



TOWN OF LADYSMITH

A REGULAR MEETING OF THE
COUNCIL OF THE TOWN OF LADYSMITH
WILL BE HELD IN COUNCIL CHAMBERS AT CITY HALL ON
MONDAY, MARCH 2, 2015
Call to Order 4:00 p.m.
Closed Meeting 4:01 p.m.
Regular Open Meeting 7:00 p.m.

A G E N D A

CALL TO ORDER 4:00 p.m. in order to retire immediately into Closed Session.

1. 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:

- discussions with municipal officers and employees respecting municipal objectives, measures and progress reports for the purposes of preparing an annual report under section 98 [*annual municipal report*]
- the acquisition, disposition or expropriation of land or improvements, if the council considers that disclosure could reasonably be expected to harm the interests of the municipality
- 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

2. AGENDA APPROVAL

3. MINUTES

3.1. Minutes of the Regular Meeting of Council held February 16, 2015.....1 - 6

4. DELEGATIONS

4.1. Greg Roberts - Proposal for a Round Table on Watershed Management.....7 - 9

Staff Recommendation

That the proposal presented by Greg Roberts for a Round Table on Watershed Management, together with related correspondence, be referred to staff for comment.

5. PROCLAMATIONS

- 5.1. Mayor Stone has proclaimed March as Probus Month to promote fellowship and education of retirees in Ladysmith **10**

6. DEVELOPMENT APPLICATIONS – None

7. BYLAWS – OCP / ZONING – None

8. COMMITTEE REPORTS

- 8.1. **Mayor A. Stone**
Advisory Design Panel; Heritage Revitalization Advisory Commission; Stocking Lake Advisory Committee; Community Health Advisory Committee/Interagency Group
- 8.2. **Councillor R. Hutchins**
Cowichan Valley Regional District; Liquid Waste Management Committee; Protective Services Committee; Stocking Lake Advisory Committee; Chamber of Commerce
- 8.3. **Councillor C. Henderson**
Community Health Advisory Committee/Interagency Group; Ladysmith Early Years Partnership; Social Planning Cowichan – Affordable Housing Directorate; Youth Advisory Committee
- 8.4. **Councillor D. Paterson**
Parks, Recreation and Culture Commission; Protective Services Committee; Festival of Lights Committee
- 8.5. **Councillor J. Friesenhan**
Liquid Waste Management Committee; Parks, Recreation and Culture Commission
- 8.6. **Councillor C. Fradin**
Community Safety Advisory Commission; Advisory Planning Commission; Liquid Waste Management Committee; Ladysmith Downtown Business Association
- 8.7. **Councillor S. Arnett**
Municipal Services Committee; Vancouver Island Regional Library Board; Stocking Lake Advisory Committee; Celebrations Committee

Municipal Services Committee Recommendations **11**

- 1. That the Committee recommends that Council direct staff to amend the Leisure Access Policy as follows:
 - a) That the Administrative Supervisor will administer the Leisure Access Program;

- b) That the evaluation procedure will consist of a completed application with supporting documents (proof of income, proof of residency);
 - c) That the monthly family income is within the most recent Statistics Canada Low Income Thresholds
2. That the Committee recommends that Council direct staff to investigate further the inclusion of Cowichan Valley Regional District Area H in the Leisure Access Program, including a comparison of the operating costs in relation to the number of users from the Cowichan Valley Regional District and current funding contributions.

9. STAFF REPORTS

- 9.1. **Request for Discharge of Covenant EX60846 from Lot A, DL 41, Oyster District, Plan VIP84543, except part in Strata Plan VIS6497 (Phase 1) – Natura Developments Ltd. (606 Farrell Road) 12 - 29**

Staff Recommendation:

That Council confirms the following process for Council’s consideration of the request for the discharge of Covenant EX60846 from the title of Lot A, DL 41, Oyster District, Plan VIP84543, except part in Strata Plan VIS6497 (Phase 1):

- Step 1: The applicant requesting the release of the Covenant demonstrates to Council that they have notified Strata Plan VIS 6497 and adjacent neighbours of their request to release the covenant and include with the notification the proposed development plans for the property, and
- Step 2: That following receipt of the Rezoning Application fee and costs by the applicant, that staff be directed to schedule a Public Hearing for Council’s consideration of the applicant’s request.

- 9.2. **Community Tourism Opportunity Program Funding Application 30 - 32**

Staff Recommendation:

That Council directs staff to submit the Signage Initiatives Project for up to \$8,400 from the Destination BC Community Tourism Opportunity Program for fiscal year 2015-2016, and that the 2014-2018 Financial Plan be amended accordingly.

- 9.3. **Council Remuneration/Provision of Benefits 33 - 35**

Staff Recommendation

That:

- a) Council provide direction to staff regarding Council remuneration rates and provision of benefits for 2015, 2016, 2017, and 2018; and,

- b) Council direct staff to review Council remuneration rates every four years at the end of Council’s term of office commencing in 2018.

9.4. Ladysmith Golf Course Creek Culvert Failure 36 - 41

Staff Recommendation:

- 1. That emergency repairs as a result of the Golf Course creek culvert failure be authorized to a maximum cost of \$75,000 and that the 2014-2018 Financial Plan be adjusted accordingly;
- 2. That Council direct staff to meet with the Executive of the Golf Course Society to review the creek crossing options contained within the staff report; and,
- 3. That the selected options be referred to the annual Financial Plan for Council’s consideration.

10. BYLAWS

10.1. Town of Ladysmith Fees and Charges Bylaw 2008, No. 1644, Amendment Bylaw 2015, No. 1872..... 42 - 43

May be adopted.

The purpose of Bylaw 1872 is to amend the Fees and Charges Bylaw to reflect changes to fees and charges relating to Development Services approved by Council at its February 2, 2015 meeting.

11. CORRESPONDENCE

11.1. Nanaimo Airport Authority – Request for Letter of Support for Nanaimo Airport Expansion Project..... 44 - 52

Staff Recommendation:

That the correspondence be received and staff be directed to prepare a letter of support for the grant application for the Nanaimo Airport Expansion Project through the Building Canada Fund.

12. NEW BUSINESS

12.1. Encroachment Agreement to Accommodate the Construction of Stairs on Town Property Adjacent to 1140 Trans Canada Hwy. 53 - 60

Staff Recommendation:

That Council authorize the execution of the encroachment agreement between the Town of Ladysmith, and David Lynwood Jenkins and Carole Jenkins and Barry John Hopper and Janet Hopper, to accommodate the construction of a set of stairs on Town property located adjacent to 1140

Trans Canada Hwy., and that the Mayor and Corporate Officer be authorized to sign the agreement on behalf of the Town.

13. UNFINISHED BUSINESS - NONE

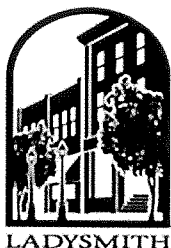
14. QUESTION PERIOD

- 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. CLOSED MEETING

16. ARISE AND REPORT

17. ADJOURNMENT



TOWN OF LADYSMITH
MINUTES OF A REGULAR MEETING OF COUNCIL
MONDAY, FEBRUARY 16, 2015
COUNCIL CHAMBERS, CITY HALL
7:00 PM.

COUNCIL MEMBERS PRESENT:

Mayor Aaron Stone
Councillor Joe Friesenhan
Councillor Duck Paterson

Councillor Steve Arnett
Councillor Carol Henderson

Councillor Cal Fradin
Councillor Rob Hutchins

STAFF PRESENT:

Ruth Malli
Erin Anderson
Joanna Winter

Sandy Bowden
John Manson

Felicity Adams
Clayton Postings

CALL TO ORDER

Mayor Stone called this regular meeting of Council to order at 7:01 p.m. and acknowledged the traditional territory of the Stz'uminus First Nation.

AGENDA APPROVAL

CS 2015-047

Moved and seconded:

That the agenda for the Council Meeting of February 16, 2015 be approved with the addition of the following items:

5.1 Correspondence from G. Horth

11.3 New "Right to a Healthy Environment" resolution from City of Victoria

Motion carried.

MINUTES

CS 2015-048

Moved and seconded:

That the minutes of the Regular Meeting of Council held February 2, 2015 be approved.

Motion carried.

DELEGATION

Kathleen Sheppard

Social Planning Cowichan

Kathleen Sheppard circulated the 2014 Social Planning Cowichan Annual Report and provided highlights of the organization's activities and accomplishments in 2014, as well as proposed activities for 2015.

Ms. Sheppard responded to questions from Council members. Council thanked Ms. Sheppard for her presentation and commended the organization for its leadership, particularly on the issues of affordable housing and cultural connections.

**DEVELOPMENT
APPLICATIONS**

Signage Development Variance Permit Application - Har Way Holdings

CS 2015-049

Moved and seconded:

That Council issue signage Development Variance Permit 3090-14-05, to permit a free-standing sign that is larger than the permitted size and utilizes backlit illumination, to be located at 1020 First Avenue.

Motion carried.

Official Community Plan and Rezoning Application - JR Holmes Ltd. Portion of Lot A, District Lot 146, Oyster District, Plan VIP78848, Except Part in Plan VIP81319

CS 2015-050

Moved and seconded:

1. That Council direct staff to prepare bylaws in relation to Lot A, District Lot 146, Oyster District, Plan VIP78848, Except Part in Plan VIP81319 as follows:

- a) amend the Official Community Plan to designate a 522m² area from 'Parks and Open Space' to 'Single Family Residential'; and
- b) amend the Zoning Bylaw to zone a 522m² area from P-3 to 'Single Dwelling Residential - Small Lot A' (R-1-A) and a 521m² area from P-3 to 'Parks and Recreational' (P-2).

2. That Council requires the following land use matters to be completed by the applicant in relation to application 3360-13-02, prior to, if and when, Council gives final reading to the rezoning amending bylaw:

- a) A registrable subdivision plan acceptable to the Approving Officer for the dedication of the public roadway, to the western boundary of the subject property, to complete the public road dedication for Giovando Way, and creation of the park land and the proposed R-1-A zoned parcel to be registered if, and when, Council adopts the rezoning amending bylaw;
- b) Preparation of a 'no build' covenant to the satisfaction of the Approving Officer to be registered on the R-1-A zoned parcel upon its creation, such that no building permit may be issued until the Giovando Way dedication is fully constructed;
- c) A letter of undertaking by the applicant's solicitor to register the 'no build' covenant concurrently with the subdivision registration.
- d) An engagement letter with the R.P. Bio. who prepared the RAR report for completion of the enhancement of the 28m² streamside protection area (SPEA) with the recommended native species planting plan (as required in Bonar RAR Report dated July 17, 2013), to the satisfaction of the Director of Development Services, with sign-off of completion

to be provided by the R.P. Bio. prior to if, and when, Council adopts the rezoning amending bylaw.

3. That Council accept the following Community Amenity Contribution offered by the applicant for rezoning application 3360-13-02, to be provided prior to, if and when, Council gives final reading to the rezoning amending bylaw:

- a) Dedication of a 549m² area to the Town for parkland;
- b) Provision of (i) a park site plan, (ii) a park construction agreement, and (iii) a bond for park construction to the satisfaction of the Director of Parks, Recreation, and Culture.

The park site plan shall contain the following:

- A CSA certified playground that is for the 3-5 years age group from an approved equipment supplier. The playing surface may not be sand or pea gravel and would need to meet CSA standards.
- One bench or picnic table on concrete pad.
- One refuse container.
- Perimeter fencing around the entire site (may be black vinyl wrapped chain-link fence), with appropriate entrance area.
- Seeded grass with irrigation installed.
- Concrete path from road or sidewalk to playground to ensure accessibility.
- Two trees and a landscape buffer between playground and neighbouring residents.

Motion carried.

OPPOSED:
Councillor Henderson

BYLAWS

**Town of Ladysmith Fees and Charges Bylaw 2008, No. 1644,
Amendment Bylaw 2015, No. 1872**

CS 2015-051

Moved and seconded:

That Town of Ladysmith Fees and Charges Bylaw 2008, No. 1644, Amendment Bylaw 2015, No. 1872 be read a first, second and third time.

Motion carried.

CORRESPONDENCE

**Tracy Paterson
Access to Showers at Frank Jameson Community Centre**

CS 2015-052

Moved and seconded:

That Council receive the correspondence from Tracy Paterson regarding access to showers at Frank Jameson Community Centre, and refer it to the Parks, Recreation and Culture Commission in its consideration of this matter.

Motion carried.

NEW BUSINESS

Attendance at 2015 Convention, Association of Vancouver Island and Coastal Communities

CS 2015-053

Moved and seconded:

That Mayor Stone, Councillor Arnett and Councillor Paterson be authorized to attend the 2015 Convention of the Association of Vancouver Island and Coastal Communities from April 10 to 12 in Courtenay.

Motion carried.

Community Tree Planting Program

CS 2015-054

Moved and seconded:

That Council direct staff to apply to the BC Hydro Community Tree Planting Program for a grant of up to \$6,700 to replace existing street trees in the community as deemed appropriate by staff.

Motion carried.

UNFINISHED BUSINESS

Aggie Hall Parking Options

CS 2015-055

Moved and seconded:

That Council direct staff to investigate options for expanding the parking at Aggie Hall in the 2015 budget year, and that the staff investigation include private property options, the Aggie Hall site, and Second Avenue.

Motion carried.

Enrolment in Union of British Columbia Municipalities Group Benefits Plan for Elected Officials

CS 2015-056

Moved and seconded:

That Council

1. Advise Mayor Stone of their interest in participating in a benefits program for elected officials, in order to determine whether three or more elected officials wish to enroll in the Union of British Columbia Municipalities Group Benefits Plan;
2. Determine whether the Town will contribute to the cost of group benefits premiums for elected officials and if so, to what level.
3. Direct staff to report back to Council regarding the estimated annual cost of group benefits premiums for elected officials to be included in the 2015 to 2019 Financial Plan
4. Direct staff to determine the amount paid for benefit premiums for elected officials by the City of Duncan and Municipality of North Cowichan.

Motion carried.

“Right to a Healthy Environment” Resolution for Association of Vancouver Island and Coastal Communities

CS 2015-057

Moved and seconded:

That Council sponsor the following resolution on an Environmental Bill of Rights put forward by the City of Victoria to the Annual General Meeting of the Association of Vancouver Island and Coastal Communities:

“WHEREAS municipalities and regional districts are the governments nearest to people and the natural environment, and therefore share a deep concern for the welfare of the natural environment and understand that a healthy environment is inextricably linked to the health of individuals, families, future generations and communities;

AND WHEREAS fostering the environmental well-being of the community is a municipal purpose under section 7(d) of the *Community Charter* and a regional district purpose under section 29d) of the *Local Government Act*;

THEREFORE BE IT RESOLVED that the Union of British Columbia Municipalities request that the Province of British Columbia enact a provincial environmental bill of rights to fulfill the right of every resident to live in a healthy environment by ensuring access to information, public participation in decision making and access to effective remedies, and without limitation to allow a resident to:

- Comment on environmentally significant government proposals
- Ask a ministry or local government to review an existing law, policy or program
- Ask a Minister, crown agency or local government to investigate harm to the natural environment
- Appeal, or ask a ministry or local government to review, a decision under an enactment
- Propose a new law, regulation policy or program to protect the natural environment
- Use courts or tribunals to protect the environment, and
- Have whistleblower protection.

Motion carried.

QUESTION PERIOD

A member of the audience commented on the JR Homes Ltd. Official Community Plan and Rezoning Application.

CLOSED MEETING

CS 2015-058

Moved and seconded:

That Council retire into closed session at 7:59 p.m. in order to consider two items in accordance with Community Charter Section 90(1):

- personal information about an identifiable individual who is being considered for a municipal award or honour, or who has

offered to provide a gift to the municipality on condition of anonymity

- the receipt of advice that is subject to solicitor-client privilege, including communications necessary for that purpose

Motion carried.

RISE AND REPORT

Council arose from Closed Session with report on the following item:

- Resolution CE 2015- 015, that Council direct staff to update the Town's list of street names by including "Rollie Rose" on the list in honour of the Town's former Mayor.

ADJOURNMENT

CS 2015-059

Moved and seconded:

That this meeting of Council adjourn at 8:41 p.m.

Motion carried.

CERTIFIED CORRECT:

Mayor (A. Stone)

Corporate Officer (S. Bowden)

Subject to Adoption

**Report to Council, Town of Ladysmith
January 22, 2015**

Re: Meeting with TimberWest on watershed management

Submitted by: Greg Roberts, Dave Judson, Bryan Henderson, Greg Gott

Background:

Greg Roberts had written to the President and CEO of TimberWest, after town council voted to not proceed with the Couverdon development. The essence of this letter was to suggest that TimberWest consider a process for involvement of the town and its residents in the development of harvesting plans for the Ladysmith watersheds. It also suggested that TimberWest consider taking a leadership role in the development of a watershed management plan.

The upshot of this letter was an invitation to meet with TimberWest's Vice President, Sustainability and Chief Forester Domenico Iannidinardo and Couverdon's Director Planning and Zoning, Frank Limshue. Steve Adams, Resource Technologist, who has hands on experience in the watershed also attended.

This meeting took place January 15, 2015 at TimberWest offices in Nanaimo. I invited Dave Judson and Greg Gott from the Ladysmith Sportsmans Club because of their active involvement in the watershed and also Bryan Henderson from the Advocates for Holland Creek because of the hydrological work he has undertaken on the watersheds.

Content and Outcome of Meeting:

Domenico provided an overview of the planning process and information that is used by TimberWest to develop a harvesting plan. In any community watershed, it was emphasized that the starting point is to ensure the maintenance of water quality. A variety of overlay mapping techniques are used to assess hydrology, soils and surficial geology, wildlife, fisheries, past land use and harvesting, etc. to develop a harvesting plan that protects water quality.

TimberWest indicated that for the past 20 years they have had annual meetings with staff and council of Ladysmith and have built positive relationships.

We pointed out that the process they go through however, is not well understood by the public of Ladysmith and that a meeting once a year with staff and council does not effectively communicate or allow public input into the management of this essential resource: the towns water supply.

TimberWest pointed out that they have 6 community watersheds within the 320,000 hectares of private land that they own and manage on Vancouver Island. In several of these they are active participants in watershed management round tables. It was indicated that if Ladysmith was to

take a leadership role in creating a watershed management round table TimberWest would be an active participant.

TimberWest also pointed out that they are only one of several owners of land in the watershed.

Considerations:

Effective management of Ladysmith watersheds to ensure the maintenance of water quality and quantity is a key component of a livable community.

The world is facing significant climate change which creates uncertainty with regard to issues such as snowpack, extreme weather events, drought, periods and amounts of rainfall etc. and the impacts these changes will have on water supply and quality.

The watershed has some turbidity issues but the causes are not well understood at this point. It is clear however, if the problem is not clearly understood and addressed through effective management it will increase the need for expensive filtration solutions for the town and its taxpayers.

The watershed areas are the backyard of many residents of Ladysmith; it is used for hunting, wild foods collection, and many forms of recreation from fishing, horseback riding, off-road vehicles, mountain biking, and hiking. Management to ensure continued access to private lands at the same time as protecting water quality and quantity is important to many residents.

First Nations have a variety of traditional uses in the watershed. As recommended in the Cowichan Valley Surface and Groundwater Management and Governance report they should be invited to discuss their interest in participating in any forum for public involvement and management of the watershed.

TimberWest, a significant, but only one of several owners of land in the watershed, has indicated an interest in participating in a round table on the management of the watershed.

Other groups including First Nations, provincial (eg. BC Timber Sales, Environment, Health) and federal departments (Fisheries), regional district, recreational user groups, and the public of Ladysmith have not been approached yet about involvement in a Round Table but it is expected that many would welcome a structure and process for ongoing involvement in watershed management.

Recommendations:

It is recommended that Ladysmith Council take a leadership role in establishing a Holland and Stocking Lakes Watershed management Round Table with goals of:

- Providing a forum for understanding First Nations goals for the use and management of watershed lands and a structure of cooperative governance between the many parties involved

- Developing an understanding of the hydrology of the watersheds to better maintain capacity and water quality
- To provide a forum to understand and provide a framework to be able to respond to changing conditions in the watershed resulting from climate change
- Provide a framework for public involvement in the development of harvesting plans that protect water quality and quantity
- Provide a forum for the private land owners and recreational users of the watershed to identify issues that affect timber operations, water quality and quantity and develop appropriate solutions
- To consider the development of a longer term watershed management plan that would address the interests of all users

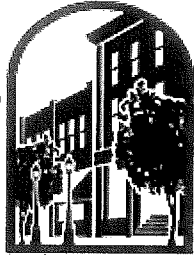
A proposed structure for the Round Table would include:

- Town of Ladysmith and First Nations to discuss a structure for joint chair of a round table
- Membership to include a seats for a range of federal, provincial and local government groups, private industry, watershed user groups, and representative of the general public etc.
- Public would also be welcome to attend and observe with an opportunity for questions and discussions after a formal agenda
- Meetings quarterly in the first year or so to get things rolling and then perhaps semi-annually
- Set objectives for first two years of operations such as:
 - Develop understanding of First Nations traditional use and occupation of the watershed, land claims over the watershed areas, and future goals and aspirations for the watershed and determine level of involvement desired by First Nations
 - Better understand what is currently understood about the hydrology of the watershed, what are the gaps in knowledge and what needs to be done to fill these gaps
 - Review the process for the development of harvesting plans and provide a forum for public input on these plans
 - Identify current issues in the watershed from various group's perspective and provide a basis for working groups etc. to develop approaches to address these.

Respectfully Submitted:

Greg Roberts, Greg Gott, Dave Judson, Bryan Henderson

January 22, 2015



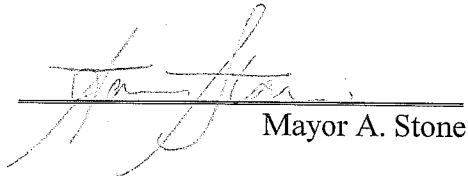
LADYSMITH

TOWN OF LADYSMITH

PROCLAMATION

PROBUS MONTH

- WHEREAS:** *Probus Clubs promote fellowship and education for retirees in communities throughout Great Britain, Australia, New Zealand and Canada;*
- AND WHEREAS:** *Ladysmith Probus Club was founded 20 years ago, making it the 54th club in Canada*
- AND WHEREAS:** *Many of our retired citizens benefit from the opportunity to maintain and develop friendships, to learn from guest speakers, and to enjoy fellowship during organized social outings;*
- AND WHEREAS:** *The Town of Ladysmith encourages our citizens to enjoy the benefits of living a connected and vibrant retirement;*
- THEREFORE,** *I, Aaron Stone, Mayor of the Town of Ladysmith, do hereby proclaim the month of March, 2015 as "Probus Month" in the town of Ladysmith, British Columbia.*



Mayor A. Stone

February 25, 2015



Town of Ladysmith

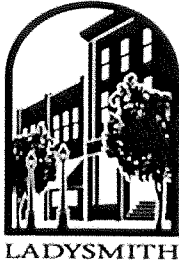
COMMITTEE REPORT

To: Mayor and Council
From: Councillor Steve Arnett
Chair, Municipal Services Committee
Date: February 17, 2015
File No:

Re: **MUNICIPAL SERVICES COMMITTEE RECOMMENDATIONS**

At its February 16, 2015 meeting, the Municipal Services Committee recommended that Council:

1. Direct staff to amend the Leisure Access Policy as follows:
 - a) That the Administrative Supervisor will administer the Leisure Access Program;
 - b) That the evaluation procedure will consist of a completed application with supporting documents (proof of income, proof of residency);
 - c) That the monthly family income is within the most recent Statistics Canada Low Income Thresholds
2. Direct staff to investigate further the inclusion of Cowichan Valley Regional District Area H in the Leisure Access Program, including a comparison of the operating costs in relation to the number of users from the Cowichan Valley Regional District and current funding contributions.



Town of Ladysmith

STAFF REPORT

To: Ruth Malli, City Manager
From: Felicity Adams, Director of Development Services
Date: February 24, 2015
File No: 3060-14-11

Re: Request for Discharge of Covenant EX60846 from Lot A, DL 41, Oyster District, Plan VIP84543, except part in Strata Plan VIS6497 (Phase 1) – Natura Developments Ltd. (606 Farrell Road)

RECOMMENDATION(S):

That Council confirms the following process for Council's consideration of the request for the discharge of Covenant EX60846 from the title of Lot A, DL 41, Oyster District, Plan VIP84543, except part in Strata Plan VIS6497 (Phase 1):

- Step 1: The applicant requesting the release of the Covenant demonstrates to Council that they have notified Strata Plan VIS 6497 and adjacent neighbours of their request to release the covenant and include with the notification the proposed development plans for the property, and
- Step 2: That following receipt of the Rezoning Application fee and costs by the applicant, that staff be directed to schedule a Public Hearing for Council's consideration of the applicant's request.

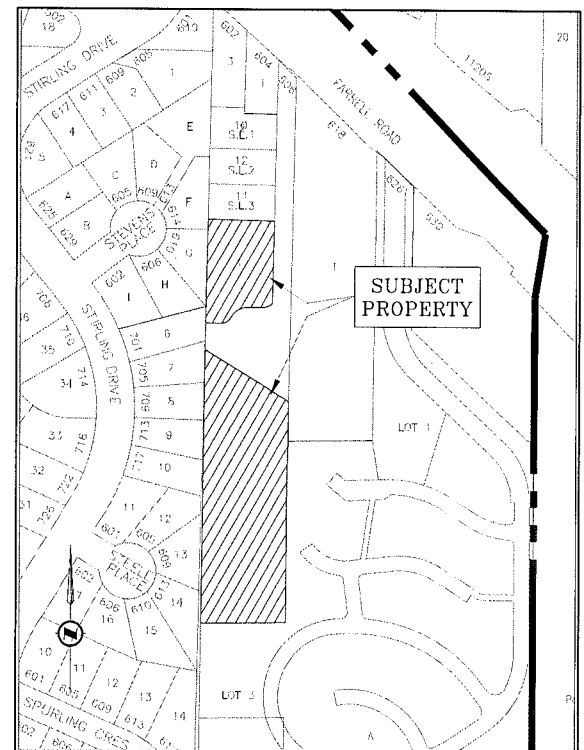
PURPOSE:

The purpose of this staff report is to present Council with a request from the owner of Lot A, DL 41, Oyster District, Plan VIP84543, except part in Strata Plan VIS6497 (Phase 1) (the subject property) to release Covenant EX60846 from the certificate of title.

INTRODUCTION/BACKGROUND:

The title of the subject property includes a section 219 covenant held by the Town. The language of the covenant indicates an intention to secure an overall 15 unit density limit and to give the Town the ability to control the form of development on the site (see attached Covenant EX60846).

In 2005, the previous owner completed an Official Community Plan amendment and rezoning process in which the subject properties were designated as 'Multi-Family Residential' and were rezoned to the 'Low Density Residential Zone (R-3-A)' from the Suburban Residential (R-2) Zone in CVRD Bylaw No. 1180. As part of the



rezoning process covenant EX60846 was registered on the certificate of titles for the rezoned land (the subject property and VIS6497, the first phase of the development).

In 2006, a Development Permit was issued for the property and the first three units of the 15 unit development were constructed on the land (VIS6497). The Development Permit expired in 2008 as the project was not completed in the timeframe stated in the permit.

In 2010, the previous owner requested that Council consider the discharge of the covenant, and at its meeting held September 2, 2010, Council adopted the following resolution.

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

The property was sold in 2014 and the current owner made pre-application inquiries to the Town regarding its development concepts. Staff confirmed the existence of the covenant and past feedback on its removal. It was recommended to the applicant, if the proposal would exceed the density limits in the covenant, to consult with the existing owners in Strata Plan VIS6497 and adjacent neighbours as the proposal was being developed.

SCOPE OF WORK:

The property owner has requested that staff seek Council's approval to release the covenant. The covenant was secured by the Town as part of the up-zoning of the land in 2005 to permit multi-unit development. Communication with the neighbourhood and the holding of a public hearing are recommended as part of Council's consideration of the request.

The land use implications of the proposal are:

Subject Property	Current	Proposed
OCP Land Use Designation	Multi-Family Residential	No change
OCP Development Permit Area	DPA 4: Multi-Unit Residential	No change
Zone	R-3-A: Low Density Residential 37 units per hectare	No change
Covenant EX60846	Maximum of 15 units	Removed from the title
Development potential	12 new units	25 new units

ALTERNATIVES:

The alternative option presented to Council for consideration is that Council not support the request for covenant discharge in which case the development permit application would be brought for Council's consideration in light of the s.219 covenant.

FINANCIAL IMPLICATIONS:

The cost of covenant removal will be borne by the applicant/property owner. Public notification and the holding of a public hearing will also be borne by the applicant.

LEGAL IMPLICATIONS:

A development permit application for 25 units has been submitted for the subject property by the current owner. Staff has advised that the Town cannot recommend approval of the development permit for the density indicated in the application due to the proposed density being greater than 15 multi-family townhouse dwelling units contemplated at the time of the rezoning from "Suburban Residential" in 2005. The applicant has requested that the covenant be discharged from the property.

If the covenant were to be discharged (or amended) as part of the development permit application, staff would work with the applicant in its review of the proposal and the applicable development permit area guidelines. The proposal would also be reviewed by the Advisory Design Panel prior to Council's consideration.

CITIZEN/PUBLIC RELATIONS IMPLICATIONS:

Neighbours from the first phase of the strata VIS6497, The Gales and Stirling Drive area residents continue to be interested in the density and form of the development that could take place on the subject property and regularly contact staff regarding development applications for this property. In fact, since the submission of the current development permit application there has been a steady stream of inquiries and correspondence regarding the application of the covenant and density, access, geotechnical matters and the related development plans.

If a public hearing is held, a statutory notice will be provided to all parcels, any part of which is within or adjacent to the subject property or otherwise lies within 60 metres of the boundary of the subject property.

INTERDEPARTMENTAL INVOLVEMENT/IMPLICATIONS:

The Approving Officer will address matters concerning the Form P – Phased Strata Plan and any related servicing and/or subdivision matters.

RESOURCE IMPLICATIONS:

The holding of a public hearing is within available staff resources.

ALIGNMENT WITH SUSTAINABILITY VISIONING REPORT:

The subject property is within Development Permit Area 4 (Multi-Unit Residential). These guidelines address matters contained in the Sustainability Visioning Report and will be used when the development permit application is reviewed by staff and the Advisory Design Panel. The attached letter from the applicant outlines its consideration of these guidelines in the development of the proposal.

ALIGNMENT WITH STRATEGIC PRIORITIES:

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

SUMMARY:

The properties at 606 Farrell Road were rezoned in 2005 to the R-3-A Zone. As part of that rezoning a covenant was registered on title. The current owner is requesting that covenant EX60846 be removed from the certificate of title. Council's confirmation of the process for the consideration of this request is required.

I concur with the recommendation.



Ruth Malli, City Manager

ATTACHMENTS:

Covenant EX60846

Letter from Macdonald Gray dated December 15, 2014 regarding Development Permit application and Proposed Site Plan

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

26 MAY 2005 10 11

EX060846

GENERAL DOCUMENT - PART-1

(This area for Land Title Office use)

Page 1 of 7 pages

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

P. Durban, Manager of Corporate Services
Town of Ladysmith, PO Box 220
Ladysmith, B.C. V9G 1A2 Telephone: 245-6400

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

(PID)	(Legal Description)
017-026-351 and 017-026-369	Lot 1 & 2, District Lot 41, Oyster District, Strata Plan VIS2063 (11226 Farrell Road)

3. Nature of Interest: *	Document Reference:	Person Entitled to Interest:
Description	(page and paragraph)	
Section 219 Covenant	ENTIRE INSTRUMENT	Transferee

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

(a) Filed Standard Charge Terms	<input type="checkbox"/>	D.F. No.	02 05/05/26 10:11:50 02 VI 635762
(b) Express Charge Terms	<input checked="" type="checkbox"/>	Annexed as Part 2	CHARGE \$64.75
(c) Release	<input type="checkbox"/>	There is no Part 2 of this instrument	

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

5. **Transferor(s): ***

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

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

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

7. **Additional or modified terms: ***

N/A

Land Title Act
FORM C

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

(This area for Land Title Office use)

Page 2 of 7 pages

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

Officer Signature(s)

Execution Date

Transferor's signature(s)

1/B. Robson 2005/04/18
Name

DARLENE KELT
[Signature]

DOUGLAS B. ROBSON
BARRISTER & SOLICITOR
22 High Street Box 1890
Ladysmith, B.C. V9G 1B4
Tel: (250) 245-7141

[Signature] 2005/04/20
Name

TOWN OF LADYSMITH by its authorized signatories:

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

[Signature]
Mayor: ROBERT HUTCHENS
[Signature]
Manager of Corporate Services: PATRICK DURBAN

(as to both signatures)

OFFICER CERTIFICATION:

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

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

TERMS OF INSTRUMENT - PART 2
SECTION 219 DEVELOPMENT COVENANT

THIS AGREEMENT dated for reference APRIL 20, 2005 is

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

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

GIVEN THAT:

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

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

No Development or Subdivision

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

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

Exception To Section 1

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

Approval of Specifications

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

Regulation of Building On the Land

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

Municipality's Representative

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

Indemnity

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

No Liability in Tort

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

No Obligations on Municipality

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

No Effect On Laws or Powers

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

Covenants Runs With the Land

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

Registration

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

Waiver

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

Severance

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

No Other Agreements

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

Enurement

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

Further Acts

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

Deed and Contract

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

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

END OF DOCUMENT



macdonald gray

VIA Email

December 15, 2014

Town of Ladysmith – Development Services

Box 220-132C Roberts Street
Ladysmith, BC V9G 1A2
250.245.6410

Attention: **Lisa Brinkman MCIP, RPP - Planner**

Dear Lisa:

Re: Development Permit Application for 11226 Farrell Road / Lot 1 & 2, District Lot 41, Oyster District, Strata Plan VIS2063

The following letter is provided in support of the current Development Permit Application for the above noted property. This development proposal will expand the current residential density of the subject property from a (3) dwelling triplex to a (28) dwelling unit strata development with a mix of duplex and multi unit buildings.

The proposed land use and density is in keeping with the current R-3-A Low Density Residential Zoning District technical requirements and no variances are requested as a function of this application. This permit application falls entirely within the existing development rights for the property.

1. DEVELOPMENT PERMIT AREA (DPA):

The property is included within the Town of Ladysmith's Development Permit Area 4 (DPA4) Multi Unit Residential. This DPA includes the following objective categories for guideline compliance:

- LGA s.919.1(1) (f) establishment of objectives for the form and character of commercial, industrial, or multi-family residential development;
- LGA s.919.1(1) (h) establishment of objectives to promote energy conservation;
- LGA s.919.1(1) (i) establishment of objectives to promote water conservation;
- LGA s.919.1(1) (j) establishment of objectives to promote the reduction of greenhouse gas emissions;

The following compliance report is intended to outline the intended general character of the development to satisfy the requirement of objectives for category (f) listed above.

The particulars of the landscaping and of the exterior design and finish of buildings and other structures is described herein to satisfy the requirements of objectives for categories (h), (i), and (j) listed above.

2. DPA GUIDELINE COMPLIANCE REPORT:

In order to assist the planning department and Town Council in their review of the development concept we have provided a detailed report on guideline compliance numbered in the order provided within DPA4 guidelines. Please note that as the development is in a strata configuration and given the panhandle

814 SHOREWOOD DRIVE,
PARKSVILLE, BC V9P 1S1 CANADA

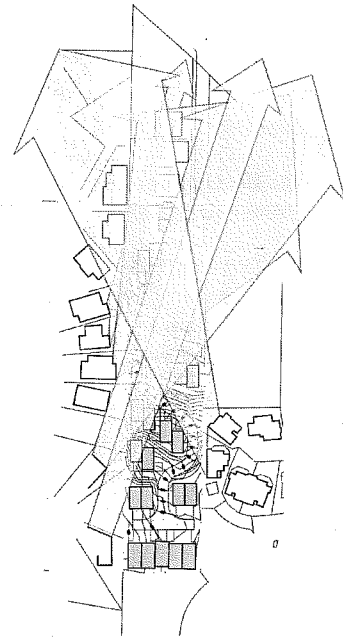
TEL. (250)248-3089 EMAIL. macdgray@telus.net
www.macdonald-gray.ca

nature of the site, that many of the public realm guidelines are not applicable to this proposal.

Please note that dwelling unit designs as provided are intended to describe the general concept of the built form as it relates to the form and character of the development. Several sample plan variations in unit types are provided with this application to illustrate the design intent and materials palette to be used for the project. Individual units will be designed to suit the precise location, topography, and geotechnical conditions at the time of building permit within the footprints indicated. Vertical elevations, setbacks, and driveway locations may also vary based on ground conditions while remaining within all Zoning Bylaw technical requirements. Floor plans will be customized to meet the homeowners' needs and expectations.

1. Building Design

- a) Buildings have been sited to respect the heights of surrounding buildings and improve sightlines from adjacent properties. Buildings have been also designed to complement the form, massing, and scale of residential buildings within the neighborhood by mimicking adjacent dwelling unit configurations (mixed duplex and ground oriented multi-unit);
- b) Construction technology of this development will be incorporating all current codes and recommended building practices of the BC Building Code, recommendations of the Homeowner Protection Office, along with close attention to the recommendations of green building design as published through Built Green BC and the LEED Canada program.
- c) The architectural theme of all units within the development will be a Modern Pacific Northwest style drawing on historical industrial materials and traditional heavy timber as accents to its character.
- d) Multi-unit buildings are ground-oriented single dwelling units with attached exterior walls provided with individual unit entries;
- e) Buildings have been sited and designed to maximize views from within the site and accentuate views from adjacent properties. The North-South orientation of the site and close proximity to the ocean provides an ideal layout to take advantage of passive solar heating, cooling and natural ventilation. Passive solar heating is somewhat restricted due to the northern aspect and sloping condition of the site.
- f) Not applicable as no buildings front onto a public street;



View & sightline study showing improved post development condition for adjacent residences.

2. Building Siting & Massing

- a) Buildings have been sited to respect the heights of surrounding buildings and improve sightlines from adjacent properties;
- b) Building heights are varied by stepping units along the topography of the site and nesting each dwelling unit into the slope where possible to create interest;
- c) Not applicable as no buildings front onto a public street;
- d) Not applicable as this not a corner parcel;
- e) Buildings have been set into the natural topography and are sited in an organic manner rather than a harsh rectilinear layout. Pre-development contours have been retained as much a

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DEVELOPMENT PLANNING - LANDSCAPE ARCHITECTURE - ARBORICULTURE - URBAN DESIGN

possible to retain the natural condition of the site which includes rolling bedrock outcroppings.

- f) Not applicable as no variances are requested.

3. Building Frontage

Response: Not applicable as no buildings front onto a public street.

4. Roof Form

- a) Not applicable as no buildings front onto a public street;
- b) Not applicable as no flat roofs are proposed;
- c) All roof forms throughout the development are comprised of multiple roof line elevations and pitched roof directions which provide a collective and interesting theme.
- d) Not applicable as no penthouses are proposed.

5. Windows & Doors

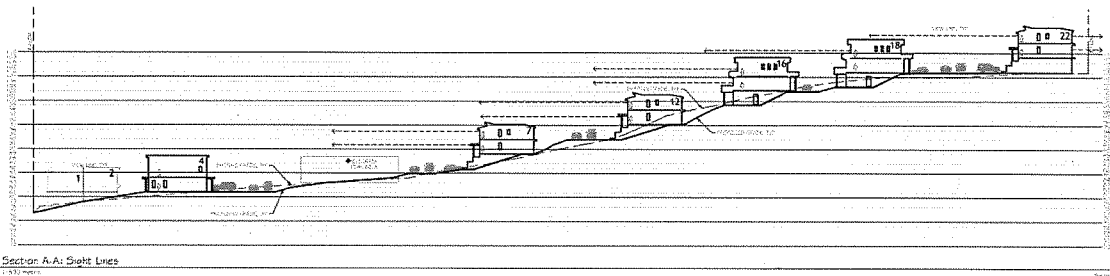
- a) All residences have separate ground oriented entrances. No buildings front onto a public street;
- b) Windows are architecturally compatible with the building style and materials;
- c) No dark or reflective glass is proposed;
- d) All windows have trim;
- e) Building Entries are clearly defined through the use of bold architectural timber porticos and/or rooflines.
- f) Not applicable as no buildings front onto a public street.

6. Signs, Canopies & Lighting

- a) Not applicable as no signage is proposed;
- b) Building entries provide weather protection by use of large overhanging roofs extending a minimum of 1.5m from the entry face.
- c) Individual unit entries shall be lit from the building;
- d) Light fixtures shall be concealed within soffits;
- e) Building Entries are clearly defined through the use of bold timber accents.
- f) Minimal pedestrian scaled exterior lighting is proposed in order to preserve night sky viewing. Exterior luminaires shall be full cut off and shielded. Soffit lighting from individual dwelling units shall be shielded and downcast.

7. Liveability

- a) Visual privacy of interior living spaces is maximized by directing views to the North (Salish Sea, Gulf Islands and the mainland coast) and by siting each unit to take advantage of views. Unit elevations are stepped to provide views over lower dwellings;



Views are directed to the North from units set into the topography providing a strong prospect/refuge condition.

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DEVELOPMENT PLANNING - LANDSCAPE ARCHITECTURE - ARBORICULTURE - URBAN DESIGN

- b) Not applicable as the development is set back and away from Island Highway 19A;
- c) Private outdoor living space is provided for each dwelling unit in the form of balconies for units on the slope and/or a private yard allowance for lower units;
- d) Not applicable as this is not relevant to the DPA categories for the property.

8. Materials & Colours

- a) Building materials throughout the development typically have a minimum life span of 35 years, consisting of mostly engineered cladding products and long life prefinished metals along with traditional stained timber accents. The use of a typical material theme will bring cohesiveness and timelessness provided by low maintenance materials.
- b) Not applicable as this is not relevant to the DPA categories for the property;
- c) Not applicable as this is not relevant to the DPA categories for the property.

9. Mechanical, Electrical & Security Equipment

- a) Rooftop and grade level mechanical equipment is not proposed at this time;
- b) The locations of electrical transformers, gas meters and other utilities will be determined by the utility provider at the time of building permit application. Any utilities that occur on the development site will be screened based on current utility provider guidelines for clearances and safety.

10. Accessibility & Connectivity

- a) All buildings provide level entries from parking areas. All buildings are adaptable to accessible features where required by a future unit owner;
- b) Not applicable as there are no public realm components to the development;
- c) Not applicable as there are no public realm components to the development;

11. Vehicle & Bicycle Parking

- a) Not Applicable as this is a strata development with individual unit parking;
- b) The strata access road is shared;
- c) Surface parking areas shall be concrete while drive aisles and access roads shall be asphalt surfaced;
- d) Not applicable as no buildings front onto a public street;
- e) Not Applicable as this is a strata development with individual unit parking. Landscaping requirements of the Zoning Bylaw for parking areas have been met on the plans;
- f) Not Applicable as this is a strata development with individual unit parking;
- g) Not Applicable as no variances are requested;
- h) Not Applicable as this is a strata development with individual unit interior bicycle parking;

12. Landscape

- a) Existing natural vegetation will be retained wherever possible. Due to the sloping bedrock condition of the site, verge areas of disturbance from road and building pad excavations are expected to be significant;
- b) Disturbed natural areas will be replanted with species typical to a north facing bedrock outcrop in an organic non-rectilinear manner, except as required under the prescriptive buffer planting of the Zoning Bylaw;
- c) Front Yard Landscaping does not incorporate lawn areas and will consist entirely of native plants;

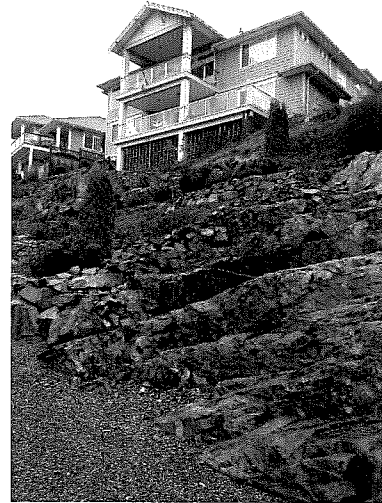


Exposed bedrock outcrop and preferred native vegetation on adjacent properties.

macdonald gray

DEVELOPMENT PLANNING - LANDSCAPE ARCHITECTURE - ARBORICULTURE - URBAN DESIGN

- d) Retaining walls are not proposed for the development, as steep slopes will be cut in to the bedrock. Plant material is specified for all exposed bedrock slopes to mimic the natural condition and plant palette;
- e) Fence materials are natural cedar. No concrete retaining walls are proposed.
- f) Surface parking areas are limited to each individual dwelling unit. All parking is screened from adjacent properties through buffering and the retention of native vegetation;
- g) Urban agriculture may be conducted at the discretion of the individual unit owners;
- h) Intensive and extensive green roof systems are not proposed due the high cost of installation;
- i) Landscape groundcover plants are proposed throughout the development. Gravel surfacing has been limited to pervious paving for maintenance paths and access routes;
- j) Not applicable.
- k) Minimum landscape buffers have been provided;
- l) An efficient irrigation system is proposed as a permanent system as establishment systems rare rarely successful in maintaining plant health over the long term. The system will include a smart irrigation controller;
- m) A bonding estimate for landscape completion and a maintenance allowance for establishment is provided;
- n) Concept plans reference the current BC Landscape Standard;
- o) Monitoring shall be by the project landscape architect, who has been retained under contract for the installation period;



Exposed bedrock will be used as slope retention similar to adjacent properties.

13. Energy Conservation

- a) All buildings will meet current Building Code requirements for energy efficiency. Individual owners may decide to install these features based on their needs;
- b) All buildings will meet current Building Code requirements for energy efficiency. Individual owners may decide to install these features based on their needs;
- c) Not applicable as not retrofitting is proposed under this permit;
- d) Not applicable as this is a strata development with individual unit vehicle and bicycle parking. Individual unit owners may decide to install these features based on their needs;

14. Rainwater Management

- a) All buildings will meet current Building Code requirements for energy efficiency. Individual owners may decide to install these features based on their needs;
- b) All buildings will meet current Building Code requirements for energy efficiency. Individual owners may decide to install these features based on their needs;
- c) Not applicable as not retrofitting is proposed under this permit;
- d) Not applicable as this is a strata development with individual unit vehicle and bicycle parking. Individual unit owners may decide to install these features based on their needs;

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DEVELOPMENT PLANNING - LANDSCAPE ARCHITECTURE - ARBORICULTURE - URBAN DESIGN

3. CONCLUSION

This ground oriented low density housing proposal offers the Town of Ladysmith the unique opportunity to realize a residential community that offers increased residential densities while maintaining the form and character of adjacent single-family neighborhoods. The site plan is based entirely on a natural systems approach to site planning with the primary goal of embedding the development into the sloping topography of the site, while maximizing views from within and through the site from adjacent properties.

This development proposal has been carefully considered to meet the specific language and intent of Ladysmith's Official Community Plan and Development Permit Area guidelines. We are looking forward to working with Staff and Council to create an example of appropriate housing density based on existing Town Bylaws and policies.

Sincerely,

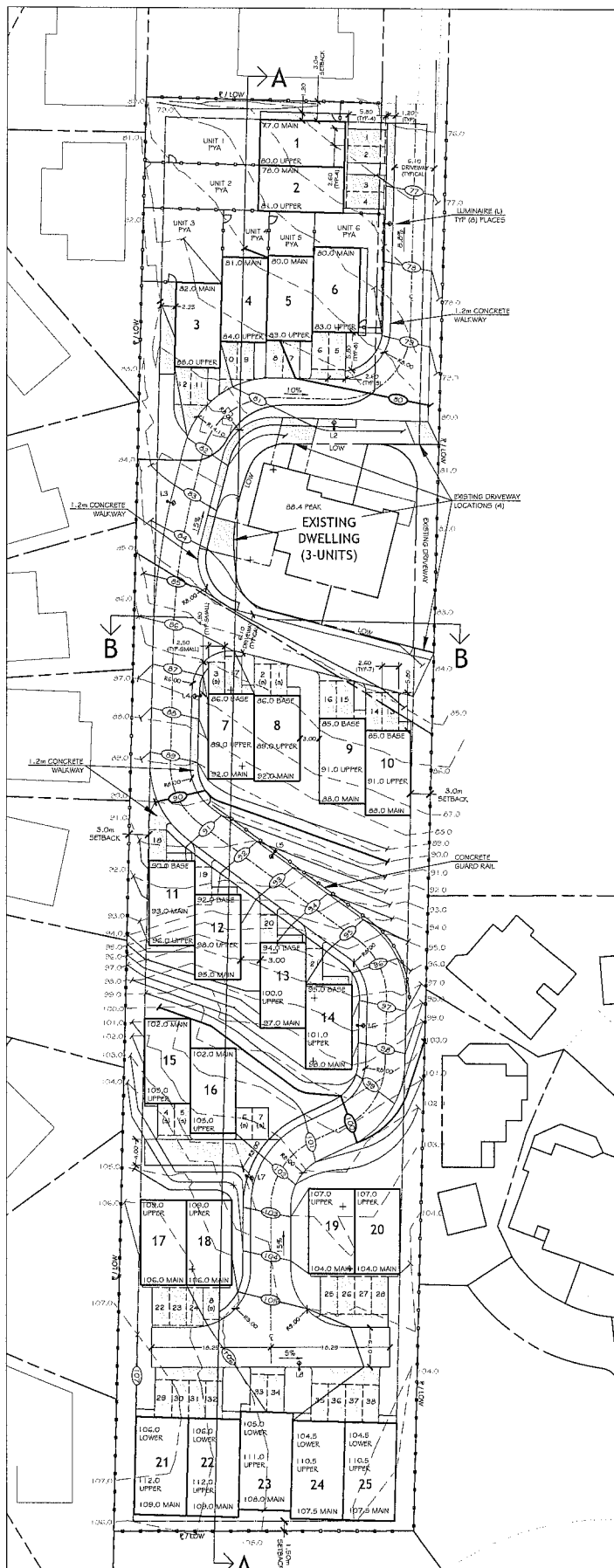
Nigel Gray MCIP, MBCSLA, ISA
Registered Professional Planner / Project Manager, MacDonald Gray Consultants

Cara S. MacDonald MBCSLA, ISA, CLIA
Landscape Architect / Consulting Arborist, MacDonald Gray Consultants

Cc: Sean Gray, Perdeus Design
Natura Developments Ltd.

macdonald gray

DEVELOPMENT PLANNING – LANDSCAPE ARCHITECTURE – ARBORICULTURE – URBAN DESIGN



SITE PLAN DATA

REGISTERED OWNER:	NATURA DEVELOPMENTS LTD. 1642 PRITCHARD RD, COMCHAN BAY, BC V0R 1N1
LEGAL DESCRIPTION:	LOT 1 & 2, DISTRICT LOT 41, OYSTER DISTRICT, STRATA PLAN W520G3
CIVIC ADDRESS:	11226 FARRELL ROAD, LADYSMITH, BC
CURRENT ZONING:	R-3-A LOW DENSITY RESIDENTIAL
DEVELOPMENT PERMIT AREA:	DPA NO. 4 - MULTI-UNIT RESIDENTIAL (FORM AND CHARACTER)
SITE AREA:	1.09 ha (10,041 Sq. m.)
PARCEL COVERAGE:	ALLOWABLE: 33% PROPOSED: 118.5% (APPROXIMATE)
FLOOR AREA:	ALLOWABLE: 7,221 sq.m. PROPOSED: 16,444 sq.m. (APPROXIMATE)
*UNIT DESIGNS AS PROVIDED ARE INTENDED TO DESCRIBE THE GENERAL CONCEPT OF THE BUILT FORM AS IT RELATES TO THE FORM AND CHARACTER OF THE DEVELOPMENT. SEVERAL SAMPLE PLAN VARIATIONS IN UNIT TYPES ARE PROVIDED WITH THIS APPLICATION TO ILLUSTRATE THE DESIGN INTENT AND MATERIALS PALETTE TO BE USED FOR THE PROJECT. INDIVIDUAL UNITS WILL BE DESIGNED TO SUIT THE PRECISE LOCATION, TOPOGRAPHY, AND GEOTECHNICAL CONDITIONS AT THE TIME OF BUILDING PERMIT WITHIN THE FOOTPRINTS INDICATED. VERTICAL ELEVATIONS, DETACHES, AND DRIVEWAY LOCATIONS MAY ALSO VARY BASED ON GROUND CONDITIONS WHILE REMAINING WITHIN ALL ZONING BY-LAW TECHNICAL REQUIREMENTS. FLOOR PLANS WILL BE CUSTOMIZED TO MEET THE HOMEOWNERS NEEDS AND EXPECTATIONS.	
PROJECT DENSITY:	ALLOWABLE: 40 UNITS PROPOSED: 28 UNITS (INCLUDING 3 EXISTING UNITS)
BUILDING HEIGHT:	10.0m MAXIMUM
OFF-STREET PARKING CALCULATION:	TWO DWELLING UNITS - REQUIRED: 16 (2.7m WIDE X 5.6m LONG) STALLS PER UNIT 1 MULTI UNIT DWELLINGS - REQUIRED: 16 (2.7m WIDE X 5.6m LONG) STALLS PER UNIT 2
TOTAL PROVIDED:	SINGLE CAR GARAGE: 25 SURFACE STALLS: 46 (36 FULL SIZE STALLS / 8 SMALL CAR STALLS)
SETBACKS:	FRONT YARD: 0.0m EXTERIOR SIDE YARD: 3.0m INTERIOR SIDE YARD: 3.0m REAR YARD: 1.5m
STRATA ROADWAYS:	TWO WAY TRAVEL LANE: 6.1m (TYPICAL) ASPHALT SURFACE

LAYOUT LEGEND

ABBREVIATIONS	DESCRIPTION
(E)	EXISTING
Typ.	TYPICAL
LOW	UNIT OF WORK
ROW	RIGHT-OF-WAY
C	CENTRELINE
L	PROPERTY LINE
PYA	PRIVATE YARD ALLOWANCE

SYMBOL	DESCRIPTION
---	PROPERTY LINE
---	PROPERTY SETBACK LINE
---	CENTRELINE
---	2.0m SOLID TIMBER FENCE
---	PEDESTRIAN SCALE LUMINAIRE <i>OR</i> FULL CUTOFF OPTICS. REFER TO CUT SHEET
---	CONCRETE SURFACE, BROOM FINISH

LAYOUT NOTES

- WRITTEN DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALED DIMENSIONS. ALL FIELD ADJUSTMENTS MUST BE APPROVED BY THE OWNER PRIOR TO INSTALLATION.
- ALL TRADES SHALL COORDINATE WORK SO PROGRESS OF WORK IS NOT INTERRUPTED AND CAN BE COMPLETED IN A TIMELY MANNER.
- ALL DIMENSIONS ARE TO THE EDGE OF HARDSCAPE INSTALLATIONS, FACE OF CURB OR CENTRE POINT OF RADIUS.
- NEW HARDSCAPE INSTALLATIONS SHALL MEET GRADE OF EXISTING SURFACES. WHERE NEW CONCRETE IS PLACED ADJACENT TO CURBS OR EXISTING CONCRETE PAVING A CONTINUOUS EXPANSION JOINT SHALL BE INSTALLED BETWEEN THE NEW CONCRETE, CURBS AND EXISTING HARDSCAPE SURFACING.
- IRRIGATION SLEEVINGS SHALL BE INSTALLED PRIOR TO PLACING HARDSCAPE SURFACING. REFER TO PROJECT DETAILS AND SPECIFICATIONS FOR ADDITIONAL INFORMATION.

GRADING LEGEND

SYMBOL	DESCRIPTION
---	EXISTING 1m CONTOUR
---	PROPOSED 1m CONTOUR
---	PROPOSED 5m CONTOUR
---	PROPOSED 10m CONTOUR
---	UPPER: FINISHED FLOOR ELEVATION OF TOP FLOOR
---	LOWER: FINISHED FLOOR ELEVATION LOWER / BASEMENT FLOOR
---	MAN: FINISHED FLOOR ELEVATION MAIN FLOOR
---	*MAIN FLOOR OR LOWER FLOOR AREA IS USED TO CALCULATE BUILDING FOOTPRINT FOR LOT COVERAGE CALCULATIONS.
---	2% MIN. DRAINAGE DIRECTION AND SLOPE

GRADING NOTES

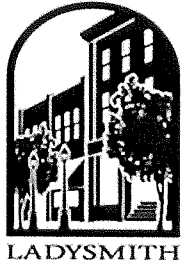
- ALL GRADES SHALL BE FIELD VERIFIED PRIOR TO CONSTRUCTION AND THE OWNER SHALL BE INFORMED OF ANY DISCREPANCY BETWEEN GRADES SHOWN ON THE PLANS AND ACTUAL GRADES IN THE FIELD.
- POSITIVE DRAINAGE SHALL BE PROVIDED IN ALL LANDSCAPE AREAS TO A MINIMUM 2% SLOPE AWAY FROM BUILDING WALLS AND FOUNDATIONS.
- ROAD & PATHWAY CROSS SLOPES SHALL BE 2% EXCEPT AS NOTED AND SHALL NOT EXCEED A 15% SLOPE LONGITUDINALLY.
- NO GRADING OR DRAINAGE WORK OR FACILITIES SHALL GO BEYOND ANY LIMIT OF WORK OR PROPERTY LINE.
- GRADES SHALL BE ESTABLISHED TO MAINTAIN CONSTANT SLOPES BETWEEN SPOT ELEVATIONS AND CONTOURS INDICATED ON THE PLANS.
- ALL CONTOURS AND GRADES IN IMPROVED AREAS SHALL BE FINISHED SMOOTH WITH NO ABRUPT ELEVATION CHANGES.

#	Date	Notes
0	24OCT2014	Client Concept Review
1	03DEC2014	Client DP Review
2	16DEC2014	DP Submission

SITE PLAN	
Date:	December 16, 2014
Drawn:	CM
Checked:	NG
Scale:	1:300 metric
Project Number:	14-0107
DRAWING NUMBER:	S1 of 5

11226 Farrell Road
Natura Developments Ltd.
Ladysmith, BC

macdonald gray
814 Sherwood Drive, Parksville, BC V9P 1S1
TEL (250) 248-2882 FAX: (250) 248-2883
www.macdonaldgray.ca



Town of Ladysmith

STAFF REPORT

To: Ruth Malli, City Manager
From: Felicity Adams, Director of Development Services
Date: February 24, 2015
File No: 1855-20 CTO

Re: Community Tourism Opportunity Program Funding Application FY15/16

RECOMMENDATION(S):

That Council directs staff to submit the Signage Initiatives Project for up to \$8,400 from the Destination BC Community Tourism Opportunity Program for fiscal year 2015-2016, and that the 2014-2018 Financial Plan be amended accordingly.

PURPOSE:

The purpose of this staff report is to seek Council's approval for a grant application.

INTRODUCTION/BACKGROUND:

The Town has received funding through the Community Tourism Opportunity (CTO) program for several years. Until this year the funding has been administered through Tourism Cowichan (CVRD) as required by the funder. The program provides funding for 50 per cent of the eligible project cost. For the upcoming fiscal year 2015-2016, the Town can submit a regional or local project up to \$8,400 (project value \$16,800). Staff recommends that the Town use the available funding allocation towards the Signage Initiatives Project.

In future years it is expected that the Destination BC funding programs will focus on joint initiatives.

SCOPE OF WORK:

Phase 1 of the multi-phased Signage Initiatives Project (the project) is nearing completion. The main output of Phase 1 is detailed design for the new and updated welcome, directional and business signage. In addition, a phasing strategy and overall costing estimate will be produced by the consultant.

If approved for funding, the specific signs to be produced as part of the CTO project would be determined as part of the phasing strategy and the criteria of the funder. Staff has received confirmation that Welcome and Directional tourist signage is an eligible project. The project funding is for eligible activities invoiced between April 1, 2015 and March 31, 2016.

ALTERNATIVES:

That Council directs staff not to pursue CTO program funding for the Signage Initiatives Project.

FINANCIAL IMPLICATIONS:

The Signage Initiatives Project is currently funded in each year of the 5-year financial plan. Phase 2 funding is for a total of \$60,000 in 2015. The CTO funding could off-set this amount by \$8,400 reducing the total dollar value to be funded to \$51,600.

Since 2010, the Town has received approximately \$28,000 over 5-years for tourism promotion activities through the CTO program for local projects. This funding has leveraged a total contribution of \$56,000 for these projects:

- Annual local and regional tourism print advertising
- Tourism website enhancements
- Tourism video
- Heritage Route brochure – redesign and printing
- Heritage Buildings’ brochure – redesign and printing
- Trails brochure – design and printing
- Transfer Beach custom banners
- Downtown custom banners

LEGAL IMPLICATIONS:

None.

CITIZEN/PUBLIC RELATIONS IMPLICATIONS:

Members of the Ladysmith Downtown Business Association and the Chamber of Commerce are involved in the Signage Initiatives Project.

Key findings from the Cowichan Visitor Profile commissioned by Tourism Cowichan in Summer 2014 provide support for tourism signage initiatives.

- Most (85%) visitors arrive by personal vehicle (welcome and directional signage is important)
- Improved Infrastructure suggestions – add more signage in the smaller communities off the main highway.

The Ladysmith Tourism Plan was completed with input from the community. Two directions from this Plan focus on the outcomes anticipated by the Signage Initiatives Project.

- Encourage initiatives that contribute to maintaining or improving the aesthetic appeal of Ladysmith’s tourist areas and its entrances.
“Support and promote initiatives to make tourist areas more visually attractive and give them a distinctive, heritage small-town charm...”
- Review current highway signage and way finding initiatives, with a view to increasing visibility and encouraging a stop in Ladysmith.
“Current highway signage and way finding need to be reviewed in the context of encouraging highway travellers to make a stop in Ladysmith, and once visitors do stop, giving them opportunities to experience attractions that are of interest to them”

The Tourism Plan was updated in 2008, and these tactics were identified as the top two priorities for implementation. There have been a number of signage initiatives undertaken to support these tactics since that time including the current signage project.

INTERDEPARTMENTAL INVOLVEMENT/IMPLICATIONS:

Finance manages the administration of grants.

RESOURCE IMPLICATIONS:

This project is within current resources.

ALIGNMENT WITH SUSTAINABILITY VISIONING REPORT:

Signage design includes consideration of the directions in the Visioning report.


ALIGNMENT WITH STRATEGIC PRIORITIES:

The Signage Initiatives Project is a current Council priority, subject to funding.

SUMMARY:

The Town has the opportunity to apply for Community Tourism Opportunity Program funding. It is recommended that the Town apply for funding to be used towards the Signage Initiatives Project.

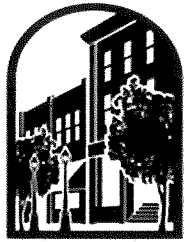
I concur with the recommendation.



Ruth Malli, City Manager

ATTACHMENTS:

None



LADYSMITH

Town of Ladysmith

STAFF REPORT

To: Ruth Malli, City Manager
From: Sandy Bowden, Director of Corporate Services
Date: February 24, 2015
File No:

Re: Council Remuneration/Provision of Benefits

RECOMMENDATION(S):

That:

- a) Council provide direction to staff regarding Council remuneration rates and provision of benefits for 2015, 2016, 2017, and 2018; and,
- b) Council direct staff to review Council remuneration rates every four years at the end of Council's term of office commencing in 2018.

PURPOSE:

The purpose of this staff report is to provide Council with a review of remuneration rates and benefits in B.C. local governments with populations between 8,000 and 10,000.

INTRODUCTION/BACKGROUND:

At the October 4, 2011 Council meeting, the following resolution was adopted:

That staff be directed to prepare a bylaw to establish Council remuneration as follows:

Mayor: Current - \$20,677
January 1, 2012 - \$21,842
January 1, 2013 - \$23,007
January 1, 2014 - \$24,172

Council: Current - \$9,466
January 1, 2012 - \$10,467
January 1, 2013 - \$11,468
January 1, 2014 - \$12,470

and that another review be undertaken in three years, and that the remuneration for the Deputy Mayor remain at its current level.

In accordance with the above resolution, staff has investigated remuneration rates for Council members in BC local governments with populations of 8,000 to 10,000 (see attached table). The sources of the information are the 2013 statement of financial information reports from each jurisdiction. Included in the table is information regarding the provision of benefits, electronic equipment, and other expenses for Council members from the same local governments.

SCOPE OF WORK:

Staff will make adjustments to Council's rates of remuneration and provision of benefits as directed by Council.

ALTERNATIVES:

Council could direct staff to adjust Council's rates of remuneration and/or benefits or make no changes to the current compensation.

FINANCIAL IMPLICATIONS:

Financial implications are unknown at this time.

LEGAL IMPLICATIONS:

n/a

CITIZEN/PUBLIC RELATIONS IMPLICATIONS:

The implications for members of the public will likely depend on any adjustments to the rates of remuneration for Council.

INTERDEPARTMENTAL INVOLVEMENT/IMPLICATIONS:

The Financial Services Department/Payroll will process remuneration and benefit adjustments as directed.

RESOURCE IMPLICATIONS:

n/a

ALIGNMENT WITH SUSTAINABILITY VISIONING REPORT:

n/a

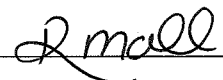
ALIGNMENT WITH STRATEGIC PRIORITIES:

This initiative aligns with strategic priority A – Wise Financial Management.

SUMMARY:

In 2011 Council directed staff to review Council remuneration rates in 2014. The attached table reflects the information collected by staff on other BC local governments with populations of 8,000 to 10,000. Staff requests Council consideration of rates of remuneration and benefits.

I concur with the recommendation.



Ruth Malli, City Manager

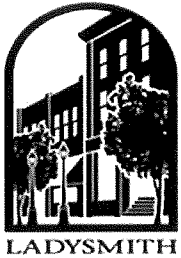
ATTACHMENTS:

Table "Annual Council Remuneration Rates"

**ANNUAL COUNCIL REMUNERATION RATES
BC LOCAL GOVERNMENTS
(Pop. Approx. 8,000 to 10,000)**

Local Government	Population	Mayor	Councillor	Electronics	Benefits	Other
District of Coldstream	10,314	\$30,998	\$13,610**	None	None	Travel expenses Per diem provided
District of Kitimat	8,987	29,880	12,286	None	None	Travel expenses Per diem provided
District of Lake Country	9,606	26,601	10,463	iPads for all Council No cell phones	AD&D	\$225/mo. Mayor mileage and misc. expenses Travel expenses Per diem provided
City of Nelson	10,230	45,173	18,419	iPads for all Council Cell phone for Mayor	Medical, dental, extended health, AD&D	Travel expenses Per diem provided
Town of Qualicum Beach	8,502	22,983	13,890	Laptop and printer for all Council members. Cell phone for Mayor (no data plan \$30/mo.)	Medical, dental, etc. at Council member's expense	Travel expenses Per diem provided
City of Quesnel	10,007	42,666	14,638	iPads for all Council \$75/mo. allowance for Mayor for cell phone	None	Travel expenses Per diem provided
District of Sechelt	8,454	33,008	15,722**	iPads for all Council Cell phone for Mayor	Medical, dental, vision	Travel expenses Per diem provided
District of Sooke	9,704	20,320	10,160	iPads for all Council Cell phone for Mayor	None	Travel expenses Per diem provided
Town of View Royal	8,768	23,189	11,594	Cell phone for Mayor	AD&D	Travel expenses Per diem provided
City of Williams Lake	10,832	43,688	15,240	No response received.	No response received.	No response received.
Average	-	\$31,850	\$13,602			
Town of Ladysmith	8,077	\$24,172	\$12,470	Cell phone for Mayor	AD&D (min. of 3 to receive benefits through UBCM)	Travel expenses Per diem provided

*Note: Source of remuneration information - 2013 Statement of Financial Information Reports
** Average - different rates provided



Town of Ladysmith
STAFF REPORT

To: Ruth Malli, City Manager
From: Clayton Postings, Director of Parks, Recreation and Culture
John Manson, Director of Infrastructure Services
Date: February 25, 2014

Re: Golf Course Creek Culvert Failure

RECOMMENDATION(S):

THAT emergency repairs as a result of the Golf Course creek culvert failure be authorized to a maximum cost of \$75,000 and that the 2014-2018 Financial Plan be adjusted accordingly,

THAT Council direct staff to meet with the Executive of the Golf Course Society to review the creek crossing options contained within this report; and,

THAT the selected options be referred to the annual Financial Plan for Council's consideration.

PURPOSE:

To obtain Council approval to fund emergency repairs as a result of the Golf Course creek culvert failure; and Council direction to proceed with reviewing creek crossing options with the Executive of the Golf Course Society.

INTRODUCTION/BACKGROUND:

Original Design and Emergency Work

A number of years ago, the Town became aware of the failing culvert that crosses the Golf Course creek between the 7th tee box and the green. This crossing, which was constructed in the 1970's, is used by golfers and the green's keeper for access to the north side of the golf course for mowing (see Appendix "A").

The Town investigated a number of alternative approaches to mitigate the impending failure, including the investigation of the conversion of the upstream creek area into a detention pond. However, fisheries constraints prohibited this approach, which led to a recommendation to replace the culvert with either a fisheries acceptable culvert design ("Box Culvert") or a bridge type crossing. Funds were budgeted to start this work, however, design and material estimates indicated that there were insufficient funds to fully undertake the project and still meet the fisheries access requirements.

Staff planned to bring the matter back to Council for further consideration, however, the culvert collapsed and the embankment failed during heavy rainfall events in December. As a result of the culvert failure, approximately 30% of the embankment was carried downstream into Golf Course creek, and into Holland Creek, along with the remaining culvert pieces. Courser material was deposited in the creek channel downstream, and finer material was deposited into the marine environment. In addition, the steel "Rotary" pedestrian bridge, located across Golf Course creek (near Holland Creek) was impacted by the erosion of the downstream channel, and requires bank stabilization at both piers.

Following the collapse, staff brought in the fisheries consultant (who was already retained on the mitigation project) and plans were put in place to undertake emergency bank stabilization at the crossing location. The existing embankment was cut back to an interim safe angle, and the excess material placed between the baseball diamonds (off Dogwood Drive).

Staff have met again with the fisheries consultant, as well as representatives of the Ladysmith Sportsman Club, who have expressed an interest in assisting the Town with the remediation of the downstream section of the creek.

The emergency repair work within the creek channel is mostly completed. Not included in the emergency repair cost is the cost to remove or relocate the soil pile between the baseball diamonds.

In summary:

Items included in the 2014-2018 Financial Plan (approved)		
Year	Amount	Funding Source
2014	\$ 75,000	Gas Tax
2015	\$ 45,000	Gas Tax

Items to be included in the 2015-2019 Financial Plan (not approved)			
Year	Description	Amount	Funding Source
2015	Soil Relocation	40,000	Taxation
2015	Downstream Mitigation	75,000	Gas Tax
2015	Changes to Golf Course and restoration of creek crossing	To be recommended after consultation with Golf Course	To be decided

Creek Crossing Options

The Environmental Consultant retained to assist in the culvert replacement advised staff at the initiation of the project that the replacement crossing had to be able to pass fish in both directions, based on the assessment of fisheries resources in the creek. This effectively eliminated the option to dam the creek upstream of the crossing, or construct a conventional (round concrete) culvert replacement.

Staff originally considered two options for the replacement of the crossing, the first option was the replacement of the culvert with a concrete “box” culvert, constructed with a fisheries bottom, which facilitates the movement of fish, and the second option was to construct concrete walls on either side of the creek, and place a pedestrian bridge across the open channel, capable of use by the greens keeper (for mowing the greens on the west side). Other options such as a bottomless arch culvert were not considered due to cost.

The price for the supply of the concrete box culvert was approximately \$100,000. The supply of a pedestrian bridge was considered to be similar to the cost of the box culvert. With the box culvert option, considerable earth moving would be involved in removing the existing embankment, placement of the box culvert, and replacement of the earth fill to roughly the previous elevations. With the bridge option, the trail would have to be lowered down to the bridge, about 6 meters below the existing top of bank elevation. The trail would need to be rebuilt to allow for the elevation change on both sides of the creek, at about 15% maximum grade, to allow for access by the mowing equipment.

With the recent failure of the culvert, and the opening of the creek channel, we have now received indications from the Province and our fisheries consultant that a “box” style concrete culvert would not likely be approved, as the channel bottom is now re-establishing itself to a new elevation, and a ‘box’ culvert would prevent that process from continuing. The only option that appears feasible for crossing at this location would be the construction of a bridge, with concrete embankments (lock blocks) installed on each side, which would allow the creek to establish its natural gradient. *A longer, suspension type bridge might also be possible, which could be constructed at a higher elevation, but would likely require an alternate solution to provide for mower access across the creek. We estimated that the cost for a bridge option with the concrete retaining walls on both sides would be in the order of \$250,000-\$350,000.*

Other Crossing Opportunities

There were two separate crossings of the creek prior to the culvert failure, the other crossing is located upstream of the failed crossing, and is constructed in an area considerably less wide and steep. There is an existing wooden bridge crossing at this location, which could be upgraded fairly cost effectively to allow mower access.

Initial estimates for any creek crossing are as follows:

Box Culvert	Estimate \$250k-\$300k
"Upper" Grade Bridge crossing	Estimate \$450k
"Creek" Grade Bridge crossing	Estimate \$250k-\$350k
Existing Upper Creek bridge widened	Estimate \$30k

Impact on the Golf Course Operation

Currently the Ladysmith Golf Club is entering the 2015 golf season with a reduced number of golf holes and limited access to various parts of the course. With these restrictions the Club has indicated there will be a financial impact to the operations. The past few years have been difficult financially for the Club and this impact will only create further challenges.

SCOPE OF WORK:

The scope of work includes emergency restoration of the creek and consultation with Golf Society and consideration of options for crossing the creek.

ALTERNATIVES:

1. Direct staff to proceed with the emergency repair work only at this time;
2. Work with the Golf Club and investigate the options relating to having the entire golf clubs 9 holes located on the south side of the creek.

FINANCIAL IMPLICATIONS:

The summary of known costs is included previously.

If the option relating to moving the entire golf course to the south side of the creek is determined as an option, there may be some financial support required to assist with a redesign of the course.

CITIZEN/PUBLIC RELATIONS IMPLICATIONS:

The future of the golf course and use of this park land is important to the community as a whole. Any changes to the area should include public consultation.

INTERDEPARTMENTAL INVOLVEMENT/IMPLICATIONS:

Public Works would continue to conduct the capital improvements; Parks, Recreation & Culture would lead the consultation and assist in the parks planning and design process. Finance would be required to assist in securing funds to support the projects identified.

RESOURCE IMPLICATIONS:

The culvert restoration and potential replacement projects require Public Works staff and consulting resources. Parks Recreation and Culture staff time is required to initiate discussions with the Golf Course Executive, and potentially to prepare alternative golf course layouts should this be investigated.

ALIGNMENT WITH SUSTAINABILITY VISIONING REPORT:

The culvert restoration and Golf Course aligns with the goal of multi use landscapes.

ALIGNMENT WITH STRATEGIC PRIORITIES:

The culvert restoration aligns with strategic priority of Responsible Stewardship of the Environment.

SUMMARY:

The Town had intended to replace a failing culvert on Golf Course creek that provided pedestrian (golfer) and mower access to the north side of the course. The culvert has failed, and has resulted in the need to restore the downstream section of the creek. Emergency restoration is estimated at \$75,000 and staff are requesting Council approval to pay for this work.

The above noted costs do not include the restoration of the crossing, which is estimated to cost another \$250,000-\$450,000 depending on the crossing type selected. Staff are recommending further discussions with the Executive of the Golf Course Society, in view of the cost of the crossing restoration, which would be referred back to Council for 2015 budget deliberation.

I concur with the recommendation.



Ruth Malli, City Manager

ATTACHMENTS:



Appendix "A" - Site Map



TOWN OF LADYSMITH

BYLAW NO. 1872

A bylaw to amend "Ladysmith Fees and Charges Bylaw 2008, No. 1644"

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

1. Delete Schedule "1" of "Ladysmith Fees and Charges Bylaw 2008, No. 1644" and replace it with the following Schedule "1":

SCHEDULE "1"

TOWN OF LADYSMITH FEES AND CHARGES BYLAW NO. 1644

Item:	Fee:
Miscellaneous Fees:	
Copies of Extracts of Minutes	\$0.25/page
Copies of Bylaws and Council Minutes	\$0.25/page
Certificate of Outstanding Taxes	\$20.00
Fence Line Fee	\$75.00
Topographic Maps	\$25.00
Waterfront Area Plan	\$25.00
Holland Creek Area Plan	\$10.00
South Ladysmith Area Plan	\$10.00
Official Community Plan (including Schedule A.1 – DPAs)	\$35.00
Engineering Specifications	\$30.00
Comfort Letter	\$100.00
Memorial Park Bench	\$2,500.00
Zoning Bylaw	\$40.00
Official Community Plan and Zoning Bylaw Maps (Large Size)	\$15.00/map
NSF cheques/Returned items/Stop payments	\$25.00
Refunds of overpayments for property taxes	10% of refund amount up to \$25
Mortgage listings of property taxes owing (per folio)	\$3.00
Annual Property tax levies – Vancouver Island Real Estate Board	\$450.00
Property tax notice – copy of current year original	\$10.00
Subdivision trees	\$750/tree
Application Fees:	
Official Community Plan Amendment	\$2,000.00 + Advertising and Delivery Costs
Zoning Bylaw Amendment	\$2,000.00 + Advertising and Delivery Costs
Combined OCP/Zoning Bylaw Amendment	\$3,000 + Advertising and Delivery Costs

Subdivision – PLA	\$500.00 + \$250.00/lot
Subdivision – Approval, Extension, Form P	\$500.00
Development Permit- Multi-Unit, Commercial, Downtown, Industrial	\$1,000.00
Development Permit – High Street Intensive Residential	\$750.00
Development Permit – Riparian, Hazard Lands	\$250.00
Development Permit – Coach House Intensive Residential	\$250.00
Development Permit- Façade Improvement	\$100.00
Development Permit- Amendment	\$100.00
Development Variance Permit	\$750.00 + Delivery Costs
Board of Variance	\$750.00 + Delivery Costs
Temporary Use Permit	\$1,500.00 + Advertising and Delivery Costs
Strata Conversion	\$500.00 + \$250/unit
Boundary Extension Proposal	\$2,000.00 + \$50.00/hectare plus advertising and electoral approval costs
Liquor License Primary Referral Review	\$250.00
Community Consultation	\$1,500 + Advertising Costs
ALR Application – Subdivision/Non-Farm Use	\$600.00 + ALR Fees
ALR Application - Exclusion	\$2,000.00 + ALR Fees
Film Permit	\$250.00
Revitalization Tax Exemption Application Fee	\$250.00
Sign Permit	\$100.00
Real Estate Sign	\$20.00/agency
Temporary Sign/Banner Deposit	\$10 + \$100 performance bond per sign/banner
Ladysmith Visioning Report	\$25.00
Note: All fees are subject to applicable taxes	

2. Citation

This bylaw may be cited for all purposes as “Ladysmith Fees and Charges Bylaw 2008, No. 1644, Amendment Bylaw 2015, No. 1872”.

READ A FIRST TIME on the 16th day of February, 2015

READ A SECOND TIME on the 16th day of February, 2015

READ A THIRD TIME on the 16th day of February, 2015

ADOPTED on the _____ day of _____, 2015

Mayor (A. Stone)

Corporate Officer (S. Bowden)



Nanaimo Airport
P.O. Box 149 3350 Spitfire Rd
Cassidy, BC Canada V0R 1H0
Ph (250) 245-2157 Fax (250) 245-4308

February 6, 2015

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



Attention: Mayor Aaron Stone

Re: Request for letter of support for the Nanaimo Airport Expansion Project

Dear Mayor Stone,

The Nanaimo Airport Commission (NAC) is requesting letters of support for the Nanaimo Airport Expansion Project. The NAC has applied for a grant from the Building Canada Fund and hopes to provide letters of support from sectors within the community.

The Nanaimo Airport is an essential part of the regional economic infrastructure. Growth of the airport is seen as an integral part of Central Vancouver Island's regional economic development strategy. Increased air service can enhance the growth potential of the region, which in turn will increase the demand for air travel, thus creating a sustainable regional economy. Further information regarding the project is attached to this document.

We would appreciate a letter from your organization to support our submission.

Some key messages you may want to reference in your support letter include:

- The Nanaimo Airport is an integral part of the Central Vancouver Island's regional economic development strategy.
- Growth of air service access can enhance the overall growth potential of the region.
- During peak times of the day, the capacity of the terminal building is not sufficient to handle the current passenger volume.
- Nanaimo Airport Commission's projections of 300,000 passengers in 2015 will place growth six years ahead of previous forecasts.

- Nanaimo Airport Commission's planned expansion will address these critical issues and be a catalyst for economic growth.
- Urge the Nanaimo Airport Commission to actively pursue support from all levels of government, elected representatives, and funding agencies to make the expansion plan a reality.

Thank-you for taking the time to consider this request.

If you have any questions or concerns, please contact Mike Hooper, President & CEO.
(250) 245-4191.

Sincerely,



John Craig
NAC Board Chairman
(250) 713-0300
jcraig@shaw.ca

Cc: M.K. Hooper (President & CEO)

AIRPORT EXPANSION PROJECT

Building Canada Fund Submission Overview

RECEIVED

FEB 16 2015

TOWN OF LADYSMITH

Thanks to partnerships with the federal and provincial governments and the Island Coastal Economic Trust, Nanaimo Airport today stands as an important driver in the Central Vancouver Island economy.

That's just the beginning of the story, though. By continuing to work together, the airport will continue to grow as *the* engine for the regional economic development of tomorrow.

Our proposed \$11-million Terminal Building Expansion represents the first stage of a community-driven project that fulfills three critical priorities: regional economic development; economic stimulus through infrastructure construction; and meeting escalating demand for air service through the next decade.

Like previous investments at the airport, it's one with significant return -- in this case, we expect to generate more than 2,000 jobs and \$150 million in economic activity to the region by 2020.

It will also be another impressive chapter in the ongoing partnership between Nanaimo Airport Commission (NAC), the New Building Canada Fund and the provincial government -- a partnership that has already transformed our airport into a vital regional cornerstone.

Thanks to their funding and support, the airport went from being an "economic brake" on Vancouver Island, plagued by unreliability and underperformance, to an industry-leading facility that has attracted major air carriers and better meets the needs of residents and businesses in the mid island region.

The backing from our partners, along with NAC's success in leveraging funds, provided a number of improvements, from the runway extension and instrumentation to terminal upgrades, parking, water and sewer lines. These projects were all completed on time and on budget, a demonstration of the airport's strict financial management and controls.

But there was also an important intangible benefit from the funding: confidence. Once the earlier upgrades were complete, our community and the transportation industry looked at the airport with a new belief in our ability to deliver.

WestJet, pursued aggressively by many airports, chose Nanaimo for a new link between the Island and Calgary. Air Canada added services to Calgary, on top of their existing eight daily flights to Vancouver. Kenmore Air touched down with direct flights to Seattle. As a result, the 250,000 people in the region we serve can now easily access travel hubs that connect them to the rest of the world.

January 14, 2015

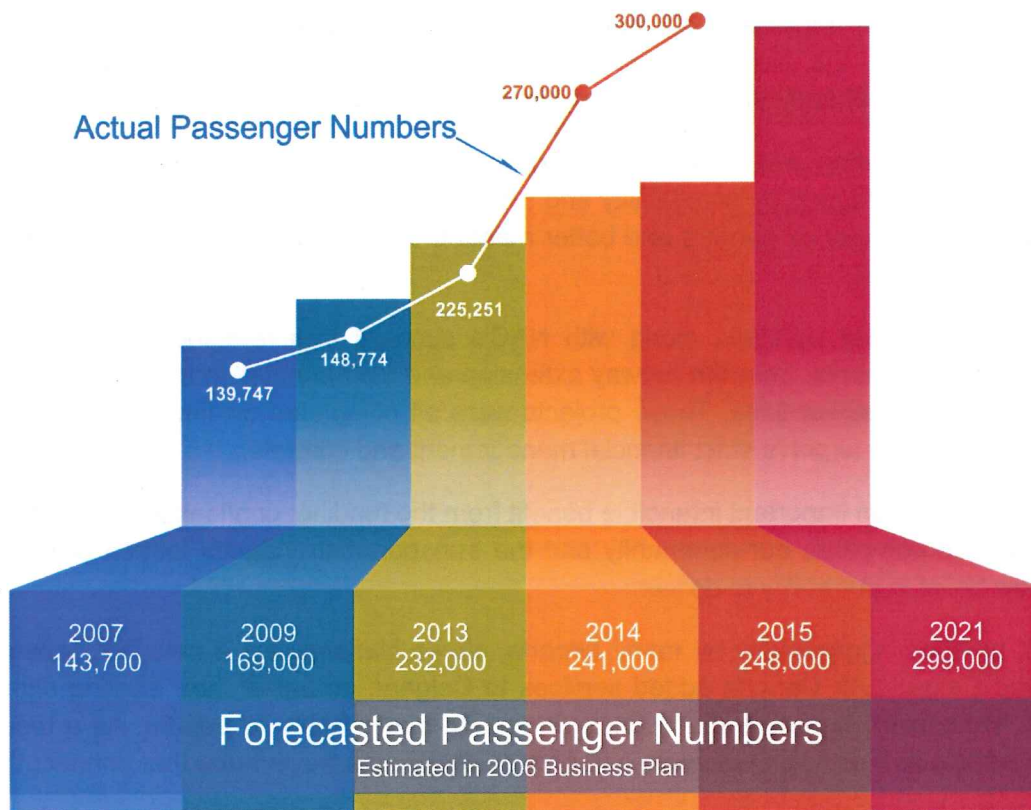


And they're doing just that. More than 270,000 passengers went through our gates in 2014, nearly doubling the numbers from 2006. Our projection of 300,000 passengers in 2015 puts us six years ahead of previous forecasts.

The increased market access and air traffic has paid off for the commercial sector too. Businesses have started or expanded to capitalize on the regional growth spurred by the soaring demand for air service in the central Island.

We're also proud to have entered into a Memorandum of Understanding with the Stu'minus First Nation regarding mutual interests and support, a reflection of our commitment to community engagement, consultation, and corporate social responsibility.

It's an impressive list of accomplishments, but it is not yet finished. To continue to meet the demand for service at our airport - we expect 450,000 passengers annually by 2020 -- we again look to our partnerships. Investment from the 2015 Building Canada Fund will continue the success story to ensure the Nanaimo Airport remains a major economic catalyst for the central Island into the future.



AIRPORT EXPANSION PROJECT

The Nanaimo Airport is an essential part of the regional economic infrastructure and the growth of the Nanaimo Airport is seen as an integral part of Central Vancouver Island's regional economic development strategy. Growth of air service access can enhance the growth potential of the region, which in turn will increase the demand for air travel, thus creating a sustainable regional economy.

Airports facilitate economic growth at a regional level but also act as magnets for a wide range of economic activities.

The presence of the Nanaimo Airport plays a critical role in:



AIRPORT EXPANSION PROJECT

why invest in the airport?



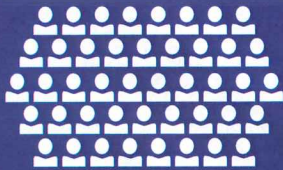
154,761
passengers (2008)



270,000
passengers (2014)

190%
increase in passengers

2015 Building Canada Fund investment



>450,000
passengers (2020)



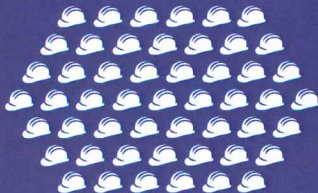
2006 Economic Impact employment
580 Jobs
with a Gross Revenue \$41.0M¹



2015 Estimates*
1360 Jobs
with a Gross Revenue \$97.8M¹
*based on passenger numbers

245%
increase in Employment

2015 Building Canada Fund investment



2020 Estimates*
>2000 Jobs
with a Gross Revenue >\$150M¹
*based on passenger numbers

*Although the Nanaimo Airport is a major generator of economic prosperity through the direct and measureable economic contribution, the most important function is the role the Nanaimo Airport plays in securing accessibility **that allows other businesses to develop.***

¹ These estimates represent the sum of the direct, indirect and induced economic effects of the airport operator and its tenant businesses

AIRPORT EXPANSION PROJECT

key points

- Although the Nanaimo Airport is a major generator of economic prosperity through the direct and measureable economic contribution, the most important function is the role the Nanaimo Airport plays in securing accessibility that allows other businesses to develop. Growth at the Nanaimo Airport is critical to current and future growth of the regional communities.
- \$11 million investment in the Nanaimo Airport will improve success of other regional projects that rely on transportation as a key to their growth. Examples of these projects include: student access for Vancouver Island University; the cruise ship terminal; and Vancouver Island Conference Centre.
- Access to markets and external/international transport links are regarded as “absolutely essential” to businesses making location decisions. The catalytic effects of an airport operates largely through enhancing business efficiency and productivity by providing easy access to suppliers and customers, particularly over medium and long distances. Global access is a key factor for locating a business.
- Airports create a strategic advantage which enable them to act as attractors of a broad range of economic activity.
- Good quality air passenger and freight services will allow the Central Vancouver Island Region to offer skilled labour and support to LNG projects across BC.
- Good connectivity, can act as a powerful magnet for economic growth.
- Global accessibility is important for regional economies.
- The financial and business service sectors often make the greatest use of air transport and for whom accessibility to air services will have the strongest influence on location decisions.
- The use of air freight as a means of transport is increasing, particularly for high value, low weight goods or those requiring urgent transport.
- Air access adds to the quality of life of regional citizens by enabling convenient travel.
- We anticipate there will be 3 Phases to the Nanaimo Airport Expansion Project program including; Phase 1 – Terminal Building Expansion (\$11M), Phase 2 – Airside Improvements to Runway and Apron areas (\$10M), Phase 3 – Groundside Improvements to Roads, Parking and utilities (\$28M).
- To reach this objective, the Nanaimo Airport Commission has prepared a Phase 1 project budget of \$11 million and will be requesting funding for 2/3 of that amount from the Building Canada Fund.



Air Terminal Building Expansion project overview:

Convenient, effective air travel is a conduit for residents, businesses, workers and visitors to the Mid-Island Region and is necessary to support continued regional economic development. The rapid and continued growth at the Nanaimo Airport has resulted in the actual passenger numbers being five years ahead of projections.

During the current peak times of day, the capacity of the terminal building is not sufficient to handle the current passenger volume, and additional flights have been announced. As passenger demand continues to grow, the terminal building will be expanded to allow for an additional security screening room, increased passenger queuing areas and an expanded passenger departure lounge.

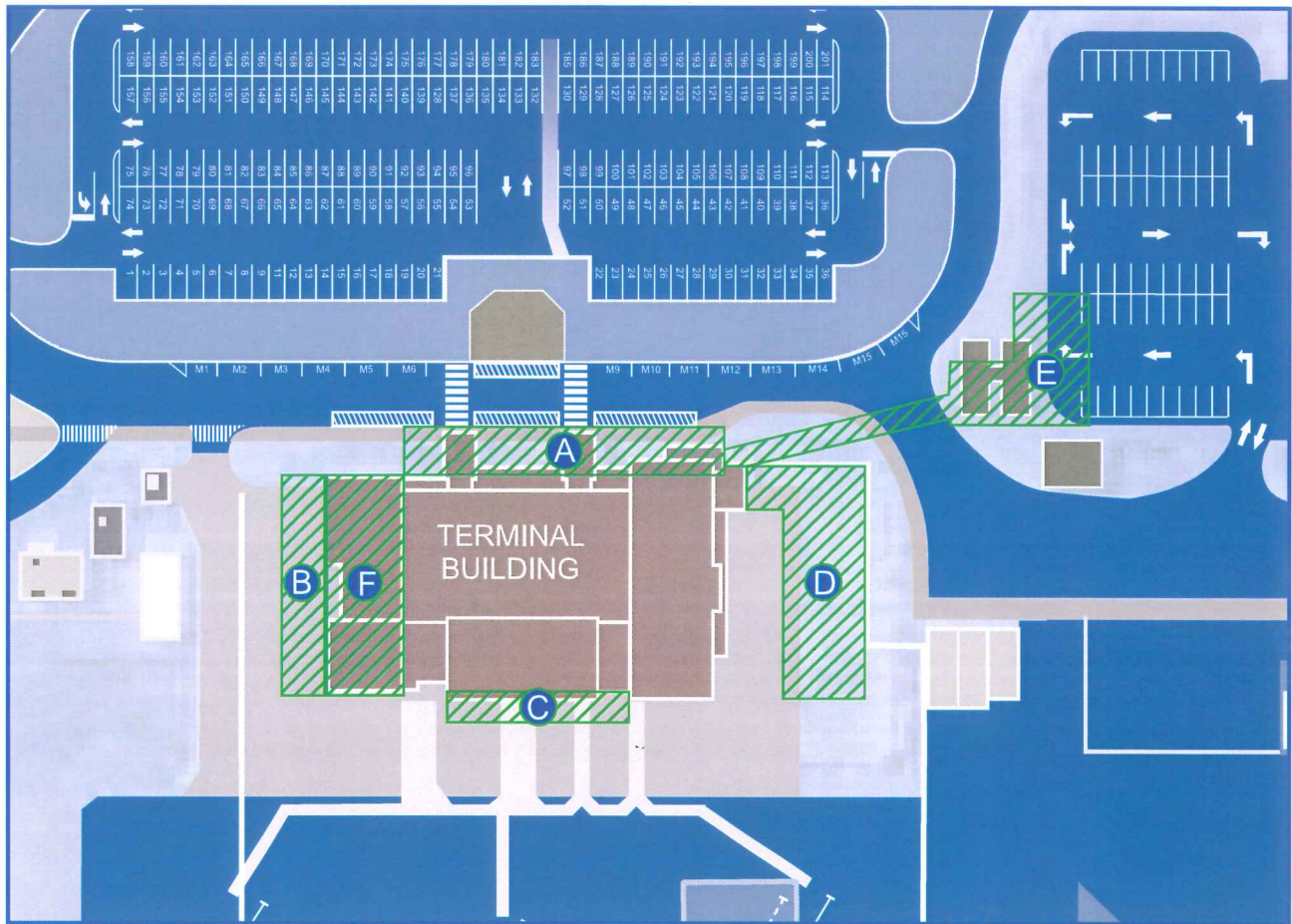
SITE MAP OVERVIEW



3350 Spitfire Rd, Cassidy BC

“During the current peak times of day, the capacity of the terminal building is not sufficient to handle the passenger volume.”

TERMINAL BUILDING:



PROJECT DETAILS

- A ATB Main Expansion - Triple queuing area, relocate security office, establish check bag drop point, and increase passenger and vehicle flow
- B Baggage Make up Area - Expand security area to process forecasted passenger volumes at peak times and triple baggage make up area
- C Departure Lounge - Expand passenger departure lounge and increase services
- D Customs Hall - Develop area that can process a minimum of 150 passengers at time, either domestic or international
- E Car Rental Facility - North of the existing terminal building
- F Expanded offices and passenger areas

Project Cost: \$11 Million

Project Initiation 2015

LICENCE OF USE

THIS AGREEMENT made the ____ day of _____, 2015.

BETWEEN:

TOWN OF LADYSMITH
PO Box 220, 410 Esplanade
Ladysmith, British Columbia V9G 1A2

("Ladysmith")

OF THE FIRST PART

AND:

DAVID LYNWOOD JENKINS and CAROLE JENKINS
PO Box 1675, 1 – 1140 Trans Canada Highway
Ladysmith, British Columbia V9G 1B2

AND:

BARRY JOHN HOPPER and JANET HOPPER
2 – 1140 Trans Canada Highway
Ladysmith, British Columbia V0R 2E0

(collectively, the "**Licensees**")

OF THE SECOND PART

WHEREAS :

- A. Ladysmith owns a certain highway lying adjacent to the Property, which highway includes boulevards and is known as Second Avenue (the "**Highway**").
- B. David Lynwood Jenkins and Carole Jenkins are the owners of the property legally described as:
PID: 023-152-281
Strata Lot 1, District Lot 139, Oyster District, Strata Plan VIS3765
("**Lot 1**"); and

Barry John Hopper and Janet Hopper are the owners of the property legally described as:
PID: 023-152-290
Strata Lot 2, District Lot 139, Oyster District, Strata Plan VIS3765
("**Lot 2**")

(collectively, the "**Property**")
- C. Ladysmith has authority under section 35(11) of the *Community Charter*, to permit encroachments upon and/or to grant a licence of occupation or easement in respect of the Highway;

- D. The Licensees have requested that Ladysmith grant a licence to encroach upon, use and occupy a portion of the Highway for the purpose of improving, using and maintaining an existing stairway (the "Stairway");
- E. Ladysmith has agreed to grant the Licensees a licence of occupation over a portion of the Highway on the terms hereinafter set forth.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the fee paid by the Licensees to Ladysmith and in consideration of the premises and covenants and agreements contained in this agreement (the "**Agreement**"), Ladysmith and the Licensees covenant and agree with each other as follows:

1.0 GRANT

- 1.1 Ladysmith, subject to the performance by the Licensees of the terms, conditions, covenants and agreements contained in this Agreement hereby grants to the Licensees a non-exclusive licence to occupy that portion of the Highway marked as "Stairs" on the drawing attached hereto as Schedule "A" (the "**Licence Area**") for the purpose of the Licensees' improvement to and use of the Stairway.

2.0 FEE

- 2.1 The Licensees shall pay to Ladysmith an annual fee of _____ dollars (\$____), upon execution of the Agreement and thereafter annually on the anniversary of the date of execution.

3.0 TERM

- 3.1 The Term of the licence granted under this Agreement shall be _____ (____) years, subject to earlier termination as provided herein.

4.0 RENEWAL

- 4.1 This Agreement may be renewed on the same terms herein by mutual agreement of the parties in writing, such agreement to be executed no less than 30 (thirty) days prior to the expiry of the Term.

5.0 LICENSEES

- 5.1 In this Agreement, "Licensees" refers to David Lynwood Jenkins, Carole Jenkins, Barry John Hopper and Janet Hopper collectively, and "Licensee" refers to David Lynwood Jenkins, Carole Jenkins, Barry John Hopper and Janet Hopper individually, as the context requires.

6.0 COVENANTS OF LICENSEES

- 6.1 The Licensees covenant and agree that this Agreement shall not in any way restrict the right of Ladysmith or require Ladysmith at any time to:

- (a) Alter any road or boulevard abutting or adjoining the Licence Area and notwithstanding the effect of such alteration may be to render the Stairway useless or of less value for the purposes of the Licensees;
 - (b) Inspect, construct or maintain any form of structure, service or utility on, over or under any portion of the Highway including the Licence Area and, for such purpose, Ladysmith may require that the Stairway be removed at the Licensees' cost, in part or in whole, where such removal is necessary for Ladysmith's performance of its legal obligations or statutory duties or functions; and
 - (c) Permit other encroachments or use of the Licence Area and Highway.
- 6.2 In the event of Ladysmith effecting any such alteration of or construction on the Highway, or requiring removal of all or part of the Stairway, or permitting other encroachments or uses of the Licence Area and Highway, the Licensees will release and forever discharge, and hereby release and forever discharge, Ladysmith from all manner of claims of any nature whatsoever, which may arise by reason of such alterations, or requirement for removal of the Stairway, or other encroachments or uses of the Licence Area and Highway.
- 6.3 The Licensees covenant and agree with Ladysmith that they shall:
- (a) Carry out the repair and improvement of the Stairway in a proper and workmanlike manner and in compliance with all directions from Ladysmith;
 - (b) Use only materials approved in advance by Ladysmith for upgrading and improving the Stairway;
 - (c) Maintain the Stairway in good and sufficient repair to the satisfaction of Ladysmith;
 - (d) Not install, construct, erect, alter, remove or replace any structure unless authorized in advance by Ladysmith;
 - (e) Make good, at their own expense, all damage or disturbance which may be caused to the surface of the Highway and Licence Area in the exercise of its rights hereunder;
 - (f) Upon expiration or earlier termination of this Agreement, remove the Stairway from the Licence Area and, at their own expense, restore the Licence Area to a condition similar to the Highway surrounding the Licence Area;

- (g) Not do or allow to be done anything that may become a nuisance or annoyance to adjoining properties; and
 - (h) Observe, abide by and comply with all laws, bylaws, regulations, orders, directions and requirements of any public authority having jurisdiction which in any way affect the Licensees' use or occupation of the Stairway.
- 6.4 The Licensees and each of them are jointly and severally liable for the due performance of all obligations of the Licensees under this Agreement, and for any loss, damages or costs incurred by Ladysmith arising out of the use and occupation of the Stairway and Licence Area however incurred.
- 6.5 Should the Licensees fail to satisfy the any of the requirements of paragraph 6.3, Ladysmith may, upon ten days (10) written notice to the Licensees do any work necessary to fulfill the requirement as determined in the sole discretion of Ladysmith, including to make the necessary repairs or remove the Stairway.
- 6.6 The Licensees shall pay the costs of work performed by Ladysmith under paragraph 6.5 to Ladysmith forthwith and agree that, if in default of payment, the amount of such cost may be recovered in any Court of competent jurisdiction.
- 6.7 Nothing in this Agreement shall impose any duty or obligation upon Ladysmith to maintain or inspect the Stairway, or provide advice or direction to the Licensees regarding the maintenance or inspection of the Stairway, all of which shall be the sole responsibility of the Licensees notwithstanding any actions taken from time to time by Ladysmith pursuant to sections 6.1 to 6.4 inclusive.

7.0 TERMINATION

- 7.1 This Agreement may be terminated by Ladysmith by providing thirty (30) days notice in writing to the Licensees at the addresses first written above.
- 7.2 This Agreement may be terminated by a Licensee by providing thirty (30) days notice in writing to Ladysmith at the address first written above.
- 7.3 If one or more of the Licensees gives notice to terminate, the Agreement will continue to be effective as between Ladysmith and the remaining Licensees.
- 7.4 If all Licensees give notice to terminate the Agreement, the Licensees shall remove the Stairway in accordance with section 6.3(f).
- 7.5 Subject to section 8.1, upon the sale of the Property, this Agreement will automatically terminate and the Licensees shall remove the Stairway in accordance with section 6.3(f).

7.6 Despite section 7.5 and subject to section 8.1, if any of the Licensees dispose of their interest in the Property the Agreement shall continue to be effective between Ladysmith and the remaining Licensees.

8.0 ASSIGNMENT

8.1 In the event that either or both of Lot 1 or Lot 2 are sold, the Licensees may, with the consent of Ladysmith, such consent not to be unreasonably withheld, assign the licence to the purchaser(s) by way of written addendum to this Agreement.

8.2 If the purchaser does not enter into an agreement with Ladysmith for assignment of the licence prior to the closing date, sections 7.3 and 7.4 shall apply.

9.0 INSURANCE

9.1 The Licensees shall maintain through the Term liability insurance with limits of no less than \$2,000,000 (two million dollars) per occurrence, inclusive of bodily injury, death and property damage. The coverage must insure the Licensees with respect to liability arising out of the Licensees' use and occupation of the Licence Area and Ladysmith must be added as an additional insured to the policy.

9.2 The Licensees must provide Ladysmith with evidence of the insurance in accordance with section 9.1 on an annual basis or when any coverage changes occur. The insurance must not be cancelled or changed without 30 days notice to Ladysmith.

9.3 In the event that the Licensees are unable to obtain sufficient insurance, the Agreement shall terminate and the Licensees shall remove the Stairway in accordance with section 6.3(f).

10.0 INDEMNIFICATION

10.1 The Licensees agree to release and save harmless Ladysmith, its elected and appointed officials, agents and contractors from and against all manner of liability, actions, causes of action, demands, damages, losses, costs or expenses (including legal costs on a solicitor-client basis) for property damage, personal injury, including severe bodily injury or death in any way occurring, arising out of the use of or attributable to the use or occupation of the License Area and the Stairway by the Licensees.

10.2 The Licensees agree to indemnify Ladysmith from and against all claims of actions, causes of action, expenses (including legal costs on a solicitor-client basis), damages, loss, including sever bodily injury or death, suffered by any person, including members of the general public, sustained while using the Licence Area, including if such injury or loss is

caused by the negligence of Ladysmith, its employees, elected and appointed officials, agents or contractors.

10.3 The provisions of sections 10.1 and 10.2 shall survive the expiry or earlier termination of this Agreement.

11.0 NOTICE

11.1 Any required notice may be given by delivering the notice in writing to the addresses first written above or such other addresses as the parties may provide in writing from time to time.

12.0 INTERPRETATION

- 12.1 (a) That when the singular or neuter are used in this Agreement they include the plural or the feminine or the masculine or the body politic or corporate where the context or the parties require.
- (b) The headings to the clauses in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any provision of it.
- (c) That this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, successors, administrators and permitted assignees.
- (d) This Agreement shall be construed in accordance with and governed by the laws applicable in the Province of British Columbia.
- (e) All provisions of this Agreement are to be construed as covenants and agreements as though the word importing covenants and agreements were used in each separate paragraph.
- (f) A provision in this Agreement granting Ladysmith a right of approval must be interpreted as granting a free and unrestricted right to be exercised by Ladysmith in its discretion.
- (g) This is the entire agreement between the parties.

13.0 COUNTERPART

13.1 This Agreement may be executed in counterparts and when the counterparts have been executed by the parties, each originally executed

counterpart, whether a facsimile, photocopy or original, will be effective as if one original copy had been executed by the parties to this Agreement.

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

TOWN OF LADYSMITH, by its authorized signatories)

Name:)

Name:)

SIGNED, SEALED AND DELIVERED in the presence of:)

Witness Name:)

Occupation)

Address)

(as to both signatures)

DAVID LYNWOOD JENKINS

CAROLE JENKINS

SIGNED, SEALED AND DELIVERED in the presence of:)

Witness Name:)

Occupation)

Address)

(as to both signatures)

BARRY JOHN HOPPER

JANET HOPPER

SCHEDULE A

