



# 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 3, 2013  
7:00 p.m.

## AGENDA

Page

CALL TO ORDER 6:00 P.M. in order to retire immediately into Closed Session

1. AGENDA APPROVAL

2. CLOSED MEETING

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

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

3. ARISE AND REPORT

4. MINUTES

4.1. Minutes of the Regular Meeting of Council held August 19, 2013

1 - 4

5. DELEGATIONS

None

6. PROCLAMATIONS

6.1. Mayor Hutchins has proclaimed September 27 to 29, 2013 as "Culture Days" in the Town of Ladysmith.

5

6.2. Mayor Hutchins has proclaimed October 21 to 27, 2013 as "Waste Reduction Week" in the Town of Ladysmith.

6

7. DEVELOPMENT APPLICATIONS

7.1. Development Permit Application – AYPQ Architecture

7 - 20

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Lot 1, District Lot 146, Oyster District, Plan VIP79719 (Fourth Avenue and Cook Street)

- 7.2. Development Permit Application – Camille Soer 21 - 27  
Lot 1, Block 6, District Lot 24, Oyster District, Plan 703A (810 Esplanade Avenue)

**8. COUNCIL COMMITTEE REPORTS**

- 8.1. Mayor R. Hutchins  
Cowichan Valley Regional District; Ladysmith Chamber of Commerce

- 8.2. Councillor B. Drysdale  
Heritage Revitalization Advisory Commission; Protective Services Committee; Trolley Committee

- 8.3. Councillor J. Dashwood  
Trolley Committee; Ladysmith Early Years Partnership; Cowichan Valley Regional District Community Safety Advisory Commission; Social Planning Cowichan Affordable Housing Directorate

- 8.4. Councillor G. Horth  
Government Services Committee; Advisory Planning Commission; Liquid Waste Management Committee; Ladysmith Downtown Business Association

- 8.4.1. Government Services Committee Recommendations, Meeting of August 19, 2013 28

- 8.5. Councillor D. Paterson  
Protective Services Committee; Parks, Recreation and Culture Commission; Festival of Lights

- 8.6. Councillor G. Patterson  
Community Health Advisory Committee; Youth Advisory Committee; Liquid Waste Management Committee

- 8.7. Councillor S. Arnett  
Advisory Design Panel; Parks, Recreation and Culture Commission; Vancouver Island Regional Library Board; Celebrations Committee

**9. STAFF REPORTS**

- 9.1. Properties for Inclusion in Permissive Tax Exemption Bylaw for 2014 29 - 48

- 9.2. Sewage & Water Services Update (presentation by the Director of Infrastructure Services)

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	<u>Page</u>
9.3. Subdivision Bylaw Revision – First Phase	49 - 68
9.4. Property Disposition – Public Laneway Between 320 and 330 First Avenue	69 - 72
9.5. Acquisition of Composting Screener and Related Equipment	73 - 74
<b>10. BYLAWS</b>	
10.1. Town of Ladysmith Zoning Bylaw 1995, No. 1160, Amendment Bylaw (no. 94) 2013, No. 1831 May be read a third time and adopted.  The purpose of Bylaw 1831 is to remove the following uses from the UR-1 zone ‘agriculture, horticulture, silviculture, and greenhousing’. Council waived the Public Hearing for Bylaw 1831 in accordance with Section 890(4)(b) of the <i>Local Government Act</i> . Accordingly, members of the public wishing to speak to Bylaw 1831 will be permitted to do so.	75
10.2. Town of Ladysmith Subdivision and Development Servicing Bylaw 2013, No. 1834 May be read a first, second and third time.  Bylaw 1834 is the subject of a staff report under agenda item 9.3.	76 - 107
10.3. Town of Ladysmith Community Centre and Facilities Fees and Charges Bylaw 2013, No. 1835  May be read a first, second and third time.  The purpose of Bylaw 1835 is to establish fees and charges for the Town’s Community Centre and recreational facilities.	108 -110
10.4. Town of Ladysmith Road Closure and Dedication Removal Bylaw 2013, No. 1836  May be read a first, second and third time.  Bylaw 1836 is the subject of a staff report under agenda item 9.4	111 -112
<b>11. CORRESPONDENCE</b>	
11.1. Mayor Stewart Young, City of Langford Downloading of Infrastructure Costs from B.C. Hydro  <u>Staff Recommendation:</u> That Council consider whether it wishes to request B.C. Hydro to re-evaluate its current position on funding the extension of hydro-electric	113

power into new, planned development areas as outlined in the correspondence from Mayor Stewart Young, City of Langford, dated August 12, 2013.

**12. NEW BUSINESS**

**13. UNFINISHED BUSINESS**

None

**14. QUESTION PERIOD**

- A maximum of 15 minutes is allotted for questions.
- Persons wishing to address Council during “Question Period” must be Town of Ladysmith residents, non-resident property owners, or operators of a business.
- Individuals must state their name and address for identification purposes.
- Questions put forth must be on topics which are not normally dealt with by Town staff as a matter of routine.
- Questions must be brief and to the point.
- Questions shall be addressed through the Chair and answers given likewise. Debates with or by individual Council members or staff members are not allowed.
- No commitments shall be made by the Chair in replying to a question. Matters which may require action of the Council shall be referred to a future meeting of the Council.

**15. ADJOURNMENT**



**TOWN OF LADYSMITH  
MINUTES OF A MEETING OF COUNCIL  
MONDAY, AUGUST 19, 2013  
COUNCIL CHAMBERS, CITY HALL  
7:00 P.M.**

**COUNCIL MEMBERS PRESENT:**

Mayor Rob Hutchins                      Councillor Jillian Dashwood                      Councillor Bill Drysdale  
Councillor Duck Paterson                      Councillor Glenda Patterson

**COUNCIL MEMBERS ABSENT:**

Councillor Steve Arnett                      Councillor Gord Horth

**STAFF PRESENT:**

Ruth Malli                                      Sandy Bowden                                      Felicity Adams  
Erin Anderson                                      John Manson                                      Clayton Postings  
Joanna Winter

**CALL TO ORDER**

Mayor Hutchins called the Regular Meeting of Council to order at 5:45 p.m. in order to retire immediately into a Closed Meeting.

**CLOSED MEETING**

**CS 2013-291**

It was moved, seconded and carried at 5:45 p.m. that Council retire into Closed Meeting in order to consider the following matters:

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

**REGULAR MEETING**

The Regular Meeting of Council resumed at 7:00 p.m.

**AGENDA APPROVAL**

**CS 2013-292**

It was moved, seconded and carried that the agenda for the Regular Council meeting held on August 19, 2013 be approved with the following additions:

- 11.1 Government Services Committee recommendation
- 11.2 Ladysmith Show and Shine
- 11.3 Kinsmen Park Playground

11.4 Homelessness Initiative Announcement

**MINUTES**

CS 2013-293 It was moved, seconded and carried that the minutes of the Regular Meeting of Council held August 6, 2013 be approved.

**STAFF REPORTS**

CS 2013-294 **Rotary Club of Ladysmith Proposal for Transfer Beach**  
It was moved, seconded and carried that Council decline with regret the generous proposal by the Rotary Club of Ladysmith to build a retaining wall and upgrade the beach at Transfer Beach Park, due to budgetary considerations and additional costs associated with archaeological investigations; and further that staff be directed to work with the Rotary Club of Ladysmith to determine if they would consider undertaking another project at Transfer Beach Park such as the replacement of playground equipment.

CS 2013-295 **Leases in Town-owned Buildings on Oyster Bay Drive**  
It was moved, seconded and carried that:  
1. The following leases in Town-owned buildings on Oyster Bay Drive be renewed for a two-year period:  
Unit D, Machine Shop to D. Brown ((\$5 per square foot)  
Unit F Machine Shop to J. Richards (\$5 per square foot)  
Units J, K, L to Machine Shop to Ladysmith Arts Council (\$1 per unit per year)  
Splicing Shed to Blondeau's Wood Products (\$5 per square foot)  
Round House to PMG Heritage Yachts (\$5 per square foot), and that  
2. Staff be directed to proceed with the required statutory notice of the proposed leases.

Council considered correspondence from R. Johnson and from H. Blackstaff related to potential future use of the Machine Shop on Oyster Bay Drive, including restoration of Steam Locomotive #11. It was agreed that Council's previous direction to issue a request for proposals for use of Unit B in the Machine Shop is the most appropriate way to manage all requests for use of vacant space in the Machine Shop.

**BYLAWS**

CS 2013-296 **Town of Ladysmith Zoning Bylaw 1996, No. 1160, Amendment Bylaw (No. 93) 2013, No. 1830**  
It was moved, seconded and carried that Town of Ladysmith Zoning Bylaw 1996, No. 1160, Amendment Bylaw (No. 93) 2013, No. 1830 be adopted.

## NEW BUSINESS

**CS 2013-297**      **Ladysmith Show and Shine 2013**  
It was moved, seconded and carried that a letter of thanks and appreciation be written to the organizing committee of Ladysmith Show and Shine 2013 for hosting another excellent car show.

**CS 2013-298**      It was moved, seconded and carried that a letter be written to Ron Howe expressing Council's sincere appreciation for his ten years of dedication in organizing the highly successful Ladysmith Show and Shine.

### **Kin Park Playground**

Councillor Paterson announced that the Ladysmith Kinsmen Park on Brown Drive won the Kinsmen National Service Award as the best Kinsmen or Kinette project in Canada in 2012. He believes this is due to the tremendous participation by the entire Ladysmith community in the project.

**CS 2013-299**      It was moved, seconded and carried that a letter be sent to the Ladysmith Kinsmen Club congratulating the entire club for winning the Kinsmen National Service Award for best community project.

### **Government Services Committee Recommendation**

**CS 2013-300**      It was moved, seconded and carried that Council support the "Be a Living Legacy" project to increase awareness and registration of organ donors in Ladysmith as requested by Marni Harrison, and that the Town's support include distribution of organ donor information, a proclamation and banner display.

Councillor Dashwood announced that there will be a luncheon on September 24, 2013 to launch a Homelessness Count initiative.

## QUESTION PERIOD

J. Tieleman reminded Council that the Ladysmith Downtown Business Association and Ladysmith Family and Friends will be holding a Harvest Dance on Saturday, September 15.

R. Johnson was advised that the town is working with the provincial authorities to follow up on a recent boat fire and sinking off Slack Point.

R. Johnson was advised that staff are working with members of the Ladysmith Golf Club Society to determine the most appropriate approach to repairing the culvert on the Golf Course.

R. Johnson enquired whether the Upper Holland Creek Bridge will be widened to accommodate All Terrain Vehicles and was advised that all aspects of the matter are under consideration.

**CLOSED MEETING**

CS 2013-301 It was moved, seconded and carried at 7:32 p.m. that the Closed Meeting of Council resume after a two-minute recess.

**ARISE AND REPORT** Council arose from the Closed Meeting at 8:42 p.m. without report.

**ADJOURNMENT**

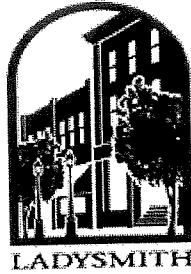
CS 2013-302 It was moved, seconded and carried that this meeting of Council be adjourned at 8:42 p.m.

CERTIFIED CORRECT:

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

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





TOWN OF LADYSMITH

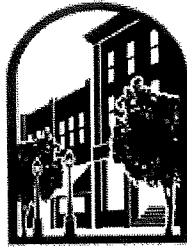
## PROCLAMATION

### "Culture Days"

- WHEREAS:** *Culture constitutes one of the main identity factors of the Town of Ladysmith and of the quality of life of its citizens; and*
- WHEREAS:** *Culture is an intrinsic component both of individual and societal development; and*
- WHEREAS:** *Culture arises and flourishes first locally; and*
- WHEREAS:** *the Town of Ladysmith has already shown its intention to implement projects that affirm both its cultural identity and the active participation of its citizens to the cultural life of the municipality; and*
- WHEREAS:** *the cultural community has set up an annual national event, Culture Days, that would consolidate a number of cultural events under a common theme across Canada by promoting the widest possible access to the arts, heritage and culture; and*
- WHEREAS:** *Culture Days is based on a true concern for cultural democratization;*
- THEREFORE,** *I, Robert Hutchins, Mayor of the Town of Ladysmith, do hereby proclaim September 27<sup>th</sup> to 29<sup>th</sup>, 2013 as Culture Days in the Town of Ladysmith, British Columbia.*

Mayor R. Hutchins

September 3, 2013



LADYSMITH

TOWN OF LADYSMITH

## PROCLAMATION

### "Waste Reduction Week"

- WHEREAS:** *As a municipality, we are committed to conserving resources, protecting the environment and educating the community; and*
- WHEREAS:** *We recognize the generation of solid waste and the needless waste of water and energy resources as global environmental problems; and*
- WHEREAS:** *We endeavour to take the lead in our community toward environmental sustainability;*
- THEREFORE,** *I, Robert Hutchins, Mayor of the Town of Ladysmith, do hereby proclaim October 21st to 27th as Waste Reduction Week in the Town of Ladysmith, British Columbia.*

Mayor R. Hutchins

September 3, 2013



Town of Ladysmith  
**STAFF REPORT**

To: Ruth Malli, City Manager  
From: Felicity Adams, Director of Development Services  
Date: August 28, 2013  
File No: 3060-13-08

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Re: Development Permit Application – AYPQ Architecture  
Subject Property: Lot 1, District Lot 146, Oyster District, Plan VIP79719

**RECOMMENDATION:**

That Council issue Development Permit 3060-13-08 to permit a 12 unit townhouse development on Lot 1, District Lot 146, Oyster District, Plan VIP79719;

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

**PURPOSE:**

The purpose of this staff report is to present for Council's consideration a Development Permit application for a multi-family residential development on the subject property shown in the map below.

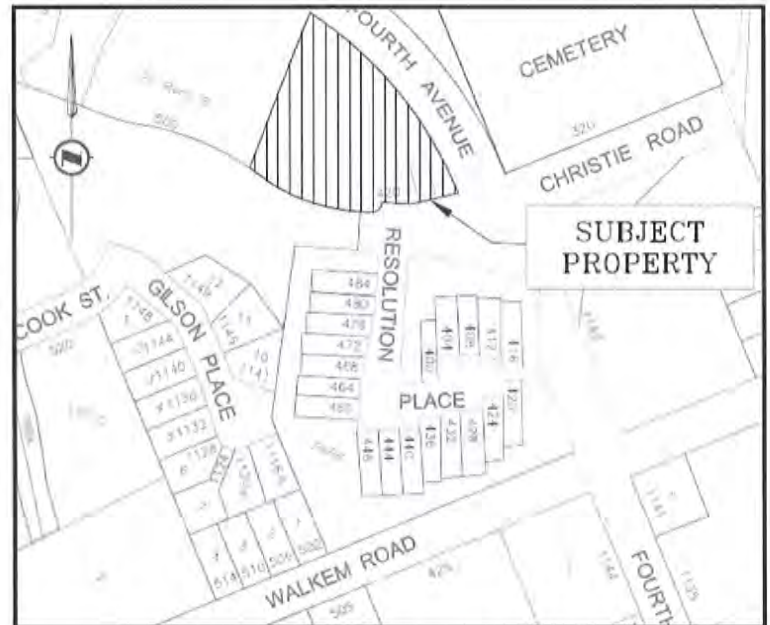
**INTRODUCTION/BACKGROUND:**

The subject property is 0.5 ha (1.2 acres) in size. The applicant and architect, Angela Quek, is proposing a development of 12 residential units. The proposed design consists of four buildings, each containing three dwelling units. The two units on the main floor are 1500ft<sup>2</sup> and 1515ft<sup>2</sup> and the single second storey unit is 1859ft<sup>2</sup> in size.

**SCOPE OF WORK:**

The current stage of this development permit application is the consideration by Council of a development permit for a 12 unit multi-family development.

The subject property is designated as 'Multi-Family Residential' in the Official Community Plan and falls within Development



Permit Area 4 – Multi-Family Residential (DPA 4). The proposed design has been reviewed in relation to the DPA 4 guidelines:

*The scale, bulk, mass, character, shape, and form of new development should relate positively to that of adjacent development. A proper transition between adjacent uses shall be provided. The form of buildings should be varied so as to preserve the residential character of the area:*

- The concept of four separate buildings with gabled roof lines complements the adjacent properties to the south and west that are zoned for single family use. The proposed buildings are two stories in height which is also consistent with adjacent single family use. Residential units face public roads similar to a single family residential street (although nine of the units are accessed by an interior strata road).

*The use of natural materials for exterior finishing shall be encouraged. Buildings shall be encouraged to be designed in keeping with the west coast climate with particular attention given to protect walls and windows. The design of the building should acknowledge the varying influence of sunlight during the day and take advantage of natural light.*

- Vinyl board and batten siding is proposed, complimented with painted wood trim, and wood posts with natural stain finish. Walls and windows are protected with overhangs. Buildings have been oriented on the site to take advantage of viewsapes and window placement allows for the varying influence of natural light.

*Landscaping shall afford privacy to residents of the building and to adjacent property owners.*

- Effort is being made to retain existing trees at the entrance to the site including Cedar, Douglas Fir, Maple and Arbutus. The proposed vegetation at the corner of Fourth Avenue and Cook Street is naturalized in character utilizing existing trees with the addition of native species for infill. The property frontage along Fourth Avenue and Cook Street is proposed to be landscaped with Red Oaks as the primary street tree, complemented with shrub rose, Oregon grape, and sword fern.
- Rear patios areas are primarily focussed to the interior of the site. A set of three retaining walls, each one metre in height, is proposed for the interior of the site. The retaining walls will be landscaped with creeping California lilac, honeysuckle vines, and apple trees.
- Landscaped areas are also proposed at the entry to each residential unit, to screen parking and service areas, and to afford privacy for patio areas.
- Driving and walking surfaces will be a combination of asphalt, pavers, and concrete used in combination to help delineate between different uses. For example, common area vehicle access will be asphalt while driveways will be concrete. The recycling area, mailbox area, and visitor parking will be pavers.



*Barrier free design principles shall be used to provide access to and egress from multi-family developments.*

- Eight of the units are level entry and have the potential to be wheelchair accessible.

*Lighting should be oriented away from adjacent properties and directed onto the multiple residential site.*

- Lighting will include low, landscape lighting; and illumination on the buildings at entrances and driveways.

The subject property is zoned Medium Density Residential (R-3-A). The proposed project is consistent with the R-3-A zone. The height of each building is within 10 metres. The required 19 parking stalls are provided. A restrictive covenant is registered on the title of the subject property which limits the density to 12 units. The project is consistent with the covenant.

#### ALTERNATIVES

To not issue Development Permit 3060-13-08 for reasons related to the Development Permit Area guidelines.

#### FINANCIAL IMPLICATIONS

n/a

#### LEGAL IMPLICATIONS

A development permit is required prior to constructing a building on this property.

#### CITIZEN/PUBLIC RELATIONS IMPLICATIONS:

This application was presented to the Advisory Design Panel (ADP) on Monday, August 26, 2013. The ADP recommended that Council support the Development Permit application, including in this case vinyl siding, with further consideration to be given to the roof colour. The applicant has given further consideration to roof colour and each building will have a different shade of asphalt shingle that compliments the overall colour scheme of each individual building. The proposed roof colours are: 'Marlarkey Natural Wood', 'Marlarkey Weatherwood', and 'Marlarkey Black Oak'.

#### INTERDEPARTMENTAL INVOLVEMENT/IMPLICATIONS:

The application has been referred to the Infrastructure Services department for their comments and they are supportive of the proposed site plan.

#### RESOURCE IMPLICATIONS:

Processing development permit applications is within available staff resources.

#### ALIGNMENT WITH SUSTAINABILITY VISIONING REPORT:

The proposed design is consistent with the Sustainability Visioning Report.



ALIGNMENT WITH STRATEGIC PRIORITIES:

Effective land use planning and community design are strategic Council directions.

SUMMARY:

It is recommended that Council support Development Permit 3060-13-08 as proposed.

I concur with the recommendation.

*R. Malli*

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Ruth Malli, City Manager

ATTACHMENTS:

Development Permit 3060-13-08



TOWN OF LADYSMITH  
DEVELOPMENT PERMIT 3060-13-08  
(Section 920 *Local Government Act*)

DATE: September 3, 2013

TO:           Owner:           JR Homes Ltd. Inc. No. 546400  
              Applicant:       AYPQ Architecture/Angela Quek  
              (PERMITTEE)

Address:       P.O. Box 38  
              Ladysmith, B.C.  
              V9G 1A1

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 1  
District Lot 146  
Oyster District  
Plan VIP79719  
PID# 026-445-778  
(referred to as the "Land")

3. This Permit has the effect of authorizing the issuance of a building permit for the construction of buildings and structures 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 5 and 6 of this Permit.

4. This Permit does not have the effect of varying the use or density of the Land specified in Zoning Bylaw No. 1160.

5. The Permittee, as a condition of the issuance of this Permit, agrees to develop the land as shown in the schedules below:

Schedule A: Roof and Site Plan (AYPQ Architecture 7/30/2013)  
Schedule B: Parking and Grading Plan (AYPQ Architecture 7/30/2013)  
Schedule C: Elevations (AYPQ Architecture 27/08/2013)  
Schedule D: Side Elevations (AYPQ Architecture 7/15/2013)  
Schedule E: Perspectives and Colours (AYPQ Architecture 7/30/2013)  
Schedule F: Recycling/Refuse Enclosure (AYPQ Architecture 7/15/2013)  
Schedule G: Landscape Plan (Victoria Drakeford 4/8/2013)  
Schedule H: Landscape Specifications (Victoria Drakeford 4/8/2013)

6. The Permittee, as a condition of the issuance of this Permit agrees that:
  - a. The landscaping shall be inspected by the landscape architect, with an inspection report completed by the landscape architect, prior to consideration of return of the landscape bond referred to in section 7 of this Permit.
  - b. The colour of each building roof (asphalt shingles) shall vary such that the following general roof colours are utilized 'Marlarkey Natural Wood', 'Marlarkey Weatherwood', and 'Marlarkey Black Oak'.

7. This Permit is issued on the condition that the Permittee has provided to the Town of Ladysmith security in the form of an irrevocable Letter of Credit to guarantee the performance of the conditions in section 5 and 6 of this Permit respecting landscaping. The Letter of Credit shall be for a period of two years, shall be automatically extended, and shall be in the amount of \$50,000.00. The landscape security may be submitted in two phases and shall be submitted prior to the issuance of a building permit for that phase. Phase one is six residential units and the installation of 50% of the soft landscaping; and phase two is six residential units and the installation of the remaining 50% of the soft landscaping as shown in Schedule G and Schedule H of this Permit.
8. Should the Permittee fail to satisfy the conditions referred to in section 5 and 6 of this Permit, the Town of Ladysmith may undertake and complete the works required to satisfy the landscaping conditions at the cost of the Permittee, and may apply the security in payment of the cost of the work, with any excess to be returned to the Permittee.
9. Should there be no default as herein provided, or where a Permit lapses, the Town of Ladysmith shall return any security provided to the Permittee.
10. 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 **3060-13-08** or any amendment hereto shall be binding upon all persons who acquire an interest in the land affected by this Permit.
11. 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.
12. The plans and specifications attached to this Permit are an integral part of this Permit.
13. This Permit prevails over the provisions of the Bylaw in the event of conflict.
14. Despite issuance of this permit, construction may not start without a Building Permit or other necessary permits.

AUTHORIZING RESOLUTION PASSED BY THE COUNCIL OF THE TOWN OF  
LADYSMITH ON THE \_\_\_\_ DAY OF \_\_\_\_\_ 201\_\_.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CORPORATE OFFICER

\_\_\_\_\_  
OWNER

\_\_\_\_\_  
PLEASE PRINT NAME



Architectural  
 AYPQ Architecture  
 13270 Doole Road  
 Ladysmith, BC V9G 1G8  
 Tel: (250) 245-7555  
 Fax: (250) 245-7555  
 info@aypqarchitecture.com

Owner  
 J&S Homes Ltd.  
 Ladysmith, BC V9G 1C3  
 Tel: (250) 741-0333

Address  
 4th Ave & Cook Street

Legal Description  
 Lot 1 District Lot 146 Oyster District Plan  
 V1P/17/19

PID  
 026-445-778

Site Area  
 5212 sq. m.

Parcel Coverage  
 1294 sq. m.

Total Gross Floor Area  
 1924 sq. m.

Number of Dwelling Units  
 12

Floor Space Ratio  
 0.31

Building height  
 Building #1 = 8.62m  
 Building #2 = 8.62m  
 Building #3 = 8.75m  
 Building #4 = 9.60m  
 12m maximum permitted

Number of Storeys  
 2

Off Street Parking  
 20 spaces provided  
 19 spaces required

Development Permit Area  
 DPA



Schedule A: Roof and Site Plan  
 (AYPQ Architecture 7/30/2013)  
 DP 3060-13-08  
 Angela Quek

ARBUTUS GROVE  
 AO1217  
 Roof and Site Plan  
 1" = 40'-0"  
 2020/01/10 10:42:08 AM

AYPQ ARCHITECTURE

1025 Cook Street  
 Ladysmith BC V9G 1G8  
 Canada V9G 1G8  
 Tel: (250) 245-7555  
 Fax: (250) 245-7555  
 info@aypqarchitecture.com



Schedule B: Parking and Grading Plan  
 (AYPQ Architecture 7/30/2013)  
 DP 3060-13-08  
 Angela Quek

**ARBUTUS GROVE**

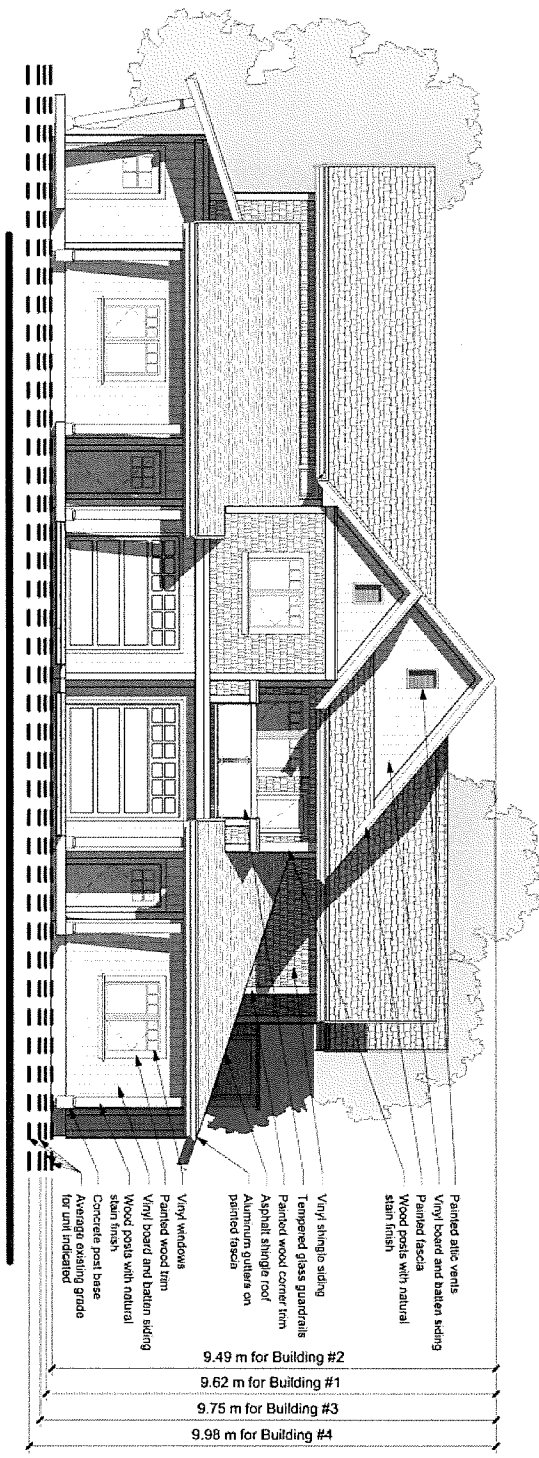
AQ1217

**Parking and Grading Plan**

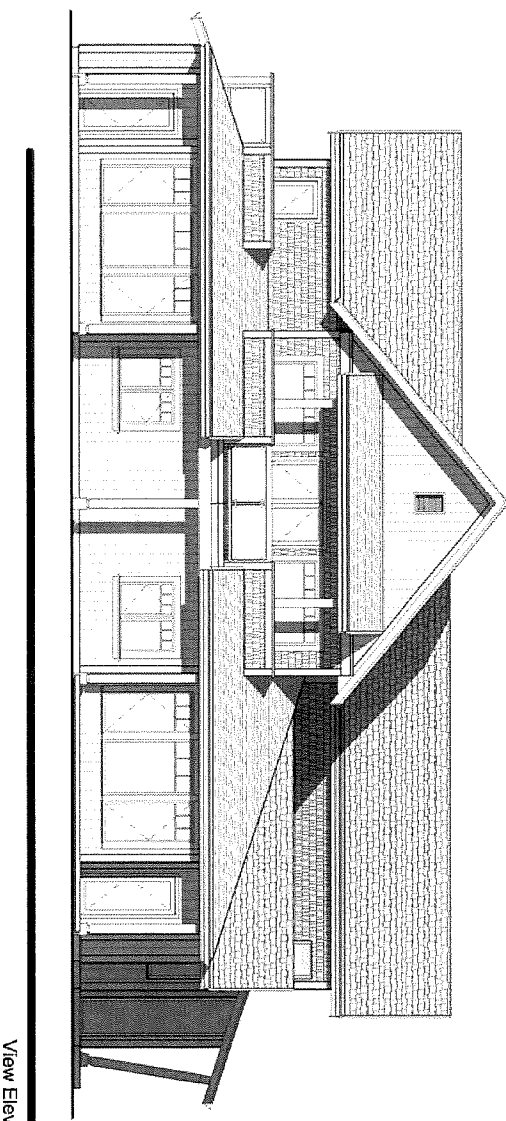
1" = 40'-0"  
 7/30/2013 10:42:59 AM

**AYPQ ARCHITECTURE**

1450 Kensington Road  
 Vancouver, British Columbia  
 V6M 4K6  
 Tel: 604.275.5555  
 Fax: 604.275.5555  
 www.aypq.com



Street Elevation



View Elevation

Schedule C: Elevations  
 (AYPQ Architecture 27/08/2013)  
 DP 3060-13-08  
 Angela Quek

Revision 130827 Vinyl Shingle siding

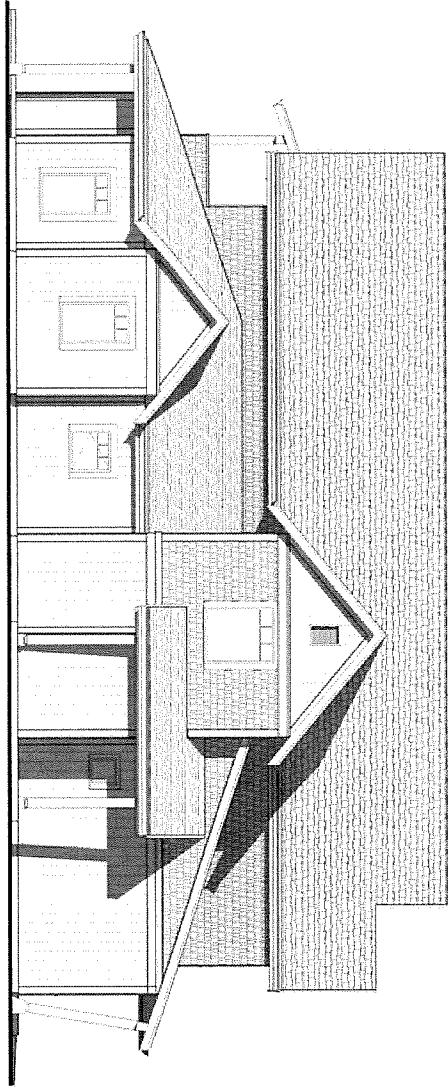
Wallace Townhomes  
 AQ1217

Elevations

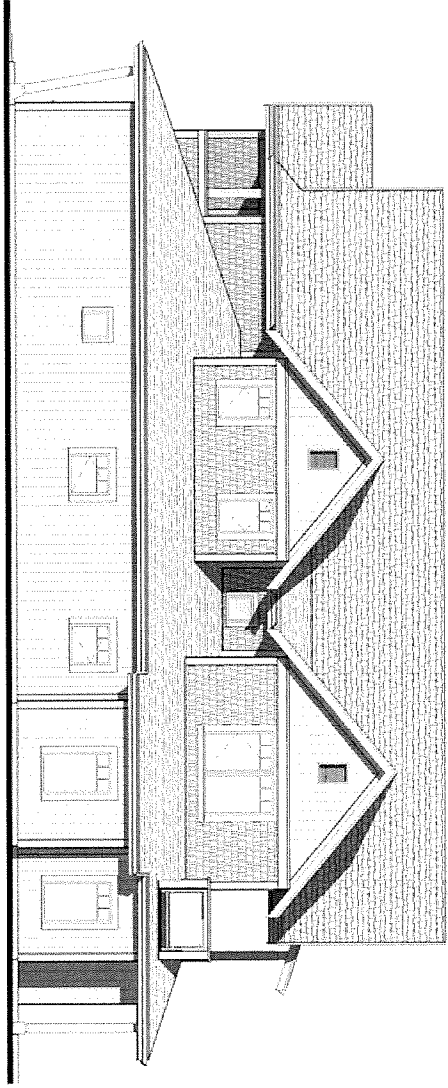
1/8" = 1'-0"  
 27/08/2013 8:15:40 PM

AYPQ ARCHITECTURE

11251 Denison Avenue  
 Scarborough, Ontario  
 M1V 4Y4  
 Tel: 416-291-1811 Fax: 416-291-1812  
 www.aypq.com



Side Elevation



Side Elevation

Schedule D: Side Elevations  
 (AYPQ Architecture 7/15/2013)  
 DP 3060-13-08  
 Angela Quek

**Wallace Townhomes**  
 AQ1217

Elevations  
 1/8" = 1'-0"  
 7/15/2013 2:28 PM

**AYPQ ARCHITECTURE**  
 11201 Cedar Road  
 Vancouver, BC  
 V6P 4M7  
 604-275-7556, 756  
 www.aypqarchitecture.com





Screening



Street Context and Colours

Schedule E: Perspectives and Colours  
 (AYPQ Architecture 7/30/2013)  
 DP 3060-13-08  
 Angela Quek

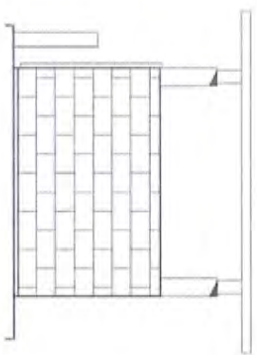
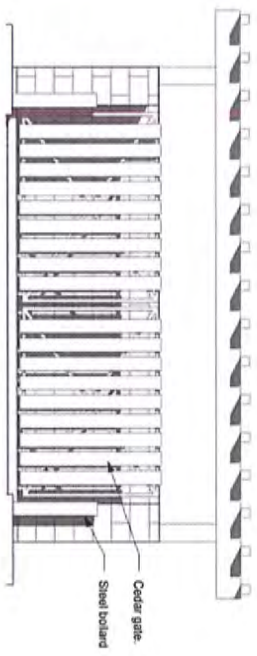
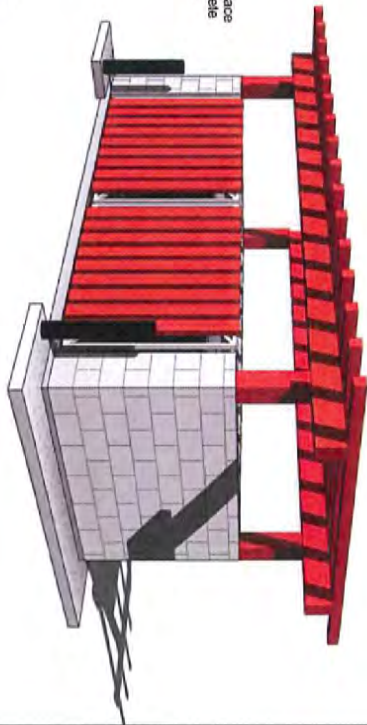
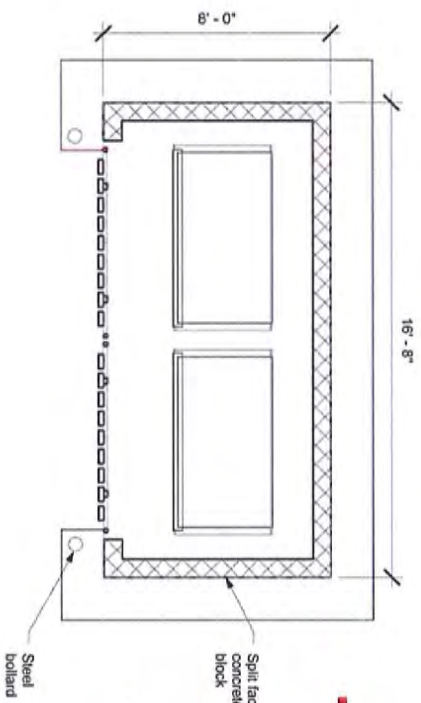
**ARBUTUS GROVE**  
 A01217

Perspectives and Colours

7/30/2013 10:42:40 AM

**AYPQ ARCHITECTURE**

1125 Steeles Ave. East  
 Suite 101  
 Scarborough, ON M1V 5K6  
 Canada  
 Tel: (416) 291-7020  
 Fax: (416) 291-7021  
 www.aypq.com



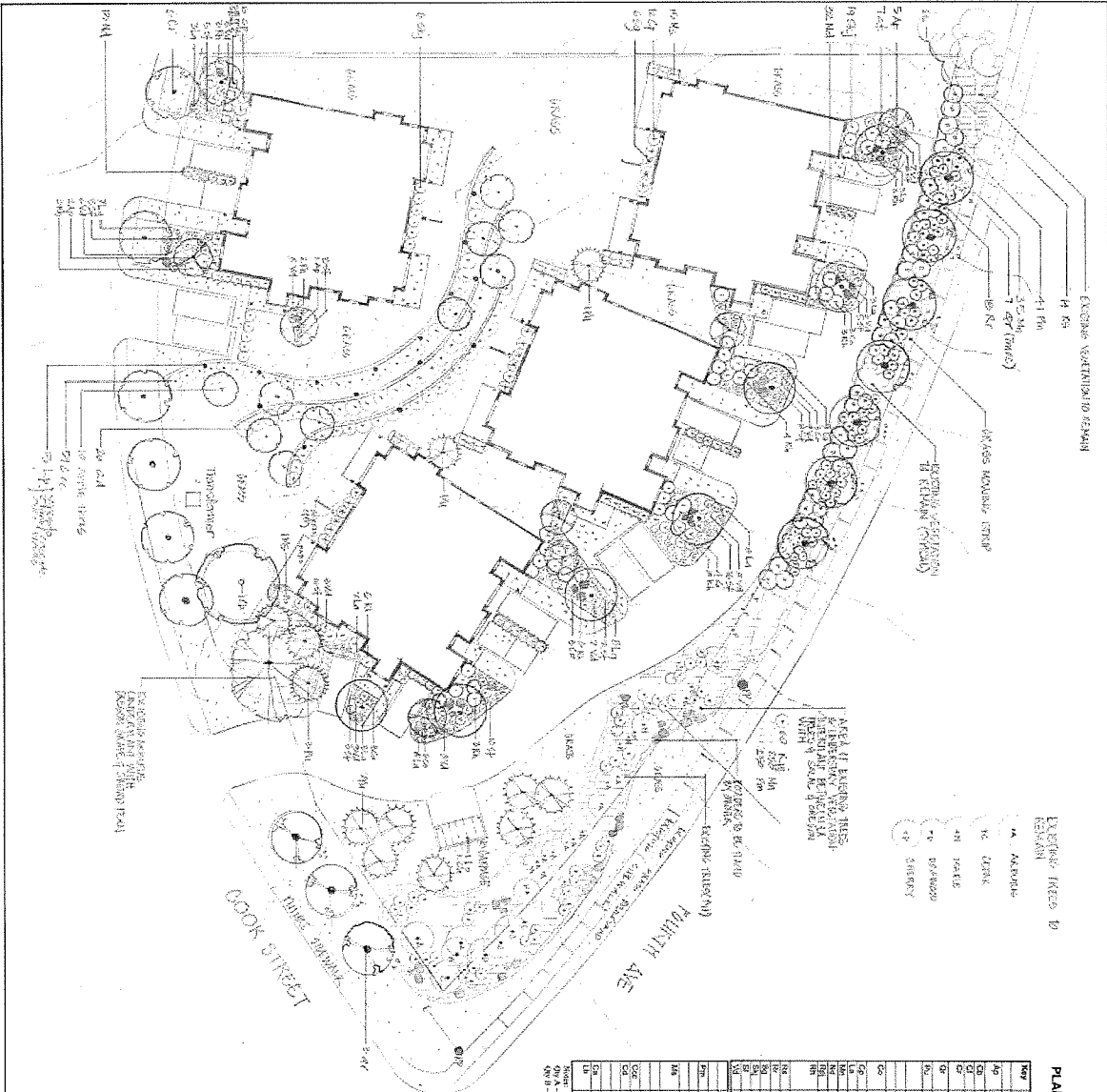
Schedule F: Recycling/Refuse Enclosure  
 (AYPQ Architecture 7/15/2013)  
 DP 3060-13-08  
 Angela Quek

Wallace Townhomes  
 A01217

Recycling/Refuse Enclosure

1/4" = 1'-0"  
 7/15/2013 2:55:32 PM

AYPQ ARCHITECTURE  
 11250 Duxton Road  
 Vancouver, British Columbia  
 V6N 2K1, Canada  
 www.aypq.com



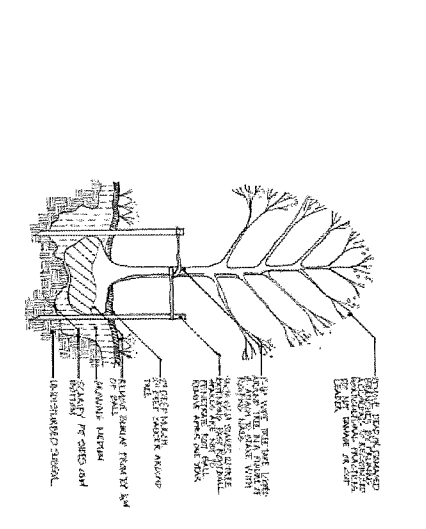
**PLANT LIST**

Ref	Qty	Plant Name	Common Name	Fltr	Remarks
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2	1	As per site plan			
3	1	As per site plan			
4	1	As per site plan			
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**Schedule G: Landscape Plan**  
**(Victoria Drakeford 4/8/2013)**  
**DP 3060-13-08**  
**Angela Quek**

<p><b>LANDSCAPE PLAN</b></p> <p>DATE: 04/08/2013          DRAWN BY: ANGELA QUEK          PROJECT NUMBER: 4-3060-13-08          DRAWING NUMBER: 1-1-1-2</p>	<p><b>LANDSCAPE PLAN</b></p> <p>DATE: 04/08/2013          DRAWN BY: ANGELA QUEK          PROJECT NUMBER: 4-3060-13-08          DRAWING NUMBER: 1-1-1-2</p>
--	--

LANDSCAPE SPECIFICATIONS	
GENERAL	
1.1	REFERENCED to: Landscape work. 1. FIELD ARCHITECT: Landscape Specialist, Landmark. 2. REFERENCED to: Site Plan. 3. REFERENCED to: Site Plan. 4. REFERENCED to: Site Plan. 5. REFERENCED to: Site Plan. 6. REFERENCED to: Site Plan.
1.2	1. All work shall be done in accordance with the requirements of the British Columbia Building Code and the City of Victoria Building Code. 2. All work shall be done in accordance with the requirements of the City of Victoria Building Code and the City of Victoria Planning Code. 3. All work shall be done in accordance with the requirements of the City of Victoria Planning Code and the City of Victoria Building Code.
1.3	1.0 SITE VISITS MEETING 1.1 All parties shall attend a meeting to discuss the project and to review the requirements of the City of Victoria Building Code and the City of Victoria Planning Code. 1.2 The meeting shall be held at the site of the project. 1.3 The meeting shall be held on the first day of the project. 1.4 The meeting shall be held on the first day of the project.
1.4	1.0 IRIGATIONS 1.1 The irrigation system shall be installed in accordance with the requirements of the City of Victoria Building Code and the City of Victoria Planning Code. 1.2 The irrigation system shall be installed in accordance with the requirements of the City of Victoria Building Code and the City of Victoria Planning Code.
1.5	1.0 BOUNDARIES 1.1 The boundaries of the project shall be established in accordance with the requirements of the City of Victoria Building Code and the City of Victoria Planning Code. 1.2 The boundaries of the project shall be established in accordance with the requirements of the City of Victoria Building Code and the City of Victoria Planning Code.
1.6	1.0 ROCKS 1.1 The rocks shall be installed in accordance with the requirements of the City of Victoria Building Code and the City of Victoria Planning Code. 1.2 The rocks shall be installed in accordance with the requirements of the City of Victoria Building Code and the City of Victoria Planning Code.
1.7	1.0 PLANTING 1.1 All plants shall be planted in accordance with the requirements of the City of Victoria Building Code and the City of Victoria Planning Code. 1.2 All plants shall be planted in accordance with the requirements of the City of Victoria Building Code and the City of Victoria Planning Code.



**Schedule H: Landscape Specifications**  
**(Victoria Drakeford 4/8/2013)**  
**DP 3060-13-08**  
**Angela Quek**

NO.	DESCRIPTION
1.0	IRIGATIONS
1.1	100% POLYPROPYLENE GEOTEXTILE
1.2	150mm COMPACTED GRANULAR FILL
1.3	100mm RAINWATER DRAINAGE
1.4	100mm POLYPROPYLENE GEOTEXTILE
1.5	150mm GRANULAR FILL
1.6	100mm RAINWATER DRAINAGE
1.7	100mm POLYPROPYLENE GEOTEXTILE
1.8	150mm GRANULAR FILL
1.9	100mm RAINWATER DRAINAGE
1.10	100mm POLYPROPYLENE GEOTEXTILE

NO.	DESCRIPTION
1.0	BOUNDARIES
1.1	100% POLYPROPYLENE GEOTEXTILE
1.2	150mm COMPACTED GRANULAR FILL
1.3	100mm RAINWATER DRAINAGE
1.4	100mm POLYPROPYLENE GEOTEXTILE
1.5	150mm GRANULAR FILL
1.6	100mm RAINWATER DRAINAGE
1.7	100mm POLYPROPYLENE GEOTEXTILE
1.8	150mm GRANULAR FILL
1.9	100mm RAINWATER DRAINAGE
1.10	100mm POLYPROPYLENE GEOTEXTILE

NO.	DESCRIPTION
1.0	ROCKS
1.1	100% POLYPROPYLENE GEOTEXTILE
1.2	150mm COMPACTED GRANULAR FILL
1.3	100mm RAINWATER DRAINAGE
1.4	100mm POLYPROPYLENE GEOTEXTILE
1.5	150mm GRANULAR FILL
1.6	100mm RAINWATER DRAINAGE
1.7	100mm POLYPROPYLENE GEOTEXTILE
1.8	150mm GRANULAR FILL
1.9	100mm RAINWATER DRAINAGE
1.10	100mm POLYPROPYLENE GEOTEXTILE

NO.	DESCRIPTION
1.0	PLANTING
1.1	100% POLYPROPYLENE GEOTEXTILE
1.2	150mm COMPACTED GRANULAR FILL
1.3	100mm RAINWATER DRAINAGE
1.4	100mm POLYPROPYLENE GEOTEXTILE
1.5	150mm GRANULAR FILL
1.6	100mm RAINWATER DRAINAGE
1.7	100mm POLYPROPYLENE GEOTEXTILE
1.8	150mm GRANULAR FILL
1.9	100mm RAINWATER DRAINAGE
1.10	100mm POLYPROPYLENE GEOTEXTILE

NO.	DESCRIPTION
1.0	IRIGATIONS
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1.5	150mm GRANULAR FILL
1.6	100mm RAINWATER DRAINAGE
1.7	100mm POLYPROPYLENE GEOTEXTILE
1.8	150mm GRANULAR FILL
1.9	100mm RAINWATER DRAINAGE
1.10	100mm POLYPROPYLENE GEOTEXTILE

NO.	DESCRIPTION
1.0	BOUNDARIES
1.1	100% POLYPROPYLENE GEOTEXTILE
1.2	150mm COMPACTED GRANULAR FILL
1.3	100mm RAINWATER DRAINAGE
1.4	100mm POLYPROPYLENE GEOTEXTILE
1.5	150mm GRANULAR FILL
1.6	100mm RAINWATER DRAINAGE
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1.8	150mm GRANULAR FILL
1.9	100mm RAINWATER DRAINAGE
1.10	100mm POLYPROPYLENE GEOTEXTILE

NO.	DESCRIPTION
1.0	ROCKS
1.1	100% POLYPROPYLENE GEOTEXTILE
1.2	150mm COMPACTED GRANULAR FILL
1.3	100mm RAINWATER DRAINAGE
1.4	100mm POLYPROPYLENE GEOTEXTILE
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1.6	100mm RAINWATER DRAINAGE
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1.8	150mm GRANULAR FILL
1.9	100mm RAINWATER DRAINAGE
1.10	100mm POLYPROPYLENE GEOTEXTILE

NO.	DESCRIPTION
1.0	PLANTING
1.1	100% POLYPROPYLENE GEOTEXTILE
1.2	150mm COMPACTED GRANULAR FILL
1.3	100mm RAINWATER DRAINAGE
1.4	100mm POLYPROPYLENE GEOTEXTILE
1.5	150mm GRANULAR FILL
1.6	100mm RAINWATER DRAINAGE
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1.9	100mm RAINWATER DRAINAGE
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NO.	DESCRIPTION
1.0	IRIGATIONS
1.1	100% POLYPROPYLENE GEOTEXTILE
1.2	150mm COMPACTED GRANULAR FILL
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1.8	150mm GRANULAR FILL
1.9	100mm RAINWATER DRAINAGE
1.10	100mm POLYPROPYLENE GEOTEXTILE

**LANDSCAPE SPECIFICATIONS**

**DATE: 4/8/2013**

**PROJECT: ANKILUS GROVE**

**SHEET: 1**

**DESIGNER: ANKILUS GROVE**

**CHECKED: ANKILUS GROVE**

**DATE: 4/8/2013**

**DRAWN: ANKILUS GROVE**

**DATE: 4/8/2013**

**PROJECT NUMBER: U222**





## Town of Ladysmith

### **STAFF REPORT**

To: Ruth Malli, City Manager  
From: Felicity Adams, Director of Development Services  
Date: August 28, 2013  
File No: 3060-13-11

---

Re: Development Permit Application – 810 Esplanade Avenue  
Lot 1, Block 6, District Lot 24, Oyster District, Plan 703A

#### RECOMMENDATION:

That Council issue Development Permit 3060-13-11 to permit building and landscaping improvements on Lot 1, Block 6, District Lot 24, Oyster District, Plan 703A;

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

#### PURPOSE:

The purpose of this staff report is to present for Council's consideration a Development Permit application for proposed building improvements and landscaping at 810 Esplanade (LD Plumbing and Heating).



#### INTRODUCTION/BACKGROUND:

The owners are proposing to update the building and improve the landscaping. The subject property is located at the corner of Kitchener Street and the Trans Canada Highway. The property is 15m x 36m in size (50ft x 119ft). The property is surrounded by commercial and single family residential uses.

The proposed improvements include:

- Removing the stucco from the building and residing with Hardiplank.
- Placing new shingles on the roof.
- Replacing the main entrance to the building with wider stairs, new railings, and a new canopy (Kichener St. side).
- Improving the front entrance area with new railings (Esplanade Ave. side).



- Landscaping improvements.

SCOPE OF WORK:

The subject property is designated as Downtown Mixed Use in the Official Community Plan and falls within Development Permit Area 2 – Downtown (DPA 2). The objective of DPA 2 is to ensure that new development and redevelopment are compatible with the form, scale, and character of existing development, to strengthen the downtown as the primary commercial focus of the Town and to realize the heritage, economic, culture and architectural potential of this area. The proposed design has been reviewed in relation to the DPA 2 guidelines:

*New development and redevelopment shall generally reflect the bulk, mass, character, shape, and form of adjacent buildings and the area generally. Effort shall be made to incorporate existing themes, roof structures, and canopies designed to afford protection to pedestrians in cases of inclement weather.*

The improved stairs and peaked roof over the entryway that is proposed for the south elevation of the building is consistent with the heritage style of residential buildings in the neighbourhood. Also, the proposed canopy over the entryway will provide protection from inclement weather.

*The use of appropriate exterior finishing materials shall be encouraged for all uses locating in the area, e.g. consistent with the heritage theme.*

The stucco will be removed and be replaced with green 'heathered moss' Hardiplank siding. This will be complimented with natural cedar columns, cedar beams, cedar fascia and a cedar door. Stair railings are proposed to be wood with black pickets. White vinyl windows will remain with dark grey painted trim around the windows. Black asphalt roofing is proposed.

*Hand-crafted signage of professional quality is encouraged. Signage shall conform to the Municipality's sign bylaw.*

The design of the signage is not a subject of this development permit. A sign permit will be required for new signage.

*Exterior storage, service, refuse, and parking areas shall be landscaped and should be fenced and buffered so as to minimize intrusions on adjacent uses:*

The storage area at the rear (with two parking stalls and refuse/recycle containers) will be screened on three sides with 6ft cedar fence panels. Three parking stalls are provided onsite as required by the zoning bylaw.

*Provide for the planting of vegetation and appropriate landscaping.*

The proposed landscaping improvements are to:

- Install cedar panel fencing to screen the rear storage area.
- Remove the grass and replace it with blue limestone rock.
- Plant a Japanese Maple & Golden Locust tree.





- Install a seasonal planting bed at the base of the free-standing sign in the front yard area.
- Replace an existing retaining wall with split-face allen block.
- Install concrete sidewalks in two highly travelled areas.

#### ALTERNATIVES

To not issue Development Permit 3060-13-11 for reasons related to the Development Permit Area guidelines.

#### FINANCIAL IMPLICATIONS

n/a

#### LEGAL IMPLICATIONS

A development permit is required prior to alterations to the building and the site.

#### CITIZEN/PUBLIC RELATIONS IMPLICATIONS

This application was presented to the Advisory Design Panel (ADP) on Monday, August 26, 2013. The ADP recommended that Council support the Development Permit application.

#### INTERDEPARTMENTAL INVOLVEMENT/IMPLICATIONS:

The Zoning Bylaw requires a 'visibility triangle' at the intersection of a street and a lane to ensure that there is no visual obstruction for vehicles, cyclists and pedestrians. Thus, a variance to the Zoning Bylaw is required to allow the 6ft fence to be located along the property line at the rear (Kitchener St. side). Infrastructure Services has advised that the visibility at the intersection of the lane and Kitchener St. is not significantly impacted by the proposed fence as there is a wide boulevard (for parking) that permits some visibility.

#### RESOURCE IMPLICATIONS

Processing development permit applications is within available staff resources.

#### ALIGNMENT WITH SUSTAINABILITY VISIONING REPORT:

Improvements to buildings and businesses in downtown Ladysmith is consistent with the Visioning Report.

#### SUMMARY:

It is recommended that Council support Development Permit 3060-13-11.

I concur with the recommendation



Ruth Malli, City Manager

#### ATTACHMENTS:

Development Permit 3060-13-11



TOWN OF LADYSMITH  
DEVELOPMENT PERMIT 3060-13-11  
(Section 920 *Local Government Act*)

DATE: September 3, 2013

TO: Camille Soer (APPLICANT)  
Morris Soer and Jennifer Ann Soer (LD Plumbing & Heating)  
(Name of Owner of the Land)  
(PERMITTEE)

Address: 13791 Cedar Road  
Ladysmith, BC  
V9G 1H4

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 1  
Block 6  
District Lot 24  
Oyster District  
Plan 703A  
PID#008-552-533  
CIVIC ADDRESS: 810 Esplanade Avenue  
(referred to as the "Land")

3. This Permit has the effect of authorizing the issuance of a building permit for the construction of, addition to and alteration of a building on the Land in accordance with the plans and specifications attached to this Permit, and subject to all applicable laws; as well as the alteration of land and a building on the land designated in the Official Community plan under section 919.1(1)(d);

Subject to the conditions, requirements and standards imposed and agreed to in section 6 of this Permit.

4. With respect to the Land Town of Ladysmith Zoning Bylaw 1995, No. 1160 is hereby varied as follows:
  - (a) Section 5.8 'Visibility at Intersection' is varied such that a cedar panel fence is permitted as shown in Schedule A: Site Plan.
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 to develop the land as shown in the schedules below:

Schedule A: Site Plan (Kevin Lamont - Aug. 2013)

Schedule B: Elevations and Finishing Schedule (Kevin Lamont - Aug. 2013)

7. This Permit is issued on the condition that the Permittee has provided to the Town of Ladysmith security in the form of an irrevocable Letter of Credit to guarantee the performance of the conditions in section 6 of this Permit respecting landscaping. The Letter of Credit shall be for a period of two years, shall be automatically extended, and shall be in the amount of \$ \_\_\_\_\_.
8. Should the Permittee fail to satisfy the conditions referred to in section 6 and 7 of this Permit, the Town of Ladysmith may undertake and complete the works required to satisfy the landscaping conditions at the cost of the Permittee, and may apply the security in payment of the cost of the work, with any excess to be returned to the Permittee.
9. Should the amount of the security required be under the sum of Two Thousand (\$2,000) Dollars, then the Permittee may, in lieu of a Letter of Credit, deposit with the Treasurer of the Town of Ladysmith the sum of the security in cash.
10. Should there be no default as herein provided, or where a Permit lapses, the Town of Ladysmith shall return any security provided to the Permittee.
11. 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 **3060-13-11** or any amendment hereto shall be binding upon all persons who acquire an interest in the land affected by this Permit.
12. 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.
13. The plans and specifications attached to this Permit are an integral part of this Permit.
14. This Permit prevails over the provisions of the Bylaw in the event of conflict.
15. Despite issuance of this permit, construction may not start without a Building Permit, Sign Permit or other necessary permits.

AUTHORIZING RESOLUTION PASSED BY THE COUNCIL OF THE TOWN OF  
LADYSMITH ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
MAYOR

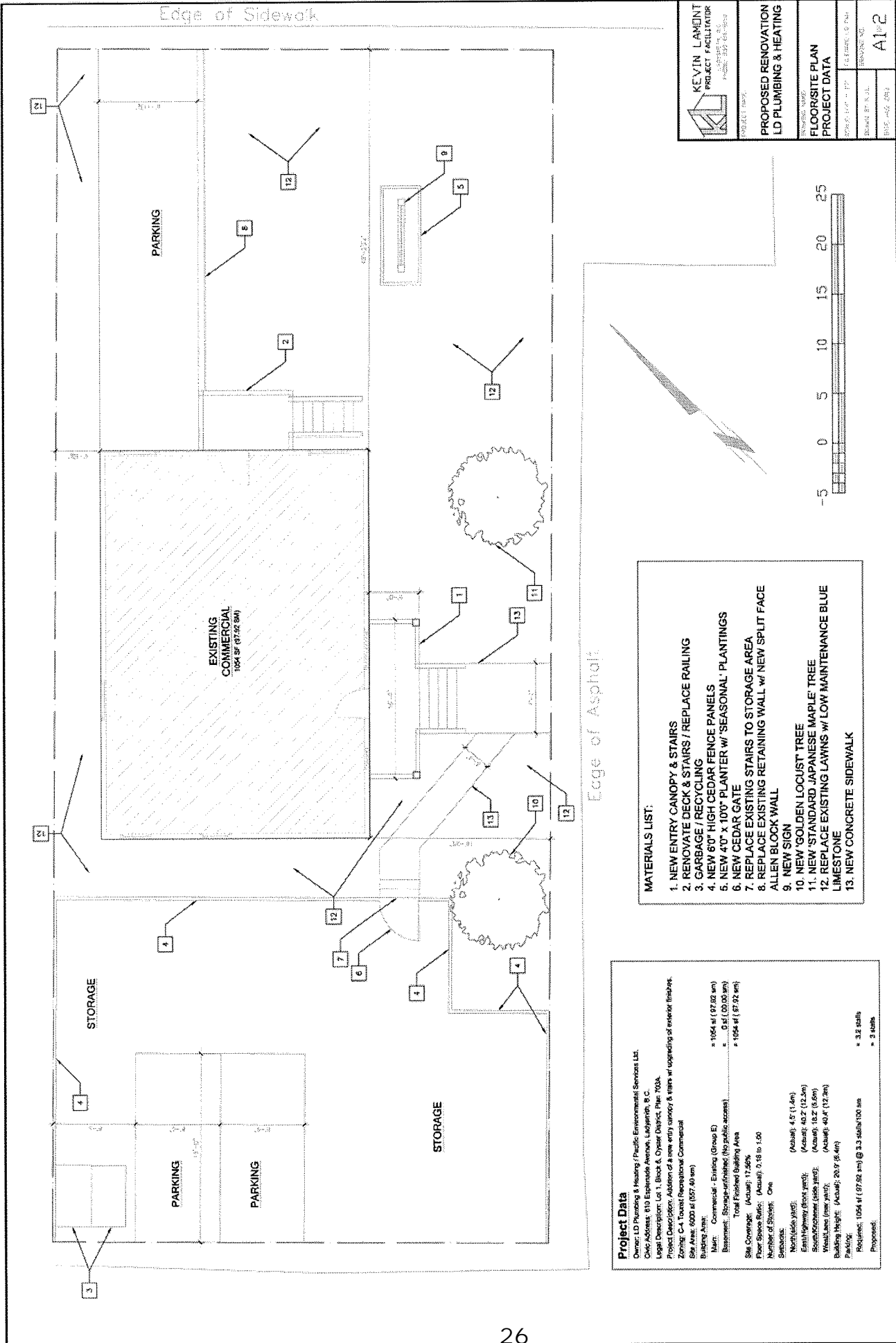
\_\_\_\_\_  
CORPORATE OFFICER

\_\_\_\_\_  
OWNER

\_\_\_\_\_  
PLEASE PRINT NAME

\_\_\_\_\_  
OWNER

\_\_\_\_\_  
PLEASE PRINT NAME



 <b>KEVIN LAMONT</b> PROJECT FACILITATOR <small>1000 W. 10th St. Suite 100          Portland, OR 97204</small>	
<b>PROPOSED RENOVATION</b> <b>LD PLUMBING &amp; HEATING</b>	
<b>FLOOR/SITE PLAN</b> <b>PROJECT DATA</b>	
PROJECT NO.: 1000-1000-1000	DATE: 08/2013
DRAWN BY: J.S.	REVIEWED BY:
DATE: 08/2013	SCALE: A1:2

- MATERIALS LIST:**
1. NEW ENTRY CANOPY & STAIRS
  2. RENOVATE DECK & STAIRS / REPLACE RAILING
  3. GARBAGE / RECYCLING
  4. NEW 60" HIGH CEDAR FENCE PANELS
  5. NEW 40" X 100" PLANTER W/ 'SEASONAL' PLANTINGS
  6. NEW CEDAR GATE
  7. REPLACE EXISTING STAIRS TO STORAGE AREA
  8. REPLACE EXISTING RETAINING WALL w/ NEW SPLIT FACE ALLEN BLOCK WALL
  9. NEW SIGN
  10. NEW 'GOLDEN LOCUST' TREE
  11. NEW 'STANDARD JAPANESE MAPLE' TREE
  12. REPLACE EXISTING LAWNs w/ LOW MAINTENANCE BLUE LIMESTONE
  13. NEW CONCRETE SIDEWALK

**Project Data**

Owner: LD Plumbing & Heating / Pacific Environmental Services Ltd.  
 City/Address: 610 Eastside Avenue, Ashland, OR  
 Legal Description: Lot 1, Block 4, Street District, Plan 703A  
 Project Description: Addition of a new entry canopy & stairs w/ upgrading of exterior finishes.  
 Zoning: C-1 (Local Neighbourhood Commercial)

Site Area: 6000 sq ft (57,40 sq m)	Commuter - Existing (Group E)	1,054 sq ft (97,92 sq m)
Building Area:	Basement - Storage/Trash (No public access)	0 sq ft (0,00 sq m)
	Total Finished Building Area	1,054 sq ft (97,92 sq m)

Site Coverage: (Actual) 17.26%

Plot Square Feet: (Actual) 0.18 to 1.00

Number of Stories: One

Basement:

Northside yard: (Actual) 4.5' (1.4m)

East side yard (front yard): (Actual) 40.2' (12.2m)

South side yard (back yard): (Actual) 10.2' (3.0m)

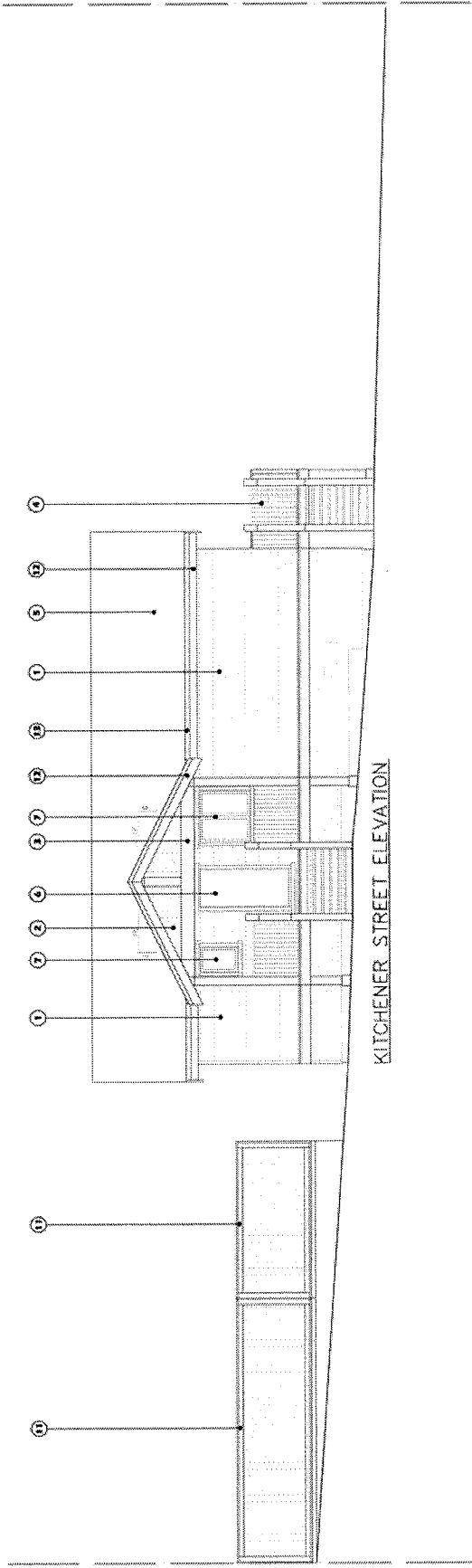
West side yard (rear yard): (Actual) 40.2' (12.2m)

Building Height: (Actual) 20.9' (6.4m)

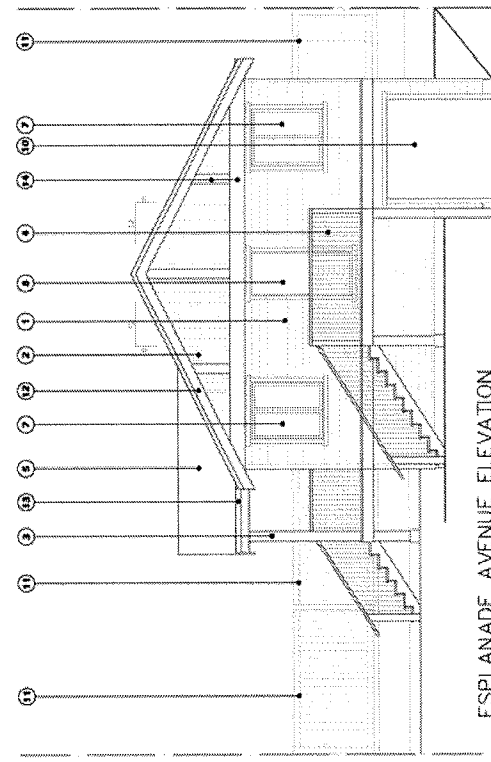
Finishing: 1054 sq ft (97.92 sq m) @ 3.3 sq ft/100 sq ft

Proposed: 3.2 stalls

**Schedule A: Site Plan (Kevin Lamont - August 2013)**  
 DP 3060-13-11 810 Esplanade Avenue  
 Camille Soer (LD Plumbing & Heating)




KITCHENER STREET ELEVATION



ESPLANADE AVENUE ELEVATION

- MATERIALS LIST:**
1. NEW 'HARDIE' BOARD FINISH - 'HEATHERED MOSS'
  2. NEW 'HARDIE' BOARD & BATTEN FINISH - 'HEATHERED MOSS'
  3. HEAVY TIMBER COLUMNS & BEAMS - SIKKENS 'NATURAL CEDAR'
  4. 42" HIGH RAILING - WOOD w/ 1" BLACK PICKETS
  5. NEW FIBERGLAS ROOFING - BLACK
  6. NEW INSULATED FIBERGLAS DOOR - SIKKENS 'NATURAL CEDAR'
  7. EXISTING VINYL WINDOWS - WHITE
  8. NEW INSULATED FIBERGLAS DOOR - SIKKENS 'NATURAL CEDAR'
  9. NEW 'HARDIE' WALL / WINDOW TRIM - 'IRON GRAY'
  10. EXISTING OVERHEAD DOOR PAINTED - 'HEATHERED MOSS'
  11. NEW CEDAR FENCE BEYOND - SIKKENS 'NATURAL CEDAR'
  12. NEW WOOD FASCIA - SIKKENS 'NATURAL CEDAR'
  13. NEW ALUMINUM GUTTER - BLACK
  14. NEW HEAVY TIMBER FACING - SIKKENS 'NATURAL CEDAR'



**KEVIN LAMONT**  
PROJECT FACILITATOR  
LAW OFFICE, P.C.  
PHONE: 306-949-9922

**PROPOSED RENOVATION  
LD PLUMBING & HEATING**

ELEVATIONS FINISH SCHEDULE	
ARCHITECT: K. SOER	DATE: 08/06/13
OWNER: LD Soer	PROJECT: 2013
DATE: 08/06/13	A2.2

**Schedule B: Elevations and Finishing Schedule**  
 (Kevin Lamont - August 2013)  
 DP 3060-13-11 810 Esplanade Avenue  
 Camille Soer (LD Plumbing & Heating)



## Town of Ladysmith

### **COMMITTEE REPORT**

To: Mayor and Council  
From: Government Services Committee  
Date: August 22, 2013  
File No:

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Re: **GOVERNMENT SERVICES COMMITTEE RECOMMENDATIONS -August 19, 2013**

At its August 19, 2013 meeting, the Government Services Committee recommended to Council the following:

1. That Council give approval in principle for a Ladysmith flag to be provided for the pole in front of the 49<sup>th</sup> Parallel Grocery Store at First Avenue and Symonds Street, and that Council accept with appreciation the offer from Island Hoppers to provide the attachment for the flag and to carry out maintenance for the foreseeable future as laid out in the recent correspondence from April Akroyd and family, subject to receiving applicable approvals.
2. That Council request staff to investigate the installation of a container for the disposal of pet waste along the Ladysmith waterfront in the vicinity of the Ladysmith Maritime Society Community Marina.





**Town of Ladysmith**  
**STAFF REPORT**

To: Ruth Malli, City Manager  
From: Erin Anderson, Director of Financial Services  
Date: August 26, 2013  
File No:

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Re: Properties on the Permissive Tax Exemption Bylaw

**RECOMMENDATION(S):**

It is recommended that Council direct staff to prepare a Permissive Tax Bylaw to include an exemption for:

- a) The Royal Canadian Legion for the Class 8 – Recreation area only at 621 1<sup>st</sup> Avenue; and
- b) The Ladysmith Maritime Society for the Area 1 – Community Amenities and Area 2 – Marine Tourist and Sewage Pump Out areas only at 610 Oyster Bay Drive; and
- c) The following organizations & properties currently listed on the previous Permissive Tax Exemption bylaw:
  - Anglican Synod Diocese of BC 314 Buller St  
Units J, K & L - 610 Oyster Bay Rd
  - Arts Council of Ladysmith Transfer Beach
  - Eco-Tourism Building 12 Buller St
  - Alcoholic Anonymous 1115A - 1st Ave and 721 1<sup>st</sup> Av
  - Ladysmith & District Historical Society 381 Davis Rd
  - Ladysmith Fellowship Baptist Church 1163 4th Ave
  - Ladysmith Festival of Lights 380 Davis Rd
  - Ladysmith Golf Club Society 910 1st Ave
  - Ladysmith Health Care Auxiliary 611 Oyster Bay Dr  
Unit C, I & M - 610 Oyster Bay Dr
  - Ladysmith Maritime Society Visitors Information Centre
  - Ladysmith Maritime Society
  - Ladysmith Maritime Society
  - Ladysmith Senior Citizens Housing Society 207 Jamison Rd
  - Ladysmith Senior Citizens Housing Society 101 1st Ave
  - Municipal Parking lot 17 & 25 Roberts St
  - Pentecostal Assemblies 1149 4th Ave
  - St John's Masonic Temple 26 Gatacre St
  - St. Mary's Catholic Church 1135 4th Ave
  - United Church of Canada 232 High Street

**PURPOSE:**

To obtain Council's direction regarding the extent of the permissive tax exemption on certain properties.

INTRODUCTION/BACKGROUND:

Under Section 224 of the *Community Charter*, Permissive Exemptions are permitted to certain properties providing the property or property owner meets specific conditions. These conditions include ownership, such as not for profit organizations and charitable organizations and specific use, such as care homes and recreational organizations. Many churches are already statutorily exempted for the building and footprint; the permissive tax exemption extends the exemption to the remaining portion of the property.

Each year, a bylaw is presented to Council. The bylaw and corresponding advertisement must be adopted prior to October 31 for the exemption to be in effect for the following taxation year.

Please note that the Ladysmith Senior's Centre & Ladysmith Resources Centre plus the Boys and Girls club already receive an exemption under 2010 Bylaw No. 1742 and Island Corridor Foundation is exempt under 2011 Bylaw No.1776.

Once the bylaws are adopted, they will be forwarded to BC Assessment to ensure the exemption to the assessments are put in-place for 2014.

One of the overarching *Community Charter* sections states Council cannot provide assistance to a business (CC.25). Such assistance includes providing an exemption to a fee or a tax.

A copy of the Permissive Tax Exemption policy is attached.

Detailed application forms are available for review in a binder located in the Finance Department.

Yearly Exemption

Applications for a Permissive Tax Exemption were mailed to each organization currently on the Permissive Tax Exemption bylaw. The due-date to return the information back to City Hall was August 15, 2013.

The majority of the information received back from the organization is consistent with 2012 Permissive Tax Exemption, with two exceptions:

- 1) The Royal Canadian Legion, Branch #171 requests a full Permissive Tax Exemption, and
- 2) The Ladysmith Maritime Society requests an additional 25% exemption for the contract moorage area of docks, above their current exemption of the community amenities and sewer pump-out areas.

The Royal Canadian Legion

The Legion building is comprised of a two tax categories (1) Class 8 – Recreation for the Hall and Kitchen area and (2) Class 6 – Business/Other Area for the bar area.

Currently, the exemption is for the Class 8 – Recreation area, leaving the bar area as taxable. In 2013, the Legion paid \$3,409.23 in property taxes.

The Permissive Tax Exemption policy states:

*Tax exemptions will only be granted to organizations that are a Registered Charity or Non-Profit Organization. The intent of this requirement is to ensure that municipal support is not used to further activities of an organization or individual that, if not for its not-for-profit status would otherwise be considered business, i.e. an organization that is operating as a Non-Profit; although it charges market value for services available, and would be comparable in operations and perception to public as a For Profit Business. Non-profit organizations conducting retail and/or commercial activity and charging rates or fees at market value are considered to be in competition with for-profit businesses and will not be eligible for tax exemption.*

It can be argued that the Class 6 area (the bar area) of the Legion is a business, hence, maintaining the current practice of providing an exemption to only the Class 8 – Recreation area is consistent with the *Charter* and Policy.

#### Ladysmith Maritime Society

As indicated on the attached map, the Ladysmith Maritime Society (LMS) is requesting a 25% exemption on Area 3a and 3b.

In 2013, as the result of a Supplementary assessment, LMS paid \$16,679.94 and was exempted over \$21k in property taxes. The net amount is consistent with prior years' tax payments.

There are 3 marinas in Ladysmith: one at the Federal Government Dock, one at the Oak Bay Marina Group, and the Ladysmith Marina which is operated by the Ladysmith Maritime Society. Council may review this exemption in relation to *Community Charter* Division 2, Section 25 - General prohibition against assistance to business. Maintaining the existing exemption for only Area 1 – Community Amenities and Area 2 – Marine Tourist and Sewage Pump Out areas is consistent with the *Charter* and the Permissive Tax Exemption policy.

#### All other properties on the bylaw

The following properties are currently on the bylaw.

- Anglican Synod Diocese of BC 314 Buller St
- Arts Council of Ladysmith Units J, K & L - 610 Oyster Bay Rd
- Eco-Tourism Building Transfer Beach
- Alcoholic Anonymous 12 Buller St
- Ladysmith & District Historical Society 1115A - 1st Ave and 721 1<sup>st</sup> Av
- Ladysmith Fellowship Baptist Church 381 Davis Rd
- Ladysmith Festival of Lights 1163 4th Ave
- Ladysmith Golf Club Society 380 Davis Rd
- Ladysmith Health Care Auxiliary 910 1st Ave
- Ladysmith Maritime Society 611 Oyster Bay Dr
- Ladysmith Maritime Society Unit C, I & M - 610 Oyster Bay Dr
- Ladysmith Maritime Society Visitors Information Centre
- Ladysmith Senior Citizens Housing Society 207 Jamison Rd
- Ladysmith Senior Citizens Housing Society 101 1st Ave
- Municipal Parking lot 17 & 25 Roberts St
- Pentecostal Assemblies 1149 4th Ave
- St John's Masonic Temple 26 Gatacre St
- St. Mary's Catholic Church 1135 4th Ave
- United Church of Canada 232 High Street

Please note that much of the church buildings and the footprint that the building sits on is statutorily exempt. Council is awarding the permissive tax exemption to the remainder of the property.

It is requested that Council provide direction for Staff to prepare the Permissive Tax Exemption bylaw. At the next scheduled Council meeting on October 7, 2013, Staff will present for first three readings, the yearly permissive tax exemption bylaw.

If Council does not provide first three readings of the bylaw on October 7<sup>th</sup>, an additional Council meeting will be required in order to satisfy the advertisement requirements prior to adoption.

ALTERNATIVES:

Option 1: No Exemptions. There is no requirement for Council to grant exemptions.

Option 2: Grant cash-in-lieu of exemptions. Instead of creating a bylaw, Council can grant exemptions in the actual taxation year. Rather than just forgoing the municipal taxes which are just shifted to other property owners, the Town would lose the municipal portion of taxation revenue and be responsible for paying all taxing agency taxes, which would be significantly more money.

FINANCIAL IMPLICATIONS:

For each exemption granted, the exemption tax burden is passed on to other property owners in the municipality. There is no property tax revenue lost; just a shifting of the taxation dollars from one property to all other properties. All other taxpayers pay for tax exemptions.

LEGAL IMPLICATIONS:

The bylaw, in its entirety, is at risk if one of the properties on the bylaw is successfully challenged in the Courts.

CITIZEN/PUBLIC RELATIONS IMPLICATIONS:

Statutory notification will be published in the newspaper and the exemption notification will be forwarded to BC Assessment.

INTERDEPARTMENTAL INVOLVEMENT/IMPLICATIONS:

Corporate Services Department and the Financial Services Department will work together to complete the bylaw and all the statutory requirements.

RESOURCE IMPLICATIONS:

Not applicable.

ALIGNMENT WITH SUSTAINABILITY VISIONING REPORT:

This aligns with the "Working Together" strategy.

ALIGNMENT WITH STRATEGIC PRIORITIES:

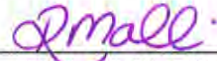
Wise financial management is a Council strategic direction.

SUMMARY:

Council has previously granted permissive tax exemptions to specific organizations or properties within the Town boundary. Staff is requesting that Council provide

direction regarding two specific properties and confirm the inclusion of the remaining properties currently on the 2013 Permissive Tax Exemption bylaw.

I concur with the recommendation.



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Ruth Malli, City Manager

ATTACHMENTS:

Draft Bylaw 1837 – A bylaw to exempt certain lands from Property Taxation.  
05-1970-B Permissive Tax Exemption Policy

**TOWN OF LADYSMITH  
POLICIES AND PROCEDURE MANUAL**

<b>TOPIC:</b>	<b>PERMISSIVE TAX EXEMPTION POLICY</b>	
<b>APPROVED BY:</b>	<b>Council</b>	<b>DATE:</b> Aug. 7, 2012
<b>RESOLUTION #:</b>	<b>2012-274</b>	
<b>A. PREAMBLE</b>		
<p>The Town of Ladysmith recognizes the significant value of volunteers, volunteer groups and agencies to the spiritual, educational, social, cultural, and physical well-being of the community. A permissive tax exemption is a means for Council to support organizations within the community that further Council's objective to enhance the quality of life while delivering services economically to the citizens of Ladysmith.</p> <p>The Permissive Tax Exemption Policy is intended to:</p> <ul style="list-style-type: none"><li>-Provide clarity, consistency and certainty to the municipality, the public and prospective applicants.</li></ul>		
<b>B. EXTENT, CONDITIONS, AND PENALTIES</b>		
<ol style="list-style-type: none"><li>1. Council may designate only a portion of land/improvements as exempted where the following circumstances exist:<ol style="list-style-type: none"><li>a. A portion of the land/improvements is used by private sector and/or organization not meeting Council's exemption criteria.</li><li>b. The applicant already receives grant in aid from the municipality, provincial or federal government.</li><li>c. The applicant meets all eligibility criteria, however Council may at its discretion grant a partial exemption.</li></ol></li><li>2. Council may impose conditions on the exempted land/improvements with the applicant organization, including but not limited to:<ol style="list-style-type: none"><li>a. Registration of a covenant restricting use of the property</li><li>b. An agreement committing the organization to continue a specific service/program</li><li>c. An agreement committing the organization to have field/facilities open for public use for specific times or a total amount of time</li><li>d. An agreement committing the organization to offer use of the field/facility to certain groups free of charge or at reduced rates</li><li>e. An agreement committing the organization to immediately disclose any substantial increase in the organization's revenue or anticipated revenue (i.e. receives large operating grant from senior government)</li></ol></li></ol>		

**5 – 1970 - B**

3. Council may impose penalties on an exempted organization for knowingly breaching conditions of exemption, including but not limited to:
  - a. Revoking exemption with notice
  - b. Disqualifying any future application for exemption for specific time period
  - c. Requiring repayment of monies equal to the foregone tax revenue.

#### C. PROCESS

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Council will consider permissive tax exemption applications for 3 years.

Organizations will be required to complete a Comprehensive Application. If the application is approved for the next tax year, the organization will be required to submit a short renewal application every year for the next 2 years. The renewal application is confirmation that ownership and use of property has not changed and will be reviewed and approved before a permissive tax exemption is granted.

Comprehensive Non-Profit applications must have the following information attached before consideration of a 3 year permissive tax exemption:

Copy of last Registered Charity Information Return or Non-Profit Organization Information Return submitted to the CCRA

Copy of most current Audited Financial Statements or Financial Statements prepared by an Accountant.

Financial Budget (pro-forma Balance Sheet and Income Statement) for the current 12 months

Scale Drawing of Property, that includes buildings, parking lots, landscaping, playgrounds, fields, etc.

Copy of Lease Agreement if applicable

Applications with required supporting information must be submitted prior to August 15th of each year to be considered for the next permissive tax exemption year or cycle.

#### Additional Information

Council may request a presentation from applying organization.

The Town of Ladysmith may request additional information.

The Town of Ladysmith reserves the right to review records and/or property to verify information provided in support of application.

Successful applicants may be asked to publicly acknowledge the exemption.

Council may, at its discretion, reject any or all applicants in any given year.

This policy does not apply to permissive tax exemptions for revitalization, riparian, and other special exemption authority.

Eligibility Criteria

To be eligible for a permissive tax exemption an organization must comply with all of the eligibility criteria outlined below. The application forms and supporting documentation are an integral part of this policy. There is no obligation on the part of Council to grant permissive tax exemptions in any given year.

The applicant(s):

1. qualifies for an exemption under the provisions of the *Community Charter*, general authority for permissive exemptions. (Part 7, Division 7, Section 224).
2. and/or the property owner is in compliance with municipal policies, plans, bylaws, and regulations (i.e. business licensing, zoning).
3. is a Non-Profit Organization.

Tax exemptions will only be granted to organizations that are a Registered Charity or Non-Profit Organization.

The intent of this requirement is to ensure that municipal support is not used to further activities of an organization or individual that, if not for it's not-for-profit status would otherwise be considered business, i.e. an organization that is operating as a Non-Profit; although it charges market value for services available, and would be comparable in operations and perception to public as a For Profit Business.

Non-profit organizations conducting retail and/or commercial activity and charging rates or fees at market value are considered to be in competition with for-profit businesses and will not be eligible for tax exemption.

4. provides services or programs that are compatible or complementary to those offered by the Town of Ladysmith. When a service or program is offered by a non-profit group or club, the Community may benefit from a more cost effective provision of services.

Services provided by an organization should fulfill some basic need, or otherwise improve the quality of life for residents of Ladysmith.

5. principal use of property meets Council's objectives. The "principal use of the property" refers to the use related directly to the principal purpose of the organization owning the property.

Permissive tax exemptions will be based on the principal use of the property, not on the non-profit or charitable services of the organization.

6. will provide benefits and accessibility to the residents for Ladysmith. Specifically, members of the public, within the appropriate age range, are able to join a club or organization and participate in its activities for a nominal rate or fee.

Ladysmith residents must be the primary beneficiaries of the organization's services. The services provided on the property must be accessible to the public. Council may at its discretion provide partial exemptions.



7. that provide liquor and/or meal services as their primary function and/or source of revenue will not be eligible for permissive tax exemption.

Administration

The Financial Services Department will review all applications for completeness and contact the applicant if additional information is necessary.

The Financial Services Department will prepare a summary report of applications and bylaw for presentation to Council the first week of October for approval and adoption prior to October 31st of each year.

A public notice will be placed in the local newspaper of proposed bylaw. The notice will include:

Property subject to bylaw

Description of the proposed exemption

Number of years the exemption will be provided

Estimate of the amount of taxes that would be imposed on the property if it were not exempt for the year of exemption and following 2 years.

Public notice will be in accordance with Section 94 of the *Community Charter*.

Organizations that have been approved for permissive tax exemption will be exempt for up to 3 years.

Late Application

Applications received after the deadline for submission will be held until the next scheduled October presentation to Council that meets the application due date. Applicants may, at that time, request Council to consider a refund of the Municipal portion of taxes paid for the property to be exempted the following year.

\*Council shall consider the granting of a Permissive Tax Exemption in relation to other funding requests by the same organization.



**TOWN OF LADYSMITH**  
PO Box 220  
Ladysmith, B.C. V9G 1A2  
Tel: 250-245-6400 Fax: 250-245-6411

**APPLICATION FOR PERMISSIVE TAX EXEMPTION**

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Instructions

In accordance with the *Community Charter*, the Council of the Town of Ladysmith may approve a tax exemption on properties that are owned or held by organizations that are not for profit. The exemptions must be approved by BYLAW, and the bylaw for the applicable taxation year must be approved by October 31st of the previous year.

Please complete the following application and submit it to the Town on or before August 15th in the year PRIOR to the budget year for which the application is made.

Note that exemptions are granted on an annual basis and approval in one year does not imply or suggest that approval in any year subsequent will occur.

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1. Name of Organization \_\_\_\_\_  
\_\_\_\_\_

2. Date of Application \_\_\_\_\_

3. Taxation Year being applied for \_\_\_\_\_

NOTE: This is a request for an exemption from property taxes for NEXT YEAR.

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TOWN OF LADYSMITH –  
APPLICATION FOR TAX EXEMPTION

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**Details of Organization**

Name of Organization: \_\_\_\_\_  
Address of Organization: \_\_\_\_\_

Name of Contact Person: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_

Incorporation # of Society: \_\_\_\_\_

Folio Number: \_\_\_\_\_  
Civic Address of Property: \_\_\_\_\_

Legal Description of Property: \_\_\_\_\_  
\_\_\_\_\_

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**Financial Information**

Please provide a copy of the following:

- Most recent audited financial statements
- Projected statement of receipts and disbursements (budget) for the upcoming year together with comparatives from the previous year.

**Section E – Other Information**

On a separate sheet, please provide the following:

1. Details of efforts made by your organization to work towards self-sufficiency.
2. Details on the current membership of your organization (i.e. number of members, fees/dues paid, etc.
3. Details of specific accomplishments and/or contributions made by your organization that benefit the residents of the Town of Ladysmith.
4. Any other information which you feel Council should consider.

On behalf of \_\_\_\_\_, I/we hereby declare that all the information presented and/or provided with this application is true and correct.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2\_\_\_\_\_.

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Authorized Signatory

TOWN OF LADYSMITH

BYLAW NO. 1837

A bylaw to exempt from taxation certain lands and buildings for the year 2014.

**WHEREAS** Section 224 and 225 of the *Community Charter* permits Council, by by-law, to exempt from taxation certain buildings, the lands on which the buildings stand and the lands surrounding certain buildings;

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

Part 1 – Church Properties Tax Exemption

All church halls and lands within the legal boundaries of those properties listed under Section 1 of Schedule ‘A’ are hereby exempted from taxation for the year 2014.

Part 2 – Charitable, Not-for Profit and Recreational Tax Exemption

All lands within the legal boundaries of those properties listed under Section 2 of Schedule ‘A’ are hereby exempted from taxation for the year 2014.

Part 3 – Partnering Exemption Authority

All lands within the legal boundaries of those properties listed under Section 3 of Schedule ‘A’ are hereby exempted from taxation for the year 2014.

Schedules A through G, inclusive, which are attached hereto, form a part of this bylaw.

This bylaw may be cited as "Permissive Tax Exemption Bylaw 2013, No. 1837."

**READ A FIRST TIME** on the \_\_\_\_\_ day of \_\_\_\_\_, 2013

**READ A SECOND TIME** on the \_\_\_\_\_ day of \_\_\_\_\_, 2013

**READ A THIRD TIME** on the \_\_\_\_\_ day of \_\_\_\_\_, 2013

**ADOPTED** on the \_\_\_\_\_ day of \_\_\_\_\_, 2013

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

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

Schedule "A" attached to and forming part of  
Permissive Tax Exemption Bylaw 2013, No.1837

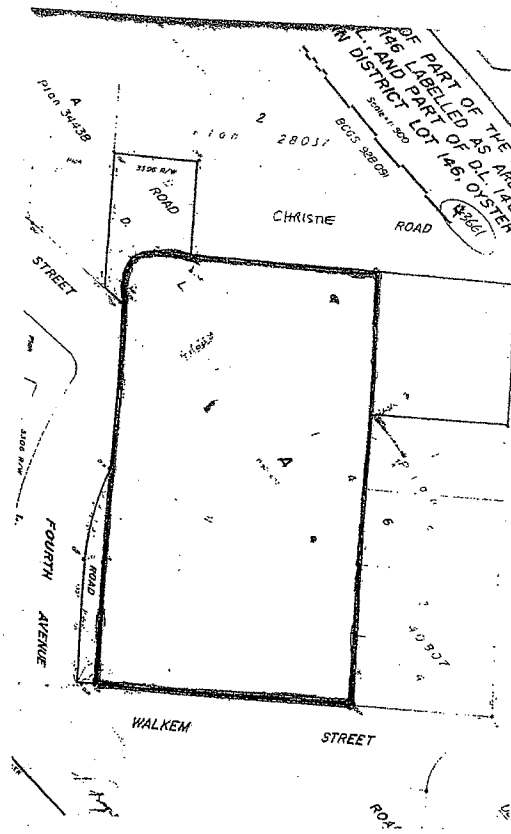
PROPERTY DESCRIPTION	
Part 1	
St. Mary's Catholic Church <i>224.2(f) Buildings for Public Worship</i>	1135 4th Ave Remainder of DL 145, LD43 Oyster Land District except Plans 33231 & VIP72186 (Specifically the area of land and buildings outlined in red on Schedule 'B') Folio 1448.000
Pentecostal Assemblies of Canada <i>224.2(f) Buildings for Public Worship</i>	1149 4th Ave Lot A, Plan 46331, DL43, Oyster District (Specifically the area of land and buildings outlined in red on Schedule 'C') Folio 1449.080
United Church of Canada <i>224.2(f) Buildings for Public Worship</i>	232 High Street Lot A, Plan VIP63119, DL56 Oyster Land District Folio 327.010
Ladysmith Fellowship Baptist Church <i>224.2(f) Buildings for Public Worship</i>	381 Davis Rd Lot 1, Plan 43316, DL 43, LD43 Folio 1041.500
Anglican Synod Diocese of BC <i>224.2(f) Buildings for Public Worship</i>	314 Buller St Lot A, Blk 76, LD 43 Plan 703A Folio 494.000
Part 2	
Ladysmith Senior Citizens Housing Society <i>224.2(a) Non-Profit</i>	101 1st Ave Lot 1, DL56, LD43, Plan 31443 Folio 1338.000
Ladysmith Senior Citizens Housing Society <i>224.2(a) Non-Profit</i>	207 Jamison Rd Lot 1, DL 56, LD 43, Plan 21490 (Specifically the area of land surrounding the building footprint as shown on Schedule D) Folio 1322.300
Ladysmith Historical Society (Museum) <i>224.2(a) Non-Profit</i>	721 1st Ave Lot 11, Blk 7, LD43, Plan 703 Folio 0055.000
Alcoholics Anonymous <i>224.2(a) Non-Profit</i>	12 Buller St Lot 14, Blk 7, LD43, Plan 703 Folio 0058.000
Ladysmith Maritime Society <i>224.2(a) Non-Profit</i>	611 Oyster Bay Dr and 616 Oyster Bay Dr Blk C, DL2016, LD 43. Foreshore lease for marina Lease/Permit #106431 As shown in "Schedule G" Folio 1602.100 AND
Ladysmith Maritime Society <i>224.2(a) Non-Profit</i>	Unit C, I & M - 610 Oyster Bay Dr Lot 4, Plan 45800 Folio 1109.317 AND
Ladysmith Maritime Society <i>224.2(a) Non-Profit</i>	616 Oyster Bay Dr Car Shop, Lot 4, Plan 45800 Parent parcel 1109.316
Ladysmith Golf Club Society <i>224.2(f) Recreational</i>	380 Davis Rd DL43, LD43, except Plans 2478, 4670, 5873, 7527, 8922, 12027, 14051, 15693, 835R, 34197, 48247 & VIP57353. exc E&N R/W Pcl A (DD24404N) Pcl C (DD344431), VIP65242 Folio 1017.005

Ladysmith Festival of Lights 224.2(a) <i>Non-Profit</i>	1163 4th Ave Lot A, DL146, LD43, Plan 34438 Folio 1449.200
Arts Council of Ladysmith & District 224.2(a) <i>Non-Profit</i>	Units J, K & L - 610 Oyster Bay Rd Lot 4, 45800 Folio 1109.328
Eco-Tourism Building (mechanical room and public storage only) 224.2(a) <i>Non-Profit</i>	Transfer Beach Lot 2, Plan 36262 (Specifically the area of land and buildings outlined in red on Schedule 'E') Folio 1110.110
Ladysmith Health Care Auxiliary 224.2(a) <i>Non-Profit</i>	910 1st Ave (Thrift Shop) Lot 1, Blk 30, Plan 703A Folio 263.000
Canadian Legion Branch #171 224.2(a) <i>Non-Profit</i>	621 1st Ave Lot A, Blk 8, Plan 703 (except the section outlined in Schedule "F") Folio 70.000
<b>Part 3</b>	
St John's Masonic Temple Assoc (Leased by Town for parking lot) 225.2(a) <i>Partnering Agreement</i>	26 Gatacre St Lot 9, Blk 9, LD43, Plan 703 Folio 85.000
Ladysmith & District Historical Society <i>archives</i> 225.2(a) <i>Partnering Agreement</i>	1115A - 1st Ave (under Tim Horton's) Lot 1, VIS5873, DL118, LD43 Folio 1373.010
Municipal Parking lot 225.2(a) <i>Partnering Agreement</i>	17 & 25 Roberts St Lots 8 & 9, Blk 11, Plan 703A Folios 123.000 & 125.000

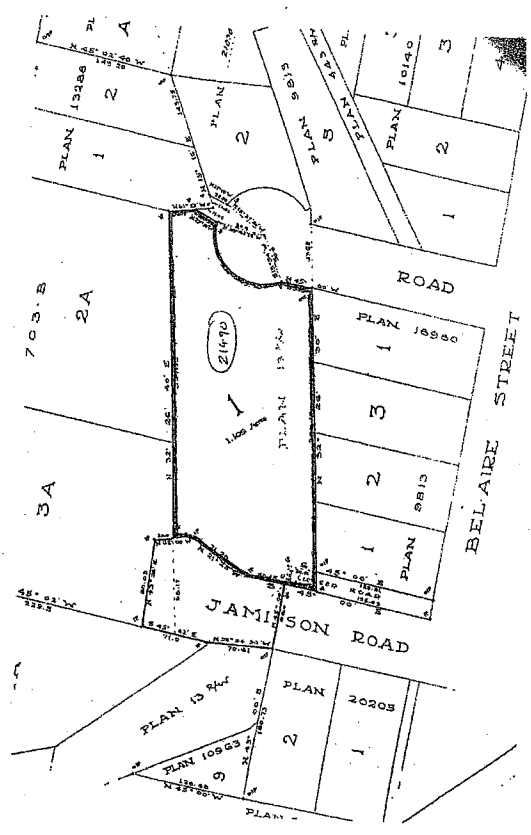




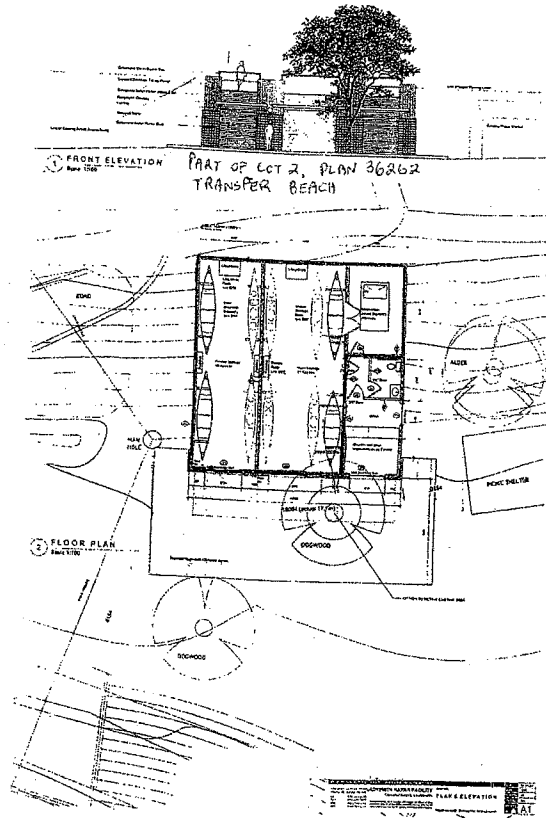
This is Schedule "C" attached to and forming part of  
Tax Exemption Bylaw 2013, No.1837



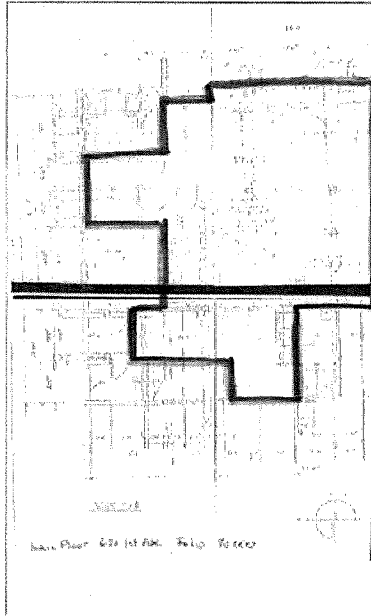
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Tax Exemption Bylaw 2013, No.1837



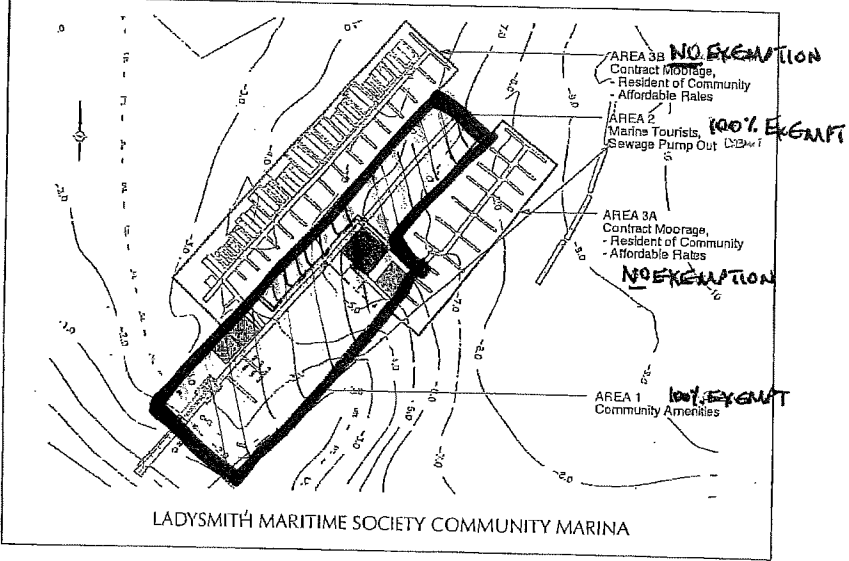
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Tax Exemption Bylaw 2013, No.1837

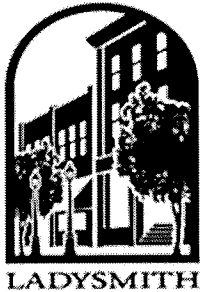


This is Schedule "F" attached to and forming part of  
Tax Exemption Bylaw 2013, No.1837



This is Schedule "G" attached to and forming part of  
Tax Exemption Bylaw 2013, No.1837





## Town of Ladysmith

### **STAFF REPORT**

To: Ruth Malli, City Manager  
From: John Manson, FEC, PEng, Director of Infrastructure Services  
Date: August 27, 2013  
File No: 3320-0000

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Re: Subdivision Bylaw Revision – First Phase

#### RECOMMENDATION(S):

That Council authorize the proposed changes to Schedule “E” of Subdivision Bylaw No. 1115 (Engineering Standards and Specifications) by adding Section 12 – Landscaping Standards, enclosed as Appendix “A” to this report and proceed with first three readings of the new “Subdivision and Development Bylaw 2013, No. 1834. (*resolutions to follow in the bylaw section of the agenda*).

#### PURPOSE:

To rescind current Subdivision Bylaw No 1115 (1994), as amended, and replace with revised Subdivision and Development Bylaw No 1834, together with an updated version of the Engineering Standards and Specifications, which form part of the new Bylaw.

#### INTRODUCTION/BACKGROUND:

The current Subdivision Bylaw has been in place for approximately 20 years. Although the Bylaw has been amended a number of times since that time, it is in need of modernization, and a complete re-write. Our Engineering Standards and Specifications form part of the Bylaw, and they in turn could use an update, particularly in the areas of rainwater management, innovative servicing standards, and alignment with current Provincial legislation and current engineering best management practises.

Staff is working towards allocating funds within our next year’s capital budget to fund the complete rewrite of the bylaw and associated standards, however, in the meantime, we are recommending some higher priority initial revisions for consideration by Council at this time, namely:

- a) Amendments to the bylaw to extend the scope of the Bylaw to apply to Building Permits with a value >\$50,000, as well as subdivisions;

- b) Elimination of the provision for staff to amend the Engineering Standards as an internal procedure (specific amendments must be processed through a development variance permit process);
- c) Amendments to the Engineering Standards to include a new Section 12 - "Landscaping Standards";
- d) Miscellaneous minor amendments (Director titles, address updates, etc).

The current Bylaw, as worded, does not apply to upgrading frontages associated with building permit applications. Provincial legislation has been amended to allow for the requirement for the owner of land, subject to a building permit, to upgrade works and services along the frontage(s) of the property to the standards of the subdivision bylaw, up to the centreline of the fronting road. This proposed amendment will allow for staff to require upgrading or construction of works and services along property frontages.

This provision will apply more frequently with properties undergoing re-development, where the current frontage standard does not meet current subdivision bylaw standards, such as parts of the 'old town'. However, it would be unreasonable in most cases to ask for frontage improvements for 'lower' valued building renovations, and for that reason, staff are recommending that the bylaw only apply to building permits where the building permit value is over \$50,000. This will eliminate routine development variance permits to eliminate works and services upgrades where the value of construction is not significant.

The original Bylaw also had a provision for staff to vary the Engineering Standards and Specifications on a 'project by project' basis. Consistency with current Municipal practise and legislation requires that such variances be formally processed through the development variance permit process, which will require Council approval. Typically, in these cases, staff will either recommend the variance be granted, or not, depending on the circumstances of the situation, or in some cases, staff may recommend a bylaw change if the situation is expected to occur on a regular basis.

Staff is also recommending the formal inclusion of detailed landscaping standards in the Standard Specifications and Drawings. This will ensure that a consistent landscaping improvements are obtained either at the subdivision or building permit stage.

It is recognised that the existing bylaw is in need of a complete update, as parts of the bylaw are over 20 years old. This will be part of staff's workplan in the coming year, in conjunction with other high priority assignments. The amendments proposed are considered the first phase of a more comprehensive review of the bylaw in relation to current industry practise and innovation.



### SCOPE OF WORK:

Includes the addition of a Landscaping standard to the Engineering Standards and Specifications, and replaces the current Subdivision Bylaw 1115 with a new Bylaw that applies to both subdivisions and building permits over a value of \$50,000.

### ALTERNATIVES:

Council could leave the current Subdivision Bylaw in place. This would continue the present practise of exempting all building permits from the requirement to upgrade works and services, and would not provide needed updates reflecting the procedures for bylaw variances and landscaping standards.

### FINANCIAL IMPLICATIONS:

The inclusion of works and services upgrades for building permits may have a negative impact on the economics of building renovations or new construction on 'older' lots which are not serviced to current standards. To address this, applicants will be able to apply for development variance permits in cases where the upgrades may result in financial hardship to the applicant. These changes will, however, result in a more consistent level of servicing standard in the community.

### LEGAL IMPLICATIONS:

Under Section 943 of the Local Government Act, the changes to the Subdivision Bylaw will not take effect until 1 year from the date of adoption of the Bylaw. This may affect 'in-stream' subdivision applications which have received preliminary layout approval.

### CITIZEN/PUBLIC RELATIONS IMPLICATIONS:

As noted in the financial section, this initiative may have the effect of increasing the cost of building permits on properties that are not currently serviced to current bylaw standards. Provisions have been made to address these concerns through the development variance permit process.

### INTERDEPARTMENTAL INVOLVEMENT/IMPLICATIONS:

This initiative will assist in ensuring that all forms of developments are required to provide services in a consistent manner. This will provide more consistent processing of development permits, building permits, and may reduce the need to deal with servicing issues at the rezoning stage for some types of projects not involving eventual subdivision.

### RESOURCE IMPLICATIONS:

Staff resources are available to implement and manage the subdivision bylaw changes proposed.

ALIGNMENT WITH SUSTAINABILITY VISIONING REPORT:

Aligns with our Complete Community and Land Use Vision;

ALIGNMENT WITH STRATEGIC PRIORITIES:

Aligns with our Wise Financial Management, Effective Land Use Planning, and Enhanced Standard of Infrastructure Priorities;

SUMMARY:

Staff are recommending that the current Subdivision Bylaw 1115, (1994) be rescinded and replaced with an updated bylaw, which has been amended to apply to building permits where the value of construction is > \$50,000. A new landscaping standard is also recommended for inclusion into the existing Engineering Standards and Specifications.

I concur with the recommendation.



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Ruth Malli, City Manager

ATTACHMENTS:

Landscaping Standards – Section 12, Engineering Standards and Specifications

**SECTION 12**

**LANDSCAPING**

12.1 SCOPE ..... 2

12.2 SUBMISSION ..... 2

12.3 GENERAL PLANTING REQUIREMENTS ..... 3

12.4 TREE PLANTING REQUIREMENTS ..... 4

12.5 SHRUB PLANTING REQUIREMENTS ..... 6

12.6 IRRIGATION ..... 8

12.7 IRRIGATION MATERIALS ..... 8

12.8 IRRIGATION INSTALLATION ..... 9

12.9 PLANT MAINTENANCE ..... 10

12.10 PAVING ..... 11

**SECTION 12****LANDSCAPING****12.1 SCOPE**

This section shall cover the design standards, material specification and installation of trees, plantings and irrigation systems within the municipal streets.

**12.2 SUBMISSION****12.2.1 Landscape Plan**

Landscape design within the streets shall be prepared by registered Landscape Architect. Two copies of a proposed landscape plan shall be submitted with the other development plans for approval. The plans shall meet the same general design requirement as listed in sections 2.2 and 2.12 of this manual. The landscape plan shall also show the information listed below:

- (a) Existing Plant Material:  
Document all existing trees >20 cm in caliper or stands of native vegetation. Plans must show species name, caliper size and future plans for each tree or stand (retain in place, remove or move).
- (b) Proposed Plant Material:  
Location, quantities, species and sizes of all planting to BCSLA/BCNTA standards. All proposed grass areas must be included and itemized as seeded or turf.
- (c) Irrigation:  
Irrigation information including automatic irrigation drawings and/or manual irrigation hose bib locations.
- (d) Hard Landscape Elements:  
Location, materials and details for all hard landscaping including paving, decks, retaining and freestanding walls.
- (e) Landscape Elements:  
Location and details for all landscape structures including fencing, privacy screens, arbours, and garbage/refuse/recycling screening. All site furnishing including benches, garbage receptacles, lighting, play equipment and other miscellaneous elements must be documented.

- (f) When required, provide detailed site grading with a contour interval suitable to the scale of the project and be able to accurately portray the existing and ephemeral water features and significant geological formations.
- (g) All existing natural landforms including but not limited to: rock outcroppings, existing and ephemeral water features and significant geological formations.
- (h) All man-made existing elements and legal information including but not limited to: rights-of-ways for all utilities, roads and pathways, below and above ground utility corridors and structures. If planning on-slab, extent of slab must be shown.

#### 12.2.2 Construction and Installation

Once the landscaping plans have been approved by the Municipality the developer may choose to:

Construct and install all landscaping during subdivision development.

or

Utilize one of the other two options detailed in Section 4.0 (1) of the Subdivision and Development Bylaw No. 1115.

### 12.3 GENERAL PLANTING REQUIREMENTS

Plant material species suitable for landscape installations should be compatible with current industry inventory availability. Specific plant species chosen should reflect the intent and location of the project. Where the interface between proposed landscape work meets native vegetation, all attempts should be made to utilize native, or ornamental cultivars of native plant material. Species selection should reflect the goal to minimize mechanical irrigation and pest management support.

#### 12.3.1 Plant Condition

All tree and plant material shall be of good health and vigour with no visible signs of disease, insect pests, damage or other objectionable disfigurements.

#### 12.3.2 Time of Planting

Contact the Engineer and Director of Parks, Recreation and Culture 48 hours prior to planting.

Planting works are to be completed during normal planting seasons as dictated by prevailing weather conditions. Planting in frozen ground or with frozen rootballs is not acceptable.

Planting will not be permitted during heavy rain or extremely hot, dry weather.

All necessary precautions are to be taken to protect the plant material from prevailing weather conditions during transportation and planting.

#### 12.3.3 Soils

All growing medium used in planting beds and lawn areas must meet BCNTA standards for nutrient content, organic matter and pH value. Topsoil must be free from stones, roots, toxic materials, noxious weeds and weed seeds.

#### 12.3.4 Plan Palette

Wherever possible, plant material should be specified which will thrive in the proposed locations without the necessary support of an irrigation system or extensive pest management control. Native plants adaptable to the proposed conditions or suitable ornamental material is recommended.

### 12.4 TREE PLANTING REQUIREMENTS

#### 12.4.1 Tree Species

The selection of tree species to be used in a subdivision shall be made from the Town of Ladysmith Tree Selection Guide and be acceptable to the Director of Parks, Recreation and Culture. If desired, alternate tree species may be submitted to the Director of Parks, Recreation and Culture for approval. All trees must be nursery grown stock. Relocated existing trees may be acceptable upon review by the Director of Parks, Recreation and Culture.

#### 12.4.2 Tree Dimensions

Each tree shall have a minimum caliper of 7.0 centimetres and not less than 2.5 metres in overall height. Each tree shall have a sturdy, reasonably straight trunk. Minimum branch height on all trees shall be at 1.8 metres. Each tree shall have a well-balanced branching head

with the branches growing out from the stem with reasonable symmetry. Where trees are intended as canopy street trees, multi-trunk species will not be accepted.

#### 12.4.3 Root System

Plants shall be of balled and burlapped, wire basket or container grown stock. Bare root trees are not acceptable. Balled and burlapped stock shall be dug and sacked at least one year prior to planting. Container grown stock shall have a sufficiently well-established root system to hold the soil together when removed from the container. In all cases, the root system shall be strong, fibrous, free of disease, insects, defects or injuries, and shall be sufficiently developed to guarantee successful transplantation. Wherever possible utilize industry planning procedures to enable viable plant growth within an urban environment, without the use of root barriers. Utilize root barrier systems only in locations where planting environments may be in conflict with the hard landscaping.

#### 12.4.4 Tree Locations, Spacing and Clearances

- (a) Unless otherwise approved by the Director of Parks, Recreation and Culture, trees are to be planted to the BCNTA (British Columbia Nursery Trades Association) standard. Actual tree numbers, spacing and locations vary according to site conditions and amenities. Unless otherwise approved, the landscaping shall include a minimum of one tree per developed lot.

Locations will be staked out by the developer according to the plans, and verified on site by the Engineer and Director of Parks, Recreation and Culture prior to planting. If underground obstructions are uncovered, they are to be reported to the Engineer for resolution.

- (b) Listed below are the minimum distances trees are to be planted from:

Corners	4.0 m
Street Lights	6.0 m
Driveways	0.75 m
Catch Basins	2.0 m
Manholes	2.0 m
Hydrants	2.0 m
Water and Sewer Services	1.5 m



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Back of Curb	0.75 m
Edge of Sidewalk	0.60 m

#### 12.4.5 Planting Procedures

All trees shall be planted as per planting detail P2.

- (a) All trees shall be planted in holes large enough to accommodate the entire rootball plus topsoil. Therefore, holes should be excavated the diameter of the rootball plus 600 mm. The bottom of the holes are to be scarified to a depth of 150 mm and the holes shall then backfilled with imported topsoil to bring the plant material to the depth they were originally growing in the nursery. All trees shall be planted so that after settlement they will be at the original growing medium depth.
- (b) With balled and burlapped stock, the top 1/3 of the burlap should be folded back without disturbing the rootball. Container grown stock shall have the container removed before planting. Wire basket stocks shall have the entire basket removed prior to planting.
- (c) Once the trees are in place, the holes are to be backfilled with topsoil mixed with a high phosphate fertilizer applied at a rate according to the manufacturer's recommendations. The holes shall be backfilled, tamped and watered in layers to help secure the tree and eliminate large air pockets.
- (d) Once planted, the trees are to be securely staked using 2.0 metres long, 50 by 75 mm diameter pressure treated stakes and tied with #1 galvanized wire encased in reinforced rubber garden hose at point of contact with the tree.
- (e) Insert a 25 mm diameter solid PVC watering tube at the outer edge of the backfilled hole away from the rootball. The tube shall be inserted to a depth that is 30 mm above the bottom of the rootball and the top of the tube shall be extended 25 mm above the ground.
- (f) To protect the base of the tree from ground maintenance equipment (i.e.: weed eater lines), a 75 mm long, 100 mm diameter piece of Big pipe is to be wrapped around the base of the tree.
- (g) Upon completion of the tree planting the site shall be cleaned of all excess soil, rock and debris.

### 12.5 SHRUB PLANTING REQUIREMENTS

#### 12.5.1 Shrub Species

The selection of shrub species to be used in a subdivision shall be made from the Town of Ladysmith Shrub Selection Guide and be acceptable to the Director of Parks, Recreation and Culture. If desired, alternate shrub species may be submitted to the Director of Parks, Recreation and Culture for approval. All shrubs must be nursery grown stock. Collected material, noxious weed species and known invasive shrubs are not acceptable.

#### 12.5.2 Shrub Sizes

The pot size of shrubs is dependent on the species selected. The Shrub Selection Guide outlines the required pot sizes for each species. When approved by the Director of Parks, Recreation and Culture, the recommended pot size may be varied.

#### 12.5.3 Planting Procedures

- (a) All shrub plants shall be delivered to the site and protected from sun and drying winds. Plants that cannot be planted immediately on delivery shall be kept well watered. New plants shall not remain unplanted for longer than three days after delivery.
- (b) The planting area of shrubs shall be excavated to a depth that will allow a 450 mm depth of growing medium below the plants rootball. The rough grade below the growing medium shall be scarified to depth of 150 mm.
- (c) Shrubs shall be planted so that after settlement they will be at the original growing medium depth. Allow for settling of the growing medium after planting so that the total depth of the rootball remains in the topsoil.
- (d) Plants shall be set plumb in the planting beds or pits, except where the plants character requires a variation of this.
- (e) Growing medium shall be placed in layer around the roots or ball preferably by hand. Each layer shall be carefully tamped so as to avoid injuring the roots or ball or disturbing the position of the plant.
- (f) Upon completion of the planting the site shall be cleaned of all excess soil, rock and debris.

**12.6 IRRIGATION**

Provision for watering of landscape areas should be considered as part of the design process. In general tree plantings can be watered manually until they are well established while shrub planting areas may require an automatic irrigation system. The irrigation system shall be manufactured by Toro (or approved equivalent) and designed by an approved Toro Irrigation Specialist (or approved equivalent).

Contact the Engineer and Director of Parks, Recreation and Culture 48 hours prior to installing irrigation systems.

**12.7 IRRIGATION MATERIALS****12.7.1 Pipe and Fittings**

All irrigation pipe and fittings are to be Schedule 40 PVC and marked with Manufacturer's name, pressure rating and type of material. All services from the water main to the point of connection for the irrigation system shall be as specified in the Water Section 4A.7.

**12.7.2 Backflow Prevention**

For irrigation systems used in residential subdivisions a Watts Series 007 or approved equivalent Double Check Valve Assembly is required.

Commercial or Industrial installations which have a high hazard of cross connections, i.e. Fertilizer injection systems will require a Watts series 009 or approved equivalent Reduced Pressure Zone Backflow Assembly.

**12.7.3 Low Voltage Field Wire**

14 gauge, C.S.A. approved insulated wire for direct burial.

**12.7.4 Irrigation Controller**

Must be C.S.A. approved.

Electric controller is required. Where power is not available for the controller a battery operated controller shall be used and connected to a control tubing valve with manual override to operate each zone.

**12.7.5 Electric Solenoid Valves**

Toro valve or approved equivalent. To be used as recommended by the manufacturer.

#### 12.7.6 Sprinkler Heads

Toro products or approved equivalent. To be used as recommended by the manufacturer.

In narrow planting areas drip system irrigation is required to reduce water runoff onto outlying areas.

Lawn pop up and shrub head sprinklers are used in larger planting areas.

### 12.8 IRRIGATION INSTALLATION

#### 12.8.1 Backflow Prevention

A backflow prevention device must be provided at the point of connection to the potable water system and be accessible for maintenance. The device must meet or exceed local and provincial codes governing such a cross connection. All exposed pipe and fittings shall be galvanized or copper. Type and size shall be as per plan.

The location of the backflow preventer is critical and must be in accordance with the plans and the installation details.

#### 12.8.2 Control Equipment

Installation of all automatic valves and controllers shall comply with the manufacturer's recommendations and the local electrical codes or approved equal.

#### 12.8.3 Sprinkler Heads, Valve Boxes, Drains

All sprinkler heads should be mounted on a swing joint equal in size to the sprinkler head inlet. A non-solvent lubricant such as Teflon tape must be used on all threaded fittings.

When circulating sprinkler heads, only compatible sprinklers with common precipitation rate should be joined at the same circuit.

**12.8.4**      Excavation

For residential and small commercial installations the minimum depth of cover for piping is 200 mm.

For large turf installation the minimum depth of cover shall be:

450 mm for piping up to 100 mm in diameter

600 mm for piping over 100 mm in diameter

On existing sodded areas, sod shall be removed, preserved and replaced once backfilling is accomplished.

Backfill material shall be free from rocks, large stones and other unsuitable materials which could damage the pipe or create unusual setline problems. The contractor must ensure that all existing underground utilities are located prior to construction.

**12.8.5**      Inspection

Prior to backfilling, all irrigation systems must be inspected and approved by the Developer's Engineer and the Town Parks inspector. Any deficiencies discovered during the inspection shall be rectified by the developer's contractor and reinspected.

**12.9**      PLANT MAINTENANCE

The Developer is responsible for maintenance of all plant material within the subdivision until the one year maintenance period expires. Any plant material that is not in good health and vigour during the maintenance period must be replaced with new material as per the original specification at the developers cost. All plantings are to be maintained in a healthy growing condition. During the maintenance period, required maintenance shall include watering, weeding , pruning, and treatment for disease and pests. All developed grass areas shall be mowed, aerated, top dressed, fertilized, limed and reseeded as required by the Director of Parks, Recreation and Culture. All planting beds shall have all weeds removed at least once per month during the growing season, by hand-pulling or hoeing. Trees and shrubs are to be deep watered as often as required to ensure that no stress occurs to the plants during hot weather. (As often as twice per week in hot weather).

**12.10 PAVING****12.10.1 Concrete Unit Paving**

All concrete unit pavers shall be uniform in material, colour, size and from one manufacturer. Granular base course and sand laying course particle size shall be to industry standard. Depth of base course shall be appropriate to intended vehicle/pedestrian use. Paving installation shall be true to grade, location, layout and pattern as per plans.

**12.10.2 Exposed Aggregate Paving**

Concrete mixes, reinforcing steel, concrete additives and base material must meet specifications listed in this manual. Exposed aggregate paving shall be mixed into concrete, not seeded. Loosened material shall be washed, not sandblasted from concrete. Loosened material and the wash slurry must be intercepted prior to entering municipal storm drain system. Any material or slurry entering the municipal storm system will be cleaned out by the contractor at the developers' expense. The aggregate shall be at an even depth for paving surface. Paving installation shall be true to grade, location, layout and pattern as per plans.

## TREES

Common Name	Botanical Name	General Description	Mature Height
Kwanzan Cherry	Prunus SP Kwanzan	Green leaf with pink blossoms.	8 m
Sweet Gum	Liquidambar Strvacifua	Brilliant red & yellow in fall.	20 m
London Plane	Plantanus Acerifolia	Green maple like leaves.	20 m
Oak Tree	Quercus	Green leaf scarlet in fall.	20 m
Maple Tree	Aier	Green leaf red & yellow in fall. " "	20 m
Flowering Pear	Pyrus calleryana	Green leaf/pink & white blossoms. " "	8 m
Flowering Plumb	Prunus Blirciana	Purple leaf/pink blossoms. " "	8 m
Horn Beam	Carpinus Batutius Fast.	Dark Green Leaves.Good for tight spots.	12 m
Honey Locus	Gleditsia Triacanthos	Green leaves. Soft feathery fronds.	20 m
Weeping Cedar	Cedrus Deodara	Drooping folage. Blue green/very large.	45 m
Blue Cedar	Cedrus Atlentica Gleuca	Blue like needles. Very Large.	35 m
Laburnum	Laburnocytisus	Green with yellow strains of flowers.	8 m
Dogwood whitewon.	Cornaceae	White flowers in Spring.	10m
Birch/Silver shadow	Pendula	White bark and rough warty shoots.	12m

## SHRUBS

Common Name	Botanical Name	General Description	Potting Size
Yucca	Yucca Liliaceae	Sharp points with clusters of white flowers.	26"
Heather	Errica	Low growing with pink or white flowers.	16"
Globe Juniper	Juniperus	Round shape with blue green folage.	26"
Smart Cedar	Cedrus	Pyramid shape. Good for hedges.	26"
Box Wood	Buxus	Small green pedals. Good for hedges.	26"
Nan Dina Bamboo	Damestica	Green & red pedals. Grows in a ball.	26"
Genesta	Lydia	Looks like broom with bright yellow flowers.	16"
Cotoneaster	Cotoneaster	Good ground cover with red berries.	16"
Mugo Pine	Pinus Mugo Pumilio	Grows in a tight clump. Tiny green needles.	26"
Pieris	Japonica	Glossy red green leaves with white flowers.	26"
Pyracantha	Rosaceae	Green folage with red berries very thorny.	16"
Photinia	Fraserli	Glossy green and red leaves.	26"

DIMENSIONS ARE IN MILLIMETRES UNLESS OTHERWISE NOTED



**TOWN OF LADYSMITH**  
ENGINEERING STANDARD

RECOMMENDED PLANT LIST

DATE: MAY 1996

APP. BY:

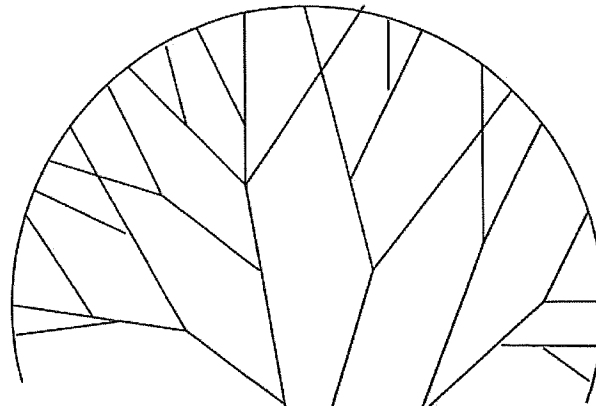
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STANDARD No. 14 GALVANIZED WIRE  
IN REINFORCED RUBBER GARDEN HOSE  
AT POINTS OF CONTACT WITH TREE  
FOLD WIRE ENDS INWARD TO AVOID HAZARD

TOP OF STAKE 100 MIN.  
BELOW LOWEST BRANCH

WRAP 100 $\phi$  x 75 HIGH BIG-O  
PIPE AROUND BASE OF TREE

2 - PRESSURE TREATED 50-100 $\phi$   
WOOD STAKES 2.0 m IN LENGTH  
DRIVE STAKE INTO UNDISTURBED  
DO NOT PENETRATE ROOT BALL

50 DEEP WATERING BASIN  
(EARTH SAUCER) AT BASE OF TREE

450 MIN

25 $\phi$  SOLID PVC WATERING TUBE  
EXTEND 50 ABOVE GROUND

REMOVE BURLAP FROM TOP  
ONE THIRD OF ROOT BALL

300 MIN. OF COMPACTED TOPSOIL  
AROUND ROOT BALL

TREE TO BE PLANTED AT  
ORIGINAL DEPTH

SCARIFY PIT BOTTOM

UNDISTURBED SUBSOIL OR  
COMPACTED FILL

ROOT BALL WIDTH  
PLUS 600 MIN

DIMENSIONS ARE IN MILLIMETRES UNLESS OTHERWISE NOTED



TOWN OF LADYSMITH  
ENGINEERING STANDARD

TREE PLANTING DETAIL

DATE: OCT. 1995

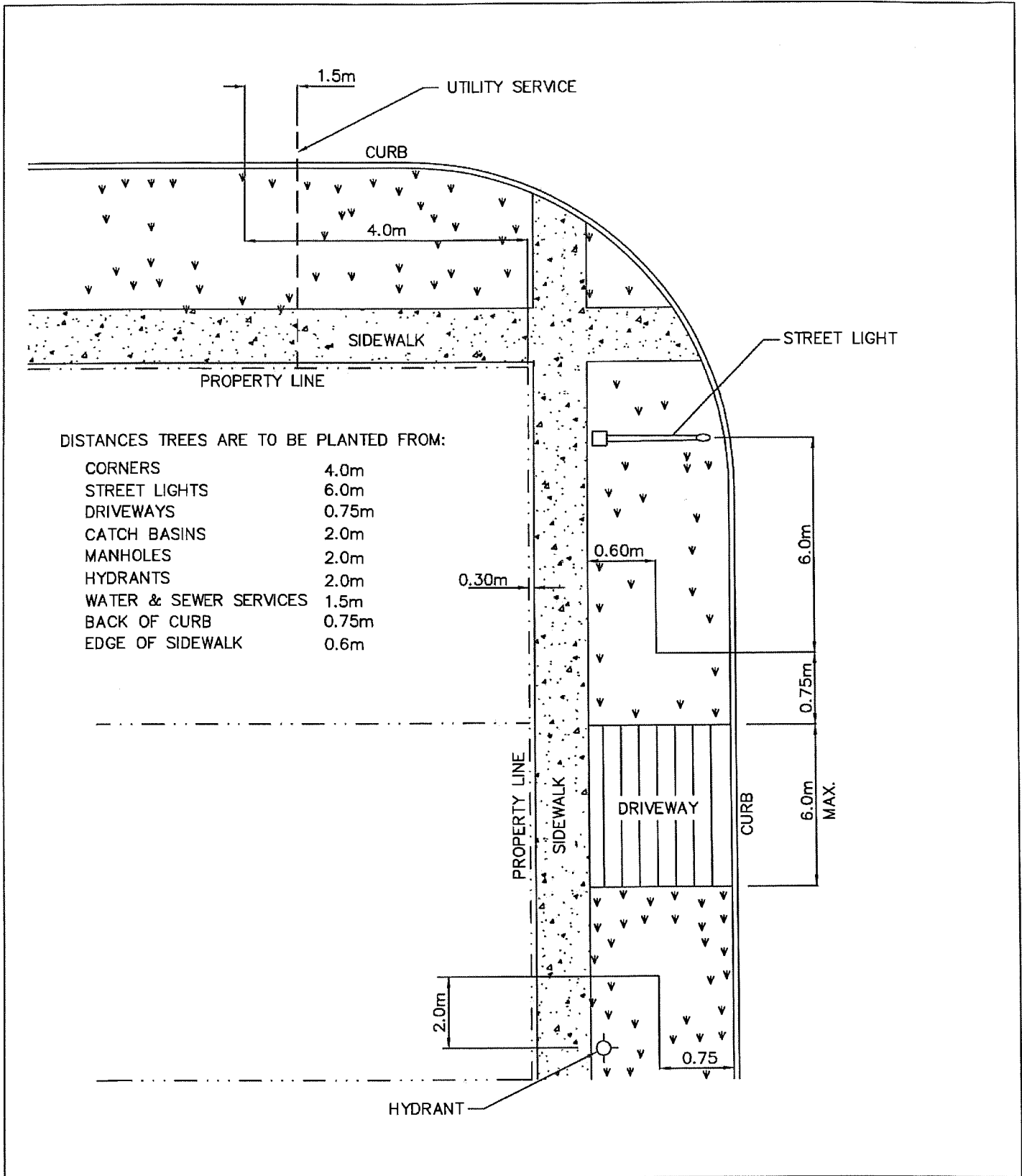
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DIMENSIONS ARE IN MILLIMETRES UNLESS OTHERWISE NOTED



TOWN OF LADYSMITH  
ENGINEERING STANDARD

TREE PLACEMENT DETAIL

66

N.T.S.

DATE: MAY 1996

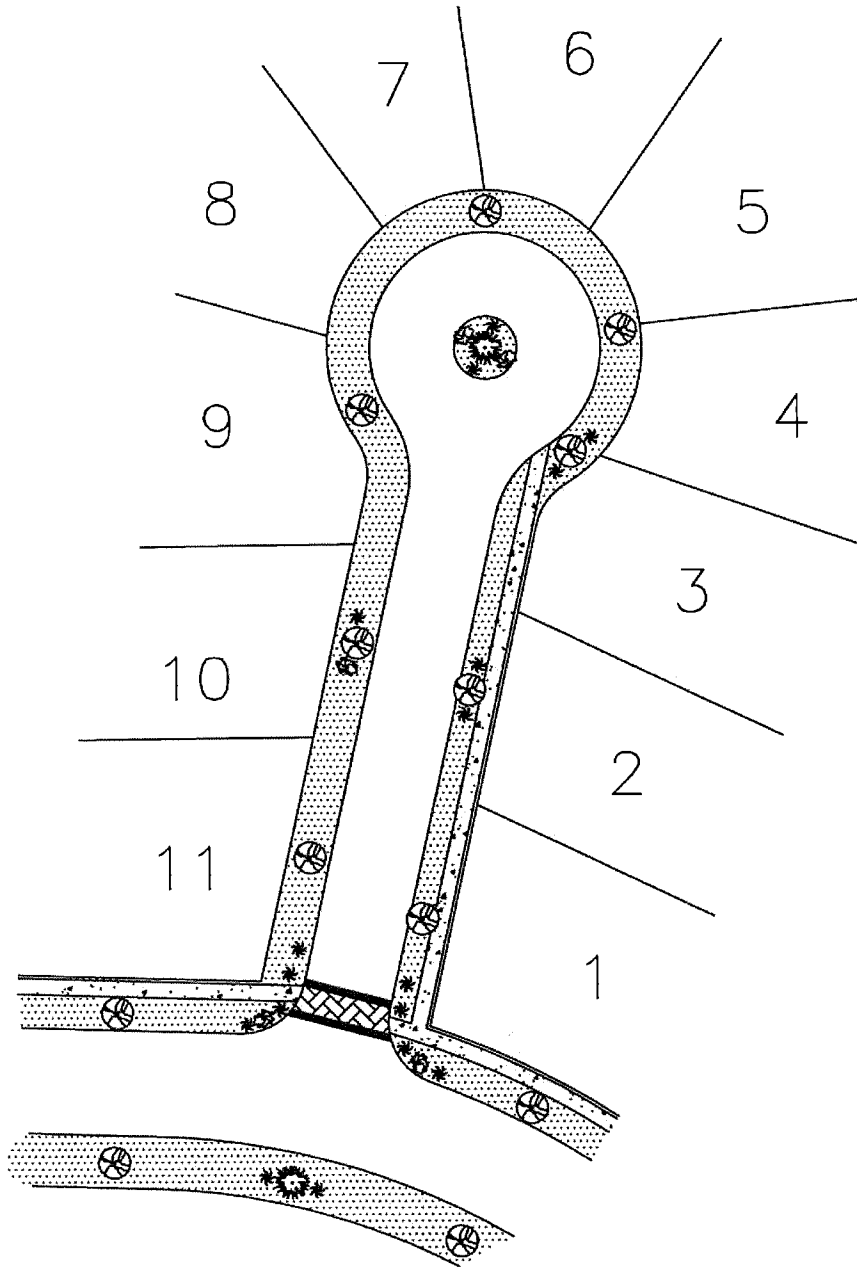
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DIMENSIONS ARE IN MILLIMETRES UNLESS OTHERWISE NOTED



**TOWN OF LADYSMITH**  
ENGINEERING STANDARD

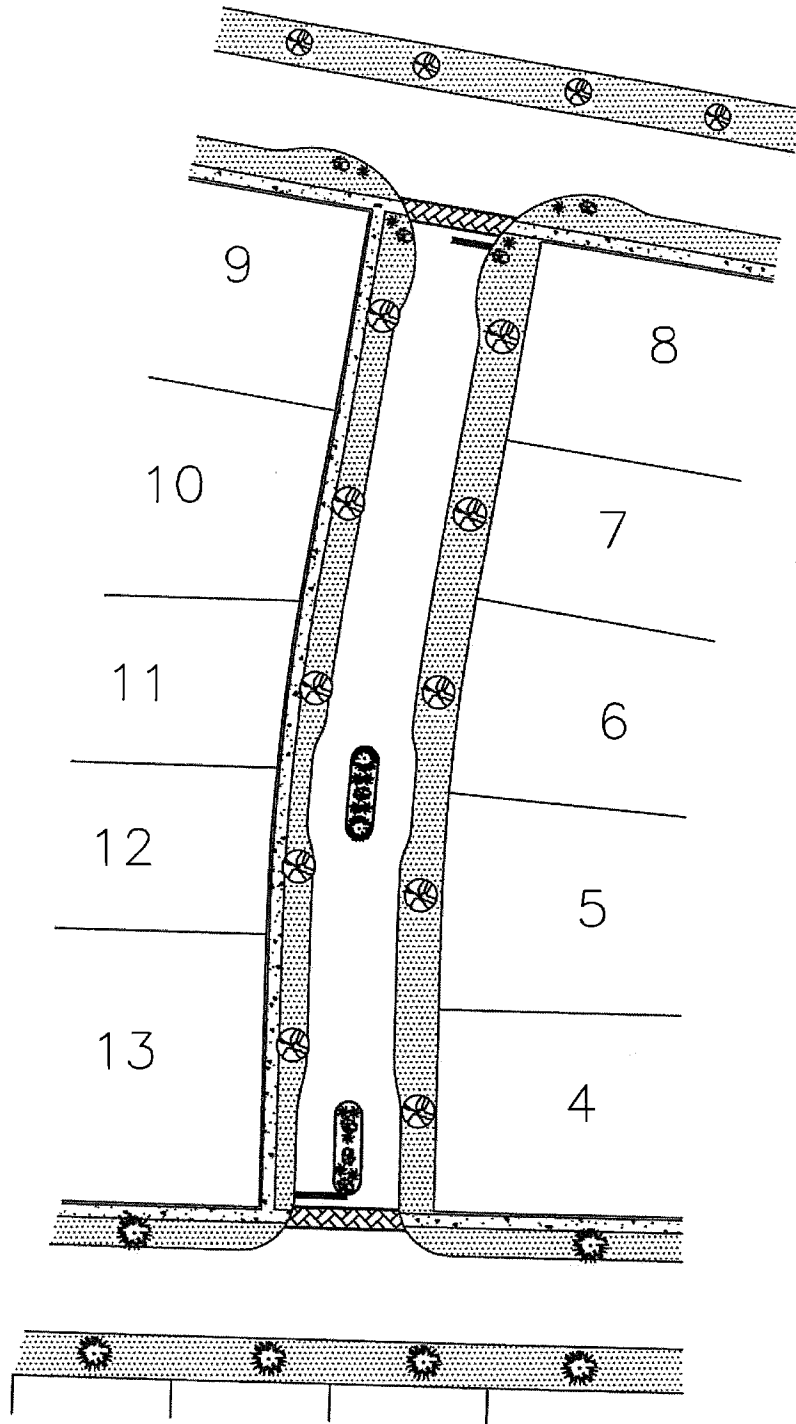
CONCEPTUAL LANDSCAPING  
CUL-DE-SAC WITH ISLAND

DATE: MAY 1996

APP. BY:

DRAWING No.  
P4

REV.  
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DIMENSIONS ARE IN MILLIMETRES UNLESS OTHERWISE NOTED



TOWN OF LADYSMITH  
ENGINEERING STANDARD

CONCEPTUAL LANDSCAPING WITH  
TRAFFIC CALMING

DATE: MAY 1996

APP. BY:

DRAWING No.  
P5

REV.  
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Town of Ladysmith  
**STAFF REPORT**

To: Ruth Malli, City Manager  
From: Sandy Bowden, Director of Corporate Services  
Date: August 26, 2013  
File No:

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Re: Property Disposition – Public Laneway Between 320 and 330 First Avenue

RECOMMENDATION:

That Council direct staff to proceed with the disposition of the public laneway between 320 and 330 First Avenue to the Ladysmith and District Credit Union for \$32,000 plus associated costs including, but not limited to, legal, utility re-alignment and/or protection, appraisal, and surveyor costs, in accordance with the legislation; and that Council proceed with first three readings of Bylaw No. 1836.

INTRODUCTION/BACKGROUND:

Council is aware that the Ladysmith and District Credit Union (LDCU) requested the Town's consideration of acquiring a portion of the laneway located between 320 and 330 First Avenue to accommodate the proposed expansion of their facility. At a closed meeting of Council staff was directed to obtain an appraisal of the subject laneway prior to proceeding with the disposition of the property. The appraised value of the property is \$32,000. This reflects a significant reduction (from \$64,000 to \$32,000) for the encumbrance of utilities located within the current laneway. It is now appropriate for Council to consider giving the attached bylaw three readings. Once the three readings of the bylaw are complete Staff will forward the bylaw to the Ministry of Transportation for approval. Staff will also proceed with advertising the disposition of the subject property in accordance with the legislation (i.e. two consecutive editions of the Chronicle).

ALTERNATIVES:

Council could direct staff to not proceed with the property disposition.

FINANCIAL IMPLICATIONS:

As noted in the recommendation, the Town will receive \$32,000 from the LDCU for the portion of the laneway plus associated costs including legal or other expenses incurred in processing this property disposition. This amount will be placed in the real property reserve as required with any property disposition.

LEGAL IMPLICATIONS:

Staff will ensure the property disposition is completed in accordance with the legislation.

CITIZEN/PUBLIC RELATIONS IMPLICATIONS:

Staff does not anticipate any significant public reaction to this proposed laneway closure. Staff will ensure that adjacent property owners are notified of the closure and will advise Council of any responses received.

INTERDEPARTMENTAL INVOLVEMENT/IMPLICATIONS:

Once the process for the lane closure is finalized, Infrastructure Services will consult with the LDCU regarding the relocation of sub-surface utilities. Financial Services will ensure that all financial matters regarding this property disposition are managed appropriately.

ALIGNMENT WITH SUSTAINABILITY VISIONING REPORT

This initiative aligns with Sustainability Goal No. 7 – Provide stable, diverse and prosperous local economic opportunities.

ALIGNMENT WITH STRATEGIC PRIORITIES:

This initiative aligns with Strategic Direction C – Dynamic Economic Development.

SUMMARY:

The LDCU requested the Town's consideration of disposing of a portion of the laneway located between 320 and 330 First Avenue to accommodate the proposed expansion of their facility. The appraised value of the land is \$32,000 which includes significant reduction for the encumbrance of utilities located within the current laneway. The LDCU will compensate the Town for the land and all expenses associated with the disposition (i.e. legal, appraiser, survey costs, etc.). Council's consideration of proceeding with processing this property disposition, including first three readings of Bylaw No. 1836, is requested.

I concur with the recommendation.



Ruth Malli, City Manager

ATTACHMENTS:  
Bylaw No. 1836



TOWN OF LADYSMITH

**BYLAW NO. 1836**

**A BYLAW TO CLOSE AND REMOVE THE DEDICATION OF A HIGHWAY**

WHEREAS the purpose of this Bylaw is to close to traffic and remove the highway dedication of an undeveloped laneway located between 320 and 330 First Avenue, Ladysmith, British Columbia.

AND WHEREAS in accordance with sections 40(3) and (4), and 94 of the *Community Charter*, the Town of Ladysmith has published notice of its intention to adopt this Bylaw, has delivered notice to the operators of utilities whose transmission or distribution facilities or works Council considers will be affected, and has provided an opportunity for persons who consider they are affected to make representations to Council.

NOW THEREFORE, the Municipal Council of the Town of Ladysmith, in open meeting assembled, ENACTS AS FOLLOWS:

1. The portion of the road right-of-way located between 320 and 330 First Avenue shown as "Closed Road" on the attached Schedule "A" hereto entitled "Road Closure Plan", is closed to traffic.
2. The dedication of the public highway referred to in section 1 is removed.

**CITATION**

3. This Bylaw may be cited as the "Town of Ladysmith Road Closure and Dedication Removal Bylaw 2013, No. 1836".

READ A FIRST TIME on the            day of            , 2013

READ A SECOND TIME on the        day of            , 2013

READ A THIRD TIME on the         day of            , 2013

APPROVED BY THE MINISTER OF TRANSPORTATION on the        day of            , 2013

ADOPTED on the                        day of            , 2013

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

\_\_\_\_\_  
Director of Corporate Services (S. Bowden)



Schedule "A" to Bylaw No. 1836 - Road Closure Plan



"Closed Road"



## Town of Ladysmith

### **STAFF REPORT**

To: Ruth Malli, City Manager  
From: John Manson, FEC, PEng, Director Infrastructure Services  
Date: August 27, 2013  
File No:

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**Re: Composting Screener**

**RECOMMENDATION(S):**

That Council re-allocate \$80,000 in capital funds allocated for a Front-end Loader to purchase a new or used screener and other related equipment to facilitate ongoing composting operations at the Public Works Yard.

**PURPOSE:**

To provide for the purchase of a new or used screener to facilitate efficient composting of yard wastes and Bio-solids at the Public Works yard.

**INTRODUCTION/BACKGROUND:**

Staff have been continually assessing the efficiencies of our current composting operation at the public works yard. We currently compost outdoors, using equipment already purchased for other purposes. In reviewing the need for additional equipment for composting, we are aware that under the Liquid Waste Management Plan, approved by the Province, we are proposing to relocate the majority (if not all) of the composting operation to a location operated or managed through the CVRD, however, we have identified a need for a screener that can be used on a fairly frequent basis to removal coarse material that is not suitable for final compost usage.

It is staff's recommendation that the screener is a higher priority than a front-end loader based on the present method of window style composting under way at Public Works. In addition, we have identified the need for additional odour control equipment, especially due to the recent warm weather. We are requesting that Council permit the \$80,000 allocation for the front-end loader to be re-allocated to composting equipment on a priority basis, including equipment such as a screener and odour control.

SCOPE OF WORK:

Includes the supply of equipment to facilitate composting at Public Works.

ALTERNATIVES:

The Town could continue its practise of renting equipment as required. Over the medium term, however, we expect the cost of renting equipment such as a screener would not be cost effective, compared to owning (and possibly selling the equipment if/when the CVRD site is opened).

FINANCIAL IMPLICATIONS:

Funding for the front-end loader is already in this year's budget. No additional funds are being requested at this time.

LEGAL IMPLICATIONS:

None.

CITIZEN/PUBLIC RELATIONS IMPLICATIONS:

None.

INTERDEPARTMENTAL INVOLVEMENT/IMPLICATIONS:

None.

RESOURCE IMPLICATIONS:

Staff resources have already been allocated to operate and manage the composting operations at the public works yard.

ALIGNMENT WITH SUSTAINABILITY VISIONING REPORT:

Aligns with our Innovative Infrastructure Vision;

ALIGNMENT WITH STRATEGIC PRIORITIES:

Aligns with our Responsible Stewardship of the Environment Priority;

SUMMARY:

Staf are requesting the re-allocation of \$80,000 in capital funds presently allocated to a front-end loader to purchase new or used equipment to assist in our ongoing composting operations at the public works yard.

I concur with the recommendation.

*R. Malli*

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Ruth Malli, City Manager

ATTACHMENTS:

None

**TOWN OF LADYSMITH**

**BYLAW NO. 1831**

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** the Municipal Council considers it advisable to amend "Town of Ladysmith Zoning Bylaw 1995, No. 1160";

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

1. The "Town of Ladysmith Zoning Bylaw 1995, No. 1160" as amended is hereby further amended as follows:
  - (1) Section 7.0 "Urban Rural Residential Zone (UR-1)" is amended by:
    - (a) Deleting Section 7.1 'Permitted Uses' in its entirety and replacing it with the following:  
 "The following uses and no other uses are permitted in this Zone:
      - (a) single family residential dwelling;
      - (b) home occupation;
      - (c) bed and breakfast."
    - (b) Amending Section 7.2 'Conditions of Use' as follows:
      - (i) Deleting subsection (1) in its entirety and replacing it with the following: "(1) The maximum parcel coverage shall not exceed 33.0 percent.";
      - (ii) Deleting subsection (4) in its entirety;
      - (iii) Deleting subsection (5) in its entirety;
 and renumber accordingly.

**CITATION**

2. This Bylaw may be cited for all purposes as "Town of Ladysmith Zoning Bylaw 1995, No. 1160, Amendment Bylaw (No.94), 2013, No. 1831".

**READ A FIRST TIME** on the 6<sup>th</sup> day of August, 2013

**READ A SECOND TIME** on the 6<sup>th</sup> day of August, 2013

**PUBLIC HEARING** waived pursuant to s. 890(4)(b) of the *Local Government Act*

on the 6<sup>th</sup> day of August, 2013

**READ A THIRD TIME** on the day of

**ADOPTED** on the day of

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

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

TOWN OF LADYSMITH

**BYLAW NO. 1834**

A bylaw to regulate the servicing of developments

**WHEREAS** Council may appoint a person to be called an Approving Officer to exercise the jurisdiction conferred on him by the *Land Title Act* or the regulations or any other Act or regulations;

**AND WHEREAS** the Approving Officer appointed by the Town of Ladysmith has established procedures for examining proposed subdivisions;

**AND WHEREAS** the Council may by bylaw impose subdivision application fees pursuant to Section 931 of the *Local Government Act*;

**AND WHEREAS** Council may by bylaw regulate and require the provision of works and services in respect of the subdivision or development of land, pursuant to Section 938 of the *Local Government Act*;

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

**TABLE OF CONTENTS**

1. The provisions of this Bylaw apply to the whole of the Town of Ladysmith and are divided into five parts and seven schedules dealing with the following subjects:

Part I	- Interpretation
Part II	- Application, Administration and Enforcement
Part III	- Subdivision Application Procedure
Part IV	- Conditions of Subdivision Approval
Part V	- Title and Repeal
Schedule A	- Servicing Agreement
Schedule B	- Maintenance Agreement
Schedule C	- Works and Services Agreement
Schedule D	- Waiver Agreement
Schedule E	- Municipal Specifications and Drawing Standards
Schedule F	- Rights-of-Way
Schedule G	- Letter of Credit

**PART I - INTERPRETATION**

1.01 In this Bylaw or in any resolution of Council passed relating to this Bylaw, unless the context otherwise requires:

"Access" means a method of approach to a parcel from a street, typically considered a driveway;

"Access Strip" means that part of a panhandle lot that provides access to a street;

"Agreement" means a Construction Agreement, a Maintenance Agreement or a Works and Services Agreement; and is a legally binding agreement between the owner of the land being subdivided and the Municipality, in the form attached hereto as Schedules A, B, and C, which details the Works and Services required to be completed or which have been completed in connection with the subdivision;

"Approval" means approval by the Approving Officer of the subdivision pursuant to the Land Title Act or the Condominium Act;

"Approving Officer" means the officer so appointed by Council resolution according to the

provisions of the Land Title Act;

**"Arterial Street"** means a street which is designed to carry traffic from collector streets to other streets and also usually provides direct access to properties;

**"Boulevard"** means that portion of a highway between the curb lines or the lateral boundary lines of a roadway and the adjoining parcel or between curb on median strips or islands, but does not include any curbs, sidewalks, ditches or driveways;

**"Building Code"** means the British Columbia Building Code, latest edition.

**"Collector Street"** means a street whose primary function is to carry local traffic to other streets, and which also usually provides direct access to properties;

**"Common Access"** means an access used by two or more adjoining parcels;

**"Community Sanitary Sewer System"** means a sewage collection and disposal system owned and operated by the Town;

**"Community Storm Drainage System"** means a system of drains or drainage collection works owned and operated by the Town;

**"Community Water System"** means a waterworks treatment and distribution system owned and operated by the Town;

**"Council"** means the elected Council of the Town;

**"Cul-de-sac"** means a collector street which has only one connection to the street system and which cannot reasonably be extended and which terminates in an area for the turning of motor vehicles;

**"Developer"** means the Applicant;

**"Engineer"** means the Director of Infrastructure Services of the Town appointed by Council or such other person as may, from time to time, be appointed by the Engineer to act on his behalf;

**"Final Approval"** means the signing by the Approving Officer of the subdivision plan in order to permit registration of the subdivision in the Land Titles Office;

**"Front Parcel Line"** means the lot line common to the lot and an abutting street, or where there is more than one lot line common to abutting streets, the shortest of these lines;

**"Lane"** means a street intended to provide secondary access to parcels of land;

**"Maintenance Period"** means the length of time that the works and services installed in connection with the subdivision are to be maintained free of defects by the developer and at his expense;

**"Major Arterial Street"** means a street which is designed to carry through traffic and which also usually provides direct access to properties;

**"Natural Boundary"** means the visible high water mark of any lake, river, stream or other body of water where the presence and action of the water are so common and usual, and so long continued as to mark on the soil of the bed of the body of water a character distinct from that of its banks, in vegetation and the nature of the soil;

**"Ornamental Street Light"** means a free-standing pole, other than wood, with attached luminaire;

**"Panhandle Parcel"** means any parcel which is serviced and accessed through a narrow strip of land (access strip) which is an integral part of the parcel;

**"Parcel"** means any lot, block or other area in which land is held or subdivided, but does not include a street;



**"Professional Engineer"** means a person who is registered or duly licensed as such to practice within the Province of British Columbia, pursuant to the Engineering Profession Act;

**"Proposer"** means a person applying for the approval of a subdivision, whether as the owner of the property proposed to be subdivided or as the agent authorized in writing by the owner;

**"Public Utility"** means the lawful distribution or distributor of electricity, gas, telephonic or television signals under the Utilities Commission Act, the Local Government Act, or a Statute of Canada;

**"Right-of-Way"** includes land or an interest in land acquired for the purpose of:

- (1) public rights of passage with or without vehicles;
- (2) constructing, maintaining, or operating any railway; or
- (3) erecting and maintaining any pole-line; or
- (4) laying, placing, operating, inspecting, replacing, repairing and maintaining drains, ditches, water courses, pipes, transmission lines, or wires for the conveyance, transmission, or transportation of water, gas, electrical power, communication, or for the disposal of sewage or drainage;

or any right-of-way of a like nature or for any purpose necessary for the operation and maintenance of the undertaking;

**"Roadway"** means the travelled portion of the street that is improved, designed or ordinarily used for vehicular traffic;

**"Sidewalks"** means a public way for pedestrian traffic, and includes trails and walkways;

**"Street"** means major arterial, arterial, collector streets, road, bridge, viaduct, lane and any other way open to public use, but does not include a private right-of-way on private property;

**"Subdivision"** means the division of land into two or more parcels, whether by plan, apt descriptive words, or otherwise;

**"Town"** means the area encompassed by the boundaries of the Town of Ladysmith;

**"Water Course"** means any natural drainage course or source of water, whether usually containing water or not, and includes any lake, river, creek, spring, ravine, swamp, gulch or source of ground water whether enclosed or in a conduit;

**"Works and Services"** means the streets, drainage, water and sewer systems, fire hydrants, boulevard crossings, transit bays, the sidewalks, boulevards, street lighting, underground wiring, public utilities, or any other works to be provided for in a subdivision of land under this Bylaw;

**"Zone"** means a land use designation created by the Zoning Bylaw of the Town and all amendments thereto.

1.02 Unless otherwise defined herein, any word or expression in this Bylaw shall have the same meaning as any similar word or expression contained in the Local Government Act.

## **PART II - APPLICATION, ADMINISTRATION AND ENFORCEMENT**

### **2.01 Application**

The provisions of this Bylaw apply to all lands within the area incorporated as the Town of Ladysmith. This Bylaw does not apply to any subdivision for which application was made prior to the date of coming into force of this Bylaw provided that such application is completed within 12 months of adoption of this Bylaw.

**2.02 Purpose**

The purpose of this Bylaw is to regulate the subdivision and development of land and the arrangement, design and construction of highways, works and services, in order to:

- (a) Promote orderly, efficient, economical and aesthetically pleasing development;
- (b) Ensure that subdivisions and developments are developed in harmony with the environment and are suited to the use for which they are intended.

**2.03 Other Bylaws and Enactments**

This Bylaw should be used in conjunction with the Schedules to this bylaw, the current Town of Ladysmith Zoning Bylaw and the current Ladysmith Community Plan. Users of this Bylaw are advised that they should also be knowledgeable of the requirements of other applicable enactments including without limitation the:

- (a) *Land Title Act;*
- (b) *Local Government Act;*
- (c) *Community Charter*
- (d) *Strata Property Act* and Bare Land Strata Regulations;
- (e) *Agricultural Land Commission Act;*
- (f) *Real Estate Act;*
- (g) *Land Survey Act;*
- (h) *Forest Land Reserve Act;*
- (i) *Waste Management Act;*
- (j) *Highway Act;*
- (k) *Builders Lien Act;*
- (l) *Water Act.*

**2.04 Works and Services Requirement**

As a condition of

- a) The approval of a subdivision, or
- b) The Issuance of a Building Permit, where the value of construction, as determined by the Building Bylaw, is greater than \$50,000

The owner of the land is required to provide works and services in accordance with the standards established in this Bylaw, on that portion of a highway immediately adjacent to the site being subdivided or developed, up to the center line of the highway.

**2.05 Subdivision Approval or Rejection**

Every application for the subdivision of land shall be made to the Approving Officer.

**2.06 Final Approval**

No land within the Town shall be subdivided until final approval by the Approving Officer has been obtained.

**2.07 Authorization to Enter**

The Approving Officer and/or the Engineer, being officers of the Town, are authorized to enter at all reasonable times, upon the lands for which application to subdivide has been made, in order to ascertain whether or not the provisions of this Bylaw are being provided.

**2.08 Penalty**

Any person who violates any of the provisions of this bylaw shall, upon summary conviction, be liable to a penalty not exceeding Two Thousand (\$2,000.00) Dollars, plus the cost of prosecution. Every day that the violation continues constitutes a separate offence.



## 2.09 Severability

If any portion of this Bylaw is held to be invalid by a court of competent jurisdiction, the validity of the remaining portions of this bylaw shall remain in full force and effect.

### **PART III - SUBDIVISION APPLICATION PROCEDURE**

#### 3.01 Optional Preliminary Layout Review

(a) Process:

Prior to submitting a formal application for subdivision approval as required in Part IV of this Bylaw, the Proposer may submit in writing to the Approving Officer, a proposal for preliminary layout review which shall state the name and postal address of the Proposer and the legal description and address of the parcel to be subdivided, and which shall be signed by the owner of the parcel. No examination fees or state of taxes need be submitted at this time.

(b) Information Needed:

The preliminary proposal shall be accompanied by a sketch plan drawn to a scale of not less than 1:2000 clearly indicating

- (i) the dimensions and full legal description of the parcel or parcels to be subdivided;
- (ii) the arrangement of the parcels and streets which would be created by the subdivision including the widths of the proposed streets and the approximate dimensions of the proposed parcels and any proposed alterations of lot lines or subdivision of any existing parcels;
- (iii) existing property lines and streets to be eliminated by the proposed subdivision;
- (iv) the relationship of the proposed subdivision onto adjacent streets and the connections of proposed new streets thereto;
- (v) existing buildings accurately located and identified;
- (vi) utility and other rights-of-way located and identified;
- (vii) watercourses and waterfrontages;
- (viii) the intended use of each parcel to be created by the subdivision;
- (ix) the name and postal address of the Proposer.

(c) Additional Information

The Approving Officer may require the Proposer for preliminary layout review to furnish:

- (i) such topographic information as may be required;
- (ii) such additional information as may be required to determine the suitability of the area for subdivision or the suitability of the size, shape, and orientation of the parcels required.

(d) Approving Officer Review

- (i) Within two (2) months of the receipt of the proposal for preliminary layout review, or of any additional information required under this Bylaw, the Approving Officer shall, in writing, indicate whether or not the proposed layout is acceptable for formal application.

- (ii) No letter shall be issued under this Section and no tentative approval shall be given unless the Proposer first executes an agreement in the form attached as Schedule D to this Bylaw, confirming that bylaws adopted by the Council under Part 26 of the Local Government Act prior to approval of the subdivision plan shall have effect with respect to the proposed subdivision.

(e) Revision to Layout

The Approving Officer may suggest revisions to the layout which, if incorporated into the plan, would enable the Proposer to apply for Subdivision Approval.

(f) Acceptance of Preliminary Layout

Acceptance of the preliminary layout by the Approving Officer shall:

- (i) be considered only as acceptance in principle of the preliminary layout proposal;
- (ii) not bind the Approving Officer to grant either tentative plan approval or final approval;
- (iii) be subject to all Town bylaws and Town plans governing the proposed subdivision.

3.02 Formal Application

An application for subdivision approval shall be submitted in writing to the Approving Officer and shall state the name and postal address of the Applicant as well as of the owner and the legal description and address of the parcel to be subdivided, and shall be signed by both the Applicant and the owner or be accompanied by some other valid proof that the Applicant is authorized to act as agent for the owner for the purpose of subdivision.

3.03 Application Fee

An application for subdivision and development approval shall submit with the application the fee set out in the Fees and Charges Bylaw of the Town.

3.04 Application Requirements

The subdivision application shall be accompanied by:

- (a) two white paper copies of a subdivision plan prepared by a B.C. Land Surveyor which shall show areas and dimensions of all lots being created; and, if not already submitted for preliminary layout review, then
- (b) other information as required in Section 3.01 (c) of this Bylaw;
- (c) a conceptual servicing plan prepared by a Professional Engineer indicating that the proposed subdivision shall be serviced in accordance with design criteria stipulated in this Bylaw. This requirement may be waived by the Approving Officer for small in-fill subdivision;
- (d) an itemized estimate prepared by a Professional Engineer of the cost of providing all works and services for the subdivision as required by this Bylaw. This requirement may be waived by the Approving Officer for small in-fill subdivisions.

3.05 Submission

Compliance with Sections 3.02, 3.03 and 3.04 of this Bylaw constitutes the tendering of the subdivision plan for examination and approval for the purposes of the Land Title Act and the Local Government Act.

**3.06 Preliminary Plan Approval**

Within two (2) months of the receipt of an application for subdivision approval or the receipt of any additional information which may be required under the Bylaw, the Approving Officer shall in writing:

- (a) grant conditional or unconditional preliminary plan approval, or
- (b) refuse preliminary plan approval stating explicitly the reason or reasons for refusal; or
- (c) notify the Applicant that preliminary tentative plan approval is being withheld pending modification of the plan as he may require.

**3.07 Resubmission**

Where preliminary plan approval is withheld the Applicant may, within three (3) months, re-submit to the Approving Officer for approval a revised plan of subdivision without paying a further examination or application fee.

**3.08 Revised Preliminary Plan Approval**

The Approving Officer shall, if satisfied that plans submitted under Subsection 3.07 of this Bylaw meet all the requirements of this Bylaw, grant preliminary approval within seven (7) days of the receipt of the revised plans.

**3.09 Approval to Proceed**

- (a) In all cases of preliminary plan approval, the Approving Officer shall explicitly state in writing all the requirements to be met before final approval can be given.
- (b) Preliminary plan approval shall:
  - (i) be considered as certification to the Applicant by the Approving Officer that all requirements for final subdivision plan approval have been met other than those in the letter of preliminary plan approval, and that work on the subdivision can proceed;
  - (ii) be effective only for a period of six (6) months, provided that, upon written application from the Applicant, the Approving Officer may extend the preliminary plan approval for a further three (3) months.

**3.10 Final Approval**

- (a) Following preliminary plan approval, the Proposer shall submit to the Approving Officer for final approval two (2) mylar transparencies and five (5) paper prints of the subdivision plan prepared by a B.C. Land Surveyor in a form acceptable to the Land Title Office, accompanied by:
  - (i) written notification by a Professional Engineer to the Approving Officer certifying completion of all works required under Part IV of this Bylaw, or a signed agreement in accordance with Section 4.05 (l) of this Bylaw together with all moneys payable or a letter of credit;
  - (ii) a certification from the Collector stating that all taxes which have been assessed or estimated on the land proposed for the subdivision have been paid;
  - (iii) payment of any applicable development cost charges and the administration and inspection fee required under Section 83 of the Land Title Act, Section 4.05 (n) of this Bylaw; and
  - (iv) where the owner of land is required to construct and install works and

services in accordance with the provisions of this Bylaw, the owner shall provide the Town with a maintenance bond in a form acceptable to the Approving Officer, equal to 10% of the cost of installing all such works and services as estimated in accordance with Section 3.04(d) of this Bylaw and as set out in Schedule A and B of this Bylaw;

- (v) confirmation that all other conditions specified in the letter of Preliminary Plan Approval, as set out in Section 3.06 of this Bylaw, have been fulfilled;
- (b) Forthwith upon receipt of the material required in Section 3.10(a) of this Bylaw, the Approving Officer shall in writing:
  - (i) grant final approval; or
  - (ii) notify the Applicant that final approval is being withheld, stating explicitly the reason or reasons therefor.
- (c) Final approval shall be certified by the return to the Applicant of the subdivision plan required under Section 3.10 (a) of this Bylaw, signed and dated by the Approving Officer in accordance with the provisions of the Land Title Act.

### 3.11 As Constructed Drawings

Upon completion of all Works and Services, the owner shall submit "As Constructed" drawings and "Certification of the Works" installed, both completed by a Professional Engineer in accordance with the requirements of the Standards, to the Approving Officer. All aspects of the work shall be carried out in accordance with good engineering practices and shall meet the requirements of the Standards set out in this bylaw.

## PART IV - CONDITIONS OF SUBDIVISION APPROVAL

### A. DESIGN

#### 4.01 Compliance with Bylaw

The subdivision of land in the Town of Ladysmith shall be approved only in compliance with the provisions of this Bylaw, Division (4) of Part 7 of the Land Title Act and Part 26 of the Local Government Act.

#### 4.02 Suitability

No subdivision will be approved until considered by the Approving Officer under the provisions of the Land Title Act.

#### 4.03 Area, Shape and Dimensions of Parcels

- (a) No subdivision shall be created in any zone so that any parcel created by the subdivision has an area in square metres or hectares or a frontage width in meters less than those set out for the zone in which it is located as set out in the Town of Ladysmith Zoning Bylaw, as amended.
- (b) The Approving Officer may, in the following situations, exempt a developer proposing to subdivide land from any prescribed minimum frontage. In the case of a panhandle parcel, the minimum frontage and panhandle width shall be 4.3 meters. In the case of cul-de-sac parcels the average of the front and rear parcel lines shall be not less than the minimum parcel frontage set out in the Zoning Bylaw.
- (c) The side lot lines of parcel to be created by the subdivision shall be as close as possible to right angles or radial to street lines, and the Approving Officer shall ensure that the parcels to be created are logical in shape and dimension.
- (d) Where the requirements are met with respect to the provision of water and method

of sewage disposal, minimum parcel size requirements shall not apply to a subdivision where:

- (i) two or more parcels will be combined into a single parcel;
- (iii) the effect of the subdivision would not increase the number of parcels, but would adjust the boundary between existing parcels, provided that the boundary change did not result in the reduction of either parcel by ten percent or more of its original size; or
- (iv) an accretion is added to a parcel."

**B. LAYOUT**

4.04 The subdivision shall comply with the following:

- (a) the layout of all streets required in connection with the subdivision are in accordance with the design criteria specified in Schedule E of this Bylaw with respect to street and intersection geometrics, spacing, angle, location and grade;
- (b) sidewalks are provided where required to provide a logical and continuous pedestrian circulation system throughout the subdivision;
- (c) lanes shall be provided where necessary for servicing, continuity with existing lanes, or secondary access;
- (d) lane intersections shall have triangular corner cutoffs measuring not less than 3 m each way from the corner;

**C. SERVICING**

**4.05 Requirements**

All works, services and public utilities required in this Part shall be provided by the Applicant and shall be designed, installed and constructed in accordance with the design criteria, specifications and standard drawings included as Schedule E of this Bylaw. Any such works not included in Schedule E of this Bylaw shall be approved by the Engineer.

(a) Highway Provision and Widening

The Applicant shall provide land as set out in Section 938 of the Local Government Act.

(b) Construction Requirements

All streets within or immediately adjacent to a subdivision shall be designed and constructed as specified in Schedule E.

(c) Electrical, Telephone and Cablevision Requirements

Underground electrical, telephone and cablevision wiring shall be provided to every lot created by the subdivision and shall be a requirement for all newly created streets within a subdivision and for all existing streets within or immediately adjacent to a subdivision. If the subdivision consists of residential infill development of not more than 3 lots along a street which already has overhead wiring adjacent to the subdivision, underground wiring will not be a requirement along that street. Installation and construction requirements shall be those specified by B.C. Hydro, B.C. Tel and Shaw Cable.

(e) Gas Utility Requirement

Underground gas utility piping and all related works shall be installed, located and

constructed in accordance with the requirements of Schedule E and Fortis Gas regulations and standards and shall be provided to every lot created by the subdivision.

(f) Water System Requirements

Every lot created by a subdivision shall be connected to a suitable point on the Town water system through a complete and fully operational system of watermains, water meters, valves, valve chambers, hydrants and other appurtenances provided by the Applicant, in accordance with Schedule E.

(g) Sanitary Sewer System Requirements

Every lot created by a subdivision shall be connected to a suitable point on the Town sanitary sewer system through a complete and fully operational system of mains, manholes, necessary pumping stations and other appurtenances provided by the Applicant, in accordance with Schedule E.

(h) Drainage System Requirements

Every lot created by a subdivision shall be connected to a suitable point on the Town drainage system through a complete and fully operational system of mains, manholes, pumping systems, catch basins and other appurtenances provided by the Applicant, in accordance with Schedule E. Where the subdivision consists of infill development of not more than 3 lots along an existing street with ditches, the Approving Officer may approve drainage connections direct to the existing ditches where the construction of a storm sewer system would not be technically feasible at this time.

(i) Integrated Survey Monuments

The owner of any lands which are proposed to be subdivided and which require the dedication of streets, shall provide control monuments in the subdivision in the locations and in accordance with the standards as set in Schedule E.

Where a subdivision survey is carried out within an area declared an integrated survey area, all existing and new monuments pertinent to the survey of the subdivision shall be tied by survey to the nearest coordinate control monuments according to the procedures and regulations made by the Surveyor General.

All monuments installed as part of a subdivision shall be tied by survey to the subdivision survey.

(j) Excess Services

Where the Applicant is required by this bylaw to construct or replace any trunk water, sanitary sewer or storm sewer mains beyond the boundaries of the subdivision or development, or to provide the mains with excess capacity to the benefit of other lands, the Town may enter into an agreement with the owner of the lands to be subdivided to share all or part of the cost of any such trunk water, sanitary sewer, or storm sewer mains as set out in the Local Government Act. Where the provisions of Section 939 of the Local Government Act are invoked by Council, the rate of interest charged shall be six percent per annum.

(k) Refusal to Approve

Where works and services which would normally be required for the proposed subdivision or development under Section 4.05 (a), (b), (f) or (g) are part of a program covered by a Development Cost Charge Bylaw, the Approving Officer may refuse to approve the subdivision, or the Town may refuse to issue a Building Permit, until such time as the Town has Development Cost Charge funds available to pay for its share of the cost of such works unless the Applicant agrees to provide the services in which case his costs shall be deducted from the Development Cost Charges normally payable for that service.

(l) Completion of Works and Services

All works and services herein required to be constructed and installed at the expense of the applicant in connection with the subdivision or development of any lands shall be constructed and installed in compliance with this bylaw, the Local Government Act and the Land Title Act prior to final approval of the subdivision by the Approving Officer, or issuance of the Building Permit by the Town, unless the Applicant

- (i) deposits with the Town, the amount in cash estimated by the Approving Officer as the cost of installing any paying for all works and services required by this Subdivision and Development Bylaw, and enters into an agreement with the Town to have the Town do the work; or
- (ii) deposits with the Town cash or an irrevocable letter of credit, in the form of Schedule G, from a bank or other financial institution in the amount of 120% of the cost estimated by the Approving Officer of installing and paying for all works and services required by this Subdivision and Development Bylaw, and enters into an agreement with the Town to do the work by a specified date in accordance with this bylaw or forfeit the amount secured by the deposit to the Town.

(m) Return of Security

Where the Applicant has deposited cash or a letter of credit pursuant to Section 940 of the Local Government Act;

- (i) eighty-five percent (85%) of the cash or letter of credit deposited with the Town will be returned to the Applicant when the constructed works have been completed in compliance with the requirements of this Bylaw and the agreement entered into under Section 940 of the Local Government Act and inspected and approved by the Engineer; and
- (ii) the balance of the cash or letter of credit deposited with the Town will be returned to the Applicant one year after the date of approval of the works by the Engineer, provided that no latent deficiencies are found at the end of the one year period.

(n) Administration and Inspection Fees

Every Applicant shall, prior to approval of the subdivision plan or building permit and based on cost estimates acceptable to the Engineer, pay to the Town an administration and inspection fee calculated in accordance with the following schedule:

Estimated Cost of Providing All Works and Services Required By This Bylaw	<u>Administration &amp; Inspection Fees</u>
\$100,000 & less	6% of estimated cost

\$100,001 to \$200,000	\$6,000 plus 4.5% of estimated cost above \$100,000
\$200,001 to \$300,000	\$10,500 plus 4% of estimated cost above \$200,000
\$300,001 to \$500,000	\$14,500 plus 3.5% of estimated cost above \$300,000
Over \$500,000	\$21,500 plus 2.5% of estimated cost above \$500,000

*Note: All fees are subject to applicable taxes*

#### **PART V - TITLE AND REPEAL**

##### **5.01 Citation**

This bylaw may be cited for all purposes as "Town of Ladysmith Subdivision and Development Servicing Bylaw 2013, No. 1834".

##### **5.02 Repeal**

"Town of Ladysmith Subdivision Control Bylaw, 1115" and all amendments thereto are hereby repealed.

READ A FIRST TIME on the                      day of                      ,                      2013.

READ A SECOND TIME on the                      day of                      ,                      2013.

READ A THIRD TIME on the                      day of                      ,                      2013.

ADOPTED on the                      day of                      ,                      2013.

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

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



**SCHEDULE "A"**

**SERVICING AGREEMENT**

**THIS AGREEMENT** made the \_\_\_\_\_ day of \_\_\_\_\_,

**BETWEEN:** TOWN OF LADYSMITH  
BOX 220, 410 ESPLANADE  
LADYSMITH, BRITISH COLUMBIA  
V9G1A2

(the "Town") OF THE FIRST PART

**AND:**

(the "Developer") OF THE SECOND PART

**WHEREAS:**

A. The Developer intends to develop certain lands within the Town legally described as:

(the "Land");

B. The Developer intends to construct certain roads and other works and services (the "Works") within the Lands or adjacent to the Lands, and may wish to subdivide the Land according to a plan of subdivision (the "Plan") a copy of which is annexed to this Agreement as Schedule "A" (may not apply to a building permit only); and

C. The Developer has requested approval of the Plan or issuance of the building permit prior to the construction and installation of the Works and is agreeable to entering into this bonding agreement pursuant to Section 940 of the Local Government Act and to provide the Bond specified by this Agreement.

**NOW WITNESSETH** that in consideration of the Town accepting this Bond and Agreement prior to completion of the construction of the Works, the Town and the Developer covenant and agree as follows:

**Interpretation**

1. In this Agreement

**"Complete"** or **"Completion"** or any variation of these words when used with respect to the Works means completion to the satisfaction of the Municipal Engineer on the date certified by him in writing.

**"Development"** includes the construction and completion of all aspects of the Plan, including, but not limited to, the Works.

**"Engineer"** means the Director of Infrastructure Services of the Town appointed by the Council, or any other person from time to time duly authorized to act in his stead by the Council or the Engineer.

**"Municipal Engineer"** means the Director of Infrastructure Services.

**"Works"** means the Works and Services to be performed and constructed by the Developer for the approval of the Plan by Section 938 of the Local Government Act, or the completion of works immediately adjacent to the Land, and the bylaws of the Town and described in Schedule "B" to this

Agreement.

**Time for Completion**

2. The Developer shall complete the Works to the satisfaction of the Engineer by the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**Bond**

3. (1) As security for the due and proper performance of all of the covenants and agreements contained in this Agreement and the Works contemplated, the Developer has deposited with the Town cash in the amount of \$\_\_\_\_\_ as a Bond within the meaning of Section 940 of the Local Government Act (the "Bond").

Or

- (1) (a) As security for the due and proper performance of all of the covenants and agreements contained in this Agreement and the Works contemplated, the Developer has deposited with the Town an irrevocable Letter of Credit in the amount of \$\_\_\_\_\_ (the "Bond") to be valid for a period of twelve (12) months from the date of this Agreement.
- (b) The Town may make demand on the Bond at any time after the date of this Agreement.
- (c) The Developer is entitled to renew this Agreement if the Bond has been demanded.
- (d) The amount of the Bond may be reduced at any time with the approval of the Town in writing evidenced by the signature of the Approving Officer.
- (2) The Developer agrees that if the Works are not Completed by the date stated in Section 2, the Town may Complete the Works, at the cost of the Developer, and for that purpose may draw down upon the Bond the full amount of the Bond.
- (3) If there are insufficient monies contained in the Bond to Complete the Works the Developer shall pay the balance of the insufficiency forthwith upon invoice for it sent by the Town.
- (4) The Town may Complete the Works either by itself or by contractors employed by it.
- (5) If the Developer Completes the Works or if the Completion of the Works costs less than the amount of the Bond, then the Bond or a proportional part of it shall be returned by the Town to the Developer.
- (6) The cost of the Works shall include the actual cost of construction of them plus engineering, supervision, legal, survey and other costs.
- (7) An administration fee in the amount of 2 percent of the amount of the Bond, to a maximum of \$2,000.00 shall be made payable to the Town at the time the Bond is provided.

**Rights-of-Way**

4. Upon Completion of the Works, the Developer shall transfer and register in the Land Title Office the easements and rights-of-way prescribed by Schedule "B" to the persons or

corporations requiring them.

**Standards of Works**

5. (1) The Works shall be constructed to the standards required by the Subdivision Control Bylaw of the Town and to the satisfaction of the Engineer.
- (2) If the Works prove to be in any way defective or do not operate as designed and intended then the Developer shall, at the expense of the Developer, modify and reconstruct the Works so that they are fully operative and function to the satisfaction of the Engineer. Upon Completion of the Works to the satisfaction of the Engineer a Certificate of Substantial Completion signed by the Developer's Engineer shall be issued.

**Comply with Regulations**

6. (1) The Developer shall comply with the provisions of all Town Bylaws throughout the construction of the Works.
- (2) In the event that any material or debris should be left upon any road after the construction of the Works, the Developer covenants and agrees that the Town may forthwith remove the material or debris at the expense of the Developer, and the cost of the removal shall be determined by the Engineer.
- (3) In the event that any invoice of the Town for the removal of material or debris, remains unpaid after thirty (30) days of its receipt by the Developer, the Town may deduct the amount of the invoice from the Bond required by Section 3.

**Developer's Engineer**

7. (1) At all times during the construction of the Works, the Developer shall keep and employ an professional engineer, registered in the Province of British Columbia, with the authority to act on behalf of the Developer.
- (2) Any explanations, orders, instructions, directions and requests given by the Town to the Developer's professional engineer shall be deemed to have been given to the Developer.

**Changes in Standards**

8. The Developer covenants and agrees to comply with any changes in subdivision requirements or standards established by bylaw prior to the substantial commencement upon the Land of the Work contemplated by this Agreement and further agrees that the changes shall affect the Plan and Works.

**Maintenance of Works**

9. (1) The Developer covenants and agrees to:
  - (a) maintain the Works in complete repair for a period of one (1) year from Completion;
  - (b) remedy any defects in the Works appearing within a period of one (1) year from the date of Completion and pay for any damage to other work or property resulting from the Development, save and except for defects caused by reasonable wear and tear, negligence of the Town, its servants or agents, acts of God, or vandalism proven to have been committed after the date of Completion;

- (c) leave with the Town for a period of one (1) year from the date of Substantial Completion the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) as Security.
- (2) If the Developer fails to maintain the Works, remedy any defect or pay for any damage resulting from the Works, the Town may deduct from the Bond the cost of completing all Works, remedying any defect or paying for any damage.

**Duties of Developer**

- 10. The Developer covenants and agrees, prior to the final approval of the Plan, to:
  - (a) submit to the Town final as-built drawings, including 2 complete sets of prints, 5 additional copies of the overall design plan (key plan), and 1 set of mylar transparencies of all Works as constructed and as approved by the Engineer;
  - (b) pay all arrears of taxes outstanding against the Land;
  - (c) pay to the Town, in addition to the Bonds required by Section 3 and 9, all inspection fees, administration fees, engineering fees, non-refundable levies and charges, legal costs incurred by the Town directly attributable to this Agreement, and the cost of connecting all utilities to service the Development.

**Indemnity**

- 11. The Developer covenants and agrees to save harmless and effectually indemnify the Town against:
  - (a) all actions, proceedings, costs, damages, expenses, claims and demands whatsoever and by whomsoever brought by reason of the Development;
  - (b) all expenses and costs which may be incurred by reasons of this Agreement resulting in damage to any property owned in whole or in part by the Town or which the Town by duty or custom is obliged, directly or indirectly, in any way or to any degree, to construct, repair or maintain; and
  - (c) all expenses and costs which may be incurred by reason of liens, non-payment of labour or materials, Workers' Compensation assessment, unemployment insurance, Federal and Provincial Tax, or union dues check off, by reason of the Development.

**Town's Duty**

- 12. The Town hereby covenants and agrees with the Developer to permit the Developer to perform all Works upon the terms and conditions contained in this Agreement.

**Certificate of Acceptance**

- 13. The Town agrees to provide the Developer with a Certificate of Acceptance of the Works signed by the Engineer upon satisfactory completion by the Developer of all of the covenants and conditions in this Agreement, including but not limited to, the maintenance of the Works and keeping them in complete repair for a period of one (1) year.

**Withhold Building Permit**

- 14. The Developer covenants and agrees that the Town may withhold the granting of a Building Permit for any building or part of a building to be constructed upon the Land until the issuance of the Certificate of Substantial Completion referred to in Section 5.

**No Representations**

- 15. It is understood and agreed that the Town has made no representation, covenants, warranties, guarantees, promises or agreements with the Developer other than those in this Agreement and except those required by the Approving Officer.

**Town Property in Works**

- 16. Upon issuance of the Certificate of Acceptance the Works become the property of the Town, free and clear of any claim by the Developer or any person claiming through the Developer, and the Developer shall save harmless the Town from any claims and agrees that any claims may, at the option of the Town, be paid by and from the Bond.

**Terminology**

- 17. Wherever the singular or the masculine are used in this Agreement, they shall be construed as meaning the plural or the feminine or body corporate or politic where the context or the parties require.

**Binding Effect**

- 18. This Agreement shall enure to the benefit of and be binding upon the parties hereto, their respective successors and permitted assignees.

**Headings**

- 19. The headings in this Agreement are inserted for convenience only and shall not be construed as part of this Agreement for the purpose of interpretation.

IN WITNESS the parties have signed and sealed this Agreement on the day it was made.

THE CORPORATE SEAL OF THE )  
**TOWN OF LADYSMITH** was )  
affixed in the presence of: )  
) )  
) )  
\_\_\_\_\_) )  
Mayor )  
) )  
\_\_\_\_\_) )  
Clerk )

THE CORPORATE SEAL OF THE )  
**DEVELOPER** was affixed in )  
the presence of: )  
) )  
) )  
\_\_\_\_\_) )  
) )  
\_\_\_\_\_) )

**SCHEDULE "B"**

**MAINTENANCE AGREEMENT**

**THIS AGREEMENT** made on the \_\_\_\_\_ day of \_\_\_\_\_,

**BETWEEN:** TOWN OF LADYSMITH  
BOX 220, 410 ESPLANADE  
LADYSMITH, BRITISH COLUMBIA  
V9G1A2

(hereinafter called the "Town") OF THE FIRST PART

**AND:**

(hereinafter called the "Developer") OF THE SECOND PART

**WHEREAS** the Developer desires to develop certain lands within the Town, more particularly known and described as:

(hereinafter called the "Land")

**AND WHEREAS** the Developer has applied to subdivide the Land, according to a plan of subdivision, or has applied for a building permit to build on the Lands, a copy of which is hereunto annexed as Schedule "A";

**AND WHEREAS** the Developer constructed certain Works and Services (herein called the "Works"), more particularly described in Schedule "B" hereto;

**AND WHEREAS** the Developer has requested approval of the Subdivision, or issuance of the building permit prior to the expiration of a period of one year from the completion of the construction and installation of the Works and is agreeable to entering into this Bonding Agreement and to deposit the Bond herein specified;

**NOW THIS AGREEMENT WITNESSETH** that, in consideration of the premises and in consideration of the agreement by the Town to permit the Development and in consideration of the approval of the subdivision plan, the Town and the Developer herein covenant and agree as follows:

1. The development was considered complete by the Engineer on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (the date of Completion).
2. As security for the due and proper performance of all of the covenants and agreements in this Contract contained, the Developer has deposited with the Town:
  - (a) cash in the amount of \$ \_\_\_\_\_.

Or

  - (b) an irrevocable Letter of Credit in the amount of \$ \_\_\_\_\_, a copy of which is attached hereto (hereinafter called the "Bond") to be valid for a period of twelve (12) months from the date hereof. PROVIDED HOWEVER, that the Town shall be at liberty to make demand on the said Letter of Credit at any time after the date hereof.
3. The Developer covenants and agrees to:
  - (a) maintain the Works in complete repair for a period of one (1) year from the date of Completion;

- (b) remedy any defects appearing within a period of one (1) year from the date of Completion and pay for any damage to other work or property resulting from the Development, save and except for defects caused by reasonable wear and tear, negligence of the Town, its servants or agents, or acts of God or by vandalism proven to have been committed after the date of Completion.
4. The Town hereby agrees to permit the Developer to perform all the said maintenance herein under the terms and conditions herein contained. If the Developer fails to maintain the Works, remedy any defect or pay for any damage resulting from the Works, the Town may deduct from the Bond the cost of maintenance, remedying any defect or paying for any damage.
5. The Developer shall, at all times in connection with the Development, keep and employ a professional engineer, registered as such in the Province of British Columbia, with the authority to act on behalf of the Developer. Any explanations, orders, instructions, directions and requests given by the Town to such professional engineer shall be held to have been given to the Developer.
6. The Developer covenants to save harmless and effectually indemnify the Town against:
  - (a) all actions and proceeding costs, damages, expenses, claims and demands whatsoever and by whomsoever brought by reason of the Works;
  - (b) all expenses and costs which may be incurred by reason of this Agreement resulting in damage to any property owned in whole or in part by the Town by duty of custom is obliged, directly or indirectly, in any way or to any degree, to construct, repair or maintain;
  - (c) all expenses and costs which may be incurred by reason of liens or non-payment of labour or materials, Workers' Compensation assessments, unemployment insurance, Federal or Provincial Tax, by reason of the Works.
7. The Town agrees that upon satisfactory completion of the maintenance period, to provide the Developer with a Certificate of Acceptance of said Works, signed by the Engineer.
8. The Works shall upon issuance of the Certificate of Acceptance, become the property of the Town, free and clear of any claim by the Developer or any person claiming through the Developer, and the Developer shall save harmless the Town from any such claims and agrees that such claims may, at the option of the Town, be paid by and from the Bond.
9. It is understood and agreed that the Town has made no representation, covenants, warranties, guarantees, promises or agreements with the Developer other than those in this Agreement and except those required by the Approving Officer.
10. Wherever the singular or the masculine are used in this Agreement, the same shall be construed as meaning the plural or the feminine or body corporate or politic where the context or the parties whereto so require.
11. This Agreement shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators and assigns.

IN WITNESS the parties have hereunto set their respective hands and seal the day and year first above written.

The Corporate Seal of the )  
**TOWN OF LADYSMITH** was affixed )  
hereto in the presence of: )  
 )  
 )  
\_\_\_\_\_)  
Mayor )  
 )  
 )  
\_\_\_\_\_)  
Clerk )

The Corporate Seal of the )  
**DEVELOPER** was hereunto affixed )  
in the presence of its proper )  
Officers in behalf: )  
 )  
 )  
\_\_\_\_\_)  
 )  
 )  
\_\_\_\_\_)  
 )

The amount and form of this Bond and Agreement is approved by the Approving Officer for the Town of Ladysmith this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Approving Officer



**SCHEDULE "C"**

**WORKS AND SERVICES AGREEMENT**

**THIS AGREEMENT** made the \_\_\_\_\_ day of \_\_\_\_\_, . . .

**BETWEEN:** TOWN OF LADYSMITH  
BOX 220, 410 ESPLANADE  
LADYSMITH, BRITISH COLUMBIA  
V9G1A2  
  
(the "Town") OF THE FIRST PART

**AND:**  
  
  
(the "Developer") OF THE SECOND PART

**WHEREAS:**

A. The Developer desires to develop certain lands within the Town legally described as:

(the "Land");

B. Pursuant to Section 938 of the Local Government Act the Developer intends to provide Works and Services, in accordance with the Standards prescribed in the Subdivision and Development Bylaw of the Town on the Land and on that portion of street immediately adjacent to the Land up to the centre line of the street.

(the "Works");

C. The Developer has requested approval of the Subdivision or issuance of a building permit prior to the construction and installation of the Works and is agreeable to entering into this agreement pursuant to Section 940 of the Local Government Act and to provide the Bond specified by this Agreement.

**NOW WITNESSETH** that in consideration of the Town accepting this Bond and Agreement prior to completion of the Works, the Town and the Developer covenant and agree as follows:

**Interpretation**

1. In this Agreement:

**"Complete"** or **"Completion"** or any variation of these words when used with respect to the Works means completion to the satisfaction of the Engineer on the date certified by him in writing.

**"Development"** includes the construction and completion of all aspects of the Plan, including, but not limited to, the Works.

**"Engineer"** means the Director of Infrastructure Services of the Town appointed by the Municipal Council, or any other person from time to time duly authorized to act in his stead by the Council or the Engineer.

**"Works"** means the Works and Services to be performed and constructed by the Developer as a condition precedent to the approval of the Plan or the issue of the Building Permit under Section 938 of the Local Government Act and the bylaws of the Town and as more particularly described in Schedule "B" to this Agreement.

**Time for Completion**

2. The Developer shall complete the Works to the satisfaction of the Engineer by the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_.

**Bond**

3. (1) As security for the due and proper performance of all of the covenants and agreements contained in this Agreement and the Works contemplated, the Developer has deposited with the Town cash in the amount of \$\_\_\_\_\_ as a Bond within the meaning of Section 940 of the Local Government Act (the "Bond").

Or

3. (1) (a) As security for the due and proper performance of all of the covenants and agreements contained in this Agreement and the Works contemplated, the Developer has deposited with the Town an irrevocable Letter of Credit in the amount of \$\_\_\_\_\_ (the "Bond") to be valid for a period of twelve (12) months from the date of this Agreement.
- (b) The Town may make demand on the Letter of Credit at any time after this date of this Agreement.
- (c) The amount of the Bond may be reduced at any time with the approval of the Town in writing evidenced by the signature of its Approving Officer.
- (2) The Developer agrees that if the Works are not Completed by the date stated in Section 2, the Town may complete the Works, at the cost of the Developer, and for that purpose may draw down upon the Bond the full amount of the Bond.
- (3) If there are insufficient monies contained in the Bond to Complete the Works the Developer shall pay the balance of the insufficiency forthwith upon invoice for it sent by the Town.
- (4) The Town may Complete the Works either by itself or by contractors employed by it.
- (5) If the Developer Completes the Works or if the Completion of the Works costs less than the amount of the Bond, then the Bond or a proportional part of it, not required to pay for Completion or maintenance shall be returned by the Town to the Developer.
- (6) The cost of the Works shall include the actual cost of construction of them plus engineering, supervision, legal, survey and other costs.
- (7) An administration fee in the amount of 2 percent of the amount of the Bond, to a maximum of \$2,000.00 shall be made payable to the Town at the time the Bond is provided.

**Rights-of-Way**

4. Upon Completion of the Works, the Developer shall transfer and register in the Land Title Office the easements and rights-of-way prescribed by Schedule "B" to the person or corporations requiring them.

**Standards of Works**

5. (1) The Works shall be constructed to the standards required by the Subdivision Control

Bylaw of the Town and to the satisfaction of the Engineer.

- (2) If the Works prove to be in any way defective or do not operate as designed and intended then the Developer shall, at the expense of the Developer, modify and reconstruct the Works so that they are fully operative and function to the satisfaction of the Engineer.
- (3) Upon Completion of the Works to the satisfaction of the Engineer a Certificate of Substantial Completion signed by the Developer's Engineer shall be issued.

**Comply with Regulations**

6. (1) The Developer shall comply with the provisions of all Town Bylaws throughout the construction of the Works.
- (2) In the event that any material or debris should be left upon any road after the construction of the Works, the Developer covenants and agrees that the Town may forthwith remove the material or debris at the expense of the Developer, and the cost of the removal shall be determined by the Engineer.
- (3) In the event that any invoice of the Town, for the removal of material or debris, remains unpaid after thirty (30) day of its receipt by the Developer, the Town may deduct the amount of the invoice from the Bond required by Section 3.

**Developer's Engineer**

7. (1) At all times during the construction of the Works, the Developer shall keep and employ a professional engineer, registered in the Province of British Columbia, with the authority to act on behalf of the Developer.
- (2) Any explanations, orders, instructions, directions and requests given by the Town to the Developer's professional engineer shall be deemed to have been given to the Developer.

**Changes in Standards**

8. The Developer covenants and agrees to comply with any changes in subdivision requirements or standards established by bylaw prior to the substantial commencement upon the Land of the Works contemplated by this Agreement and further agrees that the changes shall affect the Plan, Development and Works.

**Maintenance of Works**

9. (1) The Developer shall:
  - (a) maintain the Works in complete repair for a period of one (1) year from Completion;
  - (b) remedy any defects in the Works appearing within a period of one (1) year from the date of Completion and pay for any damage to other work or property resulting from the Development, save and except for defects caused by reasonable wear and tear, negligence of the Town, its servants or agents, acts of God, or vandalism proven to have been committed after the date of Substantial Completion;
  - (c) leave with the Town for a period of one (1) year from the date of Substantial Completion the sum of \$ \_\_\_\_\_ Dollars (\$) as security.

- (2) If the Developer fails to maintain the Works, remedy any defect or pay for any damage resulting from the Works, the Town may deduct from the Bond the cost of completing all Works, remedying any defect or paying any damage.

**Duties of Developer**

10. The Developer covenants and agrees, prior to final approval of the Plan or other development, to:
  - (a) submit to the Town final as-built drawings, including 2 complete sets of prints, 5 additional copies of the overall design plan (key plan), and 1 set of mylar transparencies of all Works as constructed and as approved by the Engineer;
  - (b) pay all arrears of taxes outstanding against the Land;
  - (c) pay all current taxes levied or to be levied on the Land on the basis and in accordance with the assessment and collector's roll entries; and
  - (d) pay to the Town, in addition to the Bond required by Section 3 and 9, all inspection fees, administration fees, engineering fees, non-refundable levies and charges, legal costs incurred by the Town directly attributable to this Agreement, and the cost of connecting all utilities to service the Development.

**Indemnity**

11. The Developer covenants and agrees to save harmless and effectually indemnify the Town against:
  - (a) all actions, proceedings, costs, damages, expenses, claims and demands whatsoever and by whomsoever brought by reason of the Development;
  - (b) all expenses and costs which may be incurred by reason of this Agreement resulting in damage to any property owned in whole or in part by the Town or which the Town by duty of custom is obliged, directly or indirectly, in any way or to any degree, to construct, repair or maintain; and
  - (c) all expenses and costs which may be incurred by reason of liens, non-payment of labour or materials, Workers' Compensation assessment, unemployment insurance, Federal or Provincial Tax, or union dues check off, by reason of the Development.

**Town's Duty**

12. The Town shall permit the Developer to perform all Works upon the terms and conditions contained in this Agreement.

**Certificate of Acceptance**

13. The Town agrees to provide the Developer with a Certificate of Acceptance of the Works signed by the Engineer upon satisfactory Completion by the Developer of all of the covenants and conditions in this Agreement, including but not limited to, the maintenance of the Works and keeping them in complete repair for a period of one (1) year.

**Withhold Building Permit**

14. The Developer covenants and agrees that the Town may withhold the granting of a Building Permit for any building or part of a building to be constructed upon the Land until the issuance of the Certificate of Substantial Completion referred to in Section 5.

**No Representations**

- 15. It is understood and agreed that the Town has made no representation, covenants, warranties, guarantees, promises or agreements with the Developer other than those in this Agreement and except those required by the Approving Officer.

**Town Property in Works**

- 16. Upon issuance of the Certificate of Acceptance the Works become the property of the Town, free and clear of any claim by the Developer or any person claiming through the Developer, and the Developer shall save harmless the Town from any claims and agrees that any claims may, at the option of the Town be paid by and from the Bond.

**Terminology**

- 17. Wherever the singular and masculine are used in this Agreement, they shall be construed as meaning the plural or the feminine or body corporate or politic where the context or the parties require.

**Binding Effect**

- 18. This Agreement shall enure to the benefit of and be binding upon the parties hereto, their respective successors and permitted assignees.

**Heading**

- 19. The headings in this Agreement are inserts for convenience only and shall not be construed as part of this Agreement for the purpose of interpretation.

**IN WITNESS** the parties have signed and sealed this Agreement on the day it was made.

The Corporate Seal of the )  
**TOWN OF LADYSMITH** was affixed )  
in the presence of: )  
\_\_\_\_\_)  
Mayor )  
\_\_\_\_\_)  
Clerk )

The Corporate Seal of the )  
**DEVELOPER** was affixed in the )  
presence of: )  
\_\_\_\_\_)  
\_\_\_\_\_)  
\_\_\_\_\_)

The amount and form of this Bond and Agreement is approved by the Approving Officer for the Town of Ladysmith this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Approving Officer

**SCHEDULE "D"**

**WAIVER AGREEMENT**

I/We, \_\_\_\_\_, registered owner or authorized agent of the registered owner of land located in the Town of Ladysmith and legally described as \_\_\_\_\_

\_\_\_\_\_ agree that, as a condition of obtaining preliminary review and any tentative approval from the Approving Officer for the proposed subdivision of the above-described property, as set out in the subdivision application dated \_\_\_\_\_, \_\_\_\_\_, all bylaws adopted by the Council of the Town of Ladysmith under part 26 of the Local Government Act prior to final approval of the proposed subdivision, shall have full force and effect with respect to the proposed subdivision.

It is further understood and agreed that the provisions of Section 943 of the Local Government Act, (whereby, if a local government adopts a bylaw under Part 26 of the Local Government Act, that otherwise would be applicable to a proposed subdivision for a period of 12 months after it was adopted), do not apply in respect of the proposed subdivision at preliminary layout acceptance.

SIGNED this _____ day of _____	)	
	)	
_____ in the presence of:	)	
	)	OWNER _____
WITNESS: _____	)	
	)	
ADDRESS: _____	)	
	)	OWNER _____
_____	)	
	)	
OCCUPATION: _____	)	

## SCHEDULE "E"

### MUNICIPAL SPECIFICATIONS AND DRAWING STANDARDS

*(Provided under Separate Cover)*

#### Table of Contents

<u>SECTION</u>	<u>DESCRIPTION</u>
1	General Conditions
2	General Design Requirements
3	Trenching, Backfilling and Restoration
4	Water           A   Design B   Installation
5	Sanitary Sewer   A   Design B   Installation
6	Storm Drain      A   Design B   Installation
7	Streets           A   Design B   Installation
8	Curbs and Sidewalks
9	Roadway Lighting
10	Concrete
11	Asphaltic Concrete Paving
12	Landscaping
Appendix A	Construction Inspection Checklist
Appendix B	Final Inspection Checklist
Appendix C	Certification of Design
Appendix D	Certification of Installed Works
Appendix E	Certification of Street Light Installation
Appendix F	Municipal Works Statistics
Appendix G	Municipal Services Card

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*Please contact the Town's Engineering Department for the most current version of the "Municipal Specifications and Drawing Standards".*

**SCHEDULE "F"**

**RIGHT OF WAY**

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**WHEREAS:**

- A. The Grantor is the registered owner of an estate in fee simple of the following land in the Province of British Columbia:

**(the "Lands of the Grantor")**

- B. The Grantee is the Town of Ladysmith;
- C. This Right of Way is necessary for the operation and maintenance of the Works by the Grantee;
- D. To facilitate the installation of a system of waterworks/ sewerage works/ drainage works including all pipes, valves, fittings and facilities in connection therewith (**herein called the "Works"**), the Grantor has agreed to permit the construction by the Grantee of the Works on a portion of the Lands of the Grantor and to grant for that purpose the Right of Way in Section 1.1.

**NOW THEREFORE**, in consideration of the sum of One (\$1.00) Dollar of lawful money of Canada, now paid by the Grantee to the Grantor (the receipt and sufficiency of which is hereby acknowledged by the Grantor), and in consideration of the covenants and conditions agreed to be observed and performed by the parties and for other valuable consideration:

**1.0 THE GRANTOR:**

- 1.1 grants, conveys, confirms and transfers, in perpetuity, to the Grantee the full, free and uninterrupted right, license, liberty, privilege, permission and right of way to lay down, install, construct, entrench, operate, maintain, inspect, alter, remove, replace, bury, cleanse, string and otherwise establish one or more systems of Works upon, over, under and across that portion of the Lands of the Grantor, as follows:

**(the "Right of Way")**

- 1.2 covenants and agrees to and with the Grantee that the Grantee shall:
- (a) for itself and its servants, agents, workmen, contractors and all other licensees of the Grantee;
  - (b) together with machinery, vehicles, equipment and materials;
  - (c) upon, over, under and across the Right of Way;
  - (d) as may be necessary, useful, or convenient for the purposes in Section 1.1; and
  - (e) in connection with the operations of the Grantee in relation to the Works;

be entitled at all times to enter, use, pass and repass, labour, construct, erect, install, dig, carry away soil or other surface or subsurface materials, clear of all trees, growth, buildings, or obstruction now or hereafter in existence.

- 1.3 grants, conveys, confirms and transfers unto the Grantee for itself, and its servants, agents, workmen, contractors and all other licensees of the Grantee together with machinery, vehicles, equipment and materials, the right at all times to enter upon and to pass and repass over such of the Lands of the Grantor as may be required for the purpose of ingress to and egress from the Right of Way.
- 1.4 transfers, assigns and conveys to the Grantee all right, title and interest in and to any Works



that the Grantee, or the Grantor have prior to this Agreement established or constructed or maintained or operated with the Right of Way or in relation to any similar Works previously constructed by any party whatsoever within the Right of Way.

- 1.5 grants unto the Grantee the license permission and Right of Way to lay down, install, construct, operate, maintain, inspect, alter, remove, replace, cleanse, string, and otherwise establish one or more temporary systems of works upon the Lands of the Grantor, in the event of a breakdown or malfunction of the Works arising from movement or displacement of soil of the Lands.

**2.0 THE GRANTOR COVENANTS:**

- 2.1 not, and not to permit any other person, to erect, place, install or maintain any building, structure, addition to a building or structure, mobile home, concrete driveway or patio, pipe, wire or other conduit on, over or under any portion of the Right of Way.
- 2.2 not to do anything that in any way interferes with or damages or prevents access to or is likely to cause harm to the Works installed in or upon the Right of Way.
- 2.3 not to do or knowingly permit to be done any act or thing which will interfere with or injure the Works and in particular will not carry out any blasting on or adjacent to the Right of Way without the consent in writing of the Grantee, and consent shall not be unreasonably withheld.
- 2.4 not to substantially add to or diminish the soil cover over any of the Works installed in the Right of Way and in particular, without limiting the generality of the foregoing, will not construct open drains or ditches along or across any of the Works installed in the Right of Way without the consent of the Grantee, and consent shall not be unreasonably withheld.
- 2.5 from time to time and at all times at the reasonable request and at the cost of the Grantee to do and execute or cause to be made, done or executed any further and other lawful acts, deeds, things, devices, conveyances and assurances in law required to ensure the Grantee of its rights under this Agreement.

**3.0 THE GRANTEE COVENANTS:**

- 3.1 not to bury any debris or rubbish of any kind in excavations or backfill, and to remove shoring and like temporary structures as backfilling proceeds.
- 3.2 to thoroughly clean all lands to which it has had access under this Agreement of all rubbish and construction debris created or placed thereon by the Grantee and to leave such lands in a neat and clean condition.
- 3.3 as soon as weather and soil conditions permit, and as often as it may exercise this right of entry to any of the Lands of the Grantor, to replace the surface soil as nearly as may be reasonably possible to the same condition as it was prior to the entry, in order to restore the natural drainage to the lands. This shall not require the Grantee to restore any trees or other surface growth, but the Grantee shall leave the lands in a condition which will not inhibit natural regeneration of that growth.
- 3.4 as far as reasonably possible, to carry out all work in a proper and workmanlike manner so as to do as little injury to the Lands of the Grantor as possible.
- 3.5 to make good at its own expense all damage or disturbance which may be caused to the Lands of the Grantor in the exercise of its rights hereunder.
- 3.6 as far as reasonably possible, to restore any fences, lawns, flower beds, at its cost as nearly as may be reasonably possible to the same condition that they were in prior to any entry by the Grantee upon the Lands of the Grantor.

**4.0 THE PARTIES COVENANT TO AND AGREE WITH EACH OTHER,  
as follows:**

- 4.1 the Works, together with all pipes, valves, conduits, wires, casings, fittings, lines, meters, appliances, facilities, attachments or devices used in connection therewith shall constitute the Works.
- 4.2 in spite of any rule of law or equity to the contrary, the Works brought on to, set, constructed, laid, erected in, upon or under the Right of Way by the Grantee shall at all times remain the property of the Grantee, even if the Works are annexed or affixed to the freehold, and the Works shall at any time and from time to time be removable in whole or in part by the Grantee.
- 4.3 in the event that the Grantee abandons the Works or any part of them, the Grantee may, if it so elects, leave the whole or any part of the Works in place and if so abandoned the Works, or part thereof, shall become the property of the Grantor.
- 4.4 no part of the title in fee simple to the Lands of the Grantor shall pass to or be vested in the Grantee under or by virtue of this Agreement, and the Grantor may fully use and enjoy all of the Lands of the Grantor subject only to the rights and restrictions in this Agreement.
- 4.5 the Grantor acknowledges that (a) these Covenants are enforceable against the Grantor and his successors in title, but (b) the Grantor is not personally liable for breach of these Covenants after the Grantor has ceased to be the owner of the Lands.
- 4.6 if at the date hereof the Grantor is not the sole registered owner of the Lands of the Grantor, this Agreement shall nevertheless bind the Grantor to the full extent of his interest therein, and if he shall acquire a greater or the entire interest in fee simple, this Agreement shall likewise extend to such after-acquired interests.
- 4.7 where the expression "Grantor" includes more than one person, all covenants made by the Grantor shall be construed as being several as well as joint with respect to all persons constituting the Grantor.
- 4.8 this Agreement shall continue to benefit and be binding upon the Grantor and Grantee, and their respective heirs, administrators, executors, successors and assigns, as the case may be.
- 4.9 gender specific terms include both genders and corporations, and the singular and plural forms are interchangeable, according to the context.
- 4.10 the Grantor and Grantee acknowledge that this Agreement has been duly executed and delivered by the parties executing Forms C and D (pages 1 and 2) attached hereto.

**CONSENT TO GRANT OF RIGHT OF WAY**  
**BY CHARGEHOLDER**

**KNOW ALL MEN BY THESE PRESENTS** that \*, as the registered holder of a charge by way of \* against the within described property, which said charge is registered in the Land Title Office at Victoria, British Columbia, under number \*, for and in consideration of the sum of One Dollar (\$1.00) paid by the Grantee to the said Chargeholder (the receipt whereof is hereby acknowledged), agrees with the Grantee, its successors and assigns, that the within Right of Way shall be an encumbrance upon the within described property in priority to the said charge in the same manner and to the same effect as if it had been dated and registered prior to the said charge.

**IN WITNESS WHEREOF** the parties hereto have caused these presents to be signed, sealed and delivered in the presence of their duly authorized officers.

Officer Signature

Execution Date  
Y M D

Party(ies) Signature

\*

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

AS TO ALL 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. 1989, 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.

SCHEDULE "G"

**LETTER OF CREDIT GUIDELINES**

That the Town of Ladysmith will accept Irrevocable Standby Letters of Credit issued by banks chartered under the Bank Act (Canada), credit unions or other financial institutions regulated under the Financial Institutions Act (B.C.), acceptable to the Town of Ladysmith.

A letter of credit to be acceptable by the Town of Ladysmith must be on the financial institutions letterhead and shall contain the following:

1. The correct mailing address and phone number of the issuing institution and Letter of Credit number.
2. The name and mailing address of the person or corporation who has requested the Letter of Credit.
3. The Letter of Credit must be addressed to the Corporation of the Town of Ladysmith.
4. The expiry date and time of the Letter of Credit.
5. The following clause: **"It is a condition of this Irrevocable Standby Letters of Credit that it shall be deemed to be automatically extended without amendment for a further one (1) year period from the present or any future expiration date hereof, unless, at least 30 days prior to the present or any future expiration date, the issuer notifies the Town of Ladysmith in writing by registered mail that it does not elect to consider this Irrevocable Standby Letters of Credit to be renewable for any additional period."**
6. The amount of the Letter of Credit.
7. The purpose for which the Letter of Credit is being established, including if applicable, the legal description and the street address of any properties to which the Letter of Credit pertains.
8. The municipal project number or file number.
9. How drawings against the Letter of Credit are made.
10. The fact that partial drawings may be made.
11. The fact that the financial institution will not enquire as to whether or not the Town of Ladysmith has a right to make demand on the Letter of Credit.
12. The fact that the Letter of Credit is irrevocable up to the expiry date. This statement must be contained within the text of the Letter of Credit.



Pass Category	Single	10X	30X
Tot (0-36 mos.)	FREE		
Child (3-12)	2.60	22.04	52.90
Youth (13-18) / Student (with valid Student Card)	3.55	30.40	80.65
Adult (19-59)	5.10	43.05	113.60
Senior (60-79)	3.55	30.40	80.67
Family (up to 2 adults and immediate children)	10.20	86.10	227.20
Over 80	FREE		

Pass Category	1M	3M	6M	12M
Tot (0-36 mos.)	FREE			
Child (3-12)				
Youth (13-18) / Student (with valid Student Card)	36.00	97.35	183.85	348.75
Adult (19-59)	45.05	121.70	229.85	437.25
Senior (60-79)	36.00	97.35	183.85	348.75
Family (up to 2 adults and immediate children)	90.10	243.40	459.70	874.50
Over 80	FREE			

**Bylaw No. 1834      Schedule B – 2013 Facility Rates (not including GST)**

(Commercial bookings plus 20 percent / Non-profit bookings less 50 percent)

Frank Jameson Community Centre

Meeting Room Hourly Rate	20.75
Meeting Room Hourly with Pool	19.15
Meeting Room Daily Rate	144.74
Gymnasium Hourly Rate	37.40
Lower Program Room Hourly Rate	36.87
Lower Program Room with Pool	19.15
Lower Program Room Daily Rate	126.39
One Pool	69.72
Two Pools	102.41

Aggie Hall

Aggie Hall Hourly Rate (no kitchen)	37.40
Aggie Hall Hourly Rate (with kitchen)	63.19
Aggie Hall Daily Rate (includes kitchen)	172.38
Aggie Hall Receptions Party, Dance	338.89

Transfer Beach

Transfer Beach Kin Shelter per Day	46.37
Transfer Beach Amphitheatre – Full Day Private Family Function	85.32
Transfer Beach Amphitheatre – Half Day Private Family Function	48.75
Transfer Beach Amphitheatre – Full Day Public Special Event	329.18
Transfer Beach Amphitheatre – Performances per Hour	23.32

Sports Fields

Aggie Ball Diamonds	No Charge
Aggie Field Lights	No Charge
Aggie Ball Diamonds Tournament per Day	121.45
High Street Little League Diamonds	No Charge
High Street Little League Diamonds Tournament per Day	121.45
Holland Creek Ball Diamonds	No Charge
Holland Creek Ball Diamonds Tournament per Day	121.45
Forrest Field per Hour – Youth	6.24
Forrest Field per Hour – Adult	22.37
Forrest Field per Day – Youth	40.58
Forrest Field per Day – Adult	150.86
Forrest Field Lights per Hour	10.00

Miscellaneous

Chairs (25)	19.77
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TOWN OF LADYSMITH

**BYLAW NO. 1836**

**A BYLAW TO CLOSE AND REMOVE THE DEDICATION OF A HIGHWAY**

WHEREAS the purpose of this Bylaw is to close to traffic and remove the highway dedication of an undeveloped laneway located between 320 and 330 First Avenue, Ladysmith, British Columbia.

AND WHEREAS in accordance with sections 40(3) and (4), and 94 of the *Community Charter*, the Town of Ladysmith has published notice of its intention to adopt this Bylaw, has delivered notice to the operators of utilities whose transmission or distribution facilities or works Council considers will be affected, and has provided an opportunity for persons who consider they are affected to make representations to Council.

NOW THEREFORE, the Municipal Council of the Town of Ladysmith, in open meeting assembled, ENACTS AS FOLLOWS:

1. The portion of the road right-of-way located between 320 and 330 First Avenue shown as "Closed Road" on the attached Schedule "A" hereto entitled "Road Closure Plan", is closed to traffic.
2. The dedication of the public highway referred to in section 1 is removed.

**CITATION**

3. This Bylaw may be cited as the "Town of Ladysmith Road Closure and Dedication Removal Bylaw 2013, No. 1836".

READ A FIRST TIME on the            day of            , 2013

READ A SECOND TIME on the        day of            , 2013

READ A THIRD TIME on the        day of            , 2013

APPROVED BY THE MINISTER OF TRANSPORTATION on the        day of            , 2013

ADOPTED on the                    day of            , 2013

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

\_\_\_\_\_  
Director of Corporate Services (S. Bowden)



Schedule "A" to Bylaw No. 1836 - Road Closure Plan



"Closed Road"



# City of Langford

[www.cityoflangford.ca](http://www.cityoflangford.ca)

MAYORS OFFICE

2013/08/12

Attn: Mayor & Council  
All BC Municipalities

Dear City Council:

**RE: Downloading of Infrastructure Costs from BC Hydro**

The City of Langford has noted a marked change in the manner in which BC Hydro is downloading costs to local developers due to BC Hydro's interpretation of the Electric Tariff. The City of Langford is a growing municipality and is slated under the Regional Sustainability Strategy to be the location of future growth in the Capital Regional District (CRD). Our developers are constructing in areas of new development, not just infill, and therefore require extension of hydro services to realize this planned growth.

Traditionally BC Hydro has required that subdivision distribution services be paid for by developers. However more recently BC Hydro is downloading 100% of the cost of the feeder extension services to local developers as well. The City of Langford currently has two Master Planned Development Communities stalled or near to stalled due to the cost to construct the feeder extension services that BC Hydro has traditionally paid for.

The City of Langford is respectfully asking all member municipalities to join us in imploring BC Hydro to re-evaluate their current position on funding the extension of hydro electric power into new, planned development areas.

Sincerely,

A handwritten signature in black ink, appearing to read "Stewart Young".

Stewart Young  
Mayor