



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

**Special Open Board Meeting**

**AGENDA**

**Broadcasted via YouTube <https://bit.ly/3czx8bA>**

**Tuesday, October 1, 2024, 7:30 p.m.**

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**A. COMMENCEMENT OF MEETING**

This meeting is being audio and video recorded. The video can be viewed on the District website.

**A.1. 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.*

**A.2. Approval of the Agenda**

Recommended Motion:

That the October 1, 2024 agenda be approved.

**A.3. Community Presentations (5 minutes per presentation)**

**B. CORRESPONDENCE**

**B.1. September 22, 2024 VCPAC Letter to the Board**

**C. TRUSTEE REPORTS**

**C.1. Chair's Report**

- a. Chair's Report

**D. DISTRICT LEADERSHIP TEAM REPORTS**

**D.1. Secretary-Treasurer's Report**

- a. 1211 Gladstone – Statutory Right-of-Way for FortisBC Energy

Recommended Motion:

That the Board of Education of School District No. 61 (Greater Victoria) approve granting a Statutory Right-of-Way to FortisBC Energy in respect of civil infrastructure associated with the distribution of gas by FortisBC Energy and related works on such portion of the Property shown in bold outline on Explanatory Plan EPP140972 on the Caledonia Redevelopment property beside Victoria High School legally described as PID: 031-731-848, Lot A, Sections 50 and 53 Spring Ridge, Victoria City, District Plan EPP88786.

**Recommended Motion:**

That the Board of Education of School District No. 61 (Greater Victoria) agree to give all three readings of the Caledonia Gas Distribution Disposal (Right-of-Way) of Real Property Bylaw 25-01.

**Recommended Motion:**

That the Board of Education of School District No. 61 (Greater Victoria) Caledonia Gas Distribution Disposal (Right-of-Way) of Real Property Bylaw 25-01, being a bylaw to grant a Statutory Right-of-Way to FortisBC Energy on such portion of the Property shown in bold outline on Explanatory Plan EPP140972 on the Caledonia Redevelopment property beside Victoria High School legally described as PID: 031-731-848, Lot A, Sections 50 and 53 Spring Ridge, Victoria City, District Plan EPP88786 in respect of civil infrastructure associated with the distribution of gas by FortisBC Energy and related works:

Read a first time this 1st day of October, 2024;

Read a second time this 1st day of October, 2024;

Read a third time, passed and adopted this 1st day of October, 2024;

and that the Secretary-Treasurer and the Board Chair be authorized to execute and seal this bylaw on behalf of the Board.

**E. QUESTION PERIOD (15 minutes total)**

**F. PUBLIC DISCLOSURE OF IN-CAMERA ITEMS**

**F.1. Record of In-Camera Board of Education Meeting – June 17, 2024**

**F.2. Record of Special In-Camera Board of Education Meeting - June 17, 2024**

**F.3. Record of Special In-Camera Board of Education Meeting - June 25, 2024**

**F.4. Record of Special In-Camera Board of Education Meeting – July 3, 2024**

**F.5. Record of Special In-Camera Board of Education Meeting – August 12, 2024**

**F.6. Record of Special In-Camera Board of Education Meeting – August 14, 2024**

**F.7. Record of Special In-Camera Board of Education Meeting – September 16, 2024**

**F.8. Record of Special In-Camera Board of Education Meeting – September 19, 2024**

**Moved by** Trustee Duncan

**Seconded by** Trustee David

That the Board of Education of School District No.61 (Greater Victoria) direct the Superintendent to work with the Board Chair to respond to the 19 August 2024 letter from Minister Singh; AND FURTHER to send a written invitation to the Victoria & Esquimalt Police, Oak Bay Police, Saanich Police, and the RCMP (and their respective Boards) to meet with the Greater Victoria School District to discuss the safety plan as outlined in the Ministerial Order M339.

**Motion Carried Unanimously**

## **G. NEW BUSINESS/NOTICE OF MOTIONS**

### **G.1. New Business**

#### **a. Equity and Inclusion Policies**

That the Board of Education of School District No. 61 (Greater Victoria) direct the Superintendent:

1. To propose amendments to Policy 110 (Equity), Policy 5147 (Inclusion of Students with Special Needs) and any other relevant policy to ensure that each states that the educational opportunities, student experiences and student supports across schools and programs of choice will not be substantially different, as demonstrated by both key performance indicators and the direct experiences of those within schools, including students, parents, teachers and support staff; and
2. To establish a Working Committee prior to the end of November 2024 of Rightsholders and educational partners, pursuant to Policy 9210 (The Development of Policy), with the mandate to review and make recommendations regarding the proposed amendments, which will be then forwarded to the Education Policy and Directions Committee on December 2, 2024; and
3. To report to the Working Committee and the Education Policy and Directions Committee on December 2, 2024 via a written report, which relevant data are currently tracked within the school district's systems, and which data should be tracked with policy and/or regulation changes by the Board of Education of School District No. 61; and
4. To work with School District Rightsholders and educational partners to draft and bring forward amendments to the Equity Ad Hoc Committee Terms of Reference to ensure the successful implementation of School District No. 61 policies as they relate to equity and inclusion;

AND FURTHER

That the Board continues to advocate to the Province for additional resources and supports to ensure the successful implementation of the Equity and Inclusion Policies.

#### **b. Freedom of Information Requests to Police Departments**

That the Board of Education of School District No. 61 (Greater Victoria) direct the Chair to submit formal requests for information under the Freedom of Information and Protection of Privacy Act to Police Departments and Police Boards serving the SD61 school community that have not yet responded to requests for the following information:

- A. any and all data pertaining to gang recruitment or other criminal activity involving youth, between 2015 to date
- B. any and all data pertaining to police call outs to each SD61 school (broken down by each school) within each Police Department's jurisdiction, between 2015 to date
- C. a copy of any and all Police policies and procedures related to vulnerable populations (including Youth).

### **G.2. Notice of Motions**

## **H. ADJOURNMENT**

Recommended Motion:

That the meeting be adjourned.



VICTORIA  
CONFEDERATION  
OF  
PARENT ADVISORY COUNCILS  
556 BOLESKINE ROAD, VICTORIA, BC V8W 2R1  
TELEPHONE (250) 475 4193  
WWW.VCPAC.CA

September 22, 2024

## RE: Ensuring Equitable And Inclusive Learning Environments

Dear School District 61 Trustees,

On behalf of the Victoria Confederation of Parent Advisory Councils (VCPAC) Executive, I am writing with significant concerns about the disparities that exist between schools and within schools in providing access to learning environments that are both inclusive and equitable. Further, I am writing to request that the Board take immediate action to improve the tracking of key performance indicators in order to improve educational opportunities, student experiences and student outcomes.

VCPAC is in the final stages of reviewing an engagement opportunity sent out to all parents, teachers and support staff within the district in June of this year. While we will provide a fulsome update in the near future, common themes emerging include concerns about student-to-student and student-to-teacher incidents in the classroom, lack of resources to support the school district's inclusion policy (such as EAs and counselling staff), and unequal student experiences and access to quality education across schools and programs of choice.

To better understand these themes, VCPAC is also in receipt of a partial Freedom of Information response regarding the district's tracking of student-to-student incidents in elementary schools across the district. The little data that have been received indicates that **"there is no consistency of how each school tracks [student-to-student incidents] (some schools do not track at all); nor are there specific criteria in place on how to track this information..."** Further, of the actual data regarding student-to-student incidents in 2023/2024, George Jay Elementary School, a priority school with both English and French streams, **had 634 student-to-student incidents**. This means that George Jay Elementary last year averaged over three incidents daily, worthy of documenting.

Further to the engagement opportunity and the response to the Freedom of Information request, we also understand from talking with numerous teachers that the impact of student-to-student and student-to-teacher incidents in the classroom can be significantly disruptive (sometimes resulting in classroom evacuations that impact students' learning and sense of wellbeing at school), and are incredibly stressful on teachers and support staff. Unsurprisingly, we are aware of staff on leave as a result of unmet needs in their classrooms.

VCPAC believes that the responses to its June survey and the spirit behind the Freedom of Information request closely align with the questions asked by trustees during last Monday's Operations Policy and Planning Committee meeting regarding the tracking of meaningful data on student-to-student incidents. Moreover, VCPAC believes that parent input and better tracking of student-to-student incidents, among other things, will support a better understanding of 'holistic' safety as outlined in the Board's open letter to the Province published last week.

**VCPAC urges the School Board to take the steps necessary to better understand and address the disparities that may exist between schools and within schools, particularly in dual stream priority schools, to ensure all students and families can expect equitable and inclusive learning environments regardless of catchment or program of choice in which they enrol.**

This could include, but is not limited to, (1) creating an ad hoc committee made up school district partners and those with lived experience to examine issues related to ensuring both equitable and inclusive learning environments (and in particular to review and update outdated district policies, programs and resource allocations that may hinder these efforts), (2) directing staff to bring forward updated policies for approval before the end of the calendar year to ensure that all student-to-student incidents, and other key performance indicators, are consistently documented across all schools (and



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programs of choice) and regularly reported to the Board, and (3) continuing to advocate for additional resources from external sources to support advancement of meaningful solutions to these issues.

Doing so would help the Board, administration and district partners better understand trends from year to year, across schools and across programs of choice, and allocate limited resources to ensure both equitable and inclusive access to quality educational opportunities for all students.

Sincerely,

Braden Hutchins  
President  
Victoria Confederation of Parent Advisory Councils (VCPAC)  
president@vcpac.ca

# Office of the Secretary-Treasurer

School District No. 61 (Greater Victoria)  
556 Boleskine Road, Victoria, BC V8Z 1E8  
Phone (250) 475-4106 Fax (250) 475-4112

*Katrina Stride – Secretary-Treasurer*

**TO:** The Board of Education

**FROM:** Katrina Stride, Secretary-Treasurer

**DATE:** October 1, 2024

**RE:** **1211 Gladstone – Statutory Right-of-Way for FortisBC Energy**

## Background

A statutory right-of-way (SRW) is required for the land legally described as PID: 031-731-848, Lot A Sections 50 and 53 Spring Ridge Victoria City District Plan EPP88786, otherwise known as the Caledonia Redevelopment property beside Victoria High School. The SRW is in respect of civil infrastructure associated with the distribution of gas by FortisBC Energy and related works on the portion of the property shown in bold outline on Explanatory Plan EPP140972.

## Ministerial Orders, Policies and Regulations

Policy and Regulation 7110 Disposal of Real Property has been considered. The policy and regulation state that SRWs, also referred to as easements, are not subject to this policy and regulation.

Ministerial Order M193/08 Disposal of Land or Improvements Order does not apply to situations where there is a transfer of interest in a board property, such as SRWs and easements, which may be registered as a charge on title of the property. Ministerial approval is not required.

## Process

The granting of an SRW or easement is a grant of an interest in land. The Board will need to pass and adopt a disposal (right-of-way) bylaw as the granting of the SRW is considered a disposal of land.

## Recommended Motions

The following motions are recommended:

That the Board of Education of School District No. 61 (Greater Victoria) approve granting a Statutory Right-of-Way to FortisBC Energy in respect of civil infrastructure associated with the distribution of gas by FortisBC Energy and related works on such portion of the Property shown in bold outline on Explanatory Plan EPP140972 on the Caledonia Redevelopment property beside Victoria High School legally described as PID: 031-731-848, Lot A, Sections 50 and 53 Spring Ridge, Victoria City, District Plan EPP88786.

*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.*

That the Board of Education of School District No. 61 (Greater Victoria) agree to give all three readings of the Caledonia Gas Distribution Disposal (Right-of-Way) of Real Property Bylaw 25-01.

That the Board of Education of School District No. 61 (Greater Victoria) Caledonia Gas Distribution Disposal (Right-of-Way) of Real Property Bylaw 25-01, being a bylaw to grant a Statutory Right-of-Way to FortisBC Energy on such portion of the Property shown in bold outline on Explanatory Plan EPP140972 on the Caledonia Redevelopment property beside Victoria High School legally described as PID: 031-731-848, Lot A, Sections 50 and 53 Spring Ridge, Victoria City, District Plan EPP88786 in respect of civil infrastructure associated with the distribution of gas by FortisBC Energy and related works:

Read a first time this 1st day of October, 2024;

Read a second time this 1st day of October, 2024;

Read a third time, passed and adopted this 1st day of October, 2024;

and that the Secretary-Treasurer and the Board Chair be authorized to execute and seal this bylaw on behalf of the Board.

## Supporting Documents

Caledonia Gas Distribution Disposal (Right-of-Way) Bylaw 25-01  
Terms of Instrument – Part 2 – Statutory Right of Way Agreement  
Form C Land Title Act Charge  
Explanatory Plan EPP140972

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

**CALEDONIA GAS DISTRIBUTION  
DISPOSAL (RIGHT-OF-WAY) OF REAL PROPERTY BYLAW 25-01**

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

AND WHEREAS the *Interpretation Act* (British Columbia) defines the word “dispose” to mean to transfer by any method and includes, among other things, grant and charge;

AND WHEREAS the Minister issued Order M193/08 (Disposal of Land or Improvements Order) effective September 3, 2008 requiring fee simple sales and leases of land or improvements for a term of ten (10) years or more to be specifically approved by the Minister, unless the transferee is an independent school or another school board;

AND WHEREAS a disposal of land or improvements by way of a grant of a statutory right of way does not require approval from the Minister pursuant to Order M193/08 (Disposal of Land or Improvements Order);

AND WHEREAS Section 65(5) of the *School Act* (British Columbia) requires a board of education to exercise a power with respect to the acquisition or disposal of property owned or administered by the board of education only by bylaw;

AND WHEREAS:

- (a) The Board of Education of School District No. 61 (Greater Victoria) (the “**Board**”) is the owner of those certain lands and premises with a civic address of 1211 Gladstone Avenue, Victoria, British Columbia and legally described as Parcel Identifier: 031-731-848, Lot A Sections 50 and 53 Spring Ridge Victoria City District Plan EPP88786 (the “**Property**”).
- (b) FortisBC Energy Inc. (“**FortisBC**”) has asked the Board to grant to FortisBC a statutory right of way (the “**Right of Way**”) in respect of civil infrastructure associated with the distribution of gas by FortisBC and related works (collectively, the “**Works**”) on such portion of the Property shown in bold outline on Explanatory Plan EPP140972, a reduced copy of which is attached as Schedule A hereto.

NOW THEREFORE be it resolved as a Bylaw of the Board that the Right of Way is and be hereby authorized and approved, and the Board enter into the Right of Way and grant the Right of Way to FortisBC in the form settled by the Board and FortisBC, subject to amendments as the Secretary-Treasurer may, in her discretion, consider advisable, and register the Right of Way against title to the Property at the Land Title Office.



BE IT FURTHER resolved as a Bylaw of the Board that the Secretary-Treasurer be and is hereby authorized, on behalf of the Board, to execute and deliver the Right of Way in the form settled by the Board and FortisBC, subject to amendments as the Secretary-Treasurer may, in her discretion, consider advisable, as witnessed by the signature of the Secretary-Treasurer.

This Bylaw may be cited as “School District No. 61 (Greater Victoria) Caledonia Gas Distribution Disposal (Right-of-Way) of Real Property Bylaw 25-01”.

Read a first time this 1st day of October, 2024.

Read a second time this 1st day of October, 2024.

Upon unanimous agreement of the Trustees of the Board in attendance, this Bylaw was read a third and final time on the 1st day of October, 2024, and finally passed and adopted this 1st day of October, 2024.

Corporate Seal

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Chairperson of the Board

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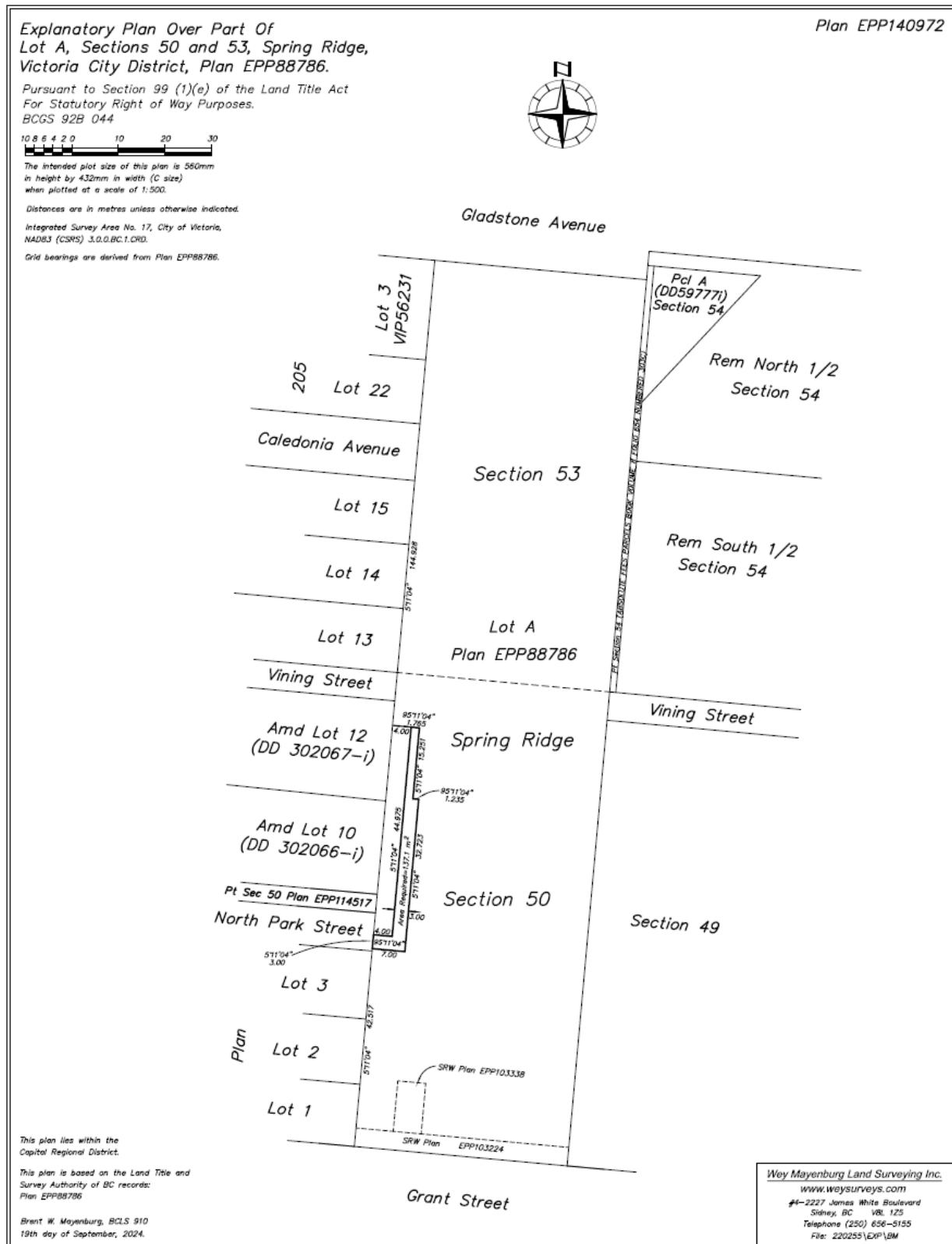
Secretary-Treasurer

I HEREBY CERTIFY this to be a true and original “School District No. 61 (Greater Victoria) Caledonia Gas Distribution Right-of-Way Bylaw 25-01” adopted by the Board this 1st day of October, 2024.

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Secretary-Treasurer

**SCHEDULE A**  
**EXPLANATORY PLAN EPP140972**



## 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 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") upon ~~that portion of the Land shown in heavy black outline on Plan EPP~~ *that portion of shown in heavy black outline on Plan EPP 140972 (the "Right of Way Area")*
- (b) To clear the Right of Way Area and keep it cleared of any trees or other vegetation, buildings, structures, foundations, pavement, improvements or obstructions which, in the opinion of FortisBC Energy, may interfere with any of the rights granted to FortisBC Energy herein;

- (c) To install, maintain and use gates in all fences which now or hereafter shall cross the Right of Way Area;
- (d) To install marking posts with warning signs attached to mark the location of the Works; and
- (e) Generally to do all acts necessary or incidental to the foregoing or to the business of FortisBC Energy.

## 2. ANCILLARY RIGHTS

The Owner grants to FortisBC Energy and its employees, contractors, agents, invitees and licensees as rights ancillary to and for the duration of the statutory right of way and rights granted herein:

- X (a) The right to enter upon and pass and repass over the Land, with or without vehicles, supplies, machinery or equipment, as may be, from time to time, reasonably required, in the opinion of FortisBC Energy, for the purposes of access to and from the Right of Way Area or any part thereof, or for the exercise and enjoyment of the rights granted in paragraph 1 hereof; and *such portion of adjacent to the Right of Way Area as may be, from time to time, reasonably required, in the opinion of FortisBC Energy*
- (b) The right to use such portion of the Land adjacent to the Right of Way Area as may be, from time to time, reasonably required in the opinion of FortisBC Energy, for any uses or purposes reasonably ancillary to those permitted by paragraph 1 hereof.

## 3. 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 3;
- (b) Not to store or use any inflammable substance or to burn or permit the burning of anything on the Right of Way Area;
- (c) Not to make, place, erect, operate, use or maintain upon the Right of Way Area 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 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 Right of Way Area;
- (d) Subject to subparagraph 3(c), not to cultivate the Land inside the Right of Way Area 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 Right of Way Area without the prior written consent of FortisBC Energy and, if such consent is granted, only in accordance with the written requirements of FortisBC Energy.

#### **4. 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.
- (e) FortisBC Energy shall indemnify and save harmless the Owner, its elected officials, officers, employees, guests, agents and any other person for whom in law they are responsible, from and against any and all claims, actions, liabilities, losses, charges, damages, costs and expenses whatsoever, occasioned to, or suffered by, or imposed upon the Owner as a result of claims made by third parties in respect of any injury or death to any person or animal, or damage to property in connection with, or arising out of the laying down, construction, operation, maintenance, inspection, removal, replacement, reconstruction or repair of the Works, except to the extent any damage, injury or death was caused, or contributed to, by the

negligent acts or omissions or willful misconduct of the Owner and excluding special, indirect or consequential loss or damage including, without limitation, loss of revenue or profit or loss due to business interruption.

5. **AGREEMENTS BETWEEN THE OWNER AND FORTISBC ENERGY**

The Owner and FortisBC Energy covenant and agree that:

- (a) The amount of any compensation for Damage caused by FortisBC Energy and payable under paragraph 4 herein shall be mutually agreed upon between the Owner and FortisBC Energy but failing such agreement, shall be settled by arbitration pursuant to the Commercial 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;
- (b) FortisBC Energy has ownership of all timber cut on the Land by FortisBC Energy in the exercise of its rights under this Agreement;
- (c) 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;
- (d) Subject to subparagraph 5(e) 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;
- (e) If FortisBC Energy abandons the Works, it may, at its option, leave the Works, or any part thereof, and FortisBC Energy shall release the rights granted by this Agreement. Upon the release of the rights granted to FortisBC Energy by this Agreement any abandoned Works shall belong to the Owner;
- (f) 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;
- (g) 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;
- (h) 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;

- (i) Nothing contained herein shall diminish or otherwise interfere with rights enjoyed by FortisBC Energy by statute or otherwise; and
- (j) 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.

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

END OF DOCUMENT

## Charge

General Instrument – Part 1

## 1. Application

**Morgan Jones, agent for FortisBC Energy Inc.**  
**16705 Fraser Highway**  
**Surrey BC V4N 0E8**  
**604-576-7321**

D-VIC-172

## 2. Description of Land

PID/Plan Number

Legal Description

**031-731-848****LOT A SECTIONS 50 AND 53 SPRING RIDGE VICTORIA CITY DISTRICT PLAN EPP88786**

## 3. Nature of Interest

Type

Number

Additional Information

**STATUTORY RIGHT OF WAY**

## 4. Terms

Part 2 of this instrument consists of:

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

## 5. Transferor(s)

**THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 61 (GREATER VICTORIA)****CAPITAL REGION HOUSING CORPORATION, LEASEHOLDER OF DOCUMENT CB21216**

## 6. Transferee(s)

**FORTISBC ENERGY INC.**  
**16705 FRASER HIGHWAY**  
**SURREY BC V4N 0E8**

BC1023718

## 7. Additional or Modified Terms



## 8. Execution(s)

This instrument creates, assigns, modifies, enlarges 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 / Transferee / Party Signature(s)

---

YYYY-MM-DD

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

By their Authorized Signatory

---

**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

Transferor / Transferee / Party Signature(s)

---

YYYY-MM-DD

**CAPITAL REGION HOUSING  
CORPORATION, LEASEHOLDER OF  
DOCUMENT CB21216**

By their Authorized Signatory

---

**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

Transferor / Transferee / Party Signature(s)

---

YYYY-MM-DD

**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.

## Charge

General Instrument – Part 1

### 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 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") upon that portion of the Land shown in heavy black outline on Plan EPP140972 (the "Right of Way Area");
- (b) To clear the Right of Way Area and keep it cleared of any trees or other vegetation, buildings, structures, foundations, pavement, improvements or obstructions which, in the opinion of FortisBC Energy, may interfere with any of the rights granted to FortisBC Energy herein;

- (c) To install, maintain and use gates in all fences which now or hereafter shall cross the Right of Way Area;
- (d) To install marking posts with warning signs attached to mark the location of the Works; and
- (e) Generally to do all acts necessary or incidental to the foregoing or to the business of FortisBC Energy.

## **2. ANCILLARY RIGHTS**

The Owner grants to FortisBC Energy and its employees, contractors, agents, invitees and licensees as rights ancillary to and for the duration of the statutory right of way and rights granted herein:

- (a) The right to enter upon and pass and repass over the Land, with or without vehicles, supplies, machinery or equipment, as may be, from time to time, reasonably required, in the opinion of FortisBC Energy, for the purposes of access to and from the Right of Way Area or any part thereof, or for the exercise and enjoyment of the rights granted in paragraph 1 hereof; and
- (b) The right to use such portion of the Land adjacent to the Right of Way Area as may be, from time to time, reasonably required in the opinion of FortisBC Energy, for any uses or purposes reasonably ancillary to those permitted by paragraph 1 hereof.

## **3. 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 3;
- (b) Not to store or use any inflammable substance or to burn or permit the burning of anything on the Right of Way Area;
- (c) Not to make, place, erect, operate, use or maintain upon the Right of Way Area 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 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 Right of Way Area;
- (d) Subject to subparagraph 3(c), not to cultivate the Land inside the Right of Way Area 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 Right of Way Area without the prior written consent of FortisBC Energy and, if such consent is granted, only in accordance with the written requirements of FortisBC Energy.

#### **4. 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.
- (e) FortisBC Energy shall indemnify and save harmless the Owner, its elected officials, officers, employees, guests, agents and any other person for whom in law they are responsible, from and against any and all claims, actions, liabilities, losses, charges, damages, costs and expenses whatsoever, occasioned to, or suffered by, or imposed upon the Owner as a result of claims made by third parties in respect of any injury or death to any person or animal, or damage to property in connection with, or arising out of the laying down, construction, operation, maintenance, inspection, removal, replacement, reconstruction or repair of the Works, except to the extent any damage, injury or death was caused, or contributed to, by the

negligent acts or omissions or willful misconduct of the Owner and excluding special, indirect or consequential loss or damage including, without limitation, loss of revenue or profit or loss due to business interruption.

## **5. AGREEMENTS BETWEEN THE OWNER AND FORTISBC ENERGY**

The Owner and FortisBC Energy covenant and agree that:

- (a) The amount of any compensation for Damage caused by FortisBC Energy and payable under paragraph 4 herein shall be mutually agreed upon between the Owner and FortisBC Energy but failing such agreement, shall be settled by arbitration pursuant to the Commercial 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;
- (b) FortisBC Energy has ownership of all timber cut on the Land by FortisBC Energy in the exercise of its rights under this Agreement;
- (c) 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;
- (d) Subject to subparagraph 5(e) 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;
- (e) If FortisBC Energy abandons the Works, it may, at its option, leave the Works, or any part thereof, and FortisBC Energy shall release the rights granted by this Agreement. Upon the release of the rights granted to FortisBC Energy by this Agreement any abandoned Works shall belong to the Owner;
- (f) 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;
- (g) 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;
- (h) 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;
- (i) Nothing contained herein shall diminish or otherwise interfere with rights

enjoyed by FortisBC Energy by statute or otherwise; and

- (j) 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.

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

END OF DOCUMENT

**SURVEY PLAN CERTIFICATION**  
**PROVINCE OF BRITISH COLUMBIA**

PAGE 1 OF 2 PAGES

Your electronic signature is a representation that you are a British Columbia land surveyor and a subscriber under section 168.6 of the *Land Title Act*, RSBC 1996 c.250. By electronically signing this document, you are also electronically signing the attached plan under section 168.3 of the act.

**Brent  
Mayenburg  
XBHWI2**

Digitally signed by Brent Mayenburg  
XBHWI2  
DN: c=CA, cn=Brent Mayenburg  
XBHWI2, o=BC Land Surveyor,  
ou=Verify ID at www.juricert.com/  
LKUP.cfm?id=XBHWI2  
Date: 2024.09.19 17:06:36 -07'00'

## 1. BC LAND SURVEYOR: (Name, address, phone number)

**Brent W. Mayenburg****4-2227 James White Boulevard****250-656-5155****Brent@weysurveys.com****Sidney****BC V8L 1Z5**☐ Surveyor General Certification [For Surveyor General Use Only]

## 2. PLAN IDENTIFICATION:

Control Number: **172-679-0797**Plan Number: **EPP140972**This original plan number assignment was done under Commission #: **910**

## 3. CERTIFICATION:

☐ Form 9☒ Explanatory Plan☐ Form 9A

I am a British Columbia land surveyor and certify that

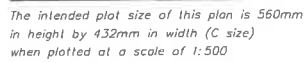
this plan was completed and checked on: **2024 September 19** (YYYY/Month/DD)that the checklist was filed under ECR#: **285499**

and that the plan is correct in accordance with Land Title Office records.

☒ None ☐ Strata Form S☒ None☐ Strata Form U1☐ Strata Form U1/U2Arterial Highway ☐Remainder Parcel (Airspace) ☐4. ALTERATION: ☐



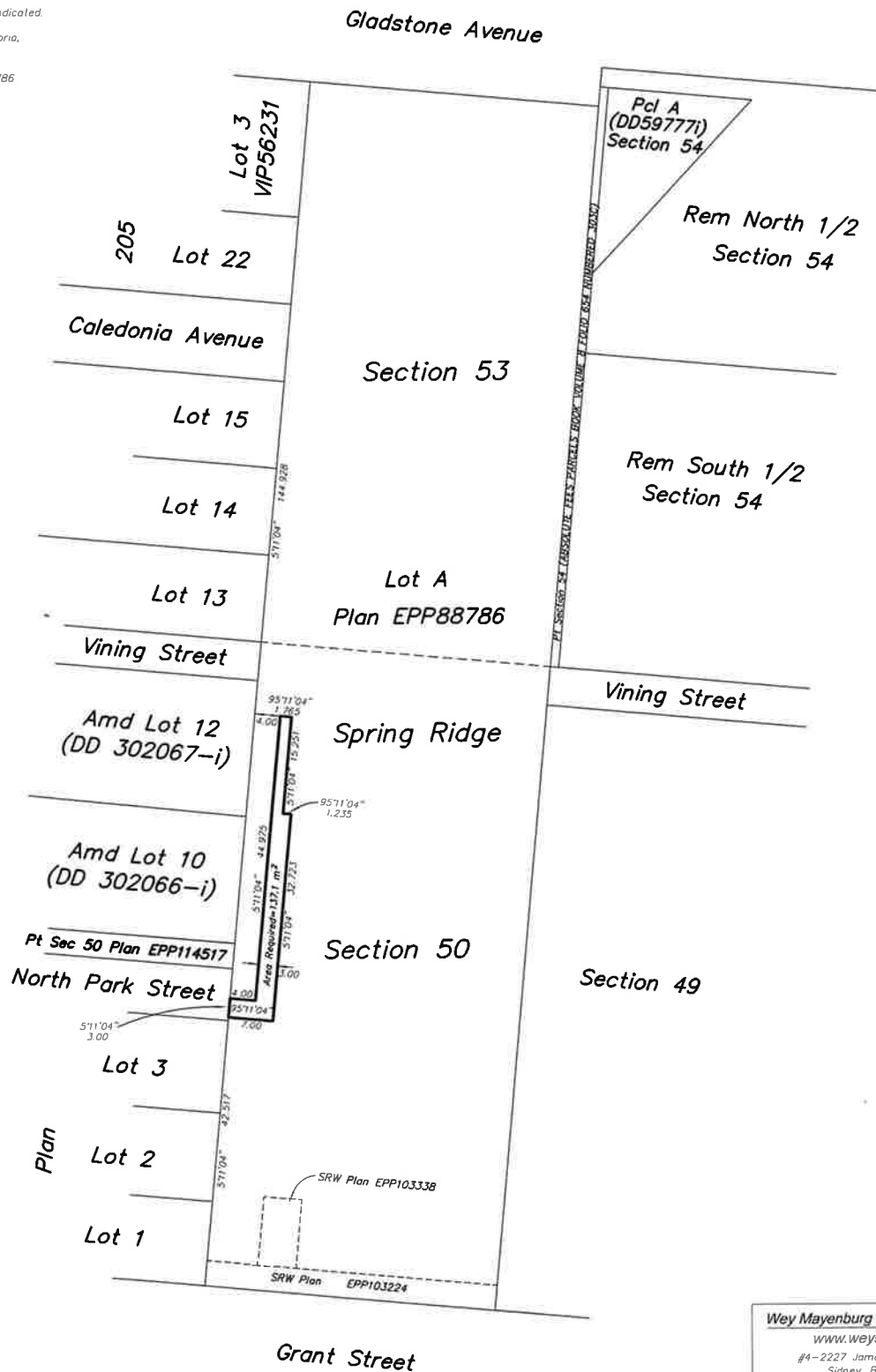
Pursuant to Section 99 (1)(e) of the Land Title Act  
For Statutory Right of Way Purposes.  
BCGS 92B 044



*Distances are in metres unless otherwise indicated.*

Integrated Survey Area No. 17, City of Victoria,  
NAD83 (CSRS) 3.0.0.BC.1.CRD

Grid bearings are derived from Plan EPP88786



*This plan is based on the Land Title and  
Survey Authority of BC records:  
Plan EPP88786*

Brent W. Mayenburg, BCLS 910  
19th day of September, 2024

**Way Mayenburg Land Surveying Inc.**  
www.weysurveys.com  
 #4-2227 James White Boulevard  
 Sidney, BC V8L 1Z5  
 Telephone (250) 656-5155  
 File: 220255\EXP\BM

## SECTION 72 REPORT

**Present:**

Trustees Natalie Baillaut, Mavis David, Nicole Duncan, Derek Gagnon, Karin Kwan, Emily Mahbobi, Rob Paynter

**Regrets:**

Trustees Angela Carmichael, Diane McNally

**Administration:**

Deb Whitten, Superintendent of Schools, Katrina Stride, Secretary-Treasurer, Sean Powell, Acting Associate Superintendent, Julie Lutner, Associate Secretary-Treasurer, Mike Knudson, Director of Human Resource Services, Marni Vistisen-Harwood, Director of Facilities Services

**Regrets:**

Tom Aerts, Associate Superintendent

The Board of Education discussed the following matters:

- Personnel
- Legal
- Facilities
- Administration

General decisions made by the Board:

- Administration

## **SECTION 72 REPORT**

### **Present:**

Trustees Natalie Baillaut, Mavis David, Nicole Duncan, Derek Gagnon, Karin Kwan, Emily Mahbobi, Rob Paynter

### **Regrets:**

Trustees Angela Carmichael, Diane McNally

### **Administration:**

Katrina Stride, Secretary-Treasurer

The Board of Education discussed the following matters:

- Personnel

General decisions made by the Board:

- Nil

## SECTION 72 REPORT

**Present:**

Trustees Natalie Baillaut, Mavis David Nicole Duncan, Derek Gagnon, Karin Kwan, Rob Paynter

**Regrets:**

Trustees Angela Carmichael, Emily Mahbobi, Diane McNally

**Administration:**

Katrina Stride, Secretary-Treasurer

The Board of Education discussed the following matters:

- Personnel
- Administration

General decisions made by the Board:

- Administration

## SECTION 72 REPORT

**Present:**

Trustees Mavis David, Nicole Duncan, Derek Gagnon, Karin Kwan, Emily Mahbobi, Rob Paynter

**Regrets:**

Trustees Natalie Baillaut, Angela Carmichael, Diane McNally

**Administration:**

Deb Whitten, Superintendent of Schools, Katrina Stride, Secretary-Treasurer, Tom Aerts, Associate Superintendent, Sean Powell, Acting Associate Superintendent, Mike Knudson, Director of Human Resource Services, Marni Vistisen-Harwood, Director of Facilities Services

The Board of Education discussed the following matters:

- Facilities
- Personnel

General decisions made by the Board:

- Facilities
- Personnel

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**Regrets:**

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- Facilities

General decisions made by the Board:

- Facilities

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**Regrets:**

Trustee Angela Carmichael

**Administration:**

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- Administration
- Facilities

General decisions made by the Board:

- Facilities

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**Regrets:**

Trustees Angela Carmichael, Diane McNally

**Administration:**

Katrina Stride, Secretary-Treasurer

The Board of Education discussed the following matters:

- Personnel

General decisions made by the Board:

- Personnel



## SECTION 72 REPORT

**Present:**

Trustees Nicole Duncan, Mavis David, Derek Gagnon, Karin Kwan, Diane McNally, Rob Paynter

**Regrets:**

Trustees Natalie Baillaut, Angela Carmichael, Emily Mahbobi

**Administration:**

Deb Whitten, Superintendent of Schools, Katrina Stride, Secretary-Treasurer, Tom Aerts, Associate Superintendent, Sean Powell, Acting Associate Superintendent, Marni Vistisen-Harwood, Director of Facilities Services

The Board of Education discussed the following matters:

- Personnel
- Administration
- Facilities

General decisions made by the Board:

- Administration
- Facilities