



# 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, JULY 20, 2015  
Regular Open Meeting 7:00 p.m.  
Closed Meeting Immediately Following Regular Meeting

## AGENDA

1. CALL TO ORDER
2. AGENDA APPROVAL
3. MINUTES
  - 3.1. Minutes of the Regular Meeting of Council held July 6, 2015 .....1 - 7
4. DELEGATIONS
5. STAFF REPORTS
  - 5.1. Holland Creek Area Plan - Traffic Study .....8 - 14

Staff Recommendation:

That Council provide direction on option one or two:

Option One: That staff coordinate a Traffic Study for the Holland Creek Area Plan, which will incorporate all major development proposals for this area, require that the developers agree to cover the cost of the study (paid in advance), that the purchasing policy be waived to award the study to Boulevard Transportation Group of Victoria, and that the study generally follow the terms of reference as outlined in this report;

Option Two: That Council defer consideration of this matter to the next meeting of Council, where a comprehensive report on the OCP and rezoning application will be considered.

- 5.2. Special Occasion Licence Applications ..... 15 - 16

Staff Recommendation:

That Council consider approving the following special occasion licence applications:

- Ladysmith Downtown Business Association (LDBA) for a beverage garden to take place at the Arts on the Avenue "Light Up the Night" event to be held August 22, 2015 from 6:00 p.m. to 10:00 p.m.

- Ladysmith Kinsmen Club for a beverage garden to take place at the Ladysmith Car Show to be held August 15, 2015 from 11:00 a.m. to 4:00 p.m.

**6. BYLAWS**

- 6.1. Business License Bylaw 2003, No. 1513, Amendment Bylaw 2015, No. 1870 ..... 17 - 18**  
May be adopted.

The purpose of Bylaw 1870 is to amend the Town of Ladysmith Business License Bylaw in order to facilitate the establishment of a Bar Watch Program in the Town of Ladysmith.

- 6.2. Parks Usage Bylaw 1995, No. 1158, Amendment Bylaw 2015, No. 1882 .....19**  
May be read a first, second and third time.

The purpose of Bylaw No. 1882 is to amend the Parks Usage Bylaw to clarify on and off lease areas for dogs in the community.

- 6.3. Dog Licencing, Control and Pound Bylaw 1995, No. 1155, Amendment Bylaw 2015, No. 1883.....20**  
May be read a first, second and third time.

Council will recall that at the March 16, 2015 Council meeting, the following resolution was adopted:

*That Council authorize an increase to dog licence fees of \$4.00 per licence effective 2016 and that the additional revenue be used for the development of a fenced dog park (i.e. construction/signage) and to offset the increase to the parks operations budget due to the addition of new parks facilities.*

The purpose of Bylaw No. 1883 is to increase dog licensing fees by \$4.00 as per Council direction.

- 6.4. Community Centre and Facilities Fees and Charges Bylaw 2015, No. 1884 ..... 21 - 23**  
May be read a first, second and third time.

The purpose of Bylaw 1884 is to establish updated fees and charges for the use of the Frank Jameson Community Centre and other Town of Ladysmith recreation facilities. The fees contained in Bylaw 1884 were approved by Council at a previous meeting.

**7. CORRESPONDENCE**  
None

**8. NEW BUSINESS**

**9. UNFINISHED BUSINESS**

**9.1. Ladysmith Bio-Solids Composting Facility ..... 24 - 36**

Council will recall that in 2012, Staff worked with the member municipalities within the Cowichan Valley Regional District to determine the eligible capital projects for the Regionally Significant Project (RSP) grant fund - a funding opportunity for large-scale projects with a regional impact that contribute to cleaner air, cleaner water and/or lower ghg emissions. One of the selected and approved projects was the Ladysmith Bio-Solids Composting Facility. As it was a regional project, the original agreement was between the CVRD and Federal Government/UBCM. In 2014, the Federal Government changed the Gas Tax agreement, and, during that time, it was determined that this project best fit as a purely Ladysmith project, rather than funding from UBCM via the CVRD. This project was originally included in the 2014-2018 capital plan and again in the 2015-2019 capital plan for a total cost of \$800,000 with \$600,000 from grant revenues and the remainder from sewer revenues. This new grant funding agreement is for \$570,224 to construct a composting facility at the Public Works Yard, including odour control, building and equipment by June 30, 2017. Agreement attached for reference.

Staff Recommendation:

That Council direct staff to execute the Ladysmith Bio-Solids Composting Facility grant funding agreement and that the Mayor and Corporate Officer be authorized to sign the agreement.

**10. 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.

**11. CLOSED SESSION**

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:

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

## **12. RISE AND REPORT**

### **ADJOURNMENT**



TOWN OF LADYSMITH  
MINUTES OF A REGULAR MEETING OF COUNCIL  
MONDAY, JULY 6 2015  
COUNCIL CHAMBERS, CITY HALL  
CALL TO ORDER 7:00 P.M.

**COUNCIL MEMBERS PRESENT:**

Mayor Aaron Stone	Councillor Steve Arnett	Councillor Cal Fradin
Councillor Joe Friesenhan	Councillor Carol Henderson	Councillor Duck Paterson

**COUNCIL MEMBERS ABSENT:**

Councillor Rob Hutchins

**STAFF PRESENT:**

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

**CALL TO ORDER**

Mayor Stone called this Special Council Meeting and Public Hearing to order at 7:00 p.m. and acknowledged the traditional territory of the Stz'uminus First Nation.

**AGENDA APPROVAL**

**CS 2015-238**

*Moved and seconded:*

That the agenda for the Regular Council Meeting of July 6, 2015 be approved as amended by the following addition:

11.2 Reconsideration of a Motion to Withhold a Building Permit (June 22, 2015 Council Meeting and Public Hearing)

10.3 Recognition of a Local Volunteer

10.4 Derelict and Abandoned Vessels

11.2 Preparation of a Bylaw to Protect Areas Subject to Erosion and Land Slip

*Motion carried.*

**MINUTES**

**CS 2015-239**

*Moved and seconded:*

That the minutes of the Regular Meeting of Council held June 15, 2015 be approved as circulated.

*Motion carried.*

**CS 2015-240**

*Moved and seconded:*

That the minutes of the Special Meeting and Public Hearing held June 22, 2015 be approved as circulated.

*Motion carried.*

## DELEGATIONS

Sybille Sanderson, Emergency Program Coordinator, Cowichan Valley Regional District

### Legislated Responsibilities for Emergency Management and Planning

Sybille Sanderson provided an overview of Council's legislated responsibilities with respect to Emergency Planning and Management, and responded to questions about Emergency Planning and Management, and the recent north Ladysmith fire that caused activation of the Emergency Operations Centre in Ladysmith.

Council thanked Ms. Sanderson for her presentation, and for her dedication to keeping the community safe during recent events.

Rosalie Sawrie, One Cowichan

### Recommendations for Making the Cowichan Region the Solar Capital of British Columbia

Ms. Sawrie reviewed One Cowichan's objective and initiatives for engaging citizens in issues of concern to the community and provided an overview of the organization's recommendations to increase solar energy use in the Cowichan Region, by making Cowichan the Solar Capital of British Columbia. Ms. Sawrie responded to questions from Council.

Mayor Stone volunteered to be a champion for solar energy in the Cowichan Region.

Council thanked Ms. Sawrie for her presentation and the organization's initiatives.

## DEVELOPMENT APPLICATIONS

Development Permit Application 3060-15-06, 325 Gatacre Street (Marrington)

Lot 7, Block 73, District Lot 56, Oyster District, Plan 703A

*Moved and seconded:*

CS 2015-241

That Council issue Development Permit 3060-15-06 to permit the issuance of a building permit for the construction of a coach house dwelling in an existing accessory building on Lot 7, Block 73, Oyster District, Plan 703A 325 Gatacre Street, and authorize the Mayor and Corporate Officer to sign the Development Permit.

### AMENDMENT

*Moved and seconded:*

CS 2015-242

That resolution CS2015-241 be amended to read as follows:  
That Council issue Development Permit 3060-15-06 to permit the issuance of a building permit for the construction of a coach house dwelling in an existing accessory building on Lot 7, Block 73, Oyster District, Plan 703A 325 Gatacre Street, that the Development Permit include a requirement for frosting or otherwise obscuring the second storey windows on the east side to discourage overlook, and authorize the Mayor and Corporate Officer to sign the Development

Permit.  
*Amendment carried.*  
*Motion as amended carried.*

Development Variance Permit Application 3090-15-02, 509 French Street (Sedola)

Lot 5, Block 127 Oyster District, Plan 703A

*Moved and seconded:*

CS 2015-243 That Council direct staff to proceed with statutory notice for Development Variance Permit 3090-15-02 for Lot 5, Block 127, Oyster District, Plan 703A (509 French Street).

*Motion carried.*

COMMITTEE REPORTS Recommendations from the Parks, Recreation and Culture Commission

*Moved and seconded:*

CS 2015-244 That Council approve the following amendments to Town of Ladysmith Community Centre Facilities Fees and Charges Bylaw 2014, No. 1846, as recommended by the Parks, Recreation and Culture Commission:

1. Increase admission and pass fees by two per cent effective September 1<sup>st</sup>, 2015, September 1<sup>st</sup>, 2016 and September 1<sup>st</sup>, 2017 for Adult, Youth, Child Family and Senior (and continue to not charge for children under three or seniors over eighty);
2. Increase facility rental fees, park permit fees, and sport field lights by two percent effective September 1<sup>st</sup>, 2015, September 1<sup>st</sup>, 2016 and September 1<sup>st</sup>, 2017; and
3. Add "locker" fee rental to Fees & Charges Bylaw with a rate of fifty cents per use for full sized lockers and twenty-five cents for medium to small lockers.

*Motion carried.*

Councillor Paterson declared a conflict of interest with the following agenda item and excused himself from the meeting.

*Moved and seconded:*

CS 2015-245 That Council approve the proposal for chainsaw artist Dan Richie to create a permanent carving for the Town, to be located at the Steam Donkey on Transfer Beach Boulevard, in conjunction with Logger Sports 2015, as recommended by the Parks, Recreation and Culture Commission.

*Motion carried.*

Councillor Paterson returned to the meeting.

Recommendation from the Municipal Services Committee

*Moved and seconded:*

CS 2015-246 That Council approve the request from the Ladysmith Golf Club to

extend the current maintenance agreement with the Town of Ladysmith for the provision of maintenance services for the Ladysmith Golf Club with no associated fees for a further two-year period and authorize the Mayor and Corporate Officer to sign the renewal agreement, as recommended by the Municipal Services Committee.

*Motion carried.*

Councillor Arnett requested that the Town write a letter of congratulations to the Ladysmith Maritime Society for a highly successful Kids' Pirate Day and for providing such quality entertainment for the children of the community.

## STAFF REPORTS

CS 2015-247

### Bar Watch Program

*Moved and seconded:*

That Council

1. Approve the Ladysmith Bar Watch Program as presented;
2. Direct staff to send letters to all Ladysmith liquor-primary establishments to advise them of the Town's implementation of the Bar Watch Program and associated bylaw and request their participation in the program; and
3. Appoint a member of Council to act as liaison to the Bar Watch Program.

*Motion carried.*

CS 2015-248

### Canada 150 Celebration

*Moved and seconded:*

That Council:

1. Direct staff to submit an application for funding through the Canada 150 Fund to support a community event to celebrate Canada's 150<sup>th</sup> anniversary of confederation (sesquicentennial) on Canada Day in 2017; and
2. Approve the establishment of a committee consisting of members of the Ladysmith community to assist with planning and community engagement for a sesquicentennial celebration event during the next two years.

*Motion carried.*

CS 2015-249

### Financing the Purchase of Properties

*Moved and seconded:*

That Council:

1. Enter into a loan agreement with the Municipal Finance Authority for an amount up to \$920,000 for a maximum period of 5 years, ending in July 2020, to purchase the properties located at 721 First Avenue, 12 Buller Street, 20 Buller Street, and 26 Buller Street, Ladysmith, as authorised by section 175 of the *Community Charter*;
2. Acknowledge that, in accordance with section 175 of the *Community Charter*, the term of this loan may not be extended

without the approval of the electors; and,  
3. Amend the Financial Plan accordingly.  
*Motion carried.*

**BYLAWS**

**Business License Bylaw 2003, No. 1513, Amendment Bylaw 2015, No. 1870**

*Moved and seconded:*

**CS 2015-250**

That Town of Ladysmith Business License Bylaw 2003, No. 1513, Amendment Bylaw 2015, No. 1870 be read a first, second and third time.

*Motion carried.*

**CORRESPONDENCE**

**Jane Ivens, Fox and Hounds**

**Installation of British Telephone Box outside Fox and Hounds Restaurant**

*Moved and seconded:*

**CS 2015-251**

That Council direct staff to work with the owners of the Fox and Hounds Restaurant to place a British Telephone Box on the street outside the establishment in a manner that does not impede use of the sidewalk.

*Motion carried.*

**Doryce and Jack Morrice**

**Removal of Trees**

*Moved and seconded:*

**CS 2015-252**

That Council refer the correspondence from Doryce and Jack Morrice regarding the removal of trees in the vicinity of Steele Place to staff for consideration with respect to development applications by the property owner.

*Motion carried.*

**Jim Allair, Ladysmith Trail Alliance**

**Letter of Intent for the Establishment of a New Trail**

*Moved and seconded:*

**CS 2015-253**

The Council refer the request from the Ladysmith Trail Alliance for the establishment of a newly aligned single track trail (Type III\*) trail, built to Whistler Trail Standards, from the end of the newly built Holland Creek Trail Bridge heading in a southerly direction to the Holland Creek Loop / Heart Lake Loop trail sign location to staff for review and recommendation.

*Motion carried.*

**NEW BUSINESS**

**Delegates to the Union of British Columbia Municipalities 2015 Annual Convention**

*Moved and seconded*

**CS 2015-254**

That Mayor Stone and Councillors Arnett, Fradin, Henderson and Hutchins be authorized to attend the Annual Convention of the Union of British Columbia Municipalities in Vancouver from September 21 to 25, 2015.

*Motion carried.*

**Municipal Insurance Association of B.C. Service Provider Agreement with Kinsmen Club of Ladysmith**

*Moved and seconded:*

CS 2015-255

That Council authorize the execution of a Service Provider Agreement between the Town of Ladysmith and the Kinsmen Club of Ladysmith for the provision of promotional services for Ladysmith, and that the Kinsmen Club of Ladysmith be required to pay the \$250 annual fee for the additional liability coverage provided by the Municipal Insurance Association of B.C.

*Motion carried.*

**Recognition of a Community Volunteer**

*Moved and seconded:*

CS 2015-256

That Council write a letter of congratulations to Willow Hartig for her recent Award of Merit from B.C. Soccer, recognizing her remarkable contributions to the game.

*Motion carried.*

**Derelict and Abandoned Vessels**

Council commended Take 5 News Magazine and the Ladysmith Chronicle for their recent coverage of the problem of derelict and abandoned vessels in the Ladysmith Harbour, and encouraged support of a proposed federal government bill to address the issue.

UNFINISHED  
BUSINESS

**Reconsideration of a Matter (Section 131, Community Charter)**

Mayor Stone requested Council's reconsideration of Resolution CS 2015-226 in accordance with Section 131, 2(a) of the *Community Charter*.

*Moved and seconded:*

CS 2015-257

That Council rescind the following resolution CS 2015-226:

Whereas Natura Developments owner of Lot A, District Lot 41, Oyster District, Plan VIP84543 except part in Strata Plan VIS6497 (Phase 1) (the "Land") has applied for a building permit for 2 dwelling units on the Land;

And whereas Council has given first and second reading to Bylaw 1881 that would limit the density of use of the Land to 12 dwelling units and this application would conflict with the bylaw;

Now therefore Council resolves, under section 929(1) of the Local Government Act to withhold the building permit for the Land;

And this shall be without prejudice to the right of the Town to consider the building permit application pursuant to its rights

under the land use covenant registered against the Land.  
*Motion carried.*

**Preparation of a Bylaw to Protect Areas Subject to Erosion and Land Slip**

*Moved and seconded:*

**CS 2015-258**

That Council direct staff to prepare a report on a bylaw to protect areas of land that may be subject to flooding, erosion or land slip in order to protect both development and natural systems from potentially hazardous conditions.

*Motion carried.*

**QUESTION PERIOD**

Members of the public enquired about the rescinding of motion CS 2015-226 and council's plans for the properties it intends to purchase in downtown Ladysmith.

**CLOSED SESSION**

*Moved and seconded:*

**CS 2015-259**

That Council retire into Closed Session at 9:10 p.m. in order to consider the following:

- 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;
- Motion carried.*

*Motion carried.*

**RISE AND REPORT**

Council rose from Closed Session at 9:30 p.m. with report on the following matter:

- Council directed staff to initiate a road closure bylaw to close the portion of unconstructed road adjacent to the Peerless Transfer Station, and to negotiate the sale of that portion of road, provided that all costs of the road closure are borne by the purchaser, with the purchase price to be set at market value for the net portion of the road after road exchange areas are taken into account, and to register a right of way for the purpose of a possible future sanitary sewer along the road closure area.

**ADJOURNMENT**

*Moved and seconded:*

**CS 2015-260**

That this meeting of Council adjourn at 9:31 p.m.

*Motion carried.*

CERTIFIED CORRECT:

\_\_\_\_\_  
Mayor (A. Stone)

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



## Town of Ladysmith

### **STAFF REPORT**

To: Ruth Malli, City Manager  
From: John Manson, PEng, Director of Infrastructure Services  
Date: July 20, 2015  
File No: 3360-15-02

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**Re: Holland Creek Area Plan - Traffic Study**

#### **RECOMMENDATION(S):**

That Council provide direction on option one or two:

**Option One:** That staff coordinate a Traffic Study for the Holland Creek Area Plan, which will incorporate all major development proposals for this area, require that the developers agree to cover the cost of the study (paid in advance), that the purchasing policy be waived to award the study to Boulevard Transportation Group of Victoria, and that the study generally follow the terms of reference as outlined in this report;

**Option Two:** That Council defer consideration of this matter to the next meeting of Council, where a comprehensive report on the OCP and rezoning application will be considered.

#### **PURPOSE:**

The purpose of this report is for Council to provide direction regarding the completion of a traffic study covering the potential development of the Holland Creek Area Plan area. This report is in advance of the comprehensive report on the OCP and rezoning application. The intent of consideration of the matter in advance of the comprehensive report is to provide expediency to the process, allowing work to proceed on the Traffic Study in parallel with the consideration of the application.

#### **INTRODUCTION/BACKGROUND:**

The Town has recently received an application by Glencar Consultants Inc. to rezone a portion of the Holland Creek Area Plan (HCAP) area together with an associated amendment to the OCP.

This area is also bounded by a number of significant features which effect connectivity to the Town's existing transportation infrastructure, including Holland Creek, The boundary of the Town, and existing development. For these reasons, as well as the size of potential development in the study area, it is recommended that a traffic study be commissioned to review the development proposals, and assess the potential impacts of this development on the Town's transportation infrastructure.

A preliminary traffic study prepared by Boulevard Transportation Group was submitted with the application and it recommends that a full traffic impact assessment be prepared that meets the Town's terms of reference and fully considers all road users (vehicles, pedestrians, bikes, transit) and any longer term developments in the area that may have an

impact on the road network as it pertains to the application. The applicant, Glencar Consultants Ltd has already proposed retaining Boulevard Transportation Group (BTG), out of Victoria, to undertake this work on behalf of the applicant. The Town has provided direction for the need to ensure that the study fully encompasses the entire HCAP area, not just the area covered by the current rezoning application. A preliminary terms of reference for the Study has been developed by BTG which includes the other properties, and is included in Appendix "A".

The Town has also been contacted by the other developers in the HCAP area who have expressed an interest in contributing financially to this study, as long as the Terms of Reference includes the entire area, and meets the approval of the Town.

To facilitate this process, it is recommended that the study be commissioned by the Town, but be paid for by the proponents of HCAP. Cost sharing of the study, estimated at approximately \$20,000 would be by unit count of each of the three developers in the area. The Town would collect the estimated study funds up front and commission the work upon receipt of the funding.

**SCOPE OF WORK:**

The scope of the work would be generally as defined by the Terms of Reference outlined in Appendix "A", with the following additional requirements to consider the impact of this new neighbourhood within the context of the existing Town's transportation network, the transportation objectives and policies contained in the HCAP and OCP build-out:

Additional Intersections to be evaluated:

1. North and South Davis at TCH;
2. 1<sup>st</sup> Ave at TCH;
3. Roberts at TCH;
4. Grouhel at TCH;
5. 4 additional intersections within the internal Town network;

Additional Times frames to be evaluated:

1. OCP Build-out;

Additional Road Configuration Scenarios:

1. Possible Future connection between 4<sup>th</sup> Ave and "4 Corners" (IR12) (OCP growth scenario only);

We have been advised that a study budget of \$20,000 would cover the additional work referred to above.

**ALTERNATIVES:**

1. The Town could ask Glencar Consultants to undertake the study as defined in the terms of reference, or alternately, as amended by the Town. The entire cost of the

- study would be borne by Glencar, as the Town would not have any mechanism to cost share the study costs between the developments;
2. The Town could pay for the study, however, no funds have been allocated to this work in the Financial Plan at this time;

**FINANCIAL IMPLICATIONS:**

There are no financial implications to the Town as the study costs would be pre-funded by the developers.

**LEGAL IMPLICATIONS:**

None.

**CITIZEN/PUBLIC RELATIONS IMPLICATIONS:**

The study results would become part of the public record, and form part of the rezoning submission package for Glencar's rezoning/OCP submission.

**INTERDEPARTMENTAL INVOLVEMENT/IMPLICATIONS:**

The study will be reviewed by Public Works, Development Services, and Finance.

**RESOURCE IMPLICATIONS:**

Staff resources would be utilized to coordinate the study.

**ALIGNMENT WITH SUSTAINABILITY VISIONING REPORT:**

The study will support Building Complete Communities.

**ALIGNMENT WITH STRATEGIC PRIORITIES:**

The study will assist in Effective Land Use Planning.

**SUMMARY:**

Glencar Consultants Inc. has made a rezoning and OCP amendment application on a portion of the Holland Creek Local Area. The consultants are proposing that Boulevard Transportation Group undertake a traffic study which will assess the impact of the subject application, as well as the neighbouring properties which are expected to development relatively concurrently.

It would be in public interest for the Town to coordinate this study, and to ensure that all three of the major developers participate in the study technically and financially. It is therefore recommended that the study be undertaken by the Town, with funding provided by the three developers.

I concur with the recommendation.



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Ruth Malli, City Manager

**ATTACHMENT:**

Boulevard Transportation Group – Terms of Reference, Holland Creek Traffic Study

By email: [glen.car@shaw.ca](mailto:glen.car@shaw.ca)

March 26, 2015

Our File: 1494

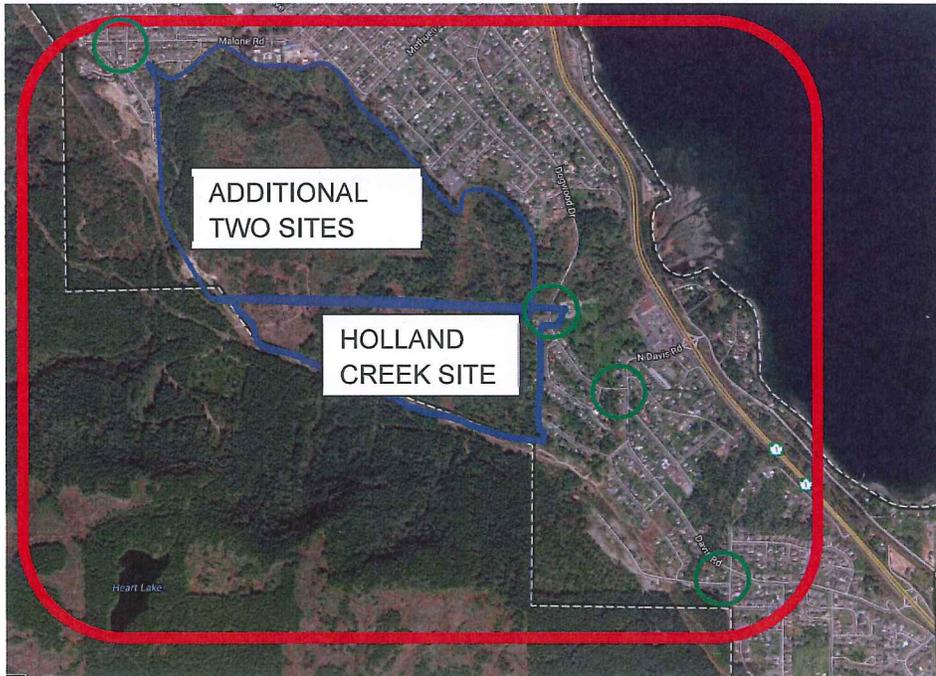
Attention: Glenn Carey

**RE: TERMS OF REFERENCE FOR HOLLAND CREEK TRAFFIC IMPACT ASSESSMENT, LADYSMITH**

The following outlines the proposed terms of reference for undertaking a Traffic Impact Assessment for the Proposed Holland Creek Development and the two properties to the north of the Holland Creek site in Ladysmith.

**Scope**

The study will incorporate the surrounding road network to establish the impacts for the three developments on intersections in the vicinity. The proposed study area is shown in Figure 1 and includes the proposed future urban collector/Malone connection.



**Figure 1 - Study Area (red) and Key Intersections (green)**

Three access options will be reviewed to determine the access requirements for the development. Option 1 will review a single access point for all three developments off Dogwood Drive. Option 2 will review an access off Dogwood Drive and a connection to Malone Road via Colonia Drive (bridge over Holland Creek). Option 3 will review an access off Dogwood Street and a second access to the south of the site to Thetis Drive.

The key intersections that will be reviewed as part of the study will include:

- Dogwood Drive / Site Access
- Dogwood Drive / North Davis Road
- Malone Road / Future Malone Road Connection via Colonia Drive (Option 2)
- Thetis Drive / Hall Road and Hall Road / Davis Road (Option 3)

## Land Use

The three developments are proposed to be residential in nature with a total of 1,000 units. The units are assumed to be broken down into 700 single family lots (70%) and 300 multi-family units (30%).

## Horizon Years

The horizons that will be studied will be the opening day of the developments, and 10 post opening day of the developments. The opening day year will be confirmed with the developer prior to undertaking the analysis.

Background traffic volumes for each of the horizon years will be developed based on existing PM peak hour counts and an estimated growth rate. The estimated growth rate will be determined in conjunction with Town Staff and the developer.

## Trip Generation

Trips for the development will be based on trip generation rates from the 9<sup>th</sup> Edition of the ITE Trip Generation Manual.

## Trip Adjustments

The majority of the site is proposed as residential therefore trip adjustments will not be utilized.

## Distribution and Assignment

For Option 1 and 3 trips for the development will be assigned based on existing traffic patterns on Dogwood Street and key destinations within Ladysmith. For Option 2 the background traffic volumes would be re-distributed based on existing traffic patterns between north and south Ladysmith. Development trips would be assigned to the new

network based on key destinations and shortest path routing.

## Traffic Conditions

Traffic conditions will be modelled using Synchro 8 for the PM peak hours.

Measures of effectiveness (MOEs) will be evaluated for level of service (LOS), 95<sup>th</sup> percentile queues (from Synchro and SimTraffic), total delay, and volume-to-capacity (v/c) ratios for all movements. LOS C is to be considered the threshold for acceptable operations. When the identified acceptable LOS can't be maintained mitigation measures will be identified to improve conditions.

SimTraffic simulations will be prepared for all Synchro files to assess queue lengths. SimTraffic will be for five runs of 60 minutes in length and seeding the model for 15 minutes. Synchro files will be provided if requested.

The MOEs will be used to compare the background and post development conditions, and identify impacts from background traffic alone and from the development and background traffic. This will be presented in table format to determine if improvements are needed as a result of background traffic growth or as a result of the development.

## Mitigation Measures

Based on the results of the traffic conditions analysis, along with a sight distance review of the driveway/Dogwood Drive intersection mitigation measures for the key intersections will be identified. At Dogwood Drive/driveway intersection mitigation options reviewed may include left turn lanes, right turn lanes, a roundabout, traffic signal, all way stop, etc. Mitigation measures will also be reviewed for the intersection of Colonia Drive/Malone Road or Thetis Drive/Hall Road and Hall Road/Davis Road. The timing of these mitigation measures, including the need to make the Malone Road connection or the Thetis Drive connection will be identified.

If the Future Malone Road Connection via Colonia Drive is determined to be required the timing of the connection will be identified and the volume of 'town' traffic and volume of 'development' traffic will be identified.

## Site Network Design Criteria

The Town of Ladysmith engineering standards and specifications will be used to review and identify mitigation requirements. This will include identifying road right-of-way, laning, bicycle, and pedestrian requirements for the Malone Road connection or the Thetis Drive through the sites and on Dogwood Street or Thetis Road/Hall Road.

The internal road network will also be reviewed for potential future connection

opportunities.

## Other Users

Existing pedestrian, transit, bicycle facilities in the area will be identified. Recommendations for improvements to the pedestrian, bicycle and transit facilities will be reviewed and commented on within the study area. The need and location of on-site facilities will also be reviewed.

## Reporting

A summary of findings, conclusions, and recommendation will be finalized and submitted to the Town of Ladysmith. The final report will be signed and sealed by a P.Eng.

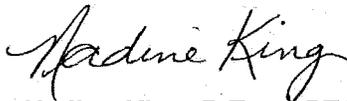
If there are any questions regarding the above terms of reference please feel free to contact me at 250-388-9877.

Sincerely,

**Boulevard Transportation**

... a division of Watt Consulting Group

per,



**Nadine King, P.Eng., PTOE**

Senior Transportation Engineer / Project Manager

*GREAT!*

transportation solutions for communities



## Town of Ladysmith

### **STAFF REPORT**

To: Ruth Malli, City Manager  
From: Clayton Postings, Director of Parks, Recreation & Culture  
Date: July 13, 2015  
File No:

**Re: Special Occasion Licence Applications**

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#### **RECOMMENDATION(S):**

THAT Council consider approving the following special occasion licence applications:

- Ladysmith Downtown Business Association (LDBA) for a beverage garden to take place at the Arts on the Avenue Light Up the Night event to be held August 22, 2015 from 6:00 p.m. to 10:00 p.m.
- Ladysmith Kinsmen Club for a beverage garden to take place at the Ladysmith Car Show to be held August 15, 2015 from 11:00 a.m. to 4:00 p.m.

#### **PURPOSE:**

The purpose of this Staff report is to seek Council's authorization to proceed with processing applications for Special Occasion Licences for events taking place on First Avenue.

#### **INTRODUCTION/BACKGROUND:**

Special occasion licences (SOL) are regulated by the Liquor Control and Licensing Branch (LCLB), but issued by the Liquor Distribution Branch (LDB) through BC liquor stores. An SOL permits the host to serve or sell liquor at an event in accordance with BC's liquor laws and regulations. Event hosts are considered liquor licensees and are responsible for the safety of their guests.

Prior to approval, licensees must obtain both Municipal and local RCMP endorsements, prepare a security plan, obtain Serving It Right certification and insurance. Town of Ladysmith policy relating to SOL requests does authoritative the Director of Parks, Recreation & Culture to provide authorization, however with these requests not being relating to usage of the recreation or park facilities Council is requested to consider the requests.

**Security Plan:** A plan must indicate how the licensee will control crowds, prevent minors from accessing liquor, and prevent over consumption. If liquor service is provided throughout the whole venue, the whole venue must be secured with a perimeter barrier sufficient to define boundaries and to ensure that liquor is not consumed outside boundaries or transported across boundaries.

**Serving It Right:** This is a self-study course in responsible liquor service. Its purpose is to make people aware of their responsibilities when serving alcohol to patrons. In addition the licensee must promote a "game plan for a safe drive home".

**Insurance:** Licensees must submit to the municipality evidence of public liability insurance coverage of at least Two Million (\$2,000,000.00) Dollars with the municipality as an additional named insured and complying with all insurance requirements for the special event.

**SCOPE OF WORK:**

Once Council has considered the applications, Staff will advise the applicants of Council's decision. If the applications are approved, Staff will ensure all criteria and conditions are met.

**ALTERNATIVES:**

Council may choose not to permit these SOL's.

**FINANCIAL IMPLICATIONS:**

There are no financial implications.

**LEGAL IMPLICATIONS:**

There are no legal implications.

**CITIZEN/PUBLIC RELATIONS IMPLICATIONS:**

These non-profit groups are active in the community and approval of the events will help support their fundraising efforts for continued events and projects in the community.

**INTERDEPARTMENTAL INVOLVEMENT/IMPLICATIONS:**

There are no interdepartmental involvement or implications.

**RESOURCE IMPLICATIONS:**

There are no resource implications.

**ALIGNMENT WITH SUSTAINABILITY VISIONING REPORT:**

This aligns with the following strategies:

Strategy 7 - A Healthy Community

Strategy 8 - Local, Diverse Economy

**ALIGNMENT WITH STRATEGIC PRIORITIES:**

This aligns with the following priorities:

Strategic Priority F: Safe and Healthy Community

**SUMMARY:**

Council's authorization is required for special occasion licences to permit any events which are hosted on Town of Ladysmith property, or permit the general public to access the licensed area.

I concur with the recommendation.



Ruth Malli, City Manager

**TOWN OF LADYSMITH**

**BYLAW NO. 1870**

A bylaw to amend "Town of Ladysmith Business License Bylaw No. 1513, 2003"

---

**WHEREAS** the Local Government Act empowers Council to require an owner or operator of a business to hold a valid and subsisting license for the business, to fix and impose license fees for businesses and to provide for the collection of license fees and the granting, issuance and transfer of licenses;

**AND WHEREAS** a Council may, from time to time, amend such a bylaw as deemed appropriate;

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

1. Add the following new Section 11 to Bylaw No. 1513:

**11. Liquor Licenced Establishments**

11.1 Despite section 7.1, in the case of a business licence for a business licensed under the *Liquor Control and Licensing Act* (British Columbia), the business licence shall be considered by Council under this section prior to issuance.

11.2 Council is hereby authorized to impose such terms and conditions as it considers reasonable on a licence under this Bylaw for a business licenced under the *Liquor Control and Licensing Act* (British Columbia), in the nature of:

- (a) controlling patron behaviour both inside and outside a licenced establishment, including but not limited to one or more of the following:
  - (i) maintaining orderly entrance and dispersal of patrons,
  - (ii) suppression of noise,
  - (iii) discouraging vandalism,
  - (iv) discouraging unlawful activities, and
  - (v) suppression of other nuisance behaviour.
- (b) safety and security of patrons and the public both inside and outside the licenced establishment, including one or more of the following:
  - (i) patron screening and door control,
  - (ii) provision of security staff and monitoring conduct of patrons,
  - (iii) installation and operation of closed circuit video cameras at all entrances and exits of the licenced establishment,
  - (iv) full cooperation with the R.C.M.P. and Town Staff in the performance of their duties and in resolving concerns related to the establishment that may arise,
  - (v) the wearing of identification nameplates by on-duty staff,
  - (vi) maintaining a list showing the full identification of on-duty staff and making the list available to the R.C.M.P. and Town Staff upon request.
- (c) responsible serving of alcoholic beverages including one or more of the following:
  - (i) over-service of patrons,
  - (ii) patron capacity,
  - (iii) price reductions and promotions,
  - (iv) free telephone available for making transportation arrangements,
  - (v) Designated Driver Program, including the sale of non-alcoholic beverages at prices which are below those set for alcoholic beverages.

(d) condition of premises and nearby surrounding area including but not limited to:

- (i) exterior condition and appearance of premises,
- (ii) inspection and cleanup of litter.

2. Renumber Section 11 to Section 12, Section 12 to Section 13, Section 13 to Section 14, and Section 14 to Section 15.

**CITATION**

3. This bylaw shall be cited for all purposes as "Town of Ladysmith Business License Bylaw No. 1513, 2003, Amendment Bylaw 2015 No. 1870".

**READ A FIRST TIME** on the 6th day of July, 2015

**READ A SECOND TIME** on the 6th day of July, 2015

**READ A THIRD TIME** on the 6th day of July, 2015

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

\_\_\_\_\_  
Mayor (A. Stone)

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

**TOWN OF LADYSMITH**

**BYLAW NO. 1882**

**A bylaw to amend "Ladysmith Parks Usage Bylaw 1995, No. 1158".**

---

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

1. Amendments

Section 2.2(o) is hereby deleted in its entirety and replaced with the following:

- o) permit any dog under their ownership or custody to be in a park off leash with the exception of defined restricted areas. Restricted areas include the following:

Dogs **are not** permitted in: all playgrounds, sport field playing areas, and Transfer Beach (below deKoninck Way, amphitheatre, beach front),

Dogs **are** permitted off leash provided they are in the care and control of a responsible person in: Transfer Beach Park in defined off leash area (above deKoninck Way), Mackie Park and Holland Creek Trail, Gourlay-Janes Park.

2. Citation

This bylaw may be cited for all purposes as "Ladysmith Parks Usage Bylaw 1995, No. 1158, Amendment Bylaw 2015, No. 1882".

**READ A FIRST TIME** on the                      day of , 2015

**READ A SECOND TIME** on the                      day of , 2015

**READ A THIRD TIME** on the                      day of , 2015

**ADOPTED** on the                      day of , 2015

\_\_\_\_\_  
Mayor (A. Stone)

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

**TOWN OF LADYSMITH**

**BYLAW NO. 1883**

**A bylaw to amend "Ladysmith Dog Licencing, Control and Pound Bylaw 1995, No. 1155".**

---

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

1. Amendments

Section 4(a) is hereby deleted in its entirety and replaced with the following:

(a) For every dog over the age of six (6) months, whether male or female:

- from January 01 – January 31<sup>st</sup> \$34.00
- from February 01 – December 31<sup>st</sup> \$44.00

2. Citation

This bylaw may be cited for all purposes as "Ladysmith Dog Licencing, Control and Pound Bylaw 1995, No. 1155, Amendment Bylaw 2015, No. 1883".

**READ A FIRST TIME** on the \_\_\_\_\_ day of \_\_\_\_\_, 2015

**READ A SECOND TIME** on the \_\_\_\_\_ day of \_\_\_\_\_, 2015

**READ A THIRD TIME** on the \_\_\_\_\_ day of \_\_\_\_\_, 2015

**ADOPTED** on the \_\_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
Mayor (A. Stone)

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

**TOWN OF LADYSMITH**

**BYLAW NO. 1884**

**A bylaw to establish fee schedules for the Frank Jameson Community Centre and other  
Town of Ladysmith recreation facilities.**

---

**WHEREAS** the Council may by bylaw, pursuant to the *Community Charter* establish fees for the use of recreation or community use property in the municipality;

**AND WHEREAS** it is deemed appropriate to establish fees for use of the Frank Jameson Community Centre and other recreation facilities;

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

1. The fees set forth in Schedule "A" and Schedule "B" attached hereto and forming part of this bylaw are the admission and user fees for the Frank Jameson Community Centre and other recreation facilities.

2. **Repeal**

"Town of Ladysmith Community Centre and Facilities Fees and Charges Bylaw 2014, No. 1846" is hereby repealed.

3. **Citation**

This bylaw may be cited for all purposes as "Town of Ladysmith Community Centre and Facilities Fees and Charges Bylaw 2015, No. 1884".

**READ A FIRST TIME** on the \_\_\_\_\_ day of \_\_\_\_\_, 2015

**READ A SECOND TIME** on the \_\_\_\_\_ day of \_\_\_\_\_, 2015

**READ A THIRD TIME** on the \_\_\_\_\_ day of \_\_\_\_\_, 2015

**ADOPTED** on the \_\_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
Mayor (A. Stone)

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

**Bylaw No. 1884 - Schedule A  
Recreation Facility Admission Fees**

<b>Single Admissions</b>			
<b>Type</b>	<b>2015/16</b>	<b>2016/17</b>	<b>2017/18</b>
Child 0-3 yrs	FREE	FREE	FREE
Child 3-12 yrs	2.73	2.79	2.84
Youth 13-18 yrs	3.73	3.81	3.88
Adult 19-59 yrs	5.36	5.46	5.57
Senior 60-79 yrs	3.73	3.81	3.88
Senior 80 & up	FREE	FREE	FREE
Family	10.71	10.92	11.14
<b>10 X Pass</b>			
<b>Type</b>	<b>2015/16</b>	<b>2016/17</b>	<b>2017/18</b>
Child 0-3 yrs	FREE	FREE	FREE
Child 3-12 yrs	23.15	23.62	24.09
Youth 13-18 yrs	31.94	32.57	33.23
Adult 19-59 yrs	45.23	46.13	47.05
Senior 60-79 yrs	31.94	32.57	33.23
Senior 80 & up	FREE	FREE	FREE
Family	90.45	92.26	94.11
<b>30 X Pass</b>			
<b>Type</b>	<b>2015/16</b>	<b>2016/17</b>	<b>2017/18</b>
Child 0-3 yrs	FREE	FREE	FREE
Child 3-12 yrs	55.58	56.69	57.83
Youth 13-18 yrs	84.73	86.43	88.15
Adult 19-59 yrs	119.35	121.74	124.17
Senior 60-79 yrs	84.75	86.45	88.18
Senior 80 & up	FREE	FREE	FREE
Family	238.70	243.47	248.34

<b>1-Month Pass</b>			
<b>Type</b>	<b>2015/16</b>	<b>2016/17</b>	<b>2017/18</b>
Child 0-3 yrs	FREE	FREE	FREE
Child 3-12 yrs	N/A	N/A	N/A
Youth 13-18 yrs	37.82	38.58	39.35
Adult 19-59 yrs	47.33	48.27	49.24
Senior 60-79 yrs	37.82	38.58	39.35
Senior 80 & up	FREE	FREE	FREE
Family	94.66	96.55	98.48
<b>3-Month Pass</b>			
<b>Type</b>	<b>2015/16</b>	<b>2016/17</b>	<b>2017/18</b>
Child 0-3 yrs	FREE	FREE	FREE
Child 3-12 yrs	N/A	N/A	N/A
Youth 13-18 yrs	102.28	104.32	106.41
Adult 19-59 yrs	127.86	130.41	133.02
Senior 60-79 yrs	102.28	104.32	106.41
Senior 80 & up	FREE	FREE	FREE
Family	255.71	260.83	266.04
<b>6-Month Pass</b>			
<b>Type</b>	<b>2015/16</b>	<b>2016/17</b>	<b>2017/18</b>
Child 0-3 yrs	FREE	FREE	FREE
Child 3-12 yrs	N/A	N/A	N/A
Youth 13-18 yrs	193.16	197.02	200.96
Adult 19-59 yrs	241.49	246.31	251.24
Senior 60-79 yrs	193.16	197.02	200.96
Senior 80 & up	FREE	FREE	FREE
Family	482.97	492.63	502.48
<b>12-Month Pass</b>			
<b>Type</b>	<b>2015/16</b>	<b>2016/17</b>	<b>2017/18</b>
Child 0-3 yrs	FREE	FREE	FREE
Child 3-12 yrs	N/A	N/A	N/A
Youth 13-18 yrs	366.39	373.72	381.20
Adult 19-59 yrs	459.38	468.56	477.94
Senior 60-79 yrs	366.39	373.72	381.20
Senior 80 & up	FREE	FREE	FREE
Family	918.75	937.13	955.87

**Plus applicable taxes**

**Bylaw No. 1884 - Schedule B  
Recreation Facility Rental Fees**

<b>Facility</b>	<b>2015/16</b>	<b>2016/17</b>	<b>2017/18</b>
<b>Frank Jameson Community Centre</b>			
Meeting Room Hourly Rate	22.03	22.47	23.38
Meeting Room Hourly with Pool	20.30	20.70	21.54
Meeting Room Daily Rate	88.03	89.79	93.41
Gymnasium Hourly Rate	39.68	40.47	42.11
Gymnasium Daily Rate	341.90	348.74	362.83
Lower Program Room Hourly Rate	39.12	39.90	41.51
Lower Program Room with Pool	20.30	20.70	21.54
Lower Program Room Daily Rate	156.47	159.60	166.05
Locker Rental - small	0.25	0.25	0.25
Locker Rental - large	0.50	0.50	0.50
Swimming Pool Hourly Rate	108.63	110.80	115.28
<b>Aggie Hall</b>			
Aggie Hall Hourly Rate (no kitchen)	39.68	40.47	42.11
Aggie Hall Hourly Rate (with kitchen)	67.01	68.35	71.12
Aggie Hall Daily Rate (includes kitchen)	182.89	186.54	194.08
Aggie Hall Receptions Party, Dance	359.50	366.69	381.50
<b>Transfer Beach</b>			
Transfer Beach Kin Shelter per Day	49.16	50.15	52.17
Transfer Beach Amphitheatre – Full Day Private Family Function	90.53	92.34	96.07
Transfer Beach Amphitheatre – Half Day Private Family Function	51.71	52.75	54.88
Transfer Beach Amphitheatre – Full Day Public Special Event	349.20	356.18	370.57
Transfer Beach Amphitheatre – Performances per Hour	24.74	25.23	26.25
Park Permit (parking lot, upper beach, or lower beach) Full Day	90.53	92.34	96.07
Park Permit (parking lot, upper beach, or lower beach) Half Day	51.71	52.75	54.88
Park Permit (parking lot, upper beach, or lower beach) per Hour	24.74	25.23	26.25
<b>Sports Fields</b>			
Aggie Ball Diamonds per Hour Youth	-	-	-
Aggie Ball Diamonds per Hour Adult	2.55	2.60	2.71
Aggie Ball Diamonds Tournament per Day	128.83	131.40	136.71
High Street Little League Diamonds per Hour	-	-	-
High Street Little League Diamonds Tournament per Day	128.83	131.40	136.71
Holland Creek Ball Diamonds per Hour	-	-	-
Holland Creek Ball Diamonds Tournament per Day	128.83	131.40	136.71
Forrest Field per Hour Youth	6.63	6.76	7.04
Forrest Field per Hour Adult	23.72	24.19	25.17
Forrest Field per Day Youth	43.04	43.90	45.68
Forrest Field per Day Adult	160.04	163.24	169.83
<b>Miscellaneous</b>			
Chairs (25)	20.96	21.38	22.24
Forrest Field Half Lights per Hour	11.12	11.34	11.80
Forrest Field Full Lights per Hour	14.43	14.72	15.32
Aggie Field Lights	5.56	5.67	5.90
FJCC Field Lights	5.56	5.67	5.90

**Plus applicable taxes**

**REGIONALLY SIGNIFICANT PROJECT, TIER 1 AND 2 STRATEGIC PRIORITIES  
FUND AND/OR INNOVATIONS FUND FUNDING AGREEMENT UNDER THE  
AGREEMENT ON THE TRANSFER OF FEDERAL GAS TAX REVENUES  
FOR THE Ladysmith Bio-Solids Composting Facility PROJECT**

This Agreement made as of \_\_\_\_\_, 2015,

**BETWEEN:**

**TOWN OF LADYSMITH** (the Recipient)

**AND:**

The **UNION OF BRITISH COLUMBIA MUNICIPALITIES** as continued by section 2 of the *Union of British Columbia Municipalities Act SBC 2006, c.18*.

**WHEREAS:**

- A. Her Majesty the Queen in Right of Canada (Canada), Her Majesty the Queen in Right of the Province of British Columbia (British Columbia) and the Union of British Columbia Municipalities (UBCM) entered into the Agreement on the Transfer of Federal Gas Tax Revenues (Gas Tax Agreement) on September 19, 2005.
- B. The Gas Tax Agreement provides for a Tier 1 and 2 Strategic Priorities Fund and an Innovations Fund.
- C. The Partnership Committee has determined that a portion of the Tier 1 and 2 Strategic Priorities Fund be set aside and made available for Tier 2 regions for Regionally Significant Projects and that the remainder will be known as General Strategic Priorities Fund (GSPF).
- D. The Management Committee has approved funding of the Eligible Projects set out in Schedule B from the Innovations Fund, the General Strategic Priorities Fund, and/or the funding set aside for Regionally Significant Projects.
- E. The Gas Tax Agreement requires that the UBCM enter into a Funding Agreement with each Eligible Recipient prior to the transfer of Gas Tax Funds from the UBCM to the Eligible Recipient and to enforce all terms and conditions of that Agreement.

**NOW THEREFORE**, in consideration of the mutual promises herein, the Recipient and the UBCM agree as follows:

**1. INTERPRETATION**

**1.1 Definitions**

A capitalized term has the meaning given to it in this section or in section 1.1 of the Gas Tax Agreement, unless the context clearly dictates otherwise. If there is a conflict between the meaning of a term in this section and section 1.1 of the Gas Tax Agreement, the meaning in this section will prevail.

**"Agreement"** means this agreement between the Recipient and the UBCM.

**“Chief Financial Officer”** means the officer assigned financial administration responsibility under section 149 of the *Community Charter*.

**“Eligible Costs”** means those costs described in Schedule A, incurred in respect of Eligible Projects.

**“Eligible Project”** means an Environmentally Sustainable Municipal Infrastructure Project or a Capacity Building Project specifically described in Schedule B.

**“Eligible Recipient”** has the same meaning as in the Gas Tax Agreement.

**“Environmentally Sustainable Municipal Infrastructure Project”** means a project that results in a tangible capital asset in British Columbia primarily for public use or benefit and owned by an Eligible Recipient that:

- (i) improves the quality of the environment and contributes to reduced greenhouse gas emissions, clean water, or clean air, and
- (ii) falls within the category of projects described in Schedule A to the Gas Tax Agreement.

**“Funds”** means the funds made available pursuant to this Agreement and includes any interest on the said Funds.

**“Gas Tax Agreement”** means the Canada – British Columbia – UBCM Agreement on the Transfer of Federal Gas Tax Revenues made as of September 19, 2005, as amended from time to time.

**“Infrastructure Programs”** means Canada’s infrastructure programs in existence at the time of the execution of the Gas Tax Agreement, including the Canada Strategic Infrastructure Fund, the Border Infrastructure Fund, the Municipal Rural Infrastructure Fund and the Infrastructure Canada Program.

**“Management Committee”** means the management committee established under the Gas Tax Agreement.

**“Partnership Committee”** means the Partnership Committee established under the Gas Tax Agreement.

**“Party”** means the Recipient or the UBCM.

**“Third Party”** means any person, other than a Party to this Agreement, that participates in the implementation of an Eligible Project.

## 1.2 Schedules

The following schedules are attached to and form part of this Agreement:

- Schedule A – Eligible and Ineligible Costs
- Schedule B – Eligible Projects

## 1.3 Accounting Principles

All accounting terms not otherwise defined therein have the meanings assigned to them under the generally accepted accounting principles (GAAP); all calculations will be

made and all financial data to be submitted will be prepared in accordance with the GAAP in effect in Canada and in British Columbia. GAAP will include, without limitation, those principles approved or recommended from time to time by the Canadian Institute of Chartered Accountants, or any successor institute, applied on a consistent basis.

## **2. CONTRIBUTION PROVISIONS AND PAYMENTS TO RECIPIENTS**

### **2.1 Maximum Payment**

- (a) UBCM will make a financial contribution from the Regionally Significant Projects Fund (RSP) to the Recipient for the Ladysmith Bio-Solids Composting Facility as described in Schedule B, that will not exceed the lesser of 100% of the Eligible Costs of that Eligible Project and \$570,224.00.
- (b) The Recipient acknowledges that Eligible Costs are limited to net costs to the Recipient, that is, net of other grants and other external contributions. The Recipient acknowledges that any otherwise Eligible Costs that have received funding from any other federal, provincial or Third Party source will not be reimbursed under this Agreement, and the Recipient agrees to promptly notify UBCM in writing of any such funding received.
- (c) Any amount paid to the Recipient under this Agreement in excess of the maximum contribution set out in paragraph (a), must be repaid by the Recipient to UBCM.

### **2.2 Other Federal Funding**

The Recipient acknowledges that it may use Funds to pay up to 100% of Eligible Costs of an Eligible Project, provided that to the extent it is receiving money under an Infrastructure Program in respect of an Eligible Project, the maximum federal contribution limitation set out in any Infrastructure Program contribution agreement made in respect of an Eligible Project shall continue to apply and Funds paid to the Recipient for Eligible Costs of the Eligible Project shall be deemed to be a federal contribution under the said contribution agreement.

### **2.3 Payments of Funds to the Recipient**

- (a) Subject to paragraphs (d) and (e), and provided the Recipient is not in default of this Agreement, the UBCM will pay an amount validly claimed by the Recipient under paragraph (b) or (c) within 30 days of the verification of that claim.
- (b) Recipients may submit, on the form supplied by the UBCM, a claim or claims for payment of the contribution amount specified under section 2.1(a) at any time between the Commencement Date and six months after the Completion Date, but may only submit one claim for each Eligible Project each calendar quarter.
- (c) In order to be validly included in a claim for payment, amounts must:
  - (i) be Eligible Costs of an Eligible Project identified in Schedule B,
  - (ii) be paid by the Recipient prior to the date of the claim,
  - (iii) not be subject to reimbursement to the Recipient through any other grant, rebate or external contribution program or arrangement,
  - (iv) not be included in a previous claim for payment under this Agreement, and

- (v) when added to amounts included in all previous claims for payment under this Agreement, be less than the maximum contribution amount set out for that Eligible Project in section 2.1(a), or, if the claim is made prior to the completion of the project, 85% of that amount.
- (d) The UBCM may not pay a claim of the Recipient if the Recipient was required to file an annual report under any Gas Tax Funding Agreement and that report has not been filed.
- (e) The UBCM is not required to pay a claim of the Recipient if Funds received by UBCM from Canada under the Gas Tax Agreement are insufficient to make the payment.

#### **2.4 Repayment Provisions**

Whenever the Recipient is obliged to pay monies to the UBCM, under section 3.4(c) or 2.1(c) or any other provision of this Agreement:

- (a) it shall forthwith provide to the UBCM the required payment together with a full accounting, certified under the Chief Financial Officer's signature, of what monies the Recipient believes are owing to the UBCM, and the circumstances giving rise to the obligation to pay;
- (b) the Recipient shall, at the request of the UBCM, make available to the UBCM and its auditors all accounts and records and documents relating to the repayment; and
- (c) the repayment shall constitute a debt to the UBCM and, unless repaid by the Recipient to UBCM, the UBCM may take steps to recover the unspent Funds, including deducting the debt from amount otherwise owing to the Recipient under this or another Gas Tax Agreement Funding Agreement.

### **3. COMMITMENTS AND ACKNOWLEDGEMENTS OF THE RECIPIENT**

#### **3.1 Eligible Project Approved for Funding and Changes to that Project**

- (a) The Eligible Project approved for funding is as described in Schedule B and funding under this Agreement is subject to completion of that Eligible Project. Funding under this Agreement will not be made available to the Recipient for an Eligible Project where the scope or Eligible Costs of the Eligible Project are different than that described in Schedule B, unless the Recipient has obtained prior written approval for the change from the Management Committee.
- (b) Management Committee shall not consider cost overruns on Eligible Projects other than in exceptional circumstances where:
  - (i) the Recipient informs the Management Committee as soon as it becomes aware that a cost overrun is probable;
  - (ii) the Management Committee approves the inclusion of the cost overrun as justifiable; and
  - (iii) Funds are available to cover the cost overrun.

#### **3.2 Requirement to Commence and Complete Project**

- (a) The Recipient will implement the Eligible Project in a diligent and timely manner, and has commenced or will commence carrying out the Eligible Project on or about March 1, 2015, or a later date approved in advance by the Management Committee,

(the Commencement Date) and will complete the Eligible Project no later than December 31, 2015, or a later date approved in advance by the Management Committee (the Completion Date).

- (b) Upon request by UBCM, the Recipient will provide evidence to UBCM that the Recipient has commenced the Eligible Project.
- (c) If, after the Commencement Date, and in the judgment of the Management Committee, the Recipient fails to demonstrate that the Eligible Project has commenced, this Agreement may be terminated at the option of the Management Committee, effective immediately.

### 3.3 Undertaking the Eligible Project

The Recipient will:

- (a) award and manage all contracts for the supply of services and/or materials to the Eligible Project in accordance with the Recipient's relevant policies and procedures;
- (b) award contracts for the supply of services and/or materials to the Eligible Projects in a manner that is transparent, competitive, and consistent with value for money principles;
- (c) comply with all legislated environmental assessment requirements and agree that no Funds will be committed to an Eligible Project until all required environmental assessment requirements have been satisfied; and
- (d) implement any mitigation measures identified in any environmental assessment of the Eligible Project.

### 3.4 Provisions relating specifically to Eligible Projects that are Environmentally Sustainable Municipal Infrastructure Projects

The Recipient agrees that:

- (a) in order to ensure completion of the Eligible Project as identified in this Agreement, the Eligible Project is subject to site visits at any time during construction and for a period of three years after its completion, and for this purpose, the Recipient will permit any member of the Management Committee, or its designate, at any reasonable time, to have access to the Eligible Project site;
- (b) upon completion of the Eligible Project, the Recipient or any other party to whom is assigned the ongoing responsibility for the Eligible Project shall take over full responsibility for the Eligible Project's operation, maintenance and repair;
- (c) except as provided for in paragraph (d), if, at any time within ten years from the date of completion of an Eligible Project, an Eligible Recipient sells, leases, encumbers or otherwise disposes of, directly or indirectly, any asset constructed, rehabilitated or improved, in whole or in part, with Funds made available under this Agreement, the Recipient shall repay the UBCM, on demand, a proportionate amount of the funds contributed by Canada, as follows:

Where Eligible Project asset is sold, leased, encumbered or disposed of:	Repayment of contribution (in current dollars)
--	--

Within 2 years after Eligible Project completion	100%
Between 2 and 5 years after Eligible Project completion	55%
Between 5 and 10 years after Eligible Project completion	10%
Rolling stock up to 10 years old	At book value depreciated according to GAAP

- (d) the repayment provision under paragraph (c) does not apply if the asset disposal is to Canada, British Columbia, a Local Government or a Crown corporation of British Columbia that is the latter's agent for the purposes of implementing this Funding Agreement or to another Eligible Recipient; and
- (e) it will notify the UBCM in writing as soon as practicable of any transaction triggering the above mentioned repayment.

### 3.5 Communications

The Recipient will ensure that:

- (a) all communications referring to projects funded under this Agreement clearly recognize Canada's investment and use the Canada word mark and a tagline;
- (b) permanent signage is placed in the location of projects funded under this Agreement, prominently identifying Canada's investment and including the Canada word mark. Where there is no fixed location for signage, such as a transit vehicle, a prominent marker will recognize Canada's contribution. All signage/plaques will be located in such a way as to be clearly visible to users, visitors and/or passersby;
- (c) a minimum of 21 days notice of an event or announcement in relation to a project funded under this Agreement is given to Canada, British Columbia and UBCM, in order that all orders of government may plan their involvement;
- (d) Canada, British Columbia and UBCM will each receive appropriate recognition in joint communications materials; and
- (e) joint communications material and signage will reflect Canada's communications policy, including the *Official Languages Act*, and federal-provincial identity graphics guidelines. Costs related to announcement and signage in the French language will be the responsibility of Canada.

### 3.6 Record Keeping, Reporting, and Audit

The Recipient will:

- (a) maintain proper and accurate accounts and records, including invoices, statements, receipts and vouchers in respect of all Eligible Projects that receive Funds and ensure that such records are kept for at least three years after termination of this Agreement and, upon reasonable notice, make them available to Canada or UBCM;
- (b) permit an audit of an Eligible Project and fully cooperate with any auditor retained by the UBCM for such purpose; and
- (c) provide to the UBCM, no later than July 1 of each year, a written report clearly setting out the following information for the previous fiscal year, and cumulatively from the date of this Agreement:
  - (i) the amount received from UBCM under this Agreement;
  - (ii) the aggregate amount of Funds paid for Eligible Costs of Eligible Projects under this Agreement;

- (iii) the amount, if any, held at year end to be paid for Eligible Costs of Eligible Projects under this Agreement;
- (iv) for each Eligible Project:
  - (A) the location;
  - (B) the investment category;
  - (C) the amount and identity of all sources of funding;
  - (D) the progress made towards its completion;
  - (E) the nature of the investment;
  - (F) the outcomes and outputs expected and achieved, stated in accordance with the indicators established by the Partnership Committee and provided in writing to the Recipient by UBCM; and
- (v) a declaration from the Chief Financial Officer that to the best of that officer's knowledge:
  - (A) all funds paid under this Agreement have been expended for Eligible Costs of Eligible Projects;
  - (B) each Eligible Project funded will result in net incremental spending on infrastructure in accordance with the methodology for measuring incrementality approved by the Partnership Committee; and
  - (C) the Recipient's financial statements were prepared following accounting rules of the Public Sector Accounting Board; and
- (d) if requested, provide to UBCM additional information that may be required in order for UBCM to fulfill its reporting, audit and evaluation requirements under the Gas Tax Agreement, including information with respect to use of Funds, incremental spending, Eligible Projects, outputs and outcomes of the investment, and related communications activities.

### 3.7 Indemnity

The Recipient will indemnify and save harmless Canada and the UBCM, their officers, servants, employees or agents from and against all claims and demands, losses, costs, damages, actions, suits or other proceedings by whomsoever brought or prosecuted in any manner based upon, or occasioned by, any injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights caused by or arising directly or indirectly from:

- (a) all Eligible Projects;
- (b) the performance of this Agreement or the breach of any term or condition of this Agreement by the Recipient, its officers, employees, and agents, or by a Third Party and any of its officer, employees, servants or agents;
- (c) the design, construction, operation, maintenance and repair of any part of an Eligible Project; and
- (d) any omission or other willful or negligent act of the Recipient or Third Party and their respective employees, officers, servants or agents;

except to the extent to which such claims and demands, losses, costs, damages, actions, suits or other proceedings relate to an act of negligence of an officer, employee or agent of Canada or UBCM in the performance of his or her duties.

## **4. DISPUTE RESOLUTION, DEFAULT AND REMEDIES**

### **4.1 Dispute Resolution**

- (a) The UBCM and the Recipient are committed to working together and making all efforts to reach agreement on fulfillment of the terms and conditions of this Agreement and the UBCM's obligations to Canada and British Columbia under the Gas Tax Agreement. This includes early and ongoing communications and information sharing.
- (b) In the event of an unresolved dispute between the two parties regarding the terms and conditions of this Agreement, either party may refer the dispute to the dispute resolution process to be developed by the Partnership Committee.

### **4.2 Default and Remedies**

- (a) If the Recipient fails to observe or comply with any of the terms or conditions set out in this Agreement, the UBCM, upon recommendation of the Management Committee, may, at its discretion exercisable by written notice to the Recipient, reduce, suspend or terminate any further payment.
- (b) On receipt of a default notice under this section, the Recipient must, within 30 days of receipt of such notice, remedy the default, or demonstrate to the satisfaction of the UBCM that it has taken sufficient actions as necessary to commence curing the default or must proceed to dispute resolution.
- (c) If and so long as the Recipient remains in default of this Agreement after notice, pursuant to this section has been given, the UBCM's obligation to make any further payments pursuant to section 2.3 of this Agreement are suspended.

## **5. MISCELLANEOUS**

### **5.1 Term**

This Agreement shall commence on the date that it is fully executed by both of the Parties and shall expire on June 30, 2017.

### **5.2 Binding Obligations**

Each party declares to the other that the signing and execution of this Agreement was duly and validly authorized, and that each party has incurred a legal and valid obligation in accordance with the terms and conditions of this Agreement.

### **5.3 Survival**

The rights and obligations, set out in Sections 2.3, 2.4, 3.2, 3.4, 3.5, 3.6 and 3.7 will survive the expiry or early termination of this Agreement and any other section which is required to give effect to the termination or to its consequences shall survive the termination or early termination of this Agreement.

#### **5.4 Governing law**

This Agreement is governed by the laws applicable in British Columbia.

#### **5.5 No Agency**

It is understood, recognized and agreed that no provision of this Agreement and no action by the Parties will establish or be deemed to establish a partnership, joint venture, principal-agent relationship or employer-employee relationship in any way or for any purpose whatsoever between the UBCM and the Recipient, or between the UBCM, the Recipient and a Third Party.

#### **5.6 No Authority to Represent**

Nothing in this Agreement is to be construed as authorizing one Party to contract for or to incur any obligation on behalf of any other Party or to act as agent for any other Party. Nothing in this Agreement is to be construed as authorizing any Eligible Recipient or any Third Party to contract for or to incur any obligation on behalf of Canada, British Columbia or UBCM or to act as agent for Canada, British Columbia or UBCM.

#### **5.7 Counterpart Signature**

This Agreement may be signed in counterpart, and the signed copies will, when attached, constitute an original Agreement.

#### **5.8 Values and Ethics Code**

No person governed by the post-employment, ethics and conflict of interest guidelines of Canada will derive a direct benefit from this Agreement unless that person complies with the applicable provisions.

#### **5.9 Severability**

If for any reason a provision of this Agreement that is not a fundamental term is found to be or becomes invalid or unenforceable, in whole or in part, it will be deemed to be severable and will be deleted from this Agreement, but all the other terms and conditions of this Agreement will continue to be valid and enforceable.

#### **5.10 No Assignment**

This Agreement is not assignable by the Recipient and the Recipient shall not assign, pledge, or otherwise transfer any entitlement to Funds under this Agreement to any person and shall upon receipt of Funds hereunder pay and expend such Funds thereafter only in accordance with the terms and conditions of this Agreement.

#### **5.11 Joint Projects**

Despite section 5.10, where the tangible capital asset resulting from the Eligible Project is, or will be, owned in whole or in part by an Eligible Recipient other than the Recipient, the Recipient may, upon prior written approval of the Management Committee, assign the obligations under this Agreement in relation to that Eligible Project to the owner of the asset.

#### 5.12 Waiver

A Party may waive any right under this Agreement only in writing; and any tolerance or indulgence demonstrated by that Party will not constitute waiver of such right. Unless a waiver is executed in writing, that Party will be entitled to seek any remedy that it may have under this Agreement or under the law.

#### 5.13 Amendments

This Agreement may be amended from time to time on written agreement of the Parties.

#### 5.14 Notice

Any notice, information, or document provided for under this Agreement will be effectively given if delivered or sent by letter, postage or other charges prepaid, or by facsimile or email. Any notice that is delivered will have been received on delivery; and any notice mailed will be deemed to have been received eight calendar days after being mailed. Any notice, information or document sent by facsimile or email will be deemed validly received when so transmitted.

Any notice to the UBCM will be addressed to:

Executive Director  
Union of British Columbia Municipalities  
60 – 10551 Shellbridge Way  
Richmond, British Columbia  
V6X 2W9

Facsimile: 604-270-9116

Email: [ubcm@ubcm.ca](mailto:ubcm@ubcm.ca)

Any notice to the Recipient will be addressed to:

The Corporate Officer at the place designated as the local government office.

Each Party may change the contact information that it has stipulated by notifying in writing the other Parties of the new contact information.

**SIGNATURES**

This Agreement has been executed on behalf of the Recipient and the Union of British Columbia Municipalities by those officers indicated below and each person signing the agreement represents and warrants that they are duly authorized and have the legal capacity to execute the agreement.

TOWN OF LADYSMITH

UNION OF BRITISH COLUMBIA  
MUNICIPALITIES

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
UBCM Corporate Officer

\_\_\_\_\_  
Corporate Officer

\_\_\_\_\_  
General Manager Victoria Operations

## SCHEDULE A – Eligible and Ineligible Costs

### 1. Eligible Costs

#### 1.1 Eligible Project Costs

Eligible Costs will be all direct costs which are, in the Parties' opinion, properly and reasonably incurred, and paid by an Eligible Recipient under a contract for goods and services necessary for the implementation of an Eligible Project. Eligible costs may include only the following:

- (a) the capital costs of acquiring, constructing or renovating a tangible capital asset, and any debt financing charges related thereto;
- (b) the fees paid to professionals, technical personnel, consultants and contractors specifically engaged to undertake the surveying, design, engineering, manufacturing or construction of a project infrastructure asset and related facilities and structures; and
- (c) the costs of environmental assessments, monitoring, and follow-up programs as required by the *Canadian Environmental Assessment Act*, or a Provincial equivalent.

#### 1.2 Eligible Costs in relation to a Recipient's Employees and Equipment

Except for those costs specifically set out as ineligible under section 2(c), the incremental costs of the Recipient's employees or equipment may be included in its Eligible Cost under the following conditions:

- (a) the Recipient has determined that it is not economically feasible to tender a Contract;
- (b) employees or equipment are employed directly in respect of the work that would have been the subject of the Contract; and
- (c) the arrangement is approved in advance and in writing by the Management Committee.

### 2 Ineligible Costs

Costs related to the following items are ineligible costs:

- (a) Eligible Project costs incurred before the date on which an application for funding for the Eligible Project was made;
- (b) services or works that, in the opinion of the Parties, are normally provided by the Eligible Recipient or a related party;
- (c) an Eligible Recipient's overhead costs, its direct or indirect operating or administrative costs and, more specifically, its costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by its staff;
- (d) costs of feasibility and planning studies for individual Eligible Projects;
- (e) taxes for which the Eligible Recipient is eligible for a tax rebate and all other costs eligible for rebates;
- (f) costs of land or any interest therein, and related costs;
- (g) routine repair and maintenance costs;
- (h) legal fees;
- (i) audit and evaluation costs;
- (j) except as specified under section 1.2 above, salaries and other employment benefits of any employees of the Eligible Recipient;
- (k) except as specified under section 1.2 above, costs of leasing of equipment by the Eligible Recipient; and
- (l) administrative costs incurred as a result of implementing this Agreement.

## **SCHEDULE B – Eligible Project**

The following is the Eligible Project for purposes of this Agreement:

### **Ladysmith Bio-Solids Composting Facility**

Construction of a composting facility at the Public Works Yard, including odour control, building, and equipment.