i. This shall be a one-time only grant for extraordinary circumstances;

- ii. This grant agreement covers a conversion of funds remaining from those dispersed in December 2017 and no cash payment shall be issued to Pacifica;
- iii. Any further requests for funding should be directed to appropriate funding bodies such as BC Housing;
- iv. The grant is provided to cover such costs as:
 - 1. Operational costs at the Fairfield Hotel until such time as Pacifica ceases operation at the building;
 - 2. Relocation costs, including moving costs, furnishing, household goods and food for tenants currently residing at the Fairfield Hotel;
 - 3. Temporary rental supplements for tenants moving to new self contained housing units;
- v. A project budget shall be provided;
- vi. Any funding deficits will not be covered by the City under any circumstances;
- vii. A final report will be required, including the provision of audited financial statements, no later than June 15, 2021;
- viii. Any grant funds indicated on these financial statements as not spent or earmarked for rental supplements by June 15, 2021 shall be repaid to the City by September 15, 2021;
- 3. Direct staff to release all funds held in trust for the Fairfield Hotel back into the Victoria Housing Fund for use in other affordable housing projects.

E.3 CALUC Community Meetings during COVID-19 Pandemic

That Council direct staff to bring forward amendments to the Land Use Procedures Bylaw and any necessary Council resolutions to enable posting of development application plans on the Development Tracker while maintaining current notification requirements, as a substitute for the current Community Association Land Use Committee Community Meeting in response to the COVID-19 pandemic.

I.2 COVID-19 Update (Verbal)

That Council receive the verbal update from the City Manager for information.

K.1 Council Member Motion - Late Items for the Agendas

That Council direct staff to bring forward amendments to the Council Procedures Bylaw so that:

- 1. Council member motions must be submitted by the Monday by 11am to be included in the current week's agenda.
- 2. Any late motions submitted after this time will be put into a new section of the agenda called "Late Items".
- 3. At the beginning of COTW meeting Council will vote on each late item to decide whether it will be included in the meeting. To have a motion added will require a majority vote of members present at the meeting.

COMMITTEE OF THE WHOLE REPORT
FROM THE MEETING HELD JUNE 11, 2020

For the Council meeting of July 2, 2020, the Committee recommends the following:

K.1 Council Member Motion - Late Items for the Agendas

That this matter be reviewed as part of the governance review



Council Report

For the Meeting of June 11, 2020

To: Council
From: C. Coates, City Clerk
Date: June 4, 2020
Subject: 11 Chown Place: Development Permit with Variances Application No. 00132

RECOMMENDATION

That the following bylaw be given first, second, and third readings:

1. Housing Agreement (11 Chown Place) Bylaw (2020) No. 20-038

BACKGROUND

Attached for Council's initial consideration is a copy of the proposed Bylaw No. 20-038.

The issue came before Council on February 27, 2020 where the following resolution was approved:

11 Chown Place: Development Permit with Variances Application No. 00132

That, subject to the preparation and execution of a legal agreement to ensure the dwelling units remain rental in perpetuity, to the satisfaction of the Director of Sustainable Planning and Community Development, that Council, after giving notice and allowing an opportunity for public comment at a meeting of Council, consider the following motion:

"That Council authorize the issuance of Development Permit with Variance Application No. 00132 for 11 Chown Place, in accordance with:

1. Plans date stamped December 20, 2019.
2. Development meeting all Zoning Regulation Bylaw requirements, except for the following variances:
 - i. increase the building height from 11 m to 12.57m;
 - ii. increase the number of storeys from 2 to 4;
 - iii. reduce the horizontal distance between existing Building J and the proposed multi-unit residential building from 12.19m to 9.66m;
 - iv. reduce the horizontal distance between existing Building K and the proposed multi-unit residential building from 12.19m to 8.64m;
 - v. reduce the horizontal distance between existing Building L and the proposed multi-unit residential building from 12.19m to 10.34m;
 - vi. reduce the horizontal distance between the proposed multi-unit residential building and proposed cistern from 12.19m to 0.69m;
 - vii. reduce the horizontal distance between the west side of the proposed multi-unit residential building and surface parking spaces from 6m to 2.40m;
 - viii. reduce the horizontal distance between the east side of the proposed multi-unit residential building and surface parking spaces from 6m to 3.29m;

- ix. reduce the horizontal distance between the north side of the proposed multi-unit residential building and surface parking spaces from 6m to 3.14m.
3. Discharge existing Section 219 Covenant (Registration No. L3326) from title, to the satisfaction of the Director of Sustainable Planning and Community Development.
4. The Development Permit lapsing two years from the date of this resolution."

Respectfully submitted,



Chris Coates
City Clerk

Report accepted and recommended by the City Manager:



Date: June 5, 2020

List of Attachments:

- Bylaw No. 20-038

HOUSING AGREEMENT
(Pursuant to section 483 of the *Local Government Act*)

BETWEEN:

THE CORPORATION OF THE CITY OF VICTORIA
#1 Centennial Square
Victoria, B.C. V8W 1P6

(the "City")

AND:

THE GORGE VIEW SOCIETY
Inc. No. S0004996
11 Chown Place
Victoria, BC V9A 1H5

(the "Owner")

WHEREAS:

- A. Capitalized terms used herein will have the respective meanings ascribed to them in section 1.1 of this Agreement, unless the context otherwise clearly requires or they are elsewhere defined herein.
- B. Under section 483 of the *Local Government Act* the City may, by bylaw, enter into a housing agreement with an owner regarding the occupancy of the housing units identified in the agreement, including but not limited to terms and conditions referred to in section 483(2) of the *Local Government Act*.
- C. The Owner is the registered owner in fee simple of lands in the City of Victoria, British Columbia, with a civic address of 11 Chown Place, Victoria, B.C. and legally described as:

PID:005-066-999
Lot A (DD 270373I) Section 10 and 11, Victoria District Plan 11749

(the "Lands").
- D. The Owner has applied for a Development Permit with variances to permit a four-storey multi-residential building consisting of approximately 58 rental dwelling units in accordance with this Agreement.
- E. The City and the Owner wish to enter into this Agreement, as a housing agreement pursuant to section 483 of the *Local Government Act*, to secure the agreement of the Owner that all Dwelling Units within the Development on the Lands will be used and held only as rental housing.

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1426916-1

NOW THIS AGREEMENT WITNESSES that pursuant to section 483 of the *Local Government Act*, and in consideration of the premises and covenants contained in this agreement (the "**Agreement**"), the parties agree each with the other as follows:

1.0 DEFINITIONS

1.1 In this Agreement:

"Business Day" means Monday to Friday, other than any such day which is a statutory holiday in Victoria, British Columbia;

"Development" means the new 58 unit building consisting of residential housing and related facilities on the Lands;

"Dwelling Units" means any or all, as the context may require, of the 58 self-contained residential dwelling units within the Development and includes any dwelling unit that is developed on the Lands in future, whether as part of the Development or otherwise, and **"Dwelling Unit"** means any of such residential dwelling units located on the Lands;

"Immediate Family" includes a person's spouse, child, grandchild, parent, grandparent, sibling, niece and nephew, and includes the Immediate Family of the person's spouse;

"Non-owner" means a person other than a Related Person or the Owner;

"Owner" includes a person who acquires an interest in the Lands or any part of the Lands or the Development and is thereby bound by this Agreement, as referred to in section 8.3;

"Related Person" includes, where the registered or beneficial owner of the Lands or Dwelling Unit, as applicable, is:

(a) a corporation or society:

- (i) an officer, director, shareholder, or member of such corporation or society, or of another entity which is a shareholder or member of such corporation or society; or
- (ii) an Immediate Family of a person to whom paragraph (i) applies, or

(b) an individual, an Immediate Family of the registered or beneficial owner;

"Strata Corporation" means, for the portions of the Lands or any building on the Lands that is subdivided under the *Strata Property Act*, a strata corporation as defined in that Act, including the Owner while in control of the strata corporation and subsequently the individual strata lot owners collectively acting as the strata corporation.

"Tenancy Agreement" means a tenancy agreement pursuant to the *Residential Tenancy Act* that is regulated by that Act.

2.0 DWELLING UNITS TO BE USED AND OCCUPIED ONLY AS RENTAL UNITS

- 2.1** The Owner covenants and agrees that the Dwelling Units shall only be used as rental housing in perpetuity, and for that purpose shall only be occupied by a Non-owner under the terms of a Tenancy Agreement between the Owner and the Non-owner who occupies the Dwelling Unit.

3.0 NO RESTRICTIONS ON RENTALS

- 3.1** The Owner covenants and agrees that the Owner shall not take any steps, or enter into any agreements, or impose any rules or regulations whatsoever, the effect of which would be to prevent or restrict the Owner of a Dwelling Unit from renting that Dwelling Unit to a Non-owner under the terms of a Tenancy Agreement.
- 3.2** Without limiting the generality of section 3.1, the Owner covenants and agrees that it will not make application to deposit a strata plan for or in respect of the Lands or a building on the Lands unless the strata bylaws in no way restrict rental of any Dwelling Unit to a Non-owner under the terms of a Tenancy Agreement.
- 3.3** For clarity, nothing in this Agreement shall be interpreted as restricting the Owner from entering into subsequent agreements that restrict rentals to certain classes of persons where such restrictions are permitted by law.

4.0 REPORTING

- 4.1** The Owner covenants and agrees to provide to the City's Director of Sustainable Planning and Development, within thirty (30) days of the Director's written request, a report in writing confirming that:

- (a) all Dwelling Units are being rented to Non-owners or are vacant, and
- (b) all other requirements of this Agreement are being complied with by the Owner and the Development,

along with such other information as may be requested by the Director from time to time.

- 4.2** The Owner hereby authorizes the City to make such inquiries as it considers necessary in order to confirm that the Owner is complying with this Agreement.
- 4.3** The Owner acknowledges that it is within the City's sole discretion to consent or not to consent to modifications of this Agreement and that such consent may be withheld for any reason.

5.0 NOTICE TO BE REGISTERED IN LAND TITLE OFFICE

- 5.1** Notice of this Agreement (the "Notice") will be registered in the Land Title Office by the City at the cost of the Owner in accordance with section 483 of the *Local Government Act*, and this Agreement is binding on the parties to this Agreement as well as all persons who acquire an interest in the Lands after registration of the Notice.

6.0 LIABILITY

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1426916-1

- 6.1** The Owner agrees to indemnify and saves harmless the City and each of its elected and appointed officials, employees and agents and their respective administrators, successors and permitted assigns, of and from all claims, demands, actions, damages, costs and liabilities, which all or any of them shall or may be liable for or suffer or incur or be put to by reason of or arising out of failure of the Owner to comply with the terms and conditions of this Agreement, or otherwise that would not have arisen "but for" this Agreement.
- 6.2** The Owner hereby releases and forever discharges the City and each of its elected and appointed officials, employees and agents and their respective administrators, successors and permitted assigns, of and from any and all claims, demands, actions, damages, economic loss, costs and liabilities which the Owner now has or hereafter may have with respect to or by reason of or arising out of the fact that the Lands are encumbered by and affected by this Agreement, or otherwise that would not have arisen "but for" this Agreement.

7.0 SUBDIVISION

- 7.1 Release of Notice on Subdivision.** If the portion of the Lands containing the Development is subdivided and any of the parcels created as a result of such subdivision do not contain any of the Dwelling Units (each, a "Subdivided Parcel"), this Agreement shall be deemed to be automatically modified such that it no longer applies to each Subdivided Parcel and the owner of such Subdivided Parcel may apply to the City to release the Notice (as defined in section 5.1) from title to the Subdivided Parcel. The City agrees to execute and deliver a release of this Housing Agreement from title to the Subdivided Parcel, provided however that: (a) the City will have no obligation to execute any such release until a written request therefor from the owner of the Subdivided Parcel has been received by the City, which request will include the form of release in registerable form; (b) the cost of preparation of such release and the cost of registration of same in the Land Title Office will be paid by the Owner; and (c) the City will have a reasonable time within which to execute such release and return the same to the Owner for registration.

8.0 GENERAL PROVISIONS

- 8.1 NOTICE.** If sent as follows, notice under this Agreement is considered to be received:
- (a) upon confirmation of delivery by Canada Post if sent by registered mail,
 - (b) on the next Business Day if sent by facsimile or email with no notice of failure to deliver being received back by the sender, and
 - (c) on the date of delivery if hand-delivered, and

in the case of the City, addressed to:

City of Victoria
#1 Centennial Square
Victoria, BC V8W 1P6

Attention: Director of Sustainable Planning and
Community Development

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Fax: 250-361-0386
Email: khoese@victoria.ca

and in the case of the Owner, addressed to:

The Gorge View Society
11 Chown Place
Victoria, BC V9A 1H5

Attention: Operations Manager
Email: gorgeview@shaw.ca

or upon registration of a strata plan for the Lands, to the Strata Corporation, and to the Owner of any Dwelling Unit that is subject to the restrictions under section 2.1.

If a party identifies alternate contact information in writing to another party, notice is to be given to that alternate address.

If normal mail, email or facsimile service is interrupted by strike, work slowdown, force majeure, or other cause,

- (d) notice sent by the impaired service is considered to be received on the date of delivery, and
- (e) the sending party must use its best efforts to ensure prompt receipt of a notice by using other uninterrupted services, or by hand-delivering the notice.

8.2 TIME. Time is of the essence of this Agreement.

8.3 BINDING EFFECT. This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors, and permitted assignees. In accordance with section 483(6) of the *Local Government Act*, this Agreement and all obligations hereunder is binding on all who acquire an interest in the Lands, and the Owner only during the Owner's ownership of any interest in the Lands, and with respect only to that portion of the Lands of which the Owner has an interest.

8.4 WAIVER. The waiver by a party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement is not to be construed as a waiver of any future or continuing failure, whether similar or dissimilar.

8.5 HEADINGS. The division of this Agreement into articles and sections and the insertion of headings are for the convenience of reference only and will not affect the construction or interpretation of this Agreement.

8.6 LANGUAGE. Words importing the singular number only will include the plural and vice versa, words importing the masculine gender will include the feminine and neuter genders and vice versa, and words importing persons will include individuals, partnerships, associations, trusts, unincorporated organizations and corporations and vice versa.

- 8.7 LEGISLATION.** Reference to any enactment includes any regulations, orders or directives made under the authority of that enactment, and is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced, unless otherwise expressly provided.
- 8.8 EQUITABLE REMEDIES.** The Owner acknowledges and agrees that damages would be an inadequate remedy for the City for breach of this Agreement and that the public interest strongly favours specific performance, injunctive relief (mandatory or otherwise), or other equitable relief, as the only adequate remedy for a default under this Agreement
- 8.9 CUMULATIVE REMEDIES.** No remedy under this Agreement is to be deemed exclusive but will, where possible, be cumulative with all other remedies at law or in equity.
- 8.10 ENTIRE AGREEMENT.** This Agreement when executed will set forth the entire agreement and understanding of the parties as at the date it is made.
- 8.11 FURTHER ASSURANCES.** Each of the parties will do, execute, and deliver, or cause to be done, executed, and delivered all such further acts, documents and things as may be reasonably required from time to time to give effect to this Agreement.
- 8.12 AMENDMENT.** This Agreement may be amended from time to time, by consent of the Owner and a bylaw duly passed by the Council of the City and thereafter if it is signed by the City and the Owner.
- 8.13 LAW APPLICABLE.** This Agreement is to be construed in accordance with and governed by the laws applicable in the Province of British Columbia.
- 8.14 NO DEROGATION FROM STATUTORY AUTHORITY.** Nothing in this Agreement shall:
- (a) limit, impair, fetter or derogate from the statutory powers of the City all of which powers may be exercised by the City from time to time and at any time to the fullest extent that the City is enabled and no permissive bylaw enacted by the City, or permit, licence or approval, granted, made or issued thereunder, or pursuant to statute, by the City shall estop, limit or impair the City from relying upon and enforcing this Agreement; or
 - (b) relieve the Owner from complying with any enactment, including the City's bylaws, or any obligation of the Owner under any other agreement with the City.
- 8.15 SEVERABILITY.** If any section, term or provision of this Agreement is found to be partially or wholly illegal or unenforceable, then such sections or parts will be considered to be separate and severable from this Agreement and the remaining sections or parts of this Agreement, as the case may be, will be unaffected thereby and will remain and be enforceable to the fullest extent permitted by law as though the illegal or unenforceable parts or sections had never been included in this Agreement.
- 8.16 JOINT AND SEVERAL.** The Owner, if more than one, are jointly and severally obligated to perform and observe each and every of the covenants, warranties and agreements herein contained by the Owner to be observed and performed.
- 8.17 COUNTERPARTS.** This Agreement may be executed in counterparts and delivered by emailed PDF file, each of which will have the same effect as if all parties had signed the

same document. Each counterpart shall be deemed to be an original. All counterparts shall be construed together and shall constitute one and the same Agreement.

8.18 EFFECTIVE DATE. This Agreement is effective as of the date of the signature of the last party to sign.

[signatures on following page]

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IN WITNESS WHEREOF the parties hereto have set their hands and seals as of the day and year last below written.

THE CORPORATION OF THE CITY OF)
VICTORIA by its authorized signatories:)

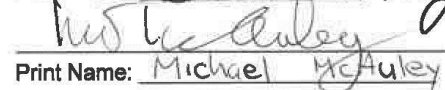
 MAYOR Lisa Helps)

 CITY CLERK Chris Coates)

Date signed: _____)

THE GORGE VIEW SOCIETY, by its)
 authorized signatory(ies):)


 Print Name: David King)


 Print Name: Michael McAuley)

Date signed: 4 June 2020)



Council Report

For the Meeting of June 11, 2020

To: Council
From: C. Coates, City Clerk
Date: June 5, 2020
Subject: 1009 Southgate Street: Heritage Designation Application No. 000190

RECOMMENDATION

That the following bylaw be given first and second readings:

1. Heritage Designation (1009 Southgate Street) Bylaw No. 20-073

BACKGROUND

Attached for Council's initial consideration is a copy of the proposed Bylaw No. 20-073.

The issue came before Council on April 9, 2020 where the following resolution was approved:

1009 Southgate Street: Heritage Designation Application No. 000190

That Council approve the designation of the property located at 1009 Southgate Street, pursuant to Section 611 of the Local Government Act, as a Municipal Heritage Site, and that first and second reading of the Heritage Designation Bylaw be considered by Council and a Public Hearing date be set.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Chris Coates'.

Chris Coates
City Clerk

Report accepted and recommended by the City Manager:

A handwritten signature in black ink, appearing to read 'Joelle Denby'.

Date: June 5, 2020

List of Attachments:

- Bylaw No. 20-073

NO. 20-073

A BYLAW OF THE CITY OF VICTORIA

The purpose of this Bylaw is to designate the exterior of the building located at 1009 Southgate Street to be protected heritage property.

Under its statutory powers, including Section 611 of the *Local Government Act*, the Municipal Council of The Corporation of the City of Victoria enacts the following provisions:

1. This Bylaw may be cited as the “HERITAGE DESIGNATION (1009 SOUTHGATE STREET) BYLAW”.
2. The building located at 1009 Southgate Street, legally described as:

PID: 023-686-219, Strata Lot 1, Fairfield Farm Estate, Victoria City, Strata Plan VIS4224;
 PID: 023-686-227, Strata Lot 2, Fairfield Farm Estate, Victoria City, Strata Plan VIS4224;
 PID: 023-686-235, Strata Lot 3, Fairfield Farm Estate, Victoria City, Strata Plan VIS4224;
 PID: 023-686-243, Strata Lot 4 Fairfield Farm Estate, Victoria City, Strata Plan VIS4224,
 and Common Property Strata Plan VIS4224,

is designated to be protected heritage property.

READ A FIRST TIME the _____ day of _____ 2020.

READ A SECOND TIME the _____ day of _____ 2020.

Public Hearing Held On the _____ day of _____ 2020.

READ A THIRD TIME the _____ day of _____ 2020.

ADOPTED on the _____ day of _____ 2020.

CITY CLERK

MAYOR