



TOWN OF LADYSMITH

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

TUESDAY, SEPTEMBER 8, 2009
at 7:00 p.m.

A G E N D A

Page

CALL TO ORDER

1. AGENDA APPROVAL

2. EXECUTIVE SESSION (6:00 p.m.)

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

- personal information about an identifiable individual who holds or is being considered for a position as an officer, employee or agent of the municipality or another position appointed by the municipality;
- negotiations and related discussions respecting the proposed provision of a municipal service that are at their preliminary stages and that, in the view of the council, could reasonably be expected to harm the interests of the municipality if they were held in public;
- the receipt of advice that is subject to solicitor-client privilege, including communications necessary for that purpose;
- the acquisition, disposition or expropriation of land or improvements, if the council considers that disclosure could reasonably be expected to harm the interests of the municipality;
- personal information about an identifiable individual who is being considered for a municipal award or honour, or who has offered to provide a gift to the municipality on condition of anonymity;

3. RISE AND REPORT

4. DELEGATIONS

- 4.1 Lynne Brown, Chief Operating Officer, United Way Central and Northern Vancouver Island
Re: 2009 United Way Campaign Kick Off

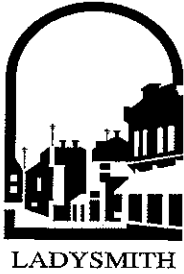
5. PROCLAMATIONS

5.1 Mayor Hutchins has proclaimed :

- September 20 – 26, 2009 as “United Way Week” in the Town of Ladysmith.

6. BYLAWS (OCP / ZONING)	Page
6.1 <u>Official Community Plan Amendment and Rezoning Application – 3360-09-04</u> Official Community Plan Bylaw, 2003, No. 1488, Amendment Bylaw (No. 26), 2009, No. 1694 Area ‘G’ Zoning Bylaw 1180, 1988 Amendment Bylaw (No. 1), 2009, No. 1695 Parcel B, (DD9863W) of Lot 14, District Lot 72, Oyster District, Plan 8793 10930 Westdowne Road (K. Cross)	1 - 8
7. MINUTES	
Adoption of following minutes:	
• August 17, 2009	9 - 10
• August 24, 2009	11 - 12
8. DEVELOPMENT PERMITS / DEVELOPMENT VARIANCE PERMITS	
None	
9. COUNCIL COMMITTEE REPORTS	
9.1 <u>Mayor R. Hutchins</u> CVRD; Trolley Committee; Early Years Partnership	
9.2 <u>Councillor S. Bastian</u> Advisory Planning Commission; Protective Services Committee; Youth Advisory Committee	
9.3 <u>Councillor J. Dashwood</u> Liquid Waste Management Committee	
9.4 <u>Councillor S. Arnett</u> Economic Development Commission; Parks, Recreation & Culture Commission; Chamber of Commerce	
9.5 <u>Councillor D. Paterson</u> Government Services Committee; Parks, Recreation & Culture Commission; Celebrations Committee; Festival of Lights	
9.6 <u>Government Services Committee Recommendations</u>	
9.5.1 Recommendations from the meeting of August 17, 2009	13 - 15
9.7 <u>Councillor L. Evans</u> Heritage Revitalization Advisory Commission; Community Health Advisory Committee; Social Planning Cowichan	
9.8 <u>Councillor B. Whittington</u> Vancouver Island Regional Library Board; Advisory Design Panel; Environment Commission	
10 STAFF / ADVISORY COMMITTEE REPORTS	
10.1 <u>Community Services Centre/Civic Space Rezoning</u> 208 High Street and 217 Buller Street	16 - 26
10.2 <u>New Manufactured Home Park – Next Steps</u>	27 - 28

<p>10.3 <u>Purchase of SCBA Air Packs</u></p> <p>10.4 <u>RCMP – Town Agreement: Proportionate Share of Premises at 320 6th Avenue</u></p> <p>10.5 <u>After Hours Work at the Government Wharf by Gregson Contracting</u></p> <p>10.6 <u>Amphitheatre Repair</u></p> <p>10.7 <u>Fire Chief’s Report – July, 2009</u></p> <p>10.8 <u>Building Inspector’s Report – July, 2009</u></p> <p>11 CORRESPONDENCE</p> <p>11.1 <u>T. Hughes, Coastal Animal Control Services of BC Ltd.</u> Re: July 2009, Pound Report</p> <p> <u>Staff Recommendation:</u> That the July, 2009 Pound Report be received.</p> <p>11.2 <u>J. Masyk, Secretary, Ladysmith Lions Club</u> Re: On a Roll for ALS – Ladysmith - September 21, 2009 at 2:00 p.m. at Aggie Hall</p> <p> <u>Staff Recommendation:</u> That the correspondence be received and that the On a Roll for ALS rollers be authorized to use the Aggie Hall parking lot on September 21, 2009 at 2:00 p.m. for the event and that Council consider if it wishes to appoint a representative from Council to attend the event.</p> <p>12 BYLAWS</p> <p>12.1 <u>Town of Ladysmith Official Community Plan Bylaw, 2003, No. 1488, Amendment Bylaw (No. 23), 2009, No. 1672</u> (Lot 3, Block 1399, Oyster District, Plan VIP75559 Except part in Plan VIP80608) Re: May be adopted.</p> <p>12.2 <u>Town of Ladysmith Zoning Bylaw 1995, No. 1160 Amendment Bylaw (No. 71), 2009, No. 1673</u> (Lot 3, Block 1399, Oyster District, Plan VIP75559 Except part in Plan VIP80608) Re: May be adopted.</p> <p>12.3 <u>Town of Ladysmith Zoning Bylaw 1995, No. 1160 Amendment Bylaw (No. 72), 2008, No. 1684</u> (Lot 6, DL 139, Oyster District, Plan 7217 – 1142 Trans Canada Highway) Re: May be adopted.</p> <p>13 NEW BUSINESS None</p> <p>14 UNFINISHED BUSINESS None</p> <p>15 QUESTION PERIOD</p> <p>ADJOURNMENT</p>	<p>29 – 34</p> <p>35 – 52</p> <p>53 – 54</p> <p>55</p> <p>56</p> <p>57</p> <p>58</p> <p>59</p> <p>60 – 63 & 66 – 69</p> <p>64 – 65 & 66 – 69</p> <p>70 – 73</p>
---	--



Town of Ladysmith
STAFF REPORT

To: Ruth Malli, City Manager
From: Felicity Adams, Manager of Development Services
Date: September 1, 2009
File No: 3360-09-04

Re: OCP AMENDMENT AND REZONING APPLICATION - 10930 WESTDOWNE RD.
Parcel B, (DD9863W) of Lot 14, District Lot 72, Oyster District, Plan 8793

RECOMMENDATION(S):

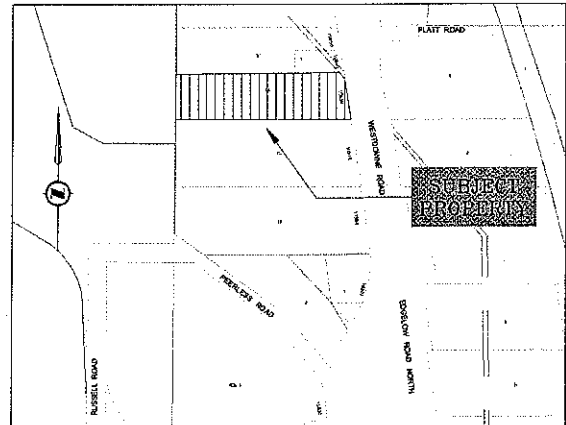
That Council give first and second reading to "Official Community Plan Bylaw, 2003, No. 1488, Amendment Bylaw (No.26), 2009, No. 1694" and "Area 'G' Zoning Bylaw 1180, 1988" Amendment Bylaw (No. 1), 2009, No. 1695"; and set a Public Hearing date of October 5th, 2009.

PURPOSE:

The purpose of this report is to present to Council the proposed Official Community Plan (OCP) and rezoning amending bylaws for 10930 Westdowne Rd. (Ken Cross) and to set the public hearing date.

INTRODUCTION/BACKGROUND:

At its meeting on August 4, 2009 Council directed staff to prepare amending bylaws for OCP and Zoning Bylaw amendment application 3360-09-04.



SCOPE OF WORK:

Currently the Official Community Plan (OCP) and South Ladysmith Area Plan designate the subject property as 'Highway Commercial'. Zoning Bylaw 1180 zones the entire parcel as Service Commercial (C-3).

Summary of Bylaw 1694:

Bylaw 1694 proposes to amend the OCP and South Ladysmith Area Plan to:

- Designate the rear 1.3 hectares (3.3 acres) as 'Residential'.

Summary of Bylaw 1695:

Bylaw 1695 proposes to amend Zoning Bylaw 1180 to:

- Rezone the rear 1.3 hectares (3.3 acres) to 'Two Family Suburban Residential (R-2A)'.

ALTERNATIVES:

That Council not give first and second reading to Bylaw 1694 and Bylaw 1695.

FINANCIAL IMPLICATIONS: n/a

LEGAL IMPLICATIONS:

The *Local Government Act* specifies that a Public Hearing is required for a rezoning of this nature and specifies the notification requirements.

The subject property falls within 800 metres of an intersection of a controlled access highway thus the amending zoning bylaw must be approved by the Minister pursuant to the provisions of the *Transportation Act*.

CITIZEN/PUBLIC RELATIONS IMPLICATIONS:

The application will be referred to the Advisory Planning Committee on September 9, 2009.

INTERDEPARTMENTAL INVOLVEMENT/IMPLICATIONS:

The Director of Public Works has no concerns regarding the proposal.

RESOURCE IMPLICATIONS:

Processing rezoning applications is a core function of the Development Services Department. Processing this application is within available staff resources.

ALIGNMENT WITH STRATEGIC PRIORITIES:

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

SUMMARY:

Staff have prepared Bylaw 1694 and Bylaw 1695 to facilitate an application to rezone the rear 1.3 hectare portion of 10930 Westdowne Rd. It is recommended to give first and second reading to the bylaws and set a public hearing date.

I concur with the recommendation.



Ruth Malli, City Manager

ATTACHMENTS:

Bylaw 1694 and Bylaw 1695

TOWN OF LADYSMITH

BYLAW NO. 1694

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) Schedule "A" – "Town of Ladysmith Community Plan" is amended as follows:
 - (a) Map 1 "Land Use" is amended by placing the 'Residential' land use designation on a 1.3 hectare rear portion of the subject property Parcel B (DD9863W) of Lot 14, District Lot 72, Oyster District, Plan 8793 – 10930 Westdowne Rd. as shown on Schedule 1, which is attached to and forms part of this Bylaw.
 - (b) Map 2 "Development Permit Areas" is amended by removing 'DPA 3 – Commercial' from a 1.3 hectare rear portion of the subject property Parcel B (DD9863W) of Lot 14, District Lot 72, Oyster District, Plan 8793 – 10930 Westdowne Rd., as shown on Schedule 2 which is attached to and forms part of this Bylaw.
- (2) Schedule "D" – "South Ladysmith Area Plan" is amended as follows:
 - (a) Map 2 "Land Use & Transportation Plan" is amended by placing the 'Residential' land use designation on a 1.3 hectare rear portion of the subject property Parcel B (DD9863W) of Lot 14, District Lot 72, Oyster District, Plan 8793 – 10930 Westdowne Rd. as shown on Schedule 1 which is attached to and forms part of this Bylaw.

CITATION

- (3) This bylaw may be cited for all purposes as "Official Community Plan Bylaw, 2003, No. 1488, Amendment Bylaw (No.26), 2009, No. 1694".

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*

READ A THIRD TIME

on the day of

on the day of

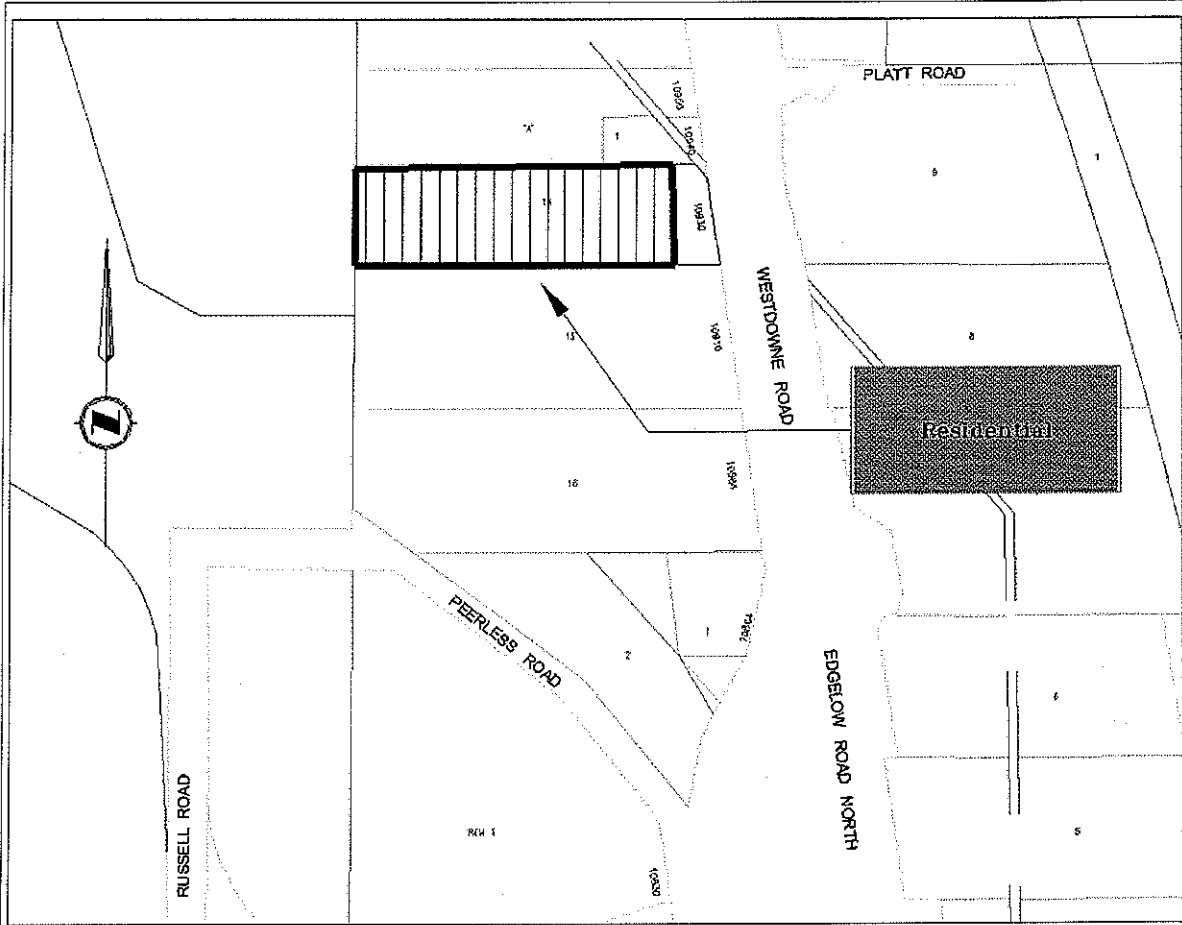
ADOPTED

on the day of

Mayor (R. Hutchins)

Corporate Officer (S. Bowden)

Bylaw 1694 - Schedule 1



Bylaw 1694 – Schedule 2



TOWN OF LADYSMITH

BYLAW NO. 1695

A bylaw to amend "Area "G" Zoning Bylaw 1180, 1988"

WHEREAS by supplementary letters patent issued June 21, 2002 (the "Supplementary Letters Patent"), the boundaries of the Town of Ladysmith were extended to include certain areas formerly within Electoral Area "G" of the Cowichan Valley Regional District (the "Regional District");

AND WHEREAS pursuant to the Supplementary Letters Patent and the provisions of the *Local Government Act* the Regional District's Electoral Area "G" Zoning Bylaw 1180, 1988 continues to apply to those areas, and may be amended with respect to those areas, as if it had been enacted by the Municipal Council;

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 "Area "G" Zoning Bylaw 1180, 1988";

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

- (1) The zoning map, being 'Schedule B' to "Area "G" Zoning Bylaw 1180, 1988", is hereby amended by placing the "R-2(A) Zone – Two Family Suburban Residential" on a 1.3 hectare rear portion of Parcel B, (DD9863W) of Lot 14, District Lot 72, Oyster District, Plan 8793 as shown on Schedule 1 to this Bylaw.

CITATION

- (2) This bylaw may be cited for all purposes as "Area "G" Zoning Bylaw 1180, 1988" Amendment Bylaw (No. 1), 2009, No. 1695".

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 _____

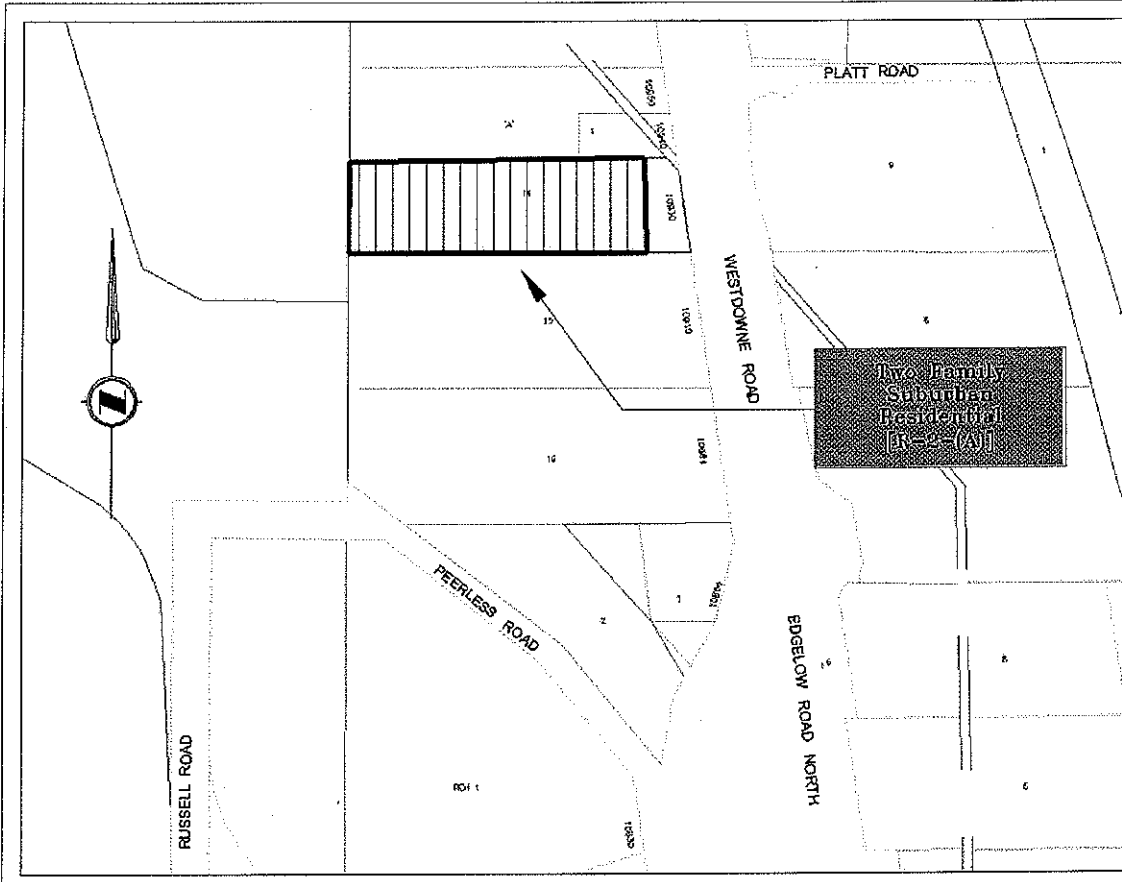
APPROVED by the Minister pursuant to the provisions of the *Transportation Act*

on the _____ day of _____

ADOPTED on the _____ day of _____

Mayor (R. Hutchins)

BYLAW No. 1695 – SCHEDULE 1





Town of Ladysmith

Minutes of a meeting of Council of the Town of Ladysmith held in Council Chambers at City Hall on Monday, August 17, 2009 at 7:00 p.m.

COUNCIL MEMBERS PRESENT:

Mayor Rob Hutchins
Lori Evans
Bruce Whittington

Jillian Dashwood
Duck Paterson

COUNCIL MEMBERS ABSENT:

Steve Arnett
Scott Bastian

STAFF PRESENT:

Patrick Durban
Felicity Adams

Sandy Bowden
Rebecca Kalina

Mayor Hutchins called the meeting to order at 7:00 p.m.

AGENDA APPROVAL

The Mayor requested Council's consideration of the following additions to the agenda:
- 10.1 - Government Services Committee Recommendation from August 17, 2009 Meeting
- Executive Session of Council - Item 1: 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

2009-453: It was moved, seconded and carried that the agenda for the Regular Council meeting for Monday, August 17, 2009 be approved as amended.

MINUTES

2009-454: It was moved, seconded and carried that the Council minutes of August 4, 2009 be approved as circulated

DEVELOPMENT PERMITS / DEVELOPMENT VARIANCE PERMITS

DEVELOPMENT VARIANCE PERMIT APPLICATION 3090-09-04

2009-455: It was moved, seconded and carried that staff be directed to include the residents of North and South Battie Drive in the notification for Development Variance Permit Application 3090-09-04 for Lot 21, District Lot 52, Oyster District, Plan VIP86055 (440 Thetis Drive).

OPPOSED VOTE - Councillor D. Paterson

2009-456: It was moved and seconded that Development Variance Permit Application 3090-09-04 not be approved for Plan VIP86055 (440 Thetis Drive).

MOTION DEFEATED

OPPOSED VOTES: Councillor B. Whittington, Councillor J. Dashwood and Mayor R. Hutchins.

2009-457; It was moved, seconded and carried that staff be directed to undertake statutory notice for Development Variance Permit 3090-09-04 Lot 21, DL 52, Oyster District, Plan VIP 86055 (440 Thetis Drive) to permit a terraced dwelling and to vary the dwelling average height from 7.5 m to 10.78m for a flat roof.

OPPOSED VOTE- Councillor D. Paterson

REPORTS

PERMIT TO OPERATE A WATER SYSTEM

2009-458: It was moved, seconded and carried that staff be directed to install a new turbidity meter at the south end chlorination station for an amount not to exceed \$10,000 to be allocated from the Water Utility Reserve, and that the Financial Plan be amended accordingly.

COMMUNITY ENERGY SYSTEM

2009-459: It was moved, seconded and carried that the Town of Ladysmith enter into a Memorandum of Understanding with Terasen Energy Services Incorporated to investigate the creation of a Community Energy System for Town facilities on Sixth Avenue.

Manager of Development Services, F. Adams, vacated Council Chambers at 8:02 p.m.

GRANTS IN AID 2009

2009-460: It was moved, seconded and carried unanimously that an additional Grant In Aid for 2009 be granted to the Ladysmith and District Historical Society for \$3,500 and a Grant In Aid for 2009 be granted to the Ladysmith Resource Centre Association in the amount of \$11,500 for the Youth at Risk Program.

BYLAWS

BYLAW 1680

2009-461: It was moved, seconded and carried that Town of Ladysmith Fees and Charges Bylaw 2008, No. 1644 Amendment Bylaw, 2009, No. 1680 be adopted.

NEW BUSINESS

Councillor D. Paterson vacated Council Chambers at 8:12 p.m. due to a potential conflict of interest with the following item.

GOVERNMENT SERVICES COMMITTEE RECOMMENDATION

2009-462: It was moved, seconded and carried that the expenditure of \$7,000 be authorized for costs associated with the installation of the Ladysmith Kinsmen Club washroom facility/gazebo to be located at the head of the Holland Creek Trail with \$3,500 to be allocated from the Sewer Utility fund and \$3,500 to be allocated from the Water Utility fund; and that the Financial Plan be amended accordingly.

Councillor D. Paterson returned to Council Chambers at 8:14 p.m.

EXECUTIVE SESSION

2009-463: It was moved, seconded and carried that this meeting retire into Executive Session (8:15 p.m.) pursuant to Section 90(1) of the Community Charter to consider the following item:

- 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;

ARISE AND REPORT

2009-464: It was moved, seconded and carried that the Executive Session of Council rise with report. (8:45 p.m.)

2009-465: It was moved, seconded and carried that staff be directed to proceed as required to stop up and close the east end of the alley that runs between the buildings located at 330 and 320 First Avenue; and to move the existing parking stalls on First Avenue to the new closed off area; and to establish a trolley stop on First Avenue in front of the Ladysmith and District Credit Union.

ADJOURNMENT

2009-466: It was moved, seconded and carried that the meeting be adjourned at 8:45 p.m.

CERTIFIED CORRECT:

Mayor (R. Hutchins)

Corporate Officer (S. Bowden)



Town of Ladysmith

Minutes of the Special Meeting of Council of the Town of Ladysmith held in Council Chambers at City Hall on Monday, August 24, 2009 at 5:00 p.m.

COUNCIL MEMBERS PRESENT:

Mayor Rob Hutchins
Scott Bastian
Bruce Whittington

Steve Arnett
Jillian Dashwood
Duck Paterson

COUNCIL MEMBERS ABSENT:

Lori Evans

STAFF PRESENT:

Patrick Durban
Rebecca Kalina

Joe Friesenhan

Mayor Hutchins called the meeting to order at 5:00 p.m.

AGENDA APPROVAL

The Mayor requested Council's consideration of adding updates on the following issues to the agenda:

- Holland Creek Salmon Habitat Improvements
- September 14th Filming of Movie in Ladysmith
- Donation of Totem by Francis Harris

2009-467: It was moved, seconded and carried that the agenda for the Special Council meeting for Monday, August 24, 2009 be approved as amended.

REPORTS

FUNDING FOR TROLLEY STOP ADJACENT TO LADYSMITH AND DISTRICT CREDIT UNION

2009-468: It was moved, seconded and carried that Staff be requested to retain David Stalker Excavating Ltd. to excavate, level and repave the area where the laneway intersects First Avenue beside the Ladysmith and District Credit Union, and that the lane be permanently closed to all traffic with the work to be carried out on an hourly basis under the supervision of the Director of Public Works, with the funds to be allocated from the New Deal Gas Tax Fund, and that the Financial Plan be amended accordingly.

NEW BUSINESS

HOLLAND CREEK SALMON PROJECT

The Mayor advised that the work being done in Holland Creek is part of the Salmon Enhancement Project by the Ladysmith Sportsmen's Club. This work is being overseen by the Department of Fishers and Oceans (DFO) in accordance with federal regulations. The excavator being used for the work is fuelled by vegetable oil which is also used in its hydraulic system. This work will create new spawning beds and side channels.

FILM PROJECT IN LADYSMITH

The Mayor advised that a production company has approached the Town to film a movie in Ladysmith for one day. They have requested a street closure for First Avenue and possibly Gatacre Street on September 14, 2009. The production company has distributed letters to merchants in the area regarding the upcoming filming project. Staff will work with the company on the requested street closure.

The Mayor noted that Francis Harris of the Stz'uminus First Nation has provided a seven foot whale totem as a gift to the community which will be located in the Tourism Information Centre. The Mayor thanked Mr. Harris for his generous gift to the Town.

ADJOURNMENT

2009-469: It was moved, seconded and carried that the meeting be adjourned at 5:12 p.m.

CERTIFIED CORRECT:

Mayor (R. Hutchins)

Corporate Officer (S. Bowden)

Town of Ladysmith

COMMITTEE REPORT



LADYSMITH

To: Mayor and Council
From: The Chair, Duck Paterson
Date: August 20, 2009
File No: 0550-20

Re: GOVERNMENT SERVICES COMMITTEE - August 17, 2009

At its meeting on August 17, 2009 the Government Services Committee recommended to Council the following:

- 1) That support in principle be given to the Rotary Club's offer to pay for the installation of a Globe Solar Energy Inc. solar collector GSE ISP-195 hot water heater at City Hall; and that staff be requested to review and report to Council on the proposal to install the GSE ISP-195 hot water heater at City Hall.
- 2) That Council support the Building and Safety Branch proposals to include high-efficiency toilets in new construction and solar hot water ready construction for new single family houses in the BC Building Code.
- 3) That the Public Works Department be directed to remove any obstacles in the drainage ditch along Methuen Avenue that cause pooling; and that the Director of Public Works provide a report for the 2010 budget deliberations outlining a phased approach for enclosing the drainage ditch behind Methuen Ave from Third Avenue to First Avenue.
- 4) That the minutes of the Government Services Committee meeting held on August 17, 2009 be approved as circulated.



Town of Ladysmith

GOVERNMENT SERVICES COMMITTEE

Minutes of a meeting of the Government Services Committee held in Council Chambers at City Hall
on Monday, August 17, 2009 at 5:30 p.m.

COUNCIL MEMBERS PRESENT:

Duck Paterson
Lori Evans
Bruce Whittington

Jillian Dashwood
Mayor Rob Hutchins

COUNCIL MEMBERS ABSENT:

Steve Arnett
Scott Bastian

STAFF PRESENT:

Patrick Durban
Joe Friesenhan

Sandy Bowden
Rebecca Kalina

The Chair, Councillor Duck Paterson, called the meeting to order at 5:30 p.m.

AGENDA APPROVAL

The Chair requested the Committee's consideration of the following additions to the agenda:

- 3.3 Trolley Arrival Video by Jim Cameron
- 8.1 Kinsmen Club Request for Sewer and Water Connection for Public Washroom facility/Gazebo at the head of the Holland Creek Trail

2009-097: It was moved, seconded and carried that the agenda for the Government Services Committee meeting of Monday, August 17, 2009 be approved as amended.

DELEGATIONS

TRAIL OF THE WHISPERING GIANTS

Barbara Fysh, a resident of Ladysmith, presented an invitation to the Committee for the Town to host sculptor Peter Toth to carve a statue for Ladysmith as part of his "Trail of the Whispering Giants" series of sculptures. Ms. Fysh provided a review of the work that Mr. Toth has done and outlined expectations of the community if he is invited to do a sculpture in Ladysmith. The Chair, Councillor D. Paterson, thanked Ms. Fysh for her presentation and stated that her request would be reviewed at a future Government Services Committee meeting and will also be discussed at the next joint Council meeting of the Town of Ladysmith and the Stz'uminus First Nation.

SOLAR HOT WATER HEATER

David Walbank, Past President Ladysmith Rotary Club; Mary Mulrooney, President Ladysmith Rotary Club and Philip Smith, JB Solar presented an offer to donate a Globe Solar Energy Inc. Solar collector GSE ISP-195 hot water heater for City Hall. The installation costs may be donated by the Rotary Club. The Chair, Councillor D. Paterson, thanked Ms. Mulrooney, Mr. Walbank and Mr. Smith for their presentation.

2009-098: It was moved, seconded and carried that it be recommended to Council that support in principle be given to the Rotary Club's offer to pay for the installation of a Globe Solar Energy Inc. solar collector GSE ISP-195 hot water heater at City Hall; and that staff be requested to review and report to Council on the proposal to install the GSE ISP-195 hot water heater at City Hall.

TROLLEY ARRIVAL VIDEO - JIM CAMERON

Staff member Jim Cameron presented a video that he created of the Trolley's arrival in Ladysmith. The Chair thanked Mr. Cameron for his excellent video regarding the trolley.

REPORTS

BUILDING CODE UPDATE

2009-099: It was moved, seconded and carried that the Government Services Committee recommend to Council to support the Building and Safety Branch proposals to include high-efficiency toilets in new construction and solar hot water ready construction for new single family houses in the BC Building Code.

CORRESPONDENCE

DRAINAGE DITCH - METHUEN AVENUE

2009-100: It was moved, seconded and carried that the Government Services Committee recommend to Council that the Public Works Department be directed to remove any obstacles in the drainage ditch along Methuen Avenue that cause pooling; and that the Director of Public Works provide a report for the 2010 budget deliberations outlining a phased approach for enclosing the drainage ditch behind Methuen Ave from Third Avenue to First Avenue.

NEW BUSINESS

Councillor D. Paterson vacated Council Chambers at 6:33 p.m. due to a potential conflict of interest regarding the following item. Mayor Hutchins assumed the Chair of the meeting for the following item.

KINSMEN CLUB REQUEST FOR SEWER AND WATER TO WASHROOM/GAZEBO AT THE HEAD OF HOLLAND CREEK TRAIL

2009-101: It was moved, seconded and carried that it be recommended to Council that they authorize the expenditure of \$7,000 for costs associated with the installation of the Ladysmith Kinsmen Club washroom facility/gazebo to be located at the head of the Holland Creek Trail with \$3,500 to be allocated form the Sewer Utility fund and \$3,500 to be allocated from the Water Utility fund; and that the Financial Plan be amended accordingly.

Councillor D. Paterson returned to Council Chambers at 6:34 p.m. and resumed his position as Chair of the meeting.

ADJOURNMENT

2009-102: That the meeting be adjourned at 6:34 p.m.

CERTIFIED CORRECT:

Chair (Councillor D. Paterson)

Corporate Officer (S. Bowden)



Town of Ladysmith
STAFF REPORT

To: Ruth Malli, City Manager
From: Felicity Adams, Manager of Development Services
Date: August 31, 2009
File No: 3360-09-06

Re: COMMUNITY SERVICES CENTRE/CIVIC SPACE REZONING
(208 HIGH STREET and 217 BULLER STREET)

RECOMMENDATION(S):

1. That Council directs staff to:
 - a) Prepare bylaws to amend the Official Community Plan and Zoning Bylaw to permit the community services centre/civic space at 208 High Street and 217 Buller Street, including a general regulation to permit 'park and open space' as a permitted use in all zones, and
 - b) Request a view study analysis for the community services centre by the consulting architect.

2. That pursuant to S. 879 of the *Local Government Act*, Council resolves that consultation for Official Community Plan and Zoning Bylaw amendment application 3360-09-06 shall include early discussion at the Global commissions meeting, referral to the Advisory Planning Commission and the holding of a public information meeting prior to the public hearing on the bylaws.

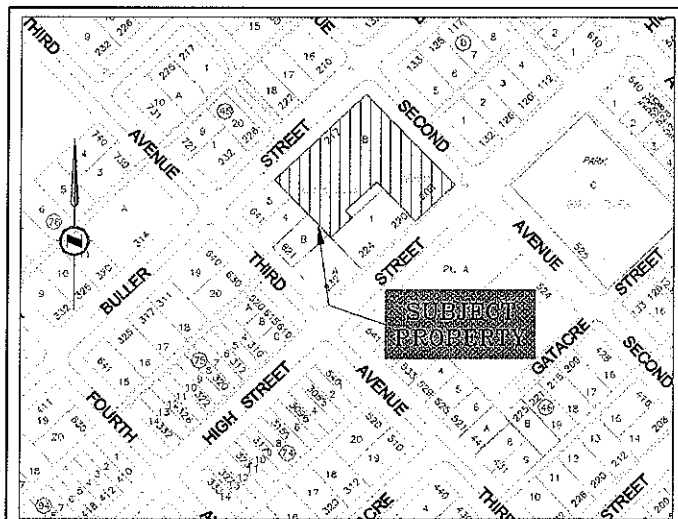
3. That Council request staff to include the Advisory Design Panel in the architectural design process for the community services centre/civic space project.

PURPOSE:

The purpose of this report is to seek direction from Council about the zoning for the community services centre/civic space proposed for the Town-owned property located at Second Avenue between High Street and Buller Street.

INTRODUCTION/BACKGROUND:

The Town is working with the Ladysmith Resources Centre and the Boys and Girls Club to develop a community services centre at Second Avenue between High Street and Buller Street. The concept involves the development of a two-storey building to accommodate offices, program



areas and daycare spaces. As well, the Town's "Spirit Square" is proposed to be incorporated into the development at Second Avenue and High Street.

An architect has been working with the Town and the agencies and has prepared a report providing key parameters for the project. This report is attached. The development site includes the tennis courts, gravel parking and vacant land. The existing playground and senior's centre are not part of the rezoning.

The subject property is located within a mixed use neighbourhood, including single family and multi-family residential, office and institutional use.

SCOPE OF WORK:

The proposed project will require an amendment to the Official Community Plan and Zoning Bylaw.

OCP Amendment

The OCP amendment would re-designate the subject property from Multi-family Residential to Institutional. Institutional projects are not subject to development permits; however, the design of the project, including green features and amenities, will be of interest to the Town and its Advisory Design Panel.

Zoning Bylaw Amendment

The Zoning Bylaw amendment would rezone the lands to permit the proposed uses, within the Institutional Zone (P-1). Some specific amendments may be required to accommodate the range of anticipated uses, such as amending the definition of "public assembly use" to include associated offices and activities such as an outdoor market, and permitted park and open space use.

The P-1 zone permits a maximum 12 metre building height; a two-storey building is proposed. A view study analysis is recommended.

The proposed uses (including the seniors' centre and food bank) require 64 parking spaces (including 2 spaces for persons with disabilities). Fifty-three spaces are proposed on-site and an additional 43 spaces are proposed to be created on Second Avenue. Hard surface and landscaping is required for the parking area.

It is also recommended that "park and open space" be added to the Zoning Bylaw as a use permitted in any zone.

ALTERNATIVES:

That Council provide additional direction regarding land use policy and regulation for the High Street property.

FINANCIAL IMPLICATIONS:

The project is subject to senior government grant funding.

LEGAL IMPLICATIONS:

As this application proposes to amend the OCP, Council must:

1. Consider whether consultation on the OCP amendment should be early and on-going, and

2. Specifically consider whether consultation is required with:
- (i) the boards of the CVRD and the RDN
 - (ii) the council of a municipality adjacent to Ladysmith
 - (iii) First Nations
 - (iv) the school district, great boards or improvement district boards, and
 - (v) the provincial or federal government and their agencies.

It is standard practice for Council to refer rezoning proposals to the Advisory Planning Commission. Other specified agencies do not have a direct interest in the application, and the location of the proposed project has been supported by funding agencies, so further referral is not recommended.

In addition to the OCP consultation, a public hearing will be required to be held if the application proceeds.

CITIZEN/PUBLIC RELATIONS IMPLICATIONS:

The project was presented to the Global commissions meeting in June 2009. A public information meeting prior to the public hearing is recommended.

INTERDEPARTMENTAL INVOLVEMENT/IMPLICATIONS:

The City Manager is leading the Civic Space project for the Town. Development Services staff would process the rezoning application.

RESOURCE IMPLICATIONS:

This project is a Council priority. Processing this application is within available staff resources.

ALIGNMENT WITH STRATEGIC PRIORITIES:

The creation of a "new civic space" is one of Council's 25 strategic priorities.

SUMMARY:

A community services centre/civic space is proposed for the Town-owned property located at Second Avenue between High Street and Buller Street. This report provides information regarding the zoning of the property and the rezoning process.

I concur with the recommendation.



Ruth Malli, City Manager

ATTACHMENTS:

- "Community Services Building/Civic Square Parameters" by Process Four dated June 2009

COMMUNITY SERVICES BUILDING/CIVIC SQUARE

Parameters

June 2009

Key parameters to guide planning, design, and operation for a development consolidating and integrating Community Service facilities and a Civic Square in Ladysmith.

Prepared by Process Four
216- 131 Water Street
Vancouver, BC
V6B 4M3

604.687.7747

SUMMARY

The purpose of this document is to outline the parameters within which the Ladysmith Community Services Building, Civic Square, and associated facilities are being developed.

CONSOLIDATION AND SYNERGY

There will be tremendous benefits arising from bringing together the facilities and services of:

Ladysmith Resources Centre; the
Boys and Girls Club, and a
Civic Square.

In addition to the above elements, the proposed development is also anticipated to involve the renovation of an existing building to accommodate:

Ladysmith Seniors Centre; and the
Food Bank (currently operated by the LRC).

Co-location will not only offer more convenient access for residents, but will foster opportunities for collaboration and more effective service delivery. The Civic Square is a unifying element, both physically and conceptually, as it will not only serve as a way to move from one part of the site to another, but will also be the setting for many of the Town's major celebrations.

Ladysmith Resources Centre (LRC)

The Ladysmith Resources Centre Association is a non-profit association mandated to maximize cooperation among service and funding agencies while minimizing the duplication of services. As an integral part of the Ladysmith community, it is central, local, readily identified and easily accessed. The LRC continues to grow as new programs are added as requested and needs identified.

The LRC is poorly accommodated in facilities that it has long since outgrown, which have been developed in a 'piecemeal' fashion, and which are now compromising its ability to meet the needs of its community. The proposed development will provide immediate relief for staff and service agencies, who struggle to provide necessary services in their current settings.

The Food Bank is currently operated by the LRC, and is identified as a separate element in this document, as there is uncertainty regarding its accommodation on this site.

Boys and Girls Club (B&G)

The Boys and Girls Club of Central Vancouver Island (BGCCVI) serves communities in Lantzville, Forest Park, Nanaimo, Chase River, Ladysmith, Chemainus and Duncan. BGCCVI is dedicated to providing a safe, supportive place where children and youth can experience new opportunities, overcome barriers, build positive relationships, and develop confidence and skills for life.

B&G services in Ladysmith presently comprise 45 'Out of School Care' places, which are being delivered through makeshift facilities that demonstrate the resourcefulness and dedication of its staff. The proposed development will not only mitigate current shortfalls, but will provide for the addition of much needed *affordable* Day Care capacity in Ladysmith.

Ladysmith Seniors Centre (LSC)

The Ladysmith Senior's Centre is significantly under-accommodated in comparison to other facilities in the region. The organization continues to struggle with a 'catch 22' situation, whereby inadequate facilities will not allow them to improve programming, which in turn, compromises their ability to attract new membership. The proposed renovation of their existing building will increase the size and quality of available space, creating opportunities for more effectively meeting resident needs within the community.

Civic Square

Ladysmith has successfully 'branded' itself as a town with strong heritage preservation and cultural values. Despite its successes, the Town lacks a central, iconic gathering space to accommodate plenary and celebratory events. The proposed development not only provides this 'missing venue', but will serve as an ongoing local destination for residents arriving by foot or by vehicle.

By integrating the development of the Civic Square with the other elements on the site, the Civic Square will serve to visually and physically link facilities and activities. People moving from one part of the site to another, or those who simply wish to spend time to enjoy the spectacular views, will make good use of this legacy.

LOCATION

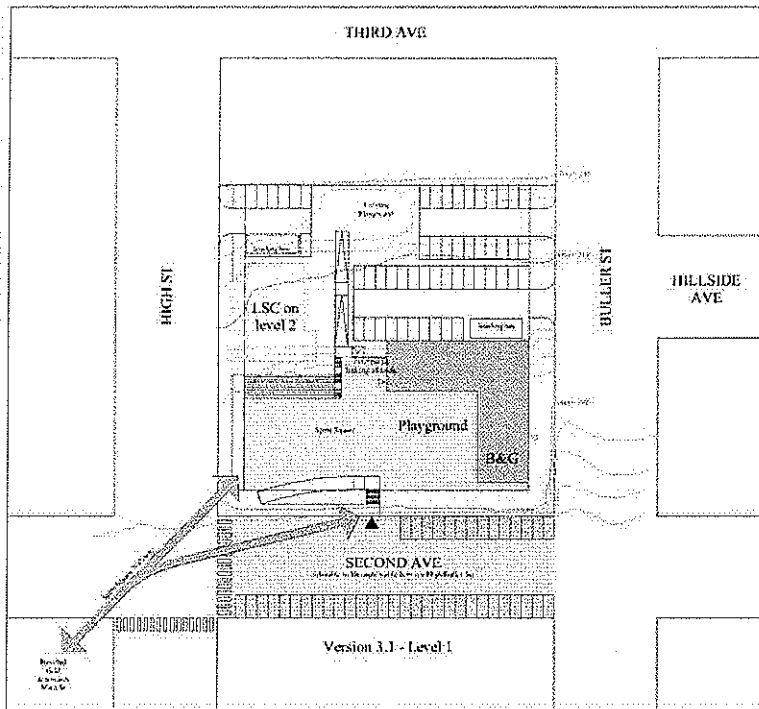
The proposed development is located on a site bounded by High Street, Second Avenue, and Buller Street, as well as a row of properties which front onto Third Avenue. The site currently accommodates tennis courts, an existing building (to be retained), a small playground, and parking. The site is centrally located within Ladysmith, within easy walking distance from First Avenue, which comprises the main business frontage in Ladysmith. The site slopes towards the water, and is presently graded to form three benches starting at Second Avenue. Each bench is approximately one storey above the other. Due to its slope and height, views from the site are panoramic, spanning an arc including southern views of the Gulf Islands towards Nanaimo to the North.

SPACE AND BUDGET PARAMETERS

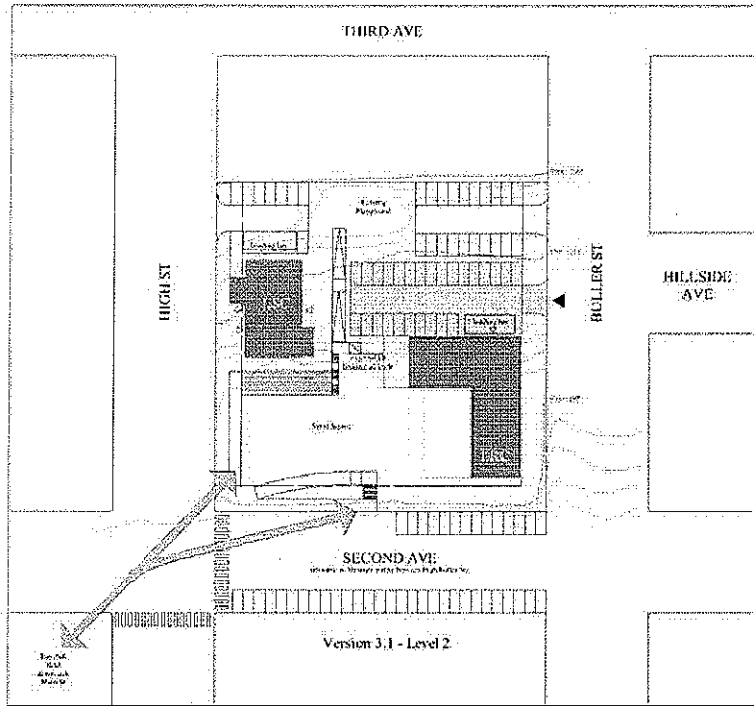
	LRC	Food Bank	B&G	LSC
Building Gross Sq Ft	6,450	2,685	7,275	3,660
Parking Stalls (By-law)	20	9	23	12
Construction Budget, Bldg	\$1.13m	\$0.10 m	\$1.27 m	\$0.69 m
Construction Budget, Total	\$1.20 m	\$0.16 m	\$1.31 m	\$0.76 m
Project Budget	\$1.50 m	\$0.20 m	\$1.64 m	\$0.95 m
Balance to be Financed	\$0.70 m	\$0.20 m	\$1.17 m	\$0.90 m
Area Allocations for Mid- to Long-term consideration				
Building Gross Sq Ft- Mid-term	7,300	3,000	8,200	5,000
Building Gross Sq Ft- Long-term	8,200	3,400	9,200	7,100

PROPOSED DEVELOPMENT

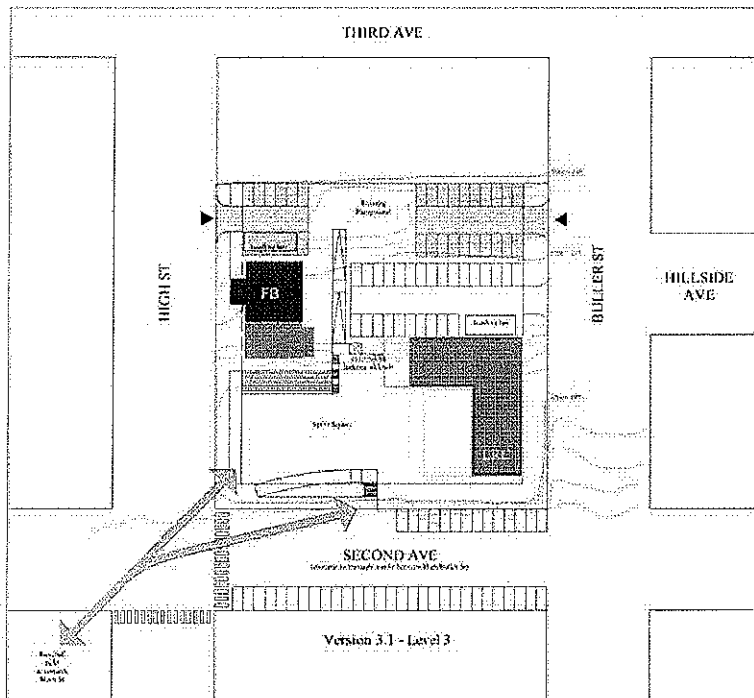
The following diagrams illustrate the development concept for the site. Level 1 occupies the first of three 'benches' comprising the site, and includes the Civic Square, the B&G in the new Community Services Building, a playground for the B&G, and the entry level for a two or three stop elevator. The majority of pedestrian access is anticipated to be at the corner of High Street and Second Avenue, which is situated diagonally from a park. It is also anticipated that Second Avenue will be partially closed to traffic to allow more parking capacity in the area.



Level 2 is anticipated to be at the approximate elevation of the second bench on the site, and includes the LRC in the new Community Services Building, the LSC on the main level of an existing building, a second elevator stop, as well as additional elements of the Civic Square.



Level 3 is established to be at the highest bench, and is anticipated to accommodate the Food Bank above LSC in the existing building. There is also an existing playground which will be retained.



SITE DEVELOPMENT PARAMETERS

The following information comprises more detailed information about the project. This portion of the document outlines the parameters, or 'boundaries' within which the overall project will be developed. Information is grouped in terms of:

- Organisational Concepts;
- Civic Square Scope;
- Site Elements- Location and General Description;
- Building Elements- Organisation;
- Demand and Resource Impacts; and
- Facility Parameters.

ORGANISATIONAL CONCEPTS

The following points describe key principles behind the diagrams in the Summary portion to this document. They define how the site will be developed, with nominal *assumptions* about where elements will be located

- 1) Retain and re-use the existing building at 220/224 High Street.
- 2) Assign the lower level for Seniors Centre use (Site Level 2). This allows LSC occupancy and use whilst staging renovation of existing facilities.
- 3) Consider the use of the upper level (Site Level 3) of the existing building by the Food Bank. In the meantime, the LRC will seek other sites/locations for the Food Bank.
- 4) Assume Civic Square elements include a 2- or 3-stop elevator to provide wheelchair access to all levels. This is subject to capacity in budget as well as agreement between the Town and Province.
- 5) The new Community Services Building is shown, for illustrative purposes, to be along the Buller Street side of the site, but final decisions will be made in consideration of design solutions.
- 6) Nominal building depth is shown as 40 feet for illustrative purposes, but final decisions will be made in consideration of design solutions.
- 7) Assume LRC and B&G are accommodated in a single building, with area allocations as outlined later in this document.
- 8) Assume LRC will be located on Site Level 2 and the B&G on Site Level 1.
- 9) Close Second Avenue to 'through' traffic, and incorporate parking and elements of the Civic Square and 'Civic Square Walkway'. Consider retaining the ability to enter/exit this portion of the development at both High Street and Buller Streets.

CIVIC SQUARE SCOPE

There are a tremendous number of opportunities for utilizing the Civic Square as a unifying element, as well as one that can maximize interconnections among other site elements. The following list, identifying what is included in the intended scope of development, has been extracted from the agreement for that project:

- Landscaping including natural species vegetation;
- Pedestrian pathways;
- Lighting;
- A public event space;
- Removable staging;
- Public Art;
- Seating;
- Improved accessibility;
- Historical displays;
- Site furniture; and
- Other features as agreed by the parties.

SITE ELEMENTS- LOCATION AND GENERAL DESCRIPTION

There were a number of versions developed in exploring ways to organize elements on the site. The illustrations included in this document are intended to illustrate key concepts, rather than represent a final 'design' for the site.

This version assumes the location of both LRC and B&G on the Buller Street side of the site. As illustrated, it also assumes a 40 foot building depth, but the site is equally capable of accommodating a 50 foot building depth. Penetration of natural light, as well as dimensional constraints for individual spaces will determine actual allocations.

The orientation of the L-shape as shown can be reversed with little or no impact on site parameters, but has an impact on opportunities for interaction between the B&G playground and Civic Square activities.

This version allows for the potential for LRC to be developed on one level, as the topography allows for a portion to be developed on the Site Level 2 bench. This can be accomplished by extending the 'extrusion' further towards Third Avenue or towards High Street.

An earlier version of development on the Buller Street side assumed B&G on Site Level 2, with LRC on Site Level 1. In this scenario, the location of the outdoor play area is assumed to be on the Site Level 2 bench, which then displaces much of the parking at this level. Vehicle access to the LSC can still be achieved via Site Level 3 or by a driveway bypassing the existing outdoor play space.

ACCESS POINTS

LSC- from upper parking lot on High Street (Site Level 3), and potential access via new parking lot off Buller Street at the same elevation.

FB- from High Street, or via parking at Site Level 2 off Buller Street.

LRC- from Buller Street, but elevations may not permit grade level access from location shown (may need to move towards Third Avenue). Also via parking at Site Level 2 off Buller Street.

B&G- from Buller Street, but elevations may not permit grade level access from location shown (may need to move towards Second Avenue). Also via the Civic Square from the High Street side of the site.

Civic Square- via 'street walkway' along Second from High Street, as well as via Buller.

DIMENSIONAL PARAMETERS

LSC & FB- will be accommodated within the existing building envelope, which is 42 to 44 feet wide by 78 feet long.

Civic Square- the desire to accommodate some 200 to 300 people in a large gathering establishes the need to provide some 10,000 to 14,000 square feet of area with nominal 2:1 or 3:2 proportions, or 70 to 100 feet of depth.

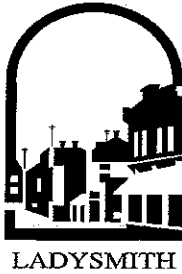
BUILDING ELEMENTS- ORGANISATION

LSC & FB- as internal spaces will be organised within the existing building envelope, they have a minimal impact on site parameters, other than access points.

LRC- meeting spaces are grouped in four locations, with office-type and support space distributed among the groups.

B&G- activity spaces are oriented towards the inside of the L-shape, which overlook the playground. Main entry point is from the outside apex of the L-shape, which may require access to activity spaces through support space.

Civic Square- there are few restrictions on the organisation of Civic Square elements, aside from the need for continuity in moving from element to element. The location and orientation of an elevator must respond to overall accessibility considerations. The provision for a 'Civic Square Walkway' establishes a connection to the open area at the perimeter of the baseball diamond to the South of the site.



Town of Ladysmith
STAFF REPORT

To: Ruth Malli, City Manager
From: Felicity Adams, Manager of Development Services
Date: September 2, 2009
File No: 3360-09-05

Re: NEW MANUFACTURED HOME PARK – NEXT STEPS

RECOMMENDATION(S):

1. That Council request staff to have the following documentation prepared:
 - Restrictive covenant to provide for (a) priority allocation and occupancy to the residents of the Ivy Green Mobile Home Park, as of the date of the eviction notice, to relocate to the new manufactured home park; (b) at a monthly rental rate not to exceed \$365 in 2010 for Ivy Green residents; (c) for an on-going rental term (life tenancy) for Ivy Green residents; and (d) no subdivision of the manufactured home park, and
 - Release of covenants and charges currently on the title of Town-owned Lot 1, DL108, Plan VIP73133 to facilitate the sports field and manufactured home park/residential development
2. That Council request staff to prepare an amendment to the Town's Building Bylaw to allow the relocation of the Ivy Green residents' mobile homes at the new manufactured home park on "DL108".

PURPOSE:

The purpose of this report is to provide an update to Council on the next steps required to achieve Council's direction regarding the new manufactured home park to be located on "DL108" to accommodate the former residents of Ivy Green Mobile Home Park.

INTRODUCTION/BACKGROUND:

Council has previously considered the development of "DL108" for a sports field and the use of a portion of the land for a new manufactured home park. At the direction of Council, a rezoning is underway for the manufactured home park and residential development.

SCOPE OF WORK:

Council has previously indicated that the manufactured home park initiative is to provide a new home for the residents of Ivy Green Mobile Home Park. The recommended covenant terms and Building Bylaw amendment follow-up on Council's direction.

ALTERNATIVES:

That Council provide other terms for the new manufactured home park.

FINANCIAL IMPLICATIONS:

The Financial Plan includes funding to support the sale of Town land.

LEGAL IMPLICATIONS:

The covenant terms and Building Bylaw amendment have been reviewed by the Town's legal counsel.

CITIZEN/PUBLIC RELATIONS IMPLICATIONS:

There is a public information meeting scheduled for September 10, 2009 and a public hearing scheduled for September 21, 2009 for the rezoning of the lands.

INTERDEPARTMENTAL INVOLVEMENT/IMPLICATIONS:

The Corporate Services Department will deal with the land sale items. The Approving Officer/Director of Parks Recreation and Culture and the Manager of Development Services are working on the rezoning of the lands and subdivision and covenant items. The Director of Public Works is responsible for the Building Bylaw.

RESOURCE IMPLICATIONS:

The project has been identified as a Council priority and is within current resources.

ALIGNMENT WITH STRATEGIC PRIORITIES:

Affordable housing (new manufactured home park) is one of Council's Top 25 2009 strategic priorities.

SUMMARY:

The process to achieve a new manufactured home park at "DL108" is well underway. The final steps involve the sale of land and Council confirmation of covenant considerations is requested.

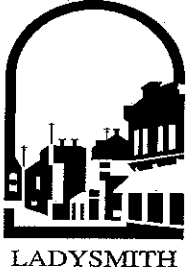
I concur with the recommendation.



Ruth Malli, City Manager

ATTACHMENTS:

"None".



Town of Ladysmith
STAFF REPORT

To: Ruth Malli, City Manager
From: Sandy Bowden, Director of Corporate Services
Date: September 1, 2009
File No:

Re: PURCHASE OF SCBA AIR PACKS

RECOMMENDATION(S):

That Council authorize the purchase of 10 SCBA Air Packs from Acklands-Grainger Inc. in the amount of \$37,840.62.

PURPOSE:

The purpose of this report is to provide Council with an overview of the recent request for quotes on the purchase of 10 SCBA Air Packs for the Fire Department.

INTRODUCTION/BACKGROUND:

SCBA Air Packs are an integral part of the firefighting equipment used by the Ladysmith Fire Department. Some of the units currently in use are approximately 20 years old and require replacement. The new SCBA Air Packs have many enhancements over the older models and will better serve the Fire Department and the Ladysmith community.

SCOPE OF WORK:

Once authorized, the Fire Department will proceed with the purchase of the units in conjunction with the Finance Department.

ALTERNATIVES:

Council could deny the Fire Department's request to purchase these units.

FINANCIAL IMPLICATIONS:

During 2009 budget deliberations Council allocated \$40,000 for the purchase of SCBA Air Packs to replace the older outdated units. Two quotes for the units were received. Staff recommends accepting the lower of the two quotes.

LEGAL IMPLICATIONS:

Given that the Town has identified the need the SCBA Air Packs it could be held liable if the current older units fail during use by the Fire Department.

CITIZEN/PUBLIC RELATIONS IMPLICATIONS:

n/a

INTERDEPARTMENTAL INVOLVEMENT/IMPLICATIONS:

n/a

ALIGNMENT WITH STRATEGIC PRIORITIES:

During the 2004 strategic planning process, Council identified a safe and healthy community as one of its seven strategic directions. The purchase of the SCBA Air Packs will assist the Town in achieving this goal.

SUMMARY:

In order to maintain the high standard of emergency response service to the community, the Fire Department must keep all emergency response equipment up-to-date. The new SCBA Air Pack units will enhance the Town's ability to respond to emergencies and ultimately reduce risk to the community.

I concur with the recommendation.



Ruth Malli, City Manager

ATTACHMENTS:

Quotes from Acklands-Grainger and Rocky Mountain Phoenix

ACKLANDS GRAINGER®

June 22, 2009

To: Chief Ray Delcourt and the Ladysmith Fire Dept:

Proposal for the provision of SCBA air packs

May I thank you for the opportunity to propose a solution to replace your SCBA air packs, and for considering Acklands - Grainger Inc in assisting you with this requirement.

We have provided MSA product with attached pricing to assist you in your decision but would like to highlight some of the additional features and benefits in choosing Acklands Grainger. We understand the critical nature of this vital equipment to the Fire Service and are committed to providing outstanding quality service in maintaining it. AGI provides a mobile national technical service unit that will come to your hall to conduct annual functional tests and repairs on site if needed. In addition AGI with the support of MSA will provide training on the use and care of your new SCBA's at no additional charge.

To help you with your decision we have provided the following option:

Option 1

(10) MSA, M7 air pack, c/w mask , voice amplifier kit and accessories as per matrix provided by MSA.

\$ 37,840.62

(10) 2216 Aluminum Bottles

No Charge

(4) Extra Face piece assemblies

No Charge

(1) RIT Kit less bottle

No Charge

ACKLANDS GRAINGER®

The first functional flow test for the SCBA's after one year of use (prior to 2011) shall be performed at no charge. Any parts required as a result of this test will be purchased from AGI at a cost to be determined at that given time.

Please note that all prices listed would be eligible to any applicable tax.

Training from MSA will be provided after delivery of air packs at No Charge.

Many thanks once again for considering Acklands Grainger. May we re-assure you that we shall make the transition to an MSA solution a smooth process, your account Manager Dylan Szasz will ensure that you are happy with your solution after the sale.

Sincerely

Dylan Szasz
Don Higgins



Ray Delcourt

From: Don Higgins [higginsd@agi.ca]
Sent: June 25, 2009 1:23 PM
To: Ray Delcourt
Cc: Dylan Szasz; Don Higgins
Subject: SCBA.s

Hello Ray, Here is our part number from MSA:
 AM7LD11COC14CAO Which in English is:
 AM7L is the NFPA 2007

- D Double pull/ with chest strap
- 1 Swiveling Lumbar Pad
- 1 Aluminum Cylinder
- C CBRN Regulator Push to Connect
- O No emergency breathing system
- C Med Hycar Ultra Elite Mask
- 1 Ultra Elite med nose cup
- 4 Speed on head harness c/w neck strap
- C Voice amp
- A Intregrated pass alarm c/w heat sensor
- O no case.

Don Higgins | Acklands-Grainger Inc. | Safety Specialist --Vancouver Island & Yukon

2015 Government Street | Victoria, BC | ☎ 250-516-9447 | 📠 250-384-2800 | ✉ Higginsd@agi.ca | www.acklandsgrainger.com

The contents of this communication, including any attachments, are confidential and may be privileged. If you are not the intended recipient, please notify the sender immediately and destroy this communication without reading it, forwarding it, or retaining any record of it. Thank you.





QUOTATION ONLY

6415 GOLDEN WEST AVE
RED DEER, AB T4P 3K2

103-2285-QUEEN STREET
ABBOTSFORD, BC V2T 6J3

Wednesday, June 24, 2009

LADYSMITH FIRE DEPARTMENT

THIS QUOTE EXPIRES ON: Friday, July 10, 2009

ATTENTION: RAY DELCOURT

F.O.B CUSTOMER

Thank you for the opportunity to provide you with our quote for SCBA as per your written request. Should you have any further questions please do not hesitate to contact your Account Manager.

Dennis High 250-686-6491

Part Number	Qty	Description	Unit	Extended
A-M7L	10	AIRMASK 2216 MMR CODED CONFIG MATRIX A-M7L-Q11CQC14CA0 CARRIER LUMBAR PAD/RESCUE BELT ASSY. CYLINDER REGULATOR TYPE EMERGENCY BREATHING SUPPORT FACEPIECE TYPE NOSECUP HEAD HARNESS COMMUNICATIONS GAUGE/INTEGRATED PASS OPTION CASE		\$ 43,286.01
		D DOUBLE PULL WICHEST STRAP ✓ 1 SWIVELING LUMBAR ✓ 1 ALUMINUM 2216 ✓ C CBRN, SOLID COV. PTC. THRO'D ✓ B NONE ✓ C UE HYCAR MEDIUM ✓ 1 ULTRA ELITE-MEDIUM ✓ 4 SPEED ON WINECKSTRAP ✓ C AMP ✓ A CONTROL MD. W/THERMISTOR ✓ B NONE ✓		
809872	10	CYLINDER & VALVE ASSY,3AL ALUMINUM,2216	INCLUDED	
10041230	1	RESCUEAIRE II,PORTABLE,W/QK FILL,2216	INCLUDED	
OPTIONS				
		FIRST YEAR FLOW TEST	INCLUDED PARTS EXTRA	NO CHARGE

\$43,286.01

COMMENTS:

TAXES NOT INCLUDED





Town of Ladysmith
STAFF REPORT

To: Council
From: Ruth Malli, City Manager
Date: September 1, 2009
File No:

Re: RCMP-TOWN AGREEMENT: Proportionate Share of Premises at 320 6th Avenue

RECOMMENDATION:

That Council authorize the Mayor and Director of Corporate Services to sign an agreement with the Royal Canadian Mounted Police for the proportionate share of premises occupied by provincial members at the Town owned building at 320 6th Avenue.

PURPOSE:

The Town of Ladysmith has constructed an RCMP building at 320 6th Ave. The Town is responsible for the provision of the building and also for the proportionate share of the cost associated with RCMP members that are assigned to Ladysmith. The Ladysmith detachment also includes Provincial members. The RCMP is responsible for the costs associated with the Provincial members. This agreement outlines the respective responsibilities of both parties, including the payment of monthly rent and operating and maintenance costs. Prior to construction of the building, the RCMP agreed to a cost share of 58.8% RCMP and 42.2 % Town. This agreement reflects that commitment.

ALTERNATIVES:

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

FINANCIAL IMPLICATIONS:

The rental payment is included in the 2009-2013 Financial Plan.

LEGAL IMPLICATIONS:

A formal agreement outlines responsibilities, including financial payments.

CITIZEN/PUBLIC RELATIONS IMPLICATIONS:

It is in the best interest of our community that both the Provincial and Ladysmith members are located in the same building.

INTERDEPARTMENTAL INVOLVEMENT/IMPLICATIONS:

Internal departments provide service to the building (maintenance, snow removal, gardening etc.)

RESOURCE IMPLICATIONS:

The cost of maintenance and other services is included in the 2009-2013 Financial Plan.

ALIGNMENT WITH STRATEGIC PRIORITIES:

Strategic Priority A: Wise Financial Management (Secure new sources of revenue and alternate ways of financing community services and projects)

Strategic Priority F: A Safe and Healthy Community (Construct a new police station)

SUMMARY:

The Town has constructed a new police station, in accordance with our strategic plans. The RCMP and Town have negotiated and agreed to terms that provide for the provision of building space for the provincial members of the detachment. The RCMP is responsible for the costs associated with the proportionate space allocated to the provincial members. The agreement before Council is the result of the negotiations and is recommended for signature.

ATTACHMENTS:

Agreement: RCMP and Town of Ladysmith



**Royal Canadian
Mounted Police**

**Gendarmerie royal
du Canada**

E1400-2306
Ladysmith Detachment

THE AGREEMENT, hereinafter referred to as "the Agreement" and for reference dated this 16th day of February, 2008.

BETWEEN

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

(hereinafter referred to as the "Landlord")

AND

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

(hereinafter referred to as the "Tenant")

(and jointly referred to as "the Parties")

WHEREAS the Landlord is the owner of the Premises described or is otherwise entitled to enter into this Agreement.

AND WHEREAS the Tenant is desirous of entering into occupation of the said Premises.

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

NOW THEREFORE in consideration of the rents, covenants and agreements reserved and contained, the Landlord and the Tenant hereby agree each with the other as follows:

1. AREA OF PREMISES

1.1 The Landlord does hereby demise and lease unto the Tenant, the following premises:

The proportionate share of 887.2 rentable square meters, contained in the Municipal Police Building complete with parking and other common areas situated on PID 009-472-738, a portion of District Lot 110, Plan 1424R, LD 43, commonly known and described as The Ladysmith Detachment, having a civic address of 320 – 6th Avenue, Ladysmith, B.C.

(hereinafter referred to as "the Premises")

2. AGREEMENT TERM

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

(hereinafter referred to as "the Term")

3. RENT

3.1 The Tenant hereby agrees to pay to the Landlord for the Term hereby created the monthly total of Fifteen Thousand, Twenty Nine Dollars and Thirty Six Cents (\$15,029.36) plus GST, being the sum established by the formula and conditions outlined in Part I of Schedule "A" attached herein. Rent will be reconciled on an annual basis based on the previous year actual Operating and Maintenance costs. The monthly rent during the term hereby created is subject to any increases or deductions made under any other clause in this Lease.

3.2 The Landlord agrees with the Tenant that "Proportionate share" shall be the ratio of the Federal and Provincial Detail strength to the combined Federal, Provincial and Municipal Detail strength according to the establishment approved as of the first day of January in each subsequent year of the Term. Municipal detail strength means the Municipal Police Service and support staff as defined in Schedule "A", attached.

3.3 The Tenant shall pay rent in this Agreement as identified, subject to any other provision in this Agreement contained, at the times and in the manner hereinbefore mentioned for payment of the same.

3.4 The Tenant agrees with the Landlord that the Capital Construction Rate will be reviewed not later than January 14, 2017 with regards to a possible change in the interest rate

4. RENEWAL

4.1 The Tenant shall have the right to renew this Lease for Ten (10) years on all the same terms and conditions as herein written save and except that this covenant to renew shall be excluded from the said terms and conditions. The exercise of this covenant to renew shall be by written notice to the Landlord not less than three months prior to the expiry of the lease tenure herein created.

5. OCCUPANCY BEYOND TERM

5.1 If upon the expiration of the term of this Agreement, the Tenant continues to occupy the Premises without any express agreement as to a new term,

a tenancy from year to year shall not be created by implication of law, but the Tenant shall be a monthly occupant only at a monthly rent equal to the installments of rent hereby reserved and otherwise on the same terms and conditions set forth in this Agreement insofar as the same are applicable to a month to month tenancy for a maximum of one year.

6. ASSIGNMENT

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

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

- 7.1 The Landlord agrees with the Tenant that the O&M costs during the first and all subsequent years of this agreement and renewals thereof, will be adjusted as of the first day of January in each and every subsequent year of the term with the initial adjustment will be made following the receipt by the Tenant of the statement of operating costs for the period January 15, 2007 to December 31, 2008 until January 1, 2009 and thereafter following the receipt by the Tenant of the statement of the said costs for the preceding calendar year. These adjustments will be made either upwards or downwards from the estimated rate, to reflect actual costs. A proportionate share of the difference will be either paid by the Tenant to the Landlord or refunded to the Tenant by the Landlord, who will present audited statements to the Tenant for which invoices and full records shall be maintained.
- 7.2 "O&M Costs" shall mean expenditures for the following, as they relate to the Premises described in Clause 1 and only as they may apply:
- (a) maintenance and repairs to the Premises, including redecorating the interior and exterior of the building to maintain a reasonable standard of appearance;
 - (b) site maintenance including landscaping and gardening (including related labour and payments to contractors);
 - (c) snow and ice removal expenses (including related labour and payments to contractors);

- (d) janitorial services and cleaning of windows (including related wages, cleaning supplies and cleaning contracts);
- (e) heating, cooling and ventilating system service contracts including related repairs and maintenance;
- (f) charges for electricity, gas, water, sewer, cable and other utilities;
- (g) consumable washroom supplies (i.e. soap, paper towels, toilet tissue);
- (h) wages and salaries to operate the heating, cooling and ventilating systems;
- (i) garbage removal;
- (j) property, liability and fire insurance on the premises and contents;
- (k) telephone costs including long distant tolls;
- (l) maintenance to, replacement of, and additional furnishings required for the Premises subject to paragraph 10.1 (o).
- (m) property taxes as per Clause 8 below.
- (n) to provide of internet and cable television services for police purposes.
- (o) the provision of computer support to all computers on the Premises.

8. LANDLORD PAYS TAXES

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

9. TENANT COVENANTS

9.1 The Tenant hereby covenants with the Landlord as follows:

- (a) to pay the rent on the days and in the manner aforesaid, subject to any deductions made under any other clause in this Lease;

- (b) to permit the Landlord or his duly authorized agent at all reasonable times and by prior arrangement with the Tenant to enter and examine the state of repair of the Premises and to make such repairs as may be necessary from time to time, subject to the Tenant's security requirements;
- (c) the Tenant shall pay for any damage arising from Her occupation and use of the Premises, normal wear and tear accepted.

10. LANDLORD COVENANTS

10.1 The Landlord hereby covenants with the Tenant as follows:

- (a) that the said Premises are now in good state of repair and in tenantable condition and that it will keep the said Premises in good and tenantable repair and condition at all times during the term;
- (b) to effect all repairs necessary to the Premises at its own expense, and, upon notice given by the Tenant, to make good any defect or want of repair. Such repairs shall be part of the operating costs referred to in Subclause 7.3 (a);
- (c) to provide a suitable location in or about the Premises for the display of the National Flag of Canada provided by the Tenant, and maintained by the Landlord, to the satisfaction of the Tenant;
- (d) to provide and pay for the operation and maintenance of heating, cooling and ventilation systems to provide a continuous clean air supply at a reasonable temperature and humidity as per ASHRAE Standard 60-1989, entitled Ventilation for Acceptable Indoor Air Quality, as amended from time to time;
- (e) to provide and pay for a constant supply of hot and cold water to the Premises to meet the requirements of the Canada Occupational Health and Safety Regulations, Part IX, titled "Sanitation";
- (f) to provide and pay for all electrical power required and consumed on the Premises and as lamps, ballasts and fuses wear out, to replace same at its own expense;
- (g) to provide and pay for the provision of internet and cable television services for police services;
- (h) to provide and pay for consumable washroom supplies (e.g. soap, paper towels, toilet tissue);
- (i) to provide and pay for all maintenance and repairs from time to time required to keep all lavatory and toilet room equipment and accessories in good operating condition;

- (j) to pay all present and future taxes and rates, including water rates, sewage disposal, assessments and local improvements charges levied in respect of the Premises;
- (k) to provide and pay for the prompt removal of ice and snow, at all times, from all outdoor parking spaces, roadways, walks, steps and fire exits, leading to and from the Premises;
- (l) to provide and pay for the removal of all waste paper and garbage from the Premises whenever and so often as may be necessary and, in any event not less often than once daily;
- (m) to provide lighting at desk level (750 mm above floor level) in office areas and work stations, and at floor or ground level in all other areas shall not be less than the following levels of illumination:
- | <u>Lux</u> | <u>Area</u> |
|------------|---|
| 550 | Office space |
| 325 | Entrance foyers, elevator lobbies, storage space |
| 220 | Base building, corridors, stairways, washrooms, elevators |
| 20 | Parking entrances |
| 10 | Parking traffic lanes and parking spaces |
- (n) to provide and pay for all labour and materials for the cleaning of the Premises, the furnishings therein, the windows and the common areas and to undertake, at all times during the term of this lease, to clean the said Premises, furnishings, windows and common areas and to keep the same clean and free of dust and dirt, as would a prudent owner using the Premises for purposes similar to those for which they are used by the Tenant. The cleaning frequency for the Premises, especially for the washroom and lunchroom areas, shall meet the requirements of the Canada Labour Code.
- (o) to provide sufficient parking spaces for RCMP vehicles as well as vehicles belonging to RCMP employees, servants and agents, customers and invitees, with safe and convenient access between such parking spaces and the Premises and with clear vehicle access to and from such parking spaces;
- (p) to provide and pay for redecorating the interior and exterior of the Premises as often as is required to maintain a reasonable standard of appearance;
- (q) to provide and pay for all furnishings required, in excess of the existing detachment furnishings, to make the Premises fully operational as of the commencement date of this Lease and to supply and pay for any replacement or additional furnishings required during the Term of this Agreement;

- (r) to provide a complete set of "as built" drawings to the Tenant and to provide the Tenant with the related "as built" drawings for any alterations, additions or improvements in and about the Premises during the Term of this Agreement;
- (s) to allow the Tenant to peacefully and quietly enjoy the Premises during the term or any renewal thereof without molestation, hindrance or disturbance from or by the Landlords employees, servants and agents, customers and invitees;
- (t) to well and truly observe and fulfill the lawful provisions and requirements of all Statutes, Regulations, Bylaws, Rules and Orders relating to the Premises and for greater certainty, but not so as to restrict the generality of the foregoing, the Landlord covenants to faithfully observe all requirements with respect to electrical wiring, apparatus and fire protection devices now installed or required to be installed in and for the Premises from time to time;
- (u) to provide to the Tenant a complete current list of names, telephone numbers and addresses of the Landlord's employees, servants and agents who may be contacted at any time in the event of emergency or failure of any service provided by the Landlord, as herein specified, for the purpose of making repairs as may be required to restore such services;
- (v) as per Article 9, Subclause 9.1 (b) of the Municipal Police Unit Agreement, to undertake alterations, additions to and improvements in and about the Premises, as are considered advisable by the RCMP to comply with the Commissioner's current standards, at any time during the term of this Agreement or any renewal thereof. The cost of such alterations shall be shared on a pro rata basis either in the manner stipulated previously to cover the Operating and Maintenance costs or through a Supplemental Agreement, depending upon the total costs of the alterations. These alterations shall be maintained by the Landlord during the term of this Agreement and any renewal thereof.

10.2 The Landlord hereby grants to the Tenant, the right, at the Tenant's expense to:

- (a) erect on the Land a free-standing radio tower with foundation and cable entry or to install a radio antennae support with cable entry attached to the Premises, to meet Police requirements, and if erected the tower remains the property of the Tenant and the Tenant shall have exclusive rights to determine the use and any user of the tower;

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

11. SECURITY REQUIREMENTS

- 11.1 All persons, employed by the Landlord or by any of its independent contractors, who have access to the Premises and Lands for any purpose in connection therewith, shall be acceptable to the Minister responsible for the Tenant and upon request of the Tenant, the Landlord will provide the Tenant with the name of each person so employed, his full address and his qualifications and duties, and ensure that all such persons are cleared for the purpose of, and comply with, the security requirements of the Tenant;
- 11.2 All persons, employed by the Landlord or by any of its independent contractors, who have access to the Premises and Lands for any purpose in connection therewith, shall follow all signage and/or directions from the Tenant's employees on the Premises with regard to the use and/or possession of electronic equipment including, but not limited to, PDAs and cellular telephones;
- 11.3 The Landlord shall not release any of the Detachment building plans or specifications except to the Tenant without the consent of the Regional Manager, Asset Management and will maintain the Detachment building plans and specification in a secure manner acceptable to the Tenant.

12. INSURANCE / INDEMNIFICATION

- 12.1 It is hereby mutually agreed between the Landlord and the Tenant that:
 - (a) both will carry all such insurance or other means of protection necessary, to cover the terms of this Lease. Liability coverage for the Tenant will be provided by the Government of Canada in accordance with the *Crown Liability and Proceedings Act*;
 - (b) the Landlord shall indemnify and save harmless the Tenant from and against all claims, actions, causes of action, loss, damage, expenses, and costs made by any person, arising out of or resulting directly or indirectly from the Landlord's ownership of or operations thereon whether by reason of any act of omission of any act by the Landlord, its agents, servants or representatives;
 - (c) the Tenant shall indemnify and save harmless the Landlord from and against all claims, actions, causes of action, loss, damage, expenses, and costs made by any person, arising out of or resulting

specified in such notice, and over which the Landlord has no control and not being caused by the fault of the Landlord, such damage or destruction cannot with reasonable diligence be repaired within the period of time specified in the Tenant notice, then and in any such event the provisions of Subclause 13.1 (a) shall apply.

14. REMOVAL OF FIXTURES

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

15. ALTERATIONS AND IMPROVEMENTS

- 15.1 The Landlord will undertake alterations, additions to and improvements in and about the Premises, as requested by the Tenant to comply with the Commissioner's current standards, at any time during the term of this Lease or any renewal thereof. Such alterations shall be shared on a pro rata basis in a manner stipulated herebefore to cover the capital and /or operating costs. These alterations shall be maintained by the Landlord during the Term of this Lease and any renewal thereof. No alterations in and about the Premises shall be done without the consent of the Landlord, which consent shall not be unreasonably withheld;
- 15.2 If the Tenant should deem it advisable to make alterations solely for Her benefit, then She shall advise the Landlord by Registered mail and provide plans and specifications for the proposed alterations to the Premises which the Landlord shall not unreasonably deny. The Landlord shall permit any independent contractor, its subcontractors and their respective employees, servants and agents hired by the Tenant to enter upon the Land and the Premises. The costs of alterations made solely for Her benefit will be made entirely at the expense of the Tenant; however, these alterations shall be maintained by the Landlord during the Term of this Lease and any renewal thereof.
- 15.3 The Tenant shall yield up the Premises at the termination of this Lease or any renewal thereof, together with such alterations, if any, as accepted by the Landlord pursuant to Clause 15.2, to the Landlord in good repair subject to reasonable wear and tear, damage from fire, storm, tempest and other casualty, and the Tenant shall not be liable to pay compensation or to make any other payment to the Landlord in respect of restoration other than as provided in Clause 9.1 and Clause 14.1.

16. INSPECTIONS BY OTHERS

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

17. ENVIRONMENTAL COMPLIANCE AND INDEMNIFICATION

- 17.1 The Tenant shall use the Premises and Land in compliance with all applicable laws, bylaws, rules, and regulations of the appropriate jurisdictions pertaining to the environment, health and welfare, and occupational safety;
- 17.2 The Tenant shall not, unless specifically required for police purposes, bring or permit to be brought onto the Premises or the Land, any substance in a toxic or otherwise hazardous form, or any substance which if it were to remain on or escape from the Premises or the Land, may contaminate or pollute the Premises or the Land or any other property with which it may come in contact;
- 17.3 The Landlord shall manage the Premises and Land in compliance with all applicable laws, bylaws, rules and regulations of the appropriate jurisdictions pertaining to the environment, health and welfare, and occupational safety;
- 17.4 The Tenant shall not be held responsible for any environmental impact or hazards associated with the Premises or the Land which were not caused by any act or omission of the Tenant, Her employees, agents, contractors, or invitees;
- 17.5 Should the Premises or Land have been contaminated or polluted prior to the Tenant's use of the Premises or Land, by an act or omission on the part of the Landlord, or associated with any neighboring source or cause of said contamination or pollution, the Tenant shall not be held responsible for assessment, remediation, risk management and/or any other mitigating costs or responsibilities.

17.6 Should the Landlord believe that the Tenant is responsible for contamination or pollution where the polluting source is not obvious or evident, the Landlord must conduct or have conducted, at its own expense, an environmental assessment in order to confirm the polluting source. In the event that the environmental assessment confirms that the Tenant is the source of the contamination or pollution, then the Tenant shall reimburse the Landlord for the cost of the environmental assessment upon presentation of an invoice and supporting document;

17.7 In the event that the Premises or the Land is contaminated or polluted by any action or omission of the Tenant, Her employees, agents, contractors, or invitees:

(a) the Tenant shall immediately notify the Landlord and any governmental department or agency as may be required by law, of such pollution or contamination.

(b) The Tenant shall immediately conduct or have conducted, at Her own expense, an environmental audit assessment as may be required by the Landlord and any appropriate governmental department or agent, which shall include an estimate of the scope of work required to remediate and/or risk manage the contamination and/or pollution caused by the Tenant, Her employees, agents, contractors, or invitees in accordance with the applicable regulations.

(c) The remedial work suggested in the environmental assessment to eliminate / manage the said contamination and/or pollution shall not proceed without prior approval and consent of the Landlord. Upon receipt of said approval, the Tenant will undertake, at Her own expense, the necessary remediation to the satisfaction of the Landlord and the appropriate government department or agency.

18. DEFAULT

18.1 If the Tenant shall make any default in payment of rent hereby reserved or in the performance of any other of the Tenant covenants hereunder, and such default continues for one calendar month, the Landlord may give to the Tenant a notice in writing requiring the Tenant to remedy such default within a period of thirty (30) days from and after the date of service of such notice, and if the Tenant shall fail to remedy such default within such period of thirty (30) days or such longer period as may reasonably be necessary in view of the nature of the default, the Landlord may enter upon and take possession of the Premises or any part thereof, and the term hereby granted shall thereupon cease.

18.2 In the event that the Tenant shall deliver to the Landlord written notice of

default in any of the services to be provided by the Landlord hereunder, and the Landlord shall fail to remedy such default:

- (a) within thirty (30) days from and after delivery of such written notice, or
- (b) within such period less than thirty (30) days from and after delivery of such written notice as will ensure that the Tenant suffers no loss or damage if, by reason of the nature of such default, the Tenant may reasonably be expected to suffer loss or damage if such default is not remedied within a period of less than thirty (30) days, then and in any and every such event, the Tenant may, without further notice to the Landlord, take such steps as may, in the sole judgement of the Tenant, be necessary to remedy such default and, without limiting any of the Tenant's remedies at law, all costs incurred by the Tenant in remedying any such default of the Landlord shall be charged to and paid by the Landlord and, if the Landlord fails to pay such costs on demand, the Tenant shall be entitled to deduct the same from the Rent or any other amounts payable hereunder by the Tenant to the Landlord.

19. DISPUTE RESOLUTION

- 19.1 In the event of any dispute or difference arising between the Parties hereto in connection with the use of the Premises Building as to the interpretation of any part of this Agreement or as to any matter not referred to in this Agreement and requiring agreement or as to matters requiring further agreement by the Parties, such dispute or difference shall be determined by arbitration pursuant to the *Federal Commercial Arbitration Act* of Canada. The costs and expenses of the arbitration shall be paid by the party requiring the arbitration.
- 19.2 Nothing herein shall preclude either party from recourse to the Courts where there is an excess of jurisdiction or error of law relating to or in the arbitration process.

20. NOTICE

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

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

Attn: Ruth Malli, City Manager

or to such other address as the Landlord may from time to time advise by notice in writing.

- (b) in the case of the Tenant, if personally served on the Commanding Officer, or if forwarded by Priority Post, addressed to the Commanding Officer, Royal Canadian Mounted Police at:

R.C.M. Police "E" Division Headquarters
657 West 37th Avenue
Vancouver, B.C.
V5Z 1K6

Attention: Asset Management Unit /B.C. Yukon

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

21. GENERAL

- 21.1 This Agreement may be terminated on March 31st in any year by either party giving the other party notice of such termination:
- (a) 25 months prior to the date of the intended termination in the case of the Town of Ladysmith giving such notice; and
 - (b) 23 months prior to the date of the intended termination in the case of the Commissioner of the Royal Canadian Mounted Police giving such notice;
- 21.2 Whenever in this Agreement the context so requires or permits, words in the singular shall include the plural shall include the singular and words imparting male persons shall include female persons and corporations;
- 21.3 This Agreement shall enure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns;
- 21.4 No member of the House of Commons shall be admitted to any share or part of this Agreement or to any benefit arising therefrom;

21.5 Time shall in all respects be of the essence in each and every one of the terms, covenants and conditions in this Agreement.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement.

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

_____)	_____)
Administrator / Clerk)	Authorized Signatory)
Name)	
_____)	_____)
Address)	Mayor)
	Date)

SIGNED, SEALED and DELIVERED in the presence of

Irene Van Essen)
 Witness) Name)

Irene Van Essen
Senior Contracting Officer
Procurement & Contracting
Pacific Region

4949 Heather St. Van. BC.
Address

John Beard)
 John Beard, A/Regional Director)
 Assets and Procurement, Pacific Region)
 for)
 The Minister responsible for the)
 Royal Canadian Mounted Police)

August 18, 2009
Date

SCHEDULE "A"

DEFINITIONS:

Municipal Detail Strength means the approved Municipal Police Service establishment as of January 1st, which will be reconciliated on an annual basis. Only indeterminate positions, including those which may be staffed part-time are to be included in the calculation which excludes Guards and Matrons.

Municipal Police Service is as defined in the Municipal Policing Agreement, Article 1.1 (n).

Support Staff is as defined in the Municipal Policing Agreement, Article 1.1 (x).excluding guards and matrons.

Part I

For the first 11.5 months of the Agreement term, the monthly rental payment will be the sum of the Capital Construction Rental Rate and the Operating & Maintenance as calculated below:

1. The **Capital Construction** rate for the period of January 15, 2007 to December 31st 2011 shall be based on the capital construction costs of \$2,750,000.00 amortized over 25 years at an initial rate of 4.66%. The Capital Construction rate for the period starting January 1st 2012 will be adjusted, as necessary, to reflect any change in the interest rate as per Clause 3.4 of this Agreement.

(a) **Capital Construction Rental Rate:**

The ratio of the Federal/Provincial Detail strength to the combined Federal/Provincial and Municipal Detail strength.

$$0.588 \times \$216,721.70 = \$127,432.36 \text{ per year.}$$

(b) **Operating and Maintenance Rental Rate:**

The ratio of the Federal/Provincial costs for Operating and Maintenance shall be calculated at an estimated annual rate of \$90,000.00 multiplied by the ratio of the Federal/Provincial Detail strength to the combined Federal/Provincial and Municipal Detail strength.

$$0.588 \times \$90,000.00 = \quad = \$ 52,920.00 \text{ per year}$$

and will be amended in accordance with Clause 3 of this Agreement.

Part II

For each of the following years of the Agreement, the monthly rental payment is calculated as follows:

(a) **Capital Construction Rate:**

The ratio of the Federal/Provincial Detail strength [a], to the combined Federal/Provincial and Municipal Detail strength [b] multiplied by the \$ [x] and divided by 12.

$$\text{ie } \frac{[a] / [b]}{12} \times \$ [x];$$

(b) **Operating & Maintenance:**

The ratio of the Federal/ Provincial Detail strength [a], to the combined Federal Provincial and Municipal Detail strength [b] multiplied by the actual Operating and Maintenance costs [o] for the previous as defined in Clause 7.1.

$$\text{ie } \frac{[a] / [b]}{12} \times \$ [o];$$



Town of Ladysmith
STAFF REPORT

To: Ruth Malli, City Manager
From: Joe Friesenhan, Director of Public Works
Date: September 2, 2009
File No:

Re: AFTER HOURS WORK AT THE GOVERNMENT WHARF BY GREGSON CONTRACTING

RECOMMENDATION:

That Council authorize Gregson Contracting to perform works associated with the Small Craft Harbours breakwater project beyond the hours set forth in the Noise Bylaw.

PURPOSE:

To allow the construction of the new breakwater at the Government Wharf to be complete completed during low tides.

INTRODUCTION/BACKGROUND:

Section 12e of Bylaw 1478, the Noise Bylaw, allows for construction and demolition within the Town of Ladysmith to take place from 7 a.m. to 6 p.m. every day except Sunday.

In 2008, Council approved the construction of a new breakwater for the Government Wharf. Phase I of the construction was completed in 2008. Phase II of the breakwater is now under construction and much of the work needs to be completed at low tide. At this time of year, low tide is around 3:00 a.m.

SCOPE OF WORK:

The work is expected to be completed sometime in early 2010.

ALTERNATIVES:

There is normally one low tide during the day. Council could require the contractor to do his work during that low tide.

FINANCIAL IMPLICATIONS:

If Gregson Contracting is not authorized to work beyond the hours stipulated in the Noise Bylaw, the cost of the project will increase substantially as it will take twice as long to complete the work.

LEGAL IMPLICATIONS:

n/a

CITIZEN/PUBLIC RELATIONS IMPLICATIONS:

There have been no complaints received to date regarding the noise created by the work.

INTERDEPARTMENTAL INVOLVEMENT/IMPLICATIONS:

Corporate Services and Development Services are involved in this project.

RESOURCE IMPLICATIONS:

n/a

ALIGNMENT WITH STRATEGIC PRIORITIES:

The Small Craft Harbours lease is one of the top five strategic priorities for Corporate Services.

SUMMARY:

In order to complete the work required in a timely and efficient manner, the contractor can only work at low tide during the initial construction of the new breakwater at the Government Wharf.

I concur with the recommendation.



Ruth Malli, City Manager



Town of Ladysmith
STAFF REPORT

To: Ruth Malli, City Manager
From: Pat Durban, Director of Parks, Recreation & Culture
Subject: Amphitheatre
Date: September 2, 2009
File No:

RECOMMENDATION:

That Staff be directed to remove the deck and railing, and fence the area, in the front portion of the Amphitheatre at Transfer Beach Park as soon as possible and that the Financial Plan be amended.

PURPOSE:

The Town discovered, when inspecting the deck and railing in the front section of the Amphitheatre, significant rot damage, which in the opinion of staff could compromise the viability of the structure.

As a temporary measure until such time as the structure can be repaired or replaced the existing decking and railing should be removed and fencing installed to make the area as safe as possible.

FINANCIAL IMPLICATIONS:

There are sufficient funds to carry out this work but not to make the necessary repairs or replacement. The estimate to do the work is \$3,000 and funds are available from the Amphitheatre Capital budget.

LEGAL IMPLICATONS:

There are liability issues with leaving the structure as is.

CITIZEN/PUBLIC RELAIIONS IMPLICATIONS:

As this facility is heavily used there will be a negative impact regarding lack of access but safety and liability is our paramount concern.

INTERDEPARTMENTAL INVOLVEMENT/IMPLICATIONS:

This work will require a coordinated effort from Public Works and Parks, Recreation & Culture Departments to ensure the remaining Amphitheatre structure is still safe and functional.

ALIGNMENT WITH STRATEGIC PRIORITIES:

Options to repair and replace may require the Amphitheatre bank stabilization to be carried out prior to the work proceeding and subject to funding.

ATTACHMENTS:

None.

I concur with the recommendation.

Ruth Malli, City Manager



Ladysmith Fire / Rescue

P.O. Box 760 Ladysmith, B.C. V9G 1A5
 Phone: 250-245-6436 • Fax: 250-245-0917



FIRE CHIEF'S REPORT

MONTH: July, 2009

TYPE OF CALL OUT	J	F	M	A	M	J	J	A	S	O	N	D	YEAR'S TOTALS
Alarms Activated: Pulled Station		1											1
By mistake	1			1			1						3
Electrical problem		3	2	1	1		1						8
Due to cooking			2	1		1							4
Assistance						1							1
Burning Complaint			1	4	2	1	4						12
Fire: Structure	2	1	1	1	1								6
Chimney	1	1	1										3
Interface / Bush		1		1	2	1	1						6
Vehicle	1					1							2
Other	1		1	3		3							8
Hazardous Materials													
Hydro Lines: Down / Fire	1	1											2
Medical Aid	3	1	1	1	1	1	2						10
Mutual Aid	1				2		2						5
MVI	2	4	5	2	3	2	5						23
Rescue													
MONTH TOTALS (not incl. Practises)	13	13	14	15	12	11	16						94
Practises (Totals for each Month)	4	4	5	4	4	5	4						30

ALARMS ACTIVATED (location/owner):

1. 16 High Street sprinkler problem
2. Villa Apartments person soldering around sensor

COMPARISONS:

Year to Date / 09 94 (excl. practises)
 Year to Date / 08 110 (excl. practises)
 Year to Date / 07 85 (excl. practises)

APPROVED:

Ray Delcourt
 Fire Chief

TOWN OF LADYSMITH
 BUILDING PERMIT
 SUMMARY REPORT
 MONTH: JULY 2009

August?

Commercial	Industrial	Institutional	(New) Residential	# Dwelling Units	Residential Addds / Renos	Permits This Month	Permits For Year To Date	Bldg & Pibg Permit Fees This Month	Permit Values This Month	Permit Values This Year				
\$ -	2	\$ 2,960,000	1	\$ 5,000	1	\$ 884,000	5	\$ 78,100	7	15	74	\$ 22,039	\$ 3,927,100	\$ 7,762,169

SUMMARY - YEAR TO DATE

JAN	\$ -	0	\$ -	0	\$ -	0	\$ 516,000	4	4	\$ 28,000	1	5	5	\$ 4,546	\$ 544,000	\$ 544,000
FEB	\$ -	0	\$ -	0	\$ 105,000	1	\$ 283,000	3	3	\$ 36,000	3	7	12	\$ 2,982	\$ 424,000	\$ 968,000
MAR	\$ 330,000	1	\$ -	0	\$ -	0	\$ -	0	0	\$ 44,000	3	7	19	\$ 2,440.75	\$ 374,000	\$ 1,342,000
APR	\$ 1,200,000	1	\$ -	0	\$ -	1	\$ 415,000	3	3	\$ 51,590	8	12	31	\$ 12,295	\$ 1,525,670	\$ 2,867,670
MAY	\$ -	0	\$ -	0	\$ -	0	\$ 251,000	2	2	\$ 26,600	6	15	46	\$ 2,607	\$ 276,600	\$ 3,144,275
JUN	\$ -	0	\$ -	0	\$ 20,000	2	\$ 598,149	4	4	\$ 72,650	8	13	59	\$ 5,703	\$ 690,799	\$ 3,835,069
JUL	\$ -	2	\$ 2,960,000	1	\$ 5,000	1	\$ 884,000	5	5	\$ 78,100	7	15	74	\$ 22,039	\$ 3,927,100	\$ 7,762,169
AUG																
SEP																
OCT																
NOV																
DEC																
TOTAL	\$ 1,530,000	4	\$ 2,960,000	1	\$ 130,000	5	\$ 2,947,149	21	21	\$ 335,940	36	74	74	\$ 52,613	\$ 7,762,169	

of Demolitions for month = 0 , for YTD = 5

DWELLING UNITS / VALUE

YEAR TO DATE / 09	21	\$ 2,947,149
YEAR TO DATE / 08	48	\$ 5,860,000
YEAR TO DATE / 07	52	\$ 7,939,290

COMPARISONS

YEAR TO DATE / 09	74	\$ 7,762,169
YEAR TO DATE / 08	92	\$ 8,156,798
YEAR TO DATE / 07	93	\$ 11,229,549

[Signature]
 BUILDING INSPECTOR

COASTAL ANIMAL CONTROL SERVICES OF BC LTD

2202 Herd Rd. Duncan, BC. V9L 6A6

(250) 748-3395

RECEIVED

TOWN OF LADYSMITH POUND REPORT

AUG 12 2009

July, 2009

Disposition of Impounded Dogs	Current Month	2009 Totals	
Stray dogs impounded	0	5	
Stray dogs claimed	0	5	
Stray dogs put up for adoption	0	0	
Stray dogs euthanized	0	0	
Stray livestock / cats	0	0	
Calls Received and Investigated	7	47	
Aggressive dogs	1	6	
Dogs at large	3	26	
Noise (barking) complaints	2	11	
Other non specific dog related calls	1	4	
Wildlife / livestock / cats	0	0	
Monthly Pound and Board Fees Collected	\$0	\$530.00	
Impound fees	0	\$450.00	
Daily board fees	0	\$80.00	
Tickets issued	1	2	
Unlicenced dog	\$00.00	\$0	
Dog at large	\$100.00	\$100.00	
Dangerous dog at large	\$00.00	\$0	
Licencing Statistics			
	Tags	1	871
	Revenue	\$30.00	\$20400.00

Trevor Hughes



We Serve

**Ladysmith Lions Club
Box 2293,
Ladysmith, B.C. V9G 1B8**

AUG 18 2009

Ladysmith, BC
August, 17/09

Mayor and Council
Town of Ladysmith

In May of 2003, the "On A Roll for ALS" was started by Mike Pellat, a Ladysmith resident who was living with ALS. Mike rolled his wheel chair from Campbell River to Victoria to raise awareness for ALS. Mike's legacy continues this year as people with ALS will again roll their wheel chairs into communities on the lower mainland and Vancouver Island. The tentative schedule for 2009 has the "On A Roll" arriving in Ladysmith on September 21 at 2:00PM.

The Ladysmith Lions will again plan to co-ordinate the brief stopover and in this regard request permission to use the Aggie Hall parking lot as the site to receive the rollers.

In addition could a representative of the Town of Ladysmith attend and welcome to group to our town.

Your prompt reply would be greatly appreciated.

Sincerely,
Jim Masyk
Secretary

We receive funding from the province of British Columbia, in conjunction with B.C. Lottery Corp. and Playtime Community Gaming Centre, Nanaimo

TOWN OF LADYSMITH

BYLAW NO. 1672

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) Schedule "A" – "Town of Ladysmith Community Plan" is amended by:
 - (a) including on Figure 6:
the subject area shown on Schedule 1 attached to this Bylaw within the Urban Containment Boundary.
 - (b) placing on Map 1 "Land Use":
"Multi-Family Residential" on the subject property Lot 3, Block 1399, Oyster District, Plan VIP75559 Except part in Plan VIP80608 as shown on Schedule 2 attached to this Bylaw.
 - (c) placing on Map 2 "Development Permit Areas":
"Development Permit Area 4 – Multi-Family Residential" and "Development Permit Area 7 – Hazard Lands" on the subject property Lot 3, Block 1399, Oyster District, Plan VIP75559 Except part in Plan VIP80608 as shown on Schedule 2 attached to this Bylaw.
- (2) Schedule "C" - "Holland Creek Area Plan" is amended by:
 - (a) deleting the following residential policy:
" 3.1.2.11 An Urban Reserve will be designated in an isolated portion of the northwest of the Plan Area to provide for forestry uses over the near term and long term potential urban residential uses for a future period beyond the life of this Local Area Plan."
 - (b) placing on Figure 4:
"Multi-Family" on the subject property Lot 3, Block 1399, Oyster District, Plan VIP75559 Except part in Plan VIP80608 as shown on Schedule 2 attached to this Bylaw.
 - (c) amending "Table 1: Residential Land Use" - Total Developable Area as follows:
reducing "Reserve" by 5.3 ha and increasing "Multi-Family Development" by 5.3 ha.

CITATION

- (3) This bylaw may be cited for all purposes as "Official Community Plan Bylaw, 2003, No. 1488, Amendment Bylaw (No.23), 2009, No. 1672".

READ A FIRST TIME on the 2nd day of February, 2009

READ A SECOND TIME on the 2nd day of February, 2009

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

on the 2nd day of March, 2009

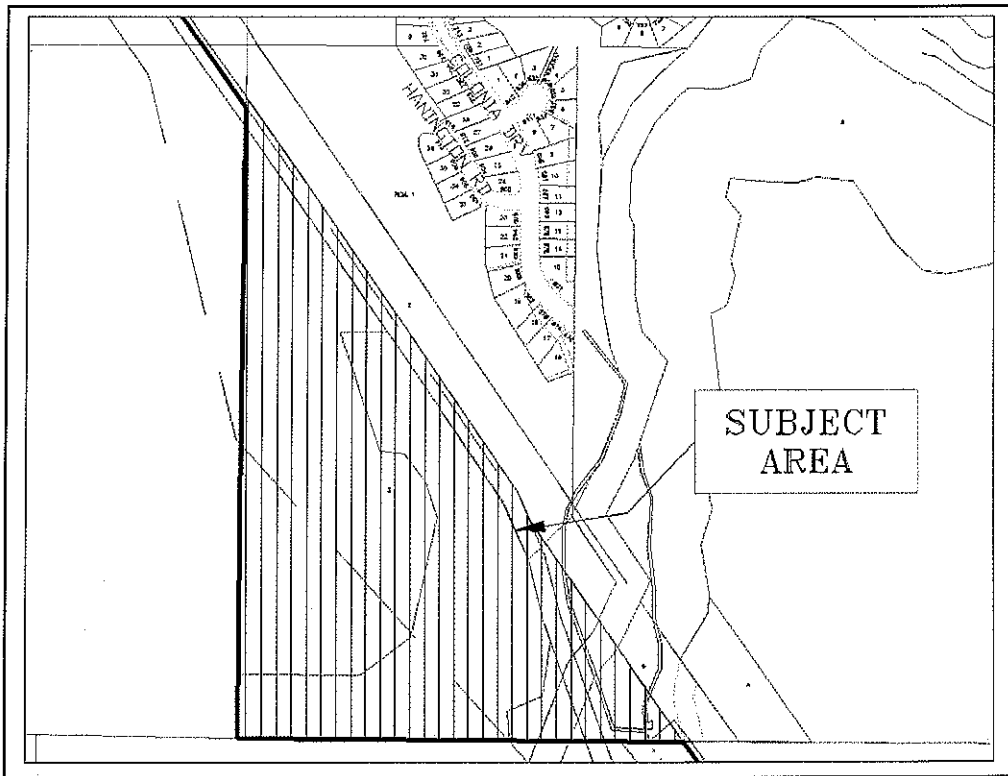
READ A THIRD TIME on the 2nd day of March, 2009

ADOPTED on the day of

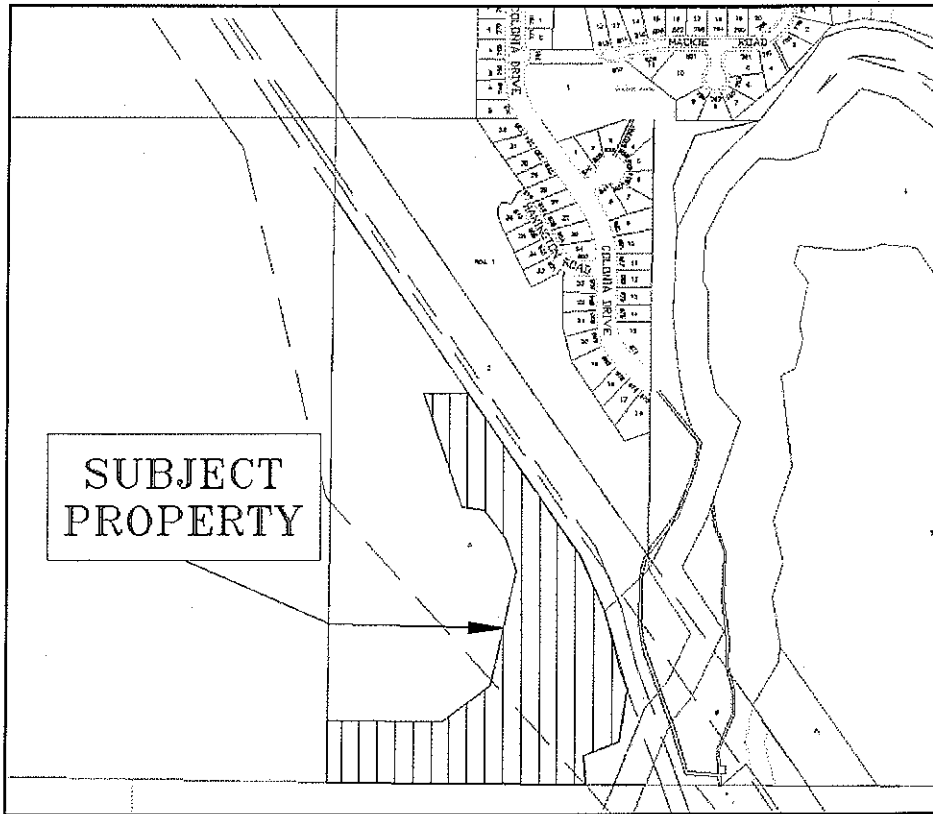
Mayor (R. Hutchins)

Corporate Officer (S. Bowden)

Bylaw 1672 - Schedule 1



Bylaw 1672 – Schedule 2



TOWN OF LADYSMITH

BYLAW NO. 1673

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

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

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

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

- (1) The text of "Town of Ladysmith Zoning Bylaw 1995, No. 1160" as amended is hereby further amended by adding the following site specific regulations to Section 13.0 Medium Density Residential Zone:
 - (a) "13.2 (2)(a) Despite 13.2 (2) the height of an apartment building located on Lot 3, Block 1399, Oyster District, Plan VIP75559 Except Part in Plan VIP80608 shall not exceed 14.0 metres (4 storey).", and
 - (b) "13.2 (4)(a) Despite 13.2(4) the number of residential units located on Lot 3, Block 1399, Oyster District, Plan VIP75559 Except Part in Plan VIP80608 shall not exceed 190 units."
- (2) The map, being 'Schedule A' to "Town of Ladysmith Zoning Bylaw 1995, No. 1160" is hereby amended by placing:
"Medium Density Residential (R-3-A) Zone" on the subject property Lot 3, Block 1399, Oyster District, Plan VIP75559 Except Part in Plan VIP80608 as shown on Schedule 1 attached to this Bylaw.

CITATION

- (2) This bylaw may be cited for all purposes as "Town of Ladysmith Zoning Bylaw 1995, No. 1160 Amendment Bylaw (No.71), 2009, No. 1673".

READ A FIRST TIME on the 2nd day of February, 2009

READ A SECOND TIME on the 2nd day of February, 2009

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

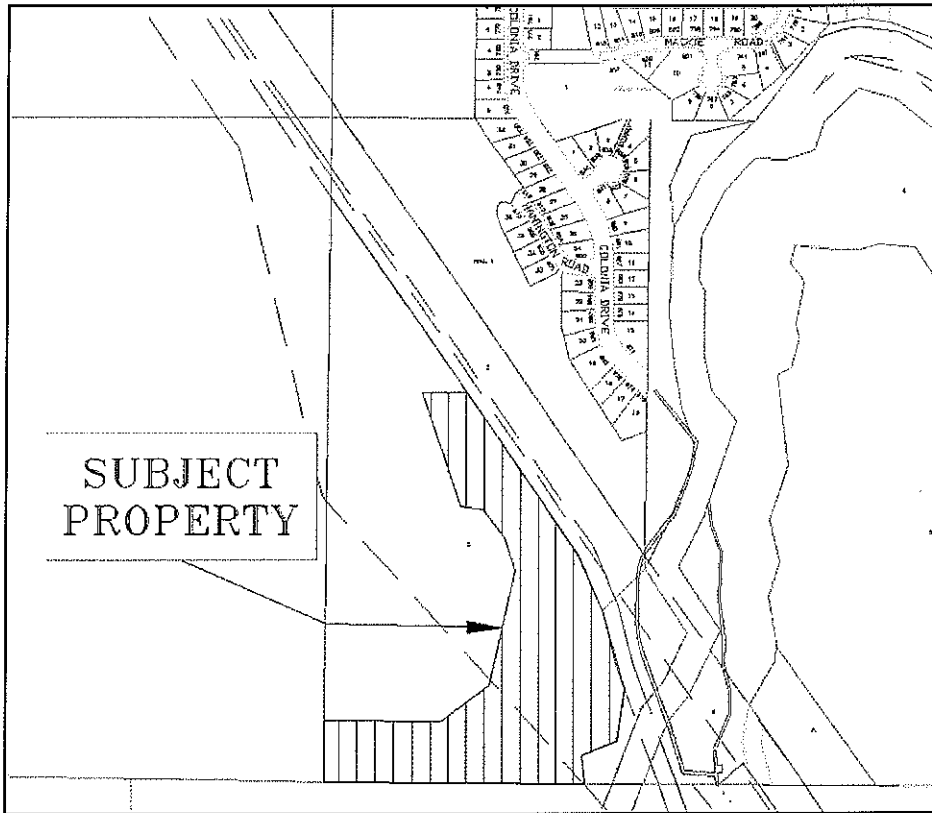
on the 2nd day of March, 2009

READ A THIRD TIME on the 2nd day of March, 2009

ADOPTED on the _____ day of _____

Mayor (R. Hutchins)

Bylaw 1673 – Schedule 1





Town of Ladysmith

STAFF REPORT

To: Ruth Malli, City Manager
From: Felicity Adams, Manager of Development Services
Date: January 12, 2009
File No: 3360-06-13

Re: OCP AND ZONING BYLAW AMENDMENT APPLICATION - UPPER HOLLAND CREEK (GPM Developments Ltd.) - Subject property: Lot 3, Block 1399, Oyster District, Plan VIP75559 Except Part in Plan VIP80608

RECOMMENDATION:

That the Government Services Committee recommends that Council:

- (a) directs staff to include in Bylaw 1672, the triangular shaped area of land located generally west of the hydro line containing Lot 3, Block 1399, Oyster District, Plan VIP75559 Except Part in Plan VIP80608 and other parcels within the Town's urban containment boundary;
- (b) amends the requirement for on-site sewerage treatment for rezoning application 3360-06-13 to a requirement for downstream sewer upgrades identified as undersized for this development and a dual (grey water reuse) system in the proposed development,
- (c) gives first and second reading to Bylaw 1672 and Bylaw 1673,
- (d) sets a Public Hearing date of March 2, 2009,
- (e) with respect to opportunities for consultation on the OCP amendment for application 3360-06-13 that Council refer Bylaw 1672 to School District #68 and review Bylaw 1672 with the Chemainus First Nation Band Council at the next joint Council meeting.

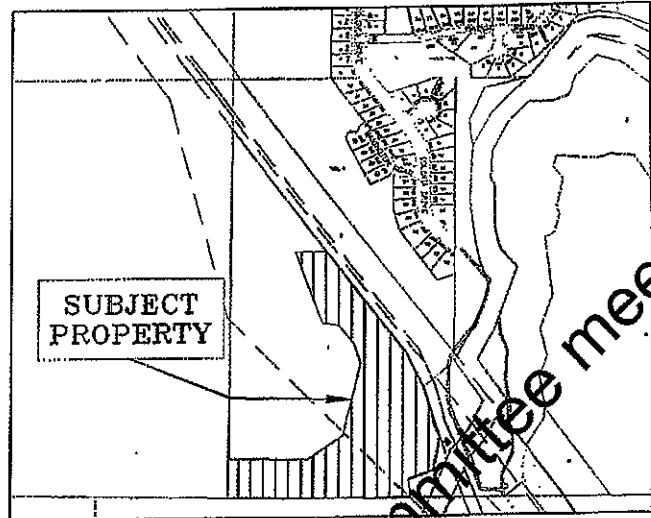
BACKGROUND / HISTORY:

Council has the authority to amend, by bylaw, the Official Community Plan and the Zoning Bylaw. Such amendments require a public hearing to be held prior to third reading of the bylaws.

The applicant is proposing to rezone the lands to Medium Density Residential (R-3-A) Zone with a maximum density of 190 units located within three 4-storey condominium apartments and 30 townhouse units.

- The apartment unit sizes range from 525 to 1150 sq.ft. and the townhouse units would be about 2000 sq.ft.

- The proposed maximum building height is 14 metres (4-storey condominium).
- 294 parking spaces would be provided (183 underground and 111 surface spaces).
- A park dedication of 2.5 acres adjacent to Holland Creek Park is proposed.
- The project is not proposed as a LEED® project, but would be built to Built Green™ standards for multi-family development.
- Rental of units would be expressly permitted within the condominium buildings.



The proposal has been considered by the Advisory Planning Commission and the Advisory Design Panel and Council has previously considered these comments. Both commissions were generally in support of the rezoning proposal.

At its meeting held August 5, 2008, Council provided direction to prepare bylaws, subject to road access being resolved to the satisfaction of the Town. Primary road access via Malone Road has now been resolved to the satisfaction of the Town.

Also at that time, Council has provided direction that the following amenities and commitments are to be secured through a covenant registered on the title of the subject property. The preparation and review of the covenant is the responsibility of the applicant. Such agreements are registered prior to final consideration of the bylaws by Council. The covenant has not yet been provided.

- 2.5 acre park dedication and development, including removal of invasive species, picnic tables, benches and trails to connect to the existing Holland Creek trail,
- Project construction to a Built Green Multi Pilot program standard,
- Rental of units expressly permitted within the condominium buildings,
- Implementation of the recommendations of the Preliminary Geotechnical Assessment by Levelton Consultants Ltd. Dated April 28, 2008,
- On-site storm water management and on-site sewerage treatment (see discussion in the next section below),
- Trolley bus stop at the site to serve the development to meet the Town's transit objectives, and
- \$80,000 amenity contribution at the time of building permit.

ANALYSIS:

Bylaw 1672 amends the Official Community Plan and Holland Creek Area Plan and Bylaw 1673 amends the Zoning Bylaw.

Bylaw 1672:

Official Community Plan Amendments

This Bylaw includes the subject property within the "urban containment boundary" that has been established in the Official Community Plan (OCP). The Bylaw also adds the subject property to Development Permit Area 4 – Multi-Family Residential (DPA4) and Development Permit Area 7 - Hazard Lands (DPA7). A development permit would be required prior to alteration of the land and construction of buildings.

Two options are presented with respect to the lands to be included within the urban containment boundary: the subject property only or the entire triangular portion of land located west of the hydro right-of-way including the subject property. It is expected that all of the lands within this area will be proposed for residential development.

Holland Creek Area Plan Amendments:

Bylaw 1672 changes the land use designation of the subject property from "Reserve" to "Multi-Family". It also deletes policy 3.1.2.11 as it would no longer be relevant if the rezoning is successful. Technical data in the plan is also updated.

Bylaw 1673:

Bylaw 1673 rezones the subject property from Single Family to Multi-Family. The Bylaw also includes two site specific amendments to permit the height of the condominium apartment buildings to be 14 metres (4 storeys) and a maximum of 190 units.

Access and Servicing:

The applicant has provided agreements from the affected property owners regarding primary road access from Malone Road to the subject property as required by Council.

Council has directed that on-site sewage treatment is to be provided. The applicant's engineers have reviewed this requirement and have made an alternate proposal to the Town to manage the sewage flows from the development through the reduction of outflows (source control) combined with improvements to the downstream capacity. The proposal is that:

1. The downstream portion of the sewer system, identified as being under-sized for this development by Herold Engineering, will be improved to provide additional sewer capacity. Latecomer's charges would apply to future development benefiting from these upgrades.
2. The developer will pay the Town the full amount of the sanitary sewer DCCs in addition to the developer paying the cost of improving downstream works.
3. The project will be built to the CHA Built Green Program which includes low flow applicants such as washing machines which would substantially reduce the flow.

Staff has reviewed and support the revised proposal, with the addition of the installation of a dual (grey water re-use) system within the proposed development.

OCP Consultation:

The *Local Government Act* requires that when an OCP is being prepared or amended that Council consider opportunities for consultation, including with the regional district, adjacent municipalities, first nations, school district and provincial and federal governments. It is recommended that Bylaw 1672 be referred to School District #68 and reviewed with Chemainus First Nation Band Council.

The applicant held a public information meeting on March 25, 2008; about 10 to 12 people attended. The applicant advises that the issues identified by the public were: stormwater management, slope stability, blasting during construction, traffic generated by the project and phasing of construction. These concerns have been addressed through the rezoning process. At the time of the public meeting, primary access from Malone Road was not yet determined. The housing options presented were favourable to several people.

I concur with the recommendation:



Ruth Mall, City Manager

ATTACHMENTS:

- Bylaws 1672 and 1673.

Reviewed at previous Government Services Committee meeting.

TOWN OF LADYSMITH

BYLAW NO. 1684

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

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

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

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

- (1) The zoning map, being 'Schedule A' to "Town of Ladysmith Zoning Bylaw 1995, No. 1160" is hereby amended by placing:

"Medium Density Residential (R-3-A) Zone" on the subject property Lot 6, District Lot 139, Oyster District, Plan 7217 (1142 Trans Canada Highway) as shown on Schedule 1 attached to this Bylaw.

CITATION

- (2) This bylaw may be cited for all purposes as "Town of Ladysmith Zoning Bylaw 1995, No. 1160 Amendment Bylaw (No. 72), 2008, No. 1684".

READ A FIRST TIME on the 6th day of April, 2009

READ A SECOND TIME on the 6th day of April, 2009

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

on the 4th day of May, 2009

READ A THIRD TIME on the 4th day of May, 2009

APPROVED by the Minister pursuant to the provisions of the Transportation Act

APPROVED UNDER THE TRANSPORTATION ACT THIS 7 DAY OF MAY, 2009.

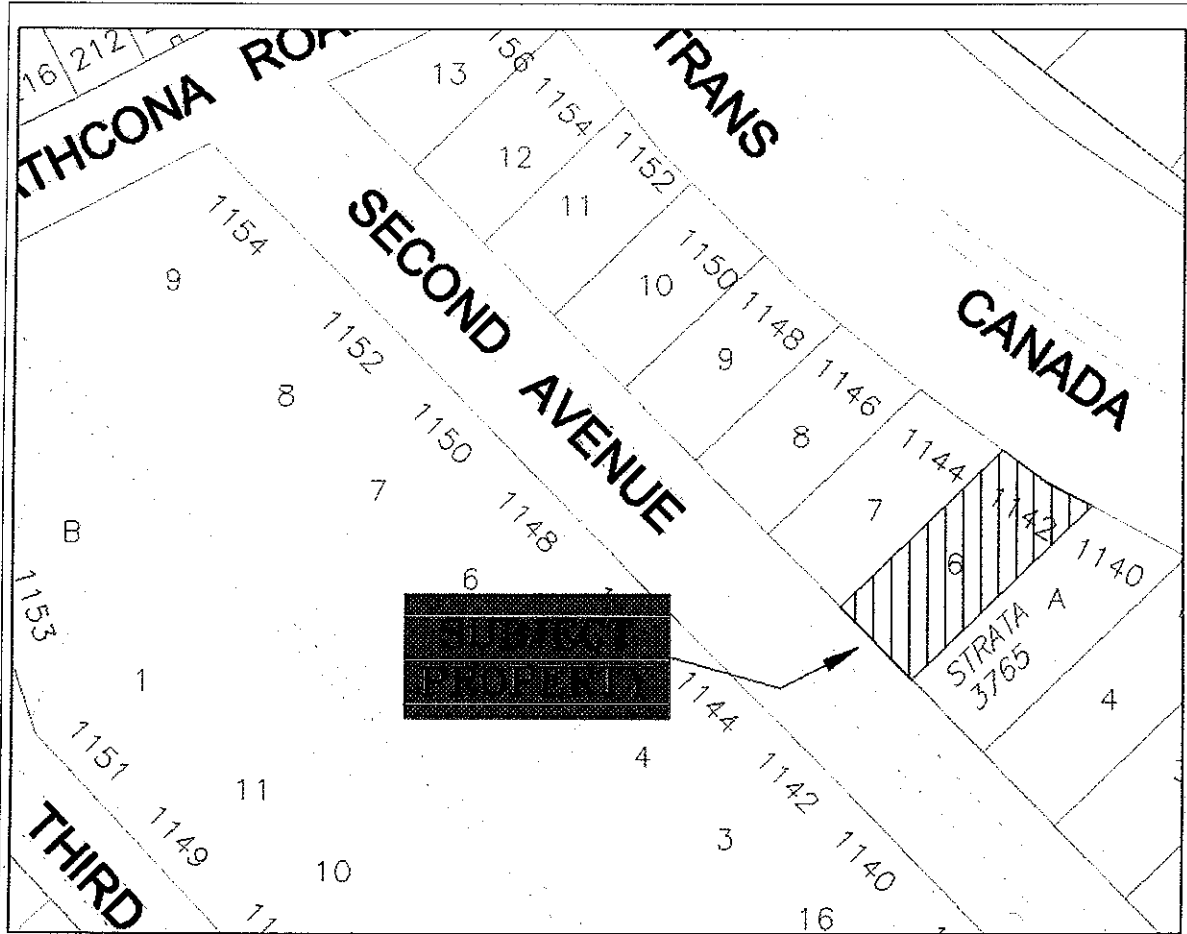
[Signature]
DISTRICT DEVELOPMENT TECHNICIAN
MINISTRY OF TRANSPORTATION AND INFRASTRUCTURE

ADOPTED on the day of

Mayor (R. Hutchins)

Corporate Officer (S. Bowden)

Bylaw 1684 – Schedule 1





Town of Ladysmith
STAFF REPORT

To: Ruth Malli, City Manager
From: Felicity Adams, Manager of Development Services
Date: March 26, 2009
File No: 3360-08-04

Re: **ZONING AMENDMENT APPLICATION: 1142 Trans Canada Highway**
Subject Property: Lot 6, DL 139, Oyster District, Plan 7217 (M. Huntjens)

RECOMMENDATION:

That Council give first and second reading to Bylaw 1684; set a public hearing date of May 4, 2009; and waive the requirement for a neighbourhood information meeting.

PURPOSE:

The purpose of this report is to provide a draft zoning amendment bylaw for the consideration of Council and to set a public hearing date.

BACKGROUND:

Council made the following resolution at its meeting on March 16, 2009:

"THAT Council directs staff to prepare a bylaw to amend the Zoning Bylaw to permit four residential units on Lot 6, DL 139, Oyster District, Plan 7217 (Huntjens 3360-08-04).

And that Council supports a land-use agreement which includes the applicant's commitment to install a water meter in each residential unit; to install 'triple glaze' windows for all windows in each unit; to use natural materials for the external façade of the units; to retain a registered landscape architect to design a comprehensive landscape plan (at the development permit stage) that encourages the use of native species and onsite tree retention, limits impermeable surfaces, and utilizes a rainwater irrigation system; and to contribute \$2000.00 towards the amenity fund."

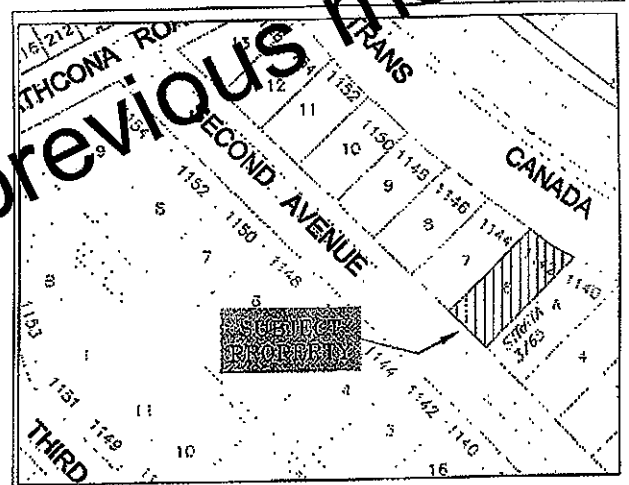
SCOPE OF WORK: n/a

ALTERNATIVES:

To require a neighbourhood information meeting prior to holding a public hearing.

FINANCIAL IMPLICATIONS: n/a

LEGAL IMPLICATIONS: n/a



Report reviewed at previous meeting.

CITIZEN PUBLIC RELATIONS IMPLICATIONS:

In October 2008 Council referred the application to the Advisory Planning Commission (APC) and Advisory Design Panel (ADP). Both the APC and ADP support the rezoning to "Medium Density Residential" (R-3-A). The ADP will further consider design at the Development Permit stage.

The Development Procedures Bylaw, Bylaw 1667, requires that rezoning applicants hold a neighbourhood information meeting 30 days prior to the holding of a public hearing. It is recommended to waive the requirement for a neighbourhood information meeting as the applicant has been proactive in discussing his intentions with adjacent neighbours and the subject parcel of land is designated for multi-family use in the Official Community Plan.

INTERDEPARTMENTAL INVOLVEMENT/IMPLICATIONS: n/a

ALIGNMENT WITH STRATEGIC PRIORITIES:

The application to rezone the subject property to multi-family use is consistent with the direction of the Official Community Plan. The applicant has committed to several green building and green site design concepts which will be secured in a covenant registered on title.

SUMMARY:

It is recommended to give 1st and 2nd readings to Bylaw 1684 and set a public hearing date to move forward the application to rezone 1142 Trans Canada Highway to permit 4 residential units.

I concur with the recommendation:

Ruth Malli

Ruth Malli, City Manager

ATTACHMENTS:

Bylaw 1684