



# TOWN OF LADYSMITH

## SCHEDULE FOR MONDAY AUGUST 2, 2011

### COUNCIL CHAMBERS, CITY HALL

6:00 p.m.     **Executive (Closed) Session**

6:30 p.m.     **PUBLIC DIALOGUE WITH COUNCIL**

- *This monthly dialogue session will occur the first Monday of each month from 6:30 p.m. to 6:55 p.m.*
- *Attendees are requested to sign a “sign in” sheet at the session*
- *This session does not form part of the Regular Council Meeting*
- *Notes may be taken to reflect the general discussion and points raised, including queries for which a response was not provided during the session. Notes **do not** form part of regular Council minutes*
- *The imposition of a time limit for speakers is at the discretion of the Chair*

7:00 p.m.     **REGULAR COUNCIL MEETING**

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## REGULAR COUNCIL MEETING AGENDA

Page

### CALL TO ORDER

#### 1.     **EXECUTIVE SESSION (6:00 P.M.)**

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 receipt of advice that is subject to solicitor-client privilege, including communications necessary for that purpose

#### 2.     **AGENDA APPROVAL**

#### 3.     **MINUTES**

3.1.     Minutes of the Regular Council Meeting held on July 18, 2011

#### 4.     **BYLAWS (OCP / ZONING)**

None

**1 - 6**

	<u>Page</u>
<b>5. DELEGATIONS</b> None	
<b>6. PROCLAMATIONS</b> None	
<b>7. DEVELOPMENT PERMITS / DEVELOPMENT VARIANCE PERMITS</b>	<b>7 - 14</b>
<b>7.1. Development Permit Application McDonald's Restaurants of Canada Ltd. – Lot A, District Lot 43, Oyster District, Plan VIP70526 (370 Davis Road)</b>	
<b>8. COUNCIL COMMITTEE REPORTS</b>	
<b>8.1. Mayor R. Hutchins</b> Cowichan Valley Regional District; Heritage Revitalization Advisory Commission; Trolley Committee; Liquid Waste Management Committee	
<b>8.2. Councillor S. Bastian</b> Parks, Recreation and Culture Commission; Community Health Advisory Committee; Youth Advisory Committee	
<b>8.3. Councillor J. Dashwood</b> Liquid Waste Management Committee; Trolley Committee; Chamber of Commerce; Ladysmith Early Years Partnership	
<b>8.4. Councillor S. Arnett</b> Government Services Committee; Advisory Planning Commission; Environment & Economic Development Commission	
<b>8.4.1. Government Services Committee Recommendations</b>	<b>15</b>
<b>8.5. Councillor D. Paterson</b> Protective Services Committee; Celebrations Committee; Festival of Lights	
<b>8.6. Councillor L. Evans</b> Parks, Recreation and Culture Commission; Protective Services Committee, Social Planning Cowichan Affordable Housing Directorate	
<b>8.7. Councillor B. Whittington</b> Vancouver Island Regional Library Board; Advisory Design Panel; Environment & Economic Development Commission; Ladysmith Downtown Business Association	
<b>9. STAFF / ADVISORY COMMITTEE REPORTS</b>	
<b>9.1. Bike BC – Cycling Infrastructure Partnerships Program (CIPP) – Bayview Avenue Connector Project</b>	<b>16 - 30</b>
<b>10. CORRESPONDENCE</b>	
<b>10.1. Sylvia MacLeary, Council of Senior Citizens' Organizations of British Columbia and Fred Coates, Provincial President, Old Age Pensioners' Organization Request for Support for UBCM Resolution Re: Elimination of MSP Premiums for Seniors in BC</b>	<b>31 - 32</b>

Staff Recommendation:

That Council consider if it wishes to support the resolution regarding the elimination of MSP premiums for seniors in BC at the 2011 UBCM convention.

**10.2. Graham Bruce, Executive Director, Island Corridor Foundation  
Request for 10 Year Permissive Property Tax Exemption**

**35**Staff Recommendation

That Council consider if it wishes to refer the request from the Island Corridor Foundation (ICF) for a 10 year permissive property tax exemption on ICF lands to staff for review and preparation of a report.

**10.3. George Weiss  
Request for Dinghy Launching Site**

Staff Recommendation

That Council consider if it wishes to refer the request from George Weiss for a dinghy launching site to staff for review and preparation of a report.

**11. BYLAWS**

None

**12. NEW BUSINESS****13. UNFINISHED BUSINESS****13.1. 2010 Statement of Financial Information**

This item has been placed on the agenda as per Council's direction. In accordance with provincial legislation the 2010 Statement of Financial Information is available for inspection by Council or members of the public at City Hall during regular office hours.

**14. QUESTION PERIOD**

- Persons wishing to address Council during "Question Period" must be Town of Ladysmith residents, non-resident property owners, or operators of a business.
- Individuals must state their name and address for identification purposes
- Questions must relate strictly to matters which appear on the Council agenda at which the individual is speaking
- Questions put forth must be on topics which are not normally dealt with by Town staff as a matter of routine
- Questions must be brief and to the point
- Questions shall be addressed through the Chair and answers given likewise. Debates with or by individual Council members or staff members are not allowed
- No commitments shall be made by the Chair in replying to a question. Matters which may require action of the Council shall be referred to a future meeting of the Council

**ADJOURNMENT**



MINUTES OF A MEETING OF COUNCIL OF THE  
TOWN OF LADYSMITH  
HELD IN COUNCIL CHAMBERS AT CITY HALL ON  
JULY 18, 2011

LADYSMITH

COUNCIL MEMBERS PRESENT:

Mayor Rob Hutchins

Councillor Jillian Dashwood

Councillor Steve Arnett

Councillor Lori Evans

Councillor Scott Bastian

Councillor Bruce Whittington

COUNCIL MEMBERS ABSENT:

Councillor Duck Paterson

STAFF PRESENT:

Ruth Malli

Joanna Winter

Sandy Bowden

Lisa Brinkman

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CALL TO ORDER

Mayor Hutchins called the Regular Meeting of Council to order at 6:40 p.m.

EXECUTIVE SESSION

2011-308

It was moved, seconded and carried that Council retire into Executive Session at 6:40 p.m.

ARISE AND REPORT

Council arose from Executive Session without report.

AGENDA APPROVAL

Mayor Hutchins reconvened the Regular Meeting of Council at 7:00 p.m.

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

7.5 Special Occasion Licences

10.1 Residential Asbestos Removal

2011-309

It was moved, seconded and carried that the agenda for the Council Meeting of July 18, 2011 be adopted as amended.

MINUTES

2011-310

It was moved, seconded and carried that the minutes of the Regular Meeting of Council held July 4, 2011 be approved as circulated.

**DEVELOPMENT PERMITS /  
DEVELOPMENT VARIANCE  
PERMITS**

**2011-311**      **Development Permit Application – Columbo’s Restaurant**  
It was moved, seconded and carried that Development Permit 3060-11-14 be issued to permit an outdoor patio at Columbo’s Restaurant (734 Esplanade Avenue – Lot 5, Block 7, DL 24, Oyster District, Plan 703), provided that the total number of restaurant seats is not increased, and that the Mayor and Corporate Officer be authorized to sign the Development Permit.

**2011-312**      **Development Permit Application – Frank Laird Automotive –  
1250 Rocky Creek Road (Lot 5, D.L. 38 Oyster District, Plan 73070)**  
It was moved, seconded and carried that Development Permit 3060-11-13 be issued to permit a light industrial building at 1250 Rocky Creek Road (Lot 5, D.L. 38 Oyster District, Plan 73070) subject to determination of the value of the landscape bond, and that the Mayor and Corporate Officer be authorized to sign the Development Permit.

**STAFF / ADVISORY  
COMMITTEE REPORTS**

**2011-313**      **Town of Ladysmith Annual Report for 2010**  
It was moved, seconded and carried that the Town of Ladysmith Annual Report for 2010 be approved.

Council recommended that a new strategic plan be a priority for the new Council following the November 2011 election.

Staff were requested to determine the public use policy for Forrest Field when it is not in use by organized sport.

**2011-314**      **Trolley Committee Recommendations**  
It was moved, seconded and carried that BC Transit be requested to assist the Trolley Committee with the evaluation of the data and associated changes to the current trolley route.

**2011-315**      It was moved, seconded and carried that a fee for service trolley system be implemented.

**2011-316**      It was moved, seconded and carried that the following fare structure for the trolley service be established commencing on October 1, 2011

- Ages 0 to 5 years – free

- Ages 6 to 18 years – \$1
- Ages 19 to 64 years – \$2
- Ages 65 and over – \$1

2011-317 It was moved, seconded and carried that a complimentary monthly trolley pass be available for those who cannot afford the fare, similar to the monthly leisure access pass currently available at FJCC.

2011-318 It was moved, seconded and carried that staff be requested to investigate the feasibility of issuing monthly trolley passes.

2011-319 It was moved, seconded and carried that staff be requested to investigate the feasibility of offering advertising opportunities at trolley stops and shelters.

2011-320 **Phase II – Sewage Treatment Facility – Solids Handling**  
It was moved, seconded and carried that the tender for the construction and installation of Phase II of the Sewage Treatment Facility (Solids Handling) be awarded to Knappett Projects Inc., for the contract price of \$959,640.00 plus HST, with the funds to come from grants and the Sewer Capital Reserve.

2011-321 **Secondary Suites – Policy and Regulation**  
It was moved, seconded and carried that the secondary suites – public consultation process held in April and May 2011 be considered as the Official Community Plan consultation for the review of the secondary suites policy, pursuant to section 879 of the Local Government Act.

2011-322 **Special Occasion Licences**  
It was moved, seconded and carried that the following Special Occasion Licences be issued:

- Saltair Slo-Pitch, Aggie field, August 6 to 7, 2011 from 11:00 a.m. to 8:00 p.m.
- Ladysmith Horseshoe Club, Transfer Beach Horseshoe Pitch, July 28 to August 1 from 8:00 a.m. to 11:00 p.m.

**CORRESPONDENCE**

2011-323 **S/Sgt Roger Plamondon, RCMP Ladysmith Detachment  
Quarterly Mayor's Report**  
It was moved, seconded and carried that the quarterly report from S/Sgt Roger Plamondon for the RCMP Ladysmith detachment for the period April to June 2011 be received.

Hon. Lynne Yelich, Minister of State, Western Economic

- Diversification**
- 2011-324 It was moved, seconded and carried that the correspondence from the Minister of State for Western Economic Diversification dated June 24,2011, regarding the official opening of the Ladysmith Community Services Centre be received.
- Bev Park, Couverdon Real Estate**
- Invitation to Public Open House on July 26, 2011**
- 2011-325 It was moved, seconded and carried that the invitation from Bev Park regarding the Couverdon Real Estate Public Open House be received.
- BYLAWS**
- Ladysmith Cemetery Care Trust Fund Appropriation Bylaw 2011, No. 1765**
- 2011-326 It was moved, seconded and carried that Town of Ladysmith Cemetery Care Trust Fund Appropriation Bylaw 2011, No. 1765 be adopted.
- Ladysmith Sale of Real Property Reserve Fund Appropriation Bylaw 2011, No. 1766**
- 2011-327 It was moved, seconded and carried that Town of Ladysmith Sale of Real Property Reserve Fund Appropriation Bylaw 2011, No. 1766 be adopted.
- Ladysmith Development Cost Charges Parks Appropriation Bylaw 2011, No. 1767**
- 2011-328 It was moved, seconded and carried that Town of Ladysmith Development Cost Charges Parks Appropriation Bylaw 2011, No. 1767 be adopted.
- Ladysmith Development Cost Charges Roads Appropriation Bylaw 2011, No. 1768**
- 2011-329 It was moved, seconded and carried that Town of Ladysmith Development Cost Charges Roads Appropriation Bylaw 2011, No. 1768 be adopted.
- Ladysmith Development Cost Charges Sewer Appropriation Bylaw 2011, No. 1769**
- 2011-330 It was moved, seconded and carried that Town of Ladysmith Development Cost Charges Sewer Appropriation Bylaw 2011, No. 1769 be adopted.
- Ladysmith Development Cost Charges Storm Drainage Appropriation Bylaw 2011, No. 1770**
- 2011-331 It was moved, seconded and carried that Town of Ladysmith Development cost Charges Storm Drainage Appropriation Bylaw 2011, No. 1770 be adopted.



Ladysmith Development Cost Charges Water Appropriation Bylaw 2011, No. 1771  
2011-332 It was moved, seconded and carried that Town of Ladysmith Development Cost Charges Water Appropriation Bylaw 2011, No. 1771 be adopted.

Ladysmith Dog Licencing, Control and Pound Bylaw 1995, No. 1155 Amendment Bylaw 2011, No. 1772  
2011-333 It was moved, seconded and carried that Town of Ladysmith Dog Licensing, Control and Pound Bylaw 1995, No. 1155 Amendment Bylaw 2011, No. 1772 be adopted.

Ladysmith Official Community Plan Bylaw 2003, No. 1488, Amendment Bylaw (No. 37) 2011, No. 1773  
2011-334 It was moved seconded and carried that the word 'innovative' be deleted from item 1 a. of Bylaw 1773.

*Opposed: Councillor Evans*

2011-335 It was moved, seconded and carried that Town of Ladysmith Official Community Plan Bylaw 2003, No. 1488, Amendment Bylaw (no. 37), No 1773 be read a first and second time, and that a public hearing may be scheduled.

Ladysmith Zoning Bylaw 1995, No. 1160 Amendment Bylaw (No. 87) 2011, No. 1774  
2011-336 It was moved, seconded and carried that Town of Ladysmith Zoning Bylaw 1995, No. 1160, Amendment Bylaw (No. 87) 2011, No. 1774 be referred to staff for clarification and amendment if deemed appropriate.

**NEW BUSINESS**

**Asbestos Removal from Residential Dwellings**

It was agreed that staff will provide information regarding procedures followed in the demolition of a Town residence containing asbestos located at Roberts Street and Second Avenue.

**QUESTION PERIOD**

R. Johnson was advised that the Statement of Financial Information is currently available as legislated and will be on the agenda for the August 2, 2011 Council meeting.

R. Johnson was advised that the decision to extend the outfall for the Sewage Treatment Plant or move to tertiary treatment will be determined by monitoring effluent and water quality in Ladysmith Harbour as required by current provincial regulations.

R. Johnson was advised that the specific projects for which funds will be appropriated from Reserves are detailed in the Financial Plan, and that the information can be provided upon request.

**ADJOURNMENT**

2011-337

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

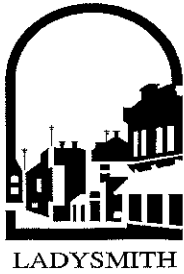
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Mayor (R. Hutchins)

**CERTIFIED CORRECT**

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Corporate Officer (S. Bowden)



## Town of Ladysmith

### **STAFF REPORT**

To: Ruth Malli, City Manager  
From: Felicity Adams, Director of Development Services  
Date: July 25, 2011  
File No: 3060-11-10

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Re: Development Permit Application - McDonald's Restaurants of Canada Ltd.  
Lot A, District Lot 43, Oyster District, Plan VIP70526 (370 Davis Road)

#### RECOMMENDATION(S):

That Council issue Development Permit 3060-11-10 to permit renovations and an addition to the McDonald's Restaurant at 370 Davis Road (Lot A, D.L. 43, Oyster District, Plan 70526);

AND THAT the Mayor and Corporate Officer be authorized to sign the Development Permit.

#### PURPOSE:

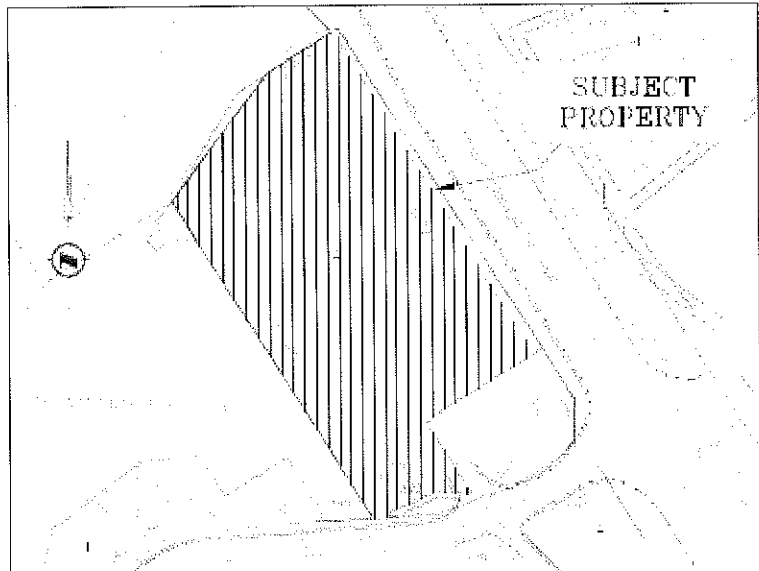
The purpose of this report is to present a Development Permit application for renovations and an addition to the McDonald's Restaurant at Coronation Mall (370 Davis Road).

#### INTRODUCTION/BACKGROUND

McDonald's Restaurants of Canada is undertaking a program called Destination 2012 to upgrade and enhance many of their restaurants across Canada.

#### SCOPE OF WORK:

The subject property falls within Development Permit Area 3 - Commercial (DPA 3). The objective of DPA 3 is to ensure that the development of local and general commercial uses is compatible with existing development. The DPA 3 guidelines include ensuring that entrances and exits permit safe onsite pedestrian movement, and ensuring that storage and refuse areas are landscaped and buffered. Signage shall conform to the Sign Bylaw.



The scope of work at the Ladysmith McDonald's includes exterior and interior remodelling to achieve a more contemporary expression. The proposed exterior finishing consists of medium gray stucco, dark grey hardi-plank and hardi-panel, white and red metal panel accents, and a metal roof.

The renovations to the Ladysmith McDonald's restaurant include adding additional seating capacity. The restaurant is currently 206m<sup>2</sup> (2,220 ft<sup>2</sup>) and the addition is proposed to be 71m<sup>2</sup> (768ft<sup>2</sup>). The increase in floor area will be achieved utilizing the existing outdoor seating area and a new outdoor seating area will be created. The restaurant currently has 46 seats, and 66 seats are proposed. The parking for the restaurant exists in the McDonald's lease area as well as in the overall parking for Coronation Mall. Several mature trees exist in

the McDonald's lease area and these trees will be maintained. The site plan shows that sidewalk areas have been provided for pedestrians. The refuse area will be expanded to incorporate the recycling.

The property is zoned General Commercial (C-2). The proposed renovations meet the requirements of the C-2 Zone.

ALTERNATIVES:

To not support the development permit application for reasons related to the DPA guidelines.

FINANCIAL IMPLICATIONS: n/a

LEGAL IMPLICATIONS: n/a

CITIZEN/PUBLIC RELATIONS IMPLICATIONS:

At its July 2011 meeting the Advisory Design Panel passed a motion of support for Development Permit Application 3060-11-10 subject to proper screening of the recycling area. The applicant has revised the plans to incorporate the recycling area by expanding the existing refuse area.

INTERDEPARTMENTAL INVOLVEMENT/IMPLICATIONS:

The proposal has been referred to the Director of Public Works and the Building Inspector and they have no concerns.

RESOURCE IMPLICATIONS:

Processing Development Permit applications is within available staff resources.

ALIGNMENT WITH SUSTAINABILITY VISIONING REPORT:

Maintaining and improving existing commercial areas is encouraged.

ALIGNMENT WITH STRATEGIC PRIORITIES:

Effective land use planning and community design are strategic Council directions.

SUMMARY:

It is recommended to support the development permit application for renovations and an addition for the McDonald's restaurant at 370 Davis Road.

I concur with the recommendation.



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Ruth Malli, City Manager

ATTACHMENTS:

DP Form

TOWN OF LADYSMITH  
DEVELOPMENT PERMIT 3060-11-10  
(Section 920 *Local Government Act*)

DATE: August 2, 2011

OWNER: 688003 BC LTD., INC.NO.688003 (Owner)  
2 - 1055 West Hastings Street  
Vancouver, BC V6E 2E9

APPLICANT: McDonald's Restaurant of Canada Ltd. (Applicant)  
4400 Still Creek Drive  
Burnaby, BC V5C 6C6

1. This Development Permit is subject to compliance with all of the bylaws of the Town of Ladysmith applicable thereto, except as specifically varied by this Permit.

2. This Permit applies to and only to those lands within the Town of Ladysmith described below, and any and all buildings structures and other development thereon:

Lot A  
District Lot : 43  
Oyster District  
Plan: VIP70526  
PID#024-804-215  
CIVIC ADDRESS: 370 Davis Road

3. This Permit has the effect of authorizing the issuance of a building permit for the addition to and alteration of a building or structure on the Land in accordance with the plans and specifications attached to this Permit, and subject to all applicable laws, except as varied by this Permit; subject to the conditions, requirements and standards imposed and agreed to in section 5 of this Permit.

4. This Permit does not have the effect of varying the use or density of the Land specified in Zoning Bylaw No. 1160.

5. The Permittee, as a condition of the issuance of this Permit, agrees to develop the lands as shown in:

Schedule A: Site Details - Stantec (3-23-11)  
Schedule B: East and West Elevations - Stantec  
Schedule C: South Elevation - Stantec (11-04-10)  
Schedule D: North Elevation - Stantec (11-04-10)  
(*Signage requires issuance of a sign permit*)

6. Notice of this Permit shall be filed in the Land Title Office at Victoria under s.927 of the *Local Government Act*, and upon such filing, the terms of this Permit 3060-11-10 or any amendment hereto shall be binding upon all persons who acquire an interest in the land affected by this Permit.

7. If the Permittee does not substantially start any construction permitted by this Permit within **two years** of the date of this Permit as established by the authorizing resolution date, this Permit shall lapse.
8. The plans and specifications attached to this Permit are an integral part of this Permit.
9. This Permit prevails over the provisions of the Bylaw in the event of conflict.
10. Despite issuance of this permit, construction may not start without a Building Permit, Sign Permit or other necessary permits.

AUTHORIZING RESOLUTION PASSED BY THE COUNCIL OF THE TOWN OF  
LADYSMITH ON THE \_\_\_\_DAY OF \_\_\_\_\_2011.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CORPORATE OFFICER

\_\_\_\_\_  
OWNER

\_\_\_\_\_  
PLEASE PRINT NAME

\_\_\_\_\_  
OWNER

\_\_\_\_\_  
PLEASE PRINT NAME

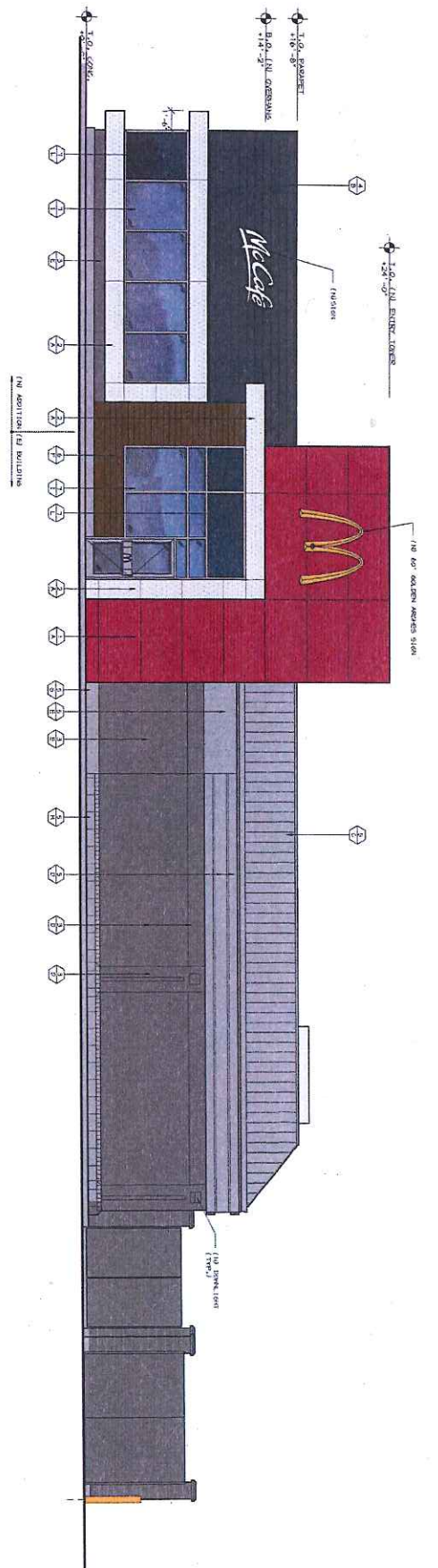




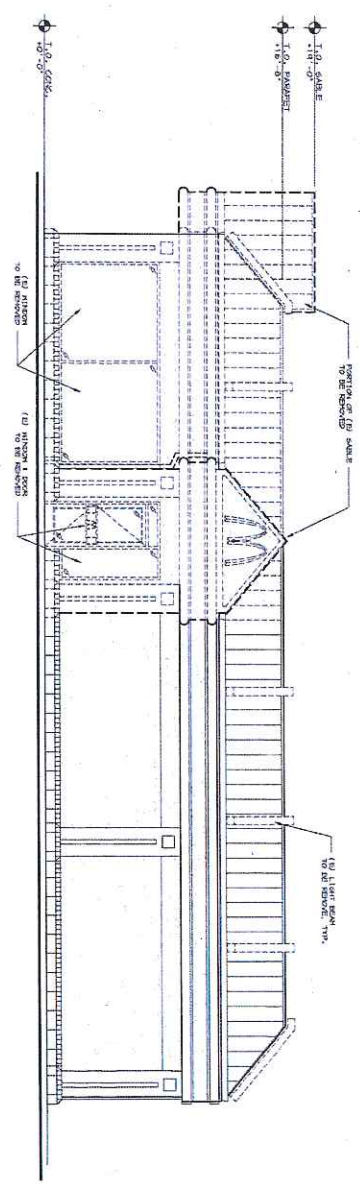




16  
 1/4" = 1'-0"  
 PROPOSED NORTH ELEVATION



15  
 1/4" = 1'-0"  
 EXISTING NORTH ELEVATION



**EXTERIOR FINISHES LEGEND**

COLOR	DESCRIPTION
1	RED - ALUMINUM PER RED
2	WHITE - VIBRANT GLOSSY BRISTOL WHITE
3	HIGHLIGHT GRAY - BR 2134-02 HIGHLIGHT GRAY
4	DARK GRAY - BR 2128-02 DARK GRAY
5	LIGHT GRAY - BR 2128-02 LIGHT GRAY
6	BROWN - BR 2128-02 BROWN
7	TRIM - BR 2128-02 TRIM
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**McDonald's**

McDONALD'S RESTAURANTS OF CANADA LIMITED,  
 4400 STILL CREEK DRIVE, BURNABY B.C. V5C 6C6

**Stantec**

Stantec Architecture Ltd. Tel: 604.676.5000  
 1100-1111 Burrard St. Fax: 604.676.5100  
 Vancouver, BC V6B 6A3 www.stantec.com

17/04/10 ISSUED FOR CLIENT REVIEW  
 REV DATE DESCRIPTION

PROJECT ADDRESS:  
 (LADYSMITH) 32-370 ISLAND HWY  
 LADYSMITH, B.C.

PROJECT CAD FILE: NATIONAL SITE 6074  
 14-01-0074 18729

DRIVING TITLE:  
 NORTH ELEVATIONS

A5

PRESENTATION/CLIENT REVIEW/REVISION/REMOVAL/EXTENSION/REWORK

Schedule D: North Elevation - Stantec (11-04-10)  
 DP 3060-11-10 McDonald's Restaurants of Canada

Town of Ladysmith

**COMMITTEE REPORT**



To: Mayor and Council  
From: Councillor S. Arnett, Chair  
Date: July 21, 2011  
File No: 0550-20

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Re: GOVERNMENT SERVICES COMMITTEE - July 18, 2011

At its meeting on July 18, 2011 the Government Services Committee recommended to Council the following:

1. That the proposed moratorium on BC Hydro smart meters be referred to staff to further investigate concerns regarding smart meters, and BC Hydro's responses to those concerns, and that staff report back to the Committee.
2. That the Town of Ladysmith 2010 Water Report be approved.
3. That staff be directed to prepare an amendment to Section 6.12, Water Consumption, of the Town of Ladysmith Building and Plumbing Bylaw 1994, No. 1119 to reduce the average water consumption of a water closet or direct flush urinals from 6 litres per flush cycle to 4.8 litres per flush cycle, and from 3.8 litres per flush cycle to 1.9 litres per flush cycle respectively.
4. That staff be requested to prepare a report for the August 2011 Government Services meeting on Council remuneration in other communities of a similar size, and that the report also include a history of Council remuneration in Ladysmith.
5. That Councillors Arnett, Evans and Whittington attend the 2011 Convention of the Union of British Columbia municipalities.
6. That the proposed public input form and information regarding the Liquid Waste Management Plan be approved in principle, subject to a final review by the Liquid Waste Management Committee.
7. That staff be requested to investigate and develop recommendations for traffic control options in the 100 block of the Gatacre alley, including how to make the speed bump more visible and installing speed limit signs.
8. That staff be requested to report back to the Committee regarding bylaw definitions of 'at large' in the Dog Licencing and Control Bylaw.



Town of Ladysmith

**STAFF REPORT**

To: Ruth Malli, City Manager  
From: Felicity Adams, Director of Development Services  
Date: July 25, 2011  
File No: 1855-20 (CIPP)

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Re: BIKE BC – CYCLING INFRASTRUCTURE PARTNERSHIPS PROGRAM (CIPP) –  
BAYVIEW AVENUE CONNECTOR PROJECT

RECOMMENDATION(S):

1. That Council accept a grant in the amount of \$39,780 from the Bike BC – Cycling Infrastructure Partnerships Program (CIPP), that a letter of appreciation be sent to the Minister of Transportation and Infrastructure.
2. That Council direct that up to \$40,000.00 from the Gas Tax Agreement be included in the 2012 Financial Plan for the Bayview Avenue Connector project as the Town's contribution.
3. That Council include the Bayview Avenue Connector project on its 2012 project list.
4. That Council direct that the neighbourhood meeting for area residents of the Bayview Avenue Connector project be held in 2012 prior to the start of the project and direct staff to include in the 2012 Financial Plan funding for the meeting including inviting the consultants that worked on the Ladysmith Bicycle Plan to attend the meeting.
5. That Council direct staff to contact Trees Canada to request funding for tree and landscape plantings at the Bayview Avenue Connector project.

PURPOSE:

The purpose of this report is to seek Council's authorization to accept a grant from the Province's Cycling Infrastructure Partnerships Program (CIPP) for the Bayview Avenue Connector project as outlined in the Ladysmith Bicycle Plan.

INTRODUCTION/BACKGROUND:

Council adopted the Ladysmith Bicycle Plan (Bike Plan) in January 2010. The Bike Plan prioritizes bicycle facility improvements to support the development of a high quality bicycle network. The Bayview Street Connection is one of the priority projects. The Town's grant application was submitted September 1, 2010; however, public announcements regarding funding did not occur until July 18, 2011. The project must be completed by June 30, 2012.

Council has previously provided the following direction regarding this project.

August 16, 2010:

*It was moved, seconded and carried that Council authorize staff to submit an application to the Province's Cycling Infrastructure Partnerships Program (CIPP) for multi-use pathway (bike lane) improvements for the Bayview Street Connection as outlined in the Ladysmith Bicycle Plan.*

*It was moved, seconded and carried that Council direct that up to \$40,000.00 from the Gas Tax Agreement be made available for the Bayview Street Connection multi-use pathway as the Town's contribution to the Province's Cycling Infrastructure Partnerships Program (CIPP) grant application, and that the Financial Plan be amended accordingly.*

Council also provided direction to use Trees Canada funding for tree and bio-swale planting to create a high quality environment. Council later directed that this funding be utilized for tree plantings at the High Street project given the delay in funding announcements for the Bike BC – CIPP projects.

#### SCOPE OF WORK:

The project involves the construction of a multi-use separated bike path extending 750 metres between the end of Bayview Avenue to Davis Road (Coronation Mall). The path will be 1.6 metres to 3.0 metres in width and runs along the Trans Canada Highway (existing path to remain and to be widened where possible). Tree plantings and bio-swale improvements are also proposed. A site map with general project description is attached to this report.

ALTERNATIVES: That Council not accept the grant from the Province.

#### FINANCIAL IMPLICATIONS:

The maximum grant available is \$39,780 or 50% of the eligible project cost, whichever is less. The project is estimated to cost \$79,780.

In August 2010, Council directed that the Financial Plan be amended to include the Town's portion of the project funding. Grant funding was not announced for the project in 2010 and the Town's portion of the funding was not included in the 2011 budget.

#### LEGAL IMPLICATIONS:

Permits are required by the Ministry of Transportation requiring detailed engineering design drawings, showing the proposed pedestrian/bike path and the relocated drainage ditch prior to any construction taking place.

#### CITIZEN/PUBLIC RELATIONS IMPLICATIONS:

The Ladysmith Bicycle Plan was developed with input from the public, including cyclists. The Bayview Avenue Connector project was identified as a priority.

At its meeting held January 10, 2011 Council made the following resolution.



*It was moved, seconded and carried that staff be requested to schedule a neighbourhood meeting for area residents regarding the proposed Bicycle Plan and improvements for the Bayview Connector.*

It is recommended that the neighbourhood meeting with area residents be held prior to the commencement of the project. The consultant that worked with the community to develop the Bike Plan and priorities for infrastructure improvements would be invited to attend the meeting.

INTERDEPARTMENTAL INVOLVEMENT/IMPLICATIONS:

The Development Services Department could assist with the management of this project. The work is intended to be undertaken by Public Works.

RESOURCE IMPLICATIONS:

This project is not on the current list of Council priorities for 2011. As the required staff capacity is not available to manage an additional project at this time without impacting an existing Council priority, it is recommended that Council consider the Bayview Avenue Connector project as a 2012 project. The project is required to be completed by June 2012.

ALIGNMENT WITH STRATEGIC PRIORITIES:

Implementing the Town's sustainability plan and undertaking initiatives to reduce the community's greenhouse gas emissions are Council objectives.

SUMMARY:

The Ladysmith Bicycle Plan was accepted by Council in January 2010. The Province has recently offered funding to the Town through the Cycling Infrastructure Partnerships Program (CIPP) for the Bayview Connector project. Several recommendations are provided for the consideration of Council.

I concur with the recommendation.



---

Ruth Malli, City Manager

ATTACHMENTS:

Conditional Grant Agreement  
Site Map and Project Description

**CONDITIONAL GRANT AGREEMENT**

THIS AGREEMENT made the \_\_\_\_ day of \_\_\_\_\_, 2011

BETWEEN:

**Ministry of Transportation & Infrastructure**

("the Ministry")

OF THE FIRST PART

AND:

Town of Ladysmith

(the "Recipient")

OF THE SECOND PART

WHEREAS:

- A.** The Ministry wishes to provide Financial Assistance through the BikeBC - Cycling Infrastructure Partnerships Program (CIPP) to the Recipient on the terms and conditions herein after set forth to a maximum contribution of \$39,780 or 50% of the total eligible project costs, whichever is less, towards the construction of Bayview Avenue Connector- 0.75km separated bike path which will be 1.6-3.0 m wide and runs along the Trans Canada Highway from intersection Bayview Avenue to intersection Davis Road.

NOW THEREFORE, in consideration of these premises and other good and valuable consideration (the receipt and sufficiency of which is acknowledged by each of the parties), the parties agree as follows:

**DEFINITIONS**

1.01 In this Agreement:

- (a) "Program Agents" and "Agent" mean those persons who at the date of this Agreement administer the BikeBC - Cycling Infrastructure Partnerships Program undertaken by the Ministry of Transportation and Infrastructure (MoTI) and includes any other persons who after that date may administer that program;
- (b) "Event of Default" means any of the events described in paragraph 12.01;
- (c) "Material" means all findings, data, specifications, drawings, spread sheets, evaluations, working papers, reports, surveys documents (both printed and electronic including but not limited to hard disk or diskettes), material, databases, procedures manuals whether complete or otherwise that have been produced, received or acquired by, or provided by or on behalf of the Ministry or its Agent to the Recipient as a result of this Agreement;
- (d) "Project" means the project described in Schedule "A" attached to this Agreement;
- (e) "Term" means the period in paragraph 3.01; and,
- (f) "Eligible costs" means all capital construction expenses, as defined by the program's guidelines, which are directly related to the construction of the project,

including labour, materials, equipment and regulatory, directional and warning signs, and erection of project signage as per section 6.01(j).

- (f) "Project Costs" means all amounts paid or incurred in respect of the Project.

#### **PAYMENT OF FINANCIAL ASSISTANCE**

- 2.01 Subject to the provisions of this Agreement, the Ministry will provide the Recipient with Financial Assistance, in the amount and manner, and at the times set out in Schedule "B" attached to this Agreement.

#### **TERM**

- 3.01 The term of this Agreement will, notwithstanding the actual date of execution and delivery of this Agreement, be deemed to commence on **June 2, 2011**.

#### **REPRESENTATIONS AND WARRANTIES**

- 4.01 The Recipient represents and warrants to the Ministry with the intent that it will rely thereon in entering into this Agreement that:
- (a) all information statements, documents and reports furnished or submitted by the Recipient to the Program Agents in connection with this Agreement are true and correct to the best of the Recipient's knowledge;
  - (b) the Recipient has no knowledge of any fact that materially adversely affects, or so far as it can foresee, might materially adversely affect, the Recipient's properties, assets, condition (financial or otherwise), business or operations or its ability to fulfill its obligations under this Agreement;
  - (c) The Recipient is not in breach of, or in default under, any law, statute or regulation of Canada or of the Province of British Columbia applicable to or binding on it that may affect the Program;
  - (d) the Recipient has the power and capacity to accept, execute and deliver this Agreement; and,
  - (e) this Agreement is binding upon and enforceable against the Recipient in accordance with its terms.
- 4.02 All statements contained in any certificate, application or other document delivered by or on behalf of the Recipient to the Program Agents under this Agreement or in connection with any of the transactions contemplated hereby will be deemed to be representations and warranties by the Recipient under this Agreement.
- 4.03 All representations, warranties, covenants and agreements made herein and all certificates, applications or other documents delivered by or on behalf of the Recipient are material and will conclusively be deemed to have been relied upon by the Ministry and the Program Agents and will continue in full force and effect during the continuation of this Agreement.



## RELATIONSHIP

- 5.01 No partnership, joint venture, agency or other legal entity will be created by or will be deemed to be created by this Agreement or any actions of the parties pursuant to this Agreement.
- 5.02 The Recipient will be an independent contractor and not the servant, employee or agent of the Ministry or its Agents.
- 5.03 The Recipient will not in any manner whatsoever commit or purport to commit the Ministry or its Agent for the payment of money to anyone.
- 5.04 The Program Agents may, from time to time, give instructions to the Recipient in relation to the carrying out of the Project, and the Recipient will comply with those instructions but will not be subject to the control of the Program Agents regarding the manner in which those instructions are carried out.

## RECIPIENT'S OBLIGATIONS

- 6.01 The Recipient will:
  - (a) carry out the Project in accordance with the terms of this Agreement;
  - (b) at the request of the Program Agents, fully inform the Program Agents of the work done and to be done by the Recipient in connection with the Project;
  - (c) at the request of the Program Agents, permit the Program Agents at all reasonable times to examine and copy the Material;
  - (d) expend funds received as Financial Assistance under this Agreement in accordance with the terms of this Agreement and only for the purpose of carrying on the Project;
  - (e) obtain the prior written consent of the Ministry for any changes to the scope of the Project;
  - (f) observe, abide by and comply with all laws, by-laws, orders, directions, rules and regulations of any competent government Ministry or branch or agency thereof directly or indirectly applicable to the Recipient or this Agreement;
  - (g) if requested by the Ministry or its Agent, provide evidence satisfactory to the Ministry that the representations and warranties set forth in paragraph 4.01 are true and correct;
  - (h) file all tax, corporate information, if applicable, and other returns required to be filed by the laws of British Columbia and will comply with all workers compensation legislation and other similar legislation to which the Recipient may be subject and will pay all taxes, fees and assessments calculated to be due by the Recipient under those laws;
  - (i) co-operate with the Program Agents in making such public announcements regarding the Project and the details of this Agreement as the Program Agents see fit;

- (j) if requested, to erect and maintain, for the duration of the project, signs as specified by the Program Agents at a prominent location on the project site, (signs on the property of the recipient to be maintained by the recipient) with costs of the sign paid for by the Ministry and costs of erection paid for by the recipient, with 50% of said erection costs being invoiced to the Province upon project completion;
- (k) repay the Financial Assistance forthwith upon demand by the Ministry or its Agent if the terms and conditions of this Agreement are not met; and,
- (l) maintain any facilities developed, constructed or otherwise created by this Project in good condition.

## RECORDS

7.01 The Recipient will:

- (a) establish and maintain accurate books of account and records (including supporting documentation of all expenditures related to the Financial Assistance, in a manner acceptable to the Program Agents) in relation to the Project;
- (b) permit the Program Agents at any time or times during normal business hours, to copy or audit, or both, any or all of the books of account and records (including supporting documents) referred to in subparagraph (a) of this paragraph;
- (c) provide to the Program Agents a statement of all work done and expenditures made on the Project during the period; and
- (d) within 90 days of completion of the Project, provide (a) written certification executed by a professional engineer acceptable to the Program Agents, of all work undertaken on the Project, clearly indicating any variation between the work in Schedule "A" and the work done, and (b) a statement of all expenditures made on the project, certified by a qualified professional accountant.

## STATEMENTS AND ACCOUNTING

8.01 The Recipient will submit to the Program Agents notwithstanding the expiration or sooner termination of this Agreement, by **June 30, 2012**, a detailed statement, in form and content satisfactory to the Program Agents accounting for all of the Financial Assistance provided to the Recipient pursuant to paragraph 2.01, such statement to be certified true and correct by a person acceptable to the Program Agents.

## REPORTS

9.01 The Recipient will deliver to the Program Agents such written reports, in form and content satisfactory and prepared by a person acceptable to the Program Agents, as the Program Agents may, from time to time, request concerning either the progress under this Agreement or the financial condition of the Recipient and, without limiting the generality of the foregoing, the Recipient will, notwithstanding the expiration or sooner termination of the Agreement, deliver to the Program Agents a report as aforesaid on or before **June 30, 2012**.

- 9.02 One year after completion of the project, the Recipient will deliver to the Program Agents a written report which outlines the expectations the Recipient had for the project when submitting the grant application (in terms of ridership levels, safety, other objectives) and compares those expectations to what has actually materialized in the one year period since the project was completed.

#### CONFLICT OF INTEREST

- 10.01 The Recipient will not, during the Term, perform a service for or provide advice to any person, or entity where the performance of such service or the provision of the advice may or does in the reasonable opinion of the Ministry, give rise to a conflict of interest between the obligations of the Recipient to the Ministry under this Agreement and the obligations of the Recipient to such other person, or entity.

#### CONFIDENTIALITY

- 11.01 Subject to the laws of the Province, the Recipient will treat as confidential all information or Material supplied to or obtained by the Recipient as a result of this Agreement and will not permit the publication, release or disclosure of the same without the prior written consent of the Ministry or its Agent or except if such disclosure is necessary to enable the Recipient to fulfill its obligations under this Agreement.

#### DEFAULT

- 12.01 Any of the following events will constitute an Event of Default, namely:
- (a) the Recipient fails to comply with any provision of this Agreement;
  - (b) any representation or warranty made by the Recipient in accepting this Agreement is untrue or incorrect;
  - (c) any information, statement, certificate, report or other document furnished or submitted by or on behalf of the Recipient pursuant to or as a result of this Agreement is untrue or incorrect;
  - (d) the Recipient ceases to operate;
  - (e) a change occurs with respect to any one or more, including all, of the properties, assets, condition (financial or otherwise), business or operations of the Recipient which, in the opinion of the Ministry, materially adversely affects the ability of the Recipient to fulfill its obligations under this Agreement;
  - (f) an order is made or a resolution is passed or a petition filed for the liquidation or winding up of the Recipient;
  - (g) the Recipient becomes insolvent or commits an act of bankruptcy or makes an assignment for the benefit of its creditors or otherwise acknowledges its insolvency;
  - (h) a bankruptcy petition is filed or presented against, or a proposal under the *Bankruptcy Act (Canada)* is made by, the Recipient;
  - (i) a receiver or receiver-manager of any property of the Recipient is appointed; or,

- (j) the Recipient permits any sum which is not disputed to be due by it to remain unpaid after legal proceedings have been commenced to enforce payment thereof.
- 12.02 Upon the occurrence of any Event of Default and at any time thereafter the Ministry may, notwithstanding any other provision of this Agreement, at its discretion exercisable by written notice to the Recipient:
- (a) declare all monies paid under this Agreement to be due and payable by the Recipient to the Ministry and such monies will immediately become due and payable without presentment, demand, protest or any other notice of any kind to the Recipient, all of which are hereby expressly waived; and,
  - (b) terminate this Agreement.
- 12.03 Any rights, powers and remedies conferred on the Ministry under this Agreement or under any statute or law are not intended to be exclusive and each shall be cumulative and in addition to and not in substitution for every other right, power and remedy existing or available to the Ministry under this Agreement, any other agreement, at law or in equity.
- 12.04 The exercise by the Ministry of any right, power, or remedy will not preclude the simultaneous or later exercise by the Ministry of any other right, power or remedy.

#### **PROGRAM AGENTS**

- 13.01 The Recipient will refer all matters pertaining to the Agreement to the Program Agents.

#### **INSURANCE AND INDEMNITY**

- 14.01 The Recipient will indemnify and save harmless the Ministry, its agents, servants and its employees from and against any and all losses, claims, damages, actions, causes of action, costs and expenses the Ministry may sustain, incur, suffer or be put to at any time, either before or after the expiration or termination of this Agreement, where the same or any of them are based on or arise out of anything done or omitted to be done by the Recipient or any agent, employee, officer, director, or subcontractor of the Recipient.

#### **ASSIGNMENT AND SUBCONTRACTING**

- 15.01 The Recipient will not, without the prior written consent of the Ministry, assign, whether directly or indirectly, this Agreement or any right of the Recipient under this Agreement.

#### **OTHER FUNDING**

- 16.01 If the Recipient receives, or has received, Financial Assistance for or in respect of the Project from any person, firm, corporation or other government or governmental body, then the Recipient will forthwith provide the Ministry with full and complete particulars thereof.

## **NOTICES**

- 17.01 Any notice, consent, waiver, statement, other document or payment and any or all of the Material that either party may desire or be required to give or deliver to the other will be conclusively deemed validly given or delivered to and received by the addressee, if delivered personally on the date of delivery or, if mailed, on the fifth business day after the mailing of the same in Canada by prepaid post addressed, if to the Ministry:

**Ministry of Transportation and Infrastructure  
Attn: Alan Callander, Manager, Active Transportation  
PO Box 9850 Stn Prov Govt  
5C - 940 Blanshard Street  
Victoria BC V8W 9T5**

and if to the Recipient:

**Town of Ladysmith  
Attn: Felicity Adams, Director of Development Services  
PO BOX 220  
Ladysmith, BC  
V9G 1A2**

- 17.02 Either Party may, from time to time, give written notice to the other party of any change of address of the party giving such notice and after the giving of such notice the address therein specified will, for purposes of paragraph 17.01 be conclusively deemed to be the address of the party giving such notice.
- 17.03 Any notice, report, direction or other document transmitted by facsimile transmission from either party will be conclusively deemed validly given to and received by the intended recipient when so transmitted to the facsimile numbers the parties so advise.

## **NON-WAIVER**

- 18.01 No term or condition of this Agreement and no breach by the Recipient of any such term or condition will be deemed to have been waived unless such waiver is in writing signed by the Ministry.
- 18.02 The written waiver by the Ministry of any breach by the Recipient of any term or condition of the Agreement will not be deemed a waiver of such term or condition or of any subsequent breach by the Recipient of the same or any other term or condition of this Agreement.

## **ENTIRE AGREEMENT**

- 19.01 This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement.

## **FURTHER ACTS AND ASSURANCES**

- 20.01 Each of the parties will, upon the reasonable request of the other, make, do, execute or cause to be made, done or executed all further and other lawful acts, deeds, things, devices, documents, instruments and assurances whatever for the better or more perfect and absolute performance of the terms and conditions of this Agreement.

## TIME OF ESSENCE

21.01 Time will be of the essence of this Agreement.

## SURVIVAL OF PROVISIONS

22.01 All of the provisions of this Agreement in favour of the Ministry or its Agents and all of the rights and remedies of the Ministry or its Agent, whether at law or in equity, will survive any expiration or sooner termination of this Agreement.

## INTERPRETATION

- 23.01 This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia.
- 23.02 The headings appearing in this Agreement have been inserted for reference and as a matter of convenience and in no way define, limit or enlarge the scope of any provision of this Agreement.
- 23.03 Any reference to a statute in this Agreement, whether or not that statute has been defined, includes all regulations at any time made under or pursuant to that statute and any amendments to that statute.
- 23.04 In this Agreement wherever the singular or neuter is used it will be construed as if the plural or masculine or feminine, as the case may be, had been used where the context so requires.
- 23.05 The Schedules to this Agreement are an integral part of this Agreement as if set out at length in the body of this Agreement.
- 23.06 No amendment or modification to this Agreement will be effective unless it is in writing and duly executed by the parties.
- 23.07 If any provision of this Agreement or the application to any person or circumstances is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired thereby and will be enforceable to the extent permitted by law.
- 23.08 All dollar amounts expressed in this Agreement refer to lawful currency of Canada.
- 23.09 Unless the context otherwise indicates, any reference to this Agreement means this instrument and all of the Schedules attached to it, and any reference to any paragraph or subparagraph by number is a reference to the appropriate paragraph or subparagraph in this Agreement.
- 23.10 Nothing in this Agreement operates as a consent, permit, approval or authorization by the Government of the Province of British Columbia or any Ministry, Branch or agency thereof to or for anything related to the Project that by statute, the Recipient is required to obtain unless it is expressly stated herein to be such a consent, permit, approval or authorization.

**SUCCESSORS AND ASSIGNS**

24.01 This Agreement will ensure to the benefit of and be binding upon the Recipient and its successors and permitted assigns and the Ministry and its assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first above written.

MINISTRY OF TRANSPORTATION

per: \_\_\_\_\_  
Greg Gilks  
A/Director  
Transportation Policy Branch  
Ministry of Transportation and Infrastructure

-----

THE COMMON SEAL OF THE \_\_\_\_\_  
was hereunto affixed in the presence of:

\_\_\_\_\_  
(Signature, Title) )  
\_\_\_\_\_  
(Signature, Title) )  
c/s

## SCHEDULE "A"

### PROJECT

1. "Project" means a project approved under the provincial BikeBC - Cycling Infrastructure Partnerships Program, based on the application submitted by the Recipient, consisting of 0.75km separated bike path which will be 1.6-3.0 m wide and runs along the Trans Canada Highway from intersection Bayview Avenue to intersection Davis Road.
2. The Recipient will carry out the following in accordance with the instructions given by the Ministry:
  - (a) **construction of a 0.75km separated bike path which will be 1.6-3.0 m wide and runs along the Trans Canada Highway from intersection Bayview Avenue to intersection Davis Road, as described in the Town of Ladysmith's application dated August 31, 2010.**

## SCHEDULE "B"

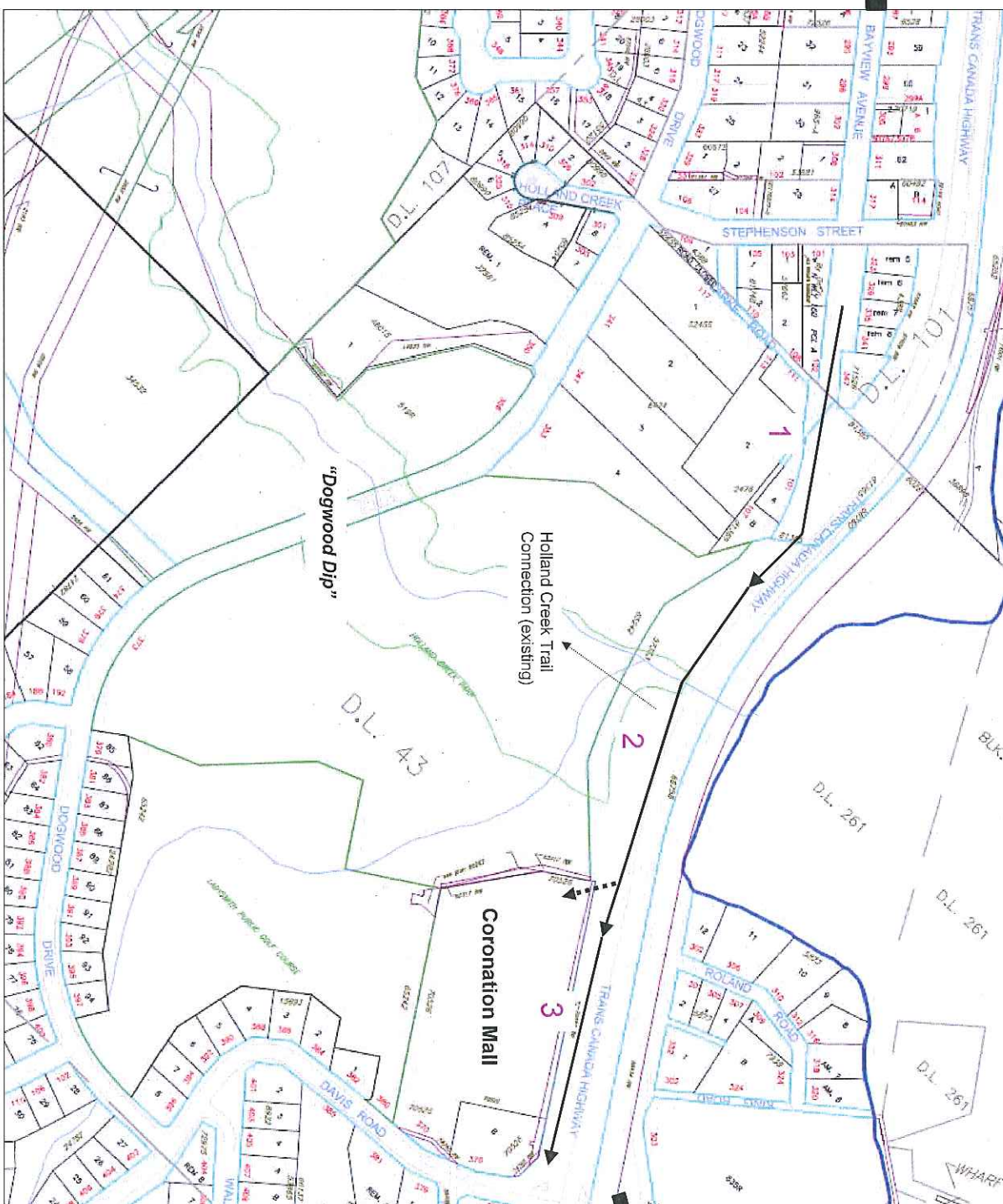
### PAYMENT OF FINANCIAL ASSISTANCE

1. The Ministry will provide Financial Assistance to the Recipient for the Project in the amount, and in accordance with the schedule, set out below:
  - (a) the total grant amount, or 50% of the total eligible costs, whichever is less, will be issued to the Recipient upon receipt by the Program Agents of certification of project completion, including all documentation of Project Costs associated with the Project that are deemed eligible for cost-sharing.
2. Notwithstanding paragraph 1 of this Schedule, in no event will the Financial Assistance payable to the Recipient in accordance with this Schedule exceed, in the aggregate, the lesser of:
  - (a) \$39,780 or
  - (b) 50% of the actual eligible costs of completing the Project, as defined in Schedule "A".



# Ladysmith's Bayview Ave. Connector Site Map

To Downtown  
Ladysmith  
~10 min bike ride



To Chemainus Road  
Bike Path

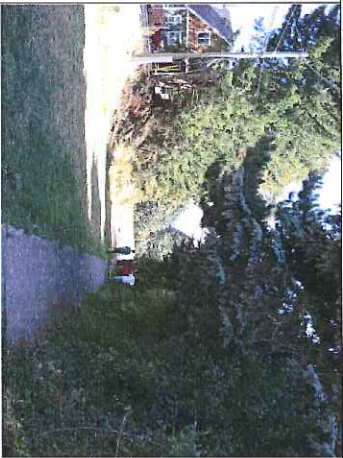



The 750 metre Bayview Connector Project will aid the Town of Ladysmith in the further development of a high-quality bicycle network throughout Town and enhance the North/South connections between two major trip generators (Coronation Mall and Downtown). This route configuration will provide a safer more manageable bike route than the Provincial Highway (90 km/hr speed) or the challenging route called the 'Dogwood Dip' which involves significant uphill portion on both directions of cyclist's trip.

On the next page is a Table describing each section of the Bayview Connector project with site photos.





# Ladysmith's Bayview Ave. Connector Project Description and Photos

<p><b>1</b></p> <p><b>Length - 240 metres</b></p> <p>Construct new 3 metre wide path on the grassy slope. Existing sidewalk would remain.</p> <p>Path connects to downtown Ladysmith's employment and service centre (5-10 minute bike ride) and to Methuen/4<sup>th</sup>/6<sup>th</sup> Ave bike routes.</p> <p>Landscaping improvements include 10-12 trees (funded by Tree Canada), removal of broom, trimming of existing trees, clearing out existing drainage swale, and an improved bank/slope maintenance program.</p>	
<p><b>2</b></p> <p><b>Length – 305 metres</b></p> <p>Install signs to inform cyclists to dismount on the narrow path and bridge. The existing path on the bridge over Holland Creek is 1.9 metres in width.</p> <p>A link to the Holland Creek trail systems exists at the south end of bridge.</p> <p><b>FUTURE PHASE:</b> Increase path width from 1.5 metres to 3 metres.</p>	
<p><b>3</b></p> <p><b>Length – 205 metres</b></p> <p>Construct new 3 metre wide path (existing walkway would remain)</p> <p>Drainage swale would be redesigned and cleaned up with improved plantings. Plant material to be supplied utilizing Tree Canada funding.</p> <p>Add directional signage to guide cyclists off the highway to safer bike path.</p> <p>Improved path will lead to North Davis Road, Coronation Mall employment and service centre, and to the Chemainus Road bike path.</p>	
<p><b>Coronation Mall Connector</b></p> <p><b>Length – 10 metres</b></p> <p>New 3 metre wide path to provide a short-cut to grocery store and other services at Coronation Mall.</p>	

June 13, 2011

Mayor Rob Hutchins  
Town of Ladysmith  
410 Esplanade, PO Box 220  
Landysmith, BC V9G 1A2



Dear Mayor Hutchins:

The Council Of Senior Citizens' Organizations of BC (COSCO) represents more than 85,000 seniors residing in every municipality in BC.

We understand that a motion proposing the elimination of MSP premiums for all seniors in British Columbia will be considered at the UBCM Annual General Meeting in September. BC is the only province in Canada whose seniors pay for their medical insurance. This inequality needs to be addressed and resolved so that BC seniors receive the same benefits as those in other provinces.

The pensions, both federal and private, that many seniors receive either do not increase at all or only grow by tiny amounts that do not keep up with inflation. Most seniors find their income eroded but cannot return to the workforce to improve their economic situation. Not having to pay MSP premiums would certainly help older adults to cope with increases in their cost-of-living.

When seniors retire they do not expect that after years in the workforce to see their income fall over time to the poverty level.

We urge you to support the resolution when it comes on the floor of the Annual General Meeting of the UBCM.

Thank you for your attention to this reasonable and important request to help the seniors of BC.

Yours truly,

Sylvia MacLeay, COSCO President



British Columbia  
**OLD AGE PENSIONERS' ORGANIZATION**

Instituted 1932  
Incorporated 1937

---

June 26, 2011.

Dear Mayor Rob Hutchins and Council  
Town of Ladysmith,  
410 Esplanade, PO Box 220,  
Ladysmith, BC, V9G 1A2

JUL 26 2011

**Subject:** MSP Premiums for Seniors

I am writing you on behalf of the British Columbia Old Age Pensioners' Organization (BC OAPO) which represents some 4,000 seniors and retired persons situated in communities throughout British Columbia. BC OAPO is a non-partisan organization instituted in 1932 for the purpose of identifying and supporting issues of importance to seniors which include working towards fair pensions, influencing government policies to ensure timely, effective and efficient health care systems, and collaborating with various levels of governmental departments and agencies to put in place programs that support an active and engaged senior population. Our continued success as an organization is largely dependent on the strong sense of commitment to volunteerism displayed by our members who are actively engaged in many volunteer activities within their communities and the province.

At our recent Annual General Meeting held in Agassiz, BC on June 13-14, 2011 we adopted a resolution that calls for the elimination of Medical Services Plan premiums for all seniors in BC. As you will know, BC is the only provincial jurisdiction in Canada that continues to charge annual premiums under the Medical Services Plan and these premiums create undue hardship for seniors living on fixed incomes and striving to sustain healthy, independent living.

We understand that a resolution calling for the elimination of the MSP premiums for BC seniors will be debated at the September 2011 Annual General Meeting of the Union of BC Municipalities and would ask that you support the resolution. I can assure you that your constituents will be most appreciative of your support in removing this onerous financial burden and anticipate you will be anxious to ensure the seniors of British Columbia are treated in a fair and equitable manner consistent with policies in other provinces of Canada. Thank you for your support in this regard.

Yours truly,



Fred J. Coates  
Provincial President

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Treasurer: Margaret Seward  
7233 Gerrit Place  
Agassiz, B.C. V0M 1A2  
Tel.: 604-796-9881

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Secretary: Betty Bolton  
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Town of Ladysmith  
PO Box 220  
Ladysmith BC V9G 1A2

July 19, 2011

Attention: Mayor Rob Huthchins & Council

JUL 22 2011

Dear Mayor Hutchins & Councilors Re: Permissive Tax Exemption

The Town of Ladysmith graciously extended permissive tax exemption for all ICF lands within town boundaries last year. We thank you for that.

As you know the Foundation, in essence, as an extension of local government, with 14 local governments and 13 First Nations owning the corridor, is collectively doing what individual governments could not do if they each owned portions of the corridor themselves.

Providing local governments with trail and other opportunities and restoring the rail to an operating standard ensures ICF meets its mandate of "Rails with Trails" and in so doing provides considerable economic opportunity for freight, regular passenger service, commuter rail, inter-city rail, trails and service corridors. We know that local government strongly supports those objectives.

With the recent Provincial announcement regarding funding we are more confident than ever that we will restore the rail to the required operating standard. We are also looking at opportunities for revenue generation from private users of the corridor, many of which have gone on for years without any rental fee.

We enjoy a great partnership with our rail operator, Southern Rail Vancouver Island. Administratively we want to focus our energies in areas where we can make a positive contribution to the economic vitality of the corridor.

The town's contribution has been to extend us permissive property tax exemption. In order to assist us in reducing on going administration of these tax files and to give us cash flow certainty going forward we respectfully ask the town to consider, granting us the maximum 10 year permissive property tax exemption available as per the Community Charter.

This request is being made of all of our partner municipalities. The City of Nanaimo has already granted the 10 year exemption.

We would be more than pleased to meet with Council to provide further information and to answer any questions that you may have.

Thank you for your consideration.

Respectfully yours

 Graham Bruce, Executive Director  
ISLAND CORRIDOR FOUNDATION

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**From:** George Weiss [graweiss@shaw.ca]  
**Sent:** July 20, 2011 3:17 PM  
**To:** info  
**Subject:** Searching for a dinghy launching site

Dear Mayor Hutchins and Council: 07-20.

Ladysmith is known for the promotion of environmentally sound recreation. On the waterfront there is a public beach plus a kayaking launching area. This area also serves to launch pump-up zodiacs and other portable floating devices such as surf boards. None require centre boards for navigational purposes, especially considering the rocky nature of the terrain.

Dinghies transported on small trailers to the water cannot be launched at Transfer Beach.

The Government Wharf is an excellent launching site for motorized boats. Operators drive a boat to the water; place all their gear into the boat; start their motor and are off to motoring.

On the other hand the Government Wharf and its Exit are not sailing-dinghy-friendly for two reasons:

1. Sailing dinghies require a staging area for mast and rigging, which requires about 30 minutes. During that time one is often totally in the way as motor boats wish to move their boats into the water, without having to wait for

a

sailing dinghy to get moving. It must be remembered that while motor boats can get on with their

2. Once a dinghy has been launched, it needs to move into the open channel. However to do so it

A recent visit to Slag Point, at low tide, presented an ideal rock-free launching site for dinghies of

**Recommendation:**

Could that area please be designated for dinghy launching? It could easily create a new waterfront

There is a gate across the path to the Slag Point area. Since dinghy sailing can only proceed during

I hope that you will make a favourable decision dealing with my request. I am sorry for having missed yesterday's Town Hall Meeting.

Sincerely,

George R. Weiss  
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Ladysmith, BC  
V9G 1S1  
Tel.: 250-245-0005  
E-mail: <graweiss@shaw.ca>