



TOWN OF LADYSMITH

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

MONDAY, SEPTEMBER 20, 2010
at 7:00 p.m.

A G E N D A

Page

CALL TO ORDER

1. AGENDA APPROVAL

2. DELEGATION

None

3. PROCLAMATIONS

3.1 Mayor Hutchins has proclaimed:

- September 27 to October 1, 2010 as "Right to Know Week"
- November 14 to 21, 2010 as "Restorative Justice Week"

In the Town of Ladysmith

4. MINUTES

Adoption of the following minutes:

4.1. September 7, 2010

1 - 6

4.2. September 13, 2010

7 - 8

5. BYLAWS (OCP / ZONING)

None

6. STAFF / ADVISORY COMMITTEE REPORTS

6.1. Strata Conversion Covenant (218 Bayview Avenue)

9 - 13

7. CORRESPONDENCE

8. BYLAWS

- 8.1. Town of Ladysmith Housing Agreement Bylaw 2010, No. 1739**
May be adopted

14 - 19

9. NEW BUSINESS

10. UNFINISHED BUSINESS

- 10.1. Ladysmith Building and Plumbing Bylaw 1994, No. 1119, Amendment Bylaw 2010, No. 1740**

20

Council will recall that Bylaw No. 1740 was given three readings at the Council meeting held on September 7, 2010. Mayor Hutchins has requested Council's consideration of the following resolution:

That Staff be directed to amend Bylaw No. 1740 to (1) exempt from the requirement to pay a security deposit and (2) reduce the building relocation permit fee to \$25 for those who wish to apply for a permit to move a mobile home currently located within the Town of Ladysmith to a new site within the Town of Ladysmith, where the move is necessary to permit the relocation of a mobile home because of a termination of the site use agreement for the original site, and the relocation will permit the continuation of a supply of affordable housing.

11. QUESTION PERIOD

12. EXECUTIVE SESSION

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

- the acquisition, disposition or expropriation of land or improvements, if the council considers that disclosure could reasonably be expected to harm the interests of the municipality;
- the receipt of advice that is subject to solicitor-client privilege, including communications necessary for that purpose;

ADJOURNMENT



LADYSMITH

TOWN OF LADYSMITH
MINUTES OF A REGULAR SESSION OF COUNCIL
TUESDAY, SEPTEMBER 7, 2010 - 7:00 P.M.

COUNCIL MEMBERS PRESENT:

Mayor Rob Hutchins
Councillor Jillian Dashwood
Councillor Bruce Whittington

Councillor Steve Arnett
Councillor Lori Evans

Councillor Scott Bastian
Councillor Duck Paterson

STAFF PRESENT:

Ruth Malli
Joanna Winter

Sandy Bowden

Felicity Adams

CALL TO ORDER

Mayor Hutchins called the meeting to order at 7:03 p.m.

AGENDA APPROVAL

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

- 7.8 Lot 108 Field Development Service Facilities
- 7.9 Island Coastal Economic Trust – Stage One Application
- 10.1 Letter of Support for Ladysmith Maritime Society

2010-385

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

MINUTES

2010-386

It was moved, seconded and carried that the Council Meeting minutes of August 13, 2010 and Special Council Meeting minutes of August 24 and 30, 2010 be adopted as circulated.

**COUNCIL COMMITTEE
REPORTS**

Mayor Hutchins made a presentation to Council on the activities and priorities of the Cowichan Communities Health Network. Council thanked Mayor Hutchins for his presentation and for the valuable work of the Network.

2010-387

It was moved, seconded and carried that the Economic Development Commission be requested to review recreational seasonal campsite opportunities in the Ladysmith area.

2010-388 It was moved, seconded and carried that a letter of thanks and congratulations be sent to the organizers of Arts on the Avenue 2010.

Government Services Committee Recommendations from the meeting of August 16, 2010

2010-389 It was moved, seconded and carried that:

- a) Staff be directed to implement the Trolley Advertising program as proposed
- b) Advertising at Trolley stops be referred to the Heritage Revitalization Advisory Commission for input; and
- c) Staff be directed to review the Sign and Canopy Bylaw and propose amendments, if required, to accommodate the placement of advertising signage at trolley stops

2010-390 It was moved, seconded and carried that a letter be written to the Minister responsible for Census Canada requesting that the mandatory long census form be reinstated for the 2011 census.

2010-391 It was moved, seconded and carried that staff be requested to report back to Council with recommendations regarding a possible public process for a review of the sign bylaw with respect to issues related to sandwich board signs.

Councillor Evans requested that the participation of the Stz'uminus First Nation on the Heritage Revitalization Committee be discussed at an upcoming joint meeting of the SFN and TOL Councils.

**STAFF / ADVISORY
COMMITTEE REPORTS**

Covenant EX60846 and Multi-family Developments - 606 Farrell Road (3360-05-02)

2010-392 It was moved, seconded and carried that Council not support the removal or replacement of covenant EX60846 from the titles of the properties at 606 Farrell Road (Lot A, District Lot 41, Oyster District, Plan VIP84543 and Strata Lots 1, 2 and 3, District Lot 41, Oyster District, Strata Plan VIS6497).

Development Cost Charge (DCC) Review - Rate Options

2010-393 It was moved and seconded and carried that Council adopt the Development Cost Charge rates as outlined in Option 7 of the memorandum from Leftside Partners Inc. and Neilson-Welch Consulting Inc., dated August 26, 2010.

2010-394 It was moved, seconded and carried that staff be directed to prepare a bylaw to provide for rebate or waiver options for commercial and residential development in the Downtown

Specified Area.

2010-395 It was moved, seconded and carried that staff be directed to prepare a bylaw to provide for development cost charge rebates for developments with low environmental impact.

2010-396 It was moved, seconded and carried that staff be directed to proceed with stakeholder consultation on Development Cost Charges.

**Development Permit - 524 First Avenue - AYPQ
Architecture (2060-10-07)**

2010-397 It was moved, seconded and carried that Council support in principle Development Permit 3060-10-07 to permit a second storey addition at 524 First Avenue (Parcel A (DD391128I) of Lot 3, Block 27, D.L. 56, Oyster District, Plan 703) and reduce the required parking from two spaces to one space, subject to a timely review by the Heritage Revitalization Advisory Commission.

Tree Canada / BC Hydro Grant

2010-398 It was moved, seconded and carried that Council direct staff to apply for up to \$15,000 from the Tree Canada "Community Tree Planting Program" for urban open space enhancement associated with the Bayview Connector bike path, and that Council direct staff to include \$5,000 for the Bayview Connector open space enhancements in the 2011 Parks Department budget proposal.

Lease Agreement - Ladysmith RCMP Detachment

2010-399 It was moved, seconded and carried that the Mayor and Corporate Officer be authorized to execute the lease agreement for the Ladysmith RCMP Detachment for the lease of the proportionate share of the Town-owned premises at 329 Sixth Avenue occupied by provincial members for a term of 25 years.

**Animal Control Contract Renewal - Coastal Animal
Control Services of BC**

2010-400 It was moved, seconded and carried that the animal control contract between the Town of Ladysmith and Coastal Animal Control Services of BC for the provision of animal control services within the Town be renewed for a three year period commencing September 1, 2010 and terminating on August 31, 2013 at an annual cost of \$27,120 plus HST, and that the Mayor and Corporate Officer be authorized to sign the contract.

Ladysmith Orcas Swim Club – Five Year Sustainable Plan

2010-401

It was moved, seconded and carried that staff be directed to work with the Ladysmith Orca Swim Club to establish a five-year sustainable plan for use of the Frank Jameson Community Centre pool, and that the Orcas' request for a reduction in fees be referred to the Parks, Recreation and Culture Commission for consideration and recommendation.

Lot 108 Sports Field Development – Service Facilities

2010-402

It was moved, seconded and carried that approval be given for the purchase of:

1. a new Change Room Unit from The Britco Group at a cost of \$59,975 plus transportation/set-up costs of \$3,050 plus applicable taxes, and
2. a refurbished used Wash Room Unit from The Britco Group at a cost of \$29,975 plus transportation/set-up costs of \$2,570 plus applicable taxes.

Island Coastal Economic Trust

2010-403

It was moved, seconded and carried that staff be directed to submit a Stage One application to the Island Coastal Economic Trust for funds to assist in enhancing the streetscapes and connection between First and Second Avenues, High and Buller Streets, incorporating the new Spirit Square.

CORRESPONDENCE

Councillor Arnett declared a conflict of interest and excused himself from the meeting.

2010-404

It was moved, seconded and carried that the Town write a letter of support to the federal "Enabling Accessibility Fund" in support of the Ladysmith Maritime Society's application to assist with the funding of a fully accessible gangway.

BYLAWS

Councillor Arnett returned to the meeting.

Town of Ladysmith Zoning Bylaw, 1995, No. 1160 Amendment Bylaw (No. 82), 2008, No. 1727

2010-405

It was moved, seconded and carried that Town of Ladysmith Zoning Bylaw, 1995, No. 1160 Amendment Bylaw (No. 82), 2008, No. 1727 be amended at second reading and read a third time as amended.

Town of Ladysmith Road Closure, Disposition and Exchange Bylaw 2010, No. 1731

2010-406

It was moved, seconded and carried that Town of Ladysmith Road Closure, Disposition and Exchange Bylaw 2010, No. 1731 be adopted.

Town of Ladysmith

2010-407

It was moved seconded and carried that the Section 4.2 of Schedule A of Town of Ladysmith Housing Agreement Bylaw 2010, No. 1739 for 218 Bayview Avenue be amended to delete 'Nanaimo' and replace it with 'Duncan/North Cowichan'.

2010-408

It was moved, seconded and carried that Town of Ladysmith Housing Agreement Bylaw 2010, No. 1739 be read a first, second and third time as amended.

Town of Ladysmith Building and Plumbing Bylaw 1994, No. 1119, Amendment Bylaw 2010, No. 1740

2010-409

It was moved, seconded and carried that Town of Ladysmith Building and Plumbing Bylaw 1994, No. 1119, Amendment Bylaw 2010, No. 1740 be read a first, second and third time.

QUESTION PERIOD

R. Johnson was advised that no public hearing was required to be held for the removal or replacement of Covenant EX60846 and Multi-family Developments at 606 Farrell Road.

C. Gilroy was advised that the Council of the day followed due process in the adoption of Town of Ladysmith Bylaw 1996, No. 1207.

EXECUTIVE SESSION

2010-410

It was moved, seconded and carried that this meeting retire into Executive Session at 9:39 p.m., pursuant to Section 90(1) of the Community Charter, 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

RISE AND REPORT

The Executive Session of Council arose at 10:10 with the following report:

- The terms of appointment for Advisory Commission members are to be extended for up to 90 days.

ADJOURNMENT

2010-411

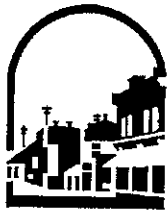
It was moved, seconded and carried that this Meeting of Council be adjourned at 10:10 p.m.

Mayor (R. Hutchins)

CERTIFIED CORRECT

Corporate Officer (S. Bowden)

SUBJECT TO ADOPTION



LADYSMITH

TOWN OF LADYSMITH
MINUTES OF A SPECIAL SESSION OF COUNCIL
MONDAY, SEPTEMBER 13, 2010 - 5:00 P.M.

MEMBERS OF COUNCIL PRESENT:

Mayor Rob Hutchins (Chair)
Councillor Bruce Whittington

Councillor Scott Bastian

Councillor Jill Dashwood

MEMBERS OF COUNCIL ABSENT:

Councillor Steve Arnett

Councillor Lori Evans

Councillor Duck Paterson

STAFF PRESENT:

Ruth Malli

Felicity Adams

Joanna Winter

CALL TO ORDER

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

AGENDA APPROVAL

2010-412

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

BYLAWS

Town of Ladysmith Zoning Bylaw, 1995, No. 1160 Amendment Bylaw (No. 82), 2008, No. 1727

2010-413

It was moved, seconded and carried that Town of Ladysmith Zoning Bylaw, 1995, No. 1160 Amendment Bylaw (No. 82), 2008, No. 1727 be read a third time and adopted.

Councillor Dashwood opposed.

ADJOURNMENT

2010-414

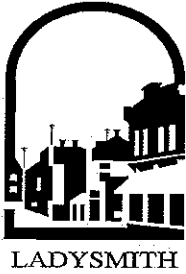
It was moved, seconded and carried that this session of Council be adjourned at 5:18 p.m.

CERTIFIED CORRECT

Mayor (R. Hutchins)

Corporate Officer (S. Bowden)

Subject to Approval



Town of Ladysmith
STAFF REPORT

To: Ruth Malli, City Manager
From: Felicity Adams, Director of Development Services
Date: September 16, 2010
File No: 3300-20 (218 Bayview)

Re: STRATA CONVERSION (COVENANT) - 218 BAYVIEW AVENUE

RECOMMENDATION(S):

That Council accept the restrictive covenant prepared for 218 Bayview Avenue as part of the strata conversion application and authorize the Mayor and Corporate Officer to execute the document, subject to satisfactory legal review by the Town's solicitor.

PURPOSE:

The purpose of this report is to present a restrictive covenant prepared by the applicant that will secure requirements established by Council as part of the strata conversion of 218 Bayview Avenue.

INTRODUCTION/BACKGROUND:

At its meeting held August 3, 2010, Council directed that the strata conversion applicant prepare, in a form acceptable to the Town, a Restrictive Covenant under section 219 of the Land Title Act to secure (1) no change to the tenants' leases as part of the strata conversion; (2) right of first refusal for current tenants to purchase their suite, at a minimum 10% discount to the market value; (3) \$25,000 contribution to the Town's community amenity fund prior to final plan approval.

SCOPE OF WORK:

The applicant has provided the draft covenant which addresses the terms required by Council, as well as an additional item regarding the potential of converting the existing sauna room into a residential unit if the property is successfully rezoned for that purpose. A separate rezoning application would be made.

ALTERNATIVES:

That Council provide comments on the proposed covenant.

FINANCIAL IMPLICATIONS:

The applicant prepared the covenant and will cover the legal fees in connection with preparation and registration of the covenant.

LEGAL IMPLICATIONS:

Final review by the Town's lawyer is to be completed.

CITIZEN/PUBLIC RELATIONS IMPLICATIONS:

N/A

INTERDEPARTMENTAL INVOLVEMENT/IMPLICATIONS:

N/A

RESOURCE IMPLICATIONS:

N/A

ALIGNMENT WITH SUSTAINABILITY VISIONING REPORT:

N/A

ALIGNMENT WITH STRATEGIC PRIORITIES:

N/A

SUMMARY:

Council has required a restrictive covenant securing certain commitments as part of its consideration of the strata conversion of 218 Bayview Avenue. The applicant has prepared a draft covenant for Council's acceptance.

I concur with the recommendation.



Ruth Malli, City Manager

ATTACHMENTS:

Proposed covenant - 218 Bayview Avenue.

TERMS OF INSTRUMENT - PART 2
COVENANT

THIS AGREEMENT is made the ____ day of _____, 2010.

BETWEEN:

THE TOWN OF LADYSMITH
410 Esplanade
Ladysmith, BC
V9G 1A2
(the "Grantee")

AND:

GPI DEVELOPMENTS INC.
P.O. Box 220
Crofton, BC
V0R 1R0
(the "Grantor")

WHEREAS:

- A. The Grantor is the registered owner in fee simple of:

PID #002-406-497
Lot A, District Lot 56, Oyster District, Plan 26708 (the "Land");
- B. The Grantee is the Town of Ladysmith;
- C. The Grantor has made application to the Grantee to convert the 44 unit residential building located on the Land to a strata plan (the "Strata Plan") as set out in the Strata Property Act (the "Development").
- D. The Grantor has made application to rezone the Land to permit a 45th residential unit;
- E. The Grantor has offered to grant this Covenant to be registered against title to the Land pursuant to s. 219 of the *Land Title Act*, and the Grantee has agreed to accept this Covenant.

NOW THEREFORE, in consideration of the payment of the sum of \$10.00 by the Grantee to the Grantor and the premises and the covenants herein contained and for other valuable consideration, receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereto covenant and agree with the other as follows:

- 1. The Grantor covenants and agrees that it shall not subdivide the Land by the filing of the Strata Plan unless:
 - a) the Grantor ensures that the leases of tenants occupying the Land as at the date of filing of the Strata Plan as part of the strata conversion are preserved;
 - b) before filing the Strata Plan, the Grantor first offers a right of first refusal for tenants occupying the Land as at the date of filing of the Strata Plan to purchase their

- suite once the Strata Plan is filed at a minimum of 10% discount to the market value of that unit; and
- c) pays a \$25,000 contribution to the Grantee's community amenity fund prior to final Strata Plan approval.
2. The Grantor and the Grantee agree that the enforcement of this Agreement shall be entirely within the discretion of the Grantee and that the execution and registration of this covenant against the title to the Land shall not be interpreted as creating any duty on the part of the Grantee to the Grantor or to any other person to enforce any provision or the breach of any provision of this Agreement.
 3. Nothing contained or implied herein shall prejudice or affect the rights and powers of the Grantee in the exercise of its functions under any public or private statutes, bylaws, orders and regulations, all of which may be fully and effectively exercised in relation to the Land as if the Agreement had not been executed and delivered by the Grantor.
 4. The Grantor hereby releases and forever discharges the Grantee, its officers, employees and agents, of and from any claim, cause of action, suit, demand, expenses, costs and expenses, and legal fees whatsoever which the Grantor can or may have against the said Grantee for any loss or damage or injury, including economic loss or deprivation, that the Grantor may sustain or suffer arising out of this Agreement, or the limitations on the use of the Land resulting from this Agreement.
 5. The Grantor covenants and agrees to indemnify and save harmless the Grantee, its officers, employees and agents, from any and all claims, causes of action, suits, demands, expenses, costs and expenses, and legal fees whatsoever that anyone might have as owner, occupier or user of the Land, or by a person who has an interest in or comes onto the Land, or by anyone who suffers loss or injury, including economic loss, or loss or damage to his person or property, that arises out of this Agreement, or the limitations on the use of the Lands resulting from this Agreement.
 6. It is mutually understood, acknowledged and agreed by the parties hereto that the Grantee has made no representations, covenants, warranties, guarantees, promises or agreements (oral or otherwise) with the Grantor other than those contained in this Agreement.
 7. This Agreement shall be registered as a first charge against the Land and the Grantor agrees to execute and deliver all other documents and provide all other assurances necessary to give priority to this agreement over any other financial charges affecting the Land and to give effect to the covenants contained in this Agreement.
 8. The Grantor shall pay the legal fees of the Grantee in connection with the preparation and registration of this Agreement. This is a personal covenant between the parties.
 9. The Grantor covenants and agrees for itself, its heirs, executors, successors and assigns, that it will at all times perform and observe the requirements and restrictions hereinbefore set out and they shall be binding upon the Grantor as personal covenants only during the period of its respective ownership of any interest in the Land.
 10. The restrictions and covenants herein contained shall be covenants running with the

Land and shall be perpetual, and shall continue to bind all of the Land when subdivided, and shall be registered in the Land Title Office pursuant to section 219 of the *Land Title Act* as covenants in favour of the Grantee as a first charge against the Land.

11. This Agreement shall enure to the benefit of the Grantee and shall be binding upon the parties hereto and their respective heirs, executors, successors and assigns.
12. Wherever the expressions "Grantor" and "Grantee" are used herein, they shall be construed as meaning the plural, feminine or body corporate or politic where the context or the parties so require.
13. The Grantor agrees to execute all other documents and provide all other assurances necessary to give effect to the covenants contained in this Agreement.
14. Time is of the essence of this Agreement.
15. If any part of this Agreement is found to be illegal or unenforceable, that part will be considered separate and severable and the remaining parts will not be affected thereby and will be enforceable to the fullest extent permitted by law.
16. The parties agree that notwithstanding any other term of this Agreement, that once the Strata Plan is filed and the conditions set out in section 1 above have been met, the Grantee will sign a registrable form of discharge of this Agreement and provide same to the Grantor who may register same at its own expense.
17. The parties agree that notwithstanding any other term of this Agreement, the Strata Plan may at the Grantor's option contain 45 strata lots by the creation of one additional strata lot by conversion of the existing sauna unit into a strata lot (the "Additional Strata Lot"). The Additional Strata Lot may, upon successful rezoning of the Land to permit the Additional Strata Lot be developed as a residential unit provided the Grantor acknowledges such rezoning is entirely within the Grantee's discretion and that there is no obligation given or implied by this agreement that re zoning or other approval shall be granted by the Grantee for the Additional Strata Lot and provided the Grantor meets all applicable requirements of the Grantee and other applicable authorities to create the Additional Strata Lot.
18. *<Ⓜ>, the registered holder of a charge by way of a Mortgage against the within described property which said charge is registered in the Land Title Office under #<Ⓜ> for and in consideration of the sum of One (\$1.00) Dollar paid by the Grantee to the said Chargeholder (the receipt whereof is hereby acknowledged), agrees with the Grantee, its successors and assigns, that the within section 219 Covenant shall be an encumbrance upon the within described property in priority to the said charge in the same manner and to the same effect as if it had been dated and registered prior to the said charge.*

IN WITNESS WHEREOF the parties hereto hereby acknowledge that this Agreement has been duly executed and delivered by the parties executing Form C (pages 1 and 2) attached hereto.

TOWN OF LADYSMITH

BYLAW NO. 1739

A bylaw to authorize a Housing Agreement.

WHEREAS Section 905 of the *Local Government Act* provides that Council may enter into a Housing Agreement with an owner which may include terms and conditions agreed to regarding the occupancy of the housing units identified in the Agreement;

AND WHEREAS the Council wishes to enter into such an Agreement with respect to certain housing units located in the Town of Ladysmith;

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

1. The Council of the Town of Ladysmith hereby authorizes the Mayor and Corporate Officer to enter into an Agreement, on behalf of the Town of Ladysmith, in substantially the form attached hereto as Schedule A; which sets out terms and conditions of the occupancy of the housing units identified in the Agreement. The land identified in the Agreement is legally described as "Lot A, District Lot 56, Oyster District, Plan 26708".
2. Upon execution of the Agreement by the Mayor and Corporate Officer and application of the seal of the Town of Ladysmith, this Agreement shall be validly entered into as authorized by this Bylaw.
3. **Citation**

This bylaw may be cited for all purposes as "Housing Agreement Bylaw 2010, No. 1739".

READ A FIRST TIME on the 7th day of September, 2010

READ A SECOND TIME on the 7th day of September, 2010

READ A THIRD TIME on the 7th day of September, 2010

ADOPTED on the _____ day of _____,

Mayor
(R. Hutchins)

Corporate Officer
(S. Bowden)

**SCHEDULE A
HOUSING AGREEMENT
(Pursuant to Section 905 of the *Local Government Act*)**

THIS AGREEMENT is made the ____ day of _____, 2010.

BETWEEN:

THE TOWN OF LADYSMITH

410 Esplanade
Ladysmith, BC
V9G 1A2
(the "Town")

OF THE FIRST PART

AND:

GPI DEVELOPMENTS INC.

P.O. Box 220
Crofton, BC
V0R 1R0
(the "Owner")

OF THE SECOND PART

WHEREAS:

- A. Under section 905 of the *Local Government Act* the Town may, by bylaw, enter into a Housing Agreement with an owner regarding the occupancy of the housing units identified in the agreement, including but not limited to terms and conditions referred to in section 905(2) of the *Local Government Act*;
- B. The Owner is the registered owner in fee simple of lands in the Town of Ladysmith, British Columbia, with a civic address of 218 Bayview Avenue and legally described as:

PID #002-406-497
Lot A, District Lot 56, Oyster District, Plan 26708

(the "Lands");
- C. The Owner has made application to the Town to convert the Lands to a strata plan as set out in the 'Strata Property Act';
- D. The Town and the Owner wish to enter into this Agreement, as a Housing Agreement pursuant to section 905 of the *Local Government Act*, to secure the agreement of the Owner to provide affordable housing, adaptable housing, and no restrictions on rentals.

NOW THIS AGREEMENT WITNESSES that pursuant to section 905 of the *Local Government Act*, and in consideration of the premises and covenants contained in this agreement (the "Agreement"), the parties agree each with the other as follows:

1.0 Definitions

1.1 In this Agreement:

"Accessibility" means the ability of residential design to accommodate the physical ability of a resident.

"Adaptable Unit" means a residential unit that meets or exceeds the 'Adaptable Dwelling Unit' requirements of the BC Building Code.

"Affordable Unit" means a Dwelling Unit that is designated for rental in accordance with Article 4.0 of this Agreement.

"Development" means the development and use of the Lands as a forty-four (44) unit multi-family residential building.

"Dwelling Units" means forty-four (44) self-contained dwelling units within the Development.

"Non-owner" means a person other than the Owner who occupies a Dwelling Unit for residential purposes.

"Owner" includes a person who acquires an interest in the Lands or any part of the Lands and is thereby bound by this Agreement, as referred to in section 7.3.

"Subdivision" means the division of land into two (2) or more parcels, whether by plan, apt descriptive words, or otherwise, and includes subdivision under the Strata Property Act, and **"Subdivide"** has the corresponding meaning.

"Tenancy Agreement" has the same meaning as under the *Residential Tenancy Act*.

2.0 No Restrictions on Rentals

- 2.1 The Owner covenants and agrees that the building upon the Lands will contain residential units which must not be restricted as to their availability for rent by non-owners, and if stratified, may be occupied by the owners of the individual strata units in addition to 100% of the residential units being available as rental units to non-owners.
- 2.2 The Owner covenants and agrees that the Owner shall not take any steps, or enter into any agreements, or impose any rules or regulations whatsoever, the effect of which would be to prevent or restrict the use and occupation of a Dwelling Unit for rental residential purposes to a Non-Owner or from ensuring that all the Dwelling Units are rented or available for rentals.

3.0 Adaptable Housing

- 3.1 The Owner must incorporate and construct Accessibility features into the Development so that a minimum of one (1) of the Dwelling Units are Adaptable Units.
- 3.2 The Owner must ensure that all driveways and common areas on the Lands and in the Development are designed and maintained for use by Adaptable Unit occupants.

4.0 Affordable Housing

- 4.1 The Owner must designate a minimum of one (1) two-bedroom Dwelling Unit and one (1) one bedroom Dwelling Unit as Affordable Units for rental.
- 4.2 Monthly rent for each of the Affordable Units shall not exceed the average rent rate of a comparable unit in Duncan/North Cowichan for the most recent year as published by the CMHC through their Rental Market Report.
- 4.3 The Owner agrees that any rent increases for the Dwelling Units will be subject to the requirements and limitations of the residential tenancy legislation in force at the time of the increase.

5.0 Reporting

5.1 The Owner covenants and agrees to provide to the Town of Ladysmith, within sixty (60) days of each annual general meeting of the Strata Corporation, a report in writing setting out the following:

- (a) the number, type and location by suite or strata lot number, of Dwelling Units that are being rented to Non-owners;
- (b) the number, type, and location by suite or strata lot number, of Affordable Units, and confirmation that the Affordable Units are being rented in accordance with Article 4.0;
- (c) the number, type, and location by suite or strata lot number, of Adaptable Units, and confirmation that the Adaptable Units are being rented in accordance with Article 3.0; and
- (d) any changes or proposed changes to the Strata Corporation's bylaws that may affect the terms of this Agreement.

5.2 The Owner acknowledges that it is within the Town's sole discretion to consent or not to consent to modifications of this Agreement and that such consent may be withheld for any reason.

6.0 Notice to be Registered in Land Title Office

6.1 Notice of this Agreement will be registered in the Land Title Office by the Owner at the cost of the Owner in accordance with section 905 of the *Local Government Act*, and this Agreement is binding on the parties to this Agreement as well as all persons who acquire an interest in the Lands after registration of the Notice.

7.0 GENERAL PROVISIONS

Notice

7.1 If sent as follows, notice under this Agreement is considered to be received

- (a) seventy-two (72) hours after the time of its mailing (by registered mail) or faxing, and
- (b) on the date of delivery if hand-delivered,

to the City:

Town of Ladysmith
410 Esplanade
Ladysmith, B.C.
V9G 1A2
Attention: Director of Development Services
Fax: 250-245-6411

to the Owner:

GPI Developments Inc.
8114 York Avenue, Unit 101
Crofton, B.C.
V0R 1R0
Fax: 250-416-0292

If a party identifies alternate contact information in writing to another party, notice is to be given to that alternate address.

If normal mail service or facsimile service is interrupted by strike, work slow-down, force majeure, or other cause,

- (a) notice sent by the impaired service is considered to be received on the date of delivery, and
- (b) the sending party must use its best efforts to ensure prompt receipt of a notice by using other uninterrupted services, or by hand-delivering the notice.

Time

7.2 Time is of the essence of this Agreement.

Binding Effect

7.3 This Agreement will ensure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors, and permitted assignees. In accordance with section 905(6) of the *Local Government Act*, this Agreement is binding on all who acquire an interest in the Lands, and the Owner only during the Owner's ownership of any interest in the Lands, and with respect only to that portion of the Lands of which the Owner has an interest.

Waiver

7.4 The waiver by a party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement is not to be construed as a waiver of any future or continuing failure, whether similar or dissimilar.

Headings

7.5 The headings in this Agreement are inserted for convenience and reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any provision of it.

Language

7.6 Wherever the singular, masculine and neuter are used throughout this Agreement, the same is to be construed as meaning the plural or the feminine or the body corporate or politic as the context so requires.

Cumulative Remedies

7.7 No remedy under this Agreement is to be deemed exclusive but will, where possible, be cumulative with all other remedies at law or in equity.

Entire Agreement

7.8 This Agreement when executed will set forth the entire agreement and understanding of the parties as at the date it is made.

Further Assurances

7.9 Each of the parties will do, execute, and deliver, or cause to be done, executed, and delivered all such further acts, documents and things as may be reasonably required from time to time to give effect to this Agreement.

Amendment

7.10 This Agreement may be amended from time to time upon terms and conditions acceptable to the parties.

Law Applicable

7.11 This Agreement is to be construed in accordance with and governed by the laws applicable in the Province of British Columbia.

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

THE TOWN OF LADYSMITH by its)
authorized signatories:)

_____)
Name: Rob Hutchins, Mayor)

_____)
Name: Sandy Bowden, Corporate Officer)

GPI DEVELOPMENTS INC. by its)
authorized signatories:)

_____)
Name:)

_____)
Name:)

TOWN OF LADYSMITH

BYLAW NO. 1740

A Bylaw to Amend the Town of Ladysmith Building and Plumbing Bylaw 1994, No. 1119

The Council of the Town of Ladysmith, in open meeting lawfully assembled hereby enacts as follows:

1. CITATION

This bylaw may be cited for all purposes as "Ladysmith Building and Plumbing Bylaw 1994, No. 1119, Amendment Bylaw 2010, No. 1740".

2. AMENDMENT

The "Ladysmith Building and Plumbing Bylaw 1994, No. 1119" is hereby amended as follows:

(a) Delete Section 13.2 in its entirety and replace it with the following Section 13.2:

13.2 (a) A person who applies for a permit to move up to three buildings or structures or parts of them either within or into the Municipality shall deposit with the Building Inspector a certified cheque or other financial security in the amount of Five Thousand Dollars (\$5,000.00) payable to the Municipality, in a form satisfactory to the Chief Financial Officer to ensure that the building shall be completely re-erected on the new site within twelve months of the date of issuance of the Moving Permit.

(b) A person who applies for permits to move four or more buildings or structures either within or into the Municipality shall deposit with the Building Inspector a certified cheque or other financial security in the amount of Twenty Thousand Dollars (\$20,000.00) payable to the Municipality, in a form satisfactory to the Municipal Treasurer to ensure that the buildings shall be completely re-erected on the new sites within twelve months of the date of issuance of the Moving Permits.

(c) If one or more of the buildings or structures referred to in paragraph (a) or (b) is/are not completed within the specified time, the Building Inspector may send a written notice to the applicant stating that the building does not comply with this Bylaw or other enactment and direct the applicant to remedy the non-compliance within thirty days from the date of the notice. If the non-compliance is not remedied within the period of thirty days, the Municipality may use the security to remedy the non-compliance, and if the cost to remedy exceeds the amount of the security then the amount of the difference may be recovered by the Municipality as taxes in accordance with applicable Community Charter provisions.

(b) Delete the last sentence of Section 13.9. Section 13.9 to read as follows:

13.9 Every person relocating a building or structure from a site within the Municipality shall ensure that the site is left in a neat, clean and safe condition after the removal.

READ A FIRST TIME	on the 7 th	day of September, 2010
READ A SECOND TIME	on the 7 th	day of September, 2010
READ A THIRD TIME	on the 7 th	day of September, 2010
ADOPTED	on the	day of , 2010

Mayor (R. Hutchins)