



# 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, SEPTEMBER 28, 2015  
Call to Order 3:30 p.m.  
Closed Meeting immediately following the Regular Meeting

## AGENDA

1. CALL TO ORDER
2. AGENDA APPROVAL
3. MINUTES
  - 3.1. Minutes of the Regular Meeting of Council held August 17, 2015 ..... 1 - 8
4. REPORTS
  - 4.1. Protective Services Committee Recommendations..... 9  
Meeting of September 15, 2015

Committee Recommendations:

That Council:

1. Request the Ladysmith Protective Services Committee to work with participating agencies/organizations to host a “Mastering Public Disaster Public Planning and Preparedness” event, to be hosted on October 14, 2015 at the Ladysmith Secondary School multi-purpose room  
(Ratification of electronic vote)
2. Ensure that Town staff and first responders are provided with workplace disaster kits in 2015
3. Establish an incentive policy that will facilitate personal preparedness for both Town staff and first responders
4. Request that potential earthquake hazards be included into Health and Safety workplace evaluations at Town buildings
5. Request the Parks, Recreation and Culture Commission to review the suitability of the fire pit at Transfer Beach

Staff Comment:

Most staff have been trained in basic emergency response. In addition, staff who are required to attend at an Emergency Operations Centre or Emergency Social Services Centre are trained at a higher level. Grab and Go kits are provided in the workplace for staff and there is a payroll deduction plan for staff to purchase emergency kits for home use. Members of Ladysmith Fire/Rescue can access these programs. Buildings are surveyed monthly for safety issues as part of the regular Occupational Health and Safety inspections, including for emergency or earthquake preparedness.

There is no funding allocated for emergency preparedness kits in the 2015 budget; this request could be referred to the 2016 Financial Plan discussions or funded by reprioritizing projects in 2015. Council direction is requested.

**4.2. Permissive and Revitalization Tax Exemption Properties for 2016 ..... 10 - 13**

Staff Recommendation:

That Council receive the report from the Director of Financial Services regarding the Permissive and Revitalization Tax Exemption Properties for 2016, and proceed with first three readings of the following bylaws, which appear under the Bylaws section of the Council agenda:

1. Permissive Tax Exemption Bylaw 2015, No. 1890
2. Revitalization Tax Exemption Bylaw 2007, No. 1625, Amendment Bylaw 2015, No. 1892

**4.3. Memorandum of Understanding – Cowichan Valley Local Government Recreation Management Software Procurement ..... 14 - 21**

Staff Recommendation:

That Council:

1. Approve the proposed Memorandum of Understanding for Cowichan Valley Local Governments to develop requirements and procure new recreation management software; and
2. Authorize the Mayor and Corporate Officer to Execute the Agreement

**4.4. Lease Agreement and Temporary Use Permit – Roundhouse Buildings – Machine Shop Site (614 Oyster Bay Drive) – Ladysmith and District Historical Society for the Repair and Restoration of Locomotive #11 and Humdurgin..... 22 - 41**

Staff Recommendation:

That Council direct staff to:

1. Process a Temporary Use Permit (TUP) to allow the Ladysmith and District Historical Society (LDHS) to use the Roundhouse Building on

the Machine Shop site located at 614 Oyster Bay Drive for the repair and restoration of the artifacts known as Locomotive #11 and the Humdurgin, and that the application fee in the amount of \$1,500 plus advertising costs be waived.

2. Process notification, in accordance with the *Community Charter*, of the proposed lease agreement between the Town of Ladysmith and the LDHS for the Roundhouse Building for the repair and restoration of the Locomotive #11 and the Humdurgin, commencing on October 6, 2015 for a two year term, with the option to renew the agreement for an additional two year term, and waive the monthly rental fee of \$924.38 plus tax; and the Mayor and Corporate Officer be authorized to execute the lease agreement.
3. Include the Roundhouse located at 614 Oyster Bay Drive and a portion of the fenced area compound in the 2016 Permissive Tax Exemption Bylaw 1890.

**4.5. Official Community Plan Amendments 2015 – Bylaw 1891..... 42 - 44**

Staff Recommendation:

1. That pursuant to s.879 of the *Local Government Act* (consultation during OCP development), Council has considered whether consultation should be early and ongoing and directs staff to undertake the following consultation:
  - (a) Refer the proposed new policies and policy amendments to the Advisory Planning Commission for review and comment, and
  - (b) Refer Bylaw 1891 to Stz’uminus First Nation pursuant to the Town’s Memorandum of Understanding.
2. That under the Bylaw’s portion of the agenda, Council proceed with the first two readings of “Official Community Plan Bylaw 2003, No. 1488, Amendment Bylaw (No. 46) 2015, No. 1891”, and refer the Bylaw to Public Hearing.

**5. BYLAWS**

**5.1. Road Closure and Dedication Removal Bylaw 2015, No. 1885 ..... 45 - 46**  
May be read a first, second and third time.

The purpose of Bylaw 1885 is to close to traffic and remove the highway dedication of the undeveloped portion of Peerless Road in order to sell it to an adjacent property owner.

**5.2. Town of Ladysmith Development Approval Information Bylaw 2015, No. 1887 ..... 47 - 57**  
Third reading may be rescinded; Bylaw 1887 may be amended and read a third time.

The purpose of Bylaw 1887 is to establish procedures and policies on the process for requiring Development Approval Information.

Council will recall that Ladysmith Development Approval Information Bylaw 2015, No. 1887 was given first three readings at the August 17, 2015 Regular Council meeting. A discussion regarding the bylaw took place and as a result of comments made by Council at the meeting, Staff has amended Bylaw No. 1887 and requests Council’s consideration of the following recommendations:

That Council:

1. Rescind third reading of “Ladysmith Development Approval Information Bylaw 2015, No. 1887”;
2. Amend Section C “Natural Environment” of Schedule A of Bylaw 1887 as follows:
  - Replace the heading of Section C with “Natural Environment / Hazardous Conditions”
  - Delete the first paragraph and replace it with the following:  
“If the Town requires development approval information that relates to the impact of development on the natural environment or for the protection of development from hazardous conditions, the following information may be required:”
  - Delete the 8th bullet and replace it with the following:  
“Provide an analysis of the geotechnical conditions of the site including, but not limited to soil composition, profiles, agricultural suitability and capability, geologic process and/or terrain stability and subsidence, and slopes greater than 30 degrees at one metre contours.”
  - Delete the 10th bullet and replace it with the following:  
“At a suitable scale, map and overlay onto the site plan for the proposed development the findings from the required Natural Environment / Hazardous Conditions analysis.”
3. Proceed with third reading, as amended, of Bylaw 1887.

- 5.3. Town of Ladysmith Permissive Tax Exemption Bylaw 2015, No. 1890 ..... 58 - 66**  
May be read a first, second and third time.

This bylaw is the subject of a staff report under agenda item 4.2. The purpose of Bylaw 1890 is to exempt certain buildings and land from taxation, as provided in the *Community Charter*.

- 5.4. Town of Ladysmith Revitalization Tax Exemption Bylaw 2007, No. 1625, Amendment Bylaw 2015, No. 1892..... 67 - 68**  
May be read a first, second and third time.



This bylaw is the subject of a staff report under agenda item 4.2. The purpose of Bylaw 1892 is to partially exempt certain revitalized properties from taxation..

- 5.5. Town of Ladysmith Official Community Plan Bylaw 2003, No. 1488, Amendment Bylaw (No.46) 2015, No. 1891..... 69 - 72**  
May be read a first and second time, and a public hearing may be scheduled.

Bylaw 1891 is the subject of a staff report under section 4.5 of the agenda. The purpose of Bylaw 1891 is to amend the Official Community Plan in order to reflect legislative changes or other plans, reports or studies adopted by Council.

- 5.6. Town of Ladysmith Nuisance Abatement Bylaw 2015, No. 1893 ..... 73 -75**  
May be read a first, second and third time.

The purpose of Bylaw 1893 is to define nuisances and authorize the Town to take steps to address the nuisance and recover any associated costs.

- 5.7. Town of Ladysmith Property Maintenance Bylaw 2015, No. 1894..... 76 - 78**  
May be read a first, second and third time.

The purpose of Bylaw 1894 is to establish standards and a process for enforcing the maintenance of property in the Town.

- 5.8. Town of Ladysmith Ticket Information Utilization Bylaw 2002, No. 1457, Amendment Bylaw 2015, No. 1895..... 79 - 80**  
May be read a first, second and third time.

The purpose of Bylaw 1895 is to amend the Ticket Information Utilization Bylaw in order to include fines associated with Nuisance Abatement Bylaw 1893 and Property Maintenance Bylaw 1894.

**6. CORRESPONDENCE**

- 6.1. Mike Smith, Ladysmith Golf Course Society .....81**  
**Request for Town Assistance in Obtaining Liability Insurance Coverage**

Staff Comments:

The Town has assisted other community groups such as the Kinsmen Club of Ladysmith in obtaining liability insurance for community events. This coverage is available through the Municipal Insurance Association under its Associate Member Program on the condition that the associate member is providing a service for the local government. In this case, the Ladysmith Golf Course provides recreational services by managing an open-to-all golf course within the Town boundaries. The society must enter into a Service Provider Agreement with the Town (see attached). The annual fee for this additional insurance coverage is \$250 for which the

Golf Course Society will be responsible. In order to proceed with this request, the Town is required to:

- Adopt a resolution authorizing the Town to enter into a Service Provider Agreement with the Society
- Execute a Service Provider Agreement signed by both parties
- Process payment of the \$250 annual premium

Staff Recommendation:

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

**6.2. Gerry Beltgens, Rotary Club of Ladysmith  
Proposal for Playground Amenities at Transfer Beach ..... 82 - 87**

Staff Comment:

Staff have reviewed the proposal and confirmed that the project will enhance the park for users of the facilities.

Staff Recommendation:

That Council direct staff to work with the Rotary Club of Ladysmith in completing the proposed project to enhance playground amenities at Transfer Beach Park, and that Council authorize the Town to execute the project Memorandum of Understanding.

**6.3. Christine Beryl  
Request for Waving of Late Filing Penalty for Homeowner Grant ..... 88 - 91**

Staff Comments:

Tax penalties are applied based on the *Community Charter* Municipal Tax Regulation 426/2003 3(a) whereby:

“the collector must add to the unpaid property taxes for the parcel and improvements for the current year a penalty equal to 10% of the portion that remains unpaid....”

In this case, the penalty was applied on the outstanding \$1,045 which is equivalent to the additional Home Owner Grant amount. Notification that the Home Owner Grant must be claimed by the tax due date was on the tax notice, Home Owner Grant application, the tax insert that accompanied the tax notice and advertised in the newspaper and on the Town’s website.

Within 30 days of the tax due-date, the Town must pay over to the other jurisdictions 75 to 100 per cent of the taxes levied on their behalf, regardless whether individual property tax payments have been received by that time. Penalties are levied to ensure prompt payment is received.

Staff Recommendation:

That, in response to the appeal from Christine Beryl, Council confirm that it will not waive the 10 per cent tax penalty imposed for 2015.

**6.4. Ron Legault, Ladysmith Kinsmen Club  
Proposal to Install a Storage Facility at Forrest Field .....92**

Staff Comment:

Staff have reviewed the proposed project and confirm that it will add an important amenity for users of the facilities.

Staff Recommendation:

That Council refer the proposal from the Ladysmith Kinsmen Club for the installation of a storage facility at Forrest Field to staff to develop a project Memorandum of Understanding for Council’s approval.

**7. NEW BUSINESS**

**7.1. The Music Hall Food Company – Patron Participation Entertainment  
Endorsement..... 93 - 95**

Background:

The Province mandates what types of Liquor Licences are referred to local government. Providing input to the Liquor Control and Licensing Branch about Liquor Licences is optional. The Town has a fee for the review of or changes to Liquor Primary Licences, but not for Food Primary Licences. The addition of “patron participation entertainment endorsement” for a Food Primary License involves a referral to Council. A Council resolution is required even if Council is not providing comments.

If Council wishes to provide comments to the Liquor Control and Licensing Branch on the change requested by the Music Hall Food Company to its Food Primary Liquor to add “patron participation entertainment endorsement” those comments must be provided within 90 days of receipt of the application by the Town (i.e. by November 26, 2015).

Staff Recommendation:

Two options are provided for Council’s consideration.

**Option 1:**

That Council advise the Liquor Control and Licensing Branch that it does not wish to provide comments on the change requested by the Music Hall Food Company to its Food Primary Liquor Licence to add “patron participation entertainment endorsement” as outlined in its Letter of Intent.

**Option 2:**

That Council direct staff to:

- a) Gather the view of residents by direct mail to properties within 60 metres of the Music Hall Food Company located at 18 Roberts Street and request the Owner to place the letter/ notice in the business window, and
- b) Report back to Council regarding the matters outlined in section 53 of the Liquor Control and Licensing Regulation as outlined in Part 12 of the attached application form.

## 7.2. Upcoming Council Meeting Schedule

Council has directed staff to schedule a special closed meeting of Council on October 19, 2015 in accordance with Sec. 90(1)(l) of the Community Charter (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];). Staff also requests Council's consideration of rescheduling the October 5, 2015 Regular Council meeting to Tuesday, October 13, 2015 to accommodate statutory notification requirements. As such, Council's consideration of the following staff recommendation is requested:

That, in accordance with Sec. 2.3 of Council Procedure Bylaw No. 1666, the regular Council meeting scheduled to commence at 7:00 p.m. on October 19, 2015 be cancelled, and the Regular Council meeting scheduled for October 5, 2015 be rescheduled to October 13, 2015.

## 8. UNFINISHED BUSINESS

### 9. 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.

### 10. CLOSED SESSION

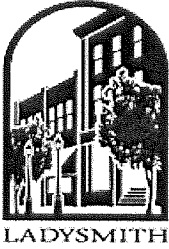
In accordance with section 90(1) of the *Community Charter*, this section of the meeting will be held *In Camera* to consider the following items:

- 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
- 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*]

## **11. RISE AND REPORT**

### **ADJOURNMENT**





TOWN OF LADYSMITH  
MINUTES OF A REGULAR MEETING OF COUNCIL  
MONDAY, AUGUST 17 2015  
COUNCIL CHAMBERS, CITY HALL  
CALL TO ORDER 7:00 P.M.

**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

John Manson

Sandy Bowden

Clayton Postings

Felicity Adams

Joanna Winter

**CALL TO ORDER**

Mayor Stone called this Regular Meeting of Council to order at 5:00 p.m.

**CLOSED SESSION**

**CS 2015-273**

*Moved and seconded:*

That Council retire into Closed Session at 5:01 p.m. in order to consider the following items:

- the receipt of advice that is subject to solicitor-client privilege, including communications necessary for that purpose
- 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
- negotiations and related discussions respecting the proposed provision of a municipal service that are at their preliminary stages and that, in the view of the council, could reasonably be expected to harm the interests of the municipality if they were held in public
- 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]

*Motion carried.*

Mayor Stone reconvened the Regular Session of Council at 7:00 p.m. and acknowledged the traditional territory of the Stz'uminus First Nation.

**AGENDA APPROVAL**

**CS 2015-274**

*Moved and seconded:*

That the agenda for the Regular Council Meeting of August 17, 2015 be approved as amended by the following additions:

10.1 Community Stage

10.2 Works Crew  
*Motion carried.*

**CS 2015-275** *Moved and seconded:*  
That the minutes of the Regular Meeting of Council held July 20, 2015 be approved as circulated.  
*Motion carried.*

**DELEGATIONS**

**Griffin Russell, Gord Long  
The Dogwood Drive Challenge**

Griffin Russell and Gordon Long spoke on behalf of residents of Dogwood Drive, expressing strong concern about speeding on the road. They asked Council to consider implementing measures to reduce speeding and enforce speed limits on the street, particularly in the vicinity of the Holland Creek Trail entrance and Holland Creek playing fields.

**CS 2015-276** *Moved and seconded:*  
That Council refer the matter of speeding concerns on Dogwood Drive to staff for review and consideration of mitigation strategies.  
*Motion carried.*

**DEVELOPMENT  
APPLICATIONS**

**Development Variance Permit Application – 509 French Street (G. Sedola) – Lot 5, Block 127, Oyster District, Plan 703A**

**CS 2015-277** *Moved and seconded:*  
That Council issue Development Variance Permit 3090-15-02 to vary the permitted siting for a proposed single storey coach house dwelling within an existing accessory building and to legalize the siting of an existing garden shed on Lot 5, Block 127, Oyster District, Plan 703A (509 French Street), and authorize the Mayor and Corporate Officer to sign the Development Variance Permit.  
*Motion carried.*

**CS 2015-278** **Coach House Intensive Residential Development Permit Application – 509 French Street (G. Sedola) – Lot 5, Block 127, Oyster District, Plan 703A**

*Moved and seconded:*  
That Council issue Development Permit 3060-15-08 to permit the issuance of a building permit for the conversion of an existing accessory building to a single storey coach house dwelling on Lot 5, Block 127, Oyster District, Plan 703A (509 French Street), and authorize the Mayor and Corporate Officer to sign the Development Permit.  
*Motion carried.*



**Coach House Intensive Residential Development Permit Application  
- 425 French Street (D. McNeil) – Lot 7, Block 92, Oyster District,  
Plan 703A**

*Moved and seconded:*

**CS 2015-279**

That Council issue Development Permit 3060-15-11 to permit the issuance of a building permit for the construction of a single storey coach house dwelling on Lot 7, Block 92, Oyster District, Plan 703A (425 French Street); and that Council authorize the Mayor and Corporate Officer to sign the Development Permit.

*Motion carried.*

**Official Community Plan Amendment / Rezoning Application –  
Holland Creek Development (Glencar Consultants Inc.) – Lot 1, Block  
192, District Lot 103, Oyster District, Plan EPP44156**

*Moved and seconded:*

**CS 2015-280**

1. That Council direct staff to:

- a. Review OCP amendment / rezoning application 3360-15-02 submitted by Glencar Consultants Inc. for Lot 1, Block 192, District Lot 103, Oyster District, Plan EPP44156, within the scope of the Town's planning documents including the Official Community Plan, Holland Creek Area Plan, and the Visioning Report;
- b. Review the application in conjunction with the Financial Plan and the Liquid Waste Management Plan;
- c. Request G.P. Rollo and Associates to provide comments on the proposed commercial land use and to waive the Purchasing Policy in this regard; and
- d. Give priority to a comprehensive review of the transportation and servicing aspects for the new neighbourhood in the Holland Creek Development Area and provide recommendations to Council for the consideration of development phasing and financing, including potential modifications and amendments to the existing DCC Program.

2. Pursuant to s. 879 of the *Local Government Act* (Consultation during OCP development), that Council direct that consultation shall be early and on-going for OCP amendment application 3360-15-02 and include the following consultation plan:

- a. The applicant shall host a project website, hold open houses about the application and at least two public meetings with presentations about the application prior to the holding of the public hearing. Public input will assist with the refinement of the proposal and presentations will respond to input and questions from the public. Further public consultation may be directed by Council as the review proceeds. Reports from the public processes shall be provided to the Town following each open house/meeting in a form acceptable to the Director of Development Services;
- b. Staff shall refer the application to the Advisory Planning

Commission for review and comment at times to be determined by the Director of Development Services. The applicant will be invited by staff to make a presentation to the Advisory Planning Commission;

- c. The application shall be referred to School District #68 for school planning purposes and pursuant to s. 881 of the *Local Government Act*;
- d. The application shall be referred to Stz'uminus First Nation pursuant to the Town's Memorandum of Understanding; and
- e. The Director of Development Services may refer the application to provincial or federal agencies.

*Motion carried.*

#### **Development Approval Information Bylaws**

*Moved and seconded:*

**CS 2015-281**

1. That Council has considered s. 879 of the *Local Government Act* (consultation during OCP development) and determines that for Official Community Plan (OCP) amendment Bylaw 1886 that would establish a Development Approval Information (DAI) Area, the Bylaw be referred to the Stz'uminus First Nation and the Advisory Planning Commission.

2. That under the Bylaws portion of the agenda, Council proceed with:

- a. First two readings of "Official Community Plan 2003, No. 1488, Amendment Bylaw (No. 45) 2015, No. 1886" to establish a Development Approval Information (DAI) Area and refer the Bylaw to a Public Hearing, and
- b. First three readings of "Development Approval Information Bylaw 2015, No. 1887" to establish procedures and policies for requiring Development Approval Information.

*Motion carried.*

#### **REPORTS**

##### **Municipal Services Committee Recommendations (Meeting of July 20, 2015)**

*Moved and seconded:*

**CS 2015-282**

That Council direct staff to present terms of reference for an updated waterfront area plan to the August 17, 2015 meeting of Council for review.

*Motion carried.*

*Moved and seconded:*

**CS 2015-283**

That, in accordance with Section 13 of the *Community Charter*, Council authorize staff to finalize the Managed Information Technology (IT) Services Agreement with the District of North Cowichan for the provision of IT support services commencing in September 2015 for an initial three year term at a cost not to exceed \$75,000 for the first year and an inflationary increase for years thereafter.

*Motion carried.*

**CS 2015-284**

*Moved and seconded:*

That Council adopt the following water conservation measures:

- Establish a Council policy on Sustainable Drought Tolerant Planting Strategies in Fall 2015
- Establish a policy on Municipal Water Use during water restrictions in Fall 2015
- Consider adopting further water conservation measures
- Review Water Metering for non-residential properties.

*Motion carried.*

**CS 2015-285**

*Moved and seconded:*

That Council direct staff to report to Council regarding the authority to determine when to secure building permits for Town construction projects.

*Motion carried.*

#### **Financing for Ladysmith Fire/Rescue 2005 Spartan Engine #2**

*Moved and seconded:*

**CS 2015-286**

That Council direct staff to enter into an equipment leasing agreement with the Municipal Finance Authority for up to \$46,400 for a period of five years, to continue the financing of the 2005 Spartan Engine #2, pursuant to section 175 of the *Community Charter*.

*Motion carried.*

#### **Nuisance Abatement**

*Moved and seconded:*

**CS 2015-287**

That Council support in principle the nuisance abatement process and associated bylaw as outlined in the staff report and direct staff to proceed with the establishment of the process, and that the new Nuisance Abatement Bylaw be placed on the next Council agenda for first three readings.

*Motion carried.*

#### **Holland Creek Traffic Study Update**

*Moved and seconded:*

**CS 2015-288**

That Council rescind the following Resolution CS 2015-263:

That Council:

1. Direct staff to coordinate a Traffic Study for the Holland Creek Area Plan, which will incorporate all major development proposals for this area and require that the developers agree to cover the cost of the study (paid in advance) and generally follow the terms of reference as outlined in the report from the Director of Infrastructure Services dated July 20, 2015
2. Waive the purchasing policy 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; and

3. Agree to cost share 25 per cent of the cost of the study, with funding to come from Gas Tax Funds in 2016, provided that all of the developers in the Holland Creek Local Area agree to the proposed Study Terms of Reference and the total cost of the study does not exceed \$25,000.

*Motion carried.*

*Moved and seconded:*

**CS 2015-289**

That Council authorize staff to proceed with a Town funded Traffic Study, to a maximum cost of \$30,000, with funding allocated from Gas Tax funds, and amend the Financial Plan accordingly.

*Motion carried.*

**Subdivision and Development Servicing Bylaw Amendments – Works and Services 136 - 138**

*Moved and seconded:*

**CS 2015-290**

That Council direct staff to:

1. Amend the Subdivision and Development Servicing Bylaw to allow for a reduction in the curb, sidewalk, and street tree standard for single family developments involving a single lot in existing neighborhoods to match the existing standard of the neighborhood; and
2. Relax the requirement of a concrete curb and street tree for the building permit application for 430 Walker Ave.

*Motion carried.*

**BYLAWS**

**Town of Ladysmith Parks Usage Bylaw 1995, No. 1158, Amendment Bylaw 2015, No. 1882**

*Moved and seconded:*

**CS 2015-291**

That Town of Ladysmith Parks Usage Bylaw 1995, No. 1158, Amendment Bylaw 2015, No. 1882 be adopted.

*Motion carried.*

**Town of Ladysmith Dog Licencing, Control and Pound Bylaw 1995, No. 1155, Amendment Bylaw 2015, No. 1883**

*Moved and seconded:*

**CS 2015-292**

That Town of Ladysmith Dog Licencing, Control and Pound Bylaw 1995, No. 1155, Amendment Bylaw 2015, No. 1883 be adopted.

*Motion carried.*

OPPOSED: Councillor Hutchins

**Town of Ladysmith Community Centre and Facilities Fees and Charges Bylaw 2015, No. 1884**

*Moved and seconded:*

**CS 2015-293**

That Town of Ladysmith Community Centre Fees and Charges Bylaw 2015, No. 1884 be adopted.

*Motion carried.*

**Ladysmith Official Community Plan Bylaw 2003, No. 1488,  
Amendment Bylaw (No. 45) 2015, No. 1886**

*Moved and seconded:*

**CS 2015-294**

That Town of Ladysmith Official Community Plan Bylaw 2003, No. 1488, Amendment Bylaw (No. 45) 2015, No. 1886 be read a first and second time and a public hearing scheduled.

*Motion carried.*

**Ladysmith Development Approval Information Bylaw 2015, No. 1887 ..**

*Moved and seconded:*

**CS 2015-295**

That Ladysmith Development Approval Information Bylaw 2015, No. 1887 be read a first, second and third time.

*Motion carried.*

**CORRESPONDENCE**

**Jonathan Zeiler, Ladysmith Festival of Lights  
Request for Town Assistance in Obtaining Liability Insurance  
coverage**

*Moved and seconded:*

**CS 2015-296**

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

*Motion carried.*

**Pascale Knoglinger, BC Economusée**

**Street Signage Proposal for new Economusée Site at Mary Fox  
Pottery Studio**

*Moved and seconded:*

**CS 2015-297**

That Council accept the Economusée post sign and banner as requested in the correspondence from Economusée dated July 30, 2015 for the Mary Fox Pottery studio under the heritage designation exemption in Sign & Canopy Bylaw 1176, and direct that such designations be clarified in the review of Bylaw 1176 planned for 2016.

*Motion carried.*

**Sharon Hamilton, Ladysmith Resources Centre Association  
Clarification of Administrative Costs as Requested by Council**

*Moved and seconded:*

**CS 2015-298**

That Council confirm the following grants-in-aid to the Ladysmith Resources Centre Association for 2015:

Ladysmith Resources Centre Association - 11,000

Victim Services

Ladysmith Resources Centre Association 8,000

Seniors

Volunteer Counselling

Soup Kitchen  
Dad's Drop-In  
Berry Mania  
Adventures in Early Literacy  
Mother Goose

Ladysmith Resources Centre Association - 8,000  
Youth at Risk  
Ladysmith Resources Centre Association - 8,000  
Family Support  
*Motion carried.*

Council requested that representatives of the Ladysmith Resources Centre Association provide regular reports to Council on the programs supported by Town of Ladysmith grants-in-aid.

**NEW BUSINESS**

**Community Stage**

*Moved and seconded:*

**CS 2015-299**

That Council write a letter of thanks and appreciation to Howie and Colleen Davis for all their community support and especially for their recent assistance with the community stage.

*Motion carried.*

**Appreciation to Town Staff**

*Moved and carried:*

**CS 2015-300**

That Council express their thanks and appreciation to all the Town staff who assisted with the new Transfer Beach playground.

*Motion carried.*

**CLOSED SESSION**

*Moved and seconded:*

**CS 2015-301**

That this Regular Meeting of Council recess at 8:07 p.m. in order to resume the Closed Session.

*Motion carried.*

**RISE AND REPORT**

Council rose from Closed Session at 9:15 p.m. without report.

**ADJOURNMENT**

*Moved and seconded:*

**CS 2015-302**

That this Regular Meeting of Council adjourn at 9:16 p.m.

*Motion carried.*

CERTIFIED CORRECT:

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

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



## Town of Ladysmith

### **COMMITTEE REPORT**

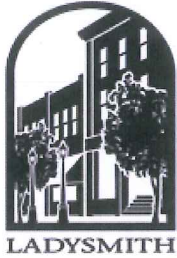
To: Mayor and Council  
From: Councillor Duck Paterson  
Chair, Protective Services Committee  
Date: September 15, 2015  
File No: 0550-20-PSC

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Re: **PROTECTIVE SERVICES COMMITTEE RECOMMENDATIONS**

At its September 15, 2015 meeting, the Protective Services Committee recommended that Council:

1. Request the Ladysmith Protective Services Committee to work with participating agencies/organizations to host a Mastering Disaster Public Planning and Preparedness event to be hosted on October 14, 2015 at the Ladysmith Secondary School gym. (Emailed to members September 15, 2015)
2. Request the Town ensure Town staff and first responders are provided with workplace Disaster Kits in 2015.
3. Request the Town establish an incentive policy that will facilitate personal preparedness for both Town staff and first responders.
4. Request that potential earthquake hazards be included into Health & Safety workplace evaluations at the Town of Ladysmith buildings.
5. Request the Parks Recreation and Culture Commission to review the suitability of the fire pit at Transfer Beach.



Town of Ladysmith  
**STAFF REPORT**

To: Ruth Malli, City Manager  
From: Erin Anderson, Director of Financial Services  
Date: September 1, 2015  
File No:

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Re: Permissive & Revitalization Tax Exemption Properties for 2016

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**RECOMMENDATION:**

That Council proceed with first three readings of following bylaws which appear under the Bylaws section of the Council agenda:

1. Permissive Tax Exemption Bylaw 2015, No. 1890
2. Revitalization Tax Exemption Bylaw 2007, No. 1625, Amendment Bylaw 2015, No. 1892

**PURPOSE:**

The purpose of this staff report is to provide information regarding permissive tax exemptions and revitalization exemptions for specific properties within the Town boundaries.

**INTRODUCTION/BACKGROUND:**

Part 7, Division 7 of the *Community Charter* permits certain properties to be exempted from municipal property taxes.

*Permissive Tax Exemptions*

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

In accordance with the Town's Permissive Tax Exemption Policy, the properties that were exempted in 2014 are automatically included in the bylaw, if they continue to be eligible. This is the final year of the 3-year cycle permitted under the current policy. Each of the eligible organizations will be required to complete a comprehensive application by the deadline in order to be included in the bylaw for exemption in 2017.

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



The following properties are included in the bylaw for tax exemption in 2016. All but one of the properties below was included in the 2015 exemption bylaw. Please note that in some circumstances, only a portion of the property qualifies for a tax exemption.

Buildings for Public Worship:

Property Owner/ Occupier	Civic Address
Anglican Synod Diocese of BC	314 Buller St
Pentecostal Assemblies	1149 4th Ave
Ladysmith Fellowship Baptist Church	381 Davis Rd
St. Mary's Catholic Church	1135 4th Ave
United Church of Canada	232 High Street

As noted previously, this bylaw permits Council to extend the exemption beyond the statutory exemption

Recreational & Not-for Profits:

Property Owner/ Occupier	Civic Address
Arts Council of Ladysmith	Units J, K & L - 610 Oyster Bay Rd
Eco-Tourism Building	Transfer Beach
Ladysmith & District Historical Society	721 1 <sup>st</sup> Ave
Ladysmith & District Historical Society *	610 Oyster Bay - Roundhouse *
Ladysmith Festival of Lights	1163 4th Ave
Ladysmith Golf Club Society	380 Davis Rd
Ladysmith Health Care Auxiliary	910 1st Ave
Ladysmith Maritime Society	611 Oyster Bay Dr
Ladysmith Maritime Society	Unit C, I & M - 610 Oyster Bay Dr
Ladysmith Maritime Society	Visitors Information Centre
Ladysmith Senior Citizens Housing Society	207 Jamison Rd
Ladysmith Senior Citizens Housing Society	101 1 <sup>st</sup> Ave
The Royal Canadian Legion	621 1 <sup>st</sup> Ave

\*new for 2016

Partnering Agreements

Property Owner/ Occupier	Civic Address
St John's Masonic Temple	26 Gatacre St
Municipal Parking lot	17 & 25 Roberts St
Ladysmith & District Historical Society	1115A - 1st Ave

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



### Revitalization Tax Exemptions

Tax Revitalization Programs are permitted under the *Community Charter*, section 226. This section requires the municipality to establish a revitalization program bylaw that sets out goals and objects with the intended objects details of eligible properties that could be qualify tax exemption.

In 2007, the Town established the Town of Ladysmith Revitalization Tax Exemption Bylaw. The purpose of this program is to maintain our heritage theme and encourage investment within the Downtown Core without triggering increased taxation for commercial properties.

The bylaw currently includes the following properties:

Property Owner/ Occupier	Civic Address
In The Bean Time	18 High Street
Future Works	411 1 <sup>st</sup> Avenue/ 30 Roberts Street
Antique Addict	12 Roberts Street

Council may recall at a previous meeting, authorization was granted to enter into a revitalization tax exemption agreement with the owners of the building located at 341 1<sup>st</sup> Avenue. The owners have fulfilled the requirement, resulting in the property being included in the bylaw section on tonight's agenda.

Property Owner/ Occupier	Civic Address
1639555 Alberta Ltd	341 First Avenue

Once the bylaws are adopted, they will be forwarded to BC Assessment to ensure the exemptions are put in place for 2016 assessments.

### SCOPE OF WORK:

Not applicable.

### ALTERNATIVES:

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

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

### FINANCIAL IMPLICATIONS:

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

For 2015, the value of Permissive Tax Exemptions was \$117,082 and \$2,553 for the Revitalization - Heritage bylaw. Please note that a further bylaw, the Revitalization Tax Exemption Bylaw- Economic Program which includes one program, has an additional \$29,029 in forgone municipal taxes.

LEGAL IMPLICATIONS:

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

CITIZEN/PUBLIC RELATIONS IMPLICATIONS:

Statutory notification is scheduled to be published on September 29th and October 6<sup>th</sup> in the Chronicle.

INTERDEPARTMENTAL INVOLVEMENT/IMPLICATIONS:

Financial Services Department will lead this together with assistance from the Corporate Services Department.

RESOURCE IMPLICATIONS:

Not applicable.

ALIGNMENT WITH SUSTAINABILITY VISIONING REPORT:

This aligns with the "Working Together" strategy.

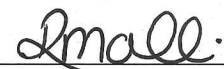
ALIGNMENT WITH STRATEGIC PRIORITIES:

Wise financial management is a Council strategic direction.

SUMMARY:

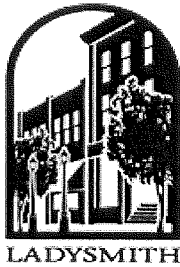
Council has previously granted permissive tax exemptions to specific organizations or properties within the Town boundary. It is recommended that Council give first three readings to the Permissive Tax Exemption Bylaw 2015, No.1890 and Revitalization Tax Exemption Bylaw 2007, No. 1625 Amendment Bylaw No. 2015, 1892.

I concur with the recommendation.



Ruth Malli, City Manager





## Town of Ladysmith

### **STAFF REPORT**

To: Ruth Malli, City Manager  
From: Clayton Postings, Director of Parks, Recreation & Culture  
Date: September 15, 2015  
File No:

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Re: Memorandum of Understanding – Cowichan Valley Local Government Recreation Management Software Procurement

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

That Council approve the proposed Memorandum of Understanding for Cowichan Valley Local Governments to develop requirements and procure anew recreation management software;

And authorize the Mayor and Corporate Officer to execute the agreement.

#### **PURPOSE:**

The purpose of this staff report is to seek Council's authorization to proceed with entering into an MOU with Cowichan Valley regional recreational departments to investigate opportunities to replace the existing recreation software system.

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

The Town of Ladysmith, Cowichan Valley Regional District and the District of North Cowichan all currently use ACTIVE Network's Class software to provide registration, facility booking, membership management and point of sale solutions for the delivery of recreational services. ACTIVE Network has given notice that they are discontinuing this software and will no longer be providing support for the program as of November 2017.

As a result, the recreation departments for each of those local governments jointly began to pursue a single solution to replace CLASS software. The attached Memorandum of Understanding has been developed so that the local governments can jointly release a request for proposals that will:

- 1) reduce costs;
- 2) leverage value;
- 3) ensure software quality;
- 4) allow cross-training of staff; and
- 5) provide improved access to Cowichan Valley residents.

#### **SCOPE OF WORK:**

Recreation staff will work with the regional partners in developing the criteria and system requirements as it relates to a new recreation software system.

#### ALTERNATIVES:

Develop a plan to replace the existing system independently of the regional recreation departments.

#### FINANCIAL IMPLICATIONS:

The replacement of the recreation management software is currently included in the 2015-2019 financial plan for 2015 with a budget of \$25,000.

Currently the Town's annual cost for the recreation software system is approximately \$12,000 which includes annual fees along with credit card transaction fees.

The purchase of the new system as well as the annual operating expense is expected to remain consistent, however the final costs will not be known until the RFP submissions are received and reviewed.

#### LEGAL IMPLICATIONS:

In conjunction with the MOU, a Privacy Impact Assessment has been prepared and provided to the Office of Information and Privacy Commissioner for their review and comment. Recognizing that a model involving shared databases and registration portals may have privacy implications, the approach has been to submit the Privacy Impact Assessment during the early developmental stages of the project to help ensure privacy protection by design.

#### CITIZEN/PUBLIC RELATIONS IMPLICATIONS:

It is anticipated that the installation of a new recreation software system will create a more efficient and positive experience for the end user as online registration and bookings will be available, including mobile solutions. The objective is to ensure the new system meets the needs of the users.

#### INTERDEPARTMENTAL INVOLVEMENT/IMPLICATIONS:

Corporate Services will assist in processing the RFP. Once the system is selected and the implementation plan is in place IT will be involved.

#### RESOURCE IMPLICATIONS:

No additional resources are required, as staff are currently investigating the replacement of the recreation software system.

#### ALIGNMENT WITH SUSTAINABILITY VISIONING REPORT:

This aligns with Sustainability Pillar #7, A Healthy Community.

#### ALIGNMENT WITH STRATEGIC PRIORITIES:

This aligns with Strategic Direction A, Wise Financial Management.

#### SUMMARY:

The Town of Ladysmith, Cowichan Valley Regional District and the District of North Cowichan all currently use ACTIVE Network's Class software to provide registration, facility booking, membership management and point of sale solutions for their delivery of recreational services. The Town plans to jointly issue an RFP to solicit submissions from qualified

contractors to investigate opportunities for a single solution to replace the soon-to-be obsolete CLASS software with the Cowichan Valley regional recreational departments.

I concur with the recommendation.



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Ruth Malli, City Manager

**ATTACHMENT:**

MOU – Cowichan Valley Local Government recreation management Software Procurement

**Memorandum of Understanding  
For Cowichan Valley Local Governments to  
Develop Requirements and Procure New Recreation Management Software**

**I: Preamble**

A majority of local governments in Canada, as well as many in the United States, use ACTIVE Network's "Class" software for client management, facility booking, registration, membership management, point of sale and associated purposes for the business of operating recreation centres.

ACTIVE Network gave notice to local governments that it will discontinue sales of the Class product in North America on June 30, 2015 and terminate support for version 7 & 8 in November 2017. A number of companies, including ACTIVE Network, provide recreation management software with similar functionality to Class, and several others are pursuing development of competitive products.

**II: Definitions**

"Cloud-based Solution" means cloud software or Software as a Service (SaaS) that does not run on the client premises but rather is accessed over the Internet from a vendor location. In this model the vendor is responsible for all necessary computing hardware required, performing upgrades, backups and managing the software. Pricing is often transactional or monthly and no capital investment is required (i.e., no licensing or software purchase is needed).

"Self-hosted Solution" means self-hosted software requires the client to purchase all required software, licensing, and hardware necessary to operate the software from their own premises. This model typically includes a capital outlay for software and hardware, as well as ongoing yearly maintenance costs. The client is also responsible for upgrades, backup and management of the software. The current version of Class software used by all three local governments is self-hosted.

"System Requirements" means requirements that relate to the necessary conditions needed to operate the software, i.e., hardware, cloud, security, response time, etc.

"Functional Requirements" means requirements that describe how the software needs to operate in order to carry out the business function, i.e., point of sale, bookings, programs, etc.

"Participating Local Governments" means those local governments that sign this Memorandum of Understanding and work collaboratively to create functional/system requirements and a procurement strategy for the replacement of Class. Participating Local Governments must be local governments governing within the Cowichan Valley and Ladysmith geographical area.

“Recreation Contact” means a director, deputy director or manager from the recreation department of each participating local government with authority to represent the participating local government for the purposes of this initiative. The Recreation Contact is responsible for assigning relevant subject matter experts (i.e., parks, recreation and IT staff) to collaboration chapters.

### III: Purpose

This agreement outlines the terms of partnership between local governments to support collaboration for the purpose of replacing the ACTIVE Network Class software product. Collaboration is intended to produce functional and system requirements that will be used in a competitive procurement process (request for proposal) in order to:

- reduce cost
- leverage value
- ensure software quality
- allow cross training of staff
- provide improved access to Cowichan Valley residents

Collaborating on new recreation management software will produce robust requirements that address needs today and into the future, as well as create a larger “client” with greater ability for volume discount and effective post-implementation vendor support.

The intention of the procurement process is to select a vendor to provide recreation management software under a defined model for terms, conditions and pricing that reflects the collaborative requirements and cumulative volume of the participating local governments.

Vendors will be required to provide a cloud-based solution. Vendor(s) will also be required to provide implementation pricing for participating local governments.

Participating local governments will contract regionally with the selected vendor under the single terms, conditions and pricing model developed through the procurement process.

### IV: Governance

The Recreation Contacts of those Participating Local Governments who operate recreation centres and/or recreation services will develop a list of/criteria for system and functional requirements.

Recreation Contacts will develop procurement strategies for recreation client management software products considered.



Decision making will be based on the consensus model. Both functional and system requirements will be broken into chapters and developed separately through collaboration among founding Participating Local Government subject matter experts.

Meetings for requirements (functional and system) as well as procurement will take place in-person in the Cowichan Valley.

#### V: Partners

The proposed list of Participating Local Governments includes the following local governments:

- Cowichan Valley Regional District (“CVRD”)
- Town of Ladysmith
- The Corporation of the District of North Cowichan (“North Cowichan”)

#### VI: Adding and Removing Partners

Participating Local Governments will be finalized in June 2015 through this form of Memorandum of Understanding, thereby permitting time to provide information to (or gain consent from) their senior management and/or Council/Board or Commission. Additional members can join the initiative before the request for proposal is issued.

Members can leave the initiative prior to the request for proposal being issued. No refund of expenses related to the initiative will be provided.

#### VII: Roles and Responsibilities

North Cowichan will provide general administration for the project.

The CVRD will provide purchasing coordination for the project.

Participating local governments must secure funding for implementation of the chosen recreation management software system(s) by December 2015, with implementation to occur in 2016.

Participating Local Governments will:

1. Provide one champion who can speak for the local government and ensure that the appropriate subject matter experts (those skilled in recreation management and IT systems) are retained for the project and participate in the relevant requirements discussions (chapters).
2. Provide one or more subject matter experts from both the Parks/Recreation and IT areas.

3. Provide information on the participating local government's current recreation management system in order to allow vendors to include transition and implementation costs with their bids.
4. Pay for any individual expenses, if any, related to the travel and time of its participating staff member(s).
5. Contribute staff time (anticipated to be up to 15 days) for development of requirements and evaluation of bid responses. Local governments contributing a business analyst should plan for a similar time commitment for this role. Approximately two groups of meetings, one at onset of requirements collaboration and one during evaluation, will be conducted in person at the CVRD or North Cowichan premises. It is expected that each of the two groups of meetings will require approximately three days.
6. Comply with the terms set out in the attached Privacy Impact Assessment (PIA) for this initiative, as may be amended upon review by the BC Office of the Information and Privacy Commissioner, as well as any Information Sharing Agreement required in order to safeguard personal information and help ensure compliance with the *Freedom of Information and Protection of Privacy Act* (FIPPA).

Local governments added after the establishment of requirements and evaluation strategy will comply with the above and may be required to participate for up to 5 days in the evaluation strategy, as requested by the Participating Local Governments.

#### VIII: Procurement Model

Procurement will be undertaken through a request for proposal (RFP) process.

#### IX: Term

It is expected that the project will begin in 2015, run through the remainder of the year, and position participants for implementation of new recreation management software starting in 2016.

Signed on behalf of the Participating Local Governments this    day of June 2015.

**Cowichan Valley Regional District**

\_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Name:  
Title:

**Town of Ladysmith**

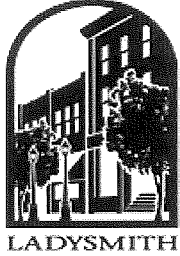
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Name:  
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Name:  
Title:

**The Corporation of the District of  
North Cowichan**

\_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Name:  
Title:



## Town of Ladysmith

### STAFF REPORT

To: Ruth Malli, City Manager  
From: Sandy Bowden, Director of Corporate Services  
Date: September 14, 2015  
File No: 0810-20

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Re: Lease Agreement and Temporary Use Permit – Roundhouse Building – Machine Shop Site (614 Oyster Bay Drive)– Ladysmith and District Historical Society – Repair and Restoration of Locomotive #11 and the Humdurgin

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#### RECOMMENDATION(S):

That Council direct staff to:

- a) process a Temporary Use Permit (TUP) to allow the Ladysmith and District Historical Society (LDHS) to use the Roundhouse Building on the Machine Shop site located at 614 Oyster Bay Drive for the repair and restoration of the artifacts known as Locomotive #11 and the Humdurgin, and that the application fee in the amount of \$1,500 plus advertising costs be waived; and,
- b) process notification, in accordance with the *Community Charter*, of the proposed lease agreement between the Town of Ladysmith and the LDHS for the Roundhouse Building for the repair and restoration of the Locomotive #11 and the Humdurgin, commencing on October 6, 2015 for a two year term, with the option to renew the agreement for an additional two year term, and waive the monthly rental fee of \$924.38 plus tax; and the Mayor and Corporate Officer be authorized to execute the lease agreement.
- c) include the Roundhouse located at 614 Oyster Bay Drive and a portion of the fenced area compound in the 2016 Permissive Tax Exemption Bylaw.

#### PURPOSE:

The purpose of this staff report is to seek Council's authorization to process a Temporary Use Permit (TUP) to allow the Ladysmith and District Historical Society (LDHS), a non-profit society, to use the Roundhouse Building on the Machine Shop site located at 614 Oyster Bay Drive to repair and restore the artifacts known as Locomotive #11 and the Humdurgin and to authorize the Town to enter into a lease agreement with the LDHS for such purposes.

#### INTRODUCTION/BACKGROUND:

Council will recall that at the meeting held on April 20, 2015, Council supported the LDHS Industrial Heritage Preservation Committee's proposal to relocate Locomotive #11 and the Humdurgin into the Machine Shop in order to prevent further deterioration and vandalism of the artifacts. Staff met with representatives of the Industrial Heritage Preservation

Committee to discuss relocation options for the two artifacts. All parties concur that the most suitable facility in which to locate the artifacts is the Roundhouse which is located at the north end of the Machine Shop site and is currently being used as a workshop to restore heritage yachts. (As an aside, the LDHS has informed staff that the original name for the Roundhouse is the Locomotive Building.) For Council's information, the LDHS considers this move temporary and wishes to re-locate the Locomotive #11 on a permanent basis to the north end of the Machine Shop building once the restoration work is complete. Council direction on this will be required at some point.

The current tenancy agreement for the Roundhouse expires at the end of September. In order for the LDHS to utilize the Roundhouse for the purposes of restoring the Locomotive #11 and the Humdurgin, a TUP is recommended as the appropriate means to put in place the zoning permission for the proposed use. A TUP can be processed relatively quickly, and could support the same timeframe as the proposed lease timeframe. The proposed use unfortunately does not fit within the permitted uses for the site. The site is zoned CD-4 (Comprehensive Development Zone 4) and is located in Sub-Area B. Principal uses in this area include:

- |                                |                            |
|--------------------------------|----------------------------|
| a) Nature Park                 | g) Cultural Facility       |
| b) Outdoor Recreation Facility | h) Office                  |
| c) Assembly                    | i) Artist Studio           |
| d) Community Garden            | j) Visitor Centre          |
| e) Farmer's Market             | k) Railway Passenger Depot |
| f) Cottage Industry            |                            |

Accessory uses include:

- a) Food Truck
- b) Retail Sales, subject to Section 17.4(10)(a)
- c) Public Parking, Short-Term
- d) Temporary Overnight Accommodation

**SCOPE OF WORK:**

Upon Council's direction, staff will process the TUP and lease agreement with the LDHS. Staff will work with the LDHS to ensure the relocation of the Locomotive #11 and the Humdurgin is completed to the satisfaction of all parties. The TUP will be scheduled for consideration by Council at the October 5, 2015 meeting.

Staff will also process notification of the proposed lease agreement in accordance with Secs. 26 and 94 of the Community Charter and further, staff will process a tax exemption for the subject property.

**ALTERNATIVES:**

Alternatives Council may wish to consider include:

1. assisting the LDHS in finding another location for the two artifacts;

2. constructing a temporary structure around the Locomotive #11 where it is currently located.

#### FINANCIAL IMPLICATIONS:

Any renovations to the Roundhouse to accommodate the proposed use by the LDHS will be borne by the LDHS and subject to Town approval. The annual net loss of revenues for the site includes \$11,092 in lease payments and a one-time Temporary Use Permit application fee of \$1,500 plus advertising costs plus foregone municipal property tax revenue of \$1,260 totalling approximately \$13,852 in the first year. Please note that the projected revenue from a commercial lease was anticipated in the 2015 Financial Plan.

There are now only two tenants required to pay rent at the Machine Shop. For 2015, the budget for the facility was:

Lease Payments	\$ 18,022
Facility Expense	(25,954)
Net Loss	(\$ 7,932)

Looking towards 2016:

Lease Payments	\$ 7,150
Facility Expenses	(26,475)
Net Loss	(\$19,325)

This net loss is funded through general taxation. Therefore, the taxpayers are in effect subsidizing the lease space. Many of the tenants in this building do not pay property taxes. If Council authorizes the property tax exemption for the Roundhouse, this will result in approximately \$5,392 in permissive tax exemptions (municipal taxes only) in total for this property.

#### LEGAL IMPLICATIONS:

N/A

#### CITIZEN/PUBLIC RELATIONS IMPLICATIONS:

The Locomotive #11 and Humdurgin are considered to be heritage treasures by many members of the public. Given the Town's focus on heritage preservation, staff is of the opinion that Council's support for restoring these historical artifacts will be celebrated by the public. Both artifacts are promoted on the Heritage Artifact route and site signage would be appropriate to advise visitors that the artifacts have been relocated for restoration purposes. Public notice is required prior to the issuance of the TUP by Council.

#### INTERDEPARTMENTAL INVOLVEMENT/IMPLICATIONS:

Processing the TUP involves the Development Services Department. Corporate Services will manage the lease agreement and the Parks, Recreation and Culture and Public Works Departments may provide support to the LDHS with moving the artifacts into the Roundhouse as required.

RESOURCE IMPLICATIONS:

No additional resources for this initiative are required at this time.

ALIGNMENT WITH SUSTAINABILITY VISIONING REPORT:

N/A

ALIGNMENT WITH STRATEGIC PRIORITIES:

This initiative aligns with Strategic Direction B: Effective Land Use Planning and Community Design.

SUMMARY:

At a meeting in April 2015 Council supported the LDHS Industrial Heritage Preservation Committee's proposal to relocate Locomotive #11 and the Humdurgin into the Machine Shop in order to prevent further deterioration and vandalism of the artifacts. In order to accommodate this request, Council's approval is required to process a Temporary Use Permit and to enter into a lease agreement with the LDHS for the Roundhouse building located at the Machine Shop site at 614 Oyster Bay Drive. Council's consideration of waiving all costs associated with the project (i.e. TUP application fee and rental payments), and authorization of a tax exemption for the subject site is also requested.

I concur with the recommendation.

*Ruth Malli*

\_\_\_\_\_  
Ruth Malli, City Manager

ATTACHMENTS:

Temporary Use Permit  
Draft Lease Agreement



**THIS LEASE** made this \_\_\_\_\_ day of \_\_\_\_\_, 2015  
**IN ACCORDANCE WITH THE "LAND TRANSFER FORM ACT"**

**BETWEEN:**

**TOWN OF LADYSMITH**  
P.O. Box 220, 410 Esplanade  
Ladysmith, BC  
V9G 1A2

(the "Landlord")

OF THE FIRST PART

**AND:**

**LADYSMITH AND DISTRICT HISTORICAL SOCIETY**  
Box 813  
Ladysmith, BC  
V9G 1A6

("the Tenant")

OF THE SECOND PART

**WHEREAS:**

- A. The Landlord wishes to lease to the Tenant certain lands and premises as described herein for the servicing and repair of machinery, equipment and appliances to restore the artifacts known as "Locomotive 11" and the "Humdurgin".

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Tenant to be paid, observed and performed the Landlord has demised and leased and by these presents does demise and lease unto the Tenant, the demised premises as hereinafter described all on the terms, conditions and covenants as hereinafter set forth.

**ARTICLE 1**

**Demised Premises**

1.01 The demised premises when referred to in this lease shall mean:

- (a) the buildings more particularly described as the Roundhouse (approximately 1,550 sq.ft.), and a portion of the fenced area adjacent to the Roundhouse (approximately 915 sq.ft.) in the Town of Ladysmith, in the Province of British Columbia, legally described in Schedule "A" and shown in plan on Schedule "B" (outlined in red) hereto annexed.

**ARTICLE 2**

**Term**

2.01 To have and to hold the demised premises for and during:

- (a) a term of two (2) years commencing October 1, 2015, and terminating September 30, 2017;
- (b) this lease agreement is renewable for an additional term (i.e. 2 years).



### ARTICLE 3

#### Rent

- 3.02 The monthly rent of \$924.38 plus GST (calculated from rates derived from a price of \$4.50 per square foot of used space by the Tenant) is hereby waived.

The tenant is required to pay an annual nominal rent in the amount of \$1.00 and \$30.00 per month to cover maintenance and supplies costs for use of the shared washroom facility.

### ARTICLE 4

#### Use of Demised Premises

- 4.01 The TENANT shall use the demised premises for the purpose set out in Schedule "A" and for no other purpose without the written consent of the Landlord.

### ARTICLE 5

#### Miscellaneous Covenants of the Tenant

- 5.02 To pay, on demand, the Operating Expenses as hereinafter defined on the understanding that it is the intention of the parties that rental payable hereunder shall be net to the Landlord and any additional expenses in operating and maintaining the Building or the demised premises shall be borne by the Tenant. The Tenant's share of Operating Expenses shall be 100% (prorated) of the Operating Expenses for the Building and the lands upon which the Building is located.
- 5.03 To pay all charges for light, power, gas and telephone and all other facilities and services, supplied, delivered, provided to or made available upon the demised premises, and if at any time for any reason during the term hereof or any renewal or extension the Landlord is required to pay all or any of the foregoing then a sum equal to the amount so paid shall forthwith become due and be collectible if the same were rent reserved hereunder.
- 5.04 At the Tenant's expense, during the Term and any renewal thereof, to operate and maintain the demised premises, the lands, the building, parking lot and the landscaping and the equipment, machinery, including electrical, heating, plumbing and other facilities, at any time situated thereon or used in connection therewith, and to keep them at all times in good order and condition commensurate with an industrial building; and at the Tenant's expense to make all repairs, interior and exterior, of a non-structural nature, ordinary as well as extraordinary, foreseen as well as unforeseen, required to keep the demised premises, the lands, the building, the parking lot, and the equipment, machinery, including electrical, and other facilities in good order and condition; the repairs and the maintenance to be in all respects substantially equal in quality and workmanship to the original work and material, reasonable wear and tear excepted; and save and except equipment, machinery, including electrical, heating, plumbing and other facilities covered by manufacturer's warranties and inherent construction defects covered by contractor's warranties.
- 5.05 That the Landlord may enter and view the state of repair of the demised premises and the maintenance and operation of the demised premises under the *Workers Compensation Act* and Regulations that the Tenant will repair or maintain according to notice by the Landlord.
- 5.06 The Tenant will maintain the demised premises in a neat and tidy condition. The Tenant is responsible for the janitorial maintenance of the facility. The Tenant is responsible for any cleaning that is required in the building outside of the leased area that occurs as a result of the

Tenant's operations. The Landlord may enter and view the state of tidiness and cleanliness of the demised premises on a regular, weekly basis, and may require the Tenant to tidy or clean the demised premises.

- 5.07 And that it will leave the demised premises in good repair.
- 5.08 To restore forthwith at the Tenant's expense any broken or damaged plate glass on the demised premises from time to time.
- 5.09 To do, suffer or permit no act or neglect which may in any manner directly or indirectly cause injury to the demised premises or to the Building of which the demised premises form a part or to any fixtures or appurtenances thereof or which may be or become a nuisance or which may in the opinion of the Landlord render the Building or any part thereof less desirable or injure the reputation thereof as a business premises.
- 5.10 Not to exhibit signs of any nature on walls, doors or windows which may not be approved by the Landlord.
- 5.11 Not to do or permit anything to be done whereby any policy of insurance on the Building or any part thereof may become void or voidable or whereby the premium thereon may be increased.
- 5.12 To provide receptacles for refuse and rubbish of all kinds, and will attend to the removal of the same from the demised premises at regular intervals, and will not keep nor leave any boxes, packing material or rubbish of any kind in or near the demised premises; AND will keep clean and free from any rubbish, ice or snow, all walks, passages, yards and alleys adjacent to the demised premises.
- 5.13 To abide and comply with all laws, orders, regulations and bylaws of the federal, provincial or local governments or other public authorities which in any manner relate to or affect the business of the Tenant or the use of the demised premises by the Tenant and to save harmless and indemnify the Landlord from any and all costs, claims, charges, expenses, damages, demands, fines, assessments in liability of any kind, including costs of solicitors, arising from or to which the Landlord may be put as a result of the Tenant's breach of any law, order, regulation or bylaw, including, without limitation, the *Workers Compensation Act* and Regulations. The Tenant must give the Landlord immediate notice in case of any order made in respect of the demised premises or the Tenant's use of the demised premises by any municipal or other authority, including, without limitation, the Workers' Compensation Board.
- 5.14 To be responsible for any and all costs of plumbing, wiring, partitioning, interior decorating and painting as well as any and all costs of all other construction and improvements to the interior of the demised premises if such construction or improvements are initiated by the Tenant in accordance with Article 7, except for those costs agreed to be paid by the Landlord.
- 5.15 To maintain, at the Tenant's sole expense, but for the common benefit of the Landlord and Tenant:
  - (a) The Tenant will take out and maintain during the term of the lease a policy of general public liability insurance against claims for bodily injury, death or property damage arising out of the use of the demised premises by the Tenant in the amount of not less than two million dollars per single occurrence with such greater amount as the Landlord may from time to time designate, naming the Landlord as an insured party thereto and shall provide the Landlord with a certified copy of such policy or policies.
  - (b) All policies of insurance shall contain a waiver of subrogation clause in favour of the Landlord and shall also contain a clause requiring the insurer not to cancel or change the insurance without first giving the Landlord two weeks prior written notice.

- (c) If the Tenant does not provide or maintain or enforce the Insurance required by this lease, the Landlord may take out the necessary insurance and pay the premium for periods of one year at a time and the Tenant shall pay to the Landlord as an additional rent the amount of the premium immediately on demand.
  - (d) If both the Landlord and the Tenant claim to be indemnified under any insurance required by this Lease, the indemnity shall be applied first to the settlement of the claim of the Landlord and the balance, if any, to the settlement of the claim of the Tenant.
  - (e) The deductible on the policy of the Insurance shall be not more than Five Thousand **(\$5,000.00)** Dollars.
  - (f) Fire and extended coverage insurance on the Tenant's improvements to the replacement cost thereof, such insurance to be in form and with insurers acceptable to the Landlord and the Tenant shall deliver promptly to the Landlord a copy of each such policy of insurance if so required by the Landlord.
- 5.16 Ensure and enforce no smoking in the building(s). "NO SMOKING" signs will be prominently displayed on the demised premises.
- 5.18 Ensure the safe storage of equipment, vehicles, materials and product.
- 5.19 Indemnify and save harmless the Landlord, its elected and appointed officers and employees of and from all costs, claims, charges, expenses, damages, demands, fires, assessments or liability of any kind, including costs of solicitors arising from the Tenant's use of the demised premises.
- 5.20 Cause any builders liens registered against title to the lands on which the demised premises are situated, to be removed at the cost of the Tenant immediately upon demand from the Landlord.
- 5.21 The Tenant shall, at the request of the Owner and at the Tenant's cost, cause to be prepared a report by a person qualified in occupational health and safety outlining the improvements and operational practices necessary to ensure the health and safety of the Tenant's workers, and the Tenant shall comply with the requirements of such report.
- 5.22 The Tenant shall maintain access to the Machine Shop from the fenced compound for the exclusive use of the Landlord (or the Landlord's representatives) and other Machine Shop tenants.

## **ARTICLE 6**

### **Miscellaneous Covenants of the Landlord**

#### **THE LANDLORD COVENANTS WITH THE TENANT:**

- 6.01 For quiet enjoyment.
- 6.02 To indemnify the Tenant against all claims, losses and costs arising out of the Landlord's breach of its covenants set out herein.

## **ARTICLE 7**

### **Alterations and Installations**

- 7.01 The Tenant shall make no alterations, installations, removals, additions or improvements in or about the demised premises without the Landlord's prior written consent.
- 7.02 All articles of personal property and all business and trade fixtures, machinery and equipment, cabinet work, furniture and movable partitions owned or installed by the Tenant at the expense of the Tenant in the demised premises shall remain the property of the Tenant and may be removed by the Tenant at any time during the term provided that the Tenant at its expense shall repair any damage to the demised premises or the Building in which the demised premises are located caused by such removal or the original installation. The Landlord may elect to require the Tenant to remove all or any part of the afore described property at the expiration of this lease in which event such removal shall be done at the Tenant's expense and the Tenant shall at its expense repair any damage to the demised premises or the Building caused by such removal. If the Tenant does not remove its property forthwith after written demand by the Landlord such property shall if the Landlord elects be deemed to become the Landlord's property or the Landlord may remove the same at the Tenant's expense, the cost of such removal is to be paid by the Tenant forthwith to the Landlord on written demand, and the Landlord is not to be responsible for any loss or damage to such property because of such removal.

## **ARTICLE 8**

### **Subordination**

- 8.01 This lease is subject to and subordinate to all mortgages which now or hereafter during the term shall be recorded in the Land Title Office in the City of Victoria, Province of British Columbia as a mortgage against the lands and premises of which the demised premises form part. The Tenant shall execute promptly from time to time any assurance the Landlord may properly require to confirm this subordination, with respect to any mortgage hereafter recorded as aforesaid provided that subordination of any such mortgage hereafter recorded shall be on terms whereby the Tenant is entitled to remain in possession of the demised premises while not in default hereunder, and provided that subordination of any such mortgage hereafter recorded shall be on terms whereby the mortgagee shall not disturb or interrupt the operations of the Tenant and the Tenant shall be entitled to remain in quiet possession of the demised premises while not in default hereunder.

## **ARTICLE 9**

### **Property Loss, Damage, Reimbursement**

- 9.01 The Landlord shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or snow or leaks from any part of the Building or from pipes, appliances or plumbing works or from the roof, street or sub-surface or from any other place or by dampness or for any such injury, or damage by any cause of whatsoever nature provided such injury or damage is not caused by the negligence of the Landlord or its servants or agents.
- 9.02 The Tenant shall indemnify and save harmless the Landlord against any and all liabilities, expenses, damages, loss claims, suits, actions or fines incurred or suffered by the Landlord by reason of the conduct or breach of this lease agreement excepting any negligent acts of the Landlord, its employees, agents or assigns.
- 9.03 The Tenant shall give the Landlord immediate notice in case of fire or accident in the demised premises.

## ARTICLE 10

### Damage

- 10.01 If the demised premises shall be damaged by fire or other casualty then the rent shall be abated in whole or in part according to the portion of the demised premises which is non-usable by the Tenant until such damage is repaired; provided that there shall be no such abatement if:
- (i) such fire or other casualty shall originate in the demised premises unless such fire or other casualty is caused by the negligence of the Landlord, its servants, agents or employees, or
  - (ii) such fire or other casualty shall be caused by or due to the negligence of the Tenant, its servants, agents, employees or invitees;

AND PROVIDED FURTHER that there shall be no abatement for any time required for the replacement or repair of any property of the Tenant or of alternations, additions, or improvements made by the Tenant which is in excess of the time required for the making of other necessary repairs or replacements. No penalty shall accrue for reasonable delay which may arise by reason of adjustment of insurance on the part of the Landlord or for reasonable delay on account of labour troubles or any other cause beyond the Landlord's control.

- 10.02 Except as provided in Article 10.03 if the demised premises shall be damaged by fire or other casualty the damages to the demised premises shall be repaired by the Landlord at its expense except that repairs to alternations, additions or improvements made by the Tenant shall be performed by the Landlord at the expense of the Tenant and the Tenant shall at its own expense make all repairs and replacements of property which the Tenant is entitled to remove pursuant to Article 7.02.
- 10.03 If the demised premises are rendered untenable by fire or other casualty and if the Landlord shall decide not to restore the same or if the Building in which the demised premises are situate shall be so damaged that the Landlord shall decide not to restore it then or in any of such events, the Landlord shall within Ninety (90) days after such fire or other casualty give to the Tenant a notice in writing of such decision and thereupon the terms of this lease shall expire forthwith and the Tenant shall vacate the demised premises and surrender the same to the Landlord. Upon the termination of this lease under the conditions hereinbefore provided in this Article 10.03 the Tenant's liability for rent shall cease as of the day following the fire or casualty.
- 10.04 Except for a fire or other casualty to the demised premises caused by or due to the negligence of the Tenant, its servants, agents, employees or invitees, if the demised premises suffer damage by fire or other casualty to the extent that Sixty (60%) Percent or more of the demised premises are rendered untenable, the Tenant shall have the right to terminate the lease upon written notice to the Landlord within Ninety (90) days after such fire or other casualty and thereupon the terms of this lease shall expire forthwith and the Tenant shall vacate the demised premises and surrender the same to the Landlord.

## ARTICLE 11

### Expropriation

- 11.01 If the demised premises shall be acquired or expropriated by an authority having the power for such acquisition or expropriation for any public or quasi-public use or purpose then and in that event the term of this lease shall cease from the date of entry by such authority. If only a portion of the demised premises being an area of Thirty (30%) Percent or more of the area of the demised premises shall be so acquired or expropriated this lease shall cease and terminate at

the Landlord's option or at the Tenant's option and if such option is not immediately exercised by the Landlord or by the Tenant an equitable adjustment of rent payable by the Tenant for the remaining portion of the demised premises shall be made. In either event, however, and whether all or only a portion of the demised premises shall be so acquired or expropriated nothing herein contained shall prevent the Landlord or the Tenant or both from recovering damages from such authority for the value of their respective interest or for such other damages and expenses allowed by law.

## **ARTICLE 12**

### **Access to Demised Premises**

- 12.01 The Landlord, its servants and agents shall have the right to enter the demised premises at reasonable times to examine the same and make such repairs, alternations, improvements or additions as the Landlord may deem necessary or desirable in the demised premises or as the Landlord may be required to make by law or in order to repair and maintain the Building; and the Landlord shall be allowed to take all material into the demised premises that may be required therefore without the same constituting an eviction of the Tenant in whole or in part and the rent reserved shall in no way abate while said repairs, alternations improvements or additions are being made by reason of interruption of the business of the Tenant. The Landlord will exercise reasonable diligence so as to minimize the disturbance or interruption of the Tenant's operations.
- 12.02 During the one (1) month prior to the expiration of the term of this lease or any renewal term, the Landlord may exhibit the demised premises to prospective tenants and may place "For Rent" signs thereon and for such purposes the Landlord shall have the right of entry to the demised premises at any reasonable time whether or not the Tenant or any servant or agent shall be present at the time of such entry.

## **ARTICLE 13**

### **Taxes**

- 13.01 The demised premises shall be included in the Permissive Tax Exemption Bylaw and is subject to annual approval by the Ladysmith Town Council.

## **ARTICLE 14**

### **Operating Expenses**

- 14.01 The Tenant shall, on demand, pay to the Landlord the Operating Expenses as defined herein. A Certificate of a Chartered Accountant appointed by the Landlord, shall, in the event of a dispute, be conclusive and binding upon the Landlord and the Tenant as to any amounts payable under this Article 14.01.

## **ARTICLE 15**

### **Additional Rent**

- 15.01 Any money payable by the Tenant to the Landlord hereunder other than the rent expressed in Article 3 shall be deemed to be rent and shall be paid as additional rent and shall be collectable as such and in the absence of any other provisions hereunder shall be payable with the next ensuing monthly installment of rental.

- 15.02 This lease is a net lease, and the rent, and other sums payable hereunder by the Tenant shall be paid without notice or demand and without abatement, deduction, counterclaim or set-off. Except as expressly provided herein, this lease shall not be terminated, nor shall the Tenant be entitled to abatement, deduction, counter-claim or set-off of any rent, or other sum payable hereunder by the Tenant.

## **ARTICLE 16**

### **Default**

- 16.01 The Tenant further covenants with the Landlord that if any payments of rent or any part thereof whether due or if the Tenant shall violate or neglect any covenant, agreement or stipulation herein contained on its part to be kept, performed or observed and any such default on the part of the Tenant shall continue for Fifteen (15) days after the written notice thereof to the Tenant by the Landlord, or in case the demised premises shall be vacated or become vacated or remain unoccupied for Fifteen (15) days then and in any such case the Landlord in addition to any other remedy now or hereafter provided by law may at its own option cancel and annul this lease forthwith and re-enter and take possession immediately by force if necessary without any previous notice of intention to re-enter and may remove all persons and property therefrom and may use such force and assistance in making such removal as the Landlord may deem advisable to recover at once full and exclusive possession of the demised premises and such re-entry shall not operate as a waiver or satisfaction in whole or in part of any right, claim or demand arising out of or connected with any breach or violation by the Tenant of any covenant or agreement on its part to be performed.
- 16.02 If the term hereby granted or any of the goods or chattels of the Tenant shall at any time be seized or taken in execution or attachment by any creditor of the Tenant or if the Tenant shall make any assignment for the benefit of creditors or becoming bankrupt or insolvent shall take the benefit of any Act for bankrupt or insolvent debtors it shall be lawful for the Landlord at any time thereafter to re-enter into or upon the demised premises or any part thereof.

## **ARTICLE 17**

### **Termination**

- 17.01 The Tenant may terminate this lease at any time upon giving the Landlord one (1) month's notice of its intention to do so.
- 17.02 The Landlord may terminate this lease at any time upon giving the Tenant one (1) month's notice of its intention to terminate.

## **ARTICLE 18**

### **Distress**

- 18.01 Whensoever the Landlord shall be entitled to levy distress against the goods and chattels of the Tenant it may use such force as it may deem necessary for the purpose and for gaining admission to the demised premises without being liable to any action in respect thereof or for any loss or damage occasioned thereby and the Tenant hereby expressly releases the Landlord from all action, proceedings, claims or demand whatsoever for or on account or in respect of any such forcible entry or any loss or damage sustained by the Tenant in connection therewith.

**ARTICLE 19**

**Landlord's Expenses Enforcing Lease**

- 19.01 In the event that it shall be necessary for the Landlord to retain the services of a Solicitor or any other proper person for the purpose of assisting the Landlord in enforcing any of its rights hereunder in the event of default on the part of the Tenant it shall be entitled to collect from the Tenant the cost of all such services as if the same were rent reserved and in arrears hereunder.

**ARTICLE 20**

**Waiver**

- 20.01 The failure of either party to insist upon strict performance of any covenant or condition contained in this lease or to exercise any right to option hereunder shall not be construed as a waiver or relinquishment for the future of any such covenant, condition, right or option. The acceptance of any rent or the performance of any obligation hereunder by a person other than the Tenant shall not be construed as an admission by the Landlord of any right, title or interest of such person as a sub-Tenant, assignee, transferee or otherwise in the place and stead of the Tenant.

**ARTICLE 21**

**Holdover**

- 21.01 If the Tenant shall hold over after the expiration of the term granted and the Landlord shall accept rent the new tenancy thereby created shall be deemed a monthly tenancy and not a yearly tenancy and shall be subject to the covenants and conditions herein contained insofar as the same are applicable to a tenancy from month to month.

**ARTICLE 22**

**Environmental Liabilities**

- 22.01 The Tenant covenants and agrees to assume any and all environmental liabilities caused by the Tenant, its employees, agents or invitees relating to the demised premises and Building arising after the commencement date of this lease, including without limitation, any liability for the clean-up of any hazardous substances on, in or under the demised premises and Building; and the Tenant indemnifies and saves harmless the Landlord from and against any and all claims, demands, liabilities, losses, damages, and expenses suffered by the Landlord arising out of or in connection with any and all environmental liabilities relating to the Tenant's use and occupation of the demised premises and Building.
- 22.02 The Landlord covenants and agrees to assume any and all environmental liabilities relating to the demised premises and Building arising howsoever prior to the commencement date of this Lease and subject to Paragraph 22.01 herein, such environmental liabilities arising after the commencement of this Lease, and the Landlord indemnifies and saves harmless the Tenant from and against any and all claims, demands, liabilities, losses, damages and expenses suffered by the Tenant arising out of or in connection with any and all environmental liabilities other than those relating to the Tenant's use and occupation of the demised premises and Building.



## **ARTICLE 23**

### **Transfer By Landlord**

- 23.01 In the event of a sale or transfer by the Landlord of the demised premises or the Building or the assignment by the Landlord of this lease or any interest of the Landlord hereunder, the Landlord shall, without further written agreement, to the extent that such purchaser or transferee has become bound by the covenants and obligations of the Landlord hereunder, be freed, released and relieved of all liability or obligations under this lease.

## **ARTICLE 24**

### **Inability to Perform**

- 24.01 The Landlord does not warrant that any service or facility provided by it hereunder will be free from interruptions caused or required by maintenance repairs, renewals, modification, strikes, riots, Governmental intervention, insurrections, labour controversies, accidents, fuel shortages, force majeure, act of God or other cause or causes beyond the Landlord's reasonable care and control. No such interruption shall be deemed an eviction or disturbance of the Tenant's enjoyment of the demised premises nor render the Landlord liable in damages to the Tenant nor relieve the parties from their obligations under this lease.
- 24.02 If the Landlord shall be unable to deliver possession of the demised premises at the time of the commencement of the term of this lease, neither the Landlord nor his agents shall be liable for any damage or loss caused thereby, nor shall this lease be void or voidable, nor the date of the expiration of same be changed by reason thereof, but in such event the Tenant shall only be liable for rent at the rate hereby reserved from such time as the Landlord shall be able to deliver possession of the demised premises.

## **ARTICLE 25**

### **Warranty**

- 25.01 Nothing in this agreement shall constitute a warranty or guarantee by the Landlord as to the fitness, availability or condition of the demised premises or the fixtures and fittings therein.

## **ARTICLE 26**

### **Notices**

- 26.01 Any notice required or contemplated by any provision of this lease or which the Landlord and Tenant may desire to give to the other shall be sufficiently given by personal delivery or by registered letter, postage prepaid and mailed in an office of Canada Post in the Town of Ladysmith, British Columbia and addressed to the party to whom such notice is to be given at the address of such party as given in this lease or at such other address as either party may notify the other of in writing during the term of this lease or any renewal thereof and any such notice shall be effective as of the date of such personal delivery or as of three (3) days following the date of such posting as the case may be.

## **ARTICLE 27**

### **Interpretation**

- 27.01 The whole contract and agreement between the Landlord and the Tenant is set forth herein and the Tenant has leased the demised premises after examining the same and that no

representations, warranties or conditions have been made by the Landlord other than those expressed or implied herein.

- 27.02 Any additional covenants, conditions or agreements set forth in writing and attached hereto whether at the commencement of the term or at any subsequent time and signed or initialed by the Landlord and the Tenant shall be read and construed together with and as part of this lease, provided always that when the same shall be at variance with any printed Article in this lease, such additional covenants, conditions and agreement shall be deemed to supersede such printed Article.
- 27.03 The headings appearing within the body of this lease 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 lease or of any provision hereof.
- 27.04 All grants, covenants, conditions, provisions, agreements, rights, powers, privileges and liabilities contained herein shall be read and construed as granted to, made and reserved by, imposed upon and undertaken by the Landlord and the Tenant and their respective heirs, executors, administrators, successors and assigns, and that wherever the singular or the masculine pronoun is used the same shall be construed as meaning the plural or feminine or the body politic of corporate where the circumstances so require and that the Landlord may perform any act hereunder in person or by and through an agent.

## ARTICLE 28

### Registration

- 28.01 If the Tenant wishes to register this lease under the *Land Title Act* it may do so upon the following conditions:
- (a) That the Tenant pays all expenses of preparation of this lease in registrable form, including survey costs;
  - (b) That the Tenant will agree to subordinate this lease to any mortgage or other charge being security for the Landlord's indebtedness which the Landlord wishes to register against the demised premises and forthwith upon the request of the Landlord will execute such documents for that purpose as the Landlord may reasonably require,

and subject to the foregoing conditions the Landlord will execute all necessary documents and fully cooperate with the Tenant to enable registration of this lease forthwith upon request.

## ARTICLE 29

### Time

- 29.01 Time shall in all respects be of the essence of this lease.

## ARTICLE 30

### Definitions

- 30.01 "**Building**" shall mean the building in which the demised premises are located.
- 30.02 "**Insurance**" shall mean to include the cost to insure and keep insured the demised premises and the Building against loss or damage by fire, lightning, tempest, earthquake and other casualties as are customarily insured against under insurance contracts normally entered into from time to time during the term of this lease by owners of buildings in the Town of Ladysmith of a character

similar to the demised premises and the Building for an amount as, in the opinion of the Landlord, is necessary to protect the Landlord against loss and damage.

- 30.03 **"Landlord"** as used in this lease means only the owner or the mortgagee in possession for the time being of the Building or the owner of a lease of the Building so that in the event of any transfer of title to the demised premises or the Building or in the event of a lease of the Building with or without the land on which it is located the Landlord herein specifically described and any intervening successor shall be and hereby is and are entirely freed and relieved of all covenants and obligations of the Landlord hereunder thereafter accruing.
- 30.04 **"Operating Expenses"** shall mean and include all expenses ordinarily chargeable against income in connection with the operation, maintenance and repair of the Building and the lands and without restricting the generality of the foregoing shall include:
- (a) Fuel and operating expenses incurred in heating, ventilating and air conditioning the Building;
  - (b) Water rates, special taxes and licences (other than Taxes as herein defined or taxes on income or profits), insurance, electric power and other utility expenses;
  - (c) Salaries and wages (including employee benefits, worker's compensation and other items of a similar nature) and the cost of independent service contracts incurred in the maintenance and/or operation of the Building and the lands.
  - (d) The costs of building and maintenance supplies.

Operating Expenses shall not include interest on debt or capital retirement of debt and the whole shall be certified by the Accountants of the Landlord in accordance with generally accepted accounting principles.

#### **ARTICLE 31**

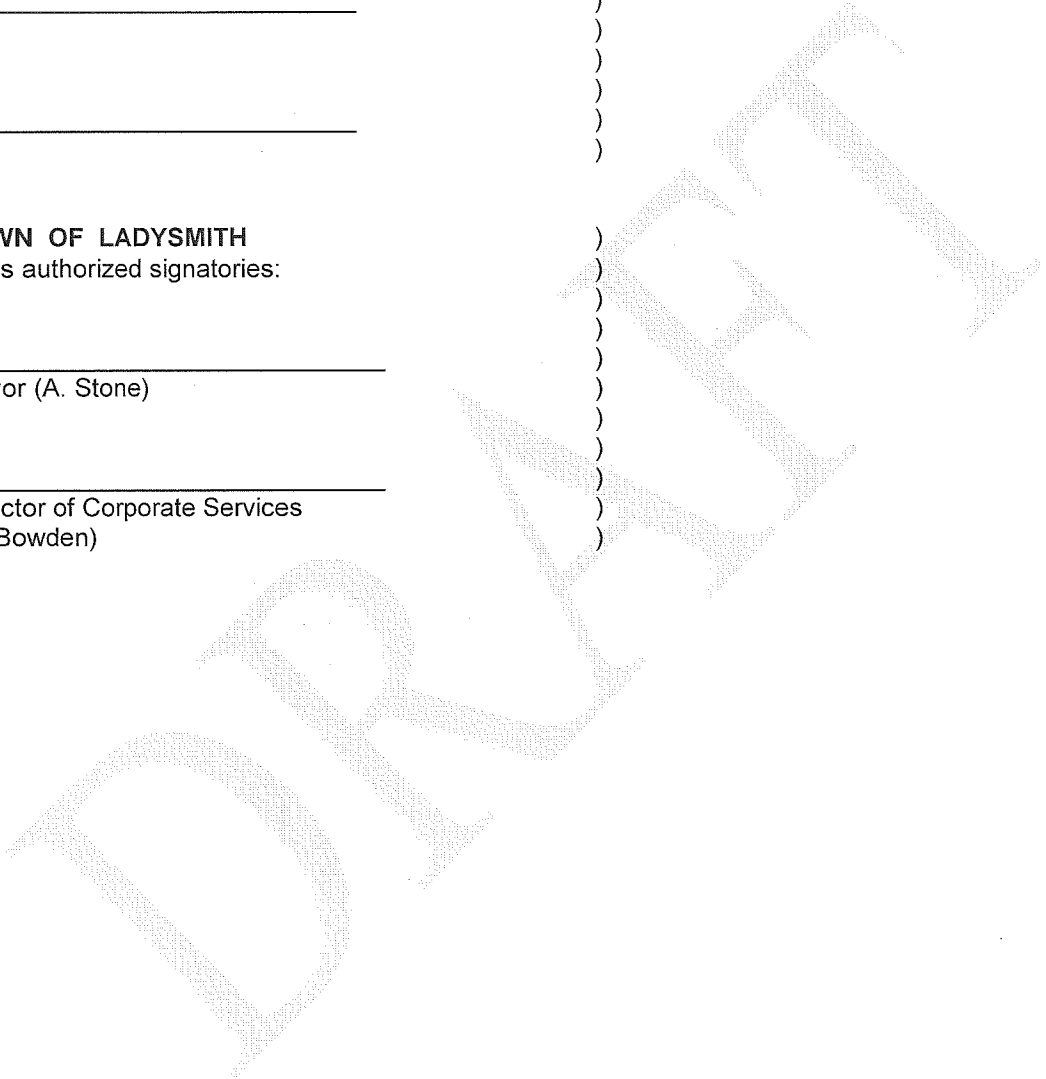
##### **Governing Law**

- 31.01 This lease shall be governed by the laws of the Province of British Columbia.

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

**LADYSMITH & DISTRICT HISTORICAL SOCIETY** )  
by its authorized signatory(ies): )  
 )  
 )  
 )  
\_\_\_\_\_)  
 )  
\_\_\_\_\_)  
 )

**TOWN OF LADYSMITH** )  
by its authorized signatories: )  
 )  
\_\_\_\_\_)  
Mayor (A. Stone) )  
 )  
\_\_\_\_\_)  
Director of Corporate Services )  
(S. Bowden) )



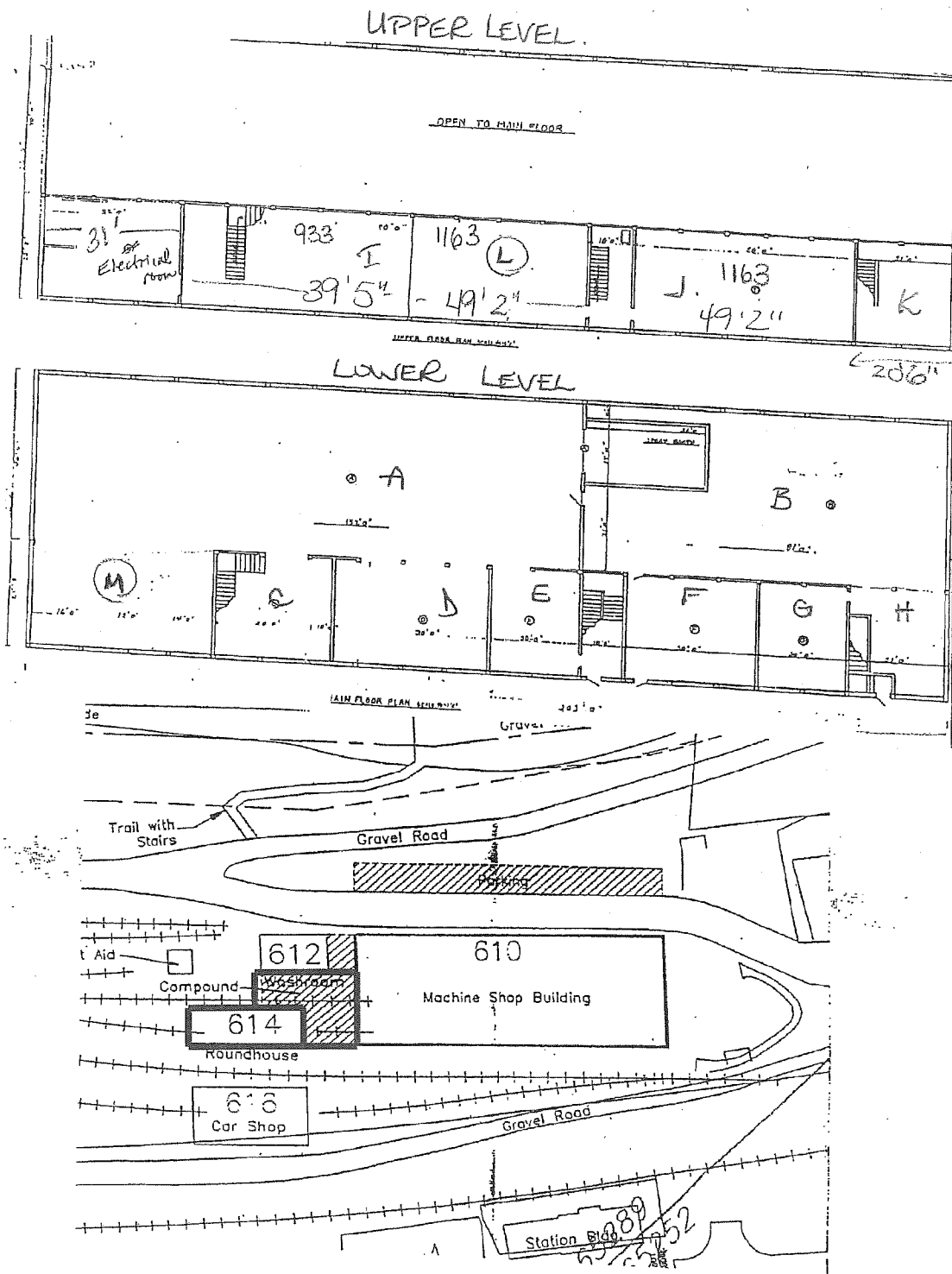
## SCHEDULE "A"

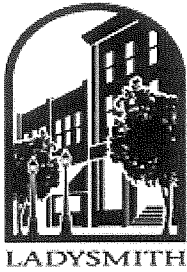
The Tenant shall use the premises for the servicing and repair of machinery, equipment and appliances to restore the artifacts known as the "Locomotive 11" and the "Humdurgin", and for no other purpose.

The premises are legally described as:

The Roundhouse building and a portion of the adjacent fenced area situated on a portion of LOT 4, PLAN 45800, DISTRICT LOT 8G / 11G, OYSTER LAND DISTRICT,  
PORTION OF DISTRICT LOT 24 and 56

SCHEDULE "B"





# TOWN OF LADYSMITH TEMPORARY USE PERMIT

FILE NO: 3340-15-01

DATE:

Name of Owner(s) of Land (permittee): Town of Ladysmith

Applicant: Ladysmith & District Historical Society

Subject Property: 614 Oyster Bay Drive (Roundhouse & Compound)

1. This permit is issued subject to compliance with all Town of Ladysmith bylaws that apply to this permit.
2. This permit applies to the lands described below, and any buildings, structures, and other development thereon (hereinafter called the Lands).

The Roundhouse building and adjacent fenced area situated on a portion of Lot 4, District Lots 8G, 11G, 24 and 56, Oyster District, Plan 45800, Except Parts in Plans VIP64405, VIP71943 and VIP72131.  
 PID: 010-208-828.

3. Pursuant to section 921 of the *Local Government Act* (RSBC 1996, c. 323), this permit authorizes the Ladysmith & District Historical Society to restore and repair historical artifacts on a temporary basis subject to the following conditions:
  - a) The artifacts to be restored and repaired are "Locomotive 11" and the "Humdurgin".
  - b) A sign, approved by the Town of Ladysmith, shall be installed at the current location of the artifacts to advise the public that the artifact has been temporarily moved for repair and restoration.
  - c) When the permit lapses, the property must be reinstated to its original condition, as directed by the Town in its lease with Ladysmith & District Historical Society.
4. This permit was approved on \_\_\_\_\_, 2015 and issued on \_\_\_\_\_, 2015.
5. Pursuant to section 921 of the *Local Government Act*, this permit lapses two years from the date of issuance of this permit.
6. This permit may be renewed once only.

Town of Ladysmith

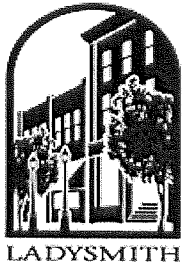
\_\_\_\_\_  
Corporate Officer

\_\_\_\_\_  
Date Permit Issued

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Applicant



## Town of Ladysmith

### **STAFF REPORT**

To: Ruth Malli, City Manager  
From: Felicity Adams, Director of Development Services  
Date: September 28, 2015  
File No: 6480-70

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Re: Official Community Plan Amendments 2015 – Bylaw 1891

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

1. That pursuant to s.879 of the *Local Government Act* (consultation during OCP development), Council has considered whether consultation should be early and ongoing and directs staff to undertake the following consultation:
  - (a) refer the proposed new policies and policy amendments to the Advisory Planning Commission for review and comment, and
  - (b) refer Bylaw 1891 to Stz'uminus First Nation pursuant to the Town's Memorandum of Understanding.
2. That under the Bylaw's portion of tonight's agenda, Council proceed with the first two readings of "Official Community Plan Bylaw 2003, No. 1488, Amendment Bylaw (No. 46) 2015, No. 1891", and refer the Bylaw to Public Hearing.

#### **PURPOSE:**

The purpose of this staff report is to present amendments to the Official Community Plan (OCP) recommended by staff.

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

The proposed amendments are being presented by staff to address the following:

- Policies in the approved 2013 Liquid Waste Management Plan (LWMP).
- Amendments to the *Local Government Act* to extend the term of a Temporary Use Permit (TUP) from two years to three years, and to broaden the uses that are eligible for a TUP (previously directed by Council).
- House-keeping amendments to OCP Map 2 - Development Permit Areas.
- Areas where the Development Permit Area Guidelines could be improved.
- Clarification of when a Development Permit is or is not required and policy considerations for subdivision proposals.
- Typographical corrections.

#### **SCOPE OF WORK:**

Staff has been keeping an inventory of changes needed to be made to the OCP due to legislative changes or other plans, reports or studies adopted by Council. These changes follow the change to TUPs in the *Local Government Act* and the approval of the LWMP by the Province.



In addition, a new set of Development Permit Areas (DPAs) and Guidelines (OCP Schedule A.1) was adopted in August 2014. Staff has had a year to work with this new document and some amendments are recommended.

The *Local Government Act* provides that the following land development activities (land alteration; construction or alteration of a building or structure; subdivision) can trigger the requirement that a development permit be issued prior to the activity taking place, depending of the type of DPA or a permitted exemption from that requirement established by the local government. The following table outlines when a development permit would be required, subject to permitted exemptions. The change proposed in Bylaw 1891 is to add the requirement for a development permit prior to land alteration in DPA 1 - Waterfront and DPA 4 - Multi-Unit Residential.

When is a Development Permit required?

Development Permit Area		Prior to Subdivision of land	Prior to Construction of building and structure	Prior to Alteration of land
DPA 1	Waterfront	No	Yes	Yes
DPA 2	Downtown	No	Yes	No
DPA 3	Commercial	No	Yes	No
DPA 4	Multi-Unit Residential	No	Yes	Yes
DPA 5	Industrial	No	Yes	No
DPA 6	Riparian	Yes	Yes	Yes
DPA 7	Hazard Lands	Yes	Yes	Yes
DPA 8	Malone Road Multi-Unit Residential	Yes	Yes	Yes
DPA 9	High Street Intensive Residential	No	Yes	No
DPA 10	Coach House Intensive Residential	No	Yes	No

As well, DPA guideline changes are recommended and are proposed in Bylaw 1891.

- Coordinating the guidelines for landscaping with the Zoning Bylaw regulations for shade trees; it is recommended that the preferred location for parking lot shade trees be clarified.
- More detail regarding fence materials in the Downtown is recommended as it is a topic that comes up when parking lots are being designed.
- The maximum size of upper level balconies for coach house dwelling units is recommended to be reduced and moved into the Zoning Bylaw (such an amendment is in preparation and will be the subject of another staff report looking at Zoning Bylaw amendments), with the companion change to the design guideline to state “modest in size” and “Juliet-style”. The recommended “Juliet-style” is in-keeping with the type of second floor balcony or deck permitted in the High Street Intensive Residential Area.

Staff is also recommending the addition of two policies to the Growth Management section of the OCP to provide additional guidance to the subdivision approval process. A draft bylaw with annotations is attached to this report.

**ALTERNATIVES:**

That Council provide direction to staff about other policy or DPA guideline amendments to bring forward.

FINANCIAL IMPLICATIONS:

As this is a Town-initiated bylaw, there will be direct costs associated with holding the public hearing. Staff will endeavour to coordinate public hearings where possible to manage the cost.

LEGAL IMPLICATIONS:

Pursuant to the *Local Government Act*, Council must consider if consultation should be early and on-going, and specifically who should be consulted. The OCP amendment Bylaw must also be considered in conjunction with the Financial Plan and Liquid Waste Management Plan. This Bylaw implements the policies of the LWMP. A public hearing will be required to be held.

It is recommended that the policy changes be referred to the APC for review and comment and the Stz'uminus First Nation pursuant to the Town's Memorandum of Understanding.

CITIZEN/PUBLIC RELATIONS IMPLICATIONS:

It is anticipated that the public will be supportive of the proposed changes.

INTERDEPARTMENTAL INVOLVEMENT/IMPLICATIONS:

The Approving Officer has reviewed the proposed policies regarding subdivision applications.

RESOURCE IMPLICATIONS:

The processing of these OCP amendments is within available staff resources. It is the intention of staff that the public hearing for these amendments will be combined with the public hearing for Bylaw 1886 previously considered by Council (establishing the Development Approval Information area).

ALIGNMENT WITH SUSTAINABILITY VISIONING REPORT:

The proposed amendments align with the Multi-Use Open Space, Innovative Infrastructure, and Local, Diverse Economy pillars of the Town's Sustainability Strategy, as well as the Character Preference guidelines for the Town.

ALIGNMENT WITH STRATEGIC PRIORITIES:

Strategic Direction B - Effective land use planning and community design.

SUMMARY:

Staff are recommending amendments to the Town's OCP to implement the policies of the LWMP, clarify when a development permit is required, and update the Temporary Use Permit and DPA design guidelines.

I concur with the recommendation.



Ruth Malli, City Manager

ATTACHMENT:

Annotated Bylaw 1891



**TOWN OF LADYSMITH**

**BYLAW NO. 1885**

**A Bylaw To Close And Remove The Dedication Of A Highway**

**WHEREAS** the purpose of this Bylaw is to close to traffic and remove the highway dedication of an undeveloped portion of Peerless Road adjacent to 10844 Westdowne Road in the Town of Ladysmith, British Columbia for the purpose of disposing of the land to the adjacent landowner for consolidation with the adjacent landowner's lands;

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

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

1. That portion of Peerless Road shown as "Closed Road" on Reference Plan EPP55149 , within District Lot 72, comprising .490 hectare, prepared by G. W. Lindberg land Surveying Inc., Professional Land Surveyors, and completed on August 31, 2015, a copy of which is attached as Schedule "A" hereto, is closed to all traffic.
2. The dedication of that part of Peerless Road referred to in Section 1 is removed.

**CITATION**

3. This Bylaw may be cited as the "Road Closure and Dedication Removal Bylaw 2015, No. 1885".

READ A FIRST TIME on the            day of

READ A SECOND TIME on the        day of

READ A THIRD TIME on the        day of

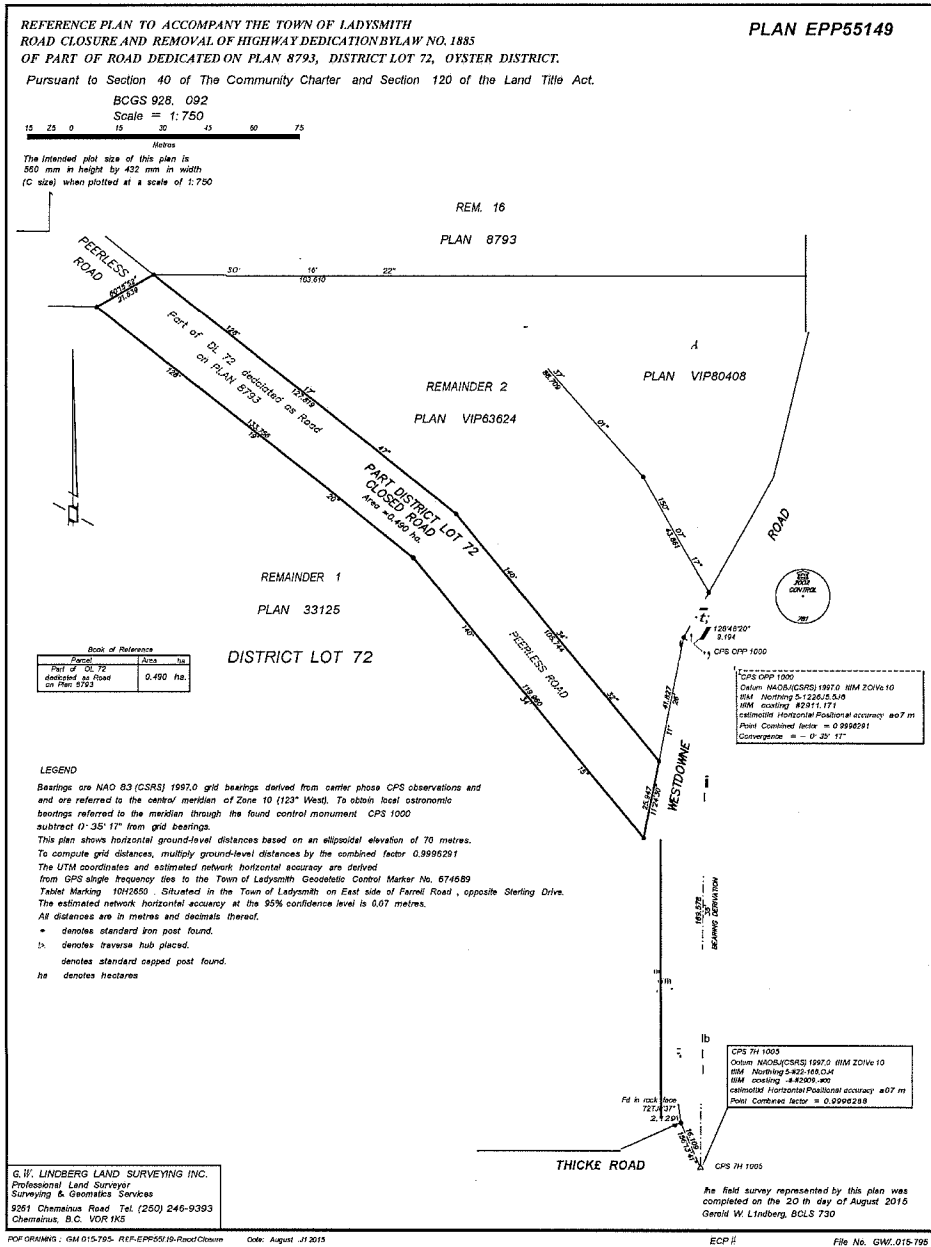
APPROVED BY THE MINISTER OF TRANSPORTATION on the            day of            ,

ADOPTED on the            day of            ,

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

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

# Schedule "A" to Bylaw No. 1885 - Road Closure Plan



**Town of Ladysmith**

**BYLAW NO. 1887**

**A Bylaw to establish procedures and policies for requiring development approval information.**

WHEREAS under Section 920.01 of the *Local Government Act*, Council has specified in the Official Community Plan certain circumstances and designated areas for which development approval information may be required.

AND WHEREAS Council wishes to obtain information on the anticipated impact of proposed activities or proposed development on the community.

AND WHEREAS Section 920.1(2) of the *Local Government Act* requires the Town of Ladysmith to establish the procedures and policies on the process for requiring development approval information and the substance of the information that may be required.

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

**INTERPRETATION**

1. In this Bylaw:

“*Applicant*” means a person who applies for: a) an amendment to the Zoning Bylaw, under Section 903 of the *Local Government Act*; b) a development permit under Section 920 of the *Local Government Act*; or c) a temporary use permit under Section 921 of the *Local Government Act*.

“*Approving Officer*” means the person appointed by Council to that position, and includes their lawful deputy or a person designated by Council to act in their place.

“*Town*” means the Town of Ladysmith.

“*Council*” means the Council of the Town of Ladysmith.

“*Director of Development Services*” means the person appointed by Council to that position, and includes a person designated to act in their place.

“*Director of Infrastructure Services*” means the person appointed by Council to that position, and includes a person designated to act in their place.

“*Qualified Professional*” means a professional listed in the table provided in Section 9 in the subject matter about which an Applicant may be required to provide a Report under this Bylaw.

“*Report*” means any study or information containing development approval information that fulfils or is intended to fulfil the requirements of this Bylaw.

“*Terms of Reference*” means a document prepared by the Town having regard to the matters outlined in Schedule A that defines the scope of development approval information and the deliverables required to be provided by the Applicant.

**PROCEDURES AND POLICIES**

2. Where *Official Community Plan Bylaw 2003, No. 1488* identifies circumstances for which development approval information may be required, then the procedures and policies for requiring such information and the substance of that information are set out in this Bylaw.
3. An official referred to in section 4 may require that an Applicant provide development approval in accordance with this Bylaw when considering the following types of applications:
  - a) an amendment to the Zoning Bylaw;
  - b) development permit; or
  - c) temporary use permit.
4. The following officials of the Town of Ladysmith may require development approval information by writing a letter to the Applicant that outlines the Terms of Reference for the Report:
  - a) Director of Development Services,
  - b) Director of Infrastructure Services, or
  - c) Approving Officer
5. The development approval information must be provided by the Applicant at the Applicant’s expense, in the form of a Report certified by a Qualified Professional.
6. A Report provided under section 5 must comply with and fully address the Terms of Reference that are provided.
7. A Report provided under section 5 must be prepared by a Qualified Professional as outlined in the table below:

	<b>SUBJECT</b>	<b>QUALIFIED PROFESSIONAL</b>
A	Transportation	Traffic Engineer (P. Eng.)
B	Local Infrastructure	Civil Engineer (P. Eng.)
C	Natural Environment	Registered Professional Biologist (R.P. Bio) Hydrological Engineer (P. Eng.) Geotechnical Engineer (P. Eng.) Professional Geologist (P. Geo.) Registered Professional Forester (RPF) Architect (MAIBC) Landscape Architect (BCSLA) Professional Agrologist (P. Ag.)
D	Public facilities (including community services, parks	Certified Planner (MCIP, RPP) Architect (MAIBC)

	and schools)	Civil Engineer (P. Eng.) Registered Social Worker (BCCSW) Chartered Professional Accountant (CPA)
E	Economic and Social Development	Certified Planner (MCIP, RPP) Chartered Professional Accountant (CPA) Economist Appraiser (AIC) Land Economist (DULE)
F	Archaeology	Registered Professional Archaeologist (BCAPA)
	Heritage	Qualified Heritage Conservation Professional
G	Form and Character/Built Environment	Certified Planner (MCIP, RPP) Architect (MAIBC) Landscape Architect (BCSLA) LEED Approved Professional (AP)
H	Climate Action	Certified Planner (MCIP, RPP) Architect (MAIBC) Electrical and/or Mechanical Engineer (P. Eng.) Landscape Architect (BCSLA) Certified Energy Advisor LEED Approved Professional (AP) Graduate Degree in Climate Science Professional Hydrologist

8. The Report must include a quality assurance statement with the signatures and seals of the Qualified Professional involved in its creation.
9. The Town may distribute the Report and publicize the results of any Report.

## **TERMS OF REFERENCE**

10. The Terms of Reference may require one or more Reports related to one or more of the following subject areas:
  - A. Transportation
  - B. Local Infrastructure
  - C. Natural Environment
  - D. Public Facilities (including community services, parks, recreation and schools)
  - E. Economic and Social Development
  - F. Archaeology and Heritage
  - G. Form and Character
  - H. Climate Action (greenhouse gas reduction, energy conservation, and water conservation)
11. The Terms of Reference may require that Report provide all or part of the information contained in 'Schedule A' attached to this bylaw.
12. In general, a Report must contain the following:
  - a) The legal description and property identifier (PID) for the property;
  - b) A description of all relevant land use covenants, easements, statutory rights of way or other charges that affect the use and development of the property registered on title for the subject property;
  - c) A location and context map for the property;
  - d) A description of the methodology and assumptions used to undertake the Report or sufficient detail regarding assessment and the methodology to facilitate a professional peer review, if required under section 14;
  - e) Identification and definition of the context, interaction, scope, magnitude and significance of the anticipated impacts of the proposed activity or development, as well as the data and methodological accuracy, assumptions, uncertainties, acceptability thresholds, and how the anticipated impacts may cumulatively contribute to existing risks, stressors, and threats; and
  - f) Recommendations for conditions or requirements that Council, the Director of Development Services, Director of Infrastructure Services or the Approving Officer may impose to mitigate the anticipated impacts.

## **REPORT REVIEW**

13. If the Town determines that a Report is incomplete or deficient it will notify the Applicant in writing of the nature of the deficiencies. The Applicant will be required to submit a new Report to address the deficiencies.
14. (a) Without limiting Section 13, the Director of Development Services, Director of Infrastructure Services, or the Approving Officer may, after receiving and reviewing a Report under this Bylaw, require a peer review of a Report, at the expense of the Applicant, if such person considers that the initial Report fails to satisfy the requirements of this Bylaw, including by failing to satisfy a standard,



guideline, policy or other matter set out in or incorporated by reference in this Bylaw.

- (b) If a peer review of a Report is required under this section, one peer of the class of applicable professionals referred to in the Section 7 list, as agreed to by the Town and the Applicant, shall be selected to conduct the review.

**RECONSIDERATION**

- 15. An Applicant may apply to Council for the reconsideration of an administrative decision to require development approval information under this Bylaw by delivering to the Town a written application for reconsideration within 30 days after the decision is communicated in writing to the Applicant.
- 16. An application for reconsideration must set out the grounds upon which the Applicant considers the decision inappropriate and what, if any, decision the Applicant considers the Council ought to substitute, and must include a copy of any materials considered by the Applicant to be relevant to the reconsideration by Council.
- 17. The Town must place each application for reconsideration on the agenda of a regular meeting of Council as soon as reasonable practicable after delivery of the application for reconsideration, and must notify the Applicant of the date of the meeting at which the reconsideration will occur.
- 18. At the meeting, Council may hear from the Applicant and any other person interested in the matter under reconsideration who wishes to be heard, and may either confirm the decision or substitute its own decision.

**SEVERABILITY**

- 19. If any section, subsection, sentence, clause, definition, or phrase of this Bylaw is for any reason held to be invalid by the decision of any Court of competent jurisdiction, such decision will not affect the validity of the remaining portions of the Bylaw.

**CITATION**

This Bylaw may be cited for all purposes as “Development Approval Information Bylaw 2015, No. 1887”.

<b>READ A FIRST TIME</b> on the	17 <sup>th</sup>	day of	August, 2015
<b>READ A SECOND TIME</b> on the	17 <sup>th</sup>	day of	August, 2015
<b>READ A THIRD TIME</b> on the	17 <sup>th</sup>	day of	August, 2015
<b>ADOPTED</b> on the		day of	,

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Mayor (A. Stone)

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Corporate Officer (S. Bowden)

## Bylaw No. 1887

### Schedule A

#### A. Transportation

If the Town requires development approval information relating to transportation patterns the following information may be required:

- Provide a traffic impact assessment for the proposed development considering any and all growth areas identified in the Town's OCP and other potential growth areas adjacent to the Town, including Town facilities and the Provincial highway.
- Provide an analysis of the proposed development's impact on the public right of way which could include Town roads and the Provincial highway (i.e. traffic circulation, vehicular capacity of the road, size and configuration of intersections, turning lanes, traffic lights, bike lanes, sidewalks, etc.).
- Provide a breakdown of traffic flows (i.e. weekday, weekend, peak morning and evening) and estimate the number of additional vehicle trips per day to be generated by the proposed development, including origin-destination analysis, and an analysis of the impact on nearby uses of land and intersection points (i.e. sidewalks, cycling paths, train crossings).
- Identify any public right-of-way upgrading, reconstruction, reconfiguration, or expansion that may be necessary to accommodate the additional pedestrian, bicycle and vehicle trips per day to be generated by the proposed development, including Town facilities and the Provincial highway.
- Identify pedestrian sidewalks, paths and cycling infrastructure that will be provided to accommodate the proposed development and increase in usage and how they will be integrated into the overall transportation network (including access points).
- Identify opportunities and improvements required for facilitating transit use.
- Provide an analysis of any future safety concerns for the planned road network such as the horizontal and vertical profiles, intersection geometrics, pedestrian crossing locations, truck routes, emergency routes and sight visibility.
- Provide a context map to illustrate connections to the existing Town network of roads, pedestrian routes, bicycle route, and trails.

#### B. Local Infrastructure

If the Town requires development approval information in the form of a Report relating to the impact of development on local infrastructure, the following information may be required:

- Identify the possible deficiencies as well as the impact that the proposed development may have on the existing local infrastructure and site servicing including drainage, water, sewer, and other utilities.

- Provide a conceptual site servicing plan showing the proposed water-main network, water pressure zones, and associated pumping stations if applicable.
- Estimate the water demand to be generated by the proposed development and conservation measures and impacts.
- Provide an analysis of the existing public water system and the options available for the supply and delivery of water to the proposed development including an analysis of the impact of the development on the Town's water pressure zones and water reservoir.
- Provide an analysis of the existing system for disposal and treatment of sewage and the options available for the treatment and disposal of sewage from the proposed development.
- Estimate the amount of surface drainage waters that would be generated by the proposed development and the options available for collection, storage and dispersal of such drainage using best practices.
- Identify the new capital works required for the proposed development for water, sewer and drainage systems and their cost and the potential funding sources for these expenditures.
- Estimate the life-cycle costs of new infrastructure.

### **C. Natural Environment**

If the Town requires development approval information that relates to the impact of development on the natural environment, the following information may be required:

- Provide an analysis and Report on the natural environment including ecosystems, biological diversity, species at risk, regionally significant species, and riparian ecosystems.
- Provide a 'Bio-Inventory' utilizing the most recent edition of the '*Develop with Care: Bio-Inventory Terms of Reference*' Ministry of Environment, Province of British Columbia.
- Provide recommendations for protecting, retaining and restoring environmentally valuable resources.
- Provide an analysis of the environmental impacts such as noise, vibration, glare, and electrical interference.
- Provide a tree analysis and detailed tree retention strategy for the site and any potential impacts on adjacent property from tree removal.
- Provide a hydrological or hydrogeological assessment of the site, or both, including infiltration, interception, groundwater, aquifers, overland flow, accretion, and erosion.
- Provide an analysis of the proposed development's impact on fish habitat as well as ground (i.e. aquifer) and surface water quality including pollution, nutrients, silts, and pathogens.

- Provide an analysis of the geotechnical conditions of the site including, but not limited to, soil composition, profiles, agricultural suitability and capability, geologic process and/or terrain stability.
- Provide an analysis of the hazardous conditions of the site including, but not limited to, mud flow, debris torrents, erosion, land slip, rock fails, and avalanche and specify required setback distances from a natural boundary, property boundary or feature, ecosystem or hazard area and state that the lands are safe for the intended building(s) and use(s), in accordance the Association of Professional Engineers and Geoscientists of British Columbia.
- Provide an overlay of the natural environment analysis on the site plan for the proposed development.
- Provide a soil removal and soil deposit plan for the proposed development.
- Provide wildfire interface planning recommendations for the proposed development.

#### **D. Public Facilities and Services**

If the Town requires development approval information relating to public facilities (including community services, parks and schools) the following information may be required:

- Identify services within a five minute walking distance of the proposed development.
- Identify the local community services that would be affected by the proposed development including, without limitation, any of the following: the provision of current or future school services, protective services such as fire and police, health care, parks, and recreational services.
- Examine the potential financial impacts of the proposed development on the existing community public facilities such as schools, fire halls, police detachments, recreation facilities and parks; and examine the impact on the number of users of existing community services and public facilities.
- Outline any potential costs and identify possible strategies to mitigate against the potential impacts including an outline of the potential funding sources for the provision of additional community services and public facilities that may be required as a consequence of the proposed development.
- Provide recommendations for the location of proposed trails within environmental sensitive areas.

#### **E. Economic and Social Development**

If the Town requires development approval information relating to economic and social development the following information may be required:

- Provide an analysis of the economic impacts of the proposed development and how it may affect the day to day quality of life of residents, visitors and the community,

including direct and indirect economic impacts, demographics, housing, local services and sociocultural issues.

- Provide an analysis of the retail impacts of a proposed commercial development, including but not limited to, the effects of additional competition, traffic impacts, the effects on tenancy, and the impacts on neighbourhood or sector stability.
- Provide an analysis of the proposed development's impact on the supply, use and quality of industrial land.
- Provide a market analysis and project pro forma to evaluate and demonstrate the viability of the proposed development.
- Provide a community amenity contribution policy analysis where community amenities are proposed.
- Provide an analysis of the affordability of the dwelling units in the proposed development, and/or an analysis of the loss of affordable housing as a result of the proposed development.
- Provide information about how the proposed development meets adaptable housing needs, elder care needs, and/or child care needs.
- Provide an analysis of the proposed development's impact on the diversity of residential unit sizes and types in the community.
- Provide an analysis of the proposed development's impact on the supply, use and quality of agricultural land.

## **F. Archaeology and Heritage**

If the Town requires development approval information relating to archaeology and/or heritage the following information may be required:

- Identify potential heritage and archaeological features on the development site, including First Nations sites that are protected under the *'Heritage Conservation Act'*.
- Complete an archaeological impact assessment and impact mitigation study that provides an analysis of the proposed development's impact on historical, cultural and archaeological buildings, sites or assets.
- Complete a heritage impact assessment and impact mitigation study that provides an analysis of the proposed development's impact on historical, cultural and heritage buildings, sites or assets.
- Demonstrate how the proposal responds to the most recent edition of the 'Standards and Guidelines for the Conservation of Historic Places in Canada' (Parks Canada)
- Provide an analysis of how a building or site design reflects, preserves or enhances the heritage of the area.
- For all of the above demonstrate how the applicable First Nation(s) for the area was involved in the heritage or archaeology study.

## **G. Form and Character and Built Environment**

If the Town requires development approval information relating to the form and character or built environment of a development the following information may be required:

- Provide an analysis of the proposed development's compatibility with adjacent and community land uses, functions, form, character, aesthetic, grade, and scale of development;
- Provide an analysis of landscape and visual impacts, including the impact on view corridors, the creation of shadows, prominent features, experiential characteristics, and landscape character (including grade) considering views to and from the proposed development.
- Provide information about the phasing and timing of the activity or development and how this may impact the surrounding neighbourhood.
- Provide a Vision context statement explaining how the proposal meets the "Community Vision for a Sustainable West Coast Town".

## **H. Climate Action**

If the Town requires development approval information relating to climate action the following information may be required:

- Identify in detail how the proposed project will contribute to community greenhouse gas emission reduction targets, energy conservation, and/or water conservation.
- Provide a climate change risk and vulnerability assessment of the development site and adaptation measures for the proposed development (i.e wildfire, flooding, sea level rise, extreme storm events).
- Provide an energy audit of the proposed buildings and/or of the proposed development.
- Provide an analysis of the proposed development on air quality impacts including, but not limited to, pollution, dust, fumes, smoke and odours.
- Provide the following information with respect to the proposed development:
  - renewable energy technologies being utilized;
  - water efficiency;
  - materials and resources to be used;
  - the indoor environmental quality;
  - innovation in design; and
  - alternative transportation options supported in the development.

TOWN OF LADYSMITH

BYLAW NO. 1890

A bylaw to exempt from taxation certain lands and buildings for the year 2016.

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

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

Part 1 – Church Properties Tax Exemption

All church halls and lands within the legal boundaries of those properties listed under Part 1 of Schedule ‘A’ are hereby exempted from taxation for the year 2016.

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

All lands and improvements within the legal boundaries of those properties listed under and to the extent described Part 2 of Schedule ‘A’ are hereby exempted from taxation for the year 2016.

Part 3 – Partnering Exemption Authority

All lands and improvements within the legal boundaries of those properties listed under and to the extent described in Part 3 of Schedule ‘A’ are hereby exempted from taxation for the year 2016.

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

This bylaw may be cited as "Permissive Tax Exemption Bylaw 2015, No. 1890."

**READ A FIRST TIME** on the 28th day of September, 2015

**READ A SECOND TIME** on the 28th day of September, 2015

**READ A THIRD TIME** on the 28th day of September, 2015

**ADOPTED** on the 13th day of October, 2015

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Mayor (A. Stone)

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Corporate Officer (S. Bowden)

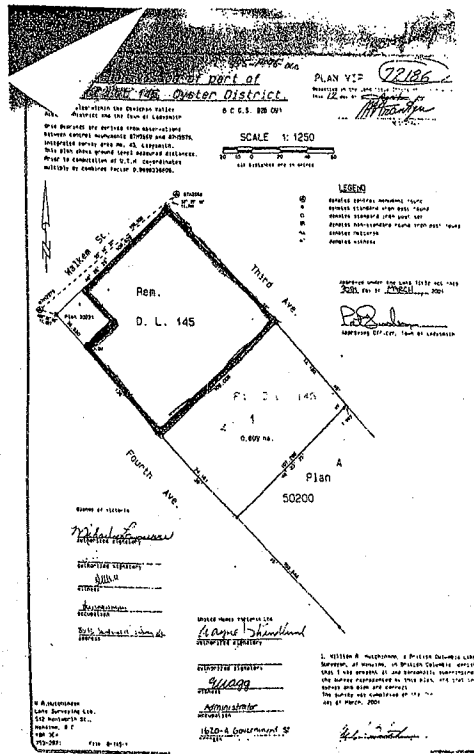


This is Schedule "A" attached to and forming part of  
Permissive Tax Exemption Bylaw 2015, No.1890

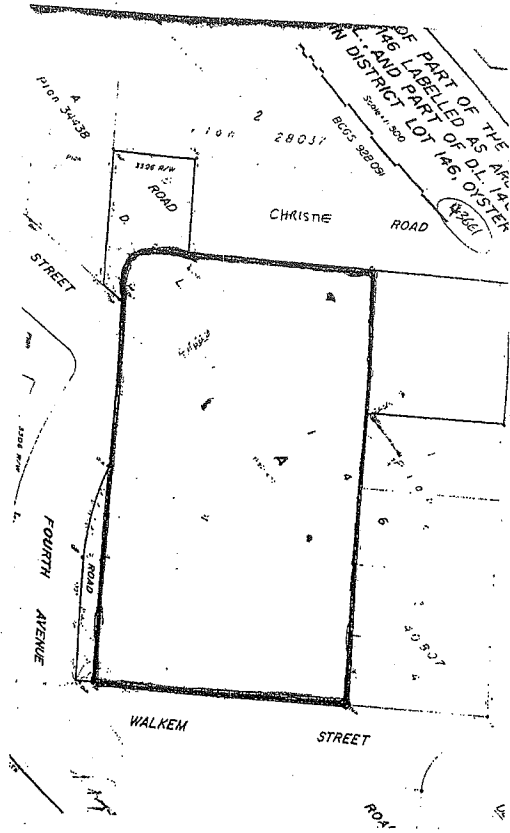
PROPERTY DESCRIPTION	
<b>Part 1</b>	
St. Mary's Catholic Church <i>224.2(f) Buildings for Public Worship</i>	1135 4th Ave Remainder of DL 145, LD43 Oyster Land District except Plans 33231 & VIP72186 (Specifically the area of land and buildings outlined in bold on Schedule 'B') Folio 1448.000
Pentecostal Assemblies of Canada <i>224.2(f) Buildings for Public Worship</i>	1149 4th Ave Lot A, Plan 46331, DL43, Oyster District (Specifically the area of land and buildings outlined in red on Schedule 'C') Folio 1449.080
United Church of Canada <i>224.2(f) Buildings for Public Worship</i>	232 High Street Lot A, Plan VIP63119, DL56 Oyster Land District Folio 327.010
Ladysmith Fellowship Baptist Church <i>224.2(f) Buildings for Public Worship</i>	381 Davis Rd Lot 1, Plan 43316, DL 43, LD43 Folio 1041.500
Anglican Synod Diocese of BC <i>224.2(f) Buildings for Public Worship</i>	314 Buller St Lot A, Blk 76, LD 43 Plan 703A Folio 494.000
<b>Part 2</b>	
Ladysmith Senior Citizens Housing Society <i>224.2(a) Non-Profit</i>	101 1st Ave Lot 1, DL56, LD43, Plan 31443 Folio 1338.000
Ladysmith Senior Citizens Housing Society <i>224.2(a) Non-Profit</i>	207 Jamison Rd Lot 1, DL 56, LD 43, Plan 21490 (Specifically the area of land surrounding the building footprint as shown on Schedule D) Folio 1322.300
Ladysmith & District Historical Society <i>224.2(a) Non-Profit</i>	721 1st Ave (Museum) Lot 11, Blk 7, LD43, Plan 703 Folio 0055.000
Ladysmith & District Historical Society <i>224.2(a) Non-Profit</i>	614 Oyster Bay Dr Roundhouse & Compound Lot 4, Plan 45800 Folio 1109.320
Ladysmith Maritime Society <i>224.2(a) Non-Profit</i>	611 Oyster Bay Dr Blk C, DL2016, LD43, Foreshore Lease for Marina. Lease/Permit #106431 As shown on Schedule "G", including the insert for the Visitors Centre Folio 1602.100
Ladysmith Maritime Society <i>224.2(a) Non-Profit</i>	Unit C, I & M - 610 Oyster Bay Dr Lot 4, Plan 45800 Folio 1109.317
Ladysmith Maritime Society <i>224.2(a) Non-Profit</i>	616 Oyster Bay Dr Car Shop. Lot 4, Plan 45800 Parent parcel 1109.300 Folio 1109.316

Ladysmith Golf Club Society <i>224.2(i) Recreational</i>	380 Davis Rd DL43, LD43, except Plans 2478, 4670, 5873, 7527, 8922, 12027, 14051, 15693, 835R, 34197, 48247 & VIP57353, exc E&N R/W Pcl A (DD24404N) Pcl C (DD344431), VIP65242
Ladysmith Festival of Lights <i>224.2(a) Non-Profit</i>	1163 4th Ave Lot A, DL146, LD43, Plan 34438 Folio 1449.200
Arts Council of Ladysmith & District <i>224.2(a) Non-Profit</i>	Units J, K & L - 610 Oyster Bay Rd Lot 4, Plan 45800 Folio 1109.328
Eco-Tourism Building (mechanical room and public storage only) <i>224.2(a) Non-Profit</i>	Transfer Beach Lot 2, Plan 36262 (Specifically the area of land and buildings outlined in bold on Schedule 'E') Folio 1110.110
Ladysmith Health Care Auxiliary <i>224.2(a) Non-Profit</i>	910 1st Ave (Thrift Shop) Lot 1, Blk 30, Plan 703A Folio 263.000
Canadian Legion Branch #171 <i>224.2(a) Non-Profit</i>	621 1st Ave Lot A, Blk 8, Plan 703 (except the section outlined in bold on Schedule 'F') Folio 70.000
<b>Part 3</b>	
St John's Masonic Temple Assoc (Leased by Town for parking lot) <i>225.2(a) Partnering Agreement</i>	26 Gatacre St Lot 9, Blk 9, LD43, Plan 703 Folio 85.000
Ladysmith & District Historical Society <i>224.2(a) Non-Profit</i>	1115A - 1st Ave (under Tim Horton's) Lot 1, VIS5873, DL118, LD43 Folio 1373.010
Municipal Parking lot <i>225.2(a) Partnering Agreement</i>	17 & 25 Roberts St Lots 8 & 9, Blk 11, Plan 703A Folios 123.000 & 125.000

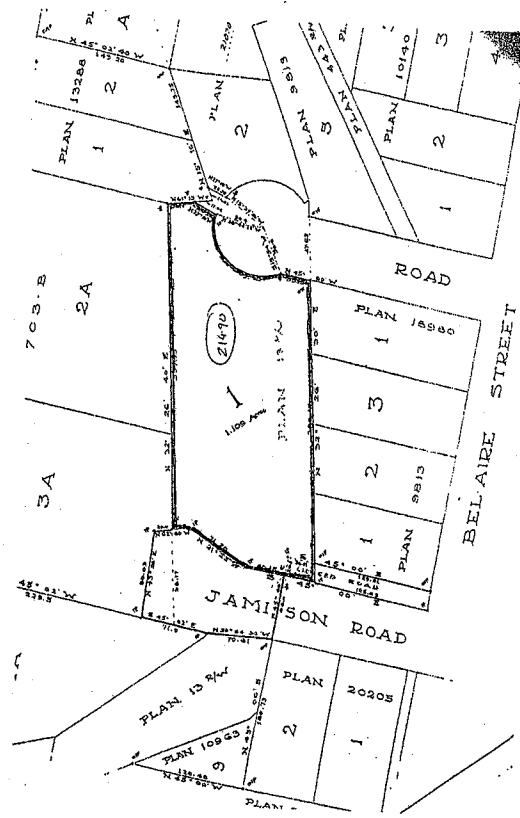
This is Schedule "B" attached to and forming part of  
 Tax Exemption Bylaw 2015, No.1890



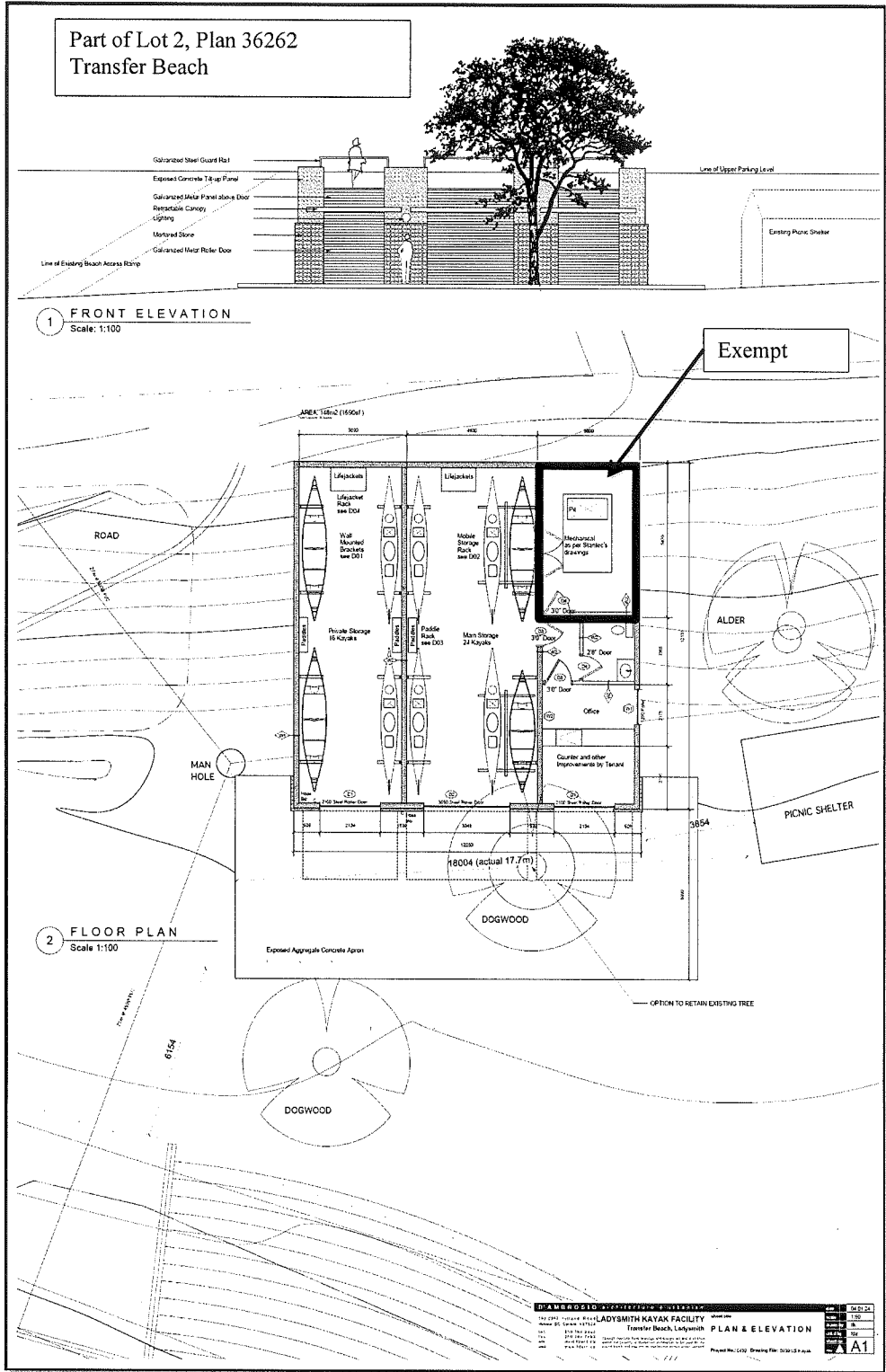
This is Schedule "C" attached to and forming part of  
Tax Exemption Bylaw 2015, No.1890



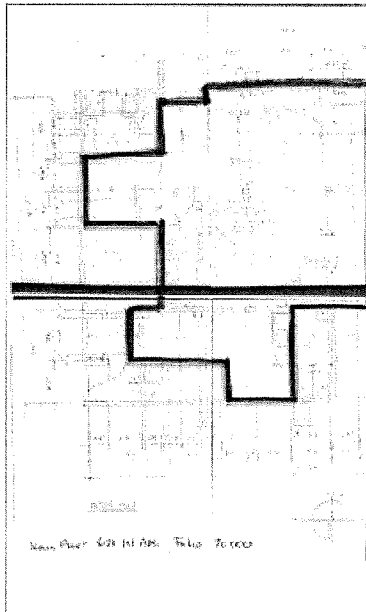
This is Schedule "D" attached to and forming part of  
Tax Exemption Bylaw 2015, No.1890



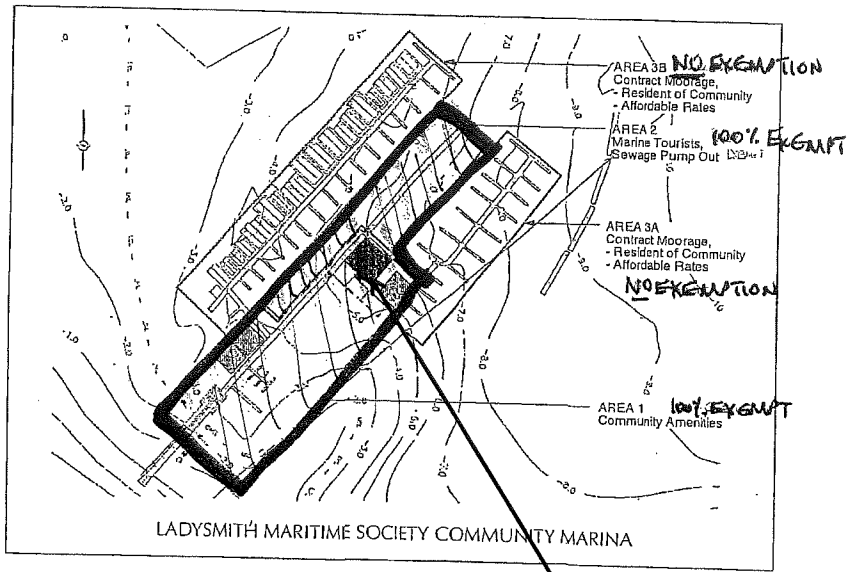
This is Schedule "E" attached to and forming part of  
 Tax Exemption Bylaw 2015, No.1890



This is Schedule "F" attached to and forming part of  
Tax Exemption Bylaw 2015, No.1890

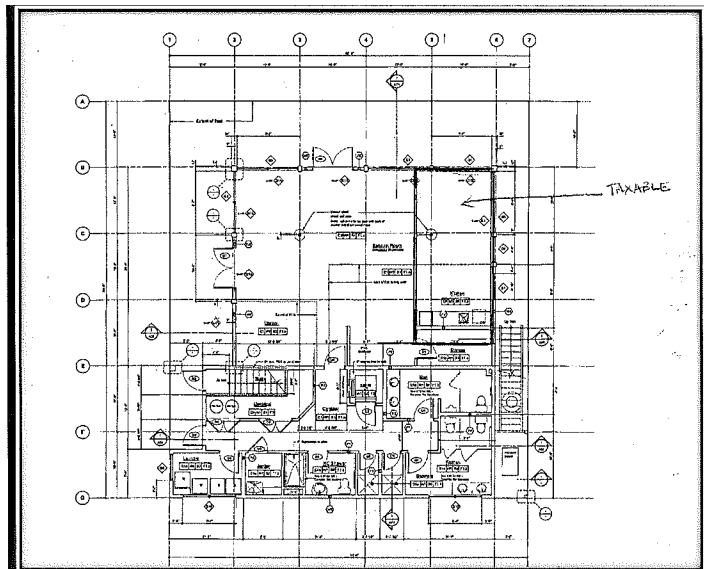


This is Schedule "G" attached to and forming part of  
Tax Exemption Bylaw 2015, No.1890



See insert below

Insert:





TOWN OF LADYSMITH

**BYLAW NO. 1892**

A bylaw to amend Revitalization Tax Exemption Bylaw No. 1625

---

**WHEREAS** Section 226 of the *Community Charter* authorizes a local government to establish a Revitalization Tax Exemption Program to partially exempt eligible revitalized properties from taxation;

**AND WHEREAS** the Ladysmith Town Council adopted the Revitalization Tax Exemption Bylaw No. 1625;

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

1. **AMENDMENTS**

“Town of Ladysmith Revitalization Tax Exemption Bylaw 2007, No. 1625” is hereby amended by deleting Schedule B of the bylaw in its entirety and replacing it with Schedule B as attached to this bylaw.

2. **CITATION**

This bylaw may be cited as "Town of Ladysmith Revitalization Tax Exemption Bylaw 2007, No. 1625 Amendment Bylaw 2015, No. 1892."

**READ A FIRST TIME** on the 28th day of September 2015

**READ A SECOND TIME** on the 28th day of September 2015

**READ A THIRD TIME** on the 28th day of September 2015

**ADOPTED** on the 13th day of October, 2015

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

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

Town of Ladysmith Bylaw No. 1892

Schedule "B"

PROPERTY DESCRIPTION	
Beantime Restaurant Owner of Property: Nordic Holdings Ltd	18 High St Lot 16, Blk 8, Plan VIP703 Folio 74.000
Futureworks Consulting Inc	411 1st Ave & 30 Roberts St Lot 11, Blk 10, Plan VIP703 Folio 107.000
Antique Addict Owner of Property: Paul Joy/Catherine Goldie	12 Roberts St Lot 14, Blk 27, Plan VIP703 Folio 113.000
1639555 Alberta Ltd	341 1st Ave Lot A, Plan VIP52046 Folio 126.000

**TOWN OF LADYSMITH**

**BYLAW NO. 1891**

A Bylaw to amend "Official Community Plan Bylaw 2003, No. 1488"

---

**WHEREAS** pursuant to the *Local Government Act*, the Municipal Council is empowered to amend the Official Community Plan;

**AND WHEREAS** after the close of the Public Hearing and with due regard to the reports received, the Municipal Council considers it advisable to amend "Official Community Plan Bylaw 2003, No. 1488".

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

1. Town of Ladysmith Official Community Plan is hereby amended as set out in Schedule 1 to this Bylaw.

**CITATION**

2. This Bylaw may be cited for all purposes as "Official Community Plan Bylaw 2003, No. 1488, Amendment Bylaw (No. 46) 2015, No. 1891".

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

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

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

on the \_\_\_\_\_ day of \_\_\_\_\_

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

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

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

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

**Bylaw No. 1891 – Schedule 1**

1. Schedule “A” – “Town of Ladysmith Community Plan” is amended as follows:
  - a) Section 3.1.4 – Growth Management Policies is amended by adding two new policies, as follows:
 

“17. The approval of infill or new subdivisions shall consider potential impacts on existing neighbours of the proposed development and new residents or users of the development.

18. The Approving Officer shall consider the Official Community Plan and Area Plans in the review of subdivision applications.”
  - b) Section 3.3.3 - Environment Policies is amended by adding a new policy, as follows:
 

“24. The Town will commission an Environmental Impact Study (Stage 2) after completion of the upgrades to the secondary treatment at the Waste Water Treatment Plant in order to evaluate the need for advanced treatment and/or extension of the outfall beyond the embayed area of Ladysmith Harbour.”
  - c) Section 3.7.3 - Infrastructure Policies is amended, as follows:
    - (i) Deleting Policy 2 in its entirety and replacing it with:
 

*“2. Water conservation measures to reduce demand on the Town’s water supply will include the adoption of a water use efficiency policy; education, awareness and incentive programs; a bylaw to require low-flush toilets for new construction; audits of large commercial/industrial/institutional water users; a program to retrofit low use water fixtures to existing buildings; and universal water metering.”*
    - (ii) Deleting Policy 4 in its entirety and replacing it with:
 

*“4. The Town will upgrade the existing central wastewater treatment facilities to provide secondary treatment to conserve the Town’s investment in the existing sewer collection system.”*
    - (iii) Adding to the end of Policy 5 “and prepare a storm drainage bylaw” so that the policy reads:
 

*“5. Incorporate a review of storm water retention / detention alternatives and erosion control practices for protection of fish-bearing watercourses, as well as reduction of property damage from rainfall events, into the Town’s engineering standards and prepare a storm drainage bylaw.”*
    - (iv) Adding two new policies after Policy 9, as follows:
 

*“10. The preferred long-term approach for bio-solids management is to transport waste primary and secondary solids produced at the Waste Water Treatment Plant to a regional composting facility to be constructed by others. Alternatively, the Town may construct its own composting facility.*

*11. A sanitary sewer protection bylaw will be developed to prevent the discharge of harmful contaminants to the sanitary sewer and storm drainage systems, as well as conducting an inventory of industrial/ commercial/ institutional discharges, a public education program, and a monitoring and enforcement program for the sanitary sewer protection bylaw.”*
  - d) Section 3.8.3 - Temporary Use Permits is deleted in its entirety and replaced with:
 

*“Temporary Use Permits are included in the Plan as an interim (short term) alternative for proposed new land uses that may not warrant a change to the land use designation or zoning of land. Temporary uses are typically of a trial/interim use nature, or are a seasonal/occasional use. Temporary use permits may be issued for new land uses on specific properties which are not otherwise allowed by a land use designation in this Plan or in a land use zone*

*in the Zoning Bylaw. Conditions may be specified by Council respecting any required changes to the property to allow the temporary use, and any restoration to the property following expiration of the permit. A temporary use permit can be issued for a maximum of three years, with one renewal of the permit for up to an additional three years.*

- e) Section 4.4 Implementation Tools is amended by adding to the end of the section:  
*“Liquid Waste Management Plan (2013):  
 The Liquid Waste Management Plan (LWMP) provides the strategies for wastewater management and financial commitments and schedule for LWMP implementation over the next 20 to 30 years. The LWMP addresses existing and future development, including servicing of areas not yet connected to the central or other planned waste water collection systems, greenfield developments, and potential boundary expansions.”*
- f) OCP Map 2 - Development Permit Areas is amended by placing “Development Permit Area 4 - Multi-Unit Residential (DPA 4)” on the property legally described as Lot B, District Lot 56, Oyster District, Plan VIP65504 (340 Second Avenue).
2. Schedule “A.1” – “Town of Ladysmith Development Permit Areas” is amended as follows:
- a) The Introduction is amended by deleting section (3) in its entirety and replacing it with:  
*“3. A development permit is required prior to the commencement of the following activities:  
 a) Subdivision of land in Riparian (DPA 6), Hazard Lands (DPA 7), and Malone Road Multi-Unit Residential (DPA 8);  
 b) Construction of, addition to or alteration of a building or other structure in all Development Permit Areas; and  
 c) Alteration of land, or removal, alteration, disruption or destruction of vegetation or disturbance of soils in Waterfront (DPA 1), Multi-Unit Residential (DPA 4), Riparian (DPA 6), Hazard Lands (DPA 7), and Malone Road Multi-Unit Residential (DPA 8).”*
- b) Clarifying in Exemption (4)(a) that a coach house conversion requires a development permit, by adding the following to the end of clause (a):  
*“..., except that pursuant to section 3(b), the conversion of an accessory building for coach house dwelling use requires a development permit;”*
- c) Amending Exemption (4)(h) such that a development permit is required where the proposed activity constitutes an alteration of land in Multi-Unit Residential DPA 4 by deleting the following from clause (g):  
*“..., Multi-Unit Residential (DPA 4)”*
- d) Adding the following clauses to the list of development permit Exemptions in section (4):  
*“j) removal of trees deemed to be hazardous by a qualified arborist;  
 k) landscape maintenance and improvements that do not change the character of the landscaping; and  
 l) demolition of buildings or structures.”*
- e) Amending Development Permit Area 2 - Downtown by:
- (i) Adding the following sentences about fence materials to Section 13 – Landscape after the first sentence in Guideline (c):  
*“Fence material should have a wrought iron appearance. Chain-link fencing is not an acceptable material, except for vinyl-wrapped fencing which may be considered for the interior fencing of outdoor storage areas. Solid masonry-style walls may be considered at a pedestrian friendly (low) scale for parking areas.”*

- (ii) Adding the following sentence about the location of shade trees to Section 13 – Landscape at the end of Guideline (f):  
*“The location of shade trees shall consider the orientation of the parking area at peak sunshine hours and will maximize shade provided by the tree canopy to parking spaces.”*
- f) Amending Development Permit Area 3 – Commercial by adding the following sentence about the location of shade trees to Section 13 – Landscape at the end of Guideline (h):  
*“The location of shade trees shall consider the orientation of the parking area at peak sunshine hours and will maximize shade provided by the tree canopy to parking spaces.”*
- g) Amending Development Permit Area 4 - Multi-Unit Residential by:
- (i) Adding the following sentence to the end of the first paragraph:  
*“In DPA 4 a development permit is also required prior to the alteration of land or removal, alteration, disruption or destruction of vegetation or disturbance of soils.”*
- (ii) Adding to Section 12 – Landscape the following sentence about the location of shade trees to the end of Guideline (k):  
*“The location of shade trees shall consider the orientation of the parking area at peak sunshine hours and will maximize shade provided by the tree canopy to parking spaces.”*
- h) Amending Development Permit Area 5 – Industrial by:
- (i) Deleting the words “...Ladysmith’s residential neighbourhoods.” and replacing them with “ the industrial area.” in Guideline 2(c).
- (ii) Adding to Section 11 – Landscape the following sentence about the location of shade trees to the end of Guideline (f):  
*“The location of shade trees shall consider the orientation of the parking area at peak sunshine hours and will maximize shade provided by the tree canopy to parking spaces.”*
- i) Amending Development Permit Area 10 - Coach House Intensive Residential by:
- (i) Adding the following sentence to the end of the first paragraph:  
*“In DPA 10 a development permit is also required prior to the conversion of an accessory building for coach house dwelling use.”*
- (ii) Deleting Guideline (i) of Section 1 – Building Character and Design in its entirety and replacing it with the following:  
*“(i) Upper level balconies and decks shall be modest in size and not cause overlook. Juliet-style balconies are preferred. Flat roofs may not be used for roof deck areas.”*

## TOWN OF LADYSMITH

### NUISANCE ABATEMENT BYLAW NO. 1893

A Bylaw to regulate, prohibit and impose requirements in relation to the abatement of nuisances, disturbances and other objectionable situations.

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**WHEREAS** in accordance with sections 8(3)(h) and 64 of the *Community Charter* Council may, by bylaw, regulate, prohibit and impose requirements in relation to the protection and enhancement of the well-being of the Community in relation to nuisances or any other matter that is liable to disturb the quiet, peace, rest, enjoyment or comfort or convenience of individuals or the public, or other objectionable situations as set out in Section 64 of the *Community Charter*;

**AND WHEREAS** under sections 17 and 194 of the *Community Charter* Council may impose costs and recover costs of taking action in the event of default by a person who fails to take action as lawfully directed.

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

#### 1. Definitions

In this bylaw, unless the context otherwise requires:

“**Bylaw Officer**” – means the employee(s) of the Town of Ladysmith so designated from time to time by the Council of the Town of Ladysmith.

“**Town**” – means the Town of Ladysmith.

“**Fire Chief**” – means the Fire Chief duly appointed by Council from time to time and shall include the Deputy Fire Chief.

“**Nuisance**” – means an activity or any matter that is liable to disturb the quiet, peace, rest, enjoyment, comfort or convenience of individuals or the public, and without limiting the generality of the foregoing, may include noisy parties, a group of people making noise, loud music, car racing, revving engines, yelling, shouting, screaming, fighting, littering, trespassing, illuminations, vibration, odour, accumulation of water or other liquids on a property, or unsanitary conditions on property or other objectionable situations.

“**Nuisance Abatement**” – means works or services undertaken by the Town to land or improvements, to abate, or cause to be abated, an activity or any matter that causes a nuisance.

“**Public Place**” – includes land owned by a public authority.

#### 2. General Prohibition

- 1) No person shall cause a nuisance or permit property which he or she owns or occupies to be used so as to cause a nuisance.
- 2) No person or persons shall make or cause or permit to be made or caused any nuisance in or on any highway or other public place in the Town which is liable to disturb the quiet, peace, rest, enjoyment or comfort or conveniences of individuals or persons in the neighbourhood or vicinity of that place.

**3. Declaration of Nuisance**

If Council of the Town of Ladysmith, in open meeting assembled, declares that a nuisance exists, if the person directed to abate the nuisance fails to do so within the time stipulated by Council, Town staff is authorized to undertake the steps and utilize resources deemed necessary to abate the nuisance and recover the costs of abating the nuisance as set out in this bylaw.

**4. Cost Recovery and Collection**

- 1) The Town may recover the costs of abating a nuisance from one or more of the following:
  - (a) a person causing the nuisance;
  - (b) the occupier of land from which the nuisance emanates; and
  - (c) the owner of land from which the nuisance emanates.
- 2) The Town may recover the costs of abating a nuisance under section 5(a) in accordance with:
  - (a) Section 231 of the *Community Charter*, as a debt due and recoverable in a court of competent jurisdiction;
  - (b) Section 258 of the *Community Charter*, in the same manner as property taxes,or in any other manner authorized by law.

**5. Costs Recoverable**

- 1) The costs recoverable for nuisance abatement shall be the actual costs of the actions taken by the Town to abate the nuisance, including, but not limited to, hiring an independent contractor to abate a nuisance.
- 2) In addition to the costs set out in 6(1), in the event that the members of the RCMP or Town staff, including Fire Rescue personnel, are involved in abating the nuisance, or are called to investigate a nuisance complaint at a property that has been declared a nuisance under section 4, the charges shall be as follows:
  - (a) \$300 per hour for RCMP attendance plus 15% for administration, and
  - (b) \$150 per hour for Town staff attendance, including Fire Rescue personnel, plus 15% for administration.
- 3) All charges as set out in this bylaw are in addition to and separate from any fine assessed through the issuance of a municipal ticket under the "*Ladysmith Ticket Information Utilization Bylaw 2002, No. 1457*" and amendments thereto or a fine assessed by a court under the *Offence Act*.

**6. Offences**

- 1) A person who contravenes a provision of this Bylaw is guilty of an offence and is subject to a fine of not more than \$10,000.00;
- 2) Section 7(1) shall not prevent the Town or an authorized person on behalf of the Town issuing and enforcing a ticket under the "*Ladysmith Ticket Information Utilization Bylaw 2002, No 1457*".



3) Each day that a contravention of a provision of this Bylaw occurs or continues shall constitute a separate offence.

7. **Severability**

If any part of this Bylaw is for any reason held invalid by any court of competent jurisdiction, the invalid portion shall be severed and the severance shall not affect the validity of the remainder.

8. **Repeal**

This bylaw repeals "Nuisance Regulation Bylaw 1993, No. 1094" and all amendments thereto.

9. **Citation**

This Bylaw may be cited for all purposes as the "Ladysmith Nuisance Abatement Bylaw 2015, No. 1893."

**READ A FIRST TIME**      this                      day of                      , 2015.

**READ A SECOND TIME**      this                      day of                      , 2015.

**READ A THIRD TIME**      this                      day of                      , 2015.

**ADOPTED**                      this                      day of                      , 2015.

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

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

TOWN OF LADYSMITH

PROPERTY MAINTENANCE BYLAW NO. 1894

A Bylaw to establish required standards for the maintenance of real property within the Town.

WHEREAS pursuant to Section 8(h) of the *Community Charter*, the Council of the Town of Ladysmith may, by bylaw, regulate, prohibit and impose requirements in relation to the protection and enhancement of the well-being of its community in relation to nuisances, disturbances and other objectionable situations as defined in Section 64 of the *Community Charter*.

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

1. **Definitions**

In this Bylaw:

“Committee” means the standing committee of Council known as the Municipal Services Committee.

“Graffiti” means drawing, painting, etching, printing, writing or other graphic representation that:

- a) is scribbled, scratched, sprayed, painted, or similarly placed directly on a supporting surface, and
- b) if it is on private property that is not located on public real property, has been placed without the consent of the owner of that private property;

and excludes:

- a) a sign for which permits have been issued under the *Sign and Canopy Bylaw*, and
- b) a mural for a purpose other than commercial advertising;

“Mural” means a painting

- a) that is applied directly to the wall of a building or other structure with the consent of the owner of that building or structure, and
- b) that does not include any text or logo other than the name of the artist;

“Real Property” means any parcel of private land within the Town of Ladysmith;

“Refuse” includes, but is not limited to:

- a) food wastes;
- b) market wastes;
- c) combustibles like paper, cardboard, yard trimmings, leaves and brush, plastics, and leather;
- d) non-combustibles such as metal, cans, glass, dirt, ashes, and street sweepings;
- e) bulky wastes such as furniture, appliances, tires, stumps, recycling, and construction waste;
- f) unlicensed, unused, or stripped automobiles, trucks, trailers, boats, vessels, machinery, mechanical parts, and metal parts;

“Unightly” means an untidy or otherwise non-aesthetic accumulation of filth, discarded materials, junk, or refuse on any real property, and includes graffiti.

2. **Graffiti Prohibited**

A person must not place graffiti on a wall, fence, or elsewhere on or adjacent to a public place.

**3. Refuse – Unsightly Property Prohibited**

A person must not do any of the following activities:

- (a) cause or permit water, or refuse, garbage or other material that is noxious, offensive or unwholesome to collect or accumulate on real property;
- (b) deposit or throw bottles, broken glass, or other refuse in any open place;
- (c) allow real property, of which that person is the owner or occupier, to become or remain unsightly.

**4. Weeds Prohibited**

The owner or occupier of real property must not allow to be present on that property weeds or other growths that:

- a) because of their condition, are likely to spread or become a nuisance to other real property in the vicinity; or
- b) are so unkempt as to be unsightly to nearby residents.

**5. Removal of Graffiti, Refuse, Weeds, Unlicensed Vehicles**

Every occupier of real property, or its owner if there is no occupier, must remove from that property:

- (a) graffiti;
- (b) refuse and other material described in section 4;
- (c) weeds and other growths described in section 5.

**6. Inspection to Determine Whether Bylaw is Being Followed**

- 1) RCMP and Bylaw Officers at all reasonable times may enter on real property to determine whether a requirement set out in sections 3, 4, and 6(a), (b) and (c) is being observed.
- 2) A Bylaw Officer at all reasonable times may enter on real property to determine whether a requirement set out in sections 5 and 6(c) is being observed.

**7. Town's Action at Defaulter's Expense**

- 1) The Town may give written notice to an owner or occupier, who does not take an action required under section 6, stating that the Town will take the action at the expense of the owner or occupier if that person does not take the action within 14 days of the service of the notice.
- 2) An owner or occupier to whom notice is given under subsection (1) may appeal the Town's proposed action by applying, within 14 days of the service of the notice, for a hearing by the Ladysmith Council.
- 3) Upon hearing an appeal under subsection (2) the Council may
  - (a) dismiss the appeal;
  - (b) extend the time in which the person appealing must undertake the action required by the notice given under subsection (1); or
  - (c) where the Committee determines it is appropriate to do so, vary the action required to be taken by the person appealing and establish time limits within which the person appealing must undertake the action.
- 4) RCMP and Bylaw Officers, with respect to a matter under section 6(a) or (b) and Bylaw Officers with respect to a matter under section 6(c), on behalf of the Town and at a defaulting person's expense, at reasonable times and in a reasonable manner, may enter on the real property owned or occupied by that person and take the action required by a notice given under subsection (1) if that person does not take the action within 14 days after the service of the notice, and

- (a) that person has not appealed to the Committee within 14 days of the service of the notice;
  - (b) the Committee, acting under its authority in subsection (3)(a), has dismissed that person's appeal;
  - (c) the Committee has not extended the time in which the person is required to comply with the action required by the notice given under subsection (1); or
  - (d) the Committee, acting under its authority in subsection (3)(c), has not varied the action required to be taken by the person appealing.
- 5) If the Town takes action under subsection (4) and the costs of the action are not paid on or before December 31 in the year in which they are incurred,
- (a) they may be recoverable from the person as a debt, or
  - (b) they may be collected in the same manner and with the same remedies as ordinary taxes on the real property on which the action was taken.
- 6) For the purposes of subsection (5)(b), the costs referred to in subsection (5) are considered to be taxes in arrears.

**8. Offences and Penalties**

- 1) A person who contravenes a provision of this Bylaw is guilty of an offence and is subject to a fine of not more than \$10,000.00;
- 2) Section 9(1) shall not prevent the Town or an authorized person on behalf of the Town issuing and enforcing a ticket under the "*Ladysmith Ticket Information Utilization Bylaw 2002, No 1457*".
- 3) Each day that a contravention of a provision of this Bylaw occurs or continues shall constitute a separate offence.

**9. Severability**

If any part of this Bylaw is for any reason held invalid by any court of competent jurisdiction, the invalid portion shall be severed and the severance shall not affect the validity of the remainder.

**10. Citation**

This Bylaw may be cited as the "Ladysmith Property Maintenance Bylaw 2015 No. 1894".

**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. 1895

A Bylaw to amend the Ticket Information Utilization Bylaw to include fines associated with Nuisance Abatement Bylaw No. 1893 and Property Maintenance Bylaw No. 1894.

WHEREAS the Community Charter empowers the Council, by bylaw, to authorize the use of any word or expression on a municipal ticket information to designate an offense against a bylaw;

AND WHEREAS the Community Charter empowers the Council, by bylaw, to establish penalties in relation to an offence against a bylaw;

AND WHEREAS it is deemed appropriate to amend "Ticket Information Utilization Bylaw 2002, No. 1457";

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

- 1. Schedule 1 of "Ticket Information Utilization Bylaw 2002, No. 1457" is hereby amended by adding the following:

Table with 2 columns: Designated Bylaws, Designated Bylaw Enforcement Officers. Rows include Nuisance Abatement Bylaw 2015, No. 1893 and Property Maintenance Bylaw 2015, No. 1894.

- 2. Ticket Information Utilization Bylaw 2002, No. 1457 is hereby amended by adding the following "Schedule "13" as follows:

SCHEDULE 13

RE: NUISANCE ABATEMENT BYLAW 2015, NO. 1893

Table with 4 columns: Offence, Section, Fine, Fine if paid within 30 days. Rows include Cause/permit nuisance and Cause nuisance in public.

- 3. Ticket Information Utilization Bylaw 2002, No. 1457 is hereby amended by adding the following "Schedule "14" as follows:

SCHEDULE 14

RE: PROPERTY MAINTENANCE BYLAW 2015, NO. 1894

Table with 4 columns: Offence, Section, Fine, Fine if paid within 30 days. Rows include Unlawfully place graffiti, Accumulated refuse/garbage/other material, and Deposit refuse/glass/bottles.

	<b>Offence</b>	<b>Section</b>	<b>Fine</b>	<b>Fine if paid within 30 days</b>
4	Unsightly property	4(1)(c)	\$200.00	\$150.00
5	Unlawful postering	4(1)(d)	\$125.00	\$100.00
6	Nuisance/unsightly weeds/other growths	5	\$200.00	\$150.00
7	Fail to remove graffiti	6(a)	\$200.00	\$150.00
8	Fail to remove rubbish/other materials	6(b)	\$200.00	\$150.00
9	Fail to remove weeds/other growths	6(c)	\$200.00	\$150.00

#### 4. CITATION

This bylaw may be cited for all purposes as "Ticket Information Utilization Bylaw 2002, No. 1457, Amendment Bylaw (No. 1) 2015, No. 1895".

READ A FIRST TIME on the \_\_\_\_\_ day of \_\_\_\_\_

READ A SECOND TIME on the \_\_\_\_\_ day of \_\_\_\_\_

READ A THIRD TIME on the \_\_\_\_\_ day of \_\_\_\_\_

ADOPTED on the \_\_\_\_\_ day of \_\_\_\_\_

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

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

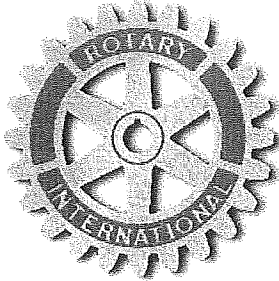
**From:** Mike & Pat Smith  
**Sent:** September 4, 2015 1:12 PM  
**To:** Sandy Bowden  
**Cc:** Sylvia  
**Subject:** Re: insurance

Hi Sandy,

The Ladysmith Golf Course Society would like to request liability insurance coverage for its officers and directors as an Associate Member.

We operate and maintain Ladysmith's only golf course,

The course is a public non-profit, available for the use, enjoyment and benefit of all, including novice and experienced golfers.



## Rotary Club of Ladysmith

*"Service Above Self"*

September 8, 2015

Mayor A. Stone and Council  
PO Box 220, 410 Esplanade,  
Ladysmith, British Columbia  
V9G 1A2

Dear Mayor Stone and Council:

The Rotary Club of Ladysmith applauds the excellent work done by the Kinsman Club, the Town of Ladysmith and many other community minded organizations in the redevelopment of the playground at Transfer Beach.

To supplement the excellent work done at the Transfer Beach Facility, the Rotary Club of Ladysmith would like to work with the Town of Ladysmith to make the playground area more accessible to people with disabilities, seniors and young families with children to small to enjoy the playground.

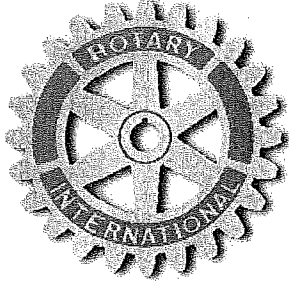
We propose the following improvements to be made at the park:

- Installation of two benches, estimated cost \$3210.
- Installation of a picnic table that is suitable for use by people with special needs, estimated cost \$1605.
- Installation of concrete pads for equipment and walkway to improve accessibility, estimated cost \$2675.
- Installation of split cedar fence to separate the parking lot from the playground, estimated cost \$1605.
- Miscellaneous materials; such as, lumber, nails, rebar etc., \$535.

To complete the project we will require the cooperation of the Town of Ladysmith. We propose that the Town be responsible for:

- To prepare of the site for the project
- To purchase all supplies required for the project
- To oversee project and provide direction and safety orientation to Rotary Club volunteers (Town of Ladysmith Parks Supervisor)
- To provide Rotary Club of Ladysmith copies of all invoices relating to the project





## Rotary Club of Ladysmith

*"Service Above Self"*

The Rotary Club of Ladysmith will:

- Provide volunteers to do the work of installing the benches, table, walkways and fence,
- Provide \$9630 to pay for the project.
- Provide dedication plaques to be installed on the equipment recognizing the Rotary's contribution
- Provide two Rotarians to liaise with the Town of Ladysmith to ensure successful completion of the project.

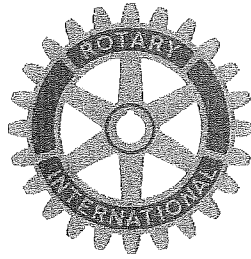
The Rotary Club of Ladysmith will require the Town of Ladysmith to sign a Memorandum of Understanding in regards to the proposed project. A draft MOU is attached to this letter. Upon signing of the MOU, the Rotary Club of Ladysmith will deposit \$ 9630 with the Town of Ladysmith.

The project must be completed before May 31, 2016 as we are required to submit our final report by this date. If you have any questions, please contact John Mulrooney, (250) 245-4384 or Bonnie Reid, (250) 924-7686.

Yours truly;

A handwritten signature in black ink, appearing to read "Gerry Beltgens".

Gerry Beltgens  
President  
Rotary Club of Ladysmith



## **Memorandum of Understanding**

between

**Rotary Club of Ladysmith, the Host Partner and**

**The Town of Ladysmith, the Cooperating Organization.**

### **1. Subject**

District 5020 Community Grant, "The Rotary Grant"

### **2. Purpose**

This document serves to establish a framework of cooperation and agreement between the aforementioned parties in order to implement a service project financed in part by a Rotary Foundation District Community Grant.

### **3. Shared Goals**

The parties to this agreement will collaborate to achieve the following shared goals:  
[state desired outcomes of the project]

### **4. The Host Partner will**

- Appoint a grant project management committee to manage the project
- Direct and coordinate local education and public relations
- Direct and coordinate local fund-raising efforts
- Receive funds from The Rotary Foundation and disburse them as required
- Provide Rotary Grant project administration and reporting
- Provide technical and professional services in support of the Rotary Grant project
- Provide volunteer training, mentoring, and financial review for the Rotary Grant project

- Seek other community support services with other resources in support of the project
- Host any visiting Rotarians who come to support or learn about the Rotary Grant project
- Perform other actions as necessary to ensure the success of the project

#### 5. The Cooperating Organization will

- Town of Ladysmith will prepare the site for the installation of the benches and tables, determine the optimum number of benches and tables
- In partnership with Rotary Club of Ladysmith determine the type of benches and tables and the quantity of benches and tables to be ordered. The Town of Ladysmith will purchase all supplies required for the project.
- Town of Ladysmith Parks Supervisor will oversee project provide direction and safety orientation to Rotarian volunteers
- Provide advise to Rotary Club of Ladysmith on the installation of the concrete bases for the benches and tables
- Maintain clear and separate accounting of any project-related expenses and will provided Rotary copies of all invoices relating to the project
- Maintain records and statistics sufficient to complete reports to The Rotary Foundation
- Report activities and results to the Host Partner accurately and on a timely basis
- Replace any Rotary funds lost due to internal theft or poor internal control procedures

#### 7. Understandings [do not edit]

- All parties affirm that The Rotary Grant is initiated, controlled, and managed by the Host Partner.
- The Host Partner affirms that the Cooperating Organization is reputable and responsible and acts within all governing laws of the project country.
- All parties acknowledge that the Rotary Grant, if approved, will be awarded to the Host Partner, and not to the Cooperating Organization.
- All project funds will be in the custody of the Host Partner, and will not be managed by the Cooperating Organization.
- The Cooperating Organization must abide by The Rotary Foundation grant terms and conditions.
- The Cooperating Organization and its involvement in this project may be subject to financial and operational review/audit by The Rotary Foundation.

#### 8. Modification

Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, and approved by The Rotary Foundation prior to any changes being performed.

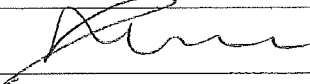
9. Conflict of Interest

Any real or perceived conflicts of interest must be disclosed to The Rotary Foundation, including any Rotarians serving on the board of directors or as staff of the Cooperating Organization.

10. Primary Contacts/Signatures

By signing below, the parties agree to the terms of this memorandum of understanding.

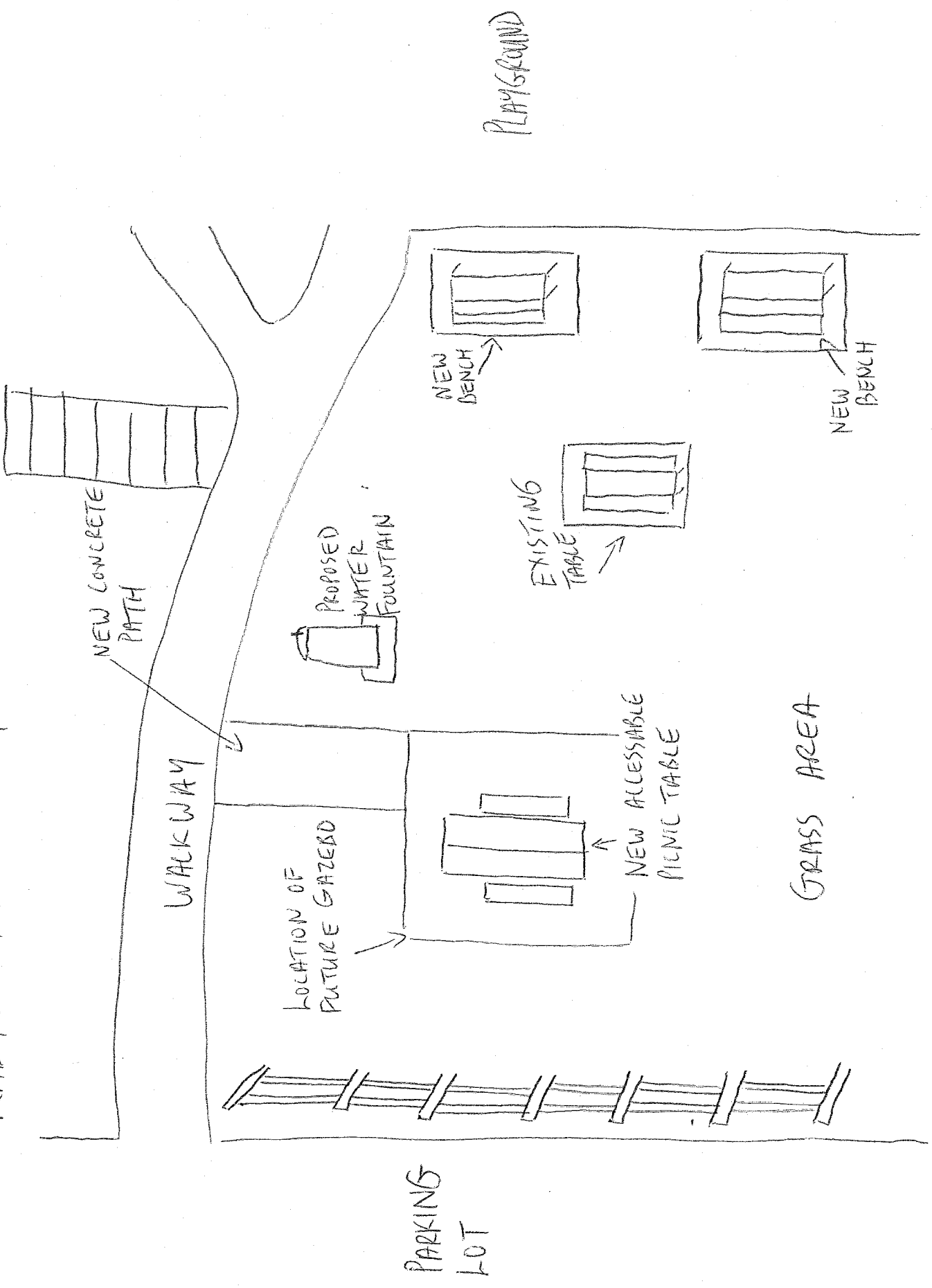
For the Host Partner:

Signature/Date			
Name	GERRY Beltgens		
Address	PO Box 875, Ladysmith BC, V0R 2E0		
Phone/Email	250 245 9668		

For the Cooperating Organization:

Signature/Date			
Name			
Address			
Phone/Email			

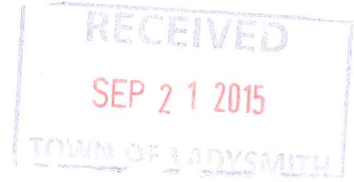
# LADYSMITH ROTARY PROJECT : TRANSEER BEACH



12-658 Alderwood Drive,  
Ladysmith,  
BC V9G 1R6.

Dear Mayor Stone and Ladysmith Council,

Re: Appeal of House Tax Penalty



Please find enclosed correspondence between:

1. Town of Ladysmith, Bev Kirkland, and myself
2. Myself to Ms. Kirkland
3. Erin Anderson to myself.

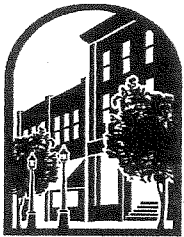
My understanding is that the Mayor and Town Council are in a position to waive the penalty.

I forgot to fill in the grants this year having applied on line. My fault entirely. However, as a senior receiving the Guaranteed Income Supplement along with my pension, I hoped you could see a way forward here for me.

I appreciate your consideration in this matter.

Yours sincerely,

Christine Beryl.



# TOWN OF LADYSMITH

410 Esplanade, P.O. Box 220, Ladysmith, B.C. V9G 1A2  
Municipal Hall (250) 245-6400 • Fax (250) 245-6411 • info@ladysmith.ca • www.ladysmith.ca

LADYSMITH

August 24, 2015

OUR FILE: 1970-01

HEMINGSON, DONNA J  
BERYL, CHRISTINE  
12 - 658 ALDERWOOD DR  
LADYSMITH BC V9G 1R6

Dear Property Owner(s):

RE: PROPERTY TAXES - FOLIO #: 7010.120  
PROPERTY ADDRESS: 12 - 658 ALDERWOOD DR

A recent review of the Town's accounts receivable indicates that there are property taxes outstanding on the above-noted property as follows:

Current	\$	1045.00
Penalty		104.50
<b>TAX TOTAL</b>	<b>\$</b>	<b>1149.50</b>
		=====

The 2015 Property Taxes were due on July 2, 2015. A 10% penalty was applied to any current balance remaining on July 3, 2015.

An outstanding balance in Current may include an unclaimed 2015 Provincial Home Owner Grant. These Homeowner Grants can be claimed at City Hall no later than December 31, 2015.

The Town accepts post-dated cheques and monthly payments, though interest may continue to accrue. Please feel free to call us if you would like to arrange a payment plan. Once your outstanding taxes have been paid, you are able to prepay your taxes and we can assist you in calculating a monthly property tax amount and depositing post-dated cheques as per your instruction or you can sign up for our monthly property tax pre-authorized payment plan.

Should you require clarification or assistance with regard to processing your property tax payments or the homeowner grant application please contact Beth Kirkland at 410 Esplanade between 9:00 am to 4:00 pm, or call (250)245-6414, extension 6206 or email pt@ladysmith.ca. If you have already paid the outstanding taxes or have a post-dated cheque(s) on file, please disregard this notice.

Thank you for your attention to this matter.

Sincerely,

*B. Kirkland*

Beth Kirkland  
Revenue Accountant



12-658 Alderwood Drive,  
Ladysmith, BC  
V9G1R6  
Sept 13, 2015

Dear Ms. Kirkland,

Re: Roll 7010.120

I am writing to you about the \$104.50 I was charged for not paying the full amount of taxes owed.

I forgot to fill out the grant section and thought I'd paid what I owed on line. When your letter came, the other co-owner of the house, a 72 year old lady, came to City Hall immediately and filled out the paperwork. It would appear the grant has been allowed as usual.

I came down to the office and inquired at the front desk about why then there was still this penalty of \$104. 50. and was told the province didn't know if I'd rented out the house or who lived there. I paid the penalty and have been mystified about this ever since.

Being a senior, maybe I've lost it. Maybe my logic is off. But if I didn't actually owe the penalized amount, rectified the paperwork, and was given the grant as usual, why is the penalty still in effect? As a senior who lives on OAP and a Guaranteed Income Supplement, this is a large amount.

So the purpose of writing to you is to ask your advice about the appeal process. Is there paperwork to do through:

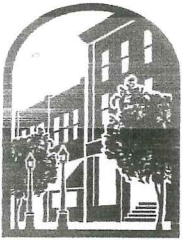
1. Ladyship Town
2. The Provincial Government
3. Or I do I need advocacy and go to the local MP?

I would value your advice and am sorry to waste your time when I made this mistake in the first place.

Best Regards,

Christine Beryl





LADYSMITH

# TOWN OF LADYSMITH

410 Esplanade, P.O. Box 220, Ladysmith, B.C. V9G 1A2  
Municipal Hall (250) 245-6400 • Fax (250) 245-6411 • info@ladysmith.ca • www.ladysmith.ca

September 14, 2015

File No: 1970-05

Ms. Christine Beryl  
12-658 Alderwood Dr  
Ladysmith, BC  
V9G 1R6

Dear Ms. Beryl,

**RE: Property Tax Penalty #12-658 Alderwood Drive – Roll 7010.120**

Thank you for your letter dated September 13, 2015 regarding the addition of the penalty on your property taxes. The 10% penalty is applied, per Provincial legislation, on all outstanding amounts of the amount you owe, which was July 2, 2015. Enclosed is an excerpt from the Provincial legislation concerning the penalty on unpaid taxes.

In your situation, the Home Owner Grant of \$1,045.00 was not claimed until Aug 28, 2015. Therefore a \$104.50 penalty had been applied to your account on July 2, 2015. I regret to inform you that I have no authorization to waive this penalty, as your Grant was not claimed

The only way to appeal this penalty is to take the matter to Council. The next Council meeting is September 28<sup>th</sup>, 2015 at 3:30 p.m. Requests to appeal must be made in writing to Mayor and Council and received by noon on September 22, 2015 to be placed on the next Council Agenda.

Please note for the future that you are able to claim your Home Owner Grant online. Information can be found on our website at [www.ladysmith.ca](http://www.ladysmith.ca) under Our Services, Taxes & Payments, Property Taxes, Home Owner Grant.

Yours truly,

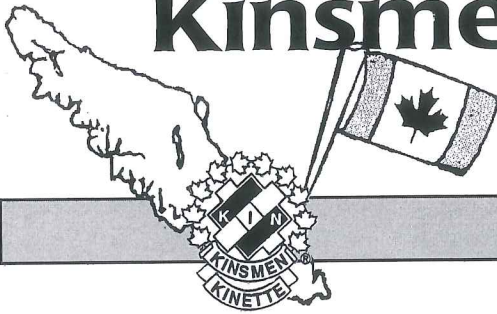
Erin Anderson, CMA  
Director of Financial Services

EA:bk



# Kinsmen Club of Ladysmith

## On The 49th Parallel



P.O. Box 324, Ladysmith, B.C. V9G 1A3

RECEIVED

SEP 21 2015

September 16, 2015

Mayor and Council  
Town of Ladysmith  
P.O. Box 220  
Ladysmith, B.C. V9G 1A2

Dear Mayor Stone and Council:

The Ladysmith Kinsmen Club are wishing to work with youth soccer and football in Ladysmith. At our last meeting we had a letter from the Mid Isle Soccer Assoc. regarding storage for their uniforms and equipment. As a sponsor of the Ladysmith Steelers Junior Football we also know that they require proper storage. At this time they are paying rent on a rental unit that is not heated. Last year they had to have all their uniforms dry cleaned as they were covered in mildew.

The Kinsmen would like to purchase a "C" can container and install it as a storage facility for both groups. The club would look after ALL costs and installation requirements. It is our intention to work with the Parks department on location, etc. The storage facility would be on a concrete pad, insulated and have electricity for heat and lights. This way both youth sports groups would have, at least a temporary, proper storage. It would also be at the facility that they all play and practice at so it would be more convenient for their volunteers.

We are asking The Town of Ladysmith to proceed with this project working with the Parks Recreation and Culture Dept.

Thank you very much for your time and consideration and please contact us, at any time, if you have any questions.

Have a great day.

Sincerely

Ron Legault  
President



Aug 22<sup>nd</sup>, 2015

P.O. Box 220,  
Ladysmith, B.C.  
V9G 1A2

AARON

Dear Mr. Stone;

Re: Music Hall 'Patron Participation' Endorsement

I believe that you have spoken to my partner, Robin Ramalho, about the BCLCLB's (*BC liquor licensing branch*) requirement for a 'Local Government' resolution before granting a 'Patron Participation' endorsement to our liquor license, allowing us to feature 'open mic' nights and permitting people to dance. I have attached the '1 pager' requested by them, for your information.

My request is twofold, 1) I have attached a 'Part 12' confirmation that I am asking you to complete and I will pick it up at city hall, or wherever is convenient for you. It provides instructions for our second request, 2) a resolution from Town Council, within 90 days, addressing the issues outlined on the form.

Once received, I will include the completed 'part 12' with my application and forward the resolution (*if granted*) to the licensing branch within 90 day, to complete the application process.

If you have any concerns or questions about our intent for his endorsement that the '1 pager' doesn't address, either Robin or myself will be more than happy to discuss them with you. Thank you for your time and effort, we look forward to seeing you at an upcoming event, with either locals performing, or people dancing.

Sincerely;

A handwritten signature in blue ink, appearing to read 'Richard Hill', is written over a large, light-colored scribble or watermark.

Richard Hill, Director  
Music Hall Food Incorporated.

**Box 2308, 18 Roberts St. Ladysmith, B.C. V9G 1B8**  
**(250) 245 'Food', [www.musichall.ca](http://www.musichall.ca)**



## PART 11: Local Government/First Nation Resolutions: (Information for the Applicant)

For the following changes a resolution from your local government or First Nation, commenting on the application is required:

- Part 2(B): Food-primary patron participation entertainment endorsement, and
- Parts 5(A)(ii) and 6(B)(ii): Change to hours of sale

### Licensee responsibilities:

- Fill out appropriate change application sections in this form.
- Request your local government/First Nation to sign and date Part 12 of this form.
- Provide a photocopy of this form to the local government/First Nation and request that a resolution be provided within 90 days and sent directly to the Liquor Control and Licensing Branch, Victoria Head Office.
- Send the original form and application fees to the branch.
- The Liquor Control and Licensing Branch will follow up with the local government/First Nation if a resolution has not been received by the Branch within 90 days of the local government's receipt of your request.

Your local government/First Nation may decide that it does not wish to provide comment on your change request. However, they must still provide a resolution stating this decision and this resolution must be submitted to the Liquor Control and Licensing Branch.

For more information on resolutions regarding B.C. liquor licences, please visit the LCLB website publication index to consult the guide *Role of Local Government and First Nation* at <http://www.pssg.gov.bc.ca/lclb>.

## PART 12: Local Government/First Nation Confirmation of Receipt of Application

This application serves as notice from the Liquor Control and Licensing Branch (LCLB) that an application for one or more of the following changes to a liquor licence has been made within your community:

- Hours of liquor service past midnight for a food primary licence.
- Change to hours of liquor service for a liquor primary, liquor primary club, winery lounge or winery special event endorsement
- Addition of patron participation entertainment endorsement for a food primary licence.

Local government/First Nation (name): Town of Ladysmith

Name of Official: Adams Felicity (last / first / middle) Title/Position: Director of Development Services

Date of receipt of application: 28 August 2015 (Day/Month/Year) Phone Number: 250-245-6405

Signature of Official: Felicity Adams

The Liquor Control and Licensing Branch (LCLB) requests that a resolution commenting on the application be sent to the LCLB Victoria Head Office within 90 days of the above date of receipt.

### To comply with section 53 of the Liquor Control and Licensing Regulation, this resolution must:

- Comment on the following regulatory criteria:
  - the potential for noise if the application is approved;
  - the impact on the community if the application is approved; and
  - whether the amendment may result in the establishment being operated in a manner that is contrary to the primary purpose (provide comments only if the application is from a food-primary licence for an extension of hours of liquor service past midnight or the addition of patron participation entertainment).
- Indicate whether or not the views of residents were gathered, and if not, provide reasons why they were not gathered (residents include residents and business owners).
- If the views of residents were gathered explain:
  - the views of the residents;
  - the method used to gather the views of the residents; and
  - comments and recommendations with respect to the views of residents.
- Provide recommendation as to whether the amendment should be approved.

You must refer to and attach any report presented by an advisory body or sub-committee to the council or board.

If more than 90 days is required to provide a resolution, please contact the branch to make a request to the general manager for an extension. If the local government/First Nation decides not to provide comment, a resolution indicating this decision must be provided to the branch. Please be advised that if the LCLB does not receive a resolution or a request for an extension within 90 days, the general manager is authorized to review the application without a resolution and make a decision about the application.

For more information on resolutions regarding B.C. liquor licences, please visit the LCLB website publication index to consult the guide *Role of Local Government and First Nation* at <http://www.pssg.gov.bc.ca/lclb>.



Letter of Intent for Patron Participation Endorsement:

Pursuant to 'Part 2' of form LCLB005b  
Food Primary Liquor Licence # 306506  
Establishment / Licence Name: Music Hall Food Co.  
Establishment Location: 18 Roberts St. Ladysmith, BC

The Music Hall Food Co. is a small (*max occ. 49*) Food Primary with an existing entertainment endorsement. We would like to add the 'Patron Participation' endorsement for the following reasons.

Being small, local and musically themed, we would like to be able to offer an 'Open Mic' night during mid-week periods in order to maintain the musical theme and be an outlet for local entertainers, reflecting our commitment to supporting the community. We can't afford to have paid talent several times per week, and this would enhance the experience for our customers and probably be good for business, therefore generating more wages and taxes, etc.

Some local folks have a group that likes to have an 'open mic' forum that features poetry, writing and commentary, as well as music, on occasion. They have indicated a desire to hold their events at our establishment, but had to be turned down.

While featuring some of our regular, advertised musical events, there is a good chance that a few people may wish to dance by the stage. We would not want to be non-compliant by allowing dancing without the permit, but it would be bad for our reputation to have to tell people to '*sit down and quit having fun*'.

All in all, our venue is ideal for local and up and coming performers who may not be at the stage of charging for their performances but due to our small size can reach an audience and gain experience in front of their friends, family and neighbours. This could increase our business during mid-week periods and have an overall positive effect on the local economy.

Thank you for considering our request. I am available to address any questions or comments at '[richard@yellowpointlodge.com](mailto:richard@yellowpointlodge.com)' or can be reached at (250) 714 - 5235.

Sincerely;

Richard Hill, Director.  
Music Hall Food Incorporated.