



TOWN OF LADYSMITH

A Regular Meeting of the
Council of the Town of Ladysmith
will be held in Council Chambers at City Hall on

TUESDAY, SEPTEMBER 7, 2010
at 7:00 p.m.

A G E N D A

Page

CALL TO ORDER

1. AGENDA APPROVAL

2. DELEGATIONS

3. PROCLAMATIONS

3.1 Mayor Hutchins has proclaimed:

- October 1, 2010 as "National Seniors Day"

In the Town of Ladysmith

4. MINUTES

Adoption of the following minutes:

- 4.1. August 16, 2010
- 4.2. August 24, 2010
- 4.3. August 30, 2010

1 - 3
4 - 5
6

5. BYLAWS (OCP / ZONING)

None

6. COUNCIL COMMITTEE REPORTS

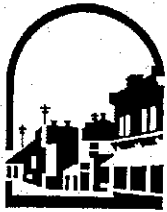
6.1. Mayor R. Hutchins

Cowichan Valley Regional District Board - Cowichan Communities Health Network (presentation)

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6.2. <u>Councillor S. Bastian</u> Advisory Planning Commission; Protective Services Committee; Youth Advisory Committee	
6.3. <u>Councillor J. Dashwood</u> Liquid Waste Management Committee; CVRD – Community Safety Advisory Committee; Downtown Business Association	
6.4. <u>Councillor S. Arnett</u> Economic Development Commission; Parks, Recreation & Culture Commission; Chamber of Commerce	
6.5. <u>Councillor D. Paterson</u> Government Services Committee; Parks, Recreation & Culture Commission; Celebrations Committee; Festival of Lights	
6.5.1. <u>Government Services Committee Recommendations</u> Recommendations from the meeting of August 16, 2010	7
6.6. <u>Councillor L. Evans</u> Heritage Revitalization Advisory Commission; Community Health Advisory Committee; Social Planning Cowichan – Affordable Housing Directorate	
6.7. <u>Councillor B. Whittington</u> Vancouver Island Regional Library Board; Advisory Design Panel; Environment Commission; Ladysmith Early Years	
7. STAFF / ADVISORY COMMITTEE REPORTS	
7.1. <u>Covenant EX60846 and Multi-family Developments – 606 Farrell Road (3360-05-02)</u>	8 – 19
• Petition from area residents dated August 28, 2010 regarding this matter is attached.	20 – 27
7.2. <u>Development Cost Charge (DCC) Review – Rate Options</u>	28 – 54
7.3. <u>Tree Canada / BC Hydro Grant</u>	55 – 56
7.4. <u>Lease Agreement – Ladysmith RCMP Detachment</u>	57 – 78
7.5. <u>Animal Control Contract Renewal – Coastal Animal Control Services of BC</u>	79 – 82
7.6. <u>Ladysmith Orca Swim Club –Five Year Sustainable Plan</u>	83 – 84
7.7. <u>Development Permit – 524 First Avenue – AYPQ Architecture (2060-10-07)</u>	85 – 92

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8. CORRESPONDENCE None.	
9. BYLAWS	
9.1. Town of Ladysmith Zoning Bylaw, 1995, No. 1160 Amendment Bylaw (No. 82), 2008, No. 1727 May be amended at second reading and read a third time as amended	93 – 96
9.2. Town of Ladysmith Road Closure, Disposition and Exchange Bylaw 2010, No. 1731 May be adopted	97 – 101
9.3. Town of Ladysmith Housing Agreement Bylaw 2010, No. 1739 May be read a first, second and third time	102 – 109
9.4. Town of Ladysmith Building and Plumbing Bylaw 1994, No. 1119, Amendment Bylaw 2010, No. 1740 May be read a first, second and third time	110
10. NEW BUSINESS None	
11. UNFINISHED BUSINESS None	
12. QUESTION PERIOD	
13. EXECUTIVE SESSION In accordance with Section 90(1) of the <i>Community Charter</i> , this section of the meeting will be held <i>In Camera</i> to consider the following items:	
<ul style="list-style-type: none">• 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;	

ADJOURNMENT



LADYSMITH

TOWN OF LADYSMITH
MINUTES OF A REGULAR SESSION OF COUNCIL
MONDAY, AUGUST 16, 2010 - 7:00 P.M.

COUNCIL MEMBERS PRESENT:

Councillor Scott Bastian Councillor Jillian Dashwood Councillor Lori Evans
Councillor Duck Paterson Councillor Bruce Whittington

COUNCIL MEMBERS ABSENT:

Mayor Rob Hutchins Councillor Steve Arnett

STAFF PRESENT:

Ruth Malli Sandy Bowden Pat Durban
Joanna Winter

CALL TO ORDER

Deputy Mayor Paterson called the meeting to order at 6:35 p.m.

EXECUTIVE SESSION

2010-369

It was moved, seconded and carried that Council retire into Executive Session at 6:35 p.m., pursuant to Section 90(1) of the Community Charter to consider the following item:

- 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

RISE AND REPORT

The Executive Session of Council rose with report on the following item at 7:42 p.m.

- Staff will proceed with the posting of the Chief Financial Officer position.

The regular session of Council convened at 7:00 p.m.

AGENDA APPROVAL

Councillor Bastian requested Council's consideration of the following addition to the agenda:

7.1 Trees and Bushes Infringing on Sidewalks

2010-370

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

DELEGATION

Darrel Byron, Royal Canadian Legion, Branch 71

Mr. Byron informed Council that the Ladysmith Branch of the Royal Canadian Legion will be hosting the 2011 Legion Highland Gathering on June 17, 18, and 19, 2011 and requested Council's support for the event, including approval of street closures for the parade on June 18.

2010-371

It was moved, seconded and carried that staff be requested to work with the Ladysmith Branch of the Royal Canadian Legion to help support a successful Legion Highland Gathering in June 2011.

MINUTES

2010-372

It was moved, seconded and carried that the Council minutes of August 3, 2010 be adopted as circulated.

**STAFF / ADVISORY
COMMITTEE REPORTS**

Cycling Infrastructure Partnerships Program (CIPP) - Bayview Street Connection

2010-373

It was moved, seconded and carried that Council authorize staff to submit an application to the Province's Cycling Infrastructure Partnerships Program (CIPP) for multi-use pathway (bike lane) improvements for the Bayview Street Connection as outlined in the Ladysmith Bicycle Plan.

2010-374

It was moved, seconded and carried that Council direct that up to \$40,000.00 from the Gas Tax Agreement be made available for the Bayview Street Connection multi-use pathway as the Town's contribution to the Province's Cycling Infrastructure Partnerships Program (CIPP) grant application, and that the Financial Plan be amended accordingly.

CORRESPONDENCE

Jeff Bray, Shaw Communications Inc.
Request for Letters of Support to CRTC

2010-375

It was moved, seconded and carried that Council write letters to the CRTC in support of Shaw Communications Inc.'s acquisition of Canwest Global's broadcasting assets, and of the company's license renewals.

BYLAWS

Heritage Revitalization Advisory Commission Bylaw 1998, No. 1279 Amendment Bylaw 2010, No. 1735

2010-376

It was moved, seconded and carried that Heritage Revitalization

Advisory Commission Bylaw 1998, No. 1279 Amendment Bylaw 2010, No. 1735 be adopted.

NEW BUSINESS

Trees and Bushes Infringing on Sidewalks

It was agreed that complaints concerning shrubbery and other plants on private property that are infringing on sidewalks be referred to staff for appropriate action.

UNFINISHED BUSINESS

Motion No. 2010-307 – July 5, 2010 Council Meeting

2010-377

It was moved, seconded and carried that Resolution No. 2010-307 from the minutes of the July 5, 2010 Regular Council meeting be amended as follows:

It was moved, seconded and carried that staff be requested to prepare a Zoning Bylaw Amendment ~~a amendment to proposed Bylaw 1727~~ with respect to definitions of occupancy and dwelling units for accessory buildings in residential zones.

QUESTION PERIOD

There were no questions from the gallery.

ADJOURNMENT

2010-378

It was moved, seconded and carried that the Regular Meeting of Council be adjourned at 7:31 p.m.

Deputy Mayor (D. Paterson)

CERTIFIED CORRECT

Corporate Officer (S. Bowden)



LADYSMITH

TOWN OF LADYSMITH
MINUTES OF A SPECIAL SESSION OF COUNCIL
TUESDAY, AUGUST 24, 2010 - 4:00 P.M.

MEMBERS OF COUNCIL PRESENT:

Mayor Rob Hutchins (Chair) Councillor Steve Arnett Councillor Bruce Whittington
Councillor Jill Dashwood

MEMBERS OF COUNCIL ABSENT:

Councillor Scott Bastian Councillor Lori Evans Councillor Duck Paterson

STAFF PRESENT:

Ruth Malli Sandy Bowden

CALL TO ORDER Mayor Hutchins called the meeting to order at 4:05 p.m.

AGENDA APPROVAL

2010-379 It was moved, seconded and carried that the agenda be adopted as circulated.

**AWARDING OF VARIOUS
CONTRACTS FOR
COMMUNITY SERVICES
CENTRE**

2010-380 It was moved, seconded and carried that the awarding of the following contracts in relation to services for the Ladysmith Community Services Centre be as follows:

Mechanical Services	Waywest Mechanical	\$279,970
Electrical Services	Tye Electrical	\$107,907
Structural & Misc. Steel	InterKraft Steel	\$35,000
Framing Labour	Blackline Contracting	\$86,270
Truss Joist Supply	Slegg Brothers	\$43,221
Masonry	Mid Island Masonry	\$19,800
Elevator	Thyssen Krupp	\$51,900

ADJOURNMENT

2010-381

It was moved, seconded and carried that this session of Council be adjourned at 4:15 p.m.

CERTIFIED CORRECT

Mayor (R. Hutchins)

Corporate Officer (S. Bowden)

Subject to Adoption



LADYSMITH

TOWN OF LADYSMITH
MINUTES OF A SPECIAL SESSION OF COUNCIL
MONDAY, AUGUST 30, 2010 - 4:45 P.M.

MEMBERS OF COUNCIL PRESENT:

Mayor Rob Hutchins (Chair)
Councillor Jill Dashwood
Councillor Duck Paterson

Councillor Steve Arnett
Councillor Scott Bastian

Councillor Bruce Whittington
Councillor Lori Evans

STAFF PRESENT:

Ruth Malli

Sandy Bowden

CALL TO ORDER

Mayor Hutchins called the meeting to order at 4:45 p.m.

AGENDA APPROVAL

2010-382

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

**AWARDING OF JANITORIAL
CONTRACT FOR TOWN
BUILDINGS**

2010-383

It was moved, seconded and carried that the contract for janitorial services for City Hall, Development Services and Public Works be awarded to ABM Janitorial Services and that the Town of Ladysmith enter into a two-year contract with ABM Janitorial Services at the rate of \$1,592 per month plus HST.

ADJOURNMENT

2010-384

It was moved, seconded and carried that this session of Council be adjourned at 4:50 p.m.

CERTIFIED CORRECT

Mayor (R. Hutchins)

Corporate Officer (S. Bowden)



Town of Ladysmith

COMMITTEE REPORT

To: Mayor & Council
From: Councillor D. Paterson, Chair
Date: September 1, 2010
File No: 0550-20

Re: GOVERNMENT SERVICES RECOMMENDATIONS - August 16, 2010

At its meeting on August 16, 2010 the Government Services Committee recommended to Council the following:

1. That the Committee recommend to Council that:
 - a) Staff be directed to implement the Trolley Advertising program as proposed
 - b) Advertising at Trolley stops be referred to the Heritage Revitalization Advisory Commission for input; and
 - c) Staff be directed to review the Sign and Canopy Bylaw and propose amendments, if required, to accommodate the placement of advertising signage at trolley stops
2. That it be recommended to Council that a letter be written to the Minister responsible for Census Canada requesting that the mandatory long census form be reinstated for the 2011 census.
3. That the Committee recommend to Council that the issues raised in the correspondence from Peter and Cathy Barter dated August 6, 2010 regarding sandwich board signs be referred to staff for review and recommendation.



Town of Ladysmith
STAFF REPORT

To: Ruth Malli, City Manager
From: Felicity Adams, Director Development Services
Date: August 31, 2010
File No: 3360-05-02

Re: Subject Properties: Lot A, District Lot 41, Oyster District, Plan VIP84543 and Strata Lots 1, 2 and 3, District Lot 41, Oyster District, Strata Plan VIS6497 (606 Farrell Road)

RECOMMENDATION(S):

Option 1

That Council not support the removal or replacement of covenant EX60846 from the titles of the properties at 606 Farrell Road (Lot A, District Lot 41, Oyster District, Plan VIP84543 and Strata Lots 1, 2 and 3, District Lot 41, Oyster District, Strata Plan VIS6497).

Option 2

That Council supports the replacement of covenant EX60846 with a new covenant which specifies multi-family design guidelines that will guide the form of development on Lot A, District Lot 41, Oyster District, Plan VIP84543 (except part in Strata Plan VIS6497) and Strata Lots 1, 2 and 3, District Lot 41, Oyster District, Strata Plan VIS6497, subject to the applicant placing easements on the titles of Lot 1, 2 and 3, Strata Plan VIS6497 to improve access to the two portions of Lot A, District Lot 41, Oyster District, Plan VIP84543; AND THAT the Mayor and Corporate Officer be authorized to sign the required documents to replace the covenant EX60846.

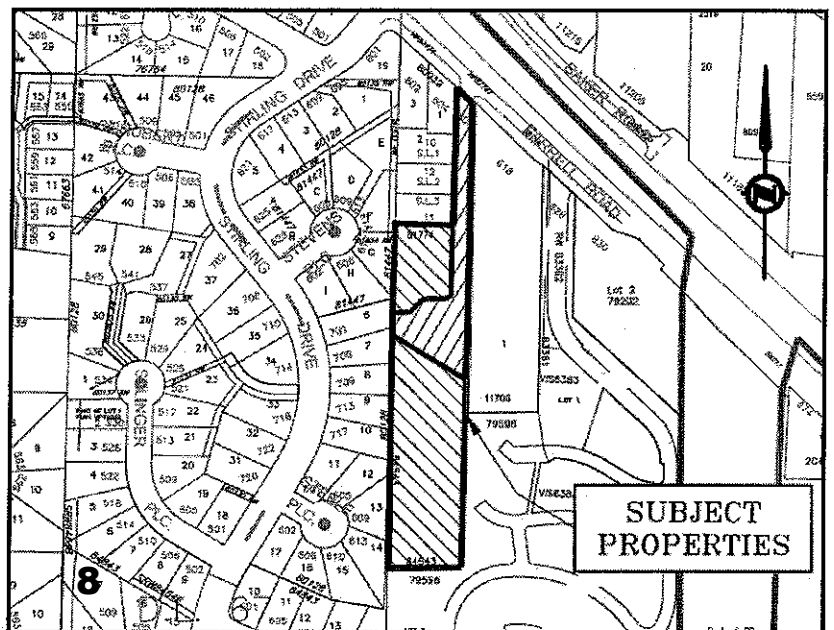
PURPOSE:

To consider a request from Ms. Darlene Kelt (as well as the owner of strata unit 3, Mr. Carleton) who wishes to replace covenant EX60846 from the certificate of titles for the lands at 606 Farrell Road.

INTRODUCTION/BACKGROUND:

On July 19, 2010 Council passed the following motion:

It was moved, seconded and carried that the applicant requesting the replacement of covenant EX60846 from the titles of the properties at 606



Farrell Road (Lot A, District Lot 41, Oyster District, Plan VIP84543 and Strata Lots 1, 2 and 3, District Lot 41, Oyster District, Strata Plan VIS6497) demonstrate to Council that they have notified the adjacent neighbours of their intent to remove or replace the covenant and include with the notification a development concept for the properties at 606 Farrell Road which demonstrates the full potential of the Medium Density Residential (R-3-A) zone.

In 2005 Ms. Kelt completed an Official Community Plan amendment and rezoning process with the Town of Ladysmith in which the subject properties were designated as 'Multi-Family Residential' and were zoned to the 'Medium Density Residential Zone (R-3-A)'. As part of the rezoning process covenant EX60846 was registered on the certificate of titles for the land. In general, the purpose of the covenant is to give the Town the ability to control the form of development that was to occur on the site (see attached Schedule A: Covenant EX60846). Due to the particular nature of the covenant EX60846 there is a level of uncertainty for a potential purchaser about what can be done with the land, thus Ms. Kelt is requesting that the covenant be removed or replaced.

SCOPE OF WORK:

Ms. Kelt mailed a letter and development concept plan to the affected adjacent neighbours on August 12, 2010 explaining her request to replace the covenant. Three adjacent neighbours made inquiries of Development Services staff to ensure they understood the nature of Ms. Kelt's request and they were informed of the timelines and process for providing their comments to Council. At the time of writing this report, correspondence from neighbours had not been received.

ALTERNATIVES:

The options presented to Council for consideration are:

- 1) That Council not support removing or replacing covenant EX60846.
- 2) That Council support replacing covenant EX60846 with a new covenant that contains clearer development guidelines and require that the applicant provide easements to secure access to the two portions of Lot A, VIP84543.

FINANCIAL IMPLICATIONS:

Typically, development applications are processed on a fee (cost recovery) basis. Replacing a covenant does not have a fee associated.

LEGAL IMPLICATIONS:

Covenant EX60846 was placed on the title of the properties due to a rezoning of the lands that occurred in 2005.

CITIZEN/PUBLIC RELATIONS IMPLICATIONS:

Ms. Kelt mailed a letter to adjacent neighbours on August 12, 2010 explaining her request to replace the covenant and included a development concept. Also, notification and a public hearing occurred in 2005 to rezone the subject properties to Medium Density Residential (R-3-A).

INTERDEPARTMENTAL INVOLVEMENT/IMPLICATIONS:

Ms. Kelt's request was presented to the Director of Public Works and Director of Parks, Recreation, and Culture for comment.

RESOURCE IMPLICATIONS:

Processing land related requests is a function of the Development Services Department.

ALIGNMENT WITH SUSTAINABILITY VISIONING REPORT

At the time a development concept is submitted for the subject properties the plans will be reviewed in relation to the 'Visioning Report' recommendations. The proposed new covenant conditions, being the multi-family design guidelines, are based on the Visioning Report.

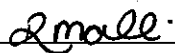
ALIGNMENT WITH STRATEGIC PRIORITIES:

At the time a development concept is submitted for the subject properties staff will ensure that effective land use planning and community design is practiced.

SUMMARY:

The properties at 606 Farrell Road were rezoned in 2005 to Medium Density Residential (R-3-A). As part of that rezoning a covenant was registered on title. The owner, Ms. Kelt, is requesting that covenant EX060846 be removed or replaced.

I concur with the recommendation.



Ruth Malli, City Manager

ATTACHMENTS:

Schedule A: Proposed new covenant conditions
Schedule B: Covenant EX60846

Schedule A: New Covenant Conditions (3360-05-02)

Design Guidelines for Multi-family Developments

In 2008 the Town of Ladysmith completed an 'experienced-driven' community planning "Visioning" process which identified a sustainability strategy for the Town and identified a preferred character for the community. The "Design Guidelines" and "Green Building Guidelines" listed below are consistent with the Official Community Plan (Bylaw 1488) and are intended to guide the form of multi-family development towards the Ladysmith vision.

Multi-Family Development Design Guidelines

The objectives of the 'Multi-family Development Design Guidelines' are to ensure that site planning and architectural elements are of a human scale and create a sense of neighbourhood identity through a coherent architectural language with regard to form, site orientation, landscaping, and streetscape elements (Ladysmith: A Community Vision for a Sustainable West Coast Town – Appendix 1: Public Preference Handbook). The following guidelines apply to multi-family development.

- The scale, bulk, mass, character shape and form of new development should relate positively to neo-heritage, eco-responsive, and Pacific North West architectural character, which is expressed through the following features.
 - The exterior design of individual residential units and clusters of residential units should include façade modulation, attractive window patterns, roof line changes, alternating dormers, gables, stepped roofs, building plane material changes, and variations in colour.
 - Street front porches and patios are encouraged as architectural features and useable private outdoor space.
 - The front building elevation should not be dominated by the garage.
 - Windows, decks and balconies and landscape design shall respect privacy, sunlight exposure and views/privacy of neighbouring properties.
 - Exterior building design elements, details, and materials should create a well-proportioned and unified building form.

- Site planning should demonstrate urban site design elements, including consideration of:
 - Homeowner privacy, avoiding the casting of shadows on private outdoor space, and allowing for an engaging street presence.
 - Usable, attractive and well integrated public space networks.
 - Parking areas of smaller groupings of clustered parking, and landscape design including automobile to pedestrian pathways and alternative storm water management.
 - Buildings oriented towards a public road.
 - Avoiding side by side placement of identically designed homes.

Multi-Family Development Green Building Guidelines

The objectives of the 'Green Building Guidelines' are to promote sustainable development which strives to reduce energy consumption, water and material use, and reduces impacts to the sites and ecosystems in which they are located (Ladysmith: A Community Vision for a Sustainable West Coast Town – Strategy #3).

Multi-family developments should consider a combination of the following green features:

- **Water Conservation:** In each individual unit install water meters, low flow plumbing fixtures, and supplement irrigation systems with rain water collection systems.

- **Landscape Design:** Use native and drought tolerant plants; manage stormwater on-site, include an opportunity for a community garden; provide pedestrian trail linkage opportunities; use permeable driveways and walkways where possible to reduce surface run-off and to enhance landscaped areas; and use rainwater collection to supplement irrigation.
- **Energy Conservation:** Demonstrate commitment to 'Energy Star Canada' building standards with regards to selecting an energy efficient heating and cooling system; energy efficient windows, patios, and doors; and energy efficient insulating of the walls and ceiling.

Land Title Act
FORM C
(Section 219)
Province of
British Columbia

26 MAY 2005 10 11

EX060846

GENERAL DOCUMENT - PART-1

(This area for Land Title Office use)

Page 1 of 7 pages

1. Application: (Name, address, phone number and signature of applicant's solicitor or agent)

P. Durban, Manager of Corporate Services
Town of Ladysmith, PO Box 220
Ladysmith, B.C. V9G 1A2

Telephone: 245-6400

2. Parcel Identifier(s) and Legal Description(s) of Land: *

(PID)

(Legal Description)

017-026-351 and 017-026-369

Lot 1 & 2, District Lot 41, Oyster District, Strata Plan VIS2063
(11226 Farrell Road)

3. Nature of Interest: *
Description

Document Reference:
(page and paragraph)

Person Entitled to Interest:

Section 219 Covenant

ENTIRE INSTRUMENT

Transferee

4. Terms: Part 2 of this instrument consists of (select one only)

02 05/05/26 10:11:50 02 VI 635762
CHARGE \$64.75

- (a) Filed Standard Charge Terms
- (b) Express Charge Terms
- (c) Release

D.F. No.

Annexed as Part 2

There is no Part 2 of this instrument

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument. If (c) is selected, the charge described in Item 3 is released or discharged as a charge on the land described in Item 2.

5. Transferor(s): *

DARLENE KELT
1-11226 FARRELL ROAD
LADYSMITH, B.C. V9G 1K7

6. Transferee(s): * (including postal address(es) and postal code(s))

TOWN OF LADYSMITH
PO BOX 220, 410 ESPLANADE
LADYSMITH, B.C. V9G 1A2

7. Additional or modified terms: *

N/A

Land Title Act
FORM C

(Section 219)
Province of British Columbia
GENERAL INSTRUMENT - PART 1

(This area for Land Title Office use)

Page 2 of 7 pages

- 8. Execution(s): This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Officer Signature(s)

Execution Date

Transferor's signature(s)

1/B. Robson 2005/04/18
 Name

DARLENE KELT

[Signature]

DOUGLAS B. ROBSON
BARRISTER & SOLICITOR
 22 High Street Box 1890
 Ladysmith, B.C. V8G 1B4
 Tel: (250) 245-7141

[Signature] 2005/04/20
 Name

TOWN OF LADYSMITH by its authorized signatories:

Lynda Survent
 COMMISSIONER
 FOR TAKING AFFIDAVITS
 FOR BRITISH COLUMBIA
 BOX 220
 LADYSMITH, BC
 V0R 2E0

[Signature]
 Mayor: ROBERT HITCHENS

[Signature]
 Manager of Corporate Services: PATRICK DURBAN

(as to both signatures)

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public, or other person authorized by the Evidence Act, R.S.B.C. 1979.c.116, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.

- * If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E
- ** If space insufficient, continue executions on additional Page(s) in Form D

TERMS OF INSTRUMENT - PART 2

SECTION 219 DEVELOPMENT COVENANT

THIS AGREEMENT dated for reference APRIL 20, 2005 is

BETWEEN: DARLENE KELT
1-12266 FARRELL ROAD
LADYSMITH, BRITISH COLUMBIA V9G 1K7
("Owner")

AND: TOWN OF LADYSMITH
PO BOX 220, 410 ESPLANADE
LADYSMITH, BRITISH COLUMBIA V9G 1A2
("Municipality")

GIVEN THAT:

- A. The Owner is the registered owner in fee simple of the land in the Town of Ladysmith legally described as follows:
Lot 1 & 2, District Lot 41, Oyster District, Strata Plan VIS2063 (11226 Farrell Road)
("Land");
- B. It is proposed that the Land be developed for 15 multi-family townhouse dwelling units;
- C. Section 219 of the *Land Title Act* permits the registration of a covenant of a negative or positive nature in favour of a municipality in respect of the use of land or buildings on land, the subdivision of land and the preservation of land or a specified amenity on the land; and
- D. The Owner wishes to grant, and the Municipality accepts, the s. 219 covenant contained in this Agreement over the Land,

THIS AGREEMENT is evidence that in consideration of payment of Two (\$2.00) Dollars by the Municipality to the Owner (the receipt of which is acknowledged by the Owner), and in consideration of the promises exchanged below, the Owner covenants and agrees with the Municipality in accordance with section 219 of the *Land Title Act* as follows:

No Development or Subdivision

- 1. The Owner covenants and agrees with the Municipality that:
 - (a) the Land must not be subdivided;
 - (b) construction or placement of any building on the Land is prohibited;

- (c) no building permit may be applied for, except for any addition to any existing building and structure that is less than 10% of the existing floor area and the Municipality is not obliged to issue any building permit, in respect of the Land; and
- (d) no occupancy permit may be applied for, and the Municipality is not obliged to issue any occupancy permit, in respect of the Land.

Exception To Section 1

- 2. Section 1 does not apply if the Owner has complied with section 3. For clarity, if the Owner does not seek approval of plans, drawings and specifications as contemplated by section 3, section 1 continues to apply in perpetuity.

Approval of Specifications

- 3. (a) The Owner must deliver to the Municipality two sets of preliminary plans, drawings and specifications, prepared by or for the Owner in respect of the Land. The owner must cause all portions and aspects of the preliminary plans, drawings and specifications to be prepared by an architect or professional engineer, as applicable.
- (b) The Municipality must, within 30 days after receipt of the submittal under section (a), give notice to the Owner whether or not the submittal is accepted in the sole and unfettered discretion of the Municipality.
- (c) If the Municipality does not accept the submittal under section (b), the Municipality must provide reasons for not accepting any submittal and the Owner must consider those reasons in revising the submittal.
- (d) The Owner must revise any submittal that the Municipality has not accepted and must resubmit it to the Municipality within reasonable time after its non-acceptance.
- (e) If the Municipality accepts a submittal, including any submittal revised by the Owner under section (d), the Municipality must promptly give notice to that effect to the Owner.
- (f) Upon their acceptance by the Municipality, which acceptance is solely for the accepted plans, drawings and specifications are the Specifications. Acceptance by the Municipality of plans, drawings or specifications under this section does not make the Municipality in any way liable or responsible for compliance of the plans, drawings or specifications with any applicable enactments, including building bylaws, the B.C. Building Code or any other enactment respecting building safety or health, the responsibility for which remains the sole risk and responsibility of the Owner.

Regulation of Building On the Land

4. The Owner covenants and agrees with the Municipality that the Land may only be developed and built upon in accordance with the Specifications. For clarity, the Owner covenants and agrees with the Municipality that no building or structure may be constructed or placed on the Land other than a building or structure constructed or placed in accordance with the Specifications.

Municipality's Representative

5. Any opinion, decision, act or expression of satisfaction provided for in this Agreement is to be taken or made by the Municipality's Approving Officer or his or her delegate.

Indemnity

6. The Owner releases, and must indemnify and save harmless, the Municipality, its elected and appointed officials and employees, from and against all liability, actions, causes of action, claims, damages, expenses, costs, debts, demands or losses suffered or incurred by the Owner, or anyone else, arising from the granting or existence of this Agreement or from any breach of this Agreement by the Owner.

No Liability in Tort

7. The parties agree that this Agreement creates only contractual obligations and obligations arising out of the nature of this document as a covenant under seal. The parties agree that no tort obligations, or liabilities of any kind exist between the parties in connection with the performance of, or any default under or in respect of, this Agreement. The intent of this section is to exclude tort liability of any kind and to limit the parties to their rights and remedies under the law of contract and under the law pertaining to covenants under seal.

No Obligations on Municipality

8. The rights given to the Municipality by this Agreement are permissive only and nothing in this Agreement imposes any duty of any kind on the Municipality to anyone, or obliges the Municipality to enforce this Agreement, to perform any act or to incur any expense for, any of the purposes set out in this Agreement. Where the Municipality is required or permitted by this Agreement to form an opinion, exercise a discretion, make a determination or give its consent, the Owner agrees that the Municipality is under no public law duty of fairness or natural justice in that regard and agrees that the Municipality may do any of those things in the same manner as if it were a private party and not a public body.

No Effect On Laws or Powers

9. This Agreement does not
- (a) affect or limit the discretion, rights, duties or powers of the Municipality or the Approving Officer for the Municipality under any enactment or at common law, including in relation to the use or subdivision of the Land,
 - (b) affect or limit any enactment relating to the use or subdivision of the Land, or
 - (c) relieve the Owner from complying with any enactment, including in relation to the use or subdivision of the Land.

Covenants Runs With the Land

10. Every obligation and covenant of the Owner in this Agreement constitutes both a contractual obligation and a covenant granted under s. 219 of the *Land Title Act* in respect of the Land and this Agreement burdens the Land and runs with it and binds the successors in title to the Land. This Agreement burdens and charges all of the Land and any parcel into which it is subdivided by any means and any parcel into which the Land is consolidated. The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Land.

Registration

11. The Owner agrees to do everything reasonably necessary, at the Owner's expense, to ensure that this Agreement is registered against title to the Land with priority over all financial charges, liens and encumbrances registered, or the registration of which is pending, at the time of application for registration of this Agreement, including all options to purchase, rights of first refusal, profits a prendre, mortgages and assignments of rents.

Waiver

12. An alleged waiver of any breach of this Agreement is effective only if it is an express waiver in writing of the breach in respect of which the waiver is asserted. A waiver of a breach of this Agreement does not operate as a waiver of any other breach of this Agreement.

Severance

13. If any part of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.

No Other Agreements

14. This Agreement is the entire agreement between the parties regarding its subject.

Enurement

15. This Agreement binds the parties to it and their respective successors, heirs, executors and administrators.

Further Acts

16. The Owner must do everything reasonably necessary to give effect to the intent of this Agreement, including execution of further instruments.

Deed and Contract

17. By executing and delivering this Agreement each of the parties intends to create both a contract and a deed executed and delivered under seal.

As evidence of their agreement to be bound by the above terms, the parties each have executed and delivered this Agreement under seal by executing Part 1 of the *Land Title Act* Form C to which this Agreement is attached and which forms part of this Agreement.

END OF DOCUMENT

RECEIVED
SEP - 1 2010

Rob Hutchins, Ladysmith Mayor
Ladysmith Council

Aug 28'10

Felicity Adams, Director Development Services, Ladysmith

Dennis Zarbo, 701 Stirling Dr Robert Lepschi, 3-626 Farrell Rd

Duncan McLaurin, 705 Stirling Dr John Garstang, 4-626 Farrell Rd

Clay Wilcox, 709 Stirling Dr Gerald Wells, 5-626 Farrell Rd

Sonny Hockey, 713 Stirling Dr Gerry Stasiuk, 6-626 Farrell Rd

Charlie Wallace, 606 Stevens Pl Allan Hook, 7-626 Farrell Rd

June Binns, 614 Stevens Pl Darrell Martin, 12-626 Farrell Rd

Lynne McDermott 606 Farrell Rd #3

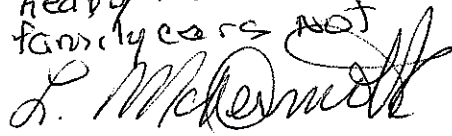
Subject: Ladysmith Covenant EX60846 – proposed change

Dear Mayor Hutchins;

We the owners of the residences listed above; stakeholders; received a copy of a proposal; of which only three of the residents on adjacent properties received a copy from Darlene Kelt; to change the existing land use covenant EX60846 for property owned by Darlene Kelt, 11-606 Farrell Rd. See attached. The properties listed above are adjacent to the property at 11-606 Farrell Rd. In reviewing the proposed changes for the land use of the 11-606 Farrell Rd property the stakeholders feel that the proposal will have a very negative impact on the use, enjoyment and sale ability of the residences at the addresses listed above. The proposed changes in the attached drawing appear to be excessive density for this site and given that the land immediately behind 11-606 Farrell Rd is treed; several mature arbutus and coniferous trees on the perimeter and in the ravine in the upper area of the property; the proposed changes would significantly alter the natural site and appearance. Tree retention to maintain the existing natural environment, increased noise and future sale ability are our primary concerns regarding any future use of this property. Additionally, we are also concerned about the loss of existing siting privacy and very concerned that any proposed construction could negatively affect the water views we currently enjoy and was a main consideration for the purchase of the properties listed above. While we agree the owner of 11-606 Farrell Rd is entitled to sell the property for development, we feel that the proposed changes to the existing covenant EX60846 for future development would not follow the existing Official Community Plan; Schedule C: Design Guidelines for Multi-family Developments; relating to the sustainability strategy, neo-heritage and eco-responsive elements of the guidelines.

The stakeholders are therefore asking that Council retain the existing covenant EX60846 and not consider any proposed changes to the existing Official Community Plan until a formal development plan application is received by the town for the subject property within EX60846 guidelines. Additionally, the site plan included with the proposal, has no scale indicated, which increases our concerns for the proposed increased density in any future development. Please communicate Council's decision to the above listed residences and if there are questions regarding the proposal, that any decision by Council be deferred until further consultation with the affected stakeholders. Thank you.

p.s. - Also the easement used for traffic in and out of the proposed development is not a road for heavy traffic but minimal access for family cars not 5th wheels or boats. Motorhomes and the like



Dennis Zarbock

Duncan McLaurin

Clay Wilcox

Sonny Hockey

Charlie Wallace

June Binns

Robert Lepschi

John Garstang

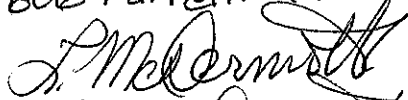
Gerald Wells

Gerry Stasiuk

Allan Hook

Darrell Martin


*Lynne McDermott
606 Farrell Rd #3*



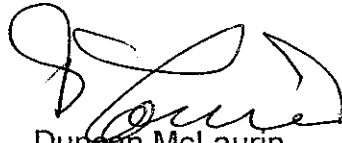
p.s. L. McDermott

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Yours sincerely,



Dennis Zarbock



Duncan McLaurin



Clay Wilcox



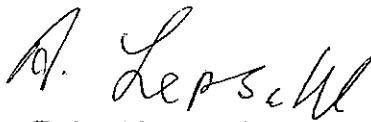
Sonny Hockey



Charlie Wallace



June Binns

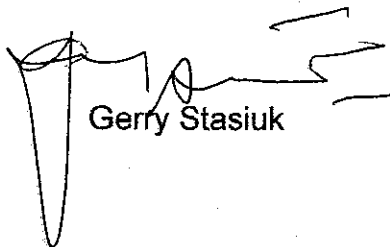


Robert Lepschi




John Garstang

Gerald Wells



Gerry Stasiuk



Allan Hook



Darrell Martin

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Duncan McLaurin

Clay Wilcox

Sonny Hockey

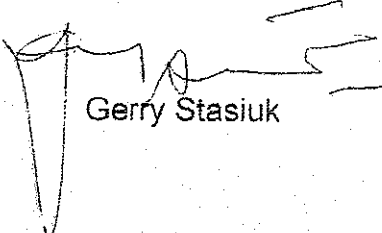
Charlie Wallace

June Binns

Robert Lepschi

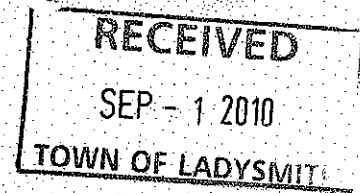
John Garstang


Gerald Wells


Gerry Stasiuk

Allan Hook

Darrell Martin



Dear Neighbours:

I am the owner of the property located at 606 Farrell Rd. (Lot A, District Lot 41, Oyster District, Plan VIP84543 and Strata Lots 1, 2 and 3 Oyster District, Strata Plan VIS6497). In 2005 my property was zoned Medium Density Residential (R-3-A) and a development plan for 15 units was approved. This plan had 14 units on the lower property and 1 proposed home (my own) on the rear 1.10 acre leaving the rear area of the property partly in its natural state. At that time I signed covenant EX60846 the purpose of which was to give the Town the ability to control the form of development that was to occur on the site.

As I now wish to sell the property I find that with the covenant in its present state there is a level of uncertainty for a potential purchaser about what can be done with the land. I am proposing to replace the covenant with the attached "Design Guidelines for Multi-Family Developments".

To help you visualise what the future development may look like I have enclosed a site plan of how the next developer may plan their development.

If you have any questions or would like more information I can be reached at darkel@shaw.ca.

Schedule C: Design Guidelines for Multi-family Developments

In 2008 the Town of Ladysmith completed an 'experience-driven' community planning "Visioning" process which identified a sustainability strategy for the Town and identified a preferred character for the community. The "Design Guidelines" and "Green Building Guidelines" listed below are consistent with the Official Community Plan (Bylaw 1488) and are intended to guide the form of multi-family development towards the Ladysmith vision.

Multi-Family Development Design Guidelines

The objectives of the 'Multi-Family Development Design Guidelines' are to ensure that site planning and architectural elements are of a human scale and create a sense of neighbourhood identity through a coherent architectural language with regard to form, site orientation, landscaping, and streetscape elements (Ladysmith: A Community Vision for a Sustainable West Coast Town - Appendix 1: Public Preference Handbook). The following guidelines apply to multi-family development.

- The scale, bulk, mass, character shape and form of new development should relate positively to neo-heritage, eco-responsive, and Pacific North West architectural character, which is expressed through the following features.
 - The exterior design of individual residential units and clusters of residential units should include facade modulation, attractive window patterns, roof line changes, alternating dormers, gables, stepped roofs, building plane material changes, and variations in colour.
 - Street front porches and patios are encouraged as architectural features and useable private outdoor space.
 - The front building elevation should not be dominated by the garage.
 - Windows, decks and balconies and landscape design shall respect privacy, sunlight exposure and views/privacy of neighbouring properties.
 - Exterior building design elements, details, and materials should create a well-proportioned and unified building form.

- Site planning should demonstrate urban site design elements, including consideration of:
 - Homeowner privacy, avoiding the casting of shadows on private outdoor space, and allowing for an engaging street presence.
 - Usable, attractive and well integrated public space networks.
 - Parking areas of smaller groupings of clustered parking, and landscape design including automobile to pedestrian pathways and alternative storm water management.
 - Buildings oriented towards a public road.
 - Avoiding side by side placement of identically designed homes.

Multi-Family Development Green Building Guidelines

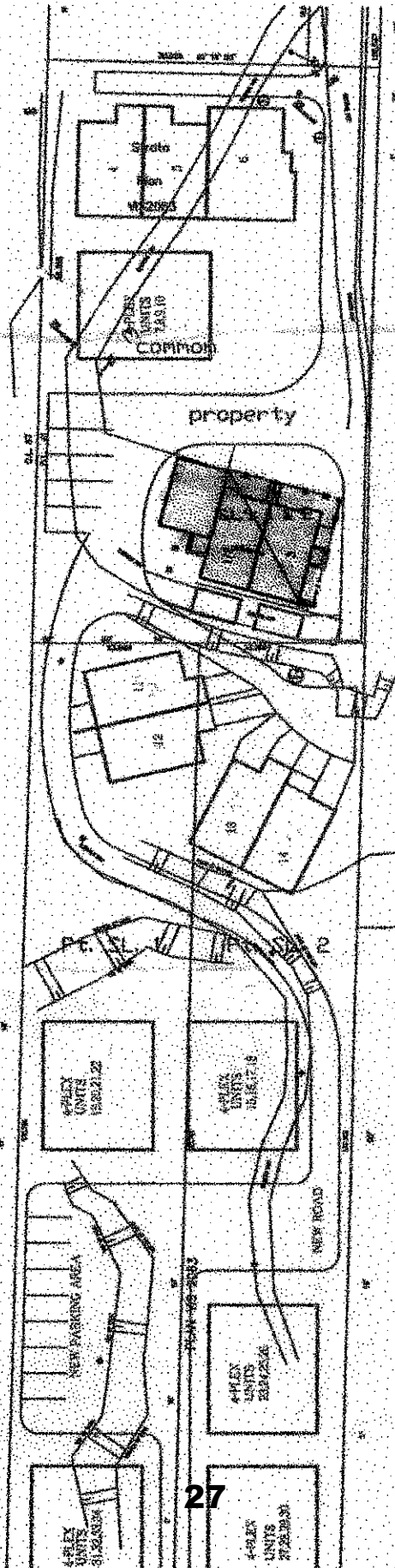
The objectives of the 'Green Building Guidelines' are to promote sustainable development which strives to reduce energy consumption, water and material use, and reduces impacts to the sites and ecosystems in which they are located (Ladysmith: A Community Vision for a Sustainable West Coast Town - Strategy #3).

Multi-family developments should consider a combination of the following green features:

- **Water Conservation:** In each individual unit install water meters, low flow plumbing fixtures, and supplement irrigation systems with rain water collection systems.
- **Landscape Design:** Use native and drought tolerant plants; manage stormwater on-site, include an opportunity for a community garden; provide pedestrian trail

linkage opportunities; use permeable driveways and walkways where possible to reduce surface run-off and to enhance landscaped areas; and use rainwater collection to supplement irrigation.

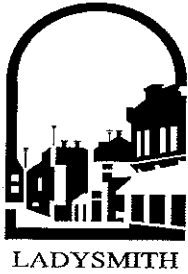
- **Energy Conservation:** Demonstrate commitment to 'Energy Star Canada' building standards with regards to selecting an energy efficient heating and cooling system; energy efficient windows, patios, and doors; and energy efficient insulating of the walls and ceiling.



11708

existing units

AREA 1 PLAN 11708



Town of Ladysmith

STAFF REPORT

To: Ruth Malli, City Manager
From: Felicity Adams, Director of Development Services
Date: August 26, 2010
File No: 3900-07 DCC Review

Re: DEVELOPMENT COST CHARGE (DCC) REVIEW – RATE OPTIONS

RECOMMENDATION(S):

That Council provide direction to staff regarding:

- (1) Preferred DCC rate option,
- (2) Preferred DCC rebate/waiver options for developments with low environmental impact, and
- (3) Proceeding with stakeholder consultation.

PURPOSE:

The purpose of this report is to supplement the DCC staff report dated June 30, 2010 (attached) by providing an additional DCC rate option for Council's consideration.

INTRODUCTION/BACKGROUND:

At its meeting held July 5, 2010, Council directed that the Waterfront projects and the Parks projects on the DCC project list be amended from 100% benefit factor to 67% benefit factor. In addition, the Farrell Road projects were also similarly amended as an option for Council to consider. Council also directed that an additional option for developments with low environmental impact be considered, i.e. waiving DCCs in the Downtown. The revised DCC rates for Option 7 are attached in a Memo from the DCC Consultant. The impact on the total 'DCC Recoverable' and the 'Municipal Responsibility' can be compared on the attached Project Lists.

SCOPE OF WORK:

- (1) *Preferred DCC Rate Option*

The attached Memos from the DCC consultant outline a series of rate options for Council to consider. The new Option 7 is based on the original project list with amendments to the Waterfront projects, Parks projects and Farrell Road projects.

- (2) *Preferred DCC Rebate/Waiver Options for Developments with Low Environmental Impact*

Council provided direction on consideration of a DCC-free designation for certain developments in the Downtown core.

The area being considered as the Downtown core is known as the Downtown Specified Area. In the Official Community Plan, the land use designations within this area include: Downtown Core, Downtown Mixed-Use and Highway Commercial. This is also the area used to define the downtown in the Community Sustainability Visioning Initiative.

Based on investor inquiries, economic conditions, in-stream applications and issued development permits, anticipated Downtown development in the short-term (1-5 years) is:

- 15% to 30% of the projected multiple family units (10-20 units)
- 10% to 50% of the projected commercial floor space (935 m² to 4675 m² new buildings/additions)

(3) *Next Steps*

The next steps in the bylaw review process are:

- Council direction on preferred rates and green rebate/waiver options
- Stakeholder consultation
- Bylaw preparation and readings
- Provincial approval

Once direction has been finalized by Council, bylaws would be prepared. The first bylaw would establish the DCC rates; it requires approval by the Province (Inspector of Municipalities). The specific terms of the rebate or waiver related to development with a low environmental impact would be outlined in a separate bylaws.

ALTERNATIVES:

That Council provide additional direction on new DCC rates and “green” rebate / waiver options.

FINANCIAL IMPLICATIONS:

The collection of DCCs based on current project costs is an important element of the Town’s wise financial management (Strategic Direction A). Rates were last updated in 2000.

Current rates are shown in the table below.

Land Use		Roads	Sanitary Serer	Water	Storm Drainage	Parks	Total
Single Family	Per dwelling unit	\$3460.36	503.56	2694.96	467.73	1758.15	\$8884.77
Small lot Single Family	Per dwelling unit	\$3114.32	453.20	2425.47	420.96	1758.15	\$8172.11
Multi Family Residential	Per dwelling unit	\$2768.29	402.85	2155.97	280.64	1406.52	\$7014.27
Commercial	Per m2 of gross floor area	\$17.30	1.06	5.66	0.98		\$25.00
Industrial	Per m2 of gross floor area	\$5.19	0.50	2.69	0.47		\$8.86

LEGAL IMPLICATIONS:

The adoption of the new DCC Bylaw establishing rates requires approval of the Inspector of Municipalities.

CITIZEN/PUBLIC RELATIONS IMPLICATIONS:

The stakeholder review process would include notice to the development community, an advertisement in the local newspaper to invite the public, and posting on the Town's website.

INTERDEPARTMENTAL INVOLVEMENT/IMPLICATIONS:

All departments have been involved in the development of the proposal.

RESOURCE IMPLICATIONS:

The cost of the DCC Bylaw Review project is included in the Financial Plan for 2010.

ALIGNMENT WITH SUSTAINABILITY VISIONING REPORT:

In support of the consideration of waiving DCCs in the Downtown for development that is designed to result in a low environmental impact, the Downtown chapter in the Visioning Report provides the following:

- To keep its character, all efforts need to be made to make the "boutique" downtown model work, including increasing the population in the downtown, and ensuring a very high quality public realm, by encouraging consistency in urban form and building design.
- The OCP policies for the Downtown support an increase in residential density which is the most influential criteria for a sustainable downtown.

ALIGNMENT WITH STRATEGIC PRIORITIES:

Effective land use planning and community design is Strategic Direction B, including developing green initiatives such as including green incentives in the DCC bylaw.

The completion of the DCC Bylaw Review is one of Council's Top 25 strategic priorities.

SUMMARY:

One of Council's Top 25 strategic directions is the DCC Bylaw review. This report provides an update on options for new DCC rates given Council direction, updated project costs and the introduction of additional "green" options.

I concur with the recommendation.



Ruth Malli, City Manager

ATTACHMENTS:

- Memo dated August 26, 2010 and Revised DCC Project List
- Council Agenda item 8.1 – July 5, 2010. (Staff Report dated June 30, 2010 and attachments).



MEMO

TO: FELICITY ADAMS, DIRECTOR OF DEVELOPMENT SERVICES

FROM: SHERRY HURST, LEFTSIDE PARTNERS INC.
ALLAN NEILSON-WELCH, NEILSON-WELCH CONSULTING INC.

DATE: AUGUST 26, 2010

RE: DCC UPDATE

This memo is in response to Council's direction provided after a review of six draft DCC rate options in July. Council directed that both the Waterfront and parks projects be adjusted to reflect a 67% benefit factor. In addition, as an option, the Farrell Road projects have also been reduced to a 67% benefit factor from 100%. The resulting rates, referenced in this memo as Option 7, are as follows:

Land Use	Unit	Roads	Sanitary	Water	Storm	Parks	Total
Single Family Residential	per dwelling unit	\$4,100	\$4,228	\$3,620	\$799	\$3,102	\$15,848
Small Lot Single Family	per dwelling unit	\$3,690	\$2,642	\$2,263	\$360	\$2,792	\$11,746
Multi-Family Residential	per dwelling unit	\$2,509	\$2,349	\$2,011	\$216	\$2,481	\$9,567
Downtown Multi-Family	per dwelling unit	\$1,619	\$2,349	\$2,011	\$173	\$2,481	\$8,634
Commercial	per m ² of gross floor area	\$96.38	\$7.05	\$6.03	\$3.00	\$0.00	\$112.46
Downtown Commercial	per m ² of gross floor area	\$64.26	\$4.23	\$3.62	\$1.80	\$0.00	\$73.90
Industrial	per m ² of gross floor area	\$28.93	\$6.04	\$5.17	\$2.57	\$0.00	\$42.71
Institutional - Care Facility	per bed	\$1,139	\$1,468	\$1,257	\$107	\$1,551	\$5,522
Institutional	per m ² of gross floor area	\$64.00	\$15.95	\$13.66	\$6.29	\$0.00	\$99.90

Waiving DCCs in the Downtown

At its July 5 meeting, Council discussed the idea of having no DCCs for the Downtown Specified Area. With the most recent changes to the *Local Government Act*, the Town can now waive or reduce DCCs for the downtown area on the basis that downtown development represents "a development that is designed to result in a low environmental impact." Downtown developments have lower environmental impacts due in part to the higher densities permitted, reduced need for driving due to the proximity of services, as well as the fact that much of the infrastructure needed – trunk services and roads – already exist. While this reduced impact is taken account in the DCC rates already proposed for downtown development, Council has the option to further reduce or waive these rates through a separate bylaw.

Waiving the DCCs for downtown development would reduce the amount of money collected that goes toward the projects identified in the DCC program. The result is that additional funds would be needed to make up the shortfall, and complete those projects. Because the *Local Government Act* requires that any waived DCCs be calculated and reported in the new "annual DCC report," Council and staff would have a good indicator of the impact of the waiver. That information would enable Council and staff to monitor the impacts of the waiver and determine whether to continue with that approach.



The amount of downtown DCCs that Council would be waiving depends upon the final DCC rates determined by Council. In addition, the impact of a waiver would vary depending upon the duration of the waiver, as well as the amount and type of downtown development during that period. Based on the proposed Option 7 rates shown above, as well as the estimated levels of downtown development over the proposed 22-year DCC program¹, downtown multi-family development is estimated to contribute approximately \$622,000 in DCCs, and downtown commercial development is estimated to add another \$691,000. Put differently, the combined multi-family and commercial downtown development is anticipated to contribute an average of \$60,000 per year in DCCs. However, it is important to emphasize that development rarely occurs in consistent increments; it is much more likely that there will be years of activity, followed by years where no development occurs. Due to the anticipated peaks and valleys of development activity, it is more relevant for Council to consider the short term downtown development prospects when contemplating whether to waive DCCs. Development prospects will provide a better indicator of anticipated revenues from DCCs, and the impacts of foregoing those revenues, in the short term.

Unlike a bylaw which establishes DCC rates, a bylaw to waive or reduce DCCs for developments with low environmental impacts does not need approval by the Inspector of Municipalities. It can therefore be established or removed with Council's support at any time during a DCC program.

NEXT STEPS

After Council is satisfied with the DCC rates, the next step will be a stakeholder meeting to discuss the proposed rates and changes with the development community.

¹ The DCC growth estimates include 72 multi-family residential units and 9,350m² of commercial development in the downtown over the 22-year period.

TOWN OF LADYSMITH - DEVELOPMENT COST CHARGE ESTIMATES

DCC COST ESTIMATES (Road Projects)

0.01

Year	Project	Cost	Comments & Description	Benefit Factor	Benefit to New Development	Municipal Assist Factor	DCC Recoverable	Municipal Responsibility
1	Roberts St. from 2nd to 4th Ave	\$600,000.00	Includes curb & gutter, sidewalk, traffic calming, landscaping street lights, and storm drainage.	67%	\$402,000	1% \$4,020	\$397,980	\$202,020
2	Walkem Rd. from 4th Ave to 628 Walkem Rd.	\$775,000.00	Includes curb & gutter, sidewalk, traffic calming, landscaping street lights, and storm drainage.	67%	\$519,250	\$5,193	\$514,058	\$260,943
3	South Davis Rd. from Hall Rd. to South Battle Dr.	\$700,000.00	Includes curb & gutter, sidewalk, traffic calming, landscaping street lights, and storm drainage.	67%	\$469,000	\$4,690	\$464,310	\$235,690
4	4th Ave. & 4th Ave ext. Alderwood Rd. to Belaire St.	\$3,900,000.00	Includes curb & gutter, sidewalk, traffic calming, landscaping street lights, and storm drainage.	67%	\$2,613,000	\$26,130	\$2,586,870	\$1,313,130
5	Dunsmuir Cres. From Malone Rd. to 6th Ave.	\$650,000.00	Includes curb & gutter, sidewalk, traffic calming, landscaping and storm drainage.	67%	\$435,500	\$4,355	\$431,145	\$218,855
6	Malone Rd. from Mackie Rd. to Sivers Plc.	\$190,000.00	Includes sidewalk, traffic calming and landscaping	67%	\$127,300	\$1,273	\$126,027	\$63,973
7	6th Ave. from Melhuan St. to Symonds St.	\$1,700,000.00	Includes curb & gutter, sidewalk, traffic calming, landscaping street lights, and storm drainage.	67%	\$1,139,000	\$11,390	\$1,127,610	\$572,390
8	Symonds St. from 2nd. to 4th Ave.	\$1,200,000.00	Includes curb & gutter, sidewalk, traffic calming, landscaping street lights, and storm drainage.	67%	\$804,000	\$8,040	\$795,960	\$404,040
9	Bulter St. from Esplanade Ave. to 4th Ave.	\$1,140,000.00	Includes curb & gutter, sidewalk, traffic calming, landscaping street lights, and storm drainage.	67%	\$763,800	\$7,638	\$756,162	\$383,838
10	High St. 2nd. To 3rd. Ave.	\$310,000.00	Includes curb & gutter, sidewalk, traffic calming, landscaping street lights, and storm drainage.	67%	\$207,700	\$2,077	\$205,623	\$104,377
11	2nd Ave Retaining Wall from French St. past Warren St. (Length 140.0m)	\$320,000.00	Based on Duncan Engineering Design	67%	\$214,400	\$2,144	\$212,256	\$107,744
12	Waterfront	\$1,700,000.00	Based on Herold Engineering Design & Estimate	67%	\$1,139,000	\$11,390	\$1,127,610	\$572,390
13	Dogwood/Belaire to Stephenson	\$1,000,000.00	Calculated 25% higher than year 2000 estimate Includes curb & gutter, sidewalk, traffic calming, landscaping and storm drainage.	67%	\$670,000	\$6,700	\$663,300	\$336,700
14	DL 108 road access	\$230,000.00		67%	\$154,100	\$1,541	\$152,559	\$77,441
15	Collectors/downtown sidewalks & blvds	\$250,000.00	landscaping, street lighting, Blvd improvements	67%	\$167,500	\$1,675	\$165,825	\$84,175
16	Bicycle infrastructure	\$500,000.00	bike lanes (on and off road)	67%	\$335,000	\$3,350	\$331,650	\$168,350
17	Russell Road - Ballou to Hooper	\$400,000.00	Includes curb & gutter, sidewalk, traffic calming, landscape, street lights and storm drainage	67%	\$268,000	\$2,680	\$265,320	\$134,680
18	First Avenue	\$1,333,750.00	Includes curb & gutter, sidewalk, traffic calming, landscape, and storm drainage	67%	\$893,613	\$8,937	\$884,676	\$442,324
Totals		\$17,098,750.00			\$11,456,163	\$114,582	\$11,341,601	\$5,757,149

DCC COST ESTIMATES (Water Projects)

Year	Project	Cost	Comments & Description	Benefit Factor	Benefit to New Development	Municipal Assist Factor	DCC Recoverable	Municipal Responsibility
1	Farrell Rd. from Sterling Dr. to South Waits Rd.	\$740,000.00	Includes main line, fittings, service line and water meters	67%	\$495,800	\$4,958	\$490,842	\$249,158
2	Craig Rd end to Fluswell Rd.	\$375,000.00	Approx 750m of 300mm pipe	80%	\$300,000	\$3,000	\$297,000	\$78,000
3	Distribution Network Improvement Projects	\$1,600,000.00	Includes main line, fittings, service line and water meters	40%	\$640,000	\$6,400	\$633,600	\$966,400
4	Waterfront Infrastructure	\$1,300,000.00	Upgrade of all 100mm pipes approx. 4800m Calculated 25% higher than year 2000 estimates	67%	\$871,000	\$8,710	\$862,290	\$487,710
5	Water Supply Improvement	\$8,912,500.00	Water improvements up to 18,000 population. The option for long term supply. With present population of 8,100 suggested DCC portion is 55% (18000-8100)/18000	55%	\$4,901,875	\$49,019	\$4,852,856	\$4,059,644
Totals		\$12,927,500.00			\$7,205,675	\$72,087	\$7,133,588	\$6,790,912

TOWN OF LADYSMITH - DEVELOPMENT COST CHARGE ESTIMATES

DCC COST ESTIMATES (Storm Projects)

Year	Project	Cost	Comments & Description	Benefit Factor	Benefit to New Development	Municipal Assist Factor	DCC Recoverable	Municipal Responsibility
1	3rd. Ave from Roberts St. to Flume Line	\$260,000.00	Includes main line, manholes, catch basin and service lines	67%	\$174,200	\$1,742	\$172,458	\$87,542
2	Flume Line from 4th. Ave. to 1st. Ave.	\$260,000.00	Includes main line, manholes, catch basin and service lines	67%	\$174,200	\$1,742	\$172,458	\$87,542
3	Stillin Dr. Easement from Symonds St. to Walkem Rd.	\$380,000.00	Lining 750 mm Trunk Main	67%	\$254,600	\$2,546	\$252,054	\$127,946
4	D1108 storm sewer (on 4th access)	\$72,000.00		67%	\$48,240	\$482	\$47,758	\$24,242
5	Bayview Ave. from Dogwood Dr. to TCH	\$320,000.00	Includes main line, manholes, catch basin and service lines	67%	\$214,400	\$2,144	\$212,256	\$107,744
6	Waterfront Infrastructure	\$1,175,000.00	Calculated 25% higher than year 2000 estimate	67%	\$787,250	\$7,873	\$779,378	\$395,623
Totals		\$2,467,000.00			\$1,652,890	\$16,529	\$1,636,361	\$890,639

TOWN OF LADYSMITH - DEVELOPMENT COST CHARGE ESTIMATES

DCC COST ESTIMATES (Sanitary Sewer Projects)

Year	Project	Cost	Comments & Description	Benefit Factor	Benefit to New Development	Municipal Assist Factor	DCC Recoverable	Municipal Responsibility
1	Farrell Rd. from Stirling Dr. to South Watts Rd.	\$1,100,000.00	Includes main line, manholes, service line and two lift stations	67%	\$737,000	\$7,370	\$729,630	\$370,370
2	Lining old line from Strathcona to lane near Cenotaph	\$250,000.00		100%	\$250,000	\$2,500	\$247,500	\$2,500
3	Waterfront	\$850,000.00	Calculated 25% higher than year 2000 estimate	67%	\$569,500	\$5,695	\$563,805	\$286,195
4	Sewage Treatment Upgrade [Secondary Treatment]	\$13,900,000.00	For 15,000 Population (grant accounted for)	46%	\$6,394,000	\$63,940	\$6,330,060	\$7,569,940
5	Sewage Treatment Upgrade (beyond 15,000 pop)	\$4,000,000.00	\$19.5 million project, with 7.3 spent in 2009, \$3.3 grant remaining as at Jan 2010 Extra to buildout for 30,000 Population	0%	\$0	\$0	\$0	\$4,000,000
Totals		\$20,100,000.00			\$7,950,500	\$79,505	\$7,870,995	\$12,229,005

DCC COST ESTIMATES (Parks Acquisition and Improvement Projects)

Year	Project	Cost	Comments & Description	Benefit Factor	Benefit to New Development	Municipal Assist Factor	DCC Recoverable	Municipal Responsibility
P1	Rocky Creek Trail	\$240,000.00		67%	\$160,800	\$1,608	\$159,192	\$80,808
P2	Holland Creek Community Park/School	\$300,000.00		67%	\$201,000	\$2,010	\$198,990	\$101,010
P3	108 Playing Field	\$5,000,000.00		67%	\$3,350,000	\$33,500	\$3,316,500	\$1,683,500
P4	FJCC/High School Fields	\$1,000,000.00		67%	\$670,000	\$6,700	\$663,300	\$336,700
P5	Aggie	\$1,350,000.00		67%	\$904,500	\$9,045	\$895,455	\$454,545
P6	Golf course	\$90,000.00		67%	\$60,300	\$603	\$59,697	\$30,303
P7	Beach Access Points	\$30,000.00		67%	\$20,100	\$201	\$19,899	\$10,101
P8	New Holland Creek Trails	\$500,000.00		67%	\$335,000	\$3,350	\$331,650	\$168,350
P9	DL 146 (Lot A)	\$200,000.00		67%	\$134,000	\$1,340	\$132,660	\$67,340
P10	Neighbourhood Park	\$100,000.00		67%	\$67,000	\$670	\$66,330	\$33,670
P11	Waterfront Park	\$1,500,000.00		67%	\$1,005,000	\$10,050	\$994,950	\$505,050
P12	Russell Road (2 fields)	\$750,000.00		67%	\$502,500	\$5,025	\$497,475	\$252,525
Totals		\$17,090,000.00			\$7,410,209.00	\$74,102.80	\$7,336,098	\$3,723,902.00



Town of Ladysmith
STAFF REPORT

To: Ruth Malli, City Manager
From: Felicity Adams, Director of Development Services
Date: June 30, 2010
File No:

Re: **DEVELOPMENT COST CHARGE (DCC) BYLAW REVIEW – RATE OPTIONS & REBATES FOR DEVELOPMENTS WITH LOW ENVIRONMENTAL IMPACT**

RECOMMENDATION(S):

That Council provide direction to staff regarding:

- (1) Preferred DCC rate option
- (2) Preferred DCC rebate option for developments with low environmental impact
- (3) Proceeding with stakeholder consultation – September 2010.

PURPOSE:

The purpose of this report is to provide DCC Rate options for the consideration of Council. The rate options have been updated based on direction received in November, 2009 and updated project lists.

INTRODUCTION/BACKGROUND:

The current DCC Bylaw was adopted in 2000. Project costs have doubled since that time.

In November 2008, Council provided direction on proposed new DCC rates, including maintaining the 1% assist factor on all DCCs, including Waterfront DCC projects and the introduction of reduced DCC rates for downtown development (a “green” option). Since that time, project cost lists have been updated and the consultant has further examined “green” options for DCC rebates, based on new approaches introduced by the Province in Bill 27.

In November 2009, a presentation was provided by the DCC Consultant to Government Services Committee regarding revised rate options and a rebate option for developments with low environmental impact (Bill 27).

Updated DCC rate options are presented in the attached memos. The updated project list is also attached to this report.

SCOPE OF WORK:

The next steps in the bylaw review process are:

- Council direction on preferred rates and green rebate option (July 2010)
- Stakeholder consultation (September 2010)
- Bylaw preparation and readings (October/November 2010)
- Provincial approval (TBD)

Once direction has been finalized by Council, two bylaws would be prepared. The first bylaw would establish the DCC rates; it requires approval by the Province (Inspector of Municipalities). The specific terms of the rebate related to a reduction in current water use/sewer flow standard would be outlined in a separate bylaw.

The June 29, 2010 consultants' memo presents six rate options. In summary, they are:

- Option 1 – All projects included (Highest DCC rates)
- Option 2 – No South Ladysmith¹ projects
- Option 3 – Waterfront roads included
- Option 4 – Waterfront roads included, no South Ladysmith
- Option 5 – No waterfront
- Option 6 – No waterfront, no South Ladysmith (Lowest DCC rates)

ALTERNATIVES:

That Council provide additional direction on the new DCC rates and "green" rebate options.

FINANCIAL IMPLICATIONS:

The collection of DCCs based on current project costs is an important element of the Town's wise financial management (Strategic Direction^A). Rates were last updated in 2000.

Current rates are shown in the table below

Land Use		Roads	Sanitary Sewer	Water	Storm Drainage	Parks	Total
Single Family	Per dwelling unit	\$3460.36	503.56	2694.96	467.73	1758.15	\$8884.77
Small lot Single Family	Per dwelling unit	\$3114.32	453.20	2425.47	420.96	1758.15	\$8172.11
Multi Family Residential	Per dwelling unit	\$2768.29	402.85	2155.97	280.64	1406.52	\$7014.27
Commercial	Per m2 of gross floor area	\$17.30	1.06	5.66	0.98		\$25.00
Industrial	Per m2 of gross floor area	\$5.19	0.50	2.69	0.47		\$8.86

LEGAL IMPLICATIONS:

The adoption of the new DCC Bylaw establishing rates requires approval of the Inspector of Municipalities.

¹ South Ladysmith Projects means 'Water Main & Meters' and 'Sanitary Sewer Main and 2 lift stations' - Farrell Road from Sterling Drive to S. Watts Rd.

CITIZEN/PUBLIC RELATIONS IMPLICATIONS:

The stakeholder review process would include notice to the development community, an advertisement in the local newspaper, and posting on the Town's website.

INTERDEPARTMENTAL INVOLVEMENT/IMPLICATIONS:

All departments have been involved in the development of the proposal.

RESOURCE IMPLICATIONS:

The cost of the DCC Bylaw Review project is included in the Financial Plan for 2010.

ALIGNMENT WITH STRATEGIC PRIORITIES:

Effective land use planning and community design is Strategic Direction B, including developing green initiatives such as including green incentives in the DCC bylaw.

The completion of the DCC Bylaw Review is one of Council's Top 25 strategic priorities.

SUMMARY:

One of Council's Top 25 strategic directions is the DCC Bylaw review. This report provides an update on options for new DCC rates given previous Council direction, updated project costs and the introduction of additional "green" options.

I concur with the recommendation.

Ruth Malli, City Manager

ATTACHMENTS:

- DCC Project List
- Memo dated November 10, 2009 regarding DCCs for Developments with Low Environmental Impact, prepared by Sherry Hurst, Leftside Partners Inc., and Allan Neilson-Welch, Neilson-Welch Consulting Inc.
- Memo dated June 29, 2010 regarding DCC Update - Rate Options prepared by Sherry Hurst, Leftside Partners Inc., and Allan Neilson-Welch, Neilson-Welch Consulting Inc.

TOWN OF LADYSMITH - DEVELOPMENT COST CHARGE ESTIMATES

Road DCC Projects & Cost Estimates

Project	Cost	Comments & Description	Benefit Factor	DCC Recoverable	Municipal Responsibility
1 Roberts St. from 2nd to 4th Ave	\$600,000	Includes curb & gutter, sidewalk, traffic calming, landscaping street lights, and storm drainage.	67%	\$397,980	\$202,020
2 Walkem Rd. from 4th. Ave to 628 Walkem Rd.	\$775,000	Includes curb & gutter, sidewalk, traffic calming, landscaping street lights, and storm drainage.	67%	\$514,058	\$260,943
3 South Davis Rd. from Hall Rd. to South Battie Dr.	\$700,000	Includes curb & gutter, sidewalk, traffic calming, landscaping street lights, and storm drainage.	67%	\$464,310	\$235,690
4 4th Ave. & 4th Ave ext. Alderwood Rd. to Belaire St.	\$3,900,000	Includes curb & gutter, sidewalk, traffic calming, landscaping street lights, and storm drainage.	67%	\$2,586,870	\$1,313,130
5 Dunsmuir Cres. From Malone Rd. to 6th. Ave.	\$650,000	Includes curb & gutter, sidewalk, traffic calming, landscaping and storm drainage.	67%	\$431,145	\$218,855
6 Malone Rd. from Mackie Rd. to Sivers Plc.	\$190,000	Includes sidewalk, traffic calming, and landscaping	67%	\$126,027	\$63,973
7 6th. Ave. from Methuen St. to Symonds St.	\$1,700,000	Includes curb & gutter, sidewalk, traffic calming, landscaping street lights, and storm drainage.	67%	\$1,127,610	\$572,390
8 Symonds St. from 2nd. to 4th. Ave.	\$1,200,000	Includes curb & gutter, sidewalk, traffic calming, landscaping street lights, and storm drainage.	67%	\$795,960	\$404,040
9 Buller St. from Esplanade Ave. to 4th. Ave.	\$1,140,000	Includes curb & gutter, sidewalk, traffic calming, landscaping street lights, and storm drainage.	67%	\$756,162	\$383,838
10 High St. 2nd. To 3rd. Ave.	\$310,000	Includes curb & gutter, sidewalk, traffic calming, landscaping street lights, and storm drainage.	67%	\$205,623	\$104,377
11 2nd. Ave Retaining Wall from French St. pass Warren St. (Length 140.0m)	\$320,000	Based on Duncan Engineering Design	67%	\$212,256	\$107,744
12 Waterfront	\$1,700,000	Based on Herold Engineering Design & Estimate Calculated 25% higher than year 2000 estimate	100%	\$1,683,000	\$17,000
13 Dogwood-Belaire to Stephenson	\$1,000,000	Includes curb & gutter, sidewalk, traffic calming, landscaping and storm drainage.	67%	\$663,300	\$336,700
14 DL 108 road access	\$230,000		67%	\$152,559	\$77,441
15 Collectors/downtown sidewalks & blvds	\$250,000	landscaping, street lighting, blvd improvements	67%	\$165,825	\$84,175
16 Bicycle infrastructure	\$500,000	bike lanes (on and off road)	67%	\$331,650	\$168,350
17 Russell Road - Ballou to Hooper	\$400,000	Includes curb & gutter, sidewalk, traffic calming, landscape, street lights and storm drainage	67%	\$265,320	\$134,680
18 First Avenue	\$1,533,750	Includes curb & gutter, sidewalk, traffic calming, landscape, and storm drainage	67%	\$1,017,336	\$516,414
Totals	\$17,098,750			\$11,896,991	\$5,201,759

DCC COST ESTIMATES

Water DCC Projects & Cost Estimates

Project	Cost	Comments & Description	Benefit Factor	DCC Recoverable	Municipal Responsibility
1 Farrell Rd. from Sterling Dr. to South Watts Rd.	\$740,000	Includes main line, fittings, service line and water meters	100%	\$732,600	\$7,400
2 Craig Rd end to Russell Rd.	\$375,000	Approx 750m of 300mm pipe	80%	\$297,000	\$78,000
3 Distribution Network Improvement Projects	\$1,600,000	Includes main line, fittings, service line and water meters	40%	\$633,600	\$966,400
4 Waterfront Infrastructure	\$1,300,000	Upgrade of all 100mm pipes approx. 4800m Calculated 25% higher than year 2000 estimates	100%	\$1,287,000	\$13,000
5 Water Supply Improvement	\$8,912,500	Water improvements up to 18,000 population. The option for long term supply. With present population of 8,100 suggested DCC portion is 55% (18000-8100)/18000	55%	\$4,852,856	\$4,059,644
Totals	\$12,927,500			\$7,803,056	\$5,124,444

Stormwater DCC Projects & Cost Estimates

Project	Cost	Comments & Description	Benefit Factor	DCC Recoverable	Municipal Responsibility
1 3rd. Ave from Roberts St. to Flume Line	\$260,000	Includes main line, manholes, catch basin and service lines	67%	\$172,458	\$87,542
2 Flume Line from 4th. Ave. to 1st. Ave.	\$260,000	Includes main line, manholes, catch basin and service lines	67%	\$172,458	\$87,542
3 Stillin Dr. Easement from Symonds St. to Walkem Rd.	\$380,000	Lining 750 mm Trunk Main	67%	\$252,054	\$127,946
4 DL108 storm sewer (on 4th access)	\$72,000		67%	\$47,758	\$24,242
5 Bayview Ave. from Dogwood Dr. to TCH	\$320,000	Includes main line, manholes, catch basin and service lines	67%	\$212,256	\$107,744
6 Waterfront Infrastructure	\$1,175,000	Calculated 25% higher than year 2000 estimate	100%	\$1,163,250	\$11,750
Totals	\$2,467,000			\$2,020,234	\$446,766

DCC COST ESTIMATES

Revised June 2010

Sanitary Sewer DCC Projects & Cost Estimates

Project	Cost	Comments & Description	Benefit Factor	DCC Recoverable	Municipal Responsibility
1 Farrell Rd. from Stirling Dr. to South Watts Rd.	\$1,100,000	Includes main line, manholes, service line and two lift stations	100%	\$1,089,000	\$11,000
2 Lining old line from Strathcona to lane near Cenotaph	\$250,000		100%	\$247,500	\$2,500
3 Waterfront	\$850,000	Calculated 25% higher than year 2000 estimate	100%	\$841,500	\$8,500
4 Sewage Treatment Upgrade [Secondary Treatment]	\$15,000,000	For 15,000 Population (\$4.5 grant accounted for)	46%	\$6,831,000	\$8,169,000
5 Sewage Treatment Upgrade (beyond 15,000 pop)	\$4,000,000	Extra to buildout for 30,000 Population	0%	\$0	\$4,000,000
Totals	\$21,200,000			\$9,009,000	\$12,191,000

Parks Acquisition and Improvement DCC Projects & Cost Estimates

Project	Cost	Comments & Description	Benefit Factor	DCC Recoverable	Municipal Responsibility
P1 Rocky Creek Trail	\$240,000		90%	\$213,840	\$26,160
P2 Holland Creek Community Park/School	\$300,000		90%	\$267,300	\$32,700
P3 108 Playing Field	\$5,000,000		90%	\$4,455,000	\$545,000
P4 FJCC/High School Fields	\$1,000,000		90%	\$891,000	\$109,000
P5 Aggie	\$1,250,000		90%	\$1,202,850	\$147,150
P6 Golf course	\$90,000		90%	\$80,190	\$9,810
P7 Beach Access Points	\$30,000		90%	\$26,730	\$3,270
P8 New Holland Creek Trails	\$500,000		90%	\$445,500	\$54,500
P9 DL 146 (Lot A)	\$200,000		90%	\$178,200	\$21,800
P10 Neighbourhood Park	\$100,000		90%	\$89,100	\$10,900
P11 Waterfront Park	\$1,500,000		90%	\$1,336,500	\$163,500
P12 Russell Road (2 fields)	\$750,000		90%	\$668,250	\$81,750
Totals	\$11,060,000			\$9,854,460	\$1,205,540

DCC COST ESTIMATES



MEMO

TO: FELICITY ADAMS, MANAGER OF DEVELOPMENT SERVICES

FROM: SHERRY HURST, LEFTSIDE PARTNERS INC.
ALLAN NEILSON-WELCH, NEILSON-WELCH CONSULTING INC.

DATE: NOVEMBER 10, 2009

RE: DCCS FOR DEVELOPMENTS WITH LOW ENVIRONMENTAL IMPACT

The Town of Ladysmith's review of its DCC program and the corresponding rates has always had, as one of its primary objectives, the goal of ensuring that costs are allocated fairly among land uses, and that inherent in the rates is recognition of the lower infrastructure costs and impacts of higher density developments. The proposed approach, already endorsed by Council, is therefore based upon the following "green" principles, which are consistent with the Ladysmith community vision as articulated through its recent vision process:

- Rates that vary not only by land use, but by density – the use of various residential lot types (single-family, small lot, multi-family) encourages more compact, and higher density projects through lower per unit costs for higher density projects (commensurate with the lower infrastructure impacts of higher density development).
- Area specific policy for the downtown core – consistent with the Town's OCP, the DCC recognizes the reduced impact of development in the downtown area, due to a combination of the higher densities permitted, the walkability of the downtown core, the trolley service, and the mix of land uses and services available in the downtown that eliminate the need for multiple vehicle trips.

During the DCC review process, the Province passed new legislation – Bill 27 – that amended the *Local Government Act*, enabling municipalities to waive or reduce development cost charges for developments that are designed to have a "low environmental impact."

The ability to waive or reduce development cost charges introduces a wrinkle into the relationship created when DCCs are established. Ideally, developments that have lower impacts on infrastructure should already be paying lower development charges. The reason this is not always the case is because even though one development uses less water, or eliminates all stormwater run-off, the infrastructure planned for the Town has already been sized and designed to deal with average anticipated loads, flows or volumes. Two or three developments opting for a greener approach do not necessarily affect the cost of the works of the infrastructure needed by the greater community. So in many cases, only if the standards of the works planned by the City – the width of roads, the size of trunk sewer and water, etc. – are changed, will cost savings be realized by the Town. Accordingly, any waiving of the applicable DCC for a development with a lower environmental impact, would in fact be unrelated to the actual cost of the infrastructure for which the Town is levying the DCC. In other words, waiving or further reducing the development cost charge related to any one particular development due to its green approach, simply requires the waived amount to be recovered through other means by the Town. This scenario shifts the burden from the developer onto existing taxpayers. All

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CONSULTANTS TO GOVERNMENT



DCCs are supported in part by existing taxpayers through the "municipal assist" factor. However, in the past it has been the Town's policy to keep the assist factor to the minimum contribution allowable in the legislation, which is 1%.

There are, however, specific components of the Town's DCC program where a development with a low environmental impact is more likely to have a corresponding reduction in the cost to the Town. The Town of Ladysmith's DCC program includes upgrades to water storage capacity, as well as sanitary sewer treatment. In both these instances, if individual developments use significantly less water than the anticipated average, and generate significantly less sewer flows, this will make more efficient use of the existing infrastructure, and delay the need for upgrades. Put differently, this will allow for a greater number of developments to be accommodated, and the associated DCCs collected, before the capacity upgrades are required. A reduction of the DCC to those developments that can demonstrate a significant reduction in water use or sewer flows, should therefore be entitled to reductions in the cost of that portion of the DCC program. The cost or burden of such reductions would not be borne by existing taxpayers, but instead are offset by cost savings in the system. These types of reductions are therefore in keeping with the fairness, relative impact and user pay principles upon which the DCCs are based, and represent an opportunity to provide some incentives for developers to build greener projects without shifting the burden to taxpayers.

PROPOSED APPROACH

DCCs are based upon averages, and by definition averages take into account the fact that some users will have a higher impact, and others lower. Accordingly, minimal reductions in water usage will likely be offset by others who use slightly more than the average. Reduced DCC rates should therefore only apply to projects that achieve significant reductions in water usage and sewer flows, so that they have a meaningful impact on the average. A 50% reduction from the current water usage standard for any given land use has been selected through discussions with the Town's staff. By reducing water consumption by 50%, this should also have a significant impact on the resulting sewage flows, although not necessarily to a corresponding amount (i.e. staff estimate that a 50% water reduction would translate into a 30% reduction in sewage flows). This percentage reduction could be altered based on review of the bylaw at a later date to determine whether the target was achievable, and the reward of sufficient incentive, for developers within the Town. Furthermore, the Town can obtain feedback on the reduction target during its stakeholder DCC review meeting planned as the next step in the DCC review process.

It is anticipated that the reduced rates would be provided at the time of building permit for most uses, or at the subdivision approval stage for single family uses. Applicants would submit engineering reports that calculate and provide details of anticipated water savings through a variety of measures planned in the development, including (but not limited to) low-flow fixtures, greywater recycling, use of rain barrels, or other innovative approaches. Single family subdivisions will have to provide assurances, such as covenants, that the resulting homes and homeowners will comply with the water reduction strategy in order to receive the discounted DCC rates.

The following rates therefore encompass the approach and land use categories already endorsed by Council, combined with the sewer/water reductions referenced above. In addition, although already brought before Council at a previous date, the option of removing the waterfront costs that are a part of the current DCC program, is once again provided, due to the significance of changes since the last time Council reviewed the rates.

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NEILSON-WELCH
CONSULTANTS TO GOVERNMENT



Option 1

The rates resulting from the approach explained above are as follows. This option includes waterfront infrastructure costs in the DCC program.

Land Use	Unit	Roads	Sanitary	Water	Storm	Parks	Total
Single Family Residential	per dwelling unit	\$3,837	\$3,362	\$3,935	\$1,038	\$4,942	\$17,104
Small Lot Single Family	per dwelling unit	\$3,453	\$2,095	\$2,459	\$467	\$4,448	\$12,923
Multi-Family Residential	per dwelling unit	\$2,348	\$1,862	\$2,186	\$281	\$3,954	\$10,631
Downtown Multi-Family	per dwelling unit	\$1,645	\$1,862	\$2,186	\$225	\$3,954	\$9,872
Commercial	per m ² of gross floor area	\$81.39	\$5.59	\$6.56	\$3.89	\$0.00	\$97.42
Downtown Commercial	per m ² of gross floor area	\$46.51	\$3.35	\$3.93	\$2.33	\$0.00	\$56.13
Industrial	per m ² of gross floor area	\$27.03	\$4.79	\$5.62	\$3.34	\$0.00	\$40.77
Institutional - Care Facility	per bed	\$862	\$1,164	\$1,366	\$138	\$2,471	\$6,002
Institutional	per m ² of gross floor area	\$56.29	\$12.65	\$14.85	\$8.17	\$0.00	\$91.95

The reduced rates for developments that use 50% less than water than the Town's design standards are as follows:

Land Use	Unit	Proposed DCC Rate	Rebate	Reduced Rates
Single Family Residential	per dwelling unit	\$17,104	\$2,094	\$15,010
Small Lot Single Family	per dwelling unit	\$12,923	\$1,308	\$11,614
Multi-Family Residential	per dwelling unit	\$10,631	\$1,163	\$9,468
Downtown Multi-Family	per dwelling unit	\$9,872	\$1,163	\$8,709
Commercial	per m ² of gross floor area	\$97.42	\$3.49	\$93.94
Downtown Commercial	per m ² of gross floor area	\$56.13	\$2.09	\$54.04
Industrial	per m ² of gross floor area	\$40.77	\$2.99	\$37.78
Institutional - Care Facility	per bed	\$6,002	\$727	\$5,275
Institutional	per m ² of gross floor area	\$91.95	\$7.90	\$84.05

Option 2

Option 2 is based on the same rationale as referenced above, but excludes costs associated with infrastructure for the waterfront. The total combined cost of these projects is \$5,025,000. The following explanation of the rationale for including and for excluding the waterfront costs was provided to Council in July of last year, but given the subsequent changes, staff felt it was prudent to confirm Council's approach.

Pros/Cons

A reasonable argument can be made on both sides of the issue on whether to include or remove the waterfront infrastructure costs. There is no "right" or "wrong" approach. The rationale for excluding these costs can be summarized as follows:

- The waterfront represents a distinct area where the extension of services serve primarily the developers, and not the greater public. The costs should therefore be borne directly by the benefiting developers, and not growth in general;



- As a comparison, the extension of trunk services for the Holland Creek development are not included in the current or proposed DCC program due to the limited benefit to residents other than the immediate neighbourhood. The same policy can apply to the waterfront;
- It is anticipated that a developer would front-end the service extensions/upgrades to facilitate development in the waterfront area, and recover the costs from adjacent developers through latecomer agreement;
- Given the uncertainty about the development that will ultimately occur here, a new land use scheme is likely to emerge, necessitating new servicing estimates as well as an associated comprehensive financing strategy. If DCCs are to be collected, they should be based on updated estimates, land uses and financing mechanisms determined at that time.

To elaborate, the waterfront can be viewed as essentially a “greenfield” (or in this case brownfield) development. In a greenfield situation, often the services are required prior to the development occurring, so that there is rarely sufficient DCC revenue from the associated development to finance the service extension. The local government often resorts to borrowing to pay for the project, and only in limited situations can they recover the interest charges through the DCC. Therefore developers are often expected to front end the cost of extending services and recover funds through a latecomer’s agreement that requires other developers to pay their share as they proceed. As a comparison, it is notable that the Town’s DCC program does not include extensions of trunk services through the Holland Creek neighbourhood – another greenfield development. The requirement that an owner/developer front end the costs and recover them through a latecomer agreement is a common approach in an area where it is anticipated that there are one or two major landowners/developers that have the financial resources to front-end the costs, that the profit in developing that area is substantial enough to warrant the front end costs, and lastly, where there is realistic expectation of recuperating some of the costs from other developers/landowners.

Another argument in favour of removing these costs is the idea that when a new plan and agreement comes forward with the key players involved in the waterfront lands (Town, Province, etc.), the services planned for the area will have to be re-evaluated in that context, and a comprehensive strategy for financing completed. A combination of approaches – latecomer agreements, development works agreements, DCCs, etc. may be used to facilitate the required services. If changes are needed to the Development Charges program to reflect any new strategy, they could be made at that time.

Some of the arguments for the flip side – to keep the waterfront infrastructure costs in the DCC are summarized as follows:

- Consistency – these costs have been included in the DCC since 2000, and developers have been paying toward these projects. Nothing has changed at this point, so it is equitable to treat new growth the same as growth has been treated since 2000. The projects can always be removed when new information comes available, and alternate servicing needs and/or financing strategies are clear;
- Including the costs in the DCC program, despite the uncertainty, provides flexibility for the Town should they want or need to proceed with these projects prior to significant development occurring in this area (e.g. to encourage development or access/develop Town lands), particularly if no developers are willing or able to front end the costs due to other cost uncertainties (environmental clean-up), financial resources, or the risk of recovering the cost from other developers;



- An example of this type of project currently included in the DCC program is the cost to extend services up to the proposed business park in South Ladysmith. The idea is that the Town wants to encourage economic development, and to effectively market the land a basic level of services (and an associated timeline to develop) is expected. A similar argument could be made for the waterfront;
- Including the costs does not preclude a developer from front-ending the cost and receiving a rebate. The rebate typically only forms a small portion of the full cost;
- The waterfront, unlike a typical greenfield development, is a public place and a public amenity, and the costs to provide access and to develop should be shared by growth on a larger scale than just the immediate developers.

Given the uncertainty regarding the costs and land uses, and the appropriate financing approach for the area, it may be better to continue collecting DCCs for the waterfront projects (as the Town currently does), providing flexibility to the Town by having some funds in place in the event that infrastructure upgrades are required. Again, this would be consistent with the past practice. The current situation could remain status quo until an alternate plan is clear or proposed, at which time the DCC could be amended (to either increase the cost accordingly, or remove them altogether if some other financial arrangement is made). In the meantime, the Town has been collecting funds in the event that it is necessary for the Town to construct any of the services identified in the DCC.

Council should be aware that excluding the costs from the DCC may limit the use of the Town's land or other properties on the waterfront where the Town may want to encourage development, particularly if no developer is willing or able to front end the servicing costs. This is why, as part of the DCC program, the Town has included the costs of extending services to (but not within) the proposed business park in South Ladysmith.

If waterfront infrastructure costs are included in the DCC program and a developer does front end some of the costs, that developer would be eligible for a rebate of some but not all associated costs. Rebates can only be extended to the maximum that would apply to the specific development proposed by a developer. An example would be if a developer paid the \$1,700,000 costs to upgrade the road in the waterfront area, and was planning to build 200 multi-family units. The only rebate the developer would be eligible for would be the road DCC that applies to the property – which is proposed at approximately \$1,500 per unit, or \$300,000.

The last point is that it can be argued that the waterfront development is not a typical greenfield development. It is not a residential enclave that benefits only the local neighbourhood. The waterfront is intended as a much more public place, and indeed, a public amenity. In this sense, access to and development of this area is of a wider benefit, and the costs should therefore be shared accordingly.

The DCC rates that would result if \$5,025,000 of waterfront infrastructure was removed from the DCC program are as follows:



Land Use	Unit	Roads	Sanitary	Water	Storm	Parks	Total
Single Family Residential	per dwelling unit	\$3,182	\$2,896	\$3,237	\$349	\$4,942	\$14,606
Small Lot Single Family	per dwelling unit	\$2,864	\$1,810	\$2,023	\$157	\$4,448	\$11,302
Multi-Family Residential	per dwelling unit	\$1,947	\$1,609	\$1,798	\$95	\$3,954	\$9,403
Downtown Multi-Family	per dwelling unit	\$1,364	\$1,609	\$1,798	\$76	\$3,954	\$8,801
Commercial	per m ² of gross floor area	\$67.50	\$4.83	\$5.39	\$1.31	\$0.00	\$79.03
Downtown Commercial	per m ² of gross floor area	\$38.57	\$2.90	\$3.24	\$0.79	\$0.00	\$45.49
Industrial	per m ² of gross floor area	\$22.41	\$4.14	\$4.62	\$1.12	\$0.00	\$32.30
Institutional - Care Facility	per bed	\$715	\$1,006	\$1,124	\$47	\$2,471	\$5,362
Institutional	per m ² of gross floor area	\$46.68	\$10.93	\$12.21	\$2.75	\$0.00	\$72.57

Based on the above rates, the following reduced rates would be in effect for developments that could demonstrate 50% or greater reduction in water consumption over the Town's design standards:

Land Use	Unit	Proposed DCC Rate	Rebate	Reduced Rates
Single Family Residential	per dwelling unit	\$14,606	\$2,094	\$12,513
Small Lot Single Family	per dwelling unit	\$11,302	\$1,308	\$9,994
Multi-Family Residential	per dwelling unit	\$9,403	\$1,163	\$8,240
Downtown Multi-Family	per dwelling unit	\$8,801	\$1,163	\$7,638
Commercial	per m ² of gross floor area	\$79.03	\$3.49	\$75.54
Downtown Commercial	per m ² of gross floor area	\$45.49	\$2.09	\$43.40
Industrial	per m ² of gross floor area	\$32.30	\$2.99	\$29.31
Institutional - Care Facility	per bed	\$5,362	\$727	\$4,635
Institutional	per m ² of gross floor area	\$72.57	\$7.90	\$64.67

Option 3

Option 3 provides an option that includes some of the waterfront costs. All options include parkland in the waterfront area. However, based on the argument made above that the waterfront is intended as a more public place than the typical development, then the road costs – access to this “public amenity” – should also be included in the DCC program. Accordingly, storm water, sanitary sewer and water costs are left to be borne by the developers who will benefit directly from the provision of these services. This option results in the following rates:

Land Use	Unit	Roads	Sanitary	Water	Storm	Parks	Total
Single Family Residential	per dwelling unit	\$3,837	\$2,896	\$3,237	\$349	\$4,942	\$15,261
Small Lot Single Family	per dwelling unit	\$3,453	\$1,810	\$2,023	\$157	\$4,448	\$11,891
Multi-Family Residential	per dwelling unit	\$2,348	\$1,609	\$1,798	\$95	\$3,954	\$9,804
Downtown Multi-Family	per dwelling unit	\$1,645	\$1,609	\$1,798	\$76	\$3,954	\$9,081
Commercial	per m ² of gross floor area	\$81.39	\$4.83	\$5.39	\$1.31	\$0.00	\$92.92
Downtown Commercial	per m ² of gross floor area	\$46.51	\$2.90	\$3.24	\$0.79	\$0.00	\$53.43
Industrial	per m ² of gross floor area	\$27.03	\$4.14	\$4.62	\$1.12	\$0.00	\$36.91
Institutional - Care Facility	per bed	\$862	\$1,006	\$1,124	\$47	\$2,471	\$5,509
Institutional	per m ² of gross floor area	\$56.29	\$10.93	\$12.21	\$2.75	\$0.00	\$82.18



The reduced rates for projects with 50% water consumption reductions, based on Option 3, would therefore be as follows:

Land Use	Unit	Proposed DCC Rate	Rebate	Reduced Rates
Single Family Residential	per dwelling unit	\$15,261	\$2,094	\$13,168
Small Lot Single Family	per dwelling unit	\$11,891	\$1,308	\$10,583
Multi-Family Residential	per dwelling unit	\$9,804	\$1,163	\$8,641
Downtown Multi-Family	per dwelling unit	\$9,081	\$1,163	\$7,918
Commercial	per m ² of gross floor area	\$92.92	\$3.49	\$89.43
Downtown Commercial	per m ² of gross floor area	\$53.43	\$2.09	\$51.33
Industrial	per m ² of gross floor area	\$36.91	\$2.99	\$33.92
Institutional - Care Facility	per bed	\$5,509	\$727	\$4,782
Institutional	per m ² of gross floor area	\$82.18	\$7.90	\$74.28

CONCLUSION

The approach to low environmental impact DCC rates referenced in this memo is based on the guiding principles of benefiter pays, fairness and equity that guide the DCC best practices. Council may still choose to reduce DCCs further, recognizing that doing so shifts a portion of the infrastructure cost to the existing tax base. This may be a commitment Council is willing to make in order to encourage some greener developments, or a way of supporting some pilot projects, consistent with other objectives or Town policies. However, if Council wants to pursue this option, it is suggested that Council consider such reductions in the context of a larger strategy that also evaluates some other complementary tools, such as revitalization tax exemptions, that can be used (and indeed may be more flexible) to encourage green infrastructure and behaviour. Notably bylaws to waive or reduce DCCs can be considered and passed independently of the main DCC bylaw that sets the rates, and can therefore be done at any time without triggering reconsideration of the underlying bylaw, or the Ministry and Inspector of Municipalities review and approval process. This provides Council with greater flexibility to review and adjust these reductions.



MEMO

TO: FELICITY ADAMS, DIRECTOR OF DEVELOPMENT SERVICES

FROM: SHERRY HURST, LEFTSIDE PARTNERS INC.
ALLAN NEILSON-WELCH, NEILSON-WELCH CONSULTING INC.

DATE: JUNE 29, 2010

RE: DCC UPDATE – RATE OPTIONS

The Town of Ladysmith is continuing with a review and update of its development cost charges. Most recently the Town has adjusted proposed rates due to increases in cost estimates for items in its development cost charge program such as sanitary sewer upgrades. This memo outlines the implications of those changes, and highlights some options for Council's consideration. Council's direction on preferred rates will enable the DCC review to proceed to a stakeholder consultation meeting prior to the preparation of a new DCC bylaw.

As part of the preparation of new DCCs, Council previously provided guidance on issues such as a continued commitment to use a 1% assist factor, the introduction of rates that recognize lower impacts of higher density developments in the downtown core, as well as a new institutional DCC. In addition, Council is contemplating providing DCC rebates for developments that require 50% less water than typical developments. At this stage of the review, the most recent estimates and the resulting rates need to be examined. Some of the considerations Council is required to take into account, as per the *Local Government Act*, include whether the charges:

- are excessive in relation to the capital cost of prevailing standards of service,
- will deter development,
- will discourage the construction of reasonably priced housing or the provision of reasonably priced serviced land, or
- will discourage development designed to result in a low environmental impact.

These considerations are particularly relevant given the dramatic change in costs from the last update of the DCCs, which occurred more than 10 years ago. Accordingly, this memo provides some options for Council.

OPTIONS

The following outlines some policy considerations for two projects that staff and Council have identified as projects that Council may want to consider excluding from the DCC project list. The rationale for including or excluding the specific projects is discussed, and the resulting rates are shown at the end to enable a comparison of the rate impacts. It is useful to remember that there are no "right" or "wrong" answers – the options have been selected because a strong rationale can be made for each alternative.



Waterfront

Council has previously discussed whether to include the infrastructure projects required to facilitate development on Ladysmith's waterfront. The option is repeated here for Council to confirm an approach. The total combined cost estimate of the waterfront infrastructure projects, not including a waterfront parks (which is included in all the options) is \$5,025,000. This translates into \$4,974,750 to be raised through DCCs. Notably, waterfront project costs are included in the existing DCC program.

A reasonable argument can be made on both sides of the issue on whether to include or remove the waterfront infrastructure costs. The rationale for excluding these costs can be summarized as follows:

- The waterfront represents a distinct area where the extension of services serves primarily the developers, and not the greater public. The costs should therefore be borne directly by the benefiting developers, and not growth in general;
- As a comparison, the extension of trunk services for the Holland Creek development are not included in the current or proposed DCC program due to the limited benefit to residents other than the immediate neighbourhood. The same policy could apply to the waterfront;
- It is anticipated that a developer would front-end the service extensions/upgrades to facilitate development in the waterfront area, and recover the costs from adjacent developers through a latecomer agreement; and,
- Given the uncertainty about the development that will ultimately occur here, a new land use scheme is likely to emerge, necessitating new servicing estimates as well as an associated comprehensive financing strategy. If DCCs are to be collected, they should be based on updated estimates, land uses and financing mechanisms determined at that time.

To elaborate, the waterfront can be viewed as essentially a "greenfield" (or in this case brownfield) development. In a greenfield situation, often the services are required prior to the development occurring, so there is rarely sufficient DCC revenue from the associated development to finance the service extensions. The local government often resorts to borrowing to pay for the project, and only in limited situations can they recover the interest charges through the DCC. Therefore developers are often expected to front-end the cost of extending services and recover funds through a latecomer's agreement that requires other developers to pay their share as they proceed. As a comparison, it is notable that the Town's DCC program does not include extensions of trunk services through the Holland Creek neighbourhood – another greenfield development. The requirement that an owner/developer front end the costs and recover them through a latecomer agreement is a common approach in an area where it is anticipated that there are one or two major landowners/developers that have the financial resources to front-end the costs, that the profit in developing that area is substantial enough to warrant the front end costs, and finally, where there is a realistic expectation of recuperating some of the costs from other developers/landowners.

Another argument in favour of removing these costs is the idea that when a new plan and agreement comes forward with the key players involved in the waterfront lands (Town, Province, etc.), the services planned for the area will have to be re-evaluated in



that context, and a comprehensive strategy for financing completed. A combination of approaches – latecomer agreements, development works agreements, DCCs, etc. may be used to finance the required services. If changes are needed to the development cost charges program to reflect a new strategy, they could be made at that time.

Some of the arguments for the flip side – to continue to include the waterfront infrastructure costs in the DCC are summarized as follows:

- Consistency – these costs have been included in the Town’s DCC program since 2000, and developers have been paying toward these projects for 10 years. Nothing has changed at this point, so it is equitable to treat new growth the same as growth has been treated for the past 10 years. The projects can always be removed when new information becomes available, or if it becomes clear that alternate servicing needs or financing are required;
- Including the costs in the DCC program, despite the uncertainty, provides flexibility for the Town should they want or need to proceed with these projects prior to significant development occurring in this area (e.g. to encourage development or access/develop Town lands), particularly if no developers are willing or able to front-end the costs due to other cost uncertainties (environmental clean-up), financial resources, or the uncertainty of recovering the cost from other developers;
- The provision of some basic infrastructure to this area may assist in promoting the development of the property, which will result in a broader benefit to the Town;
- Including the waterfront infrastructure costs in the DCC does not preclude a developer from front-ending the cost and receiving a rebate. The rebate typically only forms a small portion of the full cost; and,
- The waterfront, unlike a typical greenfield development, is a public place and a public amenity, with benefits that extend beyond the local neighbourhood. Therefore the costs to develop and provide access to these lands should be shared by growth on a larger scale rather than just the immediate developers.

If waterfront infrastructure costs are included in the DCC program and a developer does front-end some of the costs, that developer would be eligible for a rebate of some but not all associated costs. Rebates can only be extended to the maximum that would apply to the specific development proposed by a developer. An example would be if a developer paid the \$1,700,000 cost to upgrade the road in the waterfront area, and was planning to build 200 multi-family units. The only rebate the developer would be eligible for would be the road DCC that applies to the property – which is proposed at approximately \$2,500 per unit, or \$500,000.

Waterfront – Roads Only

This option includes some of the waterfront costs, and excludes others. Based on the argument made above that the waterfront is intended as a more public place than the typical development, then both the park and the road costs – the public amenity portion and the access to it – could be included in the DCC program. Accordingly, storm water, sanitary sewer and water costs are left to be borne by the developers who will benefit directly from the provision of these services. The waterfront road cost estimate is \$1,700,000 (\$1,683,000 of which is eligible to be recovered by DCCs). This means that the remaining \$3,325,000 of waterfront infrastructure costs would be excluded.



South Ladysmith

Another option is to consider whether to exclude the cost of infrastructure extensions to service an area of South Ladysmith intended for future industrial development. Staff initially identified \$1,840,000 in water and sanitary improvements in the DCC program to encourage industrial development and economic growth for the Town. As an unserved industrial area, it is difficult to compete with serviced lots in industrial parks in other communities. Having trunk services to an industrial or business park is often considered a minimum requirement to encourage investment. Few industrial users are seeking unserved sites, or have the time to invest in extending trunk services. Furthermore, latecomer agreements can be risky if industrial lots are not in high demand, and there is no certainty when or if the first developer will recuperate his costs from subsequent developers. This may limit the ability to use a combination of front-ending and latecomer agreements to finance an extension of these trunk services.

The arguments for inclusion and exclusion are similar to those expressed in relation to the waterfront infrastructure costs. In this instance, there is not the rationale that this area represents a public amenity, but instead it can be argued that industrial and economic growth is a benefit to the entire community through the provision of jobs and tax revenues. The key reason for including the project is that the benefits will accrue to growth, and therefore it makes sense that the cost is recovered from growth. Furthermore, promoting industrial and economic growth may be an objective of the Town, and this is one method of recovering the funds to promote industrial growth.

The main reason to consider excluding the project is that the infrastructure will be of direct benefit to a select group of industrial users, rather than the larger community. It is therefore not equitable that these costs be shared amongst all growth. However, that is the nature of many water, sewer and storm upgrades – they are of primary benefit to those who will connect to or use that service in that location – and therefore that argument could be made for many of the infrastructure upgrades itemized on the DCC program. DCCs, as a tool, rely upon a certain amount of averaging, both of costs and benefits. It is difficult to identify where growth will occur over the next 20 years, so the projects included in a DCC program are intended to support a variety of types of growth in locations throughout the municipality. Each development will benefit from some, but not all, of the infrastructure upgrades within the DCC program.



IMPACTS

The impacts of the rates and options discussed above are shown as follows:

- Option 1 – All projects included
- Option 2 – No South Ladysmith
- Option 3 – Waterfront roads included
- Option 4 – Waterfront roads included, no South Ladysmith
- Option 5 – No waterfront
- Option 6 – No waterfront, no South Ladysmith

Land Use	Unit	Option 1	Option 2	Option 3	Option 4	Option 5	Option 6	Existing
Single Family Residential	per dwelling unit	\$18,238	\$17,259	\$16,412	\$15,432	\$15,782	\$14,802	\$8,885
Small Lot Single Family	per dwelling unit	\$13,602	\$12,990	\$12,580	\$11,968	\$12,013	\$11,401	\$8,172
Multi-Family Residential	per dwelling unit	\$11,149	\$10,605	\$10,329	\$9,784	\$9,943	\$9,399	\$7,014
Downtown Multi-Family	per dwelling unit	\$10,159	\$9,615	\$9,375	\$8,831	\$9,126	\$8,582	\$7,014
Commercial	per m ² of GFA	\$119.36	\$117.73	\$114.90	\$113.26	\$100.09	\$98.45	\$25.00
Downtown Commercial	per m ² of GFA	\$78.37	\$77.39	\$75.69	\$74.71	\$65.82	\$64.84	\$25.00
Industrial	per m ² of GFA	\$45.90	\$44.50	\$42.07	\$40.67	\$37.63	\$36.23	\$8.86
Institutional - Care Facility	per bed	\$6,481	\$6,311	\$5,993	\$5,653	\$5,818	\$5,477	\$0
Institutional	per m ² of GFA	\$107.56	\$103.87	\$97.88	\$94.18	\$88.05	\$84.35	\$0.00

NEXT STEPS

After Council has reviewed the options and provided direction, the next step will be a stakeholder meeting to discuss the proposed rates and changes with the development community. Typically stakeholder and community consultation is conducted outside of summer months, to ensure stakeholders are available.

Land Use	Nanaimo ¹	Parksville	Qualicum Beach ²	Lantzville	Option 1	Option 6
Single Family Residential	\$16,060	\$21,810	\$19,110	\$15,913	\$18,238	\$14,802
Small Lot Single Family	\$16,060	\$21,810	\$19,110	\$15,913	\$13,602	\$11,401
Multi-Family Residential ³	\$9,610	\$16,035	\$14,738	\$11,207	\$11,149	\$9,399
Downtown Multi-Family ³	\$0	\$16,035	\$13,804	\$11,207	\$10,159	\$8,582
Commercial	\$83.66	\$127.85	\$114.16	\$102.02	\$119.36	\$98.45
Downtown Commercial	\$0.00	\$127.85	\$114.16	\$102.02	\$78.37	\$64.84
Industrial	\$21.35	\$89.98	\$62.03	\$39.65	\$45.90	\$36.23
Institutional - Care Facility ⁴	\$5,856	\$10,140	\$8,481	\$5,042	\$6,481	\$5,477
Institutional	\$83.66	\$131.75	\$121.16	\$255.89	\$107.56	\$84.35

¹ Nanaimo has a mobile home rate of \$9771.21 per hook-up, and a campground rate of \$2409.22 per campground

² Qualicum Beach has an additional industrial or commercial rate for Airport lands of \$74.39 per m²

³ 100m² used as an average multi-family unit size for comparison where a per m² rate is used

⁴ 70 m² used as an average care facility unit size for comparison where a per m² rate is used (this is not the average room size, but rather the building size including common areas, divided by the number of rooms)



Town of Ladysmith
STAFF REPORT

To: Ruth Malli, City Manager
From: Felicity Adams, Director of Development Services
Date: August 26, 2010
File No: 1855-20 Tree Canada

Re: TREE CANADA / BC HYDRO GRANT

RECOMMENDATION(S):

1. That Council direct staff to apply for up to \$15,000 from the Tree Canada "Community Tree Planting Program" for urban open space enhancement associated with the Bayview Connector bike path.
2. That Council direct staff to include in the 2011 budget proposal for the Parks Department, \$5000 for the Bayview Connector open space enhancements.

PURPOSE:

The purpose of this report is to seek Council support for the submission of a grant application to the Tree Canada Foundation for open space enhancements as part of the Bayview Connector bike path project.

INTRODUCTION/BACKGROUND:

Tree Canada and BC Hydro are seeking tree planting partners from local government. The purpose of the program is for small-scale community projects that will enhance urban space. \$15,000 is available to Ladysmith for the purchase of shrubs, plants and trees. Funds are only to be used for the purchase of trees and other plant material. The work must be completed within 24 months. BC Hydro will receive any carbon credits resulting from the planting program. Tree Canada would like the application submitted as soon as possible.

At its meeting held August 16, 2010, Council supported an application to the Province's "Cycling Infrastructure Partnerships Program" for the Bayview Connector bike path improvements.

SCOPE OF WORK:

The approach for the Bike Plan is to create a network of attractive facilities that are safe and separated from traffic wherever possible. These high-quality bike routes create a "brand" for cycling in Ladysmith. The Tree Canada "Community Tree Planting Program" offers the opportunity to provide a 'green' facility.

The scope of the project would include open space enhancements to the Bayview Connector bike path, and could include enhancing the entry to the new facility, as well as to the boulevard along the west-side of the existing paved path. Tree and shrub planting and possibly a bio-swale, as recommended in the Bike Plan, could be elements of the project. Staff is working with the Ministry of Transportation and Infrastructure as some of the open space enhancements are proposed for highway property; a permit from MOT will be required.

ALTERNATIVES: That Council not apply at this time, or amend the proposal.

FINANCIAL IMPLICATIONS:

\$15,000 is available to Ladysmith for the purchase of shrubs, plants and trees. Funds are only to be used for the purchase of trees and other plant material. Installation is not included. The Parks Department budget request for the 2011 Financial Plan would include a request to support this initiative.

LEGAL IMPLICATIONS: Approval from affected property owners would be required.

CITIZEN/PUBLIC RELATIONS IMPLICATIONS:

The Bike Plan identifies the Bayview Connector bike path as a priority. Public consultation took place in November 2009.

INTERDEPARTMENTAL INVOLVEMENT/IMPLICATIONS:

Development Services and Public Works are working jointly on this project. Corporate Services will manage the financial reporting.

RESOURCE IMPLICATIONS:

Staff from Development Services and Public Works would be the key staff working on this project. Consultation has taken place with the Director of Parks, Recreation and Culture.

ALIGNMENT WITH SUSTAINABILITY VISIONING REPORT:

The updated Community Energy and Emissions Inventory (2007) reports that 76.2% of Ladysmith's community GHG emissions come from on-road transportation. Providing transportation alternatives is a means to reduce this number.

Promoting cycling and providing the facilities and circulation design that are needed are identified in the Visioning Report as an implementation action to support sustainability. Providing a high-quality network will encourage more people to cycle as a transportation option for access to employment, services and school.

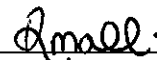
ALIGNMENT WITH STRATEGIC PRIORITIES:

On-going implementation of the adopted Bicycle Plan is one of Council's Top 25 strategic priorities.

SUMMARY:

The Town has an opportunity to apply for Tree Canada funding for urban open space enhancements. Staff recommends that the Bayview Connector Bike Path project as the location for this initiative.

I concur with the recommendation.



Ruth Malli, City Manager

ATTACHMENTS:

"None".



Town of Ladysmith
STAFF REPORT

To: Ruth Malli, City Manager
From: Sandy Bowden, Director of Corporate Services
Date: August 31, 2010
File No:

Re: LEASE AGREEMENT – LADYSMITH RCMP DETACHMENT

RECOMMENDATION(S):

That the Mayor and Corporate Officer be authorized to execute the lease agreement for the Ladysmith RCMP Detachment for the lease of the proportionate share of the premises occupied by provincial members of the Town-owned building at 320 Sixth Avenue for a term of 25 years.

PURPOSE:

The purpose of this report is to seek Council's authorization to enter into a lease agreement with the RCMP for the space occupied by members at the Ladysmith detachment located at 320 Sixth Avenue for a term of 25 years.

INTRODUCTION/BACKGROUND:

Council will recall that at the meeting held on September 8, 2009 Council authorized the execution of the proposed lease agreement with the RCMP for the subject site. The lease document which was forwarded from the RCMP to the Town utilized a new format as developed by the RCMP. Given the change in format, Staff considered it prudent to request an independent consultant to review the document prior to executing the agreement to ensure the Town's interests were protected. The independent consultant proposed several amendments to the lease and since September, 2009 the Town has been negotiating with the RCMP to finalize a lease agreement which was acceptable to the lessee and the lessor. The attached document reflects these amendments and is satisfactory to both parties. Areas of concern were:

- Consistent terminology
- Clarification of definitions
- Insurance implications
- Shared responsibility for determining extent of damage to building in the event of a fire or other incident

SCOPE OF WORK:

Once the lease is executed the Corporate Services Department will administer the agreement.

ALTERNATIVES:

The contract has been negotiated between the RCMP and the Town Of Ladysmith and represents a fair compensation for the use of the building by the Provincial members. Other alternatives were considered prior to construction of the building.

FINANCIAL IMPLICATIONS:

The rental payment is included in the 2010-2014 Financial Plan.

LEGAL IMPLICATIONS:

The lease agreement outlines responsibilities, including financial payments. Staff has no legal concerns.

CITIZEN/PUBLIC RELATIONS IMPLICATIONS:

In Staff's opinion it is in the best interest of the community that both the provincial and Ladysmith members are located in the same building.

INTERDEPARTMENTAL INVOLVEMENT/IMPLICATIONS:

The Town provides services including general maintenance, snow removal, gardening, etc. for the building.

RESOURCE IMPLICATIONS:

N/A

ALIGNMENT WITH STRATEGIC PRIORITIES:

The lease agreement aligns with Strategic Priority A: Wise Financial Management (Secure new sources of revenue and alternate ways of financing community services and projects); and Strategic Priority F: A Safe and Healthy Community (Construct a new police station).

SUMMARY:

The new RCMP station was constructed in accordance with the Town's strategic plans. The RCMP and Town have negotiated and agreed to terms that provide for the provision of building space for the provincial members of the detachment. The RCMP is responsible for the costs associated with the proportionate space allocated to the provincial members. The proposed agreement is the result of the negotiations between the Town and the RCMP and is recommended for execution.

I concur with the recommendation.



Ruth Malli, City Manager

ATTACHMENT:

RCMP Lease Agreement



Royal Canadian
Mounted Police

Gendarmerie royale
du Canada

File No. E1400-2306
Ladysmith Detachment

THIS OCCUPANCY AGREEMENT, hereinafter referred to as the "Occupancy Agreement" and for reference dated the 18th day of November, 2009.

BETWEEN

The Town of Ladysmith
410 Esplande
PO Box 220
Ladysmith, B.C. V9G 1A2

(hereinafter referred to as the "Municipality")

AND

Her Majesty The Queen, In Right Of Canada,
as represented by the Minister responsible for the
Royal Canadian Mounted Police

(hereinafter referred to as the "RCMP")

(and jointly referred to as the "Parties")

WHEREAS the Municipality is the owner of the land and building, legally described as, PID 009-472-738, a portion of District Lot 110, Plan 1424R, LD 43, and commonly known as the Ladysmith Detachment, located at 320-6th Avenue, Ladysmith, British Columbia.

(hereinafter referred to as the "Detachment")

AND WHEREAS the RCMP is desirous of occupying a proportionate share of the said Detachment for the purpose of accommodating the RCMP in providing federal and provincial police services to the area.

AND WHEREAS the Parties hereto have agreed to enter into this Occupancy Agreement.

NOW THEREFORE in consideration of the payments, covenants and agreements hereinafter reserved and contained, the Municipality and the RCMP hereby agree each with the other as follows:

1. AREA, INGRESS AND EGRESS

- 1.1 The Municipality, or in that respect its legally authorized agent entitled to enter into this Occupancy Agreement, does hereby demise unto the RCMP a proportionate share of the Detachment being for all purposes of this Occupancy Agreement approximately 692 square metres in area.

(hereinafter referred to as the "Premises")

- 1.2 Together with the right of ingress and egress for the RCMP's employees, servants, agents, customers and invitees, and the use of entrances, lobbies, hallways, stairways, driveways, parking areas, sidewalks, common loading and stopping areas in and about the land and Premises as they may apply.

(hereinafter referred to as the "Common Area")

2. TERM

- 2.1 The Agreement shall be for a term of Twenty-five (25) years, commencing on the 15th day of January, 2007 and terminating on the 14th day of January 2032.

(hereinafter referred to as the "Term").

- 2.2 Prior to the commencement of this Agreement, the RCMP occupied and used a portion of the Detachment and paid rent from January 1st, 2007, up to the date of commencement of the Term of this Occupancy Agreement. The Parties agree that the terms and conditions of this Agreement will apply to any issue that arose during the prior occupation by the RCMP and that remains at the commencement of the Term of the Agreement.

3. CAPITALIZATION PAYMENT

- 3.1 The RCMP hereby agrees to pay to the Municipality on or before the 1st day of each month during the Term, a monthly capitalization payment plus applicable taxes, that is calculated annually for each calendar year by applying as appropriate the monthly capitalization payment formula and definitions respectively described in Parts II and I of Schedule "A" attached herein. For the calendar years 2007 to 2009 inclusive, this will result in a monthly capitalization payment of Ten Thousand, Six Hundred and Nineteen Dollars and Thirty Six Cents (\$10,619.36) plus applicable taxes.

- 3.2 The calculation of the monthly capitalization payment pursuant to Clause 3.1 hereinbefore shall be based on the Establishment Data and the Annual MFA Loan Payments made by the Municipality in the preceding year to

which the payment will apply, and shall be reconciled each following year based on actuals.

- 3.3 The calculations made pursuant to Clauses 3.1 and 3.2 hereinbefore, shall, where appropriate be completed by the RCMP no later than 90 days after supporting documents have been received from the Municipality that detail the necessary Annual MFA Loan Payment data.
- 3.4 The most recently calculated monthly payment shall apply until a new monthly payment has been calculated pursuant to Clauses 3.1 and 3.2 hereinbefore, and an adjustment shall be provided with the first payment of the new monthly payment to reconcile the new monthly payment with the actual monthly payments made up to that time by the RCMP. It is understood that there will not be more than one adjustment per year.
- 3.5 The RCMP shall pay a monthly payment in this Occupancy Agreement as identified, subject to any other provision in this Occupancy Agreement contained, at the times and in the manner hereinbefore mentioned for payment of the same.
- 3.6 If there is a year during the Term for which no MFA Payments and/or Municipal Funds Repayments are made because the related obligations have been retired, the RCMP shall pay for its proportionate share of the approved actual O&M expenditures only.
- 3.7 The RCMP agrees with the Municipality that the Capitalization Rate will be reviewed not later than January 14, 2017 with regards to a possible change in the interest rate.

4. RENEWAL

- 4.1 The RCMP shall have the right to renew this Occupancy Agreement for a further Ten (10) year period on all the same terms and conditions as herein written save and except that this covenant to renew shall be excluded from the said terms and conditions. The exercise of this covenant to renew shall be by written notice to the Municipality not less than three months prior to the expiry of the Occupancy Agreement herein created. If applicable, the renewal will be evidenced by an annex to this Occupancy Agreement signed by the Municipality and the RCMP.

5. OCCUPANCY BEYOND TERM

- 5.1 If upon the expiration of the term of this Occupancy Agreement, the RCMP continues to occupy the Premises without any express agreement as to a new term, a tenancy from year to year shall not be created by implication of law, but the RCMP shall be a monthly occupant with the same terms

and conditions set forth in this Occupancy Agreement insofar as the same are applicable to a month to month tenancy for a maximum of one year.

6. ASSIGNMENT

- 6.1 The RCMP shall not assign this Occupancy Agreement or sublet all or any part of the Premises without the written consent of the Municipality, which may not be arbitrarily or unreasonably withheld.
- 6.2 The Municipality shall not assign this Occupancy Agreement without the prior written consent of the RCMP which may not be arbitrarily or unreasonably withheld. However, in the event that the Occupancy Agreement is assigned by the Municipality to a party unacceptable to the RCMP, and if a compromise acceptable to both Parties cannot be reached, the RCMP shall have the right to terminate this Occupancy Agreement, or any renewal thereof without penalty, effective the date of such assignment.

7. OPERATING & MAINTENANCE COSTS (O&M) AND SCHEDULE

- 7.1 The RCMP hereby agrees to pay to the Municipality on or before the 1st day of each month during the Term, a Monthly O&M Rate that is calculated annually by applying, as appropriate, the Monthly O&M Rate formula and definitions respectively described in Parts III and I of Schedule "A" attached herein. For the 2007 calendar year, the Monthly O&M Rate shall be Four Thousand, Four Hundred and Ten Dollars (\$4,410.00).
- 7.2 The calculation of the Monthly O&M Rate pursuant to Clause 7.1 hereinbefore shall, where appropriate, be based on the actual costs incurred in the preceding year and the establishment ratio in place on the anniversary date of the Occupancy Agreement.
- 7.3 The calculations made pursuant to Clauses 7.1 and 7.2, hereinbefore, shall be completed by the RCMP no later than 90 days after supporting documents have been received from the Municipality that detail the Annual O&M data.
- 7.4 The most recently calculated monthly payment shall apply until a new monthly payment has been calculated pursuant to Clauses 7.1 hereinbefore, and an adjustment shall be provided with the first payment of that new monthly payment to reconcile the new monthly payment with the actual monthly payments made up to that time by the RCMP. It is understood that there will not be more than one adjustment per year.
- 7.5 "O&M Costs" shall mean the annual expenditures by the Municipality for

the following, as they relate to the Ladysmith Detachment and lands and only as they may apply to:

- (a) interior and exterior maintenance, repairs and redecorating including related labour, expenses and payments to contractors;
- (b) site maintenance including landscaping and gardening including related labour, expenses and payments to contractors;
- (c) snow and ice removal expenses including related labour, expenses and payments to contractors;
- (d) janitorial services and cleaning of windows including related labour, wages, expenses and payments to contractors;
- (e) heating, cooling and ventilation system servicing and maintenance including related labour and expenses and payments to contractors;
- (f) charges and costs including related labour, expenses and payments to contractors for providing electricity, an auxiliary source of electricity, gas, water, sewage, and other utilities;
- (g) consumable washroom supplies (i.e. soap, paper towels, toilet tissue);
- (h) Heating, cooling and ventilation systems operation including related labour, expenses and payments to contractors;
- (i) garbage, waste and recyclables removal;
- (j) property, liability and fire insurance on the Premises and contents save and except the contents owned by the RCMP;
- (k) telephone costs including long distant tolls;
- (l) Costs of provisions outlined in Subclauses 10.1 (a) through 10.1 (t) below; furnishings;
- (m) Taxes, rates duties, assessments and levies as per Clause 9 below;
- (n) the provision of internet and cable television services for police purposes;
- (o) the provision of computer support to all computers; and
- (p) any subject not otherwise provided for above that arise from Subclause 10.1.

8. LANDLORD PAYS TAXES

8.1 The Municipality shall pay all taxes, rates, duties, assessments and levies whatsoever now or hereafter levied upon the Detachment or any part thereof, or arising out of any use or occupation of the Detachment payable by the Municipality including, without limiting the generality of the foregoing, all works assessed upon the property benefited thereby and all school business, local improvement charges, rates, assessments and levies.

9. RCMP COVENANTS

9.1 The RCMP hereby covenants with the Municipality as follows:

- (a) to pay the monthly capitalization payment and Monthly O&M Rate on the days and in the manner aforesaid, subject to any deductions made under any other clause in this Occupancy Agreement;
- (b) to permit the Municipality or its duly authorized agent at all reasonable times and by prior arrangement with the RCMP to enter and examine the state of repair of the Premises and to make such repairs as may be necessary from time to time, subject to the RCMP's Security requirements;
- (c) the RCMP shall pay for any damage arising from Her occupation and use of the Premises, normal wear and tear accepted.

10. MUNICIPALITY COVENANTS

10.1 The Municipality hereby covenants with the RCMP as follows:

- (a) that the Premises are now in good state of repair and in tenable condition and that it will keep the said Premises in good and tenable repair and condition at all times during the term;
- (b) to effect and pay for all repairs necessary to the Premises, and, upon notice given by the RCMP, to make good any defect or want of repair. Such repairs shall be part of the operating costs referred to in Subclause 7.5 (a), save and except for recapitalization works to extend the operating life of the Detachment;
- (c) to provide a suitable location in or about the Premises for the display of the National Flag of Canada, provided by the RCMP;
- (d) to provide and pay for the operation and maintenance of heating, cooling and ventilation systems to provide a continuous clean air supply at a reasonable temperature and humidity as per ASHRAE

Standard 60-1989, entitled Ventilation for Acceptable Indoor Air Quality, as amended from time to time;

- (e) to provide and pay for a constant supply of hot and cold water to the Premises and Common Areas to meet the requirements of the Canada Occupational Health and Safety Regulations, Part IX, titled "Sanitation";
- (f) to provide and pay for all electrical power required and consumed on the Premises and Common Area and as lamps, ballasts and fuses wear out, to replace same;
- (g) to provide and pay for the provision of internet and cable television services for police services.;
- (h) to provide and pay for consumable washroom supplies (e.g. soap, paper towels, toilet tissue);
- (I) to provide and pay for the prompt removal of ice and snow, at all times, from all outdoor parking spaces, roadways, walks, steps and fire exits, leading to and from the Premises;
- (j) to provide and pay for the removal of all waste paper, garbage and recyclable material removal from the Premises whenever and so often as may be necessary;
- (k) to provide lighting at desk level (750 mm above floor level) in office areas and work stations, and at floor or ground level in all other areas shall not be less than the following levels of illumination:

<u>Lux</u>	<u>Area</u>
550	Office space
325	Entrance foyers, elevator lobbies, storage space
220	Base building, corridors, stairways, washrooms, elevators
20	Parking entrances
10	Parking traffic lanes and parking spaces

- (l) to provide and pay for all labour and materials for the cleaning of the Premises, the furnishings therein, the windows and the Common Areas and to undertake, at all times during the term of this Occupancy Agreement, to clean the said Premises, furnishings, windows and Common Areas and to keep the same clean and free of dust and dirt, as would a prudent owner, using the Premises, for purposes similar to those for which they are used by the RCMP. The cleaning frequency for the Premises, especially for the washroom and lunchroom areas, shall meet the requirements of the Canada Labour Code;
- (m) to provide sufficient accessible parking spaces for RCMP vehicles, servants and agents, customers and invitees, and persons with disabilities, with safe and convenient access between such parking

spaces and the Premises as well as reasonable provisions for visitor parking ;

- (n) to provide and pay for redecorating the interior and exterior of the Common Area as often as is required to maintain a reasonable standard of appearance;
- (o) to provide an auxiliary supply of electricity and power for emergency services, elevator and other essential systems throughout the building, whenever a failure in normal supply of electricity and power occurs;
- (p) to provide and pay for all furnishings required, in excess of the existing furnishings, to make the Premises fully operational as of the commencement date of this Occupancy Agreement, and to supply and pay for any replacement or additional furnishings required during the term of this Occupancy Agreement;
- (q) to provide the RCMP with "as built" drawings for any alterations, additions or improvements in and about the Premises during the term of this Agreement;
- (r) to allow the RCMP to peacefully and quietly enjoy the Premises during the term or any renewal thereof without molestation, hindrance or disturbance from or by the Municipality's employees, servants and agents, customers and invitees;
- (s) to well and truly observe and fulfil the lawful provisions and requirements of all Statutes, Regulations, Bylaws, Rules and Orders relating to the Premises, and for greater certainty, but not so as to restrict the generality of the foregoing, the Municipality covenants to faithfully observe all requirements with respect to electrical wiring, apparatus and fire protection devices now installed or required to be installed in and for the Premises from time to time;
- (t) to provide to the RCMP a complete current list of names, telephone numbers and addresses of the Municipality's employees, servants and agents who may be contacted at any time in the event of emergency or failure of any service provided by the Municipality, as herein specified, for the purpose of making repairs as may be required to restore such services;
- (u) to provide the supporting documents referred to Clauses 3.3 and 8.3 hereinbefore to the RCMP by April 1st of each relevant year.

10.2 The Municipality hereby grants to the RCMP, the right, at the Municipality's expense to:

- (a) erect on the lands a free-standing radio tower with foundation and cable entry, or to install a radio antennae support with cable entry attached to the Detachment, to meet Police requirements, and if

erected, the tower remains the property of the RCMP and the RCMP shall have exclusive rights to determine the use and any user of the tower;

- (b) install an exterior free-standing or building-mounted sign to identify the RCMP in both official languages, the maintenance of which shall be the responsibility of the Municipality.

11. SECURITY REQUIREMENTS

- 11.1 The Municipality agrees that a representative of the RCMP Departmental Security Section having the authority to carry out Security Inspections for the RCMP, may inspect the Premises either prior to or subsequent to occupancy to deem that all the RCMP's Security requirements are being met.
- 11.2 All persons, employed by the Municipality or by any of its independent contractors, who have access to the Premises for any purpose in connection therewith, shall be acceptable to the Minister responsible for the RCMP and upon request of the RCMP, the Municipality will provide the RCMP with the name of each person so employed, his full address and his qualifications and duties, and ensure that all such persons are cleared for the purpose of, and comply with, the security requirements of the RCMP.
- 11.3 Any person, not security cleared, entering the Premises shall be under the RCMP's escort at all times, save and except for a person in a public or uncontrolled area.
- 11.4 All persons, employed by the Municipality or by any of its independent contractors, who have access to the Detachment for any purpose in connection therewith, shall follow all signage and/or directions from persons employed in the Premises with regard to the use and/or possession of electronic equipment including, but not limited to, PDAs and cellular telephones.
- 11.5 The Municipality shall not release any of the Detachment building plans or specifications, except to the RCMP, without the consent of the Regional Manager, Asset Management and will maintain the Detachment building plans and specification in a secure manner acceptable to the RCMP.
- 11.6 If the Minister responsible for the Royal Canadian Mounted Police is of the opinion that National Security is involved, he may order the Municipality to provide information concerning persons employed in the Detachment by the Municipality or by an independent contractor of the Municipality and may order the Municipality to remove any such person from the Detachment and the Municipality covenants to comply with any such order.

12. INSURANCE / INDEMNIFICATION

12.1 It is hereby mutually agreed between the Municipality and the RCMP that:

- (a) both will carry all such insurance or other means of protection necessary, to cover the terms of this Occupancy Agreement;
- (b) the Municipality shall indemnify and save harmless the RCMP from and against all claims, actions, causes of action, loss, damage, expenses, and costs made by any person, arising out of or resulting directly or indirectly from the Municipality's ownership of or operations thereon whether by reason of any act of omission of any act by the Municipality, its agents, servants or representatives;
- (c) the RCMP shall indemnify and save harmless the Municipality from and against all claims, actions, causes of action, loss, damage, expenses, and costs made by any person, arising out of or resulting directly or indirectly from the RCMP's use of the Premises or operations thereon, whether by reason of any commission or omission whatsoever of any act by the RCMP, Her agents, servants or representatives including all members of the Royal Canadian Mounted Police;
- (d) The liability of the RCMP is subject to the provisions of the *Crown Liability and Proceedings Act*, R.S., 1985 c.C 50 as amended.

13. DESTRUCTION OF PREMISES

13.1 If during the term of this Occupancy Agreement, the Premises or any part thereof shall be damaged or destroyed by fire or other cause whatsoever; and if the Premises are rendered wholly or partially unfit for occupancy, then the following provisions will have effect:

- (a) if, the Premises is incapable of being repaired with reasonable diligence within a period of time acceptable to both Parties then the term shall cease and be at an end for all intents and purposes from the date of such destruction or damage, and the RCMP shall immediately surrender and yield up possession of the Premises and shall pay the Capitalization payment and O&M payment only to the date such destruction or damage.
- (b) if both Parties agree that the Premises are capable of being repaired with reasonable diligence within a mutually acceptable period of time, then the RCMP will provide written notice to the Municipality specifying said period of time and, the Municipality shall forthwith commence and thereafter diligently complete the repair of such destruction or damage, and

- (i) if the whole of the Premises are rendered unfit for occupancy, the Capitalization payment and O&M payments hereby reserved shall abate for the period commencing on the date of such destruction or damage and ending on the date of completion of all repairs, as aforesaid; or
- (ii) if only a portion of the Premises is rendered unfit for occupancy, and the Premises is capable of being partially occupied, the Capitalization payments and O&M payments hereby reserved shall abate for each day and at an amount that is in proportion to the number of Federal and Provincial Establishment, as defined in Part I of Schedule A, that cannot be accommodated within the Detachment;

14. REMOVAL OF FIXTURES

14.1 At the termination of this Occupancy Agreement or any renewal thereof, the RCMP may remove all fixtures installed by Her in the Premises all of which are hereby deemed to be Her property and, in the event that any property belonging to the Municipality is damaged as a result of any such removal, the RCMP shall pay to the Municipality such compensation as represents the reasonable cost of repairing or replacing the damaged property of the Municipality.

15. ALTERATIONS AND IMPROVEMENTS

15.1 Both Parties agree that any future capital expenditures to the Premises shall be discussed between the Parties hereto and if a mutual agreement is reached to proceed with same, such capital costs shall be apportioned in accordance with the Pro-rata Rate or such other agreement as can be reached between the Parties. Both Parties agree to act reasonably.

15.2 The Municipality agrees to advise the RCMP of any anticipated major O&M expenditures and/or changes in space, which may result in a significant increase in the payments.

15.3 The Municipality will undertake alterations, additions to, and improvements in and about the Premises as requested by the RCMP to comply with the "Commissioner of the RCMP" current standards, at any time during the term of this Occupancy Agreement or any renewal thereof. Such alterations shall be shared by applying the Pro-rata. These alterations shall be maintained by the Municipality during the Term of this Occupancy Agreement and any renewal thereof.

15.4 If the RCMP should deem it advisable to make alterations solely for Her benefit, then She shall advise the Municipality by Registered mail and

provide plans and specifications for the proposed alterations to the Premises which the Municipality shall not unreasonably deny. The Municipality shall permit any independent contractor, its subcontractors and their respective employees, servants and agents hired by the RCMP to enter upon the Premises. The costs of alterations made solely for Her benefit will be made entirely at the expense of the RCMP; however, these alterations shall be maintained by the Municipality during the Term of this Occupancy Agreement and any renewal thereof.

- 15.5 The RCMP shall yield up the Premises at the termination of this Occupancy Agreement or any renewal thereof, together with such alterations, if any, as accepted by the Municipality pursuant to Clause 15.3 to the Municipality in good repair subject to reasonable wear and tear, damage from fire, storm, tempest and other casualty, and the RCMP shall not be liable to pay compensation or to make any other payment to the Municipality in respect of restoration other than as provided in Clause 10.1 and Clause 13.1.

16. INSPECTIONS BY OTHERS

- 16.1 The Municipality agrees that a representative of the Federal Department having the authority to carry out Health and Safety inspections for Federal employees may inspect the Premises either prior to or subsequent to occupation and periodically thereafter as he may deem fit;
- 16.2 The Municipality agrees that a representative of the Federal Department having the authority of the Fire Commissioner of Canada may organize a fire warden service for Federal Government employees occupying the Premises and may conduct fire inspections and fire evacuation drills not less frequently than once a year;
- 16.3 The Municipality agrees that a representative of a Federal Department having authority to perform inspections of federally regulated premises may inspect the Premises as required by that Federal Department;
- 16.4 The Municipality agrees to comply with any orders issued by the Federal Department(s) identified in Clauses 16.1 and 16.2 which involve any matter for which the Municipality is responsible under the terms of this Occupancy Agreement.

17. ENVIRONMENTAL REPRESENTATION AND WARRANTIES

The Municipality represents and warrants to the RCMP as follows:

- 17.1 To the knowledge of the Municipality, the Premises in its prior uses comply with and the Municipality is not in violation of and has not violated, in relation to its ownership, use, maintenance or operation, any applicable

federal, provincial, municipal or local laws, regulations, orders or approvals relating to environmental matters.

- 17.2 To the knowledge of the Municipality, no hazardous or toxic materials, substances, pollutants, contaminants or wastes have been discharged into the environment, or deposited, discharged, placed or disposed of at, on or near the Premises.
- 17.3 The Municipality shall indemnify and save harmless the RCMP, the RCMP's employees, agents, contractors, and all those for whom the RCMP may in law be responsible, from and against all claims, demands, losses, costs, damages, actions, suits or proceedings by whosoever made, brought or prosecuted in any manner based upon, arising out of, related to, occasioned by or attributable to the breach of any representation and warranty contained herein.

18. ENVIRONMENTAL COMPLIANCE

- 18.1 The RCMP shall use and manage the Premises in compliance with all applicable laws, bylaws, rules and regulations of the appropriate jurisdiction pertaining to the environment, health and welfare, and occupational safety.
- 18.2 The RCMP shall not, unless specifically required for police purposes, bring or permit to be brought onto the Premises, any substance in a toxic or otherwise hazardous form, or any substance which if it were to remain on or escape from the Premises may contaminate or pollute the Premises or any other property with which it may come in contact with.
- 18.3 The RCMP shall not be held responsible for assessment, remediation, risk management and/or any other mitigating costs or liabilities associated with any potential or actual environmental impact, contamination, pollution or hazards associated with the Premises which were not caused by any act or omission of the RCMP, Her employees, agents, contractors, and all those for whom the RCMP may in law be responsible.
- 18.4 Should the Municipality believe that the RCMP is responsible for contamination or pollution where the polluting source is not obvious or evident, the Municipality must conduct or have conducted, at Her own expense, an environmental assessment in order to confirm the polluting source. In the event that the environmental assessment confirms that the RCMP is the source of the contamination or pollution, the RCMP shall reimburse the Municipality for the cost of the environmental assessment upon presentation of an invoice and supporting documentation.
- 18.5 In the event that the Premises are contaminated or polluted by any action or omission of the RCMP, Her employees, agents, contractors or invitees the RCMP shall continue to pay the monthly Capitalization Payment and

monthly O&M Rate and the following shall apply:

- (i) The RCMP shall immediately notify the Municipality and any governmental department or agency as may be required by law, of such pollution or contamination.
- (ii) The RCMP shall conduct or have conducted, as soon as is feasible, at Her own expense, an environmental inspection or assessment, as may be required by law, to determine the potential extent of the environmental impact or damages and to determine

the required actions to mitigate, risk manage and/or remediate the contamination and/or pollution caused by the RCMP, Her employees, agents, contractors or invitees.
- (iii) The mitigation or remedial work recommended in the environmental inspection or assessment shall not proceed without prior approval and consent of the Municipality. Upon receipt of said approval, the RCMP will undertake, at Her own expense, the necessary mitigation or remediation to the satisfaction of the Municipality and/or the appropriate government department or agency.

19. DEFAULT

- 19.1 If the RCMP shall make any default in payment of the Capitalization and O&M Payments hereby reserved or in the performance of any other of the RCMP covenants hereunder, and such default continues for one calendar month, the Municipality may give to the RCMP a notice in writing requiring the RCMP to remedy such default within a period of thirty (30) days from and after the date of service of such notice, and if the RCMP shall fail to remedy such default within the period of thirty (30) days or such longer period as may reasonably be necessary in view of the nature of the default, the Municipality may enter upon and take possession of the Premises, save and except the contents and any security equipment or any part thereof, and the term hereby granted shall thereupon cease.
- 19.2 In the event that the RCMP shall deliver to the Municipality written notice of default in any of the services to be provided by the Municipality hereunder, and the Municipality shall fail to remedy such default:
- (a) within thirty (30) days from and after delivery of such written notice; or
 - (b) within such period less than thirty (30) days from and after delivery of such written notice as will ensure that the RCMP suffers no loss or damage if, by reason of the nature of such default, the RCMP may reasonably be expected to suffer loss or damage if such default is not remedied within a period of less than thirty (30) days, or such longer period as may reasonably be necessary in view of

the nature of the default, then and in any and every such event, the RCMP may, without further notice to the Municipality, take such steps as may, in the sole judgement of the RCMP, be necessary to remedy such default and, without limiting any of the RCMP's remedies at law, costs incurred by the RCMP in remedying any such default of the Municipality, minus the portion attributable to the RCMP as calculated using the Pro-rata Rate, shall be charged to and paid by the Municipality and, if the Municipality fails to pay such costs on demand, the RCMP shall be entitled to deduct the same from amounts payable hereunder by the RCMP to the Municipality.

- 19.3 If the Municipality makes any default in the payment of any instalment of principal or interest under hypothecs or in respect to taxes, or is in default in respect of any of its covenants and obligations under any hypothecs, privilege, charge or encumbrance affecting the Premises the RCMP may, but shall not be obliged to, make such payment in default or to remedy any such default, and the proportionate share, as calculated using the Pro-rata Rate of any such payments, costs and expenses incurred by the RCMP in remedying any such default shall be deducted against the monthly capitalization payment and Monthly O&M Rate payable under this Occupancy Agreement thereof, or the term hereby granted shall thereupon cease.

20. DISPUTE RESOLUTION

- 20.1 In the event of any dispute or difference arising between the Parties hereto in connection with the use of the Premises as to the interpretation of any part of this Occupancy Agreement or as to any matter not referred to in this Occupancy Agreement and requiring agreement or as to matters requiring further agreement by the Parties, such dispute or difference shall be determined by arbitration pursuant to the Commercial Arbitration Act R.S. 1985, c. 17 (2nd Supp.) The costs and expenses of the arbitration shall be paid by the party requiring the arbitration.
- 20.2 Nothing herein shall preclude either party from recourse to the Courts where there is an excess of jurisdiction or error of law relating to or in the arbitration process.

21. NOTICE

- 21.1 Any notice required to be given to any party shall be deemed to have been sufficiently given:
- (a) in the case of the Municipality, if personally served on the Municipality or if the Municipality is a corporation, then on any office or executive of the Municipality, or, if forwarded by Priority Post, addressed to:

The Town of Ladysmith
410 Esplanade
PO Box 220
Ladysmith, BC. V9G 1A2

Attn: Ruth Malli, City Manager

- or to such other address as the Municipality may from time to time advise by notice in writing;
- (b) in the case of the RCMP, if personally served on the Commanding Officer, or if forwarded by Priority Post, addressed to the Royal Canadian Mounted Police at:

Royal Canadian Mounted Police
"E" Division Headquarters
657 West 37th Avenue
Vancouver, BC. V5Z 1K6

Attention: Asset Management Unit BC./Yukon

or to such other address as the RCMP may from time to time advise by notice in writing, and any such notice, if forwarded by Priority Post, shall be deemed to have been served on the fifth business day next following the date it is so mailed.

22. GENERAL

- 22.1 This Occupancy Agreement may be terminated on March 31st in any year by either party giving the other party notice of such termination:
- (a) 25 months prior to the date of the intended termination in the case of the Town of Ladysmith giving such notice; and
 - (b) 23 months prior to the date of the intended termination in the case of the Commissioner of the Royal Canadian Mounted Police giving such notice.
- 22.2 Whenever in this Occupancy Agreement the context so requires or permits, words in the singular shall include the plural and the plural shall include the singular; words imparting male persons shall include female persons and corporations; words imparting payments or costs shall include refunds or credits.
- 22.3 This Occupancy Agreement shall enure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns.

- 22.4 No member of the House of Commons shall be admitted to any share or part of this Occupancy Agreement or to any benefit arising therefrom.
- 22.5 Time shall in all respects be of the essence in each and every one of the terms, covenants and conditions in this Occupancy Agreement.
- 22.6 The Municipality shall maintain invoices and audited records relating to the supporting documents referred to in Clauses 3.3, and 8.3 hereinbefore.
- 22.7 In this Occupancy Agreement, each term in Part I of Schedule A shall, unless the context otherwise requires, have the meaning set out beside it.
- 22.8 All reference to currency is in Canadian dollars and is exclusive of any applicable taxes.
- 22.9 The Parties acknowledge that the headings throughout this Occupancy Agreement form no part of the Agreement itself, and are wholly without legal significance.
- 22.10 The Schedules to this Occupancy Agreement form part of this agreement as though set out at length in the body of this agreement.
- 22.11 This Occupancy Agreement may only be amended by an agreement in writing executed by both Parties hereto and attached as an addendum to this Occupancy Agreement.
- 22.12 Any condoning, excusing or overlooking by a party of any default, breach or non-observance of any covenant, proviso or condition of this Occupancy Agreement does not operate as a waiver of that party's rights hereunder in respect of any subsequent default, breach or non-observance and does not defeat or affect in any way the rights of that party herein in respect of any subsequent default, breach or non-observance.
- 22.13 The invalidity or unenforceability of any provision of this Occupancy Agreement shall not affect the validity or enforceability of any other provision hereof and any such invalid or unenforceable provision shall be deemed to be severable.
- 22.14 The Parties agree that the execution of this Occupancy Agreement may be completed by the exchange of facsimile signature pages, with the exchange of originally executed copies to be completed as soon as reasonably possible thereafter. The Parties further agree that this Occupancy Agreement may be executed in counterparts with the same effect as if all Parties had signed the same document and all such counterparts taken together shall constitute one and the same instrument.
- 22.15 This Occupancy Agreement shall be governed and construed, and the relationship between the parties determined, in accordance with the laws of the Province of British Columbia.

IN WITNESS WHEREOF the Parties hereto have executed this Occupancy Agreement.

The Corporate Seal of the Town of Ladysmith
was hereunto affixed in the presence of:

Administrator / Clerk)

Address)

Authorized Signatory)

Mayor) Date

SIGNED, SEALED and DELIVERED in
the presence of)

Irene Van Essen)
Witness)
Irene Van Essen)
Senior Contracting Officer)
Contracts and Procurement)

4949 Heather Street)
Vancouver, B.C.)

Irene Lin)
Irene Lin, Regional Director)
Assets & Procurement, E-Division,)
for)
The Minister responsible for the)
Royal Canadian Mounted Police)

Aug. 27/10)
Date)

SCHEDULE "A"

PART I: DEFINITIONS

1. **MFA** shall mean the Municipal Finance Authority of British Columbia.
2. **Municipal Policing Agreement** shall mean the aforesaid Memorandum of Understanding Agreement dated as of April 1, 1992 between the Government of Canada and the Government of the Province of British Columbia.
3. **Municipal Establishment**, also herein referred to as "A", shall mean, effective on January 1st of each relevant year of this Occupancy Agreement, the number of approved indeterminate positions, including vacancies and those positions which may be staffed part-time, that are accommodated in the Ladysmith Detachment, and which are primarily intended to provide and/or support police and non-police services for the Municipality of the Town of Ladysmith but which excludes Guards and Matrons.
4. **Federal and Provincial Establishment**, also herein referred to as "B," shall mean, effective on January 1st of each relevant year of this Occupancy Agreement, the number of approved indeterminate positions, including vacancies and those positions which may be staffed part time, that are accommodated in the Detachment and are primarily intended to provide and/or support the police services as defined in Article 1 Subclauses 1 n) l) to v) of the Municipal Policing Agreement.
5. **MFA Loan(s)**, shall mean:

The Two Million and Seven Hundred and Fifty Thousand dollars (\$2,750,000.00) principal borrowed by the Municipality on April 19, 2006, that is to be repaid amortized over 25 years at an initial interest rate of 4.66% per annum for 5 years, through the Cowichan Valley Regional District and the MFA, for the construction/recapitalization of the Detachment.
6. **Annual MFA Loan Payment(s)**, also herein referred to as "D", shall mean the sum of money established by the MFA that the Municipality must remit each year to the MFA to repay the MFA Loan(s).
7. **Municipal Funds**, also herein referred to as "E", shall mean the Four Hundred and Forty Seven Thousand and Ninety Two Dollars and Forty Three Cents (\$447,092.43) of reserve funds used by the Municipality in 2008 for the construction/recapitalization of the Ladysmith Detachment.
8. **Annual Municipal Funds Repayment**, also herein referred to as "F", shall be calculated by amortizing for the calendar years 2007 to 2026 inclusive, the following formula.

$$((E \times \text{sinking fund factor of } 0.024011962786455) + (E \times 2.64\%))$$

9. **Pro-rata Rate**, also herein referred to as "G", shall mean 0.588 from the 1st day of January 2007 to the 31st day of December 2009 inclusive, and for the remainder of the term, shall mean the greater value 0.588 or the value calculated for the remainder of the term by applying the following formula:

$$B \div (A + B).$$

10. **O&M Costs**, also herein referred to as "H", shall mean Ninety Thousand dollars (\$90,000.00) when the Monthly O&M Rate is calculated for the 2009 calendar year, and for the remainder of the Term shall mean the costs as defined in Clause 7.5 of this Agreement.
11. **Months**, also herein referred to as "M", shall mean the number of months in a calendar year that Monthly Capitalization Payment and O&M Payment shall apply.

Part II: MONTHLY CAPITALIZATION PAYMENT FORMULA

1. The Monthly Capitalization Payment shall be calculated annually by applying the following formula:

$$((D + F) \div M) \times G.$$

Part III: MONTHLY O&M FORMULA

2. The Monthly O&M Payment shall be calculated by applying the following formula:

$$G \times H \div M$$

Part IV: CAPITALIZATION PAYMENT CALCULATIONS

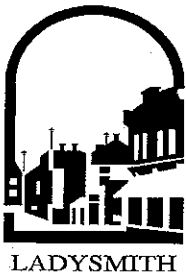
1. The Monthly Capitalization Payment for 2007 to 2009 inclusive shall therefore equal the following:

$$((\$194,182.90 + \$22,353.81) \div 12) \times 0.588 = \$10,619.36$$

2. The Monthly O&M Payment for 2007 shall therefore equal the following:

$$((0.588 \times \$90,000.00) \div 12) = \$4,410.00$$

\$10,619.36 (Monthly Capitalization Payment) + \$4,410.00 (Monthly O&M Payment) =
\$15,029.36 (payable monthly)



Town of Ladysmith
STAFF REPORT

To: Ruth Malli, City Manager
From: Sandy Bowden, Director of Corporate Services
Date: August 30, 2010
File No:

Re: Animal Control Contract Renewal - Coastal Animal Control Services of BC

RECOMMENDATION(S):

That the animal control contract between the Town of Ladysmith and Coastal Animal Control Services of BC for the provision of animal control services within the Town, be renewed for a three years period commencing September 1, 2010 and terminating on August 31, 2013 at an annual cost of \$27,120 plus HST.

PURPOSE:

The purpose of this staff report is to seek Council's authorization to enter into a further three year contract with Coastal Animal Control Services of BC to provide animal control services for the Town as per article 2(3) of the current agreement which states that the current contract may be extended for a future three year term if acceptable to both parties.

INTRODUCTION/BACKGROUND:

Coastal Animal Control Services of BC provides animal control services for the Town. The Town is pleased with the level of service provided by Coastal Animal and staff recommends a continuation of the contract. Included in the services are:

- Provision of an animal shelter
- Regular patrols throughout the Town
- Reporting to the SPCA of incidents of cruelty to animals
- Apprehension and destruction of rabid animals
- 24 hour emergency service
- Promotion and sale of dog licenses
- Issuance of tickets relating to offences under the bylaw
- Monthly written reports to the Town summarizing animal control activities

In the spring of 2011 Coastal Animal Control will be implementing a licensing campaign to ensure the licensing of all eligible dogs. The Town anticipates that this will generate significant licensing revenues which have decreased over the past few years.

The proposed annual contract fee is \$27,120 plus HST. This is an increase of \$1,680 annually or \$140 per month. Staff is satisfied with the services provided by Coastal Animal Control Services and deem the increase in the contract fee to be reasonable.

SCOPE OF WORK:

Once the contract is awarded the Corporate Services Department will ensure that it is executed and maintained on an on-going basis. Any janitorial issues are to be forwarded to Corporate Services.

ALTERNATIVES:

Council could select another bidder if deemed appropriate.

FINANCIAL IMPLICATIONS:

As noted above, the annual contract fee is \$27,120 plus HST.

LEGAL IMPLICATIONS:

N/A

CITIZEN/PUBLIC RELATIONS IMPLICATIONS:

N/A

INTERDEPARTMENTAL INVOLVEMENT/IMPLICATIONS:

N/A

RESOURCE IMPLICATIONS:

N/A

ALIGNMENT WITH SUSTAINABILITY VISIONING REPORT:

N/A

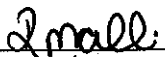
ALIGNMENT WITH STRATEGIC PRIORITIES:

N/A

SUMMARY:

The animal control contract with Coastal Animal Control Services expired at the end of August, 2010. Article 2(3) allows for an extension of the contract for an additional three years. Staff recommends renewing the contract for an annual fee of \$27,120 plus HST.

I concur with the recommendation.



Ruth Malli, City Manager

ATTACHMENTS:

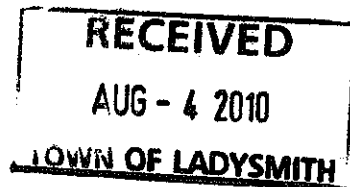
Letter from Coastal Animal Control Services of BC Ltd.

COASTAL ANIMAL CONTROL SERVICES OF BC LTD

Duncan Location:
2202 Herd Rd
Duncan, BC V9L 6A6
250-748-3395
Toll Free: 1-888-811-7722

Nanaimo Location:
1260 Nanaimo Lakes Rd
Nanaimo, BC V9R 5P4
250-754-1397
Toll Free: 1-888-754-1397

Sandy Bowden
Director of Corporate Services
Town of Ladysmith



July 28th, 2010

Dear Ms. Bowden,

Re: Three Year Extension - Town of Ladysmith Animal Control Agreement

As you are aware our three year Animal Control Agreement ends August 31st, 2010.

Section 2 (3) of our agreement states: *"Provided neither party is in breach of any of the terms or conditions of this agreement, this agreement may be extended at the end of its term for a further period of three years on terms acceptable to both parties."*

I would like to enter into a further three year extension with the Town of Ladysmith.

Our current agreement has a monthly cost to the Town of \$2,120.00 plus HST for an annual cost of \$25,440.00 + HST.

In order to offset additional wage increases, fuel costs and staffing that is provided during high profile community events and summer Park Officer patrols; I would like to propose the following increase:

I would like to have this agreement increased to \$2,260.00 plus HST per month for an annual cost of \$27,120.00 plus HST. This would see an increase of \$1680.00 annually or 140.00 per month.

I will be implementing another licencing campaign for the Town of Ladysmith which would commence on February 1st, 2011 and run through till the end of April 2011. This will see the hiring of a temporary Licencing Officer to conduct a thorough door to door sales campaign. This licencing drive will see increases to the annual licence revenues currently being attained and will further reduce Animal Control costs. The additional licencing revenues created in 2011 due to this campaign would negate any additional increase as proposed here.

The BC Consumer Price Index would be applied annually at the start of each successive contract year.

The 20% commission on overall dog licence sales would remain the same.

I believe this proposal would present a fair and equitable arrangement between the Town of Ladysmith and Coastal Animal Control Services of BC Ltd.

- Our Animal Control package is tailored to the needs of Ladysmith residents and provides constant community education and enforcement.
- Our Animal Control Officers are skilled in the use of tact and diplomacy while conducting investigations and administering enforcement. They are able to assess and deal with any dog related offence encountered.
- We have Officers on stand by 24 hours per day, 365 days of the year in order to attend emergency situations.
- All emergencies all dealt with on an immediate basis. These include RCMP arrests, investigations and motor vehicle incidents where dogs may be present. Also, any dangerous or restricted dogs at large, dogs impeding traffic and confined stray dogs are considered emergency situations and promptly attended.
- All Officers are fully uniformed and conduct their investigations and patrols in a clearly marked Animal Control vehicle.
- These vehicles are equipped with all necessary transport equipment and dangerous dog apprehension gear.
- A summer Parks Officer provides weekend enforcement in Town parks from June till the end of August annually.
- An Animal Control Officer is present during community celebrations such as the Christmas light up, Canada Day and other festivities throughout the year.
- We are always receptive to suggestions that may improve our services.

I look forward to providing continued animal control services to the Town of Ladysmith. Please feel free to contact me at any time if you have any questions or concerns.

Sincerely,



Trevor Hughes
Chief Executive Officer
Coastal Animal Control Services of BC Ltd.



LADYSMITH

Town of Ladysmith

STAFF REPORT

To: Ruth Malli, City Manager
 From: Pat Durban, Director of Parks, Recreation & Culture
 Date: September 1, 2010
 File No:

RE: LADYSMITH ORCA SWIM CLUB

RECOMMENDATION(S):

That staff be directed to work with the Ladysmith Orca Swim Club to establish a five-year sustainable plan for use of the Frank Jameson Community Centre pool, and that their request be referred to the Parks, Recreation & Culture Commission for consideration and recommendation.

PURPOSE:

This report is provided in response to a request from the Orca Swim Club for a significant reduction in pool rental rates for use by Swim Club members.

INTRODUCTION/BACKGROUND:

Presently the Swim Club rents the pool from January to June and September to December for an average of 52 hours per month during prime time (4:00-5:30pm) at a rate of \$41.95 per hour, which is \$23.78 less than the regular prime time rate of \$65.70 per hour. The Swim Club proposes a reduction in hours from 52 hours to 40 hours per month and a further reduction of the pool rental fee from \$41.95 to \$25.64. The following is a comparison of pool rental rates for Vancouver Island:

Rates specific to Swim Clubs

Pool Size	Facility Name	Community	\$/Hr per lane 25 m	\$/Hr per full pool
25m 4 lanes	Frank Jameson Community Centre	Ladysmith	10.50	41.95
25m 6 lanes	Strathcona Gardens	Campbell River	10.76	128.04
25m 6 lanes	Comox Valley Sports Centre	Comox Valley	10.60	100.80
25m 6 lanes	Ravensong Aquatic Centre	Qualicum/Parksville	12.32	72.57
25m 6 lanes	Echo Community Pool	Port Alberni	15.50	93.00
25m 6 lanes	Juan de Fuca Recreation Centre	West Shore and Area	9.74	n/appl
25m 6 lanes	Sooke Community Pool	Sooke	10.50	63.00
25m 8 lanes	Comox Valley Aquatic Centre	Comox Valley	10.60	134.40
25m 8 lanes	Cowichan Aquatic Centre	Cowichan Valley	13.50	178.57
50m 8 lanes	Nanaimo Aquatic Centre	Nanaimo	9.00	72.00
50m 8 lanes	Crystal Pool	Victoria and Area	9.00	72.00
50m 8 lanes	Saanich Commonwealth Pool*	Victoria and Area	4.56	36.48

*Please note, Saanich Commonwealth Pool is able to subsidize significantly more due to a Commonwealth Legacy Fund that is expected to be depleted by 2014.

SCOPE OF WORK:

Staff will implement the appropriate rental rates as per Council's direction.

ALTERNATIVES:

Council could direct Staff to not amend the rental rates, to reduce the rates as requested by the Swim Club, or to increase the rates to cover operational expenditures.

FINANCIAL IMPLICATIONS:

As noted above, the Town currently provides a significant subsidy for the Swim Club's rental fees.

LEGAL IMPLICATIONS:

None.

CITIZEN/PUBLIC RELATIONS IMPLICATIONS:

The Town provides support to many community organizations. We must ensure that a balance is maintained to provide adequate revenues while meeting the total community's needs.

INTERDEPARTMENTAL INVOLVEMENT/IMPLICATIONS:

N/A

ALIGNMENT WITH SUSTAINABILITY VISIONING REPORT

Supports the vision of a Liveable Community.

ALIGNMENT WITH STRATEGIC PRIORITIES:

N/A

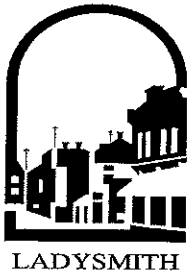
SUMMARY:

Staff recommend working with the Orca Swim Club to review opportunities for possible sharing of pool space and refining schedules and times to offset costs and provide a more efficient and effective use of resources.

I concur with the recommendation.



Ruth Malli, City Manager



Town of Ladysmith

STAFF REPORT

To: Ruth Malli, City Manager
From: Felicity Adams, Director of Development Services
Date: August 31, 2010
File No: 3060-10-07

Re: Development Permit – 524 First Avenue – AYPQ Architecture
Parcel A (DD391128I) of Lot 3, Block 27, D.L. 56, Oyster District, Plan 703

RECOMMENDATION(S):

That Council issue Development Permit 3060-10-07 to permit a second storey addition at 524 First Avenue (Parcel A (DD391128I) of Lot 3, Block 27, D.L. 56, Oyster District, Plan 703) and reduce the required parking from two spaces to one space.

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

PURPOSE:

The purpose of this report is to present a Development Permit application for a proposed second storey addition to the J. Cochrane building located at 524 First Avenue.

INTRODUCTION/BACKGROUND:

The applicant is proposing that a second storey be added to the south half of the J. Cochrane building located at 524 First Avenue. The subject property currently contains a building with a two storey façade. The north half of the building already contains a second storey (currently a yoga studio). There is an accessory building at the rear. The new loft style unit is proposed to be 150m² (1610 ft²) in size (this includes outdoor deck area located behind the parapet).

The west side of First Ave. is an important heritage feature for the Town. The Provincial Heritage Register and Ladysmith Community Heritage Register Context Statement is as follows:

The buildings located on the west side of First Avenue, between Roberts and High Streets, form the largest concentration of heritage structures in Ladysmith. Although from different eras and of varying styles, these similarly scaled and massed buildings create an overall cohesive streetscape and significantly contribute to the historic character of the commercial core.

SCOPE OF WORK:

The subject property is zoned General Commercial (C-2) and falls within Development Permit Area 2 – Downtown (DPA 2). It is proposed that the second storey addition be used as a residential suite with the flexibility to use the space for commercial use in the future (which is permitted in the C-2 zone).

Form and Character

The proposed addition would be located behind the existing second storey false front and parapet. The building addition would be wood-sided with wood frame windows. The rear of the unit would include exposed fir joists. The proposed design maximizes the amount of natural light into the suite and provides a set of glass doors at each end of the unit. Useable outdoor space is provided at both the front and rear of the unit. Improvements would also include a landscaped area in the rear for laneway unit entries (e.g. yoga studio), a parking stall, and outdoor space for the new unit.

Streetscape

The existing second storey false front/parapet is about 4 metres in height and after the second storey is constructed, the remaining 1 metre high parapet would serve as the railing for the front deck. The addition is proposed to be setback a minimum of 4.3 metres (14 ft) from the parapet such that the second storey is not visible from First Avenue as shown in Figure A below. The applicant has agreed that on the front deck area no landscaping features (i.e. umbrella, potted tree) are permitted to be taller than 1 metre to protect the heritage streetscape views from First Avenue.

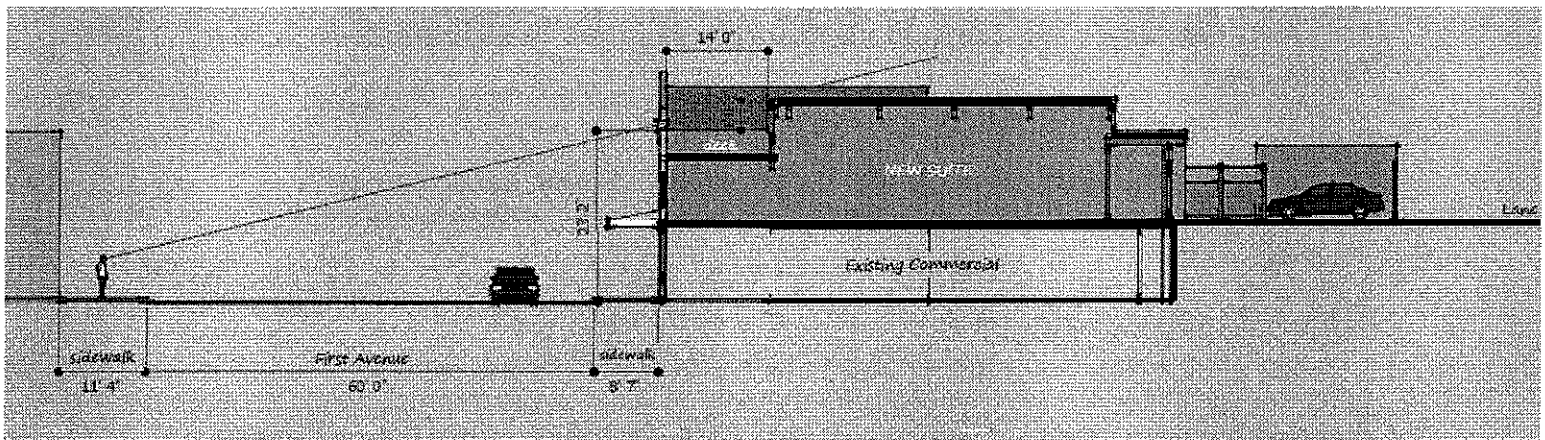


Figure A: First Avenue Street Section

Development Permit Guidelines

The proposed second storey addition meets the DPA2 guidelines in the following ways:

- The proposed addition does not distract from the bulk, mass, shape and form of adjacent buildings and the area generally;
- The roof structure blends with the existing roof structure;
- Space is available at the rear for a fenced and landscaped refuse and recycling area;
- The residential unit proposed is wheelchair accessible; and
- The exterior finishes include wood siding, exposed fir joists, and wood framed windows with clear low-e glass (Low emissivity (low e) is a quality of a surface that radiates, or emits, low levels of radiant energy).

Parking Variance

The new residential unit generates the requirement for two new parking stalls. The applicant is providing one stall onsite and is requesting a variance for one stall. The justification for the variance is that although the applicant is able to fit two parking

stalls at the rear, it is preferred to provide one larger stall which allows for a more attractive rear yard design and allows for one larger stall that is appropriate for persons with disabilities.

ALTERNATIVES:

To not issue the development permit due to reasons related to the development permit guidelines.

FINANCIAL IMPLICATIONS: n/a

LEGAL IMPLICATIONS:

A development permit is required prior to construction occurring.

CITIZEN/PUBLIC RELATIONS IMPLICATIONS:

The subject development permit application was referred to the Advisory Design Panel on August 24, 2010. The Advisory Design Panel discussed the matter and generally supported the proposal. HRAC representative, A. Rogers, spoke of the importance of the J. Cochrane building as part of the streetscape in the Downtown Specified Area. The Advisory Design Panel passed the following motion:

It was moved, seconded and carried that the Advisory Design Panel advises Council that it supports the proposal (3060-10-07) for a second storey addition to the J. Cochrane Building at 524 First Avenue on the basis of it being used for residential use only.

INTERDEPARTMENTAL INVOLVEMENT/IMPLICATIONS:

The subject application was referred to the Public Works and the Building Inspector for consideration.

RESOURCE IMPLICATIONS:

Processing development permit applications is within available staff resources.

ALIGNMENT WITH SUSTAINABILITY VISIONING REPORT:

The community vision recommends providing apartments over commercial uses throughout the downtown.

ALIGNMENT WITH STRATEGIC PRIORITIES:

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

SUMMARY:

It is recommended that Council support the Development Permit application for a second storey addition to J. Cochrane building at 524 First Avenue.

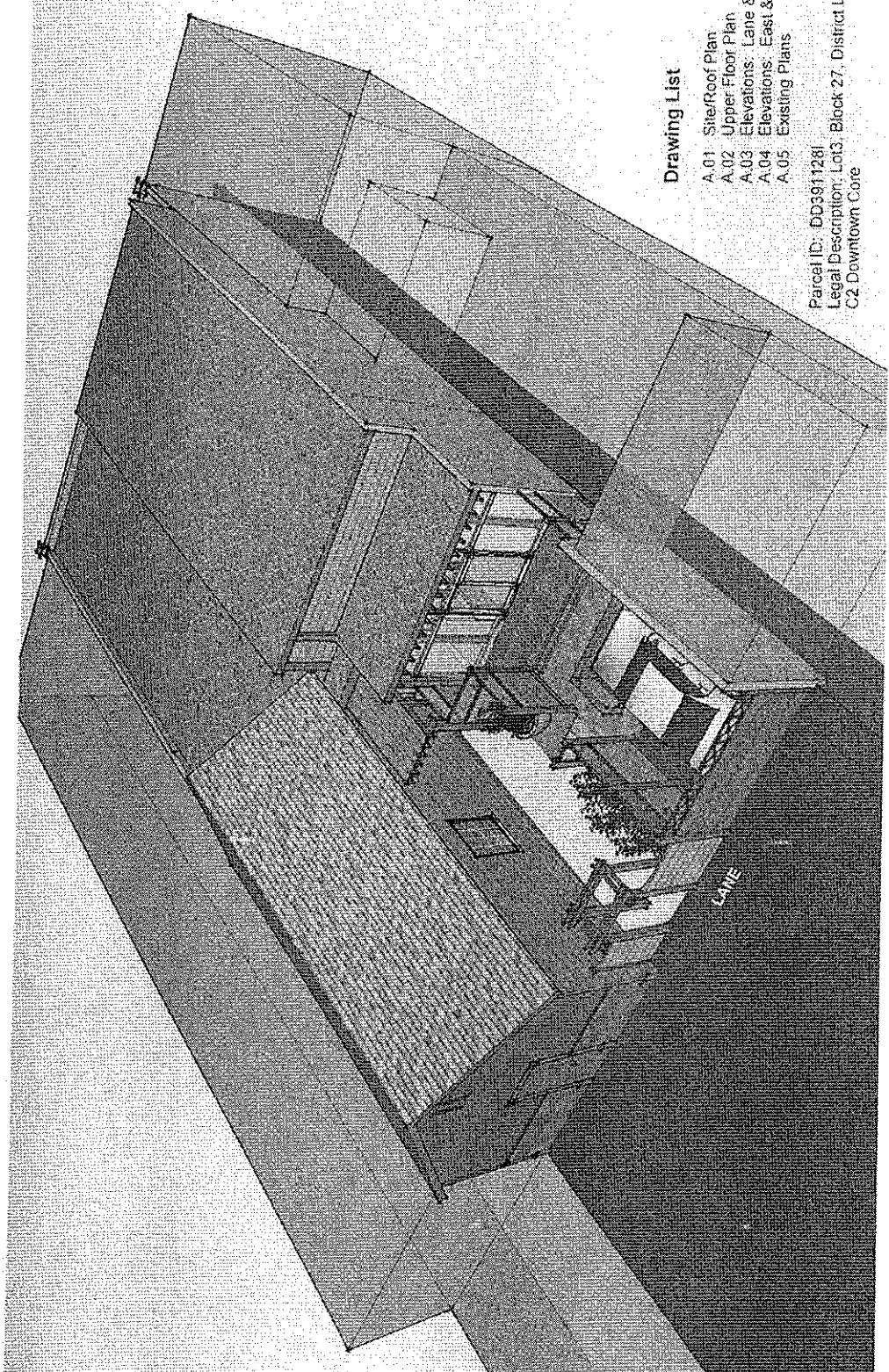
I concur with the recommendation.



Ruth Malli, City Manager

ATTACHMENTS:

DP 10 07



Drawing List

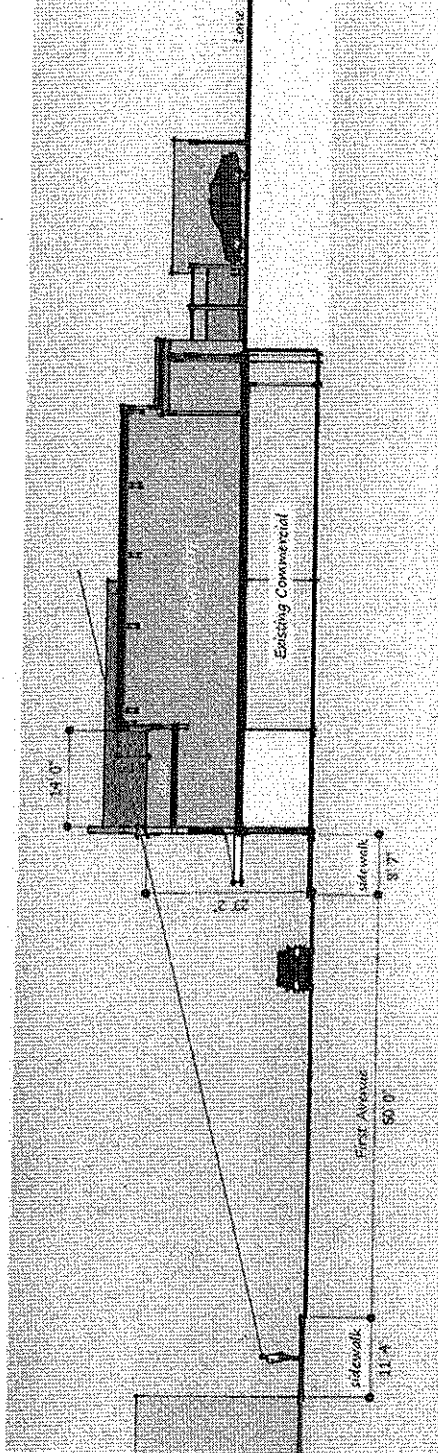
- A.01 - Site/Roof Plan
- A.02 - Upper Floor Plan
- A.03 - Elevations: Lane & 1st Avenue
- A.04 - Elevations: East & West PL
- A.05 - Existing Plans

Parcel ID: DD3911281
 Legal Description: Lot 3, Block 27, District Lot 56, Oyster
 C2 Downtown Core

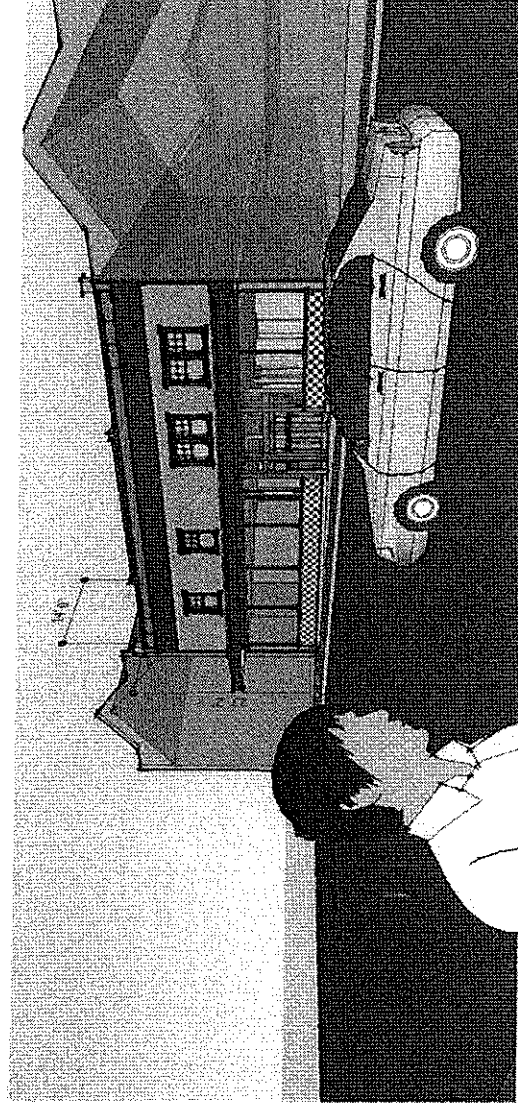
AYPQ Architecture
 13270 Duke Road, Ladysmith, B.C. Canada V9C1G6
 T: 250.245.7655 F: 250.245.7656 E: info@aypqarchitecture.com

Upper Level Addition ~ 524 First Avenue, Ladysmith, BC

Schedule A - Upper Level Addition (AYPQ Architecture)
 DP 3060-10-07
 J. Cochrane Building Corporation, Inc. No. BC0727910

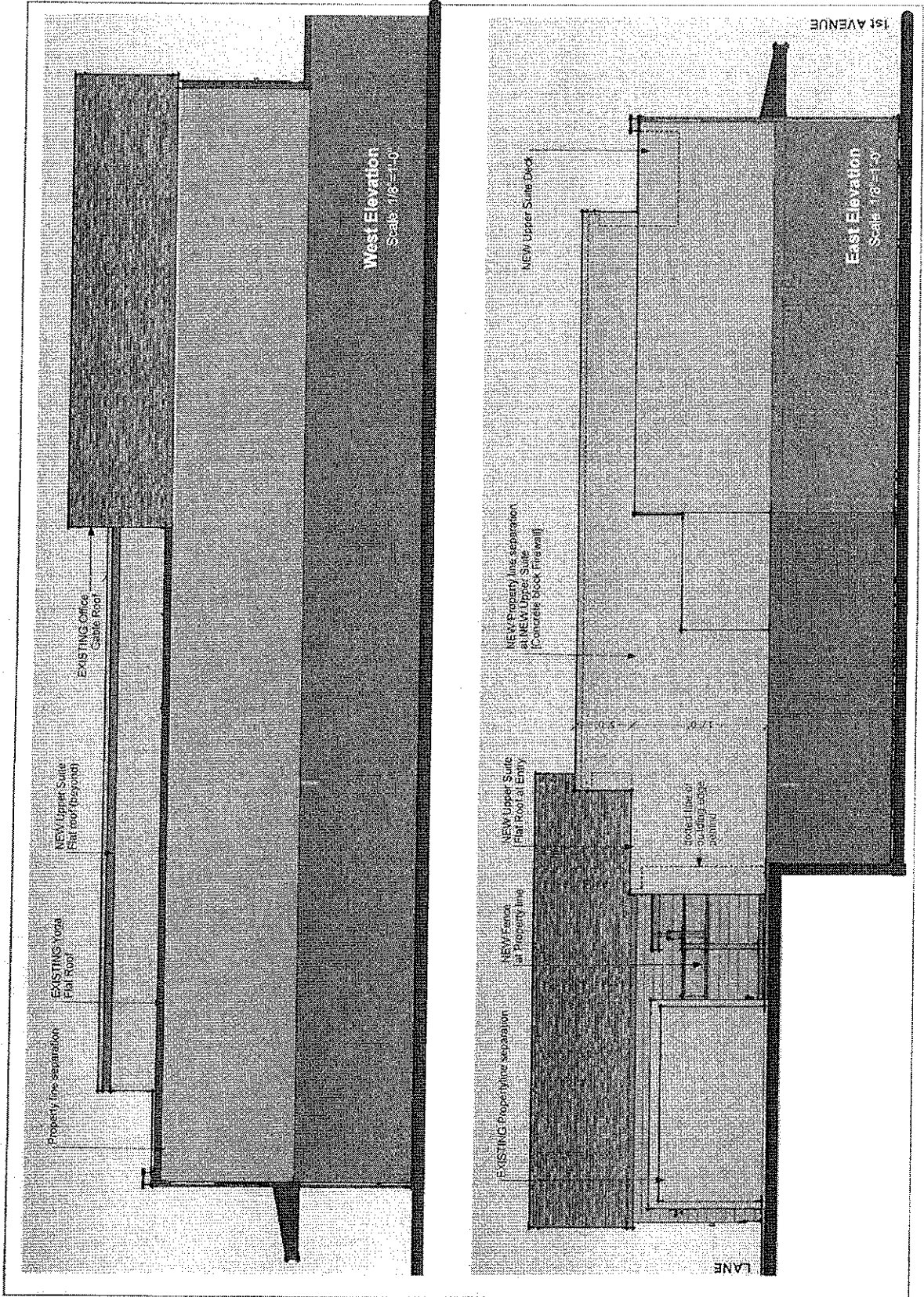


First Avenue Street Section



First Avenue Perspective

Schedule B - First Ave. Street Section and Perspective
 (AYPQ Architecture 10.07.20 Rev100817)
 DP 3060-10-07
 J. Cochrane Building Corporation, Inc. No. BC0727910



TOWN OF LADYSMITH
DEVELOPMENT PERMIT 3060 - 10 - 07
(Section 920 Local Government Act)

DATE: September 7, 2010

TO: J. Cochrane Building Corporation, Inc.No.BC0727910

Address: 10861 Grandview Road
Ladysmith, B.C.
V9G 1Z7

1. This Development Permit is subject to compliance with all of the bylaws of the Town of Ladysmith applicable thereto, except as specifically varied by this Permit.
2. This Permit applies to and only to those lands within the Town of Ladysmith described below, and any and all buildings structures and other development thereon:

Lot	Parcel A (DD 391128I) of Lot 3
Block	27
District Lot	56
District	Oyster District
Plan	703
PID#	004-691-491
CIVIC ADDRESS	524 First Avenue
(referred to as the "Land")	

3. This Permit has the effect of authorizing the issuance of a building permit for the addition to a building or structure on the Land in accordance with the plans and specifications attached to this Permit, and subject to all applicable laws, except as varied by this Permit; subject to the conditions, requirements and standards imposed and agreed to in section 6 of this Permit.
4. With respect to the Land, the Town of Ladysmith Zoning Bylaw 1995, No. 1160 is hereby varied by reducing the total number of parking stalls required for the second storey addition on the south side of the building from two stalls to one stall.
5. This Permit does not have the effect of varying the use or density of the Land specified in Zoning Bylaw No. 1160.
6. The Permittee, as a condition of the issuance of this Permit, agrees:
 - (a) That the front face of the second storey addition will be set back a minimum of 4.3 metres (14 ft) from the second storey parapet.
 - (b) That the front deck area will contain no landscaping features (i.e. umbrella, potted tree) taller than 1 metre such that the heritage streetscape views from First Avenue are not impacted;
 - (c) That the windows will be wood framed with clear low-e glass;
 - (d) That all siding will be wood siding with exposed fir joists (clear finish)

- (e) That exterior storage, service and refuse areas shall be landscaped and should be fenced and buffered;
- (f) To develop the land described herein strictly in accordance with the following plans and specifications:
 - i) Schedule A: Upper Level Addition (AYPQ Architecture)
 - ii) Schedule B: First Ave. Street Section and Perspective (AYPQ Architecture 10.07.20 Rev100817)
 - iii) Schedule C: East and West Elevations (AYPQ Architecture 10.07.20 Rev100817)

- 7. Notice of this Permit shall be filed in the Land Title Office at Victoria under s.927 of the *Local Government Act*, and upon such filing, the terms of this Permit 3060-10-07 or any amendment hereto shall be binding upon all persons who acquire an interest in the land affected by this Permit.
- 8. If the Permittee does not substantially start any construction permitted by this Permit within **two years** of the date of this Permit as established by the authorizing resolution date, this Permit shall lapse.
- 9. The plans and specifications attached to this Permit are an integral part of this Permit.
- 10. This Permit prevails over the provisions of the Bylaw in the event of conflict.
- 11. This Permit is not a Building Permit.

AUTHORIZING RESOLUTION PASSED BY THE COUNCIL OF THE TOWN OF LADYSMITH ON THE ____ DAY OF _____ 201__.

MAYOR

CORPORATE OFFICER

OWNER

PLEASE PRINT NAME

OWNER

PLEASE PRINT NAME

TOWN OF LADYSMITH

BYLAW NO. 1727

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

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

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

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

- A. The text of "Town of Ladysmith Zoning Bylaw 1995, No. 1160" is hereby further amended as follows:
- (1) Section 4.0 "Definitions" is amended by adding the following:
 - (a) Adding a new definition immediately following the definition of 'aquaculture':

"Attic or roof space: means the space between the roof and the ceiling of the top storey."
 - (2) Section 5.0 "General Regulations" is amended by:
 - (a) Deleting the first sentence of section 5.5 (4) and replacing it with the following:

"5.5 (4) Unless otherwise specified in the setback regulations for each zone, an accessory building shall comply with the setback requirements in (a) and (b) below."
 - (b) Deleting section 5.5 (5).
 - (c) Deleting section 5.6 (2) and replacing it with:

"5.6 (2) Unless otherwise specified in the regulations for each zone, no accessory building or structure shall exceed 7.5 metres in height."
 - (3) Section 7.0 "Urban Rural Residential Zone (UR-1)" is amended by adding:
 - (a) "7.2 (2.1) The height of an accessory building or structure shall not:
 - (a) exceed 5.0 metres; except where the roof pitch is less than 4:12, then the maximum height shall be 3.5 metres;
 - (b) exceed one storey; and
 - (c) include an attic or roof space greater than 1.5 metres in height measured from the ceiling of the storey below to the highest point of the building."
 - (b) "7.2 (3.1) Despite 7.2(3), accessory buildings with a floor area of 10.0 square metres or less shall be sited no closer than:
 - (a) 6.0 metres to the front lot line
 - (b) 1.0 metre to either side lot line
 - (c) 1.0 metre to the rear lot line.
 - (c) "7.2 (3.2) Despite 7.2 (3), accessory buildings with a floor area greater than 10.0 square metres shall be sited no closer than:
 - (a) 6.0 metres to the front lot line
 - (b) 1.5 metres to either side lot line
 - (c) 1.5 metres to the rear lot line.
 - (d) "7.2 (6.1) The maximum ~~93~~ floor area of an accessory building shall not exceed 45 square metres."

- (4) Section 8.0 "Suburban Residential Zone (R-1)" is amended by adding:
- (a) "8.2 (2.1) The height of an accessory building or structure shall not:
 - (a) exceed 5.0 metres; except where the roof pitch is less than 4:12, then the maximum height shall be 3.5 metres;
 - (b) exceed one storey; and
 - (c) include an attic or roof space greater than 1.5 metres in height measured from the ceiling of the storey below to the highest point of the building."
 - (b) "8.2 (3.1) Despite 8.2(3), accessory buildings with a floor area of 10.0 square metres or less shall be sited no closer than:
 - (a) 6.0 metres to the front lot line
 - (b) 1.0 metre to either side lot line
 - (c) 1.0 metre to the rear lot line.
 - (c) "8.2 (3.2) Despite 8.2(3), accessory buildings with a floor area greater than 10.0 square metres shall be sited no closer than:
 - (a) 6.0 metres to the front lot line
 - (b) 1.5 metres to either side lot line
 - (c) 1.5 metres to the rear lot line.
 - (d) "8.2 (4.1) The maximum gross floor area of an accessory building shall not exceed 45 square metres."
- (5) Section 9.0 "Medium Density Urban Residential Zone (R-1-A)" is amended by adding:
- (a) "9.2 (2.1) The height of an accessory building or structure shall not:
 - (a) exceed 5.0 metres; except where the roof pitch is less than 4:12, then the maximum height shall be 3.5 metres;
 - (b) exceed one storey; and
 - (c) include an attic or roof space greater than 1.5 metres in height measured from the ceiling of the storey below to the highest point of the building."
 - (b) "9.2 (3.1) Despite 9.2(3), accessory buildings with a floor area of 10.0 square metres or less shall be sited no closer than:
 - (a) 6.0 metres to the front lot line
 - (b) 1.0 metre to either side lot line
 - (c) 1.0 metre to the rear lot line.
 - (c) "9.2 (3.2) Despite 9.2(3), accessory buildings with a floor area greater than 10.0 square metres shall be sited no closer than:
 - (a) 6.0 metres to the front lot line
 - (b) 1.5 metres to either side lot line
 - (c) 1.5 metres to the rear lot line.
 - (d) "9.2 (4.1) The maximum gross floor area of an accessory building shall not exceed 45 square metres."
- (6) Section 10.0 "Urban Residential Zone (R-2)" is amended by adding:
- (a) "10.2 (2.1) The height of an accessory building or structure shall not:
 - (a) exceed 5.0 metres; except where the roof pitch is less than 4:12, then the maximum height shall be 3.5 metres;
 - (b) exceed one storey; and
 - (c) include an attic or roof space greater than 1.5 metres in height."
 - (b) "10.2 (3.1) Despite 10.2(3), accessory buildings with a floor area of 10.0 square metres or less shall be sited no closer than:
 - (a) 6.0 metres to the front lot line
 - (b) 1.0 metre to either side lot line

- (c) 1.0 metre to the rear lot line.
 - (c) "10.2 (3.2) Despite 10.2(3), accessory buildings with a floor area greater than 10.0 square metres shall be sited no closer than:
 - (a) 6.0 metres to the front lot line
 - (b) 1.5 metres to either side lot line
 - (c) 1.5 metres to the rear lot line.
 - (d) "10.2 (4.1) The maximum gross floor area of an accessory building shall not exceed 45 square metres."
- (7) Section 11.0 "Residential Zone (R-2-A)" is amended by deleting 11.2 (5), renumbering as required, and adding:
- (a) "11.2 (2.1) The height of an accessory building or structure shall not:
 - (a) exceed 5.0 metres; except where the roof pitch is less than 4:12, then the maximum height shall be 3.5 metres;
 - (b) exceed one storey; and
 - (c) include an attic or roof space greater than 1.5 metres in height measured from the ceiling of the storey below to the highest point of the building."
 - (b) "11.2 (3.1) Despite 11.2(3), accessory buildings with a floor area of 10.0 square metres or less shall be sited no closer than:
 - (a) 6.0 metres to the front lot line
 - (b) 1.0 metre to either side lot line
 - (c) 1.0 metre to the rear lot line.
 - (c) "11.2 (3.2) Despite 11.2(3), accessory buildings with a floor area greater than 10.0 square metres shall be sited no closer than:
 - (a) 6.0 metres to the front lot line
 - (b) 1.5 metres to either side lot line
 - (c) 1.5 metres to the rear lot line.
 - (d) "11.2 (4)(c) The maximum gross floor area of an accessory building shall not exceed 45 square metres."
- (8) Section 15.0 "Mobile Home Park Zone (MP-1)" is amended by adding:
- (a) "15.2 (3.1) Despite 15.2 (3), accessory buildings with a floor area of 10.0 square metres or less shall be sited no closer than:
 - (a) 6.0 metres to the front lot line
 - (b) 1.0 metre to either side lot line
 - (c) 1.0 metre to the rear lot line.
 - (b) "15.2 (3.2) Despite 15.2(3), accessory buildings with a floor area greater than 10.0 square metres shall be sited no closer than:
 - (a) 6.0 metres to the front lot line
 - (b) 1.5 metres to either side lot line
 - (c) 1.5 metres to the rear lot line.
 - (c) "15.2 (4.1) The height of an accessory building or structure shall not:
 - (a) exceed 5.0 metres; except where the roof pitch is less than 4:12, then the maximum height shall be 3.5 metres;
 - (b) exceed one storey; and
 - (c) include an attic or roof space greater than 1.5 metres in height measured from the ceiling of the storey below to the highest point of the building."
 - (d) "15.2 (6.1) The maximum gross floor area of an accessory building shall not exceed 45 square metres."

CITATION

(2) This bylaw may be cited for all purposes as "Town of Ladysmith Zoning Bylaw 1995, No. 1160 Amendment Bylaw (No. 82), 2008, No. 1727".

READ A FIRST TIME on the 7th day of June , 2010

READ A SECOND TIME on the 7th day of June , 2010

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

on the 5th day of July , 2010

AMENDED AT SECOND READING

on the day of , 2010

READ A THIRD TIME, AS AMENDED,

on the day of , 2010

ADOPTED

on the day of , 2010

Mayor (R. Hutchins)

Corporate Officer (S. Bowden)

TOWN OF LADYSMITH

BYLAW NO. 1731

ROAD CLOSURE, DISPOSITION AND EXCHANGE BYLAW NO. 1731, 2010

WHEREAS, pursuant to section 40 of the *Community Charter*, Council may, by bylaw, close a portion of a highway to traffic and remove dedication of the highway, if prior to adopting the bylaw, Council publishes notices of its intention in a newspaper and provides an opportunity for persons who consider they are affected by the bylaw to make representations to Council;

AND WHEREAS pursuant to section 41 of the *Community Charter* Council is exchanging the closed portions of Gladden Road ("**Gladden Road**") which provides public access to Ladysmith Harbour and portions of an unnamed road adjacent to Rocky Creek Road ("**Unnamed Road**") for another area to be dedicated as road that provides access to Ladysmith Harbour and that Council considers will be of at least equal benefit to the public;

AND WHEREAS the Council of the Town of Ladysmith deems it expedient to close traffic, remove the dedication of highway, and dispose of:

- (a) that portion of Gladden Road comprising 0.533 hectares, dedicated at the Victoria Land Title Office by plans 15622 and VIP65303; and
- (b) the Unnamed Road having an area of 576 *sq. metres* and 543 *sq. metres* respectively dedicated by Plan 19015 which is shown outlined in bold black on the road closure reference plan prepared by D.G. Wallace, BCLS on the ____ day of _____, 2010, a reduced copy of which is attached hereto as Schedule "A";

AND WHEREAS the disposition of that portion of Gladden Road and the Unnamed Road will be for the purpose of consolidation with the adjacent property owned by the registered owners of:

- (a) Parcel A (DD16132N) except part in Plan 17737, District Lot 81, Oyster District;
- (b) District Lot 86, Oyster District;
- (c) Lot A, District Lot 98, Oyster District, Plan VIP _____
- (d) District Lot 87 of District Lot 38 except part in Plan 19015 and VIP70166
- (e) Parcel A (DD9912N) of District Lot 84 of District Lot 38, Oyster District; and
- (f) Lot A, District Lot 87, Oyster District, Plan 19015;

(the "**Adjacent Parcels**")

AND WHEREAS the Council does not consider that the closure of that portion of Gladden Road or the Unnamed Road will affect the transmission or distribution facilities or works of utility operators;

AND WHEREAS notices of Council's intention to close that portion of Gladden Road and the Unnamed Road to traffic, to remove their dedication as highway, and to dispose of them in exchange for other land to be dedicated as highway were published in a newspaper and posted in the public notice posting place, and Council has provided an opportunity for persons who consider they are affected by the closure and disposition to make representations to Council on the ____ day of _____, 2010;

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

1. The portion of the following highways are closed to all types of traffic:

- (a) that part of Gladden Road dedicated by Plan 15622 and Plan VIP65303, being approximately 0.533 *hectares* in area; and
- (b) those portions of the Unnamed Road dedicated by Plan 19015 having areas of 576 *sq. metres* and 543 *sq. metres* respectively, (collectively the "**Closed Road**") all as shown outlined in black on the reference plan attached to this

Bylaw as Schedule "A".

2. The dedication as a highway of the Closed Road is removed;
3. The Town of Ladysmith is authorized to accept in exchange for the Closed Road all those lands that are part of or adjacent to:
 - (a) Parcel A (DD9912N) of District Lot 84 of District Lot 38, Oyster District;
 - (b) District Lot 86, Oyster District;
 - (c) District Lot 87 of District Lot 38 except part in Plan 19015 and VIP70166;
 - (d) Lot A, District Lot 87, Oyster District, Plan 19015;
 - (e) Lot A, District Lot 98, Plan VIP _____ shown as 'dedicated as road' on a Subdivision Plan of Parcel A (DD16132N) except part in Plan 15537, that Part of Lot 1, Plan 15527 lying to the South of a Straight Boundary Joining Points on the Easterly and Westerly Boundaries of said Lot 1 Distant 93.84 Feet and 91.01 Feet respectively from the North Easterly and North Westerly Corners of said Lot 1, that Part of Lot 1, Plan 15537 lying to the North of a Straight Boundary Joining Points on the Easterly and Westerly Boundaries of said Lot 1 Distant 93.84 Feet and 91.10 Feet respectively from the North Easterly and North Westerly corners of said Lot 1, all in District Lot 81,

District Lot 86, Lot A, Plan VIP , District Lot 98, District Lot 87 of District Lot 38, except Part in Plan 19015 and VIP70166, Parcel A (DD9912N) of District Lot 84 of District Lot 38, Lot A, District Lot 87, Plan 19015, and the Closed Road shown in Plan VIP all in Oyster District prepared by J.E. Anderson & Associates dated , 2010, and reduced copy of which is attached hereto as Schedule "B".

4. The Town of Ladysmith is hereby authorized to dispose of and convey the Closed Road in fee simple to the registered owners of the Adjacent Parcels, on the condition that the Closed Road is consolidated with the Adjacent Parcels;
5. The Mayor and Corporate Officer are authorized to execute and deliver such transfers, deeds of land, plans and other documentation necessary as are required to raise title and transfer title of the Closed Road to the registered owners of the Adjacent Parcels for deposit in the Victoria Land Title Office concurrently with the Subdivision Plan, and consolidating the Closed Road with one or more of the Adjacent Parcels as shown on the Subdivision Plan.
6. This Bylaw may be cited as "Road Closure, Disposition and Exchange Bylaw No. 1731, 2010".

READ A FIRST TIME THIS 7th day of June, 2010.

READ A SECOND TIME THIS 7th day of June, 2010.

READ A THIRD TIME THIS 7th day of June, 2010.

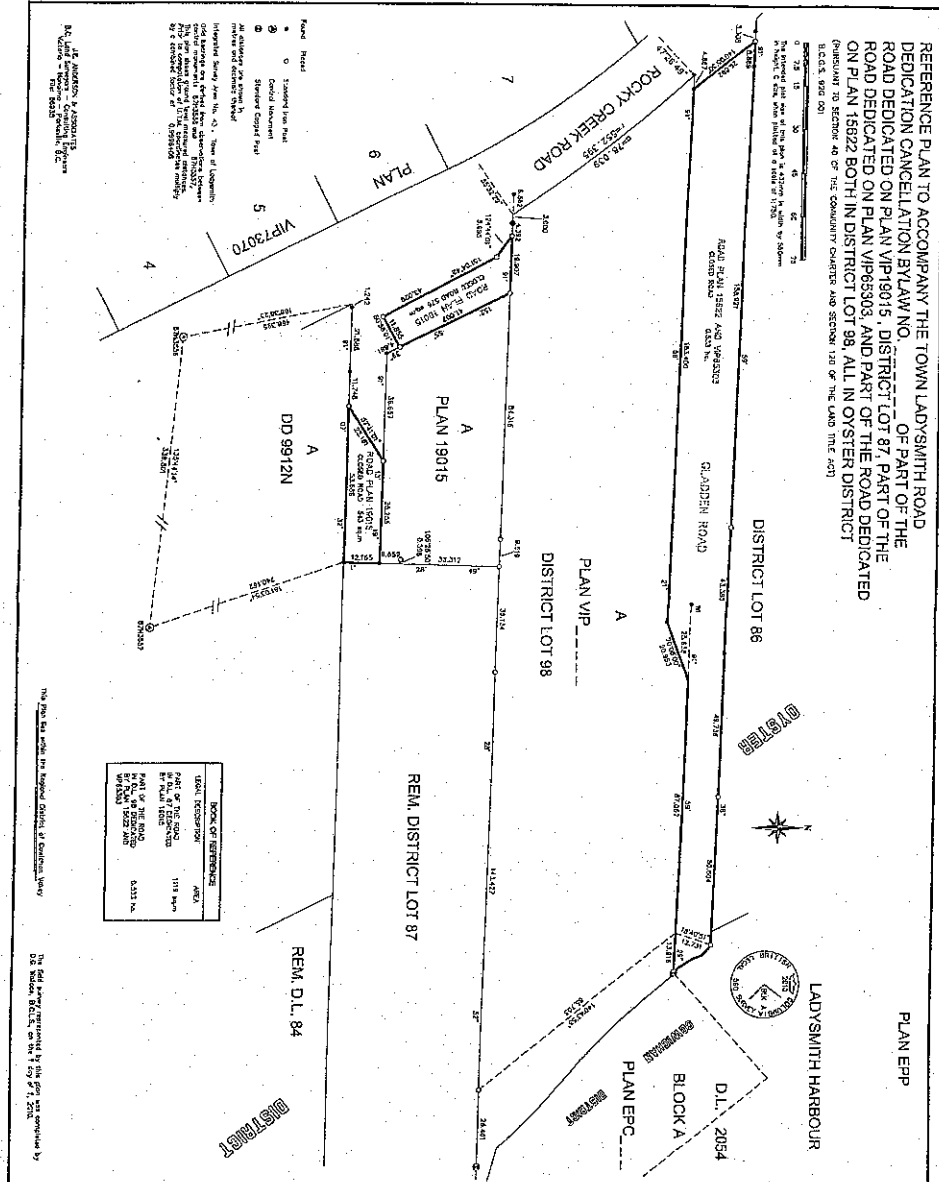
Approved this 25th day of August, 2010 by the Ministry of Transportation pursuant to section 41(3) of the *Community Charter*.

Finally passed and adopted this _____ day of _____, 2010.

Mayor
(R. Hutchins)

Corporate Officer
(S. Bowden)

SCHEDULE A Road Closure Reference Plan





File:
Your File:

August 25, 2010

Town of Ladysmith
Parks, Recreation & Culture
P.O. Box 220
810 6th Ave
Ladysmith, BC V9G 1A2

Attn: Pat Durban, Approving Officer

Re: Road Closure Notice (Gladden Road, Ladysmith)

Thank you for your referral (email of Aug 16, 2010) regarding the abovementioned Road Closure in the Town of Ladysmith.

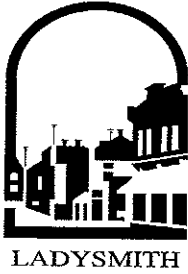
The Ministry of Transportation and Infrastructure's interests are unaffected by this proposal.

Please feel free to contact me if you have any questions or wish to discuss further.

Yours truly,

Bob Wylie
Provincial Approving Officer

bwgladdenRC_2010



Town of Ladysmith

STAFF REPORT

To: Ruth Malli, City Manager
From: Felicity Adams, Director of Development Services
Date: August 30, 2010
File No: 3300-20 (218 Bayview Ave.)

Re: HOUSING AGREEMENT BYLAW FOR PROPOSED STRATA CONVERSION OF
218 BAYVIEW AVENUE (GENERATION PROPERTIES INC.)

RECOMMENDATION:

That Council give first, second and third reading to Bylaw 1739 cited as "Housing Agreement Bylaw 2010, No. 1739".

PURPOSE:

The purpose of this report is to present Housing Agreement Bylaw 1739 for the proposed strata conversion of the apartment building at 218 Bayview Avenue.

INTRODUCTION/BACKGROUND:

On August 3, 2010 Council provided preliminary approval to convert the building at 218 Bayview Avenue to strata title units subject to conditions. One of the conditions is to finalize a Housing Agreement.

SCOPE OF WORK:

The Housing Agreement Bylaw 1739 secures the following features at 218 Bayview Avenue:

- No restrictions on the ability to rent out units to non-owners;
- Two affordable units and one adaptable unit (that are rental units);
- That rental increases for all of the units in the building are subject to the Provincial Residential Tenancy Act; and
- The requirement that the Strata Corporation report annually to the Town to demonstrate compliance with the agreement.

ALTERNATIVES:

That Council not support Housing Agreement Bylaw 1739.

FINANCIAL IMPLICATIONS:

The applicant will bear the legal costs of the Housing Agreement.

LEGAL IMPLICATIONS:

Under section 905 of the *Local Government Act* the Town may, by bylaw, enter into a Housing Agreement with GPI Developments Inc. regarding the occupancy of the housing units at 218 Bayview Avenue.

CITIZEN/PUBLIC RELATIONS IMPLICATIONS:

A proponent information meeting was held on July 28, 2010 with current tenants of 218 Bayview Avenue.

INTERDEPARTMENTAL INVOLVEMENT/IMPLICATIONS:

The Building Inspector will ensure the installation of the 'Adaptable Unit' meets BC Building Code requirements.

RESOURCE IMPLICATIONS:

Strata conversion applications will take staff resources and the application fee is expected to off-set costs.

ALIGNMENT WITH SUSTAINABILITY VISIONING REPORT:

To increase the diversity of housing in the community, including affordable housing.

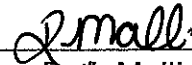
ALIGNMENT WITH STRATEGIC PRIORITIES:

Affordable housing is important to the community.

SUMMARY:

It is recommended that Council support first, second, and third reading of Housing Agreement Bylaw 1739.

I concur with the recommendation.



Ruth Malli, City Manager

ATTACHMENTS:

Bylaw 1739

TOWN OF LADYSMITH

BYLAW NO. 1739

A bylaw to authorize a Housing Agreement.

WHEREAS Section 905 of the *Local Government Act* provides that Council may enter into a Housing Agreement with an owner which may include terms and conditions agreed to regarding the occupancy of the housing units identified in the Agreement;

AND WHEREAS the Council wishes to enter into such an Agreement with respect to certain housing units located in the Town of Ladysmith;

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

1. The Council of the Town of Ladysmith hereby authorizes the Mayor and Corporate Officer to enter into an Agreement, on behalf of the Town of Ladysmith, in substantially the form attached hereto as Schedule A; which sets out terms and conditions of the occupancy of the housing units identified in the Agreement. The land identified in the Agreement is legally described as "Lot A, District Lot 56, Oyster District, Plan 26708".
2. Upon execution of the Agreement by the Mayor and Corporate Officer and application of the seal of the Town of Ladysmith, this Agreement shall be validly entered into as authorized by this Bylaw.
3. **Citation**

This bylaw may be cited for all purposes as "Housing Agreement Bylaw 2010, No. 1739".

READ A FIRST TIME on the _____ day of _____

READ A SECOND TIME on the _____ day of _____

READ A THIRD TIME on the _____ day of _____

ADOPTED on the _____ day of _____

Mayor
(R. Hutchins)

Corporate Officer
(S. Bowden)

**SCHEDULE A
HOUSING AGREEMENT
(Pursuant to Section 905 of the *Local Government Act*)**

THIS AGREEMENT is made the ____ day of _____, 2010.

BETWEEN:

THE TOWN OF LADYSMITH

410 Esplanade
Ladysmith, BC
V9G 1A2

(the "Town")

OF THE FIRST PART

AND:

GPI DEVELOPMENTS INC.

P.O. Box 220
Crofton, BC
V0R 1R0

(the "Owner")

OF THE SECOND PART

WHEREAS:

- A. Under section 905 of the *Local Government Act* the Town may, by bylaw, enter into a Housing Agreement with an owner regarding the occupancy of the housing units identified in the agreement, including but not limited to terms and conditions referred to in section 905(2) of the *Local Government Act*;
- B. The Owner is the registered owner in fee simple of lands in the Town of Ladysmith, British Columbia, with a civic address of 218 Bayview Avenue and legally described as:

PID #002-406-497
Lot A, District Lot 56, Oyster District, Plan 26708

(the "Lands");
- C. The Owner has made application to the Town to convert the Lands to a strata plan as set out in the 'Strata Property Act';
- D. The Town and the Owner wish to enter into this Agreement, as a Housing Agreement pursuant to section 905 of the *Local Government Act*, to secure the agreement of the Owner to provide affordable housing, adaptable housing, and no restrictions on rentals.

NOW THIS AGREEMENT WITNESSES that pursuant to section 905 of the *Local Government Act*, and in consideration of the premises and covenants contained in this agreement (the "Agreement"), the parties agree each with the other as follows:

1.0 Definitions

1.1 In this Agreement:

"**Accessibility**" means the ability of residential design to accommodate the physical ability of a resident.

"Adaptable Unit" means a residential unit that meets or exceeds the 'Adaptable Dwelling Unit' requirements of the BC Building Code.

"Affordable Unit" means a Dwelling Unit that is designated for rental in accordance with Article 4.0 of this Agreement.

"Development" means the development and use of the Lands as a forty-four (44) unit multi-family residential building.

"Dwelling Units" means forty-four (44) self-contained dwelling units within the Development.

"Non-owner" means a person other than the Owner who occupies a Dwelling Unit for residential purposes.

"Owner" includes a person who acquires an interest in the Lands or any part of the Lands and is thereby bound by this Agreement, as referred to in section 7.3.

"Subdivision" means the division of land into two (2) or more parcels, whether by plan, apt descriptive words, or otherwise, and includes subdivision under the Strata Property Act, and **"Subdivide"** has the corresponding meaning.

"Tenancy Agreement" has the same meaning as under the *Residential Tenancy Act*.

2.0 No Restrictions on Rentals

- 2.1 The Owner covenants and agrees that the building upon the Lands will contain residential units which must not be restricted as to their availability for rent by non-owners, and if stratified, may be occupied by the owners of the individual strata units in addition to 100% of the residential units being available as rental units to non-owners.
- 2.2 The Owner covenants and agrees that the Owner shall not take any steps, or enter into any agreements, or impose any rules or regulations whatsoever, the effect of which would be to prevent or restrict the use and occupation of a Dwelling Unit for rental residential purposes to a Non-Owner or from ensuring that all the Dwelling Units are rented or available for rentals.

3.0 Adaptable Housing

- 3.1 The Owner must incorporate and construct Accessibility features into the Development so that a minimum of one (1) of the Dwelling Units are Adaptable Units.
- 3.2 The Owner must ensure that all driveways and common areas on the Lands and in the Development are designed and maintained for use by Adaptable Unit occupants.

4.0 Affordable Housing

- 4.1 The Owner must designate a minimum of one (1) two-bedroom Dwelling Unit and one (1) one bedroom Dwelling Unit as Affordable Units for rental.
- 4.2 Monthly rent for each of the Affordable Units shall not exceed the average rent rate of a comparable unit in Nanaimo for the most recent year as published by the CMHC through their Rental Market Report.
- 4.3 The Owner agrees that any rent increases for the Dwelling Units will be subject to the requirements and limitations of the residential tenancy legislation in force at the time of the increase.

5.0 Reporting

5.1 The Owner covenants and agrees to provide to the Town of Ladysmith, within sixty (60) days of each annual general meeting of the Strata Corporation, a report in writing setting out the following:

- (a) the number, type and location by suite or strata lot number, of Dwelling Units that are being rented to Non-owners;
- (b) the number, type, and location by suite or strata lot number, of Affordable Units, and confirmation that the Affordable Units are being rented in accordance with Article 4.0;
- (c) the number, type, and location by suite or strata lot number, of Adaptable Units, and confirmation that the Adaptable Units are being rented in accordance with Article 3.0; and
- (d) any changes or proposed changes to the Strata Corporation's bylaws that may affect the terms of this Agreement.

5.2 The Owner acknowledges that it is within the Town's sole discretion to consent or not to consent to modifications of this Agreement and that such consent may be withheld for any reason.

6.0 Notice to be Registered in Land Title Office

6.1 Notice of this Agreement will be registered in the Land Title Office by the Owner at the cost of the Owner in accordance with section 905 of the *Local Government Act*, and this Agreement is binding on the parties to this Agreement as well as all persons who acquire an interest in the Lands after registration of the Notice.

7.0 GENERAL PROVISIONS

Notice

7.1 If sent as follows, notice under this Agreement is considered to be received

- (a) seventy-two (72) hours after the time of its mailing (by registered mail) or faxing, and
- (b) on the date of delivery if hand-delivered,

to the City:

Town of Ladysmith
410 Esplanade
Ladysmith, B.C.
V9G 1A2
Attention: Director of Development Services
Fax: 250-245-6411

to the Owner:

GPI Developments Inc.
8114 York Avenue, Unit 101
Crofton, B.C.
V0R 1R0
Fax: 250-416-0292

If a party identifies alternate contact information in writing to another party, notice is to be given to that alternate address.

If normal mail service or facsimile service is interrupted by strike, work slow-down, force majeure, or other cause,

- (a) notice sent by the impaired service is considered to be received on the date of delivery, and
- (b) the sending party must use its best efforts to ensure prompt receipt of a notice by using other uninterrupted services, or by hand-delivering the notice.

Time

7.2 Time is of the essence of this Agreement.

Binding Effect

7.3 This Agreement will ensure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors, and permitted assignees. In accordance with section 905(6) of the *Local Government Act*, this Agreement is binding on all who acquire an interest in the Lands, and the Owner only during the Owner's ownership of any interest in the Lands, and with respect only to that portion of the Lands of which the Owner has an interest.

Waiver

7.4 The waiver by a party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement is not to be construed as a waiver of any future or continuing failure, whether similar or dissimilar.

Headings

7.5 The headings in this Agreement are inserted for convenience and reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any provision of it.

Language

7.6 Wherever the singular, masculine and neuter are used throughout this Agreement, the same is to be construed as meaning the plural or the feminine or the body corporate or politic as the context so requires.

Cumulative Remedies

7.7 No remedy under this Agreement is to be deemed exclusive but will, where possible, be cumulative with all other remedies at law or in equity.

Entire Agreement

7.8 This Agreement when executed will set forth the entire agreement and understanding of the parties as at the date it is made.

Further Assurances

7.9 Each of the parties will do, execute, and deliver, or cause to be done, executed, and delivered all such further acts, documents and things as may be reasonably required from time to time to give effect to this Agreement.

Amendment

7.10 This Agreement may be amended from time to time upon terms and conditions acceptable to the parties.

Law Applicable

7.11 This Agreement is to be construed in accordance with and governed by the laws applicable in the Province of British Columbia.

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

THE TOWN OF LADYSMITH by its)
authorized signatories:)

_____)
Name: Rob Hutchins, Mayor)

_____)
Name: Sandy Bowden, Corporate Officer)

GPI DEVELOPMENTS INC. by its)
authorized signatories:)

_____)
Name:)

_____)
Name:)

TOWN OF LADYSMITH

BYLAW NO. 1740

A Bylaw to Amend the Town of Ladysmith Building and Plumbing Bylaw 1994, No. 1119

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

1. CITATION

This bylaw may be cited for all purposes as "Ladysmith Building and Plumbing Bylaw 1994, No. 1119, Amendment Bylaw 2010, No. 1740".

2. AMENDMENT

The "Ladysmith Building and Plumbing Bylaw 1994, No. 1119" is hereby amended as follows:

(a) Delete Section 13.2 in its entirety and replace it with the following Section 13.2:

13.2 (a) A person who applies for a permit to move up to three buildings or structures or parts of them either within or into the Municipality shall deposit with the Building Inspector a certified cheque or other financial security in the amount of Five Thousand Dollars (\$5,000.00) payable to the Municipality, in a form satisfactory to the Chief Financial Officer to ensure that the building shall be completely re-erected on the new site within twelve months of the date of issuance of the Moving Permit.

(b) A person who applies for permits to move four or more buildings or structures either within or into the Municipality shall deposit with the Building Inspector a certified cheque or other financial security in the amount of Twenty Thousand Dollars (\$20,000.00) payable to the Municipality, in a form satisfactory to the Municipal Treasurer to ensure that the buildings shall be completely re-erected on the new sites within twelve months of the date of issuance of the Moving Permits.

(c) If one or more of the buildings or structures referred to in paragraph (a) or (b) is/are not completed within the specified time, the Building Inspector may send a written notice to the applicant stating that the building does not comply with this Bylaw or other enactment and direct the applicant to remedy the non-compliance within thirty days from the date of the notice. If the non-compliance is not remedied within the period of thirty days, the Municipality may use the security to remedy the non-compliance, and if the cost to remedy exceeds the amount of the security then the amount of the difference may be recovered by the Municipality as taxes in accordance with applicable Community Charter provisions.

(b) Delete the last sentence of Section 13.9. Section 13.9 to read as follows:

13.9 Every person relocating a building or structure from a site within the Municipality shall ensure that the site is left in a neat, clean and safe condition after the removal.

READ A FIRST TIME on the day of , 2010
READ A SECOND TIME on the day of , 2010
READ A THIRD TIME on the day of , 2010
ADOPTED on the day of , 2010

Mayor (R. Hutchins)