



TOWN OF LADYSMITH

A regular meeting of the
Council of the Town of Ladysmith
will be held in Council Chambers at City Hall on

**MONDAY, September 21, 2009
at 7:00 P.M.**

AGENDA

CALL TO ORDER

Page

1 **AGENDA APPROVAL**

2 **PUBLIC HEARING**

- 2.1 Official Community Plan and Zoning Amendment Application 3360-09-05
Official Community Plan Bylaw, 2003, No. 1488, Amendment Bylaw (No. 25), 2009, No. 1692
Zoning Bylaw 1995, No. 1160, Amendment Bylaw (No. 75), 2009, No. 1693
(Town of Ladysmith) – Lot 1, Plan VIP73133, District Lot 108

1 - 11

3 **BYLAWS (OCP / ZONING)**

- 3.1 Official Community Plan and Zoning Amendment Application 3360-09-05
Official Community Plan Bylaw, 2003, No. 1488, Amendment Bylaw (No. 25), 2009, No. 1692
Zoning Bylaw 1995, No. 1160, Amendment Bylaw (No. 75), 2009, No. 1693
(Town of Ladysmith) – Lot 1, Plan VIP73133, District Lot 108

1 - 11

Re: Bylaw 1692 may be read a third time and adopted.
Bylaw 1693 may be read a third time and adopted.

4 **MINUTES**

Adoption of following minutes:

- September 8, 2009

12 - 15

5 **DELEGATION**

None.

6 **PROCLAMATIONS**

6.1 Mayor Hutchins has proclaimed:

- October 19 – 25, 2009 as Waste Reduction Week

In the Town of Ladysmith.

7 **DEVELOPMENT PERMITS / DEVELOPMENT VARIANCE PERMITS**

None.

8 STAFF / ADVISORY COMMITTEE REPORTS

Page

- 8.1 Community Services Centre/Civic Space Rezoning
(208 High Street and 217 Buller Street) **16 - 22**
Re: Bylaw 1696 and Bylaw 1697 may be read a first and second time.
A public hearing may be scheduled for Bylaw 1696 and Bylaw 1697 on October 19, 2009
- 8.2 Bike Plan Update **23 - 24**
Re: Award of Bike Plan Update Project
(Proposals are available for review in Council Chambers.)
- 8.3 Machine Shop Space Rental **25 - 26**
Re: Lease of Unit H
- 8.4 Request for Expressions of Interest – Community Social Services Centre and Spirit Square **27 - 30**
Re: Award of Contract

9 CORRESPONDENCE

- 9.1 G. Salembier, Assistant Deputy Minister Western Economic Diversification Canada **31 - 44**
Re: Offer of Financial Assistance under the Western Diversification Program

Staff Recommendations:

That:

- a) the grant for the Community Services Centre in the amount of \$2,752,047 be received and that a letter of thanks for the grant be forwarded to Western Economic Diversification Canada.
- b) The Mayor and Corporate Officer be authorized to sign the agreement on behalf of the Town.
- c) The 5 year financial plan and budget be amended accordingly.

10 BYLAWS

- 10.1 Town of Ladysmith Cemetery Management Bylaw 2009, No. 1668 **45 - 69**
Re: May be adopted.

11 NEW BUSINESS

None.

12 UNFINISHED BUSINESS

None.

13 QUESTION PERIOD

14 EXECUTIVE SESSION (Immediately following the regular session of Council.)

In accordance with Section 90(1) of the *Community Charter*, the first section of the meeting will be held In Camera to consider the following items:

- the acquisition, disposition or expropriation of land or improvements, if the council considers that disclosure could reasonably be expected to harm the interests of the municipality;

15 RISE AND REPORT

ADJOURNMENT

TOWN OF LADYSMITH

BYLAW NO. 1692

A bylaw to amend "Official Community Plan Bylaw, 2003, No. 1488"

WHEREAS pursuant to the *Local Government Act*, the Municipal Council is empowered to amend the Official Community Plan;

AND WHEREAS after the close of the Public Hearing and with due regard to the reports received, the Municipal Council considers it advisable to amend "Official Community Plan Bylaw, 2003, No. 1488".

NOW THEREFORE the Council of the Town of Ladysmith in open meeting assembled enacts as follows:

- (1) Section 3.2.3 "Land Use Planning and Community Design Policies" of Schedule "A" – "Town of Ladysmith Community Plan" is amended by adding a new policy at the end of the section, as follows:

"New manufactured home parks are supported as an affordable housing option."

- (2) Section 3.8.1 "Land Use Designations" of Schedule "A" is amended by:

- (a) deleting the sentence at the end of the paragraph headed "Mobile Home Park Residential": "The maximum density allowed in a Mobile Home Park Residential designation is 15 units per hectare.", and replacing it with the following sentence:

"The maximum density allowed in a Mobile Home Park Residential designation is 15 units per hectare, except for a manufactured home park only zone which may have a maximum density of 20 units per hectare."

- (3) Map 1 "Land Use" of Schedule "A" is amended by placing:

- (a) "Mobile Home Park Residential", and
(b) "Multi-Family Residential"

on a portion of Lot 1, Plan VIP73133, District Lot 108, as shown on Schedule 1 to this Bylaw.

- (4) Map 2 "Development Permit Areas" of Schedule "A" is amended by placing "Multi-Family Residential Development Permit Area (DPA 4) on the area designated "Multi-Family Residential" as shown on Schedule 1 to this Bylaw.

CITATION

- (5) This bylaw may be cited for all purposes as "Official Community Plan Bylaw, 2003, No. 1488, Amendment Bylaw (No. 25), 2009, No. 1692".

READ A FIRST TIME on the 4th day of August, 2009

READ A SECOND TIME on the 4th day of August, 2009

PUBLIC HEARING held pursuant to the provisions of the *Local Government Act*

on the day of

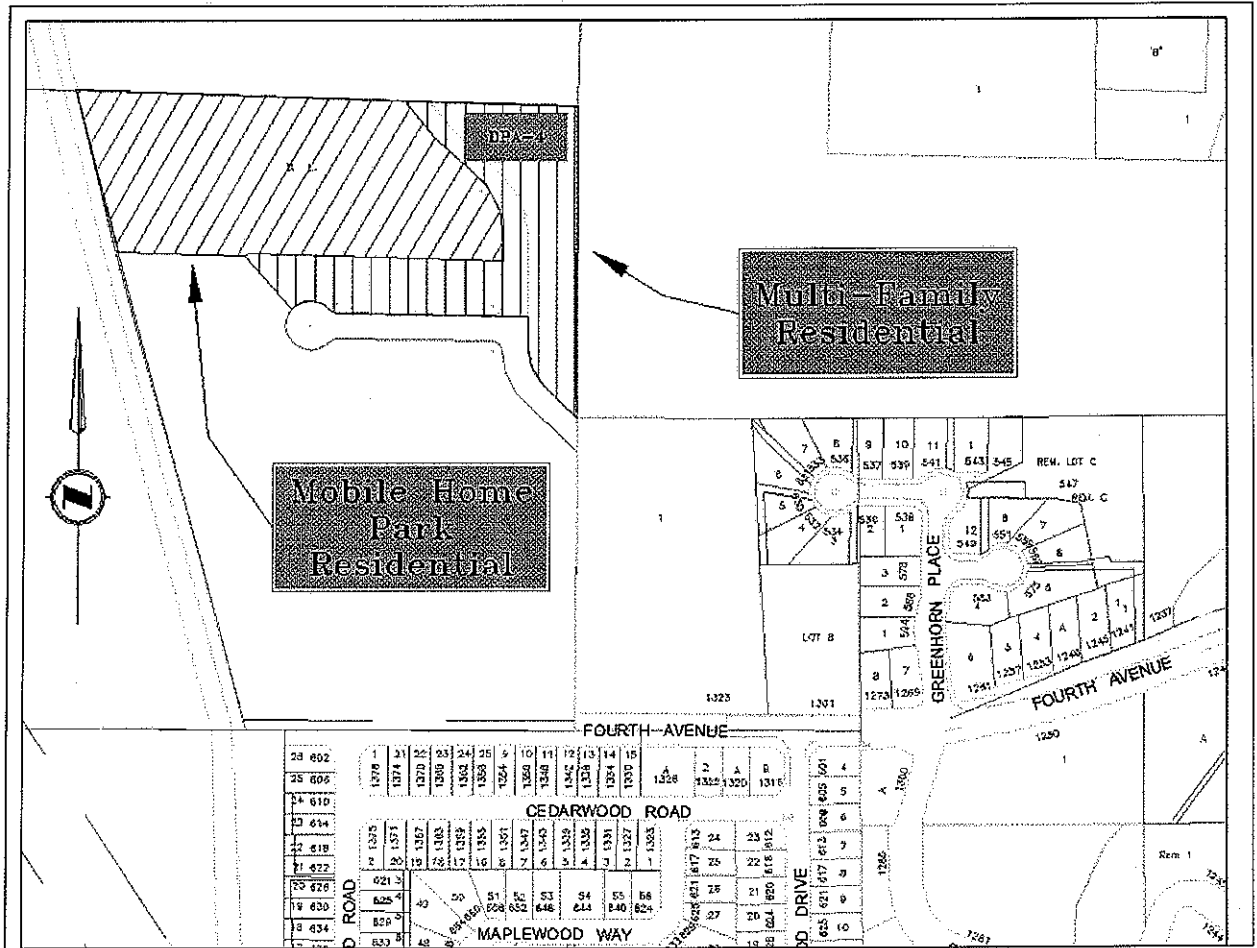
READ A THIRD TIME on the day of

ADOPTED on the day of

Mayor (R. Hutchins)

Corporate Officer (S. Bowden)

BYLAW 1692 – SCHEDULE 1



TOWN OF LADYSMITH

BYLAW NO. 1693

A bylaw to amend "Town of Ladysmith Zoning Bylaw, 1995, No. 1160"

WHEREAS pursuant to the *Local Government Act*, the Municipal Council is empowered to amend the zoning bylaw;

AND WHEREAS after the close of the Public Hearing and with due regard to the reports received, the Municipal Council considers it advisable to amend "Town of Ladysmith Zoning Bylaw 1995, No. 1160";

NOW THEREFORE the Council of the Town of Ladysmith in open meeting assembled enacts as follows:

(1) The text of "Town of Ladysmith Zoning Bylaw 1995, No. 1160" as amended is hereby further amended as follows:

(a) Adding the definitions "Manufactured Home" and "Manufactured Home Park" to Section 4.0 Definitions, as follows:

"Manufactured home means any structure, whether ordinarily equipped with wheels or not, that is designed, constructed or manufactured to provide residential accommodation and to be moved from one place to another by being towed or carried."

"Manufactured home park means land used or occupied by a person for the purpose of providing space for the accommodation of 3 or more manufactured homes and for imposing a charge or rental for the use of that space."

(b) Adding the following to Section 13.0 Medium Density Residential (R-3-A):

"13.1 (d) In addition to the uses listed above, two-family residential dwelling use is permitted on Lot 1, Plan VIP73115A, District Lot 108."

(c) Adding a new zone "Manufactured Home Park (MHP-1)", as shown on Schedule 1 to this Bylaw.

(2) The map, being 'Schedule A' to "Town of Ladysmith Zoning Bylaw 1995, No. 1160" is hereby amended by placing:

(a) Manufactured Home Park Zone (MHP-1), and

(b) Medium Density Residential Zone (R-3-A),

on a portion of Lot 1, Plan VIP73133, District Lot 108, as shown on Schedule 2 to this Bylaw.

(3) This bylaw may be cited for all purposes as "Town of Ladysmith Zoning Bylaw 1995, No. 1160 Amendment Bylaw (No.75), 2009, No. 1693".

READ A FIRST TIME on the 4th day of August, 2009

READ A SECOND TIME on the 4th day of August, 2009

PUBLIC HEARING held pursuant to the provisions of the *Local Government Act*

on the day of

READ A THIRD TIME on the day of

ADOPTED on the day of

Mayor (R. Hutchins)

Corporate Officer (S. Bowden)

BYLAW No. 1693 – SCHEDULE 1

15A.0 MANUFACTURED HOME PARK (MHP-1)

15A.1 Permitted Uses

Subject to the conditions of use below, the following uses and no other uses are permitted in this Zone:

- (a) manufactured home park;
- (b) home occupation.

15A.2 Conditions of Use

- (1) The maximum number of manufactured homes permitted per parcel in this zone is 20 manufactured homes per hectare of land.
- (2) The maximum parcel coverage shall not exceed 38.0 percent.
- (3) No buildings or structures located on a parcel in this zone shall be sited closer than:
 - (a) 4.5 metres to the front lot line
 - (b) 1.5 metres to the side lot line
 - (c) 3.0 metres to the rear lot line
- (4) The height of a principal building shall not exceed 5.0 metres; except for a common building, when the maximum height shall be 8.0 metres.
- (5) Five percent of the gross parcel area shall be provided as common activity area(s) and shall be located so as to be connected to the internal road or path network.
- (6) Where a parcel is located adjacent to Haul Road, a landscape buffer located not less than 6.0 metres from that road shall be provided as follows:
 - (a) planting materials with a minimum height of 1.8 metres, planted a maximum of 1.0 metre apart, or
 - (b) fencing with an average height from finished grade of 2.4 metres.
- (7) Where common waste services (garbage, organics, recycling) are provided, a solid enclosure shall be provided for waste bins.

15A.3 Minimum Lot Size

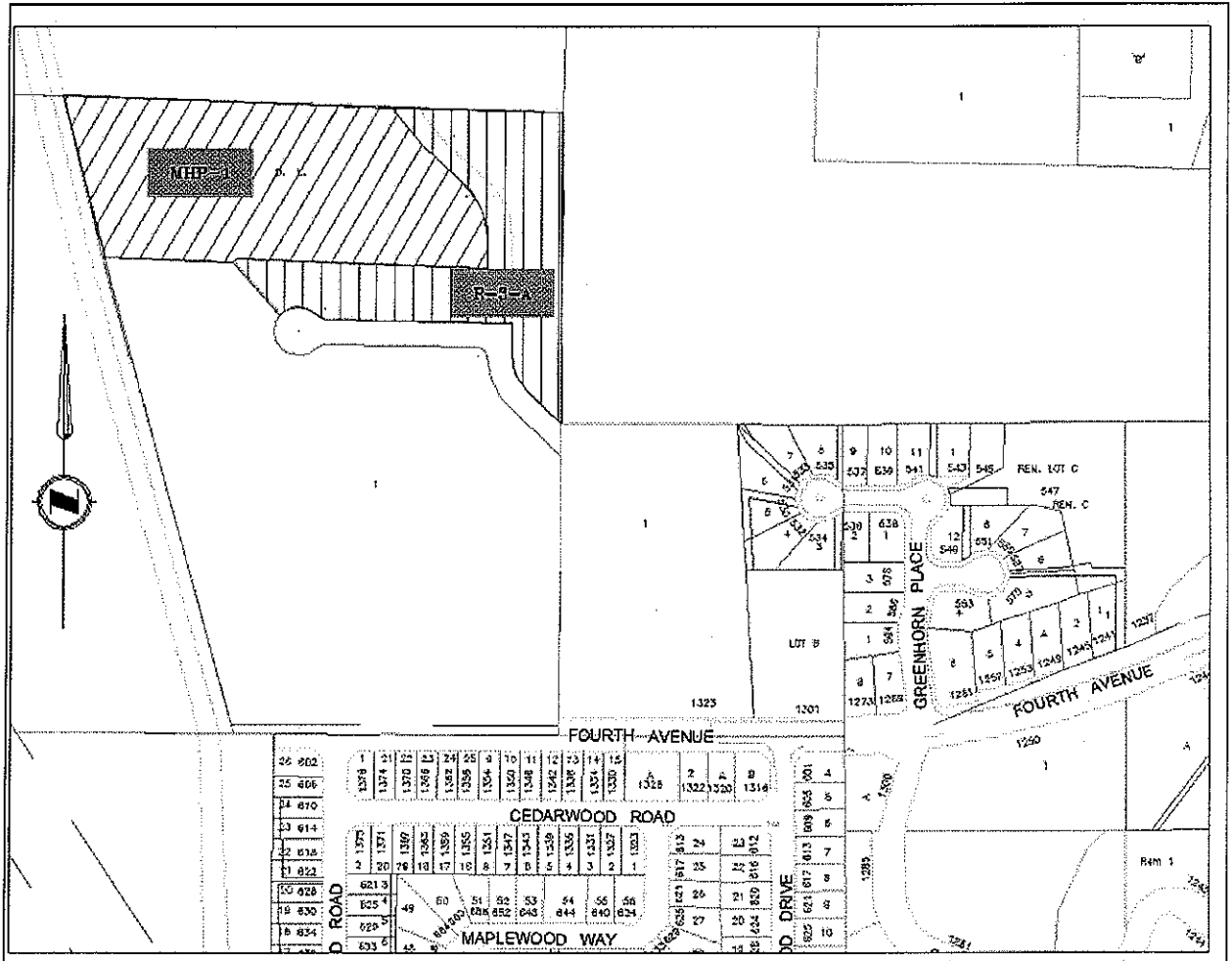
- (1) All development must be connected to water and sewer services.
- (2) The minimum parcel size permitted for manufactured home park shall not be less than 1.0 hectare.
- (3) The minimum area for an individual manufactured home shall not be less than 300 square metres.

15A.4 Off Street Parking and Vehicle Storage

- (1) Except as provided in this section, off street parking and loading must be provided as required by the Municipality's parking regulations.

- (2) One off-street parking space shall be provided for each manufactured home.
- (3) For every five manufactured homes, one parking space shall be designated and signed for visitor parking.
- (4) For every five manufactured homes, an area equivalent to 6.0 metres by 3.0 metres shall be provided in a maximum of two groupings for the common storage of recreational vehicles, boats, and the like.

BYLAW No. 1693 – SCHEDULE 2





Town of Ladysmith
STAFF REPORT

To: Ruth Malli, City Manager
From: Felicity Adams, Manager of Development Services
Date: June 29, 2009
File No:

Re: NEW MOBILE HOME PARK-ONLY ZONE

RECOMMENDATION(S):

1. That Council direct staff to prepare:
 - a) An amendment to the Official Community Plan to permit 20 mobile/manufactured home units per hectare within a manufactured home park-only zone, and
 - b) Land use regulations and development standards for the new "manufactured home park" as outlined in this report.
2. That Council refer the proposed manufactured home park land use regulations and development standards to the Advisory Planning Commission for review and comment.

PURPOSE:

The purpose of this report is to present to Council draft land use regulations and development standards for a new manufactured home park.

INTRODUCTION/BACKGROUND:

Council has directed that staff create a zone for mobile/manufactured home parks. The new zone is to be applied to the new manufactured home park to be created for the tenants of Ivy Green mobile home park.

The Official Community Plan includes a density of 15 units per hectare for the "mobile home park residential land use designation" which includes mobile/manufactured homes and single family dwellings as permitted uses. Providing a higher density for a mobile home park-only development (20 units/ha) could be considered by Council to encourage manufactured home park-only developments and efficiently utilize manufactured home park lands.

Currently the Zoning Bylaw includes definitions for mobile home, mobile home park and mobile home lot. The current term for that use is "manufactured home" and "manufactured home park" as defined by the *Manufactured Home Act*.

SCOPE OF WORK:

The draft land use regulations and development standards for a new manufactured home park at DL108 are based on the current MP-1 Zone, as well as a review of the

Report reviewed at previous meeting.

City of Nanaimo Mobile Home Park Zone and its development standards for mobile home parks.

The location of the proposed mobile home park is adjacent to Haul Road which is a TimberWest forestry road. Dust and noise from truck traffic is expected as TimberWest estimates the number of trucks hauling per day is between 20 to 35 between June to October. This estimate does not include crew vehicles, shop trucks, empty logging trucks returning for another load. TimberWest has requested that a sound fence (to attenuate noise) or a 5 to 10 metre-wide buffer be installed along the residential portion of DL108. This request has been included within the proposed development standards as a fenced or landscaped buffer area. Existing trees could also be retained along Haul Road.

ALTERNATIVES:

That Council provide direction on the revision of the draft land use regulations and development standards.

FINANCIAL IMPLICATIONS:

N/A

LEGAL IMPLICATIONS:

Statutory notice and a public hearing will be required as part of a rezoning process.

CITIZEN/PUBLIC RELATIONS IMPLICATIONS:

The draft regulations could be referred by Council to the Advisory Planning Commission.

INTERDEPARTMENTAL INVOLVEMENT/IMPLICATIONS:

The draft regulations have been reviewed by the Approving Officer/Director of Parks, Recreation and Culture and the Director of Public Works.

ALIGNMENT WITH STRATEGIC PRIORITIES:

Affordable housing is one of Council's 25 strategic priorities.

SUMMARY:

Council has directed staff to prepare a "mobile home park-only" zone. The draft land use regulations and development standards are recommended for use with the creation of a new mobile home park at DL108.

I concur with the recommendation.



Ruth Malli, City Manager

ATTACHMENTS:

Draft manufactured home park land use regulations and development standards.

Draft Manufactured Home Park Land Use Regulations and Development Standards

Definitions (from the Manufactured Home Act)

“Manufactured home” means any structure, whether ordinarily equipped with wheels or not, that is designed, constructed or manufactured to provide residential accommodation and to be moved from one place to another by being towed or carried.

“Manufactured home park” means land used or occupied by a person for the purpose of providing space for the accommodation of 3 or more manufactured homes and for imposing a charge or rental for the use of that space.

Regulation / Development Standard	New Zone	MP-1 Zone
Permitted use	Manufactured home park	Mobile home park Single family dwelling
Minimum parcel size	1 ha served by community water and community sewer	
Units per hectare	20	15
Minimum manufactured home lot area	300 sq.m.	372 sq.m.
Maximum parcel coverage	38%	38%
Buffer areas –roads (not internal roads)	Landscape buffer ¹ of planting & fencing located not less than 6 m from a road	-
Minimum Setbacks for mobile home lot:		
- Front Yard	4.5m	4.5m
- Side Yard	1.5m	1.5m
- Rear Yard	3.0m	3.0m
Maximum Building height	5m measured from grade; common building – 8 m	8.0 m
Parking	One space per manufactured home	1/unit
Common activity area(s)	5% of gross site area located within the manufactured home park – connected to internal road or path network	-
Visitor parking	For every 5 manufactured homes, 1 visitor space	-
Common storage: RV/Boat parking/ common storage area	For every 5 manufactured homes, 6m x 3m located in a maximum of 2 groups	-
Garbage disposal	Screened garbage/recycling/organics enclosure	-

¹ Landscape buffer – planting materials a minimum of 1.8 m in height, with a separation of a maximum of 1.0 m; or, fence at an average height of 2.4 m from finished grade.



Town of Ladysmith

Minutes of a meeting of Council of the Town of Ladysmith held in Council Chambers at City Hall on Tuesday, September 8, 2009 at 7:00 p.m.

COUNCIL MEMBERS PRESENT:

Mayor Rob Hutchins
Scott Bastian
Lori Evans

Steve Arnett
Jillian Dashwood

COUNCIL MEMBERS ABSENT:

Duck Paterson
Bruce Whittington

STAFF PRESENT:

Ruth Malli
Felicity Adams

Sandy Bowden
Rebecca Kalina

Mayor Hutchins called the meeting to order at 6:00 p.m.

EXECUTIVE SESSION

2009-470: It was moved, seconded and carried that this meeting retire into Executive Session (6:00 p.m.) pursuant to Section 90(1) of the Community Charter to consider the following items:

- personal information about an identifiable individual who holds or is being considered for a position as an officer, employee or agent of the municipality or another position appointed by the municipality;
- negotiations and related discussions respecting the proposed provision of a municipal service that are at their preliminary stages and that, in the view of the council, could reasonably be expected to harm the interests of the municipality if they were held in public;
- the receipt of advice that is subject to solicitor-client privilege, including communications necessary for that purpose;

The Regular Session of Council was called to order at 7:00 p.m.

ARISE AND REPORT

2009-471: It was moved, seconded and carried that the Executive Session of Council rise with report on the following resolutions:

- That Marina Sacht, Kathy Holmes, Dave Ehrismann and Rob Waters be appointed to the Tourism Advisory Committee (EDC sub-committee) for two-year terms (2009-2011).
- That 'Ouellette' be added to the approved list of street names for the Town of Ladysmith.

AGENDA APPROVAL

Councillor Evans requested Council's consideration of adding the issue of drainage in front of the Pharmasave on First Avenue as item 13.1.

2009-472: It was moved, seconded and carried that the agenda for the Regular Council meeting for Tuesday, September 8, 2009 be approved as amended.

MINUTES

2009-473: It was moved, seconded and carried that the Council minutes of August 17 and 24, 2009 be approved as circulated.

DELEGATIONS

UNITED WAY CENTRAL AND NORTHERN VANCOUVER ISLAND

Lynne Brown, Chief Operating Officer, United Way Central and Northern Vancouver Island was in attendance to discuss the 2009 United Way campaign. Ms. Brown extended an invitation to attend the kick off breakfast event on September 25, 2009 at the Nanaimo Convention Centre. Mayor Hutchins presented Ms. Brown with a proclamation proclaiming September 20 - 26, 2009 as "United Way Week" in the Town of Ladysmith. Mayor Hutchins thanked Ms. Brown for her presentation and wished the United Way success with their 2009 fundraising campaign.

BYLAWS (OCP/ZONING)

OFFICIAL COMMUNITY PLAN AMENDMENT AND REZONING APPLICATION - 3360-09-04 (10930 Westdowne Road)

2009-474: It was moved, seconded and carried that Official Community Plan Bylaw, 2003, No. 1488, Amendment Bylaw (No. 26), 2009, No. 1694 be read a first and second time;

AND THAT Area 'G' Zoning Bylaw 1180, 1988 Amendment Bylaw (No. 1), 2009, No. 1695 be read a first and second time;

AND THAT a Public Hearing date be set for October 5, 2009.

COUNCIL / COMMITTEE REPORTS

Mayor Hutchins reported that the Trolley had 193 passengers today and that the official Trolley Ribbon Cutting Ceremony was held on September 1, 2009. Mayor Hutchins displayed a new product "Trolley Blend Tea" being sold at Olivia's to commemorate the Trolley. Mayor Hutchins attended the August Protective Services Committee meeting on behalf of Councillor Bastian and reported that the group will hold their next meeting at the Fire Hall. Mayor Hutchins noted that the next Global Commission meeting will be held on October 8, 2009.

GOVERNMENT SERVICES COMMITTEE RECOMMENDATIONS

2009-475: It was moved, seconded and carried that support in principle be given to the Rotary Club's offer to pay for the installation of a Globe Solar Energy Inc. solar collector GSE ISP-195 hot water heater at City Hall; and that staff be requested to review the matter and if suitable proceed with the installation.

2009-476: It was moved, seconded and carried that Council support the Building and Safety Branch proposals to include high-efficiency toilets in new construction and solar hot water ready construction for new single family houses in the BC Building Code.

2009-477: It was moved, seconded and carried that Staff be directed to remove any obstacles in the drainage ditch along Methuen Avenue that cause pooling; and that Staff provide a report for the 2010 budget deliberations outlining a phased approach for enclosing the drainage ditch behind Methuen Avenue from Fourth Avenue to First Avenue.

2009-478: It was moved, seconded and carried that the minutes of the Government Services Committee meeting held on August 17, 2009 be approved as circulated.

Councillor Bastian stated that he will be attending the Advisory Planning Commission meeting on September 9, 2009.

Councillor Dashwood stated that she will be away for the Liquid Waste Management Committee meeting on September 23, 2009 and will arrange for her alternate to attend.

Councillor Arnett reported that he attended a recent Chamber of Commerce meeting at which a discussion took place regarding the Spirit of Ladysmith Awards and stated that he received positive feedback from the Chamber regarding the trolley.

Councillor Evans reported that Councillor Arnett attended the recent Health Advisory Committee meeting and that member Casey La Rochelle from Stz'uminus (SNF) stated that they will be hosting advanced Suicide Prevention Training and invited members to attend. Councillor Evans reported that a representative from Social Planning Cowichan will attend a future Council meeting to explain their mandate. The Heritage Revitalization Advisory Commission will be unveiling the Miner's Memorial Plaque on October 3, 2009.

REPORTS

COMMUNITY SERVICES CENTER/CIVIC SPACE REZONING

2009-479: It was moved, seconded and carried that Staff be directed to prepare bylaws to amend the Official Community Plan and Zoning Bylaw to permit the community services centre/civic space at 208 High Street and 217 Buller Street, including a general regulation to permit 'park and open space' as a permitted use in all zones; and that staff request that the consulting architect complete a view study analysis for the community service centre;

AND THAT pursuant to S. 879 of the Local Government Act, Council requests that consultation for Official Community Plan and Zoning Bylaw amendment application 3360-09-06 shall include early discussion at the Global commission meeting, referral to the Advisory Planning Commission and the holding of a public information meeting prior to the public hearing on the bylaws;

AND THAT Staff be requested to include the Advisory Design Panel in the architectural design process for the community services centre/civic space project.

NEW MANUFACTURED HOME PARK - NEXT STEPS

2009-480: It was moved, seconded and carried that Staff be requested to have the following documentation prepared:

- Restrictive covenant to provide for:

- (a) priority allocation and occupancy to the residents of the Ivy Green Mobile Home Park, as of the date of the eviction notice, to relocate to the new manufactured home park;
 - (b) a monthly rental rate not to exceed \$365 in 2010;
 - (c) for a "life tenancy" rental term (life tenancy) for Ivy Green residents; and
 - (d) no subdivision of the manufactured home park, and
- Release of covenants and charges currently on the title of Town-owned Lot 1, DL108, Plan VIP73133 to facilitate the sports field and manufactured home park/residential development.

2009-481: It was moved, seconded and carried that staff prepare an amendment to the Town's Building Bylaw to allow the relocation of the Ivy Green residents' mobile homes at the new manufactured home park on "DL108".

PURCHASE OF SCBA AIR PACKS

2009-482: It was moved, seconded and carried that Staff be authorized to purchase 10 SCBA Air Packs from Acklands-Grainger Inc. in the amount of \$37,840.62.

RCMP - TOWN AGREEMENT

2009-483: It was moved, seconded and carried that the Mayor and Director of Corporate Services be authorized to sign an agreement with the Royal Canadian Mounted Police for the lease of the proportionate share of premises occupied by provincial members at the Town owned building at 320 6th Avenue.

AFTER HOURS WORK AT THE GOVERNMENT WHARF BY GREGSON CONTRACTING

2009-484: It was moved, seconded and carried that Gregson Contracting be authorized to perform works associated with the Small Craft Harbours breakwater project beyond the hours stipulated in the Noise Bylaw.

AMPHITHEATRE REPAIR

2009-485: It was moved, seconded and carried that Staff be directed to remove the deck and railing, and fence the area, in the front portion of the Amphitheatre at Transfer Beach Park as soon as possible and that the Financial Plan be amended to include this expenditure.

FIRE CHIEF'S REPORT

2009-486: It was moved, seconded and carried that the Fire Chief's Report for July, 2009 be received.

BUILDING INSPECTOR'S REPORT

2009-487: It was moved, seconded and carried that the Building Inspector's Report for

July, 2009 be received.

CORRESPONDENCE

JULY, 2009 POUND REPORT

2009-488: It was moved, seconded and carried that the July, 2009 Pound Report from T. Hughes of Coastal Animal Control Service of BC Ltd. be received.

ON A ROLL FOR ALS - LADYSMITH LIONS CLUB

2009-489: It was moved, seconded and carried that the letter from the Ladysmith Lions Club dated August, 17, 2009 be received and that the On a Roll for ALS rollers be authorized to use the Aggie Hall parking lot on September 21, 2009 at 2:00 p.m. and that Councillor Evans be appointed as the representative from Council to attend the event.

BYLAWS

Councillor J. Dashwood vacated Council Chambers at 7:52 p.m. due to a potential conflict of interest with the following agenda items.

2009-490: It was moved, seconded and carried that Town of Ladysmith Official Community Plan Bylaw, 2003, No. 1488, Amendment Bylaw (No. 23, 2009, No. 1672 (Lot 3, Block 1399, Oyster District, Plan VIP75559 Except part in Plan VIP80608) be adopted.

2009-491: It was moved, seconded and carried that Town of Ladysmith Zoning Bylaw 1995, No. 1160 Amendment Bylaw (No. 71), 2009, No. 1673 (Lot 3, Block 1399, Oyster District, Plan VIP75559 Except part in Plan VIP80608)) be adopted.

2009-492: It was moved, seconded and carried that Town of Ladysmith Zoning Bylaw 1995, No. 1160 Amendment Bylaw (No. 72), 2008, No. 1684 (1142 Trans Canada Highway) be adopted.

Councillor J. Dashwood returned to Council Chambers at 7:54 p.m.

NEW BUSINESS

DRAINAGE ISSUE

Councillor Evans reported that during a recent rainstorm there appeared to be drainage issues on the corner of First Avenue and Gatacre Street. City Manager, R. Malli, stated staff will be requested to review the drainage at that location.

APPRECIATION FOR FIRST RESPONDERS

2009-493: It was moved, seconded and carried that letters of thanks be sent to the First Responders who attended the motor vehicle accident on August 29, 2009 at the intersection of Trans Canada Highway and Roberts Street.

ADJOURNMENT

2009-494 It was moved, seconded and carried that the meeting be adjourned at 7:56 p.m.

CERTIFIED CORRECT:

Mayor (R. Hutchins)

Corporate Officer (S. Bowden)



Town of Ladysmith

STAFF REPORT

To: Ruth Malli, City Manager
From: Felicity Adams, Manager of Development Services
Date: September 16, 2009
File No: 3360-09-06

Re: **COMMUNITY SERVICES CENTRE/CIVIC SPACE REZONING**
(208 HIGH STREET and 217 BULLER STREET)

RECOMMENDATION(S):

1. That Council give first and second reading to Bylaw 1696 cited as "Official Community Plan Bylaw, 2003, No. 1488, Amendment Bylaw (No.27), 2009 No.1696" and Bylaw 1697 cited as "Town of Ladysmith Zoning Bylaw 1995, No. 1160 Amendment Bylaw (No.76), 2009, No.1697".
2. That a public hearing be scheduled for Bylaw 1696 and Bylaw 1697 on October 19, 2009.

PURPOSE:

The purpose of this report is to present Town-initiated Bylaw 1696 to amend the Official Community Plan and Bylaw 1697 to amend the Zoning Bylaw, and to seek direction to schedule a public hearing.

INTRODUCTION/BACKGROUND:

At its September 8, 2009 meeting Council directed staff to prepare bylaws to amend the Official Community Plan and Zoning Bylaw to permit the community services centre/civic space at 208 High St. and 217 Buller St., including a general regulation to permit 'park and open space' as a permitted use in all zones.

SCOPE OF WORK:

Bylaw 1696 - OCP Amendment

- Re-designates the subject property from Multi-family Residential to Institutional.
- Removes the Commercial Development Permit Area (DPA3) from the subject property.

Bylaw 1697 - Zoning Bylaw Amendment

- Adds a definition for "park and open space";
- Amends the definition of "public assembly use" to include outdoor market and to permit offices associated with public assembly uses;
- Amends the Zoning Bylaw such that "park and open space" is a use that is permitted in all zones; and

- Rezones the subject property from “Multi-Family Residential (R-3)” to “Institutional Zone (P-1)”

ALTERNATIVES:

That Council provide additional direction regarding land use policy and regulation for the High Street property.

FINANCIAL IMPLICATIONS:

The Town is receiving a grant from the Community Adjustment Fund (CAF) Program and a grant from Spirit Square for this project.

LEGAL IMPLICATIONS:

A public hearing is required to be held if the application proceeds.

CITIZEN/PUBLIC RELATIONS IMPLICATIONS:

- The project was presented to the Global commissions meeting in June 2009.
- A public information meeting will be held prior to the public hearing.
- The rezoning application will be considered by the Advisory Planning Commission on October 13, 2009.

INTERDEPARTMENTAL INVOLVEMENT/IMPLICATIONS:

The City Manager is leading the Civic Space project for the Town. Development Services staff are processing the rezoning application.

RESOURCE IMPLICATIONS:

This project is a Council priority. Processing this application is within available staff resources.

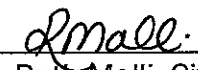
ALIGNMENT WITH STRATEGIC PRIORITIES:

The creation of a “new civic space” is one of Council’s 25 strategic priorities.

SUMMARY:

Bylaw 1696 and 1697 have been prepared to facilitate the rezoning of town owned land to permit a community services centre/civic space located at Second Avenue between High Street and Buller Street. A public hearing date of October 19 is proposed.

I concur with the recommendation.



Ruth Malli, City Manager

ATTACHMENTS:

Bylaw 1696 and 1697

TOWN OF LADYSMITH

BYLAW NO. 1696

A bylaw to amend "Official Community Plan Bylaw, 2003, No. 1488"

WHEREAS pursuant to the *Local Government Act*, the Municipal Council is empowered to amend the Official Community Plan;

AND WHEREAS after the close of the Public Hearing and with due regard to the reports received, the Municipal Council considers it advisable to amend "Official Community Plan Bylaw, 2003, No. 1488".

NOW THEREFORE the Council of the Town of Ladysmith in open meeting assembled enacts as follows:

- (1) Map 1 "Land Use" of Schedule "A" is amended by placing "Institutional" on Block B, District Lot 56, Oyster District, Plan 6460, Except That Part in Plan 13908 and VIP68919 as shown on Schedule 1 to this Bylaw.

- (4) Map 2 "Development Permit Areas" of Schedule "A" is amended by removing "Commercial Development Permit Area (DPA 3)" on Block B, District Lot 56, Oyster District, Plan 6460, Except That Part in Plan 13908 and VIP68919.

CITATION

- (5) This bylaw may be cited for all purposes as "Official Community Plan Bylaw, 2003, No. 1488, Amendment Bylaw (No. 27), 2009, No. 1696".

READ A FIRST TIME on the _____ day of _____

READ A SECOND TIME on the _____ day of _____

PUBLIC HEARING held pursuant to the provisions of the *Local Government Act*

on the _____ day of _____

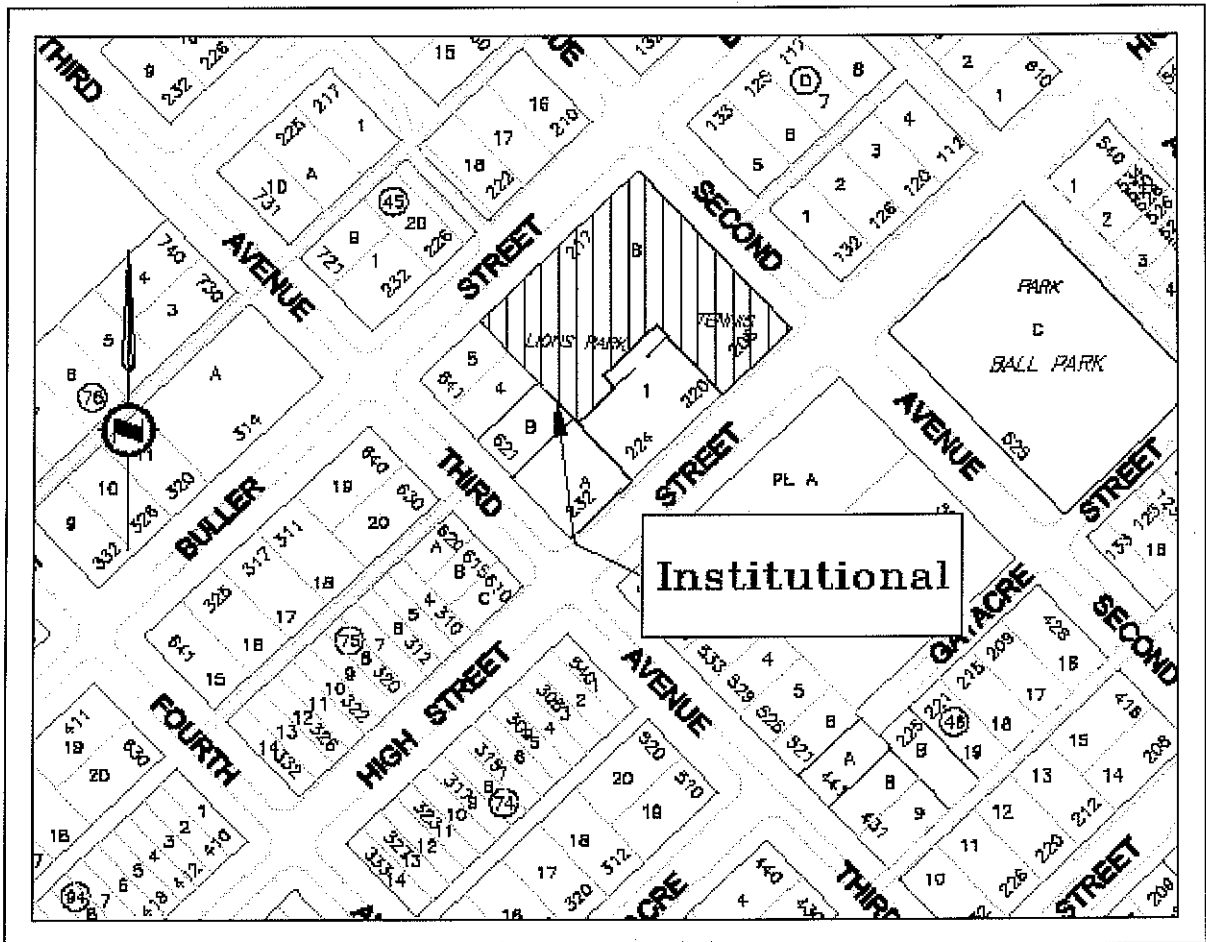
READ A THIRD TIME on the _____ day of _____

ADOPTED on the _____ day of _____

Mayor (R. Hutchins)

Corporate Officer (S. Bowden)

BYLAW 1696 – SCHEDULE 1



TOWN OF LADYSMITH

BYLAW NO. 1697

A bylaw to amend "Town of Ladysmith Zoning Bylaw, 1995, No. 1160"

WHEREAS pursuant to the *Local Government Act*, the Municipal Council is empowered to amend the zoning bylaw;

AND WHEREAS after the close of the Public Hearing and with due regard to the reports received, the Municipal Council considers it advisable to amend "Town of Ladysmith Zoning Bylaw 1995, No. 1160";

NOW THEREFORE the Council of the Town of Ladysmith in open meeting assembled enacts as follows:

- (1) The text of "Town of Ladysmith Zoning Bylaw 1995, No. 1160" as amended is hereby further amended as follows:
 - (a) Adding the definition "Park and Open Space" in Section 4.0 Definitions:

"Park and Open Space means any area of land which is used or intended to be used by the public for recreational purposes or for preservation of nature and may be developed with recreational facilities or may be in a natural state, all of which is administered by a government agency."
 - (b) Deleting the definition "Public Assembly Use" in Section 4.0 Definitions, and replacing it with:

"Public Assembly Use means the use of land, buildings or structures for the assembly of persons for religious, charitable, philanthropic, cultural, private recreational, private educational, as well as outdoor market and entertainment purposes; includes community service buildings, auditoriums, youth centres, social and assembly halls, group camps, schools, private schools, kindergartens, playschools, day nurseries, day care schools and theatres; and associated offices."
 - (c) Adding Section "5.13 (A) Permitted Uses"
 - (1) The following uses are permitted in all zones:
 - (a) park and open space.
- (2) The map, being 'Schedule A' to "Town of Ladysmith Zoning Bylaw 1995, No. 1160" is hereby amended by placing "Institutional Zone (P-1)" on Block B, District Lot 56, Oyster District, Plan 6460, Except That Part in Plan 13908 and VIP68919, as shown on Schedule 1 to this Bylaw.

CITATION

- (3) This bylaw may be cited for all purposes as "Town of Ladysmith Zoning Bylaw 1995, No. 1160 Amendment Bylaw (No.76), 2009, No. 1697".

READ A FIRST TIME on the day of

READ A SECOND TIME on the day of

PUBLIC HEARING held pursuant to the provisions of the *Local Government Act*

on the day of

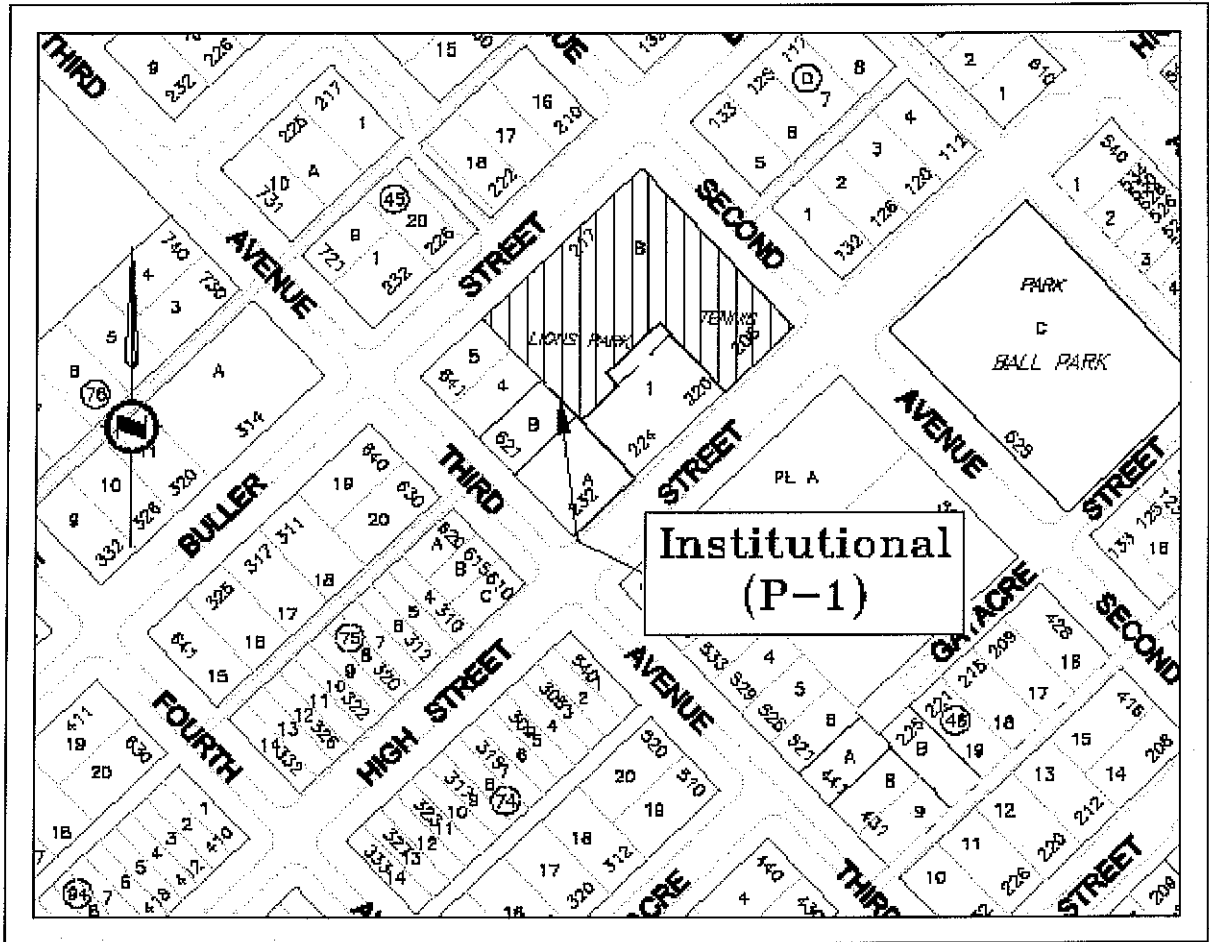
READ A THIRD TIME on the day of

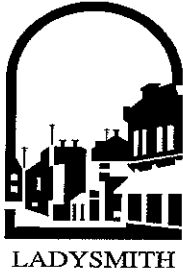
ADOPTED on the day of

Mayor (R. Hutchins)

Corporate Officer (S. Bowden)

BYLAW No. 1697 – SCHEDULE 1





Town of Ladysmith
STAFF REPORT

To: Ruth Malli, City Manager
From: Felicity Adams, Manager of Development Services
Date: September 16, 2009
File No:

Re: **BIKE PLAN RFP – CONSULTANT SELECTION**

RECOMMENDATION(S):

1. That the Bike Plan Update project be awarded to HB Lanarc with Richard Drdul in the amount of \$20,928 + GST.
2. That Council include this project in the Development Services list of Top 5 strategic priorities.

PURPOSE:

The purpose of this report is to present the results of the Bike Plan Update Request for Proposals (RFP) and seek contract award.

INTRODUCTION/BACKGROUND:

Council supported undertaking an update to the Bike Plan and submitted a grant application for a Phase 2 Built Environment & Active Transportation (BEAT) grant. The Town was awarded \$21,000 in March 2009. The project activities must be completed by December 31, 2009.

The RFP was issued August 10, 2009 and it closed August 26, 2009. The upset price of \$21,000 was included in the RFP documents.

Proposals were submitted from 10 firms. Proposals are available for Council's review from the Director of Corporate Services.

SCOPE OF WORK:

The following outcomes and deliverables are expected from this project.

1. Updated Bicycle Network Plan: a comprehensive, integrated bicycle network plan that addresses the physical and topographic challenges of the community including improved route design to serve new neighbourhoods and tourism amenities.
2. Updated Engineering Standards & Specifications: new bike-path friendly cross-sections for road design & construction.
3. Cycling Infrastructure Design: new design standards for route signage & markings, and for bike rack design.
4. OCP Policies: new transportation policies, bicycle route map and design guidelines for inclusion in the OCP **23**

ALTERNATIVES:

That Council not award the contract or that Council award the contract to another consulting team.

FINANCIAL IMPLICATIONS:

The Town has been awarded a Phase 2 Built Environment & Active Transportation (BEAT) grant in the amount of \$21,000. Costs associated with the public process (room bookings, advertising) are included in the Development Services budget.

LEGAL IMPLICATIONS: N/A

CITIZEN/PUBLIC RELATIONS IMPLICATIONS:

Public consultation is included within the scope of work.

INTERDEPARTMENTAL INVOLVEMENT/IMPLICATIONS:

All Departments were involved in the development of the RFP. The Department of Parks, Recreation and Culture has been involved in the consultant selection process. The project will involve the following departments: Parks, Recreation and Culture, Public Works and Development Services.

RESOURCE IMPLICATIONS:

The Town will be responsible for working with the consultant and providing support for the public process.

ALIGNMENT WITH STRATEGIC PRIORITIES:

The Community Sustainability Visioning Report includes an update to the Town's Bike Plan (2000) as a short-term implementation action. Implementation of active transportation options is consistent with the Climate Action Charter and Ladysmith's efforts to reduce its GHG emissions.

The 2009 Strategic Plan includes the strategic direction "A Safe and Healthy Community", including the goal "improve active transportation options" with the action being updating the 2000 Bike Plan.

This project is not currently on Council's list of Top 25 strategic priorities.

SUMMARY:

The Town has been awarded a Phase 2 Built Environment & Active Transportation (BEAT) grant in the amount of \$21,000. The project activities must be completed by December 31, 2009. Undertaking this project is consistent with Council's sustainability objectives. Several excellent proposals were received. The firm of HB Lanarc with Richard Drdul is recommended.

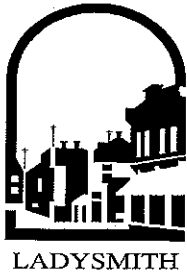
I concur with the recommendation.



Ruth Malli, City Manager

ATTACHMENTS:

"None".



Town of Ladysmith

STAFF REPORT

To: Ruth Malli, City Manager
From: Sandy Bowden, Director of Corporate Services
Date: September 15, 2009
File No:

Re: MACHINE SHOP SPACE RENTAL

RECOMMENDATION(S):

That Council authorize the leasing of Unit H in the Machine Shop building to Atlantis Kayaks for \$5.00 per square foot, for a period of one year commencing October 1, 2009, and that Council direct staff to proceed with statutory notification.

PURPOSE:

To seek Council's approval to lease space to Atlantis Kayak to enable them to continue/expand their kayak manufacturing business.

INTRODUCTION/BACKGROUND:

The space in question was rented by Blondeau's Cabinets and used as their lacquering and painting facility. Atlantis Kayak has been renting Unit B for several years and has expressed an interest in leasing Unit H. This would increase efficiency in their manufacturing operation.

SCOPE OF WORK:

N/A

ALTERNATIVES:

Council could choose to advertise the space to other potential tenants, or Council could choose not to rent the space, but to use it for storage for the Town.

FINANCIAL IMPLICATIONS:

Not renting the space would cause a loss in revenues to the Town of \$187.50 per month.

LEGAL IMPLICATIONS:

None

CITIZEN/PUBLIC RELATIONS IMPLICATIONS:

By leasing the space to this business, Council is showing its support to local manufacturing businesses and economic sustainability. Other potential tenants may come forward during the statutory notification period; Council will have the opportunity to consider any response to the notices.

INTERDEPARTMENTAL INVOLVEMENT/IMPLICATIONS:

N/A

RESOURCE IMPLICATIONS:

N/A


ALIGNMENT WITH STRATEGIC PRIORITIES:

This aligns with the Town's strategic priority areas of responsible financial governance and supporting economic development.

SUMMARY:

Atlantis Kayaks would like to expand the space they rent in the Machine Shop in order to improve efficiency of their manufacturing operation. Renting Unit H to them will signal Council's support for local businesses and economic sustainability.

I concur with the recommendation.



Ruth Malli, City Manager

ATTACHMENTS:

None.



Town of Ladysmith
STAFF REPORT

To: Council
From: Ruth Malli, City Manager
Date: September 17, 2009
File No:

Re: **REQUEST FOR EXPRESSIONS OF INTEREST – COMMUNITY SOCIAL SERVICES CENTRE AND SPIRIT SQUARE**

RECOMMENDATION(S):

That staff be authorized to negotiate terms of reference and a contract for Council approval with D'Ambrosio Architecture and Urbanism for the purpose of designing a multi-purpose community social services building and surrounding Spirit Square.

PURPOSE:

The purpose of this report is to present the results of the Community Social Services Centre and Spirit Square EOI and seek Council's authorization to negotiate the contract.

INTRODUCTION/BACKGROUND:

Council directed staff to pursue the Community Social Services Centre and Spirit Square project. The Town has received a Spirit Square grant and a CAF grant in the amount of \$2.7 million was recently announced for this project. The EOI for architectural services was issued in July and the deadline for submissions was August 7, 2009. A total of eight proposals were submitted and were reviewed by the selection committee, which consists of representatives from the Town, Boys and Girls Club and Ladysmith Resources Centre Association. The proposals were shortlisted to three by the selection committee and Council approved the selections. The three were interviewed and the selection of D'Ambrosio Architecture and Urbanism is a result of this process. The selection was unanimous.

SCOPE OF WORK:

The authorization is to proceed with negotiations with the architect; the final contract will be brought back to Council for approval. Upon awarding the contract the consultant will engage with stakeholders and prepare the necessary design drawings for the community social services building and surrounding Spirit Square.

ALTERNATIVES:

Council could award the contract to another bidder.

FINANCIAL IMPLICATIONS:

The Town received a grant in the amount of \$2.7 million through the Community Adjustment Fund (CAF) as part of Canada's Economic Action Plan. Costs associated with this EOI will be funded through the grant.

LEGAL IMPLICATIONS:

None.

CITIZEN/PUBLIC RELATIONS IMPLICATIONS:

The community is excited to become involved in the process. The grants have tight timelines for completion. The selection of an architect is required to commence the project.

INTERDEPARTMENTAL INVOLVEMENT/IMPLICATIONS:

The work associated with the initial design phase for the project will involve all departments.

ALIGNMENT WITH STRATEGIC PRIORITIES:

This project is one of the City Manager's top 5 strategic priorities.

ATTACHMENTS:

None.



Town of Ladysmith
STAFF REPORT

To: Council
From: Ruth Malli, City Manager
Date: September 2, 2009
File No:

Re: REVIEW OF RESPONSES TO REQUEST FOR EOI

RECOMMENDATION(S):

That Council approve the short-list of responses to the request for expressions of interest for the Community Social Services Centre and Civic Square project as:

D'Ambrosio Architecture + Urbanism

McFarland Marceau Architects with Angela YP Quek Architecture; and

DA Architects

That Town Of Ladysmith staff, consultant and representatives from the Boys and Girls Club of Central Vancouver Island and the Ladysmith Resources Centre Association be requested to interview the short-listed architects.

PURPOSE:

To approve the short list of architects to be interviewed for two projects on High St., Civic Square and the Community Social Services Centre.

INTRODUCTION/BACKGROUND:

The Town has received funding from the Provincial Government for the creation of a Spirit Square on Town owned land on High St. The Town has also made application for a grant through the Community Adjustment Fund (CAF) for completion of a Community Social Services Centre (CSSC) in partnership with the Boys and Girls Club of Central Vancouver Island and the Ladysmith Resources Centre Association. These two projects (Civic Square, CSSC) are best designed and co-ordinated together, being on the same site. However, each has funding from grants, with different timelines. The funding for the Civic Square requires that the project commence immediately; the funding for the CSSC building requires that the project be 'shovel ready' but not commence prior to funding announcements.

It is in the best interest of the community (cost reduction, co-ordination of effort and resources, public process) to design the projects at the same time. However, a contract for the total architectural design cannot be released until funding for the building is confirmed. The decision before Council helps move the project forward while the grant application is processed.

SCOPE OF WORK:

The Town issued a request for expressions of interest for an EOI. Eight proposals were received. The proposals were ranked to the degree to which they responded to five of six criteria listed:

Firm history & credentials-related
Individuals & responsibilities
Specific experience-individuals
Summary key features to address
References-similar projects

The fees portion of the submission was excluded, as overall fees will be negotiated in subsequent stages. The results were tabulated by a consultant (Process Four) and independently by representatives of the Town, Boys & Girls Club of CVI, Ladysmith Resource Centre Association. The decision on the top three was unanimous.

ALTERNATIVES:

To move the project forward, it is recommended that the process continue. Council could decide to not select.

FINANCIAL IMPLICATIONS:

Until funding is confirmed for the building, a selection will not be finalized. Funding is in place for the Spirit Square.

LEGAL IMPLICATIONS:

none

CITIZEN/PUBLIC RELATIONS IMPLICATIONS:

The community is keen and interested in participating in public process for the Spirit Square, this selection process will move the public process forward.

INTERDEPARTMENTAL INVOLVEMENT/IMPLICATIONS:

All departments are involved in these two projects.

RESOURCE IMPLICATIONS:

Operational resources will be dedicated to this project from all departments (all divisions). The projects are on our Top 25 Strategic Priorities list.

ALIGNMENT WITH STRATEGIC PRIORITIES:

Both projects on Top 25 Strategic Priorities List; Strategic Priority A: Wise Financial Management (secure new sources of revenue and alternate ways of financing community services and projects-securing grants for capital projects); Strategic Priority B: Effective Land Use Planning and Community Design: Develop the Downtown Core; Strategic Priority F: A Safe and Healthy Community

SUMMARY:

There are two projects on the same building site, a Civic Square and a Community Social Service Centre (CSSC). It is in the communities' best interest to design and build the two projects in a co-ordinated effort. The Town is awaiting an announcement on funding of the CSSC through the Community Adjustment Fund (CAF). While this grant application is processed it is prudent to move forward on the selection process of an architect.



Western Economic
Diversification Canada

Diversification de l'économie
de l'Ouest Canada

Mailing Address:
Suite 700 - 333 Seymour Street
Vancouver, B.C. V6B 5G9
Street Address:
Suite 600 - 333 Seymour Street
Vancouver, B.C.

Adresse postale :
333, rue Seymour, bureau 700
Vancouver (C.-B.) V6B 5G9
Adresse civique :
333, rue Seymour, bureau 600
Vancouver (C.-B.)

WD File No.: 9920

SEP 14 2009

Ruth Malli
City Manager
Town of Ladysmith
410 Esplanade, P.O. Box 220
Ladysmith, British Columbia
V9G 1A2

SEP 15 2009

TOWN OF LADYSMITH

Dear Ms.Malli:

**RE: OFFER OF FINANCIAL ASSISTANCE UNDER THE
WESTERN DIVERSIFICATION PROGRAM**

On behalf of the Minister of Western Economic Diversification, I am pleased to offer financial assistance under the Community Adjustment Fund (CAF) to the Town of Ladysmith to assist in further developing the Community Services Centre.

The enclosed document is a legal contract that sets out the terms and conditions under which the WDP assistance is being offered, and should be reviewed carefully. To indicate your acceptance of this offer, please sign both copies without making changes, and return one copy to the above address within twenty-five business days from the date this letter was issued. The original duplicate should be kept for your records.

I look forward to the continuing relationship with the Town of Ladysmith, and am pleased to convey my thanks for helping WD implement the department's Community Adjustment Fund (CAF) agenda in western Canada. If you have any questions concerning the contract, please contact John Magor at 604-666-1351 or john.magor@wd.gc.ca.

Yours sincerely,

Gerry Salembier
Assistant Deputy Minister
Western Economic Diversification Canada
British Columbia Region

Enclosure

Canada

THIS AGREEMENT made in duplicate

BETWEEN:

Her Majesty the Queen in Right of Canada
as represented by the Minister of Western Economic Diversification
(the "Minister")

- and -

Town of Ladysmith
located at Ladysmith, British Columbia
(the "Recipient")

WHEREAS:

- A. The Minister is offering the Recipient a financial Contribution under the Community Adjustment Fund for the Project described in this Agreement.
- B. The Recipient wishes to accept the financial Contribution under the terms and conditions set out in this Agreement.

NOW THEREFORE, in consideration of the promises and payments made herein, the parties agree as follows:

1. DEFINITIONS

1.1 Unless otherwise defined herein, the following terms shall have the following meanings:

- (a) "Agreement" means this agreement together with all schedules and attachments and all amendments made in writing between the parties.
- (b) "Assisted Capital Costs" means those costs described in the Statement of Work.
- (c) "Assisted Non-Capital Costs" means those costs described in the Statement of Work.
- (d) "Cancellation Date" means the date set out in the Statement of Work, which is the latest date by when the Recipient shall demonstrate to the Minister that the Project has commenced, which is usually indicated by the Recipient incurring Project Costs.
- (e) "Completion Date" means the date set out in the Statement of Work, by when the Recipient must finish work on the Project.
- (f) "Contribution" means the conditional financial payment from the Minister to the Recipient, described in more detail and the amount of which is set out in the Statement of Work, which shall only be applied towards the Project Costs, which are assisted.
- (g) "Non-Assisted Capital Costs" means those costs described in the Statement of Work.

- (h) "Non-Assisted Non-Capital Costs" means those costs described in the Statement of Work.
- (i) "Notice of Default" has the meaning ascribed to it in Section 6.2 of this Agreement.
- (j) "Performance Indicators" means the indicators more particularly described in the Statement of Work that the parties shall use to measure the progress and success of the Project.
- (k) "Project" means the project described in the Statement of Work.
- (l) "Project Costs" means those costs described in the Statement of Work.
- (m) "Stacking" means the maximum total funding toward the project, from federal, provincial and municipal government sources, expressed as a percentage of Total Project Costs as shown in the Statement of Work.
- (n) "Statement of Work" means the document attached to this Agreement as Attachment "A".
- (o) "Start Date" means the date set out in the Statement of Work, as the earliest date on which the Recipient can begin incurring Project Costs.
- (p) "Final Client Reporting Date" means the date set out in the Statement of Work, which is the final date by when the Recipient shall have provided such information and reports as requested by the Minister, with respect to the attainment of the Performance Indicators.
- (q) "Western Canada" means the provinces of British Columbia, Alberta, Saskatchewan and Manitoba.
- (r) "Contingency Fee" means any payment or other compensation that is contingent upon or is calculated upon the basis of a degree of success in soliciting or obtaining the Contribution or negotiating the whole or any part of its terms."

2. THE PROJECT

- 2.1 The Recipient shall carry out the Project in a diligent and professional manner.
- 2.2 The Recipient shall not alter the scope of the Project as defined in the Statement of Work without prior written consent of the Minister.
- 2.3 This Agreement shall not be amended or assigned in whole or in part by the Recipient without the prior written consent of the Minister.
- 2.4 The Recipient shall implement or operate the Project in Western Canada.

3. THE CONTRIBUTION

- 3.1 Provided the Recipient is in compliance with its obligations under this Agreement, the Minister shall provide the Recipient with a non-repayable Contribution not exceeding \$2,752,047, calculated as detailed in the Statement of Work. Disbursements not exceeding the amount of the Contribution will be made upon the Minister's receipt of the following from the Recipient, no later than six (6) months following the Completion Date:

- (a) one or more claims for reimbursement of the Assisted Capital Costs and the Assisted Non-Capital Costs, which the Recipient has incurred and paid, it being understood that the claim must be accompanied by such vouchers, receipts and other documentation, including progress reports, as may be requested by the Minister; and
 - (b) any other material that the Minister requests.
- 3.2 Any payment made by the Minister under this Agreement is subject to there being an appropriation by Parliament for the fiscal year in which the payment is being made.
- 3.3 The Minister will notify the Recipient with a minimum of 3 months advance notice of a termination or reduction of the contribution for this project in the event the Community Adjustment Fund Terms and Conditions are terminated or amended.
- 3.4 The maximum amount that the Minister shall pay under this Agreement is the amount of the Contribution.
- 3.5 The Minister shall not pay any portion of the Contribution towards any Project Costs that the Recipient incurs prior to the Start Date or after the Completion Date.
- 3.6 The Recipient shall make requests for payment of the required portions of the Contribution at least annually, as of the Start Date, but not more frequently than four times per year.
- 3.7 The Minister shall not pay any interest on the Contribution.
- 3.8 (a) For the purposes of this Agreement, total government assistance, including any tax credit related to the Project to which the Recipient is or will be entitled, shall not exceed the stacking limit indicated on the Statement of Work.
- (b) The Recipient undertakes to inform the Minister promptly in writing of any reduction in Projects Costs or of any additional federal, provincial or municipal assistance that becomes available to the Project above the amounts set out in the Statement of Work. Should the stacking limit set out in the Statement of Work be exceeded, the Minister shall have the right to adjust the Contribution or to recover forthwith any excess assistance paid up to the total of the Contribution disbursed as a debt due Her Majesty the Queen in Right of Canada.
- 3.9 The Minister shall only make payments on Assisted Non-capital Costs incurred under this project for travel and hospitality within the guidelines provided by the Minister to the Recipient.
- 4. RECIPIENT'S REPRESENTATIONS AND COVENANTS**
- 4.1 (a) The Recipient declares that any person who has been lobbying on its behalf to obtain the Contribution and who is required to be registered pursuant to the Lobbyists Registration Act was registered pursuant to such Act at the time the lobbying occurred.
- (b) The Recipient represents and warrants to the Minister that it has not, nor has any other person, corporation, or organization, directly or indirectly paid or agreed to pay, and covenants that it and they shall not directly or indirectly pay, any person to solicit this Agreement or the Contribution, for a commission, Contingency Fee or any other consideration dependent on the execution of this Agreement or the payment of the Contribution or any portion thereof.

- 4.2 The Recipient shall preserve and keep available, for six years after completion of the Project:
- (a) proper books of account recording project revenues and costs,
 - (b) accounts and records that are necessary in the circumstances to support the books of account; and
 - (c) adequate administrative documentation to support the Recipient's decisions made concerning the Project.
- 4.3 The Recipient shall, if requested by the Minister, permit any authorized representative of the Minister, or auditors engaged by the Minister or the Auditor General for Canada, reasonable access to its premises to do the following:
- (a) inspect and assess the progress of the Project.
 - (b) examine the Recipient's books, accounts and any other records related to the Project and the Contribution, and to make copies thereof.
- 4.4 The Recipient shall provide the Minister with a list of all amounts owing in arrears to the federal government under any legislation or other contribution agreements and acknowledges that the Minister may offset the Contribution against any such amounts the Recipient owes in arrears to the federal government.
- 4.5 The Recipient shall not dispose of, or relinquish control over, any asset utilized in the Project, including intellectual property developed or acquired as a result of carrying out the Project, during the term of this Agreement, without the prior written consent of the Minister.
- 4.6 The Recipient shall obtain the prior written consent of the Minister to any change that, in the sole judgement of the Minister, may materially affect the ownership, management, or financing of the Recipient during the term of this Agreement.
- 4.7 The Recipient shall obtain appropriate insurance coverage for the Project and shall maintain such insurance coverage in full force and effect until the Project has been completed and shall provide evidence of such insurance coverage to the Minister, at the Minister's request.
- 4.8 The Recipient shall obtain all necessary licenses, permits, and approvals required for the Project by applicable legislation, regulations and by-laws.
- 4.9 The Recipient, if directed by the Minister, shall forthwith repay to the Minister any overpayments or unexpended balances of the Contribution, and such amounts shall constitute a debt due to Her Majesty the Queen in Right of Canada. These debts will be due upon notice to the Recipient and any amounts unpaid after 30 days from the day of notice will be subject to the same interest as would be calculated in an event of default as described in Section 6.5 of this Agreement.
- 4.10 The Recipient shall to the satisfaction of the Minister, ensure that all Project Costs are incurred in a manner that is transparent, competitive and consistent with value for money principles.

5. REPORTING

5.1 Project Reports, in a form satisfactory to the Minister, shall be submitted by the Recipient to the Minister on the following schedule:

- (a) A progress report at the end of every quarter of the Minister's fiscal year ending March 31, until the Final Client Reporting Date as defined in Attachment "A" of this Agreement. The reports will be due within 2 weeks of the fiscal quarter ending March 31, June 30, September 30 and December 31.
- (b) within 30 days of the Completion Date of the Project, a Project completion report which shall include, without limitation, the following:
 - i) a summary of milestones completed,
 - ii) the extent to which performance indicators were achieved, and
 - iii) a description of the benefits that have accrued to date.
- (c) any financial statements or additional reports as may be requested by the Minister.

5.2 Following the Completion Date of the Project, the Recipient shall submit reports as required in accordance with the Project Measurement section of the Statement of Work.

6. DEFAULT

6.1 The following constitute events of default on behalf of the Recipient:

- (a) submitting false or misleading information to the Minister or failing to disclose relevant information which may have a negative impact on the Recipient's financial position;
- (b) failing to satisfy a term or condition of this Agreement;
- (c) becoming bankrupt or insolvent, going into receivership or taking the benefit of any statute from time to time in force relating to bankrupt or insolvent debtors; or
- (d) the Recipient is dissolved or ceases to carry on business.

6.2 If an event of default occurs, the Minister may inform the Recipient, by a notice dated and in writing (the "Notice of Default"), of one or more of the following:

- (a) that the Minister's obligation to pay the Contribution to the Recipient is hereby terminated as a result of an event of default occurring;
- (b) that the Recipient shall repay to the Minister, all or part of the Contribution forthwith and that such an amount is a debt due to Her Majesty in Right of Canada and may be recovered as such;
- (c) the Recipient shall transfer any assets it has acquired through the proceeds of the Contribution to a third party, as directed by the Minister; and
- (d) the Recipient shall use its best efforts to dispose, at fair market value as determined at the sole discretion of the Minister, of any assets it has acquired through the proceeds of the Contribution and shall provide the Minister with the proceeds of such disposal, as directed by the Minister.

- 6.3 Unless the Recipient satisfies the Minister, within two (2) weeks of the date of the Notice of Default, that either the event of default has not occurred or that it has fully remedied the event of default, the Recipient shall be fully bound by and comply with the terms of the Notice of Default.
- 6.4 The Recipient shall pay, in addition to any amount due as a result of an event of default, interest on such amount, calculated from the date of the Notice of Default until the date that the full amount payable has been received by the Minister.
- 6.5 In accordance with the *Interest and Administrative Charges Regulations* under the *Financial Administration Act*, the rate of interest on the amount due as a result of an event of default, shall be fixed at 3 percent above the minimum rate at which the Bank of Canada is prepared to make loans as at the date of the Notice of Default.
- 6.6 Section 6 of this Agreement shall survive the expiration or termination of this Agreement.

7. ENVIRONMENT

- 7.1 The Recipient represents that any environmental issues or concerns relating to the Project which are known or ought to be known to the Recipient have been disclosed to the Minister, and the Recipient shall inform the Minister of any environmental issues or concerns regarding the Project which arise during the term of this Agreement.
- 7.2 The Recipient shall obtain all certificates, consents, permits and approvals required for compliance with applicable legislation and shall comply with the requirements of such legislation and use its best efforts to resolve any environmental issues that may arise.

8. NOTICE

- 8.1 (a) Any notice or communication authorized or permitted with respect to this Agreement shall be effectively given if:
- (i) delivered by hand;
 - (ii) sent by letter; or
 - (iii) sent by facsimile.
- (b) Any notice that is delivered by hand shall be deemed to have been received on delivery. Any notice which has been mailed shall be deemed to have been received eight (8) calendar days after being mailed. Any notice sent by facsimile shall be deemed to have been received twenty-four (24) hours after the time that is printed on the dispatcher's confirmation slip.
- 8.2 (a) The Minister's address for notice shall be:
- Program Coordination
 - Department of Western Economic Diversification
 - Suite 700-333 Seymour Street
 - Vancouver, BC V6B 5G9
 - FAX #: (604) 666-2353
- (b) The Recipient's address for notice shall be:

Ms. Ruth Malli
City Manager
Town of Ladysmith
410 Esplanade
PO Box 220
Ladysmith, British Columbia V9G 1A2
FAX #: (250) 245-6411

- (c) Either the Minister or the Recipient may change the address and other information stipulated above, provided that a written change of address notice is issued to the other party.

9. PUBLIC ANNOUNCEMENTS AND COMMUNICATIONS

- 9.1 The Recipient shall comply with the requirements contained in Attachment "B" concerning public announcements, placement of signs, official ceremonies, and publications including news releases and annual reports.
- 9.2 If applicable, in making any announcements of this Contribution, the Recipient shall comply with the spirit of the "Official Languages Act".

10. INDEMNITY

- 10.1 The Recipient shall indemnify and save harmless the Minister and the Minister's representatives, successors, assigns, servants and agents against and from all actions, suits, damages, losses, charges, expenses, claims and demands whatsoever (including necessary legal costs) which may hereafter be brought or made against the Minister or which the Minister may sustain, pay or incur as the result of or in connection with or arising out of any action of the Recipient.
- 10.2 The Minister's liability under this Agreement shall be limited in the aggregate to a sum equal to or less than the Contribution.
- 10.3 Section 10 of this Agreement shall survive the termination or expiration of this Agreement.

11. GENERAL

- 11.1 This Agreement is an agreement for the Contribution only. It does not create a partnership, agency, joint venture, or employer/employee relationship between the parties and the Recipient shall not represent itself as such, including in any agreement with a third party.
- 11.2 No member of the House of Commons of Canada or the Senate of Canada shall be admitted to any share or part of the Agreement or to any benefit to arise therefrom.
- 11.3 As a condition of receiving the Contribution, the Recipient shall comply with the "Conflict of Interest and Post-Employment Code for Public Office Holders" and the "Values and Ethics Code for the Public Service" at all times during the currency of the Agreement.
- 11.4 This Agreement and the attachments attached hereto contain the entire agreement between the parties with respect to the subject matter hereto and shall supersede all previous negotiations, representations and documents in relation hereto made by either of the parties.
- 11.5 Time is to be considered of the essence of this Agreement.
- 11.6 All information provided by the Recipient to the Minister will be treated in accordance with the "Access to Information Act" and the "Privacy Act". These laws govern, protect and limit the collection, use and disclosure of personal, financial and technical information by federal government departments and agencies. In addition to and notwithstanding the above, the Minister reserves the right to make information relating to this agreement available to the public, including providing limited information on a public website as part of a list of all projects funded by the Minister. The Recipient hereby represents that they have authority to consent and consents to the information being made available to the public.

This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument and shall be effective as of the formal date hereof.

IN WITNESS WHEREOF this Agreement has been executed by the parties by their duly authorized officers
this day of , 200 .



For the Minister of
Western Economic Diversification

Town of Ladysmith

ATTACHMENT "A"

Statement of Work

I PROJECT SCOPE**i) Description**

The Recipient is seeking funding under the Community Adjustment Fund Program (CAF) to construct a Community Services Centre and refurbish an existing structure on Town owned property in central Ladysmith. The Centre and refurbished structure will act as one-stop central service area that will bring together the Ladysmith Boys and Girls Club, the Ladysmith Resources Centre Association, the Ladysmith Food Bank and the Ladysmith Seniors Association. The project will result in a much needed increase in space for these organizations allowing them to expand their services resulting in an estimated 7 new jobs.

ii) Project Location

The Recipient shall carry out the Project in Ladysmith.

iii) Project Costs

<u>PROJECT COSTS</u>	<u>Project Costs</u>	<u>WD Assistance</u>	<u>WD %</u>
Assisted Capital			
Preparation and construction of the Centre	\$3,052,649	\$2,003,445	66%
Building renovations	\$1,149,398	\$748,602	66%
Total Assisted Capital	\$4,202,047	\$2,752,047	66%
Total Assisted	\$4,202,047	\$2,752,047	66%
TOTAL PROJECT COSTS	\$4,202,047	\$2,752,047	66%

Letters of commitment from the Province are on file.

The above costs include only Project Costs, as set out above, incurred directly to carry out the Project and are subject to verification as direct amounts for which payments to third parties can be proven.

iv) Cashflow

The amounts to be paid by the Minister shall not exceed the following amounts in the Minister's fiscal years ending March 31:

<u>Year</u>	<u>Amount</u>
2010	\$2,008,994
2011	\$743,053

v) Special Conditions**Ongoing Conditions for the Term of the Agreement**

(1) Funding for this project does not imply, directly or indirectly, any commitment of continued funding from the Government of Canada for this project after this Agreement has been completed.

(2) The Recipient shall pay for all cost overruns related to the project that exceed the aggregate levels of funding outlined in Attachment 'A' Statement of Work.

(3) The Minister may hold back the final payment towards the Project, in an amount not exceeding 10% of the Contribution, until the Recipient provides a Final Report, satisfactory to the Minister, outlining the actions undertaken to achieve the objectives of the Project.

(4) The Minister shall not make any disbursements of the Contribution until the Recipient provides evidence, satisfactory to the Minister, of having secured all sources of funding for the entire Project.

(5) Notwithstanding the percentages and amounts of the total project costs of \$4,202,047 shown above, the Minister may, at their sole discretion, make a contribution equal to the lesser of 66% of Project Costs which are assisted and the amount of \$2,752,047. Prior approval from WD is required before considering any material changes to the project costs.

(6) Project Reports, in a form satisfactory to the Minister, shall be submitted by the Recipient to the Minister at the end of every quarter of the Minister's fiscal year ending March 31, until the Final Client Reporting Date as defined in Attachment "A" of this Agreement. The reports will be due within 2 weeks of the fiscal quarter ending March 31, June 30, September 30 and December 31, and within 30 days of the Completion Date of the Project.

Special Conditions for Specific Events or Timing

1) The Minister will not make any contribution towards project costs incurred by the Recipient after March 31, 2011.

(2) The Minister has no obligation to make a Contribution toward \$2,752,047 as set out in the Statement of Work unless the Recipient demonstrates, to the satisfaction of the Minister, that for goods or services with a value of \$50,000 or greater, the supplier was selected through a competitive process and the Recipient chose the supplier offering the best value that also fully met the requirements of the Project.

vi) Dates

- a) Start Date - August 24, 2009
- b) Completion Date - September 30, 2010
- c) Cancellation Date - September 24, 2009
- d) Final Client Reporting Date - October 31, 2010

vii) Stacking Limit and Funding

Stacking Limit 96 %

PROJECT FUNDING

WD Non Repayable	\$2,752,047
Other Municipal	
Town of Ladysmith	\$500,000
Other Provincial	
Ministry of Family Development	\$750,000
Boys and Girls Club of Central Vancouver Island / Ladysmith Seniors Centre	\$100,000
Ladysmith Resource Centre Association	\$100,000
TOTAL PROJECT FUNDING	\$4,202,047

II. PROJECT MEASUREMENT

This section describes the basis for measuring the progress, outcomes and success of the Project. Reporting by the Recipient shall reflect these parameters.

i) Timeline of Project Activity

a)	Construction of Community Services Centre	Mar 2010
b)	Refurbishing of existing building	Mar 2010
c)	Final inspections and occupancy permits	Sep 2010

ii) Performance Indicators

	<u>Indicator</u>	<u>Baseline</u>	<u>Date</u>	<u>Target</u>	<u>Date</u>
a)	# of person months created or maintained	0	Aug-2009	468	Sep-2010
b)	# of new jobs created	0	Aug-2009	7	Sep-2010
c)	# of partners created	0	Aug-2009	4	Sep-2010
d)	# of community amenities created	0	Aug-2009	2	Sep-2010

iii) Methodology & Timing

Progress on project shall be evaluated against project performance indicators.

The Recipient shall continue to provide information and reports with respect to the Performance Indicators, as requested by the Minister, until the Final Client Reporting Date.

ATTACHMENT "B"

COMMUNICATIONS PROTOCOL

For Community Adjust Fund (CAF) and Recreational Infrastructure Canada (RInC) Projects

Funding Announcement and/or Official Signing Ceremony

1. (a) The Recipient hereby consents to a public funding announcement and/or an official signing ceremony by, or on behalf of, the Minister in the form of a news release, or news conference, if recommended by the Minister.
- (b) The Minister shall inform the Recipient, in writing, of the date on which the public announcement is to be made and ensure the proposed date permits the participation of both parties, or their representatives, and the Recipient shall maintain the confidentiality of the Agreement until such date.
- (c) The Recipient shall advise the Minister, in writing, at least fourteen (14) days in advance of any official ceremony to be held in connection with the Project.
- (d) The Recipient hereby consents to the participation by the Minister, or a representative of the Minister, at any such official ceremony and to have the event take place on a day mutually agreed upon by the Recipient and the Minister. (Posting of the contribution on the WD website under the Proactive Disclosure initiative does not constitute a project funding announcement.)

Federal Funding Recognition

2. (a) The Recipient also consents to the placement of a bilingual sign that identifies the federal government's participation in the Project, on the project site at any time prior to the completion of the Project, if recommended by the Minister.
- (b) The Recipient shall, in all of its publications, public website, news releases and presentations regarding the Project, or making mention thereof, including in its annual reports, acknowledge, if recommended by the Minister, that the Project was supported and/or funded in part by Western Economic Diversification Canada.
- (c) Any use of Western Economic Diversification Canada's name, its Federal Identity Program (FIP) official government identifier with the Canadian flag logo, or the Canada wordmark, requires prior written approval of the Minister.

Project Milestones

3. (a) The Recipient shall provide the Minister with an opportunity to participate in milestone events and provide milestone information and proposed dates for milestone events at least 28 days in advance, thereby enabling the Minister to use the opportunity to promote the Recipients project and WD's role in it.

- (b) The Recipient agrees to the implementation of appropriate communications activities, which the Minister or the Recipient may initiate in conjunction with the other, such as a feature story, an official opening, ceremonies, celebrations. The Minister and the Recipient shall cooperate in these activities. Examples of project milestones, for promotional purposes, include:
- Sod-turnings / Ribbon cuttings / Grand openings / Plaque unveilings
 - Awards
 - Completion of prototype and first product produced
 - Penetration of new markets, significant sales, new contracts
 - First shipment or launch of new product, new technology
 - Completion/graduation of training by students or interns
 - Launch of new program, tool or reference
 - Research discovery
 - Promotional/Media campaign

Success Stories/Photos

4. From time to time Recipients may be required to provide support and photos for the development of articles to be used in departmental publications and/or its public website. It is understood that, in accepting the funding, Recipients agree to provide support when called upon.

Proactive disclosure is an initiative of the Government of Canada whereby all grants and contributions greater than \$25,000 are posted to departmental web sites 60 days following the financial quarter.

Visit <http://www.wd.gc.ca/images/content/10036a-eng.pdf> for guidelines on how to acknowledge WD's support.

TOWN OF LADYSMITH

BYLAW No. 1668

A Bylaw to provide for the regulation, operation, and maintenance of the Municipal Cemetery

A. **WHEREAS** pursuant to the *Community Charter* Council may, by bylaw, among other powers, regulate, maintain and operate cemeteries and establish the fees, terms and conditions under which persons may acquire the right to make use of areas or lots in a municipal cemetery, subject to the *Cremation, Interment and Funeral Services Act*;

B. **AND WHEREAS** the *Cremation, Interment and Funeral Services Act*, provides that every operator of a cemetery must make bylaws, including bylaws respecting the administration and operation of the cemetery, the rights, privileges and responsibilities of the operator, rates and charges and the size, class and kind of memorials;

C. **AND WHEREAS** the Town of Ladysmith, which owns and operates a cemetery, has established itself as a Board of Cemetery Trustees in accordance with the *Cremation, Interment and Funeral Services Act*;

D. **AND WHEREAS** the Council of the Town of Ladysmith wishes to delegate to the Director of Public Works certain specific administrative powers of the Council relating to the operation and management of the cemetery owned by the Town of Ladysmith;

NOW THEREFORE, under its statutory powers, including Section 8(f) of the *Community Charter, S.B.C. 2003, c.26*, the Council of the Town of Ladysmith in open meeting assembled enacts the following provisions:

TITLE

1. This Bylaw may be cited for all purposes as the "Town of Ladysmith Cemetery Management Bylaw 2009, No. 1668".

DEFINITIONS

2. In this Bylaw terms defined in the *Cremation, Interment, and Funeral Services Act* and this bylaw shall have that meaning unless expressly defined otherwise herein, and the following words have the meaning ascribed to them unless the context otherwise requires:

ADMINISTRATOR means the Director of Public Works of the Town, or duly appointed deputy or designate.

APPLICANT means an individual who applies to the Town for a Right of Interment.

BURIAL VAULT means a protective, sealable outer receptacle, into which a casket or urn is placed, designed to restrict the entrance of gravesite elements into the casket or urn.

CARETAKER means the person duly authorized by the Town to perform Interments and to care for and maintain the Cemetery.

CEMETERY means the "Town of Ladysmith Cemetery" at 320 Christie Road, being lands described as:

Lot 2, Block 84 A&B, Plan Number 28037, Land District 43, PID 002-273-217, Folio number 445-1345.000,

and future development on the east side of the cemetery described as:

Lot A, VIP 71585, District Lot 147, Land District 43, PID 024-914-410, Folio number 445-1449.020

set apart or used as a place of burial of human remains or cremated remains, together with any incidental or ancillary buildings on the land.

CEMETERY POLICY means the written guidelines and procedures established by the Administrator and utilized for management of the Cemetery.

CHILD means a person twelve (12) years of age or younger.

ACT means the *Cremation, Interment and Funeral Services Act, S.B.C. 2004, C.35* administered by the Administrative Authority, as may be amended or replaced from time to time and all regulations made thereunder.

CO-MINGLED means the intentional mixing of the Cremated Remains of more than one deceased person.

CONTROL OF DISPOSITION means the authority to control the disposition of the Human Remains or Cremated Remains in accordance with section 5 of the Act.

COUNCIL means the Council of the Town of Ladysmith.

CREMATED REMAINS means the human bone fragments that remain after cremation that may also include the residue or any other materials cremated with the Human Remains.

CREMATION VAULT means a receptacle made of durable material placed in a ground cremation Lot to encase an urn, or urns, holding cremated remains. A Cremation Vault has a lid and is placed during the Interment process.

EXHUMATION means the exposure of interred Human Remains for viewing or for examination, whether in or removed from the Lot in which the Human Remains had been interred.

FAMILY MEMBER means a parent or step-parent, a grandparent or step- grandparent, a sibling (natural, adopted or step), a Spouse, a child (natural, adopted or step) or a grandchild (natural, adopted or step).

FEES means the schedule of fees as prescribed in the Town of Ladysmith Fees and Charges Bylaw No. 1644.

FORMER RESIDENT means a person who resided in the Town of Ladysmith limits for at least ten (10) consecutive years.

FUNERAL PROVIDER means an individual licensed under the Act to provide funeral services.

GRAVE LINER means a receptacle made of durable material placed around the casket to provide reinforcement to the Lot and which is placed during the burial process.

HOLIDAY means a holiday as defined in the *Interpretation Act*.

INTERMENT PERMIT means a permit document that authorizes the Interment of a deceased person (Schedule B).

INTERMENT RIGHT HOLDER means a person who holds a Right of Interment Certificate (Schedule A).

INURNMENT means the process of placing Cremated Remains in a receptacle, such as an Urn, and the placement of that receptacle into a Niche.

LOT means a discrete space used, or intended to be used in the Cemetery, for the Interment of Human Remains or Cremated Remains under a Right of Interment Certificate and includes a grave, crypt, Niche or plot, but does not include the placement of Cremated Remains in a Scattering Garden or Ossuary.

MEDICAL HEALTH OFFICER means the person from time to time having jurisdiction as the Medical Health Officer for the Town.

NICHE means a space, usually within a Columbarium, designed for the Inurnment of Cremated Remains.

OSSUARY means a receptacle, usually located below ground, for the placement of non-recoverable, Co-mingled Cremated Remains.

RESIDENT means a person who resided or owned property within the Town of Ladysmith limits immediately before death or moving to a care facility.

RIGHT OF INTERMENT means a certificate that provides for the right for the interment of Human Remains or Cremated Remains in a designated Lot.

SCATTERING means the non-recoverable dispersal of Cremated Remains over a body of land or water within a defined area of the Cemetery.

SCATTERING GARDEN means a designated area for the placement of non-recoverable, co-mingled cremated human remains in a garden area.

TOWN means the Town of Ladysmith.

TRANSFER FEE means fees levied to cover administrative costs associated with the transfer or surrender of a Right of Interment or other services.

URN means any receptacle, temporary or permanent, used for the encasement of Cremated Remains.

APPLICATION OF BYLAW

3. This Bylaw applies to the Cemetery, and to the Interment within the Cemetery, of the human deceased, and for its management, operation and preservation and the terms, conditions and fees set out shall apply to every Right of Interment within the Cemetery.

4. The administration of the Cemetery shall be carried out in accordance with the Act, regulations pursuant to the Act and this Bylaw.
5. The Council of the Town shall continue as the Board of Cemetery Trustees.
6. Council may determine from time to time the size and layout of the Lots, the developments and improvements to be carried out and made in and to the Cemetery, subject to compliance with the requirements of the Act.
7. A copy of the plan of the Cemetery shall be filed with the Administrative Authority.

ADMINISTRATION OF BYLAW

8. The Administrator is responsible for the general administration of the Bylaw and is authorized to:
 - a. maintain all records and information for the administration, operation, maintenance and management of the Cemetery as is required by the Administrative Authority under the Act;
 - b. issue all Rights of Interment and permits required and authorized by this Bylaw, except as otherwise provided in this Bylaw; and
 - c. establish Cemetery Policy, subject to this Bylaw and Council direction.

RIGHT OF INTERMENT

9. A person may apply to the Administrator for a Right of Interment Certificate for a vacant, unreserved Lot (Schedule A, "Right of Interment Certificate").
10. A Right of Interment Certificate does not vest in the holder any title or interest in the land or Lot but instead provides for the right to inter the person named on the Right of Interment Certificate.

RIGHT OF INTERMENT CERTIFICATE

11. The Administrator shall issue a Right of Interment Certificate to an applicant who meets the requirements of this Bylaw and pays the fees prescribed in Bylaw No. 1644.
12. The issuance of a Right of Interment Certificate does not entitle the holder to require the Town to inter the Human Remains or Cremated Remains of the designated person in the Lot unless the Interment Right Holder complies with all provisions of this Bylaw, including, without limitation, the payment of all Fees related to the Interment, and obtains an Interment Permit.
13. A Right of Interment Certificate for any unused Lots may be transferred to another family member. The Interment Right Holder or executor must provide this request in writing (Schedule D) and the original Interment Right Certificate must be surrendered to the Town.

14. An administration fee is payable to the Town in respect of an Interment right transfer.
15. An Interment Right Holder shall either reserve the right to use that Lot for himself or herself or authorize another family member to be interred in the Lot to which the Right of Interment Certificate refers.
16. An Interment Right Holder may only designate one Lot for his or her own use.
17. A Right of Interment Certificate may be surrendered to the Town. A refund, equal to the purchase price less the Care Fund contribution and administration fee, will be issued to the Interment Right Holder provided:
 - a. there are no Interments in the designated Lot;
 - b. the Interment Right Holder or his executor provides written notice to the Town of intent to surrender the right (Schedule E);
 - c. the original license or Right of Interment Certificate is surrendered;
 - d. the applicable Administration Fee is paid; and
 - e. any Fees for the removal of any Memorial that is on, or embracing the surrendered Lot, is paid.
18. All applications for a Right of Interment Certificate or an Interment Permit must be made at the Public Works Office between the hours of 8:30 a.m. – 12:00 noon and 12:30 p.m. - 4:00 p.m. on weekdays except holidays.

INTERMENTS

19. An Interment shall be made within the Cemetery once the person with Control of Disposition has obtained an Interment Permit and paid all applicable Fees.
20. Only Human Remains, or Cremated Remains, may be interred or memorialized in the Cemetery.
21. No person other than the Caretaker or a person under the authority of the Caretaker shall carry out an Interment. An Interment shall only be conducted in predefined Lots approved by the Administrative Authority.
22. Application for an Interment Permit shall be made at least two (2) working days before the Interment is to take place. The Administrator may schedule the Interment in a shorter time frame subject to full compliance with all other applicable provisions of this By-law.
23. An Interment of Cremated Remains is to be completed within 30 days of all Fees being paid.
24. The bodies of persons who have died having any infectious disease, as defined in the *Health Act R.S.B.C. 1996, c.179*, or legislation that replaces the *Health Act*, shall be interred as directed by the Medical Health Officer.

25. The Administrator shall follow any instructions of the Medical Health Officer in the preparation and placement of the Interment.
26. When an Interment for a person with an infectious disease needs to occur outside regular working hours, the Administrator must authorize such Interment and must follow the Medical Health Officer's instructions.
27. The following apply to all in-ground Interments:
 - (a) A Grave Liner or Burial Vault is required for each in-ground burial Interment.
 - (b) A Cremation Vault is required for each in-ground cremation Interment.
 - (c) All Cremated Remains must be interred in a sealed container constructed of permanent, durable material approved by the Administrator.
 - (d) The Administrator may allow for the interment of up to eight (8) Cremated Remains on any full-size lot in addition to one (1) casket burial provided there is no objection to the Interment of Cremated Remains by next of kin, as defined in the Act. Schedule F must be completed.
 - (e) No casket burial is permitted in a Lot after Cremated Remains have been interred in that Lot.
 - (f) Cremated Remains placed on a full-size burial Lot are not Co-mingled.
 - (g) Each cremation Lot may hold one (1) Cremation Vault containing one (1) set of cremated remains in a single vault or two (2) sets of cremated remains in a double vault.
 - (h) Each full casket interment in the cemetery shall be made in a grave, which when filled and closed, provides not less than 0.9m (3 feet) of earth between the upper surface of the grave liner and the general ground level around the gravesite.
 - (i) Each in-ground Interment of cremated remains shall be made, in a cremation vault in the Lot, in a grave dug to a depth of 0.6m (2 feet.).
 - (j) The Administrator must supply permission for the purchase of any Grave Liner or Burial Vault from a source other than the Town, with permission based on the item's size, design, material and construction.
 - (k) The installation of Burial Vaults will be subject to a handling Fee and must be paid in full prior to installation. The Administrator may request that Grave Liners or Burial Vaults be installed by their supplier, under the supervision of the Caretaker, with the installation being at the Applicant's expense.
 - (l) Any charges incurred by the Cemetery above and beyond the standard scope of services, in the handling of Grave Liners or Burial Vaults not supplied by the

Town will be charged to the Applicant for an Interment Permit and must be paid prior to Interment.

28. Cremated Remains placed in a Columbarium must be enclosed in a sealed container or Urn constructed of permanent, durable material approved by the Administrator.
29. Cremated Remains placed in an Ossuary are permanent, non-recoverable and Co- mingled. Placement of Cremated Remains in the Ossuary will only be performed by the Caretaker.
30. Scattering of Cremated Remains is permanent and non-recoverable and is permitted only in designated locations and under the supervision of the Caretaker.
31. All interments shall be performed between the hours of 9:30 a.m. and 3:00 p.m., Monday to Friday except the Administrator may schedule Saturday, Sunday or Statutory Holiday Interments subject to the payment of additional Fees and availability of the Caretaker. The person with Control of Disposition shall be responsible for any late arrival Fees if the Human Remains or Cremated Remains are delivered to the Cemetery outside of the above prescribed times.

EXHUMATIONS AND DISINTERMENTS

32. Pursuant to Section 16 of the Act a Cemetery must not exhume or disinter Human Remains until:
 - a. the Administrator receives a written request to do so from the person who has the Control of Disposition of the remains;
 - b. approval of the Exhumation by the Administrative Authority is received by the Administrator unless the remains are being interred in another lot in the cemetery;
 - c. the Administrator gives written notice to, and receives permission from, a Medical Health Officer for the area of the health region in which the Cemetery is located when the Human Remains are those of a person who, at the time of death, was known to have had an infectious or contagious disease or other disease dangerous to public health; and
 - d. payment of the prescribed Fee is received, or acceptable payment arrangements have been made with the Administrator.
 - e. The person applying for the Exhumation assumes responsibility for any damage that may occur to a casket, urn or other container as a result of the Exhumation.
33. The Town's responsibility with respect to Exhumation or Disinterment is limited to:
 - a. excavation of sufficient quantities of soil to permit access to the Human or Cremated Remains;
 - b. removal of intact burial containers; and
 - c. closure of the Lot.

but the Town does not assume any responsibility for damage that may occur to a casket, urn or other container.

34. In accordance with Section 18 of the Act, a Funeral Provider is required for the handling of any Human Remains unless the remains are being interred in another lot in the cemetery. A Funeral Provider is employed at the expense of the Interment Right Holder or their successors.

MEMORIALS

35. Memorials will only be installed, removed or modified in the Cemetery when:

- a. an Interment Right Holder or authorized representative, or a person authorized by the Administrator, has made application to the Administrator, and obtained a 'Memorial Permit' (Schedule C).
- b. the applicable contribution is paid to the Care Fund as required in the Act; and
- c. all outstanding fees relating to the Lot, Interment and Memorial installation have been paid in full; and
- d. the deceased person has been interred in the Lot.

36. All Memorials shall only be placed, installed or removed by the Caretaker or other person authorized by the Administrator.

37. All Memorials shall be constructed of granite or bronze or other material of a permanent nature as approved by the Administrator. Bronze Memorials must be set on a concrete or granite base.

38. Installation of Memorials shall occur between 8:30 a.m. and 3:00 p.m. Monday to Friday, excluding statutory holidays. Installations will be made as soon as possible after delivery of the Memorial to the Town and timelines may vary depending on scheduling issues, weather conditions and ground conditions.

39. The Town does not assume a duty to repair any breakage or damage to any Memorial or to replace any damage, defacement or removal of a Memorial from the Cemetery, except as shall arise as the result of the negligence of the Caretaker.

Ground Interment Memorials

40. A Memorial in respect of an inground Interment, including those for cremation Lots, shall be installed flush with the ground except in areas designated for upright markers.

41. A Memorial Permit (Schedule C) shall be issued by the Administrator to authorize installation of all ground interment Memorials.

42. The Administrator may refuse to issue a permit to the Applicant if the Applicant has failed to comply with the requirements of this Bylaw. The Administrator may reject Memorials, despite the prior issuance of a Memorial Permit, when the Memorial does not comply with

the specifications in this Bylaw, is not in keeping with the standards of the Cemetery, or contains epitaphs deemed inappropriate by the Administrator, including reference to pets.

43. The maximum finished dimensions of in-ground MEMORIALS (granite or bronze attached to a concrete base) shall be:

Single Cremation Lot: Maximum 50 x 30 cm (20" x 12")

Double Cremation Lots: (two adjacent plots) Maximum 70 x 40 cm (28" x 16")

Single Burial Lot: Maximum 60 x 30 cm (24" x 12")

Double Burial Lots: (two adjacent plots) Maximum 75 x 45 cm (30" x 18")

The thickness of all Memorials shall be approximately 10 cm (4")

Cremation Memorials

44. Cremation Memorials apply to any bronze plaque for use on a Columbarium, Memorial board or Memorial rock but do not include Memorials for in-ground cremation Interments.
45. Bronze plaques for Cremation Memorials shall be installed by the Town and must conform to the approved design and specifications of the applicable section of the Cemetery as established by the Town.
46. Where incorrect inscription instructions, dimensions, specifications or locations are given on the Memorial installation application and signed by the Interment Right Holder, their successors or the cremation Memorial supplier, then the cremation Memorial shall be removed and reinstalled at the expense of the Interment Right Holder or their successors.

GENERAL PROVISIONS AND REGULATIONS

47. Every person, including those in funeral processions, when entering and while within a Cemetery, shall obey the instructions of the Caretaker.
48. No person shall disturb the peace, quiet and good order of a Cemetery.
49. The Caretaker may require a person who contravenes section 48 to immediately leave the Cemetery.
50. No person shall discharge any firearm within a Cemetery, except at Military Funerals where the discharge of firearms is permitted only in regular volleys, under the command of the officer in charge, and only during the conduct of the burial service.
51. The Cemetery shall be deemed be open to the public at sunrise every morning and closed to the public at sunset every evening.
52. Cemetery roadways are for the exclusive use of Interment processions, Cemetery patrons, or others as approved by the Administrator. Vehicles shall not exceed twenty (20) kilometres per hour. All operators of vehicles shall at all times obey the directions and orders of the Caretaker.

53. No person owning or having custody, care or control of a dog shall allow the dog to be within a Cemetery unless the dog is kept on a leash of a maximum length of three (3) metres.
54. No person owning or having custody, care or control of a dog shall allow the dog to deposit excrement within a Cemetery unless that person immediately removes the excrement and disposes of it in a sanitary manner not within the Cemetery.
55. Floral tributes may be removed by the Caretaker and disposed of when their condition is considered to be detrimental to the appearance and beauty of the Cemetery.
56. No person, other than the Caretaker, shall plant, remove, cut down or destroy any tree, shrub, plant, flower, bulb or decorative feature within a Cemetery.
57. No Lot shall be defined by a fence, railing, coping, hedge or by any other marking except a Memorial as permitted in the Memorial provisions of this By-law.
58. No person, other than the Administrator, shall solicit orders for goods or services within a Cemetery.
59. No person shall destroy, damage or deface any Lot, Memorial, fence, vegetation, gate or any structure in a Cemetery or injure or destroy any Cemetery improvements.
60. No person shall deposit any rubbish or offensive material within a Cemetery.
61. No person shall play any game or sport within the Cemetery.
62. No person shall carry, or possess, a bottle or other container of liquor as defined in the *Liquor Control and Licensing Act* (British Columbia) while in the Cemetery.

CARE FUND

63. A Care Fund for the future maintenance and care of the Cemetery and the Lots therein is hereby established, set aside and maintained. All monies in the Care Fund will be held and invested in accordance with the requirements of the Act.
64. The Care Fund will be maintained with the Town's bankers in an account to be designated as the "Cemetery Care Fund". The City Manager and Manager of Finance will be responsible for all deposits to such account and for ensuring that:
 - a. the account at all times complies with the provisions of the Act;
 - b. any investment of any monies in the Care Fund is permitted under the Act; and
 - c. any interest earned on the investments of the Care Fund may be used for maintenance and care of the Cemeteries in the year in which the interest and income is earned, or may be retained in the Care Fund to increase the principal sum.
65. The Administrator may, on behalf of the Town, accept voluntary payments to the Care Fund from any person or organization.

66. The principal sum of the Care Fund will not be reduced other than in accordance with an order from the Administrative Authority pursuant to the Act.

PENALTY FOR INFRACTIONS

67. Every person who violates any of the provisions of this Bylaw, or who suffers or permits any act or thing to be done in contravention of this Bylaw, or who refuses, omits or neglects to fulfill, observe, carry out or perform a duty or obligation imposed by this bylaw, shall be liable on summary conviction to a penalty of not less than \$125 and not more than \$2,000 plus the cost of the prosecution, or to a term of imprisonment not exceeding three (3) months, or both.

REPEAL OF PREVIOUS BYLAWS

68. "Town of Ladysmith Cemetery Management Bylaw 1992, No. 1032" and all amendments thereto are hereby repealed.

READ A FIRST TIME on the 2nd day of February, 2009

READ A SECOND TIME on the 2nd day of February, 2009

READ A THIRD TIME on the 2nd day of February, 2009

ADOPTED on the day of

Mayor
(R. Hutchins)

Corporate Officer
(S. Bowden)



TOWN OF LADYSMITH

330 – 6th Avenue, P.O. Box 220, Ladysmith, B.C. V9G 1A2
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RIGHT OF INTERMENT CERTIFICATE

Schedule "A"

Lot Address: A _____ C _____ M _____ P _____

Right of Interment agreement between the Town of Ladysmith and

Certificate Holder: _____ Phone: _____

Address: _____ Postal Code: _____

IN CONSIDERATION of the price paid by the Certificate Holder to the Town, the parties covenant and agree, subject to the *Cremation, Interment and Funeral Services Act*, as follows:

Lot	_____
Care Fund	_____
GST	_____
TOTAL	_____

- The Town hereby grants to the Certificate Holder a **right to use** the above **Regular / Cremation** Lot in the Ladysmith cemetery for the interment of the person named in this agreement subject to the terms of the Cemetery Management Bylaw, upon payment of the applicable fee and receipt of an Interment Permit.
- The Certificate holder acknowledges that this agreement is for the **use of the Lot** and that an additional charge will be payable in accordance with the Town of Ladysmith Cemetery Management Bylaw for an Interment Permit prior to use of the Lot for the interment process carried out by the Town.
- The Administrator may allow for the interment of up to eight (8) Cremated Remains on any full-size lot in **addition** to one (1) casket burial provided there is no objection to the Interment of Cremated Remains by next of kin, as defined in the Act and subject to the Cemetery Management Bylaw. (Schedule F to be completed)
- The Right to the Lot under this Agreement may be **transferred** by the Certificate Holder to a Family Member who wishes to use the Lot, if the Lot is unused, upon the Certificate Holder and that other person making an application to the Town (on Schedule D), paying the transfer fee prescribed in the Cemetery Management Bylaw, and surrendering the original Interment Right Certificate.
- The Certificate Holder may **surrender** the Right of Interment Certificate to the Town.(Schedule E). A refund, equal to the purchase price less the Care Fund contribution and administration fee, will be issued to the Certificate Holder subject to Section 17 of the Cemetery Management Bylaw provided there are no Interments or Memorials in the designated Lot.
- The Certificate Holder is hereby advised that, in certain limited circumstances outlined in Section 43 of the *Business Practices and Consumer Protection Act*, this agreement may be **cancelled** and refunded in full.
- The Town reserves the right to **reclaim** the interment rights for any unused Lot where such reclamation shall be carried out in compliance with Section 25 of the *Cremation, Interment and Funeral Services Regulations* (See excerpts on reverse of form).
- This **Agreement** is binding upon the **Town** and its successors and assigns and on the **Certificate Holder** and his or her heirs, executors, administrators and personal representatives if they comply with all the applicable provisions of the Cemetery Management Bylaw prior to the use of the Lot.

Rights Holder Signature

Town of Ladysmith Authorized Signature

Date: _____

Date: _____

RIGHT OF INTERMENT

(Excerpts from the Town of Ladysmith Cemetery Management Bylaw)

RIGHT OF INTERMENT

9. A person may apply to the Administrator for a Right of Interment Certificate for a vacant, unreserved Lot (Schedule A, "Right of Interment Certificate").
10. A Right of Interment Certificate does not vest in the holder any title or interest in the land or Lot but instead provides for the right to inter the person named on the Right of Interment Certificate.

RIGHT OF INTERMENT CERTIFICATE

11. The Administrator shall issue a Right of Interment Certificate to an applicant who meets the requirements of this Bylaw and pays the fees prescribed in Bylaw No. 1644.
12. The issuance of a Right of Interment Certificate does not entitle the holder to require the Town to inter the Human Remains or Cremated Remains of the designated person in the Lot unless the Interment Right Holder complies with all provisions of this By-law, including, without limitation, the payment of all Fees related to the Interment, and obtains an Interment Permit.
13. A Right of Interment Certificate for any unused Lots may be transferred to another family member. The Interment Right Holder or executor must provide this request in writing (Schedule D) and the original Interment Right Certificate must be surrendered to the Town.
14. An administration fee is payable to the Town in respect of an Interment right transfer:
15. An Interment Right Holder shall either reserve the right to use that Lot for himself or herself or authorize another family member to be interred in the Lot to which the Right of Interment Certificate refers.
16. An Interment Right Holder may only designate one Lot for his or her own use.
17. A Right of Interment Certificate may be surrendered to the Town. A refund, equal to the purchase price less the Care Fund contribution and administration fee, will be issued to the Interment Right Holder provided:
 - a. there are no Interments in the designated Lot;
 - b. the Interment Right Holder or his executor provides written notice to the Town of intent to surrender the right (Schedule E);
 - c. the original license or Right of Interment Certificate is surrendered;
 - d. the applicable Administration Fee is paid; and
 - e. any Fees for the removal of any Memorial that is on, or embracing the surrendered Lot, is paid.
18. All applications for a Right of Interment Certificate or an Interment Permit must be made at the Cemetery Office between the hours of 8:30 a.m. – 12:00 noon and 12:30 p.m. - 4:00 p.m. on weekdays except holidays.

RECLAMATION OF UNUSED INTERMENT RIGHTS

(Excerpts from the Cremation, Interment and Funeral Services Regulation of BC)

- Section 25 (1) With prior approval of the director, an operator may sell a right of interment for a lot in a place of interment where the right of interment for the lot has been sold previously, but only if:
- a) the owner of the right of interment is at least 90 years of age, or if not living, would be at least 90 years of age,
 - b) a period of at least 50 years has elapsed from the date the prior right of interment was sold,
 - c) at least 90 days have passed since the date the operator sent a notice of the operator's intention to resell the right of interment to the last known address of the interment right holder and the operator has not received a response from the interment right holder, and
 - d) the operator has made diligent attempts to contact the interment right holder but has not been able to locate or contact the interment right holder.



TOWN OF LADYSMITH

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INTERMENT PERMIT

Schedule "B"

Lot Address: A _____ C _____ M _____ P _____ Lot Occupied Yes No

Date (of booking): _____ Time: _____

DECEASED INFORMATION

Name: _____ Age: _____

Address: _____ Sex: _____

Date of Birth: _____ Place of Birth: _____

Date of Death: _____ Place of Death: _____

NEXT OF KIN (CIFSA Sec 5)

Name: _____ Relationship to Deceased: _____

Address: _____ City/Province: _____

Postal Code: _____ Phone: _____ Email: _____

INTERMENT Full Burial Cremation Burial Cremation Certificate Attached Yes No

Interment Date: _____ Day: _____ Time: _____

Funeral Director: _____ Will family be present at graveside Yes No

Signature: _____ Phone: _____ Date: _____

(To confirm above arrangements)

No arrangements will be made without Funeral Directors Confirmation which can be faxed back to 250-245-0932

ACKNOWLEDGEMENT OF AUTHORITY

By signing this form, I certify and represent to the Town Of Ladysmith that I am the legally authorized representative of the above named deceased person, and that I have authority for the control of the disposition of human remains in accordance with the order of priority set out in section 5 of the Cremation and Funeral Services Act. I acknowledge that the Town is relying on this representation. I further agree to indemnify and save harmless the Town of Ladysmith, its officers and employees, from all actions, liability, costs, expenses, demands or claims resulting from this authorization. I hereby authorize the interment of the above named deceased under the terms and conditions outlined herein and accept the responsibility for costs associated with this authorization. I acknowledge that the interment must comply with the Town of Ladysmith Cemetery Management Bylaw # 1668.

Signature of Next of Kin (or Authorized Person)

Print Name

Relationship to Deceased

Office Confirmation # (from Database): _____ Arranged by: _____

A/R Invoice #: _____ Funeral Director Faxed and Confirmed (date & time): _____

Public Works Employee Notified (name): _____ Date & Time: _____

Interment confirmed by: _____ Death/Cremation Certificate Filed (date): _____

CONTROL OF DISPOSITION – Section 5

(1) The right of a person to control the disposition of the human remains or cremated remains vests in, and devolves on, the following persons in order of priority:

- (a) the personal representative named in the will of the deceased;
- (b) the spouse of the deceased;
- (c) an adult child of the deceased;
- (d) an adult grandchild of the deceased;
- (e) if the deceased was a minor, a person who was a legal guardian of the person of the deceased at the date of death;
- (f) a parent of the deceased;
- (g) an adult sibling of the deceased;
- (h) an adult nephew or niece of the deceased;
- (i) an adult next of kin of the deceased, determined on the basis provided by sections 89 and 90 of the Estate Administration Act;
- (j) the minister under the Employment and Assistance Act or, if the official administrator under the Estate Administration Act is administering the estate of the deceased under that Act, the official administrator;
- (k) an adult person having a personal or kinship relationship with the deceased, other than those referred to in paragraphs (b) to (d) and (f) to (i).

(2) If the person at the top of the order of priority set out in subsection (1) is unavailable or unwilling to give instructions, the right to give instructions passes to the person who is next in priority.

(3) If, under subsection (1), the right to control the disposition of human remains or cremated remains passes to persons of equal rank, the order of priority

- (a) is determined in accordance with an agreement between or among them, or
- (b) in the absence of an agreement referred to in paragraph (a), begins with the eldest of the persons and descends in order of age.

WRITTEN AUTHORIZATION – Section 8

(3) An operator of a cemetery, mausoleum and crematorium must not dispose of human remains unless

- (a) the operator is authorized to do so under the Vital Statistics Act, and
- (b) the operator
 - (i) is ordered to do so by a medical health officer under the Health Act, or
 - (ii) has received the authorization from the person who, under section 5, has the right to control the disposition of the human remains.

PROTECTION FROM LIABILITY – Section 9

If

- (a) there is an error or omission in an authorization provided under section 8 to an operator or a funeral provider, or
- (b) the person who signed an authorization provided under section did not have the authority to give the directions set out in the authorization,

the operator or funeral provider is not liable for acting on the authorization unless the operator or funeral provider knew, or ought to have known, that the facts stated in the authorization were not true or the person giving the authorization did not have the authority to do so.

DEFINITION OF SPOUSE

"spouse" means a person who

- (a) is married to another person,
- (b) is united to another person by a marriage that, although not a legal marriage, is valid at common law, or
- (c) has lived and cohabited with another person in a marriage-like relationship, including a marriage-like relationship between persons of the same gender, for a period of at least 2 years immediately before the other person's death;

Cemetery Management By-law No. 1668

The use of any lot, exercise of interment rights, installation of any memorial, visitation of any memorial site and performance of all services is subject to the bylaws, rules and regulations of the Town of Ladysmith as may be currently in effect or from time-to-time amended.

Town of Ladysmith, Cemetery Services Information Policy

The Cemetery collects and uses personal information solely for the purpose of providing client families with the products and services they request and, as required by law, to retain a permanent record of every interment within the Town operated cemetery, and is subject to Privacy Legislation and Cemetery policy.

Staff will be pleased to provide you with the location of a burial site. Staff are prohibited from providing any other personal information about deceased persons interred, or Rights Holders, at the Town Cemetery.



TOWN OF LADYSMITH

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MEMORIAL PERMIT

Schedule "C"

(To be submitted along with payment.)

Lot Address: A _____ C _____ M _____ P _____

Request Date: _____ New Remove & Replace

In Memory of: _____

Marker Size: _____ Single Double Bronze plaque

Permit Fee: Single Marker (see reverse) \$ _____ Care Fund \$ _____ plus GST Total \$ _____

Double Marker (see reverse) \$ _____ Care Fund \$ _____ plus GST Total \$ _____

Plaque \$ _____ Care Fund \$ _____ plus GST Total \$ _____

Marker Type: Granite Bronze on concrete Bronze cremation plaque

Requested By: Name/Company: _____

Address: _____

Comments:

This permit is issued in accordance with and subject to Cemetery Management Bylaw # 1668*, Town of Ladysmith Fee Setting Bylaw # 1644, and rules and regulations of the Town of Ladysmith Cemetery as they may be in effect at the time of purchase or, as they may be amended from time to time thereafter.

*Copy of Cemetery Management Bylaw # 1668 and Fee Setting Bylaw # 1644 are available upon request.

Memorials shall only be placed, installed or removed by the Caretaker or other person duly authorized by the Town of Ladysmith.

TOWN OF LADYSMITH AREA ONLY

T.O.L. Approval:

Date:

T.O.L. Comments:

Installation Date:

A/R Invoice Number:

MEMORIALS

(Excerpts from the Town of Ladysmith Cemetery Management Bylaw)

35. Memorials will only be installed, removed or modified in the Cemetery when:
- an Interment Right Holder or authorized representative, or a person authorized by the Administrator, has made application to the Administrator, and obtained a 'Memorial Permit' (Schedule C).
 - the applicable contribution is paid to the Care Fund as required in the Act; and
 - all outstanding fees relating to the Lot, Interment and Memorial installation have been paid in full; and
 - the deceased person has been interred in the Lot.
36. All Memorials shall only be placed, installed or removed by the Caretaker or other person authorized by the Administrator.
37. All Memorials shall be constructed of granite or bronze or other material of a permanent nature as approved by the Administrator. Bronze Memorials must be set on a concrete or granite base.
38. Installation of Memorials shall occur between 8:30 a.m. and 3:00 p.m. Monday to Friday, excluding statutory holidays. Installations will be made as soon as possible after delivery of the Memorial to the Town and timelines may vary depending on scheduling issues, weather conditions and ground conditions.
39. The Town does not assume a duty to repair any breakage or damage to any Memorial or to replace any damage, defacement or removal of a Memorial from the Cemetery, except as shall arise as the result of the negligence of the Caretaker.

Ground Interment Memorials

40. A Memorial in respect of an inground Interment, including those for cremation Lots, shall be installed flush with the ground except in areas designated for upright markers.
41. A Memorial Permit (Schedule C) shall be issued by the Administrator to authorize installation of all ground interment Memorials.
42. The Administrator may refuse to issue a permit to the Applicant if the Applicant has failed to comply with the requirements of this By-law. The Administrator may reject Memorials, despite the prior issuance of a Memorial Permit, when the Memorial does not comply with the specifications in this By-law, is not in keeping with the standards of the Cemetery, or contains epitaphs deemed inappropriate by the Administrator, including reference to pets.
43. The maximum finished dimensions of in-ground MEMORIALS (granite or bronze attached to a concrete base) shall be:
- | | |
|---|--------------------------------|
| Single Cremation Lot: | Maximum 50 x 30 cm (20" x 12") |
| Double Cremation Lots: (two adjacent plots) | Maximum 70 x 40 cm (28" x 16") |
| Single Burial Lot: | Maximum 60 x 30 cm (24" x 12") |
| Double Burial Lots: (two adjacent plots) | Maximum 75 x 45 cm (30" x 18") |
- The thickness of all Memorials shall be approximately 10 cm (4")

Cremation Memorials

44. Cremation Memorials apply to any bronze plaque for use on a Columbarium, Memorial board or Memorial rock but do not include Memorials for in-ground cremation Interments.
45. Bronze plaques for Cremation Memorials shall be installed by the Town and must conform to the approved design and specifications of the applicable section of the Cemetery as established by the Town.
46. Where incorrect inscription instructions, dimensions, specifications or locations are given on the Memorial installation application and signed by the Interment Right Holder, their successors or the cremation Memorial supplier, then the cremation Memorial shall be removed and reinstalled at the expense of the Interment Right Holder or their successors.



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RIGHT OF INTERMENT TRANSFER

Schedule "D"

Lot Address: A _____ C _____ M _____ P _____

Under Section 13 of the *Town of Ladysmith Cemetery Management By-law*, I hereby request that the Right of Interment Certificate for the above Lot, as registered to me _____ be transferred from my name to that of:

New Rights Holder: _____

Address: _____

Town/Province: _____ Postal Code: _____

Phone: _____ Email: _____

I hereby surrender the original Right of Interment Certificate and confirm there have been no interments in the Lot, nor memorials placed on the Lot and I agree to pay the Administration Fee as prescribed.

Right of Interment Holder Signature

Printed Name

Address: _____

Telephone: _____ Date: _____

Administration Fee _____

GST _____

TOTAL _____

Date Records Amended: _____ By: _____ A/R Invoice #: _____

INTERMENTS

(Excerpts from the Town of Ladysmith Cemetery Management Bylaw)

RIGHT OF INTERMENT

10. A Right of Interment Certificate does not vest in the holder any title or interest in the land or Lot but instead provides for the right to inter the person named on the Right of Interment Certificate.

RIGHT OF INTERMENT CERTIFICATE

11. The Administrator shall issue a Right of Interment Certificate to an applicant who meets the requirements of this Bylaw and pays the fees prescribed in Bylaw No. 1644.
12. The issuance of a Right of Interment Certificate does not entitle the holder to require the Town to inter the Human Remains or Cremated Remains of the designated person in the Lot unless the Interment Right Holder complies with all provisions of this By-law, including, without limitation, the payment of all Fees related to the Interment, and obtains an Interment Permit.
13. A Right of Interment Certificate for any unused Lots may be transferred to another family member. The Interment Right Holder or executor must provide this request in writing (Schedule D) and the original Interment Right Certificate must be surrendered to the Town.
14. An administration fee is payable to the Town in respect of an Interment right transfer:
15. An Interment Right Holder shall either reserve the right to use that Lot for himself or herself or authorize another family member to be interred in the Lot to which the Right of Interment Certificate refers.
16. An Interment Right Holder may only designate one Lot for his or her own use.
17. A Right of Interment Certificate may be surrendered to the Town. A refund, equal to the purchase price less the Care Fund contribution and administration fee, will be issued to the Interment Right Holder provided:
 - a. there are no Interments in the designated Lot;
 - b. the Interment Right Holder or his executor provides written notice to the Town of intent to surrender the right (Schedule E);
 - c. the original license or Right of Interment Certificate is surrendered;
 - d. the applicable Administration Fee is paid; and
 - e. any Fees for the removal of any Memorial that is on, or embracing the surrendered Lot, is paid.
18. All applications for a Right of Interment Certificate or an Interment Permit must be made at the Cemetery Office between the hours of 8:30 a.m. – 12:00 noon and 12:30 p.m. - 4:00 p.m. on weekdays except holidays.



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RIGHT OF INTERMENT SURRENDER

Schedule "E"

Lot Address: A _____ C _____ M _____ P _____

Under Section 17 of the *Town of Ladysmith Cemetery Management By-law*, I hereby surrender to the Town of Ladysmith the Right of Interment for the above Lot.

I hereby surrender the original Right of Interment Certificate and confirm there have been no interments in the Lot, nor memorials placed on the Lot and I agree to pay the Administration Fee as prescribed.

Right of Interment Holder Signature

Printed Name

Address: _____

Telephone: _____

Date: _____

Original price paid for Right of Interment (less the
Maintenance Care Fund contribution) *

Plus GST paid on *

Less Administration Fee (\$ _____)

Less GST on Administration Fee (\$ _____)

REFUND TOTAL

Date Records Amended: _____ By: _____ Refund Cheque #: _____

Original Invoice #: _____ Dated: _____ A/R Reference: _____

RIGHT OF INTERMENT CERTIFICATE

(Excerpts from the Town of Ladysmith Cemetery Management Bylaw)

RIGHT OF INTERMENT CERTIFICATE

11. The Administrator shall issue a Right of Interment Certificate to an applicant who meets the requirements of this Bylaw and pays the fees prescribed in Bylaw No. 1644.
12. The issuance of a Right of Interment Certificate does not entitle the holder to require the Town to inter the Human Remains or Cremated Remains of the designated person in the Lot unless the Interment Right Holder complies with all provisions of this By-law, including, without limitation, the payment of all Fees related to the Interment, and obtains an Interment Permit.
13. A Right of Interment Certificate for any unused Lots may be transferred to another family member. The Interment Right Holder or executor must provide this request in writing (Schedule D) and the original Interment Right Certificate must be surrendered to the Town.
14. An administration fee is payable to the Town in respect of an Interment right transfer:
15. An Interment Right Holder shall either reserve the right to use that Lot for himself or herself or authorize another family member to be interred in the Lot to which the Right of Interment Certificate refers.
16. An Interment Right Holder may only designate one Lot for his or her own use.
17. A Right of Interment Certificate may be surrendered to the Town. A refund, equal to the purchase price less the Care Fund contribution and administration fee, will be issued to the Interment Right Holder provided:
 - a. there are no Interments in the designated Lot;
 - b. the Interment Right Holder or his executor provides written notice to the Town of intent to surrender the right (Schedule E);
 - c. the original license or Right of Interment Certificate is surrendered;
 - d. the applicable Administration Fee is paid; and
 - e. any Fees for the removal of any Memorial that is on, or embracing the surrendered Lot, is paid.
18. All applications for a Right of Interment Certificate or an Interment Permit must be made at the Cemetery Office between the hours of 8:30 a.m. – 12:00 noon and 12:30 p.m. - 4:00 p.m. on weekdays except holidays.



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ADDITIONAL INTERMENTS IN A LOT

Schedule "F"

Lot Address: A _____ C _____ M _____ P _____

Grave of: _____

I (we), being persons having priority in connection with disposition of human remains or cremated remains as set out in Section 5 of the *Cremation, Interment and Funeral Services Act*, in relation to the original occupant of this grave, hereby authorize the Town of Ladysmith to inter the ashes of:

in the grave space occupied by: _____

The undersigned represents to the Town of Ladysmith that they notified the immediate next-of-kin of the original person(s) interred in the above lot and that the immediate next-of-kin agree to the additional interment.

The undersigned further acknowledge that the Town is relying on this representation and agree to indemnify and save harmless the Town of Ladysmith, its officers and employees, from all actions, liability, costs, expenses, demands or claims resulting from the additional interment authorized by this permit.

Signed

Date _____

Signed

Date _____

Signed

Date _____

Signed

Date _____

Signed

Date _____

Town of Ladysmith Approval: _____ Date: _____

THE CREMATION, INTERMENT AND FUNERAL SERVICES ACT (excerpts);

THE CREMATION, INTERMENT AND FUNERAL SERVICES ACT (excerpts);

CONTROL OF DISPOSITION – Section 5

- (1) The right of a person to control the disposition of the human remains or cremated remains vests in, and devolves on, the following persons in order of priority:
- (a) the personal representative named in the will of the deceased;
 - (b) the spouse of the deceased;
 - (c) an adult child of the deceased;
 - (d) an adult grandchild of the deceased;
 - (e) if the deceased was a minor, a person who was a legal guardian of the person of the deceased at the date of death;
 - (f) a parent of the deceased;
 - (g) an adult sibling of the deceased;
 - (h) an adult nephew or niece of the deceased;
 - (i) an adult next of kin of the deceased, determined on the basis provided by sections 89 and 90 of the Estate Administration Act;
 - (j) the minister under the Employment and Assistance Act or, if the official administrator under the Estate Administration Act is administering the estate of the deceased under that Act, the official administrator;
 - (k) an adult person having a personal or kinship relationship with the deceased, other than those referred to in paragraphs (b) to (d) and (f) to (i).
- (2) If the person at the top of the order of priority set out in subsection (1) is unavailable or unwilling to give instructions, the right to give instructions passes to the person who is next in priority.
- (3) If, under subsection (1), the right to control the disposition of human remains or cremated remains passes to persons of equal rank, the order of priority
- (a) is determined in accordance with an agreement between or among them, or
 - (b) in the absence of an agreement referred to in paragraph (a), begins with the eldest of the persons and descends in order of age.

WRITTEN AUTHORIZATION – Section 8

- (3) An operator of a cemetery, mausoleum and crematorium must not dispose of human remains unless
- (a) the operator is authorized to do so under the Vital Statistics Act, and
 - (b) the operator
 - (i) is ordered to do so by a medical health officer under the Health Act, or
 - (ii) has received the authorization from the person who, under section 5, has the right to control the disposition of the human remains.

PROTECTION FROM LIABILITY – Section 9

- If
- (a) there is an error or omission in an authorization provided under section 8 to an operator or a funeral provider, or
 - (b) the person who signed an authorization provided under section did not have the authority to give the directions set out in the authorization,

the operator or funeral provider is not liable for acting on the authorization unless the operator or funeral provider knew, or ought to have known, that the facts stated in the authorization were not true or the person giving the authorization did not have the authority to do so.

DEFINITION OF SPOUSE

"spouse" means a person who

- (a) is married to another person,
- (b) is united to another person by a marriage that, although not a legal marriage, is valid at common law, or
- (c) has lived and cohabited with another person in a marriage-like relationship, including a marriage-like relationship between persons of the same gender, for a period of at least 2 years immediately before the other person's death;

Cemetery Management By-law No. 1668

The use of any lot, exercise of interment rights, installation of any memorial, visitation of any memorial site and performance of all services is subject to the bylaws, rules and regulations of the Town of Ladysmith as may be currently in effect or from time-to-time amended.

Town of Ladysmith, Cemetery Services Information Policy

The Cemetery collects and uses personal information solely for the purpose of providing client families with the products and services they request and, as required by law, to retain a permanent record of every interment within the Town operated cemetery, and is subject to Privacy Legislation and Cemetery policy.

Staff will be pleased to provide you with the location of a burial site. Staff are prohibited from providing any other personal information about deceased persons interred, or Rights Holders, at the Town Cemetery.



Town of Ladysmith
STAFF REPORT

To: Ruth Malli, City Manager
From: Joe Friesenhan, Director of Public Works
Date: November 17, 2008
File No:

This report was reviewed at the Government Services Committee meeting on January 19, 2009.

Re: CEMETERY BYLAW

RECOMMENDATION:

That the Government Services Committee recommend that Council adopt the attached Bylaw for the regulation, operation, and maintenance of the Town of Ladysmith Cemetery.

BACKGROUND / HISTORY:

The operation and maintenance of the Town of Ladysmith Cemetery comes under the jurisdiction of the Business Practices & Consumer Protection Authority (BPCPA). An audit of our cemetery was completed by the BPCPA in April of 2008 that identified the necessity for the Town to revise the cemetery bylaw and record keeping practices.

The attached bylaw and schedules have been written to address the shortfalls of the existing cemetery bylaw and practices. The new bylaw covers additional areas of operation and proposed changes that are required to allow for the construction of columbarium and other improvements identified in the Ladysmith Cemetery Expansion report adopted by Council in February of 2005.

Further development of the cemetery, such as columbarium, scattering garden or ossuary is subject to capital approvals but we propose immediate changes to the cremation plot sizes. The present cremation plot is approximately 30" X 60" and we propose to make these 30" X 30" for the use of one single or one double cremation vault and memorial.

All pricing for Cemetery Fees and Charges will now be included in Bylaw #1644, The Town of Ladysmith Fees and Charges Bylaw.

The major changes proposed from the existing bylaw are:

- Revised description of "Resident"
- New description of "Former Resident", "Family Member", "Niche", "Ossuary", and "Scattering Garden"
- Section 13 - Internment rights can be transferred to a family member

- Section 17 – Internment rights can be surrendered to the Town
- Section 27(d) – proposing that 8 cremated remains be allowed on a full plot (formerly 4)
- Section 27(g) – allow double size cremation vaults to be used
- Section 28 – Columbarium regulations
- Section 29 – Ossuary regulations
- Section 30 – Scattering of Ashes regulations
- Section 43 – maximum size of Memorials specified
- Sections 44 & 45 – Memorials for columbarium and scattering proposed –
- Section 53 & 54 – conduct of dog owners in cemetery
- Section 56 – Artificial flowers removed March 15th each year (presently March 1st)
- Section 64-67 – Maintenance of Care Fund

Changes to the Schedules are as follows:

- Schedule A – now incorporates a legal agreement (as required by BPCPA) and the option of reselling any reserved lots still unused after 50 years.
- Schedule B – Internment permit revised
- Schedule C – Memorial permit revised
- Schedule D – new form for 'Right of Internment Transfer'
- Schedule E – new form for 'Right of Internment Surrender'
- Schedule F – new form for 'Additional Internments in a Lot'

ATTACHMENTS:
Draft Bylaw #1668.

I concur with the recommendation:



Ruth Malli, City Manager