



2205 Otter Point Road, Sooke, British Columbia, Canada V9Z 1J2

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**REGULAR COUNCIL MEETING AGENDA**  
**NEW BUSINESS/SUPPLEMENTARY INFORMATION**

**Monday, September 8, 2014 at 7:00 p.m.**

*Reconvened to*

**Monday, September 15, 2014 at 7:00 p.m.**

**Council Chambers**

**2225 Otter Point Road, Sooke, B.C.**

<b>INTRODUCTION OF NEW BUSINESS/SUPPLEMENTARY INFORMATION</b>		<i>Page #</i>
<b><i>NB-1 – New Business</i></b>	<b>Delegation: Michael Thornton, Development Permit #2 - Silver Spray Destination Resort</b> <ul style="list-style-type: none"> <li>• Staff Report</li> <li>• Submission by Applicant</li> <li>• Council Discussion</li> </ul>	1
<b><i>NB-2 – New Business</i></b>	<b>Bylaw No. 604, Official Community Plan Amendment Bylaw (400-7) and Bylaw No. 605, Zoning Amendment Bylaw (600-13) – Sale of Closed Kennedy Road</b> <ul style="list-style-type: none"> <li>• Staff Report – Sale of Closed Kennedy Road               <ul style="list-style-type: none"> <li>○ Council to consider recommendations</li> </ul> </li> <li>• Staff Report – Bylaw No. 604 and Bylaw No. 605               <ul style="list-style-type: none"> <li>○ Council to consider introduction and first and reading of Bylaw Nos. 604 and 605 and schedule Public Hearing</li> </ul> </li> </ul>	79  107
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<b><i>NB-4 New Business</i></b>	<b>Multi-Use Community Centre Facilities – Question</b> <ul style="list-style-type: none"> <li>• Staff Report</li> <li>• Council to consider recommendation</li> </ul>	149
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<b>NB-6 New Business</b>	<b>“Art in the Park” Sooke Community Arts Council Request for Waiver of Park Fees</b> <ul style="list-style-type: none"> <li>• Staff Report</li> <li>• Council to consider recommendation</li> </ul>	181
<b>NB-7 New Business</b>	<b>UBCM Ministerial Appointments</b> <ul style="list-style-type: none"> <li>• Council Discussion</li> </ul>	--
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<b>C-1</b>	<b>Correspondence received August 12, 2014 RE:</b> Expropriation of Grace Islet	187
<b>C-2</b>	<b>Correspondence received August 13, 2014 RE:</b> Kinder Morgan NEB Hearing – local intervener	189
<b>C-4</b>	<b>Correspondence received September 3, 2014 RE:</b> District of Taylor Emergency Resolution – 2014 UBCM Convention	191
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<b>I-1</b>	<b>Correspondence dated August 14, 2014 from Green Communities Committee</b>	193
<b>I-2</b>	<b>Sooke Region Chamber of Commerce Report – September 8, 2014</b>	197
<b>MOTION TO CLOSE THE MEETING TO THE PUBLIC:</b>  Motion to close the meeting to the public under section 90 of the <i>Community Charter</i> to discuss: 90(1)(c) labour relations or other employee relations; 90(1)(l) discussions with municipal officers and employees respecting municipal objectives, measures and progress reports for the purposes of preparing an annual report under section 98 [ <i>annual municipal report</i> ].		



File No. N/A

**REQUEST FOR DECISION**  
Regular Council Meeting  
Meeting Date: September 15, 2014

To: Gord Howie, Chief Administrative Officer  
From: Planning  
Re: **Development Permit #2 – Silver Spray Destination Resort**

**RECOMMENDATION:**

**THAT COUNCIL** receive this report for information

**1. Executive Summary:**

In 2013, Council approved a Development Permit PLN01005 for the development of 95 private residence club cottages (cottage units), including a club, a pavilion for commercial/recreational use, parking areas, a wastewater treatment plant and associated landscaping for Phase 1 of the Silver Spray Destination Resort Complex to be located in Area A of the Silverspray Comprehensive Development (CD3) Zone.

The applicant has proposed a change to the original DP and would like to replace eight three-story cottage buildings with one, two, three, four or five buildings that are between five and seven-stories high. Staff did not consider this a minor change that would qualify as an amendment application and the applicant was therefore required to apply for a new DP for these buildings.

The applicant applied for a second Development Permit to build one to five buildings, also referred to by the applicant as “yacht suites” in the place of eight cottage buildings. These buildings will be twenty meters high and with density bonusing permitted under section 3.7 (a) of the Zoning Bylaw, the applicant is proposing buildings that are seven stories high. The applicant has stated that parking would be provided in underground parkades and on surface parking lots.

The applicant has stated that they are not planning or designing a building at this time but are seeking Council approval for one to five buildings that may be between five and seven stories high. The applicant has indicated that it will be the economy and the market that dictates the number of buildings and whether or not the buildings will be constructed or the cottages. The applicant has submitted an application fee, elevation plans that show height and grade, a site plan, the proposed color and materials of the buildings and artist renderings of what the buildings could look like.

Staff follows the District's *Development Procedures Policy* when reviewing applications and applications are reviewed against the Development Permit Area Guidelines within the Official Community Plan (OCP) as well as technical requirements within the Zoning Bylaw (ZB), such

as parking regulations, height, and screening and landscape requirements. The application is incomplete because the elevations plans for the buildings have not been approved by an architect, no landscape plan has been submitted, there is lack of information on parking and a different number of buildings is referenced throughout the application so staff do not know whether there will be one or five twenty meter high buildings. As a result, staff cannot properly review this application.

The applicable development permit area guidelines are within section 7.5.4.1 of the OCP. In order, the guidelines that staff would be looking at to assess the development permit application are as follows:

- a. The design of a new project or addition to an existing development shall be based on a comprehensive design concept and should give adequate attention to general architectural style, detailing, scale, materials, character and material of roofs, treatment of entrances, gradations of heights, relationship of indoor and outdoor spaces and signage, design and placement of play areas, community gardens, access, parking arrangement and circulation, landscape character and design and rainwater management;
- c. The use, scale, form and character of the project should be compatible and lend continuity to the surrounding neighbourhood. Infill developments shall incorporate and promote connections between sidewalks, parking areas, entranceways, parks and trails;
- d. Safe pedestrian path networks in terms of wider sidewalks and/or trails shall be provided throughout any new development or redevelopment with maximum connectivity to outlying residential areas;
- e. Architectural features shall encompass specific details to streetscape as well as the relationship between the building and the street;
- h. Vegetation shall be used to screen off street parking and service areas and generally enhance the appearance of the area and improve onsite rainwater management;
- i. Utilize 'Bear Smart' techniques in design to reduce the likelihood of bear-human conflict, e.g. secure garbage units, non-fruit bearing trees, etc;
- j. Landscaped pedestrian walkways to and from buildings and parking areas should be provided; and
- k. Buildings shall be sited, so as to ensure that any adjacent single family residential properties have visual privacy, as well as protection from site illumination and noise;

The applicable sections in the Zoning Bylaw that staff would refer to when reviewing an application are the following:

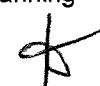
- Section 3.18 Screening and Landscaping Requirements
- Section 4.5 Parking Regulations
- Section 4.6 Development and Maintenance Standards for Off-Street Parking
- Section 4.8 Parking Requirements



**Attached Documents:**

1. Applicant's DP Submission Dated September 8, 2014
2. District of Sooke's *Development Procedures Policy*
3. Email correspondence dated Sept 9 and 10<sup>th</sup>

Planning Department

Approved for Council Agenda	
_____ Planning	_____ Engineering
	
_____ CAO Services	_____ Corp.



## FEES

<b>\$2,551.30 for 2,551.3 m2 plus \$1,000 = \$3,551.30</b>	<b>Application Fee</b>	<b>Additional Fee</b>	<b>Each Variance</b>
Development Permit Area under Official Community Plan	\$1,000	+\$1.00 per m <sup>2</sup> of new/additional Gross Floor Area for Commercial, Industrial and Institutional and +\$200 per Dwelling Unit for residential to a maximum of \$15,000	
Development Permit under Official Community Plan where the owner of the subject property is an educational institution other than a private educational institution	\$800	n/a	
Development Permit under Official Community Plan where the owner of the subject property is a religious organization	\$700	n/a	+\$200
Development Permit under Official Community Plan where the owner of the subject property is a registered non-profit society or a library under the <i>Library Act</i>	\$500	n/a	
Development Permit Amendment	\$700	n/a	
Preparation of covenant or other legal document required under bylaw	+actual cost plus \$100 per document		
Renewal of any development permit application, in accordance with District of Sooke Policy 8.4 as amended	50% of the original development permit fee, to a maximum of \$5,000		

Other enactments of the District of Sooke, the Province of British Columbia and the Government of Canada may apply to development affected by this bylaw. Applicants should satisfy themselves that all regulatory requirements affecting their proposal are met

**FREEDOM OF INFORMATION NOTICE:** Personal information contained on this form is collected under the *Freedom of Information and Protection of Privacy Act* and will be used for the purpose of processing this application and for municipal statistics. Enquiries about the collection or use of information on this form may be directed to the Deputy Clerk.

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## AUTHORIZATION

**WASTE MANAGEMENT ACT:** I, the applicant and/or owner, represent and warrant to the District of Sooke, knowing that the District of Sooke relies on this representation and warranty, that the property covered by this application has never, to the best of my knowledge having made due and diligent inquiry, been used for any purpose such that a site profile is required to be submitted under the British Columbia *Waste Management Act* and that the property is not contaminated or polluted in any way that would make it unlawful, unsafe or unsuited for the purpose for which it is to be used, including within the meaning of the British Columbia *Waste Management Act*.

I have read and agree to the above paragraph MVT (initial)

**WAIVER AND INDEMNITY:** I, the applicant and/or owner, assume all risks incidental to this application and agree to release, save harmless and indemnify the District of Sooke and its officials, agents, servants and representatives, from and against all claims, actions, costs, expenses and demands with respect to the death, injury, loss or damage to persons or property arising out of or in connection with this application. I agree to conform to all applicable bylaws. I understand that no warranty is implied for the approval of this application and that this waiver and indemnity is binding on me, my heirs, executors and assigns.

I have read and agree to the above paragraph MVT (initial)

The undersigned owner/authorized agent of the owner (**Owner's Authorization Form attached**) makes an application as specified herein, and declares that the information submitted in support of the application is true and correct in all respects.

Applicant's Signature

Other enactments of the District of Sooke, the Province of British Columbia and the Government of Canada may apply to development affected by this bylaw. Applicants should satisfy themselves that all regulatory requirements affecting their proposal are met.

**FREEDOM OF INFORMATION NOTICE:** Personal information contained on this form is collected under the *Freedom of Information and Protection of Privacy Act* and will be used for the purpose of processing this application and for municipal statistics. Enquiries about the collection or use of information on this form may be directed to the Deputy Clerk.

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## INFORMATION REQUIREMENTS

Required	May be Required by District Staff
<ul style="list-style-type: none"> <li><input type="checkbox"/> a <b>State of Title Certificate</b>, to be dated within 30 days of the application and include copies of all non-financial charges on title (ie. covenants, easements, right-of-ways, etc.).</li> <li><input type="checkbox"/> <b>3 copies of a legibly scaled (metric) Site Plan, one reduced 8.5" x 11" copy of the Site Plan and one digital copy of the Site Plan showing:</b> <ul style="list-style-type: none"> <li><input type="checkbox"/> Designer/architect name</li> <li><input type="checkbox"/> Civic address and legal description</li> <li><input type="checkbox"/> Lot area and lot coverage</li> <li><input type="checkbox"/> Total floor area (if applicable)</li> <li><input type="checkbox"/> Density and dwelling units</li> <li><input type="checkbox"/> Location of accesses</li> <li><input type="checkbox"/> Location and dimensions of all vehicle and bicycle parking and loading bays</li> <li><input type="checkbox"/> Dimensions of the property lines, right of ways, easements</li> <li><input type="checkbox"/> Dimensions and setbacks of existing and proposed buildings, structures and utilities</li> <li><input type="checkbox"/> Location of high water mark or top of bank of watercourses and riparian areas (if applicable) or location of SPEA if Riparian Areas Assessment has been completed</li> <li><input type="checkbox"/> Location and grade of steep slopes (&gt; 30%)</li> <li><input type="checkbox"/> Location of all existing and proposed water lines, gas lines, wells, septic fields, sanitary sewer and storm drain facilities</li> <li><input type="checkbox"/> Location of any contaminated or polluted sites</li> <li><input type="checkbox"/> Scale bar and north arrow</li> <li><input type="checkbox"/> Elevation plan showing:               <ul style="list-style-type: none"> <li>• Exterior finishing materials and colours</li> <li>• Average, existing and finished grades</li> <li>• Height from finished grade (<i>provide average grade calculations</i>)</li> <li>• Building sections</li> <li>• Recession Plane, if applicable</li> </ul> </li> <li><input type="checkbox"/> Landscape Plan from a <i>Registered Landscape Architect</i> with:               <ul style="list-style-type: none"> <li>• Detailed planting plan showing planting (species, size, quantity, locations, irrigation, finished grade, fencing, outdoor lighting)</li> <li>• Estimate of costs for completion of the landscaping plan</li> </ul> </li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Site plan to also include:           <ul style="list-style-type: none"> <li>• Location of sidewalks, pathways, curbs, boulevards, edge of pavement and transit stops</li> </ul> </li> <li><input type="checkbox"/> Contour plan with existing and proposed contours at 0.5m intervals.</li> <li><input type="checkbox"/> Floor plans with uses of spaces and dimensions for all levels</li> <li><input type="checkbox"/> Building signage details</li> <li><input type="checkbox"/> Archaeology Study</li> <li><input type="checkbox"/> Ecological Study</li> <li><input type="checkbox"/> Rainwater management plan</li> <li><input type="checkbox"/> Traffic study</li> <li><input type="checkbox"/> Riparian Area Assessment Report</li> <li><input type="checkbox"/> Other reports or information as required</li> <li><input type="checkbox"/> That the Site Plan and Elevation Plan drawings be in accordance with the <i>Architects Act of British Columbia</i></li> </ul> <p style="text-align: center;"><b>D.P. Payment:</b></p> <p style="text-align: center;"><b>\$2,551.30 for 2,551.3 m2          plus \$1,000          = \$3,551.30</b></p>

Proposed Development Permit Conditions for:  
**Silver Spray Lodge Private Residence Club**  
**SookePoint 'Surfside Yacht Suites'**

1. The total number of Lodge Surfside Yacht Suite buildings authorized in this permit is 5 including the parkade.
2. Buildings may be constructed in phases and/or joined into 1, 2, 3 or 4 buildings.
3. The building or buildings shall be developed with staggered rooflines and design generally in accordance with the attached drawings.
4. Building locations, elevations and access may be adjusted to accommodate adequate building separation, design or topographical considerations.
5. Pursuant to the Density Bonus Provisions within Section 3.7 of Sooke Zoning Bylaw 600, building heights may be increased by one storey if 80% or more of the on-site parking spaces are provided as underground parking spaces or concealed within the building.
6. The building or buildings shall be concealed from their street frontage by a parkade rooftop garden and viewing area. With the exception of the highest roof, which may also be used for part of the rooftop garden and viewing area, the roofs below will be beach-scaped with rocks and driftwood.
7. Buildings exterior siding shall be shakes, shingle or fire-resistant material in the same SookePoint Ocean-Sky Teal Blue with contrasting white trim to match Cottages, or blended in to match the rock cliff into which they are set.
8. The minimum distance between other principal buildings shall be 2 metres from bearing walls, excluding overhangs, walkways, elevators, stairs, parkade and the SW Tip of Canada Pavilion.
9. Zero lot line setbacks are permitted along common boundaries within the Silverspray CD-3 Zone Area 'A'.
10. No building permits shall be issued for the buildings shown within 15m of the natural boundary of the sea until a report prepared by a professional engineer qualified to provide geotechnical advice confirms that the location of the building is safe for the intended use, given a geo-hazard with a 2% probability of exceedence in 50 years.

**Project:** SookePoint 'Surfside Yacht Suites'  
(part of Silver Spray Lodge Private Residence Club)

**Developer:** Landus Development Group Inc Michael Thornton [REDACTED]

**Civic Address of Property:** 1000 Silver Spray Drive - Sooke [REDACTED]

**Legal Description of Property:** Lot B, Section 78, Sooke District Plan VIP 89003 PID #: 028 - 633 - 075

**Zoning:** Area A of the Silverspray Comprehensive Development Zone (CD-3)

**Project Description:** 1 to 5 buildings, including the parkade  
5 to 7 floors in height, planned to be adjacent to underground parking  
May be some amenities within or below or above the building(s)

<b>Site area:</b>		70,211 m2	755,766 sf
<b>Building Footprint:</b>	Main floor only	481 m2	5,177 sf
<b>Site Coverage:</b>	Permitted	50%	
	Proposed for main floor	0.69%	
<b>Floor Area:</b>	First floor	439 m2	4,727 sf
	Second floor	439 m2	4,727 sf
	Third floor	481 m2	5,177 sf
	Fourth floor	481 m2	5,177 sf
	Fifth floor	481 m2	5,177 sf
	Sixth floor	219 m2	2,360 sf
	Total:	2,540 m2	27,345 sf
<b>Floor Space Ratio:</b>	Permitted	80%	604,613 sf
	Proposed	3.62%	27,345 sf

**Building Setbacks:**

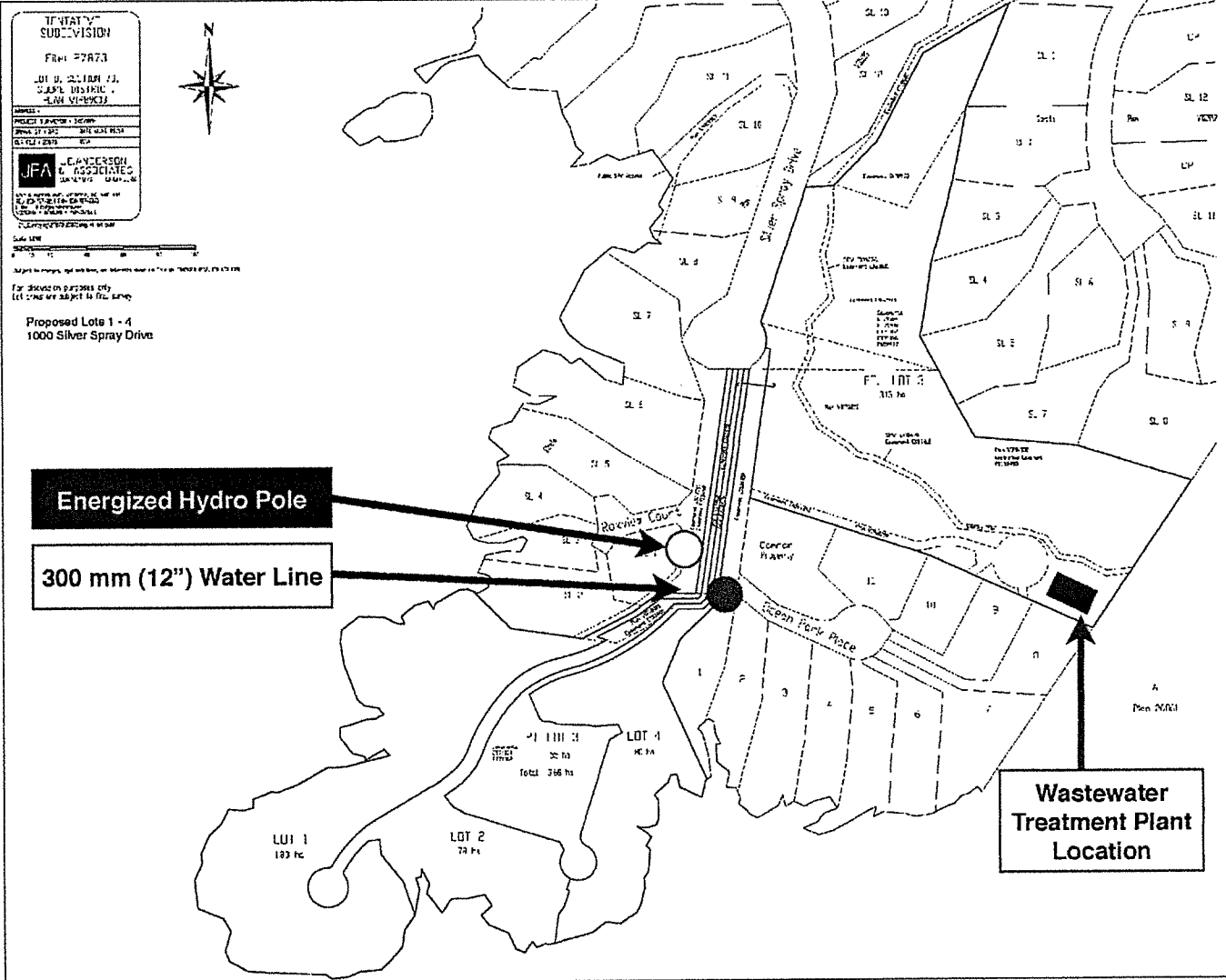
Front Yard		NA
Side Yard		NA
Rear Yard (Ocean side)	Permitted	5 m

**Building Height:**

Permitted	20.0 m
Proposed	19.4 m
Option, under special bylaw	May include an additional floor + 3.43 m

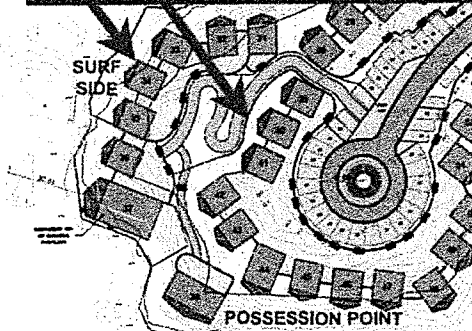
**Parking:** 1 parking stall per unit  
Minimum of 2 (10%) guest parking stalls  
Size of stalls and guest parking spaces meet Sooke District requirements.

**Access:** Port Cochere to elevators & stairs  
Access also through parkade

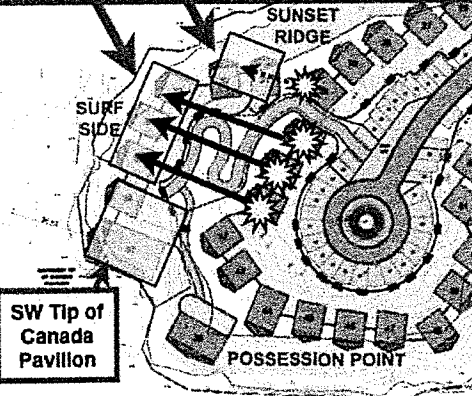




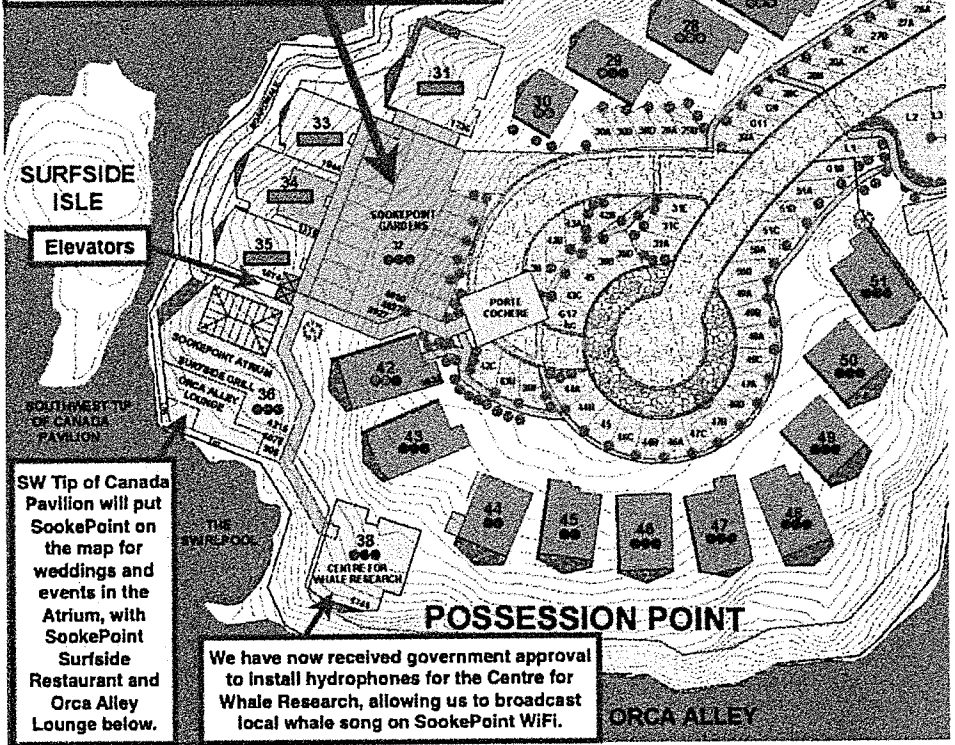
The original Development Permit has 2 rows of Surfside Cottages, each row of which may have up to 3 floors.



It will be more efficient to stack Yacht Suites in just 2 buildings, at heights permitted by zoning, creating space behind for a parkade, elevators & rooftop gardens.



SookePoint Rooftop Gardens will be above the parkade and Yacht Suites, creating a large landscaped viewing platform. The parkade & elevators will significantly improve access to the SW Tip of Canada Pavilion, Surfside Yacht Suites, the Boardwalk and the Centre for Whale Research.

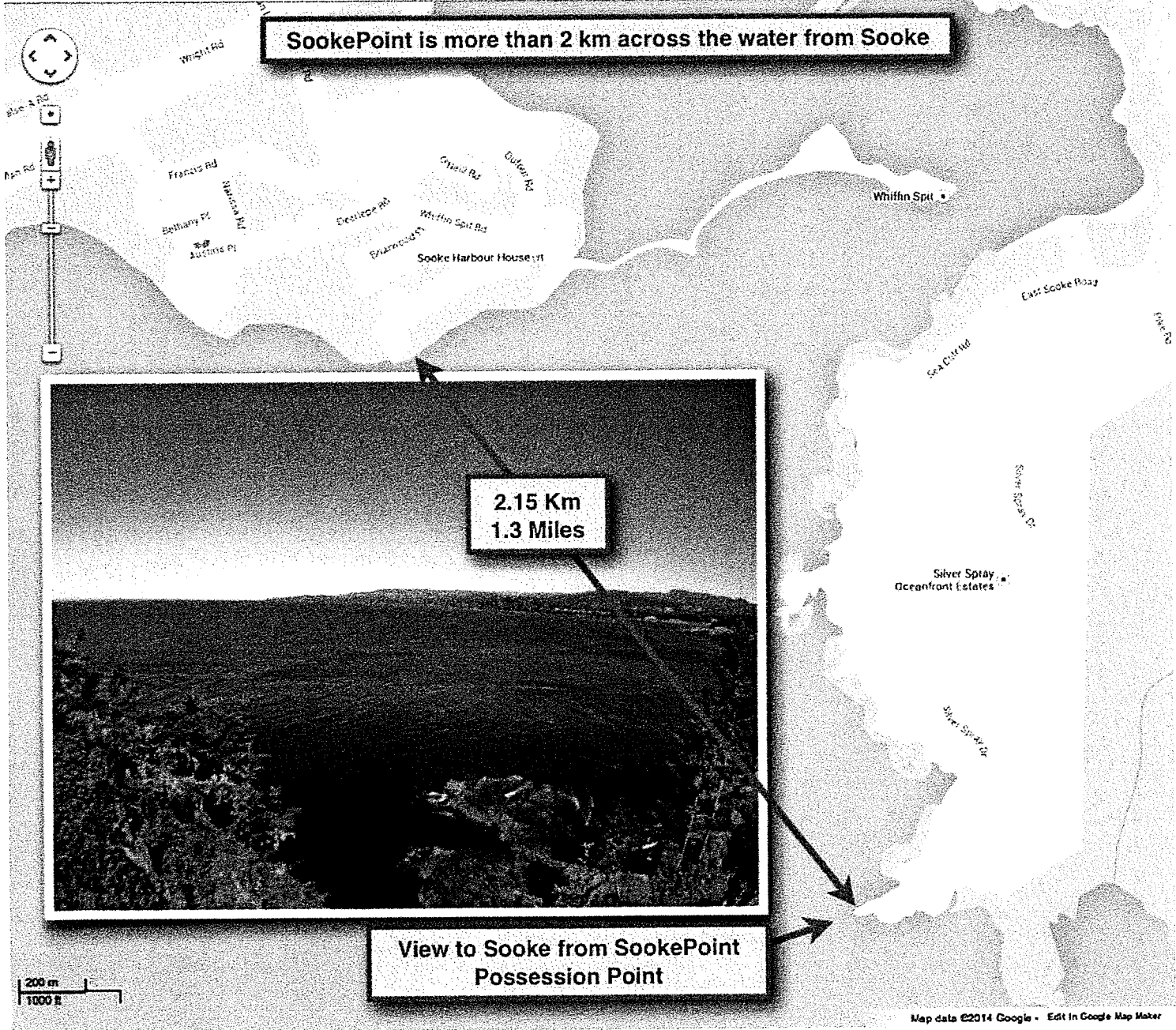


SW Tip of Canada Pavilion will put SookePoint on the map for weddings and events in the Atrium, with SookePoint Surfside Restaurant and Orca Alley Lounge below.

We have now received government approval to install hydrophones for the Centre for Whale Research, allowing us to broadcast local whale song on SookePoint WiFi.

If 4 pairs of Cottages are stacked into 2 Yacht Suite buildings, a parkade can be built in the space behind, on the top of which 'SookePoint Rooftop Gardens' may be created. The Surfside buildings will be below SookePoint Gardens, and roofs can be beachscaped to enhance panoramic views, sweeping from sunrise over the Wilderness Park to sunset into the open Pacific.

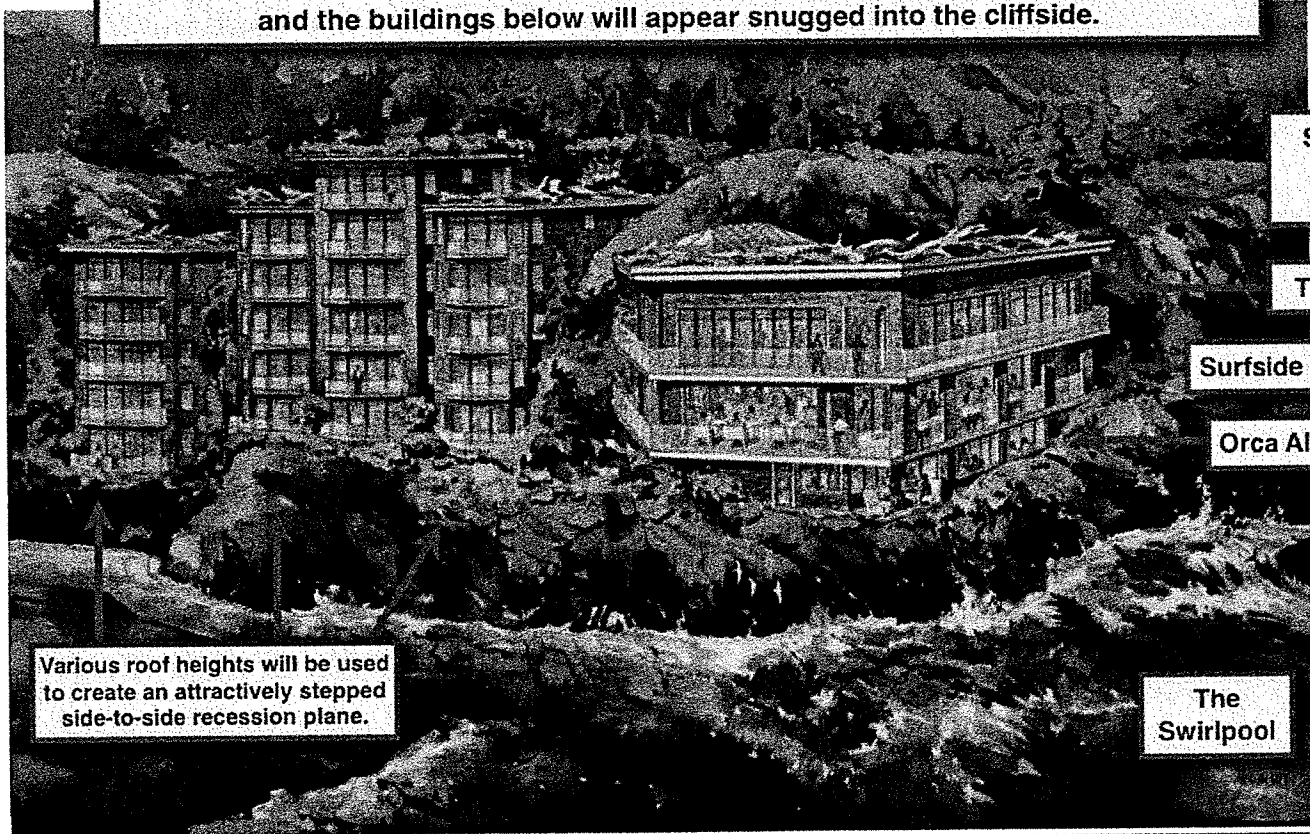
**SookePoint is more than 2 km across the water from Sooke**



**2.15 Km  
1.3 Miles**

**View to Sooke from SookePoint Possession Point**

SookePoint Rooftop Gardens will become the pinnacle for panoramic views, and the buildings below will appear snugged into the cliffside.



SW Tip of  
Canada  
Pavilion

The Atrium

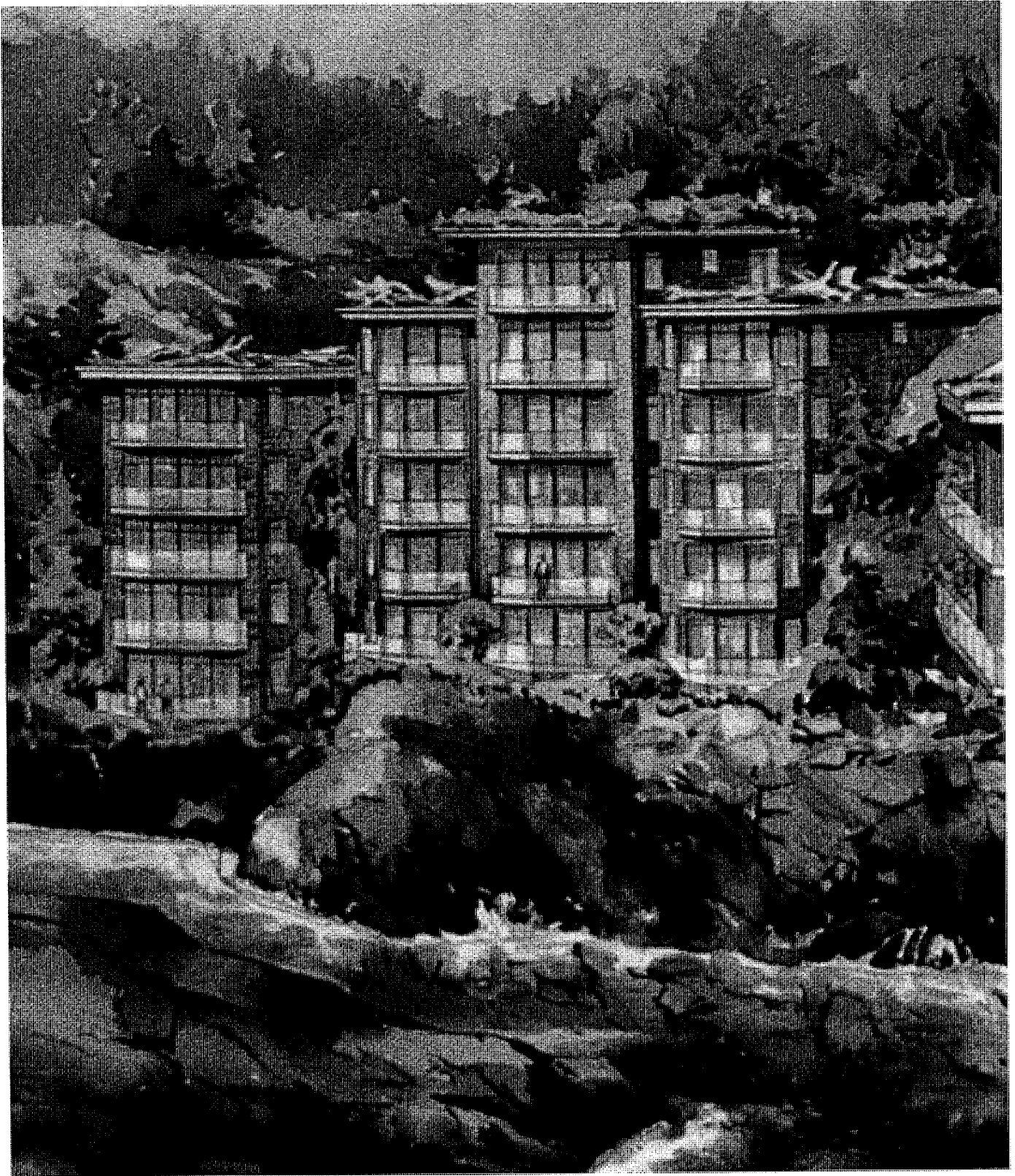
Surfside Restaurant

Orca Alley Lounge

Various roof heights will be used  
to create an attractively stepped  
side-to-side recession plane.

The  
Swirlpool

'Yacht Suites' can be stacked below 'SookePoint Rooftop Gardens', and create a huge landscaped viewing platform, instead of 2 rows of 3-storey cottages. This is designed to tap a new market niche, free up space for an underground parkade, and provide the vertical structure necessary for elevators that better serve the SW Tip of Canada Pavilion, SookePoint Surfside Restaurant, Orca Alley Lounge, the Centre for Whale Research, the Boardwalk and all of the Surfside Yacht Suites.

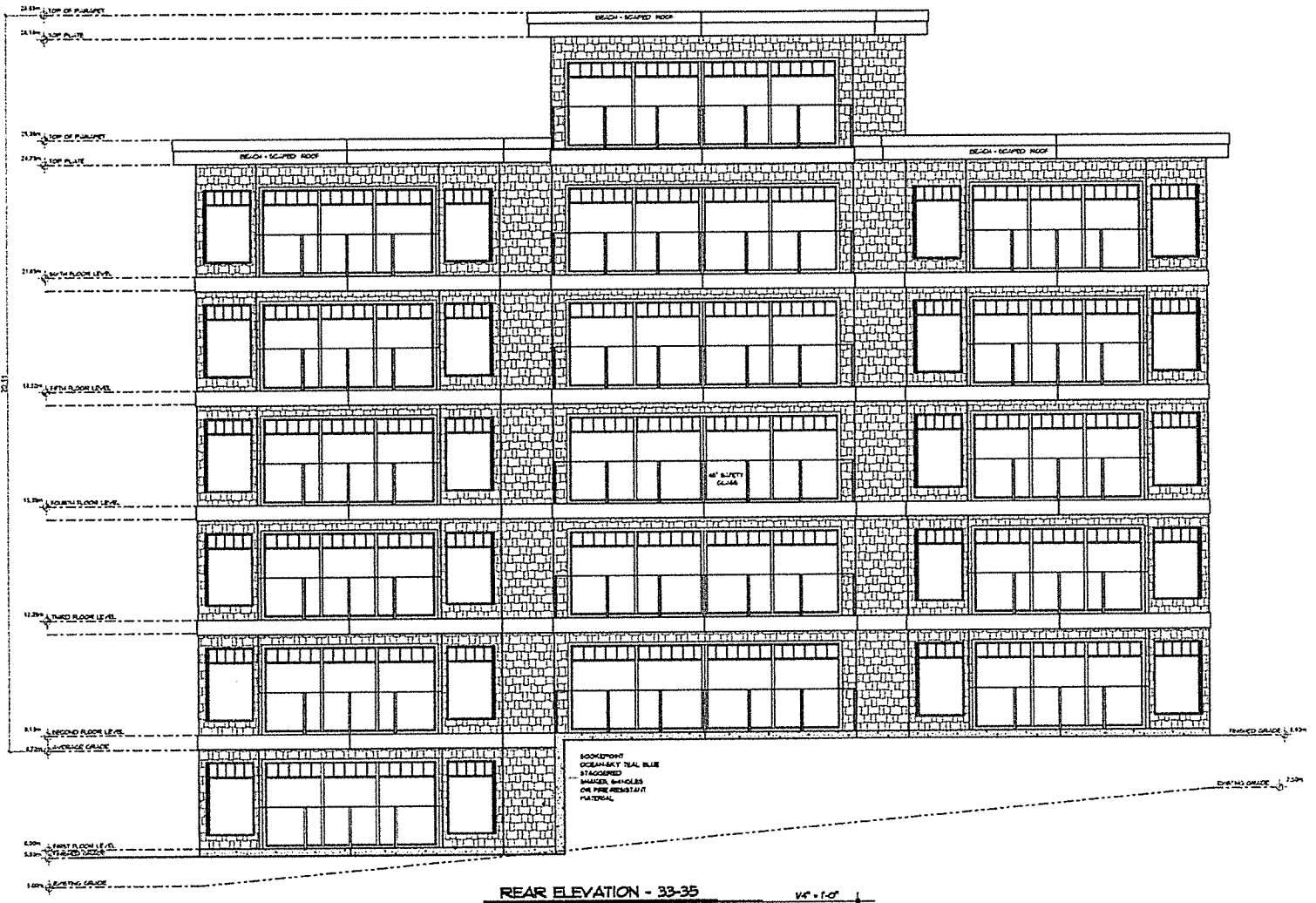


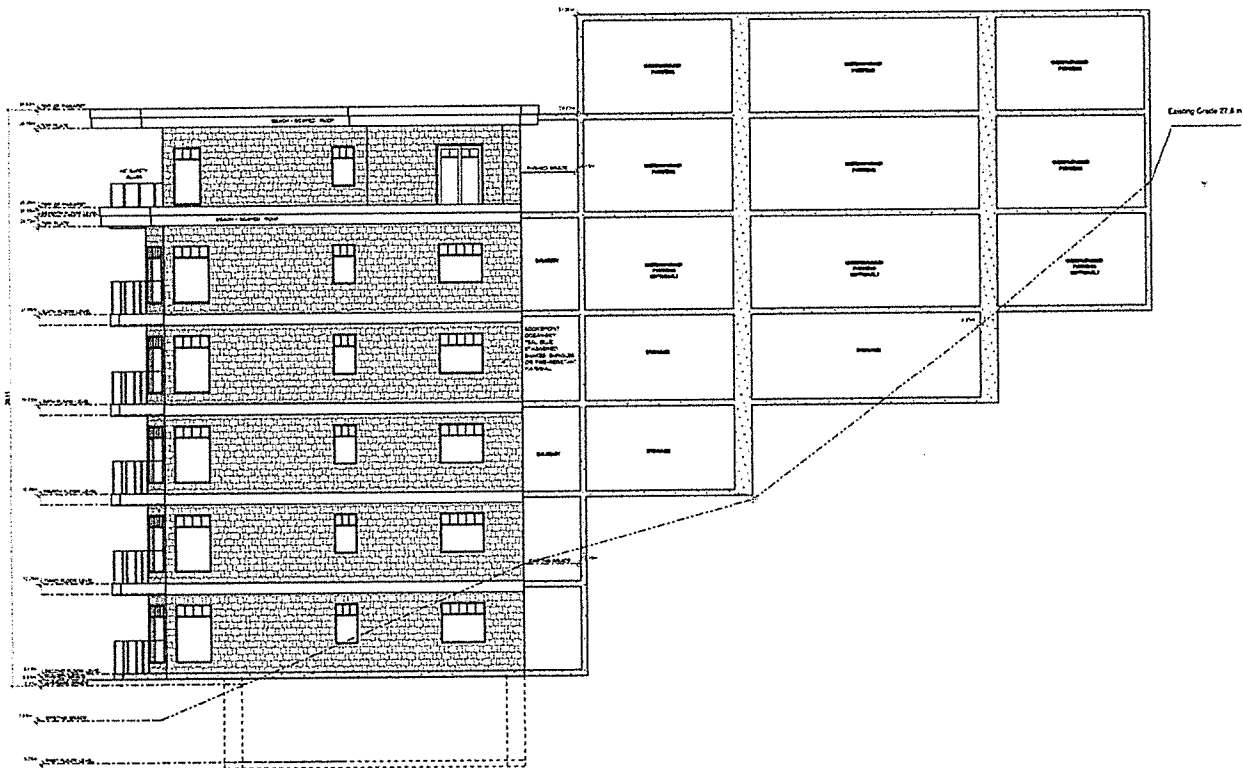
Application Area





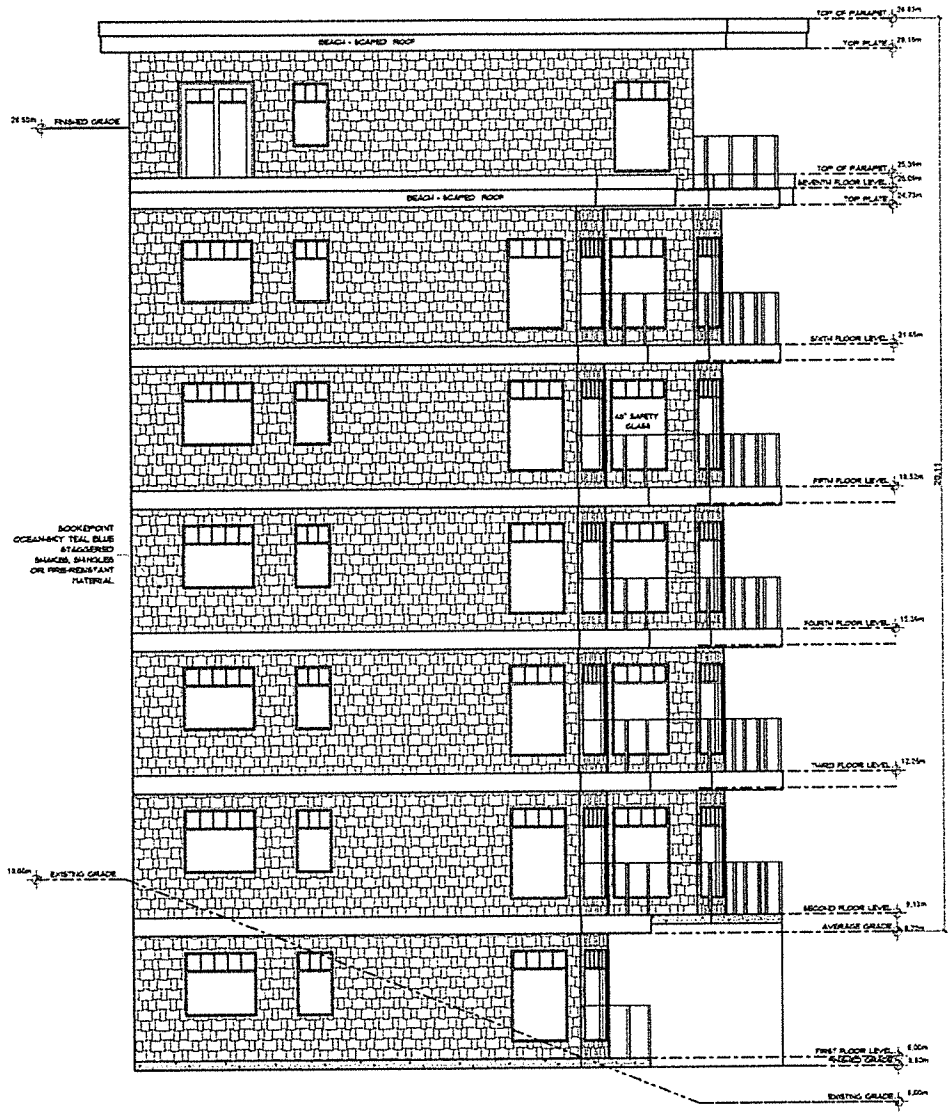




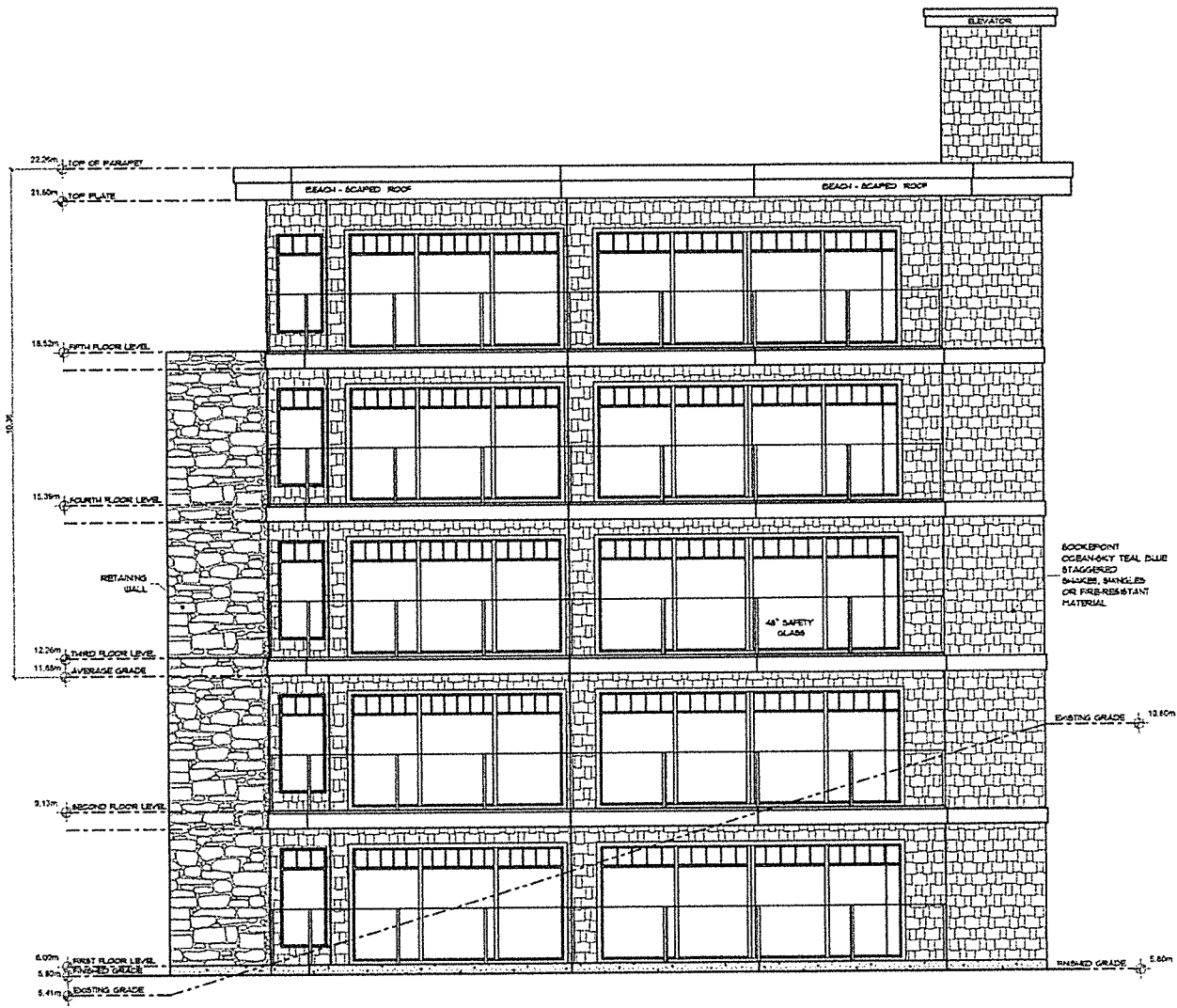


LEFT ELEVATION - 33-35

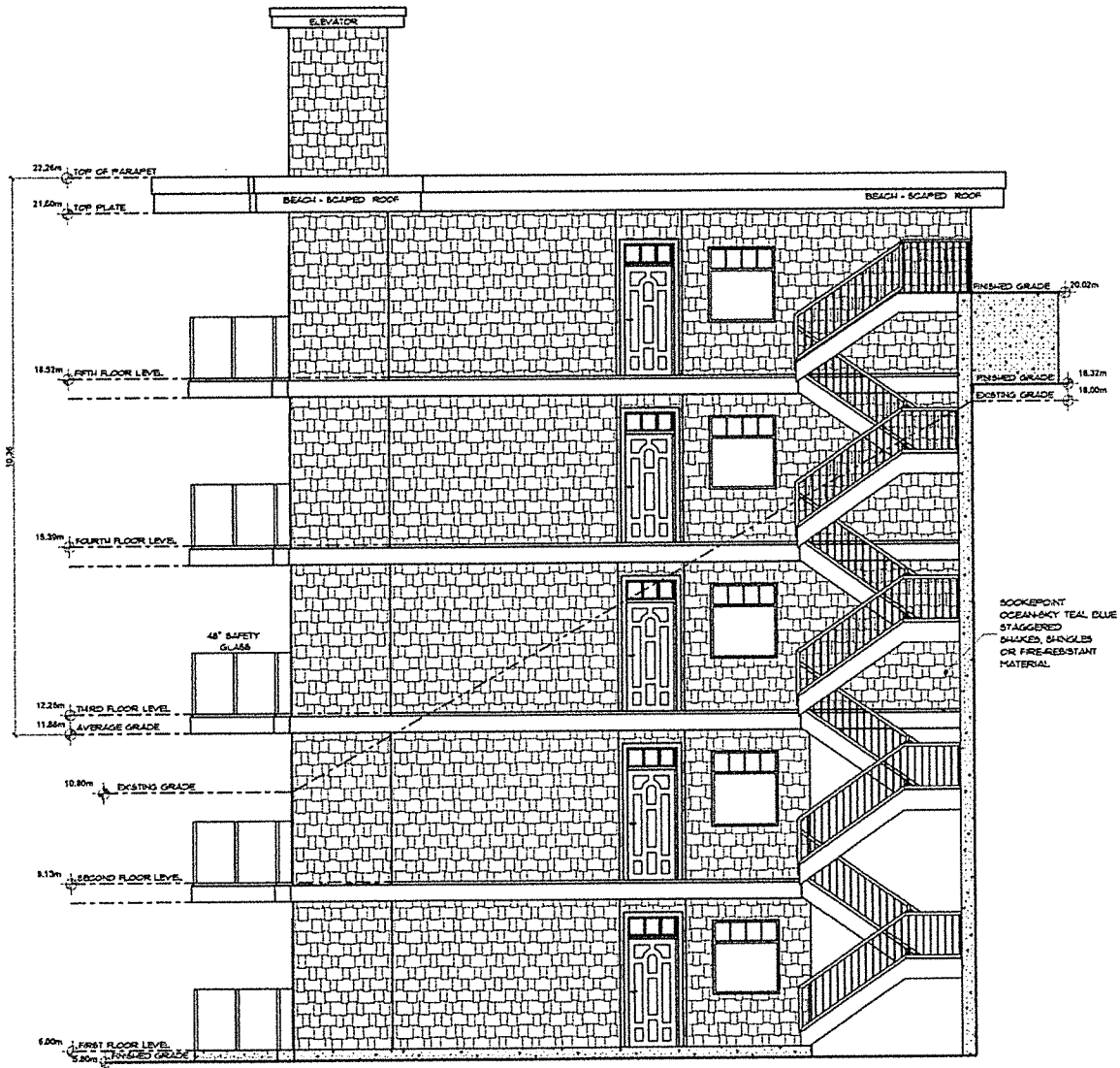




RIGHT ELEVATION - 33-35 1/4" = 1'-0"

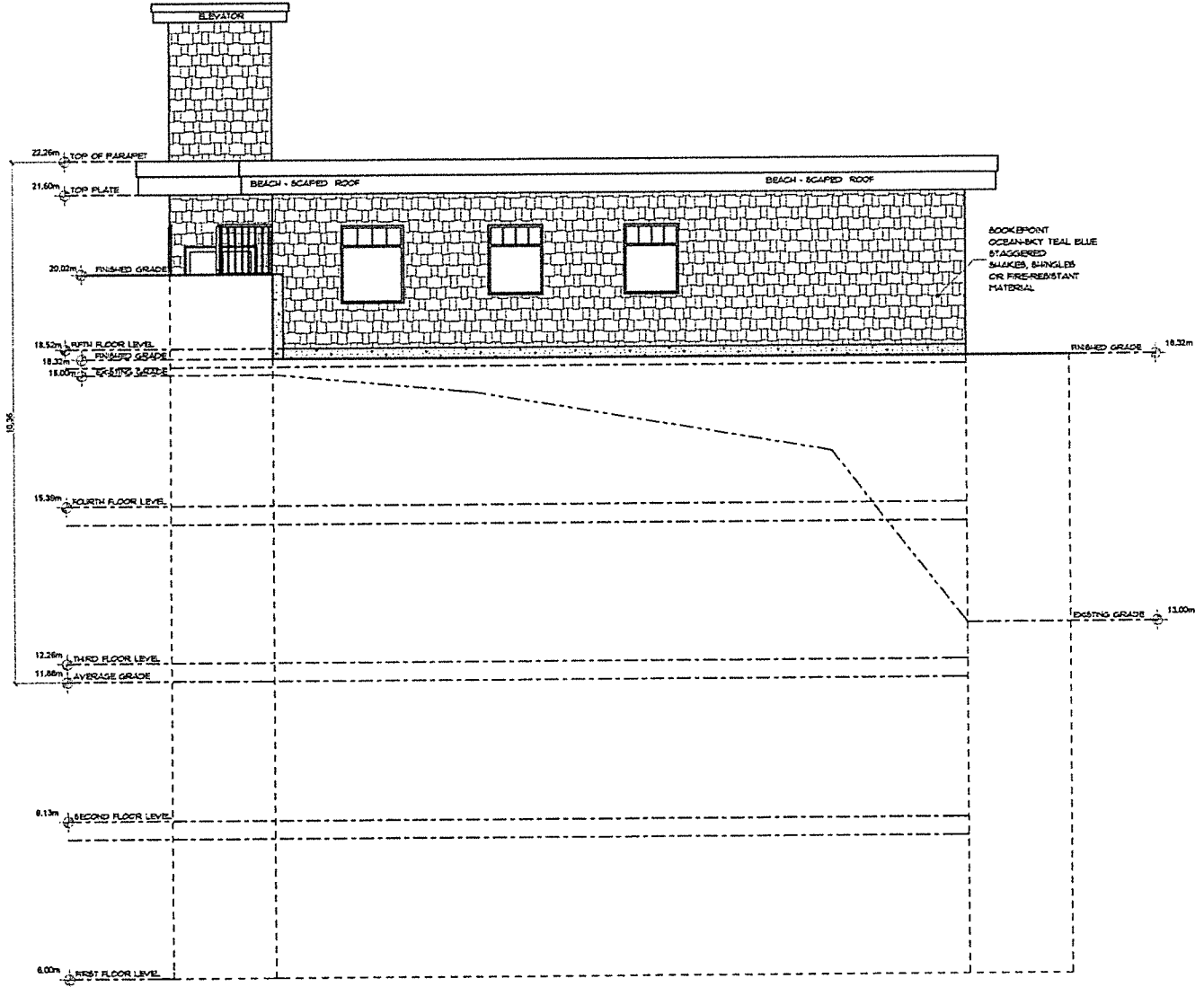


REAR ELEVATION - 31 1/4" = 1'-0"



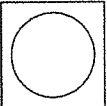
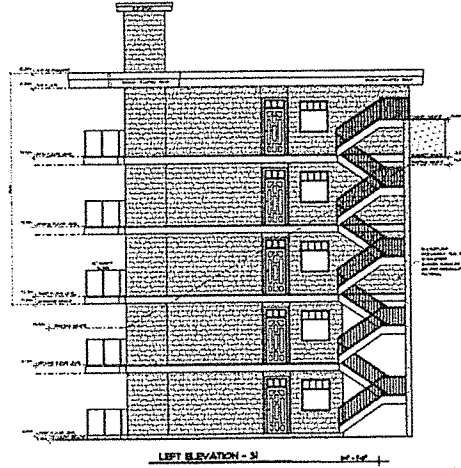
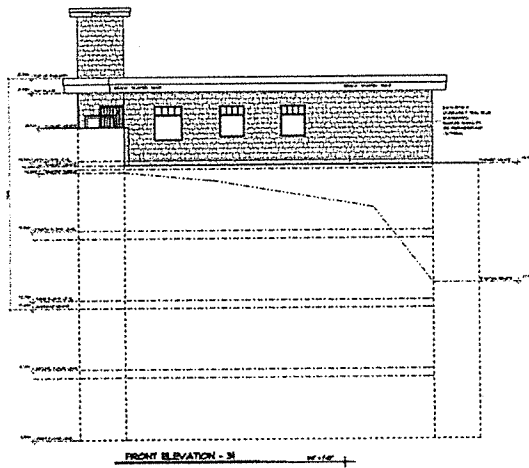
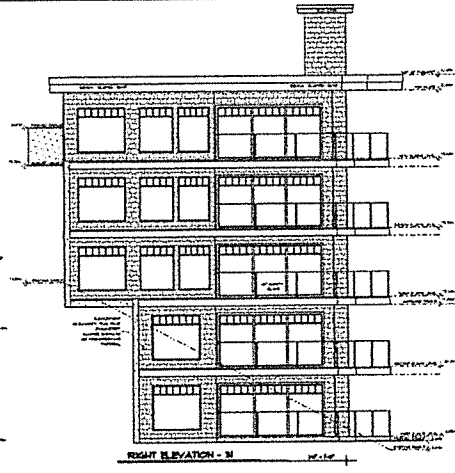
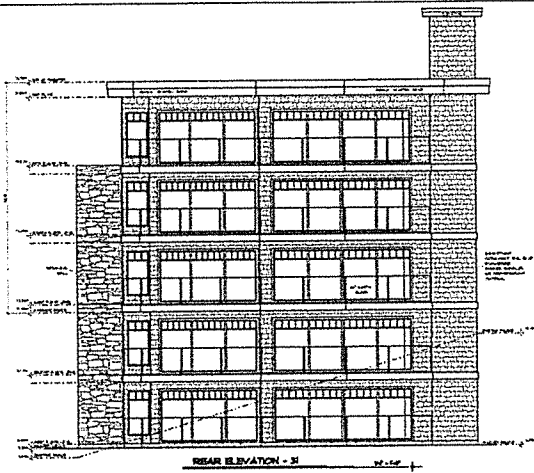
LEFT ELEVATION - 31

1/4" = 1'-0"



FRONT ELEVATION - 31

1/4" = 1'-0"



Landus Development Group Inc.  
 Suite#203-5955 Fraser Street  
 Vancouver, BC, Canada  
 V6X 2Z6  
 ph: (604) 921-5957

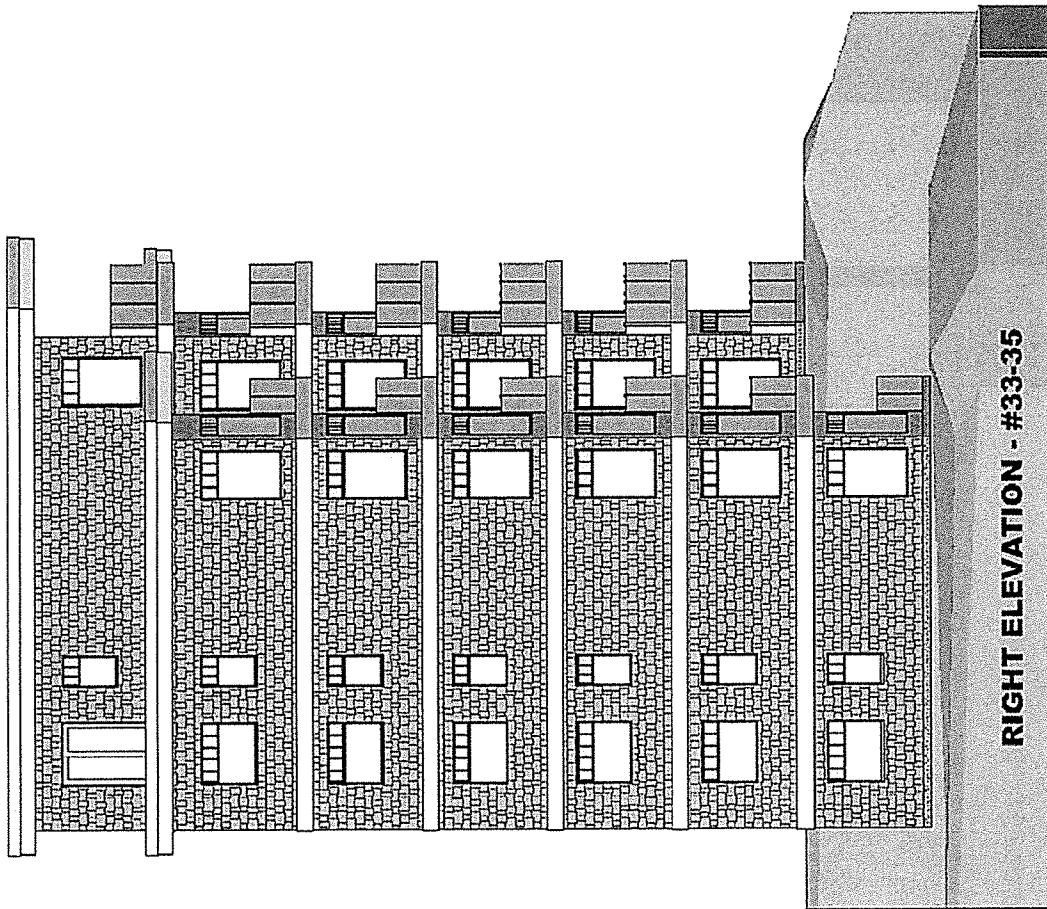


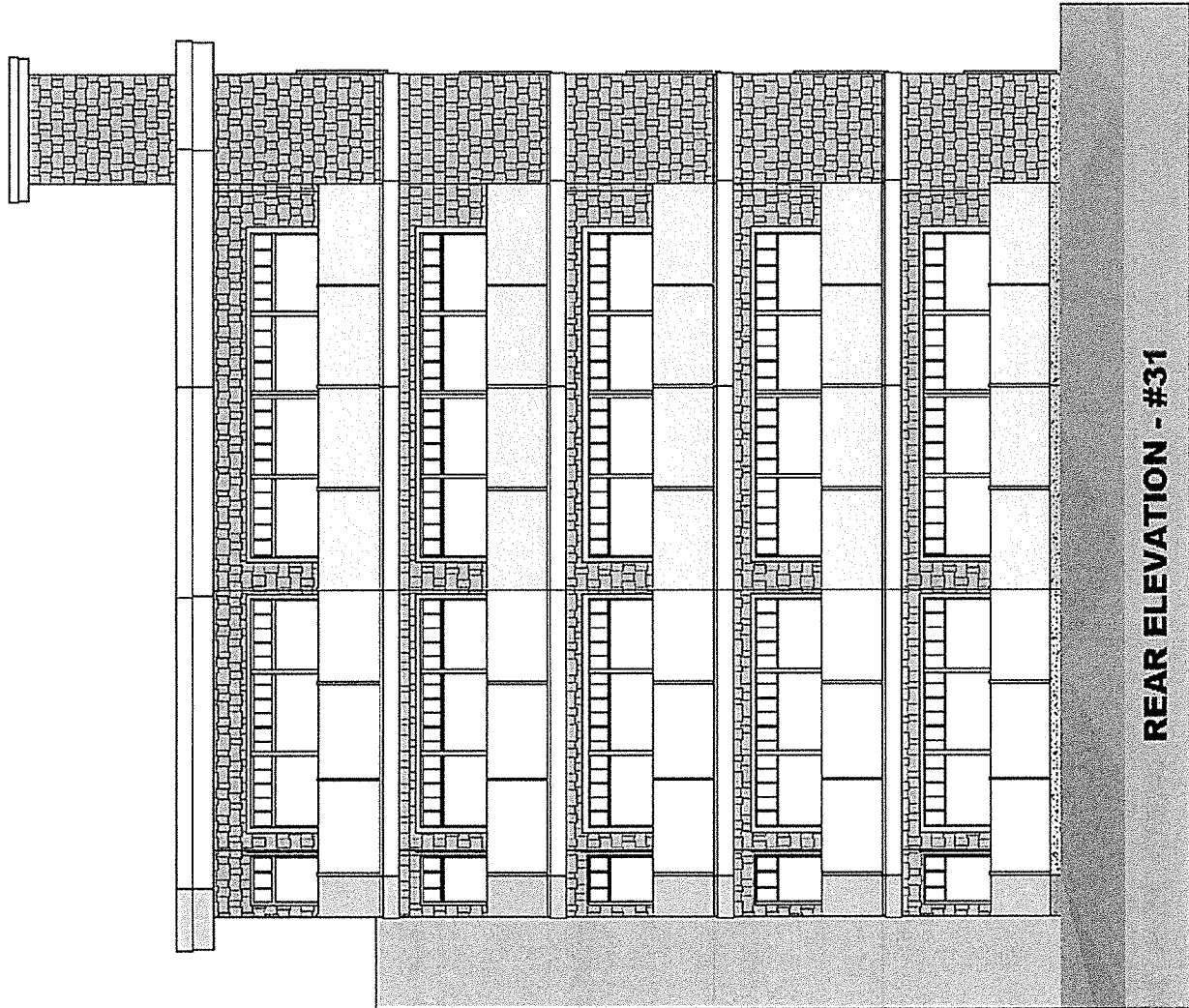
**DISCLAIMER - NOT TO BE USED FOR CONSTRUCTION**  
 This drawing is for informational purposes only. It is not intended to be used for construction. The user of this drawing assumes all liability for any errors or omissions. The user of this drawing is advised to consult with a professional engineer or architect for any construction-related matters.

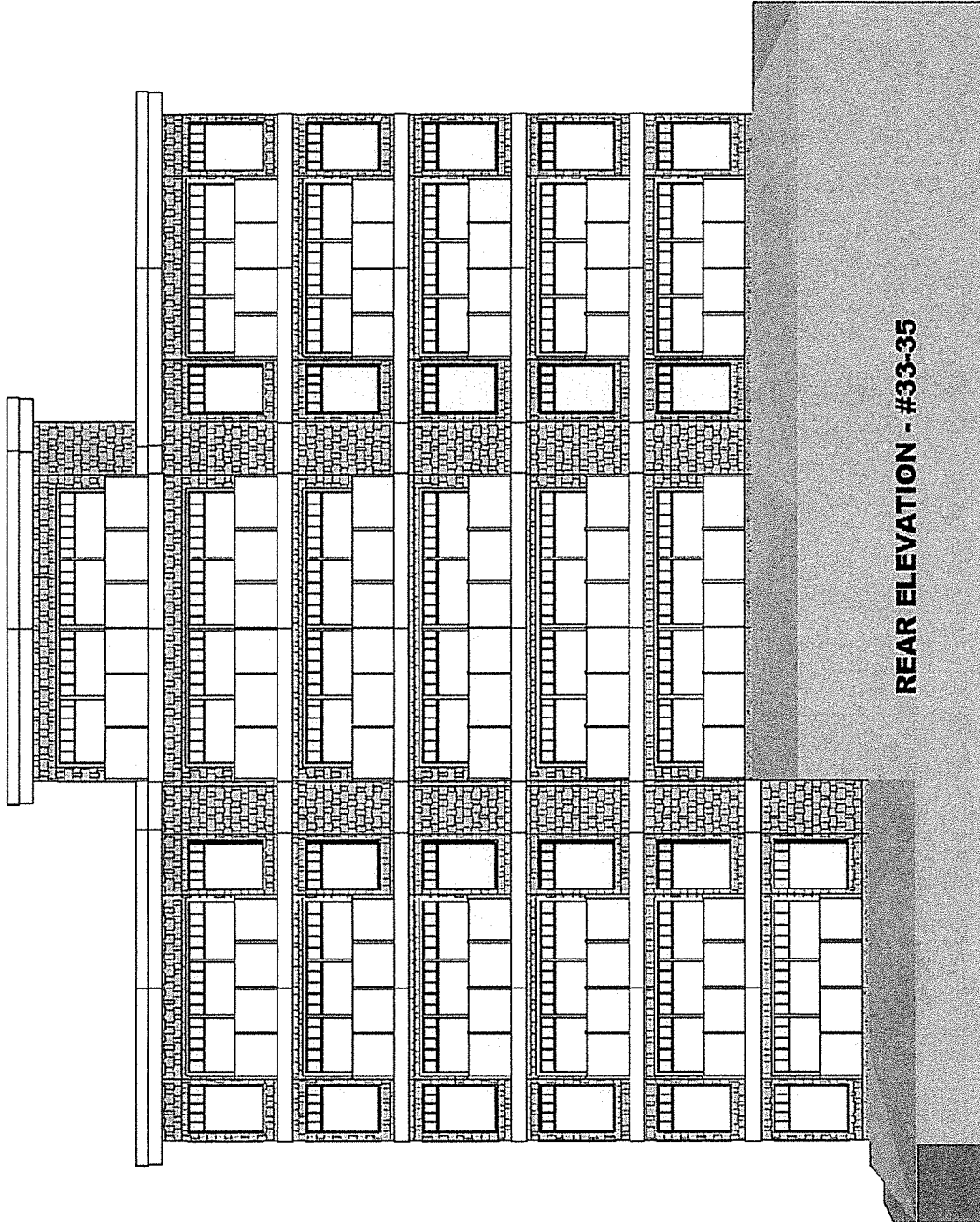
PLANS FOR:  
 UNIT 31

REV. SEP. 8, 2014

A-1  
 (DATE PLANNED)

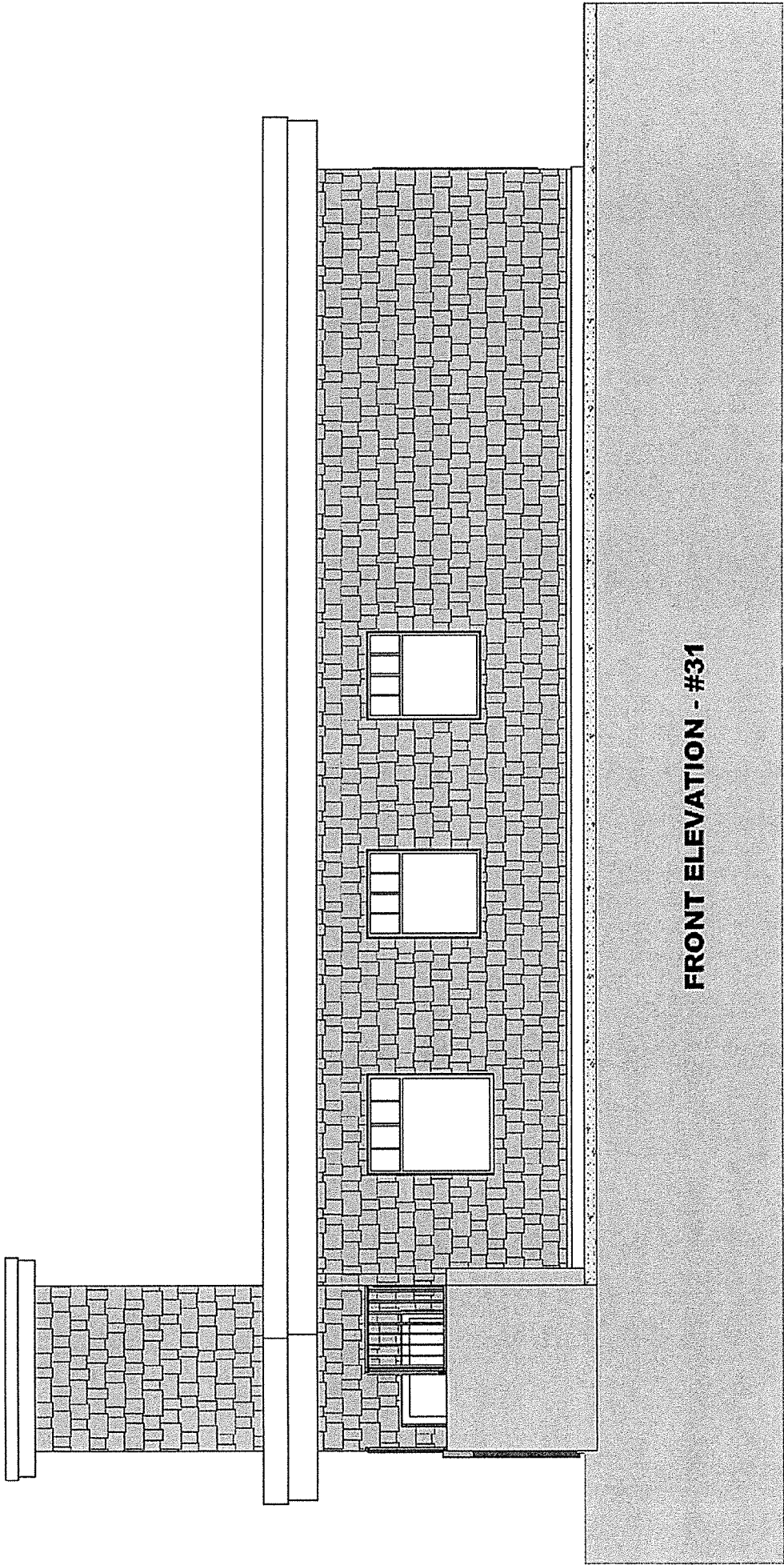


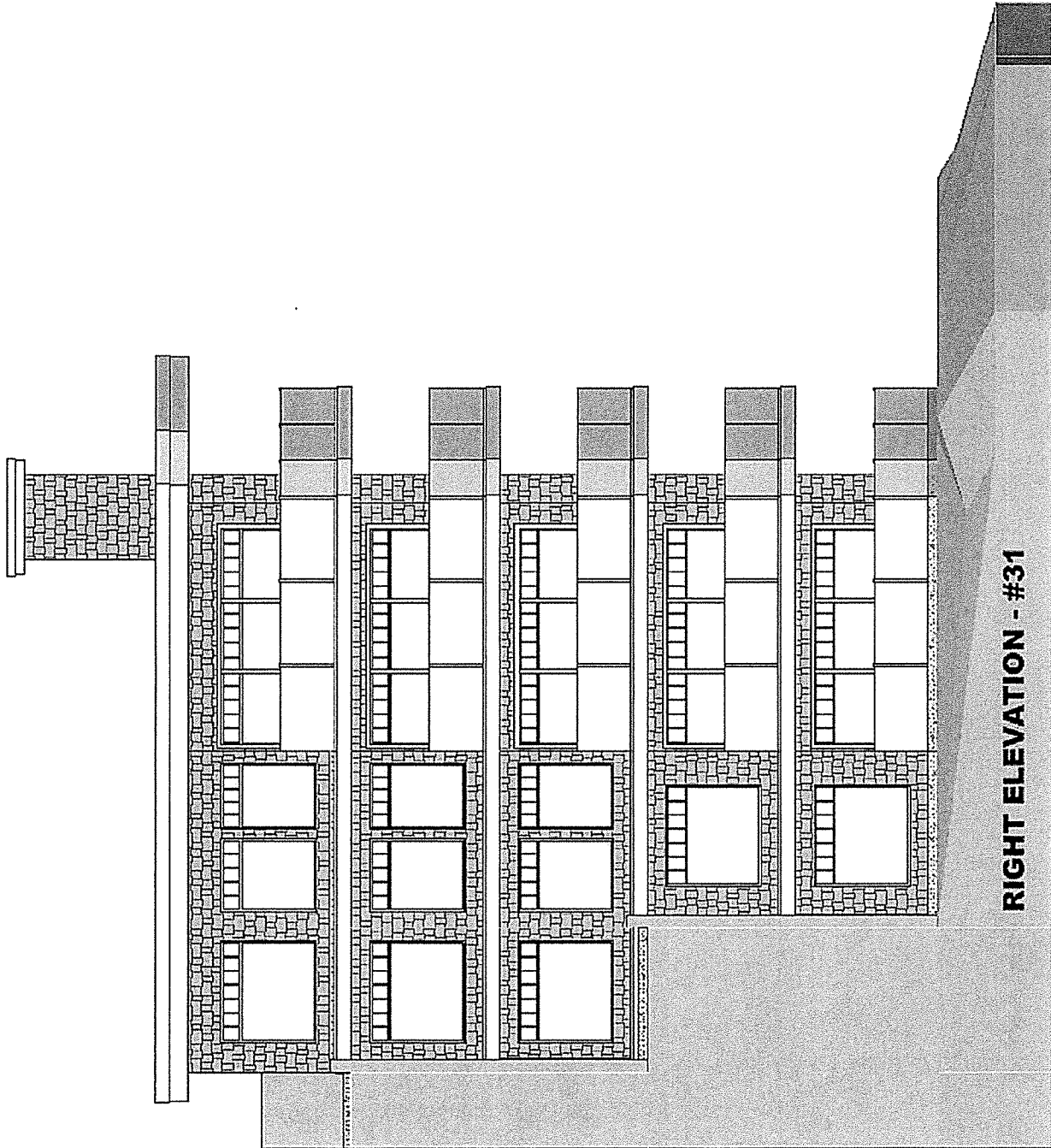




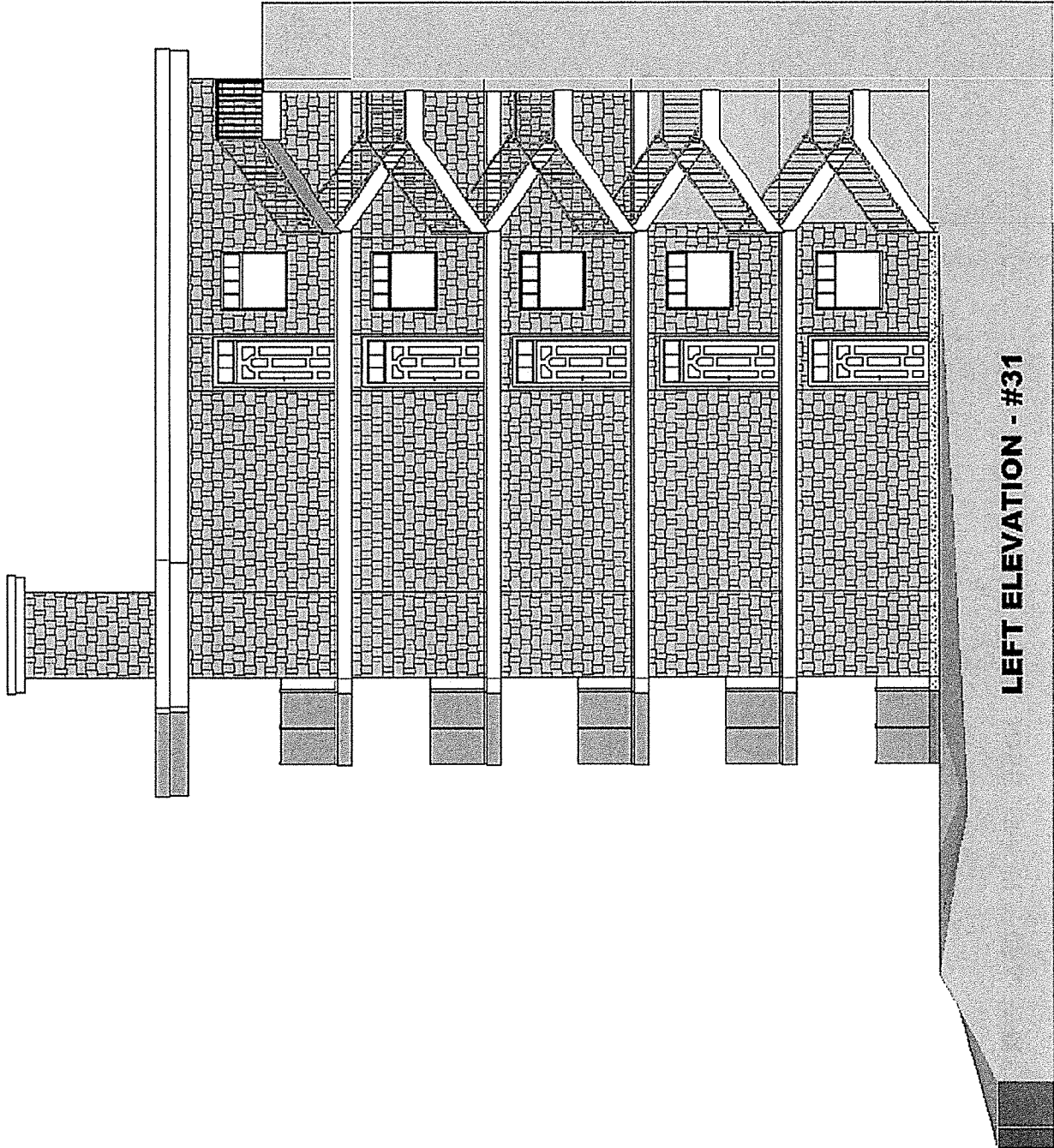
REAR ELEVATION - #33-35



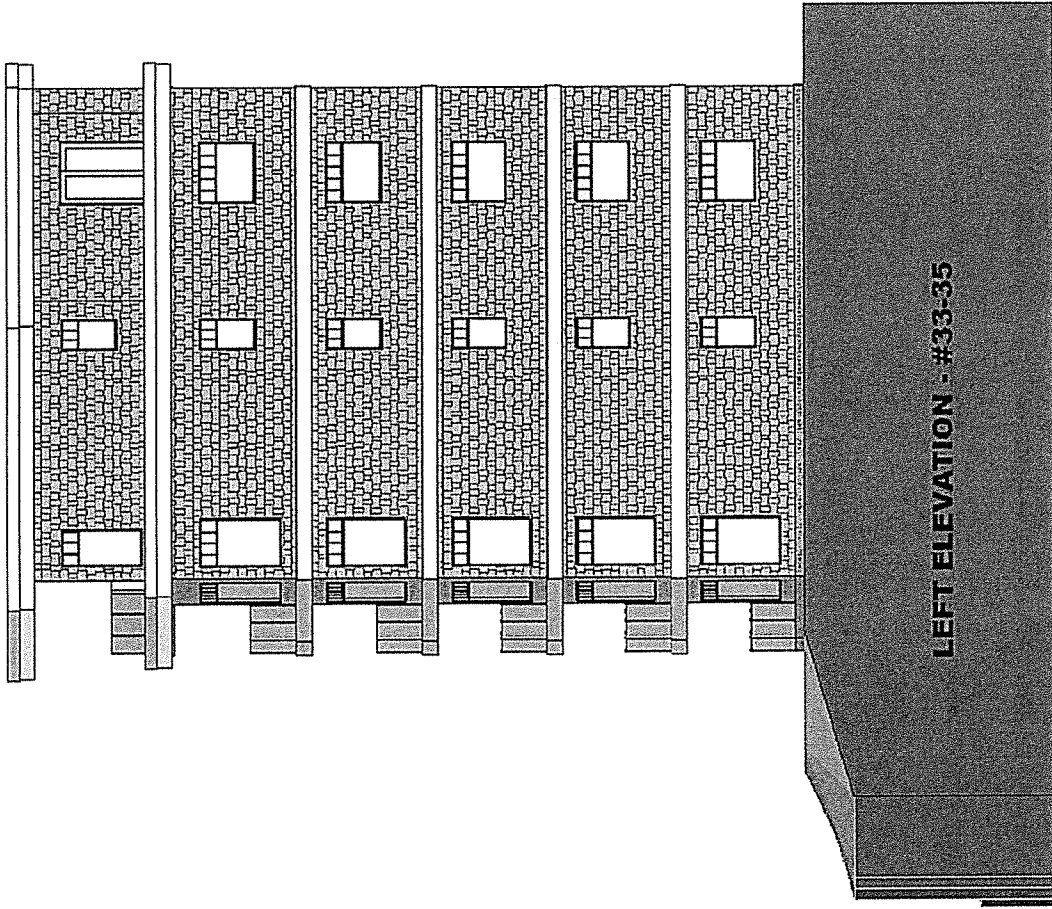




**RIGHT ELEVATION - #31**



LEFT ELEVATION - #31





Adopted: July 9<sup>th</sup>, 2007  
Amended by Council Resolution April 14, 2009  
Amended by Council Resolution August 8, 2011

## ***Development Application Procedure Policy, 2011***

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- 1.0 The District of Sooke Planning Department accepts applications under Bylaw No. 490, *Development Procedures Bylaw, 2011* (as amended) and other approvals for:
  - Official Community Plan Bylaw Amendments (section 2 of this Policy);
  - Zoning Amendment Bylaws (section 3 of this Policy);
  - Development Permits (section 4 of this Policy);
  - Development Variance Permits (section 5 of this Policy);
  - Board of Variance Permits (section 6 of this Policy);
  - Applications for Exclusion, Inclusion, Subdivision and Non-Farm Use under the Agricultural Land Commission Act (section 7 of this Policy); and,
  - Temporary Commercial and Industrial Use Permits (section 8 of this Policy).
- 1.1 All applicants are encouraged to attend a pre-application meeting with District of Sooke staff prior to submitting an application. A pre-application form is required to be submitted to secure a date and time with staff.
- 1.2 All applicants must complete an application form as prescribed by the Municipal Planner, available from the District of Sooke Municipal Hall or the District website ([www.sooke.ca](http://www.sooke.ca)), pay the designated fees under Bylaw No. 490 and submit all the basic submittal requirements.
- 1.3 An application form submitted without all the basic submittal requirements will be deemed incomplete and returned to the applicant.
- 1.4 District of Sooke Planning staff conducts an initial review of all applications, and if necessary, requests *additional information* from applicants and works with the applicant to resolve any issues prior to processing the application.
- 1.5 *Additional information* may be requested by staff at any stage of the application to help resolve issues that arise.

- 1.6 This policy is subject to Provincial and District of Sooke legislation as amended or replaced from time to time including, but not limited to the following;

*Agricultural Land Reserve Act*

*Community Charter*

*Local Government Act*

District of Sooke:

Bylaw No. 490, *Development Procedures Bylaw, 2011*

Bylaw No. 422, *Council Procedure Bylaw, 2009*

Bylaw No. 109, *Sooke Sign Regulation Bylaw, 2003*

Policy No. 8.4, *Manufactured Home Park Redevelopment Policy, 2008*

Policy No. 9.1, *Land Use Activities Contrary to Current Bylaws and Resolutions*

Policy No.13.2, *Affordable Housing & Social Housing Policy, 2007*

Policy No.13.3, *Community Amenity Contribution Policy, 2010*

## DEVELOPMENT PERMIT APPLICATIONS

### 4.0 The procedures for assessing Development Permit applications are as follows:

#### 4.1 The applicant must submit the following basic submittal requirements:

4.1.1 A complete application form signed by the property owner(s).

4.1.2 All applicable application fees.

4.1.3 If there is more than one property owner or the applicant is not a property owner then an *Owner's Authorization Form* must be completed.

#### 4.1.4 All applications must include the following:

- a *State of Title Certificate*, to be dated within 30 days of the application and include copies of all non-financial charges on title (ie. covenants, easements, rights of ways, etc.).
- 3 copies of a legibly scaled (metric) Site Plan, one reduced 8.5" x 11" copy of the Site Plan and one digital copy of the Site Plan showing:
  - Designer/architect name
  - Civic address and legal description
  - Lot area and lot coverage
  - Total floor area (if applicable)
  - Density and dwelling units
  - Location of accesses
  - Location and dimensions of all vehicle and bicycle parking and loading bays
  - Dimensions of the property lines, rights of ways, easements
  - Dimensions and setbacks of existing and proposed buildings, structures and utilities
  - Location of high water mark or top of bank of watercourses and riparian areas (if applicable) or location of SPEA if Riparian Areas Assessment has been completed
  - Location and grade of steep slopes (> 30%)

- Location of all existing and proposed water lines, gas lines, wells, septic fields, sanitary sewer and storm drain facilities
  - Location of any contaminated or polluted sites
  - Scale bar and north arrow
  
  - Elevation plan showing:
    - Exterior finishing materials and colours
    - Average, existing and finished grades
    - Height from finished grade (provide average grade calculations)
    - Building sections
    - Recession Plane, if applicable
  
  - Landscape Plan from a *Registered Landscape Architect* with:
    - Detailed planting plan (species, size, quantity, locations, irrigation, finished grade)
    - Estimate of costs for completion of the landscaping plan
- 4.2 Staff may also request the following additional information at any point to assist with the evaluation of the Development Permit Application:
- That the Site Plan and Elevation Plan drawings be in accordance with the Architects Act of British Columbia.
  - That the Site Plan include location of sidewalks, pathways, curbs, boulevards, edge of pavement and transit stops, manoeuvring aisles, and vehicle stops.
  - Contour plan with existing and proposed contours at 0.5m intervals.
  - Landscape plan location and design of outdoor lighting.
  - Floor plans with uses of spaces and dimensions for all levels
  - Building signage details
  - Archaeology Study
  - Ecological Study
  - Rainwater management plan
  - Affordable Housing Unit Specifications
  - Traffic study
  - Riparian Area Assessment Report
  - Other reports or assessments necessary to evaluate the Development Permit Application



- 4.3 The applicant may appeal, without charge, staff requests for basic submittal information or additional information in writing to Council.
- 4.4 Upon receipt of the application, the Development Services Clerk opens a new file in Tempest, logs events, assigns fees, processes invoice and passes the file to the GIS Department to create the subject property map.
- 4.5 The Development Services Clerk gives the completed application to the Municipal Planner, who assigns the application to a Planner.
- 4.6 The Planner reviews the application using guidelines in the Official Community Plan Bylaw and Zoning Bylaw, and any other Bylaws, Plans, Policies and Strategies approved by Council relevant to the application.
- 4.7 The Planner conducts a site investigation and reviews pertinent policy and issues that may need to be addressed.
- 4.8 The Planner completes referrals and distributes internally and to external agencies as required.
- 4.9 Staff forwards referral comments to applicant/owner and works with applicant/owner to resolve any major issues that may have arisen from the referral process.
- 4.10 If a Housing Agreement is required for the Development Permit application, Staff goes through the following process:
  - (a) Staff obtains a Bylaw number for the Affordable Housing Agreement Bylaw from Corporate Services and prepares the Agreement for review from internal Staff and the applicant.
  - (b) Staff prepares a report and the Affordable Housing Agreement Bylaw for presentation to Council and advises applicant of meeting date. The development permit application can be considered for approval by Council concurrently with the Affordable Housing Agreement Bylaw with the condition, stated within the Council resolution, that the Housing Agreement Bylaw be adopted by Council prior to issuance of the Development Permit.
  - (c) Council considers the Bylaw and at their discretion, may:
    - i. Give first, second and third reading to the Affordable Housing Agreement Bylaw; or
    - ii. Give first reading and instruct Staff to work with the applicant to resolve outstanding issues before returning to Council for consideration of second reading and third reading

- (d) Prior to final adoption of the Affordable Housing Agreement Bylaw, all applicable agreements and covenants must be signed by the required parties and registered to the property title.
  - (e) The Municipal Planner issues the development permit following adoption of Affordable Housing Agreement Bylaw.
- 4.11 Under Bylaw No. 305, *Development Permit Delegation Bylaw, 2009* specific Development Permit Applications can be approved by the Municipal Planner. Those applications that cannot be approved by the Municipal Planner must be considered by Council. Staff prepares report and development permit for Council or Municipal Planner consideration.
- 4.12 As directed by Bylaw No. 305, *Development Permit Delegation Bylaw, 2009*, Council or the Municipal Planner consider the staff reports and at their discretion, may:
- i. Approve the issuance of a Development Permit;
  - ii. Modify and approve the issuance of a Development Permit; or
  - iii. Request that the applicant to work with Staff to resolve outstanding issues and have Staff bring the Development Permit application back to Council or the Municipal Planner.
- 4.13 The Municipal Planner issues the development permit. Staff registers the Notice of Development Permit with the Victoria Land Registry Office.
- 4.14 Applicant/owner is notified of the decision and informed that the District will register the Development Permit to the title. A copy of the issued Development Permit is sent to the applicant/owner.
- 4.15 Prior to expiry of the development permit, an applicant can apply to renew a development permit for one year at Council or the Municipal Planner's discretion, provided that the application is the exact same and there is no staff time required to assess the application.
- 4.16 If at any time the applicant wants to alter or deviate from the particulars of a development permit after it is issued, a new application must be made. However, if the change is minor, Bylaw No. 305, *Development Permit Delegation Bylaw, 2009* permits the Municipal Planner to endorse a minor amendment to the permit.
- 4.17 Applications for minor amendments require the applicant to submit the basic submittal requirements for development permits listed in section 4.1 with drawings that clearly identify the amendments. The process for a minor amendment application will follow section 4.2 to section 4.9, section 4.13 and section 4.14.

4.18 The Municipal Planner shall determine if the development permit amendment request is minor and at the Municipal Planner's discretion, may approve the issuance of the amendment.

The following chart outlines examples of what may be considered a minor amendment to a development permit:

<b>1. Changes in the types and locations of landscaping materials, provided that:</b>
a) Such changes do not reduce total amount of landscaping material or cost estimate;
<b>2. The addition of a deck, patio, porch, or other appurtenance to a building, provided that:</b>
a) Such additions are less than 30 square meters; and
b) Such additions comply with the required setbacks in the Zoning Bylaw.
<b>3. A minor adjustment in the location and design of parking lots and access drives, provided that:</b>
a) Such adjustment does not encroach into any required buffer or other landscaped area;
b) Such adjustment does not require a variance;
c) Such adjustment does not reduce the number of parking spaces.

4.19 The Development Services Clerk updates all events in Tempest and scans all information related to the application in Tempest.

4.20 The application is changed in Tempest from "in progress" to "active".

## Tara Johnson

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**From:** Thornton Michael [REDACTED]  
**Sent:** Wednesday, September 10, 2014 10:03 AM  
**To:** Gord Howie  
**Cc:** Elisabeth Nelson; Tara Johnson; Katherine Lesyshen; Bonnie Sprinkling; Rob Howat [REDACTED]; Wellsby Rick  
**Subject:** Re: sooke point DP

Hi Gord,

Please accept this as a formal request to appear before Council on September 15th.

Please see notes below your questions below.

On 2014-09-10, at 8:25 AM, Gord Howie wrote:

Michael

We received some documents from Rick last night but still have some outstanding items as listed below. If you want to appear at Council on Sept. 15 please send me an email requesting to be a delegation. Staff will continue reviewing the material you have submitted in an attempt to provide Council with as much information as possible given the time constraints. Tara is in the office today if you require further clarification.

Gord Howie

Staff has reviewed the Development Permit application you submitted in the afternoon of September 8. The application remains incomplete because the following basic submittal requirements have not been submitted and/or have not been satisfied:

1. The Elevation Plans submitted must be designed and stamped by an Architect.

**Nowhere in the 'information requirements check list' can we see any requirement that an Architect must design and stamp elevations. Please note that we did not require this for our existing DP either. As explained at our meeting, if the DP is approved, we will retain an Architect to design the buildings in accordance with the DP prior to submission for a Building Permit.**

**I am in receipt of the document you sent from the Architectural Institute of BC. Please note that we are not planning or designing a building at this time. We are only seeking a form and character DP to commence that process, which will be done in collaboration with an AIBC Architect.**

2. On the application form, please clarify the number of buildings. Will you be building 1 or 2 or 5 buildings? You reference a different number of buildings throughout the application.

**As discussed in our meeting, we would appreciate Council and Staff giving us the ability to decide based on considerations at the time. We cannot predict what the market demand will be, nor what architects, the Fire Department and other professionals may recommend. We are simply requesting a form and character DP. Whether or not the buildings are 2 metres apart or joined, we do not think this will make any difference to**

their form or character from Sooke or the waterfront. We therefore request a DP that will give us the flexibility we all need to maximize the odds of success.

Staff and Council provided us with the existing DP that allows cottages to be moved, increased or decreased in size, and have height flexibility from 1 to 3 stories. We also have the ability to build up to 95 such cottages without specifying a precise number. The success the project has had to date is as a direct result of this flexibility. We have been able to custom tailor our offering to meet purchaser demand. For these very valid reasons we respectfully request an opportunity to present the application to Council as we have submitted it.

3. Landscape Plan with Landscape Cost Estimate for the new buildings.

This was discussed in our meeting on Friday. All of these buildings are over the cliff, snugged up against the rock. There is no landscaping required. The proposed rooftop garden will have foliage in moveable planters so that space can be used for an assortment of events, and many of the plants may be changed for seasonal displays, including Christmas.

4. Location and dimensions of all vehicle parking. If you are proposing parking in a parkade, a parkade plan is required.

We have specified that there will be parking provided in accordance with the District requirements, just as we did with the DP for 95 Cottages. There are 15 stalls shown in the proposed parkade area #32. That number will double or triple if we build a 2 or 3 level parkade. In addition, there is adequate parking already identified on the site plan as L1 to L31.

5. Add your description of colors and materials to your elevation plan.

Please note that this is shown on the Left Elevation as 'SookePoint Ocean-Sky Teal Blue Staggered Shakes, Shingles or Fire Resistant Material'.

6. You provided a page listing "proposed development permit conditions". These will not be conditions of the permit so please change the word "condition" to "description".

**Will do.**



**Tina Hansen**

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**Subject:** FW: sooke point DP

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**From:** Thornton Michael [REDACTED]  
**Sent:** Wednesday, September 10, 2014 10:03 AM  
**To:** Gord Howie  
**Cc:** Elisabeth Nelson; Tara Johnson; Katherine Lesyshen; Bonnie Sprinkling; Rob Howat [REDACTED] Wellsby Rick  
**Subject:** Re: sooke point DP

Hi Gord,

Please accept this as a formal request to appear before Council on September 15th.





## Bonnie Sprinkling

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**From:** Michael [REDACTED]  
**Sent:** Wednesday, September 10, 2014 11:56 PM  
**To:** Gord Howie  
**Cc:** Elisabeth Nelson; Tara Johnson; Katherine Lesyshen; Bonnie Sprinkling; Howatt Rob; Wendal Milne; Wellsby Rick  
**Subject:** DP Application Sep 10 2014.pdf  
**Attachments:** DP Application Sep 10 2014.pdf

Hi Gord,

Here is an updated DP application with the change you requested from Proposed development permit 'conditions' to 'description'.

I've also included the most up-to-date site plan, a colour chart, potential parkade parking stall sketch, etc.

Best wishes,

Michael





## FEES

<b>\$2,551.30 for 2,551.3 m2 plus \$1,000 = \$3,551.30</b>	<b>Application Fee</b>	<b>Additional Fee</b>	<b>Each Variance</b>
Development Permit Area under Official Community Plan	\$1,000	+\$1.00 per m <sup>2</sup> of new/additional Gross Floor Area for Commercial, Industrial and Institutional and +\$200 per Dwelling Unit for residential to a maximum of \$15,000	+\$200
Development Permit under Official Community Plan where the owner of the subject property is an educational institution other than a private educational institution	\$800	n/a	
Development Permit under Official Community Plan where the owner of the subject property is a religious organization	\$700	n/a	
Development Permit under Official Community Plan where the owner of the subject property is a registered non-profit society or a library under the <i>Library Act</i>	\$500	n/a	
Development Permit Amendment	\$700	n/a	
Preparation of covenant or other legal document required under bylaw	+actual cost plus \$100 per document		
Renewal of any development permit application, in accordance with District of Sooke Policy 8.4 as amended	50% of the original development permit fee, to a maximum of \$5,000		

Other enactments of the District of Sooke, the Province of British Columbia and the Government of Canada may apply to development affected by this bylaw. Applicants should satisfy themselves that all regulatory requirements affecting their proposal are met

## AUTHORIZATION

**WASTE MANAGEMENT ACT:** I, the applicant and/or owner, represent and warrant to the District of Sooke, knowing that the District of Sooke relies on this representation and warranty, that the property covered by this application has never, to the best of my knowledge having made due and diligent inquiry, been used for any purpose such that a site profile is required to be submitted under the British Columbia *Waste Management Act* and that the property is not contaminated or polluted in any way that would make it unlawful, unsafe or unsuited for the purpose for which it is to be used, including within the meaning of the British Columbia *Waste Management Act*.

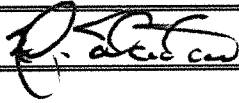
I have read and agree to the above paragraph MVT (initial)

**WAIVER AND INDEMNITY:** I, the applicant and/or owner, assume all risks incidental to this application and agree to release, save harmless and indemnify the District of Sooke and its officials, agents, servants and representatives, from and against all claims, actions, costs, expenses and demands with respect to the death, injury, loss or damage to persons or property arising out of or in connection with this application. I agree to conform to all applicable bylaws. I understand that no warranty is implied for the approval of this application and that this waiver and indemnity is binding on me, my heirs, executors and assigns.

I have read and agree to the above paragraph MVT (initial)

The undersigned owner/authorized agent of the owner (**Owner's Authorization Form attached**) makes an application as specified herein, and declares that the information submitted in support of the application is true and correct in all respects.

Applicant's Signature



Date

August 27, 2014

Other enactments of the District of Sooke, the Province of British Columbia and the Government of Canada may apply to development affected by this bylaw. Applicants should satisfy themselves that all regulatory requirements affecting their proposal are met.

**FREEDOM OF INFORMATION NOTICE:** Personal information contained on this form is collected under the *Freedom of Information and Protection of Privacy Act* and will be used for the purpose of processing this application and for municipal statistics. Enquiries about the collection or use of information on this form may be directed to the Deputy Clerk.

3

## INFORMATION REQUIREMENTS

Required	May be Required by District Staff
<ul style="list-style-type: none"> <li><input type="checkbox"/> a <b>State of Title Certificate</b>, to be dated within 30 days of the application and include copies of all non-financial charges on title (ie. covenants, easements, right-of-ways, etc.).</li> <li><input type="checkbox"/> <b>3 copies of a legibly scaled (metric) Site Plan, one reduced 8.5" x 11" copy of the Site Plan and one digital copy of the Site Plan showing:</b> <ul style="list-style-type: none"> <li><input type="checkbox"/> Designer/architect name</li> <li><input type="checkbox"/> Civic address and legal description</li> <li><input type="checkbox"/> Lot area and lot coverage</li> <li><input type="checkbox"/> Total floor area (if applicable)</li> <li><input type="checkbox"/> Density and dwelling units</li> <li><input type="checkbox"/> Location of accesses</li> <li><input type="checkbox"/> Location and dimensions of all vehicle and bicycle parking and loading bays</li> <li><input type="checkbox"/> Dimensions of the property lines, right of ways, easements</li> <li><input type="checkbox"/> Dimensions and setbacks of existing and proposed buildings, structures and utilities</li> <li><input type="checkbox"/> Location of high water mark or top of bank of watercourses and riparian areas (if applicable) or location of SPEA if Riparian Areas Assessment has been completed</li> <li><input type="checkbox"/> Location and grade of steep slopes (&gt; 30%)</li> <li><input type="checkbox"/> Location of all existing and proposed water lines, gas lines, wells, septic fields, sanitary sewer and storm drain facilities</li> <li><input type="checkbox"/> Location of any contaminated or polluted sites</li> <li><input type="checkbox"/> Scale bar and north arrow</li> <li><input type="checkbox"/> Elevation plan showing:               <ul style="list-style-type: none"> <li>• Exterior finishing materials and colours</li> <li>• Average, existing and finished grades</li> <li>• Height from finished grade (<i>provide average grade calculations</i>)</li> <li>• Building sections</li> <li>• Recession Plane, if applicable</li> </ul> </li> <li><input type="checkbox"/> Landscape Plan from a <i>Registered Landscape Architect</i> with:               <ul style="list-style-type: none"> <li>• Detailed planting plan showing planting (species, size, quantity, locations, irrigation, finished grade, fencing, outdoor lighting)</li> <li>• Estimate of costs for completion of the landscaping plan</li> </ul> </li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Site plan to also include:           <ul style="list-style-type: none"> <li>• Location of sidewalks, pathways, curbs, boulevards, edge of pavement and transit stops</li> </ul> </li> <li><input type="checkbox"/> Contour plan with existing and proposed contours at 0.5m intervals.</li> <li><input type="checkbox"/> Floor plans with uses of spaces and dimensions for all levels</li> <li><input type="checkbox"/> Building signage details</li> <li><input type="checkbox"/> Archaeology Study</li> <li><input type="checkbox"/> Ecological Study</li> <li><input type="checkbox"/> Rainwater management plan</li> <li><input type="checkbox"/> Traffic study</li> <li><input type="checkbox"/> Riparian Area Assessment Report</li> <li><input type="checkbox"/> Other reports or information as required</li> <li><input type="checkbox"/> That the Site Plan and Elevation Plan drawings be in accordance with the <i>Architects Act of British Columbia</i></li> </ul> <p style="text-align: center;"><b>D.P. Payment:</b></p> <p style="text-align: center;"><b>\$2,551.30 for 2,551.3 m<sup>2</sup></b>  <b>plus \$1,000</b>  <b>= \$3,551.30</b></p>

## OWNER'S AUTHORIZATION FORM

All property owners registered on the Certificate of Title must provide written approval to allow the APPLICANT to act on their behalf.

Michael Thornton, is hereby authorized to act as my agent for the purpose of All Zoning, Building & Development Permit Applications, located at:

Street Address: 1000 Silver Spray Drive  
Legal Description: Lot B Block     Section 78 Plan VIP89003 Except  
PID 028-633-075

### REGISTERED OWNER 1

Name of Registered Owner:	<u>752108 Ontario Inc.</u>
Signature of Registered Owner:	<u>[Redacted Signature]</u> <i>President</i>
Date:	<u>Mar. 3, 2013</u>
Per:	<u>Michael R. Levine</u>

### REGISTERED OWNER 2

Name of Registered Owner:	_____
Signature of Registered Owner:	_____
Date:	_____

### REGISTERED OWNER 3

Name of Registered Owner:	_____
Signature of Registered Owner:	_____
Date:	_____

### REGISTERED OWNER 4

Name of Registered Owner:	_____
Signature of Registered Owner:	_____
Date:	_____

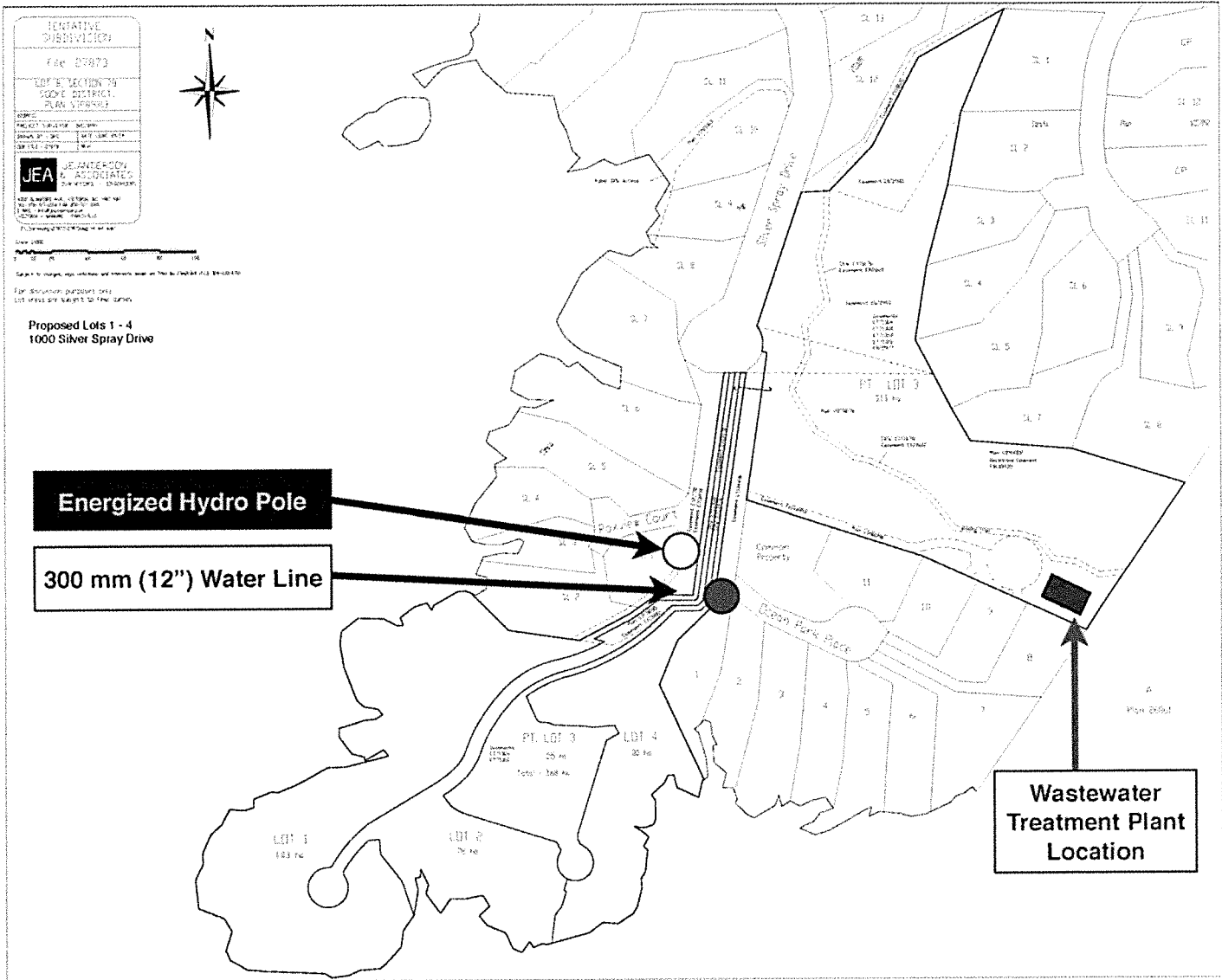
Other enactments of the District of Sooke, the Province of British Columbia and the Government of Canada may apply to development affected by this bylaw. Applicants should satisfy themselves that all regulatory requirements affecting their proposal are met.

Proposed Development Permit Descriptions for:  
**Silver Spray Lodge Private Residence Club**  
**SookePoint 'Surfside Yacht Suites'**

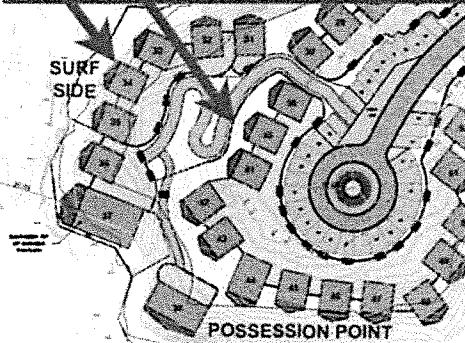
1. The total number of Lodge Surfside Yacht Suite buildings authorized in this permit is 5 including the parkade.
2. Buildings may be constructed in phases and/or joined into 1, 2, 3 or 4 buildings.
3. The building or buildings shall be developed with staggered rooflines and design generally in accordance with the attached drawings.
4. Building locations, elevations and access may be adjusted to accommodate adequate building separation, design or topographical considerations.
5. Pursuant to the Density Bonus Provisions within Section 3.7 of Sooke Zoning Bylaw 600, building heights may be increased by one storey if 80% or more of the on-site parking spaces are provided as underground parking spaces or concealed within the building.
6. The building or buildings shall be concealed from their street frontage by a parkade rooftop garden and viewing area. With the exception of the highest roof, which may also be used for part of the rooftop garden and viewing area, the roofs below will be beach-scaped with rocks and driftwood.
7. Buildings exterior siding shall be shakes, shingle or fire-resistant material in the same SookePoint Ocean-Sky Teal Blue (Hex Color Code Teal # 008080) with contrasting white trim to match Cottages, or blended in to match the rock cliff into which they are set.
8. The minimum distance between other principal buildings shall be 2 metres from bearing walls, excluding overhangs, walkways, elevators, stairs, parkade and the SW Tip of Canada Pavilion.
9. Zero lot line setbacks are permitted along common boundaries within the Silverspray CD-3 Zone Area 'A'.
10. No building permits shall be issued for the buildings shown within 15m of the natural boundary of the sea until a report prepared by a professional engineer qualified to provide geotechnical advice confirms that the location of the building is safe for the intended use, given a geo-hazard with a 2% probability of exceedence in 50 years.



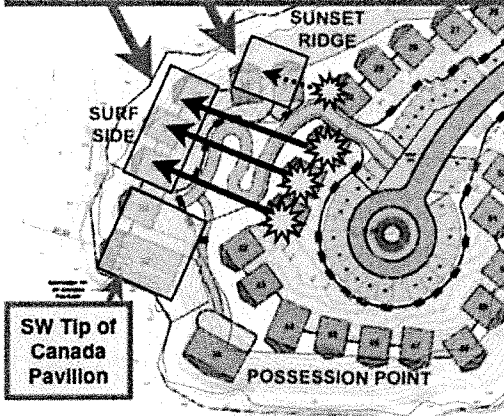
<b>Project:</b>	<b>SookePoint 'Surfside Yacht Suites'</b> (part of Silver Spray Lodge Private Residence Club)		
<b>Developer:</b>	Landus Development Group Inc	Michael Thornton	604 921-5957 <a href="mailto:michael@sookepoint.com">michael@sookepoint.com</a>
<b>Civic Address of Property:</b>	1000 Silver Spray Drive - Sooke		
<b>Legal Description of Property:</b>	Lot B, Section 78, Sooke District Plan VIP 89003	PID #: 028 - 633 - 075	
<b>Zoning:</b>	Area A of the Silverspray Comprehensive Development Zone (CD-3)		
<b>Project Description:</b>	1 to 5 buildings, including the parkade 5 to 7 floors in height, planned to be adjacent to underground parking May be some amenities within or below or above the building(s)		
<b>Site area:</b>		70,211 m2	755,766 sf
Building Footprint:	Main floor only	481 m2	5,177 sf
Site Coverage:	Permitted	50%	
	Proposed for main floor	0.69%	
Floor Area:	First floor	439 m2	4,727 sf
	Second floor	439 m2	4,727 sf
	Third floor	481 m2	5,177 sf
	Fourth floor	481 m2	5,177 sf
	Fifth floor	481 m2	5,177 sf
	Sixth floor	219 m2	2,360 sf
	Total:	2,540 m2	27,345 sf
Floor Space Ratio:	Permitted	80%	604,613 sf
	Proposed	3.62%	27,345 sf
<b>Building Setbacks:</b>			
Front Yard		NA	
Side Yard		NA	
Rear Yard (Ocean side)	Permitted	5 m	
<b>Building Height:</b>	Permitted	20.0 m	
	Proposed	19.4 m	
Option, under special bylaw	May include an additional floor +	3.43 m	
<b>Parking:</b>	1 parking stall per unit Minimum of 2 (10%) guest parking stalls Size of stalls and guest parking spaces meet Sooke District requirements.		
<b>Access:</b>	Port Cochere to elevators & stairs Access also through parkade		



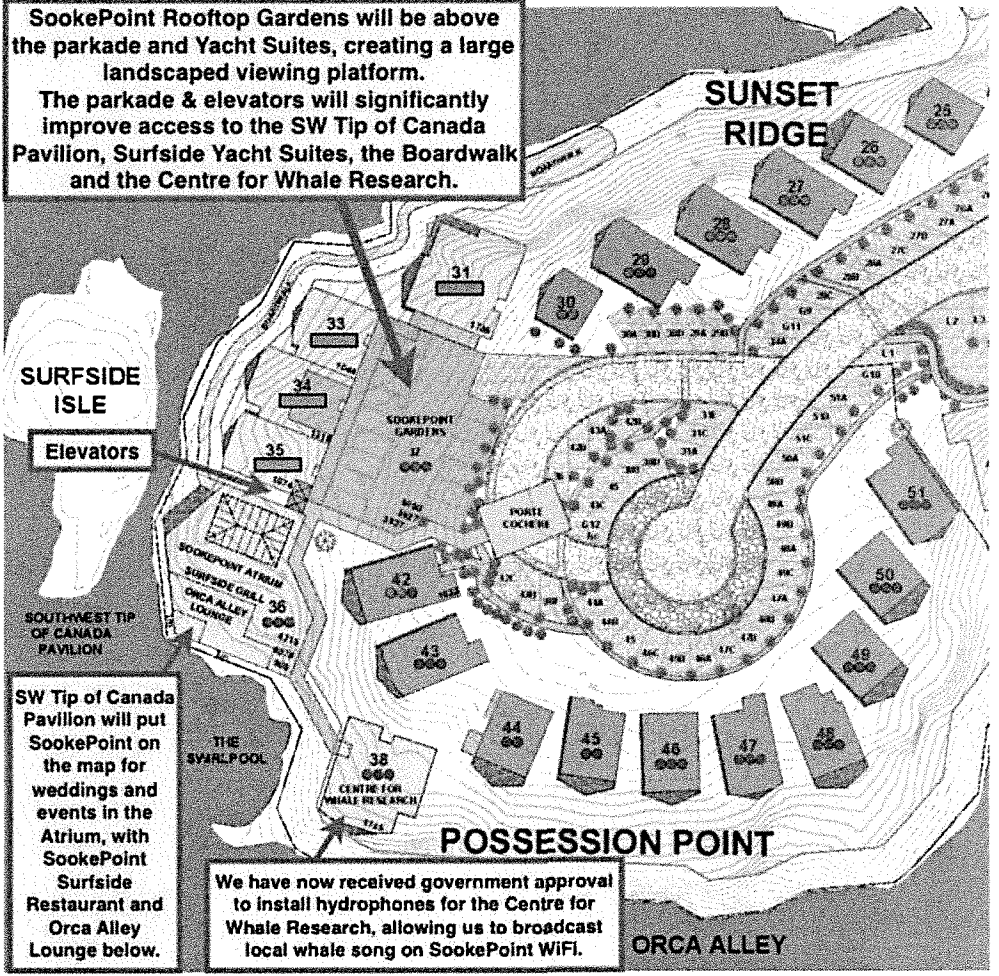
The original Development Permit has 2 rows of Surfside Cottages, each row of which may have up to 3 floors.



It will be more efficient to stack Yacht Suites in just 2 buildings, at heights permitted by zoning, creating space behind for a parkade, elevators & rooftop gardens.



SookePoint Rooftop Gardens will be above the parkade and Yacht Suites, creating a large landscaped viewing platform. The parkade & elevators will significantly improve access to the SW Tip of Canada Pavillion, Surfside Yacht Suites, the Boardwalk and the Centre for Whale Research.



SW Tip of Canada Pavillion will put SookePoint on the map for weddings and events in the Atrium, with SookePoint Surfside Restaurant and Orca Alley Lounge below.

We have now received government approval to install hydrophones for the Centre for Whale Research, allowing us to broadcast local whale song on SookePoint WIFI.

If 4 pairs of Cottages are stacked into 2 Yacht Suite buildings, a parkade can be built in the space behind, on the top of which 'SookePoint Rooftop Gardens' may be created. The Surfside buildings will be below SookePoint Gardens, and roofs can be beachscaped to enhance panoramic views, sweeping from sunrise over the Wilderness Park to sunset into the open Pacific.

SookePoint is more than 2 km across the water from Sooke

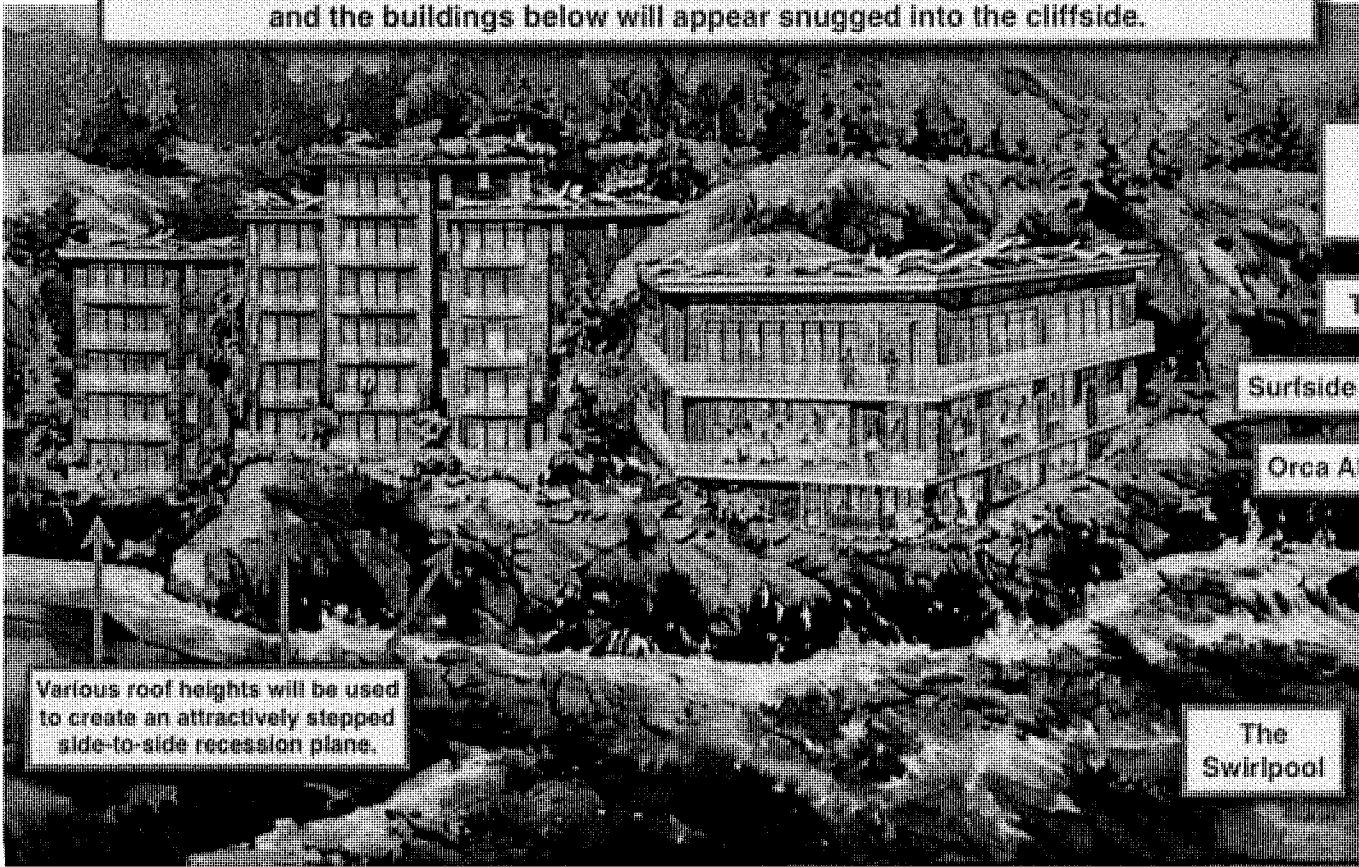
2.15 Km  
1.3 Miles

View to Sooke from SookePoint Possession Point

200 m  
1000 ft

Map data ©2014 Google - Edit in Google Map Maker

**SookePoint Rooftop Gardens will become the pinnacle for panoramic views, and the buildings below will appear snugged into the cliffside.**



**SW Tip of  
Canada  
Pavilion**

**The Atrium**

**Surfside Restaurant**

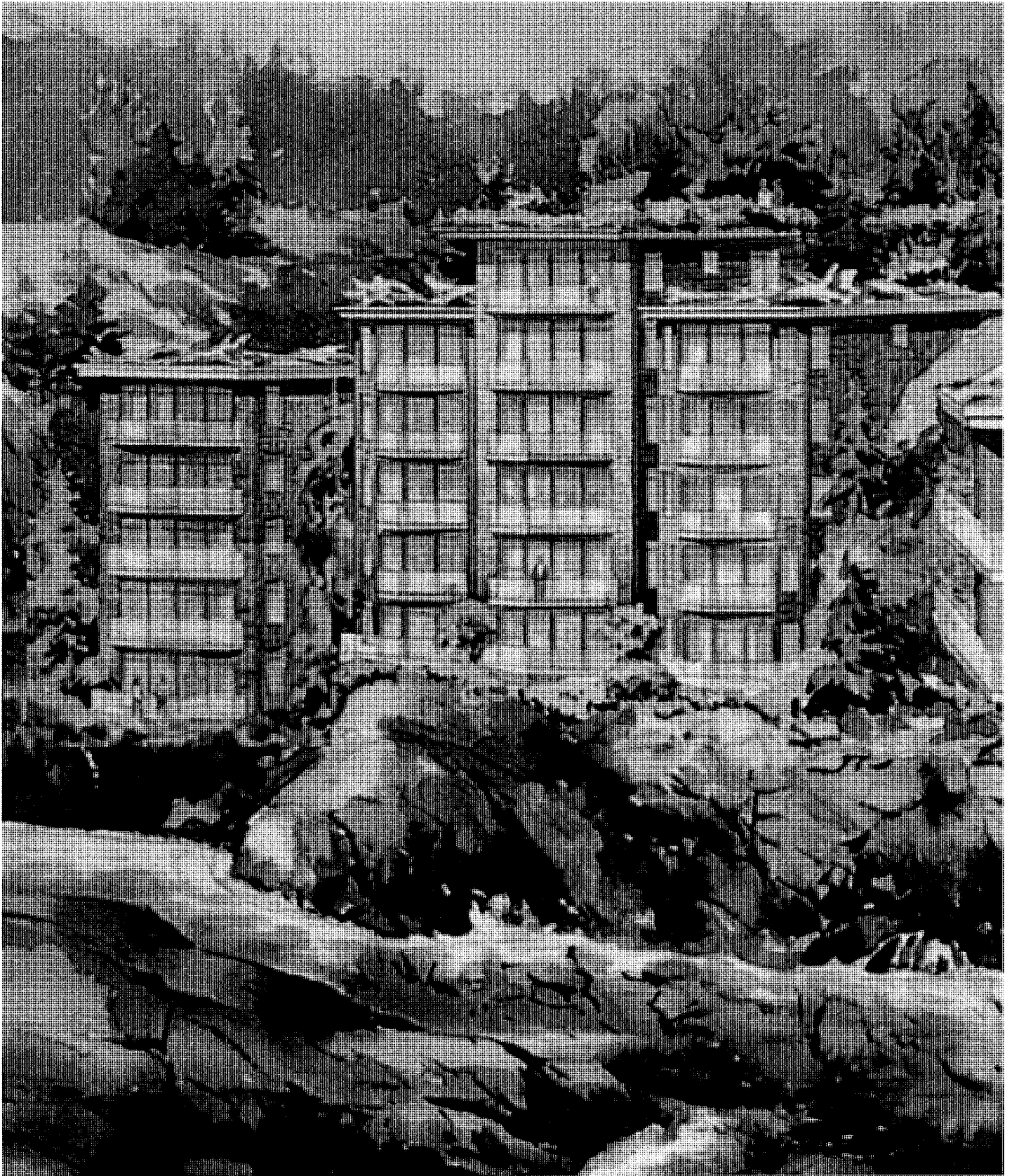
**Orca Alley Lounge**

**Various roof heights will be used  
to create an attractively stepped  
side-to-side recession plane.**

**The  
Swirlpool**

**'Yacht Suites' can be stacked below 'SookePoint Rooftop Gardens', and create a huge landscaped viewing platform, instead of 2 rows of 3-storey cottages. This is designed to tap a new market niche, free up space for an underground parkade, and provide the vertical structure necessary for elevators that better serve the SW Tip of Canada Pavilion, SookePoint Surfside Restaurant, Orca Alley Lounge, the Centre for Whale Research, the Boardwalk and all of the Surfside Yacht Suites.**



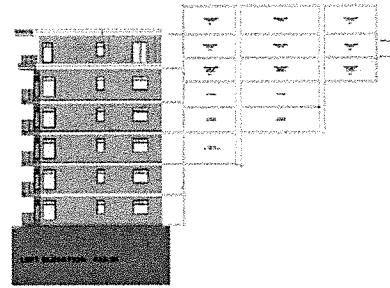
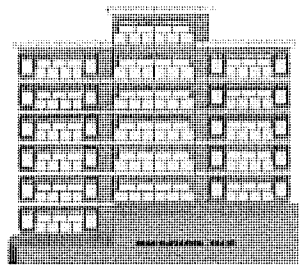
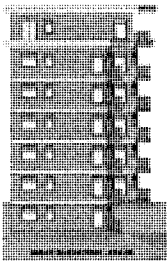
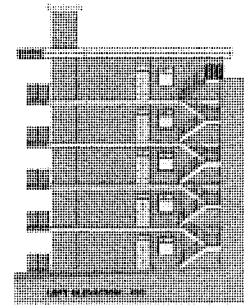
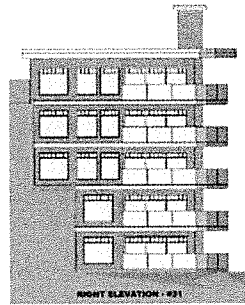
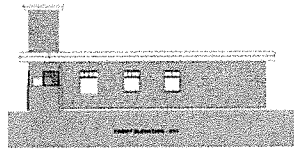
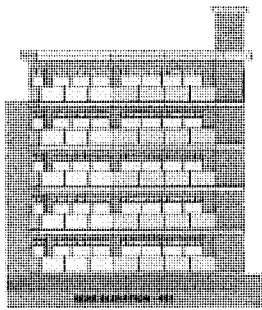


Application Area









Landus Development Group Inc.  
 Suite 203-5955 Fraser Street  
 Vancouver, B.C. Canada  
 V5W 2Z5  
 Ph: (604) 921-5957



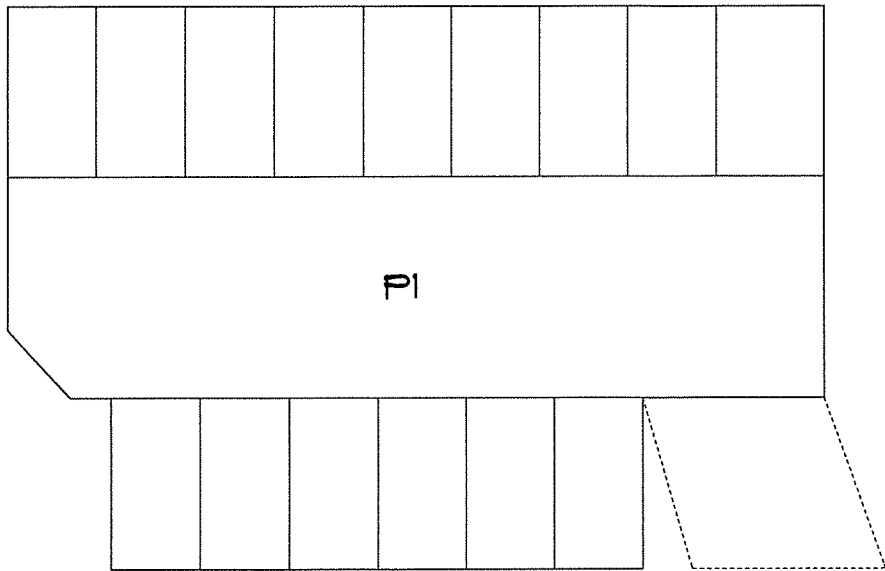
PLANS FOR  
 UNIT 31  
 UNITS 33-35  
 & PARKADE

REVISED 2014

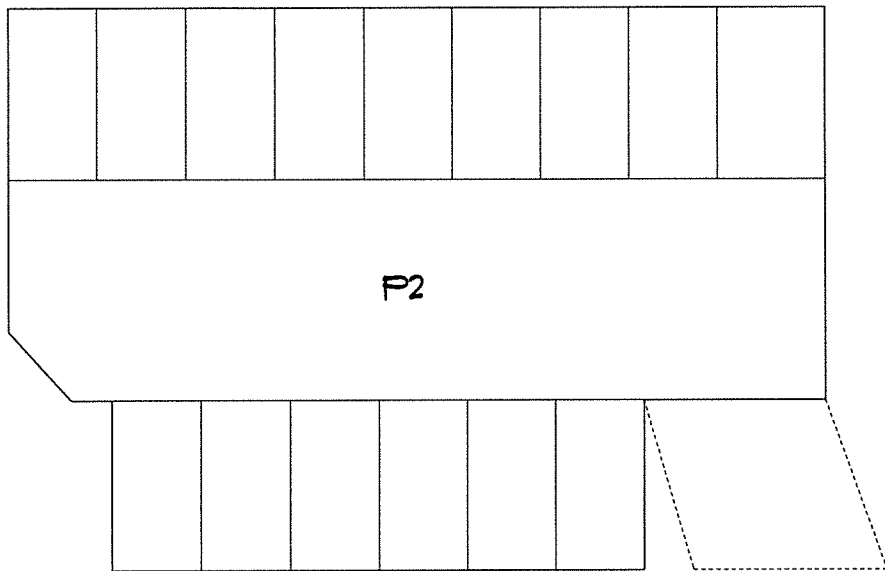


A-1

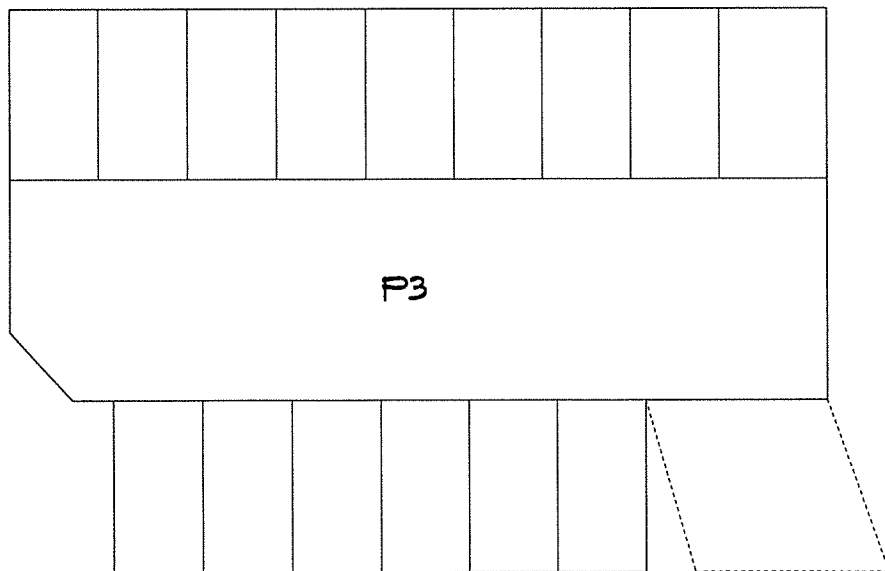




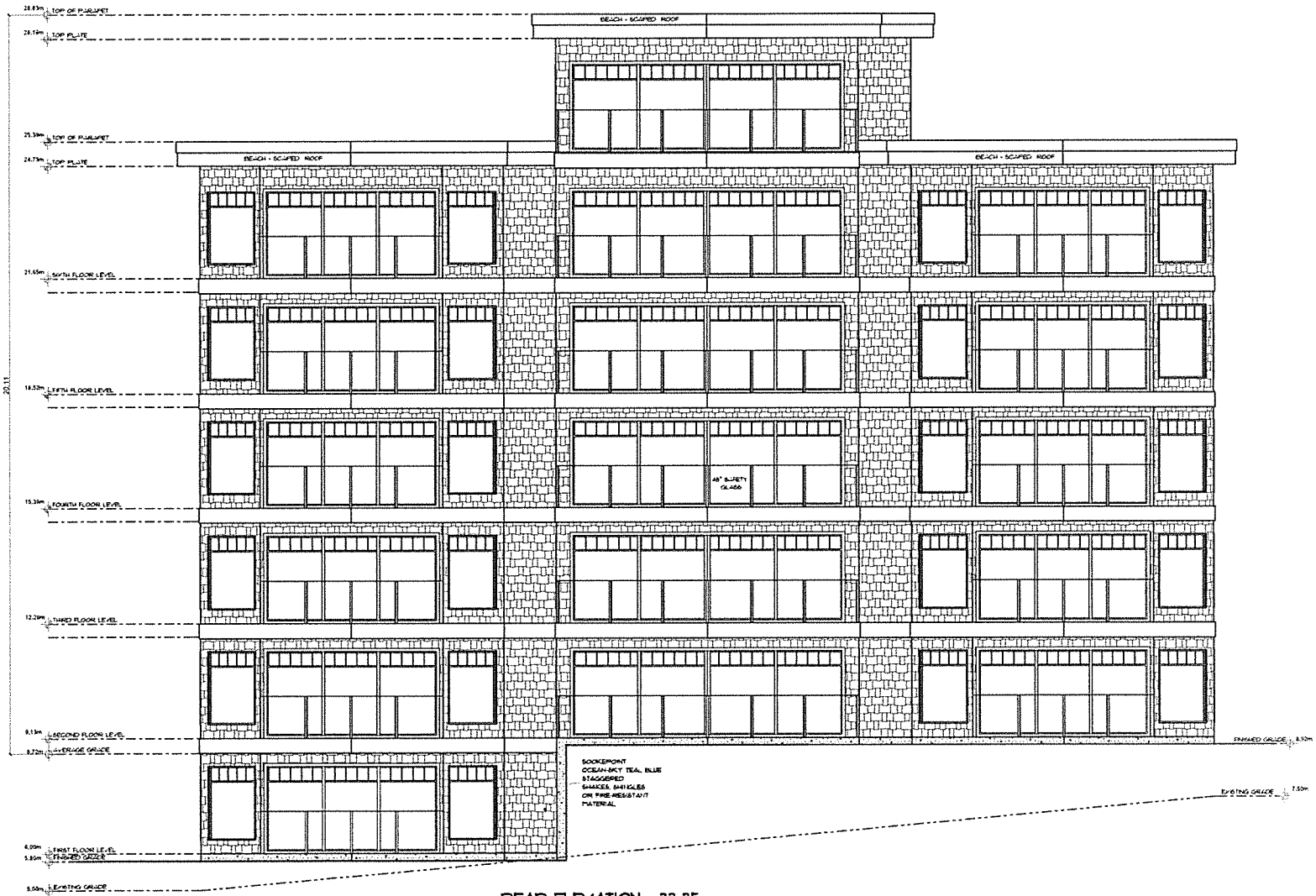
PARKADE LEVEL 1



PARKADE LEVEL 2

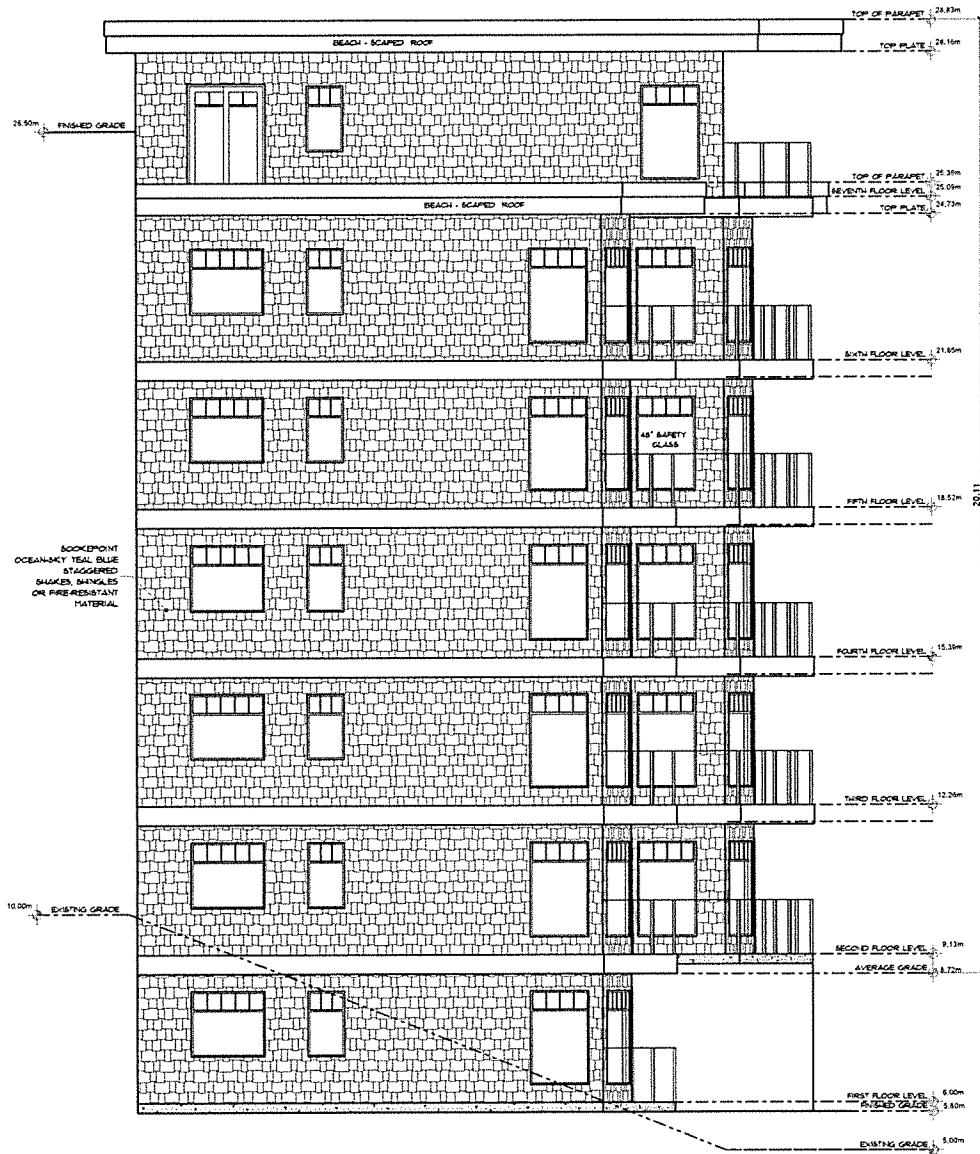


PARKADE LEVEL 3

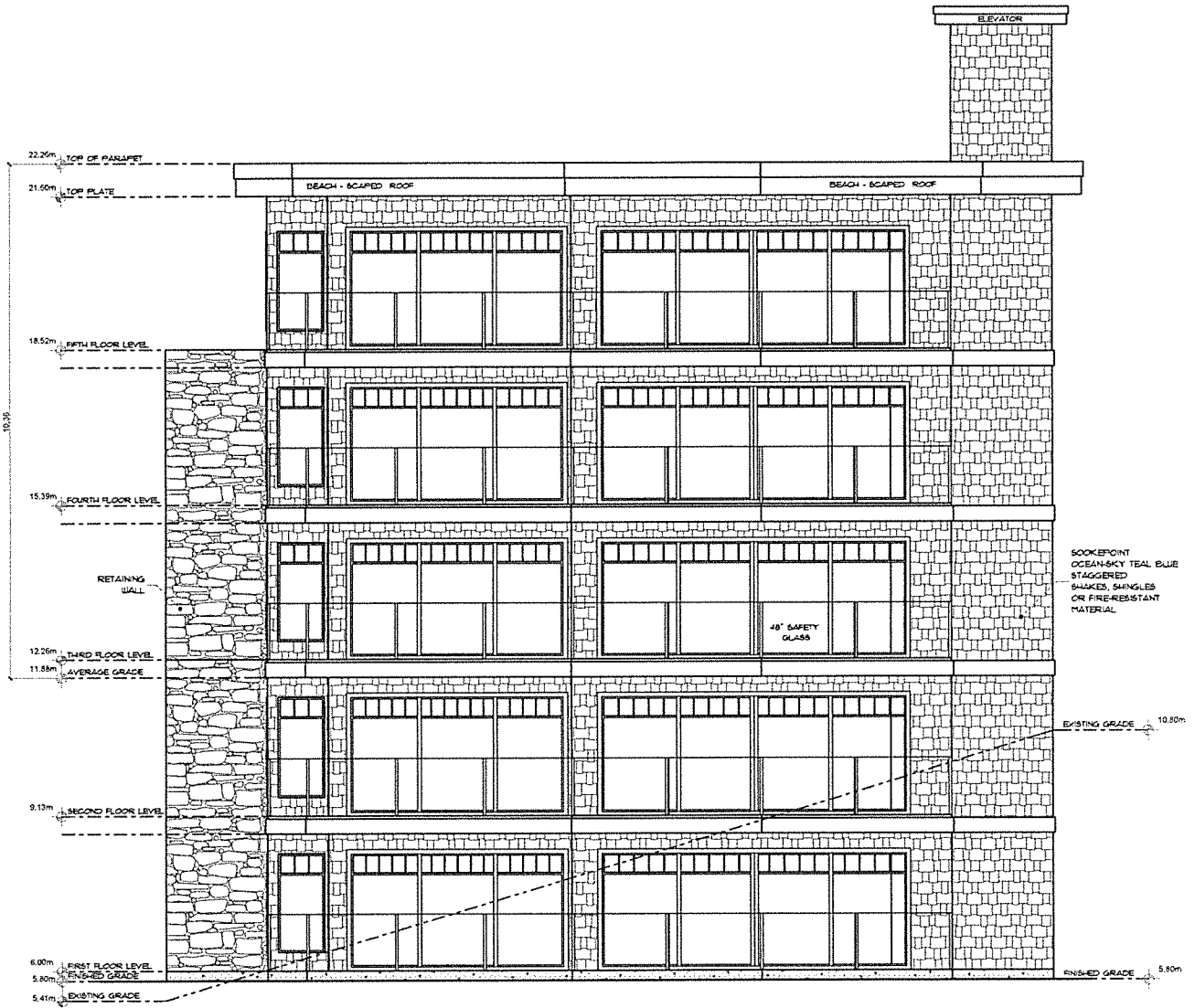


REAR ELEVATION - 33-35 1/4" = 1'-0"



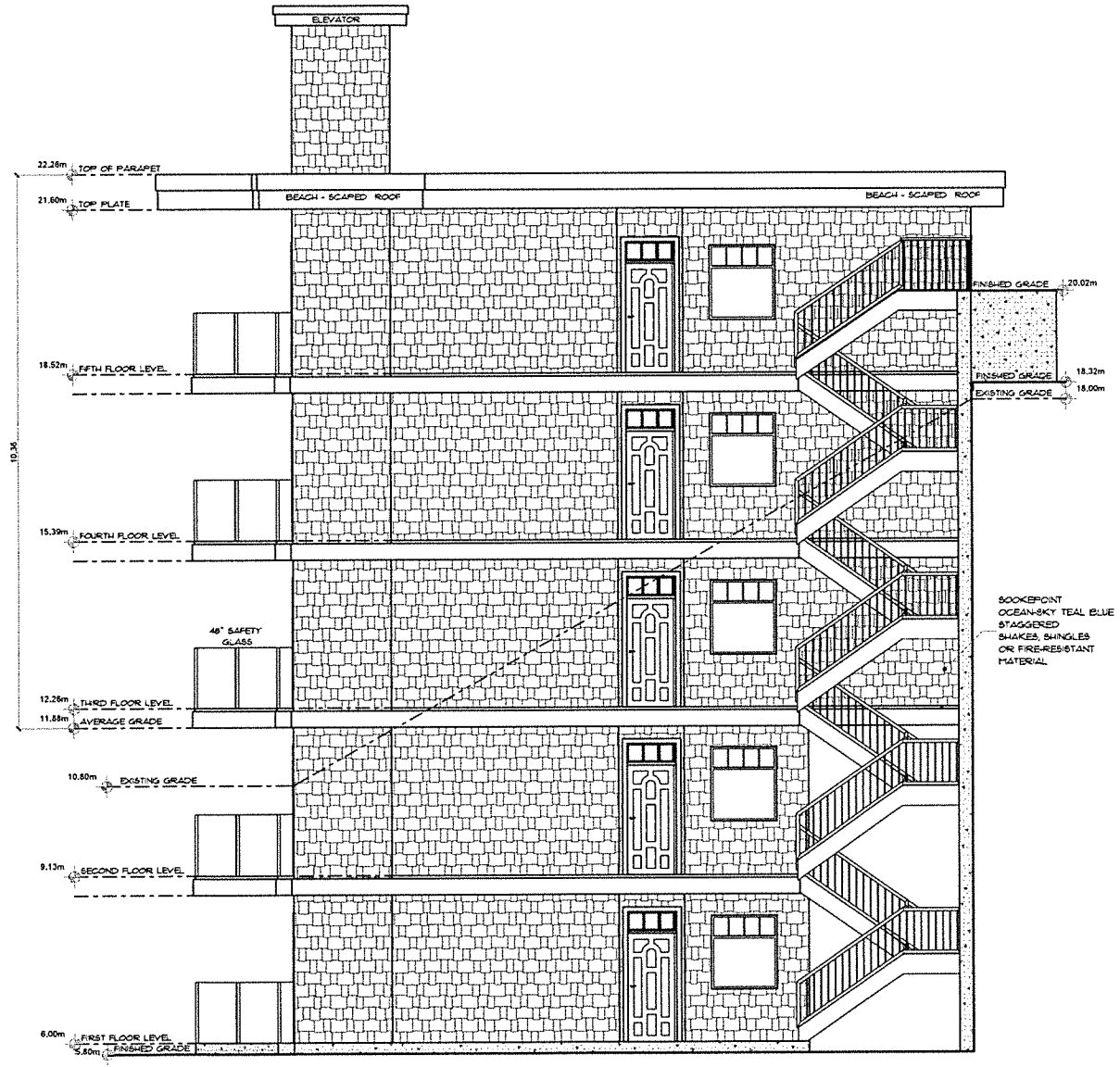


RIGHT ELEVATION - 33-35 1/4" = 1'-0"



REAR ELEVATION - 31

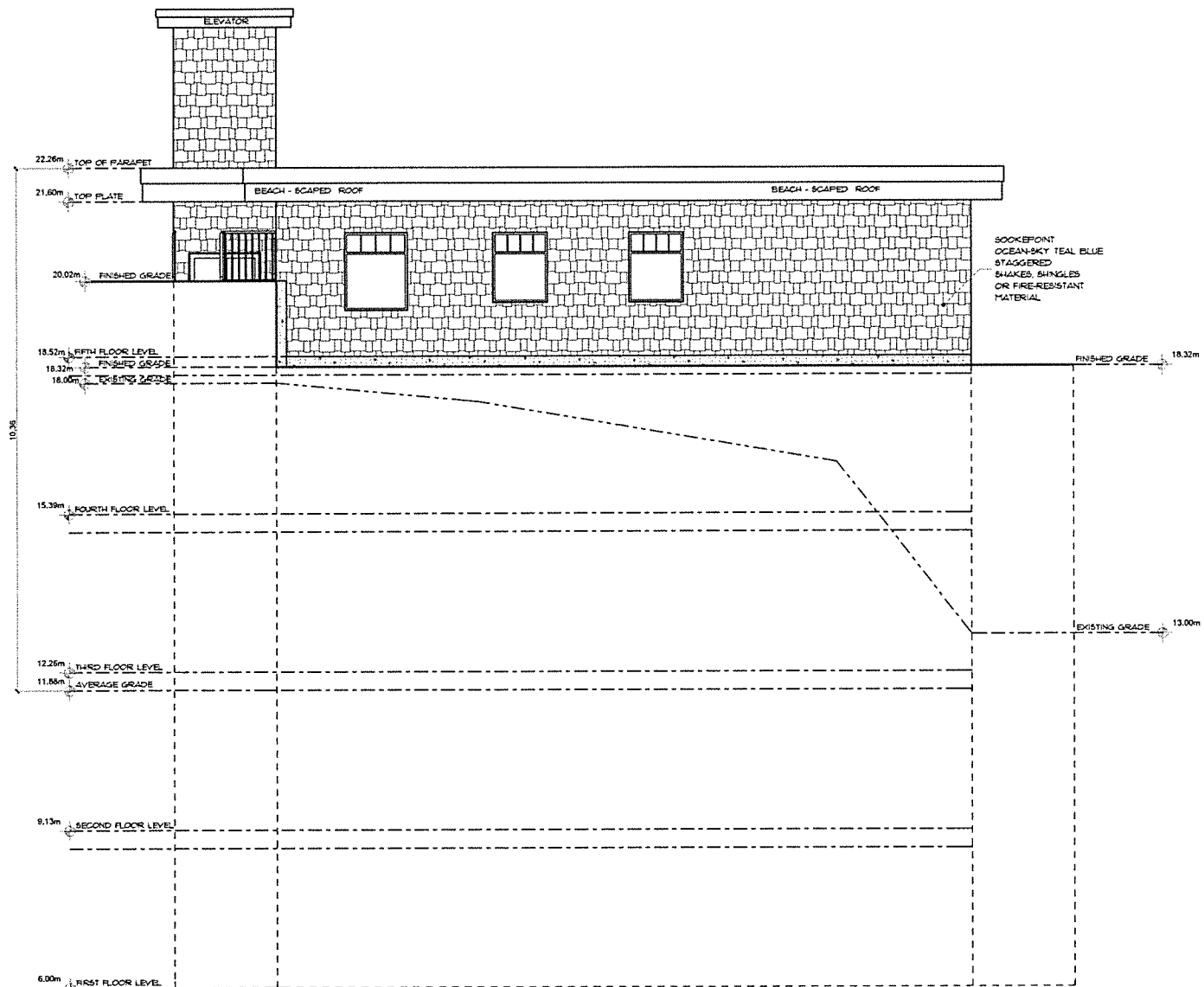
1/4" = 1'-0"

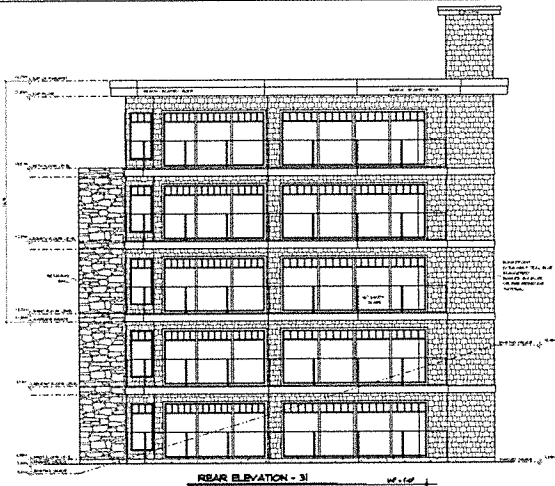


LEFT ELEVATION - 31

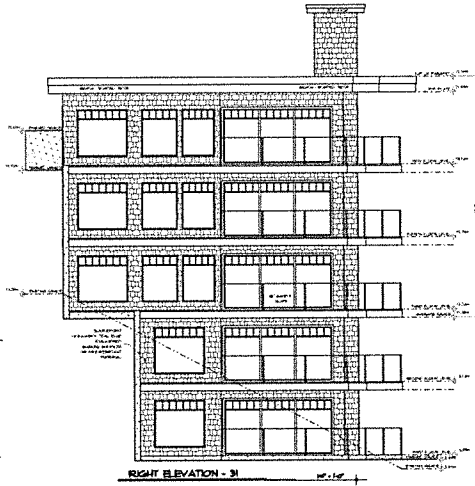
1/4" = 1'-0"



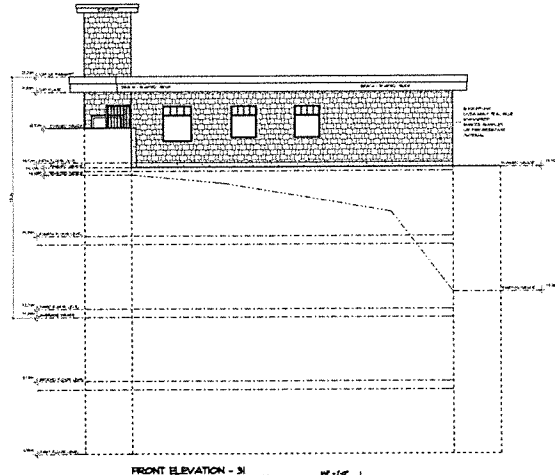




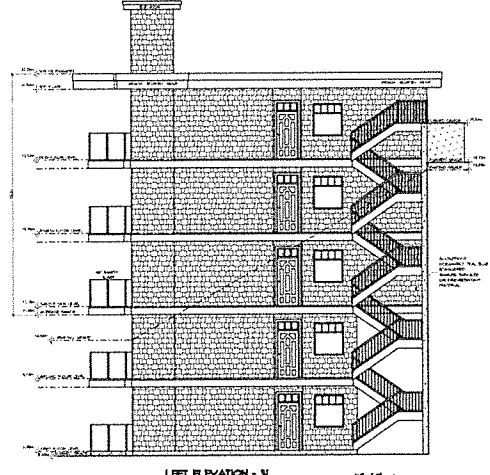
REAR ELEVATION - 31



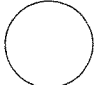
RIGHT ELEVATION - 31



FRONT ELEVATION - 31



LEFT ELEVATION - 31



Landus Development Group Inc.  
 Suite#203-5955 Fraser Street  
 Vancouver, B.C. Canada  
 V5W 2Z6  
 ph: (604) 521-5957

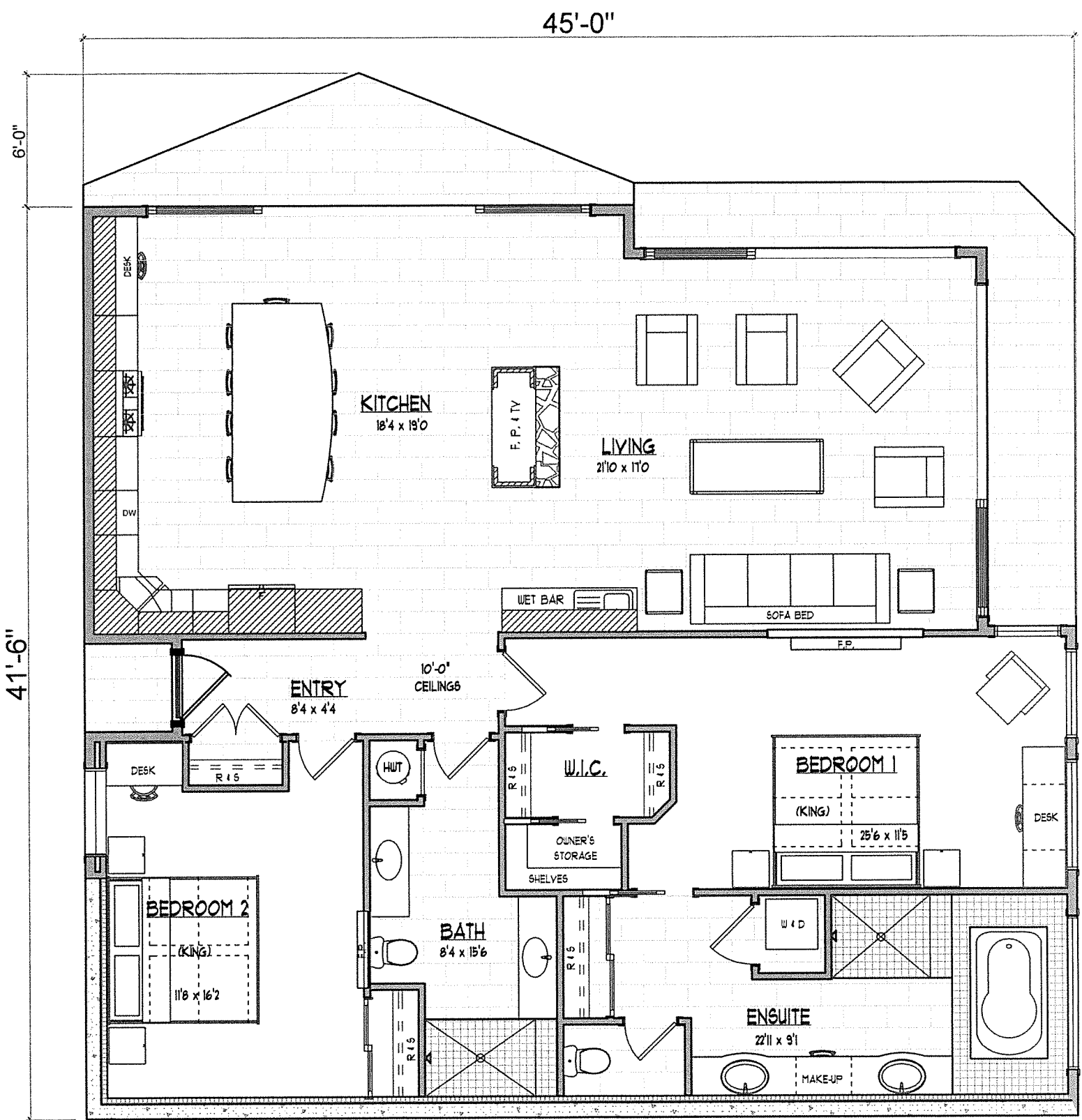


FOR MORE INFORMATION  
 CONTACT US AT  
 (604) 521-5957  
 WWW.LANDUSDEVELOPMENT.COM

PLANS FOR:  
 UNIT 31

REV. SEP. 8, 2014

A-1  
 SHEET NUMBER



# Cottage Suite 31A & B

**MAIN LEVEL 1743 sq ft**  
**DECK/PATIO 214 sq ft**  
**TOTAL 1957 sq ft**



**NOTE**

In order to conform with design plans, budgets and building codes, floor plan layouts may be reversed to coordinate with other privacy walls and constructed dimensions may vary up to 12 inches from those shown. Slope and distances from trellis arbors will vary between cottages. While the colour and building scheme remain consistent, exteriors may differ between cottages, with a variety of different synthetic shakes or shingles, board and batten, trim, soffits, rock, cultured stone, or any combination. In order to enhance views from a number of some roofs may be flat and beach-scaped with rocks and driftwood.

**TITLE SEARCH PRINT**

2014-08-18, 16:16:17

Requestor: [REDACTED]

Folio/File Reference: S-1196-4

**\*\*CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN\*\***

**Title Issued Under** SECTION 98 LAND TITLE ACT

**Land Title District** VICTORIA  
Land Title Office VICTORIA

**Title Number** FB421360  
From Title Number FB309118  
FB421358

**Application Received** 2011-07-04

**Application Entered** 2011-07-26

**Registered Owner in Fee Simple**  
Registered Owner/Mailing Address: 752108 ONTARIO INC., INC.NO. A55736  
C/O 1200-200 BURNARD STREET  
VANCOUVER, BC  
V7X 1T2

**Taxation Authority** DISTRICT OF SOOKE

**Description of Land**  
Parcel Identifier: 028-633-075  
Legal Description:  
LOT B SECTION 78 SOOKE DISTRICT PLAN VIP89003

**Legal Notations**

HERETO IS ANNEXED EASEMENT EN72985 OVER LOTS 4 AND 5, PLAN VIP69361  
SERVIENT TENEMENT IN RESPECT OF EASEMENT EN72985 CANCELLED AS TO LOT 2  
PLAN VIP83919 ONLY, BY FB236485A 12.12.2008

HERETO IS ANNEXED EASEMENT EN72987 OVER LOT 4, PLAN VIP69361  
SERVIENT TENEMENT IN RESPECT OF EASEMENT EN72987 CANCELLED AS TO LOT 2  
PLAN VIP83919 ONLY, BY FB236486A 12.12.2008

HERETO IS ANNEXED EASEMENT EN72993 OVER LOTS 4, 5 AND 6, PLAN VIP69361  
SERVIENT TENEMENT CANCELLED AS TO LOT 2, PLAN VIP83919 BY FB247052  
(11.02.2009)

**TITLE SEARCH PRINT**

2014-08-18, 16:16:17

Requestor: [REDACTED]

Folio/File Reference: S-1196-4

HERETO IS ANNEXED EASEMENT EN72997 OVER LOT 3, PLAN VIP69361  
SERVIENT TENEMENT CANCELLED AS TO LOT 2, PLAN VIP83919 BY FB247053  
(11.02.2009)

HERETO INTER ALIA IS ANNEXED EASEMENT EN72999 OVER LOT 3 PLAN VIP69361

HERETO INTER ALIA IS ANNEXED EASEMENT ES86453 OVER PART OF LOT 2,  
PLAN VIP69361  
SERVIENT TENEMENT CANCELLED AS TO LOT 2, PLAN VIP83919 BY FB247054  
(11.02.2009)

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL  
GOVERNMENT ACT, SEE EV147798

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL  
GOVERNMENT ACT, SEE EW48066

HERETO IS ANNEXED EASEMENT EX13458 OVER PARTS OF STRATA LOTS 1, 2,  
5, 6 AND THE COMMON PROPERTY OF STRATA PLAN VIS5699 AND LOT G  
PLAN VIP77650, SHOWN ON PLAN VIP78285

HERETO IS ANNEXED EASEMENT EX27707 OVER PARTS OF STRATA LOTS 12, 13  
AND 14, AND COMMON PROPERTY OF STRATA PLAN VIS5699

HERETO IS ANNEXED EASEMENT EX27708 OVER STRATA LOTS 9 AND 10,  
STRATA PLAN VIS5699

HERETO INTER ALIA IS ANNEXED EASEMENT EX27709 OVER PARTS OF  
LOTS 1, 2 AND 3, PLAN VIP78154

HERETO IS ANNEXED EASEMENT EX27710 OVER THAT PART OF THE COMMON  
PROPERTY STRATA PLAN VIS5699 SHOWN AS ACCESS ON PLAN VIS5699

HERETO IS ANNEXED EASEMENT EX28607 OVER PART OF LOT A PLAN VIP77650  
SHOWN ON PLAN VIP78277

HERETO IS ANNEXED EASEMENT EX28608 OVER PART OF LOT B PLAN VIP77650  
SHOWN ON PLAN VIP78277

HERETO IS ANNEXED EASEMENT EX28609 OVER PART OF LOT C PLAN VIP77650  
SHOWN ON PLAN VIP78277

**TITLE SEARCH PRINT**

2014-08-18, 16:16:17

Requestor [REDACTED]

Folio/File Reference: S-1196-4

HERETO IS ANNEXED EASEMENT EX28610 OVER PART OF LOT D PLAN VIP77650, SHOWN ON PLAN VIP78278

HERETO IS ANNEXED EASEMENT EX28611 OVER PART OF LOT F PLAN VIP77650 SHOWN ON PLAN VIP78278

HERETO IS ANNEXED EASEMENT EX28612 OVER PART OF LOT H, PLAN VIP77650 SHOWN ON PLAN VIP78278

HERETO IS ANNEXED EASEMENT EX28613 OVER PART OF LOT 2, PLAN VIP77658 SHOWN ON PLAN VIP78276

HERETO IS ANNEXED EASEMENT EX28614 OVER PART OF LOT 3 PLAN VIP77658 SHOWN ON PLAN VIP78276

HERETO IS ANNEXED EASEMENT EX28615 OVER PART OF LOT 5 PLAN VIP77658 SHOWN ON PLAN VIP78276

HERETO IS ANNEXED EASEMENT EX28616 OVER PART OF THE COMMON PROPERTY OF STRATA PLAN VIS5699 SHOWN ON PLAN VIP78278

HERETO IS ANNEXED RESTRICTIVE COVENANT FB133435 OVER PART OF LOT 4, PLAN VIP83919 SHOWN ON PLAN VIP84332

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE FB468116

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE FB468606

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE FB472004

**Charges, Liens and Interests**

Nature:	COVENANT
Registration Number:	EN72977
Registration Date and Time:	1999-08-10 15:04
Registered Owner:	THE CROWN IN RIGHT OF BRITISH COLUMBIA CAPITAL REGIONAL DISTRICT
Remarks:	INTER ALIA AS TO ALL EXCEPT PART FORMERLY PART SECTION 78, SOOKE DISTRICT

**TITLE SEARCH PRINT**

2014-08-18, 16:16:17

Requestor: [REDACTED]

Folio/File Reference: S-1196-4

Nature: EASEMENT  
Registration Number: EN72985  
Registration Date and Time: 1999-08-10 15:06  
Remarks: INTER ALIA  
APPURTENANT TO LOT 6, PLAN VIP69361  
AS TO PART FORMERLY LOT 5, PLAN VIP69361  
CANCELLED AS TO STRATA LOT 2, STRATA PLAN VIS5699  
BY FB396242, 2011-01-20

Nature: EASEMENT  
Registration Number: EN72993  
Registration Date and Time: 1999-08-10 15:07  
Remarks: INTER ALIA  
APPURTENANT TO LOT 7, PLAN VIP69361  
AS TO PARTS FORMERLY LOTS 5 AND 6,  
PLAN VIP69361

Nature: EASEMENT  
Registration Number: EN72999  
Registration Date and Time: 1999-08-10 15:09  
Remarks: APPURTENANT TO LOTS 1, 2, 5, AND 6,  
PLAN VIP69361  
AS TO PART FORMERLY LOT 3, PLAN VIP69361  
CANCELLED AS TO STRATA LOT 2, STRATA PLAN VIS5699  
BY FB396244, 2011-01-20

Nature: COVENANT  
Registration Number: ET71304  
Registration Date and Time: 2002-06-26 09:54  
Registered Owner: CAPITAL REGIONAL DISTRICT  
Remarks: INTER ALIA  
AS TO PART FORMERLY PART SECTION 78,  
SOOKE DISTRICT

Nature: COVENANT  
Registration Number: ET71308  
Registration Date and Time: 2002-06-26 09:55  
Registered Owner: CAPITAL REGIONAL DISTRICT  
Remarks: INTER ALIA  
MODIFIED BY EV35008

**TITLE SEARCH PRINT**

2014-08-18, 16:16:17

Requestor: [REDACTED]

Folio/File Reference: S-1196-4

Nature: COVENANT  
Registration Number: ET71312  
Registration Date and Time: 2002-06-26 09:55  
Registered Owner: DISTRICT OF SOOKE  
Transfer Number: FB110634  
Remarks: INTER ALIA  
AS TO PART FORMERLY PART SECTION 78,  
SOOKE DISTRICT  
MODIFIED BY FB110638  
MODIFIED BY FB110639

Nature: COVENANT  
Registration Number: ET71316  
Registration Date and Time: 2002-06-26 09:56  
Registered Owner: DISTRICT OF SOOKE  
Transfer Number: FB110635  
Remarks: INTER ALIA  
MODIFIED BY FB110637  
MODIFIED BY FB110640

Nature: COVENANT  
Registration Number: EV35008  
Registration Date and Time: 2003-04-10 09:31  
Remarks: INTER ALIA  
MODIFICATION OF ET71308

Nature: STATUTORY RIGHT OF WAY  
Registration Number: EX11676  
Registration Date and Time: 2005-02-04 09:23  
Registered Owner: DISTRICT OF SOOKE  
Transfer Number: EX44891  
Remarks: INTER ALIA  
PART ON PLAN VIP78278

Nature: STATUTORY RIGHT OF WAY  
Registration Number: EX11678  
Registration Date and Time: 2005-02-04 09:23  
Registered Owner: DISTRICT OF SOOKE  
Transfer Number: EX44890  
Remarks: PART ON PLAN VIP78278



**TITLE SEARCH PRINT**

2014-08-18, 16:16:17

Requestor [REDACTED]

Folio/File Reference: S-1196-4

Nature: STATUTORY RIGHT OF WAY  
Registration Number: EX13468  
Registration Date and Time: 2005-02-07 11:08  
Registered Owner: THE OWNERS, STRATA PLAN VIS5699  
Remarks: INTER ALIA  
AREA 19 ON PLAN VIP78285

Nature: STATUTORY RIGHT OF WAY  
Registration Number: EX13476  
Registration Date and Time: 2005-02-07 11:09  
Registered Owner: THE OWNERS, STRATA PLAN VIS5699  
Remarks: INTER ALIA  
AREA 19 ON PLAN VIP78285

Nature: EASEMENT  
Registration Number: EX13478  
Registration Date and Time: 2005-02-07 11:09  
Remarks: INTER ALIA  
AREA 19 ON PLAN VIP78285;  
APPURTENANT TO LOT G, PLAN VIP77650

Nature: EASEMENT  
Registration Number: EX13480  
Registration Date and Time: 2005-02-07 11:10  
Remarks: AREA 21 ON PLAN VIP78285;  
APPURTENANT TO STRATA LOT 2, STRATA PLAN VIS5699

Nature: STATUTORY RIGHT OF WAY  
Registration Number: EX27725  
Registration Date and Time: 2005-03-15 14:03  
Registered Owner: CAPITAL REGIONAL DISTRICT  
Remarks: INTER ALIA  
PARTS IN PLAN VIP78526

Nature: STATUTORY RIGHT OF WAY  
Registration Number: EX27727  
Registration Date and Time: 2005-03-15 14:05  
Registered Owner: TELUS COMMUNICATIONS INC.  
INCORPORATION NO. A44457  
Remarks: INTER ALIA

**TITLE SEARCH PRINT**

2014-08-18, 16:16:17

Requestor: [REDACTED]

Folio/File Reference: S-1196-4

Nature: EASEMENT  
Registration Number: EX28611  
Registration Date and Time: 2005-03-16 14:33  
Remarks: PART IN PLAN VIP78278;  
APPURTENANT TO LOTS A, B, C, D & H, PLAN VIP77650,  
LOTS 2, 3, & 5, PLAN VIP77658 AND  
THE COMMON PROPERTY OF STRATA PLAN VIS5699

Nature: EASEMENT  
Registration Number: EX28612  
Registration Date and Time: 2005-03-16 14:33  
Remarks: PART IN PLAN VIP78278;  
APPURTENANT LOTS A, B, C, D & F, PLAN VIP77650,  
LOTS 2, 3 & 5, PLAN VIP77658 AND  
THE COMMON PROPERTY OF STRATA PLAN VIS5699

Nature: EASEMENT  
Registration Number: FA144954  
Registration Date and Time: 2006-12-12 15:03  
Remarks: PART IN PLAN VIP82298; APPURTENANT TO  
LOT G, PLAN VIP77650

Nature: MODIFICATION  
Registration Number: FB110638  
Registration Date and Time: 2007-10-18 14:32  
Remarks: MODIFICATION OF ET71312

Nature: MODIFICATION  
Registration Number: FB110639  
Registration Date and Time: 2007-10-18 14:33  
Remarks: MODIFICATION OF ET71312

Nature: MODIFICATION  
Registration Number: FB110640  
Registration Date and Time: 2007-10-18 14:33  
Remarks: MODIFICATION OF ET71316

Nature: RESTRICTIVE COVENANT  
Registration Number: FB133435  
Registration Date and Time: 2008-01-02 14:27  
Remarks: PART IN PLAN VIP84332;  
APPURTENANT TO LOT 3, PLAN VIP83919

**TITLE SEARCH PRINT**

2014-08-18, 16:16:17

Requestor: [REDACTED]

Folio/File Reference: S-1196-4

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	FB385400
Registration Date and Time:	2010-11-18 11:06
Registered Owner:	BRITISH COLUMBIA HYDRO AND POWER AUTHORITY

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	FB385401
Registration Date and Time:	2010-11-18 11:06
Registered Owner:	TELUS COMMUNICATIONS INC. INCORPORATION NO. A55547

Nature:	MORTGAGE
Registration Number:	CA2116777
Registration Date and Time:	2011-07-27 09:55
Registered Owner:	TERRAPIN MORTGAGE INVESTMENT CORP. INCORPORATION NO. BC0783995

Nature:	ASSIGNMENT OF RENTS
Registration Number:	CA2116778
Registration Date and Time:	2011-07-27 09:55
Registered Owner:	TERRAPIN MORTGAGE INVESTMENT CORP. INCORPORATION NO. BC0783995

Nature:	COVENANT
Registration Number:	CA3902164
Registration Date and Time:	2014-08-14 12:40
Registered Owner:	DISTRICT OF SOOKE

**Duplicate Infeasible Title** NONE OUTSTANDING

**Transfers** NONE

**Pending Applications** NONE





**REQUEST FOR DECISION**  
**Regular Council**  
**Meeting Date: September 15, 2014**

**To:** Gord Howie, Chief Administrative Officer  
**From:** Corporate Services Department  
**Re:** **Kennedy Closed Road Sale**

**RECOMMENDATION:**

**THAT COUNCIL** approve the Offer to Purchase received from Harbour View Centre Ltd. (Inc. No. BC0795774) for "*That part of That Part of Section 14, Sooke District Shown as Closed Road on Plan VIP78310*" also known as Kennedy Closed Road (Closed Road), for the sum of \$13,000 subject to conditions of the Offer to Purchase including the rezoning of the Closed Road;

**AND TO** authorize the Mayor and CAO to execute the Offer to Purchase agreement in substantially the form attached and all other documents required for the completion of the sale of Kennedy Closed Road;

**AND TO** authorize staff to proceed with the sale of the Closed Road in accordance with section 40 of the *Community Charter* and publish notice for the proposed sale to Harbour View Center Ltd.

**Executive Summary:**

Harbour View Centre Ltd. ("Harbour View") wishes to develop its property located at 6527 Sooke Road and requires additional area to meet the parking requirements for its residential development. Accordingly, Harbour View wishes to purchase the adjacent Kennedy Closed Road for the parking area.

**Background:**

Kennedy Street between Sooke Road and Lanark Street was closed by Council bylaw in 2005. The owners of 6509 and 6527 Sooke Road requested to have the opportunity to purchase a portion of the Kennedy Street when it closed. The closed portion of the road was not sold to either land-owner but became a fee simple lot with title vested with the District.

In February 2013, Council resolved as follows:

**RA-6 Kennedy Street Road Closure/Opening**

**MOVED** and seconded to direct staff to negotiate with the developer for the sale of the southern portion of the Kennedy closed road not including the area designated Park and to put on hold the re-opening of Kennedy Road.

**CARRIED UNANIMOUSLY**

The District of Sooke has received an Offer to Purchase for the Kennedy Closed Road area from Harbour View. The purchase is subject to several conditions as set out in the Offer, including rezoning of the closed road and consolidation of the closed road lot with 6527 Sooke Road lots. An appraisal of the property was carried out and a purchase price of \$13,000 was determined.

Further, as a condition of the Offer to Purchase Harbour View will be required to provide access to the adjacent land owner, maintain public pedestrian access through the property and maintain the lands as a view corridor.

*Steps for Sale of Kennedy Closed Road (not necessarily in order):*


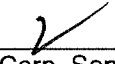
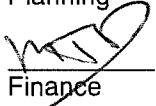
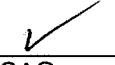
- Council to consider Bylaw No. 604, *Official Community Plan Amendment Bylaw (400-7)* and Bylaw No. 605, *Zoning Amendment Bylaw (600-13)* with statutory notice under section 40 of the *Community Charter*;
- Council to consider approval of the Offer to Purchase agreement with subsequent execution of the document;
- The applicant to prepare survey plans for the consolidation plans;
- Upon adoption of the Bylaws, all survey plans, statutory rights of way, covenant amendment and land transfer documents to be concurrently registered in the Victoria Land Titles office.

Attached Documents:

1. Offer to Purchase



Bonnie Sprinkling

Approved for Council Agenda	
	
Engineering	Planning
	
Corp. Services	Finance
	
CAO	

## OFFER TO PURCHASE

THIS AGREEMENT IS BETWEEN:

**HARBOUR VIEW CENTER LTD.** (Inc. No. BC0795774)  
5680 Oldfield Road  
Victoria, BC V9E 2A6

(the “Purchaser”)

AND:

**DISTRICT OF SOOKE**  
2205 Otter Point Road  
Sooke, BC V0S 1N0

(the “Vendor”)

**WHEREAS:**

- A. The Vendor is the owner of the Land.
- B. The Purchaser wishes to purchase the Land from the Vendor.
- C. The parties have agreed upon the Purchase Price to be paid to the Vendor for the Land.

For valuable consideration, the parties agree as follows:

### ARTICLE 1 – DEFINITIONS

1.01 In this Agreement,

“**Agreement**” means the agreement for the purchase and sale of the Land created by the Vendor’s acceptance of the Purchaser’s offer to purchase the Land set out in Article 2;

“**Completion Date**” means the 1<sup>st</sup> day of December, 2014 or such other day as the parties agree to in writing, provided that if the Land Title Office is closed on that day, the purchase and sale will be completed on the next day that office is open;

“**Contaminants**” means any explosives, radioactive material, asbestos materials, urea formaldehyde, chlorophenyls, PCBs, hydrocarbon contaminants, underground tanks, pollutants, contaminants, hazardous, corrosive or toxic substances, special waste or waste of any kind or any other substance, special waste or waste of any kind or any other substance the storage, manufacture, disposal, treatment, generation, use, transport, remediation or release into the environment of which is prohibited, controlled, regulated or licensed under Environmental Laws;

**“Deposit”** means the amount of \$2,000.00;

**“Environmental Laws”** means any and all statutes, laws, regulations, orders, bylaws, permits and other lawful requirements of any federal, provincial, municipal or other governmental authority having jurisdiction over the Lands now or hereafter in force with respect in any way to the environment, health or occupational health and safety, including all applicable guidelines and standards with respect to the foregoing as adopted by any of those governmental authorities;

**“G.S.T.”** means the tax imposed in British Columbia under Part IX of the *Excise Tax Act*, RSC 1985, c E-15 (Canada) on the Completion Date;

**“Land”** means that parcel of land legally described PID: 026-188-881, That Part of Section 14 Sooke District Shown as Closed Road as shown on Plan VIP78310;

**“Land Title Office”** means the land title office for the land title district which the Land is located;

**“Permitted Encumbrances”** means the liens, charges and encumbrances set out in Schedule A;

**“Purchase Price”** means \$13,000.00 (thirteen thousand dollars) exclusive of G.S.T.

**“Statutory Rights of Way”** means the forms of statutory rights of way and survey plans attached to this Agreement as Schedule B;

**“Transfer”** means a transfer of the freehold estate, in fee simple, as prescribed under the *Land Title Act*, RSBC 1996, c. 250, of the Land to the Purchaser.

## **ARTICLE 2 – OFFER**

- 2.01 The Purchaser offers to purchase the Land from the Vendor in fee simple, subject to the Permitted Encumbrances, for the Purchase Price and on the terms and conditions set out in the Agreement.

## **ARTICLE 3 – DISPOSITION OF PROPERTY**

- 3.01 The Vendor covenants and agrees prior to the Completion Date, at its expense, to publish notice under section 26 of the *Community Charter* with respect to the proposed sale of the Land.
- 3.02 The Purchaser acknowledges and agrees that the Vendor's obligation to convey the Land to the Purchaser is subject to the Vendor giving fourth reading to and granting final adoption of a rezoning bylaw to rezone the Land prior to the Completion Date. This condition is for the sole benefit of the Vendor.



#### **ARTICLE 4 – DEPOSIT, PURCHASE PRICE AND TAXES**

- 4.01 The Purchaser will deliver the Purchase Price as follows, plus or minus the adjustments provided for in section 5.01, to the Vendor in accordance with Article 7.
- 4.02 The Purchaser will pay *Property Transfer Tax Act*, RSBC 1996, c. 378 tax and all other taxes and charges payable upon the transfer of the Land to the Purchaser, and will self-assess with respect to G.S.T. payable on the transaction taking place under this Agreement, in accordance with the provisions of the *Excise Tax Act*, RSC 1985, c. E-15 (Canada).
- 4.03 The Purchaser warrants that its G.S.T. number is 856935150RT0001, and that it will continue to be registered for the G.S.T. on the Completion Date and under this number. The Purchaser further agrees to provide the Vendor on or before the Completion Date with a G.S.T. Certificate confirming its G.S.T registration number and its registered status.

#### **ARTICLE 5 – COMPLETION, POSSESSION AND ADJUSTMENT DATE**

- 5.01 On the Completion Date, the purchase and sale of the Land will be completed, vacant possession will be yielded to the Purchaser free and clear of all liens, charges and encumbrances, except the Permitted Encumbrances, and all adjustments as to taxes and other matters normally adjusted between a vendor and purchaser on the sale of the real property in British Columbia will be made between the parties as at 12:01 a.m. on the Completion Date.

#### **ARTICLE 6 – CLOSING DOCUMENTS**

- 6.01 Prior to the Completion Date, the Purchaser, at its expense, will prepare and deliver the following documents to the Vendor:
- (a) the Transfer and Statutory Rights of Way;
  - (b) a statement of the adjustments provided for in section 5.01;
  - (c) Form 17 Cancellation of the Province of British Columbia Right of Resumption in the Former Road; and
  - (d) all other documents reasonably necessary to complete the purchase and sale of the Land, including without limitation, the Reference Plan under section 100(1)(b) of the *Land Title Act* to be registered concurrently with but immediately after the Transfer and immediately prior to the Statutory Rights of Way to consolidate the Lands with adjacent Lot A, Section 14, Sooke District, Plan 31351 and Lot C, (DD D4015), Block 12, Section 14, Sooke District, Plan 217.

Notwithstanding the foregoing, the Vendor shall prepare and deliver the document referred to in subclause 6.01(c) above.

- 6.02 Not later than two days prior to the Completion Date, the Vendor, at its expense, will execute and deliver the documents referred to in section 6.01 to the Purchaser.

#### **ARTICLE 7 – CLOSING PROCEDURE**

- 7.01 On the Completion Date, the Purchaser’s solicitor, or the solicitor’s agent, will attend at the Land Title Office and conduct a pre-registration search of the title to the Land and, upon being satisfied that title to the Land is registered in the name of the Vendor free and clear of all liens, charges and encumbrances, except the Permitted Encumbrances, the Purchaser’s solicitor, or the solicitor’s agent, will apply to register the Transfer and Statutory Rights of Way in the Land Title Office.
- 7.02 After applying to register the Transfer, the Statutory Rights of Way and a new mortgage, if required, in the Land Title Office under section 7.01, the Purchaser’s solicitor, or the solicitor’s agent, will conduct a post-deposit search of title to the Land and, upon confirming that in the normal course of procedure in the Land Title Office the Purchaser will be registered as the owner in fee simple of the Land free and clear of all liens, charges and encumbrances, except the Permitted Encumbrances and the Statutory Rights of Way, the Purchaser’s solicitor, at the Purchaser’s expense, will deliver the balance of the Purchase Price to the Vendor by way of solicitor’s trust cheque.
- 7.03 If the Purchaser has arranged a new mortgage for the purchase of the Land, the Purchaser may wait to receive the proceeds of the new mortgage and after receipt of the proceeds, to pay the Purchase Price to a lawyer or notary representing the Vendor, provided that the Purchaser's solicitor has provided to the solicitor for the Vendor standard undertakings to withdraw the Transfer from the Land Title Office if the proceeds of the new mortgage are not received by the Purchaser's solicitors on the Completion Date.
- 7.04 The Statutory Rights of Way shall be registered in priority to the new mortgage.

#### **ARTICLE 8 – WARRANTIES, REPRESENTATIONS AND ACKNOWLEDGEMENTS OF THE VENDOR**

- 8.01 The Vendor warrants and represents to the Purchaser, with the knowledge that the Purchaser will rely upon these warranties and representations in entering into the Agreement and completing its obligations under this Agreement that,
- (a) on the Completion Date it will have a good, safe holding and marketable title to the Land, in fee simple, free and clear of all liens, charges and encumbrances, except the Permitted Encumbrances;

- (b) on the Completion Date all taxes, rates, levies and assessments in respect of the Land will be either paid in full or adjusted between the parties in accordance with section 5.01;
  - (c) neither the execution of this Agreement nor its performance by the Vendor will result in a breach of any statute, bylaw or agreement affecting the Vendor or the Land;
  - (d) it has the corporate power, capacity and authority to enter into this Agreement and carry out its obligations under this Agreement, all of which have been authorized by the necessary proceedings and resolutions.
- 8.02 The Purchaser acknowledges and agrees that it is acquiring the Property on an “as is, where is” basis without any representations or warranties from the Vendor regarding the environmental condition of the Property. The Purchaser acknowledges and agrees that it is reasonable to satisfy itself, and will rely on its own investigations to verify, that there are no Contaminants in, on or migrating to or from the Property and the environmental condition of the Property is otherwise satisfactory (collectively, the “**Environmental Condition of the Property**”).
- 8.03 The parties acknowledge and agree that in addition to section 8.02 there are no warranties, representations, collateral agreements, or conditions affecting this Agreement or the subject matter hereof except as set out in this Agreement, including Schedule B.
- 8.04 Any representation or warranty made based on the knowledge of the Vendor shall be considered true if made based on the knowledge, information and belief of the senior staff of the Vendor without having completed a review of all records in the possession or control of the Vendor.
- 8.05 Subject to the foregoing and in addition to section 8.02, the Purchaser agrees that it is buying the Land, including the improvements, on an “as is” basis as to its physical condition.
- 8.06 The Purchaser waives, to the extent permitted by law, any requirement for the Vendor to provide to the Purchaser a “site profile” for the transfer of the Land under the *Environmental Management Act*, RSBC 1996, c. 118, or any regulation under that Act.

#### **ARTICLE 9 – RESIDENCY OF THE VENDOR**

- 9.01 The Vendor warrants and represents to the Purchaser that the Vendor is , and will be on the Completion Date, resident of Canada within the meaning of the *Income Tax Act*, RSC 1985, c. 1, (Canada) and the Vendor will deliver to the Purchaser, on request, a statutory declaration to that effect.

## **ARTICLE 10 – INDEMNITY TO VENDOR**

10.01 The Purchaser hereby assumes, effective on closing and at its own cost, full and complete responsibility for the Environmental Condition of the Property, including remediation work, if any, in respect thereof. The Purchaser hereby releases, and shall indemnify and save harmless, the Vendor and its employees and agents from any actions, liabilities, demands, claims, remediation cost recovery claims, losses, damages, orders, fines, penalties, costs occurring or caused which the Purchaser or any other person has, may have or will have arising from or in any way related to environmental liability with respect to or in connection with the Property, including without limitation the presence of Contaminants in, on, under or migrating from the Property. The provisions of this section shall not merge on, but shall survive, the Completion Date.

## **ARTICLE 11 – MISCELLANEOUS**

11.01 Time is of the essence of this Agreement.

11.02 The Land is at the risk of the Vendor until the Purchaser has applied to deposit the Transfer in the Land Title Office. If before the closing of the purchase of the Land, any material damage to or destruction of the Land, including the improvements thereon, takes place, this Agreement shall be deemed to have been frustrated, unless prior to the Completion Date the parties agree on such changes to this Agreement as are acceptable to them to deal with such damage or destruction.

11.03 All notices, documents or communications required or permitted to be given under this Agreement must be in writing and will be deemed to have been given on the first business day of the recipient following delivery by hand, courier or facsimile to the party who it is to be given as follows:

to the Purchaser:

Harbour View Center Ltd. (Inc. No. BC0795774)  
5680 Oldfield Road  
Victoria, BC V9E 2A6  
Attn. Ian Laing

to the Vendor:

District of Sooke  
2205 Otter Point Road  
Sooke, BC V0S 1N0  
Fax: 250-642-0541  
Attn. Bonnie Sprinkling

provided, however, that a party may, by notice in writing to the other, specify another address for service of notices under this Agreement and, where another address is specified by a party, notice must be delivered to that address in accordance with this Article.

- 11.04 Delivery of all the documents and money to a party under this Agreement will be effected by hand or courier to the address specified above or to the solicitor representing a party such deliveries to be effective only on actual receipt.
- 11.05 The warranties, representations and agreements contained in the Agreement will not be subject to merger but will survive the transfer of the Lands to the Purchaser.
- 11.06 This Agreement, including Schedules A and B, which are incorporated in and form part of this Agreement, constitutes the entire agreement between the parties with respect to the purchase and sale of the Land and may not be modified except by subsequent agreement in writing.
- 11.07 No term, condition, covenant or other provision of this Agreement will be considered to have been waived by a party unless such waiver is expressed in writing by the party. The waiver by a party of any breach by the other party of any term, condition, covenant or other provision of this Agreement will not be construed as or constitute a waiver of any further or other breach of the same or any other term, condition, covenant or other provision and the consent or approval of the party will not be considered to waive or render unnecessary such consents or approvals to any subsequent same or similar act by the other party.
- 11.08 No remedy conferred upon or reserved to either party is exclusive of any other remedy in this Agreement or provided by law, but such remedy will be cumulative and will be in addition to any other remedy in this Agreement or now or hereafter existing at law, in equity or by statute.
- 11.09 This Agreement is binding upon and enures to the benefit of the Purchaser and its assigns and the Vendor and its successors.
- 11.10 The parties will perform such further acts and execute such further documents as may reasonably be required to give effect to this Agreement.
- 11.11 The schedules to this Agreement form part of this Agreement.
- 11.12 The Purchaser is not permitted to assign its interest in this Agreement.

#### **ARTICLE 12 – INTERPRETATION**

- 12.01 This Agreement will be interpreted according to the laws of the Province of British Columbia.
- 12.02 In this Agreement, “person” includes a corporation, firm or association and wherever the singular or masculine form is used in this Agreement it will be construed as the plural or feminine or neuter form, as the case may be, and vice versa where the context or parties so require.

12.03 The captions and headings contained in this Agreement are for convenience only and do not define or limit the scope or intent of this Agreement.

12.04 Where there is a reference to an enactment of the Province of British Columbia or of Canada in this Agreement, that reference will include a reference to any subsequent enactment of the Province of British Columbia or Canada, as the case may be, of like effect and, unless the context otherwise requires, all statutes referred to in this Agreement are enactments of the Province of British Columbia.

12.05 If any section of this Agreement or any part of a section is found to be illegal or unenforceable, that part or section, as the case may be, will not be effected and will be enforceable to the fullest extent permitted by law.

**ARTICLE 13 – DURATION OF OFFER**

13.01 This offer may be accepted by the Vendor no later than 4:00 p.m. on \_\_\_\_\_, 2014.

The Purchaser has executed this offer on \_\_\_\_\_, 2014.

Harbour View Center Ltd.  
by its authorized signatory(ies):

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
Print Name:

**ARTICLE 14 – ACCEPTANCE**

14.01 In consideration of the covenants and agreements of the Purchaser in this offer, the Vendor accepts this offer and adopts the covenants of the Vendor in this Agreement.

The Vendor has executed this Agreement on \_\_\_\_\_, 2014

District of Sooke  
by its authorized signatory(ies):

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
Print Name:

## **SCHEDULE A**

### **PERMITTED ENCUMBRANCES**

All subsisting exceptions and reservations of interests, rights, privileges and titles contained in any previous Crown grant of the Land.

Exceptions and Reservations EX17396

## **SCHEDULE B**

### **ADDITIONAL AGREEMENTS**

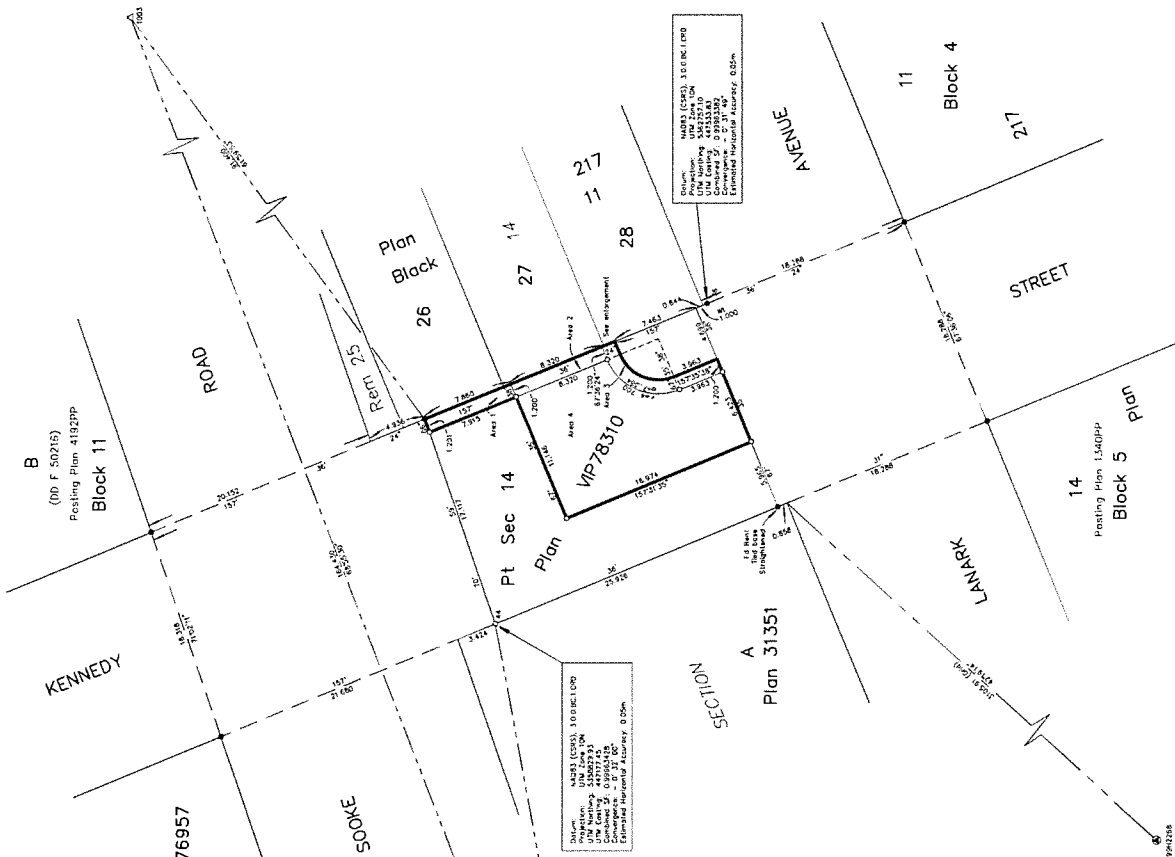
1. The Purchaser agrees to grant to the Vendor a statutory right of way over the Land for each of pedestrian access in the approximate location marked "Areas 1, 2 and 3", and for road in the approximate location marked "Area 4" on the sketch plan attached as Schedule B-1 hereto.
2. The Statutory Rights of Way shall be in the form attached as Schedule B-2 hereto.
3. The Statutory Rights of Way shall be executed by both the Vendor and the Purchaser and registered as charges against the Land in priority to any mortgage or other financial charge granted by the Purchaser.



**SCHEDULE B-1**

**SKETCH PLAN**

STATUTORY RIGHT OF WAY PLAN OF PART OF  
 THAT PART OF SECTION 14, SOOKE DISTRICT,  
 SHOWN AS CLOSED ROAD ON PLAN VIP78310  
 PURSUANT TO SECTIONS 98(1)(e) AND 113 OF THE LAND TITLE ACT  
 BCOS 92E032



Plan:  
 A383 (C26), 30.8 AC LND  
 UTM Northing: 5382723.0  
 UTM Easting: 4971518.0  
 Contour: 0.075/0.15  
 Estimated Horizontal Accuracy: 0.05m

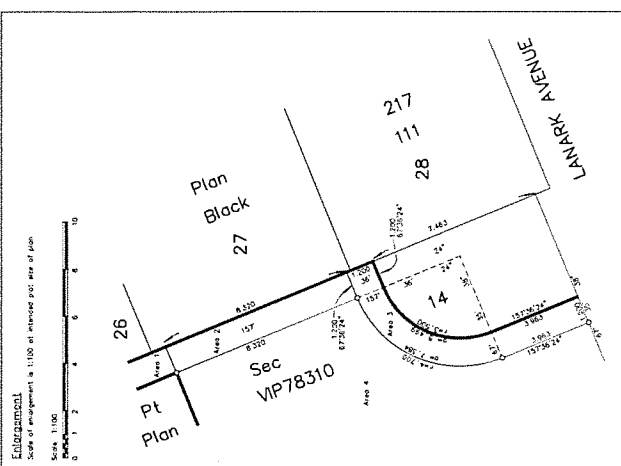
Plan:  
 A383 (C26), 30.8 AC LND  
 UTM Northing: 5382731.0  
 UTM Easting: 4971518.0  
 Contour: 0.075/0.15  
 Estimated Horizontal Accuracy: 0.05m

**LEGEND**  
 Found: Pinned Stamped Iron Post  
 Control: Control Monument

This plan was prepared from electronic data from BCOS. Coordinates are referred to the datum of NAD 83. The UTM coordinates and associated horizontal accuracy shown are based on the datum of NAD 83. The UTM coordinates and associated horizontal accuracy shown are based on the datum of NAD 83. The UTM coordinates and associated horizontal accuracy shown are based on the datum of NAD 83. The UTM coordinates and associated horizontal accuracy shown are based on the datum of NAD 83.

Block of Reference	
Block	Area
1	0.0
2	1.0
3	1.1
4	1.2
5	1.3
6	1.4
7	1.5
8	1.6
9	1.7
10	1.8
11	1.9
12	2.0
13	2.1
14	2.2
15	2.3
16	2.4
17	2.5
18	2.6
19	2.7
20	2.8
21	2.9
22	3.0
23	3.1
24	3.2
25	3.3
26	3.4
27	3.5
28	3.6
29	3.7
30	3.8
31	3.9
32	4.0
33	4.1
34	4.2
35	4.3
36	4.4
37	4.5
38	4.6
39	4.7
40	4.8
41	4.9
42	5.0
43	5.1
44	5.2
45	5.3
46	5.4
47	5.5
48	5.6
49	5.7
50	5.8
51	5.9
52	6.0
53	6.1
54	6.2
55	6.3
56	6.4
57	6.5
58	6.6
59	6.7
60	6.8
61	6.9
62	7.0
63	7.1
64	7.2
65	7.3
66	7.4
67	7.5
68	7.6
69	7.7
70	7.8
71	7.9
72	8.0
73	8.1
74	8.2
75	8.3
76	8.4
77	8.5
78	8.6
79	8.7
80	8.8
81	8.9
82	9.0
83	9.1
84	9.2
85	9.3
86	9.4
87	9.5
88	9.6
89	9.7
90	9.8
91	9.9
92	10.0

BC (Civil) Engineers & Surveyors  
 200-771-7274  
 200-771-7274  
 Fax: 286-855  
 v:\Licensing\286554\_Vol\_1\_126518.dwg (3/8)



Enlargement  
 Scale of enlargement is 1:100 at average per area of plan  
 Scale: 1:100  
 Date: 1/2/2014

The field survey represented by this plan was completed on the 14th day of August, 2014.  
 Peter J. Williams, BLS (B)

The plan was prepared by the firm BC (Civil) Engineers & Surveyors.

**SCHEDULE B-2**  
**STATUTORY RIGHTS OF WAY**



## STATUTORY RIGHT OF WAY

THIS AGREEMENT made the \_\_\_ day of \_\_\_\_\_, 2014 is

BETWEEN:

**HARBOUR VIEW CENTER LTD.**

5680 Oldfield Road  
Victoria, BC V9E 2A6

(the "Owner")

AND:

**DISTRICT OF SOOKE**

2205 Otter Point Road  
Sooke, BC V0S 1N0

(the "District")

WHEREAS:

- A. The Owner is the registered owner in fee simple of land located in the District of Sooke, British Columbia legally described as:

PID:

Legal Description:

(the "Land");

- B. Section 218 of the *Land Title Act*, R.S.B.C. 1996, c.250, enables the Owner to grant in favour of the District an easement without a dominant tenement to be known as a statutory right of way;
- C. The District requires and the Owner wishes to grant to the District a statutory right of way for roadway purposes over a portion of the Land; and
- D. This statutory right of way is necessary for the operation and maintenance of the District's undertaking;

NOW THEREFORE in consideration of the premises herein contained, of the sum of \$1.00 paid by the District to the Owner, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties agree as follows:

1. Pursuant to Section 218 of the *Land Title Act*, the Owner hereby grants and conveys in perpetuity at all times to the District the full, free and uninterrupted right, license, liberty, privilege, easement and right of way (the "Statutory Right of

Way") over that part of the Land (the "Right of Way Area") shown as Area 4 on the statutory right of way plan prepared by Peter J. Wittstock, B.C.L.S., and dated August 2014 (a reduced copy of which plan is attached as Schedule "A"), for the District and its servants, employees, agents, contractors, licensees and invitees to:

- (a) enter over, on, in, and under the Right of Way Area to:
  - (i) conduct surveys and examinations;
  - (ii) dig up, remove and replace soil;
  - (iii) construct, install, operate, maintain, clean, alter, renew, inspect and replace:
    - (A) a roadway for public use;
    - (B) drainage works;
    - (C) roadway works; and
    - (D) all appurtenances ancillary to the foregoing;
- (collectively, the "Works")
- (b) bring on to the Right of Way Area all vehicles, materials and equipment the District requires or desires for the Works;
- (c) allow the general public the full, free and uninterrupted right, liberty and passage to pass and repass over the Right of Way Area in the manner of a public road, trail and park, including vehicle, pedestrian and bicycle use; and
- (d) do all other things on the Right of Way Area as may be reasonably required in connection with the foregoing.

2. The Owner shall:

- (a) not obstruct, or permit the existence of any obstruction of, the Right of Way Area in a manner which interferes with the rights granted under this Agreement, and in particular, without limiting the generality of the foregoing, the Owner shall not, nor permit any other person to, erect, place, install or maintain any part or all of a building or structure on, over or under any portion of the Right of Way Area;
- (b) not do, nor knowingly permit to be done, any act or thing which may interfere with or injure the Works or the public's use of the Right of Way

Area, and in particular shall not carry out any blasting on or adjacent to the Right of Way Area without the prior written consent of the District;

- (c) not substantially add to or diminish the soil cover over or around the Works installed on the Right of Way Area;
  - (d) trim or, if necessary, cut down any trees, shrubbery or growth on the Land adjacent to the Right of Way Area which, in the opinion of the District, constitutes or may constitute a danger or obstruction to those using the Right of Way Area or to the Works;
  - (e) execute all further documents and things whatsoever for the better assuring unto the District of the Statutory Right of Way hereby granted; and
  - (f) permit the District to peaceably hold and enjoy the rights hereby granted.
3. The District shall:
- (a) use the Statutory Right of Way and carry out the construction and maintenance of the Works in a good and workmanlike manner and shall not cause unnecessary damage or disturbance to the Owner, the Land or any improvement on or in the Land;
  - (b) not bury debris or rubbish in excavations or in backfill;
  - (c) remove shoring and like temporary structures as backfilling proceeds;
  - (d) clean up and remove all rubbish, tree trimmings and all construction debris it creates in order to leave the Right of Way Area in a neat and clean condition; and
  - (e) release, indemnify and save the Owner harmless from all costs, damages or other loss in any claim or proceedings arising from the use of the Right of Way Area by members of the public, save and except to the extent caused by or arising from any act, omission, negligence or default of the Owner, in which case the Owner shall release, indemnify and save harmless the District.
4. All chattels, equipment, supplies, fixtures or other materials comprising the Works or otherwise installed over, on, in or under the Right of Way Area are and shall remain the property of the District, any rule of law or equity to the contrary notwithstanding.
5. Nothing contained or implied herein shall prejudice or affect the District's rights and powers in the exercise of its functions pursuant to the *Local Government Act*, R.S.B.C. 1996, c.323 or its rights and powers under all of its public and private statutes, bylaws, orders and regulations to the extent the same are applicable to

the Land, all of which may be fully and effectively exercised in relation to the Land, including the Right of Way Area.

6. Notwithstanding anything herein contained, the District reserves all rights and powers of expropriation otherwise enjoyed by the District.
7. Nothing in this Agreement requires the District to construct, repair, maintain or do anything else in relation to the Works, unless expressly required by this Agreement.
8. The Owner shall, after execution hereof by it, at the expense of the Owner, do or cause to be done all acts necessary to grant priority to this Agreement over all charges and encumbrances which may have been registered against the title to the Land in the Land Title Office save and except those as have been specifically approved in writing by the District.
9. In the event that the District abandons the Works or any part thereof, the District may, if it so elects, leave the whole or any part thereof in place.
10. Waiver of any default shall not be deemed to be a waiver of any subsequent default.
11. The Statutory Right of Way shall charge the Land pursuant to Section 218 of the *Land Title Act*, the burden of which shall run with the Land and bind the Land and every part or parts thereof, and shall attach to and run with the Land and each and every part to which the Land may be divided or subdivided, whether by subdivision plan, strata plan or otherwise howsoever. The Statutory Right of Way shall not terminate if and when a purchaser becomes the owner in fee simple of the Land, but shall charge the whole of the interest of such purchaser and shall continue to run with the Land and bind the Land and all future owners of the Land and any portion thereof.
12. Any notice under this Agreement shall be in writing and shall be sufficient if delivered to the recipient's address set out above, or to such other address as either party may provide to the other from time to time, or in the case of any Owner subsequent to the initial Owner, to the address of such owner according to the Land Title Office records in respect of the Land. Notices to the District shall be addressed to the attention of the Municipal Engineer and notices to the Owner shall be addressed to the president of the Owner in the case of any corporate Owner.
13. Wherever the singular or masculine is used in this Agreement, the same is deemed to include the plural or the feminine or the body politic or corporate as the context so requires.
14. Any opinion which the District is entitled by virtue of this Agreement to form may be formed on behalf of the District by the Municipal Engineer or his designate, in



which event the opinion of the Municipal Engineer or his designate shall be deemed to be the opinion of the District for the purposes of this Agreement.

15. Every reference to each party is deemed to include the heirs, executors, administrators, successors, assigns, employees, agents, officers, and invitees of such party, wherever the context so requires or allows.
16. If any section, subsection, sentence, clause or phrase in this Agreement is for any reason held to be invalid by the decision of a court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of the Agreement.
17. This Agreement shall enure to the benefit of and be binding on the parties hereto notwithstanding any rule of law or equity to the contrary.
18. This Agreement shall be governed and construed in accordance with the laws of the Province of British Columbia.
19. In the case of the Owner comprising more than one person, the said grants, covenants, conditions, provisos, agreements, and liabilities of each person shall be construed and held to be several as well as joint.

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 that is attached hereto and forms part of this Agreement.



**STATUTORY RIGHT OF WAY**

THIS AGREEMENT made the \_\_\_ day of \_\_\_\_\_, 2014 is

BETWEEN:

**HARBOUR VIEW CENTER LTD.**

5680 Oldfield Road  
Victoria, BC V9E 2A6

(the "Owner")

AND:

**DISTRICT OF SOOKE**

2205 Otter Point Road  
Sooke, BC V9Z 1J2

(the "District")

WHEREAS:

A. The Owner is the registered owner in fee simple of land located in the District of Sooke, British Columbia legally described as:

PID:  
Legal:

(the "Land");

B. Section 218 of the *Land Title Act*, R.S.B.C. 1996, c.250, enables the Owner to grant in favour of the District an easement without a dominant tenement to be known as a statutory right of way;

C. The District requires and the Owner wishes to grant to the District a statutory right of way for a pedestrian pathway over a portion of the Land; and

D. This statutory right of way is necessary for the operation and maintenance of the District's undertaking;

NOW THEREFORE in consideration of the premises herein contained, of the sum of \$1.00 paid by the District to the Owner, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties agree as follows:

1. Pursuant to Section 218 of the *Land Title Act*, the Owner hereby grants and conveys in perpetuity at all times to the District the full, free and uninterrupted right, license, liberty, privilege, easement and right of way (the "Statutory Right of Way") over that part of the Land (the "Right of Way Area") shown as Areas 1, 2 and 3 on the statutory right of way plan prepared by Peter J. Wittstock, B.C.L.S.,

and dated August 2014 (a reduced copy of which plan is attached as Schedule "A"), for the District and its servants, employees, agents, contractors, licensees and invitees to:

- (a) enter over, on, in, and under the Right of Way Area to:
  - (i) conduct surveys and examinations;
  - (ii) dig up, remove and replace soil;
  - (iii) construct, install, operate, maintain, clean, alter, renew, inspect and replace:
    - (A) a pathway for pedestrian, wheelchair and bicycle use;
    - (B) drainage works;
    - (C) park-related works; and
    - (D) all appurtenances ancillary to the foregoing;
 (collectively, the "Works")
- (b) bring on to the Right of Way Area all vehicles, materials and equipment the District requires or desires for the Works; and
- (c) allow the general public the full, free and uninterrupted right, liberty and passage to pass and repass over the Right of Way Area in the manner of a public road, trail and park, including vehicle, pedestrian and bicycle use; and
- (d) do all other things on the Right of Way Area as may be reasonably required in connection with the foregoing.

2. The Owner shall:

- (a) not obstruct, or permit the existence of any obstruction of, the Right of Way Area in a manner which interferes with the rights granted under this Agreement, and in particular, without limiting the generality of the foregoing, the Owner shall not, nor permit any other person to, erect, place, install or maintain any part or all of a building or structure on, over or under any portion of the Right of Way Area;
- (b) not do, nor knowingly permit to be done, any act or thing which may interfere with or injure the Works or the public's use of the Right of Way Area, and in particular shall not carry out any blasting on or adjacent to the Right of Way Area without the prior written consent of the District;

- (c) not substantially add to or diminish the soil cover over or around the Works installed on the Right of Way Area;
  - (d) trim or, if necessary, cut down any trees, shrubbery or growth on the Land adjacent to the Right of Way Area which, in the opinion of the District, constitutes or may constitute a danger or obstruction to those using the Right of Way Area or to the Works;
  - (e) execute all further documents and things whatsoever for the better assuring unto the District of the Statutory Right of Way hereby granted; and
  - (f) permit the District to peaceably hold and enjoy the rights hereby granted.
3. The District shall:
- (a) use the Statutory Right of Way and carry out the construction and maintenance of the Works in a good and workmanlike manner and shall not cause unnecessary damage or disturbance to the Owner, the Land or any improvement on or in the Land;
  - (b) not bury debris or rubbish in excavations or in backfill;
  - (c) remove shoring and like temporary structures as backfilling proceeds;
  - (d) clean up and remove all rubbish, tree trimmings and all construction debris it creates in order to leave the Right of Way Area in a neat and clean condition;
  - (e) not permit motorized vehicles on the Right of Way Area, except motorized wheelchairs and those required for construction and maintenance purposes; and
  - (f) release, indemnify and save the Owner harmless from all costs, damages or other loss in any claim or proceedings arising from the use of the Right of Way Area by members of the public, save and except to the extent caused by or arising from any act, omission, negligence or default of the Owner, in which case the Owner shall release, indemnify and save harmless the District.
4. All chattels, equipment, supplies, fixtures or other materials comprising the Works or otherwise installed over, on, in or under the Right of Way Area are and shall remain the property of the District, any rule of law or equity to the contrary notwithstanding.
5. Nothing contained or implied herein shall prejudice or affect the District's rights and powers in the exercise of its functions pursuant to the *Local Government Act*, R.S.B.C. 1996, c.323 or its rights and powers under all of its public and private

statutes, bylaws, orders and regulations to the extent the same are applicable to the Land, all of which may be fully and effectively exercised in relation to the Land, including the Right of Way Area.

6. Notwithstanding anything herein contained, the District reserves all rights and powers of expropriation otherwise enjoyed by the District.
7. Nothing in this Agreement requires the District to construct, repair, maintain or do anything else in relation to the Works, unless expressly required by this Agreement.
8. The Owner shall, after execution hereof by it, at the expense of the Owner, do or cause to be done all acts necessary to grant priority to this Agreement over all charges and encumbrances which may have been registered against the title to the Land in the Land Title Office save and except those as have been specifically approved in writing by the District.
9. In the event that the District abandons the Works or any part thereof, the District may, if it so elects, leave the whole or any part thereof in place.
10. Waiver of any default shall not be deemed to be a waiver of any subsequent default.
11. The Statutory Right of Way shall charge the Land pursuant to Section 218 of the *Land Title Act*, the burden of which shall run with the Land and bind the Land and every part or parts thereof, and shall attach to and run with the Land and each and every part to which the Land may be divided or subdivided, whether by subdivision plan, strata plan or otherwise howsoever. The Statutory Right of Way shall not terminate if and when a purchaser becomes the owner in fee simple of the Land, but shall charge the whole of the interest of such purchaser and shall continue to run with the Land and bind the Land and all future owners of the Land and any portion thereof.
12. Any notice under this Agreement shall be in writing and shall be sufficient if delivered to the recipient's address set out above, or to such other address as either party may provide to the other from time to time, or in the case of any Owner subsequent to the initial Owner, to the address of such owner according to the Land Title Office records in respect of the Land. Notices to the District shall be addressed to the attention of the Municipal Engineer and notices to the Owner shall be addressed to the president of the Owner in the case of any corporate Owner.
13. Wherever the singular or masculine is used in this Agreement, the same is deemed to include the plural or the feminine or the body politic or corporate as the context so requires.
14. Any opinion which the District is entitled by virtue of this Agreement to form may be formed on behalf of the District by the Municipal Engineer or his designate, in

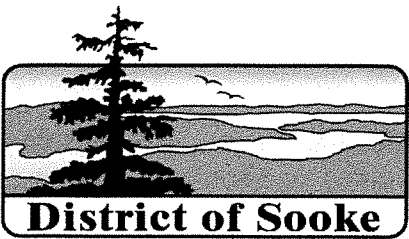
which event the opinion of the Municipal Engineer or his designate shall be deemed to be the opinion of the District for the purposes of this Agreement.

15. Every reference to each party is deemed to include the heirs, executors, administrators, successors, assigns, employees, agents, officers, and invitees of such party, wherever the context so requires or allows.
16. If any section, subsection, sentence, clause or phrase in this Agreement is for any reason held to be invalid by the decision of a court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of the Agreement.
17. This Agreement shall enure to the benefit of and be binding on the parties hereto notwithstanding any rule of law or equity to the contrary.
18. This Agreement shall be governed and construed in accordance with the laws of the Province of British Columbia.
19. In the case of the Owner comprising more than one person, the said grants, covenants, conditions, provisos, agreements, and liabilities of each person shall be construed and held to be several as well as joint.

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 that is attached hereto and forms part of this Agreement.







## REQUEST FOR DECISION

Regular Council

Meeting Date: September 15, 2014

To: Gord Howie, Chief Administrative Officer

From: Planning

Re: **Kennedy Closed Road and 6527 Sooke Road**

### RECOMMENDATION:

**THAT COUNCIL** introduce and give first and second reading to Bylaw No. 604, *Official Community Plan Amendment Bylaw (400-7)*;

**AND THAT COUNCIL** introduce and give first and second reading to Bylaw No. 605, *Zoning Amendment Bylaw (600-13)*;

**AND THAT COUNCIL** authorize the Mayor and the Chief Administrative Officer to execute modification to Covenant FB126369 registered on Lot A, Section 14, Sooke District, Plan 31351 and Lot C (DD D4015), Block 12, Section 14, Sooke District, Plan 217

**AND THAT COUNCIL** direct staff to schedule a Public Hearing for Bylaw No. 604 and Bylaw No.605 and for the modification to Covenant FB126369 in accordance with the requirements of the *Community Charter* and the *Local Government Act*

### 1. Executive Summary:

The owners of 6527 Sooke Road have initiated and are acting as the applicant to rezone *That Part of Section 14, Sooke District Shown as Closed Road on Plan VIP78310*, known as "Kennedy Closed Road" from Public Recreation (P1) to General Commercial (C2) and to amend the portion of the Kennedy Closed Road that is designated Park (P) in the Official Community Plan (OCP) to Community Residential (CR). All application and advertising fees have been paid by the applicant.

The civic address of 6527 Sooke Road is identifying two properties, legally described as Lot A, Section 14, Sooke District, Plan 31351 and Lot C (DD D4015), Block 12, Section 14, Sooke District, Plan 217. The applicant has applied to amend covenant no. FB126369 registered to 6527 Sooke Road. The applicant would like to construct townhouses without a commercial component and is asking Council to amend the restriction that the land must be developed as a mixed use commercial/residential building. All other restrictions listed in Schedule "A" of the covenant would remain, including a maximum height limit of 4 stories.

### 2. Background:

The owners of 6527 Sooke Road are entering into an agreement with the District of Sooke to purchase the Kennedy Closed Road property.

With the sale of the closed road, the purchaser will grant two statutory rights of way (SRW); one for access to the “landlocked” adjacent property from Lanark Road and another for a public pedestrian walkway to connect Sooke Road with Lanark Road. The SRW’s will also help to maintain view corridors to the Sooke Harbour. In addition, the two properties (Lot A and Lot C) that fall under the same civic of 6527 Sooke Road will be consolidated with the Kennedy Closed Road property.

The applicant has applied for a preliminary Development Permit (DP) to construct stacked townhouses. The rezoning/OCP amendment of the Kennedy Closed Road property, the sale of the road and the amendment to the covenant are crucial components of the residential DP as the applicants require the closed road for parking and a refuse/recycling area for the residential development. When the DP is ready, it will be presented to Council.

### **3. Analysis:**

#### **A. Bylaw No. 400, Sooke Official Community Plan 2010 (OCP)**

The OCP designates a third of the Closed Road, the portion that abuts Sooke Road as Park (P) and the remaining southern portion of the Closed Road is designated Community Residential (CR). The property falls within the *Community Growth Area* (CGA).

The majority of the property is designated as CR. A “Park” designation is not required on the portion of the property abutting Sooke Road because as part of the sale of the closed road the purchaser will be providing a public pedestrian connection by SRW to connect Sooke Road and Lanark Road. The OCP and the Parks and Trails Master Plan support pedestrian linkages. (OCP 4.2.2 b, c, g, OCP 4.12.3 p)

View corridors which allow views of the harbour will be secured on the Kennedy Closed Road property. (OCP 3.2.9 d, OCP 5.1.3 g)

These three properties are within an existing residential area and the OCP supports concentrating new residential development in existing areas or neighbourhoods prior to expanding into new areas. (OCP 5.1.2 f)

#### **B. Bylaw No. 600, Sooke Zoning Bylaw 2013 (Zoning Bylaw)**

The Kennedy Closed Road property is zoned Public Recreation (P1). The applicant has applied to rezone the closed road to General Commercial (C2). Even though 6527 Sooke Road is zoned Town Centre Mixed Use (CTC), the Kennedy Closed Road cannot have a CTC zone because the property is not within the “Town Centre” boundaries.

The C2 zone and the CTC zone permit residential development without a commercial component, such as “Townhouse” and the zones permit “parking lot”. The applicant has plans to consolidate the properties and build a residential development in the form of townhouses on 6527 Sooke Road, which is zoned CTC and use the Kennedy Closed Road property for parking and a refuse removal/recycling area if rezoned to C2.

In order to proceed with a development permit for Townhouses, the applicant is asking Council to amend covenant FB126369 to allow residential development with no commercial component and to consider rezoning the Kennedy Closed Road to a zone that would permit them to use the property for parking.

### **4. Legal Impacts:**

A Development Permit will be required for this project and an application with preliminary drawings has been submitted.

Notification of the application will be advertised in the local newspaper for two consecutive weeks prior to the date of the Public Hearing (PH). Adjacent landowners within a 100m radius will also be notified of the PH at least 10 days prior to the meeting.

**5. Financial Impacts:**

The Applicant will pay for all costs associated with site improvements and development and is bound by District of Sooke Bylaws and regulations. The Applicant will also be responsible for paying all legal costs to preparing agreements and registering covenants.


**6. Implication of Recommendation:**

Residential development that is limited to 4 stories with no commercial component is a compatible use within the predominately residential neighbourhood. This rezoning supports elements of a sustainable community. The future residents within this development will be able to walk, or bike into the Sooke Town Centre to shop, eat and work.

**Attached Documents:**

1. Application Summary
2. Referral Agency Comments
3. CRD Water Referral response
4. Ortho Subject property map of OCP Amendment
5. Ortho Subject Property Map of Rezoning Amendment
6. Ortho Subject Property Map of Covenant Amendment
7. covenant FB126369
8. Proposed Covenant Modification
9. Bylaw No. 604 & 605

Approved for Council Agenda	
	
Engineering	Planning
Corp. Services	Finance
CAO	

  
\_\_\_\_\_  
Tara Johnson  
Planner II

### Application Summary

<b>Address</b>	"Kennedy Closed Road" (RZ/OCP Amend) and 6527 Sooke Road (Covenant Amend)
<b>Legal</b>	<b>RZ/OCP Amend:</b> That Part of Section 14, Sooke District Shown as Closed Road on Plan VIP78310  <b>Covenant Amend:</b> Lot A, Section 14, Sooke District, Plan 31351 AND Lot C (DD D4015), Block 12, Section 14, Sooke District, Plan 217.
<b>Existing Zoning</b>	Public Recreation (P1)
<b>Proposed Zoning</b>	General Commercial (C2)
<b>Existing OCP</b>	Park and Community Residential
<b>Proposed OCP</b>	All Community Residential
<b>Parcel Size</b>	475.3m <sup>2</sup> – Kennedy Closed Road 954.8m <sup>2</sup> – 6527 Sooke Rd (Lot A) 1057m <sup>2</sup> – 6527 Sooke Rd (Lot C)
<b>DP Area</b>	A DP will be required
<b>Services</b>	<b>Water:</b> CRD Water <b>Sewer:</b> Municipal <b>Drainage:</b> On-site
<b>Adjacent Land Uses</b>	<b>North:</b> Sooke Road and residential <b>South:</b> Lanark Road and residential <b>East:</b> Light Industrial <b>West:</b> Dover Street and residential

**SUMMARY OF COMMENTS RECEIVED  
IN RESPONSE TO DISTRICT OF SOOKE REFERRAL SENT August 27, 2014**

<b>EXTERNAL REFERRALS</b>		
<b>Date Rec'd</b>	<b>Agency</b>	<b>Comments</b>
	Shaw Cable	No response
	BC Hydro	No response
August 28	Ministry of Transportation and Infrastructure	No objections to the proposal as presented with the following comments: <ul style="list-style-type: none"> <li>No objections to the proposed covenant change; allowing the option to build townhouses on the site. All other restrictions over the properties, as stated in the covenant, are to remain.</li> </ul>
	Canada Post	No response
Sept 5	BC Transit	No concerns at this time. There is a bus stop located adjacent to these properties, so we'd like the opportunity to comment again and work with the developer if this proceeds to the development stage.
Sept 4	Ministry of Forests, Lands and Natural Resource Operations	There are few concerns providing any subsequent development follow the relevant guidelines in Develop with Care 2014; Environmental Guidelines for Urban and Rural Development in British Columbia.
	Beecher Bay	No response
Sept 8	CRD Water	Referral response attached
	SEAPARC	No response
	T'souke Nation	No response
August 27	Archeological Branch	There are no known archaeological sites recorded on any of the subject properties.  There is always a limited possibility for unknown archaeological sites to exist on any of the properties. If any suspected archaeological materials are encountered during development, all activities must be halted and the Archaeology Branch contacted.
	RCMP	No response.
	School District #62	No response
August 27	Fortis BC	No conflicts or concerns.
	Shaw Cable	No response
May 28	TELUS	No response





Making a difference...together

Integrated Water Services  
479 Island Highway  
Victoria, BC, Canada V9B 1H7

T: 250.474.9600  
F: 250.474.4012  
www.crd.bc.ca

September 8, 2014

File: 3360-20-JDFSK-14-006  
Your File: PLN01104

**via E-mail**

Ms Tara Johnson  
District of Sooke  
2205 Otter Point Road  
Sooke, BC V9Z 1J2

Dear Ms Johnson:

**RE: PROPOSED REZONING OF THAT PART OF SECTION 14, SHOWN AS CLOSED ROAD ON PLAN VIP78310; LOT A, SECTION 14, PLAN 31351; LOT C (DD D4015), BLOCK 12, PLAN 217, ALL IN SOOKE DISTRICT (6527 SOOKE ROAD)**

Thank you for your rezoning referral received August 27, 2014, which requests that we examine the above mentioned proposal with regard to the water supply regulations and policies of the Capital Regional District (CRD) Integrated Water Services as established for the Juan de Fuca Water Distribution Commission.

Community piped water can be supplied to this proposed development provided that the Owner(s) is prepared to pay the necessary costs and fees as authorized under CRD Bylaw No. 3889, for the supply and installation of a water distribution system capable of meeting all domestic and fire flow requirements, designed in accordance with CRD Specifications and Standard Drawings.

Lot C, Plan 217, is presently serviced with water by a 19mm (3/4") water service located at the property frontage on Sooke Road. Lot A, Plan 31351, and the Closed Road, Plan VIP78310 are not presently serviced with water. The Owner(s) shall pay all costs to abandon the existing service if it will not be required for this development.

If this proposal proceeds to the development stage, a detailed review of water servicing design drawings will be required, and a detailed statement of conditions will be provided.

Please note that if the proposed development is to be accessed from Lanark Road, the Owner(s) shall pay all costs for the supply and installation of a water main on Lanark Road from the existing mains at the intersections of Kennedy Street South and Dover Street. Type and size of the water main to be installed is subject to the approval of the CRD.

The hydraulic computer model maintained by the CRD shows that a fire flow of 3,900 L/min (858 lgpm) at a maximum velocity of 3 m/s with 138 kPa (20 psi) residual pressure is presently

1585163

available in the water main adjacent to the fire hydrant (SFD028) located at the intersection of Sooke Road and Dover Street.

In stating the fire flow available, the CRD expresses no opinion as to the adequacy of the stated fire flow to provide fire protection and if applicable, recommends that the Owner(s) take the appropriate steps to confirm the available fire flow by means of a field hydrant flow test (if required the hydrant flow test will be carried out by CRD staff at the Owner(s) expense).

The Owner's Engineer will be required to calculate the fire flow requirements (to Fire Underwriters Survey (FUS) standards) for the development and confirm in writing to both the CRD and the District of Sooke that the available flow from the CRD system is sufficient. It is recommended the Owner's Engineer contact the District of Sooke to discuss hydrant location and orientation.

If an increase in the level of fire protection is required to meet CRD Engineering Specifications and Standard Drawings, FUS or to meet the requirements of the District of Sooke, the Owner(s) would be responsible for all costs associated with designing and upgrading the distribution system to the extent necessary to provide the required flows.

Please note that the CRD will not provide water to this development until the above required waterworks are completed and paid for in full. Registration of the development and any subsequent issuance of Building Permits in advance of the acceptance of the above required distribution system by the CRD does not obligate the CRD to supply water to any part of the development prior to the completion and payment in full of the required waterworks.

Depending on the intended use of the property, a Development Cost Charge may apply to each of the new lots/units created by this development.

This letter is for the purpose of providing you with information regarding the services available from the CRD, and should not be construed as either approval or rejection of the proposed development by the CRD.

These conditions are valid for 180 days from date of writing. However, if at any time there is a change in legislation, regulations and CRD Bylaw No. 3889, which would cause any of the above conditions to be non-conforming, then the CRD reserves the right to revise any or all of the conditions accordingly, at any time during the 180 day period.

Yours truly,



Richard Edwards, P.Eng.  
Project Engineer  
Infrastructure Engineering and Operations

RE:dg





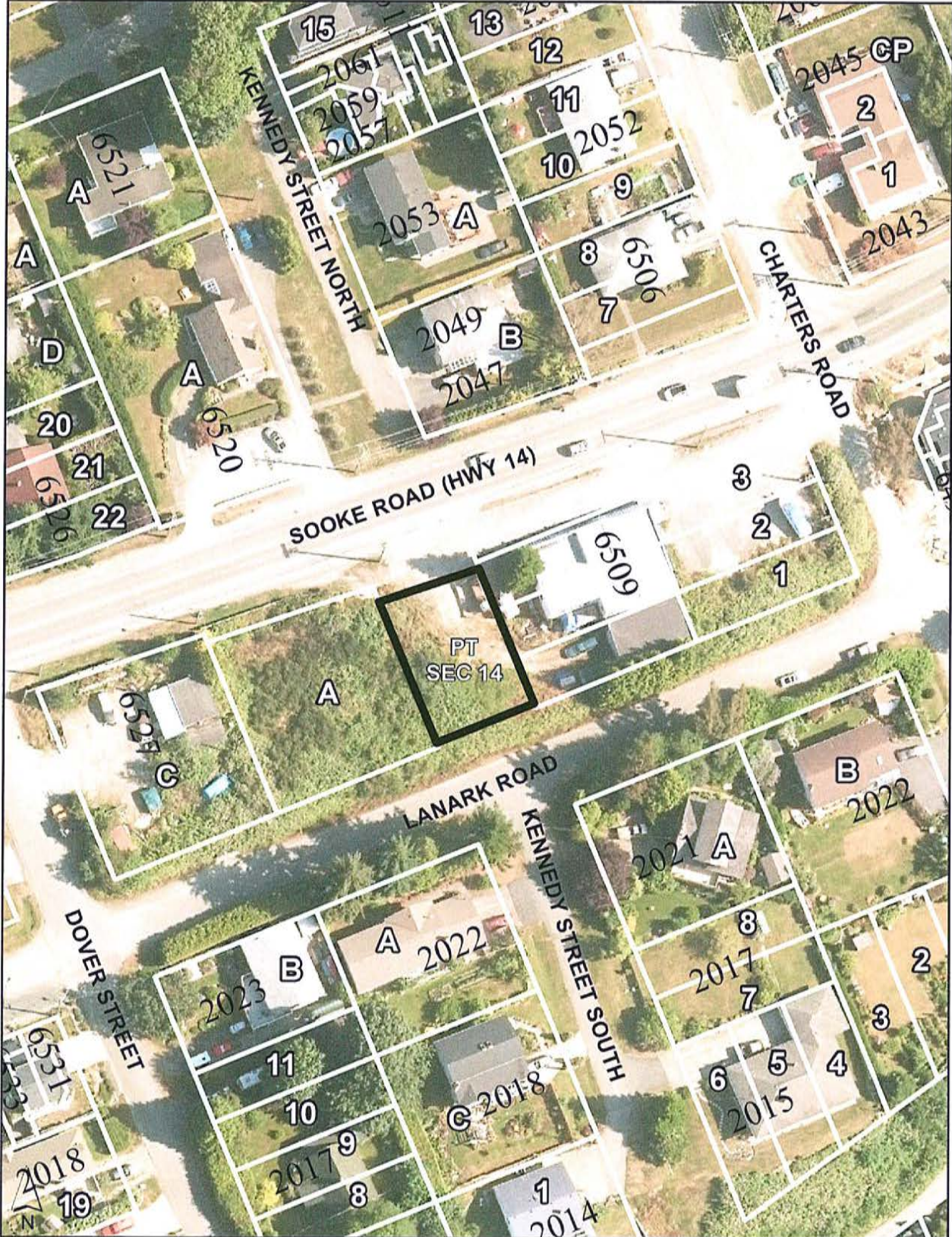


# REZONING AMENDMENT

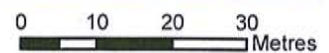


## SUBJECT PROPERTY MAP

File: PLN01104



 RZ Amendment Subject Property







**FB126369**

**TERMS OF INSTRUMENT – PART 2**  
**SECTION 219 COVENANT**

THIS AGREEMENT, dated for reference October ~~27~~, 2007, is made

BETWEEN:

**HARBOUR VIEW CENTER LTD.** (Inc. #BC0795774)  
210 – 2780 Veterans Memorial Parkway, Victoria, B.C. V9B 3S6

(the "Owner")

AND:

**DISTRICT OF SOOKE**, a municipality incorporated under the  
Local Government Act, R.S.B.C. 1996, c.323 and having its  
office at 2205 Otter Point Road, Sooke, BC V0S 1N0  
(the "Municipality")

AND:

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF  
BRITISH COLUMBIA AS REPRESENTED BY THE MINISTER OF  
TRANSPORTATION**, having a local area office at 240-4460 Chatterton  
Way, Victoria, BC, V8X 5J2  
(the "Ministry")

AND:

**MISSION CREEK MORTGAGE LTD.** (Inc. #BC0476294)  
#210- 1980 Cooper Road,  
Kelowna, British Columbia, V1Y 8K5

GIVEN THAT:

- A. The Owner is the registered Owner in fee simple of the land in Sooke, British Columbia, known as 6527 Sooke Road, legally described as:

Parcel Identifier: 018-674-011  
Lot C (DD D4015), Block 12, Section 14, Sooke District, Plan 217 and

Parcel Identifier: 001-166-808  
Lot A, Section 14, Sooke District, Plan 31351  
(collectively the "Land");

- B. The Owner proposes to develop the Land for commercial offices and residential purposes consisting of a multi-storey building, doctor's offices, medical clinic and residential dwelling units;

**Amend**



- C. The Owner has requested the Municipality to adopt Bylaw No. 321 (270-22), (the "Rezoning Bylaw") rezoning the Land to permit the development proposed by the Owner, and
- D. The Council of the Municipality has determined that the adoption of the Rezoning Bylaw would, but for the covenants contained in this Agreement, not be in the public interest; and the Owner therefore wish to grant pursuant to s.219 of the Land Title Act, and the Municipality wishes to accept, the covenants over the Land that are set out in this Agreement.
- E. The Ministry has determined that the adoption of the Rezoning Bylaw would, but for the covenant contained under Section (9) of Schedule A, not be in the public interest; and the Owner therefore wish to grant pursuant to s.219 of the Land Title Act, and the Ministry wishes to accept, the covenant over the land contained in that section.

THIS AGREEMENT is evidence that in consideration of payment of \$1.00 by each of the Municipality and the Ministry to the Owner (the receipt of which is acknowledged by the Owner), the Owner grant to the Municipality and the Ministry in accordance with s.219 of the Land Title Act the following covenants:

- 1. The Owner covenants and agrees with the Municipality and the Ministry that:
  - (i.) the Land must not be redeveloped beyond its current use;
  - (ii.) the Land must not be subdivided;
  - (iii.) development of the Land, including by construction or placement of any building or structure on the Land is prohibited;
  - (iv.) no building permit may be applied for, and the Municipality is not obliged to issue any building permit, in respect of the Land; and
  - (v.) no occupancy permit may be applied for, and the Municipality is not obliged to issue any occupancy permit, in respect of the Land,

unless the use, subdivision, development, building or occupancy is in accordance with the Schedule of Restrictions attached as Schedule A. Nothing in this section 1 shall preclude the consolidation of the Land.
- 2. Any opinion, decision, act or expression of satisfaction of the Municipality provided for in this Agreement is to be taken or made by the Municipality's Director of Engineering or his or her delegate authorized as such in writing, in each case acting reasonably.
- 3. The Municipality and the Ministry shall execute and deliver to the Owner a registerable discharge of the covenants granted in this Agreement in the event that the Rezoning Bylaw is not adopted by February 28, 2008. The Owner may, after the Rezoning Bylaw is adopted, request a discharge of any particular covenant granted in this Agreement in respect of any parcel into which the Land may be subdivided, and the Municipality and

- the Ministry shall execute and deliver a discharge in respect of any such covenant that has been, in the Municipality's and the Ministry's opinions, fully satisfied by the Owner.
4. The Owner release, and must indemnify and save harmless, the Municipality, its elected and appointed officials and employees, from and against all liability, actions, causes of action, claims, damages, expenses, costs, debts, demands or losses suffered or incurred by the Owner, or anyone else, arising from the granting or existence of this Agreement, from the performance by the Owner of this Agreement, or any default of the Owner under or in respect of this Agreement.
  5. The parties agree that this Agreement creates only contractual obligations and obligations arising out of the nature of this document as a covenant under seal. The parties agree that no tort obligations or liabilities of any kind exist between the parties in connection with the performance of, or any default under or in respect of, this Agreement. The intent of this section is to exclude tort liability of any kind and to limit the parties to their rights and remedies under the law of contract and under the law pertaining to covenants under seal.
  6. The rights given to the Municipality by this Agreement are permissive only and nothing in this Agreement imposes any legal duty of any kind on the Municipality to anyone, or obliges the Municipality to enforce this Agreement, to perform any act or to incur any expense in respect of this Agreement.
  7. Where the Municipality is required or permitted by this Agreement to form an opinion, exercise a discretion, express satisfaction, make a determination or give its consent, the Owner agree that the Municipality is under no public law duty of fairness or natural justice in that regard and agrees that the Municipality may do any of those things in the same manner as if it were a private party and not a public body.
  8. This Agreement does not:
    - (i.) affect or limit the discretion, rights or powers of the Municipality under any enactment (as defined in the Interpretation Act, on the reference date of this Agreement) or at common law, including in relation to the use of the Land,
    - (ii.) affect or limit any enactment related to the use of the Land, or
    - (iii.) relieve the Owner from complying with any enactment, including in relation to the use of the Land.
  9. Every obligation and covenant of the Owner in this Agreement constitutes both a contractual obligation and a covenant granted under s.219 of the Land Title Act in respect of the Land and this Agreement burdens the Land and runs with it and binds the successors in title to the Land. This Agreement burdens and charges all of the Land and any parcel into which it is subdivided by any means and any parcel into which the Land is consolidated. The Owner is only liable for breaches of this Agreement that occur while the Owner are the registered Owner of the Land.

- 10. The Owner agrees to do everything reasonably necessary, at the Owner's expense, to ensure that this Agreement is registered against title to the Land with priority over all financial charges, liens and encumbrances registered, or the registration of which is pending, at the time of application for registration of this Agreement.
- 11. An alleged waiver of any breach of this Agreement is effective only if it is an express waiver in writing of the breach in respect of which the waiver is asserted. A waiver of a breach of this Agreement does not operate as a waiver of any other breach of this Agreement.
- 12. If any part of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.
- 13. Mission Creek Mortgage Ltd., being the holder of Mortgage FB109198 registered against the lands and premises described in Item 2 of Part 1 of this General Instrument hereby consents to the registration of the Covenant contained in this General Instrument and agrees that it shall have priority over mortgage referred to in this section 13.
- 14. This Agreement is the entire agreement between the parties regarding its subject.
- 15. This Agreement binds the parties to it and their respective successors, heirs, executors and administrators.
- 16. The Owner must do everything reasonably necessary to give effect to the intent of this Agreement, including execution of further instrument.
- 17. By executing and delivering this Agreement each of the parties intends to create both a contract and a deed executed and delivered under seal.

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 that is attached hereto and forms part of this Agreement.

SCHEDULE "A"

SCHEDULE OF RESTRICTIONS

LAND USES

Amend

- 1. The Land shall be developed for a multi storey commercial office building and residential dwelling units that shall not exceed 4 storeys, not including underground or concealed parking.

ROADS AND IMPROVEMENTS

- 2. The Owners shall, in advance of the issuance of any building permit on the Land, complete a traffic study, acceptable to the Ministry of Transportation and the District of Sooke and design and construct all roadway improvements identified in the traffic study, to the standards acceptable to the Ministry of Transportation and the Municipality.
- 3. The Owners shall, in advance of the issuance of any building permit on the Land, design and construct improvements to Dover Street, Kennedy Road, Lanark Avenue and Sooke Road along the frontage of the Land, in accordance with the requirements specified in the Development Permit, to the standards acceptable to the Municipality.
- 4. The Owners shall, in advance of the issuance of any building permit on the Land, design and construct, where the Land fronts along Dover Street, Lanark Avenue, Sooke Road a sidewalk, to the standards acceptable to the Municipality, and if deemed appropriate by the Municipality, along Kennedy Road
- 5. The Owners shall, in advance of the issuance of any building permit on the Land, design and construct improvements to the appropriate intersection of Sooke Road, as determined by the Ministry of Transportation and to the standards acceptable to the Municipality.
- 6. The Owners shall, in advance of the issuance of any building permit on the Land, service the new development with underground utilities, to the standards acceptable to the Municipality.
- 7. The Owners shall, in advance of the issuance of any building permit on the Land, complete a storm water management plan and build a storm water management system and any off-site storm water infrastructure, to the standards acceptable to the Municipality.
- 8. In all obligations and covenants where the Owners are required to construct certain works and improvements, including but not limited to paragraphs 3 to 5 herein, the Owners may post sufficient security with the Municipality, in a form and amount acceptable to the Municipality, in exchange for completing the works and/or improvements within a specified time period.
- 9. The Owners may, therefore, request a discharge of any particular covenant granted in this Agreement, for which, either sufficient security was posted by the Owners and accepted by the Municipality, or the work has been completed and accepted by the Municipality, therefore deemed to be fully satisfied by the Owners, and the Municipality shall execute and deliver a discharge in respect of any such covenant.

CONNECTION TO COMMUNITY SEWER

- 10. No occupancy permit for any building within the development shall be issued until that building has connected to the Community Sewer system.

END OF DOCUMENT



**TERMS OF INSTRUMENT – PART 2**

**SECTION 219 COVENANT MODIFICATION**

THIS AGREEMENT, dated for reference \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, is made

BETWEEN:

Harbour View Center Ltd., Inc.No.BC0795774  
210-2780 Veterans Memorial Parkway  
Victoria, BC V9B 3S6

(the "Owner")

AND:

**DISTRICT OF SOOKE**, a municipality incorporated under the Local Government Act, R.S.B.C. 1996, c.323 and having its office at 2205 Otter Point Road, Sooke, BC V9Z 1J2

(the "Municipality")

AND:

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA AS REPRESENTED BY THE MINISTER OF TRANSPORTATION AND INFRASTRUCTURE**, having a local area office at 240-4460 Chatterton Way, Victoria, BC, V8X 5J2

(the "Ministry")

WHEREAS:

- A. The Owner and the Municipality and the Ministry entered into a Development Agreement forming part of an instrument in which the Owner granted to the Municipality a Covenant pursuant to S. 219 of the *Land Title Act* registered in the Victoria Land Title Office under No. FB126369 (the "Covenant"):

Parcel Identifier: 001-166-808  
Lot A, Section 14, Sooke District, Plan 31351

Parcel Identifier: 018-674-011  
Lot C (DD D4015), Block 12, Section 14, Sooke District, Plan 217

(the "Lands");

- B. The Owner wishes to amend the Covenant and the Municipality and the Ministry agrees to modify the Covenant.

NOW THEREFORE, pursuant to S. 219 of the Land Title Act and in consideration of the sum of one dollar (\$1.00) now paid to the Municipality by the Owner (the receipt and sufficiency whereof is hereby acknowledged) the Municipality and Owner agree to amend and modify the Covenant as follows:

**1. Item B on Page 4 is hereby amended to say the following:**

B. The Owner proposes to develop the land for multi-family residential dwelling units.

**2. Schedule A – Schedule of Restrictions is hereby amended by REPLACING Item 1 with the following wording:**

Item 1 The Land shall be developed for multi-family residential that shall not exceed a height of 4 storeys.

**3. All other terms and conditions of the Covenant remain unchanged and shall continue to burden the Lands and be binding on all successors in title, pursuant to S. 219 of the *Land Title Act*.**

**THE END**



## DISTRICT OF SOOKE

### BYLAW No. 604

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A bylaw to amend Bylaw No. 400, *Official Community Plan, 2010* for the purpose of amending the "Park" land use designation that covers a portion of the property legally described as *THAT PART OF SECTION 14 SOOKE DISTRICT SHOWN AS CLOSED ROAD ON PLAN VIP78310* to "Community Residential".

---

The Council of the District of Sooke, in open meeting assembled, enacts as follows:

1. This Bylaw is cited as *Official Community Plan Amendment Bylaw (400-7)*.
2. Bylaw No. 400, *Official Community Plan Bylaw, 2010* is amended by deleting from the Park (P) designation and adding to the Community Residential (CR) designation the property shown outlined in black and hatched on Schedule A to this bylaw and legally described as:

THAT PART OF SECTION 14 SOOKE DISTRICT SHOWN AS CLOSED  
ROAD ON PLAN VIP78310

Introduced and read a first time the        day of        , 2014.

Read a second time the        day of        , 2014.

Public Hearing held the        day of        , 2014.

Read a third time the        day of        , 2014.

Adopted on the        day of        , 2014.

Certified by:

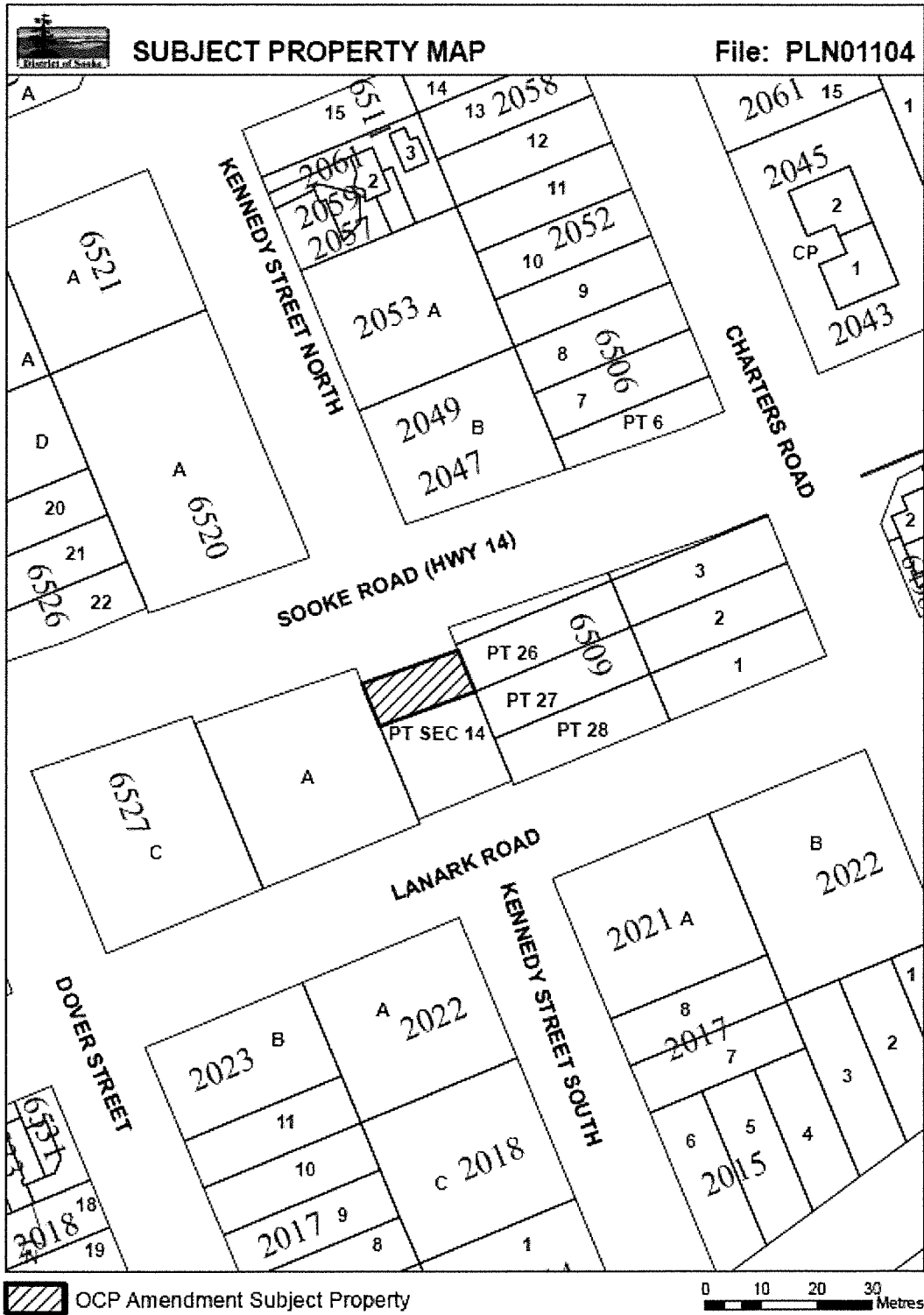
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Wendal Milne  
Mayor

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Bonnie Sprinkling  
Corporate Officer

**SCHEDULE A**









**REQUEST FOR DECISION**  
Regular Council  
Meeting Date: September 15, 2014

To: Mayor and Council  
From: Gord Howie, Chief Administrative Officer  
Re: ***Anti-Bullying and Harassment Policy, 2011***

**RECOMMENDATION:**

**THAT COUNCIL** adopt the amendments to Policy No. 7.13, *Anti-Bullying and Harassment Policy, 2011*;  
**AND FURTHER** adopt the amendments to Policy No. 7.10, *Code of Ethics Policy, 2011*;  
**AND FURTHER** adopt the amendments to Policy No. 7.11, *Respectful Workplace Policy, 2011*;  
**AND FURTHER** repeal Policy No. 7.14, *Complaint Resolution Policy, 2011*.

**1. Executive Summary:**

Effective November 1, 2013, new policies under the *Workers Compensation Act* came into force to help workers, employers and supervisors prevent and address workplace bullying and harassment. At Council's direction, amendments to District policies have been drafted to comply with the new *WorkSafeBC* policies.

**2. Background:**

On February 2, 2014, Council participated in a training session presented by the municipal solicitor on workplace bullying and harassment. Council directed that staff draft a new harassment and complaint policy that is in compliance with the new *WorkSafe BC* regulations.

The District of Sooke currently has in place several policies to ensure that Council members, District officers, employees and volunteers have a respectful and safe workplace.

*Policy No. 7.10, Code of Ethics Policy, 2011*  
*Policy No. 7.11, Respectful Workplace Policy, 2011*  
*Policy No. 7.12, Whistle Blower Policy, 2011*  
*Policy No. 7.13, Anti-Harassment Policy, 2011*  
*Policy No. 7.14, Complaint Resolution Policy, 2011*

At the September 8<sup>th</sup>, 2014, Council reviewed the amendments to Policy No. 7.10, 7.11 and 7.13 and referred Policy No. 7.13, *Anti-Bullying and Harassment Policy, 2011* back to staff for further amendments.

**3. Analysis:**

The new *WorkSafeBC* regulations outline the employer's duties to prevent, or otherwise minimize, workplace bullying and harassment:

- Take "reasonable steps" to prevent or minimize workplace bullying and harassment;
- Draft a policy statement that workplace bullying and harassment will not be tolerated
- Develop reporting procedures for incidents and complaints
- Develop procedures for dealing with and investigating incidents or complaints
- Train workers and supervisors to understand and follow the established procedures
- Conduct an annual review

Accordingly, Policy No. 7.13, *Anti-Harassment Policy, 2011* has been adapted to comply with the new *WorkSafeBC* policies:

- a. Bullying and harassment policy statement
- b. Definition of bullying and harassment
- c. Identification of potential sources of bullying and harassment
- d. Update of existing instructions for reporting complaints or incidents
- e. Inclusion of bullying and harassment training in training programs

Further, the following policies have been amended as to complaint resolution procedures:

- Policy No. 7.10, *Code of Ethics Policy, 2011* in sections 3.14 and 5.3;
- Policy No. 7.11, *Respectful Workplace Policy, 2011* in section 2.3


The complaint procedures in Policy No. 7.14, *Complaint Resolution Policy, 2011* have been incorporated into the amended Policy No. 7.13. Policy No. 7.14 may now be repealed.

With the adoption of the amendments to Policy No. 7.13, staff will proceed with the improvements required to meet the training and reporting procedures under the new policy. On February 2, 2014, Council participated in a training session presented by the municipal solicitor on workplace bullying and harassment.

**Attached Documents:**

1. Policy No. 7.13 with amendments underlined
2. Policy No. 7.10 with amendments in s.3.14 and 5.3 underlined
3. Policy No. 7.11 with amendments in s. 2.3 underlined

Respectfully,

  
\_\_\_\_\_  
Gord Howie





, 2011

Policy No. 7.13

Adopted by Council: May 9, 2011  
Amended by Council: \_\_\_\_\_

## **ANTI-BULLYING AND HARASSMENT POLICY, 2011**

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The Corporation of the District of Sooke ("District") respects the rights and interests of all individuals and is committed to providing a working environment free of bullying and harassment. Bullying and harassment is not acceptable or tolerated in the District workplace. The District will make every reasonable effort to ensure that no Council member, District officer, employee or volunteer is subjected to either bullying or harassment.

The District will take disciplinary measures, corrective action, or any other appropriate action as is deemed necessary and as outlined in this Policy against any person who is found to have bullied or harassed another.

### **Purpose:**

To affirm the District's commitment to providing a workplace free of bullying and harassment, and to comply with the *Workers Compensation Act* and the *Human Rights Code* as amended from time to time

### **Procedure:**

#### **1.0 Responsibilities**

- 1.1 Council members, District officers, employees and volunteers all have a responsibility to not engage in the bullying and harassment of others in the workplace. They also have an obligation to be proactive to ensure that the workplace remains free from bullying and harassment. They must ensure that bullying and harassment is not allowed, condoned or ignored and must report if bullying or harassment is observed or experienced. Those in positions of authority can often be the first contact for those seeking assistance with bullying and harassment concerns and have an added responsibility for preventing recurrences and escalation.
- 1.2 Council members, District officers, employees and volunteers must apply and comply with this policy and strive to have a clear understanding of what constitutes bullying and harassment and what their responsibilities are, as well have an awareness of the District's processes to prevent, educate and deal with bullying and harassment of all forms.

*Where there is a conflict between the Collective Agreement and a District Policy the Collective Agreement shall apply.*

## **2.0 Scope of the Policy**

- 2.1 This Policy covers bullying and harassment complaints in the workplace.
- 2.2 This Policy does not cover legitimate workplace related actions by District officers, directors, Chief Administrative Officers and supervisors, which may include but is not limited to work direction or assignment, performance appraisal, attendance monitoring and implementation of disciplinary or other corrective actions.
- 2.3 This Policy is not meant to inhibit interactions or relations based on mutual consent or normal and acceptable social contact and banter.

## **3.0 Application of the Policy**

- 3.1 This Policy applies to all complaints made by Council members, District officers, employees or volunteers of alleged bullying or harassment by any Council member, District officer, employee or volunteer. This Policy applies to bullying and harassment that is work related whether it occurs at the workplace itself and includes, without limitation, job related travel and job related social functions.

## **4.0 Definitions**

- 4.1 ***District officer*** includes the Chief Administrative Officer, Financial Officer, Corporate Officer, and other officers appointed by Council pursuant to the *Community Charter*, S.B.C. 2003, c. 26, as amended from time to time.
- 4.2 ***District employee*** includes District Officers, supervisors, and union and non-union staff employed by the District.
- 4.3 ***Bullying and harassment*** includes any inappropriate conduct or comment by a person towards another individual that the person knew or reasonably ought to have known would cause that individual to be humiliated or intimidated. It can be related to unwelcome or objectionable conduct or comment that would be considered discriminatory under the *Human Rights Code*, if the conduct or comment was in respect of any of the following prohibited grounds:
- race
  - conviction for an offence
  - colour
  - ancestry
  - physical disability
  - place of origin (birthplace)
  - mental disability
  - political belief
  - sex
  - religion
  - age
  - marital status
  - sexual orientation
  - family status

*Where there is a conflict between the Collective Agreement and a District Policy the Collective Agreement shall apply.*

Bullying and harassment includes complaints that are not based on the prohibited or protected grounds set out in the *Human Rights Code*, but on other forms of mistreatment, that has the purpose or effect of intimidating or isolating an individual.

Examples of conduct or comments that might constitute bullying and harassment include:

- verbal and non-verbal aggression or insults
- calling someone derogatory names
- harmful hazing or initiation practices
- vandalizing personal belongs
- spreading malicious rumours

4.4 **Sexual harassment** is any verbal, written or physical conduct, comment, gesture or contact of a sexual nature that may cause offence or humiliation or that might reasonably be perceived by the subject of the harassment as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.

Examples of sexual harassment include but are not limited to:

- unwelcome remarks, questions, jokes, innuendo or taunting, about a person's body or sex, including sexist comments or sexual invitations
- verbal abuse and threats of a sexual nature
- leering, staring or making sexual gestures
- display of pornographic or other sexual materials in the form of degrading pictures, graffiti, cartoons or sayings
- unwanted physical contact such as touching, patting, pinching, hugging
- intimidation, threat or actual physical assault of a sexual nature
- sexual advances with actual or implied work related consequences

Note: *While it may not be a harasser's intention for bullying, harassment or sexual harassment to occur, the intent of a harasser may be an irrelevant factor in a consideration of whether harassment has or has not occurred.*

4.5 **Volunteer** means a person serving the District of Sooke who is a not a Council Member or District officer or employee and includes a person serving on any board, commission or committee established by the District.

4.6 **Workplace** includes, but is not limited to, work sites such as the Municipal Hall, Operations Centre, Fire Hall, parks locations and buildings, and construction or maintenance sites, business related social functions, work locations away from the office, work related conferences and training sessions, work related travel, telephone conversations, voice mail and electronic messaging.

*Where there is a conflict between the Collective Agreement and a District Policy the Collective Agreement shall apply.*

## **5.0 Complaint Resolution Procedures**

### **5.1 Confidentiality and Anonymity**

5.1.1 Allegations of bullying and harassment may require the disclosure of sensitive information. Confidentiality will be maintained to the extent possible to ensure that those who may have been bullied or harassed feel free to come forward and are confident that their reputations will be protected throughout the process. It is the responsibility of all parties involved to respect this intent of confidentiality.

5.1.2 Confidentiality must, however, be distinguished from anonymity. If a complainant wishes to file a formal complaint and proceed with an investigation, the respondent must be made aware of the nature of the complaint, which may include the identity of the complainant. Information will only be disclosed on a "need to know" basis and where disclosure is required to fairly investigate a complaint or as required by law.

### **5.2 Informal Procedure**

5.2.1 An individual who believes he or she has a complaint under this policy may bring the matter to the attention of the person responsible for the conduct and advise the conduct is unwelcome and request that it stop immediately. This is an important step to ensure that the person knows that his or her conduct is unwelcome. If disapproval has been made known to the person and the bullying or harassment persists, a written record of the continuing acts of bullying or harassment should be kept. If after discussing a complaint with the person, the complaint is dealt with to an individual's satisfaction, the issue is considered to be resolved.

5.2.2 If an individual does not feel comfortable speaking to the person responsible for the conduct, or if after confronting the person the conduct persists, the individual should report the matter as set out below.

### **5.3 Informal Process and Mediation**

- 5.3.1 Individuals covered by this policy who consider that they have been subjected to bullying or harassment may choose to consult an advisor, as follows.
- a. If the individual is a Council or Committee member, the advisor can be the Mayor or Chief Administrative Officer.
  - b. If the individual is a District employee, the advisor can be their immediate supervisor, any member of the District's management team, or the Chief Administrative Officer or designate.

*Where there is a conflict between the Collective Agreement and a District Policy the Collective Agreement shall apply.*

- c. If the individual is a volunteer, the advisor can be the Chief Administrative Officer or designate.
- 5.3.2 Discussions regarding the complainant's concerns will be considered advisory and informal in nature. If the advisor reasonably believes that bullying or harassment has occurred, the advisor will determine whether or not the alleged harasser has been made aware of the objectionable or unwelcome conduct. Where this has occurred but the alleged harasser's behaviour has persisted or where this has not occurred but the complainant is not comfortable doing so, the advisor may intervene at the complainant's request and inform the alleged harasser of the objectionable behaviour.
  - 5.3.3 The advisor will also review this policy with the complainant and discuss various choices to assist the complainant in deciding which course of action is most appropriate.
  - 5.3.4 At the request of the complainant and with the agreement of the respondent, the Chief Administrative Officer or Mayor, as applicable, will select an independent third party to act as a mediator to assist the individuals in resolving the complaint through mediation. The role of the mediator is to help the complainant and respondent come to an agreement, and not to advocate a position or impose a decision.
  - 5.3.5 Both the complainant and the respondent may be accompanied by a representative of their choice during mediation. If the complaint is resolved by the mediation, a written record of the complaint and the resolution will be given to the complainant, respondent and the Chief Administrative Officer or Mayor. Should there be recommendations for the employer to consider, the mediator will forward these recommendations as well to the Chief Administrative Officer or Mayor.
  - 5.3.6 If mediation is not successful in resolving the complaint, the complainant can submit a formal complaint as set out below within 10 working days of the conclusion of the mediation process.
  - 5.3.7 A matter dealt with to the complainant's satisfaction is considered to be resolved.
  - 5.3.8 If the matter is not dealt with to the complainant's satisfaction, the complainant can submit a formal complaint as set out below.

*Where there is a conflict between the Collective Agreement and a District Policy the Collective Agreement shall apply.*

## 5.4 Formal Process

- 5.4.1 Incidents or complaint should be reported as soon as possible after experiencing or witnessing an incident. This allows the incident to be investigated and addressed promptly.
- 5.4.2 A complainant may submit a complaint in writing to the Chief Administrative Officer within 6 months of the most recent incident. This time limit can be extended with the agreement of the complainant and the Chief Administrative Officer. If the respondent is the Chief Administrative Officer, the written complaint should be submitted to the Mayor.
- 5.4.3 The written complaint should include as much information as possible including:
  - a. Name of the complainant and respondent(s)
  - b. Name of any other people involved
  - c. Where and when the event(s) occurred
  - d. A detailed description of the behaviour or words that led to the complaint
  - e. Any prior attempts to resolve

Attach any supporting documents such as emails, handwritten notes or photographs

- 5.4.4 The District reserves the right to proceed with an investigation under the Formal Process even if the complainant withdraws the complaint.
- 5.4.5 All complainants and respondents have the right to be represented by their union representative or a representative of their choice during an investigation.
- 5.4.6 Investigations will:
  - a. Be undertaken promptly and diligently, and be as thorough as necessary, given the circumstances;
  - b. Be fair and impartial, providing the complainant and respondent equal treatment in evaluating the allegations;
  - c. Be sensitive to the interests of all parties involved;
  - d. Be focused on finding facts and evidence, including interviews of the complainant, respondent and any witnesses;

*Where there is a conflict between the Collective Agreement and a District Policy the Collective Agreement shall apply.*

- 5.4.7 The investigation will include interviews with the complainant, respondent and any witnesses. The investigator will also review any evidence such as emails, handwritten notes or photographs.
- 5.4.8 Within ten(10) days of receiving a written complaint, the Chief Administrative Officer or Mayor, as applicable, will review the complaint and will determine whether he or she will investigate the complaint. The Chief Administrative Officer or Mayor can designate another senior manager or an external third party to investigate the complaint.
- 5.4.9 Employees, Council members and volunteers are expected to cooperate with investigators and provide any details of incidents they have experienced or witnessed.
- 5.4.10 The Chief Administrative Officer will prepare a report after completing the investigation. Where the investigation is delegated to a third party, the Investigator will prepare a written report and provide it to the Chief Administrative Officer or Mayor, as applicable. The report should contain a description of the allegations, a summary of the evidence of the parties and witnesses and a determination of whether bullying or harassment has occurred. The report may also include recommendations regarding the resolution of the complaint.
- 5.4.11 After reviewing the report, the CAO or Mayor as applicable will make a decision on the appropriate disciplinary action, if any, and take such action as the CAO or Mayor considers appropriate in the circumstances, including discipline up to and including dismissal.
- 5.4.12 The District will keep a written record of investigations, including the findings.
- 5.4.13 The Chief Administrative Officer is responsible for ensuring workplace investigation procedures are followed.
- 5.4.14 A Council member, District officer, employee or volunteer who knowingly makes a false, frivolous, bad faith or malicious report under this Policy may be subject to discipline.
- 5.4.15 A Council member, District officer, employee or volunteer who retaliates against an individual who has made a report under this policy may be subject to discipline.

## **6.0 Training and Education**

- 6.1 The Chief Administrative Officer or designate, as part of staff training, will take steps to provide education to Council members, District officers and employees,

*Where there is a conflict between the Collective Agreement and a District Policy the Collective Agreement shall apply.*

and volunteers on this and how to prevent bullying and harassment from occurring in the workplace.

- 6.2 The Chief Administrative Officer or designate will ensure that the necessary training has been provided to those who may be involved in the investigative process and that they are made aware of their role and responsibilities.
- 6.3 The Chief Administrative Officer or designate will take steps to provide training updates or review on an annual basis or as required.
- 6.4 Once a complaint has been investigated in accordance with the above complaint resolution procedures, and it has been confirmed that bullying or harassment occurred, the Chief Administrative Officer or designate will determine if any additional training or education is required for the involved parties or if meetings with the affected parties are necessary. The Chief Administrative Officer or designate will also review and revise workplace procedures to prevent any future bullying and harassment incidents in the workplace.

## **7.0 General**

- 7.1 This policy will be provided to all employees, Council members and volunteers and posted in visible and accessible locations within the Municipal Hall and on the District's website.
- 7.2 In the event that any portion of this policy is inconsistent with a binding District collective agreement or federal or provincial legislation, that portion and only that portion of this policy will have no application to the extent of that inconsistency and all other portions of the policy will continue in full force and effect.
- 7.3 This policy is to be read in conjunction with other applicable District policies or employee handbooks as they are amended from time to time.
- 7.4 Any questions related to the interpretation of this policy should be directed to the Chief Administrative Officer or designate.
- 7.5 This policy and the above procedures will be reviewed on an annual basis.

*Where there is a conflict between the Collective Agreement and a District Policy the Collective Agreement shall apply.*





Policy No. 7.10  
Adopted by Council: May 9, 2011

Amended by Council: \_\_\_\_\_

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## ***CODE OF ETHICS POLICY, 2011***

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The residents and businesses of the District of Sooke are entitled to have a fair, honest and open local government that has earned the public's full confidence for integrity. In keeping with the District of Sooke Vision and Council Values as described in the Strategic Plan, the District of Sooke seeks to maintain and enhance the quality of life for all District of Sooke residents through responsible, fair, community-minded and sustainable government. To help achieve this goal, the Council of the District of Sooke has adopted a Code of Ethics applicable to members of Council ("Members") and to all persons appointed by Council to boards, committees, commissions, panels or task forces, whether they are members of Council or not ("Appointees").

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### **1. Purpose:**

1.1 The purposes of the Code of Ethics are to ensure that:

- a) Public business is conducted with integrity, in a fair, honest and open manner;
- b) Members and Appointees respect one another, the public and staff and recognize the unique role and contribution each person has in making the District of Sooke a better place to work and live;
- c) The conduct of Members and Appointees in the performance of their duties and responsibilities with the District of Sooke is above reproach;
- d) Decision making processes are accessible, participatory, understandable, timely and just;
- e) Members and Appointees avoid any real or perceived conflict of interest; and
- f) Members and Appointees respect and uphold confidentiality requirements.

### **2. Application of the Code of Ethics**

2.1 The Code of Ethics is applicable to all members of Council ("Members") and to any person appointed by Council to boards, committees, commissions, panels or task forces, whether they are members of Council or not ("Appointees"). The bodies to which Council can appoint Appointees are referred to collectively as "Committees" throughout this Code of Ethics.

### **3. Policy**

#### **3.1 *Act in the Public Interest***

Recognizing that the District of Sooke seeks to maintain and enhance the quality of life for all District of Sooke residents through effective, responsive and responsible government, Members and Appointees shall conduct their business with integrity and in a fair, honest and open manner.

#### **3.2 *Comply with the Law***

Members and Appointees shall comply with all applicable federal, provincial, and local laws in the performance of their public duties. These laws include, but are not limited to: *Constitution Act, 1867, Criminal Code, Human Rights Code, Local Government Act, Community Charter*, all laws pertaining to financial disclosures and employer responsibilities, and relevant District of Sooke bylaws and policies.

#### **3.3 *Conduct of Members***

The conduct of Members and Appointees in the performance of their duties and responsibilities with the District of Sooke shall be fair, open and honest. Members and Appointees shall refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of each other, District of Sooke officers and employees, or the public.

#### **3.4 *Compliance with Processes***

3.4.1 Members and Appointees shall perform their duties in accordance with the policies, procedures and rules of order established by the District of Sooke Council which govern the deliberation of public policy issues, meaningful involvement of the public, and implementation of policy decisions of the Council by District of Sooke staff.

3.4.2 Appointees shall be aware of the mandate of their respective Committees and act in accordance with it.

#### **3.5 *Conduct of Public Meetings***

Members and Appointees shall prepare themselves for public meetings, listen courteously and attentively to all public discussions before the body, and focus on the business at hand. They shall not interrupt other speakers, make personal comments not germane to the business of the meeting, or otherwise disturb a meeting.

### 3.6 *Decisions Based on Merit*

Members and Appointees shall base their decisions on the merits and substance of the matter at hand.

### 3.7 *Gifts and Favours*

3.7.1 Members shall not accept any gift, money, property, position or favour of any kind whether to be received at the present or in the future, from a person having, or seeking to have dealings with the District of Sooke, except as follows:

- a) where such a gift or favour is authorized by law;
- b) where such contributions are lawful campaign contributions; or
- c) where such gifts or favours are received as an incident of the protocol, social obligation or common business hospitality that accompany the duties and responsibilities of the member.

3.7.2 Members and Appointees may participate in District of Sooke programs open to the public and may purchase District of Sooke property or goods offered for public sale.

### 3.8 *Communication*

Subject to sections 3.9 and 3.10, Members and Appointees shall publicly share substantive information that is relevant to a matter under consideration by the Council or a Committee that they may have received from sources outside of the public decision making process.

### 3.9 *Conflict of Interest*

3.9.1 Members shall be aware of and act in accordance with Division 6 of Part 4 of the *Community Charter*, and shall fulfill part (c) of their *Oath of Office*.

3.9.2 All Members and Appointees shall be aware of and declare, in writing where necessary, any real or perceived conflicts of interest.

3.9.3 A conflict of interest exists where:

- a) a Member or Appointee is a director, member or employee of an organization seeking a benefit from the District of Sooke upon which the decision making body will make a recommendation or decision;
- b) the Member or Appointee has a direct or indirect pecuniary interest in the outcome of deliberations.

- 3.9.4 A conflict of interest does not exist if:
- a) the pecuniary interest of the Member or Appointee is a pecuniary interest that is sufficiently in common with electors of the District of Sooke generally, or
  - b) the pecuniary interest is so remote or insignificant that it cannot reasonably be regarded as likely to influence the Member or Appointee in relation to the matter.

3.9.5 Where a conflict of interest exists, Members and Appointees are not entitled to participate in the discussion of the matter or to vote on a question in respect of the matter, must declare to the body that a conflict exists, and must absent themselves from the meeting during consideration of the issue to which the conflict relates. The declaration of a conflict and the Member's or Appointee's exit from and return to the meeting shall be noted in the minutes.

3.9.6 Where a perceived conflict of interest exists, the Member or Appointee may note that a perception of conflict of interest might exist but need not declare a conflict and exit the meeting if in the Member's or Appointee's view there is no actual conflict of interest.

3.9.7 Where in the opinion of Council or a Committee, a Member or Appointee is in a conflict of interest and has not so declared, the body may ask for a review of the matter by the Chief Administrative Officer or designate. The matter, if unresolved, may then be referred to Council for review and then, if still unresolved, to legal counsel.

### 3.10 *Confidential Information*

Members and Appointees shall respect the confidentiality of information concerning the property, personnel or legal affairs of the District of Sooke. They shall neither disclose confidential information without proper authorization, nor use such information to advance their personal, financial or other private interests.

### 3.11 *Use of Public Resources*

Members and Appointees shall not use public resources that are not available to the public in general, such as staff time, equipment, supplies or facilities, for private gain or personal purposes.

### 3.12 *Advocacy*

Members and Appointees shall represent the official policies or positions of the District of Sooke, Council or Committee to the best of their abilities when

designated as delegates for this purpose. When presenting their individual opinions and positions, Members and Appointees shall explicitly state they do not represent Council, their committee or the District of Sooke, nor will they condone the inference that they do.

### 3.13 *Policy Role of Members and Appointees*

Members and Appointees shall respect and adhere to the structure of government as established in the District of Sooke. In this structure, the Council determines the policies of the District of Sooke with the advice, information and analysis provided by the public, Committees, and District of Sooke staff. Members and Appointees, therefore, shall not interfere with the administrative functions of the District of Sooke or with the professional duties of District of Sooke staff, nor shall they impair the ability of staff to implement Council policy decisions.

### 3.14 *Respectful Workplace Environment*

Members and Appointees shall treat each other, the public, and District of Sooke staff with respect and shall be supportive of the personal dignity, self-esteem and well being of those with whom they come in contact with during the course of their professional duties. Members and Appointees shall be aware of and act in accordance with the *Respectful Workplace and Anti-Bullying and Harassment policies*.

## 4. **Implementation of the Code of Ethics**

4.1 The District of Sooke Code of Ethics is intended to be self-enforcing. Members and Appointees should view the Code of Ethics as a set of guidelines that expresses the standards of conduct expected of them. Implementation is most effective when Members and Appointees are thoroughly familiar with the Code and embrace its provisions. For this reason, the Code of Ethics will be provided to candidates for Council and applicants to Committees.

4.2 Members and Appointees will be requested to sign the Statement, attached as Appendix A, affirming they have read and understood the District of Sooke Code of Ethics. In addition, Council and Committees shall annually review the Code of Ethics, and Council shall consider recommendations from Committees and update the Code as necessary.

## 5. **Compliance and Enforcement**

5.1 The District of Sooke Code of Ethics expresses standards of ethical conduct expected for Members and Appointees of the District of Sooke Council and Committees. Members and Appointees themselves have the primary responsibility to assure that these ethical standards are understood and met, and

that the public can continue to have full confidence in the integrity of the governance of the District of Sooke.

- 5.2 Council may impose sanctions on Members and Appointees whose conduct does not comply with the District of Sooke's ethical standards. Council may impose a motion of censure on a Member and may rescind the appointment of an Appointee to a Committee if he or she is found to have breached the Code of Ethics.
- 5.3 To ensure procedural and administrative fairness, a Member or Appointee who is accused of violating any provision of the Code of Ethics, with the exception of subsection 3.14 (to which the complaint resolution procedures set out in the *Anti-Bullying and Harassment Policy*~~*Complaint Resolution Policy*~~ applies), shall have a minimum of one week or the time between two consecutive meetings, whichever is greater, to prepare his or her case before Council to respond as to these allegations. Before considering a sanction, Council must ensure that a member has:
- a) received a written copy of the case against him or her;
  - b) a minimum of one week or the time between two consecutive meetings, whichever is greater, to prepare a defence against any allegations; and
  - c) a fair opportunity to be heard.

## **6. Violation Not Cause to Challenge a Decision**

- 6.1 A violation of this Code of Ethics shall not be considered a basis for challenging the validity of a Council or a Committee decision.

## APPENDIX A:

### MEMBER STATEMENT

#### **Council of the District of Sooke and Council Appointees to Boards, Committees, Commissions and Task Forces**

As a Member of the District of Sooke Council or an Appointee of a District of Sooke Committee, I agree to uphold the Code of Ethics adopted by the District of Sooke and conduct myself by the following model of excellence. I will:

- recognize the diversity of backgrounds, interests and views in our community;
- help create an atmosphere of open and responsive government;
- conduct public affairs with integrity, in a fair, honest and open manner;
- respect one another and the unique role and contribution each of us has in making the District of Sooke a better place to work and live;
- strive to keep the decision making processes open, accessible, participatory, understandable, timely, just and fair;
- avoid and discourage conduct which is not in the best interests of the District of Sooke;
- avoid any real or perceived conflict of interest and declare at the earliest opportunity, in writing, any interest that is or may be in conflict with the business of the body of the District of Sooke in which I am participating;
- respect and uphold confidentiality requirements; and
- treat all people with whom I come in contact in the way I wish to be treated.

*I affirm that I have read and understood the District of Sooke Code of Ethics Policy.*

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name (please print):

Office / Committee:

\_\_\_\_\_

\_\_\_\_\_







Policy No. 7.11

Adopted by Council: May 9, 2011  
Amended by Council:

## ***RESPECTFUL WORKPLACE POLICY, 2011***

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The Corporation of the District of Sooke is committed to creating and maintaining a work environment where colleagues treat each other with respect and are supportive of the personal dignity, self-esteem and well-being of one another.

A respectful workplace honours the entitlement of others to have a respectful experience and honours the pride and dignity of others. In a respectful workplace, the principles of promoting cooperative and collaborative behaviours are honoured, including healthy group dynamics and proactive problem solving.

Responsibility for creating and maintaining a positive workplace environment rests with all persons sharing our workplace including elected officials, employees, contractors, volunteers and visitors.

Individuals must refrain from conduct that may offend, embarrass or humiliate others. The District of Sooke will not condone behaviour in the workplace or by the public that is offensive and is likely to undermine otherwise-healthy work relations, efficiency or productivity.

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### **1. Purpose:**

- 1.1 This Policy has been developed to formalize the responsibility and commitment of the District of Sooke to ensure that we hold ourselves to high standards and values in creating and maintaining a respectful workplace. It recognizes that only by working together and respecting each other, can the District of Sooke be successful in achieving its goal of excellence in public service.
- 1.2 This Policy has also been developed to reaffirm and help work toward several aspects of Council's Values, as identified in the District of Sooke's Strategic Plan, including: communication, respect, courtesy, sincerity, listening, open-mindedness, politeness, accountability, patience, integrity, honesty, trust, and team building.

*Where there is a conflict between the Collective Agreement and a District Policy the Collective Agreement shall apply.*

**2. Procedure:**

- 2.1 This Policy embraces the District of Sooke values and therefore sets the expectations on how we will conduct ourselves in dealings with our fellow employees and others with whom we do business.
- 2.2 Conduct that undermines this Policy includes aggressive or demeaning behaviour toward others, bullying, gossiping, shunning, disrespecting another person's beliefs or valid approach to an issue, ignoring other's polite requests to cease offensive behaviour, or other similarly inappropriate behaviours.
- 2.3 Management has an on-going responsibility to immediately stop any activity that undermines this Policy and the values of the District of Sooke. Should there be reason to raise a concern or file a complaint; the complainant should follow the complaint resolution procedures ~~instructions outlined~~ set out in the ~~District of Sooke Complaint Resolution Procedures Policy~~ established to cover issues related to this Policy or the District of Sooke Anti-Bullying and Anti-Harassment Policy. Everyone has a responsibility not to be frivolous or vindictive.



**REGULAR COUNCIL**  
Meeting Date: September 15, 2014

To: Gord Howie, Chief Administrative Officer  
From: Corporate Services Department  
Re: **Multi-Use Community Centre Facility**

**RECOMMENDATION:**

**THAT COUNCIL** authorize the following question for voting at the November 15, 2014 General Municipal Election to obtain community opinion as to multi-use community centre facilities for the District of Sooke:

“Would you support the District of Sooke working with the community to develop multi-use community centre facilities? YES or NO”

**1. Executive Summary:**

The District of Sooke has been unable to obtain the approval of the Inspector of Municipalities for Bylaw No. 634, *Community Centre Facilities Loan Authorization Bylaw, 2014*. Accordingly, the Mayor requests that Council consider a resolution to obtain the opinion of the public as to the multi-use community centre facilities through a non-binding question on the ballot. Council must establish the question for voting by resolution.

**2. Analysis:**

Council may authorize seeking community opinion either by resolution or by bylaw and as well, the question should be established in the resolution or bylaw. There are no special procedures required to establish a question for an opinion poll. The results of the voting process are not binding on Council.

The opinion poll process is predicated on the presentation of a yes/no question to the electors. The question should be framed in a clear and concise manner that provides the elector a full opportunity to understand the implications of a yes or no vote. If more than one opinion is being sought, a separate question and ballot must be prepared for each.

Although there is no statutory advertising requirement when including a question on the ballot seeking community opinion, it may be beneficial to raise awareness of the question by including information in District advertising for the election. Communications and engaging the community is a key strategic objective of Council.

**3. Legal Implications:**

As per section 83 of *Community Charter*, there is no requirement for advertising the non-binding opinion poll and the opinion poll can be conducted using any method Council wishes (i.e. brochure, survey, door to door, etc.).

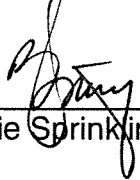
***Council may seek community opinion***




- 83** (1) *A council may seek community opinion on a question that the council believes affects the municipality, by voting or any other process the council considers appropriate.*
- (2) *The results of a process under this section are not binding on the council.*

Under the *Community Charter*, Council may choose the means by which it seeks community opinion on a matter, including use of voting. The requirements under *Part 4 Assent Voting* in the *Local Government Act* do not apply to questions that seek the community's opinion on a matter and where approval of the electors is not required.

Therefore, seeking the community's opinion by including a question on the ballot for the upcoming election will not involve any special statutory requirements.

Respectfully,

  
 \_\_\_\_\_  
 Bonnie Sprinkling

Approved for Council Agenda	
	
Engineering	Planning
	
Corp. Services	Finance
_____ CAO	

## Sooke Region Community Health Initiative (CHI)



## **Getting It Built: Community Centre Project**

September 2014

Prepared for the District of Sooke

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### Website Links

**Appendix A: Community Survey Responses**

**Appendix B: Square Footage Report**

**Appendix B: Map - Potential Locations Within the District of Sooke**

#### **LIMITATIONS**

*This report was prepared by the Sooke Region Community Health Initiative (herein referred to as "Sooke CHI") for the District of Sooke. The material in this report reflects Sooke CHI's best interpretation of the information available at the time of preparation. Any use which a third party makes of this report, or any reliance on, or decisions made based on the report, are the responsibility of such third parties. Sooke CHI accepts no responsibility for damages, if any, suffered by a third party as a result of decisions made or actions based on this report.*

## Section 1: Introduction

The need for a community facility for the Sooke region has been identified by local citizens and community groups. The purpose of this report is to inform the District of Sooke municipal leaders and local citizens of the opinions on a community facility as held by residents. The information was brought forward through a series of recent community engagement strategies, as an exercise to envision and define a community space to meet community needs. The District of Sooke contracted with Sooke CHI<sup>1</sup> to implement outreach projects and initiate conversations with local residents.

Between May and July 2014, CHI embarked on a community engagement strategy that included public forums, meeting with stakeholders, interactive discussions with the public in-person and online, and a review of existing community reports. Seniors, youth, arts groups, service clubs, community organizations, municipal leaders and the general public were engaged during three public forums held at various times and days to accommodate the different schedules of Sooke residents. Paper and electronic surveys were conducted, and Sooke CHI met individually with local interest groups. As well, relevant reports that had been completed by local groups (specifically seniors, arts and youth) were collected and reviewed. Over 200 citizens of the Sooke Region provided input during this timeframe.

The strongest voice came from the Sooke Senior Drop-In Centre Society. Members from this group attended three community forums and completed online surveys. They also provided a copy of their visioning document, which served as a basis for Sooke CHI research. The Sooke Youth Engagement Project, Sooke Community Arts Council, and Sooke Horseshoe Club also provided reports outlining the wants and needs of their respective groups. These reports are available on the Sooke Region Resources website <sup>1</sup>. The groups had similarities and differences, but they came to the same conclusion: We need to improve on what we have to get what we need.

Involving the community in the project process from the visioning stage to planning and beyond is considered of primary importance to ensure community ownership of the project. The engagement process identified functional needs, a number of potential community partners, creative ideas for the building process, several potential locations, funding options, and more. It helped Sooke resident and potential users to dream and to prioritize.

Extensive work is required to expand on this information, including a full review of existing facilities, further exploration of sharing opportunities, detailed functional planning, location identification, prioritization, as well as funding options and opportunities. This work will better inform the community of potential options.

<sup>1</sup> For all notes, please see 'Website Links' for more information



## 1.1 Methodology

Three community forums were held to gather information from Sooke region residents:

1. Tuesday, May 20<sup>th</sup> from 4-7pm at the Sooke Community Hall
2. Saturday, June 14<sup>th</sup> from 11am-2pm at Edward Milne Community School
3. Wednesday, July 9<sup>th</sup> from 4-7pm at the Sooke Region Volunteer Centre

A fourth forum was held in the Leadership class at Edward Milne Community School on Wednesday, May 21<sup>st</sup> from 7:30-8:30am, specifically to gather youth perspectives.

Forum participants were asked to consider and discuss six topics:

What's Missing?, Possible Locations, Potential Partners, Programs & Activities, Funding Opportunities, and Possible Social Enterprise Opportunities.

Below are the top 3 responses per category, as identified by the forum participants:

Topics	1st Choice	2nd Choice	3rd Choice
<b>What's Missing?</b>	Seniors activities	Youth activities	Counntunity arts facility
<b>Possible Locations</b>	John Phillips Park	Mulligan's	Mariner's Village
<b>Potential Partners</b>	Sooke Community Arts Council	CRD	Youth and Seniors
<b>Programs &amp; Activities</b>	Arts workshops & studios	Seniors programs	Dance/yoga/aerobic space
<b>Funding Options</b>	Tax base	Federal Infrastructure Grant	Service Clubs
<b>Social Enterprise Opportunities</b>	Jobs for special needs groups	Commission on sale of art	Training youth and volunteers



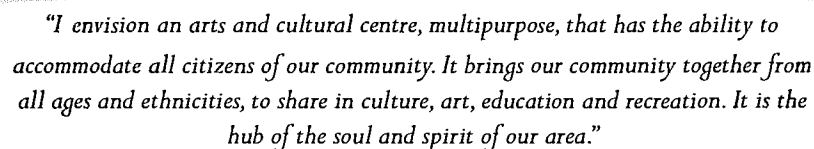


## Section 2: Community Stakeholders

The Sooke Community Arts Council, youth, and the Sooke Seniors Drop-In Centre Society have been vocal participants in this project and in the community. As large local groups who have gone without facilities to meet their needs, they are interested in being strong stakeholders and champions for a community centre in Sooke.

### 2.1 Sooke Community Arts Council

The Sooke Community Arts Council would like to be a major part of a community facility, with approximately 10,000 square feet of requested space. This would include up to twelve 800-1,000 square foot studios for various arts mediums (music, glass, wood, etc.), a kitchen, coffee shop, art gallery, a performance hall, and storage. This communal space would enrich the lives of all ages and create opportunities for social enterprise. The Arts Council believes they will have a stronger membership with a facility to call “home”, where programs, children’s camps, fundraisers and events can be held.



*“I envision an arts and cultural centre, multipurpose, that has the ability to accommodate all citizens of our community. It brings our community together from all ages and ethnicities, to share in culture, art, education and recreation. It is the hub of the soul and spirit of our area.”*

### 2.2 Youth

Youth had a different perspective on a community centre than most other groups. They did not want specific space to themselves. Rather, they hope for a building that would serve the needs of many, and what they want most is a place to be that would be easily accessible in terms of transportation, time, and cost. Many youth do not have vehicles, and those who have bicycles are afraid to bike on most local roads due to heavy and dangerous traffic, lack of biking lanes, and wildlife. Walking is their most accessible form of transportation, as it has no cost, but it does limit their distance. In the case of those who walk or take the bus, a community centre closer to the town core or along a bus route is preferred. Youth have places to be until between 4pm – 6pm each day. Drop-in programs for youth would be most used between 6pm-10pm during weekdays, with later operational hours on weekends.

### 2.3 Sooke Senior Drop-In Centre Society

This group has been working hard to find a suitable space in Sooke for many years, but still have many of their needs unmet. Changes in a drop-in location have caused the membership to drop by 100 members over the last few years. The main requirements for a successful membership are 2,000-4,000 square feet of permanent space for offices, a kitchen, washrooms, and activities, and street-level access in a central location close to public transportation. When this space is not being used, the seniors hope to share it with youth and other community groups. They have generated a comprehensive 'Pros and Cons' list of over 20 facilities, including a potential build at Mariner's Village, which can be found in their visioning document, "**Sooke Senior Drop-In Centre Society: Visioning for the Future**". Reviewing this list will help determine what can be accomplished for the Society and other Sooke seniors.

### 2.4 Other Potential Stakeholders

SEAPARC and Sooke CASA (recently merged with, and doing business as, Sooke Region CHI) have been noted by community groups as potential stakeholders. Representatives were present at community forums and both are interested in the development of a community facility in Sooke. Approaching these potential stakeholders to discuss expansion and facility management will be an important next step in the process.

The Sooke Lions Club is interested in partnering in this project, as they have land that could be swapped or leveraged. They also have funding in place that could be leveraged. The Lions would rather this be a community-driven project, without direct municipal involvement.

The Sooke Horseshoe Club has asked for space to construct 8 courts to start, expanding to 24 courts over 5-10 years (in order to hold tournaments), subject to membership. A clubhouse of 500-800 square feet with washrooms and a kitchen, and a storage shed for tools and equipment would also be required.

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*"I envision a place where everybody feels welcome, all ages, all abilities. Youth, seniors, children's groups/meetings/ programs or just a place to drop in. People working together for the benefit of the whole community. I see a gym, a large kitchen, small and large multi purpose rooms, indoor/outdoor play space for kids, free computer access and classes, pool tables, a games room? Public health nurse available, education available regarding health, nutrition, mental health. Information available about local events, local volunteer organizations, local farms, programs offered there and elsewhere in Sooke. Activities available for all ages and abilities. I see seniors helping children, children helping seniors. Opportunities for inclusion, not each group always in "their" space."*

## Section 3: Facility Design

### 3.1 Square Footage & Usage

Local groups identified square footage requirements specific to their needs, ranging from 4,000 to 12,000 square feet. In addition, 35% of survey respondents were unsure as to what size a community building should be; 17% indicated a size of 6,000-8,000 square feet; 15% indicated a size of 3,000-5,000 square feet.

In an effort to find overlap and reduce the overall size of a potential building, seniors, youth, Sooke Community Arts Council, Sooke Harbour Players, Sooke Horseshoe Club, and a mothers' group provided specific square footage needs. The information demonstrates several factors to consider:

#### Some groups need dedicated space.

While each group is willing to share, there are some spaces that groups need for their exclusive use, and want to manage themselves. For example, the Senior Drop-In Centre Society would like to have a private office and storage space.

#### Some groups want to share specific facilities with other groups.

For example, the youth are prepared to share all spaces with other groups, including meeting space, coffee shop, and arts rooms. Additionally, most groups are interested in intergenerational opportunities, and look forward to sharing spaces with other groups.

#### The total requested square footage differs for each group.

The seniors are requesting approximately 4,000 square feet, while Sooke Community Arts Council is requesting 12,000 square feet. However, both groups hope to overlap with others. The question then, is not how much square footage is required for each group, but how much is needed to meet the needs of the community as a whole. These stakeholders are helping frame the picture of our community's priorities.

#### The total potentially used square footage differs for each group.

Sooke parents are requesting approximately 5,500 sq. ft. for a gymnasium, but will potentially use other spaces for programs and events (kitchen, hall, coffee shop, arts rooms, etc.), for a total of 25,600 square feet of potential use within this group.

#### Some spaces may have more than one use.

Almost all of the requested space can be used for other purposes that will benefit the sustainability of the centre. Residents provided several ideas for potential revenue generation, which could be considered when prioritizing facility functions.

# Square Footage & Usage

Maximum Wants & Needs of Potential User Groups

Room	Shared totals	Sq. Feet Defined by Community Members	# = Space Needed for Specific Group   S = Request to Share Space with Other Groups   Red = Potential Add. Use														
			Seniors	Youth	SCAC	SHP	SHC	Families	Programs	Rental	Drop-in						
Meeting Hall & Stage	2000 - 3000		3000/S	S	2000/S	2000/S											
Communal Kitchen	500 - 600	600	500/S	S													
Foyer/Gallery/Coffee Shop	850	850		S													
Common Washrooms	550	550															
Indoor Sport Gym	5500			5500/S													
Arts Rooms - 6 specific use rooms	5800				S	5800	1000										
Multi-Purpose/Meeting	2400				S	2400/S											
Private Storage	2400		100			1300	1000										
Open Storage	400	400															
Private Office	1150		150			500	500										
Lounge	400 - 500		400/S	S	S	S	500/S										
Clubhouse	800							800/S									
Daycare	5000													5000			
TOTAL SPACE REQUESTED	27500 - 28700	2,400	4,150	5,500	12,000	5,000	5,000	800	5,000	800	5,000						
TOTAL POTENTIAL USE			19,500	19,650	13,900	9,700	9,700	2,200	17,500	2,200	17,500						
SCAC = Sooke Community Arts Council			SHP = Sooke Harbour Players			SHC = Sooke Horseshoe Club											

### 3.2 New Construction, Renovation, or Both

The online survey of 124 Sooke Region respondents identified several locations as their top choices for the development of a community centre. Respondents were asked to vote for their top 3 preferred locations by selecting a first, second, and third choice from a list of 20 possible locations, which were determined during the first two community forums.

During the second community forum, participants were asked to rank their top location choices of those mentioned by participants in the first community forum. John Phillip's Park was ranked as top choice with 11 votes, Mulligan's ranked second with 7 votes, Mariner's Village with 5 votes, and SEAPARC with 4 votes. Three votes went towards "As close to the geographic centre of Sooke as possible; accessible to transit" and other votes were for Helgesen Farm, the Sooke Lions' property, Woodside Farm, the location of the New Library, private property behind Village Foods, property behind the old Fire Hall site (new RBC location), The Castle Pub, Throup Road (Mason's property), Murray Road Park, the Waddams farm on Church Rd, and the Sooke CASA building on Townsend Rd.

The following chart lists the locations with the most votes for each choice category as identified in the online survey.

Rank	Votes	Location	New Build or Renovation Required On-Site
1st Choice	28	SEAPARC	Renovation; Possible New Build
1st Choice	21	Mulligan's	Renovation
1st Choice	14	John Phillip's Park	New Build
2nd Choice	20	Mulligan's	Renovation
2nd Choice	19	John Phillip's Park	New Build
2nd Choice	10	Sooke Lion's - Murray Rd	New Build
		SEAPARC	Renovation; Possible New Build
		DoS Property by Fire Hall	New Build
3rd Choice	19	Mulligan's	Renovation
3rd Choice	14	John Phillip's Park	New Build
		DoS Property by Fire Hall	New Build

Twenty respondents added comments on their desire for a renovation, new build, or both.

- 15 specified that a renovation should occur, with most selecting SEAPARC (7 mentions) or the Community Hall (7 mentions) as their preferred renovation sites. Other suggestions included Sooke Elementary, the Sooke CASA building, the EMCS Society, and the Legion.



- 3 mentioned that they would prefer a new build, but due to fiscal constraints would be happy with a renovation.
- Only 2 respondents were set on a new build. One specified the new Library as the perfect new build site; another selected John Phillips Park as a potential location.

Overall, this reflects the views of those who participated in the online survey as well as in community forums and in local service group discussions. Since these discussions were at a preliminary stage in the planning process, much of the data collected reflects the greatest aspirations of Sooke Region citizens. Many of the wants and needs may be out of reach with cost when considering a new build and many may be out of reach when considering space or mandates that go along with a renovation. With the greater needs of the community being identified, more investigation must be done to determine what the real possibilities may be.

Priorities of those who took part in the online survey are as follows:

- 22% wanted a Seniors Centre/Drop-In
- 22% wanted an indoor gymnasium for racquetball, squash, basketball, gymnastics, badminton, and floor hockey.
- 19% wanted a Youth Centre/Drop-In
- 18% wanted several small multi-purpose/meeting spaces
- 18% wanted a large multi-purpose/dividing space/hall
- 17% wanted a large kitchen to cook and sell community meals
- 17% wanted various arts rooms and an art gallery
- 14% wanted lots of outdoor space with flower gardens, food gardens, picnic tables, benches, fountains, etc.
- 14% wanted outdoor play space for children with a water park and playground
- 11% wanted indoor open space; a place to “be” and gather
- 10% wanted an indoor playground for children

Other suggestions (with 5 or more responses) included:

- Stage/Theatre for rehearsals and small shows
- Connection to the new Library or having reading spaces, book exchanges, quiet areas for reading and studying, etc.
- Out-of-School care, childcare, daycare, or pre-school space
- Coffee shop of café
- Outdoor gym or court(s)

This information will be important when considering a new build, a renovation, or both, and may demonstrate a need for more than one project. In either case, it is important to know the priorities of Sooke residents and understand how they define a community space. For example, more than one respondent noted that they “love the Community Hall” and would like to see it renovated to accommodate many of the above needs. However, with Sooke’s growing population and need for increased services, we would need an additional new build to accommodate more user groups. This may be a viable option when considering budget, history, space, and meeting a majority of the needs.

Creative options were noted, as well. One respondent acknowledged that there are many small facilities being operated by different groups in Sooke, and asked how we could combine these assets into one management booking system. This person noted CASA’s ability to combine various organizations and user groups into one building and gave an example of combining the Sooke Community Association’s properties (hall, fields) and the EMCS Society facilities (SD #62 Schools) into one central booking system for both efficiency and the promotion of the current available facilities in Sooke. It was suggested that if funds need to be spent, adding on to SEAPARC, where reception, maintenance, programmers, and managers are already in place, could be an efficient option. It is also possible that we combine the functions of SD62, Sooke Community Association and SEAPARC facilities, with SEAPARC staff running drop-in programs at outlying locations. However, it is important to note that this model would take away from the “feel” of a community centre, which was important to almost all respondents. As well, opportunities for intergenerational connections, and places to be and to meet others could be lost.

Another consideration is to build or renovate near other spaces that can accommodate the needs as defined above. For example, a renovation of the Community Hall may not need a café, as similar businesses are nearby. However, this may cut into potential sources of social enterprise, as many have suggested building a café that can be operated by youth to create employment opportunities.

*“I envision being proud and happy that Sooke is keeping pace with many communities across the country by offering hangout spots for youth and the 55+ crowds in a centrally located complex adjoining our new library. Failing that and working with a limited budget, a repurposing of the existing space in town... a downtown spot for the seniors (the Legion, perhaps) and an addition to SEAPARC for young people.”*

### **3.3 Funding Opportunities**

A majority of community forum participants selected the local tax base as their first choice for funding options. Thus, community members who believe there is a need for a community building may be in support of using public funds.

Other suggestions for funding and leverage included the New Building Canada Fund, funds from local service clubs, private donors, BC Arts Council, Canada Arts Council, Vancouver Island Regional Library, Capital Regional District, provincial or municipal grants, Farm Credit Canada grant, BC Gaming, Canadian Heritage, and corporate sponsorship. Some creative funding and fundraising suggestions included a "Buy-a-Brick " campaign, selling tickets to those who guess square footage, and partnering with an art school, college, or university looking to set up a new campus. Another option, supported by four local artists, was to have property owners donate their 3-year Tax Overpayment Refund to the purchase of property or building of a community centre.

For long-term sustainability, some forum participants suggested joining a grant database, and building a strong source of rental income. But social enterprise was a top priority. Residents were creative and responsive to this option for sustainable funding, and offered ideas ranging from facility and storage rental to opening a café. Some forum participants were eager to use the community building as an opportunity to create jobs for special needs groups, people with disabilities, and at-risk youth in order to develop additional funding streams and support the local economy. It was noted that this could be accomplished by partnering with local groups to train marginalized individuals to operate a café. Aside from fundraising events, workshops, and facility rentals (long-term and short-term), another source of on-going funding could be commission on the sale of art, if an art gallery were to be included.

### **3.4 Management & Operation**

Some residents were concerned about the management and operation of the community centre. One suggestion was to have SEAPARC partner and have staff run programs. A second option was to develop a collective booking system between SEAPARC, the Edward Milne Community School Society (School District #62 Sooke), and CASA to alleviate current frustrations in renting space in Sooke. One citizen also suggested a co-operative management structure with dedicated, shared, and common space, similar to the Sooke CASA model, to meet the needs of all invested service groups.



It is important to note that programs should not be the only options available. Some residents are seeking specific programs while others are requesting drop-in space. A simple place to be, to enhance and develop a sense of community, one of the key social determinants of health, was deemed a necessity by those wanting drop-in facilities. This would give drop-in attendees the opportunity to create their own groups, and develop ideas, projects, and programs within their own dedicated space at their own desire.

### 3.5 Best Practices

Sooke residents wish that these facilities be reviewed as best practices examples:

- Cordova Bay Community Centre – 55 Plus: <http://cordovabay55plus.org>
- Esquimalt Recreation Centre: [www.esquimalt.ca/parksRecreation/facilities/esquimaltRecreationCentre/](http://www.esquimalt.ca/parksRecreation/facilities/esquimaltRecreationCentre/)
- Juan de Fuca Seniors Centre: [www.westshorerecreation.ca/facilities/juan-de-fuca-recreation-centre/seniors-centre/](http://www.westshorerecreation.ca/facilities/juan-de-fuca-recreation-centre/seniors-centre/)
- Beach Community Services SHOAL Centre: [www.beaconcs.ca/pages/shoal.html](http://www.beaconcs.ca/pages/shoal.html)
- The Purple Thistle Arts Collective: [www.purplethistle.ca](http://www.purplethistle.ca)
- The Boulders Climbing Gym: <http://climbtheboulders.com>
- The Torpedo Factory: <http://torpedofactory.org>
- Sawdust Art Festival – Example of modular spaces: [www.sawdustartfestival.org](http://www.sawdustartfestival.org)
- Shadbolt Centre for the Arts: [www.shadboltcentre.com](http://www.shadboltcentre.com)
- Surrey Arts Centre: [www.surrey.ca/culture-recreation/1619.aspx](http://www.surrey.ca/culture-recreation/1619.aspx)
- Cedar Hill Recreation Centre: [www.saanich.ca/parkrec/recreation/arts/index.html](http://www.saanich.ca/parkrec/recreation/arts/index.html)
- Centre for Social Innovation: <http://socialinnovation.ca>
- Kelowna Rotary Centre for the Arts: [www.rotarycentreforthearts.com](http://www.rotarycentreforthearts.com)
- Richmond Art and Cultural Centre: [www.richmond.ca/culture/centre/about.htm](http://www.richmond.ca/culture/centre/about.htm)

## Section 5: Next Steps

Through this community engagement process, these next steps were identified:

Maintain the current momentum and connections. Through the engagement process, the community has begun to prioritize needs. For local residents to make sound decisions on a community centre development project, and to continue successful engagement, regular contact must be maintained with past participants.

Widen the circle of this conversation. Additional attempts should be made to discuss these results with those who have not yet joined the conversation. It is hoped that this report will motivate more Sooke residents to participate. As well, through an inclusive approach, potential partners will be identified and their respective roles defined. A most successful community project will have many voices, many players, and many roles.

Collect and analyze best practices examples. The community has provided a list of excellent facility, management, and program best practices which may assist in developing the necessary creative touch to a community facility in Sooke. The Centre for Social Innovation in Toronto has developed a model with many of the desired outcomes identified by the community so far. Their document, 'How to Create World-Changing Shared Spaces'<sup>5</sup> checks all the boxes for facility design and could be used as a guide for a Sooke community facility.

Review and assess the suitability of current facilities. The community has some facilities purpose-built and functioning well. Other facilities have outgrown their intended uses or are in dire need of safety and functional upgrades. Some citizens are concerned about potential locations, the impact of a new development on municipal and household budgets, and the impact on current facilities. Concerns need to be recognized and articulated, and information shared, to move forward with a common understanding of the project.

Common interests have been identified, and community members are willing to begin this initiative. Community leaders must bring together individuals, organizations, and businesses to develop a shared vision based on community needs. Wherever possible, involve locals; empowered communities are self-reliant and self-sustainable. From attending forums to painting walls and building benches, community involvement throughout the entire process will be key to the long-term success of this project.

The work has begun; Sooke must now continue on the path to Getting It Built!

## Website Links

<sup>1</sup> Sooke Region Community Health Initiative (CHI)

[www.sookeregionresources.com/sooke-region-community-health-initiative-chi](http://www.sookeregionresources.com/sooke-region-community-health-initiative-chi)

<sup>2</sup> Sooke Region Resources

[www.sookeregionresources.com/links](http://www.sookeregionresources.com/links)

<sup>3</sup> Sooke Community Arts Council

<http://sookecommunityarts.com>

<sup>4</sup> Sooke Youth Council

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

<sup>5</sup> Sooke Seniors Drop-In Society

[www.sookeregionresources.com/sooke-senior-drop-centre-society](http://www.sookeregionresources.com/sooke-senior-drop-centre-society)

<sup>6</sup> Centre for Social Innovation: How to Create World-Changing Shared Spaces

[http://socialinnovation.ca/sites/socialinnovation.ca/files/Rigour How to create World-Changing Shared Spaces .pdf](http://socialinnovation.ca/sites/socialinnovation.ca/files/Rigour%20How%20to%20create%20World-Changing%20Shared%20Spaces.pdf)

## Getting It Built: Community Centre Project

### Q1 We'd like to hear your biggest dreams for a community centre in Sooke. When you envision a community centre, what do you see? How does it make you feel? What is happening there?

Answered: 104 Skipped: 19

#	Responses	Date
1	seniors and youth working/being together :)	7/18/2014 8:44 AM
2	don't make it too big to start but with plans to expand.	7/17/2014 7:41 AM
3	A place where everybody feels welcome, all ages, all abilities. Youth, senior's, children's groups/meetings/programs or just a place to drop in. People working together for the benefit of the whole community. I see a gym, a large kitchen, small and large multi purpose rooms, indoor/outdoor play space for kids, free computer access and classes, pool tables, a games room? Public health nurse available, education available regarding health, nutrition, mental health. Information available about local events, local volunteer organizations, local farms, programs offered there and elsewhere in Sooke. Activities available for all ages and abilities. I see senior's helping children, children helping seniors. Opportunities for inclusion, not each group always in "Their" space.	7/17/2014 1:15 AM
4	A large facility with both indoor and outdoor (lit in the winter) safe area for people of all ages to gather and PLAY. Partner with other successful organizations/businesses - coffee shop will be necessary and something to draw teens too. It has a great sense of community and safety. It would also serve as emergency shelter in case of disaster. A year round market!	7/16/2014 10:23 PM
5	modern west coast theme youth & recreation centre	7/16/2014 7:01 PM
6	Something for Kids, like for birthday parties, and gyms to play in.	7/16/2014 6:10 PM
7	I see a combination of Seaparc and sooke child and youth centre and possibly employment services. It makes me like efficient use of money and brings varied members of community together. Community health - social services, fun, community becoming strong working together.	7/16/2014 5:59 PM
8	Family fun, and something for kids of all ages to do as well as our seniors	7/16/2014 5:18 PM
9	It should feel like the heart of the community. Where there is something for everyone and people feel connected to each other and their town. Where people go to get support, learn something new, have fun or give back. Youth (teen) and seniors drop in areas; raquetball/squash court or indoor tennis court; art room (pottery studio?); fitness centre; community dinners; summer market; seasonal community family events (easter egg hunt, safe halloween party, etc)	7/16/2014 1:11 PM
10	Somewhere for teens to work, make a bit of money, stay safe...interact with younger children and seniors and become role models.	7/16/2014 12:20 PM
11	A big open kitchen with a long table for community feasts. Gardens with food and flowers. Nature inside and out. An activity room for movement. A quiet room for peace. A place for everyone.	7/16/2014 11:46 AM
12	I see SEAPARC but with added gym facilities and another multi-purpose room for use by community groups. It is already a multi-generational space which is how I envision a community centre.	7/16/2014 11:18 AM
13	I see a multi purpose common area that is full of activity, a community gallery, art workshop spaces, a library and cafe. Check out the <a href="http://www.npcc.bc.ca/about-us-mainmenu-30/tech-specs-mainmenu-35">http://www.npcc.bc.ca/about-us-mainmenu-30/tech-specs-mainmenu-35</a> for a fine example although our centre should also bring the outdoors in and maximize the outer areas (park, gardens, etc.)	7/16/2014 11:11 AM
14	I see basketball courts, a water park, families spending time together, and making us feel a bond with others.	7/16/2014 10:38 AM
15	A multi-use building dedicated to all residents of Sooke. A place for the arts, open space, kitchen and dining space, meetings and workshop/studio rooms and a gallery space.	7/16/2014 7:27 AM

## Getting It Built: Community Centre Project

16	Multi-purpose indoor/outdoor space with flex rooms (with mirrors) for yoga, aerobics, zumba, dance, etc...; outdoor basketball courts (with lights for playing at night); coffee shop; study area; rentable kitchen space for food prep/cooking classes; community book exchange. When I'm there, I'm probably a bit tired from so much physical activity, or maybe relaxed because I'm enjoying a coffee and a really great book. Hopefully a few different generations are represented (although I think it's so important that young people in particular have a place at the centre that feels like their own!). There is lots of art everywhere (local artists, street art, murals...), lots of plants and trees (with benches outside), and no shortage of water fountains! Maybe most importantly, the community centre is easily accessible by public transit.	7/11/2014 10:27 AM
17	Volunteer centre, free meeting spaces from boardrooms to a larger space perhaps divided by sliding walls, offices for non-profits with central reception and access to office services like a photocopier	7/10/2014 5:12 PM
18	A walking friendly town with waterfront setting access and shops and park	7/10/2014 9:49 AM
19	Community. Children growing, learning and smiling.	7/9/2014 10:09 PM
20	An outdoor horse shoe, walking track, dog park, the outside gyms that even parkville playground has - can be used by seniors, family's, teenagers etc. just an outdoor facility for everyone.	7/9/2014 4:00 PM
21	A place that invites the youth of sooke to want to participate.... 21st century things to offer. I want to see lots of youth having opportunities to have fun in their community in a safe way (release from boredom and an escape from small town "other" ways of escaping). Lots of clubs, hang out spot, safe facilities for gymnastics etc...	7/9/2014 2:49 PM
22	I see a space that is flexible in its configuration with core amenities like a kitchen, storage, and outdoor covered area. The space should be available for use by all ages and abilities and welcoming to everyone. Non-profit groups hold meetings, skilled community members share their expertise, youth and the elderly interact, support groups assemble, art/creativity based activities have space and opportunities to offer classes, rehearse or evolve projects that benefit the community.	7/9/2014 2:49 PM
23	Multiple rooms, kitchen facilities, large open common area, accessible washrooms (both for the disabled and appropriate for babies/toddlers/small kids), bike and scooter and stroller parking, maybe even a small coffee shop. Rooms could be rented one-time or on an ongoing basis by community groups. Huge bulletin boards for wanted ads, event posters, etc. A babies/kids' room with toys that's always open (use at own risk) for moms and kids to play and chat (people could donate toys). It should be open all day for people to meet and chat - long hours would be important, no closing at 5 PM or not opening until 9 AM. A place for true community connections to be made. Openness.	7/9/2014 2:32 PM
24	Somewhere I could bring my kids for activities and participate myself without having to drive to a different location	7/9/2014 2:15 PM
25	A place for youth. A long term/permanent lease for out of school care is badly needed.	7/9/2014 12:40 PM
26	A lit walking track, tennis court and lawn bowling area, along with a fenced lit dog park. The walking track could be used by all ages and toddlers on training bikes as well. This would make it an all ages attraction which also includes seniors which would be good for Sooke. Having a dog park is important because it brings together people from all walks of life. One might also consider a natural playground area made from recycled items and items found in nature including a water element and some benches, a rustic play fort. This would encourage kids to use their imagination. Montessori schools can give you great ideas for this. I personally think a lit outdoor space has more practical use than an indoor facility, it is something Sooke does not already have. if we have to choose where to put the funds there are no after dark activities in Sooke. There is nothing more magical than getting a group of people together by lamplight and playing a game of frisbee, going for a walk together, sitting and chatting over a coffee after work. Playing a game with our kids and dogs,	7/9/2014 10:20 AM
27	A space for seniors and teens to meet, and someone to plan a facilitate activities for them. A water park for children ages 0-12. A group fitness room able to accommodate groups over 30 people. A gym, with it's fees integrated into membership fees at seaparc.	7/9/2014 9:27 AM

## Getting It Built: Community Centre Project

28	I envision a Giant Energy Plex. A place for children aged 6months - teen to play indoors. Rock wall, climbing structure complete with gated baby area, laser tag arena, gymnastics area, upstairs rooms to hold parties and functions( at a fee of course) . I have been to a similar place in my hometown of Kelowna and it is amazing. In my opinion a place for children to play, especially during the wet months and all throughout the year, is something this community desperately needs. There are tons of families with children and nothing geared towards our growing community of families. Making it a multipurpose space with rooms to rent for functions and birthday parties is a way to maximize the space. There is a place called tumblebums in Langrod. It is tiny and families from out here pay 8\$ a kid to go there in the rain. INSANITY. Why not just have something local and keep our money in our community.	7/9/2014 8:12 AM
29	The centre "happening" where everyone is welcome to engage in healthy living. The merging of the CASA, SEAPARC and the addition of multipurpose spaces which can be utilized for both seniors and youth — but, not isolated space. Spaces need to be suitable for particular demographics but flexible enough to be used and rented to help ensure some fiscal responsibility and sustainability of the centre. Additionally, inter-generational opportunities versus isolated initiatives also support a holistic healthy community.	7/9/2014 7:23 AM
30	When I envision a community centre, I see one thing of more importance than all others combine. I see a court.	7/8/2014 10:54 PM
31	interactive, multi-use. Free wifi, coffee bar. indoor kids play area. open. IT NEEDS PARKING TOO.	7/8/2014 9:26 PM
32	I would love to see a community centre like what langford has built. with an indoor playground, spraypark waterpark, ice rink, mini golf swimming pool, outdoor park. I have young children and find it very hard with no car to do anything here. gymnastics work out facility.	7/8/2014 8:42 PM
33	community meals. skill sharing. movie nights. intergenerational hangouts. welcoming, in it for the long game.	7/8/2014 8:13 PM
34	the main focus for a community center should be the aggregation of every demographic group. I would set it up like a mall, where there are large open public spaces and smaller spaces within dedicated to each demographic. I think it should really heavily on an outdoor courtyard with covered areas for bbqs, fundraisers etc. that takes advantage of our almost 365 snowfree environment.	7/8/2014 7:56 PM
35	A community centre should be for everyone in the community from babies to seniors and especially for youth. The space should have PlayZone like area, for kids under 12; an area for movie nights for kids and families alike. Fenced in off leash dog park; community garden; outdoor park/picnic area. & lots of parking. A community centre that is open for all during the day at anytime. Drop in for kids is so important, especially where there isn't a place for them to hang out. Maybe games room too.	7/8/2014 7:54 PM
36	Community centre for all ages, young & senior with varied programs, varied events and hours of operation. A real sense of belonging with minimal costs of attending. One stop center for all that doesn't conflict with existing programs ie SEAPARC & CASA. including senior center, library, youth center, community services ie community kitchen, food bank, etc.	7/8/2014 7:00 PM
37	I would like to see a safe, fun and all ages welcome environment. A variety of programs and activities offered for individuals as well as families would be very nice. As my little ones grow up I would love for them to have this centre to engage with their peers! I have spoke with many other parents and we all agree that an indoor play area for younger children and an outdoor play area with the soft matting to prevent injuries are urgent! As well as a splash park/ water feature as many of us travel into town weekly to visit those places.	7/8/2014 6:39 PM
38	Sports not offered at rec centre. Badminton, tennis, squash..etc.	7/8/2014 6:08 PM
39	Awesome. Open gym some nights indoor organized sports teams other nights	7/8/2014 6:07 PM
40	I see a family-g geared multi-use facility with a playground, a spray park, an event facility (eg: concerts), a cafe, a preschool, an indoor play area. A place that offers playgroups to take your kids. It makes me feel connected, and it is a happening place! :) heck - build in the new library too...that would be perfect!	7/8/2014 5:46 PM
41	A place for both youth and seniors with programming for preschool aged children, especially an indoor play area for the rainy season. An outdoor lit walking track would also be a huge plus. Great for safety for night walking and little ones to ride bikes. In gym space also drop in sports for adults and kids, floor hockey, basketball etc.	7/8/2014 5:41 PM

## Getting It Built: Community Centre Project

42	A place that is big enough to house activities for ages 0-100 that has room to grow! A water park is enough and an adult play ground as well as a childrens	7/8/2014 4:38 PM
43	I would love the library to have a larger facility so that there is ample room for events for all ages. Events where the activity can take place without shutting down an area of book browsing or disturbing the other patrons. I think creating a community centre WITH this library is a fantastic way to sustain more traffic in ALL of the areas ie: if a gymnastics class is on, the patrons may see a knitting, discussion group or book club that interests them, and vice versa. I would love to see a heated, indoor multipurpose place that could house physical activities such as gymnastics, martial arts, aerobics, floor hockey, etc. A place for children to have unstructured, active play for a reasonable drop in price. I would love to have rooms in which art classes could be taught; painting, printmaking, ceramics, etc. For children as well as adults of all ages. I would love for there to be a splash pad of some sort for the children (and playful adults) in the summer. A moderately sized playground, sitting and picnic areas, walking trails, a fenced dog park and a community garden. I would love for Sooke to have a running track. Tennis courts would be lovely, too. I would love for this facility to be a meeting place for young and old and to include learning, art, culture and physical activity programs. A clean, modern facility that is well maintained. It's architecture looks natural in our west coast environment and it is a welcome place for all ages.	7/8/2014 4:35 PM
44	An indoor play ground would be amazing! Or a center big enough for strong start to move there. Also, a water park for kids and maybe a nice turf for soccer.	7/8/2014 3:15 PM
45	Fun, affordable place where community can gather to improve themselves in a healthy way	7/8/2014 1:27 PM
46	Children's indoor play area. Youth center. Outdoor water play for kids.	7/8/2014 12:43 PM
47	I envision it being a place where everyone feels welcome... families, young children, youth and seniors. I would love it to host a seniors centre, an indoor play area for kids so families and daycares have other options besides McDonalds on those days that they just want to play inside, I would love a gymnastics facility since none exists in Sooke and I would also love an outdoor play area with a spray park. Also, much needed is a separate area for youth activities.	7/8/2014 12:21 PM
48	A place that is used – where multiple generations cross paths. My biggest dream is for a new Sooke Elementary to be built, in cooperation with a library and community centre on site!	7/8/2014 12:21 PM
49	A beautiful, open and welcoming space that expresses the natural surroundings and local cultures. A place where seniors activities share space with youth and community programs. Views of Harbour would be wonderful, maybe from an outdoor patio. Accessible, friendly, healthy for people and the environment.	7/7/2014 11:33 PM
50	A beautiful building that makes our town look better. Let's make it a building that people will want to visit. Hire a good architect. If we can't afford to do a good building, then don't bother. Just renovate a building we already have.	7/7/2014 11:31 PM
51	There's a library, open space for rent, art facilities - and usually a pool/skating rink/track (which SeaParc has covered)	7/7/2014 11:03 PM
52	A multi use centre, focusing on seniors, youth & family groups.	7/7/2014 7:05 PM
53	Our new community centre would be a place where young and old would meet and enrich their lives.	7/7/2014 6:55 PM
54	When I envision I community centre, I imagine a place where people can meet with each other and show their love for the sport that they play. Where everyone is having a good time and getting along; regardless of the age or gender. It would make me feel extremely happy to know that Sooke wants to encourage an healthy living style.	7/7/2014 3:29 PM
55	We already have a community centre in Sooke, SEAPARC, but it needs more rooms to offer programs for children, youth, adults and seniors	7/7/2014 1:11 PM
56	A place where everyone is welcome. Different age groups and activities can all share space.	7/7/2014 12:51 PM
57	Seniors day centre with kitchen facilities and recreational space (bingo, socialising). Meeting room for community groups. Storage for community groups including crisis centre and loan cupboard	7/7/2014 11:50 AM
58	Proud and happy that Sooke is keeping pace with many communities across the country by offering hang-out spots for youth & the 55+ crowd in a centrally located complex adjoining our new library. Failing that and working with a limited budget, a repurposing of existing space in town ... a downtown spot for the seniors (the Legion perhaps) and an addition to SEAPARC for young people.	7/7/2014 10:57 AM
59	Multi use facility that is welcoming to all ages and stages of life.	7/7/2014 8:46 AM



## Getting It Built: Community Centre Project

60	• Seniors' Drop-In Centre modelled on Juan de Fuca (LOTS of activities) - open weekdays shared with ... • teen drop-in centre ... with new larger library	7/7/2014 12:03 AM
61	In no particular order. Table Tennis, Badminton, kitchen with attached Lounge ( For "Hanging out" & Dining facilities, Bingo, library, Shuffleboard - Floor and Table,Bowling,Multipurpose Room(s) - would accomodate many of the above. Storage facilities - both private and general accesability, Art, Weaving, Toilets of course, Make sure intergenerational mixing can occur. Ity os important that all users understand that mutual respect and cooperation is essential, THIS IS NO.1 PRIORITY. A co-ordinator (Paid) really helps move things along. Stage, sound system.	7/6/2014 5:00 PM
62	multi age, multi purpose, and another rental hall for events and weddings. warm friendly, classy. a place seniors and children go and can run into each other.	7/6/2014 2:47 PM
63	Lots and lots of basketball, I really want an indoor basketball community court here in sooke!	7/6/2014 2:45 PM
64	A vibrant place, in the middle of Sooke, with access to the water that welcomes all ages and newcomers. Perhaps we should first look at the existing community hall and see why this will not serve the public and learn from the shortcomings. Could we rehabilitate that building both physically, socially and management wise.	7/6/2014 10:10 AM
65	we have a community center, it's called the town core and there is a building there if a special group want to use it	7/6/2014 10:07 AM
66	Central enough for easy access and to be suitable for groups doing fundraising or providing emergency services. All the proper facilities to allow food preparation and sale. A large central space with smaller areas to accommodate smaller meetings or workshops and so several things can be happening at the same time.	7/6/2014 9:22 AM
67	A place for everyone. Rentable for private function, utilized by all ages, food safe kitchen, wheelchair access. It brings a community together and there should be a nominal membership fee to make people feel pride in their community.	7/5/2014 11:42 PM
68	A meeting place and a center for non profits that is central and accessible.	7/5/2014 4:31 PM
69	I see a gymnasium, multi purpose rooms, kitchen, a comfortable lounge area for seniors. I would like to see a meeting place for all ages and a diverse group of organizations.	7/5/2014 4:09 PM
70	I see a place where kids and adults can play, have fun, stay in shape and play sport's! It would make me feel wonderful if you had access to a gym whenever we wanna play ball. Have a gym, basketball court and whatever else would make people happy.	7/5/2014 3:15 PM
71	an adaptive space, accessible to all , in the centre of town . Not monopolized by one group/ functional / commercial sized/outfitted kitchen and beverage space.Small groups to large groups and babies to the most senior meeting. Rotating art/ sport/self improvement use Realistic modern audio visual with wifi included.Locker/Shower room. In one month I see a moming running clinic followed by a moms and little ones yoga and toy exchange group, a senior luncheon with local school band entertaining, a weight loss cooking for health class, drop in guided genealogy on line sessions where users could bring their laptops, art and sculpture class, soccer goalie clinic, teens make their own jewel leery or sewn items, a chess or scrabble tournament, a rental to a family 50th wedding anniversary party, a taste of BC day, a small movie theatre showing not for profit movies.	7/5/2014 2:55 PM
72	Indoor basketball courts/ if not outdoor covered basketball courts Makes me feel good	7/5/2014 2:51 PM
73	Multipurpose, managed space with cooperative involvement for all ages offering workshops, studio space, weekend farmer's market	7/5/2014 1:09 PM
74	A nice area with a area to workout and an area to play drop in basketball because the schools are rarely accessible	7/5/2014 1:05 PM
75	I feel like there should be some type of sports facilities	7/5/2014 12:17 PM
76	Meetings, Senior's centre, activity centre, child care. accessible, gathering place. Commemorate our community history.	7/5/2014 11:49 AM
77	Sooke needs a place for all ages that makes people feel safe and is fun. Lots of activities available such as sports, crafts, hobbies, entertainment etc.	7/5/2014 10:25 AM
78	A place for our youth.Many affordable summer programs for our children. A bright spacious meeting place for our seniors. Many opportunities for our volunteers to be involved.	7/5/2014 9:51 AM
79	West Coast Theme Dances Seniors Centre Meals on Wheels	7/5/2014 8:21 AM



## Getting It Built: Community Centre Project

80	I would LOVE if we could renovate the existing community hall, I envision a seniors/youth centre, farmers market craft fairs, and community celebrations	7/5/2014 7:53 AM
81	people of all ages doing different things like taking courses of workshops on various topics, socializing, physical activity classes, a nice kitchen offering lunches and snacks, a place to sit with your friends and have a coffee, good audio system for speakers, facilitated presentations or music (but not for major concerts we have other space for that). a place that helps promote dialogue and conversation, Youth and seniors working together (youth teaching computer skills and seniors teaching canning and knitting for example). A façade that reflects the values and history of the community.	7/5/2014 7:41 AM
82	space for all arts, meeting place for groups of various persuasions	7/5/2014 2:47 AM
83	Art shows, plays and concerts.	7/5/2014 12:10 AM
84	I see a pleasant easily accessed multipurpose space that provides opportunities for large and small groups of all ages and stages to connect, meet, and create community. It makes me feel as if I am welcome there, and it is buzzing with a range of activities from meetings, support groups, crafts, exercise activities to a quiet reading room with games and newspapers and books, to a community kitchen where folks learn how to cook and at healthy food.	7/4/2014 9:32 PM
85	A successful community centre has to be many things to many people, meeting the needs of youth, of families and of seniors. Not an easy task. All want something. Not always willing to compromise or cooperate. A successful community centre provides activities and programs that meet the needs of the community. The trick is to identify the needs and then prioritize.	7/4/2014 9:15 PM
86	A place where everyone feels welcome; spaces that can be shared; smells like good coffee, cooking, baking; smiling volunteers to help you find things; busy with events, activities; all ages enjoying each other and learning from each other	7/4/2014 6:48 PM
87	a large, multi story building with room for a seniors centre, daycare, meeting rooms. display space, stage, good acoustics, capable of housing craft fairs, art shows and class rooms	7/4/2014 6:14 PM
88	A place where just about any Sooke resident will want to come to fulfill their interests.	7/4/2014 5:54 PM
89	Facilities for children, adults and seniors, making everyone feel part of the community	7/4/2014 5:11 PM
90	A welcoming building, walkable, in the Sooke core, that is inviting to everyone from little kids to seniors for indoor activities including art, music, crafts. The library could be a great adjunct.	7/4/2014 5:04 PM
91	what already happens there; sports stuff (karate!), fairs, funerals, weddings, public hearings. seniors centre, youth centre, play groups in winter for day homes/stay at home parents	7/4/2014 4:54 PM
92	I would like to see an all in one community Centre. I like what that have at Juan De Fuca with the Library, swimming pool, Seniors Centre, Arena for hockey and Lacrosse etc, velodrome, sports fields for lacrosse, soccer, tennis and lawn bowling and a golf course and zip lines for all ages. Of course we also have a bike skills park there already. That would be a dream come true. Using the properties I listed as 1,2,3, this might be possible. because they are all in close proximity to each other. Maybe a year round art gallery featuring Sooke Artists ,	7/4/2014 4:36 PM
93	a meeting place for about 125 people ( sitting down for a meal)	7/4/2014 4:34 PM
94	A nice outdoor area for kids/youth to play (grass, covered hard court), trees and picnic tables for families. It should be inviting for all ages, not just one or two groups. It should be have something happening every day. Lights outside for the grass and hard court until 10pm. A Community Centre is more than a building. It should include the surrounding area - a gathering place for all.	7/4/2014 4:32 PM
95	All inclusive centre that can house seniors activity centre, teen centre, medical clinic, and small meeting rooms rentable at reasonable costs or 'free' for non-profit groups, with kitchen facilities. This could be an add on to the Children Centre on Townsend Rd, only for other members of the community that don't fit the mandate of the Children's Centre.	7/4/2014 4:21 PM
96	A fully equipped gym/fitness centre, skating rink, yoga studio space, outdoor fields, lots of drop in classes for all ages, music, art. I want it all!	7/4/2014 4:17 PM
97	People of all ages accessing and sharing a public facility for multiple uses, programs and services.	7/4/2014 3:49 PM
98	Being a senior I am mainly interested in a facility that provides a place to meet and has a kitchen for seniors to have special dinners.	7/4/2014 3:44 PM

## Getting It Built: Community Centre Project

99	a centre where various groups of all ages can meet, a place for the arts - both in terms of a gallery and performance space as well as classrooms, meeting space for groups - also a place where the various groups active in Sooke can mingle, share ideas etc.	7/4/2014 3:13 PM
100	Inclusive -all ages and as many interests as possible Promotes ACTIVITY - creative, physical fitness, mental well being Lots of positive experiences for youth in particular	7/4/2014 2:32 PM
101	Centre that can accommodate, Arts, Culture, Leisure, and Health & Wellness activities.	7/4/2014 2:19 PM
102	It is an arts and cultural centre, multipurpose, and has the ability to accommodate all citizens of our Community. It brings our community together from all ages and ethnicities, to share in culture, art, education and recreation. It is the hub of the soul and spirit of our area.	7/4/2014 2:18 PM
103	User groups of all ages and special interests are able to have space to meet, practice, rehearse, gather, play, cook etc. It is a welcoming place for anyone and everyone. There's probably a pot of coffee on somewhere.	7/4/2014 2:14 PM
104	Sooke is a growing community, and i LOVE our community hall, just think we need another one. I would like to see the existing one upgraded, and a new one to accommodate more user groups and maybe the library?! Gathering place for seniors, youth activities, art & cultural events, etc. etc.	7/4/2014 1:51 PM



*Drawing by Frits Ahlefeldt*

# Getting It Built

## Community Centre Project

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Square Footage Report | July 21, 2014 | Sooke Region CHI



# Methodology

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The information used in this report was gathered by the Sooke Region CHI over a period of 12 weeks with the purpose of determining what type of community space is needed in Sooke.

Seniors, youth, arts groups, service clubs, and the general public were engaged during 3 public forums. Paper and electronic surveys were conducted, and Sooke Region CHI met individually with local interest groups. Reports that had been completed by local groups (specifically: seniors; arts; youth) were collected, reviewed, and elaborated as well. Over 200 citizens of the Sooke Region provided input on their desires and needs during this timeframe.

This is a preliminary report with information limited to the indications of approximate square footage for a potential community building as expressed to date. Extensive work is required to expand on this information, starting with a full review of existing facilities, deeper exploration of how more sharing might be achieved, detailed functional planning, location explorations, identification of priorities, as well as funding options and opportunities.

The work has begun; Sooke must continue on the path of Getting It Built!

---

Ebony Logins & Marlene Barry  
*Sooke Region CHI Contractors*

## Community Input on Square Footage

Local groups identified square footage requirements specific to their needs, ranging from 4,000 to 12,000 sq. ft. In addition, an online survey indicated that 35% of the 126 respondents were unsure what size the centre should be, while 17% indicated a size of 6,000-8,000 sq. ft. and 15% indicated a size of 3,000-5,000 sq. ft.

In an effort to find overlap and reduce the overall size of a potential building, Seniors, Youth, Sooke Community Arts Council, Sooke Harbour Players, Sooke Horseshoe Club, and a mother's group provided square footage needs. The 'Square Footage and Usage' chart on page two demonstrates:

- Specific space requested by each group
- Facilities groups want to share with other groups or the community
- Total requested square footage for each group
- Total potentially used square footage for each group
- Total space potentially used for programs, rentals, and drop-in activities

1

# Square Footage & Usage

Maximum Wants & Needs of Potential User Groups

Room	Shared totals	Sq. Feet Defined by Community Members	Seniors	Youth	SCAC	SHP	SHC	Families	Programs	Rental	Drop-in	# = Space Needed for Specific Group   S = Request to Share Space with Other Groups   Red = Potential Add. Use	
												3000/S	2000/S
Meeting Hall & Stage	2000 - 3000			S	2000/S	2000/S							
Communal Kitchen	500 - 600	600	500/S	S									
Foyer/Gallery/Coffee Shop	850	850		S									
Common Washrooms	550	550											
Indoor Sport Gym	5500			5500/S									
Arts Rooms - 6 specific use rooms	5800			S	5800	1000							
Multi-Purpose/Meeting	2400			S	2400/S								
Private Storage	2400		100		1300	1000							
Open Storage	400	400											
Private Office	1150		150		500	500							
Lounge	400 - 500		400/S	S	S	500/S							
Clubhouse	800						800/S						
Daycare	5000							5000					
<b>TOTAL SPACE REQUESTED</b>	<b>27500 - 28700</b>	<b>2,400</b>	<b>4,150</b>	<b>5,500</b>	<b>12,000</b>	<b>5,000</b>	<b>800</b>	<b>5,000</b>					
<b>TOTAL POTENTIAL USE</b>			<b>19,500</b>	<b>19,650</b>	<b>13,900</b>	<b>9,700</b>	<b>2,200</b>	<b>17,500</b>					

SCAC = Sooke Community Arts Council

SHP = Sooke Harbour Players

SHC = Sooke Horseshoe Club



# Citizen Quotes

When you envision a community centre, what do you see?  
How does it make you feel? What is happening there?

It should feel like the heart of the community. Where there is something for everyone and people feel connected to each other and their town. Where people go to get support, learn something new, have fun or give back. Youth (teen) and seniors drop in areas; racquetball/squash court or indoor tennis court; art room (pottery studio?); fitness centre; community dinners; summer market; seasonal community family events (easter egg hunt, safe halloween party, etc.)

~ Sunriver Resident (30-37 yrs)

Multi-purpose indoor/outdoor space with flex rooms (with mirrors) for yoga, aerobics, Zumba, dance, etc.; outdoor basketball courts (with lights for playing at night); coffee shop; study area; rentable kitchen space for food prep/cooking classes; community book exchange. When I'm there, I'm probably a bit tired from so much physical activity, or maybe relaxed because I'm enjoying a coffee and a really great book. Hopefully a few different generations are represented [...] there is lots of art everywhere (local artists, street art, murals), lots of plants and trees (with benches outside) and no shortage of water fountains! Maybe most importantly, the community centre is easily accessible by public transit.

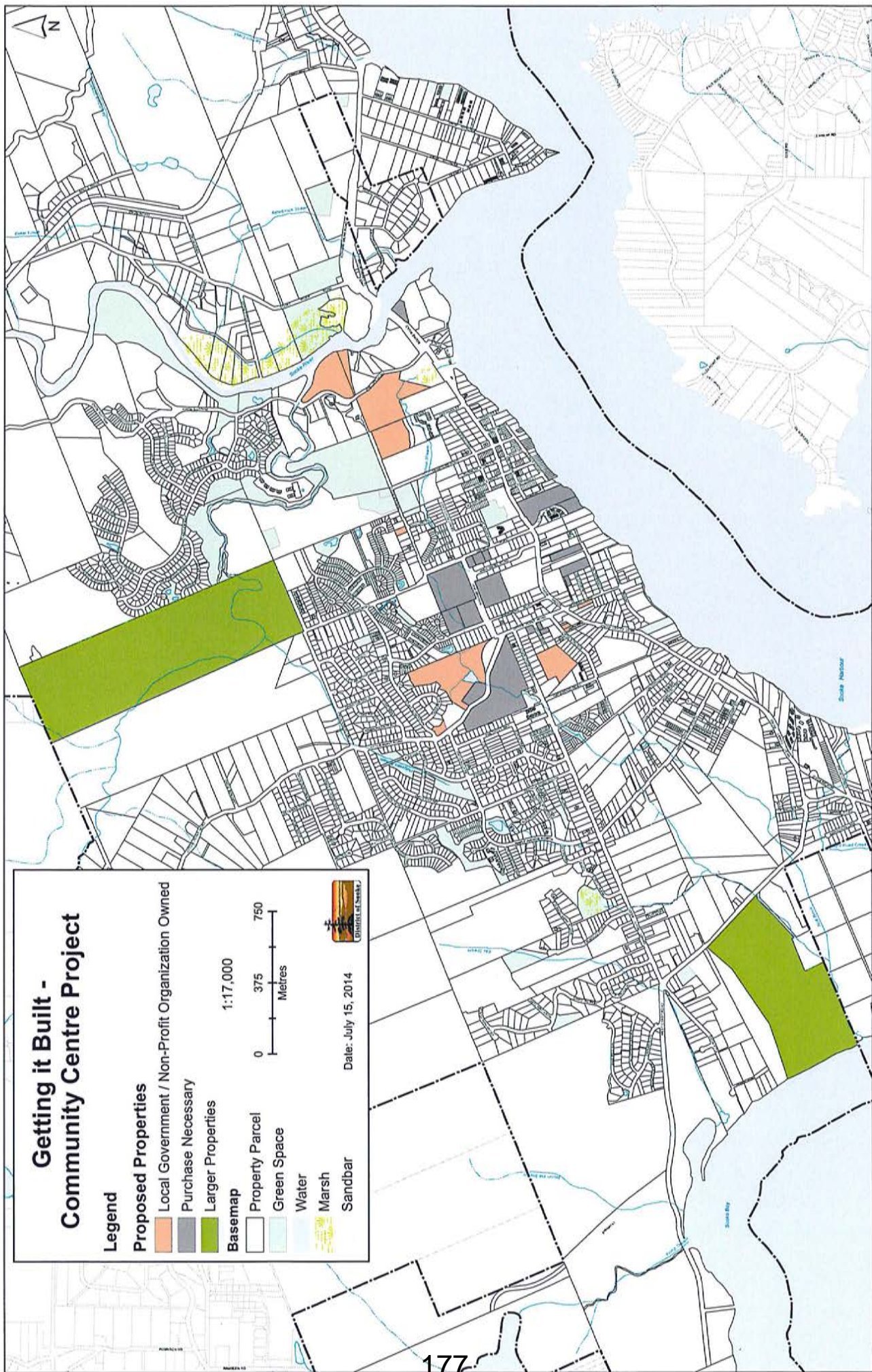
~ Juliane (21-29 yrs)

## Citizen Notes



- No purchasing new land; Add on to SEAPARC or CASA building
- Open space with reception, coffee, gallery, office and other indoor/outdoor places to "be"
- Gut the basement of the Community Hall & extend outer building with posts & beams
- Lit walkway, gardens, paths, courtyard, view, benches
- Fundraise and renovate to accommodate all groups
- Cedar Hill Rec Centre new addition is 12,000 sq. ft.
- Storage space could be social enterprise with housing above
- Build up another level from existing buildings
- Folding equipment (stage, chairs & tables, mirrors, etc.) for an adaptable space
- Don't become deterred by cost. Expensive property or building shouldn't stop the RIGHT thing from happening.





# Getting it Built - Community Centre Project

## Legend

### Proposed Properties

Local Government / Non-Profit Organization Owned

Purchase Necessary

Larger Properties

### Basemap

Property Parcel

Green Space

Water

Marsh

Sandbar

1:17,000



Date: July 15, 2014







File No. 0230-20

**REGULAR COUNCIL**

Meeting Date: September 15, 2014

To: Gord Howie, Chief Administrative Officer  
From: Corporate Services Department  
Re: **Expansion of Oil Tanker Traffic through Coastal BC Waters**

**RECOMMENDATION:**

**THAT COUNCIL** authorize the following question for voting at the November 15, 2014 General Municipal Election to obtain community opinion as to the expansion of oil tanker traffic through Coastal BC Water:

“Should the District of Sooke join other municipalities in renewing and restating its opposition to the expansion of oil tanker traffic through Coastal BC waters? YES or NO”

**1. Executive Summary:**

At the September 8<sup>th</sup>, 2014 meeting, Council resolved to obtain the opinion of the public as to the expansion of oil tanker traffic through Coastal BC Waters through a non-binding question on the ballot. Council must establish the question for voting by resolution.

**2. Background:**

At the July 21, 2014 meeting, Council received information from the Transition Town Sooke Society on the proposed expansion of oil tanker traffic through Coastal BC Waters. The Transition Town Sooke Society proposed the following question for the ballot:

*“Should Sooke join other municipalities in renewing and restating its opposition to the expansion of oil tanker traffic through coastal BC waters? YES or NO”*

**3. Analysis:**

Council may authorize seeking community opinion either by resolution or by bylaw and as well, the question should be established in the resolution or bylaw. There are no special procedures required to establish a question for an opinion poll. The results of the voting process are not binding on Council.

The opinion poll process is predicated on the presentation of a yes/no question to the electors. The question should be framed in a clear and concise manner that provides

than one opinion is being sought, a separate question and ballot must be prepared for each.

**3. Legal Implications:**

As per section 83 of *Community Charter*, there is no requirement for advertising the non-binding opinion poll and the opinion poll can be conducted using any method Council wishes (i.e. brochure, survey, door to door, etc.).


***Council may seek community opinion***

- 83** (1) *A council may seek community opinion on a question that the council believes affects the municipality, by voting or any other process the council considers appropriate.*
- (2) *The results of a process under this section are not binding on the council.*

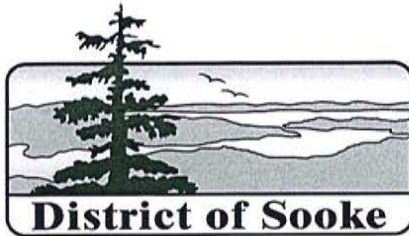
Under the *Community Charter*, Council may choose the means by which it seeks community opinion on a matter, including use of voting. The requirements under *Part 4 Assent Voting* in the *Local Government Act* do not apply to questions that seek the community's opinion on a matter and where approval of the electors is not required.

Therefore, seeking the community's opinion by including a question on the ballot for the upcoming election will not involve any special statutory requirements.

Respectfully,

  
 \_\_\_\_\_  
 Bonnie Sprinkling

Approved for Council Agenda	
 _____	_____
Engineering	Planning
 _____	 _____
Corp. Services	Finance
 _____	
CAO	



File No. 6130 - 20

**REQUEST FOR DECISION**  
Regular Council  
Meeting Date: September 15, 2014

To: Gord Howie, Chief Administrative Officer  
From: Finance Department  
Re: **Art in the Park**

**RECOMMENDATION:**

**THAT COUNCIL** waive the park use fee for the 2014, 2015 and 2016 Art in the Park event in Ed Macgregor Park.

**1. Executive Summary:**

At the September 8, 2014 Council meeting a request was brought forward that Council waive the fee for the use of Ed Macgregor Park for the Art in the Park event that is held there annually. Council requested that staff bring forward a report on this matter.

Under Bylaw No. 101, *Community Parks Regulation Bylaw, 2002*, the fee for the commercial use of the park is \$200 per day plus a \$50 application fee. The event is two days so the fee owing for the event is \$450.

The fee has been waived by Council in previous years and the recommendation is that it be waived again for this year and for the next two years so that the Sooke Community Arts Council does not have to make this request in 2015 and 2016.

Respectfully,

  
\_\_\_\_\_  
Michael Dillabaugh, CA  
Director of Finance

Approved for Council Agenda	
 _____ Engineering	_____ Planning
_____ Corp. Services	 _____ Finance
 _____ CAO	



**Tina Hansen**

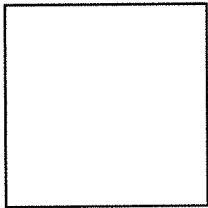
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**Subject:** FW: Amalgamation referendum not necessary  
**Attachments:** Amalgamation referendum not necessary.doc

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**From:** Mona Brash [REDACTED]  
**Sent:** Thursday, September 04, 2014 11:20 AM  
**To:** Mona Brash  
**Subject:** Amalgamation referendum not necessary

Mayor and Council,  
Please consider the attached letter.  
Thank you.  
Mona Brash



This email is free from viruses and malware because avast! Antivirus protection is active.



Dear Mayor and Council,

The push for a vote on some “unknown” form of amalgamation continues. There is no need for every municipality in the CRD to answer the ambiguous question (Are you in favour of reducing the number of municipalities in the Capital Regional District through amalgamation?) on a referendum with no parameters (Which ones are to be reduced, which are to be combined? a. Victoria and Oak Bay, b. Victoria and Saanich, c. Victoria, Oak Bay and Saanich, d. Victoria and Esquimalt, e. Victoria, Oak Bay, Saanich, and Esquimalt...one Unicity...). Citizens in the Capital Regional District should know that provincial legislation already allows for any municipalities to amalgamate should they want to. The government cannot, under current legislation, force any amalgamation. However, that same current legislation says that if a vote has been taken in accordance with section 8 of the *Local Government Act* separately in each of the existing municipalities, and for each of those municipalities, more than 50% of the votes counted as valid favour the proposed incorporation, the amalgamation could proceed.

Simple then; municipalities, individually and with their potential willing partners can study the reams of research available on amalgamation. Then, if a group of citizens and/or politicians can get more than 50% of the voters of each of the municipalities choosing to amalgamate to support it, it can be done. In other words, the impetus must come from the citizens of individual municipalities on a clear question (Do the citizens of A want to amalgamate with B and does B want to amalgamate with A?) This proposed referendum has an unclear question that does not further the debate nor is the referendum necessary given current legislation.

Mona Brash

Political Science Instructor

878 B... 1 B... 1 N... d... i... l... BC 250 654 0427





**Tina Hansen**

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**Subject:** FW: Please support the expropriation of Grace Islet

---

**From:** Penny and Rodney Polden [REDACTED]  
**Sent:** Tuesday, August 12, 2014 2:54 AM  
**To:** Info  
**Subject:** Please support the expropriation of Grace Islet

Dear Councillor Maja Tait

I understand that in the absence of Wendal Milne until September 1st, you will be acting as Mayor and will be attending the CRD meeting on Wednesday.

I'm writing to respectfully request most sincerely that you vote in favour of the motion to expropriate Grace Islet in Ganges Harbour, Salt Spring Island, in order to protect both the islet itself, which has significant ecological value, as well as the First Nations burial site that is located there. It is of great importance to many of us who live here and to all our First Nations neighbours that a solution is achieved to the needless destruction and desecration that is presently being caused. Expropriation will be the most respectful and reasonable way to bring this current unhappy situation to a positive outcome, so my wife and I very much hope you will give a positive vote to the expropriation motion.

Thank you for the opportunity to address you regarding this important local issue.  
Yours sincerely,

Rodney and Penny Polden



**Tina Hansen**

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**Subject:** FW: Kinder Morgan NEB Hearings - local intervenor

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**From:** Kandace Kerr [REDACTED]  
**Sent:** Wednesday, August 13, 2014 2:04 PM  
**To:** Info  
**Subject:** Kinder Morgan NEB Hearings - local intervenor

Mayor Milne and Members of Council,

I stood up at the end of the last Council meeting and introduced myself as a new Sooke resident and as an intervenor in the Kinder Morgan NEB hearings. Both myself and my husband are intervenors, and there is one other private citizen, as well as the T'Sou-ke First Nation, with intervenor status.

At that time I offered to meet with you to discuss any issues or concerns that we could bring forward on your behalf through the NEB review process. The next (and last for us) deadline for information requests is September 18<sup>th</sup>. The information requests are the only way we can test the application, as there are no oral hearings in this review. So this is our last kick as it were at the Kinder Morgan tires before we head into final argument.

We would be happy to meet with any or all of you to discuss any issues you may wish to see clarified or responded to. My specific interests are in the areas of emergency response, consultation, the quality of the risk assessment process used by Kinder Morgan in assessing the potential health risks associated with a tanker incident, and cumulative impacts of the project on Juan de Fuca Strait.

We were also both intervenors in the Northern Gateway Joint Review process, so we have a fair deal of experience with the process and associated procedures.

If meeting before the 18<sup>th</sup> deadline is not possible please feel free to send us your issues or questions and we can research those out and include them in our questioning. And there is always time to reconvene prior to final oral and written argument, which will not now be until mid-next year given Kinder Morgan's twist to the whole process – bringing forward tunneling through Burnaby Mountain as opposed to the original route.

Please feel free to contact us individually, we could meet as a group, or send us anything you'd like us to raise with Kinder Morgan. We intervened in the Northern Gateway process out of a duty to our community of Fort St James to bring local concerns and issues to the ears of the NEB and to get the answers the community needed in order to be prepared should the project be approved. Our involvement in the Kinder Morgan hearing is from that same sense of duty for our new community of Sooke.

Thanks very much, and looking forward to meeting with you,

Kandace





## DISTRICT OF TAYLOR

www.DistrictofTaylor.com

Box 300, Taylor, BC V0C 2K0

DISTRICT OFFICE  
10007 - 100A Street

Phone: (250) 789-3392  
Fax: (250) 789-3543

September 3, 2014

Reiko Tagami  
Information & Resolutions Coordinator  
Union of British Columbia Municipalities

Via email: [rtagami@ubcm.ca](mailto:rtagami@ubcm.ca)

### **Re: Emergency Resolution – 2014 UBCM Convention**

Please be advised that at the September 2, 2014 meeting of Council, the District of Taylor passed the following emergency resolution for submission and consideration at the 2014 UBCM Convention in September. Council deems this resolution to qualify under "emergency" status since it is a topic which has arisen since the June 30, 2014 deadline and is also one that affects libraries across the Province.

#### **Discontinuation of Community Library Training Program**

#### **District of Taylor**

*WHEREAS the Community Library Training Program (CLTP) was a distance education model, coordinated by the provincial government's Libraries Branch that provided professional training and certification opportunities for public library staff without the burden and expense of having to be away from their community;*

*AND WHEREAS the provincial government has announced the discontinuation of the CLTP without identifying alternative training and certification opportunities, leaving current CLTP participants uncertain whether they will be able to complete the program or obtain certification, and would leave public library staff across the province, with a lack of options for professional training and certification;*

*THEREFORE BE IT RESOLVED that the Ministry of Education share with BC public libraries the details from the CLTP program review and communicate as soon as possible its plan for establishing or identifying professional training and certification opportunities for library staff at a level equivalent to the Community Library Training Program.*

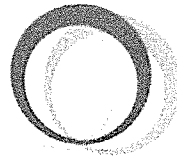
The District of Taylor Council look forward to advancing discussions towards a favorable resolution in September.

Sincerely,

Charlette McLeod  
Administrator



COPY



GREEN COMMUNITIES  
COMMITTEE

District of Sooke  
AUG 19 2014  
Received

Ref: 156222

August 14, 2014

His Worship Mayor Wendal Milne and Members of Council  
District of Sooke  
2205 Otter Point Road  
Sooke, BC V9Z 1J2

Original Document to File No. 5270-01			
For Action by:	CC	Agenda	Other
Mayor/Council	<input checked="" type="checkbox"/>		
Council Reader File	<input type="checkbox"/>		
CAO	<input checked="" type="checkbox"/>		
Corp Services	<input type="checkbox"/>		
Engineering	<input checked="" type="checkbox"/>		
Finance	<input type="checkbox"/>		
Planning	<input type="checkbox"/>		
Fire	<input type="checkbox"/>		
Other	<input type="checkbox"/>		

Dear Mayor Wendal Milne and Councillors:

On behalf of the joint Provincial-Union of BC Municipalities (UBCM) Green Communities Committee (GCC), we would like to extend our congratulations for your successful efforts to measure and reduce your corporate greenhouse gas emissions for the 2013 reporting year.

As a signatory to the Climate Action Charter (Charter), you have demonstrated your commitment to work with the Province and UBCM to take action on climate change and to reduce greenhouse gas emissions in your community and corporate operations.

Climate change is a global challenge. The work that your local government has undertaken to measure and reduce its corporate emissions demonstrates strong climate leadership and sets the stage for broader climate action in your community. This leadership and commitment is essential to ensuring the achievement of our collective climate action goals.

As you are likely aware, the GCC was established under the Charter to support local governments in achieving their climate goals. In acknowledgement of the efforts of local leaders, the GCC is again recognizing the progress and achievements of local governments such as yours through the multi-level Climate Action Recognition Program. A description of this program is attached to this letter for your reference.

As a Charter signatory who has completed a corporate carbon inventory for the 2013 reporting year and has demonstrated familiarity with the Community Energy and Emissions Inventory, you have been awarded Level 2 recognition – 'Measurement.'

In recognition of your achievements, the GCC is very pleased to provide you with 'green communities' branding for use on official websites and letter heads. An electronic file with the 2013 logo will be provided to your Chief Administrative Officer. Also included with this letter is a 2013 Green Communities window decal, for use on public buildings.

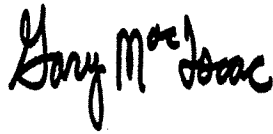
.../2

Congratulations again on establishing your corporate emissions inventory and your overall progress. We wish you continued success in your ongoing commitment to the goal of corporate carbon neutrality and your efforts to reduce emissions in the broader community.

Sincerely,



Jay Schlosar  
Assistant Deputy Minister  
Local Government Division



Gary MacIsaac  
Executive Director  
Union of British Columbia Municipalities

Enclosures





## GCC Communiqué on the Climate Action Recognition Program

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In acknowledgment of the ongoing efforts of local leaders, the joint Provincial-UBCM Green Communities Committee (GCC) is pleased to be continuing the **Climate Action Recognition Program** for BC local governments for the 2013 reporting year. This is a multi-level program that provides the GCC with an opportunity to review and publicly recognize the progress and achievements of each *Charter* signatory.

Recognition is provided on an annual basis to local governments who demonstrate progress on their *Charter* commitments, according to the following:

*Level 1: Progress on Charter Commitments*

All local governments who demonstrate progress on fulfilling one or more of their *Charter* commitments will receive a letter from the GCC acknowledging their accomplishments.

*Level 2: Measurement*

Local governments who have completed a corporate carbon inventory for the reporting year and demonstrate that they are familiar with the Community Energy and Emissions Inventory (CEEI) will receive a 'Climate Action Community 2013' logo, for use on websites, letter head and similar.

*Level 3: Achievement of Carbon Neutrality*

Local governments who achieve carbon neutrality in the reporting year will receive a 'Climate Action Community – Carbon Neutral 2013' logo, for use on websites, letter head and similar.

To be eligible for this program, local governments will need to complete a Climate Action Revenue Incentive Program (CARIP)/Carbon Neutral Progress Report and submit it to the Province in accordance with the program guidelines. Determination of the level of recognition that each community will receive will be based on the information included in each community's annual CARIP report. Additional information on CARIP reporting is available online at: [www.cscd.gov.bc.ca/lgd/greencommunities/carip.htm](http://www.cscd.gov.bc.ca/lgd/greencommunities/carip.htm) .





The

# *Sooke Region Chamber of Commerce*

PO Box 18, #201 - 2015 Shields Road, Sooke, British Columbia, V9Z 0E4  
www.sookeregionchamber.com 250.642.6112 info@sookeregionchamber.com

## **Chamber Update to District of Sooke – September 8, 2014**

### **Preamble**

*The Sooke Region Chamber of Commerce (the “Chamber”) is pleased to provide regular monthly updates to the Mayor and Council of the District of Sooke (the “DoS”). This updating process will act as an instrument to clearly communicate Chamber activities and initiatives, as well as to provide the DoS with recommendations to proactively plan for opportunities and challenges that are identified, as they relate to economic development for the Sooke region.*

*The Chamber’s activities and initiatives are based on following its core purpose, which is defined as being:*

- *a supportive resource for local businesses to achieve greater success*
- *to facilitate new economic development opportunities*
- *to foster positive business relationships with the community*
- *to constructively influence public policy and governments in supporting free enterprise*

### **July/August 2014 Overview**

#### Administration:

- Chamber has restructured many of its internal processes, accounting protocol and committee structures in anticipation of potentially managing the proposed 2% hotel tax program.
- “Events” section of the Chamber website now has direct links to the Google calendars for the Sooke Philharmonic Orchestra, Transition Town, and Sooke Region Museum. All other organizations are welcome to have their links created as well. Contact Chamber office for more details.
- As part of a 10 year plan for future transportation improvements being developed by the Ministry of Transportation and Infrastructure, Chamber President Michael Nyikes will be meeting with the provincial government’s parliamentary staff to discuss transportation ideas and needs to, from and within the Sooke region. The Chamber would welcome any comments or concerns from both the business and resident community prior to Tuesday September 2nd at [info@sookeregionchamber.com](mailto:info@sookeregionchamber.com)
- Chamber President Michael Nyikes was a keynote speaker at the Nanaimo Chamber of Commerce Board of Directors meeting in July discussing effective strategies for Chamber/Municipal Government Communications, as well as not-for-profit business and operational planning protocol.
- Responded to 124 inquiries from residents, visitors and prospective business owners on starting up or relocating their families or businesses to Sooke.
- Current membership status is 145 member companies.

#### Business Assistance:

- A number of important business communication pieces were sent to members in July and August, particularly in regards to the new anti-spam legislation (which came into effect July 1st), WCB’s workplace anti-bullying law, and natural disaster emergency preparedness information.
- Chamber continues to market its free online directory to all businesses (member and non-members) and is receiving strong uptake. There are currently well over 150 local businesses listed in various categories.

#### Business Promotions/Marketing/Advertising:

- Chamber President Michael Nyikes' regular monthly column in Business Examiner Victoria on behalf of the Sooke Region promoted a Sooke based incubation strategy to assist local entrepreneurs in the JUNE 2014 edition; promoted the "Better Buy Sooke" program in the JULY 2014 edition; and, promoted the employment in Sooke opportunities via Worklink in the AUGUST 2014 edition. These articles are available on the Chamber website in the Media/News section.
- Chamber's coordination of a 2 page editorial spotlight on Sooke in the annual edition of the 2014 West Coast SunCruiser magazine was widely received and promoted throughout the summer by local businesses and visiting tourists alike. The publication has a distribution of 100K copies throughout BC, Alberta, Washington, Oregon and California and the Chamber believes acted as a strong catalyst for visitors come to Sooke in the summer tourist season via boat, RV, motorcycle, or other means. It is also noteworthy that the front cover of the magazine had the prominent tagline "Wild by Nature - Seductive Sooke" on it.
- Chamber's "Better Buy Sooke" shop local campaign has been well received by Chamber business members as many of them have now displayed their Better Buy Sooke window sticker (see below) in their storefront windows to demonstrate their support for the shop local philosophy.



- Chamber's Business Member Spotlight series with Sooke News Mirror has had good uptake with a number of local businesses being profiled (most recently "Barking Dog Studios", "Trim Your Taxes Business Solutions", "Clearpath Acupuncture Ltd" & "Hub International Barton Insurance Brokers").
- Chamber held very successful Chamber Mixers at Pemberton Holmes Real Estate in July and at TD Canada Trust in August.
- Chamber congratulates seasonal expansion of "The Stick Coffee Shop" to an additional location at the Prestige Oceanfront Resort for the summer months, as well as the opening of new location for "A Sea of Bloom/Inspire Home Décor" on Otter Point Road.

#### Community Activities:

- Chamber held another successful Newcomer's Club meeting in July, which saw 15 new residents attend. The Newcomer's Club is aimed at bringing relatively new Sooke residents together to bridge the gap between them and local businesses. This is an effort to advocate a stronger "Shop Local" culture.
- Chamber was pleased to support the "Communities in Bloom - Business Beautification Contest" by providing certificates, stickers and administrative assistance.
- Chamber was pleased to support the "28<sup>th</sup> Annual Sooke Fine Arts Show" with a sponsorship and has promoted the Sooke Fall Fair in outgoing correspondences and social media.
- Chamber has completed the planning of its annual Chamber Golf Tournament, which will be held at the DeMamiel Creek Golf Course on September 18<sup>th</sup>. This event is open to everyone, with sponsorship opportunities and tickets to play golf still available. Contact Chamber office for details.
- Chamber will be facilitating an All-Candidates Q&A Session in early November for mayoralty and councilor candidates who decide to run for District of Sooke Council in this year's municipal elections.

This session will be open to everyone to attend and the Chamber is currently seeking questions from the general public, Sooke's youth and business owners of Sooke for the Q&A session. More details to come.

Economic Development Initiatives:

- Chamber has restructured many of its internal processes, accounting protocol and committee structures in anticipation of potentially managing the proposed 2% hotel tax program. Meetings have been ongoing with the District of Sooke staff and stakeholders such as the Visitor Information Centre, Sooke Region Tourism Association and the major accommodation providers to develop a business plan in anticipation of submittal to DoS Council for endorsement and BC government for approval. To date there appears to be support for this initiative from stakeholders, however it has not been consensus on what existing organization (ex: the Chamber), or perhaps the creation of a new organization, will be most desirable to correctly manage and administer this program.
- Chamber has now had 3 meetings with a mainland-based composting company that is interested in establishing a new state-of-the-art organic composting facility in the Sooke region, with most recent discussions considering T'Souke First Nation lands for this business opportunity as per zoning issues with DoS properties.
- Chamber has met with a prominent central Vancouver Island based sea salt harvesting company in regards to relocating his globally recognized manufacturing company to the Sooke region.

**Chamber recommendations to DoS**

- **Chamber encourages the DoS to endorse the upcoming 2% hotel tax and put their support behind having the Chamber manage and administer the program on behalf of the Sooke region.**

**Respectfully submitted by the Sooke Region Chamber of Commerce**