



**The Board of Education of School District No. 61 (Greater Victoria)**

**Special Board Meeting**

**AGENDA**

Via Zoom

Thursday, June 24, 2021, 5:30 p.m.

Broadcasted via YouTube

<https://bit.ly/3czx8bA>

**Pages**

**A. Call to Order**

**B. Acknowledgement of Traditional Territories**

*The Greater Victoria School District wishes to recognize and acknowledge the Esquimalt and Songhees Nations, on whose traditional territories, we live, we learn, and we do our work.*

**C. Approval of the Agenda**

Recommended Motion:

That the June 24, 2021 agenda be approved.

**D. Community Presentations**

**E. Secretary-Treasurer's Report**

**E.1. Caledonia Covenant, Right-of-Way, Land Exchange, Property Acquisition and Lease Bylaw 2021**

**9**

WHEREAS a Board of Education may dispose of land or improvements owned or administered by the board under the authority of Section 96(3) of the School Act, subject to the Orders of the Minister of Education (the "Minister");

AND WHEREAS the Minister issued Order M193/08 effective September 3, 2008 (the "Order") requiring fee simple sales and leases of land or improvements for a term of ten years or more to be specifically approved by the Minister, unless the transferee is an independent school or another school board, but the Order does not require the Minister's approval of a right-of-way or covenant;

AND WHEREAS Section 65(5) of the School Act requires a board of

education to exercise a power with respect to the acquisition or disposal of property only by bylaw, and the granting of a statutory right-of-way or a covenant is a disposal of an interest in land;

AND WHEREAS:

A. The Board of Education of School District No. 61 (Greater Victoria) (the "Board") owns certain lands and improvements in Victoria (the "Board Lands").

B. The Board Lands include parcels designated by the following facility number: 105563.

C. The addresses and legal descriptions of the parcels comprising the Board Lands are as follows:

1. 1801 Chambers Street, Victoria, B.C.

Parcel Identifier: 009-233-318

Lot 1, Spring Ridge, Victoria City, Plan 205 ("Lot 1");

2. 1805 Chambers Street, Victoria, B.C.

Parcel Identifier: 009-233-334

Lot 2, Spring Ridge, Victoria City, Plan 205 ("Lot 2");

3. 1855 Chambers Street, Victoria, B.C.

Parcel Identifier: 009-226-141

Amended Lot 12 (DD 302067I), Spring Ridge, Victoria City, Plan 205 ("Amended Lot 12");

4. 1216 North Park Street, Victoria, B.C.

Parcel Identifier: 009-226-206

Amended Lot 10 (DD 302066I), Spring Ridge, Victoria City, Plan 205 ("Amended Lot 10");

5. 1211 Gladstone Avenue, Victoria, B.C.

Parcel Identifier: 018-007-503

Lot A, Section 53, Spring Ridge, Victoria City, Plan VIP55528 ("Lot A");

6. 1219 North Park Street, Victoria, B.C.

Parcel Identifier: 009-226-338

Lot 5, Spring Ridge, Victoria City, Plan 205 ("Lot 5");

7. 1218 North Park Street, Victoria, B.C.

Parcel Identifier: 009-226-214

Lot 9, Spring Ridge, Victoria City, Plan 205 ("Lot 9");

8. 1220 North Park Street, Victoria, B.C.

Parcel Identifier: 009-226-231

Lot 8, Spring Ridge, Victoria City, Plan 205, Except Northerly 56 Feet Thereof ("Lot 8");

9. 1219 Vining Street, Victoria, B.C.

Parcel Identifier: 009-226-257

The Northerly 56 Feet of Lot 8, Spring Ridge, Victoria City, Plan 205 ("Lot 8 Portion"); and

10. 1226 North Park Street, Victoria, B.C.

Parcel Identifier: 009-226-265

Lot 7, Spring Ridge, Victoria City, Plan 205 (“Lot 7”);

11. Parcel Identifier: 009-851-844

The North ½ of Section 54, Spring Ridge, Victoria City Except Parcel A (DD 5977I) and Except That Part Shown Coloured Red on Plan Exhibited in Absolute Fees Parcel Book, Volume 8, Folio 653, Numbered 303C (“North ½ Section 54”); and

12. Parcel Identifier: 009-851-909

That Part of Section 54, Spring Ridge, Victoria City Shown Coloured Red on Plan Exhibited in Absolute Fees Parcel Book, Volume 8, Folio 653, Numbered 303C

(the “Section 54 Portion”).

D. Lot 1, Lot 2, Amended Lot 12 and Amended Lot 10, are herein called the “Board Exchange Lands”; Lot A, Lot 5, Lot 9, Lot 8, the Lot 8 Portion and Lot 7 are herein called the “Board Development Lands”; and North ½ Section 54 and the Section 54 Portion are herein called the “Greenway Encumbrance Lands”.

E. The Board proposes to enter into the Caledonia Redevelopment Master Agreement (the “Master Agreement”) with Capital Region Housing Corporation (“CRHC”), the Corporation of the City of Victoria (the “City”) and Provincial Rental Housing Corporation (“PRHC”) pursuant to which CRHC will build and operate an affordable housing development (the “Development”) on lands owned by the Board and leased to CRHC, pursuant to the following proposed transactions as described in the Master Agreement:

1. the Board would grant the following encumbrances against the Board Lands (collectively, the “Encumbrances”):

- (a) a housing agreement pursuant to section 483 of the Local Government Act, substantially in the form attached to the Master Agreement, encumbering the Board Development Lands (the “Housing Agreement”);
- (b) a covenant under section 219 of the Land Title Act substantially in the form attached to the Master Agreement, encumbering the Board Development Lands (the “Greenway Covenant”);
- (c) a covenant under section 219 of the Land Title Act substantially in the form attached to the Master Agreement, encumbering the Board Development Lands (the “Gardens Covenant”);
- (d) a covenant under section 219 of the Land Title Act substantially in the form attached to the Master Agreement, encumbering the Board Development Lands (the “Turnaround Covenant”);
- (e) a covenant under section 219 of the Land Title Act substantially in the form attached to the Master Agreement, encumbering the Board Development Lands (the “Unit Mix and Accessibility Covenant”);
- (f) a statutory right-of-way for highway purposes substantially in the form attached to the Master Agreement, encumbering Amended Lot 12 as

shown in Plan EPP103337, a reduced copy of which is attached to this Bylaw as Exhibit 1 (the “Vining Highway SRW”);

(g) a statutory right-of-way for highway purposes substantially in the form attached to the Master Agreement, encumbering Lot 4, Lot 5 and Lot 6 as shown on Plan EPP103224, a reduced copy of which is attached to this Bylaw as Exhibit 2 (the “Grant Highway SRW”); and

(h) a statutory right-of-way for greenway purposes substantially in the form attached to the Master Agreement, encumbering the Greenway Encumbrance Lands as shown in Plan EPP103223, a reduced copy of which is attached to this Bylaw as Exhibit 3 (the “Greenway SRW”);

2. PRHC would grant a statutory right-of-way for turnaround purposes substantially in the form attached to the Master Agreement, encumbering Lot 4 (defined below) as shown in Plan EPP103338, a reduced copy of which is attached to this Bylaw as Exhibit 4 (the “Turnaround SRW”);

3. the Board would enter into a land exchange agreement with the City substantially in the form attached to the Master Agreement (the “Land Exchange Agreement”), and pursuant to the Land Exchange Agreement the Board would transfer the Board Exchange Lands to the City in exchange (the “Exchange”) for the following lands and improvements (collectively, the “City Exchange Lands”):

(a) 1235 Caledonia Avenue, Victoria, B.C. Parcel Identifier: 017-710-545 Lot 18, Spring Ridge, Victoria City, Plan 205 (“Lot 18”);

(b) 1230 Grant Street, Victoria, B.C. Parcel Identifier: 009-226-290 Lot 6, Section 50, Spring Ridge, Victoria City, Plan 205 (“Lot 6”); and

(c) That portion of Vining Street having an area of approximately 277.5 square meters and that portion of North Park Street having an area of approximately 556.0 square meters labelled “Closed Road” in Reference Plan EPP88785, a reduced copy of which is attached to this Bylaw as Exhibit 5 (the “Closed Roads”);

4. the Board would enter into a purchase contract with PRHC substantially in the form attached to the Master Agreement (the “Purchase Contract”) pursuant to which PRHC will sell the following lands and improvements to the Board on the terms and conditions set out in the Purchase Contract (the “Lot 4 Purchase”):

1209 North Park Street, Victoria, B.C. PID: 005-002-443 Lot 4, Spring Ridge, Victoria City, Plan 205 (“Lot 4”);

5. the City would rezone (the “Rezoning”) the Board Development Lands, Lot 4 and the City Exchange Lands (collectively, the “Development Lands”) to permit the Development;

6. the Board would subdivide and consolidate the Development Lands (the “Consolidation”) to form a single parcel owned by the Board as shown in reference plan EPP88786, a reduced copy of which is attached hereto as Exhibit 6 (the “Proposed Consolidation Plan”);

7. the Board would grant a construction license substantially in the form

attached to the Master Agreement (the “License”) pursuant to which the Board would grant CRHC the right to construct the Development on the Development Lands for a license fee of \$4,300,000; and

8. the Board would enter into a lease (the “Lease”), substantially in the form attached to the Master Agreement, pursuant to which the Board would lease the Development Lands to CRHC for sixty-two years for \$1.00.

F. The Board is satisfied that it would be in the best interests of the Board to enter into the Master Agreement and pursuant to its obligations thereunder grant the Encumbrances, enter into the Land Exchange Agreement and complete the Exchange, enter into the Purchase Contract and complete the Lot 4 Purchase, complete the Rezoning and Consolidation of the Development Lands, enter into and grant the License, and enter into and grant the Lease to CRHC (collectively, the “Transactions”).

G. The Board is satisfied that the granting of the Encumbrances will not interfere with the use by the Board of the Greenway Encumbrance Lands for educational purposes.

NOW THEREFORE be it resolved as a Bylaw of the Board that the Master Agreement and the Transactions be and are hereby authorized, ratified and approved.

BE IT FURTHER resolved that the Secretary-Treasurer be and is hereby authorized on behalf of the Board to execute and deliver the Master Agreement and all documents required to complete the Transactions including, without limitation, the Housing Agreement, the Greenway Covenant, the Gardens Covenant, the Turnaround Covenant, the Unit Mix and Accessibility Covenant, the Vining Highway SRW, the Grant Highway SRW, the Greenway SRW, the Land Exchange Agreement, the Purchase Contract, the Proposed Consolidation Plan, the License and the Lease, and all such amendments thereto as the Secretary-Treasurer may, in her discretion, consider advisable, and all related and ancillary documents required to complete the Transactions.

This Bylaw may be cited as “School District No. 61 (Greater Victoria) Caledonia Covenant, Right-of-Way, Land Exchange, Property Acquisition and Lease Bylaw 2021”.

Read a first time this 21 day of June, 2021.

Read a second time this 21 day of June, 2021.

Recommended Motion:

Read a third time this    day of June, 2021, and finally passed and adopted this    day of June, 2021.

THAT the Board grant a statutory right of way pursuant to section 218 of the Land Title Act at Braefoot Elementary School civically known as 1440 Harrop Road, Victoria BC V8P 2S6 and legally known as PID: 016-070-992, Lot 1 Section 32 Victoria District Plan 50533.

The Statutory Right of Way, in favour of FortisBC Energy, is required to excavate, construct, operate, maintain, repair, abandon, remove and replace a gas pipeline to service the parcel leased to the Conseil Scolaire Francophone De La Colombie-Britannique for the term of the lease. The extent of the Statutory Right of Way area is shown in the attached Schedule A.

THAT the Board's signing officers execute the Statutory Right of Way agreement. The installation of the works will have no adverse effect on the use of the site by the school district; or our ability to dispose of the site in the future.

Read a first time the \_\_\_ day of June, 2021.

Read a second time the \_\_\_ day of June, 2021

Recommended Motion:

That the Board of Education of School District No. 61 (Greater Victoria) agree to give all three readings of Braefoot Elementary School Temporary Statutory Right of Way Gas Utility 2021 at the June , 2021 Board Meeting. (must pass unanimously)

Recommended Motion:

Read a third time this day of June, 2021, and finally passed and adopted this day of June, 2021.

WHEREAS in accordance with section 142 of the *School Act*, the Board of Education of School District No. 61 (Greater Victoria) (hereinafter called the "**Board**") has submitted a capital plan to the Minister of Education (hereinafter called the "**Minister**") and the Minister has approved the capital plan or has approved a capital plan with modifications, and the Minister has approved the Board borrowing \$194,000 from the Canada Infrastructure Bank for the purchase of four e-buses (the "**Borrowing**");

NOW THEREFORE in accordance with section 143 of the School Act, the Board has prepared this Capital Bylaw and agrees to do the following:

- (a) Authorize the Secretary-Treasurer to execute a capital project funding agreement(s) related to the capital project(s) contemplated by the capital plan or the capital plan with modifications;
- (b) Upon ministerial approval to proceed, commence the capital project(s) and proceed diligently and use its best efforts to complete each capital project substantially as directed by the Minister;
- (c) Observe and comply with any order, regulation, or policy of the Minister as may be applicable to the Board or the capital project(s); and,
- (d) Maintain proper books of account, and other information and documents with respect to the affairs of the capital project(s), as may be prescribed by the Minister.

NOW THEREFORE the Board enacts as follows:

1. The Capital Bylaw of the Board for the 2021/22 Capital Plan as approved by the Minister, to include the supported capital project(s) specified in the letter addressed to the Secretary-Treasurer and Superintendent dated May 11, 2021 and the Borrowing as approved in the letter from the Minister addressed to the Secretary-Treasurer dated June 18, 2021, is hereby adopted.
2. This Capital Bylaw may be cited as School District No. 61 (Greater Victoria) Capital Bylaw No.2021/22-CPSD61-02.

Read a first time this \_\_\_ day of June, 2021.

Read a second time this \_\_\_ day of June, 2021.

Recommended Motion:

That the Board of Education of School District No. 61 (Greater Victoria) agree to give all three readings of the Capital Bylaw No.2021-22-CPSD61-02 Capital Plan 2021/22 at the June \_\_\_ 2021 Board Meeting. (must pass unanimously)

Recommended Motion:

Read a third time this \_\_\_ day of June, 2021, and finally passed and adopted this \_\_\_ day of June, 2021.

## **F. Question Period**

**G. Adjournment**

Recommended Motion:  
That the meeting be adjourned.



**THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 61 (GREATER VICTORIA)**  
**CALEDONIA COVENANT, RIGHT-OF-WAY, LAND EXCHANGE, PROPERTY ACQUISITION**  
**AND LEASE BYLAW 2021**

WHEREAS a board of education may dispose of land or improvements owned or administered by the board under the authority of Section 96(3) of the School Act, subject to the Orders of the Minister of Education (the “**Minister**”);

AND WHEREAS the Minister issued Order M193/08 effective September 3, 2008 (the “**Order**”) requiring fee simple sales and leases of land or improvements for a term of ten years or more to be specifically approved by the Minister, unless the transferee is an independent school or another school board, but the Order does not require the Minister’s approval of a right-of-way or covenant;

AND WHEREAS Section 65(5) of the *School Act* requires a board of education to exercise a power with respect to the acquisition or disposal of property only by bylaw, and the granting of a statutory right-of-way or a covenant is a disposal of an interest in land;

AND WHEREAS:

- A. The Board of Education of School District No. 61 (Greater Victoria) (the “**Board**”) owns certain lands and improvements in Victoria (the “**Board Lands**”).
- B. The Board Lands include parcels designated by the following facility numbers:  
\_\_\_\_\_.
- C. The addresses and legal descriptions of the parcels comprising the Board Lands are as follows:
  - 1. 1801 Chambers Street, Victoria, B.C.  
Parcel Identifier: 009-233-318  
Lot 1, Spring Ridge, Victoria City, Plan 205 (“**Lot 1**”);
  - 2. 1805 Chambers Street, Victoria, B.C.  
Parcel Identifier: 009-233-334  
Lot 2, Spring Ridge, Victoria City, Plan 205 (“**Lot 2**”);
  - 3. 1855 Chambers Street, Victoria, B.C.  
Parcel Identifier: 009-226-141  
Amended Lot 12 (DD 302067I), Spring Ridge, Victoria City, Plan 205 (“**Amended Lot 12**”);
  - 4. 1216 North Park Street, Victoria, B.C.  
Parcel Identifier: 009-226-206  
Amended Lot 10 (DD 302066I), Spring Ridge, Victoria City, Plan 205 (“**Amended Lot 10**”);
  - 5. 1211 Gladstone Avenue, Victoria, B.C.  
Parcel Identifier: 018-007-503  
Lot A, Section 53, Spring Ridge, Victoria City, Plan VIP55528 (“**Lot A**”);

6. 1219 North Park Street, Victoria, B.C.  
Parcel Identifier: 009-226-338  
Lot 5, Spring Ridge, Victoria City, Plan 205 ("**Lot 5**");
  7. 1218 North Park Street, Victoria, B.C.  
Parcel Identifier: 009-226-214  
Lot 9, Spring Ridge, Victoria City, Plan 205 ("**Lot 9**");
  8. 1220 North Park Street, Victoria, B.C.  
Parcel Identifier: 009-226-231  
Lot 8, Spring Ridge, Victoria City, Plan 205, Except Northerly 56 Feet Thereof ("**Lot 8**");
  9. 1219 Vining Street, Victoria, B.C.  
Parcel Identifier: 009-226-257  
The Northerly 56 Feet of Lot 8, Spring Ridge, Victoria City, Plan 205 ("**Lot 8 Portion**"); and
  10. 1226 North Park Street, Victoria, B.C.  
Parcel Identifier: 009-226-265  
Lot 7, Spring Ridge, Victoria City, Plan 205 ("**Lot 7**");
  11. Parcel Identifier: 009-851-844  
The North ½ of Section 54, Spring Ridge, Victoria City Except Parcel A (DD 59771) and Except That Part Shown Coloured Red on Plan Exhibited in Absolute Fees Parcel Book, Volume 8, Folio 653, Numbered 303C ("**North ½ Section 54**"); and
  12. Parcel Identifier: 009-851-909  
That Part of Section 54, Spring Ridge, Victoria City Shown Coloured Red on Plan Exhibited in Absolute Fees Parcel Book, Volume 8, Folio 653, Numbered 303C (the "**Section 54 Portion**").
- D. Lot 1, Lot 2, Amended Lot 12 and Amended Lot 10, are herein called the "**Board Exchange Lands**"; Lot A, Lot 5, Lot 9, Lot 8, the Lot 8 Portion and Lot 7 are herein called the "**Board Development Lands**"; and North ½ Section 54 and the Section 54 Portion are herein called the "**Greenway Encumbrance Lands**".
- E. The Board proposes to enter into the Caledonia Redevelopment Master Agreement (the "**Master Agreement**") with Capital Region Housing Corporation ("**CRHC**"), the Corporation of the City of Victoria (the "**City**") and Provincial Rental Housing Corporation ("**PRHC**") pursuant to which CRHC will build and operate an affordable housing development (the "**Development**") on lands owned by the Board and leased to CRHC, pursuant to the following proposed transactions as described in the Master Agreement:
1. the Board would grant the following encumbrances against the Board Lands (collectively, the "**Encumbrances**");

- (a) a housing agreement pursuant to section 483 of the Local Government Act, substantially in the form attached to the Master Agreement, encumbering the Board Development Lands (the “**Housing Agreement**”);
  - (b) a covenant under section 219 of the Land Title Act substantially in the form attached to the Master Agreement, encumbering the Board Development Lands (the “**Greenway Covenant**”);
  - (c) a covenant under section 219 of the Land Title Act substantially in the form attached to the Master Agreement, encumbering the Board Development Lands (the “**Gardens Covenant**”);
  - (d) a covenant under section 219 of the Land Title Act substantially in the form attached to the Master Agreement, encumbering the Board Development Lands (the “**Turnaround Covenant**”);
  - (e) a covenant under section 219 of the Land Title Act substantially in the form attached to the Master Agreement, encumbering the Board Development Lands (the “**Unit Mix and Accessibility Covenant**”);
  - (f) a statutory right-of-way for highway purposes substantially in the form attached to the Master Agreement, encumbering Amended Lot 12 as shown in Plan EPP103337, a reduced copy of which is attached to this Bylaw as Exhibit 1 (the “**Vining Highway SRW**”);
  - (g) a statutory right-of-way for highway purposes substantially in the form attached to the Master Agreement, encumbering Lot 4, Lot 5 and Lot 6 as shown on Plan EPP103224, a reduced copy of which is attached to this Bylaw as Exhibit 2 (the “**Grant Highway SRW**”); and
  - (h) a statutory right-of-way for greenway purposes substantially in the form attached to the Master Agreement, encumbering the Greenway Encumbrance Lands as shown in Plan EPP103223, a reduced copy of which is attached to this Bylaw as Exhibit 3 (the “**Greenway SRW**”);
2. PRHC would grant a statutory right-of-way for turnaround purposes substantially in the form attached to the Master Agreement, encumbering Lot 4 (defined below) as shown in Plan EPP103338, a reduced copy of which is attached to this Bylaw as Exhibit 4 (the “**Turnaround SRW**”);
3. the Board would enter into a land exchange agreement with the City substantially in the form attached to the Master Agreement (the “**Land Exchange Agreement**”), and pursuant to the Land Exchange Agreement the Board would transfer the Board Exchange Lands to the City in exchange (the “**Exchange**”) for the following lands and improvements (collectively, the “**City Exchange Lands**”):
- (a) 1235 Caledonia Avenue, Victoria, B.C.  
Parcel Identifier: 017-710-545  
Lot 18, Spring Ridge, Victoria City, Plan 205 (“**Lot 18**”);

- (b) 1230 Grant Street, Victoria, B.C.  
Parcel Identifier: 009-226-290  
Lot 6, Section 50, Spring Ridge, Victoria City, Plan 205 ("**Lot 6**"); and
  - (c) That portion of Vining Street having an area of approximately 277.5 square meters and that portion of North Park Street having an area of approximately 556.0 square meters labelled "Closed Road" in Reference Plan EPP88785, a reduced copy of which is attached to this Bylaw as Exhibit 5 (the "**Closed Roads**");
- 4. the Board would enter into a purchase contract with PRHC substantially in the form attached to the Master Agreement (the "**Purchase Contract**") pursuant to which PRHC will sell the following lands and improvements to the Board on the terms and conditions set out in the Purchase Contract (the "**Lot 4 Purchase**"):
 

1209 North Park Street, Victoria, B.C.  
PID: 005-002-443  
Lot 4, Spring Ridge, Victoria City, Plan 205 ("**Lot 4**");
- 5. the City would rezone (the "**Rezoning**") the Board Development Lands, Lot 4 and the City Exchange Lands (collectively, the "**Development Lands**") to permit the Development;
- 6. the Board would subdivide and consolidate the Development Lands (the "**Consolidation**") to form a single parcel owned by the Board as shown in reference plan EPP88786, a reduced copy of which is attached hereto as Exhibit 6 (the "**Proposed Consolidation Plan**");
- 7. the Board would grant a construction license substantially in the form attached to the Master Agreement (the "**License**") pursuant to which the Board would grant CRHC the right to construct the Development on the Development Lands for a license fee of \$4,300,000; and
- 8. the Board would enter into an offer to lease (the "**Offer to Lease**") and a lease (the "**Lease**"), each substantially in the form attached to the Master Agreement, pursuant to which the Board would offer to lease and lease the Development Lands to CRHC for sixty years for \$1.00.
- F. The Board is satisfied that it would be in the best interests of the Board to enter into the Master Agreement and pursuant to its obligations thereunder grant the Encumbrances, enter into the Land Exchange Agreement and complete the Exchange, enter into the Purchase Contract and complete the Lot 4 Purchase, complete the Rezoning and Consolidation of the Development Lands, grant the License, enter into the Offer to Lease and Lease and grant the Lease to CRHC (collectively, the "**Transactions**").
- G. The Board is satisfied that the granting of the Encumbrances will not interfere with the use by the Board of the Greenway Encumbrance Lands for educational purposes.

NOW THEREFORE be it resolved as a Bylaw of the Board that the Master Agreement and the Transactions be and are hereby authorized, ratified and approved.

BE IT FURTHER resolved that the Secretary-Treasurer be and is hereby authorized on behalf of the Board to execute and deliver the Master Agreement and all documents required to complete the Transactions including, without limitation, the Housing Agreement, the Greenway Covenant, the Gardens Covenant, the Turnaround Covenant, the Unit Mix and Accessibility Covenant, the Vining Highway SRW, the Grant Highway SRW, the Greenway SRW, the Land Exchange Agreement, the Purchase Contract, the Proposed Consolidation Plan, the License, the Offer to Lease and the Lease, and all such amendments thereto as the Secretary-Treasurer may, in her discretion, consider advisable, and all related and ancillary documents required to complete the Transactions.

This Bylaw may be cited as "School District No. 61 (Greater Victoria) Caledonia Covenant, Right-of-Way, Land Exchange, Property Acquisition and Lease Bylaw 2021".

Read a first time this \_\_\_\_ day of \_\_\_\_\_, 2021.

Read a second time this \_\_\_\_ day of \_\_\_\_\_, 2021.

Read a third time this \_\_\_\_ day of \_\_\_\_\_, 2021, and finally passed and adopted this \_\_\_\_ day of \_\_\_\_\_ 2021.

[OR if the Trustees unanimously agree to three readings at the same meeting, then:

Upon unanimous agreement of the Trustees of the Board in attendance, this Bylaw was read a third time on \_\_\_\_\_ 2021 and finally passed and adopted this \_\_\_\_ day of \_\_\_\_\_ 2021.]

\_\_\_\_\_  
Chairperson of the Board

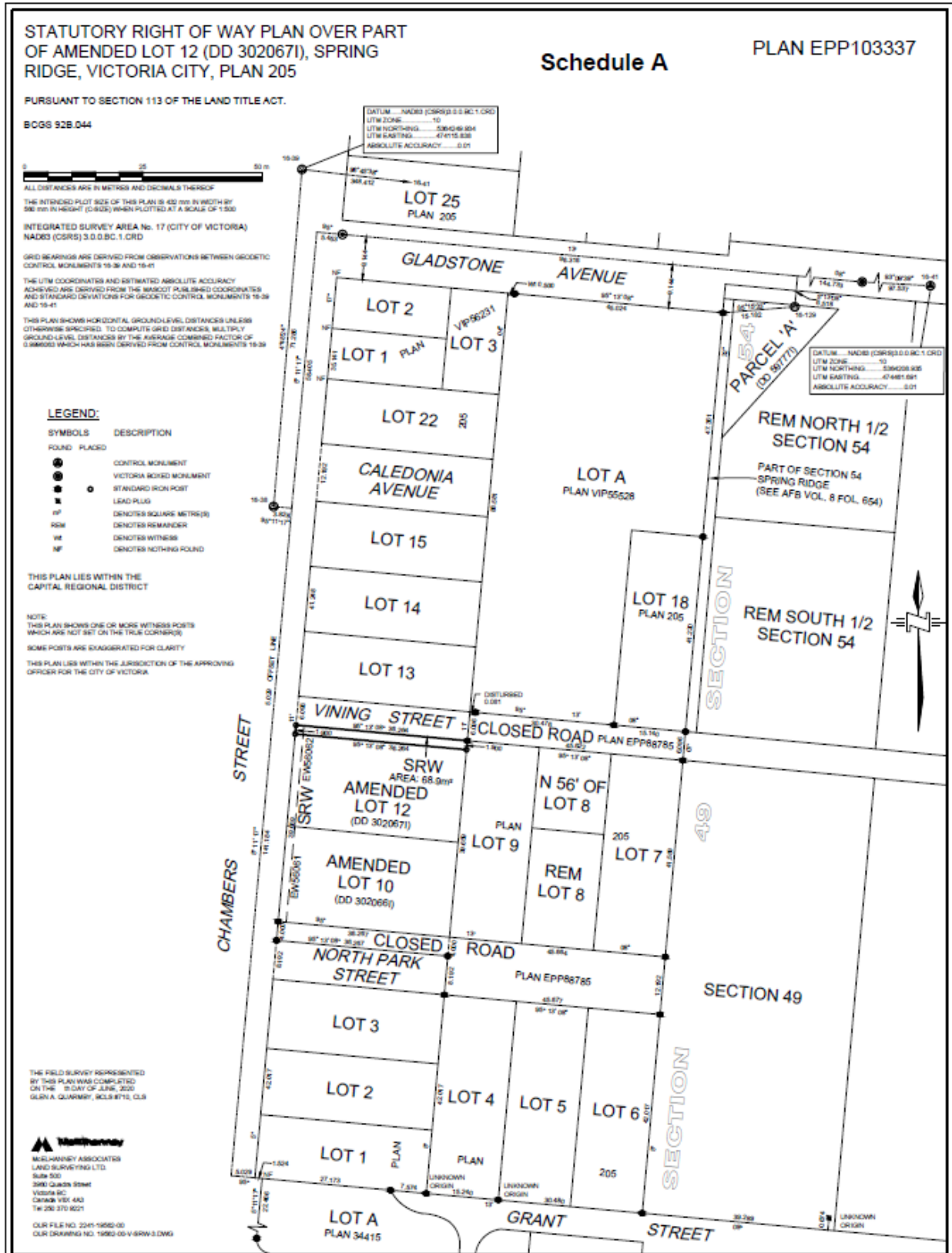
Corporate Seal

\_\_\_\_\_  
Secretary-Treasurer

I HEREBY CERTIFY this to be a true original of School District No. 61 (Greater Victoria) Caledonia Covenant, Right-of-Way, Land Exchange, Property Acquisition and Lease Bylaw, adopted by the Board the \_\_\_\_ day of \_\_\_\_\_ 2021.

\_\_\_\_\_  
Secretary-Treasurer

# EXHIBIT 1 VINING HIGHWAY SRW PLAN





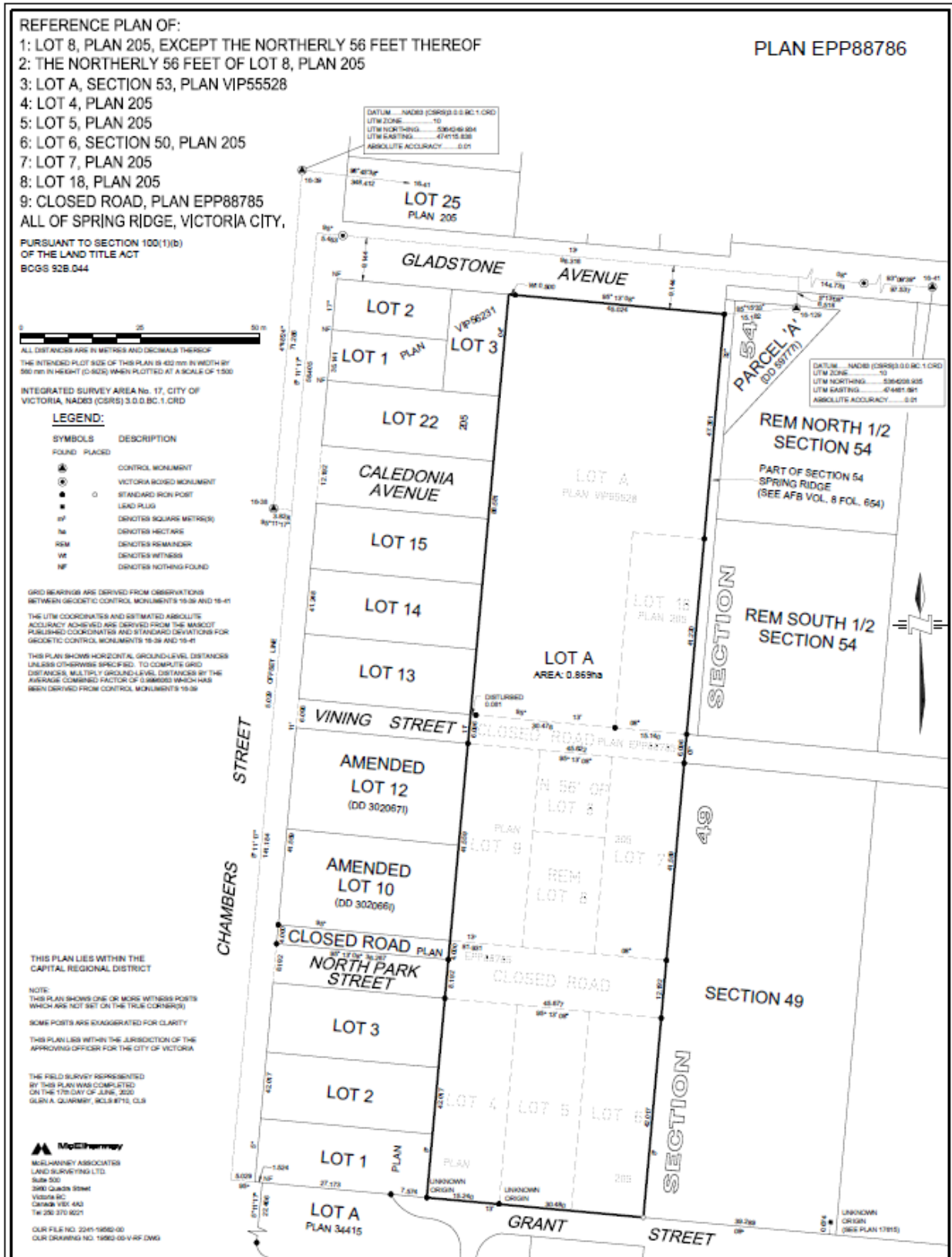
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## PLAN EPP88785

# EXHIBIT 6 PROPOSED CONSOLIDATION PLAN



**Board of Education of School District No. 61 (Greater Victoria)**

**Bylaw: Braefoot Elementary School Temporary Statutory Right of Way Gas Utility 2021**

**THAT** the Board grant a statutory right of way pursuant to section 218 of the *Land Title Act* at Braefoot Elementary School civically known as 1440 Harrop Road, Victoria BC V8P 2S6 and legally known as PID: 016-070-992, Lot 1 Section 32 Victoria District Plan 50533.

The Statutory Right of Way, in favour of FortisBC Energy, is required to excavate, construct, operate, maintain, repair, abandon, remove and replace a gas pipeline to service the parcel leased to the Council Scolaire Francophone De La Colombie-Brittannique for the term of the lease. The extent of the Statutory Right of Way area is shown in the attached Schedule A.

**THAT** the Board's signing officers execute the Statutory Right of Way agreement.

The installation of the works will have no adverse effect on the use of the site by the school district; or our ability to dispose of the site in the future.

READ A FIRST TIME THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

READ A SECOND TIME THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

READ A THIRD TIME, PASSED, AND ADOPTED THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

\_\_\_\_\_  
Chairperson of the Board

\_\_\_\_\_  
Secretary-Treasurer

**I HEREBY CERTIFY** this to be a true and original of School District No. 61 (Greater Victoria) Bylaw Braefoot Elementary School Temporary Statutory Right of Way Gas Utility 2021 adopted by the Board on the \_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Secretary-Treasurer



1. Application

**Alisa Corscadden, agent for FortisBC Energy Inc.**  
**16705 Fraser Hwy**  
**Surrey BC V4N 0E8**  
**604-576-7091**

File: D-VIC-151

2. Description of Land

PID/Plan Number	Legal Description
<b>016-070-992</b>	<b>LOT 1, SECTION 32, VICTORIA DISTRICT, PLAN 50533.</b>

3. Nature of Interest

Type	Number	Additional Information
<b>STATUTORY RIGHT OF WAY</b>		

4. Terms

Part 2 of this instrument consists of:

**(b) Express Charge Terms Annexed as Part 2**

5. Transferor(s)

**THE BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT NO.61 (GREATER VICTORIA)**

6. Transferee(s)

<b>FORTISBC ENERGY INC.</b> 16705 FRASER HWY SURREY BC V4N 0E8	BC1023718
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7. Additional or Modified Terms

8. Execution(s)

This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Witnessing Officer Signature

Execution Date

Transferor Signature(s)

\_\_\_\_\_

YYYY-MM-DD

**THE BOARD OF SCHOOL TRUSTEES  
OF SCHOOL DISTRICT NO.61  
(GREATER VICTORIA)**  
By their Authorized Signatory

\_\_\_\_\_  
**print name:**



\_\_\_\_\_  
**print name:**

**Officer Certification**

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

\_\_\_\_\_  
Witnessing Officer Signature

\_\_\_\_\_  
Execution Date

YYYY-MM-DD

\_\_\_\_\_  
Transferor Signature(s)

**FORTISBC ENERGY INC., Transferee**  
By their Authorized Signatory

**Officer Certification**

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

**Electronic Signature**

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

## **TERMS OF INSTRUMENT -- PART 2**

### **STATUTORY RIGHT OF WAY AGREEMENT**

#### **WHEREAS:**

- A. "Owner" means the party(ies) described as Transferor(s) in Form C - Part 1, item 5 hereto.
- B. "FortisBC Energy" means the party described as Transferee(s) in Form C - Part 1, item 6 hereto.
- C. "Land" means the land described in Form C - Part 1, item 2 hereto.
- D. The Owner is the registered owner or is entitled to become the registered owner of the Land.
- E. It is necessary for the operation and maintenance of FortisBC Energy's undertaking to obtain a statutory right of way through, under and across the Land.
- F. The Owner has agreed to grant to FortisBC Energy a statutory right of way on the terms contained herein.

#### **WITNESSES THAT:**

##### **1. GRANT OF RIGHTS TO FORTISBC ENERGY**

The Owner, in consideration of the sum of One Dollar (\$1.00) of the lawful money of Canada now paid by FortisBC Energy to the Owner (the receipt and sufficiency of which are hereby acknowledged), grants to FortisBC Energy, for so long as FortisBC Energy shall require it, a full, free and uninterrupted statutory right of way over the Land, for FortisBC Energy, its employees, contractors, agents, invitees and licensees at all times hereafter:

- (a) To excavate for, install, construct, operate, maintain, repair, abandon, remove and replace one or more underground pipelines of any kind or dimension on the Land with any aboveground or underground valves, structures, meters and other appliances and fittings, and devices for controlling corrosion, all for use in connection with such pipeline(s), for the distribution of gas (the "Works");
- (b) To clear such portion or portions of the Land being a strip not more than 3.0 metres in perpendicular width (the "Area of Works") which contains the Works and is approximately delineated in a dotted outline on the sketch plan attached hereto as Schedule "A" and keep it cleared of any trees or other vegetation, buildings, structures, foundations, improvements or obstructions which, in the opinion of FortisBC Energy, may interfere with any of the rights granted to FortisBC Energy herein. Upon completion of the initial excavation, installation and construction of the Works on the Land, should the Owner so choose, the rights granted to FortisBC Energy under this sub-paragraph may be restricted to a portion of the Land approved by FortisBC Energy, which contains the Works (the

"Right of Way Area") to be defined by a survey made by a British Columbia land surveyor and delineated by a statutory right of way plan to be filed at the appropriate Land Title Office. The preparation and registration of said statutory right of way plan to be at the sole cost of the Owner;

- (c) To use such portion of the Land adjacent to the Area of Works as may be, from time to time, reasonably required, in the opinion of FortisBC Energy, in connection with the excavation for, installation, construction, operation, maintenance, repair, removal and replacement, of the Works or any part thereof;
- (d) Generally to do all acts reasonably necessary or incidental to the foregoing or to the business of FortisBC Energy.

## **2. DUTIES OF THE OWNER**

The Owner covenants and agrees with FortisBC Energy:

- (a) Not to do or knowingly permit to be done anything which may, in the opinion of FortisBC Energy, interfere with or injure the Works or impair the operating efficiency of the Works or create any hazard. Such acts include, but are not limited to, the acts referred to in this paragraph 2;
- (b) Not to store or use any inflammable substance or to burn or permit the burning of anything on the Area or Works;
- (c) Not to make, place, erect, operate, use or maintain upon the Area of Works any building, structure, foundation, pavement, excavation, well, culvert, swimming pool, open drain or ditch, pond, pile of material, obstruction, equipment or thing, or to plant any vegetation which, in the reasonable opinion of FortisBC Energy, may:
  - (i) interfere with or endanger the Works or the installation, construction, operation, maintenance, repair, removal, or replacement of the Works; or
  - (ii) obstruct access by FortisBC Energy's employees, contractors, agents, invitees or licensees to the Works; or
  - (iii) create any hazard by its operation, use, maintenance or existence on the Land;
- (d) Subject to subparagraph 2(c), not to cultivate the Land inside the Area of Works to a depth of more than thirty (30) centimetres; and
- (e) Not to add or remove ground cover over the Works or carry out blasting on or next to the Area of Works without the prior written consent of FortisBC Energy and if such consent is granted, only in accordance with the written requirements of FortisBC Energy.

## **3. DUTIES OF FORTISBC ENERGY**

FortisBC Energy covenants and agrees with the Owner:



- (a) To pay compensation to the Owner for any damage caused by FortisBC Energy to the Owner's buildings, structures, livestock and vegetation on the Land as a result of FortisBC Energy's exercise of any of its rights under this Agreement (the "Damage"); provided that there is no negligence or wilful misconduct on the part of the Owner;
- (b) To pay all fees and other charges which may be levied by the Crown against any timber that FortisBC Energy cuts on the Land;
- (c) To pay compensation to the Owner for all merchantable timber cut or damaged on the Land by FortisBC Energy in the exercise of any of its rights under this Agreement; and
- (d) That it shall, as soon as weather and soil conditions permit and where practicable to do so, bury and maintain any underground Works so the Works do not interfere with the drainage of the Land; and
- (e) Not to install, construct, operate, maintain, repair, abandon, remove or replace any Works on the Land other than those Works located or to be located within the Area of Works as shown on the attached Schedule "A" unless prior written consent of the Owner has first been received by FortisBC Energy. Such consent shall not be unreasonably withheld by the Owner.

#### **4.0 AGREEMENTS BETWEEN THE OWNER AND FORTISBC ENERGY**

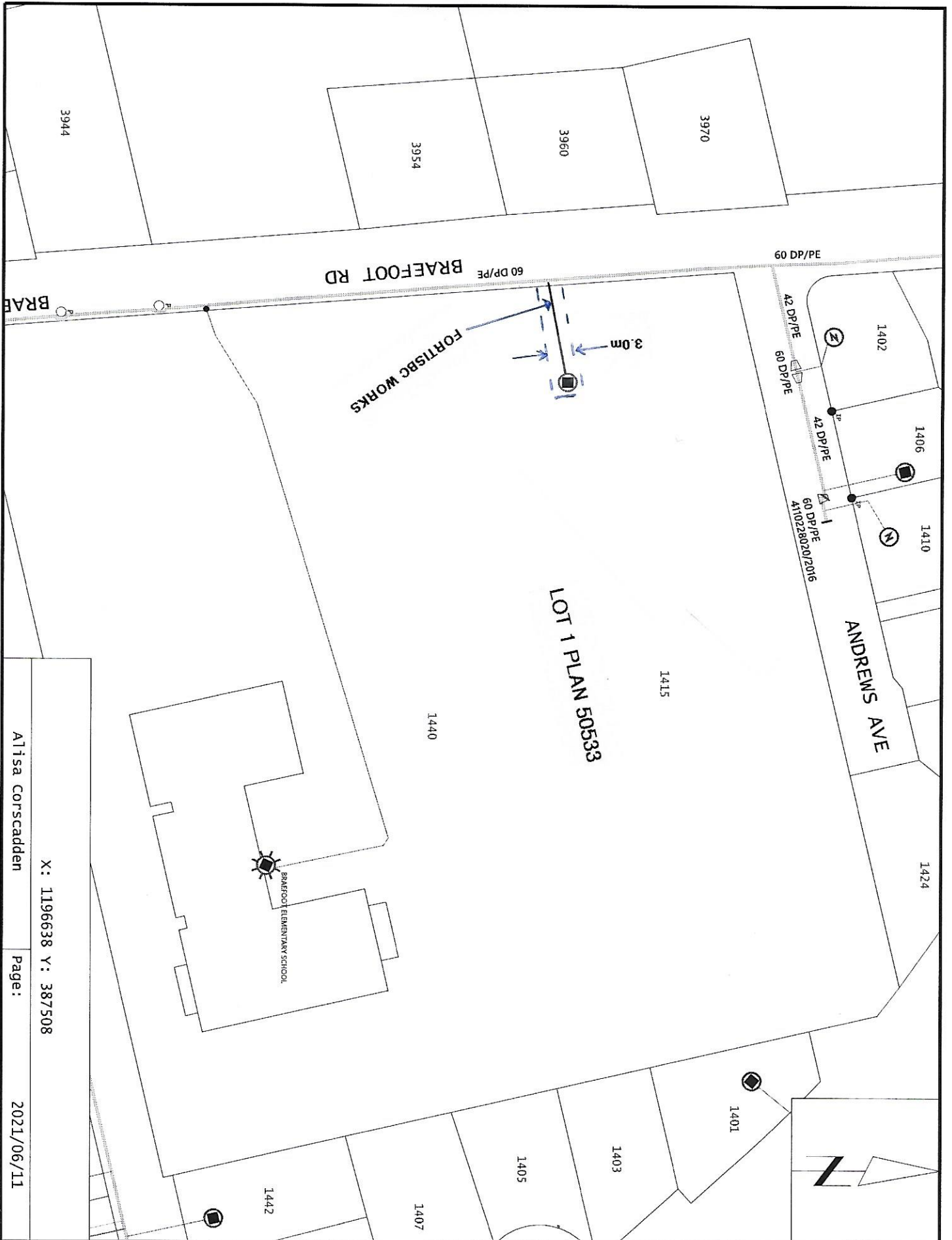
The Owner and FortisBC Energy covenant and agree that:

- (a) Upon completion of the initial excavation, installation and construction of the Works on the Land, the Owner may cause a survey of the Right of Way Area to be made and shall then make application for registration of a statutory right of way plan in the appropriate Land Title Office and such plan shall fully define the Right of Way Area. Upon registration of the plan in the Land Title Office, FortisBC Energy will ensure that the Land, excluding the Right of Way Area, shall be released, except for ancillary rights, from the rights granted under this Agreement. The Owner agrees to submit this plan to FortisBC Energy for examination and approval prior to registration in the Land Title Office;
- (b) The amount of any compensation for Damage caused by FortisBC Energy and payable under paragraph 3 herein shall be mutually agreed upon between the Owner and FortisBC Energy but failing such agreement, shall be settled by arbitration pursuant to the Arbitration Act of British Columbia before a single arbitrator. No compensation shall be payable by FortisBC Energy to the Owner for any Damage for which compensation has already been paid;
- (c) The covenants of the Owner contained herein will be personal and binding only during its ownership of the Land;
- (d) This Agreement shall be construed as running with the Land but no part of the fee of the soil shall pass to FortisBC Energy by this Agreement;

- (e) Subject to subparagraph 4(f) and notwithstanding any rule of law or equity to the contrary, the Works shall remain the property of FortisBC Energy who may remove them in whole or in part;
- (f) If the Owner provides written notice to FortisBC Energy that that Works are no longer required by the Owner, and FortisBC Energy abandons the Works, FortisBC Energy may, at its option, leave the Works, or any part thereof on the Lands, and FortisBC Energy shall discharge this Agreement from the title to the Land or a portion thereof, upon request by the Owner. Upon discharge of the rights granted to FortisBC Energy by this Agreement any abandoned Works shall belong to the Owner;
- (g) The provisions hereof are severable and if any of them should be found to be void or unenforceable at law, the remaining provisions shall not be affected thereby;
- (h) The expressions "Owner" and "FortisBC Energy" shall include, and this Agreement shall enure to the benefit of and be binding upon, the executors, administrators, successors and legal assigns of the Owner and FortisBC Energy;
- (i) Where the expression "Owner" includes more than one person, all of the covenants granted by the Owner in this Agreement shall be construed as being several as well as joint;
- (j) Nothing contained herein shall diminish or otherwise interfere with rights enjoyed by FortisBC Energy by statute or otherwise;
- (k) Wherever the singular or the masculine is used in this Agreement, the same shall be construed as meaning the plural or the feminine or body corporate or politic where the context so requires or the parties so require; and

In witness whereof the parties acknowledge that this Agreement has been duly executed and delivered by the parties executing Forms C and D.

# SCHEDULE A





June 18, 2021

Ref: 248200

Kim Morris, Secretary-Treasurer  
Board of Education  
School District No. 61 (Greater Victoria)  
**Email: [kmorris@sd61.bc.ca](mailto:kmorris@sd61.bc.ca)**

Dear Kim Morris:

Please be advised that your District's request to enter into a financial loan agreement with the Canada Infrastructure Bank to borrow \$194,000 to assist in the purchase of four (4) e-buses in the 2021/22 fiscal year is approved by the Minister of Education, as required under section 144(1) of the [School Act](#).

As required under section 143(1) of the *School Act*, please email a copy of your board approved Capital Bylaw for your 2021/22 Capital Plan Response Letter to Director of Programs [Michael Nyikes](#) for internal tracking purposes

Thank you.

Sincerely,

Reg Bawa  
Assistant Deputy Minister, Resource Management Division

pc: Capital management Branch  
Michael Nyikes, Director, Capital Management Branch  
Ian Aaron, Director, Funding and Financial Accountability Branch