



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, NOVEMBER 16, 2009
at 7:00 p.m.

A G E N D A

CALL TO ORDER

Page

1. EXECUTIVE SESSION (6:30 p.m.)

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:

- 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;
- the receipt of advice that is subject to solicitor-client privilege, including communications necessary for that purpose;
- 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;
- labour relations or other employee relations;

2. RISE AND REPORT

3. AGENDA APPROVAL

4. PUBLIC HEARING

4.1 Official Community Plan and Zoning Amendment Application 3360-09-06

Official Community Plan Bylaw, 2003, No. 1488, Amendment Bylaw (No. 27), 2009, No. 1696
Zoning Bylaw 1995, No. 1160, Amendment Bylaw (No. 76), 2009, No. 1697
(Town of Ladysmith) – Block B, District Lot 56, Oyster District, Plan 6460, Except Part
in Plan 13908 and VIP68919 (208 High Street and 217 Buller Street)

1 - 4

5. BYLAWS (OCP / ZONING)

5.1 Official Community Plan and Zoning Amendment Application 3360-09-06

Official Community Plan Bylaw, 2003, No. 1488, Amendment Bylaw (No. 27), 2009, No. 1696
Zoning Bylaw 1995, No. 1160, Amendment Bylaw (No. 76), 2009, No. 1697
(Town of Ladysmith) – Block B, District Lot 56, Oyster District, Plan 6460, Except Part
in Plan 13908 and VIP68919 (208 High Street and 217 Buller Street)

1 - 4

Re: Bylaw 1696 may be read a third time and adopted.
Bylaw 1697 may be read a third time and adopted.

6. MINUTES

Adoption of following minutes:

- November 2, 2009

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	<u>Page</u>
7. DELEGATION None.	
8. PROCLAMATIONS None	
9. DEVELOPMENT PERMITS / DEVELOPMENT VARIANCE PERMITS	
9.1 <u>Development Permit Application 3060-09-09</u> 128, 134, 140 Esplanade Avenue and 9 White Street Mariner's Quay	8 - 18
10. STAFF / ADVISORY COMMITTEE REPORTS	
10.1 <u>Official Community Plan Amendment & Rezoning Application 3360-09-07</u> Seven Links Marketing and Development Ltd. Fourth Avenue (Proposed Lot 6 of Lot 1, D.L. 108, Oyster District, Plan 47290)	19 - 21
10.2 <u>Heritage Grant – Historic Places Initiative Contract For 2009/10</u>	22 - 33
10.3 <u>Archaeological Impact Assessment Report</u> Verbal Report - City Manager	
10.4 <u>Fire Chief's Report – October, 2009</u>	34
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11. CORRESPONDENCE	
11.1 <u>T. Hughes, Coastal Animal Control Services of BC Ltd.</u> Re: October 2009, Pound Report <u>Staff Recommendation:</u> That the October, 2009 Pound Report be received.	36
11.2 <u>Minister Bill Bennett, Ministry of Community and Rural Development</u> Re: Infrastructure Planning Grant Awarded for Environmental Impact Study <u>Staff Recommendation:</u> That: a.) the grant for the Environmental Impact Study in the amount of \$10,000 be received and that a letter of thanks for the grant be forwarded to Minister Bill Bennett, Ministry of Community and Rural development. b.) The Mayor and Corporate Officer be authorized to sign the agreement on behalf of the Town. c.) The 5 year financial plan be amended accordingly.	37 - 38
12. BYLAWS	
10.1 <u>Town of Ladysmith Waterworks Regulation Bylaw 1999, No. 1298, Amendment Bylaw 2009, No. 1670</u> Re: May be adopted.	39
13. NEW BUSINESS None.	
14. UNFINISHED BUSINESS None.	
15. QUESTION PERIOD	
ADJOURNMENT	

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 21st day of September, 2009

READ A SECOND TIME on the 21st day of September, 2009

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

on the day of

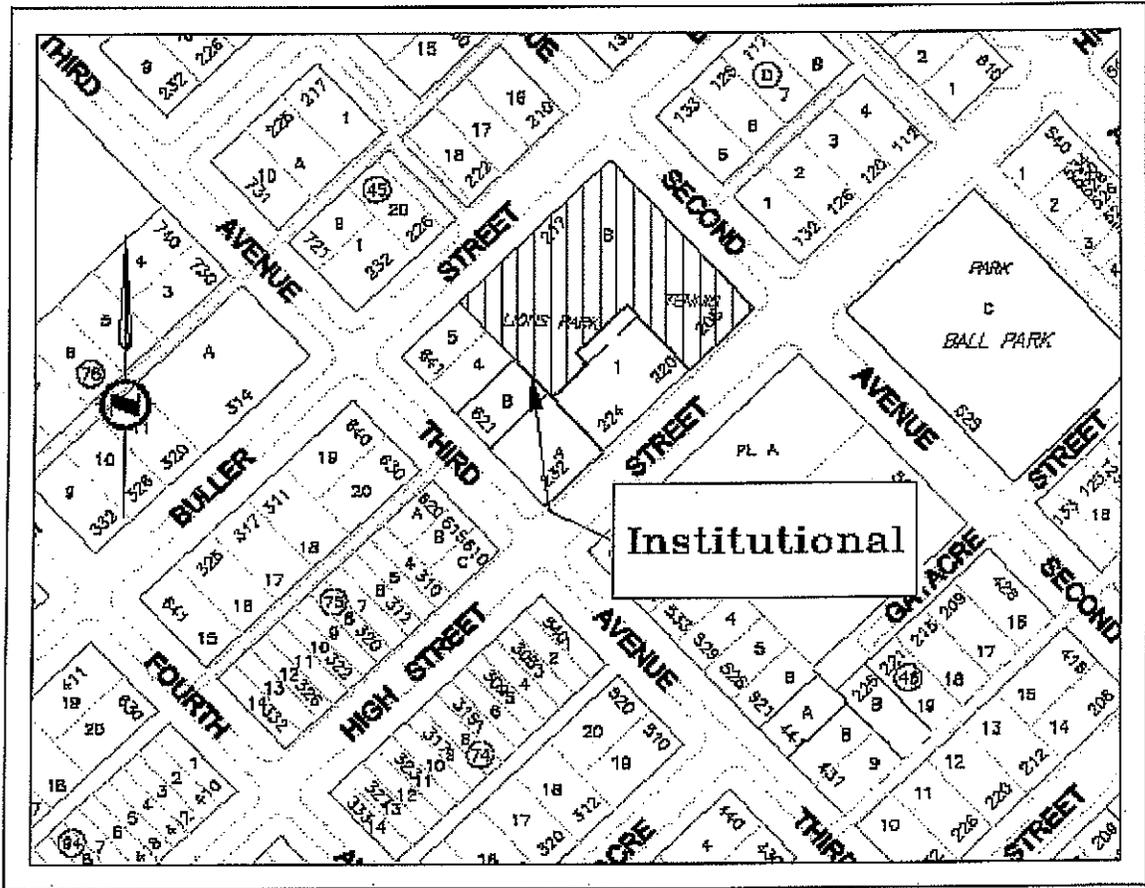
READ A THIRD TIME on the day of

ADOPTED on the day of

Mayor (R. Hutchins)

Corporate Officer (S. Bowden)

BYLAW 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:
(b) Deleting the definition "Public Assembly Use" in Section 4.0 Definitions, and replacing it with:
(c) Adding Section "5.13 (A) Permitted Uses"
(1) The following uses are permitted in all zones:
(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 21st day of September, 2009

READ A SECOND TIME on the 21st day of September, 2009

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

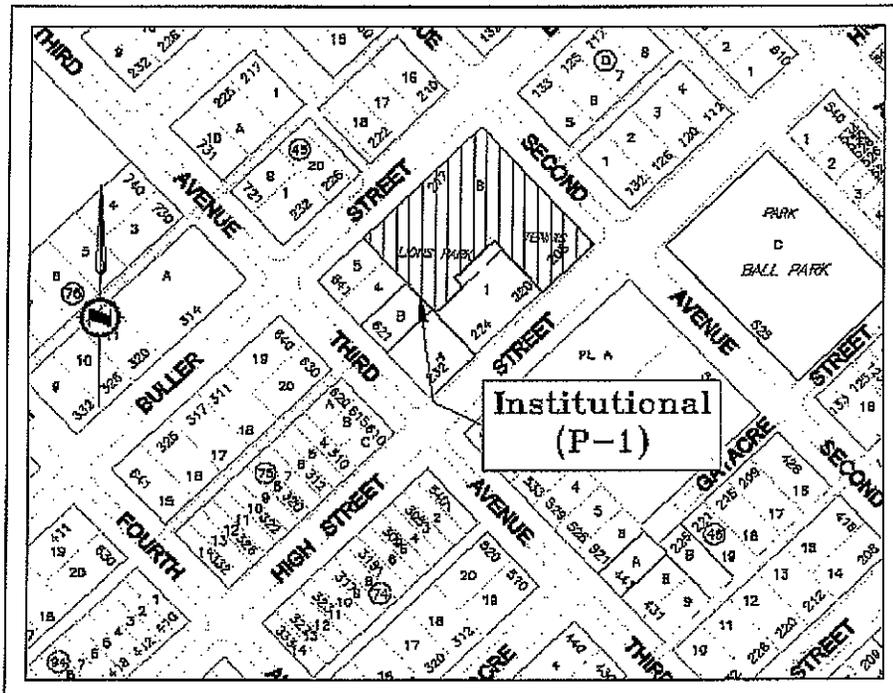
on the day of

READ A THIRD TIME on the day of

ADOPTED on the day of

Mayor (R. Hutchins)

Corporate Officer (S. Bowden)





Town of Ladysmith

Minutes of a Meeting of Council of the Town of Ladysmith, held in Council Chambers at City Hall on Monday, November 2, 2009 at 7:00 p.m.

COUNCIL MEMBERS PRESENT:

Mayor Rob Hutchins (Chair) Duck Paterson
Jillian Dashwood Lori Evans
Bruce Whittington

STAFF PRESENT:

Ruth Malli Felicity Adams
Joanna Winter

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

EXECUTIVE SESSION

2009-548

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;
- 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

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

RISE AND REPORT

Council reported on the following matters from the Executive Session of Council:

-- That the vision, mission and value statements be adopted as follows:

Vision

Ladysmith is a spirited community that values its small town quality of life, where we work together as stewards of our heritage, environment and economy.

Mission

To ensure a safe, caring and vibrant community.

Values

We lead with courage, respect, and integrity for a strong community.

and that the vision, mission and value statements be incorporated into the Town of Ladysmith Strategic Plan for 2010-2014.

-- That Council accept with regret the resignations of Allan Burrows from the Economic Development Commission and Bryan Henderson from the Environment Commission, and that advertising for replacements take place.

AGENDA APPROVAL

2009-550

It was moved, seconded and carried that the agenda be adopted as circulated.

MINUTES

2009-551

It was moved, seconded and carried that the minutes of the October 19, 2009 Council meeting be adopted as circulated.

DELEGATIONS

ONE SKY CANADIAN INSTITUTE OF SUSTAINABLE LIVING -- Kim Struthers, Godwin Unimke and Juliet Olory.

Council heard a presentation on the results of Ladysmith's participation in One Sky's Energetic Olympics competition. Mr. Unimke and Ms Olory spoke to Council about community development in their country of Nigeria, and how energy consumption cuts in Ladysmith can make a difference in other countries and contribute to sustainable living on

a global scale.

BYLAWS (OCP/ZONING) Councillor Dashwood vacated Council Chambers for the following item at 7:03 p.m..

2009-552

It was moved, seconded and carried that Council give first and second reading to Bylaw 1700 cited as "Official Community Plan Bylaw, 2003, No. 1488, Amendment Bylaw (No.28), 2009, No.1700", and Bylaw 1701 cited as "Town of Ladysmith Zoning Bylaw 1995, No. 1160 Amendment Bylaw (No.77), 2009, No.1701", and that a public hearing be scheduled for Bylaw 1700 and Bylaw 1701 on December 7, 2009.

Councillor Dashwood returned to Council Chambers at 7:09 p.m.

**COUNCIL / COMMITTEE
REPORTS**

Councillor D. Paterson reported that the Celebrations Committee will be holding its Annual General Meeting on November 5. He advised Council that the Festival of Lights committee and volunteers were hard at work to be ready for Light-Up on November 26. Councillor Paterson also expressed his appreciation to all those who worked so hard to showcase Ladysmith to the rest of the world during the October 31 leg of the Olympic Torch Relay.

2009-553

It was moved, seconded and carried that staff be directed to review the scope of the train station rehabilitation project and provide funding options for Council's consideration

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2009-554

It was moved, seconded and carried that the issue regarding the redesign of Symonds Street to reduce the maximum grade be referred to the 2010 budget process and that staff provide a list of projects at that time to afford Council with an opportunity to prioritize the projects

2009-555

It was moved, seconded and carried that staff be requested to apply for grants from Walk BC to a maximum of \$5,000 and from the British Columbia Health Living Alliance (BCHLA) Physical Activity Strategy to a maximum of \$4,000

-

2009-556

It was moved, seconded and carried that a two per cent increase to the fees at the Frank Jameson Community Centre for Parks, Recreation and Culture be approved.

2009-557

It was moved, seconded and carried that the Town adopt a water rate structure, for residential users only, of a \$21 base rate for the initial 25 cubic metres of water used, followed by \$0.50 / m³; \$0.60 / m³; \$0.75 / m³; \$1.00 / m³ for each additional increment of 25 cubic metres used, and \$1.35 for each cubic metre used above 125 cubic metres, effective January 1, 2010.

Councillor L. Evans reported that representatives from the Heritage Revitalization Advisory Commission and staff had met with the Ladysmith Chronicle to discuss the Commission's role, and were pleased with the resulting article. Councillor Evans advised Council that the Affordable Housing Directorate of Social Planning Cowichan is working on a regional affordable housing strategy. The Health Advisory Committee is meeting on November 5, and Council was reminded that there is a Community Health Fair on November 7. Councillors Evans and Dashwood will attend the Fair. Councillor Evans also expressed her gratitude for the opportunity to attend the Union of BC Municipalities convention, and provided copies of the notes she took during the sessions.

Councillor B. Whittington reported that the Advisory Design Panel had not met. He reported on the Cities Fit for Children conference he had attended, pointing out that Ladysmith still has challenges to overcome, but has already undertaken a number of initiatives in this area. Councillor Whittington advised that the Environment Commission is preparing a report to Council on a proposed initiative to educate the public on actions to

take to reduce energy consumption.

2009-558

It was moved, seconded and carried that Council adopt the following report from the Environment Commission meeting of October 16, 2009:

It was moved, seconded and carried that the Environment Commission report back to Council that, in accordance with Bylaw 1631, Section #6 (c), the Commission confirms that the Commission mandate, structure and administration are appropriate.

REPORTS

TRANSFER BEACH CLEAN-UP

2009-559

It was moved, seconded and carried that a letter of thanks be sent to the Nanaimo Paddlers Club for the work of their volunteers in cleaning up the shoreline of Ladysmith Harbour from Transfer Beach to the Government Wharf.

HERITAGE STREET SIGNS

2009-560

It was moved, seconded and carried that Council approve the design of the heritage-style street sign blades in the Downtown area as: black background with a gold horizontal border, lower case heritage font in cream colour, with the Town logo and text below the logo "Town of Ladysmith Heritage Area".

TRANSFER BEACH BANNERS--PURCHASING POLICY

2009-561

It was moved, seconded and carried that Council waive the Purchasing Policy and award the contract for the Transfer Beach Banners, designed by the Tourism Advisory Committee, to 'Artopia' Adaptive Display Arts Ltd.

CORRESPONDENCE

LADYSMITH ROTARY CLUB

2009-562

It was moved, seconded and carried that Council support in principle the request from the Ladysmith Rotary Club to construct a "Rotary Walkway" on the new breakwater, and that the matter be referred to staff for further investigation.

BYLAWS

2009-563

It was moved, seconded and carried that Town of Ladysmith Waterworks Regulation Bylaw 1999, No. 1298, Amendment Bylaw 2009, No. 1670, be read a first, second and third time with the following amendments:
to specify the numbers of metres used in each rate block.

ADJOURNMENT

2009-564

It was moved, seconded and carried that the meeting be adjourned at 7:53 p.m.

CERTIFIED CORRECT:

Mayor (R. Hutchins)

Director of Corporate Services (S. Bowden)



Town of Ladysmith
STAFF REPORT

To: Ruth Malli, City Manager
From: Felicity Adams, Manager of Development Services
Date: November 5, 2009
File No: 3060-09-09

Re: **DEVELOPMENT PERMIT APPLICATION – Mariner’s Quay**
128, 134, 140 Esplanade Ave. and 9 White Street

RECOMMENDATION(S):

That Council issue Development Permit 3060-09-09 with a parking variance and setback variances for 128, 134, 140 Esplanade Ave. and 9 White Street to permit an 11 unit multi-family development.

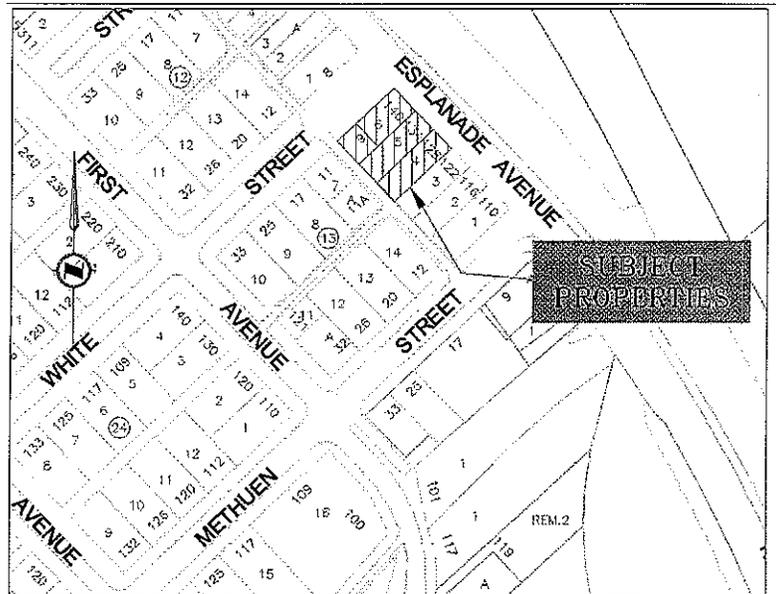
AND THAT the Mayor and Corporate Officer be authorized to sign the Development Permit.

PURPOSE:

The purpose of this report is to present to Council a development permit application for a proposed 11 unit multi-family development at the corner of White Street and Esplanade Ave.

INTRODUCTION/BACKGROUND:

In December 2007 the subject properties were rezoned to “Multi-Family Residential (R-3)”. The rezoning process focussed specifically on land use. A design for a multi-family development was not secured at the rezoning stage.



SCOPE OF WORK:

The applicant is proposing a sixplex, a triplex, and a duplex. The subject four lots would be consolidated. The site slopes from west down to the east. The site is bordered by Esplanade Ave. (Trans Canada Hwy) to the east, White St. and a multi-family building to the north, a lane and single family homes to the west, and two single family homes to the south.

Development Permit Area 4 – Multi-Family Residential (DPA4) applies to the subject properties. DPA4 provides guidelines for the form and character of multi-family residential development. The objective of DPA4 is to ensure that the development is compatible with the form and character of adjacent development.

The site area totals 0.14 hectares (0.35 acres) in size. The residential units are accessed by an entry from White Street. The entry/exit to the lane will be for emergency access only.

The sixplex building is proposed to be an average of 8.38 metres in height and the duplex and tri-plex are proposed to be an average of 9.54 metres in height. The length of the sixplex (as viewed from the Trans Canada Highway) is 33.46 metres. For context information note that the height of the 15 unit multi-family building to the north is 11.2 metres and the length is 30.55 metres.

As part of the Development Permit the applicant is requesting a variance from the required setbacks in the R-3 zone, see Table 1. The DPA4 guidelines specify that setback variances may be considered to provide for improved visual massing; as well as traffic and pedestrian circulation.

Table 1: Setback Variances Requested

<i>R-3 Zone</i>	Required Setback	Requested Setback
Front lot line (Esplanade Ave.- east)	6 m	4.5 m
Side lot line (White St. - north)	4.5 m	3 m
Side lot line (side - south)	4.5 m	3 m
Rear lot line (lane - west)	4.5 m	3 m

Floor Plan

The units are each approximately 170 m² (1,831 ft²) in size. Each unit contains 3 bedrooms, an open kitchen-dining-living room area, two bathrooms, a powder room, and garage. The duplex and tri-plex floor plan provides the garage on the main floor, whereas the sixplex shows the garage on the second floor (with kitchen/living area on the 1st floor and bedrooms on the 3rd floor).

Exterior Finishing

The exterior finishing is proposed to be a mixture of three fiber cement products including horizontal siding, board panels with trim, and vertical boards with battens. Decks rails are to be clear double glazing with a vinyl frame. The roof is proposed to be fibreglass shingles. The exterior doors and garage door are to be metal. The plans indicate double-glaze vinyl windows.

Parking

Eighteen parking stalls are required for an 11 unit multi-family development. The applicant is providing 11 stalls onsite. Eight parking stalls will be located in the boulevard area at the entrance to the development. Parking currently exists in this boulevard area and would need to be reconfigured for this development. In 2007, when the property was rezoned Council approved a parking amenity contribution of

\$24,000 (6 stalls x \$4000) acknowledging that a parking stall variance may be required at the development permit stage.

Landscaping

The landscape plan completed by 'New Landscapes' shows shrubbery and trees along the White St. and Esplanade frontage area. The lane frontage and sideyard area show lawn. The applicant is committed to constructing an emergency only fire exit to the lane of grasscrete (or similar drainage absorbing paving).

ALTERNATIVES

To not issue DP 09-09 for reasons related to the DPA4 guidelines.

FINANCIAL IMPLICATIONS:

n/a

LEGAL IMPLICATIONS:

n/a

CITIZEN/PUBLIC RELATIONS IMPLICATIONS:

The Advisory Design Panel considered the application at their meeting held October 13, 2009 and passed a motion supporting the proposed setback variances and supporting the proposed designs prepared by architect Alan Lowe.

INTERDEPARTMENTAL INVOLVEMENT/IMPLICATIONS:

The proposed plans have been referred to the Manager of Public Works, the Fire Chief and the Building Inspector for review. The plans have been amended to address their comments.

RESOURCE IMPLICATIONS:

Processing development permit applications is a core function of the Development Services Department. Processing this application is within available staff resources.

ALIGNMENT WITH STRATEGIC PRIORITIES:

Effective land use planning and community design is a Council strategic direction.

SUMMARY:

A development permit application has been received for an 11 unit multi-family development. Council may choose to issue the development permit.

ATTACHMENTS:

Development Permit 3060-09-09

I concur with the recommendation.



Ruth Malli, City Manager

TOWN OF LADYSMITH
DEVELOPMENT PERMIT 09-09
DATE: November 16, 2009

TO:	0838436 B.C. LTD., INC NO. BC0838436 (R. Jackson)
ADDRESS:	P.O. Box 1150, Ladysmith, BC, V9G 1R8

1. This Development Permit is issued subject to compliance with all of the bylaws of the Town of Ladysmith applicable thereto, except as specifically varied or supplemented by this Permit.
2. This Development Permit applies to and only to those lands within the Town of Ladysmith described below, and any and all buildings, structures and other development thereon:
Lot 6, Block 13, District Lot 56, Oyster District, Plan 703, Except the Northerly 80 Feet, PID 008-549-885 (9 White St.)
The Northerly 80 Feet of Lot 6, Block 13, District Lot 56, Oyster District, Plan 703, PID 000-366-579 (140 Esplanade Ave.)
Lot 5, Block 13, Oyster District, Plan 703, PID 003-785-238 (134 Esplanade Ave.)
Lot 4, Block 13, Oyster District, Plan 703, PID 003-785-238 (128 Esplanade Ave.)
3. The Official Community Plan requires compliance with the Development Permit Area 4 - Multi-Family Residential (DPA 4) as a condition for issuing a Development Permit for this property.
4. The land described herein shall be developed strictly in accordance with terms and conditions and provisions of this Permit and any plans and specifications attached to this Permit which shall form a part thereof. The conditions of this permit include the following:
 - a) All landscape work to be completed to the British Columbia Landscape Architect Standards (7th Edition) including:
 - (i) An irrigation system installed onsite for landscaping in the frontage area adjacent to Esplanade Avenue and White Street.
 - (ii) Solid cedar fencing and solid cedar garbage enclosure to be 1.7 metres in height.
 - (iii) Fire lane exit surface will contain a grasscrete area (or similar drainage absorbing paving material) that is a minimum size of 4.8 metres by 3.13 metres).
 - b) All lighting will be directed only to the subject property and will be directed away from adjacent residential properties.
 - c) The building setback requirements in Zoning Bylaw 1160 for this development are reduced such that buildings shall be no closer than 4.5 metres to the front lot line and no closer than 3 metres to the side and rear lot lines.
 - d) The onsite parking requirements in Zoning Bylaw 1160 for this development are reduced by 7 parking stalls; and 8 parking stalls shall be designed and built by the developer on White St. to Town of Ladysmith standards.
 - e) Signs shall be located in the lane to discourage parking in the lane.
 - f) The curb shall be designed and built by the developer to Town of Ladysmith standards and the lane curb shall be painted yellow to indicate that parking is not permitted in the lane.
5. The following plans and specifications are attached:
 - a) Schedule A – 3060 09-09 – Site Plan - A1.1 (Alan Lowe – Sept 18, 2009)
 - b) Schedule B – 3060 09-09 – Elevations – A3.1 (Alan Lowe – Sept 18, 2009)

- c) Schedule C - 3060 09-09 - Elevations - A3.2 (Alan Lowe - Sept 18, 2009)
- d) Schedule D - 3060-09-09 - Firelane Access With Bollards (Lowe - Oct. 22, 2009)
- e) Schedule E - 3060 09-09 - Landscape Plan - (J. New - August 28, 2009)
- f) Schedule F - 3060 09-09 - Plant Schedule and Notes - (J. New - August 28, 2009)

- 6. Security in the form of cash or a letter of credit in the amount of one hundred (100%) per cent of the works shown in the Landscaping Plan for the development is to be deposited with the Town of Ladysmith.
- 7. If the Permittee does not commence the development permitted by this Permit within six months of the date of this Permit, the Permit shall lapse.
- 8. THIS PERMIT IS NOT A BUILDING PERMIT. No occupancy permit shall be issued until all items of this Development Permit have been complied with to the satisfaction of the Corporate Officer.

AUTHORIZING RESOLUTION passed by Municipal Council on the day of, .

Mayor (R. Hutchins)

Corporate Officer (S. Bowden)

I HEREBY CERTIFY that I have read the terms and conditions of the Development Permit contained herein. I understand and agree that the Town of Ladysmith has made no representations, covenants, warranties, guarantees, promises or agreements (verbal or otherwise) with 0838436 B.C. LTD., INC NO. BC0838436 (R. Jackson) other than those contained in this permit.

Signed

Witness

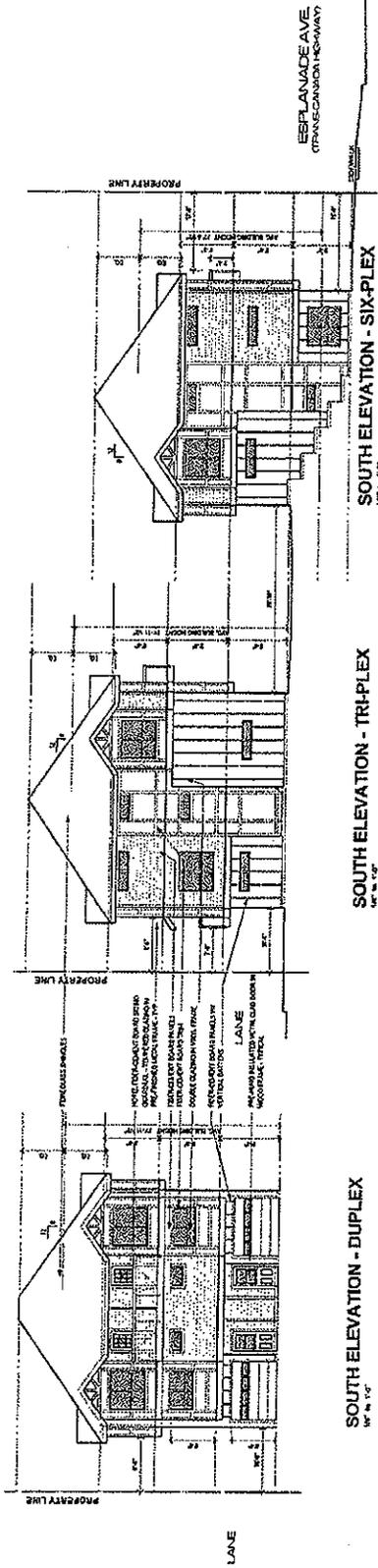
Title

Occupation

Date

Date

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SOUTH ELEVATION - DUPLEX
1/8" = 1'-0"

SOUTH ELEVATION - TRIPLEX
1/8" = 1'-0"

SOUTH ELEVATION - SIX-PLEX
1/8" = 1'-0"

ESPLANADE AVE
(FRANCIS/DATH HIGHWAY)

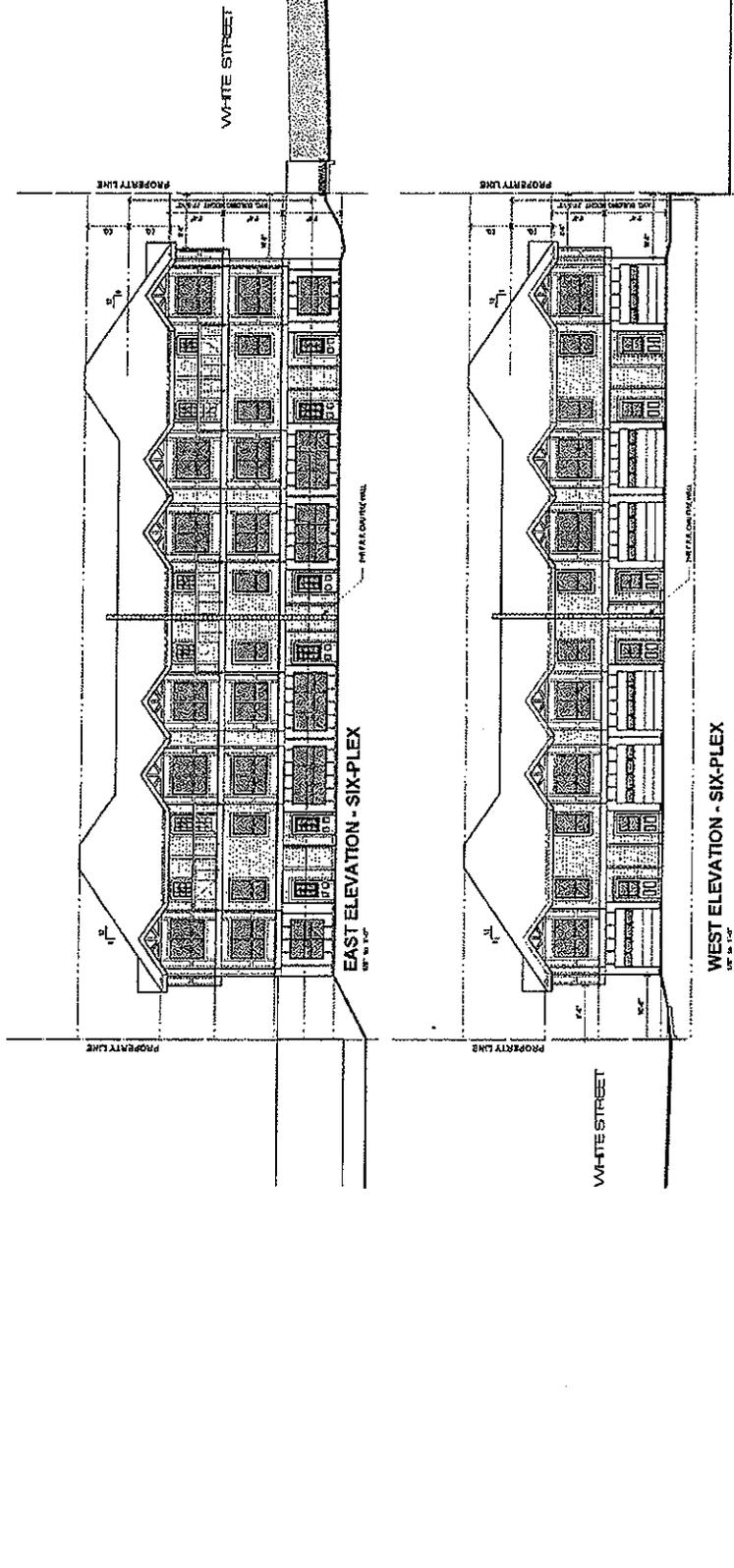
PROJECT NO.	08-275
DATE	18 SEP 2009
PROJECT NAME	08-275
ARCHITECT	ALAN LOWE ARCHITECT INC.
SCALE	1/8" = 1'-0"
DATE	18 SEP 2009
PROJECT NO.	08-275
DATE	18 SEP 2009
PROJECT NAME	08-275
ARCHITECT	ALAN LOWE ARCHITECT INC.
SCALE	1/8" = 1'-0"
DATE	18 SEP 2009

alan lowe architect inc.
1201 W. UNIVERSITY BLVD. SUITE 100
DALLAS, TEXAS 75208
PHONE: 214.742.1234
FAX: 214.742.1235
WWW.ALLOWEARCHITECT.COM

Miniflex's Quay
Residential Building
Architectural Elevation
08-275
ELEVATIONS

PROJECT NO.	08-275
DATE	18 SEP 2009
PROJECT NAME	08-275
ARCHITECT	ALAN LOWE ARCHITECT INC.
SCALE	1/8" = 1'-0"
DATE	18 SEP 2009

A3.1



EAST ELEVATION - SIX-PLEX
1/8" = 1'-0"

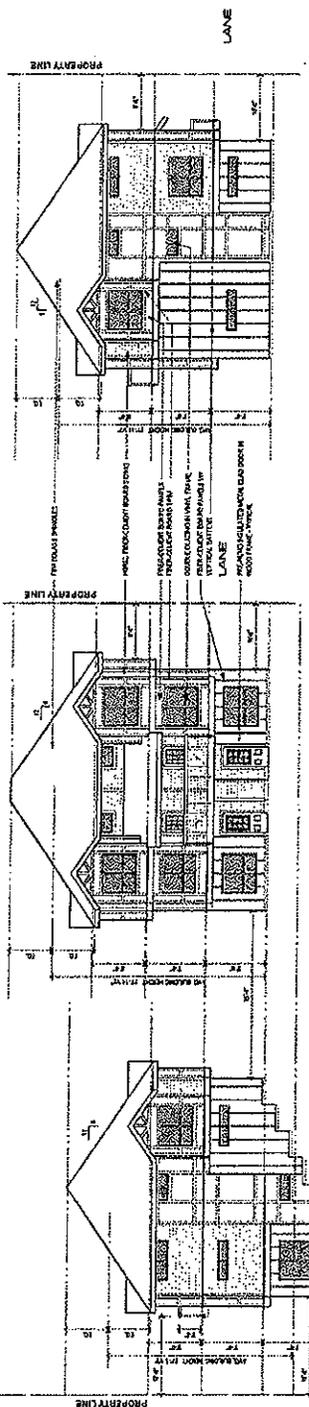
WEST ELEVATION - SIX-PLEX
1/8" = 1'-0"

WHITE STREET

WHITE STREET

Schedule B - DP 3060-09-09
08398436 B.C. LTD., INC NO. BC08398436 (R. Jackson)
Elevations - A3.1 (Alan Lowe - Sept 18, 2009)

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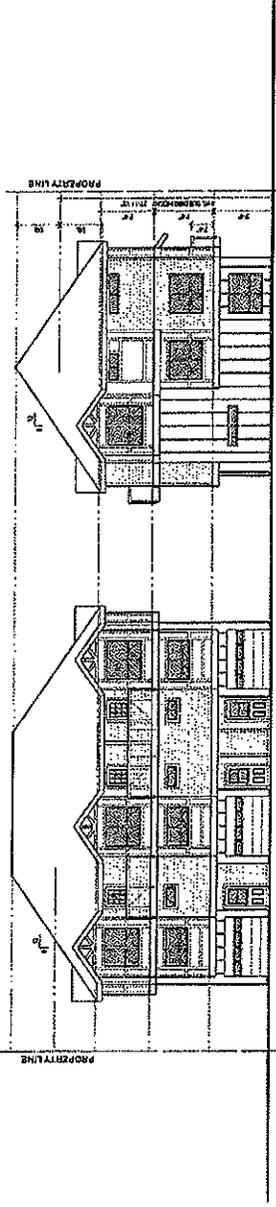


NORTH ELEVATION - TRI-PLEX
1/8" = 1'-0"

NORTH ELEVATION - DUPLEX
1/8" = 1'-0"

NORTH ELEVATION - SIX-PLEX
1/8" = 1'-0"

ESPLANADE AVE.
(FRANCISDALE - HWY 40)



EAST ELEVATION - DUPLEX
1/8" = 1'-0"

EAST ELEVATION - TRI-PLEX
1/8" = 1'-0"

PROJECT NO.	04-228
DATE	15 SEP 2009
SCALE	1/8" = 1'-0"
DESIGNER	ALAN LOWE ARCHITECT INC.
CLIENT	ALAN LOWE ARCHITECT INC.
PROJECT ADDRESS	1000 FRANK TRAIL
CITY	WINDSOR, ONTARIO
PROVINCE	ONTARIO
COUNTRY	CANADA

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Richard's Quarry
Professional Quality
Architectural & Planning
Services
1000 FRANK TRAIL
WINDSOR, ONTARIO N9A 6K5

ELEVATIONS

PROJECT NO.	04-228
DATE	15 SEP 2009
SCALE	1/8" = 1'-0"
DESIGNER	ALAN LOWE ARCHITECT INC.
CLIENT	ALAN LOWE ARCHITECT INC.
PROJECT ADDRESS	1000 FRANK TRAIL
CITY	WINDSOR, ONTARIO
PROVINCE	ONTARIO
COUNTRY	CANADA

A3.2

Schedule C - DP 3060-09-09
0838436 B.C. LTD., INC NO. BC0898436 (R. Jackson)

Elevations - A3.2 (Alan Lowe - Sept 18, 2009)



ZONING / SITE DATA

LEGAL ADDRESS: LOTS 445, 446 & 447, 450 LOT 4, BLOCK 19, DISTRICT LOT 4A, ORDER DISTRICT, PLAN 763

CIVIC ADDRESS: 124, 124, 140 ESPLANADE AVE & 9 WHITE STREET, LOUISVILLE, B.C.

ZONING: R-3 MULTIFAMILY RESIDENTIAL (1952-1)

LOT AREA: 1044.8 m² (1952-1)

BUILDING AREAS: N/A

EXISTING BUILDING AREAS: N/A

BUILDING B (Future Development): N/A

BUILDING C (Proposed Multi-Family Residence): 325.15 m² (R2025-R)

TOTAL SITE GROSS AREA: 325.15 m² (R2025-R)

FLOOR SPACE RATIO (F.S.R.):	ALLOWED	PROPOSED
2:1	2:1	1.21:1
SETBACKS:		
FRONT (EAST):	6.00 m	4.50 m
REAR (WEST):	4.50 m	4.50 m
SIDE (SOUTH - WHITE ST.):	4.50 m	3.00 m
SITE COVERAGE:		40.0%
SITE GRADING:		15.0 m
Avg. GROUND AT BUILDING FOOTING:		34.14 m
BUILDING HEIGHT:		N/A
BUILDING ST. (FLOOR):		N/A
BUILDING ST. (GARAGE):		N/A
DENSITY:		11 UNITS TOTAL
		(3 UNITS PER GARAGE)

PARKING (ON-LOT):

- 15 STALLS (MIN.)
- 15 STALLS (MAX.)
- 15 STALLS (PROVIDED)
- 15 STALLS (PROVIDED)
- 15 STALLS (PROVIDED)

VEHICLE TRAFFIC:

- 15 VEHICLES (MIN.)
- 15 VEHICLES (MAX.)
- 15 VEHICLES (PROVIDED)
- 15 VEHICLES (PROVIDED)
- 15 VEHICLES (PROVIDED)

SETBACK OUTLINE (FROM POINTS):

MINIMUM SETBACKS FROM POINTS TO BE MAINTAINED FOR ALL BUILDINGS AND STRUCTURES. THE SETBACKS FROM POINTS TO BE MAINTAINED FOR ALL BUILDINGS AND STRUCTURES. THE SETBACKS FROM POINTS TO BE MAINTAINED FOR ALL BUILDINGS AND STRUCTURES.

DRAWING INDEX

- A1.1 SITE PLAN / SITE PLAN
- A2.1 PLANS
- A3.1 ELEVATIONS
- A4.1 ELEVATIONS / SECTION
- A5.1 SECTION / ELEVATIONS

TRANS-CANADA HIGHWAY (ESPLANADE AVE)

WHITE STREET

CONNAUGHT AVE

MARINER'S QUAY MULTIFAMILY RESIDENTIAL HOUSING (PHASE I)

PROJECT / SITE DATA

SITE PLAN

LANDSCAPE PLAN

alan lowe architect inc.

1111-1111 Columbia St. #1000
 1111-1111 Columbia St. #1000
 1111-1111 Columbia St. #1000

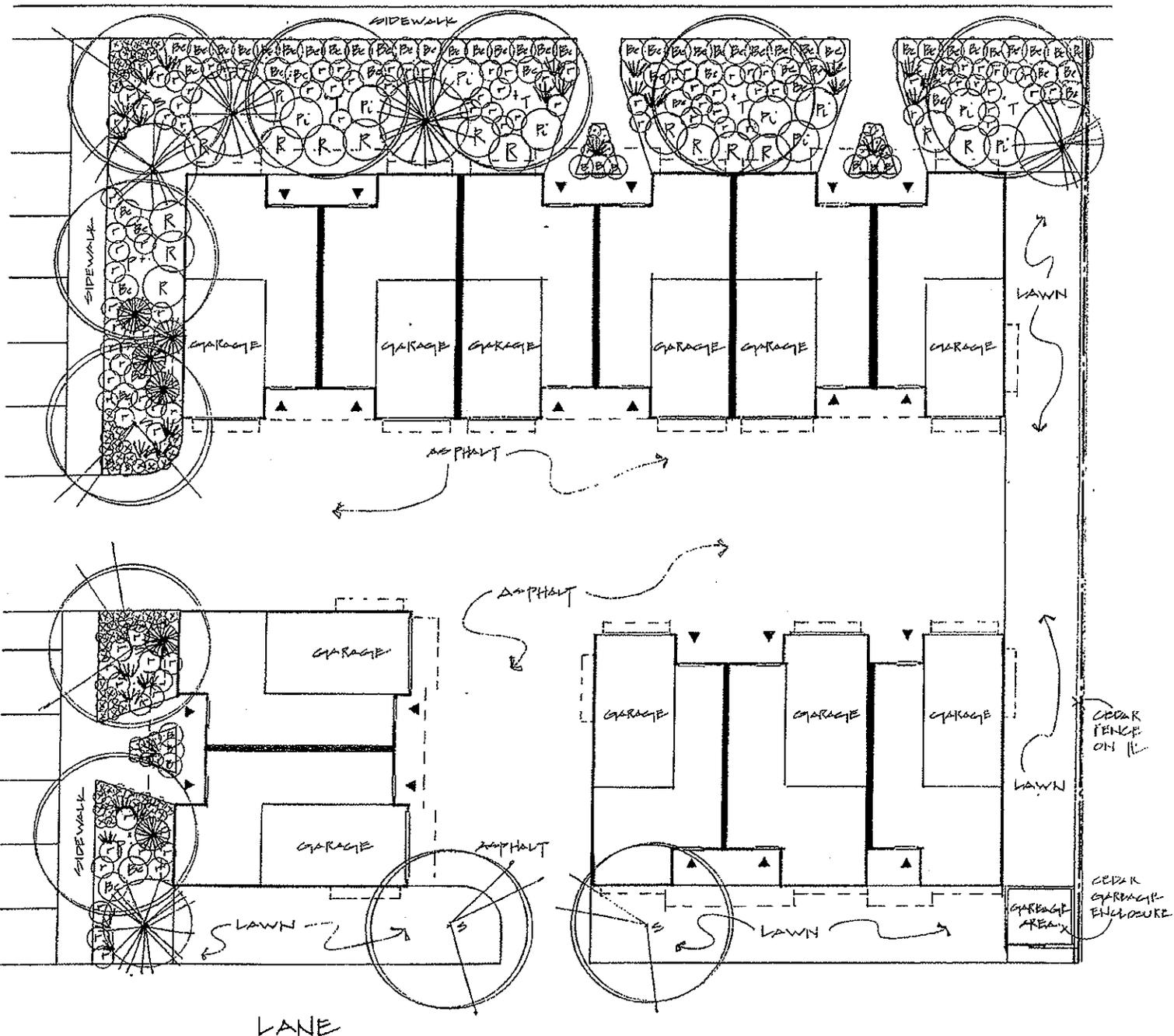
A1.1

Schedule D - DP 3060-09-09

0838436 B.C. LTD., INC NO. BC0838436 (R. JACKSON)

Firelane Access With Bollards (Lowe - Oct. 22, 2009)

TRANS CANADA HIGHWAY



Schedule E - DP 3060-09-09
 0838436 B.C. LTD., INC NO. BC0838436 (R. Jackson)

Landscape Plan - (J. New - August 28, 2009)

PLANT SCHEDULE

SYMBOL	QTY	BOTANICAL / COMMON NAME	SIZE / REMARKS
TREES			
S	5	GLADITEIA TRIACANTHOS 'SUNBURST' / HONEY LOCUST	6cm CAL. B&B
P	2	PRUNUS PISSARDI 'NIGRA' / FLOWERING PLUM	6cm CAL. B&B
T	4	TILIA CORDATA 'GREENSPIRE' / LINDEN	6cm CAL. B&B
	5	PINUS NIGRA / AUSTRIAN BLACK PINE	2.5m B&B
SHRUBS			
B	60	BERBERIS THUNBERGII 'CHERRY BOMB' / BARBERY	#2 POT
B	10	BUXUS SEMPERVIRENS / COMMON BOXWOOD	#3 POT
⊙	75	ERICA CARNEA 'SPRINGWOOD WHITE' / HEATH	#1 POT
⊙	20	LAVENDULA ANGUSTIFOLIA 'HIDEOTE BLUE' / ENGLISH LAVENDER	#1 POT
	30	MUSCANTHUS STRACILIMUS 'MORNING LIGHT' / MAIDEN HAIR GRASS	#1 POT
	6	PINUS MUGHO 'PUMILO' / DWARF MUGO PINE	#2 POT
PL	10	PIERIS JAPONICA 'MT. FLAME'	#2 POT
R	15	RHODODENDRON 'COSMOPOLITAN' *or 'ANNA KRUSCHKE'	#3 POT
r	100	ROSA PERGIAN YELLOW / SHRUB ROSE	#2 POT

NOTES:

DO NOT SCALE DRAWING. CONFIRM LOCATION OF EXISTING SITE SERVICES, SIDEWALKS, AND STRUCTURES PRIOR TO PLANTING AND PLACING TO SOIL. ALL LANDSCAPE WORK TO BE COMPLETED TO THE CURRENT EDITION OF THE BCMA LANDSCAPE STANDARDS.

TOWNHOUSE DEVELOPMENT LANDSCAPE PLAN

WHITE STREET * TRANS CANADA HIGHWAY LADYSMITH, B.C.

SCALE: 1" = 10' (APPROX.)

DRAWN & DESIGN BY: JANICE NEW
NEW LANDSCAPES 250.701.7745

DATE: AUGUST 28, 2009

REVISIONS: November 3, 2009
(removal of grass grid) JN

Schedule F - DP 3060-09-09
0838436 B.C. LTD., INC NO. BC0838436 (R. Jackson)

Plant Schedule & Notes - (J. New - August 28, 2009)



Town of Ladysmith

STAFF REPORT

To: Ruth Malli, City Manager
 From: Felicity Adams, Manager of Development Services
 Date: November 6, 2009
 File No: 3360-09-07

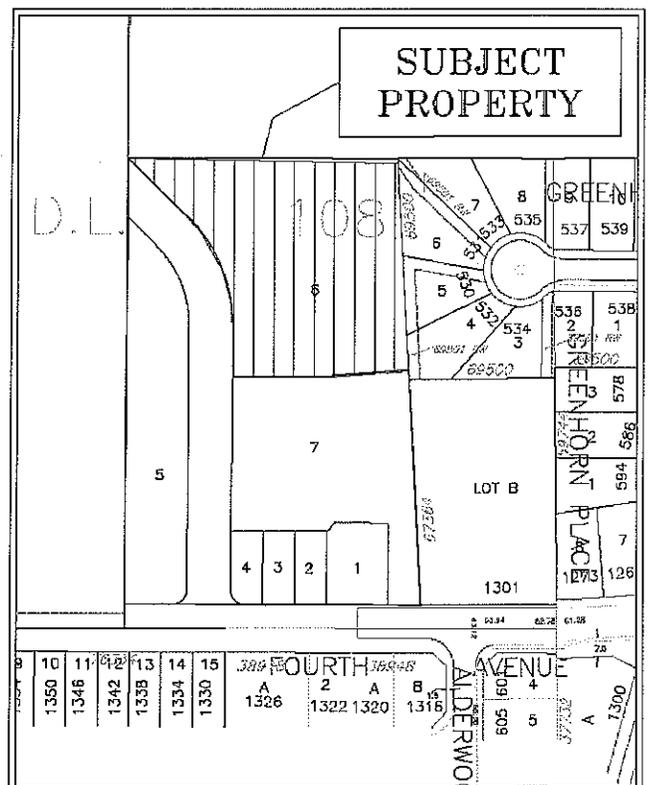
Re: Official Community Plan Amendment & Rezoning Application - Fourth Avenue Seven Links Marketing and Development Ltd. (Proposed lot 6 of Lot 1, D.L. 108, Oyster District, Plan 47290)

RECOMMENDATION(S):

1. That Council support the following Official Community Plan (OCP) consultation pursuant to S.897 of the Local Government Act for OCP and Zoning Bylaw amendment application 3360-09-07 (Seven Links Marketing and Development Ltd):
 - (i) Refer the application to the Advisory Planning Commission (APC) for review and comment prior to a public hearing.
2. That Council direct staff to prepare bylaws to amend the Official Community Plan and Zoning Bylaw to permit a medium density residential development on proposed lot 6 of Lot 1, D.L. 108, Oyster District, Plan 47290 (3360-09-07).
3. That Council direct staff to work with the developer towards a land-use agreement for the proposed development of proposed lot 6 of Lot 1, D.L. 108, Oyster District, Plan 47290 (3360-09-07), which sets parameters regarding amenities to be offered (\$1000 per residential unit); as well as site and building design guidelines (including build green commitments).

PURPOSE:

The purpose of this report is to introduce an Official Community Plan (OCP) and rezoning application for a 0.69 ha (1.7 acres) portion of Lot 1, D.L. 108, Oyster District, Plan 47290; and to seek Council direction regarding consultation, preparation of bylaws, and establishing a land-use agreement (covenant). The subject property map shows the 0.69 ha portion that is the subject of this application and is described



as proposed lot 6 of Lot 1, D.L. 108, Oyster District, Plan 47290.

INTRODUCTION/BACKGROUND:

Currently the subject area is designated 'Urban Reserve' and zoned 'Agriculture Zone'. The applicant is proposing to designate the subject 0.69 ha area as 'Multi-Family' and rezone the area to 'Medium Density Residential (R-3-A)'. The density in the R-3-A zone would permit 25 residential units on the subject area.

SCOPE OF WORK:

The subject site is relatively level and would be accessed from a new dedicated road. Land to the north is in the Cowichan Valley Regional District and is Crown owned land dedicated as park. To the south and east is single family development and to the west is the proposed sports fields of D.L. 108. In September 2009, the northern portion of D.L.108 was zoned to permit approximately 40 mobile homes (on a 2.19 ha area) and a total of 37 medium density residential units (on a .4 ha site and .7 ha site). Thus, a new neighbourhood with sports fields is evolving at the end of Fourth Ave.. If the subject rezoning proceeds it would add 25 residential units to the neighbourhood.

It is recommended that staff work with the developer towards a land use agreement which secures the general amenity package of \$1000 per residential unit; and establishes a set of design objectives and guidelines (including build green commitments) for the proposed development.

Table 1: Summary of OCP Amendment and Rezoning - 3360-09-07

	<i>Current</i>	<i>Proposed</i>
<i>OCP</i>	Urban Reserve	Multi-Family Residential and Development Permit Area 4 (DPA4)
<i>Zoning</i>	Agriculture Zone (A-2)	Medium Density Residential (R-3-A)
<i>Minimum lot size:</i>	0.4 hectares	892 m ²
<i>Permitted uses:</i>	one family residential unit and agriculture	multi-family residential

An amendment to the Official Community Plan would include designating the subject area as 'Multi-Family Residential' and would place the subject area in 'Development Permit Area 4(DPA4)'. An amendment to the Zoning Bylaw would change the zoning of the subject area from 'Agriculture Zone (A-2)' to 'Medium Density Residential (R-3-A)'.

ALTERNATIVES:

That Council proceed no further with OCP and Zoning Bylaw Amendment application 3360-09-07 (Seven Links Marketing and Development Ltd).

FINANCIAL IMPLICATIONS:

n/a

LEGAL IMPLICATIONS:

If the application proceeds a public hearing is required.

CITIZEN/PUBLIC RELATIONS IMPLICATIONS:

If the application proceeds the applicant will be required to hold a neighbourhood information meeting.

It is recommended to refer the application to the Advisory Planning Commission.

INTERDEPARTMENTAL INVOLVEMENT/IMPLICATIONS:

The application has been referred to the Manager of Public Works for review. The fire chief will review proposed plans at the development permit stage to ensure safe emergency access. The proposed lot is the subject of a subdivision application.

RESOURCE IMPLICATIONS:

Processing rezoning applications is a core function of the Development Services Department. Processing this application is within available staff resources.

ALIGNMENT WITH STRATEGIC PRIORITIES:

Effective land-use planning and community design is a Council strategic direction.

SUMMARY:

An application has been received to amend the Official Community Plan and Zoning Bylaw to permit a medium density residential development on a portion of Lot 1, D.L. 108, Oyster District, Plan 47290 (Fourth Ave.). It is recommended to refer the application to the Advisory Planning Commission, and to direct staff to prepare bylaws and work with the developer towards a land use agreement.

I concur with the recommendation.



Ruth Malli, City Manager

ATTACHMENT:

None



Town of Ladysmith

STAFF REPORT

To: Ruth Malli, City Manager
From: Felicity Adams, Manager of Development Services
Date: November 12, 2009
File No:

Re: **HERITAGE GRANT – HISTORIC PLACES INITIATIVE CONTRACT FOR 2009/10**

RECOMMENDATION(S):

1. That
 - a) Council receives the grant for the Historic Places Initiative Contract for 2009/10 in the amount of \$5,000 and that a letter of thanks for the grant be forwarded to the BC Ministry of Tourism, Culture and the Arts.
 - 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.
2. That Council waive the purchasing policy for the Historic Places Initiative Contract 2009/10 to permit the contract to be awarded to heritage consultant Christine Meuntzner who has previously prepared statements of significance for the Town.
3. That Council direct staff to include a “values statement for the west-side First Avenue streetscape from High Street to Roberts Street” within the 5 community heritage register records to be created as part of the Historic Places Initiative Contract 2009/10, and to request the HRAC to make building recommendations.

PURPOSE:

The purpose of this report is to present a heritage grant in the amount of \$5000 and to seek Council’s direction to pursue this opportunity.

INTRODUCTION/BACKGROUND:

Council has previously supported a request from the Heritage Revitalization Advisory Commission to pursue a \$20,000 grant opportunity from the Province for a Community Heritage Register/Statement of Significance project. In July 2009, Council made the following resolution in response to that request.

It was moved, seconded and carried that staff be directed to submit a grant proposal to the BC Heritage Branch for funding for the Heritage Revitalization Advisory Commission “Community Heritage Register/Statement of Significance” project, and if it is funded, that Council remove one of the five projects from the Development Services list of the top 25 strategic priorities.

Following submission of the grant proposal, Staff was advised that this funding is currently not available, but that a smaller grant of \$5000 may be available to prepare 3 to 5 community heritage register records and a context statement for the west-side of First Avenue from High Street to Roberts Street. The award letter and contract from Province has been received and is attached to this report.

SCOPE OF WORK:

The Historic Places Initiative Contract 2009/10 would permit the creation of no less than 5 community heritage register records in a format satisfactory to the Heritage Branch, as outlined in Schedule A of the contract. The Town's community Heritage Register currently includes the Traveller's Hotel, Aggie Hall and St. John's Anglican Church.

A consultant would prepare the majority of information for the records. Staff would administer the contract, provide background information, review the material and complete the municipality's section of the record. The timeline for the project is November 27, 2009 to February 28, 2010. Staff has requested that the end date be changed to March 15, 2010.

ALTERNATIVES:

That Council not accept the grant.

FINANCIAL IMPLICATIONS:

The \$5000 grant would cover the cost of consultant services.

LEGAL IMPLICATIONS:

N/A

CITIZEN/PUBLIC RELATIONS IMPLICATIONS:

The HRAC made the following recommendations at its meeting held October 15, 2009. In addition, the HRAC will be asked at its meeting of November 16, 2009 to prioritize the buildings for the creation of community heritage records (statements of significance) as part of this project.

It was moved, seconded and carried that the Heritage Revitalization Advisory Commission supports pursuing the \$5,000 BC Heritage Branch grant if it becomes available.

It was moved, seconded and carried that the Heritage Revitalization Advisory Commission requests that Council waive the purchasing policy to hire Christine Meuntzner to undertake the project.

INTERDEPARTMENTAL INVOLVEMENT/IMPLICATIONS:

The proposed HRAC project would involve staff of the Development Services (consultant management, SOS completion), Engineering Division (mapping) and Corporate Services Division (grant administration and communications).

RESOURCE IMPLICATIONS:

As this project has been reduced to a smaller scale, it can be completed within available staff resources of the Development Services Department. The Planning Technician would be undertaking this work.

ALIGNMENT WITH STRATEGIC PRIORITIES:

The *Heritage Strategic Plan*, supported by Council in March 2008 and to be implemented subject to budget, includes as an action:

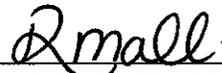
- Continue to prepare Statements of Significant as per the Canadian Register of Historic Places – complete 5 additional sites from the Ladysmith Heritage Register over five years.

The proposed project is not one of Council's 25 strategic priorities.

SUMMARY:

A grant has been offered by the Province in the amount of \$5000 to assist the Town undertake an action contained within the Heritage Strategic Plan.

I concur with the recommendation.



Ruth Malli, City Manager

ATTACHMENTS:

Award letter and Historic Places Initiative Contract for 2009/10.



BRITISH
COLUMBIA

The Best Place on Earth

November 12, 2009

Ms. Felicity Adams
Manager of Development Services
Town of Ladysmith
PO Box 220
Ladysmith BC V9G 1A2

Dear Ms. Adams:

Re: C10-HPC 06 Historic Places Initiative Contract for 2009/10

The Federal Department of Canadian Heritage and the Parks Canada Agency, together with the Province of B.C., are pleased to invest **\$5,000** in a contract with the **Town of Ladysmith**. These funds, as well as cash, staff time, or other in-kind contribution provided by the local government, are to be used to create a community heritage register to the documentation standards of both the Canadian Register of Historic Places and B.C. Register of Historic Places. Through the project supported by this contract, your community will be making a significant contribution to the continued development of the Historic Places Initiative in British Columbia.

I have enclosed three copies of the contract for signing. Please sign and **return all three copies** to this office. Once we have signed on behalf of the Province we will return one of the signed originals to you. Please note that the minimum number of records specified in the contract must be completed in order to release the final payment.

Through the efforts of all those involved in the past years, BC is well represented on the Canadian Register of Historic Places. The quality of records prepared by the local government is key to ensuring the value and integrity of the community, provincial and national registers. Experience with the previous register projects indicates the following factors contribute to the production of high quality records:

- effective project direction by the local government's contract officer
- the selection of knowledgeable employees/consultants to prepare the register records
- a good working relationship between the local government's contract officer and the local government's Information Technology unit

Ministry of Tourism,
Culture and the Arts

Heritage Branch

Mailing Address:
PO Box 9818 Stn Prov Govt
Victoria BC V8W 9W3

Location:
800 Johnson Street

25 Phone: 250 356-1432
Fax: 250 356-7796

www.tsa.gov.bc.ca/heritage

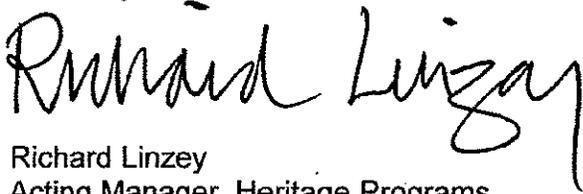
Page 2

- the amount and quality of existing historical research on file for the community's historic places
- local government's capability to provide essential descriptive information (e.g. latitude and longitude, bylaw number) to facilitate the completion of register records
- effective mechanisms to ensure community input/validation of draft register records, particularly review of the Statements of Significance.

Attention to these factors will ensure that this year's projects continue to build upon the good work completed in previous years.

The Heritage Branch looks forward to working with your community on this project. If you have any questions, please do not hesitate to contact Pamela Copley, Heritage Planner, at (250) 387-0119.

Sincerely,

A handwritten signature in black ink that reads "Richard Linzey". The signature is written in a cursive, flowing style.

Richard Linzey
Acting Manager, Heritage Programs
Heritage Branch

Enclosures

TERMS OF GENERAL SERVICE AGREEMENT

CONTRACTOR'S OBLIGATIONS

1. You must provide the services described in Schedule A (the "Services") in accordance with this Agreement. You must provide the Services during the term described in Schedule A (the "Term"), regardless of the date of execution or delivery of this Agreement.
2. Unless the parties otherwise agree in writing, you must supply and pay for all labour, materials, facilities, approvals and licenses necessary or advisable to perform your obligations under this Agreement, including the license under section 14.
3. Unless otherwise specified in this Agreement, you must perform the Services to a standard of care, skill, and diligence maintained by persons providing, on a commercial basis, services similar to the Services.
4. You must ensure that all persons you employ or retain to perform the Services are competent to perform them and are properly trained, instructed and supervised.
5. We may from time to time give you reasonable instructions (in writing or otherwise) as to the performance of the Services. You must comply with those instructions but, unless otherwise specified in this Agreement, you may determine the manner in which the instructions are carried out.
6. You must, upon our request, fully inform us of all work done by you or a subcontractor in connection with providing the Services.
7. You must maintain time records and books of account, invoices, receipts, and vouchers of all expenses incurred in relation to this Agreement, in form and content and for a period satisfactory to us.
8. You must permit us at all reasonable times to inspect and copy all accounting records, findings, software, data, specifications, drawings, reports, documents and other material, whether complete or not, that, as a result of this Agreement, are
 - (a) produced by you or a subcontractor (the "Produced Material", which includes any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by you or a subcontractor (the "Incorporated Material")), or
 - (b) received by you or a subcontractor from us or any other person (the "Received Material").

In this Agreement, the Produced Material and the Received Material is collectively referred to as the "Material".

9. You must treat as confidential all information in the Material and all other information accessed or obtained by you or a subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure without our prior written consent except
 - (a) as required to perform your obligations under this Agreement or to comply with applicable law,
 - (b) if it is information that is generally known to the public other than as result of a breach of this Agreement, or
 - (c) if it is information in any Incorporated Material.
10. You must
 - (a) make reasonable security arrangements to protect the Material from unauthorized access, collection, use, disclosure or disposal, and
 - (b) comply with the Security Schedule, if attached as Schedule G.
11. If you receive a request for access to any of the Material from a person other than us, and this Agreement does not require or

authorize you to provide that access, you must advise the person to make the request to us.

12. We exclusively own all property rights in the Material which are not intellectual property rights. You must deliver any Material to us immediately upon our request.
13. We exclusively own all intellectual property rights, including copyright, in
 - (a) Received Material that you receive from us, and
 - (b) Produced Material, other than any Incorporated Material.

Upon our request, you must deliver to us documents satisfactory to us waiving in our favour any moral rights which you (or your employees) or a subcontractor (or its employees) may have in the Produced Material, and confirming the vesting in us of the copyright in the Produced Material, other than any Incorporated Material.

14. Upon any Incorporated Material being embedded or incorporated in the Produced Material, you grant us a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to use, reproduce, modify and distribute that Incorporated Material to the extent it remains embedded or incorporated in the Produced Material.
15. You must comply with the Privacy Protection Schedule, if attached as Schedule E.
16. You must maintain and pay for insurance on the terms, including form, amounts, and deductibles, outlined in Schedule D, if attached, as those terms may be modified from time to time in accordance with our directions.
17. You must apply for and, immediately on receipt, remit to us any available refund, rebate or remission of federal or provincial tax or duty that we have paid you for or agreed to pay you for under this Agreement.
18. You must comply with all applicable laws.
19. You must indemnify and save harmless us and our employees and agents from any losses, claims, damages, actions, causes of action, costs and expenses that we or any of our employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, which are based upon, arise out of or occur, directly or indirectly, by reason of, any act or omission by you or by any of your agents, employees, officers, directors, or subcontractors in providing the Services.
20. You must not assign any of your rights under this Agreement without our prior written consent.
21. You must not subcontract any of your obligations under this Agreement without our prior written consent other than to persons listed in Schedule C, if that Schedule is attached. No subcontract, whether consented to or not, relieves you from any obligations under this Agreement. You must ensure that any subcontractor you retain fully complies with this Agreement in performing the subcontracted obligations.
22. You must not provide any services to any person in circumstances which, in our reasonable opinion, could give rise to a conflict of interest between your duties to that person and your duties to us under this Agreement.
23. You must not do anything that would result in personnel hired by you or a subcontractor being considered our employees.
24. You must not commit or purport to commit us to pay any money unless specifically authorized by this Agreement.

PAYMENT

25. If you comply with this Agreement, we must pay you
- the fees described in Schedule B, and
 - the expenses, if any, described in Schedule B if they are supported, where applicable, by proper receipts and, in our opinion, are necessarily incurred by you in providing the Services.

We are not obliged to pay you more than the "Maximum Amount" specified in Schedule B on account of fees and expenses.

26. In order to obtain payment of any fees and expenses under this Agreement, you must submit to us a written statement of account in a form satisfactory to us upon completion of the Services or at other times described in Schedule B.
27. We may withhold from any payment due to you an amount sufficient to indemnify us against any liens or other third party claims that have arisen or could arise in connection with the provision of the Services.
28. Our obligation to pay money to you is subject to the *Financial Administration Act*, which makes that obligation subject to an appropriation being available in the fiscal year of the Province during which payment becomes due.
29. Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.
30. We certify to you that the Services purchased under this Agreement are for our use and are being purchased by us with Crown funds and are therefore not subject to the Goods and Services Tax.
31. If you are not a resident in Canada, we may be required by law to withhold income tax from the fees described in Schedule B and then to remit that tax to the Receiver General of Canada on your behalf.

TERMINATION

32. We may terminate this Agreement
- for your failure to comply with this Agreement, immediately on giving written notice of termination to you, and
 - for any other reason, on giving at least 10 days' written notice of termination to you.

If we terminate this Agreement under paragraph (b), we must pay you that portion of the fees and expenses described in Schedule B which equals the portion of the Services that was completed to our satisfaction before termination. That payment discharges us from all liability to you under this Agreement.

33. If you fail to comply with this Agreement, we may terminate it and pursue other remedies as well.

GENERAL

34. You are an independent contractor and not our employee, agent, or partner.
35. If you are a corporation, you represent and warrant to us that you have authorized the signatory or signatories who have signed this Agreement on your behalf to enter into and execute this Agreement on your behalf without affixing your common seal.
36. We must make available to you all information in our possession which we consider pertinent to your performance of the Services.

37. This Agreement is governed by and is to be construed in accordance with the laws of British Columbia.
38. Time is of the essence in this Agreement.
39. Any notice contemplated by this Agreement, to be effective, must be in writing and either
- sent by fax to the addressee's fax number specified in this Agreement,
 - delivered by hand to the addressee's address specified in this Agreement, or
 - mailed by prepaid registered mail to the addressee's address specified in this Agreement.

Any notice mailed in accordance with paragraph (c) is deemed to be received 96 hours after mailing. Either of the parties may give notice to the other of a substitute address or fax number from time to time.

40. A waiver of any term of this Agreement or of any breach by you of this Agreement is effective only if it is in writing and signed by us and is not a waiver of any other term or any other breach.
41. No modification of this Agreement is effective unless it is in writing and signed by the parties.
42. This Agreement and any modification of it constitute the entire agreement between the parties as to performance of the Services.
43. All disputes arising out of or in connection with this Agreement or in respect of any defined legal relationship associated with it or derived from it must, unless the parties otherwise agree, be referred to and finally resolved by arbitration under the Commercial Arbitration Act.
44. Sections 6 to 15, 17, 19, 27, 28, 31 to 33 and 43 continue in force indefinitely, even after this Agreement ends.
45. The schedules to this Agreement are part of this Agreement.
46. If there is a conflict between a provision in a schedule to this Agreement and any other provision of this Agreement, the provision in the schedule is inoperative to the extent of the conflict unless it states that it operates despite a conflicting provision of this Agreement.
47. This Agreement does not operate as a permit, license, approval or other statutory authority which you may be required to obtain from the Province or any of its agencies in order to provide the Services. Nothing in this Agreement is to be construed as interfering with the exercise by the Province or its agencies of any statutory power or duty.
48. The Agreement may be entered into by each party signing a separate copy of this Agreement (including a photocopy or faxed copy) and delivering it to the other party by fax.
49. In this Agreement,
- "includes" and "including" are not intended to be limiting,
 - unless the context otherwise requires, references to sections by number are to sections of this Agreement,
 - "we", "us", and "our" refer to the Province alone and not to the combination of the Contractor and the Province which is referred to as "the parties", and
 - "attached" means attached to this Agreement when used in relation to a schedule.
50. If Schedule F is attached, the additional terms set out in that schedule apply to this Agreement.

Schedule "A" – Services
Service Contract C10-HPC 06
Town of Ladysmith

In accordance with the policies and procedures approved by the Province, the Contractor will perform the following services:

1. Create documentation for community heritage register properties to meet the documentation standards for inclusion on the BC Register of Historic Places (BCRHP) and nomination to the Canadian Register of Historic Places (CRHP).
2. Undertake research and documentation on properties to be added to the community heritage register (Section 954, *Local Government Act*) consistent with the new documentation standards for the BCRHP and CRHP.
3. Undertake such consultation and notice as required by the *Local Government Act*, (Sections 954 and 977) or *Heritage Conservation Act* (Sections 3 and 37) and such related activities as the community deems appropriate to ensure that property owners and the community are involved in the development of the community heritage register.
4. Convert or create no less than 5 community heritage register records in a format satisfactory to the Heritage Branch and transfer those records in electronic and paper format to the Branch.
5. Attend such training workshops as may be scheduled by the Heritage Branch, the Department of Canadian Heritage or the Parks Canada Agency, on documentation standards or other subjects related to the development of community heritage registers, BCRHP or CRHP.

THE PROVINCE AND THE CONTRACTOR AGREE TO THE TERMS OF THIS SERVICE CONTRACT AND IN PAGE 1 OF 4, SCHEDULES, AS OUTLINED ABOVE.

Contract Officer Initials	Contractor Initials
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Schedule "B" – Fees and Expenses

Service Contract C10-HPC 06

Town of Ladysmith

Subject to the satisfactory performance of Services, as described in Schedule "A" of this Agreement, the Province will pay the Contractor an amount up to, but not exceeding **\$5,000**, as follows:

- a) At the mid-point of the project provide draft copies of the register records.

- b) Fees will be payable to the Contractor upon receipt of a final report. This report is to be received no later than **February 28, 2009**, addressing all aspects of the project, incorporating at least **5** updated/new community heritage register records and photographs consistent with the new documentation standards for the BCRHP and CRHP (in both paper and electronic format), accompanied by:
 - (i) a copy of the council resolution adopting the register records;
 - (ii) an invoice for the outstanding balance of the contract with an attached listing of all fees and expenses incurred in completing the project, up to the allowable maximum value under the contract; and
 - (iii) a listing of all expenditures or donations in kind contributed by the local government towards the project.

In no event will the amount payable to the Contractor in accordance with this Schedule exceed **\$5,000**.

THE PROVINCE AND THE CONTRACTOR AGREE TO THE TERMS OF THIS SERVICE CONTRACT AND IN PAGE 2 OF 4, SCHEDULES, AS OUTLINED ABOVE.

Contract Officer Initials	Contractor Initials

Schedule "C" – Approved Subcontractor(s)
Service Contract C10-HPC 06
Town of Ladysmith

Approved subcontractors are those individuals who attended a workshop on "Writing Statements of Significance" and/or have proven experience in the development of community heritage records using the documentation standards for the British Columbia Register of Historic Places and Canadian Register of Historic Places.

THE PROVINCE AND THE CONTRACTOR AGREE TO THE TERMS OF THIS SERVICE CONTRACT AND IN PAGE 3 OF 4, SCHEDULES, AS OUTLINED ABOVE.

Contract Officer Initials	Contractor Initials
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Schedule "F" – Additional Terms

**Service Contract C10-HPC 06
Town of Ladysmith**

1. The copyright in all documents created by the Contractor, as a result of this agreement, (the "Documents"), will belong exclusively to the Contractor.
2. The Contractor hereby grants a licence to the Province to make copies of any of the Documents, for any purpose, for the term of the copyright.
3. Despite section 44, paragraphs 1 and 2 above continue in force indefinitely, even after this agreement ends.

THE PROVINCE AND THE CONTRACTOR AGREE TO THE TERMS OF THIS SERVICE CONTRACT AND IN PAGE 4 OF 4, SCHEDULES, AS OUTLINED ABOVE.

Contract Officer Initials	Contractor Initials
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Ladysmith Fire / Rescue

P.O. Box 760 Ladysmith, B.C. V9G 1A5
Phone: 250-245-6436 • Fax: 250-245-0917



FIRE CHIEF'S REPORT

MONTH: **October**, 2009

TYPE OF CALL OUT	J	F	M	A	M	J	J	A	S	O	N	D	YEAR'S TOTALS
Alarms Activated: Pulled Station		1								1			2
By mistake	1			1			1			2			5
Electrical problem		3	2	1	1		1	1	3				12
Due to cooking			2	1		1		1	1				6
Assistance						1		1					2
Burning Complaint			1	4	2	1	4		1				13
Fire: Structure	2	1	1	1	1				1	1			8
Chimney	1	1	1										3
Interface / Bush		1		1	2	1	1		1	2			9
Vehicle	1					1							2
Other	1		1	3		3		3	1				12
Hazardous Materials								1		1			2
Hydro Lines: Down / Fire	1	1											2
Medical Aid	3	1	1	1	1	1	2		4	2			16
Mutual Aid	1				2		2						5
MVI	2	4	5	2	3	2	5	1	4	3			31
Rescue													
MONTH TOTALS (not incl. Practises)	13	13	14	15	12	11	16	8	16	12			130
Practises (Totals for each Month)	4	4	5	4	4	5	4	4	5	4			43

ALARMS ACTIVATED (location/owner):

- 413 Parkhill Terrace – steam from bathroom
- 810-6th Ave – FJCC small child pulled alarm by doorway
- JB's Ladysmith Auto Supply – 26 High Street sensor problem.

COMPARISONS:

Year to Date / 09 130 (excl. practises)
 Year to Date / 08 165 (excl. practises)
 Year to Date / 07 137 (excl. practises)

APPROVED:


 Fire Chief

**TOWN OF LADYSMITH
BUILDING PERMIT
SUMMARY REPORT
MONTH: OCTOBER 2009**

Commercial	Industrial	Institutional	(New) Residential	# Dwelling Units	Residential Addds / Renos	Permits This Month	Permits For Year To Date	Bldg & Pldg Permit Fees This Month	Permit Values This Month	Permit Values This Year
\$ -	\$ -	\$ -	\$ 590,000	5	\$ 79,000	14	116	\$ 6,236	\$ 749,000	\$ 9,950,569

SUMMARY - YEAR TO DATE

JAN	\$ -	0	\$ -	0	\$ 516,000	4	4	\$ 28,000	1	5	5	\$ 4,546	\$ 544,000	\$ 544,000
FEB	\$ -	0	\$ -	0	\$ 105,000	1	3	\$ 36,000	3	7	12	\$ 2,982	\$ 424,000	\$ 968,000
MAR	\$ 330,000	1	\$ -	0	\$ -	0	0	\$ 44,000	3	7	19	\$ 2,440.75	\$ 374,000	\$ 1,342,000
APR	\$ 1,200,000	1	\$ -	0	\$ 415,000	3	3	\$ 51,590	8	12	31	\$ 12,295	\$ 1,525,670	\$ 2,867,670
MAY	\$ -	0	\$ -	0	\$ 251,000	2	2	\$ 25,600	6	15	46	\$ 2,607	\$ 276,600	\$ 3,144,270
JUN	\$ -	0	\$ -	0	\$ 598,149	4	4	\$ 72,650	8	13	59	\$ 5,703	\$ 690,799	\$ 3,835,069
JUL	\$ -	2	\$ 2,960,000	1	\$ 884,000	5	5	\$ 78,100	7	16	75	\$ 22,039	\$ 3,927,100	\$ 7,762,169
AUG	\$ -	0	\$ -	0	\$ 605,000	5	5	\$ 115,400	9	19	94	\$ 6,504	\$ 720,400	\$ 8,482,569
SEP	\$ -	0	\$ -	0	\$ 693,000	5	5	\$ 26,000	3	8	102	\$ 5,168	\$ 719,000	\$ 9,201,569
OCT	\$ 50,000	1	\$ -	0	\$ 590,000	5	5	\$ 79,000	7	14	116	\$ 6,236	\$ 749,000	\$ 9,950,569
NOV														
DEC														
TOTAL	\$ 1,580,000	5	\$ 2,960,000	1	\$ 4,835,149	36	36	\$ 556,340	55	116		\$ 70,521	\$ 9,950,569	

of Demolitions for month = 1 , for YTD = 6

DWELLING UNITS / VALUE

YEAR TO DATE / 09	36	\$ 4,835,149
YEAR TO DATE / 08	71	\$ 7,898,613
YEAR TO DATE / 07	63	\$ 9,275,534

COMPARISONS

PERMITS ISSUED / VALUE

YEAR TO DATE / 09	116	\$ 9,950,569
YEAR TO DATE / 08	130	\$ 12,107,611
YEAR TO DATE / 07	129	\$ 14,526,653


BUILDING INSPECTOR

COASTAL ANIMAL CONTROL SERVICES OF BC LTD

2202 Herd Rd. Duncan, BC. V9L 6A6

(250) 748-3395

TOWN OF LADYSMITH POUND REPORT

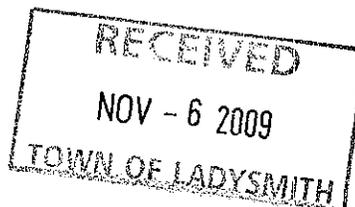
October, 2009

RECEIVED
NOV 14 2009

Disposition of Impounded Dogs	Current Month	2009 Totals	
Stray dogs impounded	1	7	
Stray dogs claimed	0	5	
Stray dogs put up for adoption	0	0	
Stray dogs euthanized	0	0	
Stray livestock / cats	0	0	
Calls Received and Investigated	7	68	
Aggressive dogs	2	8	
Dogs at large	5	39	
Noise (barking) complaints	1	16	
Other non specific dog related calls	0	5	
Wildlife / livestock / cats	0	0	
Monthly Pound and Board Fees Collected	\$0.00	\$650.00	
Impound fees	\$0.00	\$550.00	
Daily board fees	\$0.00	\$100.00	
Tickets issued	0	3	
Unlicenced dog	\$0	\$0	
Dog at large	\$0	\$200.00	
Dangerous dog at large	\$0	\$0	
Habitually noisy	\$0	\$100.00	
Licencing Statistics	Tags	1	874
	Revenue	\$30.00	\$20470.00

Trevor Hughes

November 4, 2009



His Worship Mayor Robert R. Hutchins
and Members of Council
Town of Ladysmith
PO Box 220 Stn Main
Ladysmith, BC V9G 1A2

Dear Mayor Hutchins and Councillors:

On behalf of the Province of British Columbia (Province), I am pleased to advise you that your application under the *Local Government Grants Act* for an infrastructure planning grant has been approved for the following project:

Grant Description	Amount
Environmental Impact Study	\$10,000

Details of the terms and conditions attached to this grant will be dealt with in an agreement which will be forwarded to you by Ministry of Community and Rural Development (Ministry) staff as soon as possible. This agreement must be signed and returned to the Ministry, indicating your acceptance of the terms and conditions.

The Province welcomes the opportunity to support planning in the Town of Ladysmith. We believe that early planning is the best way to ensure that the environmental and health needs of your community will continue to be met in the years ahead.

.../2

His Worship Mayor Robert R. Hutchins
and Members of Council
Page 2

Through your planning efforts, the Province encourages you to find ways to use new technology to promote environmental excellence and sustainable economic development.

Congratulations on your successful application and my best wishes with your infrastructure study.

Sincerely,

A handwritten signature in black ink, appearing to read "Bill Bennett", with a long horizontal line extending to the right from the end of the signature.

Bill Bennett
Minister

pc: Lori Campbell
Financial Operations

TOWN OF LADYSMITH

BYLAW NO. 1670

A bylaw to amend the water service rates imposed on owners of land in the Town of Ladysmith

WHEREAS pursuant to the *Community Charter*, the Municipal Council may, by bylaw, regulate, prohibit and impose requirements in relation to municipal services;

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

- (1) Schedule "A" of "Waterworks Regulations Bylaw 1999, No. 1298" is hereby replaced with the attached Schedule "A".
- (2) The provisions of this bylaw shall become effective and in force as of the 1st day of January, 2010.
- (3) This bylaw may be cited for all purposes as "Waterworks Regulation Bylaw 1999, No.1298, Amendment Bylaw 2009, No. 1670".

READ A FIRST TIME on the	19th	day of	October,	2009
READ A SECOND TIME on the	19 th	day of	October,	2009
AMENDED AT SECOND READING on the	19 th	day of	October,	2009
READ A THIRD TIME on the	19 th	day of	October,	2009
ADOPTED on the		day of		2009

Mayor (R. Hutchins)

Director of Corporate Services (S. Bowden)

TOWN OF LADYSMITH

"Waterworks Regulations Bylaw 1999, No. 1298, Amendment Bylaw 2009, No. 1670"

SCHEDULE OF RATES

<p>1. <u>Metered Service (Quarterly)</u></p>	<p>\$21.00 base rate per quarter \$0.50/m³ for next 26 m³ to 50 m³ \$0.60/m³ for next 51 m³ to 75 m³ \$0.75/m³ for next 76 m³ to 100 m³ \$1.00/m³ for next 101 m³ to 125 m³ \$1.35/m³ for >126 m³</p>
<p>2. <u>Non-Metered Service (Quarterly)</u></p>	<p>\$39.00 flat rate, per unit, per quarter</p>
<p>3. <u>Service Connection Rates</u></p> <p>.1 Where a service connection has not been previously provided to a parcel but where the Public Waterworks System fronts or abuts the parcel:</p> <p>(a) 19 mm (3/4") service connection including meter, meter box, meter setter, check valves, shut-off valves and any other related appurtenances</p> <p>(b) larger than 19 mm (3/4") shall be at cost but not less than ..</p> <p>.2 Where a service connection has been previously provided to a parcel:</p> <p>(a) and that service connection includes a meter, meter box, meter setter, check valves, shut-off valves and any other related appurtenances and is the requested size</p> <p>(b) any upgrading of that service in size including installation of a water meter, meter box, meter setter, check valves, shut-off valves and any other related appurtenances shall be at cost, but not less than</p>	<p>\$2,400.00</p> <p>\$2,400.00</p> <p>\$ 100.00</p> <p>\$2,400.00</p>