



# 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, DECEMBER 21, 2009  
at 7:00 p.m.

## AGENDA

	<u>Page</u>
<b>CALL TO ORDER</b>	
<b>1. AGENDA APPROVAL</b>	
<b>2. PUBLIC HEARING</b> None.	
<b>3. BYLAWS (OCP / ZONING)</b> None.	
<b>4. MINUTES</b> Adoption of following minutes:	
• December 7, 2009	<b>1 - 11</b>
• December 15, 2009	<b>12</b>
<b>5. DELEGATION</b>	
5.1 <u>Community Gardens Task Group</u>	<b>13 - 26</b>
<b>6. PROCLAMATIONS</b> None	
<b>7. DEVELOPMENT PERMITS / DEVELOPMENT VARIANCE PERMITS</b> None.	
<b>8. STAFF / ADVISORY COMMITTEE REPORTS</b>	
8.1 <u>Snow Angels Nomination-Based Community Awards Program</u>	<b>27 - 29</b>
8.2 <u>Chamber of Commerce Visitor Information Centre Lease</u>	<b>30 - 34</b>
8.3 <u>Burning of Landclearing Debris in Air Curtain or Trench Burner</u>	<b>35 - 40</b>
8.4 <u>Protective Services Committee Recommendation</u>	<b>41</b>
8.5 <u>Environment Commission Recommendations</u>	<b>42</b>
8.6 <u>Fire Chief's Report - November, 2009</u>	<b>43</b>
8.7 <u>Building Inspector's Report - November, 2009</u>	<b>44</b>

- 9. CORRESPONDENCE** **Page**
- 9.1 T. Hughes, Coastal Animal Control Services of BC Ltd.  
Re: November 2009, Pound Report **45**
- Staff Recommendation:  
That the November, 2009 Pound Report be received.
- 9.2 B. Macdonald, Executive Director – Recycling Council of British Columbia **46-48**
- Staff Recommendation:  
That Council consider if it wishes to participate in the Recycling Council of BC for an annual membership fee of \$175.
- 10. BYLAWS**  
None.
- 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 consider that disclosure could reasonably be expected to harm the interests of the municipality;
  - 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;
- 15. RISE AND REPORT**

**ADJOURNMENT**



## Town of Ladysmith

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

### **COUNCIL MEMBERS PRESENT:**

Mayor Rob Hutchins (Chair)	Steve Arnett
Scott Bastian	Jillian Dashwood
Lori Evans	Duck Paterson
Bruce Whittington	

### **STAFF PRESENT:**

Ruth Malli	Sandy Bowden
Felicity Adams	Rebecca Kalina

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Mayor Hutchins called the meeting to order at 5:48 p.m.

### **EXECUTIVE SESSION**

2009-583

It was moved, seconded and carried that this meeting retire into Executive Session (6:48 p.m.) pursuant to Section 90(1) of the Community Charter 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;
- (Late Item) labour relations or other employee relations;

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

### **RISE AND REPORT**

2009-584

It was moved, seconded and carried that the Executive Session of Council rise without report.

### **AGENDA APPROVAL**

The Mayor requested Council's consideration of the following additions to the agenda:

- 12.8 Purchase of Back Up Trolley
- 16.1 Climate Change Resolution

2009-585

It was moved, seconded and carried that the agenda for the Regular Council meeting for Monday, December 7, 2009 be approved as amended.

### **MINUTES**

2009-586

It was moved, seconded and carried that the Council minutes of November 16, 2009 be approved as circulated.

### **PUBLIC HEARINGS**

Councillor J. Dashwood vacated Council Chambers at 7:02. p.m. due to a potential conflict of interest with the following item:

PUBLIC HEARING - Bylaw 1700 and Bylaw 1701

APPLICANT AGENT

Holland Creek Holdings – Luke Kolk

PUBLIC ATTENDANCE: 22

A Public Hearing for Bylaw 1700 and Bylaw 1701 was held in Council Chambers at City Hall, 410 Esplanade, Ladysmith, B.C. on Monday, December 7, 2009 at 7:02 p.m.

Mayor Hutchins welcomed the public and noted that the public input portion of the hearing would take place in two parts - Part 1 would entertain questions clarifying the project or

bylaw and Part 2 would afford attendees an opportunity to provide comments to council on the proposed development.

Felicity Adams, Director of Development Services, provided an overview of the application submitted by Holland Creek Holdings – Luke Kolk for Lot 1, DL 43, Oyster District, Plan 32981. She noted that the property is located at 315 Holland Creek Place and that the purpose of Bylaw 1700 is to amend the Official Community Plan by placing the 'Multi-Family Residential' land use designation and 'Development Permit Area 4 – DPA4' on the subject property, and to amend the Holland Creek Area Plan by placing 'Multi-Family' on the buildable area of the subject property. The purpose of Bylaw 1701 is to amend the Zoning Bylaw by adding a new zone 'Low Density Residential (R-3-B)' and place 'Low Density Residential (R-3-B)' on the subject property to permit 13 residential units on the site. Ms. Adams further explained that a land use covenant to protect the steep bank area and maintain the bank in its natural state is to be registered on the title of the subject property. In addition, the covenant will require the preparation of an erosion and sediment control plan, maintain or reduce pre-development site runoff levels, minimize light trespass and to install permeable surfaces, install energy efficient fixtures and appliances, drought tolerant landscaping and irrigation supplemented with rainwater collection, construct a walkway from the site to Dogwood Drive, and contribute to the Town's amenity fund.

Ms. Adams advised that the Public Hearing notice was published in the Chronicle newspaper on November 24, 2009 and December 1, 2009 and posted on community notice boards throughout the Town and on the Town's website. Notices were also mailed and delivered to neighbouring property owners and a copy was made available at the front counter at City Hall for the two week notice period. She stated that a neighbourhood information meeting was held on November 5, 2009 which was advertised in the Chronicle newspaper and that there were no written submissions and four telephone or in-person enquiries received at City Hall in connection with this Public Hearing. The applicant provided a report from the meeting which, in summary, stated:

- Of the 15 people who attended the meeting most were from the Holland Creek Place cul de sac. Residents from neighbouring subdivisions were also present.
- Comment sheets were available and two forms in support of the development as presented were provided as part of the applicant's submission.
- Questions and concerns addressed at the meeting focused on traffic impact and safety, location of the proposed homes and impact on neighbours, landscaping, slope stability, servicing, tree retention, and trail access.

Ms. Adams further noted that in addition to the covenant terms already discussed with Council, the applicant has agreed to further address landscaping design issues identified at the neighbourhood meeting.

Ms. Adams noted that the application was referred to the Stz'uminus First Nation, the Advisory Planning Commission and the Advisory Design Panel.

- The proposed covenant concerning the embankment must be implemented and registered on title prior to development, and
- Any archaeological resources identified during excavation or other works must be immediately reported to SFN and that SFN reserves all management rights and determination concerning any resource discoveries.

Ms. Adams advised that staff provided the applicant with information from the Provincial Archaeology Branch that the property has been identified as within an area containing significant potential to contain an archaeological site protected under the Heritage Conservation Act. Provincial regulations require that the proponent hire a qualified consulting archaeologist to determine if an archaeology impact assessment is warranted.

Ms. Adams reported that the Advisory Planning Commission made the following recommendation to Council at its meeting held September 9, 2009:

It was moved, seconded and carried that the Advisory Planning Commission recommends support for a new zone for the establishment of a strata development at 315 Holland Creek

Place to permit a maximum of 13 residential units, subject to the following conditions:

- Protection of the embankment area in its natural state;
- Commitment to the 'Build Green Practices' listed on PR3 which is page three of the submitted plans;
- That all residents of Holland Creek Place be notified of the proposed rezoning; and
- That all stormwater be managed onsite such that no drainage is permitted into Holland Creek.

Ms. Adams informed Council that the Advisory Design Panel considered the application at its meeting held October 13, 2009 and made the following recommendation to Council:

It was moved, seconded and carried that the Advisory Design Panel advises Council that it supports the Official Community Plan and Zoning Bylaw Amendment application (3360-09-03), Holland Creek Holdings for a density of 13 units and support the site plan by Delinea designs, dated August 28, 2009.

Mayor Hutchins introduced Will Melville from Delinea Design who represented Luke Kolk of Holland Creek Holdings at the meeting.

Mayor Hutchins called for questions a first time.

K. Burrows – 318 Holland Creek Place – Expressed concerns about the width of the street in front of the development and parking by the residents.

W. Melville – Delinea Design – Explained that the road in the development will be a private road and that it will be seven to seven and one-half metres wide. Residents can park two cars, one in the garage and one on the parking pad in front of the garage. There will be nodes within the development which will accommodate visitor parking.

J. Paterson – 4th Avenue Extension – Expressed concerns about parking for boats/motor homes and recreational vehicles and requested clarification of visitor parking.

W. Melville – Delinea Design – Explained that there will be three stalls for visitor parking and a turn around area for emergency vehicle access for the site.

J. Paterson – 4th Avenue Extension – Inquired about what is planned for the other lands in the area around this development.

Mayor Hutchins – Stated that three quarters of the hill is dedicated park land and that there is a section of cleared land, approximately 250 acres, which was zoned suburban residential approximately 30 years ago.

G. Dovey – Holland Creek Pl. – Questioned if plans have been presented for Unit D.

W. Melville – Delinea Design – Noted that plans have not been prepared for Unit D however due to the grade of the lot he advised that Unit D will likely have a main level with a partial upper level.

E. Dovey – Holland Creek Pl. – Inquired how the covenant is connected to the bank and slope area and if an arborist will assess the trees on the site.

F. Adams - Director of Development Services – Explained that a covenant is a legal document prepared by a lawyer and registered on the title of the land. The bank area will not be altered and, as such, there is no need to inventory or assess the trees.

Mayor Hutchins – Advised that the developer will pay all costs associated with the covenant.

V. Parry – Holland Creek Pl. – Inquired about the difference between the street width and parking on Holland Creek Place now compared to the proposed development.

W. Melville – Delinea Design – Advised that the width of Holland Creek Place is 32 metres and in the new development the road will be 25 to 26 metres.

Mayor Hutchins called for questions a second time.

R. Johnson – Bayview Avenue – Inquired if the green space on the site drawing will extend to the creek.

W. Melville – Delinea Design – Explained that the covenant will cover the bank on the subject property.

R. Johnson – Bayview Avenue – Questioned if the property below the subject site can be developed.

Mayor Hutchins – Explained that the property below is a private lot with a house and Holland Creek Park.

J. Rae – 4th Avenue Ext. – Inquired about the size of the property and the number of single family dwelling units permitted on the site.

W. Melville – Delinea Design – Advised that the property is just over one hectare and that six to seven houses could be built on the site.

J. Paterson – 4th Avenue Extension – Inquired what controls are in place for single family developments.

Mayor Hutchins – Advised that the Town does not regulate form and character for single family developments.

A member of the audience submitted a letter that he received from Luke Kolk which outlined details of the development.

J. Parry – Holland Creek Pl. – Confirmed that strata rules take effect after units are sold.

J. Burrows – 318 Holland Creek Pl. – Requested clarification of the lengths of the driveways.

W. Melville – Delinea Design – Stated they would be 22 feet or longer.

G. Dovey – Holland Creek Pl. – Inquired about the process if single family dwellings were developed on the site.

Mayor Hutchins – Advised that the site is currently zone Suburban Residential and developing single family dwellings would not require a rezoning. Town control over Multi-Family Residential developments is enhanced through covenants.

Mayor Hutchins called for questions a third time.

No further questions were asked.

Mayor Hutchins called for comments a first time.

T. Duffy – Holland Creek Place – Expressed concerns over parking issues especially during winter months and does not want Holland Creek Place to become a through road. He suggested that the development access be from Dogwood Drive.

K. Burrows – Holland Creek Pl. – Expressed concerns over making Holland Creek Place a through road and the heavy traffic flow and negative impact on the value of his home. The property should remain as a single family development and does not support the rezoning to multi-family.

V. Parry – Holland Creek Pl. – Commented that controls that can be put in place with a multi-family development are positive and she is in favour of the development.

J. Burrows – 318 Holland Creek Pl. – Expressed concerns about Holland Creek Place becoming a through street and safety for children and animals. She is worried about the possible decrease in her property value. She is not supportive of development.

D. Walker – Holland Creek Pl. – Expressed concerns over traffic issues and making Holland Creek Place a through road. He is not in favour of the development.

V. Parry – Holland Creek Pl. – Commented that she was told when she bought in 2007 what was in the plan for the proposed development and expressed her support for the development.

E. Dovey – Holland Creek Pl. – Advised that she was aware that an access road would be established at the end of Holland Creek Place. She noted that she is not opposed to a multi-family residential development in this area however would like the developer to consider the establishment of an 11 unit development rather than a 13 unit development to allow for the development of more parking areas on the site.

J. Paterson – 4th Avenue Extension – Stated that he is not in favour of the application.

M. Steele – Holland Creek Place – Commented that she knew that Holland Creek Place would become a through road when she purchased her lot. She likes the ability the Town has to have more control with multi-family residential and placing a covenant on the property. She would like to see the developer consider decreasing the number of units so parking issues can be addressed.

J. Parry – Holland Creek Pl. – Stated that once the development is built the Town's control will cease and the Strata Council will gain control.

Mayor Hutchins – Explained that control at this time means that the Town has input into the form and character of the buildings and the type of construction by placing a covenant on the property.

R. Johnson – Bayview Avenue – Commented that he concurs with maintaining control through a restrictive covenant and supports the development.

Mayor Hutchins called for comments a second time.

Mayor Hutchins called for comments a third time.

No further comments were made.

Mayor Hutchins called for any written submissions.

Four written submissions were received.

Hearing no further comments, Mayor Hutchins declared that the Public Hearing for Bylaw 1700 and Bylaw 1701 was closed, (7:55 p.m.)

#### **BYLAWS (OCP/ZONING)**

2009-587

It was moved, seconded and carried that Official Community Plan Bylaw, 2003, No. 1488, Amendment Bylaw (No. 28), 2009, No. 1700 Zoning Bylaw 1995, No. 1160, Amendment Bylaw (No. 77), 2009, No. 1701 (Application 3360-09-03) be referred to staff to work with the developer on the following possible accommodations :

- RV Parking
- Emergency access to Dogwood Drive
- Reduce units to 11 to accommodate amenity space
- Snow removal and parking for residents in inclement weather
- Restriction of the use of pesticides

2009-588

It was moved, seconded and carried that staff be requested to notify residents of the immediate area when application 3360-09-03 for Official Community Plan Bylaw, 2003, No. 1488, Amendment Bylaw (No. 28), 2009, No. 1700 Zoning Bylaw 1995, No. 1160, Amendment Bylaw (No. 77), 2009, No. 1701 comes back to Council .

Councillor J. Dashwood returned to Council Chambers at 8:13 p.m.

## PROCLAMATIONS

### COUNCIL APPOINTMENTS - 2010

Appointment: Deputy Mayor

Mayor Hutchins appointed Councillor Duck Paterson as Deputy Mayor

Appointment: Parcel Tax Review

Mayor Hutchins appointed Councillors Scott Bastian, Jill Dashwood and Lori Evans to the Parcel Tax Review Panel.

Appointment: CVRD Director

2009-589

It was moved, seconded and carried that Mayor Robert Hutchins be appointed as a Director to the Cowichan Valley Regional District Board.

Appointment: CVRD Alternate Director

2009-590

It was moved, seconded and carried that Councillor Steve Arnett be appointed as an Alternate Director to the Cowichan Valley Regional District Board.

Appointment: Vancouver Island Regional Library Board Director

2009-591

It was moved, seconded and carried that Councillor Bruce Whittington be appointed as a Representative to the Vancouver Island Regional Library Board

2009-592

It was moved, seconded and carried that Councillor Lori Evans be appointed as an Alternate Representative to the Vancouver Island Regional Library Board.

### STANDING AND COMMUNITY COMMITTEE APPOINTMENTS - 2010

The following appointments to Council Advisory Commissions/Committees were confirmed:

Advisory Design Panel

- Council Liaison: Bruce Whittington
- Alternate: Jill Dashwood

Advisory Planning Commission

- Council Liaison: Scott Bastian
- Alternate: Bruce Whittington

Economic Development Commission

- Council Liaison/Member: Steve Arnett
- Alternate: Rob Hutchins

Environment Commission

- Council Liaison: Bruce Whittington
- Alternate: Rob Hutchins

Heritage Revitalization Advisory Commission

- Council Liaison: Lori Evans
- Alternate: Rob Hutchins

Liquid Waste Management  
- Council Liaison: Jill Dashwood  
- Alternate: Rob Hutchins

Government Services Committee (Committee of the Whole)  
- Chair: Duck Paterson  
- Members: All members of Council

Parks, Recreation & Culture Commission  
- Council Liaison: Duck Paterson  
- Council Liaison: Steve Arnett  
- Alternate: Scott Bastian

Protective Services Committee  
- Chair: Scott Bastian  
- Council Liaison: Jill Dashwood  
- Alternate: Rob Hutchins

The following Community Liaison appointments were confirmed:

Celebrations Committee  
- Council Liaison: Duck Paterson  
- Alternate: Scott Bastian

Chamber of Commerce  
- Council Liaison: Steve Arnett  
- Alternate: Jill Dashwood

Community Health Advisory Committee  
- Council Liaison: Lori Evans  
- Alternate: Bruce Whittington

Ladysmith Early Years Partnership  
- Council Liaison: Bruce Whittington  
- Alternate: Rob Hutchins

Festival of Lights  
- Council Liaison: Duck Paterson  
- Alternate: Steve Arnett

Social Planning Cowichan Affordable Housing Directorate  
- Council Liaison: Lori Evans  
- Alternate: Bruce Whittington

Youth Advisory Committee  
- Council Liaison: Scott Bastian  
- Alternate: Lori Evans

#### PROCLAMATIONS

Mayor Hutchins proclaimed February 20, 2010 as Kinsmen and Kinettes Day and February 14 - 20, 2010 as Kinsmen and Kinettes Week in the Town of Ladysmith.

#### DEVELOPMENT PERMITS / DEVELOPMENT VARIANCE PERMITS

2009-593

It was moved, seconded and carried that an Environmentally Sensitive Area Development Permit (3060-09-11) be issued for 547 Greenhorn Place (Lot C, District Lot 97, Oyster District, Plan VIP67364;

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

#### COUNCIL / COMMITTEE REPORTS

Councillor Dashwood reported that the Liquid Waste Management Committee will be holding a public consultation meeting in the new year to receive input from the community regarding the proposed Liquid Waste Management Plan.

Councillor Arnett informed Council that the Economic Development Committee has arranged for the Business Examiner to do profile on Ladysmith and will involve the Downtown Business Association and the Chamber of Commerce in the process. Also, the Chamber of Commerce is in the process of planning their Annual General meeting along with their election of officers. He noted that the Parks, Recreation and Culture Commission was provided an up date on Lot 108 at their most recent meeting.

Councillor Paterson advised that the Celebrations Committee's Annual General meeting was postponed to January 7, 2010.

#### GOVERNMENT SERVICES COMMITTEE RECOMMENDATIONS

2009-594

It was moved, seconded and carried that staff be requested to prepare an amendment to Subdivision Control Bylaw No. 1115 to allow for a 17.5 metre 'Right of Way' standard for Urban Collector Roads.

2009-595

It was moved, seconded and carried that the Drinking Water Assessment report from Koers & Associates Engineering Ltd., dated September 21, 2009, be submitted to the Vancouver Island Health Authority as required under the Drinking Water Protection Act.

2009-596

It was moved, seconded and carried that staff be directed to provide a 4 litre "kitchen catcher" container and a 45 litre organics container for each new residence when the occupancy permit is issued, and that the costs for the containers be included in the building permit for the residence.

2009-597

It was moved, seconded and carried that the expenditure of \$75,000 be authorized for the upgrades to the south end chlorinator with the funds to come from the water utility reserve.

2009-598

It was moved, seconded and carried that support in principle be given, subject to the reallocation of funding up to \$2,500, to the Town entering into a partnership with Ladysmith Family and Friends (LaFF) for the purchase of a sound system for Aggie Hall and that the Mayor and Deputy Mayor be authorized to seek funding from the community at large to assist with this project.

2009-599

It was moved, seconded and carried that the correspondence from V. Devries expressing concern regarding smoke from wood burning fireplaces dated October 14, 2009 be referred to staff for review and recommendation.

2009-600

It was moved, seconded and carried that the correspondence from Mayor Roline, City of Merritt and Mayor Lantz from the City of Fort St. John expressing concern to the Minister of Public Safety and Solicitor General regarding the increase in user fees for the Police Records Management Environment of BC be referred to staff to provide further information regarding costs to Ladysmith at the December 21, 2009 meeting.

2009-601

It was moved, seconded and carried that the correspondence from Mr. Milne expressing concern about the litter in front of the Post Office on First Avenue be received and a letter be sent to Canada Post requesting that they reinstate the recycling container in the lobby of the Post Office.

2009-602

It was moved, seconded and carried that the staff report dated November 10, 2009 by the Manager of Development Services regarding the Development Cost Charge (DCC) bylaw

review be referred to a Special Government Services Meeting at the call of the Chair in December and that staff be requested to provide information at the meeting regarding specific projects covered by the DCC bylaw and that the waterfront projects be listed separately.

2009-603

It was moved, seconded and carried that letters of thanks be sent to the following organizations for their participation in the 2009 "Festival of Lights" celebration: Festival of Lights committee; Ladysmith and District Credit Union; Kinsmen Club and Stz'uminus First Nation.

Councillor Evans reported that the Lodge on 4th has a new Administrator and that the Lodge has begun consulting with the Health Employees Union. She noted further that the Vancouver Island Health Authority will visit the Lodge in January. She also notified Council that an Area H representative is still needed on the Health Advisory Committee.

Councillor Whittington informed Council that the Vancouver Island Regional Library Board confirmed its 2010 budget and that the levy for Ladysmith residents will be 4.57%. He also reported that the Advisory Design Panel recently went on a field trip around the community to review sites that may come to the panel within the next year. He noted that the Environment Commission will be meeting next week and that they will be looking at watershed issues.

## REPORTS

### 2010 COUNCIL MEETING SCHEDULE

2009-604

It was moved, seconded and carried that the following 2010 schedule of regular Council meetings be approved and that Staff be directed to advertise the schedule in accordance with Section 127 of the Community Charter:

- January 4 and 18
- February 1 and 15
- March 1 and 15
- April 6 (Tues.) and 19
- May 3 and 17
- June 7 and 21
- July 5 and 19
- August 3 (Tues.) and 16
- September 7 (Tues.) and 20
- October 4 and 18
- November 1 and 15
- December 6 and 20

### TRANSFER BEACH GRILL - PARKING COVENANT

2009-605

It was moved, seconded and carried that the Section 219 Covenants with James Brian Anderson and Lois Mary Anderson AND with Charles Garth Buffie and Bonnie Jean Buffie, be supported, subject to the Transferors signing the covenants, to permit the owner of Transfer Beach Grill to utilize 6 parking stalls at 340 Esplanade Ave. for an additional 23 restaurant seats at 422 Esplanade Ave.

AND THAT the Mayor and Corporate Officer be authorized to sign the covenants only after the Transferors sign the covenants.

### OFFICIAL COMMUNITY PLAN (OCP) AND REZONING APPLICATION 3360-09-08

2009-606

It was moved, seconded and carried that staff be directed to proceed with an Official Community Plan consultation pursuant to S. 879 of the Local Government Act for OCP and Zoning Bylaw amendment application 3360-09-08 (1237 4th Ave. - Pilcher) and to:

- (i) Refer the application to the Advisory Planning Commission (APC) and the Advisory Design Panel (ADP) for review and comment prior to Council direction on the development of amending bylaws, and
- (ii) Refer the application to the Stz'uminus First Nation for comment given that the location of the subject property is in the vicinity of Rocky (Tyee) Creek.

## **CORRESPONDENCE**

### **STRONGWOOD TECHNOLOGIES INC.**

2009-607

It was moved, seconded and carried that a letter of support be sent to Western Economic Diversification Canada for the establishment of a StrongWood Technologies facility in Ladysmith as per the sample submitted in the letter dated November 16, 2009 from David Parker, President and CEO.

Councillor D. Paterson vacated Council Chambers at 9:04 p.m. due to a potential conflict of interest with the following item.

### **KIN CANADA MAGAZINE**

2009-608

It was moved, seconded and carried that Council support Kin Canada through the annual Kin Magazine "Message of Support" campaign, and that staff be directed to arrange for a 1/12 page ad at a cost of \$250.

Councillor D. Paterson returned to Council Chambers at 9:05 p.m.

### **GAS TAX AGREEMENT COMMUNITY WORKS FUNDS PAYMENT**

2009-609

It was moved, seconded and carried that the letter dated November 20, 2009 from H. Nyce, President, Union of British Columbia Municipalities, regarding the Gas Tax Agreement Community Works Fund Payment be received.

### **VANCOUVER ISLAND REGIONAL LIBRARY BOARD**

2009-610

It was moved, seconded and carried that the Vancouver Island Regional Library (VIRL) Board be advised that Councillor B. Whittington is appointed as Council's representative to the VIRL Board and Councillor L. Evans is appointed as the alternate representative to the VIRL Board for 2010.

## **NEW BUSINESS**

### **CLIMATE CHANGE RESOLUTION**

2009-611

It was moved, seconded and carried that:

WHEREAS global action on global warming is vital for the health of our environment, our communities and our future;

WHEREAS taking action on global warming includes investing in public transit and building healthy, pedestrian-friendly neighbourhoods;

WHEREAS taking action on global warming will also open up tremendous job and business opportunities for Canadian municipalities in the emerging clean-energy economy;

WHEREAS the Town of Ladysmith is committed to doing its part to address climate change through a variety of policies and programs including implementing an Energy Plan and a Sustainability Plan;

WHEREAS Canada is at a crossroads, and action is needed now to move forward with solutions to global warming, or risk falling behind other countries that are already re-tooling

their economies and creating new jobs;

WHEREAS Canadians are currently among the top 10 worst global warming polluters on the planet; however, municipalities across Canada are ready to work together with all levels of government to take responsible action and make Canada a climate action leader;

WHEREAS an international climate agreement that is ambitious, fair and binding will help ensure that Canadian communities and citizens are ready to meet the challenge of global warming and build a prosperous future; and

WHEREAS Canada is represented at the UN Climate Summit taking place in December with other global leaders and has the opportunity to deliver an ambitious, fair and binding international agreement;

NOW THEREFORE BE IT RESOLVED THAT the Town of Ladysmith supports an ambitious, fair and binding international climate agreement at the UN Climate Summit in December;

AND BE IT RESOLVED THAT a copy of this resolution be sent to the Prime Minister of Canada with a stipulation that Canada must demonstrate leadership at the UN Climate Summit by proposing ambitious, fair and binding terms in an international climate agreement;

AND BE IT RESOLVED THAT the Town of Ladysmith promote our support for an international climate agreement through the Town's web site and community advertisements.

**UNFINISHED BUSINESS**

**PROCEEDS FROM SALE OF DUNSMUIR'S DREAM BOOKS**

2009-612

It was moved, seconded and carried that the \$4,810 currently in the "Dunsmuir's Dream" book fund be transferred to the Ladysmith and District Historical Society as soon as possible.

**ADJOURNMENT**

2009-613

It was moved, seconded and carried that the meeting be adjourned at 9:20 p.m.

**CERTIFIED CORRECT:**

\_\_\_\_\_  
Mayor (R. Hutchins)

\_\_\_\_\_  
Corporate Officer (S. Bowden)



## Town of Ladysmith

Minutes of the Special Meeting of Council of the Town of Ladysmith held in Council Chambers at City Hall on Monday, December 15, 2009 at 5:00 p.m.

### COUNCIL MEMBERS PRESENT:

Mayor Rob Hutchins (Chair)      Steve Arnett  
Jillian Dashwood                      Lori Evans  
Duck Paterson (via phone)        Bruce Whittington

### COUNCIL MEMBERS ABSENT:

Scott Bastian

### STAFF PRESENT:

Ruth Malli                                Sandy Bowden

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Mayor Hutchins called the meeting to order at 5:00 p.m.

### AGENDA APPROVAL

2009-614

It was moved, seconded and carried that the agenda for the Special Council meeting for Monday, December 15, 2009 be approved as circulated.

### REPORTS

#### AWARDING CONTRACT FOR CONSTRUCTION MANAGEMENT SERVICES FOR RENOVATIONS TO 224/226 HIGH STREET

R. Malli, City Manager, provided an over view of the process regarding the hiring of construction management services for the renovations to 224/226 High Street.

2009-615

It was moved, seconded and carried that the contract for the provision of construction management services for renovations to 224/226 High Street be awarded to Windley Contracting Ltd. in the amount of \$36,300 and the Mayor and Corporate Officer be authorized to sign the contract on behalf of the Town.

### ADJOURNMENT

2009-616

It was moved, seconded and carried that the meeting be adjourned at 5:12 p.m.

### CERTIFIED CORRECT:

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Mayor (R. Hutchins)

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Corporate Officer (S. Bowden)

## DECISION REQUEST

### *Presentation to Ladysmith Town Council* *on* *Community Gardens*

#### **Approval is requested for:**

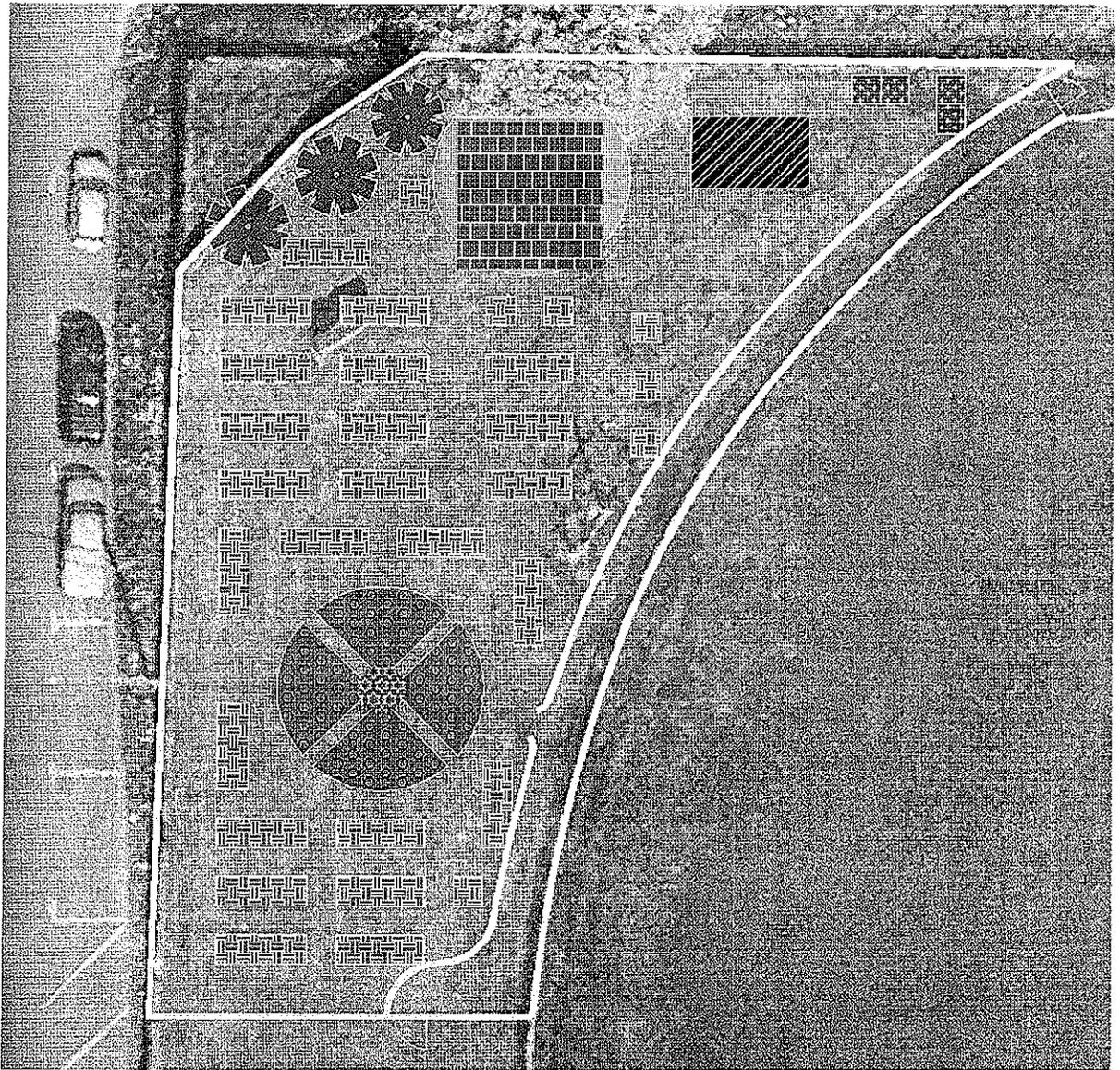
- The development of a community garden for food production at the High Street property adjacent to the Little League ball park. (concept plan attached).
- Funding of \$18,000 from the town for material, equipment use and labour to provide the basic infrastructure for the garden; the remaining \$12,200 of the start-up will be raised from the community and other organizations (budget attached)
- A land use agreement for an initial term of 2 years, renewable for five years, be established to clarify goals, expectations, and performance requirements for use and management of the site. (draft attached as well as the draft purposes and membership agreement for the Ladysmith Community Gardens Society)

#### **Specific considerations:**

- A Ladysmith Community Garden Society will be established by the end of February 2010 (constitution, bylaws and membership agreements are in development) and will provide a legal entity which will licence the use of the land from the town and provide the entity for management of the garden
- The town designate a staff member to work with the society in the development of a land use agreement
- The model for development is a teaching/demonstration garden that can provide a model of "best practices" of urban agriculture; the garden will provide affordable and transferable technology that can be adapted to individual homes
- The garden will be intergenerational and provide access and plots for individuals, families and groups (e.g. Boys and Girls Club, LAFF), as well as common plots that will be managed collectively by the society
- Ensure that the design provides public access and space for residents and visitors to enjoy the ambience of the garden; wheel chair access and raised beds will be provided
- A design will be finalized in January/February, construction in late February and March and plots prepared for spring plantings.

# ATTACHMENT 1

## Community Garden Concept



ATTACHMENT 2

**Budget**  
**Community Garden Cost Estimate**

Materials	Unit	Total Units	Estimated time	Cost
Material for Raised beds*	\$5.37	216 ties		\$1500
Labour to install beds	Donated	Donated	Donated	\$0.00
Landscape fabric		200 meters		\$100
Fencing**	\$15 per ft	300 ft		\$4,000
Soil	\$25 per yd	150 yd		\$3,750
Machine work to remove 90 yds	\$30 per hr		16 hrs	\$480
Machine operator	\$30 per hr		16 hrs	\$480
Truck time	\$21 per hr		16 hrs	\$336
Truck operator	\$30 per hr		16 hrs	\$480
Machine Time to shape walk way with back hoe	\$30 per hr		4 hrs	\$120
Machine operator to shape walk way	\$30 per hr		4 hrs	\$120
Cart path material for walkway include delivery		10 yds		\$250
Man hrs to install cart path material	\$30 per hr		8 hrs	\$240
Materials to supply water to area - 10 stand pipes***				\$600
Labour hours to install waterline ( 1 inch )	\$30 per hr		40 hrs	\$1,200
Remove concrete wall for entry of high street	\$30 per hr		8 hrs	\$240
Truck cost for irrigation and wall	\$10 per hr		48 hrs	\$480
Cart Path Material for garden area		50yds		\$1,250
<b>Total Contribution From Ladysmith</b>				<b>\$15,600</b>
<b>15% Contingency</b>				<b>\$2400</b>
				<b>\$18,000</b>
<b>Community Funding to Be Raised</b>				
Brick patio area includes labour and material	\$8 per sq ft	400 sq ft		\$3,200
Garden shed Labour and materials				\$2,000
Arbour 20x20 6x6 posts				\$1,500
Labour to Install arbour	Donated	Donated	Donated	0
Misl Materials and Labour				\$2,000
Fruit Trees/small fruits			Donated	\$1000
Society Insurance#				?

Shared Garden Tools, Shredder, hoses##				\$2000
Materials for composting facilities				\$500
Total Community Funding				<b>\$12,200</b>
			<b>Project Total</b>	<b>\$30,200</b>

\*As a demonstration garden at least three types of material for raised beds will be utilized (e.g. untreated wood ties, dimensional lumber (2 by 10) and preformed concrete siding; the majority of plots will be of one design (to be determined)

\*\*The garden will be fenced for safety above the retaining wall but left open to public access along the west side; should vandalism prove to be a problem additional fencing can be considered later

\*\*\*The goal of the garden is to demonstrate best practices; consequently the society will raise funding for automated drip watering systems although hand watering will be utilized particularly to keep children and families engaged

\*\*\*\*The funding request includes a cash expenditure portion of approximately \$11,200 for goods (fencing, irrigation, soil, material for raised beds) and \$4,400 in services for use of town equipment and labour. The \$2400 contingency could be cash outlay if required.

# Research is underway to determine costs for gardens insurance (under the BC Community Gardens Society, Directors insurance, and insurance to ensure the town is indemnified as per proposed land tenure agreement)

## It is expected that much of this will be donated and/or acquired over time

### ATTACHMENT 3

#### **Draft Purposes of a the Ladysmith Community Gardens Society**

The purposes of the society are:

- To encourage local food production within our community.
- To make productive use of otherwise unused land within the town of Ladysmith.
- To acquire and share knowledge of organic gardening practices.
- To provide an intergenerational learning venue for local schools, social organizations, and residents to garden and to visit.
- To demonstrate best practices for urban gardening that is affordable and transferable to home gardens throughout Ladysmith
- To enable families and individuals to improve nutritional health by growing their own vegetables, herbs and fruits.
- To provide community education in composting, mulching and organic gardening principles.
- To provide a venue where organic gardeners can develop social networks.
- To create a community garden that will be attractive as well as functional. To create urban spaces that will become a visual and food production asset to Ladysmith.

#### **Draft Membership Agreement**

As a member of the Ladysmith Community Gardens Society , I agree to the following:

1. To use only organic gardening methods in the garden. Gardeners will use compost, manures and/or organic fertilizers to enrich the soil and mulches to control weeds. The use of pesticides and/or herbicides are strictly prohibited.
2. To contribute time to the upkeep of the shared garden spaces and to the maintenance of the grounds, structures, equipment and shared composting facilities.
3. To act with respect and consideration towards other members of the garden. For example: to ensure my plants do not shade my neighbour's garden; to share extra plants; to plant in the communal spaces to beautify the garden; and to not take any one else's produce.
4. A) To keep my plot and the surrounding paths weed free and clean.  
B) To accept that if my plot is not maintained for a period of three months, my plot may be forfeited so that others may use the garden space.
5. To notify, as soon as possible, a Director of the LCG Society if I no longer wish to use my plot.
6. To make caretaking arrangements with other garden members if I am to be absent for one or more weeks.
7. To either hand water my plot or utilize drip irrigation methods. To never leave a sprinkler running unless I am present and to comply with the Ladysmith town watering restrictions.

8. To ensure children are always closely attended by an adult. Dogs must be leashed and kept to the pathways only. Cats are not allowed.
9. Wherever and whenever feasible to walk or take the trolley to the garden . When vehicles are required parking should be on 2<sup>nd</sup> avenue.
10. To ensure that my garden plot is cleaned up and used as much as feasible for year round gardening. If plots can not be used in the winter they will be "winter ready" by November 1<sup>st</sup>. Summer debris must be cleared and fall and winter crops tidied and neat. This helps keep insect and fungal damage down and will leave the garden ready for others if you choose not to garden next year.
11. To clean and return tools to storage; to check that the water is turned off; and to carefully lock up the shed and fence when leaving.
12. To contribute to the communal compost if I plan to use the compost.
13. To immediately remove ALL diseased plant material from the garden site.
14. In the event of a dispute arising I may ask for a special meeting of the Directors and members of the community garden. A quorum as defined in the bylaws of the society with a two thirds majority vote will be required to resolve a dispute.
15. The Ladysmith Community Gardens Society welcomes donations of items which will benefit the garden. No reimbursement will be made to members for items purchased for the garden unless the item(s) were first approved by the membership at a community garden meeting.

Neither the Society nor the Owners of the land (Town of Ladysmith) are responsible for your actions. YOU THEREFORE HOLD HARMLESS THE SOCIETY, THE GARDEN GROUP, OR THE OWNER OF THE LAND FOR ANY LIABILITY, DAMAGE, LOSS OR INJURY THAT OCCURS IN CONNECTION WITH THE USE OF THE GARDEN BY YOU OR ANY OF YOUR FAMILY OR GUESTS.

**DRAFT FOR DISCUSSION  
LICENCE OF USE**

**This Agreement made the                    day of                    2010.**

**Between:**

**The Town of Ladysmith  
410 Esplanade, PO Box 220  
Ladysmith BC  
V9G 1A2  
("the Municipality")**

**Of the First Part**

**And:**

**The Ladysmith Community Gardens Society**

**Ladysmith B.C.  
V9G 1**

**("the Licensee")**

**Of the Second Part**

**Whereas:**

- A. The Municipality is the owner of the Land as described in Schedule "A" to the Agreement ("the Land")
- B. The licensee wishes to be granted this Licence of Use as per the Schedule "A" illustration, and the Municipality has agreed.

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the premises and covenants and Agreements contained in this Agreement, the Municipality and Licensee covenant and agree with each other as follows:

**1.0 RIGHT TO OCCUPY**

1.1 The Municipality, subject to the performance and observance by the Licensee of the terms, conditions, covenants and agreements contained in this Agreement and to earlier termination as provided in this Agreement, grants to the Licensee a right by way of license for the Licensee, it

agents employees, and invitees to use the Land and for the purpose of the enjoyment and recreation of members of the public and for no other purpose.

## **2.0 RESERVATION OF RIGHTS**

2.1 The Municipality hereby reserves to itself from the grant and the covenants made by it to the Licensee under clause 1 above the right for the Municipality, its agents, employees, contractors and subcontractors to have full and complete access to the Land to carry out any operations associated with the Municipality's use of the Land.

## **3.0 TERM**

- 3.1 The Term of the License granted under this Agreement shall be from the 1<sup>st</sup> day of April 2010, to the 31<sup>st</sup> Day of March 2012, unless earlier terminated under this Agreement.
- 3.2 The Agreement may by mutual agreement of the parties be renewed before March 31, 2012 for a subsequent five year term.

## **4.0 CONSTRUCTION**

- 4.1 The Licensee shall not construct or place any buildings or structures or make any improvements on the Land, unless prior to any construction, it has:
- a. Obtained the Municipality's approval in writing to the site plans, working drawings, plans, specifications, and elevations
  - b. Obtained a building permit from the town
  - c. Obtained all required inspections, and the work shall be carried out at the cost of the Licensee,
  - d. Delivered final as built drawings to the Municipality
- 4.2 Clause 4.1 applies to future construction that may be required for future garden operation and does not include the storage shed, composting areas, arbour and patio areas that are approved as described in Schedule "A"
- 4.3 For purposes of Municipality approval of works described in 4.1 above, the Director of Parks Recreation and Culture has full signing authority subject to consistency with Municipal policy and objectives for community gardens as modified from time to time.
- 4.4 The Licensee shall, at its cost, maintain any buildings, structures or improvements constructed or placed on the Land during the Term.

## **5.0 INDEMNIFICATION**

5.1 The Licensee releases and will indemnify and save harmless the Municipality, its elected and appointed officers, employees and agents from and against all lawsuits, damages, costs, expenses, fees or liability which the Licensee or any of them or anyone else may incur, suffer or allege by reason of the use of the Land by the Licensee or by any member of the public using any building, structure or improvement built or placed by Licensee on the Land or the carrying on upon the Land of any activity in relation to the Licensee's use of the Land.

## 6.0 BUILDERS LIENS

6.1 The Licensee will indemnify the Municipality from and against any liens for wages or materials, for damage to persons or property caused during the making of or in connection with any excavation, construction, repairs, alterations, installations and additions which the Licensee may make or cause to be made on, in or to the Land.

## 7.0 NOTICES

7.1 It is hereby mutually agreed:

Any notice required to be given under this Agreement shall be deemed to be sufficiently given:

- a. To be delivered at the time of delivery and
- b. If mailed from any government post office in the Province of British Columbia by prepaid registered mail address as follows:

- i. If to the Municipality:  
Town of Ladysmith  
Attn. Director of Parks, Recreation and Culture  
Town of Ladysmith  
Main Office  
410 Esplanade, PO Box 220  
Ladysmith BC  
V9G 1A2

- ii. If to the Licensee

**Ladysmith Community Gardens Society**

Attention: President  
c/o Ladysmith Resources Centre  
address

or at the address a party may from time to time designate, then the notice shall be deemed to have been received forty-eight hours after the time and date of mailing. If, at the time of mailing the notice, the delivery of mail in the Province of British Columbia has been interrupted in whole or in part by reason of a strike, slow-down, lock-out or other labour dispute, then the notice may only be given by actual delivery of it.

## 8.0 TERMINATION

8.1 If the licensee is in breach of this Agreement, and if the default continues after the giving of notice by the Municipality to the Licensee, then the Municipality may terminate this Agreement and reenter the Land and the rights of the Licensee with respect to the Land shall lapse and be absolutely forfeited.

## **9.0 FORFEITURE**

9.1 The Municipality, by waiving or neglecting to enforce the right to forfeiture of this Agreement or the right of re-entry upon breach of this Agreement, does not waive the Municipality's right upon any subsequent breach of the same or any other provision of this Agreement.

## **10.0 FIXTURES**

10.1 Unless the Licensee upon notice from the Municipality removes them, all buildings, structures, or improvements constructed on the Land by the Licensee shall at the termination of the Agreement, become the sole property of the Municipality at no cost to the Municipality.

## **11.0 REPAIRS BY THE MUNICIPALITY**

- 11.1 (a) If after due notice to the Licensee and appropriate time to address an issue of maintenance on the Land, the Licensee fails to repair or maintain the Land or any building, structure or improvements on the Land in accordance with this Agreement, the Municipality may, by its agents, employees or contractors enter the Land and make the required repairs or do the required maintenance and the cost of the repairs or maintenance shall be a debt due from the Licensee to the Municipality.
- (b) In making the repairs or doing the maintenance the Municipality may bring and leave upon the Land the necessary materials, tools and equipment and the Municipality shall not be liable to the licensee for any inconvenience, annoyance, loss of business or other injuries suffered by the Licensee by reason of the Municipality effecting the repairs or maintenance.
- (c) The Licensee releases the Municipality, its elected and appointed officers, employees and agents from and waives any claim, right, remedy, action, cause of action, loss, damage, expense, fee or liability which the Licensee may have against any or all of them in respect of this Agreement or its performance or its breach except insofar as such claim, right, remedy, action, cause of action, loss, damage, expense, fee or liability arises from the negligence of the Municipality, its elected and appointed officers, employees and agents.

## **12.0 TREE CUTTING, EXCAVATIONS AND HAZARDOUS SUBSTANCES**

- 12.1 (a) With the exception of excavations and importation of soil for the creation of the gardens and raised beds as included in the approved design, the Licensee will not carry on or do or allow to be carried on or done on the land any cutting, clearing or removal of trees, bushes or other vegetation or growth or any excavation or disturbance of the surface of the Land and shall not bring on or deposit any soil or fill on the Land except with the written consent of the Municipality.
- (b) The Licensee will not bring on deposit, store, spray or apply nor cause or permit to be brought on, deposited, stored, sprayed or applied on the Land or to any trees, bush or vegetation on the Land any chemical fertilizer, herbicide, pesticide or other chemical or petroleum product or any substance which is capable of contaminating the Land or any water on the Land.

### **13.0 CLEAN UP**

13.1 At the end of the term, where there has been no agreement between the parties to renew for a subsequent term, the Licensee shall clean up the Land and restore the surface of the Land as reasonably as may be possible to the condition of the Land prior to the commencement of the term of this agreement.

### **14.0 REGULATIONS**

14.1 The Licensee will:

- a. Comply promptly at its own expense with the legal requirements of all authorities, including an association of fire insurance underwriters or agents, and all notices issued under them that are served upon the Municipality or the Licensee; and,
- b. Indemnify the Municipality from all lawsuits, damages, loss, costs or expenses that the Municipality may incur by reason of non-compliance by the Licensee with legal requirements or by reason of any defect in the Land or any injury to any person or to any personal property contained on the Land. The Licensee shall be responsible for any damage to the Land occurring while the Licensee is exercising its rights under this Agreement.

### **15.0 NO COMPENSATION**

15.1 The Licensee shall not be entitled to compensation for any loss or injurious affection or disturbance resulting in any way from the termination of the License or the loss of the Licensee's interest in an building, structure or improvement built or placed on the Land..

### **16.0 MISCELLANEOUS**

- 16.1 a. The Licensee warrants and represents that the execution of this Agreement by the Licensee on behalf of a group or organization is a warranty and representation to

the Municipality the Licensee has sufficient power, authority, and capacity to bind the group or organization with his or her signature.

- b. In consideration of being granted the use of the Land, the Licensee agrees to be bound by the terms and conditions of this Agreement and, if the Licensee represents a group or organization, the Licensee agrees to inform all responsible persons associated with the group or organization of the terms and conditions of this Agreement.
- c. The Licensee covenants and agrees to use the Land in accordance with terms of use attached to the Agreement as Schedule "B"
- d. This Agreement shall not be interpreted as granting any interest in the Land to the Licensee.
- e. Waiver of any default by a party shall not be interpreted or deemed to be a waiver of any subsequent default.

#### **17.0 INTERPRETATION**

- a. That when the singular or neuter are used in this Agreement they include the plural or the feminine or the masculine or the body politic where the context or the parties require
- b. The headings to the clause in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any provision of it.
- c. That this agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, successors, administrators and permitted assignees.
- d. This Agreement shall be construed in accordance with and governed by the laws applicable in the Province of British Columbia.
- e. All provisions of this Agreement are to be construed as covenants and agreements as though the word importing covenants and agreements were used in each separate paragraph.

**IN WITNESS WHEREOF the parties have set their hand and seals as of the day and year first above written.**

**Signatures:**

**Schedule "A"**

**Description of Land**

**Illustration of Development plan for the Land; including buildings, structures, excavations for gardens and raised beds.**

**Schedule "B"**

**TERMS OF USE**

- 1.0 The Licensee shall use the Licence Area for the general purposes of a demonstration and teaching community garden consistent with the Municipality's Community Garden policy as it evolves over time.**
- 2.0 The Licensee shall operate this garden on a "best practices" basis for organic urban gardening and ensure the area is an attractive working garden**
- 3.0 The licensee shall ensure the Licence Area is clean and litter free**
- 4.0 The Land will be developed to provide public, intergenerational and handicapped access.**
- 5.0 The Licensee will collaborate with the Municipality to ensure an effective visual and spatial link between the downtown core and Sprit Square.**



Town of Ladysmith

**STAFF REPORT**

To: Ruth Malli, City Manager  
From: Sandy Bowden, Director of Corporate Services  
Date: December 16, 2009  
File No:

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Re: **SNOW ANGELS COMMUNITY AWARDS PROGRAM**

**RECOMMENDATION**

That the Government Services Committee recommends to Council that Council support the 2010 Snow Angels Community Awards Program which officially recognizes volunteers in the community who provide snow clearing services for neighbours in need during snowfalls, and the program cost of \$500 (i.e. five "Snow Angels" each to receive \$100) be funded through the 2010 Public Relations budget, and the award presentations take place at the April 6, 2009 Council meeting.

**PURPOSE:**

The purpose of the staff report is to seek Council's authorization to proceed with the Snow Angels Community Awards Program in 2010.

**INTRODUCTION/BACKGROUND:**

The Snow Angels Awards Program commenced in 2006 and has been an overwhelming success. Nominations over the past three years have far exceeded staff's and Council's expectations.

**SCOPE OF WORK:**

Once again residents will be invited to nominate neighbours or friends for a "Snow Angel" award. Nominations will be accepted until March 22, 2010 at which time five entries will be drawn. The nominees will receive \$100 each which will be presented to them at the open Council meeting scheduled for April 5, 2010 Council.

**ALTERNATIVES:**

Council could cancel the Snow Angels Program for 2010 or change it as deemed appropriate.

**FINANCIAL IMPLICATIONS:**

As noted, a total of \$500 will be incorporated into the 2010 Corporate Services Public Relations budget to support the Snow Angels Program.

LEGAL IMPLICATIONS:

n/a

CITIZEN/PUBLIC RELATIONS IMPLICATIONS:

The nomination-based Snow Angels Program is very popular throughout the community and affords Council the opportunity to show its appreciation for members of the community who provide assistance to those in need during winter weather.

INTERDEPARTMENTAL INVOLVEMENT/IMPLICATIONS:

n/a

RESOURCE IMPLICATIONS:

n/a

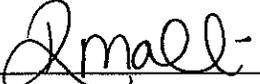
ALIGNMENT WITH STRATEGIC PRIORITIES:

The Snow Angels Program is not one of the Town's top 25 strategic priorities, however, it does fall within the parameters of maintaining a healthy and safe community.

SUMMARY:

Since its inception in 2006 the Snow Angels Program has become a popular program for the community. It is a means of publicly recognizing the unparalleled community spirit demonstrated daily by Ladysmith residents and affords Council the opportunity to recognize the generosity and kindness of members of our community. Staff highly recommends the continuation of the program in 2010.

I concur with the staff recommendation.

  
\_\_\_\_\_  
Ruth Maffi, City Manager

ATTACHMENTS:

Snow Angels Advertisement

# *Ladysmith Snow Angels*

*Recognizing neighbours who  
go the extra mile!*



Do you have a neighbour who regularly lends a hand to clear snow from your sidewalk? Did you know that you can nominate them for a Ladysmith **Snow Angel** award?

Some residents find it a challenge keeping their sidewalks free of snow and ice, particularly seniors or a neighbour with a disability. Most Ladysmith residents live within steps of a senior or a neighbour with a disability, and in many cases already provide a helping hand.

Why not nominate your neighbour for an award? Submit a letter or email explaining why you would like to nominate your neighbour (must be a Ladysmith resident) as a **Snow Angel**; and at the end of the winter season your **Snow Angel** will be eligible to win a cash prize! Draws will be made for five cash prizes of \$100 each, draw date scheduled for Monday, March 22, 2010 at 4:00 p.m. Winners will be honoured at the April 5, 2010 Council meeting.

Submit your letters to:

Town of Ladysmith  
Snow Angels Program  
PO Box 220, 410 Esplanade,  
Ladysmith, BC V9G 1A2

Or

Email: [info@ladysmith.ca](mailto:info@ladysmith.ca)

Fax: 245-6411





Town of Ladysmith  
**STAFF REPORT**

To: Council  
From: Ruth Malli, City Manager  
Date: December 15, 2009  
File No: 2320-20

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Re: **CHAMBER OF COMMERCE VISITOR INFORMATION CENTRE LEASE**

**RECOMMENDATION:**

That Council renew the agreement to support the operation of the Ladysmith Visitor Information Centre at 411B First Avenue, providing \$35,000 towards Visitor Information Centre operations, and \$700 per month towards rent, for one year commencing January 1, 2010, with an option to renew for an additional year.

And that

The Mayor and Corporate Officer be authorized to sign the revised agreement.

**PURPOSE:**

To enable Council to determine if it wishes to continue to support the operation of the Ladysmith Visitor Information Centre in downtown Ladysmith, which is operated by the Ladysmith Chamber of Commerce.

**INTRODUCTION/BACKGROUND:**

Council has supported the operation of the Visitor Information Centre because of the important role it plays in supporting tourism in Ladysmith. In April 2009, Council agreed to support the Chamber in its quest for a new location for the Visitor Information Centre, provided that it remained downtown (Resolution CS 2009-218.)

Until 2009, the town leased space for the visitor Information Centre and sub-let it to the chamber of Commerce. Council determined in April 2009 to provide \$700 per month to the Chamber of Commerce for a lease between the Chamber and the lessor.

**SCOPE OF WORK:**

The involvement of the Town is limited to production of cheques and the receipt of regular reports from the Chamber of Commerce.

**ALTERNATIVES:**

Council could choose not to renew the agreement, or Council could choose to revise the Town's contribution to the Visitor Information Centre operations.

**FINANCIAL IMPLICATIONS:**

The annual cost to the town is \$35,000 for the operational support and \$8,400 for the contribution to rent for a total of \$43,400 for the year.

LEGAL IMPLICATIONS:

None.

CITIZEN/PUBLIC RELATIONS IMPLICATIONS:

A decision by Council to cut back or eliminate the financial support would not be well-received by the Chamber of Commerce and downtown businesses.

INTERDEPARTMENTAL INVOLVEMENT/IMPLICATIONS:

None.

RESOURCE IMPLICATIONS:

Not applicable.

ALIGNMENT WITH STRATEGIC PRIORITIES:

Tourism is one of the economic priority sectors recommended by the Economic Development in its Strategic Plan which has been endorsed by Council. The Tourism Plan is one of the Town's Top 25 Strategic Priorities for 2009.

SUMMARY:

It is recommended that Council renew its agreement with the Ladysmith Chamber of Commerce for one year (2010), with an option to renew for a further year.

ATTACHMENTS:

Current Agreement  
Resolutions CS 2009-218 and CS 2009-226

THIS AGREEMENT made the 2<sup>nd</sup> day of February, 2009

**BETWEEN: TOWN OF LADYSMITH**

Box 220, 410 Esplanade, Ladysmith, British Columbia, V9G 1A2  
(hereinafter called the "Town")

**AND: LADYSMITH CHAMBER OF COMMERCE**

Box 598 Ladysmith, British Columbia, V9G 1A4  
(hereinafter called the "Chamber")

In consideration of the mutual promises hereinafter appearing, the parties hereto covenant and agree each with the other as follows:

1. The Chamber shall during all business hours from January 1, 2009 to December 31, 2009 (the "Term") operate and maintain a Visitor Information Centre at 411B First Avenue, Ladysmith, B.C. or such other location as the Town may decide, and provide therein visitor information on Ladysmith including without limitation:
  - a) Responding to drop-in, telephone and website inquiries as well as mailing out information as appropriate;
  - b) Maintaining an adequate supply of current, relevant information and publications for visitor information;
  - c) Ensuring that a community calendar of events is kept current on the Chamber's website, is easily linked to other community websites and is available for use by all groups in the community;
  - d) Reporting to the Town from time to time as required by Town Council and staff;
  - e) Maintaining and cleaning the visitor information office, including washrooms, to a standard reasonably required by the Town; and
  - f) Prior to the expiry of the Term, removing all of its belongings from the visitor information office and returning the office to the Town in a neat and tidy condition.
2. In consideration for the Chamber supplying the aforementioned services, the Town shall pay to the Chamber an annual sum of \$35,000.00 paid in equal quarterly installments on the first business day following: January 1, April 1, July 1, October 1, 2009.
3. The Town agrees to pay \$700 towards the monthly lease payments for the premises occupied by the Visitor Information Centre. The lease for the premises shall be in the name of the Chamber of Commerce (the lessor) and the lessee.
4. The Town may terminate this Agreement if the Chamber is in breach of any obligations herein and does not remedy such breach within 15 days written notice by the Town to the Chamber in respect of such breach.

5. Time is of the essence with this Agreement. This Agreement constitutes the entire agreement between the parties hereto in respect of the Visitor Information Centre and the services described herein. This Agreement may not be amended by the parties hereto other than by written agreement mutually agreed to by both parties. IN WITNESS WHEREOF each of the parties hereto has executed this Agreement under the hands of their proper officers duly authorized in that behalf.

LADYSMITH AND DISTRICT  
CHAMBER OF COMMERCE  
*[Signature]*  
Authorized Signatory  
*[Signature]*  
Authorized Signatory

THE TOWN OF LADYSMITH  
seal was affixed in the presence of:  
*[Signature]*  
Mayor  
*[Signature]*  
Director of Corporate Services

## Council Resolutions Regarding Ladysmith Visitor Information Centre

Resolution	Meeting Date	Resolution Details
CS 2009-218	Apr-06-2009	It was moved, seconded and carried that the Ladysmith Chamber of Commerce be advised Council supports the relocation of the Visitor Information Centre provided it remains in the downtown area of Ladysmith.
Resolution	Meeting Date	Resolution Details
CS 2009-226	Apr-16-2009	It was moved, seconded and carried that the following amendments be made to the agreement with the Chamber of Commerce and the Town of Ladysmith to operate a Visitor Information Centre: Article 1 - amend the address of the Visitor Information Centre to 411B First Avenue; Add the following new Article 3 and renumber the remaining articles: The Town agrees to pay \$700 towards the monthly lease payments for the premises occupied by the Visitor Information Centre. The lease for the premises shall be in the name of the Chamber of Commerce (the lessor) and the lessee; AND THAT the Mayor and Corporate Officer be authorized to sign the revised agreement; AND THAT Staff be directed to give notice to the current Visitor Information Centre landlord of the Town's intention to terminate the lease agreement between the Town and the lessor for the property located at #102 - 626 1st Avenue.



LADYSMITH

## Town of Ladysmith

### STAFF REPORT

To: Ruth Malli, City Manager  
From: Sandy Bowden, Director of Corporate Services  
Date: December 18, 2009  
File No:

---

Re: BURNING OF LANDCLEARING DEBRIS IN AIR CURTAIN OR TRENCH BURNER

#### RECOMMENDATION(S):

That Council consider Ladysmith Landclearing Management Regulation Bylaw, 2009, No. 1703 to permit the burning of land clearing debris in an air curtain burner or a trench burner, and if deemed appropriate, Council proceed with first three readings of Bylaw No. 1703 at the December 21, 2009 Council meeting.

#### PURPOSE:

The purpose of this staff report is to seek Council's authorization/direction regarding the proposed amendments to Ladysmith Burning Regulation Bylaw 2001, No. 1380 which is intended to permit the burning of land clearing debris as a result of large-scale land clearing activity in an air curtain burner or a trench burner.

#### INTRODUCTION/BACKGROUND:

Since 2001 open burning within Town boundaries has been prohibited. This was primarily to eliminate the occurrence of smoke in high density residential areas. The bylaw provides for the following exceptions:

- (a) *cooking fires contained within a barbeque pit, fire pit or other device having a surface area not greater than four (4) square feet; or within a manufactured gas or electric barbeque; and*
- (b) *fires started and maintained by Ladysmith Fire/Rescue for training purposes or to prevent the commencement or spreading of fire.*

Currently debris created as a result of large-scale land clearing operations must be carted away for disposal. The proposed bylaw amendment incorporates regulations recently adopted by the CVRD to ensure that all land clearing debris is burned in an air curtain or trench burner. These portable devices direct a high velocity column of air over a burn pit or fire box, which results in a much cleaner, hotter, and more efficient burn. Please refer to the attached information sheet on CVRD Bylaw No. 2020 - Landclearing Management Regulation Bylaw, 2009.

It should be noted that staff, including the Fire Chief, have some concerns regarding the introduction of burning given that open burning within the Town has virtually been banned since 2001. The preferred method of disposing of such debris is chipping. However, it is also understood that chipping and transportation of debris contributes to greenhouse gases.

SCOPE OF WORK:

Upon adoption of Bylaw No. 1703 the Fire Chief and Bylaw Enforcement Officer will be responsible for enforcing the provisions of the bylaw.

ALTERNATIVES:

Council could decide not to proceed with the proposed bylaw amendments and maintain the status quo of prohibiting all open burning within the Town boundaries.

FINANCIAL IMPLICATIONS:

n/a

LEGAL IMPLICATIONS:

n/a

CITIZEN/PUBLIC RELATIONS IMPLICATIONS:

It is anticipated that some members of the community may be concerned with the potential to create smoke as a result of using air curtain and trench burners, however, if used properly, the creation of smoke while using these devices is minimal.

INTERDEPARTMENTAL INVOLVEMENT/IMPLICATIONS:

As previously noted, it is the responsibility of the Fire Chief and the Bylaw Enforcement Officer to enforce the regulations contained in the bylaw.

RESOURCE IMPLICATIONS:

n/a

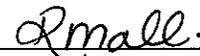
ALIGNMENT WITH STRATEGIC PRIORITIES:

n/a

SUMMARY:

Current outdoor burning regulations prohibit the ignition of Class 2 and 3 fires. The CVRD has recently adopted regulations to permit the burning of landclearing debris from large-scale land clearing activity in an air curtain or trench burner. The adoption of attached Bylaw No. 1703 will ensure consistency of Town's burning regulations with CVRD burning regulations.

I concur with the recommendation.



Ruth Malli, City Manager

ATTACHMENTS:

1. Ladysmith Landclearing Management Regulation Bylaw, 2009, No. 1703
2. Information Sheet Re: CVRD Bylaw No. 2020 – Landclearing Management Regulation Bylaw, 2009

# TOWN OF LADYSMITH

## BYLAW NO. 1703

### A Bylaw to Regulate the Management of Landclearing Debris

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

#### 1. CITATION

This bylaw may be cited for all purposes as "Ladysmith Landclearing Management Regulation Bylaw, 2009, No. 1703".

#### 2. DEFINITIONS

**"Air Curtain Burner"** is a portable or stationary combustion device that directs a plane of high velocity forced draft air through a manifold head into a burn chamber, or earthen pit or trench made to function as the Fire Box, with vertical walls in such a manner as to maintain a curtain of air over the surface of the burn chamber and a re-circulating motion of air under the curtain;

**"Bylaw Enforcement Officer"** means the person designated by the Board to administer and enforce bylaws within the Cowichan Valley Regional District;

**"Composite Woodwaste"** means wood that has been manufactured into dimensional lumber using glue and/or adhesives, such as particle board, strand board, plywood etc.;

**"Fire Chief"** means the Chief of the Fire Department in the jurisdiction where the Open Burning is occurring;

**"Heavy Equipment"** includes, but is not limited to, machines such as: backhoes, bulldozers, excavators, skid-steers, or tractors;

**"Landclearing Debris"** means any stumps, root mats, branches, brush, logs, or vegetation, but does not include Composite Woodwaste;

**"Local Assistant"** means a member of a fire department who is appointed under the Fire Services Act as a local assistant to the Fire Commissioner, in addition to the Fire Chief of that department;

**"Machine-piled"** means Landclearing Debris that has been piled or stacked by Heavy Equipment;

**"Open Burning"** means the combustion of material with or without control of the combustion air and without a stack or chimney to vent the emitted products of combustion to the atmosphere;

**"Operator Certification"** means that the operator of the Air Curtain Burner has received certification in the safe and efficient maintenance and operation of Air Curtain Burners from a manufacturer of Air Curtain Burners;

**"Parcel of Land"** includes any contiguous land with the same owner;

**"Regulated Quantities"** means a quantity of Landclearing Debris in an amount equivalent to or greater than the following:

- three or more piles each not exceeding 2 m in height and 3 m in width;
- one or more piles each exceeding 2 m in height or 3 m in width;
- in one or more windrows;

but does not include stubble or grass.

**"Smoke"** means the gases, particulate matter and products of combustion emitted into the atmosphere when debris is subjected to Open Burning;

### 3. APPLICATION

1) Subject to subsection 3 (2), this bylaw applies to:

- a) **Machine-piled Landclearing Debris;**
- b) **Regulated Quantities of Landclearing Debris.**

2) This bylaw does not apply to:

- a) persons carrying out "normal farm practices" within the meaning of the *Farm Practices Protection Act* (British Columbia);
- b) a "forest practice" as defined by the *Forest and Range Practices Act* (British Columbia); and
- c) lands classed as Property Assessment Class 7 by the *BC Assessment Authority*.

### 4. GENERAL REGULATIONS

1) No person shall cause or permit **Smoke** from the disposal of **Landclearing Debris** except in accordance with the following regulations:

- a) Subject to subsection 3 (2), an **Air Curtain Burner** shall be used for all **Open Burning of Landclearing Debris;**
- b) The use of an **Air Curtain Burner** for the disposal of **Landclearing Debris** must be registered with the Town of Ladysmith prior to the commencement of disposal activities, in accordance with Schedule A of this bylaw;
- c) An operating **Air Curtain Burner** shall be supervised at all times by a person who has received **Operator Certification;**
- d) Only **Landclearing Debris** shall be burned in an **Air Curtain Burner.**

2) Nothing in this bylaw shall be interpreted as relieving a person from complying with:

- a) federal, provincial and local government regulations governing the various means of disposal of **Landclearing Debris;**
- b) local fire restrictions established by the **Fire Chief** or other person or authority having jurisdiction to control or prohibit **Open Burning.**

3) The provisions of this bylaw shall apply to parcels of land which are a minimum of 4 hectares (10 acres) in size.

**5. INSPECTIONS AND ORDERS**

- 1) An Officer may enter at all reasonable times on any property that is subject to the requirements or regulations of this bylaw, to ascertain whether the regulations in this bylaw or directions made under this bylaw are being observed; inspect premises for conditions which may cause a fire or increase the danger of a fire or increase the danger to persons; make orders directing the owners or occupiers of property to bring their premises or a fire into compliance with the bylaw.
- 2) No person shall obstruct or prevent an Officer from carrying out an inspection under this bylaw.

**6. OFFENSES**

Any persons who violates any of the provisions of this bylaw or suffers or permits any act or thing to be done in contravention of this bylaw, or who refuses or omits or neglects to fulfill, observe, carry out or perform any duty imposed by this bylaw, shall be liable on summary conviction to a fine not exceeding Two Thousand Dollars (\$2,000.00).

**7. SEVERABILITY**

If any section or clause of this bylaw is held invalid by a court of competent jurisdiction, the invalid portion shall be severed and the remainder of this bylaw shall be deemed to have been adopted without the invalid and severed section, subsection or clause.

- 8. Schedule "A" forms a part of and are enforceable in the same manner as this bylaw.

<b>READ A FIRST TIME</b>	on the	day of
<b>READ A SECOND TIME</b>	on the	day of
<b>READ A THIRD TIME</b>	on the	day of
<b>ADOPTED</b>	on the	day of

---

Mayor (R. Hutchins)

---

Corporate Officer (S. Bowden)

Schedule "A" to Bylaw No. 1703

Town of Ladysmith Bylaw No. 1703 – Open Burn Registration Form

Date: \_\_\_\_\_ Please Check One:  Property owner  Authorized agent

Name of Applicant: \_\_\_\_\_ Telephone No.: (\_\_\_\_) \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Is This Burning Activity Occurring as Part of a Potential Development Project?  Yes  No

Organization/Principal Contractor Responsible for Development: \_\_\_\_\_ (if applicable)

Name of Development Project: \_\_\_\_\_ (if applicable)

Street Address of Burn Site: \_\_\_\_\_ (if different from above)

Legal Description of Burn Site:

Lot \_\_\_\_\_ Section \_\_\_\_\_ Range \_\_\_\_\_ Plan \_\_\_\_\_

District \_\_\_\_\_ Block \_\_\_\_\_

Contact Information During Burn: \_\_\_\_\_ (\_\_\_\_) \_\_\_\_\_  
Name Telephone No.

Estimated Start and Duration of Burn: \_\_\_\_\_ to \_\_\_\_\_  
Start Date (mm/dd/yyyy) End Date (mm/dd/yyyy)

Applicant Checklist:

- I am aware of the provisions regulating the open burning of landclearing debris as described in Bylaw No. 1703 – Landclearing Management Regulation Bylaw, 2009.
- I am aware of Provincial requirements related to open burning as described by the Open Burning Smoke Control Regulation, including the requirement to check the ventilation index before ignition.
- I am planning to burn a **Regulated Quantity** of landclearing debris (equivalent to a Category 3 fire), and have obtained a burn registration number from Ministry of Forests and Range; my burn registration number is: \_\_\_\_\_
- I have checked for any restrictions on open burning, or the need to acquire a permit, with the fire department. Contact Ladysmith Fire Department at (250) 245-6436 for more information.
- I will notify the Ladysmith Fire Department upon commencing burn.

THIS FORM MUST BE COMPLETED AND RETURNED TO THE LADYSMITH FIRE DEPARTMENT PRIOR TO BURN

340 6<sup>th</sup> Avenue, Ladysmith, BC  
Ph: (250) 245-6436/ Fax: (250) 245-0917  
Hours: M-F 8:00 am – 4:30 pm

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

This registration is valid for a period of 3 months from the date on which it was signed.

ADMINISTRATIVE USE ONLY:

Burn Registration No.: \_\_\_\_\_

MoFR Burn Registration number obtained? Yes / No Form forwarded to Central Island 911 on: \_\_\_\_\_

Registration Expiry: \_\_\_\_\_ Ignition Notification Received from Applicant on: \_\_\_\_\_



Town of Ladysmith

**COMMITTEE REPORT**

To: Mayor & Council  
From: Patrick Durban, Director of Parks, Recreation & Culture  
Date: December 10, 2009  
File No: 0550-20

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Re: PROTECTIVE SERVICES COMMITTEE RECOMMENDATIONS

At its meeting on November 4, 2009 the Protective Services Committee made the following recommendation :

**It was moved, seconded and carried unanimously that council be approached regarding providing Frank Jameson Community Centre with emergency power generation to meet its needs and community demands as a warming centre, and for the Town to pursue possible grants for funding.**

(PS2009-09)



Town of Ladysmith

**COMMITTEE REPORT**

To: Mayor & Council  
From: Ruth Malli, City Manager  
Date: December 4, 2009  
File No: 0550-20

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Re: ENVIRONMENT COMMISSION RECOMMENDATIONS

At its meeting on October 21, 2009 the Environment Commission recommended the following:

1. That a policy be established to achieve maximum use of native and drought resistant plantings in developments.
2. That the Town request the opinion of the Medical Health Officer regarding the impact of glyphosate spraying on the water supply.



# 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: **November**, 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	1		3
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		2		8
Assistance						1		1					2
Burning Complaint			1	4	2	1	4		1		1		14
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					1		3
Other	1		1	3		3		3	1		2		14
Hazardous Materials								1		1			2
Hydro Lines: Down / Fire	1	1									1		3
Medical Aid	3	1	1	1	1	1	2		4	2	2		18
Mutual Aid	1				2		2				2		7
MVI	2	4	5	2	3	2	5	1	4	3	2		33
Rescue													
<b>MONTH TOTALS (not incl. Practises)</b>	<b>13</b>	<b>13</b>	<b>14</b>	<b>15</b>	<b>12</b>	<b>11</b>	<b>16</b>	<b>8</b>	<b>16</b>	<b>12</b>	<b>14</b>		<b>144</b>
Practises (Totals for each Month)	4	4	5	4	4	5	4	4	5	4	4		47

### ALARMS ACTIVATED (location/owner):

- Lodge on Fourth – patient pulled fire pull stn.
- Rialto Apartments 631-1<sup>st</sup> Ave, cooking fire in oven
- Royal Canadian Legion – 1<sup>st</sup> Ave., cooking causing heat to build up setting off sensor

### COMPARISONS:

Year to Date / 09 147 (excl. practises)  
 Year to Date / 08 182 (excl. practises)  
 Year to Date / 07 159 (excl. practises)

APPROVED:

*Ray Delcourt*  
 Fire Chief

TOWN OF LADYSMITH  
 BUILDING PERMIT  
 SUMMARY REPORT  
 MONTH: NOVEMBER 2009

Commercial	Industrial	Institutional	(New) Residential	# Dwelling Units	Residential Adds / Renos	Permits This Month	Permits For Year To Date	Bldg & Pblg Permit Fees This Month	Permit Values This Month	Permit Values This Year			
\$ 15,000	1	\$ -	0	\$ 416,000	3	3	\$ 44,734	5	9	125	\$ 3,834	\$ 460,734	\$ 10,411,303

SUMMARY - YEAR TO DATE

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
\$	-	-	330,000	1,200,000	-	-	-	-	-	50,000	15,000	-	1,595,000
# of Demolitions for month =	0	0	1	1	0	0	2	0	0	1	1	-	6
\$	-	-	-	-	-	-	2,960,000	-	-	-	-	-	2,960,000
# of Demolitions for month =	0	0	0	0	0	0	1	0	0	0	0	-	1
\$	-	105,000	-	-	-	20,000	5,000	-	-	30,000	-	-	160,000
# of Demolitions for month =	0	0	0	0	0	0	1	0	0	1	0	-	6
\$	516,000	283,000	-	415,000	251,000	598,149	884,000	605,000	693,000	590,000	416,000	-	5,251,149
# of Demolitions for month =	4	3	0	3	2	4	5	5	5	5	3	-	39
\$	28,000	36,000	44,000	51,590	25,600	72,650	78,100	115,400	26,000	79,000	44,734	-	601,074
# of Demolitions for month =	4	3	0	3	2	4	5	5	5	5	3	-	39
\$	28,000	36,000	44,000	51,590	25,600	72,650	78,100	115,400	26,000	79,000	44,734	-	601,074
# of Demolitions for month =	1	3	3	8	6	8	7	9	3	7	5	-	60
\$	4,546	2,982	2,440.75	12,295	2,607	5,703	22,039	6,504	5,168	6,236	3,834	-	74,355
# of Demolitions for month =	5	7	7	12	15	13	16	19	8	14	9	-	125
\$	544,000	968,000	1,342,000	2,867,670	3,144,570	3,835,069	7,762,169	8,482,569	9,201,569	9,950,569	10,411,303	-	10,411,303

COMPARISONS

# DWELLING UNITS / VALUE	YEAR TO DATE / 09	YEAR TO DATE / 08	YEAR TO DATE / 07
	39	72	67
	\$ 5,251,149	\$ 8,063,613	\$ 9,787,775

*[Signature]*  
 BUILDING INSPECTOR

PERMITS ISSUED / VALUE	YEAR TO DATE / 09	YEAR TO DATE / 08	YEAR TO DATE / 07
	125	133	140
	\$ 10,411,303	\$ 13,172,611	\$ 15,172,014

**COASTAL ANIMAL CONTROL SERVICES OF BC LTD**

2202 Herd Rd. Duncan, BC. V9L 6A6

(250) 748-3395

**TOWN OF LADYSMITH POUND REPORT**  
November, 2009

**RECEIVED**

DEC 03 2009

<b>Disposition of Impounded Dogs</b>	<b>Current Month</b>	<b>2009 Totals</b>	
Stray dogs impounded	2	9	
Stray dogs claimed	2	8	
Stray dogs put up for adoption	0	1	
Stray dogs euthanized	0	0	
Stray livestock / cats	0	0	
<b>Calls Received and Investigated</b>	<b>7</b>	<b>75</b>	
Aggressive dogs	2	10	
Dogs at large	3	42	
Noise (barking) complaints	1	17	
Other non specific dog related calls	1	6	
Wildlife / livestock / cats	0	0	
<b>Monthly Pound and Board Fees Collected</b>	<b>\$295.00</b>	<b>\$945.00</b>	
Impound fees	\$200.00	\$750.00	
Daily board fees	\$95.00	\$195.00	
<b>Tickets issued</b>	<b>0</b>	<b>3</b>	
Unlicensed dog	\$0	\$0	
Dog at large	\$0	\$200.00	
Dangerous dog at large	\$0	\$0	
Habitually noisy	\$0	\$100.00	
<b>Licencing Statistics</b>	Tags	1	875
	Revenue	\$30.00	\$20500.00

Trevor Hughes

# RCBC



**RECYCLING  
COUNCIL OF  
BRITISH  
COLUMBIA**

Suite 10  
119 West Pender St  
Vancouver, BC  
V6B 1S5  
Canada

phone:  
(604) 683-6009

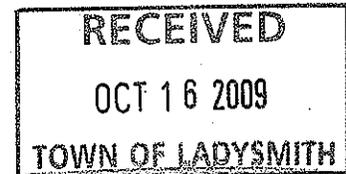
fax:  
(604) 683-7255

email:  
rcbc@rcbc.bc.ca

web:  
www.rcbc.bc.ca

October 13, 2009

Mayor Hulchins and Council  
Town of Ladysmith  
PO Box 220 Stn Main  
Ladysmith, BC V9G 1A2



Dear Mayor Hulchins and Council:

As the 2012 carbon-neutral goal approaches, more and more B.C. residents have come to rely on the Recycling Hotline. Last year the Recycling Council of B.C. (RCBC) answered more than 160,000 inquiries from people in communities like yours. That's a 40 percent increase over the previous year, and the demand keeps growing.

People ask about municipal services such as garbage, recycling and garden waste pick-up schedules, transfer station hours, landfill bans, and waste-diversion options. And the best part is your staff doesn't have to handle the calls. We do it for you, and do a great job on your behalf.

But it is unsustainable to keep taking those calls without your support.

The Hotline is funded by the members we serve. That includes many municipalities. However your community is not currently supporting this important information service. A municipal membership is based on population, ranges from \$175 to \$325 a year, and provides a range of benefits beyond the Hotline service.

Visit our web site to learn more about the Hotline, the Recyclepedia and the online Materials Exchange Programs we offer to help communities divert materials from landfills.

Municipalities across B.C. have found RCBC to be an invaluable partner in delivering pollution prevention, waste reduction and sustainability information to residents. We work together with you to keep B.C. green. But we need your support. Please join RCBC today and become a partner to prevent pollution and conserve our resources. Contact our Member Services Manager, Ben Ramos, at 604-683-6009 ext 314 or at [ben@rcbc.bc.ca](mailto:ben@rcbc.bc.ca) to set up your membership.

Remember, we're in this together. But without your support, we're really doing it alone. And that's just not sustainable. Please do give me call to discuss at 604-683-6009 ext. 307 or drop me a line at [brock@rcbc.bc.ca](mailto:brock@rcbc.bc.ca).

Sincerely,

Brock Macdonald  
Executive Director

Enc.

# RCBC



## Recycling Council of BC Membership Form 2010

Company/Organization \_\_\_\_\_

Contact person \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ Province \_\_\_\_\_ Postal code \_\_\_\_\_

Phone (\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_) \_\_\_\_\_

Email \_\_\_\_\_ Website \_\_\_\_\_  
(Required for electronic news service) (Required for webpage link to [www.rcbc.bc.ca](http://www.rcbc.bc.ca))

- Please renew my membership  
 Please sign me up as a new member (if new member, please fill out question below)

Tell us about your organization: \_\_\_\_\_

How did you hear about RCBC?: \_\_\_\_\_

Suite 10  
119 West Pender St  
Vancouver, BC  
V6B 1S5  
Canada

phone:  
(604) 683-6009

fax:  
(604) 683-7255

email:  
[rcbc@rcbc.bc.ca](mailto:rcbc@rcbc.bc.ca)

web:  
[www.rcbc.bc.ca](http://www.rcbc.bc.ca)

### Membership Categories and Annual Fees (please check box)

#### Business Sector

- |  |       |
|--|-------|
| <input type="checkbox"/> Stewardship Agencies        | \$475 |
| <input type="checkbox"/> Business (250+ employees)   | \$700 |
| <input type="checkbox"/> Business (50-240 employees) | \$440 |
| <input type="checkbox"/> Business (11-49 employees)  | \$255 |
| <input type="checkbox"/> Business (1-10 employees)   | \$110 |

#### Government Sector

- |   |       |
|---|-------|
| <input type="checkbox"/> Federal and Provincial Governments                       | \$480 |
| <input type="checkbox"/> Regional & Municipal governments (pop >500,000)*         | \$325 |
| <input type="checkbox"/> Regional & Municipal governments (pop >200,000-500,000)* | \$275 |
| <input type="checkbox"/> Regional & Municipal governments (pop >50,000-200,000)*  | \$225 |
| <input type="checkbox"/> Regional & Municipal governments (pop <50,000)*          | \$175 |

#### Non-Profit Sector

- |   |       |
|---|-------|
| <input type="checkbox"/> Industry Associations (i.e. CARI, SWANA)               | \$300 |
| <input type="checkbox"/> Institutions (hospitals, colleges, Universities)       | \$250 |
| <input type="checkbox"/> Non-Profit Organizations and Societies (5+ employees)  | \$170 |
| <input type="checkbox"/> Non-Profit Organizations and Societies (1-4 employees) | \$110 |

#### Individual

- |   |      |
|---|------|
| <input type="checkbox"/> Individuals                                  | \$65 |
| <input type="checkbox"/> Students and Seniors (non-voting membership) | \$20 |

### Payment

Please make cheques payable to the **Recycling Council of BC**

- Payment enclosed  
 Charge to my VISA or M/C (please circle one)

Name \_\_\_\_\_

Card # \_\_\_\_\_ Exp. Date \_\_\_\_\_

Signature \_\_\_\_\_

RCBC does not sell its mailing list. All information will be kept confidential. By becoming a member of RCBC, you agree to receive regular communications, event invitations and RCBC publications from RCBC. In addition, a link to your organization's website will be posted under our website's membership listing at [www.rcbc.bc.ca](http://www.rcbc.bc.ca). If you wish to opt-out of any of these membership features, please advise Ben Ramos, Privacy Policy Officer at [ben@rcbc.bc.ca](mailto:ben@rcbc.bc.ca).

**NOTE:** Membership is valid for each calendar year (January to December).

### Membership Acknowledgment

This is to confirm that I have received and agree, as a member of the Recycling Council of British Columbia, to comply with and be governed by the Constitution and Bylaws of this organization.

Signature (print name beside signature) \_\_\_\_\_ Date \_\_\_\_\_

**Recycling Council of BC - List of Participating Local Governments:**

1. Alberni Clayquot Regional District
2. Capital Regional District
3. Cariboo Regional District
4. City of Abbotsford
5. City of Burnaby
6. City of Campbell River
7. City of Chilliwack
8. City of Coquitlam
9. City of Fort St. John
10. City of Kamloops
11. City of Nanaimo
12. City of Parksville
13. City of Port Moody
14. City of Richmond
15. City of Surrey
16. City of Vancouver
17. City of Williams Lake
18. Columbia Shuswap Regional District
19. Comox Valley Regional District
20. Corporation of the District of Summerland
21. Cowichan Valley Regional District
22. District of Logan Lake
23. District of Maple Ridge
24. District of Mission
25. District of Port Hardy
26. District of Sparwood
27. Fraser Basin Council
28. Fraser Valley Regional District
29. Peace River Regional District
30. Powell River Regional District
31. Regional District of Bulkley-Nechako
32. Regional District of Central Kootenay
33. Regional District of Central Okanagan
34. Regional District of Fraser-Fort George
35. Regional District of Kitimat-Stikine
36. Regional District of Kootenay Bounday
37. Regional District of Nanaimo
38. Regional District of North Okanagan
39. Regional District of Okanagan Similkameen
40. Resort Municipality of Whistler
41. Skeena-Queen Charlotte Regional District
42. Squamish-Lillooet Regional District
43. Sunshine Coast Regional District
44. The Corporation of Delta
45. Thompson Nicola Regional District
46. Union of British Columbia Municipalities
47. Vancouver Board of Parks and Recreation