



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, OCTOBER 7, 2013

6:00 p.m. Open Meeting Call to Order
6:01 p.m. Closed Meeting
7:00 p.m. Open Meeting Reconvenes

AGENDA

Page

CALL TO ORDER 6:00 P.M. in order to retire immediately into Closed Session

1. CLOSED MEETING

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

- personal information about an identifiable individual who holds or is being considered for a position as an officer, employee or agent of the municipality or another position appointed by the municipality
- the acquisition, disposition or expropriation of land or improvements, if the council considers that disclosure could reasonably be expected to harm the interests of the municipality
- discussions with municipal officers and employees respecting municipal objectives, measures and progress reports for the purposes of preparing an annual report under section 98 [*annual municipal report*]

OPEN MEETING RESUMES 7:00 P.M.

2. AGENDA APPROVAL

3. ARISE AND REPORT

4. MINUTES

- | | |
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| 4.1. Minutes of the Regular Meeting of Council held September 3, 2013 | 1 – 6 |
| 4.2. Minutes of the Special Meeting of Council held September 30, 2013 | 7 – 8 |

5. DELEGATIONS – None

6. PROCLAMATIONS

- | | |
|--|---|
| 6.1. Mayor Hutchins has proclaimed October 20 to 26 as “Small Business Week” in the Town of Ladysmith to recognize the invaluable contribution of small businesses to the economy of the town, province and country. | 9 |
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6.2.	Mayor Hutchins has proclaimed the month of October 2013 as Foster Family Month in the Town of Ladysmith, in recognition of the care, compassion and unselfish commitment of British Columbia foster families	10
7.	DEVELOPMENT APPLICATIONS – None	
8.	COUNCIL COMMITTEE REPORTS	
8.1.	Mayor R. Hutchins Cowichan Valley Regional District; Ladysmith Chamber of Commerce	
8.2.	Councillor B. Drysdale Heritage Revitalization Advisory Commission; Protective Services Committee; Trolley Committee	
8.3.	Councillor J. Dashwood Trolley Committee; Ladysmith Early Years Partnership; Cowichan Valley Regional District Community Safety Advisory Commission; Social Planning Cowichan Affordable Housing Directorate	
8.4.	Councillor G. Horth Government Services Committee; Advisory Planning Commission; Liquid Waste Management Committee; Ladysmith Downtown Business Association	
8.5.	Councillor D. Paterson Protective Services Committee; Parks, Recreation and Culture Commission; Festival of Lights	
8.6.	Councillor G. Patterson Community Health Advisory Committee; Youth Advisory Committee; Liquid Waste Management Committee	
8.7.	Councillor S. Arnett Advisory Design Panel; Parks, Recreation and Culture Commission; Vancouver Island Regional Library Board; Celebrations Committee	
9.	STAFF REPORTS	
9.1.	Ladysmith Golf Course Maintenance Agreement	11 - 18
9.2.	2013 Tax Sale	19 - 20
9.3.	Contract for the Provision of Animal Control Services for the Town of Ladysmith	21 - 26
9.4.	Ladysmith Archives – Renewal of Licence to Occupy and Operating Agreement with Ladysmith and District Historical Society	27 - 49
9.5.	Lease Renewal – Festival of Lights Society	50 - 53

10. BYLAWS

- 10.1. Town of Ladysmith Subdivision and Development Servicing Bylaw 2013, No. 1834** 54 - 85
May be adopted.
- The purpose of Bylaw 1834 is to update the Subdivision and Development Servicing Bylaw by adding a new Section 12, Landscaping Standards.
- 10.2. Town of Ladysmith Community Centre and Facilities Fees and Charges Bylaw 2013, No. 1835** 86 – 88
May be adopted.
- The purpose of Bylaw 1835 is to establish fees and charges for the Town's Community Centre and recreational facilities.
- 10.3. Town of Ladysmith Road Closure and Dedication Removal Bylaw 2013, No. 1836** 89 – 90
May be adopted.
- The purpose of Bylaw 1836 is to close a portion of the undeveloped laneway between 320 and 330 First Avenue.
- 10.4. Town of Ladysmith Permissive Tax Exemption Bylaw 2013, No. 1837** 91 – 99
May be read a first, second and third time.
- The purpose of Bylaw 1837 is to establish permissive tax exemptions for 2014 for the properties listed in the bylaw.
- 10.5. Town of Ladysmith Heritage Revitalization Bylaw 2013, No. 1838** 100-101
May be read a first, second and third time.
- The purpose of Bylaw 1838 is to amend Schedule B of the Heritage Revitalization Bylaw in order to remove the property occupied by The Royal Dar and to add the property occupied by Antique Addict.
- 10.6. Town of Ladysmith Inter-Community Business Licence Bylaw 2013, No. 1839** 102-108
May be read a first, second and third time.
- The purpose of Bylaw 1839 is to establish an inter-community business licence program with participating neighbouring communities on Vancouver Island so that mobile businesses can acquire only one inter-community business licence instead of one for each community.

11. CORRESPONDENCE – None

12. NEW BUSINESS

13. UNFINISHED BUSINESS

14. QUESTION PERIOD

- A maximum of 15 minutes is allotted for questions.
- Persons wishing to address Council during “Question Period” must be Town of Ladysmith residents, non-resident property owners, or operators of a business.
- Individuals must state their name and address for identification purposes.
- Questions put forth must be on topics which are not normally dealt with by Town staff as a matter of routine.
- Questions must be brief and to the point.
- Questions shall be addressed through the Chair and answers given likewise. Debates with or by individual Council members or staff members are not allowed.
- No commitments shall be made by the Chair in replying to a question. Matters which may require action of the Council shall be referred to a future meeting of the Council.

15. ADJOURNMENT



TOWN OF LADYSMITH
MINUTES OF A MEETING OF COUNCIL
TUESDAY, SEPTEMBER 3, 2013
COUNCIL CHAMBERS, CITY HALL
7:00 P.M.

COUNCIL MEMBERS PRESENT:

Mayor Rob Hutchins
Councillor Bill Drysdale
Councillor Glenda Patterson

Councillor Steve Arnett
Councillor Gord Horth

Councillor Jillian Dashwood
Councillor Duck Paterson

STAFF PRESENT:

Ruth Malli
Erin Anderson
Joanna Winter

Sandy Bowden
John Manson

Felicity Adams
Clayton Postings

CALL TO ORDER

Mayor Hutchins called the Regular Meeting of Council to order at 6:01 p.m. in order to retire immediately into a Closed Meeting.

CLOSED MEETING

CS 2013-303

It was moved, seconded and carried at 6:01 p.m. that Council retire into Closed Meeting in order to consider the following matters:

- personal information about an identifiable individual who holds or is being considered for a position as an officer, employee or agent of the municipality or another position appointed by the municipality
- negotiations and related discussions respecting the proposed provision of a municipal service that are at their preliminary stages and that, in the view of the council, could reasonably be expected to harm the interests of the municipality if they were held in public
- the receipt of advice that is subject to solicitor-client privilege, including communications necessary for that purpose
- labour relations or other employee relations

ARISE AND REPORT

Council arose from the Closed Meeting at 6:51 p.m. with report on the following item:

- Staff were directed to advertise for candidates to fill vacancies on the Advisory Planning Commission, Advisory Design Panel and DL 2016 Holdings Corporation Board of Directors.

REGULAR MEETING

The Regular Meeting of Council resumed at 7:00 p.m.

AGENDA APPROVAL

CS 2013-304

It was moved, seconded and carried that the agenda for the Regular Council meeting held on September 3, 2013 be approved with the following additions:

- 8.1 School District 68 Extended Consultation Process
- 12.1 Invasive Species

MINUTES

CS 2013-305

It was moved, seconded and carried that the minutes of the Regular Meeting of Council held August 19, 2013 be approved with the following amendment:

- Correct Marni Hastings' name

PROCLAMATIONS

Mayor Hutchins proclaimed September 27 to 29, 2013 as "Culture Days" in the Town of Ladysmith.

Mayor Hutchins proclaimed October 21 to 27, 2013 as "Waste Reduction Week" in the Town of Ladysmith.

DEVELOPMENT APPLICATIONS

Development Permit Application – AYPQ Architecture

Councillor Horth noted that although the Advisory Design Panel unanimously approved the quality of the land use and design of the application the Panel did express concerns about the proposed use of vinyl siding.

The proponent, Angela Quek spoke on behalf of the developer/builder and responded to questions from Council.

MOTION DEFEATED:

CS 2013-306

It was moved and seconded that Development Permit 3060-13-08 be issued to permit a 12 unit townhouse development on Lot 1, District Lot 146, Oyster District, Plan VIP79719, provided that the developer substitute vinyl siding with a more natural material.

OPPOSED:

Councillors Dashwood, Drysdale, G. Paterson, D. Patterson and Mayor Hutchins.

CS 2013-307

It was moved, seconded and carried that Development Permit 3060-13-08 be issued to permit a 12 unit townhouse development on Lot 1, District Lot 146, Oyster District, Plan VIP79719; and that the Mayor and Corporate Officer be authorized to sign the

Development Permit.

Development Permit Application – Camille Soer

Lot 1, Block 6, District Lot 24, Oyster District, Plan 703A (810 Esplanade Avenue)

CS 2013-308

It was moved, seconded and carried that Development Permit 3060-13-11 be issued to permit building and landscaping improvements on Lot 1, Block 6, District Lot 24, Oyster District, Plan 704A, and that the Mayor and Corporate Officer be authorized to sign the Development Permit.

**COUNCIL COMMITTEE
REPORTS**

Mayor Hutchins reported that the Ladysmith and District Chamber of Commerce appreciates the Town's support to move the weekly Farmers Market to Transfer Beach.

School District 68 Extended Consultation Process

CS 2013-309

It was moved, seconded and carried that Mayor Rob Hutchins and Lisa Brinkman (staff) be appointed as the Town representatives on the School District 68 Extended Consultation Process Ladysmith Working Group.

Councillor Dashwood confirmed that a luncheon concerning homelessness in Ladysmith will take place on September 24 at 11:00 a.m.

The Director of Parks, Recreation and Culture was requested to recommend to Councillor Dashwood names of youth representatives to meet with members of the Cowichan Valley Regional District Community Safety Advisory Commission about youth safety issues in the community.

Councillor Horth expressed appreciation to the Ladysmith Downtown Business Association for co-sponsoring the recent Family Movie Night organized by Council in support of Tour de Rock.

Government Services Committee Recommendations

CS 2013-310

It was moved, seconded and carried that approval in principle be given for a Ladysmith flag to be provided for the pole in front of the 49th Parallel Grocery Store at First Avenue and Symonds Street, and that Council accept with appreciation the offer from Island Hoppers to provide the attachment for the flag and to carry out maintenance for the foreseeable future as laid out in the recent correspondence from April Akroyd and family, subject to receiving applicable approvals.

CS 2013-311

It was moved, seconded and carried that staff be requested to investigate the installation of containers for the disposal of pet waste along the Ladysmith waterfront in the vicinity of the Ladysmith Maritime Society Community Marina and along Fourth Avenue.

STAFF REPORTS

CS 2013-312

Properties to be Included in the Permissive Tax Exemption Bylaw

It was moved, seconded and carried that staff be directed to prepare a Permissive Tax Exemption Bylaw to include an exemption for:

- a) The Royal Canadian Legion for the Class 8 – Recreation area only at 621 1st Avenue; and
- b) The Ladysmith Maritime Society for the Area 1 – Community Amenities and Area 2 – Marine Tourist and Sewage Pump Out areas only at 610 Oyster Bay Drive; and
- c) The following organizations & properties listed on the 2012 Permissive Tax Exemption bylaw:
 - Anglican Synod Diocese of BC 314 Buller St
 - Arts Council of Ladysmith Units J, K & L - 610 Oyster Bay Rd
 - Eco-Tourism Building Transfer Beach
 - Alcoholic Anonymous 12 Buller St
 - Ladysmith & District Historical Society 1115A - 1st Ave and 721 1st Ave
 - Ladysmith Fellowship Baptist Church 381 Davis Rd
 - Ladysmith Festival of Lights 1163 4th Ave
 - Ladysmith Golf Club Society 380 Davis Rd
 - Ladysmith Health Care Auxiliary 910 1st Ave
 - Ladysmith Maritime Society 611 Oyster Bay Dr
 - Ladysmith Maritime Society Unit C, I & M - 610 Oyster Bay Dr
 - Ladysmith Maritime Society Visitor Reception Ctr.
 - Ladysmith Senior Citizens Housing Society 207 Jamison Rd
 - Ladysmith Senior Citizens Housing Society 101 1st Ave
 - Municipal Parking lot 17 & 25 Roberts St
 - Pentecostal Assemblies 1149 4th Ave
 - St John's Masonic Temple 26 Gatacre St
 - St. Mary's Catholic Church 1135 4th Ave
 - United Church of Canada 232 High Street

CS 2013-313

Subdivision Bylaw Revision

It was moved, seconded and carried that Schedule "E" of Subdivision Bylaw No. 1155 (Engineering Standards and Specifications) be amended by adding Section 12 – Landscaping Standards, and that staff be directed to prepare a new Subdivision and Development Bylaw 2013, No. 1834.

Property Disposition – Public Laneway between 320 and 330 First Avenue

CS 2013-314

It was moved, second and carried that staff be directed to proceed with the disposition of the public laneway between 320 and 330 First Avenue to the Ladysmith and District Credit Union for \$32,000 plus associated costs including, but not limited to, legal, utility realignment and/or protection, appraisal and surveyor costs, in accordance with the legislation; and that Council proceed with the first three readings of Bylaw No. 1836.

Acquisition of Composting Screener and Related Equipment

CS 2013-315

It was moved, seconded and carried that \$80,000 in capital funds allocated for a front-end loader be reallocated to purchase a new or used screener and other related equipment to facilitate ongoing composting operations at the Public Works Yard.

BYLAWS

Town of Ladysmith Zoning Bylaw 1996, No. 1160, Amendment Bylaw (No. 94) 2013, No. 1831

CS 2013-316

It was moved, seconded and carried that Town of Ladysmith Zoning Bylaw 1996, No. 1160, Amendment Bylaw (No. 93) 2013, No. 1831 be read a third time and adopted.

Town of Ladysmith Subdivision and Development Servicing Bylaw 2013, No. 1834

CS 2013-317

It was moved, seconded and carried that Town of Ladysmith Subdivision and Development Servicing Bylaw 2013, No. 1834 be read a first, second and third time.

Town of Ladysmith Community Centre and Facilities Fees and Charges Bylaw 2013, No. 1835

CS 2013-318

It was moved, seconded and carried that Town of Ladysmith Community Centre and Facilities Fees and Charges Bylaw 2013, No. 1835 be read a first, second and third time.

Town of Ladysmith Road Closure and Dedication Removal Bylaw 2013, No. 1836

CS 2013-319

It was moved, seconded and carried that Town of Ladysmith Road Closure and Dedication Removal Bylaw 2013, No. 1836 be read a first, second and third time.

CORRESPONDENCE

- CS 2013-320** Mayor Stewart Young, City of Langford
Downloading of Infrastructure Costs from B.C. Hydro
It was moved, seconded and carried that the correspondence from Mayor Stewart Young, City of Langford, concerning the downloading of Infrastructure Costs from B.C. Hydro be received and filed.

NEW BUSINESS

- CS 2013-321** Invasive Species
It was moved, seconded and carried that the Coastal Committee of the Invasive Species Council of B.C. be invited to facilitate a community meeting to encourage the eradication of invasive species in Ladysmith.

QUESTION PERIOD

R. Johnson enquired about the annual cost of BC Transit in Ladysmith.

R. Johnson was advised that the Town's existing trolley has not yet been posted on B.C. Bid.

R. Johnson enquired about the Town's position on VIA Rail passenger service and was advised that the Town continues to support the Island Corridor Foundation's pursuit of passenger rail service on Vancouver Island.

R. Johnson was advised that the Town has the capacity in its water supply system to meet increased demand should the Town finalize a water and sewer servicing agreement with the Stz'uminus First Nation and a boundary expansion with Couverdon Real Estate.

ADJOURNMENT

- CS 2013-322** It was moved, seconded and carried that this meeting of Council be adjourned at 8:38 p.m.

CERTIFIED CORRECT:

Mayor (R. Hutchins)

Corporate Officer (S. Bowden)



TOWN OF LADYSMITH
MINUTES OF A SPECIAL MEETING OF COUNCIL
MONDAY, SEPTEMBER 30, 2013
COUNCIL CHAMBERS, CITY HALL
4:00 P.M.

COUNCIL MEMBERS PRESENT:

Mayor Rob Hutchins
Councillor Gord Horth
Councillor Glenda Patterson

Councillor Jillian Dashwood (entered later)
Councillor Duck Paterson

COUNCIL MEMBERS ABSENT

Councillor Steve Arnett

Councillor Bill Drysdale

STAFF PRESENT:

Ruth Malli
Erin Anderson
Joanna Winter

Sandy Bowden
John Manson

CALL TO ORDER

Mayor Hutchins called the Special Meeting of Council to order at 4:03 p.m. in order to retire immediately into a Closed Meeting.

AGENDA APPROVAL

CS 2013-323

It was moved, seconded and carried that the agenda for the Special Council Meeting of September 30, 2013 be approved with the following addition:

- Proclamation

CLOSED MEETING

CS 2013-324

It was moved, seconded and carried at 4:04 p.m. that Council retire into Closed Meeting in order to consider the following matter:

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

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OPEN MEETING

The Open Meeting of Council resumed at 4:30 p.m.

ARISE AND REPORT

Council arose from the Closed Meeting with report on the following item:

- that Request for Proposals No. 21808.01 for the Supply and Delivery of MBBR/DAF Equipment for the Waste Water Treatment Plant be rescinded and that Council authorize the issuance of a tender for the supply and delivery of MBBR/DAF equipment, and further, that the tender be sent to the three short-listed proponents who submitted bids in response to the initial Request for Proposals.

PROCLAMATIONS

Mayor Hutchins proclaimed October 1, 2013 "Seniors' Day" in the Town of Ladysmith.

ADJOURNMENT

CS 2013-325

It was moved, seconded and carried that this meeting of Council be adjourned at 4:32 p.m.

CERTIFIED CORRECT:

Mayor (R. Hutchins)

Corporate Officer (S. Bowden)



TOWN OF LADYSMITH

PROCLAMATION

WHEREAS: *Ladysmith's small business community provides jobs, economic growth and prosperity for our town, the province of BC and Canada.*

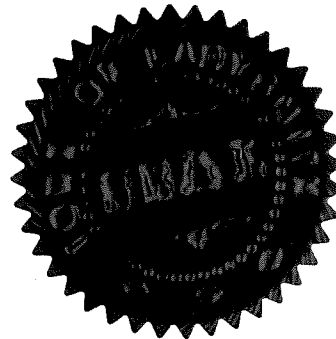
AS SUCH: *the Town of Ladysmith wishes to support and recognize Ladysmith's small business community for their achievements and contributions, and to celebrate the growth, innovation and prosperity of our local entrepreneurs.*

THEREFORE, *I, Robert Hutchins, Mayor of the Town of Ladysmith, do hereby proclaim October 20 – 26, 2013, as Small Business Week in the Town of Ladysmith, British Columbia.*

A handwritten signature in black ink, appearing to read "R. Hutchins", written over a horizontal line.

Mayor R. Hutchins

October 7, 2013



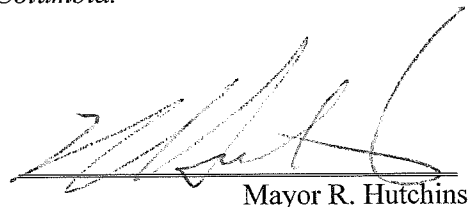
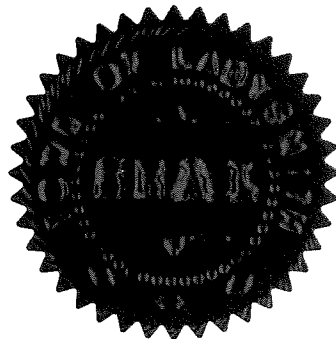


TOWN OF LADYSMITH

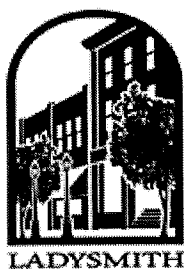
PROCLAMATION

- WHEREAS:** *the Provincial Government wishes to recognize the care, compassion and unselfish commitment of British Columbia foster families who care for children temporarily unable to live with their families and extended families; and*
- WHEREAS:** *foster families are an integral and valued part of a team that helps children return to their families, live with extended family or make the transition to an adoptive family, and*
- WHEREAS:** *First Nations, Métis, Inuit and other Aboriginal foster families help preserve the identity and unique culture and heritage of Aboriginal children and youth, and*
- WHEREAS:** *foster families from many cultures support children and youth to understand, cultivate and preserve their heritage, and*
- WHEREAS:** *fostering is a community responsibility and provides opportunities for all community members to contribute to the support of children and youth;*
- THEREFORE,** *I, Robert Hutchins, Mayor of the Town of Ladysmith, do hereby proclaim the month of October, 2013, as Foster Family Month in the Town of Ladysmith, British Columbia.*

October 7, 2013



Mayor R. Hutchins



Town of Ladysmith
STAFF REPORT

To: Ruth Malli, City Manager
From: Clayton Postings, Director of Parks, Recreation & Culture
Date: Sep 30, 2013
File No:

RE: LADYSMITH GOLF COURSE MAINTENANCE AGREEMENT

RECOMMENDATION(S):

THAT Council approve the request from the Ladysmith Golf Club to extend the current maintenance agreement for a further two-year period; and

THAT connection of the golf course irrigation system to the Town's central irrigation control system be referred to the 2014 capital budget.

PURPOSE:

The purpose of this report is to provide recommendations and relevant information on the request to continue the Ladysmith Golf Club Maintenance Agreement.

INTRODUCTION/BACKGROUND:

The Town of Ladysmith entered into an agreement with the Ladysmith Golf Club in May 2007 to provide maintenance services at an agreed to rate for a two-year period. In September 2009 the Ladysmith Golf Club requested that all fees associated with the maintenance agreement be waived and in August 2011 a similar request had been received. Council did waive all associated fees during these periods. As well in 2011 the Town agreed to add the maintenance of the irrigation system to the agreement.

SCOPE OF WORK:

As part of this agreement the Parks maintenance crew have carried out the work listed below:

- a) Mow rough areas at property with large 12ft cut ride on mower to a maximum of 1 time per week unless otherwise agreed by both parties;
- b) Maintain irrigation system;
- c) Provide advice on turf and greens maintenance on a regular basis; and,

Recreation staff have carried out the work listed below:

- a) Included Ladysmith Golf Club information in recreational marketing materials as undertaken by Ladysmith Parks, Recreation & Culture as appropriate.

ALTERNATIVES:

Council may choose to negotiate a new agreement or approve the request to extend the agreement.

FINANCIAL IMPLICATIONS:

It is estimated that the cost for providing this service continues to be in the range of \$6,000 to \$7,000 per year for Parks maintenance and \$500 to \$1,000 a year for marketing material.

The Ladysmith Golf Club receives a Permissive Tax Exemption for the land and building the Society operates. The value of this exemption in 2013, for municipal taxes only, is \$6,041.13. The Society also is not charged for the watering of the course or for the water and sewer used in the club house. This amount is approximately \$1,970 per year, for a total of \$8,011.13 in forgone revenue.

The current irrigation system at the golf course is not connected to the Town's central control system. It is recommended that this connection occur if the Town plans to continue to maintain this irrigation system. The estimated cost of this control connection is \$4,000 and this project will be submitted into the 2014 capital plan for consideration.

LEGAL IMPLICATIONS:

There are no legal implications identified.

CITIZEN/PUBLIC RELATIONS IMPLICATIONS:

This agreement assists the Ladysmith Golf Club in continuing the operation of a local golf course, which is an ongoing community amenity.

INTERDEPARTMENTAL INVOLVEMENT/IMPLICATIONS:

None identified.

ALIGNMENT WITH SUSTAINABILITY VISIONING REPORT:

This aligns with the following strategies:

Strategy 7 – A Healthy Community

Strategy 8 – Local, Diverse Economy

ALIGNMENT WITH STRATEGIC PRIORITIES:

This aligns with the following priorities:

Strategic Priority F: Safe and Healthy Community

SUMMARY:

The extension of this maintenance agreement for 2 years will support continued operation of a local golf course providing recreational opportunities, which may not be available to some otherwise.

I concur with the recommendation



Ruth Malli, City Manager

ATTACHMENTS:

1. Correspondence from Ladysmith Golf Club
2. 2011-13 Partnering Agreement and related staff report

RECEIVED
JUL 12 2013

July 5, 2013

Director of Corporate Services
Town of Ladysmith
P.O. Box 220
Ladysmith, BC
V9G 1A2

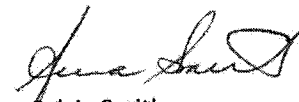
Subject: Renewal - Ladysmith Golf Club Maintenance Agreement

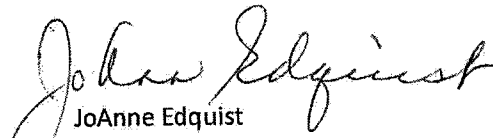
The directors of the Ladysmith Golf Club Society would like to request that the maintenance agreement with the Town of Ladysmith be renewed for a period of two years, beginning October 1, 2013. As per the current agreement, the following maintenance will be completed at no cost to the club:

1. Mow rough areas of the property (part of the lawn that is outside the Fairway and greens area that can only be cut with ride-on mower) with large 12-foot-cut, ride-on lawn mower, to a maximum of one time/week, unless otherwise agreed by both parties.
2. Maintain irrigation system.
3. Provide advice on turf and greens maintenance on a regular basis.
4. Include Ladysmith Golf Club in recreational marketing materials as appropriate.

We appreciate the support of the town and look forward to another successful partnership.

Sincerely,


Sylvia Smith
President


JoAnne Edquist
Vice-President

746-7549

RECEIVED
JUL 12 2013
TOWN OF LADYSMITH

REVIEWED AT A PREVIOUS MEETING.



To: Ruth Malli, City Manager
From: Patrick Durban, Director of Parks, Recreation & Culture
Date: November 16, 2011
File No:

Town of Ladysmith
STAFF REPORT

RE: LADYSMITH GOLF COURSE MAINTENANCE AGREEMENT

RECOMMENDATION(S):

That the request from the Ladysmith Golf Club to extend the current maintenance agreement for a further two-year period be approved.

PURPOSE:

The purpose of this report is to provide recommendations and relevant information on the request to continue the Ladysmith Golf Club Maintenance Agreement.

INTRODUCTION/BACKGROUND:

The Town of Ladysmith entered into an agreement with the Ladysmith Golf Club in May 2008 to provide maintenance services at an agreed to rate for a two-year period, as per the attached. In September 2009 the Ladysmith Golf Club requested that all fees associated with the maintenance agreement be waived and in August 2011 a similar request has been received. It is now estimated that the cost for providing this service is in the range of \$6,000 per year and that the Club does not pay property taxes or water use up to 3000 m3.

SCOPE OF WORK:

The Parks Maintenance crew has to schedule time and resources to carry out this work.

ALTERNATIVES:

To negotiate a new agreement or not approve the request to extend the agreement.

FINANCIAL IMPLICATIONS:

To continue with this agreement requires approval during the budget process.

LEGAL IMPLICATIONS:

The Town has no legal requirement to provide this service.

CITIZEN/PUBLIC RELATIONS IMPLICATIONS:

This agreement assists the Ladysmith Golf Club in continuing the operation of a local golf course, which is an ongoing community amenity.

INTERDEPARTMENTAL INVOLVEMENT/IMPLICATIONS:

Requires coordination of Parks Maintenance time and resources.

RESOURCE IMPLICATIONS:

See above.

ALIGNMENT WITH SUSTAINABILITY VISIONING REPORT:

This agreement aligns with a number of the strategies with the visioning report including a complete community, low impact transportation, healthy community and a local diverse economy.

ALIGNMENT WITH STRATEGIC PRIORITIES:

This project aligns with the Town's strategic priorities.

SUMMARY:

The extension of this agreement will support continued operation of a local golf course, which provides recreational opportunities, which may not be available to some otherwise.

ATTACHMENTS:

Previous report and requests

I concur with the
recommendation



Ruth Malli, City Manager

Ladysmith Golf Club

380 Davis Road
Ladysmith, B.C. V9G 1T9
Telephone (250) 245-7313

August 28, 2011

Director of Corporate Services
Town of Ladysmith
P.O. Box 220
Ladysmith, BC
V9G 1A2

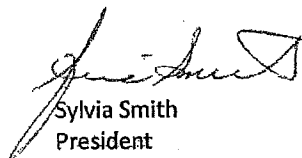
Subject: Renewal - Ladysmith Golf Club Maintenance Agreement

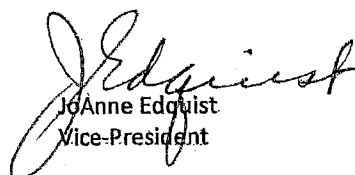
The directors of the Ladysmith Golf Club Society would like to request that the maintenance agreement with the Town of Ladysmith be renewed for a period of two years, beginning October 1, 2011. As per the current agreement, the following maintenance will be completed at no cost to the club:

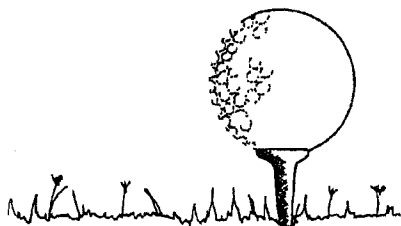
1. Mow rough areas of the property (part of the lawn that is outside the Fairway and greens area that can only be cut with ride-on mower) with large 12-foot-cut, ride-on lawn mower, to a maximum of one time/week, unless otherwise agreed by both parties.
2. Maintain irrigation system.
3. Provide advice on turf and greens maintenance on a regular basis.
4. Include Ladysmith Golf Club in recreational marketing materials as appropriate.

We appreciate the support of the town and look forward to another successful partnership.

Sincerely,


Sylvia Smith
President


JoAnne Edquist
Vice-President



SEP - 6 2011

RECEIVED

SEP 02 2011



Town of Ladysmith
STAFF REPORT

To: Ruth Malli, City Manager
From: Patrick Durban, Director of Parks, Recreation & Culture
Date: March 11, 2009
File No:

RE: GOLF COURSE MAINTENANCE & UTILITY FEES

RECOMMENDATION

THAT the Government Services Committee recommend to Council that they consider the request from the Ladysmith Golf Course Society to eliminate the golf course maintenance and utility fees during upcoming budget discussions.

BACKGROUND

The Ladysmith Golf Course Society made a request (attached) to reduce or eliminate the golf course maintenance and utility fees, which are presently provided by the Town's parks maintenance crew under an existing agreement (attached).

The following is accounting costs associated with this operation for the last number of years:

	2005	2006	2007	2008
Revenue	-	5,121	3,382	5,050
Expenditures	4,708	7,349	3,703	4,526
Utilities	1,215	1,550	875	1,287

In addition, Council approved waiving the 2006 outstanding balance of \$3,446.38 in March, 2008.

As this property is operated as a private golf course, which requires payment to use, it is difficult to compare with ball fields, which can be used by the public without charge.

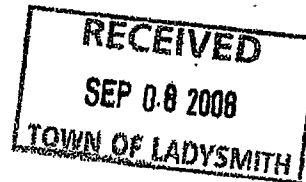
ATTACHMENTS:

Letter from Ladysmith Golf Course Society
Maintenance Agreement

I concur with the recommendation

Ruth Malli, City Manager

September 4, 2008



To the Honourable Mayor Hutchins:

The Ladysmith Golf Club Society has been a town institution for 20 years, providing enjoyable recreation for our community at very affordable prices. Each year, the management and maintenance of the grounds requires countless volunteer hours. These hours are generously provided by the directors, club members and their spouses, and the community. With a declining membership each year, the board of directors has taken initiatives to create more interest in the golf course. This past season saw the return of several successful club tournaments, discount days and special mornings for the ladies and men. Our community's senior citizens enjoy golfing here almost 365 days a year. In an effort to promote youth participation, a CPGA golf program was offered for ages 8-14. Money was donated to the golf course to provide prizes for a "hole-in-one" and local advertising was stepped up to attract more golfers to the club. Local businesses have contributed their time and services to our kid's fun tournaments. This year, a \$7 entry fee provides kids aged 8-14 a fun filled afternoon of golf, food, and prizes.

Despite efforts to promote the Ladysmith Golf Club, it is unable to generate profits needed for building improvements, maintenance equipment, or additional clubhouse attendants. The building that serves as our clubhouse is in total disrepair, and with two break-ins in the past three weeks, more repairs are needed. With no positive income stream, it is difficult to build up funds for any improvements. In an effort to decrease expenses, the Board of Directors would respectfully like to request the Town of Ladysmith consider its agreement with other sports associations within the community and reduce or eliminate the costs charged to the Golf Club Society for maintenance and utilities. It is our understanding that other clubs may not pay fees.

Total amounts paid for 2007 and 2008 to date, are as outlined below.

Maintenance Costs:		Water Utilities:	Total:	
2007	\$3924.88	2007	\$875.45	\$4800.33
June 2008	\$724.50	2008 Sprinkler	\$1680.00	
July 2008	724.50	Maintenance		
Aug 2008	724.50			\$3853.50
Sep 2008	724.50 owing			
Oct 2008	724.50 owing			\$5302.50

The board and its members believe the future of the golf course lies in our community youth, whether in the form of programs, membership, or employment opportunities. It is our mandate to continue to promote youth participation and membership, and provide a safe environment for kids to learn a lifelong sport. Your consideration in this matter is greatly appreciated.

Sincerely,
Bob Heyes
President



Town of Ladysmith

STAFF REPORT

To: Ruth Malli, City Manager
From: Erin Anderson, Director of Financial Services
Date: September 30, 2013
File No:

Re: 2013 Tax Sale

RECOMMENDATION(S):

It is recommended that Council receive this report for information only.

PURPOSE:

To inform Council of the details of the 2013 Tax Sale.

INTRODUCTION/BACKGROUND:

The 2013 Tax Sale was held at 10:00 a.m. on September 30, 2013. The sale is an auction of all properties that have unpaid property taxes from 2011, 2012 and 2013. The tax sale process is prescribed in the *Local Government Act*.

There were 22 relevant properties advertised in the local paper on September 17 and September 24. The following three properties remained on the Tax Sale list and were sold at auction:

Folio	Address	Upset Amount
1105.100	418 Parkhill Terr	\$10,536.85
1301.000	201 Dogwood Dr	\$25,258.60
1348.132	612 Alderwood Dr	\$3,849.95

As there were no bids received by the public, each property was deemed to be purchased by the municipality for the 'upset amount'. The upset amount is comprised of all three years of taxes plus administration fees.

In most circumstances, the property owner has at least 1 year to redeem the property. Staff will continue with the process of notifying all charge holders on title.

SCOPE OF WORK:

As prescribed in the *Local Government Act*, staff will contact charge holders on title notifying them that the property has been sold for taxes.

ALTERNATIVES:

There are no alternatives to Tax Sale.

FINANCIAL IMPLICATIONS:

The property taxes have already been accounted for in the year that the taxes were applicable.

LEGAL IMPLICATIONS:

Staff will notify the interested parties on title and ensure the owner is properly served notice.

CITIZEN/PUBLIC RELATIONS IMPLICATIONS:

Not applicable

INTERDEPARTMENTAL INVOLVEMENT/IMPLICATIONS:

Not applicable

RESOURCE IMPLICATIONS:

Finance Staff will focus on the next legislated steps with Tax Sale.

ALIGNMENT WITH SUSTAINABILITY VISIONING REPORT:

Not applicable.

ALIGNMENT WITH STRATEGIC PRIORITIES:

Not applicable.

SUMMARY:

That Council receive, for information, this report that Tax Sale was conducted on September 30, 2013 where three properties were deemed to be sold to the municipality for the upset price.

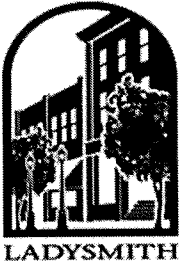
I concur with the recommendation.



Ruth Malli, City Manager

ATTACHMENTS:

None



Town of Ladysmith

STAFF REPORT

To: Ruth Malli, City Manager
From: Sandy Bowden, Director of Corporate Services
Date: October 2, 2013
File No:

Re: Contract for the Provision of Animal Control Services for the Town of Ladysmith – Coastal Animal Control Services

RECOMMENDATION(S):

That Council direct staff to issue a Request for Proposals for the provision of animal control services in the Town of Ladysmith.

PURPOSE:

The purpose of this staff report is to seek Council's direction regarding the issuance of a Request for Proposals for the provision of animal control services for the Town in light of the recent expiration of the agreement between the Town and Coastal Animal Control Services (CACS) for the provision of such services.

INTRODUCTION/BACKGROUND:

As Council is aware, the Town's animal control service is provided by CACS. The Town has contracted this service out to the CACS since 2004. The current agreement with CACS expired at the end of August. CACS is currently providing animal control service on a month-to-month basis. The Purchasing Policy stipulates that any purchase transaction exceeding \$25,000 must utilize a competitive bidding process.

SCOPE OF WORK:

Upon direction from Council, staff will issue the RFP and report back to Council on the outcome of the competitive process.

ALTERNATIVES:

Council could waive the competitive process and direct staff to sole source the selection of a service provider for animal control services if it considers that negotiating with a single supplier would offer better value.

FINANCIAL IMPLICATIONS:

Currently the Town pays \$2,260 per month for the provision of animal control services. The

monthly may change as a result of the competitive bidding process. The contractor also receives a percentage of the dog licences revenue.

Depending on the bid submissions, the cost of the dog licence fees may increase to minimize the general taxation subsidy.

LEGAL IMPLICATIONS:

The RFP process will be conducted in accordance with the Town's Purchasing Policy No. 1790-D.

CITIZEN/PUBLIC RELATIONS IMPLICATIONS:

Staff does not anticipate that the issuance of this RFP will impact the public significantly.

INTERDEPARTMENTAL INVOLVEMENT/IMPLICATIONS:

This initiative will involve the Financial Services and Corporate Services Departments.

RESOURCE IMPLICATIONS:

No additional resources are required to complete this initiative.

ALIGNMENT WITH SUSTAINABILITY VISIONING REPORT:

n/a

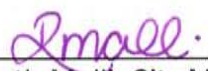
ALIGNMENT WITH STRATEGIC PRIORITIES:

This initiative aligns with Strategic Direction A – Wise Financial Management (improve purchasing controls and streamline purchasing process).

SUMMARY:

The current agreement with Coastal Animal Control Services for the provision of animal control services for the Town expired at the end of August. Given that the annual expenditure for this service will likely exceed \$25,000 staff recommends entering into a competitive bidding process by issuing a Request for Proposals for the provision of animal control services for the Town.

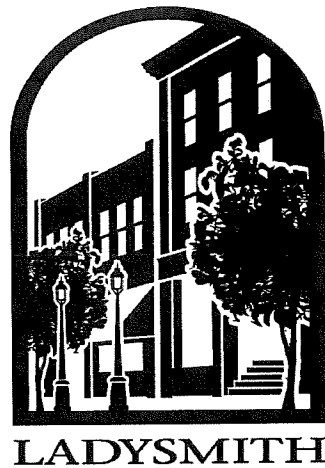
I concur with the recommendation.



Ruth Malli, City Manager

ATTACHMENTS:

Request for Proposals for the Provision of Animal Control Services in the Town of Ladysmith



Town of Ladysmith
Corporate Services Department

Request for Proposals
No. 2013-CS-03

PROVISION OF ANIMAL CONTROL SERVICES IN THE TOWN OF LADYSMITH

For further information
please contact:

Sandy Bowden
Director of Corporate Services
Town of Ladysmith
250-245-6404
sbowden@ladysmith.ca

RFP Issue Date: October 9, 2013
RFP Closing Date: October 28, 2013 at 2:30 p.m.
Location of Bid Opening: Ladysmith City Hall

1. Introduction

The Town of Ladysmith is seeking the assistance of a qualified company to provide animal control services for the Town. The Town of Ladysmith is located approximately 90 km. north of Victoria and 23 km. south of Nanaimo on the eastern shores of Vancouver Island. The population is 8,328 (BC Stats 2011) with approximately 3,000 households located within the Town boundaries. The Town issues approximately 1,100 dog licences annually. The Town's animal control services are currently provided by Coastal Animal Control Services.

Animal control services shall include:

- The provision of an animal shelter to be maintained by the contractor.
- Patrols on a regular basis for animal control in all areas of the Town, with concentrated patrols in problem areas as may be identified or determined by the Town from time to time.
- Patrols during special community events as identified by the Town.
- Twenty-four hour emergency service at all times.
- Monthly written reports to the Town summarizing animal control activities undertaken.
- Sale and promotion of dog licences.
- Issuance of tickets relating to offences under the Dog Licensing, Control and Pound Bylaw and appearance on behalf of the Town in relation to such offences.
- Other animal control services as deemed appropriate.

2. Required Project Deliverables

- Proposed contract for the provision of animal control services for the Town of Ladysmith outlining all pertinent details.
- An Executive Summary of the proposed contract to be included in the presentation of the proposal by staff to the Town Council.

3. Response Content

All respondents should include the following information in their proposal:

- All-inclusive contract price and hourly rate for additional services which may be outside of the scope of the proposed contract. Please include a subtotal price, applicable taxes, and total price in your bid.
- References with regards to the provision of animal control services in other jurisdictions.
- An outline of overall work experience in the animal control field.
- Qualifications of the individuals assigned to the contract.

4. Evaluation Criteria

The Town will evaluate Proposals based upon but not limited to, the following:

- Quality of the proposal

- Demonstrated proven experience
- Accessibility and responsiveness
- Costs
- Reference checks
- Proponent's innovative ideas

Proposals will be reviewed and evaluated by a selection committee comprised of Town staff. During the evaluation process any or all of the proponents may be invited to give written or oral presentations and/or participate in interviews with the committee.

5. Enquiries

All enquiries related to this "Request for Proposal" are to be directed to:

Sandy Bowden, Director of Corporate Services
Town of Ladysmith
Phone: 250-245-6404
Email: sbowden@ladysmith.ca

Enquiries and responses will be recorded and will be made available, by request, to all proponents for examination.

6. Proposal Submissions

Proponents are requested to submit their proposals **no later than 2:30 p.m. local time on October 28, 2012** to the attention of:

Sandy Bowden, Director of Corporate Services
Town of Ladysmith
410 Esplanade - P.O. Box 220
Ladysmith, BC V9G 1A2
Email: sbowden@ladysmith.ca

Proposals may be submitted in hard copy or by email. The Town is not responsible for the timely receipt or adequacy of any electronic transmissions, and late receipt of Proposals via email or facsimile will be cause for rejection of a Proposal.

All submissions must be clearly marked "Request for Proposals No. 2013-CS-03 – Animal Control Services".

The successful bidder will be required to obtain and provide proof of the following:

- A current business licence for operating in the Town of Ladysmith
- A Clearance Letter from WorkSafe BC that confirms they are registered and in good financial standing with WorkSafe BC
- Minimum \$2 million liability insurance with the Town of Ladysmith named as additional insured
- Federal, provincial and municipal permits when and where applicable

Tenders will be opened publicly at the Town of Ladysmith City Hall on **October 28, 2013 at 2:30 p.m.**

The Town reserves the right to accept or reject any or all Proposals either whole or in part at any time, or waive formalities in, or accept a Proposal either whole or in part which is deemed most favourable in the interest of the Town. The Town will be under no obligation to proceed further with any submitted Proposal and, should it decide to abandon same, it may, at any time, invite further proposals for the supply of the described services or enter into any discussions or negotiations with any party for the provision of the services. No alterations, amendments or additional information will be accepted after the closing date and time unless invited by the Town.

The lowest or any submission in response to this RFP will not necessarily be accepted. The bids will be considered on their merits and it is not the intention of the Municipality to buy on price alone.

The Town of Ladysmith Purchasing Policy entails the following Principles of “Best Value”:

- Procure the goods and services requirements of all departments in an efficient, timely and cost effective manner while maintaining the necessary controls;
- Engage in an open bidding process wherever practical;
- Ensure maximum value is obtained during the acquisition of goods and services. Where applicable, the total cost of the goods and services purchased should be taken into account. Total cost may include but not be limited to acquisition cost, disposal cost, residual value, training cost, maintenance cost, product performance and environmental impact;
- Take into account wherever practical the commitment to protection of the environment, and energy conservation;
- Ensure the acquisition of goods and services meets the requirements of applicable legislation and trade agreements, including the New West Partnership Trade Agreement, and the Agreement on Internal Trade; and
- Ensure that maximum value is realized when disposing of surplus goods, materials and equipment.

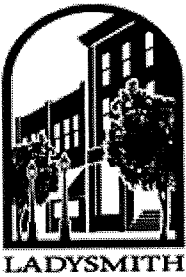
7. Ownership of Proposals

All Proposals and subsequent information materials shall become the property of the Town of Ladysmith after the closing date and time and will not be returned.

The Proposals will be held in confidence by the Town subject to the provisions of the Freedom of Information and Protection of Privacy Act. This Request for Proposals and all associated documentation is the property of the Town of Ladysmith and shall not be copied or distributed without the prior written approval of the Town.

Town of Ladysmith

STAFF REPORT



To: Ruth Malli, City Manager
From: Sandy Bowden, Director of Corporate Services
Date: October 3, 2013
File No: 2380-20

Re: **OPERATING AGREEMENT AND LICENCE TO OCCUPY WITH LADYSMITH AND DISTRICT HISTORICAL SOCIETY FOR OPERATION OF LADYSMITH ARCHIVES**

RECOMMENDATION:

That Council renew the Licence to Occupy and Operating Agreement with the Ladysmith and District Historical Society for the operation of the Ladysmith Archives for the period November 1, 2013 to October 31, 2018;

That staff be directed to publish notice of the Town's intent to enter these agreements in accordance with the legislation, and that the Mayor and Corporate Officer be authorized to sign the documents.

PURPOSE

The purpose of this report is to seek Council's approval to renew the Licence of Occupation and Operating Agreement with the Ladysmith and District Historical society for operation of the Ladysmith Archives.

INTRODUCTION/BACKGROUND:

In 2008, the Town negotiated an arrangement with the Ladysmith and District Historical Society to establish and operate the Ladysmith Archives. This arrangement was precipitated by the need to catalogue and house the Ray Knight Collection of photographs and artifacts which the Town had recently acquired.

Under the terms of the original agreement, the Town agreed to provide the following:

- Office space at a nominal rate for 5-year term
- Annual operating grant (through grants-in-aid – \$20,000 in 2013)
- Water and sewer
- IT support, including internet connection
- Insurance (general liability, building insurance, as well as contents insurance on the collection, archives and building)
- Capital Improvements – as requested by the Society and approved by Council
- Maintenance – (snow & ice removal)

No substantial changes to the terms are proposed for the renewed agreement.

Minor changes have been made to clarify wording or intent, and to reflect the funding application process. Changes are highlighted in yellow in the attached Operating Agreement. The Historical Society has reviewed the draft agreements and requested one change to Section 6.1(g) of the Operating Agreement, also highlighted in yellow. Their letter accepting the Terms of the draft agreements is also attached.

SCOPE OF WORK:

Corporate Services administers the agreements, Financial Services administers the provision of funding, and Infrastructure Services provides maintenance such as snow removal in the parking lot and sidewalk. From time to time, the Town's IT consultant provides advice or assistance.

ALTERNATIVES:

Council can choose to:

- Proceed as recommended; or
- Amend either or both of the attached documents.

FINANCIAL IMPLICATIONS:

In return for the Historical Society administering and preserving important documents, photographs and artifacts through the Ladysmith Archives, the Town provides space in a Town-owned unit and covers other associated costs as outlined above. The Town provides an annual operating grant to the Historical Society (\$20,000 in 2013) and a permissive property tax exemption which was \$4,072.89 in 2013. Additional annual costs to the Town for operation of the Archives include \$261.50 for utilities and about \$1300 a year for hydro.

LEGAL IMPLICATIONS:

The nominal rate being charged by the Town for the Archives space (\$1.00) is considered Financial Assistance under section 24 of the *Community Charter* and as such must be advertised.

CITIZEN/PUBLIC RELATIONS IMPLICATIONS:

The Archives help to preserve the community's heritage. In addition, the Historical Society provides research services that are experiencing growing popularity with members of the public.

INTERDEPARTMENTAL INVOLVEMENT/IMPLICATIONS:

As noted above.

RESOURCE IMPLICATIONS:

Impact on staff time is minimal.

ALIGNMENT WITH SUSTAINABILITY VISIONING REPORT:

Supports Sustainability Pillar #8 – Safe and Healthy Community.

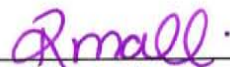
ALIGNMENT WITH STRATEGIC PRIORITIES:

Supports the Town's vision – "Ladysmith is a spirited community that values its small town quality of life, where we work together as stewards of our heritage, environment and economy".

SUMMARY:

In 2008, the Town entered into a five-year agreement with the Ladysmith and District Historical Society for the management and operation of the Ladysmith Archives. The term of the Operating Agreement and Licence of Occupation is coming to an end and it is recommended that Council enter into a new five-year arrangement.

I concur with the recommendation.



Ruth Malli, City Manager

ATTACHMENTS

Draft Licence of Occupation

Draft Operating Agreement

Letter from Ladysmith and District Historical Society.

LICENCE TO OCCUPY

THIS AGREEMENT dated for reference the ____ day of _____, 2013.

BETWEEN:

TOWN OF LADYSMITH

PO Box 220
Ladysmith, B.C.
V9G 1A2

(the "**Municipality**")

OF THE FIRST PART

AND:

LADYSMITH AND DISTRICT HISTORICAL SOCIETY

P.O. Box 813
Ladysmith, B.C.
V9G 1A6

(the "**Licensee**")

OF THE SECOND PART

WHEREAS :

A. The Municipality is the owner of land and improvements legally described as:

PID 026 446 324
Lot 1, District Lot 118, Oyster District, Plan VIS 5873

(the "**Land**").

B. The Licensee is a society duly incorporated under the *Society Act*, RSBC, 1996, c. 433, and has entered into an Operating Agreement with the Municipality dated _____ to operate the Archive Office located on the Land.

C. The Licensee has asked the Municipality to grant it this Licence under the terms herein set forth and the Municipality has agreed.

NOW THEREFORE, this Agreement witnesses that in consideration of the fees to be paid by the Licensee to the Municipality, and in consideration of the performance of the

covenants hereinafter contained, the Municipality and the Licensee covenant and agree with the other as follows:

1.0 DEFINITIONS

"Archives Office" means the basement unit located on the Lands with a civic address of Strata Unit 1, 1115 First Avenue, Ladysmith, BC.

"Operating" means to operate the premises, facilities and archives in accordance with the policies, procedures and terms of the Operating Agreement between the Parties dated _____.

2.0 RIGHT TO OCCUPY

2.1 The Municipality, subject to the performance and observance by the Licensee of the terms, conditions, covenants and agreements contained in this Agreement and to earlier termination as provided in this Agreement grants to the Licensee, its agents, employees, invitees and other persons a non-exclusive right by way of a license to occupy the Land and improvements for the purpose of operating the Archives Office and for no other purpose.

3.0 RESERVATION OF RIGHTS

3.1 The Municipality hereby reserves itself from the grant and the covenants made by it to the Licensee under clause 2 above the right for the Municipality, its agents, employees, contractors and subcontractors to have full and complete access to the Land to carry out any operations associated with the Municipality's use of the Land.

4.0 LICENSE FEE

4.1 In consideration of the right to occupy, the Licensee shall pay the Municipality, the sum of ONE (\$1.00) DOLLAR on the execution of this Licence.

5.0 TERM

5.1 The Term of the Licence granted under this Agreement shall be from the 1st day of November 2013 to the last day of October, 2018 unless earlier terminated under this Agreement.

6.0 INDEMNIFICATION

6.1 The Licensee shall indemnify and save harmless and keep indemnified the Municipality, elected officials, officers, employees, licensees and occupiers from any and all claims, causes of action, suits or demands whatsoever that anyone has, might have or will have that arises out of the breach of this Agreement by or

through the negligent acts of the Licensee, its servants, contractors, employees or representatives.

- 6.2 The Licensee shall not indemnify and save harmless the Municipality, its elected officials and appointed officers, employees and agents from and against any lawsuits, damages, costs, expenses, fees or liability which result solely or partly from the negligent acts or omissions of the Municipality.

7.0 CANCELLATION AND TERMINATION

- 7.1 Either Party may terminate this Agreement at any time upon giving one hundred eighty (180) days' notice of its intention to terminate.
- 7.2 If the Licensee should fail to perform any of the covenants contained herein to be performed by the Licensee or is in breach of this Agreement or the Operating Agreement, the Municipality may terminate the agreement provided however that the Municipality first give the Licensee twenty one (21) days' notice of its intention to terminate, and should the Licensee fail to perform as required by this Agreement or correct the breach within such twenty one (21) days it may then terminate the Agreement.

8.0 FORFEITURE

- 8.1 The Municipality, by waiving or neglecting to enforce the right to forfeiture of this Agreement or the right of re-entry upon breach of this Agreement, does not waive the Municipality's rights upon a subsequent breach of the same or any other provision of this Agreement.

9.0 INSURANCE

- 9.1 During the Term, the Licensee shall if required by the Municipality, at its sole expense, obtain and maintain in force insurance as required under the terms of the Operating Agreement between the Parties dated _____.

10.0 STRIKES

- 10.1 The Licensee hereby releases the Municipality from any responsibility or liability whatsoever that might arise out of the Municipality failing to provide any services to the Land arising out of any strike or lockout between the Municipality and its employees.

11.0 NOTICES

- 11.1 It is hereby mutually agreed that any notice required to be given under this Agreement shall be deemed to be sufficiently given:
- (a) To be delivered at the time of delivery; and

- (b) If mailed from any government post office in the Province of British Columbia by prepaid registered mail addressed as follows:

- (i) If to the Municipality:

PO Box 220
Ladysmith, B.C.
V9G 1A2
Attention: Director of Corporate Services

- (ii) If to the Licensee

P.O. Box 813
Ladysmith, B.C.
V9G 1A6
Attention: Ladysmith and District Historical Society Board of Directors

or at the address a party may from time to time designate, then the notice shall be deemed to have been received five (5) days after the time and date of mailing. If, at the time of mailing the notice, the delivery of mail in the Province of British Columbia has been interrupted in whole or in part by a strike, slow-down, lock-out or other labour dispute, then notice may only be given by actual delivery of it.

12.0 CONSTRUCTION

- 12.1 The Licensee shall not construct or place any building or structures or make any improvements to the Land contrary to the Operating Agreement between the Parties dated _____ or without the prior approval of the Municipality.

13.0 BUILDERS LIENS

- 13.1 The Licensee will indemnify the Municipality from and against any liens for wages or materials, for damage to persons or property caused during the making of or in connection with any excavation, construction, repairs, alterations, installations and additions which the Licensee may make or cause to be made on, in or to the Land.

14.0 FIXTURES

- 14.1 All buildings, structures or improvements constructed on the Land by the Licensee shall at the termination of the Agreement, become the sole property of the Municipality at no cost to the Municipality.

- 14.2 Any fixtures purchased by the Licensee with the Licensee's own funds, that must be attached to the wall, floor or ceiling, shall remain the sole property of the Licensee at the termination of the Agreement.

15.0 CLEAN UP

- 15.1 At the end of the term, the Licensee shall leave the Land and improvements in a clean and tidy condition.

16.0 REGULATIONS

- 16.1 The Licensee will:

- (a) comply promptly with the legal requirements of all authorities, including an association of fire insurance underwriters or agents, and all notices issued under them that are served upon the Municipality or the Licensee; and
- (b) indemnify the Municipality from all lawsuits, damages, loss, costs or expenses the Municipality may incur by reason of non-compliance by the Licensee with the legal requirements or by reason of any defect in the Land.

17.0 NO COMPENSATION

- 17.1 The Licensee shall not be entitled to compensation for any loss or injurious affection or disturbance resulting in any way from the termination of the licensee or the loss of the Licensee's interest in any building, structure or improvement built or placed on the Land.

18.0 ASSIGNMENT

- 18.1 This licence is personal to the Licensee and cannot be assigned to any other person without the written consent of the Municipality.

19.0 CONDUCT

- 19.1 The Licensee shall during the period of its occupancy of the Land ensure that all persons using the Land do so in an orderly manner and do not breach any law, regulation, by-law or rule or lessen the enjoyment of any other persons using the Land.

20.0 MISCELLANEOUS

- 20.1 This Agreement shall not be interpreted as granting any interest in the Land to the Licensee.

- 20.2 No provision of this Agreement shall be construed to create a partnership or joint venture relationship, an employer-employee relationship, a landlord-tenant, or a principal-agent relationship.
- 20.3 This Agreement, including any Schedules attached hereto, constitutes the entire agreement between the Parties with respect to the subject matter of the Agreement and contains all the representations, warranties, covenants and agreements of the respective Parties, and may not be amended or modified except by an instrument in writing executed by the Parties.
- 20.4 Time shall be of the essence in this Agreement.
- 20.5 If a dispute relating to this Agreement should arise, and the Parties cannot settle the dispute through negotiation, then the Parties may elect to resort to binding arbitration pursuant to the *Commercial Arbitration Act* (British Columbia). If any dispute is referred to mediation or to an arbitrator under the *Commercial Arbitration Act*, the costs of the arbitration shall be borne equally by the Parties involved in the dispute. The Parties agree that in the event of arbitration, a single arbitrator shall be appointed in lieu of a panel.
- 20.6 No remedy conferred upon or reserved to the Parties is exclusive of any other remedy herein or provided by law, but all such remedies shall be cumulative and may be exercised in any order or concurrently.

21.0 INTERPRETATION

- 21.1 That when the singular or neuter are used in the Agreement they include the plural or the feminine or the masculine or the body politic where the context or the Parties require.
- 21.2 The headings to the clauses in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any provision of it.
- 21.3 All provisions of this Agreement are to be construed as covenants and agreements as though the word importing covenants and agreements were used in each separate paragraph.

22.0 BINDING EFFECT

- 22.1 This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective heirs, executives, successors, administrators and permitted assignees.
- 22.2 This Agreement shall 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.

Executed by the **TOWN OF LADYSMITH**)
 this ____ day of _____, 2013, by its)
 authorized signatories:)

Mayor

Corporate Officer

Executed by **LADYSMITH AND DISTRICT**)
HISTORICAL SOCIETY this ____ day of)
_____, 2013, by its authorized signatories:)

Name:

Name: _____

OPERATING AGREEMENT

THIS AGREEMENT is dated for reference the ____ day of _____, 2013.

BETWEEN:

TOWN OF LADYSMITH

PO Box 220
Ladysmith, B.C.
V9G 1A2

(the "**Municipality**")

OF THE FIRST PART

AND:

LADYSMITH AND DISTRICT HISTORICAL SOCIETY

PO Box 813
Ladysmith, B.C.
V9G 1A6

(the "**Operator**")

OF THE SECOND PART

WHEREAS

- A. The Municipality is the owner of the premises located at Strata Unit 1, 1115 First Avenue, Ladysmith, B.C. (the "**Archives Office**");
- B. The Operator is duly incorporated under the laws of the Province of British Columbia and has the necessary skills and ability to operate a facility such as the Ladysmith Community Archives Office;
- C. The Municipality wishes to enter into an agreement with the Operator, under which the Operator will continue the management and operation of the Archives Office, as more fully set out and described in this Agreement; and
- D. The purpose of this Agreement is to:
 - (1) set out the respective obligations of the Municipality as the owner of the Archives Office and the Operator as both the operator of the Archives Office and the recipient from the Municipality of the major source of the Operator's public funding;

- (2) ensure the alignment of the objectives of the Municipality and the Operator with respect to the Archives Office.

NOW THEREFORE the Municipality and Operator in consideration of the premises, and the mutual promises exchanged in this Agreement, agree as follows:

1.0 Definitions

1.1 In this Agreement

- (a) "**Capital Works**" means the installment or construction on the Lands of a building or structure or the addition or improvement to an existing building or structure on the Lands;
- (b) "**Chief Administrative Officer**" means the CAO for the Municipality;
- (c) "**Hazard**" means anything that presents a risk of personal injury or property damage to users and persons at or within the Archives Office;
- (d) "**License to Occupy**" means the agreement between the Parties dated November 1, 2013 granting a License to the Operator to occupy the Archives Office;
- (e) "**Archives Office**" means the premises located at Unit 1, 1115 First Ave., Ladysmith, B.C. and on lands legally described as:

PID 026 446 324
Lot 1, District Lot 118, Oyster District, Plan VIS 5873
(the "**Lands**");
- (f) "**Term**" means the term of this Agreement as established under section 2.1.

2.0 Term

- 2.1 The Term of this Agreement shall be for a period of five years commencing on November 1, 2013 and terminating on October 31, 2018 (the "**Term**").

3.0 Operator's Services

- 3.1 During the Term, the Operator will manage and operate the Archives Office in accordance with the terms and conditions set out in this Agreement.
- 3.2 The Operator will render its services to the Municipality with that degree of care, skill and diligence normally provided by the operators of similar archive facilities elsewhere in British Columbia.

- 3.3 The Operator shall manage and operate the Archives Office in a manner that is consistent with and to the standards required by Municipality.
- 3.4 The Operator will ensure that all of its employees, licensees, contractors and volunteers are appropriately trained, are familiar with all rules, regulations and bylaws applicable to the Archives Office, and are thoroughly familiar with and able to implement all emergency procedures as required under this Agreement. The Operator will also ensure that its employees, licensees, contractors and volunteers abide by the terms of this Agreement.
- 3.5 Except as specifically provided elsewhere in this Agreement, during the Term the Operator will be solely responsible:
- (a) to supply at its sole cost and expense all administration, management, supervision, labour, equipment (including vehicles, material, supplies) and other services necessary for the management and operation of the Archives Office in accordance with this Agreement;
 - (b) for operating expenses during the Term, including, without limitation, all natural gas, hydro, telephone services and any other fees or charges for services and utilities which may be assessed or charged in relation to the operation of the Archives Office;
 - (c) to comply with the requirements of all Federal, Provincial and Municipal laws applicable to the Archives Office; and
 - (d) to manage all funds received and disbursed in connection with the Archives Office.
- 3.6 Except where expressly provided elsewhere under this Agreement:
- (a) the Municipality shall not be obliged to furnish any services or materials for the management and operation of the Archives Office;
 - (b) the Municipality shall be responsible for carrying out maintenance at the premises in accordance with the Strata Agreement governing Units 1 and 2 of Strata Plan VIS5873;
 - (c) the Municipality shall be responsible to carry out Capital Works if approved by the Municipality, in consultation with the Operator.
 - (d) The Municipality shall be responsible for expenses associated with the provision of water and sewer; information technology (IT) support service based on the recommendation of the Town's IT consultants and approval of the Manager responsible (including Internet connection, data back-up and connection to the Town's network, if applicable); and any applicable taxes related to the premises.

4.0 Accessibility

- 4.1 The Operator shall ensure that the Archives Office is open and accessible to the general public during scheduled hours of operation.
- 4.2 The Operator shall ensure that the Archives Office is secured at all times when the Archives Office is closed to the general public.

5.0 Safety and Security

- 5.1 The Operator shall implement and follow procedures for security, public safety, public control and emergencies at the Archives Office to the satisfaction of the Municipality.
- 5.2 In the event of an emergency, and where the Operator deems it necessary, the Archives Office may be closed to the general public until the Operator determines that it is safe to reopen the Archives Office.
- 5.3 The Operator shall ensure that appropriate and sufficient warning signage is posted and maintained, and that information is made available to Archives Office users, concerning Hazards at the Archives Office.
- 5.4 The Operator shall promptly notify the Municipality of any major incidents or accidents at the Archives Office.
- 5.5 The Operator will advise the Municipality as soon as possible of incidents occurring at the Archives Office.

6.0 Policies and Procedures

- 6.1 The Operator will establish policies and procedures for the operation and management of the Archives Office but those policies and procedures must be consistent with the following goals and objectives of the Municipality, subject to budget constraints, namely:
 - (a) to manage the Archives Office in a professional, responsible manner;
 - (b) to promote the Archives Office and its activities and to encourage members of the community to use and support it;
 - (c) to exercise the principles of sound financial management in the operation and management of the Archives Office;
 - (d) operate the premises, facilities and archives of the Archives Office;
 - (e) actively obtain and preserve historical archives and artifacts pertaining to the Ladysmith region;

- (f) raise money for the furtherance of its purposes by contributions, donations, fees and grants;
- (g) implement recognized professional practices for acquiring, accessioning and processing archival records and artifacts using Rules of Archival Description;
- (h) organize special events to be held at the Archives Office;
- (i) develop Archives Office programs.

7.0 Reporting Requirements

7.1 The Operator shall, throughout the Term of this Agreement, provide to the Chief Administrative Officer or his or her designate:

- (a) an annual report in conjunction with the Operator's Grant-in-Aid submission to the Municipality, including
 - (i) a financial statement of revenues and expenditures for the year; and
 - (ii) a statement of the cash position of the Archives Office; and
 - (iii) a statement of the activities and achievements of the previous year in respect of the Archives Office; and
 - (iv) funding strategies for the Archives Office; and
 - (v) proposed operating and capital budgets;
 - (vi) a written request outlining the amount being requested from the Municipality for an annual operating grant;
- (b) minutes of all meetings of the Operator's Board, prepared promptly following those Board meetings and sent to the Municipality; and
- (c) any other information that may be requested by the Municipality from time to time.

8.0 Constitution and Bylaws

8.1 The Operator shall not amend its Constitution or Bylaws without at least 30 days' prior written notice to the Municipality. Such amendments shall not be inconsistent with the Terms of the License to Occupy between the Parties dated , 2013 or the Terms of this Agreement.

9.0 Standards

9.1 The Operator shall not undertake any Capital Works in respect of the Archives Office without the prior written consent of the Municipality.

9.2 All Capital Works and any other improvements placed at the Archives Office shall become and remain the property of the Municipality, unless expressly agreed to by both parties in advance.

10.0 Management

10.1 The Operator shall hire, train, manage, supervise (including discipline and termination) all personnel necessary for the management and supervision of the day to day operation of the Archives Office.

10.2 The Operator shall if requested, under the direction of the Municipality, conduct a review of Archives Office operations and of the Operator's services. That review shall include a risk assessment of the Archives Office and the Operator's operations and programs in or at the Archives Office. The Operator shall implement any changes in management, operational or maintenance practices or standards reasonably requested by the Municipality following such review.

11.0 Sources and Disposition of Revenues

11.1 In consideration of the services provided by the Operator under this Agreement, the Operator shall, if applicable, be entitled to retain all user fees charged and collected by the Operator for the use of the Archives Office.

11.2 The granting, if any, of Municipal operating funds (requested in accordance with Section 7.1(a)(vi) of this agreement) is at the sole discretion of the Municipal Council and will be determined annually at the same time the Municipality establishes its budget for the ensuing year, and will be subject to Municipal bylaws.

11.3 The Operator will conduct its own fundraising to assist it to fund special projects for the Archives Office or if the Operator determines that it requires funding to supplement the revenues from the user fees (if applicable) under section 11.1 and operational funding provided by the Municipality under section 11.2.

12.0 Spending Authority, Financial Accountability and Recordkeeping

12.1 The Operator's annual budget, when approved by its Board of Directors and the Council, is the source of the Operator's authority to make expenditures in relation to the Archives Office.

12.2 The Operator must obtain approval from its own Board of Directors for any proposed expenditures in excess of one thousand dollars that are not included in the Operator's annual budget under section 12.1.

- 12.3 The Operator must notify the Municipality in a timely manner of any unplanned over-expenditures in excess of those contained in the Operator's annual budget under section 12.1, and must include the Operator's proposal for corrective measures.
- 12.4 The Operator shall, throughout the term of the Agreement, maintain accurate records, to a standard or in such form as would normally be kept by a prudent operator, of all maintenance and repair activities undertaken by the Operator.
- 12.5 During the Term, the Operator shall keep and maintain accurate financial and accounting records in a form that is in accordance with generally accepted accounting principles, of all revenue and expenditures in relation to the management, maintenance and operations of the Archives Office.
- 12.6 The books, accounts, financial records and other records of the Operator with respect to the matters referred to in sections 12.4 and 12.5 shall be open for audit and inspection by the Municipality and its auditors upon 24 hours' notice to the Operator during regular business hours, and the Municipality and its auditors may take copies and extracts therefrom.

13.0 Insurance

- 13.1 During the Term, the Operator shall if required by the Municipality, at its sole expense, maintain Directors' Liability insurance against claims for personal liability incurred by him or her as a Director, in an amount not less than Five Million (\$5,000,000) Dollars per single occurrence, and provide the Municipality with a certified copy of such policy or policies.
- 13.2 The Municipality shall at its sole expense maintain general public liability insurance against claims for personal injury, death and property damage arising out of the Archives Office.
- 13.3 All policies held by the Operator shall contain a clause requiring the insurer not to cancel or change the insurance without first giving the Municipality thirty (30) days' prior written notice.
- 13.4 If the Operator does not provide or maintain or enforce the insurance required by this Agreement, the Municipality may take out the necessary insurance and pay the premium for periods of one (1) year at a time and the Operator shall pay to the Municipality these amounts immediately on demand.
- 13.5 The deductible on the policies of insurance shall not be more than Five Hundred (\$500) Dollars.

14.0 Responsibilities of the Municipality

- 14.1 The Municipality shall provide the Operator on an annual basis, the funds established by the Municipality in its annual budget for the operation of the

Archives Office as referenced in Section 11.2; the utilities and services listed in Section 3(b) and 3(d); and the insurance requirements as outlined in Section 13.2 of this agreement.

15.0 Termination

15.1 If:

- (a) the Operator becomes bankrupt or insolvent, or makes an assignment or petitions for or enters into an arrangement for the benefit of creditors;
- (b) being an incorporated company or society, proceedings are begun to wind up or dissolve the Operator; or
- (c) the Operator breaches the License to Occupy,

the Municipality may immediately terminate this Agreement.

15.2 If the Operator is in default of the performance of any of its obligations under this Agreement, then the Municipality may, by written notice to the Operator, require that such default be corrected within a period of 21 days. If within 21 days after receipt of such notice the default has not been corrected, the Municipality, without limiting any other right it may have, may immediately terminate this Agreement, in which case the Operator may retain the user fees it has collected to the date of Termination under the terms of this Agreement, less any costs incurred by the Municipality in remedying or correcting the Operator's default.

15.3 Either Party may terminate this Agreement at any time upon giving one hundred eighty (180) days' notice of its intention to terminate.

16.0 Assignment

16.1 The Operator may not assign this Agreement without the advance written consent of the Municipality, which consent may be withheld in the absolute and unfettered discretion of the Municipality.

17.0 *Freedom of Information and Protection of Privacy Act*

17.1 The Operator acknowledges that it is subject to the provisions and limitations under the *Freedom of Information and Protection of Privacy Act* with respect to the collection, use and disclosure of personal information (as that term is defined under the *Freedom of Information and Protection of Privacy Act*). The Operator agrees that it shall not collect, use or disclose personal information respecting Archives Office users, except in strict accordance with the requirements of the *Freedom of Information and Protection of Privacy Act*.

18.0 General Provisions

18.1 Notice

It is hereby mutually agreed that any notice required to be given under this agreement will be deemed to be sufficiently given if:

- (a) delivered at the time of delivery; and
- (b) mailed from any government post office in the province of British Columbia by prepaid registered mail addressed as follows:

if to the Municipality:

PO Box 220
Ladysmith, B.C.
V9G 1A2
Attention: Director of Corporate Services

if to the Operator:

P.O. Box 813
Ladysmith, B.C.
V9G 1A6
Attention: Ladysmith and District Historical Society Board of Directors

Unless otherwise specified herein, any notice required to be given under this Agreement by any party will be deemed to have been given if mailed by prepaid registered mail, or sent by facsimile transmission, or delivered to the address of the other party set forth on the first page of this Agreement or at such other address as the other party may from time to time direct in writing, and any such notice will be deemed to have been received if mailed or faxed, 72 hours after the time of mailing or faxing and, if delivered, upon the date of delivery. If normal mail service or facsimile service is interrupted by strike, slow down, force majeure or other cause, then a notice sent by the impaired means of communication will not be deemed to be received until actually received, and the party sending the notice must utilize any other such services which have not been so interrupted or must deliver such notice in order to ensure prompt receipt thereof.

18.2 Time

Time is of the essence in this Agreement.

18.3 Binding Effect

This Agreement will enure to the benefit of and be binding upon the Parties hereto and their respective heirs, administrators, executors, successors, and permitted assignees.

18.4 Waiver

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.

18.5 Cumulative Remedies

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.

18.6 Entire Agreement

This Agreement when executed in conjunction with the License to Occupy will set forth the entire agreements and understanding of the Parties as at the date hereof.

18.7 Further Assurances

Each of the Parties will do, execute or 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.

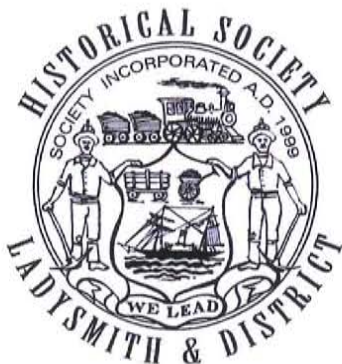
18.8 Amendment

No amendment, waiver, termination or variation of the terms, conditions, warranties, covenants, agreements and undertakings set out herein will be of any force or effect unless they are reduced to writing and duly executed by all Parties to this Agreement.

18.9 Law Applicable

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.



Ladysmith & District Historical Society
Box 813
Ladysmith, BC
V9G 1A6

Tel/Fax: 250.245.0100
Email: ldhsarch@telus.net
Website: ladysmithhistoricalsociety.ca



Ms. Joanna Winter
Manager of Administrative Services
Town of Ladysmith
Box 220
Ladysmith, B. C.
V9G-1A2

September 16, 2013

Dear Joanna,

I have enclosed a copy of the Minutes of our Emergent BOD Meeting, wherein the Board has approved the new Operating Agreement with just one change with regard to policies and procedures. viz.

6.1 (g) remove: "proper accessioning of artifacts"


replace with: "implement recognized professional practices for acquiring, accessioning and processing archival records and artifacts using Rules Of Archival Description (RAD)"

The minutes also confirm Brian Williams as third signing authority for the Society.

Isabelle Ouelette no longer has signing authority following her resignation effective September 10, 2013.

The Board was also advised that there is no change to the License to Occupy.

Kind regards,


Ian Hardy
President L.D.H.S.

IH/dc volunteer

ENCL.

MINUTES OF L.D.H.S. BOARD OF DIRECTORS EMERGENCY MEETING CALLED BY IAN HARDY, HELD AT
ARCHIVES OFFICE, 1115B FIRST AVENUE, LADYSMITH SEPTEMBER 13, 2013

PRESENT: Ian Hardy, (chair), Bridget Watson, Lil Hardy, Rob Johnson, Maureen Martin, Garry Martin, Bill Verchere, Brian Williams, Doris Cross. Apologies, Pat Glover

MEETING OPENED AT 11:33 A.M.

AGENDA: Approved.....Doris/Maureen

CORRESPONDENCE: Received letter of resignation from Vice president Isabelle Ouelette

NOMINATIONS called to fill position of Vice president. Brian Williams.....Ian/Lil.... elected

Welcome Brian.

Brian Williams will now have signing authority for this Society along with Bridget Watson and Ian Hardy.

NOMINATIONS called for a representative of this Society to attend Heritage Revitalization meetings.
Bernardien Knol.....Maureen/Lil.....elected

Welcome Bernardien.

Shaw will soon be the internet carrier for the Society

OPERATING AGREEMENT FOR ARCHIVES OFFICE:

Page 5, 6.1 (g) Implement recognized professional practices for acquiring, accessioning and processing archival records and artifacts using Rules of Archival Description (R. A. D.)

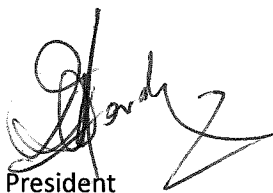
Page 5, 7.1 (a).....Motion: Rob/Bill Verchere that we contact Joanna Winter in regard to two agreements: 1. Co-occupant of building 2. Services supplied by co-occupant, be stated as two separate agreements. Discussion. In agreement - 2. Against- 7. Motion not carried.

The chairperson advised the Board that there is no change to the new License to Occupy.


OPEN HOUSE: Fifth ANNIVERSARY (of being in this building) Tuesday November 19, 2013

Move to adjourn 12:15

Next regular B.O.D. meeting set down for October 15, 2013, if required. Brian Williams chairing.



President



Secretary



Town of Ladysmith

STAFF REPORT

To: Ruth Malli, City Manager
From: Sandy Bowden, Director of Corporate Services
Date: October 2, 2013
File No:

Re: Lease Renewal – Festival of Lights Society - 1163 Fourth Avenue

RECOMMENDATION:

That Council authorize the Town to enter into the revised lease agreement with the Festival of Lights Society for the use of 1163 Fourth Avenue (Lot A, District Lot 146, Oyster District, Plan 34438, Part of Fourth Avenue, PID #000-290-386) for a five year term, with the option to renew the lease for two consecutive five year terms, and that the Mayor and Corporate Officer be authorized to sign the lease on the Town's behalf.

INTRODUCTION/BACKGROUND:

Council will recall that at the July 2, 2013 the following resolution was adopted regarding the agreement between the Town and the Festival of Lights Society (FOLS):

That the Town enter into a lease agreement with the Festival of Lights Society for the use of 1163 Fourth Avenue for a five-year term, with the option to renew the lease for two consecutive five-year terms, subject to Ladysmith Kinsmen Club approval of proposed changes to Clause 3.

Upon discussions with the FOLS, representatives advised staff that they no longer wish to proceed with the proposed changes to Clause 3 (amendment was to add the following statement to the end of the clause to read "The building shall not be rented or otherwise made available to any person, group or organization, save and except to the Kinsmen Club of Ladysmith, ***unless the Festival obtains written approval from the Director of Corporate Services.***") Their preference is to amend Clause 3 as follows:

- "The building shall not be rented or otherwise made available to any person, group or organization, save and except to the Kinsmen Club of Ladysmith, ***or other similar community service groups.***"

Staff concurs with the proposed amendment to Clause 3.

ALTERNATIVES:

Council could deny the FOLS' request to renew the lease.

FINANCIAL IMPLICATIONS:

n/a

LEGAL IMPLICATIONS:

Staff will ensure that the lease is processed in accordance with statutory requirements.

CITIZEN/PUBLIC RELATIONS IMPLICATIONS:

The FOLS is widely supported both within the Ladysmith community and beyond the community.

INTERDEPARTMENTAL INVOLVEMENT/IMPLICATIONS:

This issue involves the Corporate Services and Financial Services Departments.

ALIGNMENT WITH SUSTAINABILITY VISIONING REPORT

n/a

ALIGNMENT WITH STRATEGIC PRIORITIES:

n/a

SUMMARY:

The FOLS stores its seasonal light displays and conducts meetings in their building located on Town-owned property at 1163 Fourth Avenue. The lease for the land has expired and Council's consideration of renewing the lease for a further five year term, with an option to renew the lease for two additional five year terms is requested.

I concur with the recommendation.



Ruth Malli, City Manager

ATTACHMENTS:

Draft Lease Document

THIS AGREEMENT MADE THE

DAY OF

2013

BETWEEN: **TOWN OF LADYSMITH**
BOX 220 – 410 Esplanade
LADYSMITH, B.C. VOR 2EO

(hereinafter called "the Town")

OF THE FIRST PART

AND: **FESTIVAL OF LIGHTS SOCIETY**
BOX 98
LADYSMITH, B.C. VOR 2EO

(hereinafter called "the Festival")

OF THE SECOND PART

WHEREAS the Town and the Festival wish to enter into an Agreement to provide for the siting of the building owned by the Festival and to be used for the purpose of storing Christmas decorations and to provide meeting space;

AND WHEREAS the Town owns property described as Lot A, District Lot 146, Oyster District, Plan 34438, Part of Fourth Avenue, PID #000-290-386 (1163 Fourth Avenue).

NOW THIS AGREEMENT WITNESSETH

That in consideration of the mutual covenants and agreements contained herein, the parties hereto do hereby agree as follows:

1. The Town agrees to permit the Festival to situate their storage building on Town property described above.
2. The Festival agrees to comply with all Town covenants for quiet enjoyment.
3. The building shall not be rented or otherwise made available to any person, group or organization, save and except to the Kinsmen Club of Ladysmith, or other similar community service groups.
4. Notwithstanding clause 3, Town personnel and their agents and servants will have unlimited access to the site.
5. The Festival will carry liability insurance of not less than Two Million Dollars (\$2,000,000) adding the Town as an additional named insured and agree to indemnify and save the Town harmless from any liability arising out of the terms of the lease.
6. The Festival shall pay to the Town an annual rental of One Dollar (\$1.00) not later than June 30th in each year.
7. The Festival shall be responsible for all operating costs of the building and land on which

the building is situated.

8. This Agreement shall be binding upon the parties hereto and their respective successors and assigns.
9. The term of this Agreement is five years from the date first above written and, provided this Agreement is not in arrears, it may be renewed at the option of the Ladysmith Festival of Lights Society for two additional terms of five years
10. All or any notice to be given by either party herein shall be given in writing addressed to:

TOWN OF LADYSMITH
 BOX 220 – 410 Esplanade
 LADYSMITH, B.C. V0R 2E0

And to: **FESTIVAL OF LIGHTS**
 BOX 98
 LADYSMITH, B.C. V0R 2E0

IN WITNESS WHEREOF the parties hereto on the day and year first above written have affixed their hand and seals in the presence of their duly qualified officers.

SIGNED, SEALED AND DELIVERED
 by the **TOWN OF LADYSMITH**
 in the presence of:

 Mayor

 Director of Corporate Services

(SEAL)

SIGNED, SEALED AND DELIVERED
 by the **FESTIVAL OF LIGHTS SOCIETY**
 in the presence of:

 President

 Secretary

(SEAL)

TOWN OF LADYSMITH

BYLAW NO. 1834

A bylaw to regulate the servicing of developments

WHEREAS Council may appoint a person to be called an Approving Officer to exercise the jurisdiction conferred on him by the *Land Title Act* or the regulations or any other Act or regulations;

AND WHEREAS the Approving Officer appointed by the Town of Ladysmith has established procedures for examining proposed subdivisions;

AND WHEREAS the Council may by bylaw impose subdivision application fees pursuant to Section 931 of the *Local Government Act*;

AND WHEREAS Council may by bylaw regulate and require the provision of works and services in respect of the subdivision or development of land, pursuant to Section 938 of the *Local Government Act*;

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

TABLE OF CONTENTS

1. The provisions of this Bylaw apply to the whole of the Town of Ladysmith and are divided into five parts and seven schedules dealing with the following subjects:

Part I	- Interpretation
Part II	- Application, Administration and Enforcement
Part III	- Subdivision Application Procedure
Part IV	- Conditions of Subdivision Approval
Part V	- Title and Repeal
Schedule A	- Servicing Agreement
Schedule B	- Maintenance Agreement
Schedule C	- Works and Services Agreement
Schedule D	- Waiver Agreement
Schedule E	- Municipal Specifications and Drawing Standards
Schedule F	- Rights-of-Way
Schedule G	- Letter of Credit

PART I - INTERPRETATION

- 1.01 In this Bylaw or in any resolution of Council passed relating to this Bylaw, unless the context otherwise requires:

"Access" means a method of approach to a parcel from a street, typically considered a driveway;

"Access Strip" means that part of a panhandle lot that provides access to a street;

"Agreement" means a Construction Agreement, a Maintenance Agreement or a Works and Services Agreement; and is a legally binding agreement between the owner of the land being subdivided and the Municipality, in the form attached hereto as Schedules A, B, and C, which details the Works and Services required to be completed or which have been completed in connection with the subdivision;

"Approval" means approval by the Approving Officer of the subdivision pursuant to the Land Title Act or the Condominium Act;

"Approving Officer" means the officer so appointed by Council resolution according to the

provisions of the Land Title Act;

"Arterial Street" means a street which is designed to carry traffic from collector streets to other streets and also usually provides direct access to properties;

"Boulevard" means that portion of a highway between the curb lines or the lateral boundary lines of a roadway and the adjoining parcel or between curb on median strips or islands, but does not include any curbs, sidewalks, ditches or driveways;

"Building Code" means the British Columbia Building Code, latest edition.

"Collector Street" means a street whose primary function is to carry local traffic to other streets, and which also usually provides direct access to properties;

"Common Access" means an access used by two or more adjoining parcels;

"Community Sanitary Sewer System" means a sewage collection and disposal system owned and operated by the Town;

"Community Storm Drainage System" means a system of drains or drainage collection works owned and operated by the Town;

"Community Water System" means a waterworks treatment and distribution system owned and operated by the Town;

"Council" means the elected Council of the Town;

"Cul-de-sac" means a collector street which has only one connection to the street system and which cannot reasonably be extended and which terminates in an area for the turning of motor vehicles;

"Developer" means the Applicant;

"Engineer" means the Director of Infrastructure Services of the Town appointed by Council or such other person as may, from time to time, be appointed by the Engineer to act on his behalf;

"Final Approval" means the signing by the Approving Officer of the subdivision plan in order to permit registration of the subdivision in the Land Titles Office;

"Front Parcel Line" means the lot line common to the lot and an abutting street, or where there is more than one lot line common to abutting streets, the shortest of these lines;

"Lane" means a street intended to provide secondary access to parcels of land;

"Maintenance Period" means the length of time that the works and services installed in connection with the subdivision are to be maintained free of defects by the developer and at his expense;

"Major Arterial Street" means a street which is designed to carry through traffic and which also usually provides direct access to properties;

"Natural Boundary" means the visible high water mark of any lake, river, stream or other body of water where the presence and action of the water are so common and usual, and so long continued as to mark on the soil of the bed of the body of water a character distinct from that of its banks, in vegetation and the nature of the soil;

"Ornamental Street Light" means a free-standing pole, other than wood, with attached luminaire;

"Panhandle Parcel" means any parcel which is serviced and accessed through a narrow strip of land (access strip) which is an integral part of the parcel;

"Parcel" means any lot, block or other area in which land is held or subdivided, but does not include a street;

"Professional Engineer" means a person who is registered or duly licensed as such to practice within the Province of British Columbia, pursuant to the Engineering Profession Act;

"Proposer" means a person applying for the approval of a subdivision, whether as the owner of the property proposed to be subdivided or as the agent authorized in writing by the owner;

"Public Utility" means the lawful distribution or distributor of electricity, gas, telephonic or television signals under the Utilities Commission Act, the Local Government Act, or a Statute of Canada;

"Right-of-Way" includes land or an interest in land acquired for the purpose of:

- (1) public rights of passage with or without vehicles;
- (2) constructing, maintaining, or operating any railway; or
- (3) erecting and maintaining any pole-line; or
- (4) laying, placing, operating, inspecting, replacing, repairing and maintaining drains, ditches, water courses, pipes, transmission lines, or wires for the conveyance, transmission, or transportation of water, gas, electrical power, communication, or for the disposal of sewage or drainage;

or any right-of-way of a like nature or for any purpose necessary for the operation and maintenance of the undertaking;

"Roadway" means the travelled portion of the street that is improved, designed or ordinarily used for vehicular traffic;

"Sidewalks" means a public way for pedestrian traffic, and includes trails and walkways;

"Street" means major arterial, arterial, collector streets, road, bridge, viaduct, lane and any other way open to public use, but does not include a private right-of-way on private property;

"Subdivision" means the division of land into two or more parcels, whether by plan, apt descriptive words, or otherwise;

"Town" means the area encompassed by the boundaries of the Town of Ladysmith;

"Water Course" means any natural drainage course or source of water, whether usually containing water or not, and includes any lake, river, creek, spring, ravine, swamp, gulch or source of ground water whether enclosed or in a conduit;

"Works and Services" means the streets, drainage, water and sewer systems, fire hydrants, boulevard crossings, transit bays, the sidewalks, boulevards, street lighting, underground wiring, public utilities, or any other works to be provided for in a subdivision of land under this Bylaw;

"Zone" means a land use designation created by the Zoning Bylaw of the Town and all amendments thereto.

- 1.02 Unless otherwise defined herein, any word or expression in this Bylaw shall have the same meaning as any similar word or expression contained in the Local Government Act.

PART II - APPLICATION, ADMINISTRATION AND ENFORCEMENT

2.01 Application

The provisions of this Bylaw apply to all lands within the area incorporated as the Town of Ladysmith. This Bylaw does not apply to any subdivision for which application was made prior to the date of coming into force of this Bylaw provided that such application is completed within 12 months of adoption of this Bylaw.

2.02 Purpose

The purpose of this Bylaw is to regulate the subdivision and development of land and the arrangement, design and construction of highways, works and services, in order to:

- (a) Promote orderly, efficient, economical and aesthetically pleasing development;
- (b) Ensure that subdivisions and developments are developed in harmony with the environment and are suited to the use for which they are intended.

2.03 Other Bylaws and Enactments

This Bylaw should be used in conjunction with the Schedules to this bylaw, the current Town of Ladysmith Zoning Bylaw and the current Ladysmith Community Plan. Users of this Bylaw are advised that they should also be knowledgeable of the requirements of other applicable enactments including without limitation the:

- (a) *Land Title Act*;
- (b) *Local Government Act*;
- (c) *Community Charter*
- (d) *Strata Property Act* and Bare Land Strata Regulations;
- (e) *Agricultural Land Commission Act*;
- (f) *Real Estate Act*;
- (g) *Land Survey Act*;
- (h) *Forest Land Reserve Act*;
- (i) *Waste Management Act*;
- (j) *Highway Act*;
- (k) *Builders Lien Act*;
- (l) *Water Act*.

2.04 Works and Services Requirement

As a condition of

- a) The approval of a subdivision, or
- b) The Issuance of a Building Permit, where the value of construction, as determined by the Building Bylaw, is greater than \$50,000

The owner of the land is required to provide works and services in accordance with the standards established in this Bylaw, on that portion of a highway immediately adjacent to the site being subdivided or developed, up to the center line of the highway.

2.05 Subdivision Approval or Rejection

Every application for the subdivision of land shall be made to the Approving Officer.

2.06 Final Approval

No land within the Town shall be subdivided until final approval by the Approving Officer has been obtained.

2.07 Authorization to Enter

The Approving Officer and/or the Engineer, being officers of the Town, are authorized to enter at all reasonable times, upon the lands for which application to subdivide has been made, in order to ascertain whether or not the provisions of this Bylaw are being provided.

2.08 Penalty

Any person who violates any of the provisions of this bylaw shall, upon summary conviction, be liable to a penalty not exceeding Two Thousand (\$2,000.00) Dollars, plus the cost of prosecution. Every day that the violation continues constitutes a separate offence.

2.09 Severability

If any portion of this Bylaw is held to be invalid by a court of competent jurisdiction, the validity of the remaining portions of this bylaw shall remain in full force and effect.

PART III - SUBDIVISION APPLICATION PROCEDURE**3.01 Optional Preliminary Layout Review****(a) Process:**

Prior to submitting a formal application for subdivision approval as required in Part IV of this Bylaw, the Proposer may submit in writing to the Approving Officer, a proposal for preliminary layout review which shall state the name and postal address of the Proposer and the legal description and address of the parcel to be subdivided, and which shall be signed by the owner of the parcel. No examination fees or state of taxes need be submitted at this time.

(b) Information Needed:

The preliminary proposal shall be accompanied by a sketch plan drawn to a scale of not less than 1:2000 clearly indicating

- (i) the dimensions and full legal description of the parcel or parcels to be subdivided;
- (ii) the arrangement of the parcels and streets which would be created by the subdivision including the widths of the proposed streets and the approximate dimensions of the proposed parcels and any proposed alterations of lot lines or subdivision of any existing parcels;
- (iii) existing property lines and streets to be eliminated by the proposed subdivision;
- (iv) the relationship of the proposed subdivision onto adjacent streets and the connections of proposed new streets thereto;
- (v) existing buildings accurately located and identified;
- (vi) utility and other rights-of-way located and identified;
- (vii) watercourses and waterfrontages;
- (viii) the intended use of each parcel to be created by the subdivision;
- (ix) the name and postal address of the Proposer.

(c) Additional Information

The Approving Officer may require the Proposer for preliminary layout review to furnish:

- (i) such topographic information as may be required;
- (ii) such additional information as may be required to determine the suitability of the area for subdivision or the suitability of the size, shape, and orientation of the parcels required.

(d) Approving Officer Review

- (i) Within two (2) months of the receipt of the proposal for preliminary layout review, or of any additional information required under this Bylaw, the Approving Officer shall, in writing, indicate whether or not the proposed layout is acceptable for formal application.

- (ii) No letter shall be issued under this Section and no tentative approval shall be given unless the Proposer first executes an agreement in the form attached as Schedule D to this Bylaw, confirming that bylaws adopted by the Council under Part 26 of the Local Government Act prior to approval of the subdivision plan shall have effect with respect to the proposed subdivision.

(e) Revision to Layout

The Approving Officer may suggest revisions to the layout which, if incorporated into the plan, would enable the Proposer to apply for Subdivision Approval.

(f) Acceptance of Preliminary Layout

Acceptance of the preliminary layout by the Approving Officer shall:

- (i) be considered only as acceptance in principle of the preliminary layout proposal;
- (ii) not bind the Approving Officer to grant either tentative plan approval or final approval;
- (iii) be subject to all Town bylaws and Town plans governing the proposed subdivision.

3.02 Formal Application

An application for subdivision approval shall be submitted in writing to the Approving Officer and shall state the name and postal address of the Applicant as well as of the owner and the legal description and address of the parcel to be subdivided, and shall be signed by both the Applicant and the owner or be accompanied by some other valid proof that the Applicant is authorized to act as agent for the owner for the purpose of subdivision.

3.03 Application Fee

An application for subdivision and development approval shall submit with the application the fee set out in the Fees and Charges Bylaw of the Town.

3.04 Application Requirements

The subdivision application shall be accompanied by:

- (a) two white paper copies of a subdivision plan prepared by a B.C. Land Surveyor which shall show areas and dimensions of all lots being created; and, if not already submitted for preliminary layout review, then
- (b) other information as required in Section 3.01 (c) of this Bylaw;
- (c) a conceptual servicing plan prepared by a Professional Engineer indicating that the proposed subdivision shall be serviced in accordance with design criteria stipulated in this Bylaw. This requirement may be waived by the Approving Officer for small in-fill subdivision;
- (d) an itemized estimate prepared by a Professional Engineer of the cost of providing all works and services for the subdivision as required by this Bylaw. This requirement may be waived by the Approving Officer for small in-fill subdivisions.

3.05 Submission

Compliance with Sections 3.02, 3.03 and 3.04 of this Bylaw constitutes the tendering of the subdivision plan for examination and approval for the purposes of the Land Title Act and the Local Government Act.

3.06 Preliminary Plan Approval

Within two (2) months of the receipt of an application for subdivision approval or the receipt of any additional information which may be required under the Bylaw, the Approving Officer shall in writing:

- (a) grant conditional or unconditional preliminary plan approval, or
- (b) refuse preliminary plan approval stating explicitly the reason or reasons for refusal; or
- (c) notify the Applicant that preliminary tentative plan approval is being withheld pending modification of the plan as he may require.

3.07 Resubmission

Where preliminary plan approval is withheld the Applicant may, within three (3) months, re-submit to the Approving Officer for approval a revised plan of subdivision without paying a further examination or application fee.

3.08 Revised Preliminary Plan Approval

The Approving Officer shall, if satisfied that plans submitted under Subsection 3.07 of this Bylaw meet all the requirements of this Bylaw, grant preliminary approval within seven (7) days of the receipt of the revised plans.

3.09 Approval to Proceed

- (a) In all cases of preliminary plan approval, the Approving Officer shall explicitly state in writing all the requirements to be met before final approval can be given.
- (b) Preliminary plan approval shall:
 - (i) be considered as certification to the Applicant by the Approving Officer that all requirements for final subdivision plan approval have been met other than those in the letter of preliminary plan approval, and that work on the subdivision can proceed;
 - (ii) be effective only for a period of six (6) months, provided that, upon written application from the Applicant, the Approving Officer may extend the preliminary plan approval for a further three (3) months.

3.10 Final Approval

- (a) Following preliminary plan approval, the Proposer shall submit to the Approving Officer for final approval two (2) mylar transparencies and five (5) paper prints of the subdivision plan prepared by a B.C. Land Surveyor in a form acceptable to the Land Title Office, accompanied by:
 - (i) written notification by a Professional Engineer to the Approving Officer certifying completion of all works required under Part IV of this Bylaw, or a signed agreement in accordance with Section 4.05 (l) of this Bylaw together with all moneys payable or a letter of credit;
 - (ii) a certification from the Collector stating that all taxes which have been assessed or estimated on the land proposed for the subdivision have been paid;
 - (iii) payment of any applicable development cost charges and the administration and inspection fee required under Section 83 of the Land Title Act, Section 4.05 (n) of this Bylaw; and
 - (iv) where the owner of land is required to construct and install works and

services in accordance with the provisions of this Bylaw, the owner shall provide the Town with a maintenance bond in a form acceptable to the Approving Officer, equal to 10% of the cost of installing all such works and services as estimated in accordance with Section 3.04(d) of this Bylaw and as set out in Schedule A and B of this Bylaw;

- (v) confirmation that all other conditions specified in the letter of Preliminary Plan Approval, as set out in Section 3.06 of this Bylaw, have been fulfilled;
- (b) Forthwith upon receipt of the material required in Section 3.10(a) of this Bylaw, the Approving Officer shall in writing:
 - (i) grant final approval; or
 - (ii) notify the Applicant that final approval is being withheld, stating explicitly the reason or reasons therefor.
- (c) Final approval shall be certified by the return to the Applicant of the subdivision plan required under Section 3.10 (a) of this Bylaw, signed and dated by the Approving Officer in accordance with the provisions of the Land Title Act.

3.11 As Constructed Drawings

Upon completion of all Works and Services, the owner shall submit "As Constructed" drawings and "Certification of the Works" installed, both completed by a Professional Engineer in accordance with the requirements of the Standards, to the Approving Officer. All aspects of the work shall be carried out in accordance with good engineering practices and shall meet the requirements of the Standards set out in this bylaw.

PART IV - CONDITIONS OF SUBDIVISION APPROVAL

A. DESIGN

4.01 Compliance with Bylaw

The subdivision of land in the Town of Ladysmith shall be approved only in compliance with the provisions of this Bylaw, Division (4) of Part 7 of the Land Title Act and Part 26 of the Local Government Act.

4.02 Suitability

No subdivision will be approved until considered by the Approving Officer under the provisions of the Land Title Act.

4.03 Area, Shape and Dimensions of Parcels

- (a) No subdivision shall be created in any zone so that any parcel created by the subdivision has an area in square metres or hectares or a frontage width in meters less than those set out for the zone in which it is located as set out in the Town of Ladysmith Zoning Bylaw, as amended.
- (b) The Approving Officer may, in the following situations, exempt a developer proposing to subdivide land from any prescribed minimum frontage. In the case of a panhandle parcel, the minimum frontage and panhandle width shall be 4.3 meters. In the case of cul-de-sac parcels the average of the front and rear parcel lines shall be not less than the minimum parcel frontage set out in the Zoning Bylaw.
- (c) The side lot lines of parcel to be created by the subdivision shall be as close as possible to right angles or radial to street lines, and the Approving Officer shall ensure that the parcels to be created are logical in shape and dimension.
- (d) Where the requirements are met with respect to the provision of water and method

of sewage disposal, minimum parcel size requirements shall not apply to a subdivision where:

- (i) two or more parcels will be combined into a single parcel;
- (iii) the effect of the subdivision would not increase the number of parcels, but would adjust the boundary between existing parcels, provided that the boundary change did not result in the reduction of either parcel by ten percent or more of its original size; or
- (iv) an accretion is added to a parcel."

B. LAYOUT

4.04 The subdivision shall comply with the following:

- (a) the layout of all streets required in connection with the subdivision are in accordance with the design criteria specified in Schedule E of this Bylaw with respect to street and intersection geometrics, spacing, angle, location and grade;
- (b) sidewalks are provided where required to provide a logical and continuous pedestrian circulation system throughout the subdivision;
- (c) lanes shall be provided where necessary for servicing, continuity with existing lanes, or secondary access;
- (d) lane intersections shall have triangular corner cutoffs measuring not less than 3 m each way from the corner;

C. SERVICING

4.05 Requirements

All works, services and public utilities required in this Part shall be provided by the Applicant and shall be designed, installed and constructed in accordance with the design criteria, specifications and standard drawings included as Schedule E of this Bylaw. Any such works not included in Schedule E of this Bylaw shall be approved by the Engineer.

(a) Highway Provision and Widening

The Applicant shall provide land as set out in Section 938 of the Local Government Act.

(b) Construction Requirements

All streets within or immediately adjacent to a subdivision shall be designed and constructed as specified in Schedule E.

(c) Electrical, Telephone and Cablevision Requirements

Underground electrical, telephone and cablevision wiring shall be provided to every lot created by the subdivision and shall be a requirement for all newly created streets within a subdivision and for all existing streets within or immediately adjacent to a subdivision. If the subdivision consists of residential infill development of not more than 3 lots along a street which already has overhead wiring adjacent to the subdivision, underground wiring will not be a requirement along that street. Installation and construction requirements shall be those specified by B.C. Hydro, B.C. Tel and Shaw Cable.

(e) Gas Utility Requirement

Underground gas utility piping and all related works shall be installed, located and

constructed in accordance with the requirements of Schedule E and Fortis Gas regulations and standards and shall be provided to every lot created by the subdivision.

(f) Water System Requirements

Every lot created by a subdivision shall be connected to a suitable point on the Town water system through a complete and fully operational system of watermain, water meters, valves, valve chambers, hydrants and other appurtenances provided by the Applicant, in accordance with Schedule E.

(g) Sanitary Sewer System Requirements

Every lot created by a subdivision shall be connected to a suitable point on the Town sanitary sewer system through a complete and fully operational system of mains, manholes, necessary pumping stations and other appurtenances provided by the Applicant, in accordance with Schedule E.

(h) Drainage System Requirements

Every lot created by a subdivision shall be connected to a suitable point on the Town drainage system through a complete and fully operational system of mains, manholes, pumping systems, catch basins and other appurtenances provided by the Applicant, in accordance with Schedule E. Where the subdivision consists of infill development of not more than 3 lots along an existing street with ditches, the Approving Officer may approve drainage connections direct to the existing ditches where the construction of a storm sewer system would not be technically feasible at this time.

(i) Integrated Survey Monuments

The owner of any lands which are proposed to be subdivided and which require the dedication of streets, shall provide control monuments in the subdivision in the locations and in accordance with the standards as set in Schedule E.

Where a subdivision survey is carried out within an area declared an integrated survey area, all existing and new monuments pertinent to the survey of the subdivision shall be tied by survey to the nearest coordinate control monuments according to the procedures and regulations made by the Surveyor General.

All monuments installed as part of a subdivision shall be tied by survey to the subdivision survey.

(j) Excess Services

Where the Applicant is required by this bylaw to construct or replace any trunk water, sanitary sewer or storm sewer mains beyond the boundaries of the subdivision or development, or to provide the mains with excess capacity to the benefit of other lands, the Town may enter into an agreement with the owner of the lands to be subdivided to share all or part of the cost of any such trunk water, sanitary sewer, or storm sewer mains as set out in the Local Government Act. Where the provisions of Section 939 of the Local Government Act are invoked by Council, the rate of interest charged shall be six percent per annum.

(k) Refusal to Approve

Where works and services which would normally be required for the proposed subdivision or development under Section 4.05 (a), (b), (f) or (g) are part of a program covered by a Development Cost Charge Bylaw, the Approving Officer may refuse to approve the subdivision, or the Town may refuse to issue a Building Permit, until such time as the Town has Development Cost Charge funds available to pay for its share of the cost of such works unless the Applicant agrees to provide the services in which case his costs shall be deducted from the Development Cost Charges normally payable for that service.

(l) Completion of Works and Services

All works and services herein required to be constructed and installed at the expense of the applicant in connection with the subdivision or development of any lands shall be constructed and installed in compliance with this bylaw, the Local Government Act and the Land Title Act prior to final approval of the subdivision by the Approving Officer, or issuance of the Building Permit by the Town, unless the Applicant

- (i) deposits with the Town, the amount in cash estimated by the Approving Officer as the cost of installing any paying for all works and services required by this Subdivision and Development Bylaw, and enters into an agreement with the Town to have the Town do the work; or
- (ii) deposits with the Town cash or an irrevocable letter of credit, in the form of Schedule G, from a bank or other financial institution in the amount of 120% of the cost estimated by the Approving Officer of installing and paying for all works and services required by this Subdivision and Development Bylaw, and enters into an agreement with the Town to do the work by a specified date in accordance with this bylaw or forfeit the amount secured by the deposit to the Town.

(m) Return of Security

Where the Applicant has deposited cash or a letter of credit pursuant to Section 940 of the Local Government Act;

- (i) eighty-five percent (85%) of the cash or letter of credit deposited with the Town will be returned to the Applicant when the constructed works have been completed in compliance with the requirements of this Bylaw and the agreement entered into under Section 940 of the Local Government Act and inspected and approved by the Engineer; and
- (ii) the balance of the cash or letter of credit deposited with the Town will be returned to the Applicant one year after the date of approval of the works by the Engineer, provided that no latent deficiencies are found at the end of the one year period.

(n) Administration and Inspection Fees

Every Applicant shall, prior to approval of the subdivision plan or building permit and based on cost estimates acceptable to the Engineer, pay to the Town an administration and inspection fee calculated in accordance with the following schedule:

Estimated Cost of Providing
All Works and Services
Required By This Bylaw

\$100,000 & less

Administration & Inspection Fees

6% of estimated cost

\$100,001 to \$200,000	\$6,000 plus 4.5% of estimated cost above \$100,000
\$200,001 to \$300,000	\$10,500 plus 4% of estimated cost above \$200,000
\$300,001 to \$500,000	\$14,500 plus 3.5% of estimated cost above \$300,000
Over \$500,000	\$21,500 plus 2.5% of estimated cost above \$500,000

Note: All fees are subject to applicable taxes

PART V - TITLE AND REPEAL

5.01 Citation

This bylaw may be cited for all purposes as "Town of Ladysmith Subdivision and Development Servicing Bylaw 2013, No. 1834".

5.02 Repeal

"Town of Ladysmith Subdivision Control Bylaw, 1115" and all amendments thereto are hereby repealed.

READ A FIRST TIME on the 3rd day of September, 2013.

READ A SECOND TIME on the 3rd day of September, 2013.

READ A THIRD TIME on the 3rd day of September, 2013.

ADOPTED on the day of , 2013.

Mayor (R. Hutchins)

Corporate Officer (S. Bowden)

SCHEDULE "A"

SERVICING AGREEMENT

THIS AGREEMENT made the _____ day of _____,

BETWEEN: TOWN OF LADYSMITH
BOX 220, 410 ESPLANADE
LADYSMITH, BRITISH COLUMBIA
V9G1A2

(the "Town")

OF THE FIRST PART

AND:

(the "Developer")

OF THE SECOND PART

WHEREAS:

A. The Developer intends to develop certain lands within the Town legally described as:

(the "Land");

B. The Developer intends to construct certain roads and other works and services (the "Works") within the Lands or adjacent to the Lands, and may wish to subdivide the Land according to a plan of subdivision (the "Plan") a copy of which is annexed to this Agreement as Schedule "A" (may not apply to a building permit only); and

C. The Developer has requested approval of the Plan or issuance of the building permit prior to the construction and installation of the Works and is agreeable to entering into this bonding agreement pursuant to Section 940 of the Local Government Act and to provide the Bond specified by this Agreement.

NOW WITNESSETH that in consideration of the Town accepting this Bond and Agreement prior to completion of the construction of the Works, the Town and the Developer covenant and agree as follows:

Interpretation

1. In this Agreement

"Complete" or **"Completion"** or any variation of these words when used with respect to the Works means completion to the satisfaction of the Municipal Engineer on the date certified by him in writing.

"Development" includes the construction and completion of all aspects of the Plan, including, but not limited to, the Works.

"Engineer" means the Director of Infrastructure Services of the Town appointed by the Council, or any other person from time to time duly authorized to act in his stead by the Council or the Engineer.

"Municipal Engineer" means the Director of Infrastructure Services.

"Works" means the Works and Services to be performed and constructed by the Developer for the approval of the Plan by Section 938 of the Local Government Act, or the completion of works immediately adjacent to the Land, and the bylaws of the Town and described in Schedule "B" to this

Agreement.

Time for Completion

2. The Developer shall complete the Works to the satisfaction of the Engineer by the ____ day of _____, _____.

Bond

3. (1) As security for the due and proper performance of all of the covenants and agreements contained in this Agreement and the Works contemplated, the Developer has deposited with the Town cash in the amount of \$_____ as a Bond within the meaning of Section 940 of the Local Government Act (the "Bond").

Or

- (1) (a) As security for the due and proper performance of all of the covenants and agreements contained in this Agreement and the Works contemplated, the Developer has deposited with the Town an irrevocable Letter of Credit in the amount of \$_____ (the "Bond") to be valid for a period of twelve (12) months from the date of this Agreement.
- (b) The Town may make demand on the Bond at any time after the date of this Agreement.
- (c) The Developer is entitled to renew this Agreement if the Bond has been demanded.
- (d) The amount of the Bond may be reduced at any time with the approval of the Town in writing evidenced by the signature of the Approving Officer.
- (2) The Developer agrees that if the Works are not Completed by the date stated in Section 2, the Town may Complete the Works, at the cost of the Developer, and for that purpose may draw down upon the Bond the full amount of the Bond.
- (3) If there are insufficient monies contained in the Bond to Complete the Works the Developer shall pay the balance of the insufficiency forthwith upon invoice for it sent by the Town.
- (4) The Town may Complete the Works either by itself or by contractors employed by it.
- (5) If the Developer Completes the Works or if the Completion of the Works costs less than the amount of the Bond, then the Bond or a proportional part of it shall be returned by the Town to the Developer.
- (6) The cost of the Works shall include the actual cost of construction of them plus engineering, supervision, legal, survey and other costs.
- (7) An administration fee in the amount of 2 percent of the amount of the Bond, to a maximum of \$2,000.00 shall be made payable to the Town at the time the Bond is provided.

Rights-of-Way

4. Upon Completion of the Works, the Developer shall transfer and register in the Land Title Office the easements and rights-of-way prescribed by Schedule "B" to the persons or

corporations requiring them.

Standards of Works

5. (1) The Works shall be constructed to the standards required by the Subdivision Control Bylaw of the Town and to the satisfaction of the Engineer.
- (2) If the Works prove to be in any way defective or do not operate as designed and intended then the Developer shall, at the expense of the Developer, modify and reconstruct the Works so that they are fully operative and function to the satisfaction of the Engineer. Upon Completion of the Works to the satisfaction of the Engineer a Certificate of Substantial Completion signed by the Developer's Engineer shall be issued.

Comply with Regulations

6. (1) The Developer shall comply with the provisions of all Town Bylaws throughout the construction of the Works.
- (2) In the event that any material or debris should be left upon any road after the construction of the Works, the Developer covenants and agrees that the Town may forthwith remove the material or debris at the expense of the Developer, and the cost of the removal shall be determined by the Engineer.
- (3) In the event that any invoice of the Town for the removal of material or debris, remains unpaid after thirty (30) days of its receipt by the Developer, the Town may deduct the amount of the invoice from the Bond required by Section 3.

Developer's Engineer

7. (1) At all times during the construction of the Works, the Developer shall keep and employ an professional engineer, registered in the Province of British Columbia, with the authority to act on behalf of the Developer.
- (2) Any explanations, orders, instructions, directions and requests given by the Town to the Developer's professional engineer shall be deemed to have been given to the Developer.

Changes in Standards

8. The Developer covenants and agrees to comply with any changes in subdivision requirements or standards established by bylaw prior to the substantial commencement upon the Land of the Work contemplated by this Agreement and further agrees that the changes shall affect the Plan and Works.

Maintenance of Works

9. (1) The Developer covenants and agrees to:
 - (a) maintain the Works in complete repair for a period of one (1) year from Completion;
 - (b) remedy any defects in the Works appearing within a period of one (1) year from the date of Completion and pay for any damage to other work or property resulting from the Development, save and except for defects caused by reasonable wear and tear, negligence of the Town, its servants or agents, acts of God, or vandalism proven to have been committed after the date of Completion;

- (c) leave with the Town for a period of one (1) year from the date of Substantial Completion the sum of _____ dollars (\$_____) as Security.
- (2) If the Developer fails to maintain the Works, remedy any defect or pay for any damage resulting from the Works, the Town may deduct from the Bond the cost of completing all Works, remedying any defect or paying for any damage.

Duties of Developer

- 10. The Developer covenants and agrees, prior to the final approval of the Plan, to:
 - (a) submit to the Town final as-built drawings, including 2 complete sets of prints, 5 additional copies of the overall design plan (key plan), and 1 set of mylar transparencies of all Works as constructed and as approved by the Engineer;
 - (b) pay all arrears of taxes outstanding against the Land;
 - (c) pay to the Town, in addition to the Bonds required by Section 3 and 9, all inspection fees, administration fees, engineering fees, non-refundable levies and charges, legal costs incurred by the Town directly attributable to this Agreement, and the cost of connecting all utilities to service the Development.

Indemnity

- 11. The Developer covenants and agrees to save harmless and effectually indemnify the Town against:
 - (a) all actions, proceedings, costs, damages, expenses, claims and demands whatsoever and by whomsoever brought by reason of the Development;
 - (b) all expenses and costs which may be incurred by reasons of this Agreement resulting in damage to any property owned in whole or in part by the Town or which the Town by duty or custom is obliged, directly or indirectly, in any way or to any degree, to construct, repair or maintain; and
 - (c) all expenses and costs which may be incurred by reason of liens, non-payment of labour or materials, Workers' Compensation assessment, unemployment insurance, Federal and Provincial Tax, or union dues check off, by reason of the Development.

Town's Duty

- 12. The Town hereby covenants and agrees with the Developer to permit the Developer to perform all Works upon the terms and conditions contained in this Agreement.

Certificate of Acceptance

- 13. The Town agrees to provide the Developer with a Certificate of Acceptance of the Works signed by the Engineer upon satisfactory completion by the Developer of all of the covenants and conditions in this Agreement, including but not limited to, the maintenance of the Works and keeping them in complete repair for a period of one (1) year.

Withhold Building Permit

- 14. The Developer covenants and agrees that the Town may withhold the granting of a Building Permit for any building or part of a building to be constructed upon the Land until the issuance of the Certificate of Substantial Completion referred to in Section 5.

No Representations

15. It is understood and agreed that the Town has made no representation, covenants, warranties, guarantees, promises or agreements with the Developer other than those in this Agreement and except those required by the Approving Officer.

Town Property in Works

16. Upon issuance of the Certificate of Acceptance the Works become the property of the Town, free and clear of any claim by the Developer or any person claiming through the Developer, and the Developer shall save harmless the Town from any claims and agrees that any claims may, at the option of the Town, be paid by and from the Bond.

Terminology

17. Wherever the singular or the masculine are used in this Agreement, they shall be construed as meaning the plural or the feminine or body corporate or politic where the context or the parties require.

Binding Effect

18. This Agreement shall enure to the benefit of and be binding upon the parties hereto, their respective successors and permitted assignees.

Headings

19. The headings in this Agreement are inserted for convenience only and shall not be construed as part of this Agreement for the purpose of interpretation.

IN WITNESS the parties have signed and sealed this Agreement on the day it was made.

THE CORPORATE SEAL OF THE)
TOWN OF LADYSMITH was)
affixed in the presence of:)

Mayor)

Clerk)

THE CORPORATE SEAL OF THE)
DEVELOPER was affixed in)
the presence of:)

_____)

SCHEDULE "B"

MAINTENANCE AGREEMENT

THIS AGREEMENT made on the _____ day of _____,

BETWEEN: TOWN OF LADYSMITH
BOX 220, 410 ESPLANADE
LADYSMITH, BRITISH COLUMBIA
V9G1A2

(hereinafter called the "Town")

OF THE FIRST PART

AND:

(hereinafter called the "Developer")

OF THE SECOND PART

WHEREAS the Developer desires to develop certain lands within the Town, more particularly known and described as:

(hereinafter called the "Land")

AND WHEREAS the Developer has applied to subdivide the Land, according to a plan of subdivision, or has applied for a building permit to build on the Lands, a copy of which is hereunto annexed as Schedule "A";

AND WHEREAS the Developer constructed certain Works and Services (herein called the "Works"), more particularly described in Schedule "B" hereto;

AND WHEREAS the Developer has requested approval of the Subdivision, or issuance of the building permit prior to the expiration of a period of one year from the completion of the construction and installation of the Works and is agreeable to entering into this Bonding Agreement and to deposit the Bond herein specified;

NOW THIS AGREEMENT WITNESSETH that, in consideration of the premises and in consideration of the agreement by the Town to permit the Development and in consideration of the approval of the subdivision plan, the Town and the Developer herein covenant and agree as follows:

1. The development was considered complete by the Engineer on the _____ day of _____, _____ (the date of Completion).
2. As security for the due and proper performance of all of the covenants and agreements in this Contract contained, the Developer has deposited with the Town:

(a) cash in the amount of \$ _____.

Or

(b) an irrevocable Letter of Credit in the amount of \$ _____, a copy of which is attached hereto (hereinafter called the "Bond") to be valid for a period of twelve (12) months from the date hereof. PROVIDED HOWEVER, that the Town shall be at liberty to make demand on the said Letter of Credit at any time after the date hereof.

3. The Developer covenants and agrees to:

(a) maintain the Works in complete repair for a period of one (1) year from the date of Completion;

- (b) remedy any defects appearing within a period of one (1) year from the date of Completion and pay for any damage to other work or property resulting from the Development, save and except for defects caused by reasonable wear and tear, negligence of the Town, its servants or agents, or acts of God or by vandalism proven to have been committed after the date of Completion.
- 4. The Town hereby agrees to permit the Developer to perform all the said maintenance herein under the terms and conditions herein contained. If the Developer fails to maintain the Works, remedy any defect or pay for any damage resulting from the Works, the Town may deduct from the Bond the cost of maintenance, remedying any defect or paying for any damage.
- 5. The Developer shall, at all times in connection with the Development, keep and employ a professional engineer, registered as such in the Province of British Columbia, with the authority to act on behalf of the Developer. Any explanations, orders, instructions, directions and requests given by the Town to such professional engineer shall be held to have been given to the Developer.
- 6. The Developer covenants to save harmless and effectually indemnify the Town against:
 - (a) all actions and proceeding costs, damages, expenses, claims and demands whatsoever and by whomsoever brought by reason of the Works;
 - (b) all expenses and costs which may be incurred by reason of this Agreement resulting in damage to any property owned in whole or in part by the Town by duty of custom is obliged, directly or indirectly, in any way or to any degree, to construct, repair or maintain;
 - (c) all expenses and costs which may be incurred by reason of liens or non-payment of labour or materials, Workers' Compensation assessments, unemployment insurance, Federal or Provincial Tax, by reason of the Works.
- 7. The Town agrees that upon satisfactory completion of the maintenance period, to provide the Developer with a Certificate of Acceptance of said Works, signed by the Engineer.
- 8. The Works shall upon issuance of the Certificate of Acceptance, become the property of the Town, free and clear of any claim by the Developer or any person claiming through the Developer, and the Developer shall save harmless the Town from any such claims and agrees that such claims may, at the option of the Town, be paid by and from the Bond.
- 9. It is understood and agreed that the Town has made no representation, covenants, warranties, guarantees, promises or agreements with the Developer other than those in this Agreement and except those required by the Approving Officer.
- 10. Wherever the singular or the masculine are used in this Agreement, the same shall be construed as meaning the plural or the feminine or body corporate or politic where the context or the parties whereto so require.
- 11. This Agreement shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators and assigns.

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

The Corporate Seal of the)
TOWN OF LADYSMITH was affixed)
hereto in the presence of:)
_____)
Mayor)
_____)
Clerk)

The Corporate Seal of the)
DEVELOPER was hereunto affixed)
in the presence of its proper)
Officers in behalf:)
_____)
_____)
_____)

The amount and form of this Bond and
Agreement is approved by the Approving
Officer for the Town of Ladysmith this
_____ day of _____, _____.

Approving Officer

SCHEDULE "C"

WORKS AND SERVICES AGREEMENT

THIS AGREEMENT made the _____ day of _____, . . .

BETWEEN: TOWN OF LADYSMITH
BOX 220, 410 ESPLANADE
LADYSMITH, BRITISH COLUMBIA
V9G1A2

(the "Town")

OF THE FIRST PART

AND:

(the "Developer")

OF THE SECOND PART

WHEREAS:

A. The Developer desires to develop certain lands within the Town legally described as:

(the "Land");

B. Pursuant to Section 938 of the Local Government Act the Developer intends to provide Works and Services, in accordance with the Standards prescribed in the Subdivision and Development Bylaw of the Town on the Land and on that portion of street immediately adjacent to the Land up to the centre line of the street.

(the "Works");

C. The Developer has requested approval of the Subdivision or issuance of a building permit prior to the construction and installation of the Works and is agreeable to entering into this agreement pursuant to Section 940 of the Local Government Act and to provide the Bond specified by this Agreement.

NOW WITNESSETH that in consideration of the Town accepting this Bond and Agreement prior to completion of the Works, the Town and the Developer covenant and agree as follows:

Interpretation

1. In this Agreement:

"Complete" or **"Completion"** or any variation of these words when used with respect to the Works means completion to the satisfaction of the Engineer on the date certified by him in writing.

"Development" includes the construction and completion of all aspects of the Plan, including, but not limited to, the Works.

"Engineer" means the Director of Infrastructure Services of the Town appointed by the Municipal Council, or any other person from time to time duly authorized to act in his stead by the Council or the Engineer.

"Works" means the Works and Services to be performed and constructed by the Developer as a condition precedent to the approval of the Plan or the issue of the Building Permit under Section 938 of the Local Government Act and the bylaws of the Town and as more particularly described in Schedule "B" to this Agreement.

Time for Completion

2. The Developer shall complete the Works to the satisfaction of the Engineer by the _____ day of _____, 19____.

Bond

3. (1) As security for the due and proper performance of all of the covenants and agreements contained in this Agreement and the Works contemplated, the Developer has deposited with the Town cash in the amount of \$_____ as a Bond within the meaning of Section 940 of the Local Government Act (the "Bond").

Or

3. (1) (a) As security for the due and proper performance of all of the covenants and agreements contained in this Agreement and the Works contemplated, the Developer has deposited with the Town an irrevocable Letter of Credit in the amount of \$_____ (the "Bond") to be valid for a period of twelve (12) months from the date of this Agreement.
- (b) The Town may make demand on the Letter of Credit at any time after this date of this Agreement.
- (c) The amount of the Bond may be reduced at any time with the approval of the Town in writing evidenced by the signature of its Approving Officer.
- (2) The Developer agrees that if the Works are not Completed by the date stated in Section 2, the Town may complete the Works, at the cost of the Developer, and for that purpose may draw down upon the Bond the full amount of the Bond.
- (3) If there are insufficient monies contained in the Bond to Complete the Works the Developer shall pay the balance of the insufficiency forthwith upon invoice for it sent by the Town.
- (4) The Town may Complete the Works either by itself or by contractors employed by it.
- (5) If the Developer Completes the Works or if the Completion of the Works costs less than the amount of the Bond, then the Bond or a proportional part of it, not required to pay for Completion or maintenance shall be returned by the Town to the Developer.
- (6) The cost of the Works shall include the actual cost of construction of them plus engineering, supervision, legal, survey and other costs.
- (7) An administration fee in the amount of 2 percent of the amount of the Bond, to a maximum of \$2,000.00 shall be made payable to the Town at the time the Bond is provided.

Rights-of-Way

4. Upon Completion of the Works, the Developer shall transfer and register in the Land Title Office the easements and rights-of-way prescribed by Schedule "B" to the person or corporations requiring them.

Standards of Works

5. (1) The Works shall be constructed to the standards required by the Subdivision Control

Bylaw of the Town and to the satisfaction of the Engineer.

- (2) If the Works prove to be in any way defective or do not operate as designed and intended then the Developer shall, at the expense of the Developer, modify and reconstruct the Works so that they are fully operative and function to the satisfaction of the Engineer.
- (3) Upon Completion of the Works to the satisfaction of the Engineer a Certificate of Substantial Completion signed by the Developer's Engineer shall be issued.

Comply with Regulations

6. (1) The Developer shall comply with the provisions of all Town Bylaws throughout the construction of the Works.
- (2) In the event that any material or debris should be left upon any road after the construction of the Works, the Developer covenants and agrees that the Town may forthwith remove the material or debris at the expense of the Developer, and the cost of the removal shall be determined by the Engineer.
- (3) In the event that any invoice of the Town, for the removal of material or debris, remains unpaid after thirty (30) day of its receipt by the Developer, the Town may deduct the amount of the invoice from the Bond required by Section 3.

Developer's Engineer

7. (1) At all times during the construction of the Works, the Developer shall keep and employ a professional engineer, registered in the Province of British Columbia, with the authority to act on behalf of the Developer.
- (2) Any explanations, orders, instructions, directions and requests given by the Town to the Developer's professional engineer shall be deemed to have been given to the Developer.

Changes in Standards

8. The Developer covenants and agrees to comply with any changes in subdivision requirements or standards established by bylaw prior to the substantial commencement upon the Land of the Works contemplated by this Agreement and further agrees that the changes shall affect the Plan, Development and Works.

Maintenance of Works

9. (1) The Developer shall:
 - (a) maintain the Works in complete repair for a period of one (1) year from Completion;
 - (b) remedy any defects in the Works appearing within a period of one (1) year from the date of Completion and pay for any damage to other work or property resulting from the Development, save and except for defects caused by reasonable wear and tear, negligence of the Town, its servants or agents, acts of God, or vandalism proven to have been committed after the date of Substantial Completion;
 - (c) leave with the Town for a period of one (1) year from the date of Substantial Completion the sum of \$ _____ Dollars (\$) as security.

- (2) If the Developer fails to maintain the Works, remedy any defect or pay for any damage resulting from the Works, the Town may deduct from the Bond the cost of completing all Works, remedying any defect or paying any damage.

Duties of Developer

10. The Developer covenants and agrees, prior to final approval of the Plan or other development, to:
 - (a) submit to the Town final as-built drawings, including 2 complete sets of prints, 5 additional copies of the overall design plan (key plan), and 1 set of mylar transparencies of all Works as constructed and as approved by the Engineer;
 - (b) pay all arrears of taxes outstanding against the Land;
 - (c) pay all current taxes levied or to be levied on the Land on the basis and in accordance with the assessment and collector's roll entries; and
 - (d) pay to the Town, in addition to the Bond required by Section 3 and 9, all inspection fees, administration fees, engineering fees, non-refundable levies and charges, legal costs incurred by the Town directly attributable to this Agreement, and the cost of connecting all utilities to service the Development.

Indemnity

11. The Developer covenants and agrees to save harmless and effectually indemnify the Town against:
 - (a) all actions, proceedings, costs, damages, expenses, claims and demands whatsoever and by whomsoever brought by reason of the Development;
 - (b) all expenses and costs which may be incurred by reason of this Agreement resulting in damage to any property owned in whole or in part by the Town or which the Town by duty of custom is obliged, directly or indirectly, in any way or to any degree, to construct, repair or maintain; and
 - (c) all expenses and costs which may be incurred by reason of liens, non-payment of labour or materials, Workers' Compensation assessment, unemployment insurance, Federal or Provincial Tax, or union dues check off, by reason of the Development.

Town's Duty

12. The Town shall permit the Developer to perform all Works upon the terms and conditions contained in this Agreement.

Certificate of Acceptance

13. The Town agrees to provide the Developer with a Certificate of Acceptance of the Works signed by the Engineer upon satisfactory Completion by the Developer of all of the covenants and conditions in this Agreement, including but not limited to, the maintenance of the Works and keeping them in complete repair for a period of one (1) year.

Withhold Building Permit

14. The Developer covenants and agrees that the Town may withhold the granting of a Building Permit for any building or part of a building to be constructed upon the Land until the issuance of the Certificate of Substantial Completion referred to in Section 5.

No Representations

15. It is understood and agreed that the Town has made no representation, covenants, warranties, guarantees, promises or agreements with the Developer other than those in this Agreement and except those required by the Approving Officer.

Town Property in Works

16. Upon issuance of the Certificate of Acceptance the Works become the property of the Town, free and clear of any claim by the Developer or any person claiming through the Developer, and the Developer shall save harmless the Town from any claims and agrees that any claims may, at the option of the Town be paid by and from the Bond.

Terminology

17. Wherever the singular and masculine are used in this Agreement, they shall be construed as meaning the plural or the feminine or body corporate or politic where the context or the parties require.

Binding Effect

18. This Agreement shall enure to the benefit of and be binding upon the parties hereto, their respective successors and permitted assignees.

Heading

19. The headings in this Agreement are inserts for convenience only and shall not be construed as part of this Agreement for the purpose of interpretation.

IN WITNESS the parties have signed and sealed this Agreement on the day it was made.

The Corporate Seal of the)
TOWN OF LADYSMITH was affixed)
in the presence of:)
_____)
Mayor)
_____)
Clerk)

The Corporate Seal of the)
DEVELOPER was affixed in the)
presence of:)
_____)
_____)
_____)

The amount and form of this Bond and Agreement is approved by the Approving Officer for the Town of Ladysmith this _____ day of _____, _____.

Approving Officer

SCHEDULE "D"

WAIVER AGREEMENT

I/We, _____, registered owner or authorized agent of the registered owner of land located in the Town of Ladysmith and legally described as _____

agree that, as a condition of obtaining preliminary review and any tentative approval from the Approving Officer for the proposed subdivision of the above-described property, as set out in the subdivision application dated _____, _____, all bylaws adopted by the Council of the Town of Ladysmith under part 26 of the Local Government Act prior to final approval of the proposed subdivision, shall have full force and effect with respect to the proposed subdivision.

It is further understood and agreed that the provisions of Section 943 of the Local Government Act, (whereby, if a local government adopts a bylaw under Part 26 of the Local Government Act, that otherwise would be applicable to a proposed subdivision for a period of 12 months after it was adopted), do not apply in respect of the proposed subdivision at preliminary layout acceptance.

SIGNED this _____ day of _____)	
)	
_____ in the presence of:)	
)	OWNER _____
WITNESS: _____)	
)	
ADDRESS: _____)	
)	OWNER _____
)	
)	
OCCUPATION: _____)	

SCHEDULE "E"

MUNICIPAL SPECIFICATIONS AND DRAWING STANDARDS

(Provided under Separate Cover)

Table of Contents

<u>SECTION</u>	<u>DESCRIPTION</u>
1	General Conditions
2	General Design Requirements
3	Trenching, Backfilling and Restoration
4	Water A Design B Installation
5	Sanitary Sewer A Design B Installation
6	Storm Drain A Design B Installation
7	Streets A Design B Installation
8	Curbs and Sidewalks
9	Roadway Lighting
10	Concrete
11	Asphaltic Concrete Paving
12	Landscaping
Appendix A	Construction Inspection Checklist
Appendix B	Final Inspection Checklist
Appendix C	Certification of Design
Appendix D	Certification of Installed Works
Appendix E	Certification of Street Light Installation
Appendix F	Municipal Works Statistics
Appendix G	Municipal Services Card

Please contact the Town's Engineering Department for the most current version of the "Municipal Specifications and Drawing Standards".

SCHEDULE "F"

RIGHT OF WAY

WHEREAS:

- A. The Grantor is the registered owner of an estate in fee simple of the following land in the Province of British Columbia:

(the "Lands of the Grantor")

- B. The Grantee is the Town of Ladysmith;
- C. This Right of Way is necessary for the operation and maintenance of the Works by the Grantee;
- D. To facilitate the installation of a system of waterworks/ sewerage works/ drainage works including all pipes, valves, fittings and facilities in connection therewith (**herein called the "Works"**), the Grantor has agreed to permit the construction by the Grantee of the Works on a portion of the Lands of the Grantor and to grant for that purpose the Right of Way in Section 1.1.

NOW THEREFORE, in consideration of the sum of One (\$1.00) Dollar of lawful money of Canada, now paid by the Grantee to the Grantor (the receipt and sufficiency of which is hereby acknowledged by the Grantor), and in consideration of the covenants and conditions agreed to be observed and performed by the parties and for other valuable consideration:

1.0 THE GRANTOR:

- 1.1 grants, conveys, confirms and transfers, in perpetuity, to the Grantee the full, free and uninterrupted right, license, liberty, privilege, permission and right of way to lay down, install, construct, entrench, operate, maintain, inspect, alter, remove, replace, bury, cleanse, string and otherwise establish one or more systems of Works upon, over, under and across that portion of the Lands of the Grantor, as follows:

(the "Right of Way")

- 1.2 covenants and agrees to and with the Grantee that the Grantee shall:

- (a) for itself and its servants, agents, workmen, contractors and all other licensees of the Grantee;
- (b) together with machinery, vehicles, equipment and materials;
- (c) upon, over, under and across the Right of Way;
- (d) as may be necessary, useful, or convenient for the purposes in Section 1.1; and
- (e) in connection with the operations of the Grantee in relation to the Works;

be entitled at all times to enter, use, pass and repass, labour, construct, erect, install, dig, carry away soil or other surface or subsurface materials, clear of all trees, growth, buildings, or obstruction now or hereafter in existence.

- 1.3 grants, conveys, confirms and transfers unto the Grantee for itself, and its servants, agents, workmen, contractors and all other licensees of the Grantee together with machinery, vehicles, equipment and materials, the right at all times to enter upon and to pass and repass over such of the Lands of the Grantor as may be required for the purpose of ingress to and egress from the Right of Way.
- 1.4 transfers, assigns and conveys to the Grantee all right, title and interest in and to any Works

that the Grantee, or the Grantor have prior to this Agreement established or constructed or maintained or operated with the Right of Way or in relation to any similar Works previously constructed by any party whatsoever within the Right of Way.

- 1.5 grants unto the Grantee the license permission and Right of Way to lay down, install, construct, operate, maintain, inspect, alter, remove, replace, cleanse, string, and otherwise establish one or more temporary systems of works upon the Lands of the Grantor, in the event of a breakdown or malfunction of the Works arising from movement or displacement of soil of the Lands.

2.0 THE GRANTOR COVENANTS:

- 2.1 not, and not to permit any other person, to erect, place, install or maintain any building, structure, addition to a building or structure, mobile home, concrete driveway or patio, pipe, wire or other conduit on, over or under any portion of the Right of Way.
- 2.2 not to do anything that in any way interferes with or damages or prevents access to or is likely to cause harm to the Works installed in or upon the Right of Way.
- 2.3 not to do or knowingly permit to be done any act or thing which will interfere with or injure the Works and in particular will not carry out any blasting on or adjacent to the Right of Way without the consent in writing of the Grantee, and consent shall not be unreasonably withheld.
- 2.4 not to substantially add to or diminish the soil cover over any of the Works installed in the Right of Way and in particular, without limiting the generality of the foregoing, will not construct open drains or ditches along or across any of the Works installed in the Right of Way without the consent of the Grantee, and consent shall not be unreasonably withheld.
- 2.5 from time to time and at all times at the reasonable request and at the cost of the Grantee to do and execute or cause to be made, done or executed any further and other lawful acts, deeds, things, devices, conveyances and assurances in law required to ensure the Grantee of its rights under this Agreement.

3.0 THE GRANTEE COVENANTS:

- 3.1 not to bury any debris or rubbish of any kind in excavations or backfill, and to remove shoring and like temporary structures as backfilling proceeds.
- 3.2 to thoroughly clean all lands to which it has had access under this Agreement of all rubbish and construction debris created or placed thereon by the Grantee and to leave such lands in a neat and clean condition.
- 3.3 as soon as weather and soil conditions permit, and as often as it may exercise this right of entry to any of the Lands of the Grantor, to replace the surface soil as nearly as may be reasonably possible to the same condition as it was prior to the entry, in order to restore the natural drainage to the lands. This shall not require the Grantee to restore any trees or other surface growth, but the Grantee shall leave the lands in a condition which will not inhibit natural regeneration of that growth.
- 3.4 as far as reasonably possible, to carry out all work in a proper and workmanlike manner so as to do as little injury to the Lands of the Grantor as possible.
- 3.5 to make good at its own expense all damage or disturbance which may be caused to the Lands of the Grantor in the exercise of its rights hereunder.
- 3.6 as far as reasonably possible, to restore any fences, lawns, flower beds, at its cost as nearly as may be reasonably possible to the same condition that they were in prior to any entry by the Grantee upon the Lands of the Grantor.

**4.0 THE PARTIES COVENANT TO AND AGREE WITH EACH OTHER,
as follows:**

- 4.1 the Works, together with all pipes, valves, conduits, wires, casings, fittings, lines, meters, appliances, facilities, attachments or devices used in connection therewith shall constitute the Works.
- 4.2 in spite of any rule of law or equity to the contrary, the Works brought on to, set, constructed, laid, erected in, upon or under the Right of Way by the Grantee shall at all times remain the property of the Grantee, even if the Works are annexed or affixed to the freehold, and the Works shall at any time and from time to time be removable in whole or in part by the Grantee.
- 4.3 in the event that the Grantee abandons the Works or any part of them, the Grantee may, if it so elects, leave the whole or any part of the Works in place and if so abandoned the Works, or part thereof, shall become the property of the Grantor.
- 4.4 no part of the title in fee simple to the Lands of the Grantor shall pass to or be vested in the Grantee under or by virtue of this Agreement, and the Grantor may fully use and enjoy all of the Lands of the Grantor subject only to the rights and restrictions in this Agreement.
- 4.5 the Grantor acknowledges that (a) these Covenants are enforceable against the Grantor and his successors in title, but (b) the Grantor is not personally liable for breach of these Covenants after the Grantor has ceased to be the owner of the Lands.
- 4.6 if at the date hereof the Grantor is not the sole registered owner of the Lands of the Grantor, this Agreement shall nevertheless bind the Grantor to the full extent of his interest therein, and if he shall acquire a greater or the entire interest in fee simple, this Agreement shall likewise extend to such after-acquired interests.
- 4.7 where the expression "Grantor" includes more than one person, all covenants made by the Grantor shall be construed as being several as well as joint with respect to all persons constituting the Grantor.
- 4.8 this Agreement shall continue to benefit and be binding upon the Grantor and Grantee, and their respective heirs, administrators, executors, successors and assigns, as the case may be.
- 4.9 gender specific terms include both genders and corporations, and the singular and plural forms are interchangeable, according to the context.
- 4.10 the Grantor and Grantee acknowledge that this Agreement has been duly executed and delivered by the parties executing Forms C and D (pages 1 and 2) attached hereto.

CONSENT TO GRANT OF RIGHT OF WAY
BY CHARGEHOLDER

KNOW ALL MEN BY THESE PRESENTS that *, as the registered holder of a charge by way of * against the within described property, which said charge is registered in the Land Title Office at Victoria, British Columbia, under number *, for and in consideration of the sum of One Dollar (\$1.00) 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 Right of Way 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 have caused these presents to be signed, sealed and delivered in the presence of their duly authorized officers.

Officer Signature

Execution Date
Y M D

Party(ies) Signature

*

AS TO ALL SIGNATURES

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C. 1989, c. 116, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.

SCHEDULE "G"

LETTER OF CREDIT GUIDELINES

That the Town of Ladysmith will accept Irrevocable Standby Letters of Credit issued by banks chartered under the Bank Act (Canada), credit unions or other financial institutions regulated under the Financial Institutions Act (B.C.), acceptable to the Town of Ladysmith.

A letter of credit to be acceptable by the Town of Ladysmith must be on the financial institutions letterhead and shall contain the following:

1. The correct mailing address and phone number of the issuing institution and Letter of Credit number.
2. The name and mailing address of the person or corporation who has requested the Letter of Credit.
3. The Letter of Credit must be addressed to the Corporation of the Town of Ladysmith.
4. The expiry date and time of the Letter of Credit.
5. The following clause: **"It is a condition of this Irrevocable Standby Letters of Credit that it shall be deemed to be automatically extended without amendment for a further one (1) year period from the present or any future expiration date hereof, unless, at least 30 days prior to the present or any future expiration date, the issuer notifies the Town of Ladysmith in writing by registered mail that it does not elect to consider this Irrevocable Standby Letters of Credit to be renewable for any additional period."**
6. The amount of the Letter of Credit.
7. The purpose for which the Letter of Credit is being established, including if applicable, the legal description and the street address of any properties to which the Letter of Credit pertains.
8. The municipal project number or file number.
9. How drawings against the Letter of Credit are made.
10. The fact that partial drawings may be made.
11. The fact that the financial institution will not enquire as to whether or not the Town of Ladysmith has a right to make demand on the Letter of Credit.
12. The fact that the Letter of Credit is irrevocable up to the expiry date. This statement must be contained within the text of the Letter of Credit.

....

TOWN OF LADYSMITH

BYLAW NO. 1835

**A bylaw to repeal the Frank Jameson Community Centre and other
recreation facilities fee schedules.**

WHEREAS the Council may by bylaw, pursuant to the *Community Charter* establish fees for the use of recreation or community use property in the municipality;

AND WHEREAS it is deemed appropriate to establish fees for use of the Frank Jameson Community Centre and other recreation facilities;

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

1. The fees set forth in Schedules "A" & "B" attached to and forming part of this bylaw are the admission fees for the use of the Frank Jameson Community Centre and other recreation facilities.

2. **Repeal**

"Ladysmith Community Centre and Facilities Fees and Charges Bylaw 2012, No. 1809" is hereby repealed.

3. **Citation**

This bylaw may be cited for all purposes as "Town of Ladysmith Community Centre and Facilities Fees and Charges Bylaw 2013, No. 1835".

READ A FIRST TIME on the 3rd day of September, 2013

READ A SECOND TIME on the 3rd day of September, 2013

READ A THIRD TIME on the 3rd day of September, 2013

ADOPTED on the day of , 2013

Mayor
(R. Hutchins)

Corporate Officer
(S. Bowden)

Bylaw No. 1835 Schedule A – 2013 Facility Admission Rates (not including GST)

Pass Category	Single	10X	30X
Tot (0-36 mos.)	FREE		
Child (3-12)	2.60	22.04	52.90
Youth (13-18) / Student (with valid Student Card)	3.55	30.40	80.65
Adult (19-59)	5.10	43.05	113.60
Senior (60-79)	3.55	30.40	80.67
Family (up to 2 adults and immediate children)	10.20	86.10	227.20
Over 80	FREE		

Pass Category	1M	3M	6M	12M
Tot (0-36 mos.)	FREE			
Child (3-12)				
Youth (13-18) / Student (with valid Student Card)	36.00	97.35	183.85	348.75
Adult (19-59)	45.05	121.70	229.85	437.25
Senior (60-79)	36.00	97.35	183.85	348.75
Family (up to 2 adults and immediate children)	90.10	243.40	459.70	874.50
Over 80	FREE			

Bylaw No. 1835 Schedule B – 2013 Facility Rates (not including GST)

(Commercial bookings plus 20 percent / Non-profit bookings less 50 percent)

Frank Jameson Community Centre

Meeting Room Hourly Rate	20.75
Meeting Room Hourly with Pool	19.15
Meeting Room Daily Rate	144.74
Gymnasium Hourly Rate	37.40
Lower Program Room Hourly Rate	36.87
Lower Program Room with Pool	19.15
Lower Program Room Daily Rate	126.39
One Pool	69.72
Two Pools	102.41

Aggie Hall

Aggie Hall Hourly Rate (no kitchen)	37.40
Aggie Hall Hourly Rate (with kitchen)	63.19
Aggie Hall Daily Rate (includes kitchen)	172.38
Aggie Hall Receptions Party, Dance	338.89

Transfer Beach

Transfer Beach Kin Shelter per Day	46.37
Transfer Beach Amphitheatre – Full Day Private Family Function	85.32
Transfer Beach Amphitheatre – Half Day Private Family Function	48.75
Transfer Beach Amphitheatre – Full Day Public Special Event	329.18
Transfer Beach Amphitheatre – Performances per Hour	23.32

Sports Fields

Aggie Ball Diamonds	No Charge
Aggie Field Lights	No Charge
Aggie Ball Diamonds Tournament per Day	121.45
High Street Little League Diamonds	No Charge
High Street Little League Diamonds Tournament per Day	121.45
Holland Creek Ball Diamonds	No Charge
Holland Creek Ball Diamonds Tournament per Day	121.45
Forrest Field per Hour – Youth	6.24
Forrest Field per Hour – Adult	22.37
Forrest Field per Day – Youth	40.58
Forrest Field per Day – Adult	150.86
Forrest Field Lights per Hour	10.00

Miscellaneous

Chairs (25)	19.77
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TOWN OF LADYSMITH

BYLAW NO. 1836

A BYLAW TO CLOSE AND REMOVE THE DEDICATION OF A HIGHWAY

WHEREAS the purpose of this Bylaw is to close to traffic and remove the highway dedication of an undeveloped laneway located between 320 and 330 First Avenue, Ladysmith, British Columbia.

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

NOW THEREFORE, the Municipal Council of the Town of Ladysmith, in open meeting assembled, ENACTS AS FOLLOWS:

1. The portion of the road right-of-way located between 320 and 330 First Avenue shown as "Closed Road" on the attached Schedule "A" hereto entitled "Road Closure Plan", is closed to traffic.
2. The dedication of the public highway referred to in section 1 is removed.

CITATION

3. This Bylaw may be cited as the "Town of Ladysmith Road Closure and Dedication Removal Bylaw 2013, No. 1836".

READ A FIRST TIME on the 3rd day of September, 2013

READ A SECOND TIME on the 3rd day of September, 2013

READ A THIRD TIME on the 3rd day of September, 2013

APPROVED BY THE MINISTER OF TRANSPORTATION on the 5th day of Sept., 2013

ADOPTED on the _____ day of _____, 2013

Mayor (R. Hutchins)

Director of Corporate Services (S. Bowden)

Approved under the Transportation Act
this 5th day of Sept. 2013
D. O'Brien
Sr. District Development Technician
Ministry of Transportation and Infrastructure

Certified to be a true and correct
copy of the original Bylaw No. 1836.

S. Bowden

Sandy Bowden
Director of Corporate Services/
Corporate Officer

Schedule "A" to Bylaw No. 1836 - Road Closure Plan



"Closed Road"

TOWN OF LADYSMITH

BYLAW NO. 1837

A bylaw to exempt from taxation certain lands and buildings for the year 2014.

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

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

Part 1 – Church Properties Tax Exemption

All church halls and lands within the legal boundaries of those properties listed under Section 1 of Schedule 'A' are hereby exempted from taxation for the year 2014.

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

All lands within the legal boundaries of those properties listed under Section 2 of Schedule 'A' are hereby exempted from taxation for the year 2014.

Part 3 – Partnering Exemption Authority

All lands within the legal boundaries of those properties listed under Section 3 of Schedule 'A' are hereby exempted from taxation for the year 2014.

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

This bylaw may be cited as "Permissive Tax Exemption Bylaw 2013, No. 1837."

READ A FIRST TIME on the day of , 2013

READ A SECOND TIME on the day of , 2013

READ A THIRD TIME on the day of , 2013

ADOPTED on the day of , 2013

Mayor (R. Hutchins)

Corporate Officer (S. Bowden)

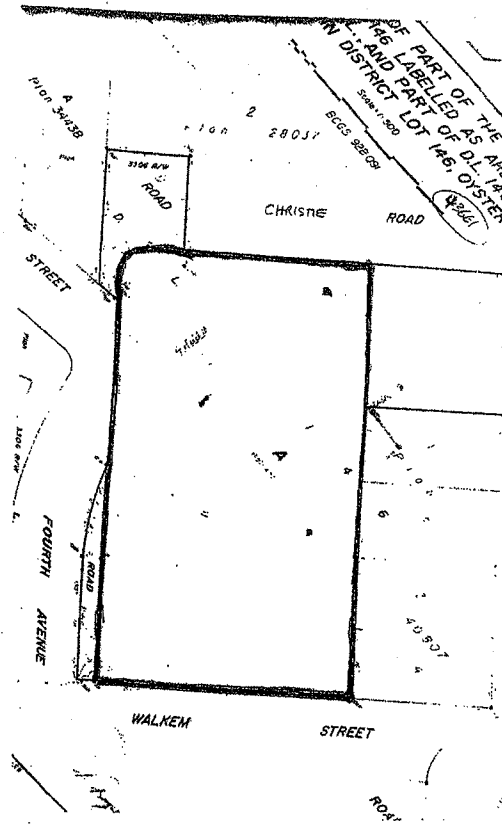
Schedule "A" attached to and forming part of
Permissive Tax Exemption Bylaw 2013, No.1837

PROPERTY DESCRIPTION	
Part 1	
St. Mary's Catholic Church 224.2(f) Buildings for Public Worship	1135 4th Ave Remainder of DL 145, LD43 Oyster Land District except Plans 33231 & VIP72186 (Specifically the area of land and buildings outlined in red on Schedule 'B') Folio 1448.000
Pentecostal Assemblies of Canada 224.2(f) Buildings for Public Worship	1149 4th Ave Lot A, Plan 46331, DL43, Oyster District (Specifically the area of land and buildings outlined in red on Schedule 'C') Folio 1449.080
United Church of Canada 224.2(f) Buildings for Public Worship	232 High Street Lot A, Plan VIP63119, DL56 Oyster Land District Folio 327.010
Ladysmith Fellowship Baptist Church 224.2(f) Buildings for Public Worship	381 Davis Rd Lot 1, Plan 43316, DL 43, LD43 Folio 1041.500
Anglican Synod Diocese of BC 224.2(f) Buildings for Public Worship	314 Buller St Lot A, Blk 76, LD 43 Plan 703A Folio 494.000
Part 2	
Ladysmith Senior Citizens Housing Society 224.2(a) Non-Profit	101 1st Ave Lot 1, DL56, LD43, Plan 31443 Folio 1338.000
Ladysmith Senior Citizens Housing Society 224.2(a) Non-Profit	207 Jamison Rd Lot 1, DL 56, LD 43, Plan 21490 (Specifically the area of land surrounding the building footprint as shown on Schedule D) Folio 1322.300
Ladysmith Historical Society (Museum) 224.2(a) Non-Profit	721 1st Ave Lot 11, Blk 7, LD43, Plan 703 Folio 0055.000
Alcoholics Anonymous 224.2(a) Non-Profit	12 Buller St Lot 14, Blk 7, LD43, Plan 703 Folio 0058.000
Ladysmith Maritime Society 224.2(a) Non-Profit	611 Oyster Bay Dr Blk C, DL2016, LD 43. Foreshore lease for marina Lease/Permit #106431 As shown in Schedule 'G' Folio 1602.100 AND
Ladysmith Maritime Society 224.2(a) Non-Profit	Unit C, I & M - 610 Oyster Bay Dr Lot 4, Plan 45800 Folio 1109.317 AND
Ladysmith Maritime Society 224.2(a) Non-Profit	616 Oyster Bay Dr Car Shop, Lot 4, Plan 45800 Parent parcel 1109.316, folio 1109.316
Ladysmith Golf Club Society 224.2(i) Recreational	380 Davis Rd DL43, LD43, except Plans 2478, 4670, 5873, 7527, 8922, 12027, 14051, 15693, 835R, 34197, 48247 & VIP57353. exc E&N R/W Pcl A (DD24404N) Pcl C (DD344431), VIP65242 Folio 1017.005

Ladysmith Festival of Lights 224.2(a) Non-Profit	1163 4th Ave Lot A, DL146, LD43, Plan 34438 Folio 1449.200
Arts Council of Ladysmith & District 224.2(a) Non-Profit	Units J, K & L - 610 Oyster Bay Rd Lot 4, 45800 Folio 1109.328
Eco-Tourism Building (mechanical room and public storage only) 224.2(a) Non-Profit	Transfer Beach Lot 2, Plan 36262 (Specifically the area of land and buildings outlined in red on Schedule 'E') Folio 1110.110
Ladysmith Health Care Auxiliary 224.2(a) Non-Profit	910 1st Ave (Thrift Shop) Lot 1, Blk 30, Plan 703A Folio 263.000
Canadian Legion Branch #171 224.2(a) Non-Profit	621 1st Ave Lot A, Blk 8, Plan 703 (except the section outlined in Schedule "F") Folio 70.000
Part 3	
St John's Masonic Temple Assoc (Leased by Town for parking lot) 225.2(a) Partnering Agreement	26 Gatacre St Lot 9, Blk 9, LD43, Plan 703 Folio 85.000
Ladysmith & District Historical Society archives 225.2(a) Partnering Agreement	1115A - 1st Ave (under Tim Horton's) Lot 1, VIS5873, DL118, LD43 Folio 1373.010
Municipal Parking lot 225.2(a) Partnering Agreement	17 & 25 Roberts St Lots 8 & 9, Blk 11, Plan 703A Folios 123.000 & 125.000

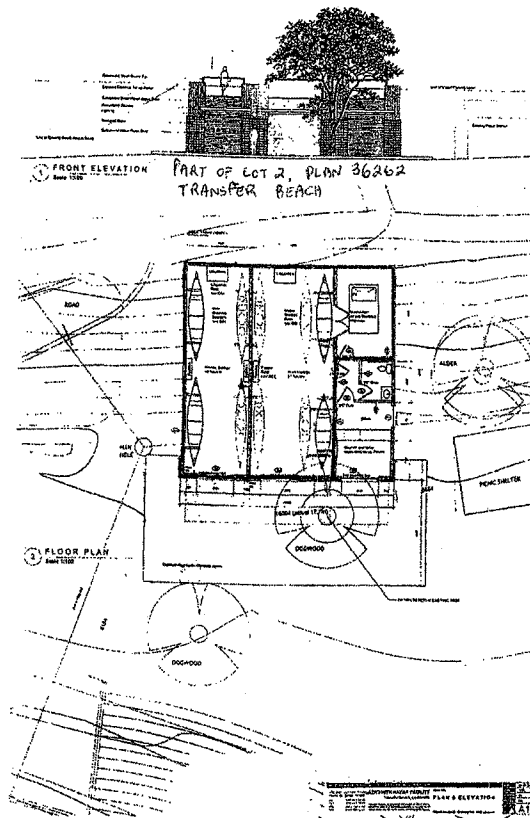
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This is Schedule "C" attached to and forming part of
Tax Exemption Bylaw 2013, No.1837

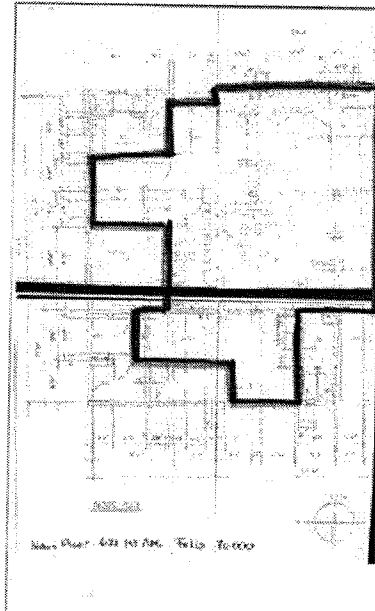


This is a detailed plat map of several land parcels. The central parcel is labeled "PLAN 1974" and contains a circular feature labeled "21470". To its north is a smaller parcel labeled "PLAN 13286" with dimensions "120'-0\"/>

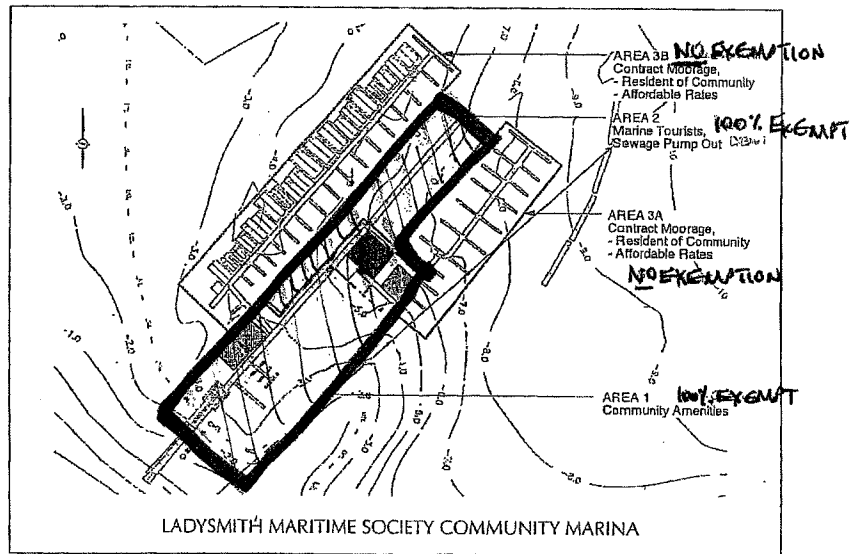
This is Schedule "E" attached to and forming part of
Tax Exemption Bylaw 2013, No.1837



This is Schedule "F" attached to and forming part of
Tax Exemption Bylaw 2013, No.1837



This is Schedule "G" attached to and forming part of
Tax Exemption Bylaw 2013, No.1837



TOWN OF LADYSMITH

BYLAW NO. 1838

A bylaw to amend Revitalization Tax Exemption Bylaw No. 1625

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

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

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

1. **AMENDMENTS**

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

2. **CITATION**

This bylaw may be cited as "Town of Ladysmith Revitalization Tax Exemption Bylaw 2007, No. 1625 Amendment Bylaw No. 2013, 1838."

READ A FIRST TIME on the day of , 2013

READ A SECOND TIME on the day of , 2013

READ A THIRD TIME on the day of , 2013

ADOPTED on the day of , 2013

Rob Hutchins
Mayor

Town of Ladysmith Bylaw No. 1838

Schedule "B"

Property Description	
Beantime Restaurant Owner of Property: Nordic Holdings Ltd.	18 High Street Lot 16, Blk 8, Plan 703 Folio 74.000
Futureworks Consulting Inc.	411 1 st Ave. & 30 Roberts St. Lot 11, Blk 10, Plan 703 Folio 107.000
J. Cochrane Bldg Corp	524 1 st Ave Lot 3 & 4, Blk 27, Plan 703 Folio 201.000
Antique Addict Owners: Joy/Goldie	12 Roberts St Lot 14, Blk 27, Plan VIP703 Folio 113.000

THE TOWN OF LADYSMITH

BYLAW NO. 1839

A BYLAW TO ESTABLISH A SCHEME FOR INTER-COMMUNITY LICENSING AND REGULATING OF TRADES, OCCUPATIONS AND BUSINESSES.

WHEREAS Council may, pursuant to Section 8(6) of the *Community Charter*, regulate in relation to business;

AND WHEREAS pursuant to Section 14 of the *Community Charter*, two or more municipalities may, by bylaw adopted by the Council of each participating municipality, establish an inter-community scheme in relation to one or more matters;

AND WHEREAS pursuant to Section 15(1) of the *Community Charter*, Council may provide terms and conditions that may be imposed for obtaining, continuing to hold or renewing a licence, permit or approval and specify the nature of the terms and conditions and who may impose them;

AND WHEREAS Council has given notice of its intention to adopt this bylaw by publishing such notice in two consecutive issues of a newspaper, the last publication appearing not less than three (3) and not more than ten (10) days before the hearing and has provided an opportunity for persons who consider they are affected by this bylaw to make representations to Council at a hearing pursuant to Section 59 of the *Community Charter*.

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

1. CITATION

This bylaw may be cited as Town of Ladysmith "Inter-Community Business Licence Bylaw 2013, No. 1839".

2. DEFINITIONS

In this bylaw, unless the context otherwise requires,

"Business" has the meaning as defined by the *"Community Charter Schedule – Definitions and Rules of Interpretation"*.

"Excluded Business" means a Business excluded from application for an Inter-community Business Licence and includes those Businesses referred to in *Schedule A* attached hereto and forming part of this bylaw.

"Inter-Community Business" means a Business that performs a service or activity within more

than one Participating Municipality by moving from client to client rather than having clients come to them. This includes but is not limited to trades, plumbers, electricians, cleaning services, pest control or other similar businesses. This does not include fruit stands, flea markets, trade shows or other similar businesses.

“Inter-Community Business Licence” means a business licence which authorizes Inter-community Business to be carried on within the boundaries of any or all of the Participating Municipalities in accordance with this Bylaw and will be in addition to a Municipal Business Licence.

“Municipal Business Licence” means a licence or permit, other than an Inter-community Business Licence, issued by a Participating Municipality that authorizes a Business to be carried on within the jurisdictional boundaries of that Participating Municipality.

“Participating Municipality” means the following local governments that have adopted the Inter-community Business Licence Bylaw:

City of Campbell River
City of Courtenay
City of Duncan
City of Nanaimo
City of Parksville
City of Port Alberni
District of North Cowichan
District of Lantzville
Town of Comox
Town of Lake Cowichan
Town of Ladysmith
Town of Qualicum Beach
Village of Cumberland

“Person” has the meaning ascribed to it by the Interpretation Act.

“Premise” means a fixed or permanent location where the applicant ordinarily carries on Business.

“Principal Municipality” means the Participating Municipality where a Business is physically located, or has a Premise, or, where the licensee does not maintain a Premise in any of the Participating Municipalities, the municipality that issues the Inter-community Business Licence.

3. **REGULATIONS**

- (a) Subject to Section (c) and (e), a person who has obtained an Inter-community Business Licence may carry on business within a Participating Municipality for the term authorized by the Inter-community Business Licence without obtaining a Municipal Business Licence in the other Participating Municipalities.

- (b) A Participating Municipality may issue an Inter-community Business Licence to an applicant for an Inter-community Business Licence provided the business type is an Inter-community Business and is not an Excluded Business, the applicant has a valid Municipal Business Licence issued by that Participating Municipality, and the applicant meets the requirements of this Bylaw.
- (c) A person holding an Inter-community Business Licence must comply with all other regulations and bylaws of the Participating Municipality in which they are carrying on business.
- (d) A business that operates under an Inter-community Business Licence in more than one Participating Municipality shall only apply for an Inter-community Business Licence from the Participating Municipality in which they maintain a Premise.
- (e) Notwithstanding the issuance of an Inter-community Business Licence, every person who carries on, maintains, owns or operates, within a Participating Municipality, any profession, business, trade, occupation, calling, undertaking or thing in or from more than one branch, office, place, premise or store shall obtain a separate Municipal Business Licence for each branch, office, place, premise or store. And further notwithstanding Sections (b), (c), and (d), the Participating Municipalities agree that where an applicant for an Inter-community Business Licence:
 - i. Does not maintain Premises in any of the Participating Municipalities, then the applicant may apply at any one of them; or
 - ii. Maintains a Premise in more than one of the Participating Municipalities, the applicant must apply at one of the Participating Municipalities where they maintain a Premise.

4. FEES

- (a) The fee for an Inter-community Business Licence is \$150 and shall be paid in full at the time of application and retained by the Participating Municipality that issues the licence.
- (b) The fee for an Inter-community Business licence is separate and additional to any Municipal Business Licence fee that may be required.

5. APPLICATION

- (a) Every Inter-community Business Licence shall be issued on a standard form provided for that purpose, as agreed upon from time to time by the Participating Municipalities and including, as a minimum, the following information:

- Disclosing the nature and character of the profession, business, trade, occupation, calling, undertaking or thing to be carried on, maintained, owned or operated by the applicant;
- Declaring the mailing address and contact information for such profession, business, trade, occupation, calling, undertaking or thing;
- Declaring the number of persons engaged or occupied in such profession, business, trade, occupation, calling, undertaking or thing;
- Disclosing the number of distinctive lines of goods sold or offered for sale;
- Including any other information concerning the profession, business, trade, occupation, calling, undertaking or thing which the Participating Municipality may require.

(b) Each Participating Municipality shall, upon request, provide the other Participating Municipalities with a list of Inter-community Business Licences that it has issued during the calendar year.

6. SUSPENSION OR CANCELLATION OF AN INTER-COMMUNITY BUSINESS LICENCE

- (a) A Council or Designated Officer or Employee of a participating municipality may exercise the authority of the Principal Municipality in accordance with Sections 15 and 60 of the *Community Charter* to suspend or cancel an Inter-community Business Licence. The suspension or cancellation shall be in effect throughout all of the Participating Municipalities and it shall be unlawful for the holder to carry on the Business authorized by the Inter-community Business Licence in any Participating Municipalities for the period of the suspension or cancellation.
- (b) Before suspending or canceling an inter-community Business Licence under Section 6(a), the Participating Municipality must give the licence holder notice of the proposed action and must inform the licence holder of their right to be heard.
- i. If the licence holder wishes to exercise this right, the Participating Municipality shall communicate in writing to the licence holder and Principal Municipality that issued the Inter-community Business Licence, together with such documentary evidence of the reasons for suspension or cancellation as may be available and the request to be heard. Such Principal Municipality shall then as soon thereafter as reasonably possible provide the Licence Holder an opportunity to address their respective Council who will then consider whether to suspend or cancel the Inter-community Business Licence.
 - ii. If the licence holder does not exercise their right to be heard, the Participating Municipality may suspend or cancel the Inter-community Business Licence in accordance with Section 6(a).

- (c) Any conduct by a licence holder resulting in a hearing made under Section 6(b)(i) shall be considered by the Council of the Principal Municipality as though it happened within the jurisdiction of the Principal Municipality.
- (d) A decision by a Principal Municipality or Participating Municipality to cancel or suspend an Inter-community Business Licence under Section 6 (b) shall be honoured by all Participating Municipalities.
- (e) Nothing in this Bylaw impedes the authority of a Participating Municipality to suspend or cancel any business licence issued by that Municipality, or to enact regulations in respect of any class of Business Licence in accordance with Section 15 of the Community Charter and amendments thereto.

7. MISCELLANEOUS

- (a) A Participating Municipality may, by notice in writing to each of the other Participating Municipalities, withdraw from the Inter-community Business Licence scheme established by this bylaw.

Notice Must:

- i. Set out the date on which the withdrawing Municipality will no longer recognize the validity within its boundaries of business licences issued pursuant to this Bylaw, which date must be at least six months from the date of the notice; and
 - ii. Include a certified copy of the Bylaw authorizing the withdrawal.
- (b) An Inter-community Business Licence issued prior to the effective date of the withdrawal shall, until it expires, remain valid within the boundaries of the withdrawing Municipality.

8. SEVERABILITY

- (a) If any section, paragraph or phrase in this bylaw is for any reason held to be invalid by a decision of a Court of competent jurisdiction, that portion shall be severed and the remainder of this bylaw shall continue in full force and effect.

READ A FIRST TIME on the day of , 2013

READ A SECOND TIME on the day of , 2013

READ A THIRD TIME on the day of , 2013

ADOPTED on the day of,

Mayor (R. Hutchins)

Corporate Officer (S. Bowden)

Schedule A

The following Business types are Excluded Businesses for the purposes of application for an Inter-Community Business Licence under the Inter Community Business Licence Scheme set out in the bylaw:

- Social escort services
- Vehicles for hire (for example, taxis, limousines, or buses)
- Body-rub services (which includes the manipulating, touching or stimulating by any means, of a Person or part thereof, but does not include medical, therapeutic or cosmetic massage treatment given by a person duly licensed or registered under any statute of the Province of British Columbia governing such activities or a therapeutic touch technique)