



Saanich Heritage Foundation

**AGENDA**  
**SAANICH HERITAGE FOUNDATION**  
**VIA REMOTE MEETING**  
**TUESDAY, MARCH 8, 2022 @ 5:30 P.M.**  
**With the Annual General Meeting to follow**

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Adoption of the February 8, 2022 Regular Meeting Minutes

**NEW BUSINESS**

1. **3910 CEDAR HILL ROAD – CEDAR HILL MIDDLE SCHOOL – HERITAGE VALUES ASSESSMENT**
  - Report prepared by Cumer Heritage Consulting (sent via separate email)
  - The Architects and SD61 will be attending the meeting
2. **1248 BURNSIDE ROAD WEST (STRANTON LODGE) – UPDATE**
  - Quotes from Twin Oaks Projects Ltd., AG Stained Glass; and Vintage Woodworks, to replace rotten casement sash and window (continuation of restoration work started in summer of 2021)
3. **4139 LAMBRICK WAY (DODD HOUSE) – UPDATE**
4. **TREASURER'S REPORT - UPDATE**
  - To be sent via separate email
5. **SAANICH COMMUNITY GRANTS PROGRAM – GRANT REQUEST TO COUNCIL**
  - Excerpt from the January 11, 2022 Minutes
  - Email from the Director of Finance
  - Copy of Contribution Agreement
6. **SOCIAL MEDIA - UPDATE**
7. **ADVOCACY AND OUTREACH - UPDATE**

**UPDATES FROM THE ARTS, CULTURE AND HERITAGE ADVISORY COMMITTEE (ACH)**

- Update from the ACH meeting held February 23, 2022
- Next ACH Meeting is March 23, 2022

To ensure there is a quorum, please contact Shirley at (250) 475-1775, extension 3513 or email at [shirley.leggett@saanich.ca](mailto:shirley.leggett@saanich.ca) if you cannot attend the meeting.

☪ ☪ Adjournment ☪ ☪

**Next Regular Meeting: April 12, 2022 at 5:30 via remote meeting**

**MINUTES OF THE  
SAANICH HERITAGE FOUNDATION MEETING  
HELD VIA REMOTE MEETING  
TUESDAY, FEBRUARY 8, 2022 AT 5:30 P.M**

Present: Veronica McEllister, President; Sonia Nicholson, Vice President; Art Joyce, Treasurer; Sarah Anderson; Charlotte Clar; and Sheila Colwill

Regrets: James Thomson; and Councillor Karen Harper

Guests: None

Staff: Shane Laye, Manager, Municipal Facilities Division; Silvia Exposito, Planner (Community Planning); and Shirley Leggett, Secretary

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Minutes: MOVED by S. Nicholson and Seconded by C. Clar: "That the Minutes of the January 11, 2021, Regular Meeting be adopted as circulated."

CARRIED

**MUNICIPAL HALL – PROPOSED ENHANCEMENTS TO SECURITY MEASURES THROUGHOUT THE HALL (MANAGER, MUNICIPAL FACILITIES DIVISION)**

The Manager of Municipal Facilities was in attendance at the meeting and provided an update to his November overview of the proposed plans to address the security measures throughout the Municipal Hall.

The following was noted:

- Originally on the second floor they were proposing to create a removable barrier around two sides of the stairwell by clamping glass panels to the railings; because of potential stability issues with that method, they are now planning to use stainless steel stand-offs (button anchors) mounted on the concrete to hold the 2.134 metre high tempered laminated glass.
- Staff feel that it's an elegant and clean solution.

Foundation members agreed that it was a necessary design change and had no issues with it.

\*\*\*\*\*  
The Manager, Municipal Facilities Division, left the meeting at 5:40 p.m.  
\*\*\*\*\*

**3910 CEDAR HILL ROAD – CEDAR HILL MIDDLE SCHOOL (REGISTERED) – PROPOSED RE-DEVELOPMENT OF SITE**

At the January meeting, the Manager of Community Planning, and proponents from KMBR Architects Planners Inc., provided an overview regarding the School District's proposal to re-develop the site at 3910 Cedar Hill Road in order to construct a seismic replacement for the current Cedar Hill Middle School (built in 1931 as Mount Douglas Secondary School until 1971 when it became Cedar Hill Junior School and then Cedar Hill Middle School).

Foundation members were asked to provide feedback regarding the potential removal of this building from the Saanich Heritage Register.

After much discussion, the President asked the architects from KMBR to provide the Building

Condition Assessment for Cedar Hill School so that Foundation members could review it and prepare their response.

In response to feedback from Foundation members, a draft letter dated January 19, 2022 to the Manger of Community Planning and to the Planner (Community Planning) was prepared, and it stated:

*“Prior to making a final decision regarding the building, the Foundation would like a Professional Heritage Consultant from an independent third party, review the 1931 portion of the site and to report the current state of its Heritage Value.”*

The Planner, Community Planning, stated:

- She has learned that a heritage consultant (Katie Cummer) has been retained and will be evaluating the historical assets of the building in its current state - she will be contacting her.
- She would also like to know their rationale for removing the structure from the Heritage Register.

The President stated:

- It was School District 61 who hired Katie Cummer, CHC, Cummer Heritage Consulting, to prepare the report on the building.
- When she was having a tour of the school, she saw Ms. Cummer taking pictures and she pointed out a beautiful wooden bench in the principal's office that should be retained.

The Vice President stated:

- She and the President have consulted with the Mount Douglas Secondary School Alumni Association (MDSS) and they are in agreement that the heritage value should be reviewed.
- There are many folks in Victoria and Saanich who belong to the MDSS that are extremely distressed that their former school will be torn down without a valid reason to maintain the original historic structure.
- The MDSS is very excited about the idea of an interpretive sign and there was also talk about holding some kind of an event for past and present students.

**MOVED BY S. Colwill and Seconded by S. Nicholson: “That the letter from the Saanich Heritage Foundation dated January 19, 2022 regarding the proposed re-development of 3910 Cedar Hill Road (Cedar Hill Middle School), be forwarded to the Manager of Community Planning and to the Planner (Community Planning).”**

**CARRIED**

#### **1248 BURNSIDE ROAD WEST (STRANTON LODGE) - UPDATE**

The President stated:

- She is waiting for a response from Twin Oaks Projects Ltd. with a date on when they can start the window restoration work which was started last summer.

#### **4139 LAMBRICK WAY (DODD HOUSE) – UPDATE**

S. Colwill stated:

- She does not have anything new to report.

#### **TREASURER'S REPORT – UPDATE**

The Treasurer provided the following balances as of January 26, 2022:

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Operating Account:	\$3,697.05	
Grant Account:	\$61,385.41	GIC: \$20,810.06 (due April 4, 2022) GIC: \$13,489.04 (due May 7, 2022)
Hall House Account:	\$6,382.54	GIC: \$24,302.24 (due June 12, 2022) GIC: \$ 5,254.91 (due Nov. 1, 2021)
Dodd House Account:	\$38,571.49	GIC: \$21,604.34 (due Oct. 4, 2022) GIC: \$10,509.80 (due Nov.1, 2021)

**MOVED by A. Joyce and Seconded by S. Colwill: "That the Treasurer's report be received for information."**

**CARRIED**

### **SOCIAL MEDIA UPDATES**

C. Clar stated:

- She's posting on various architects with pictures of some of the buildings they designed in Saanich.
- The posts on the history of the commercial building at the corner of Quadra and Tattersall have been well received with more than 9,000 views.
- She's also continuing to post on the architectural alphabet.

The President stated:

- The Victoria Heritage Foundation has copied some of Charlotte's posts.
- She and the Vice President are working on a feature story pertaining to the Med Grill in Royal Oak which used to be the original Municipal Hall.

### **ADVOCACY AND OUTREACH – UPDATE**

The Vice President stated:

- The Uvic student that is volunteering her time is putting together an article and a timeline of the history of the building at the corner of Quadra Street and Tattersall Road which ties in with our social media posts.

### **UPDATES FROM THE ARTS, CULTURE AND HERITAGE ADVISORY COMMITTEE (ACH)**

The Vice President and liaison to the ACH stated:

- The committee has a number of new members with various backgrounds and interests so everyone is still getting acquainted.
- There was a presentation from community planning on the proposed updates to Saanich's Mural Program which touched on the definition of murals in Saanich, criteria, jury process, eligibility and selection of artists.
- The next ACH meeting is February 23rd.

### **FOR INFORMATION**

#### **HERITAGE BC – HERITAGE WEEK 2022 – FEBRUARY 21<sup>ST</sup> TO 27<sup>TH</sup>**

Information from Heritage BC promoting Heritage Week throughout the province with posters, proclamations, and themed events; there is also free webinars.

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**ADJOURNMENT**

The meeting adjourned at 6:15 pm.

**NEXT MEETING**

The next Regular meeting of the Saanich Heritage Foundation will be held **via remote meeting on Tuesday, March 8, 2022 at 5:30 p.m. with the Annual General Meeting to follow.**

..... CHAIRPERSON

DRAFT

## Shirley Leggett

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**From:** veronica mcellister <vsmcellister@gmail.com>  
**Sent:** Wednesday, March 02, 2022 10:16 AM  
**To:** Shirley Leggett; nicholson.sonia@gmail.com; sheshe1@telus.net  
**Subject:** (External Email) Stranton Lodge - Window replacement  
**Attachments:** 1248 Burnside Revised Casment Sash Quote.docx; McEllister, Veronica - updated Feb 9,2022.pdf; Estimate\_1248BurnsideW\_01032022.pdf

**This email sent from outside the District of Saanich. Use caution if message is unexpected or sender is not known to you.**

Hi Shirley,

Attached are the three quotes for this summer carried over from the work from last year.

Twin Oaks	\$3,000
AG Stained Glass	\$600
Vintage	<u>\$3,437.10</u>
Total	\$7,037.10 + Tax

Vintage requires 50% of payment upfront.  
We can review with the group next week.

Regards,  
Veronica

# TWIN OAKS PROJECTS LTD

1525 OAK CREST DRIVE  
VICTORIA, BC  
V8P 1K5

FEB, 11 2022  
2021 2021  
QUOTE

Veronica McEllister  
1248 Burnside Rd  
Victoria, B.C

Project: Remove rotten casement sash on east side of house(4pcs).  
Temporarily install existing storms in openings. Deliver existing sash to  
Aaron Grayson, so he can repair the existing leaded glass and install  
into the new wood sash made by Vintage Woodworks.  
Pickup new sash and install, including installation of existing storm  
windows.

Vintage Woodworks will supply the new sash, new hinge hardware and  
they will also paint the sash.

Total Labour and Material Cost

\$3000.00

GST

\$150.00

Total

\$3150.00

*Revised Quote.*

*Sept. 26/2021  
quote total  
\$ 2,940.00*

GST # 84322 0880 RT0001

# ESTIMATE



AG Stained Glass  
2819 Fifth St.  
Victoria BC, V8T 4B3  
(250) 208-5065  
agglass@gmail.com

1/3/2022

**BILL TO**

Veronica McEllister

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Remove 3 windows from existing sash and reinstall into 3 new sash			600.00

Remarks / Payment Instructions:

SUBTOTAL

GST 5%

PST 7%

AMOUNT ALREADY PAID

**Balance Due**





**VINTAGE  
WOODWORKS INC.**  
*Heritage*  
WINDOWS · DOORS · STOREFRONTS

Veronica McEllister  
1248 Burnside Rd  
Victoria  
BC

*Revised Quote*

*Sept. 28/2021*  
*Quote total*  
*\$3,664.19.*

## QUOTATION




Reference  
Quotation Number  
Date of Quotation **9 February 2022**  
Validity 30 days

Thank you for the opportunity to provide a quote on the following items.

Item (sizes)	Description	Qty	Unit Cost	Total Cost
<p>22" 48"</p>	<p><b>Sash - (W1 LEFT)</b> Single Glazed Casement Sash - Whitcos shown separately below. Note: Customer to re-use existing lead glass. Lead glass installation by others. Vintage to supply glass stops Single Glazed Sash, 1 5/8" thick. Opening sash Come ploughed for Whitco Hinges Timber type: VG Douglas Fir 1 Coat White Primer and light de-nib sanding 10.90 lbs</p>	1	\$537.35	\$537.35
<p>22" 48"</p>	<p><b>Sash - (W1 RIGHT)</b> Single Glazed Casement Sash - Whitcos shown separately below. Note: Customer to re-use existing lead glass. Lead glass installation by others. Vintage to supply glass stops Single Glazed Sash, 1 5/8" thick. Opening sash Come ploughed for Whitco Hinges Timber type: VG Douglas Fir 1 Coat White Primer and light de-nib sanding 10.89 lbs</p>	1	\$537.25	\$537.25
<p>22" 42"</p>	<p><b>Sash - (W2 LEFT)</b> Single Glazed Casement Sash - Whitcos shown separately below. Note: Customer to re-use existing lead glass. Lead glass installation by others. Vintage to supply glass stops Single Glazed Sash, 1 5/8" thick. Opening sash Come ploughed for Whitco Hinges Timber type: VG Douglas Fir 1 Coat White Primer and light de-nib sanding 10.01 lbs</p>	1	\$520.97	\$520.97
<b>Carried Forward</b>				<b>\$1,595.57</b>



**VINTAGE  
WOODWORKS INC.**  
*Heritage*  
WINDOWS DOORS STOREFRONTS

Item (sizes)	Description	Qty	Unit Cost	Total Cost
		<b>Brought Forward</b>		<b>\$1,595.57</b>
	<b>Sash - (W2 RIGHT)</b> Single Glazed Casement Sash - Whitcos shown separately below. Note: Customer to re-use existing lead glass. Lead glass installation by others. Vintage to supply glass stops Single Glazed Sash, 1 5/8" thick. Opening sash Come ploughed for Whitco Hinges Timber type: VG Douglas Fir 1 Coat White Primer and light de-nib sanding 10.01 lbs	1	\$520.97	\$520.97
	<b>Casement Hardware - WHITCO</b> 174 - X-Series Whitco hinge, 16", Yellow Chromate ( 4 pairs)	4	\$75.36	\$301.44
	<b>Hardware - LOCKS</b> #30 Casement Fastener - Oil Rubbed Bronze Supply Loose - To be fitted onsite by installer	4	\$95.28	\$381.12
	<b>Paint - PAINT</b> PAINT 2 COLOURS INTERIOR VS EXTERIOR: Vintage Woodworks applies 2 coats of customer purchased colour matched PPG Pitt-Tech Plus enamel paint which is Master Painters Institute rated #164. As there are multiple paint manufacturers there are multiple viscosities of paints. Vintage Woodworks paint system is set up to work with Pitt-Tech Plus Acrylic paints by Dulux. Should you choose to have Vintage Woodworks paint your product we will require Pitt-Tech Plus paint. If you are using any other paint we will not be able to meet your painting request. Seperate Colours applied to interior and exterior surfaces of each storm window or sash. Note: You may require an additional coat of paint after installation.	4	\$159.50	\$638.00
				<b>\$3,437.10</b>
				<b>GST @ 5%</b> \$171.86
				<b>PST @ 7%</b> \$240.60
				<b>Total</b> <b>\$3,849.56</b>
<b>A deposit of 50% is required prior to design and manufacture of this project. Balance due at time of pickup of product by installer or customer</b>				<b>Deposit @ 50%</b> <b>\$1,924.78</b>

Total Weight 41.80 lbs

**NOTES:**

Diagrams of windows, doors and frames indicate style viewed from the outside and do not reflect size. Other diagrams are showing a section through or a generic view.



Best regards,

Installation and measurements not by Vintage Woodworks. All measurements are the responsibility of the installer or client.

Delivery and finish painting available at an additional cost unless noted in quotation details.

#### Painted Product - How to order Paint:

Vintage Woodworks strives to provide our customer with the best products possible. With this in mind we only use PPG Pitt-Tech Plus paint on our products. PPG's Pitt-Tech Plus Enamel is a high quality paint, low VOC, fast drying, available in all sheens including gloss. This is a, water base paint that can even be applied direct to bare metal. It is a light industrial paint that is available to the general public and fully tintable. Pitt-Tech Plus Enamel is Master Painter Institute rated # 164\* which includes primed wood, sash and doors.

#### Ordering your paint:

Go to any Dulux Paint Store in British Columbia with your colour code or paint sample. Pick a sheen for your paint. Pitt-Tech Enamel is available in all sheens including Gloss, we recommend Gloss or Semi-Gloss for exterior millwork. Tell the store representative that you want the paint to be made at the Victoria Tennyson Rd Store and to have the paint labeled with your name and for it to be included in their next shipment to Vintage Woodworks. Make sure you use our "Vintage Woodworks Customer Cash Account" to take advantage of your discounted rate. If you would like a draw down sample of the paint, please ask for one to be included with the paint. Your Vintage Woodworks project coordinator will have the draw down sample sent to you when we receive it at our shop.

To give you the best value we have teamed up with Dulux Paints and created a Vintage Woodworks Customer account. This is a cash account and will provide you a substantial discount on Pitt-Tech Plus paint as well as a 25% discount on all their products. When purchasing this paint please tell the customer service representative that you are purchasing it on a cash account "Vintage Woodworks Customer Account". This will allow you to pay directly and receive your immediate discount at all Dulux Paints within BC, including:

#### Lower Vancouver Island:

3303A Tennyson Rd, Victoria, BC  
1581 Hillside Ave, Victoria, BC  
2924 Jacklin Rd., Victoria, BC  
5311 Trans Canada Hwy, Duncan, BC

#### Vancouver:

2630 Main St, Vancouver  
1609 Boundary Rd, Vancouver  
1920 Kingsway, Vancouver  
100-930 1st St W, North Vancouver

\*MPI # 164 Light Industrial Coating, Exterior, Water Based, Gloss (MPI Gloss Level 6)

A water based, pigmented, emulsion coating for exterior primed wood and metal surfaces (e.g. doors, frames, trim and sash) providing resistance to moderate abrasion and mild chemical exposure and corrosive conditions.

[G6 (Gloss) - Gloss must be a minimum of 70 units @ 60°. Other evaluated characteristics include consistency/viscosity, dry time, fineness of grind, hiding power by contrast ratio method, chemical resistance, reflectance, flexibility, scrubability, sealing properties, cleaning properties, alkali resistance, blocking resistance, early water resistance, and accelerated weathering. See MPI

#### PPG Architectural

Pitt-Tech® Plus Int/Ext High Gloss DTM Industrial Enamel 90-1310

Pitt-Tech Plus Technical info available from our PDF \\SBS\Vintage\_doc\Product\Pitt-Tech Plus - Client.docx

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**SAANICH COMMUNITY GRANTS PROGRAM – GRANT REQUEST TO COUNCIL**

The Secretary advised that the Foundation has received grant funding in the amount of \$35,000 from Council each year for the past three years under the Contribution Agreement that recognizes a specific group of long standing grant recipients that provide a service, operate a facility owned by the municipality, or have another formalized arrangement on an on-going basis.

**MOVED by S. Nicholson and Seconded by V. McEllister: That based on the total dollar amount from the Restoration Grant Applications for 2022, the Foundation submit a Saanich Community Grant request to Council in the amount of \$52,000.”**

**CARRIED**

## Shirley Leggett

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**From:** Valla Tinney  
**Sent:** Wednesday, March 02, 2022 11:50 AM  
**To:** Shirley Leggett  
**Cc:** Paul Arslan  
**Subject:** RE: Saanich Community Grants Program - Saanich Heritage Foundation (SHF)

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Hi Shirley,

Thanks for your email. Council's direction with respect to the agreements was to provide consistent funding and move away from year to year fluctuating requests to provide stability both for the Saanich budget and grant recipients. I realize this is a shift from the past practice for SHF, but it is the direction we must work with.

I will forward the agreement to you later today in respect of your upcoming meeting and will discuss with Paul to see if there are any options for the upcoming grants meeting.

Thanks,

Valla

**Valla Tinney, FCPA, FCGA**  
she/her  
Director of Finance  
District of Saanich  
770 Vernon Ave  
Victoria BC V8X 2W7  
t. 250-475-5521  
e. [valla.tinney@saanich.ca](mailto:valla.tinney@saanich.ca)  
[www.saanich.ca](http://www.saanich.ca)

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**From:** Shirley Leggett  
**Sent:** Wednesday, March 02, 2022 11:24 AM  
**To:** Valla Tinney <Valla.Tinney@saanich.ca>  
**Cc:** Paul Arslan <Paul.Arslan@saanich.ca>  
**Subject:** Saanich Community Grants Program - Saanich Heritage Foundation (SHF)

Good morning Valla,

I'm just checking on the application process for the Grants Program. I understand from Paul, that you are sending out a contract to the six organizations regarding grant funding for 2022. As you know, Budget meetings start next week and so far the SHF has not received this contract. The past couple of years the Foundation received \$35,000, however, based on the number of grant applications they have received for 2022 and the total dollar amount of those grants, the Foundation was going to request a grant in the amount of \$52,000.

## Shirley Leggett

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**From:** Valla Tinney  
**Sent:** Wednesday, March 02, 2022 12:04 PM  
**To:** Shirley Leggett  
**Cc:** Paul Arslan; Whitney Salvador  
**Subject:** Contribution Agreement - Saanich Heritage Foundation.docx  
**Attachments:** Contribution Agreement - Saanich Heritage Foundation.docx

Good day,

Please find attached the proposed Contribution Agreement that has been prepared at Council's direction through the Community Grants Policy. Please review the agreement and either return duly executed by SHF or provide any feedback on terms that are not acceptable to you for our consideration.

Sincerely,

Valla

**Valla Tinney, FCPA, FCGA**  
she/her  
Director of Finance  
District of Saanich  
770 Vernon Ave  
Victoria BC V8X 2W7  
t. 250-475-5521  
e. [valla.tinney@saanich.ca](mailto:valla.tinney@saanich.ca)  
[www.saanich.ca](http://www.saanich.ca)

## **CONTRIBUTION AGREEMENT**

This AGREEMENT dated for reference this \_\_\_\_ day of \_\_\_\_\_, 202\_.

BETWEEN:

### **SAANICH HERITAGE FOUNDATION**

Society No. S0019817  
770 Vernon Avenue  
Victoria, BC V8X 2W7

(the "**Society**")

AND:

### **THE CORPORATION OF THE DISTRICT OF SAANICH**

770 Vernon Avenue  
Victoria, BC V8X 2W7

(the "**District**")

WHEREAS:

- A. The District has established a council policy regarding the Saanich Community Grants Program, which sets out the purpose statement and general guidelines for the District to provide financial support to non-profit community associations and organizations for services, projects or events that contribute toward the Saanich vision described in the Official Community Plan and align with Council's Strategic Plan (the "Council Policy");
- B. The Society is eligible to receive a community grant under the Council Policy by virtue of Schedule "A" of the Council Policy and the District agrees that the Society is an appropriate beneficiary.

NOW THEREFORE the Parties agree as follows:

### **1. PAYMENT**

#### **1.1. Contribution amount**

The District shall pay to the Society an annual amount of THIRTY FIVE THOUSAND (\$35,000.00) Dollars for each year of the Term, as defined herein (the "Contribution Amount").

#### **1.2. Payment schedule**

The District shall pay the Contribution Amount as an annual lump sum by the 31<sup>st</sup> day of May each year of the Term, as defined herein.

### 1.3. Funds withheld in event of breach

In the event that the Society is in breach of any terms of this Agreement and fails to cure such breach within 10 days of receipt of written notice from the District advising of the breach, the District may withhold all or part of the Contribution Amount that would otherwise be made by the District under section 1.1 hereof. For greater certainty, this clause does not limit any other remedies for breach of the Agreement as set out in this Agreement or at law.

## 2. TERM OF AGREEMENT

### 2.1. Term

The term of this Agreement shall be for a period of five (5) years, commencing on January 1, 2022 and terminating on December 31, 2026 unless otherwise terminated as herein provided (the "Term").

### 2.2. Renewal

Not later than 6 months prior to the expiration of the Term, the Society may request in writing to be granted a renewal of the Agreement for a renewal term of five (5) years, commencing on the expiration of the original term. The District may, at its sole discretion, approve or deny the request for a renewal term.

## 3. CONTRIBUTION CONDITIONS

### 3.1. Non-profit society

The Society must maintain its status as a not-for-profit society during the entirety of the Term.

### 3.2. Eligible Use

The Society must not use the Contribution Amount for any purpose except for those purposes set out in Schedule "A" of this Agreement ("Eligible Use").

### 3.3. Compliance with Lease

The Society must not be in default or breach of any covenants or obligations under a lease arrangement where the District is the landlord and the Society is the tenant.

## 4. REPORTING REQUIREMENTS

### 4.1. Operational reporting

The Society must provide an operation report no less than annually, or upon request by the District, linking the Contribution Amount to the Eligible Use.



#### 4.2. Financial statement

At any time, the District may give to the Society written notice that it wishes to examine all books of accounts of the Society, and the Society shall, within ten (10) days of receipt of such notice, provide to the District access to all records, documents, books, accounts and vouchers of the Society and shall promptly provide to the District all information and explanations as may be, in the District's opinion, necessary to ascertain use of the funds received from the District and the financial position of the Society.

### 5. TERMINATION

#### 5.1. Termination for default

The District may terminate this Agreement upon giving the Society sixty (60) days' notice of its intention to terminate if the Society defaults or fails to perform any term or condition of this Agreement that is required to be performed by the Society.

#### 5.2. Termination without cause

The District or the Society may elect to terminate this Agreement by giving notice in writing delivered to the other party not later than the 30<sup>th</sup> day of June in any year of the Term or renewals hereof, effective the 1<sup>st</sup> day of January of any subsequent year.

#### 5.3. Termination of lease

If the Society and the District have entered into a lease arrangement, where the District acts as landlord and the Society leases as tenant, then the District may elect to terminate this Agreement at the expiration date or earlier termination of the lease, provided that the Society receives at least sixty (60) days' notice.

### 6. NOTICE

Any notice to be given by one party to another will be in writing and may be delivered by hand or mailed by registered mail to the address set forth below, or such other address of which notice is given by a party pursuant to the provisions of this section. Such notice will be deemed to have been given and received when delivered if delivered by hand, or if by mail, then the notice shall be deemed to have been given and received on the expiration of four business days after it was posted.

If to the District:

The Corporation of the District of Saanich  
c/o the Municipal Clerk  
770 Vernon Ave.  
Victoria, BC V8S 2W7

If to the Society:

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## **7. ASSIGNMENT**

The Society may not assign, transfer or pledge all or any part of this Agreement without the District's consent.

## **8. NO DEEMED WAIVER**

The failure of either of the parties to insist on performance of any covenant or condition contained in this Agreement, or to exercise any right or option hereunder, shall not be construed or operate as a waiver or relinquishment for the future of any such covenant, condition, right or option and no waiver shall be inferred from or implied by anything done or omitted by any of the parties hereto, save only as an express waiver in writing.

## **9. GENERAL PROVISIONS**

### **9.1. Interpretation**

Where the context requires, the singular includes the plural and vice versa, and the masculine, feminine and neuter include each other.

### **9.2. Amendments**

Amendments to this Agreement may be made from time to time in writing and with the agreement of all parties.

### **9.3. Relationship of Parties**

The parties agree that nothing in this Agreement shall be interpreted as creating nor shall create an agency relationship, joint venture, partnership or employment relationship between the District and the Society, its employees, agents or contractors. For greater certainty, the District is in no way liable for any activity carried out by the Society.

### **9.4. Severance**

If any provision of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement or its application will not be affected.

9.5. Entire agreement

This Agreement contains all the representations, warranties, covenants, agreements, conditions and understandings between the Society and the District concerning the Contribution Amount or the subject matter of this Agreement.

9.6. Binding Agreement

This Agreement binds and benefits the parties and their respective heirs, administrators, successors and permitted assigns.

9.7. Authorized Signatory

Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement.

9.8. Laws of British Columbia

This Agreement will be interpreted under and is governed by the Laws of the Province of British Columbia.

9.9. Counterparts

This Agreement may be signed in separate counterparts, including by facsimile or portable document format (PDF) and the signing or execution by way of facsimile, PDF, or counterpart will have the same effect as the signing or execution of the original.

**IN WITNESS WHEREOF** the parties hereto have signed this Agreement as of the day, month and year first above written:

Signed on behalf of **THE CORPORATION OF THE DISTRICT OF SAANICH** by its authorized signatory(ies):

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

Position:

Signed on behalf of **SAANICH HERITAGE FOUNDATION** by its authorized signatory(ies):

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

Position:

## Schedule "A": Eligible Uses

The purposes of the Society are:

- a) To promote the preservation, maintenance and restoration of buildings, structures and land located in the Municipality of Saanich which have been designated as a Municipal Heritage Site by the Municipal Council of the Municipality pursuant to the Heritage Conservation Act, 1979, R.S.B.C. c.165.
- b) To provide grants to owners of heritage buildings, structures or land for the purpose of assisting in the preservation, maintenance or restoration of the property.
- c) To promote and encourage public interest in heritage conservation in the Municipality of Saanich.
- d) To raise funds to enable the Society to carry out the above purposes by soliciting and receiving money and property, both real and personal, by gift, contribution, bequest, devise or otherwise and including but not limited to the obtaining of funds from The Corporation of the District of Saanich, the Government of Canada and the Government of British Columbia.
- e) Review the changes to the Saanich Community Heritage Register and Saanich Heritage Management Plan; and
- f) Review and make recommendations to Council on heritage designation requests and requests for changes in heritage buildings.