



# TOWN OF LADYSMITH

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

MONDAY, JULY 19, 2010  
at 7:00 p.m.

## A G E N D A

### CALL TO ORDER

#### 1. AGENDA APPROVAL

#### 2. MINUTES

Adoption of the following minutes:

2.1. June 28, 2010

Page

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#### 3. BYLAWS (OCP / ZONING)

#### 4. STAFF / ADVISORY COMMITTEE REPORTS

4.1. Subject Properties: Lot A, District Lot 41, Oyster District, Plan VIP84543 and Strata Lots 1, 2 and 3, District Lot 41, Oyster District, Strata Plan VIS6497 (606 Farrell Road)

4 - 16

4.2. Covenant Terms – District Lot 108 Manufactured Home Park

17 - 18

4.3. Building Permit For Accessory Building

19 - 22

4.4. Leadership B.C. Central Vancouver Island – Final Report  
*Report is available for review in Council Chambers*

#### 5. CORRESPONDENCE

5.1. Scott Bailey, Brownfields and Program Development, Ministry of Agriculture and Lands

23 - 24

Confirmation of funding under Brownfield Renewal Funding Program

Staff Recommendation:

That the Mayor and Corporate Officer be directed to sign the contribution Agreement for the Ladysmith Northern Gateway (Lot 7/8) Brownfield Redevelopment Project, and that a letter of thanks be sent to the Minister of Agriculture and Lands.

**5.2. Dave McCallan, McCallan Construction Survey Ltd.**

Donation of time and materials to conduct golf course topographical survey.

Staff Recommendation

That a letter be written to Dave McCallan of McCallan Construction Survey expressing Council's gratitude for his donation of time and materials for the Ladysmith Golf Course topographical survey, and that a tax receipt be issued to McCallan Construction Survey for the value of the donation.

**6. NEW BUSINESS**

None

**7. UNFINISHED BUSINESS**

**8. QUESTION PERIOD**

**9. EXECUTIVE SESSION**

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

- 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;
- 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;

**ADJOURNMENT**



LADYSMITH

TOWN OF LADYSMITH  
MINUTES OF A SPECIAL SESSION OF COUNCIL  
MONDAY, JUNE 28, 2010 - 6:30 P.M.

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**MEMBERS OF COUNCIL PRESENT:**

Mayor Rob Hutchins                      Councillor Scott Bastian  
Councillor Lori Evans                  Councillor Bruce Whittington

**MEMBERS OF COUNCIL ABSENT:**

Councillor Steve Arnett              Councillor Jill Dashwood              Councillor Duck Paterson

**STAFF PRESENT:**

Ruth Malli                                  Sandy Bowden

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**CALL TO ORDER**

Mayor Hutchins called the meeting to order at 6:30 p.m.

**AGENDA APPROVAL**

Mayor Hutchins asked for Council's consideration of the following additions to the agenda:

- Contract Award - Ladysmith Sports Field Electrical Services and Sports Lighting
- Contract Award - Ladysmith Sports Field - Gravel (Stone), Concrete Forming/Reinforcement Bar Placing Quotes

2010-294

It was moved, seconded and carried that the agenda be adopted as amended.

**REPORTS**

**Cowichan Valley Regional District – Cowichan Sportsplex Funding**

2010-295

It was moved, seconded and carried that the Cowichan Valley Regional District be advised that the Ladysmith Council supports CVRD member municipalities and electoral areas participating in a new service to requisition a maximum of \$100,000 per annum to assist with funding the Cowichan Sportsplex.

2010-296

It was moved, seconded and carried that the Cowichan Valley Regional District be advised that if all CVRD member municipalities and electoral areas are not supportive of participating in a new service to requisition a maximum of \$100,000 per annum to assist with funding the Cowichan Sportsplex, until such a time as the

regional recreation model is adopted, that funding for the Sportsplex continue as a grant-in-aid.

**Contract Award – District Lot 108 Ladysmith Sports Field Electrical Services and Sports Lighting**

2010-297

It was moved, seconded and carried that the contract for electrical services and sports lighting for District Lot 108 sports field to be located on District Lot 108 be awarded to Houle Electric Limited for \$226,500 plus HST.

**Contract Award – District Lot 108 Ladysmith Sports Field - Gravel (Stone), Concrete Forming/Reinforcement Bar Placing Quotes**

2010-298

It was moved, seconded and carried that the following contracts for gravel, concrete forming/placing, and rebar supply and installation for the District Lot 108 sports field be awarded as noted:

- Gravel Supply - Island Aggregates - \$47,882.50 plus tax
- Concrete Forming/Placing - Pacific Concrete Solutions - \$28,700 plus tax
- Rebar Supply and Installation - Harris Rebar - \$8,564.91 plus tax

**EXECUTIVE SESSION**

2010-299

It was moved, seconded and carried that this meeting retire into Executive Session at 7:00 p.m., pursuant to Section 90(1) of the Community Charter to consider the following items:

- labour relations or other employee relations;
- litigation or potential litigation affecting the municipality;
- discussions with municipal officers and employees respecting municipal objectives, measures and progress reports for the purposes of preparing an annual report under section 98 [*annual municipal report*]

**RISE AND REPORT**

Council rose from the Executive Session of Council without report.

**ADJOURNMENT**

2010-300

It was moved, seconded and carried that this session of Council be adjourned at 8:10 p.m.

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Mayor (R. Hutchins)

CERTIFIED CORRECT

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Corporate Officer (S. Bowden)

Subject to Adoption



Town of Ladysmith  
**STAFF REPORT**

To: Ruth Malli, City Manager  
From: Felicity Adams, Director Development Services  
Date: July 15, 2010  
File No: 3360-05-02

Re: Subject Properties: Lot A, District Lot 41, Oyster District, Plan VIP84543 and Strata Lots 1, 2 and 3, District Lot 41, Oyster District, Strata Plan VIS6497 (606 Farrell Road)

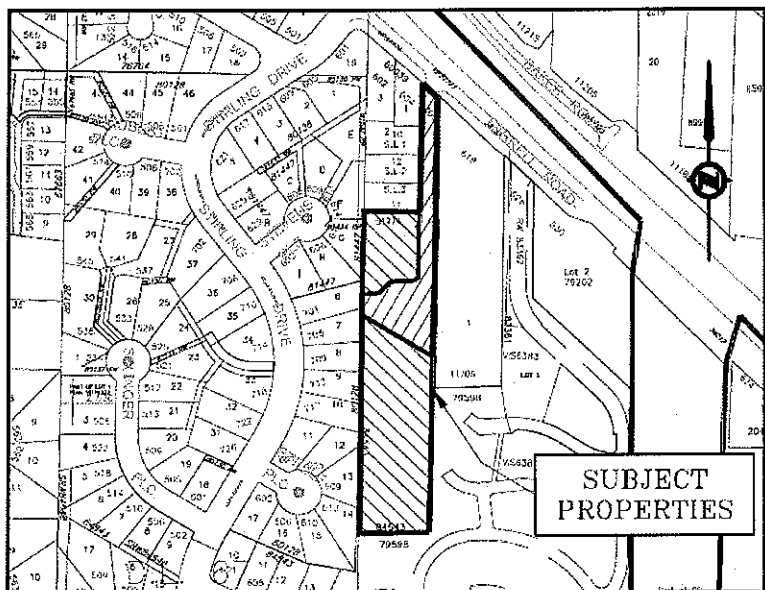
**RECOMMENDATION(S):**

If Council wishes to consider the replacement of covenant EX60846 from the titles of the properties at 606 Farrell Road (Lot A, District Lot 41, Oyster District, Plan VIP84543 and Strata Lots 1, 2 and 3, District Lot 41, Oyster District, Strata Plan VIS6497), it is recommended that the applicant demonstrate that they have notified the adjacent neighbours of their intent to remove or replace the covenant and include with the notification a development concept for the properties at 606 Farrell Road which demonstrates the full potential of the Medium Density Residential (R-3-A) zone.

Following the above process, it is recommended that Council then consider if it wishes to support the replacement of covenant EX60846 with a new covenant which specifies multi-family design guidelines that will guide the form of development on Lot A, District Lot 41, Oyster District, Plan VIP84543 (except part in Strata Plan VIS6497) and Strata Lots 1, 2 and 3, District Lot 41, Oyster District, Strata Plan VIS6497, subject to the applicant placing easements on the titles of Lot 1, 2 and 3, Strata Plan VIS6497 to improve access to the two portions of Lot A, District Lot 41, Oyster District, Plan VIP84543; AND, with Council support, that the Mayor and Corporate Officer be authorized to sign the required documents to replace the covenant EX60846.

**PURPOSE:**

To consider a request from Ms. Darlene Kelt (as well as the owner of strata unit 3, Mr. Carleton) who wishes to remove or replace covenant EX60846 from the certificate of titles for the lands at 606 Farrell Road.



#### INTRODUCTION/BACKGROUND:

The subject properties are located in South Ladysmith at 606 Farrell Road. The total area of the subject properties is 1.09 hectares (Lot A, VIP84543 is 0.8 ha and VIS6497 is 0.3 ha). Currently a renovated building with three residential strata units exists on VIS6497 and the remaining portions of the property are vacant.

In 2005 Ms. Kelt completed an Official Community Plan amendment and rezoning process with the Town of Ladysmith in which the subject properties were designated as 'Multi-Family Residential' and were zoned to the 'Medium Density Residential Zone (R-3-A)'. As part of the rezoning process covenant EX60846 was registered on the certificate of titles for the land. In general, the purpose of the covenant was to give the Town the ability to control the form of development that was to occur on the site (see attached Schedule A: Covenant EX60846).

#### SCOPE OF WORK:

At the time the applicant submitted the rezoning proposal her intentions were to build 15 residential strata units. However, the R-3-A zoning permits a density of 37 units per hectare, such that a potential 29 residential units could be considered for Lot A, VIP84543. Ms. Kelt did not proceed with the 15 unit strata development and she now wishes to sell the land. Due to the particular nature of covenant EX60846 there is a level of uncertainty for a potential purchaser about what can be done with the land, thus Ms. Kelt is requesting that the covenant be removed or replaced (see Schedule A: Darlene Kelt Letter - June 21, 2010 ).

#### ALTERNATIVES:

The options presented to Council for consideration are:

- 1) That Council only consider replacement of covenant EX60846 after the applicant notifies the adjacent neighbours of their intent to remove or replace the covenant and provide to the neighbours a development concept for the properties at 606 Farrell Road which demonstrates the full potential of the Medium Density Residential (R-3-A) zone; OR
- 2) That Council support replacing covenant EX60846 with a new covenant that contains clearer development guidelines. The multi-family development guidelines outlined in Schedule C (attached) could be included in a new covenant for the subject properties.

Also, staff recommends taking this opportunity to require that the applicant provide easements to secure access to the two portions of Lot A, VIP84543.

#### FINANCIAL IMPLICATIONS:

The owner of the subject properties, Ms. Kelt, will bear the costs associated with the actions listed in Options 1 and 2 above.

#### LEGAL IMPLICATIONS:

Covenant EX60846 was placed on the title of the properties due to a rezoning of the lands that occurred in 2005, thus it is not recommended to remove the covenant EX60846 without public notification and/or without replacing the covenant.

CITIZEN/PUBLIC RELATIONS IMPLICATIONS:

Notification and a public hearing occurred in 2005 to rezone the subject properties to Medium Density Residential (R-3-A).

INTERDEPARTMENTAL INVOLVEMENT/IMPLICATIONS:

Ms. Kelt's request was presented to the Director of Public Works and Director of Parks, Recreation, and Culture for comment.

RESOURCE IMPLICATIONS:

Processing land related requests is a function of the Development Services Department. Processing this request is within available staff resources.

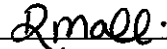
ALIGNMENT WITH STRATEGIC PRIORITIES:

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

SUMMARY:

The properties at 606 Farrell Road were rezoned in 2005 to Medium Density Residential (R-3-A). As part of that rezoning a covenant was registered on title. The owner, Ms. Kelt, is requesting that covenant EX060846 be removed from the certificate of title.

I concur with the recommendation.



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Ruth Malli, City Manager

ATTACHMENTS:

Schedule A: Darlene Kelt Letter - June 21, 2010

Schedule B: Covenant EX060846

Schedule C: Design Guidelines for Multi-family Developments (for replacement covenant)



RECEIVED  
JUN 21 2010

Darlene Kelt  
#11-606 Farrell Road  
Ladysmith, BC  
V9G 1W9

Town of Ladysmith  
Development Services Department  
132C Roberts Street  
Ladysmith BC

June 21, 2010

**ATTENTION: LISA BRINKMAN, PLANNER**

Dear Ms Brinkman

I am the owner of the following properties:

606 Farrell Rd: Lot A, Plan VIP84543, Dist Lot 40, Oyster Land District, except Plan VIS6497 (Phase 1)  
PID027-432-076

#11-606 Farrell Rd: Strata Lot 3, Plan VIS6497, Dist Lot 41, Oyster Land Dist., PID 027-432-823

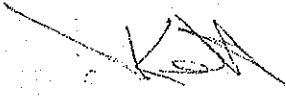
#10-606 Farrell Rd. Strata Lot 1, Plan VIS6497, Dist Lot 41, Oyster Land Dist., PID 027-432-807

My original plan was to develop the lower part of the property with strata units and keep 1.1 acres of property at the top for my own home. At that time the Town proposed a Restrictive Covenant be placed on the property. As I did not wish to build out to the fullest amount allowed under the zoning I readily agreed.

Due to the recession and considerably more stringent lending policies I am unable to continue with the project and wish to sell the land. I believe that the interests of not only the town, but that of my neighbours would be best served by selling the property to a new owner with the financial resources to complete the project to a high standard befitting the area. The ease with which I could sell the property is greatly reduced with the aforementioned Restrictive Covenant in place. The true value of the land to a buyer correlates directly with the number of units. With the limitations of this covenant in place, the value to a prospective purchaser decreases significantly. I am therefore requesting that due to financial hardship and in the best interest of all concerned, that the covenant be removed.

Thank you for your attention to this matter.

Yours truly

  
Darlene Kelt  
250-245-5295

Schedule A - Darlene Kelt Letter - June 21, 2010  
3360-05-02

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

26 MAY 2005 10 11

EX060846

GENERAL DOCUMENT - PART-1

(This area for Land Title Office use)

Page 1 of 7 pages

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

P. Durban, Manager of Corporate Services  
Town of Ladysmith, PO Box 220  
Ladysmith, B.C. V9G 1A2

Telephone: 245-6400

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

(PID)

(Legal Description)

017-026-351 and 017-026-369

Lot 1 & 2, District Lot 41, Oyster District, Strata Plan VIS2063  
(11226 Farrell Road)

3. Nature of Interest: \*

Document Reference:

Person Entitled to Interest:

Description

(page and paragraph)

Section 219 Covenant

ENTIRE INSTRUMENT

Transferee

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

02 05/05/26 10:11:50 02 VI 635762  
CHARGE \$64.75

(a) Filed Standard Charge Terms

D.F. No.

(b) Express Charge Terms

Annexed as Part 2

(c) Release

There is no Part 2 of this instrument

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

5. Transferor(s): \*

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

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

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

7. Additional or modified terms: \*

N/A

Schedule B - Covenant EX060846  
3360-05-02

Land Title Act  
FORM C  
(Section 219)  
Province of British Columbia  
GENERAL INSTRUMENT - PART 1

(This area for Land Title Office use)

Page 2 of 7 pages

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

Officer Signature(s)

Execution Date

Transferor's signature(s)

1/B. Robson      2005/04/18  
Name

DARLENE KELT

[Signature]

**DOUGLAS B. ROBSON**  
BARRISTER & SOLICITOR  
22 High Street Box 1890  
Ladysmith, B.C. V8G 1B4  
Tel: (250) 245-7141

[Signature]  
Name

2005/04/20

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

TOWN OF LADYSMITH by its authorized signatories:

[Signature]  
Mayor: ROBERT HUTCHINS

[Signature]  
Manager of Corporate Services: PATRICIA DURBAN

(as to both signatures)

OFFICER CERTIFICATION:

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

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

**TERMS OF INSTRUMENT - PART 2**  
**SECTION 219 DEVELOPMENT COVENANT**

THIS AGREEMENT dated for reference APRIL 20, 2005 is

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

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

**GIVEN THAT:**

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

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

**No Development or Subdivision**

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

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

**Exception To Section 1**

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

**Approval of Specifications**

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

**Regulation of Building On the Land**

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

**Municipality's Representative**

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

**Indemnity**

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

**No Liability in Tort**

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

**No Obligations on Municipality**

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

**No Effect On Laws or Powers**

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

**Covenants Runs With the Land**

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

**Registration**

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

**Waiver**

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

**Severance**

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

**No Other Agreements**

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

**Enurement**

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

**Further Acts**

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

**Deed and Contract**

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

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

END OF DOCUMENT



## **Schedule C: Design Guidelines for Multi-family Developments**

In 2008 the Town of Ladysmith completed an 'experienced-driven' community planning "Visioning" process which identified a sustainability strategy for the Town and identified a preferred character for the community. The "Design Guidelines" and "Green Building Guidelines" listed below are consistent with the Official Community Plan (Bylaw 1488) and are intended to guide the form of multi-family development towards the Ladysmith vision.

### **Multi-Family Development Design Guidelines**

The objectives of the 'Multi-family Development Design Guidelines' are to ensure that site planning and architectural elements are of a human scale and create a sense of neighbourhood identity through a coherent architectural language with regard to form, site orientation, landscaping, and streetscape elements (Ladysmith: A Community Vision for a Sustainable West Coast Town – Appendix 1: Public Preference Handbook). The following guidelines apply to multi-family development.

- The scale, bulk, mass, character shape and form of new development should relate positively to neo-heritage, eco-responsive, and Pacific North West architectural character, which is expressed through the following features.
  - The exterior design of individual residential units and clusters of residential units should include façade modulation, attractive window patterns, roof line changes, alternating dormers, gables, stepped roofs, building plane material changes, and variations in colour.
  - Street front porches and patios are encouraged as architectural features and useable private outdoor space.
  - The front building elevation should not be dominated by the garage.
  - Windows, decks and balconies and landscape design shall respect privacy, sunlight exposure and views/privacy of neighbouring properties.
  - Exterior building design elements, details, and materials should create a well-proportioned and unified building form.
  
- Site planning should demonstrate urban site design elements, including consideration of:
  - Homeowner privacy, avoiding the casting of shadows on private outdoor space, and allowing for an engaging street presence.
  - Usable, attractive and well integrated public space networks.
  - Parking areas of smaller groupings of clustered parking, and landscape design including automobile to pedestrian pathways and alternative storm water management.
  - Buildings oriented towards a public road.
  - Avoiding side by side placement of identically designed homes.

### **Multi-Family Development Green Building Guidelines**

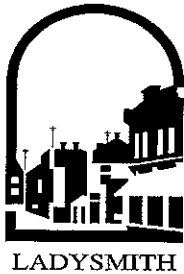
The objectives of the 'Green Building Guidelines' are to promote sustainable development which strives to reduce energy consumption, water and material use, and reduces impacts to the sites and ecosystems in which they are located (Ladysmith: A Community Vision for a Sustainable West Coast Town – Strategy #3).

Multi-family developments should consider a combination of the following green features:

- **Water Conservation:** In each individual unit install water meters, low flow plumbing fixtures, and supplement irrigation systems with rain water collection systems.
- **Landscape Design:** Use native and drought tolerant plants; manage stormwater on-site, include an opportunity for a community garden; provide pedestrian trail

linkage opportunities; use permeable driveways and walkways where possible to reduce surface run-off and to enhance landscaped areas; and use rainwater collection to supplement irrigation.

- **Energy Conservation:** Demonstrate commitment to 'Energy Star Canada' building standards with regards to selecting an energy efficient heating and cooling system; energy efficient windows, patios, and doors; and energy efficient insulating of the walls and ceiling.



Town of Ladysmith  
**STAFF REPORT**

To: Ruth Malli, City Manager  
From: Felicity Adams, Director of Development Services  
Date: July 9, 2010  
File No: 2260 - LMF

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Re: COVENANT TERMS - DL 108 MANUFACTURED HOME PARK

RECOMMENDATION(S):

That Council direct staff to amend the terms of the Section 219 covenant to be registered on proposed Lot 4, DL 108, so that the monthly rental for a 40 foot manufactured home lots available to an Ivy Green resident in the first year of tenancy is \$350 per month and that the rents may vary proportionally based on the manufactured home lot area.

PURPOSE:

The purpose of this report is to seek direction from Council regarding the monthly rental charge at the new manufactured home park under the terms of the s. 219 covenant.

INTRODUCTION/BACKGROUND:

As directed by Council, the current terms of the covenant are a monthly rental of \$350, plus utilities. Now that the manufactured home park is being designed varying lot sizes are being provided from 35 foot to 50 foot, as some of the units/additions are wider and require additional space. The new owner has provided \$350 as the rent for the 40 foot lot. This information was not available when the covenant terms were originally prepared. The owner has requested an amendment to the covenant.

SCOPE OF WORK:

Staff would advise legal counsel to amend the covenant prior to registration on the land title. An amendment agreement may be required.

ALTERNATIVES: That Council provide additional direction.

FINANCIAL IMPLICATIONS:

The proposed rents range from just over \$300 to just under \$500, per month. The average rent is less than \$350.

LEGAL IMPLICATIONS: The covenant would require amendment.

CITIZEN/PUBLIC RELATIONS IMPLICATIONS: N/A

INTERDEPARTMENTAL INVOLVEMENT/IMPLICATIONS: The Director of Corporate Services will provide direction to legal counsel.

RESOURCE IMPLICATIONS:

N/A

ALIGNMENT WITH STRATEGIC PRIORITIES:

Affordable housing – manufactured home park is one of Council’s Top 25 strategic priorities.

SUMMARY:

Detailed information is now available regarding the sizes of lots for Ivy Green residents at the new manufactured home park. The lots range in size and a range of monthly rents is proposed by the new owner. Staff recommends amending the covenant terms.

I concur with the recommendation.

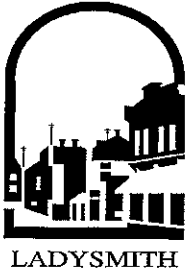
*R. Malli*

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Ruth Malli, City Manager

ATTACHMENTS:

“None”.



Town of Ladysmith  
**STAFF REPORT**

To: Council  
From: Ruth Malli, City Manager  
Date: July 14, 2010  
File No:

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Re: **BUILDING PERMIT FOR ACCESSORY BUILDING**

**RECOMMENDATION(S):**

It is recommended that Council withhold approval of the building permit application for an accessory building at 123 Forward Road for a further 60 days, per section 929 of the Local Government Act.

**PURPOSE:**

The purpose of this recommendation is to ensure that the Town is in compliance with section 929 of the Local Government Act, which covers applications for permits and licences that conflict with bylaws in preparation.

**INTRODUCTION/BACKGROUND:**

At its Regular Meeting on July 5, 2010, Council considered a building permit application for an accessory building at 123 Forward Road (staff report attached.) Council passed the following resolutions after consideration of the application:

*It was moved, seconded and carried that Council identify a conflict between the maximum gross floor area permitted under Town of Ladysmith Zoning Bylaw 1995, No. 1160, Amendment Bylaw (No. 82), No. 1727 and the application for a building permit at 1232 Forward Road submitted by Rob and Gayla Hunter, received on June 22, 2010*

*It was moved, seconded and carried that Council withhold the building permit for an accessory building at 1232 Forward Road.*

The Local Government Act states that Council may withhold approval for 30 days from the time an application is received for a permit under a bylaw that is in preparation. Within that 30-day period, council must consider the application and can either direct that the permit be withheld for a further 60 days, or grant the permit, but impose conditions on it that would be in the public interest, taking into account the proposed bylaw.

Within that 60 day period, Council must adopt the proposed Bylaw (in this case, proposed Bylaw 1727, Accessory Buildings.) It is staff's intent to bring this bylaw forward for approval prior to September 18 (the end of the 60 day period.)

**SCOPE OF WORK:**

Not applicable.

ALTERNATIVES:

Council can choose to approve the building permit application, Council can put certain conditions on approval of the application, or Council can withhold its approval of the building permit application for a further 60 days.

FINANCIAL IMPLICATIONS:

Should Council fail to adopt the proposed Bylaw 1727 Bylaw by September 18, 2010, compensation could be claimed by the building permit applicant.

LEGAL IMPLICATIONS:

This step is recommended in order to comply with the Local Government Act.

CITIZEN/PUBLIC RELATIONS IMPLICATIONS:

Due to the proposed amendments to the Accessory Building bylaw, this is a fairly high-profile issue at present time.

INTERDEPARTMENTAL INVOLVEMENT/IMPLICATIONS:

The town's solicitor is working with the Development Services, Public Works and Corporate Services departments on this matter.

RESOURCE IMPLICATIONS:

None.

ALIGNMENT WITH STRATEGIC PRIORITIES:

This is aligned with Strategic Direction B, Effective Land Use Planning and Community Design.

SUMMARY:

Council is required to consider for a second time the building permit application for an accessory building at 123 Forward Road, and to determine whether to approve the application, approve it with conditions, or withhold approval until it has passed proposed Bylaw 1727, Accessory Buildings.

ATTACHMENTS:

Staff Report dated June 28, 2010.



## Town of Ladysmith

### **STAFF REPORT**

To: Ruth Malli, City Manager  
From: Joe Friesenhan, Director of Public Works  
Date: June 28, 2010  
File No:

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Re: **ACCESSORY BUILDING – 123 FORWARD ROAD**

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

It is recommended that Council identify a conflict between the maximum gross floor area permitted under Town of Ladysmith Zoning Bylaw 1995, No. 1160, Amendment Bylaw (No. 82), No. 1727 and the application for a building permit at 1232 Forward Road submitted by Rob and Gayla Hunter, received on June 22, 2010; and,

It is recommended that Council withhold the building permit for an accessory building at 1232 Forward Road.

#### **PURPOSE:**

To obtain Council decision for an accessory building at 123 Forward Road

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

At the regular Council Meeting on June 7, 2010, Council gave first and second reading to Amendment Bylaw 1727, Accessory Buildings. Pursuant to the Local Government Act, any application for an accessory building received prior to final adoption of the bylaw must come before Council for approval.

On June 22, an application was received for an accessory building at 123 Forward Road. The application meets the requirements of the present bylaw but does not meet the requirements of the proposed bylaw.

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

The proposed bylaw amendment allows for a total of 538 square feet or 50 square metres for an accessory building. The attached application requests an accessory building that is 1008 square feet or 93.6 square metres. The application meets the height requirements of the amendment bylaw.

#### **ALTERNATIVES:**

1. Council can choose to withhold the building permit
2. Council can choose to approve the application as received

3. Council can choose to approve the application subject to altering the plans to meet the proposed bylaw amendment

FINANCIAL IMPLICATIONS:

LEGAL IMPLICATIONS:

CITIZEN/PUBLIC RELATIONS IMPLICATIONS:

INTERDEPARTMENTAL INVOLVEMENT/IMPLICATIONS:

RESOURCE IMPLICATIONS:

ALIGNMENT WITH STRATEGIC PRIORITIES:

SUMMARY:

Council has given first and second reading to Amendment Bylaw 1727, Accessory Buildings. The Local Government Act requires that all applications received between introduction and adoption must go to Council. An application was received for an accessory building at 123 Forward Road which meets the requirements of the present bylaw but does not meet the requirements of the proposed amendment bylaw.

I concur with the recommendation.

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Ruth Malli, City Manager

ATTACHMENTS:





BRFP - Northern Gateway  
(Lot 7/8)

S

June 30, 2010

File: 26250-20-BRFP-LANG  
Intake: 10-01

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

JUL - 6 2010

Dear Ms. Adams:

The Ministry of Agriculture and Lands is pleased to award funding to the Town of Ladysmith from the Brownfield Renewal Funding Program.

The Ladysmith Northern Gateway (Lot 7/8) Brownfield Redevelopment Project is eligible to receive up to \$ 14,436.50 as outlined in the table below:

Eligible Activities for Funding	Total Cost	Total Eligible
a. Application Preparation	\$1,140	\$114
b. Preliminary Site Investigation I	\$5,800	\$4,930
c. Preliminary Site Investigation II	\$11,050	\$9,392.5
<b>TOTAL (does not include GST and HST)</b>		<b>\$14,436.5</b>

Attached are two copies of the *Contribution Agreement* that outline details related to the funding. Please review the document thoroughly to ensure that the legal name and other information are correct. Sign and return both copies to my attention. We will send a copy back to you for your records.

To receive funding, please submit invoices as per the instructions provided in the attached *Brownfield Renewal Funding Program Invoice Submission Package*. Reimbursement will not exceed the amount shown on the paid invoice.

Page 2

Thank you for applying to the BC Brownfield Renewal Funding Program. We are looking forward to working with you. If you have any further questions, please contact Virginia Holden at (250) 387-3707.

Sincerely,

A handwritten signature in black ink, appearing to read 'S. Bailey', written over a horizontal line.

Scott Bailey  
Manager, Brownfields and Program Development

Attachments: Two copies of the *Contribution Agreement* and  
*The Brownfield Renewal Funding Program Invoice Submission Package*.

Donation

June 30, 2010

JUL -6 2010

To: Joe Freisenhand, Director of Public Works

Re: Ladysmith Golf Course Survey

Joe, attached Invoice # 1500 is for the Golf Course Topographical Survey and Contour staking. In the Spirit of Community Volunteers who have developed this Jewel in our Town's midst and to help Celebrate the Course's Birthday, McCallan Construction Survey Ltd. would like to donate the Time and Materials shown on this Invoice.

Best Regards: Dave McCallan, ASCT, RSIS

McCallan Construction Survey Ltd.  
PO Box 981, Ladysmith, B.C., V9G1A7  
Tel. 250-245-7650

McCallan Construction Survey Ltd.  
PO Box 981, Ladysmith, B.C., V9G1A7  
Tel. 250-245-7650



**MCCALLAN CONSTRUCTION SURVEY LTD.**

Box 981, Ladysmith, BC V9G 1A7  
 TEL: 250-245-7650 • MOBILE 250-755-9961  
 E mail mcsurvey@talus.net

**INVOICE FOR LABOUR, MATERIAL AND EQUIPMENT FURNISHED BY MCS UNDER GENERAL CONDITIONS OF CONTRACT**

CLIENT: Town of Ladysmith ADDRESS: Po Box 220 Date: June 30/10  
 JOB: D22/10/ Golf Course LADYSMITH, B.C. P.O. # \_\_\_\_\_  
V9G 1A7 Status: \_\_\_\_\_

In Progress  
 Complete

**1. LABOUR**

Classification	No. of Workmen	Total Hours		Rate		Amount
		S.T.	O.T.	S.T.	O.T.	
<u>SURVEYOR</u>	<u>1</u>	<u>16.0</u>		<u>60.00</u>		<u>960.00</u>
<u>RODMAN</u>	<u>1</u>	<u>14.0</u>		<u>40.00</u>		<u>560.00</u>

**2. MATERIAL** -- supplied and incorporated in Work. (attach invoices where applicable) Sub Total: 1520.00

Item	Quantity	Price	Amount

Sub Total: 0

**3. EQUIPMENT**

Item	Equipment No.	Hours	Rate	Amount
<u>Wind Tachy Total Station</u>	<u>1</u>	<u>14.0</u>	<u>10.00</u>	<u>140.00</u>
<u>clw DATA COLLECTOR</u>	<u>2</u>	<u>14.0</u>	<u>10.00</u>	<u>140.00</u>
<u>CRUISE VEHICLE (w/ fuel)</u>	<u>3</u>	<u>2.0</u>	<u>10.00</u>	<u>20.00</u>
<u>OFFICE: Comp. Printer, Mouse</u>				
<u>Civil 3D 2011</u>				

Sub Total: 300.00  
 TOTAL: 1820.00  
 G.S.T: 91.00  
 Amount Due This Invoice: 1911.00

**MCCALLAN CONSTRUCTION SURVEY LTD.**  
 P.O. Box 981  
 Ladysmith, BC V9G 1A7  
 Tel: 250-245-7650  
 GST # 871566709

*DONATION  
 FOR GOLF COURSE  
 VEGETATION.*

(Contractor)

REMARKS: TOPOG SURVEY OF PAVING, EXISTING CULVERT AND FILL/BERM/WALKWAY FOR 7<sup>th</sup> FAIRWAY AND STAKE 28.0m CONTOUR LINE.