



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, DECEMBER 2, 2013

5:00 p.m. Open Meeting Call to Order
5:01 p.m. Closed Meeting
7:00 p.m. Open Meeting Reconvenes

AGENDA

Page

CALL TO ORDER 5:00 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:

- labour relations or other employee relations
- 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
- 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

OPEN MEETING RESUMES 7:00 P.M.

2. AGENDA APPROVAL

3. ARISE AND REPORT

4. MINUTES

4.1. Minutes of the Regular Meeting of Council held November 18, 2013

1 - 5

5. DELEGATIONS – None

6. PROCLAMATIONS

6

Mayor Hutchins has proclaimed Thursday, February 20th, 2014 as “Kinsmen and Kinettes Day”, and the week of February 16th to 22nd as “Kinsmen and Kinettes Week” in the Town of Ladysmith as a salute to the heritage of accomplishments through the 94 years in Canada, and to honour the many contributions of the Ladysmith club.

	<u>Page</u>
7. DEVELOPMENT APPLICATIONS	
7.1. 10844 Westdowne Road – Subdivision and Development Servicing Bylaw	7 - 10
8. BYLAWS (OCP / ZONING)	
8.1. Town of Ladysmith Zoning Bylaw 1995, No. 1160, Amendment Bylaw (No. 95), 2013, No. 1832 May be read a third time. The purpose of Bylaw 1832 is to implement Zoning Bylaw amendments concerning medical marihuana. Council waived the Public Hearing for Bylaw 1832 in accordance with Section 890(4)(b) of the <i>Local Government Act</i> . Accordingly, members of the public wishing to speak to Bylaw 1832 will be permitted to do so.	11 – 12
8.2. Area “G” Zoning Bylaw 1180, 1988, Amendment Bylaw (No. 2), 2013, No. 1833 May be read a third time. The purpose of Bylaw 1833 is to implement Zoning Bylaw amendments concerning medical marihuana. Council waived the Public Hearing for Bylaw 1833 in accordance with Section 890(4)(b) of the <i>Local Government Act</i> . Accordingly, members of the public wishing to speak to Bylaw 1833 will be permitted to do so.	13
9. COUNCIL APPOINTMENTS - 2014	
9.1. Appointment: Parcel Tax Review Panel..... Mayor	
9.2. Appointment: CVRD Director Resolution	
9.3. Appointment: CVRD Alternate Director..... Resolution	
9.4. Appointment: CVRD Community Safety Advisory Comm..... Resolution	
9.5. Appointment: V.I. Regional Library Board Director..... Resolution	
9.6. Appointments: Standing & Community Committees..... Mayor	
10. COUNCIL COMMITTEE REPORTS	
10.1. Mayor R. Hutchins Cowichan Valley Regional District; Ladysmith Chamber of Commerce	
10.2. Councillor B. Drysdale Heritage Revitalization Advisory Commission; Protective Services Committee	
10.3. Councillor J. Dashwood Ladysmith Early Years Partnership; Cowichan Valley Regional District Community Safety Advisory Commission; Social Planning Cowichan Affordable Housing Directorate	

<p>10.4. Councillor G. Horth Government Services Committee; Advisory Planning Commission; Liquid Waste Management Committee; Ladysmith Downtown Business Association</p> <p>10.4.1 Government Services Committee Recommendations – November 18, 2013 Meeting</p>	<p>14</p>
<p>10.5. Councillor D. Paterson Protective Services Committee; Parks, Recreation and Culture Commission; Festival of Lights</p>	
<p>10.6. Councillor G. Patterson Community Health Advisory Committee; Youth Advisory Committee; Liquid Waste Management Committee</p>	
<p>10.7. Councillor S. Arnett Advisory Design Panel; Parks, Recreation and Culture Commission; Vancouver Island Regional Library Board; Celebrations Committee</p>	
<p>11. STAFF REPORTS</p>	
<p>11.1. 2014 Council Meeting Schedule</p>	<p>15 – 17</p>
<p>11.2. Licence of Occupation – Island Highway and Symonds Street (Egress from Tim Horton’s and Ladysmith Archives)</p>	<p>18 – 31</p>
<p>11.3. Dog Licencing Control Bylaw – Fees Adjustment</p>	<p>32 – 34</p>
<p>11.4. South Ladysmith Industrial Road Realignment</p>	<p>35 – 42</p>
<p>12. BYLAWS</p>	
<p>12.1. Town of Ladysmith Revenue Anticipation Bylaw 2013, No. 1841 May be read a first, second and third time.</p> <p>The purpose of Bylaw 1841 is to establish authority for the Town to borrow up to \$4,000,000 in anticipation of revenues to be received from taxation in 2014.</p>	<p>43</p>
<p>12.2. Town of Ladysmith Dog Licensing, Control and Pound Bylaw 1995, No. 1155, Amendment Bylaw 1842 May be read a first, second and third time.</p> <p>The purpose of Bylaw 1842 is to increase dog licence fees to help cover rising costs associated with animal control in Ladysmith.</p>	<p>44</p>

14. CORRESPONDENCE

- 14.1. J. E. Barry, Cowichan Valley Regional District
Appointment to CVRD Transit Service Review** 45 – 48

Staff Recommendation

That Council appoint a member of Council to serve as the Ladysmith representative on the Cowichan Valley Regional District Service Review.

- 14.2. Stacy Miller-Marston
Proposed Closure of Ecole Davis Road School** 49 – 52

Staff Recommendation

That the correspondence from Stacey Miller-Marston concerning the proposed closure of Ecole Davis Road School be referred to the Board of School District 68 for consideration in its deliberations on proposed restructuring of schools in the Ladysmith area.

- 14.3. Brian Thom
School District 68 Proposed Facilities Plan** 53

Staff Recommendation

That the correspondence from Brian Thom concerning the School District 68 10 year facilities plan be forwarded to the School District Board and that Council also reiterate to the Board its deep concerns about the proposed facilities plan for the Ladysmith area.

- 14.4. Rhonda Shirley, Ladysmith Chamber of Commerce
Agreement for Operation of the Visitor Centre** 54 - 55

Staff Recommendation

That the concerns expressed by the Chamber of Commerce regarding increasing costs for delivery of visitor information services be referred to staff for review and consideration in preparation of the 2015 budget portion of the 2014 to 2018 Financial Plan.

15. NEW BUSINESS

- 15.1. Waterfront Area Plan**

16. UNFINISHED BUSINESS**17. 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.

18. ADJOURNMENT



**TOWN OF LADYSMITH
MINUTES OF A MEETING OF COUNCIL
MONDAY, NOVEMBER 18, 2013
COUNCIL CHAMBERS, CITY HALL
CALL TO ORDER 6:30 P.M.
REGULAR OPEN MEETING 7:00 PM.**

COUNCIL MEMBERS PRESENT:

Mayor Rob Hutchins	Councillor Jillian Dashwood	Councillor Bill Drysdale
Councillor Gord Horth	Councillor Duck Paterson	Councillor Glenda Patterson

COUNCIL MEMBERS ABSENT:

Councillor Steve Arnett

STAFF PRESENT:

Ruth Malli	Sandy Bowden	Felicity Adams
Erin Anderson	John Manson	Clayton Postings
Joanna Winter		

CALL TO ORDER

Mayor Hutchins called this Regular Meeting of Council to order at 6:30 p.m. in order to retire immediately into a Closed Meeting.

CLOSED MEETING

CS 2013-398

It was moved, seconded and carried at 6:31 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
- 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
- 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

OPEN MEETING

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

AGENDA APPROVAL

CS 2013-399

It was moved, seconded and carried that the agenda for the Regular Council Meeting of November 18, 2013 be approved as amended by the following additions:

- 10.1 Lottery Telephone Fraud
- 10.2 Homelessness

DELEGATION

Carrie, Ally and Michaela Segreto and Jodi Scott, Ecole Davis Road School Parents' Advisory Council

Carrie, Ally and Michaela Segreto and Jodi Scott spoke to Council about community opposition to the proposed closure of Ecole Davis Road School by School District 68, and presented the most recent results and in-person petition they are currently circulating.

Council thanked the members of the delegation for their eloquent remarks and their dedication to the school.

MINUTES

CS 2013-400

It was moved, seconded and carried that the minutes of the Regular Meeting of Council held Monday, November 4, 2013 be approved.

PROCLAMATIONS

Mayor Hutchins proclaimed the month of November 2013 as "Adoption Awareness Month" in the Town of Ladysmith in recognition of the care, compassion and unselfish commitment of British Columbia adoptive families and the continuing need for adoptive families to nurture the growth and development of children.

DEVELOPMENT APPLICATIONS

CS 2013-401

It was moved, seconded and carried that staff be directed to prepare a rural industrial road standard for South Ladysmith; and

That staff be directed to proceed with statutory notice for Development Variance Permit application 3090-13-03 (10844 Westdowne Road) which proposes to vary the provision of works and services required under "Town of Ladysmith Subdivision and Development Servicing Bylaw 2013, No. 1834" to the rural standard noted above for the issuance of a Building Permit for a light industrial building at 10844 Westdowne Road.

OPPOSED: Councillors Horth and G. Patterson

STAFF REPORTS

CS 2013-402

Stuart Place/Walkem Road Walkway

It was moved, seconded and carried that staff be directed to conduct a consultation process to determine if the community wishes the Town to reopen the walkway between Stuart Place and Walkem Road, and that staff report back to Council in this regard.

Council requested that staff communicate first with the residents of homes bordering the walkway, given their past concerns.

CS 2013-403 **Boundary Extension Proposal, Couverdon Real Estate**
It was moved, seconded and carried that staff be directed to prepare a process schedule for the consideration of the boundary extension proposal submitted by Couverdon Real Estate, including municipal elector approval by alternate approval process.

CS 2013-404 It was moved, seconded and carried that Couverdon Real Estate be requested to host a community open house to present the boundary extension proposal to the Ladysmith community.

CS 2013-405 **Workplace Bullying, Discrimination and Harassment Policy No.**
It was moved, seconded and carried that Workplace Bullying, Discrimination and Harassment Policy No. 07-2640-C dated November 1, 2013 be adopted as presented (replacing existing Policy No. 07-2640-C dated June 3, 2002) and that staff be directed to proceed with the training program currently underway.

CS 2013-406 **Proposed Recyclables Collection with Multi-Material B.C.**
It was moved, seconded and carried that Council authorize the signing of the draft agreement with Multi-Material BC Society for the period of May 1, 2014 to March 31, 2015, with the following amendments to be submitted prior to the November 30, 2013 deadline:

- a. Replace Section 12.1 (Insurance Requirements) with the version recommended by MIABC (Appendix "D");
- b. Request a cap to be placed on the maximum penalty amount to 5% of the total available incentive payment per year;
- c. Amend the late filing penalty from \$500/day to \$100/day;
- d. Amend the allowable contamination rate to reflect current industry levels (agreement sets the maximum contamination rate at 3%, Town staff suggest 5% for the first year); and,
- e. Remove the clause that allows a customer to provide their own container; and that,

Should staff not be successful in making the above noted amendments to the draft contract, the Mayor and City Manager negotiate a contract that incorporates as many amendments as possible.

CORRESPONDENCE

Trina Allain, Natalie Cherkas and Doug Scott, David Liefertz, Michelle Liefertz, Erin Marshall, Lorena Mueller, Graeme Rouse,

**Jodi Scot, Carrie Segreto, Joy Sheldon-Maxwell, Randy Wilson
Proposed Closure of Davis Road School**

CS 2013-407 It was moved, seconded and carried that all petitions and correspondence protesting the proposed closure of Ecole Davis Road School be received and forwarded to the Board of School District 68 for consideration in its upcoming deliberations.

**Cathleen McMahon, Ladysmith Downtown Business Association
Request for Waiving of Trolley Rental Fee**

CS 2013-408 It was moved, seconded and carried that the trolley rental fee be waived for the Old Tyme Christmas event on Friday, December 6, 2013.

**Teresa McKinley, Ladysmith Tour de Rock Committee
Request for Waiving of Trolley Rental Fee and Travel Outside Town Boundaries**

CS 2013-409 It was moved, seconded and carried that staff be requested to obtain additional details regarding the exact date and length of the proposed Cowichan Winery Tour de Rock Fundraiser from the Ladysmith Tour de Rock Committee, and to report back to Council with this information, as well as estimated costs of waiving the trolley fee for the event as requested in the correspondence from Committee member Teresa McKinley.

**Pembina Institute
Joint Letter to Provincial Government – Energy Efficient Building Regulations**

CS 2013-410 It was moved, seconded and carried that Council endorse the joint letter proposed by the Pembina Institute in supporting local governments on energy efficient building regulations to achieve climate targets.

NEW BUSINESS

Lottery Telephone Fraud

Councillor G. Patterson advised Council members of a fraud concerning a purported lottery win.

Council members discussed inaccuracies in a recent Nanaimo newspaper article about the homeless in Ladysmith. Councillor Dashwood is preparing a response to the article.

UNFINISHED BUSINESS

Ladysmith Archives Operating Agreement and Licence of Occupation

CS 2013-411 It was moved, seconded and carried that the Mayor and Corporate Officer be authorized to execute the Operating Agreement and Licence of Occupation with the Ladysmith and District Historical Society for the period November 1, 2013 to October 31, 2018.

QUESTION PERIOD

R. Armour, Ladysmith Chronicle, was provided with a copy of the Town's resolution and correspondence from June 2013 regarding the proposed School District 68 Facilities Plan and the reconfiguration and possible closure of local schools.

J. Tieleman, Ladysmith Downtown Business Association, expressed his appreciation to Council for waiving the trolley rental fee and supporting the Old Tyme Christmas event on December 6, 2013.

R. Johnson thanked staff for providing information about a proposed Marine Park and was advised that the waiving of a Public Hearing is a rare occurrence.

CLOSED MEETING

CS 2013-412

It was moved, seconded and carried at 8:10 p.m. that Council retire into Closed Meeting after a two minute recess.

ARISE AND REPORT

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

- The sale price of the Town-owned property located at 520 Jim Cram Drive will be reduced from \$749,000 to \$699,000
- Council made appointments to Town Advisory Commissions and Committees

ADJOURNMENT

CS 2013-413

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)



Kin Canada
Kinsmen • Kinettes • Kin

Serving the
Community's
Greatest Need

www.kincanada.ca



PROCLAMATION

Whereas, Kin Canada has been a vibrant, responsible, all-Canadian association of service clubs devoted to the concept of serving its communities throughout Canada since its founding in Hamilton, Ontario, on February 20, 1920,

Whereas, Kin Canada has been dedicated to meeting the needs of our community and has diligently sought the development and completion of timely, relevant programs to meet the needs and challenges of our ever-evolving society,

Whereas, Kin Canada is celebrating its 94th anniversary on February 20, 2014,

Therefore, I, Robert Hutchins, Mayor
of the Town of Ladysmith, feel that each citizen would welcome the opportunity to pause and reflect with pride on the rich heritage of accomplishment throughout the 94 years Kinsmen, Kinette and Kin clubs have been in existence in Canada. And with the express idea of honouring our local club,

I DO HEREBY DECLARE Thursday, February 20, 2014

Kinsmen and Kinettes Day

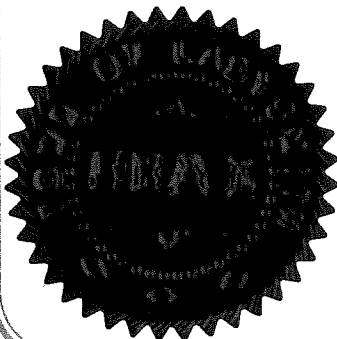
and declare the week of February 16 - 22, 2014

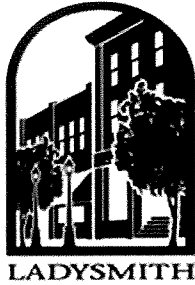
**Kinsmen and Kinettes Week
a Celebration of Kinsmen and Kinettes in Canada**

and urge all citizens to salute their local Kinsmen and Kinettes.

IN WITNESS WHEREOF, I have here unto set my hand and caused the seal of the Town of Ladysmith
to be affixed this 27th day of November, 2013.

(Signature)





LADYSMITH

Town of Ladysmith

STAFF REPORT

To: Ruth Malli, City Manager
 From: Felicity Adams, Director of Development Services
 John Manson, Director of Infrastructure Services
 Date: November 27, 2013
 File No: 3090-13-02

Re: 10844 Westdowne Road - Subdivision and Development Servicing Bylaw

RECOMMENDATION(S):

THAT Council approve Development Variance Permit 3090-13-02 for Lot 2, District Lot 72, Oyster District, Plan VIP63624, Except Part in Plan VIP80408 PID:023-474-262 (10844 Westdowne Road) to permit the following variances to the "Town of Ladysmith Subdivision and Development Servicing Bylaw 2013, No. 1834":

1. The portion of Westdowne Road immediately adjacent to the land shall be designed to a modified 'Rural/Industrial' road standard that contains a gravel pedestrian walkway;
2. Electrical, telephone and cablevision wiring to the land is not required to be underground; and
3. A septic system is permitted on the land until a connection to the Town sanitary sewer system is available. A connection to the Town sanitary sewer system is required within two years of the service being available to the land.

PURPOSE:

The purpose of this staff report is to obtain Council direction regarding a development variance permit application for three proposed variances to the "Town of Ladysmith Subdivision and Development Servicing Bylaw 2013, No. 1834".

INTRODUCTION/BACKGROUND:

Development Permit 3060-12-05 was issued in 2012 to permit a light industrial building and to protect the riparian area at 10844 Westdowne Road. A subsequent amendment has been approved to permit a larger building. "The Town of Ladysmith Subdivision and Development Servicing Bylaw 2013, No. 1834" was adopted after Development Permit 3060-12-05 was issued. Since the applicant did not immediately apply for a building permit in 2012 they have experienced an

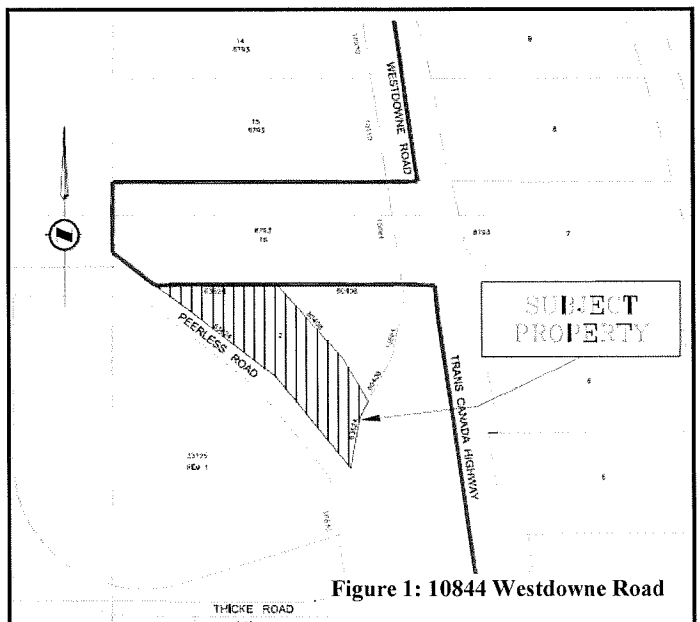


Figure 1: 10844 Westdowne Road

unexpected increase in the cost of development as a result of the newly adopted Subdivision and Development Servicing Bylaw.

Council direction to proceed with the statutory notice was provided at the November 18, 2013 meeting of Council.

SCOPE OF WORK:

The stage of this application is to seek Council's consideration of the proposed DVP as presented. The owners of the property at 10844 Westdowne Road are requesting the following three variances to the requirements of "The Town of Ladysmith Subdivision and Development Servicing Bylaw 2013, No. 1834":

1. The portion of Westdowne Road immediately adjacent to the land shall be designed to a modified 'Rural/Industrial' road standard that contains a gravel pedestrian walkway;
2. Electrical, telephone and cablevision wiring to the land is not required to be underground; and
3. A septic system is permitted on the land until a connection to the Town sanitary sewer system is available. A connection to the Town sanitary sewer system is required within two years of the service being available to the land.

ALTERNATIVES:

To not support DVP application 3090-13-02.

FINANCIAL IMPLICATIONS: n/a

LEGAL IMPLICATIONS:

The *Local Government Act* enables Council to vary a bylaw that relates to subdivision and development requirements. This is a discretionary decision of Council.

CITIZEN/PUBLIC RELATIONS IMPLICATIONS:

The Town of Ladysmith notice regarding this DVP application was sent to neighbouring properties on November 19, 2013. At the date of this staff report no comments have been recieved regarding the proposed variances.

INTERDEPARTMENTAL INVOLVEMENT/IMPLICATIONS:

If the Development Variance Permit is approved a building permit could be issued for the requested servicing standards.

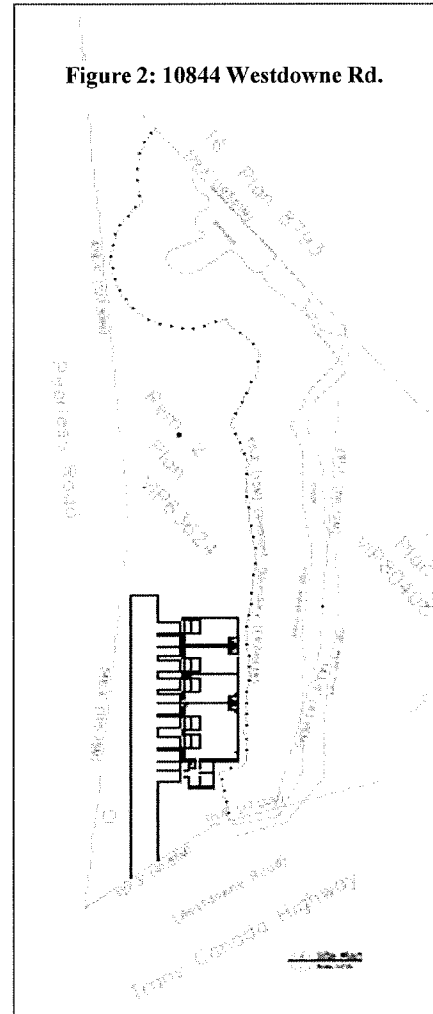


Figure 2: 10844 Westdowne Rd.

RESOURCE IMPLICATIONS:

Processing Development Variance Permit applications is within available staff resources.

ALIGNMENT WITH SUSTAINABILITY VISIONING REPORT:

The Community Vision states that there should be “a realistic approach to development economics and the cost of community amenities and sustainability initiatives”.

ALIGNMENT WITH STRATEGIC PRIORITIES:

Effective community design is a strategic Council direction.

SUMMARY:

It is recommended that Council support development variance permit application 3090-13-02 to permit three variances to the “Town of Ladysmith Subdivision and Development Servicing Bylaw 2013, No. 1834” for the land at 10844 Westdowne Rd.

I concur with the recommendation.



Ruth Malli, City Manager

ATTACHMENTS:

DVP 3090-13-02



TOWN OF LADYSMITH
DEVELOPMENT VARIANCE PERMIT 3090-13-02
DATE: December 2, 2013

TO:	PNL Holdings Ltd., Inc. No. BC0957355 (Owner)
ADDRESS:	621 Nash Place LADYSMITH, B.C. V9G 1P2

1. This Development Variance Permit is issued subject to compliance with all of the bylaws of the Town of Ladysmith applicable thereto, except as specifically varied or supplemented by this Permit.
2. This Development Variance Permit applies to and only to those lands within the Town of Ladysmith described below and any and all buildings, structures and other development thereon:

Lot 2, District Lot 72, Oyster District, Plan VIP63624, Except Part in Plan VIP80408
PID: 023-474-262 (10844 Westdowne Road)
3. Section C 'Servicing Requirements' of Bylaw "Town of Ladysmith Subdivision and Development Servicing Bylaw 2013, No.1834" is varied for the subject property as follows:
 - i) 4.05(b) is varied such that the portion of Westdowne Road immediately adjacent to the land shall be designed and constructed to a modified Schedule E 'Rural/Industrial' road standard, that contains a gravel pedestrian walkway.
 - ii) 4.05(c) is varied such that electrical, telephone and cablevision wiring to the land is not required to be underground.
 - iii) 4.05(g) is varied such that a connection to the Town of Ladysmith sanitary sewer system through a complete and fully operational system of mains, manholes, necessary pumping stations, catch basins and other appurtenances provided by the owner in accordance with Schedule E, is required within two years of the sanitary sewer system being available to the land. In the interim a septic system is permitted which meets the requirements of the Ministry of Health.
4. The land described herein shall be developed strictly in accordance with terms and conditions and provisions of this Permit and any plans and specifications attached to this Permit which shall form a part thereof.
6. THIS PERMIT IS NOT A BUILDING PERMIT. No occupancy permit shall be issued until all items of this Development Variance Permit have been complied with to the satisfaction of the Corporate Officer.

AUTHORIZING RESOLUTION passed by Municipal Council on the _____ day of _____, 20_____.

Mayor (R. Hutchins)

Corporate Officer (S. Bowden)

I HEREBY CERTIFY that I have read the terms and conditions of the Development Variance Permit contained herein. I understand and agree that the Town of Ladysmith has made no representations, covenants, warranties, guarantees, promises or agreements (verbal or otherwise) with PNL Holdings Ltd., Inc. No. BC0957355 other than those contained in this permit.

Signed

Witness

Title

Occupation

Date

Date

TOWN OF LADYSMITH

BYLAW NO. 1832

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

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

AND WHEREAS the Municipal Council considers it advisable to amend "Town of Ladysmith Zoning Bylaw 1995, No. 1160";

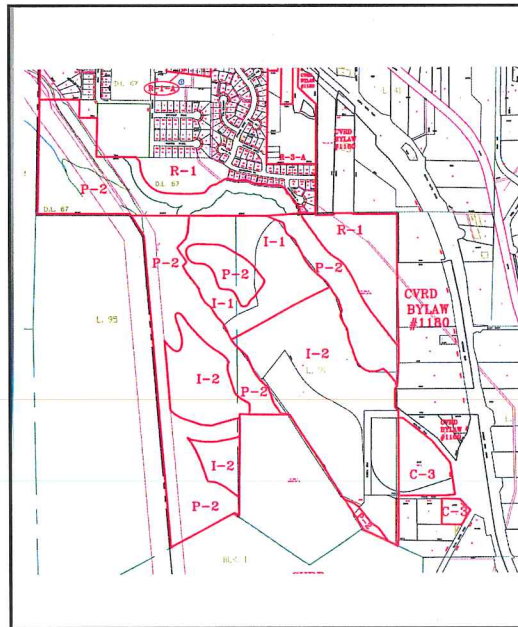
NOW THEREFORE the Council of the Town of Ladysmith in open meeting assembled enacts as follows:

1. The "Town of Ladysmith Zoning Bylaw 1995, No. 1160" as amended is hereby further amended as follows:
 - (1) Section 4.0 "Definitions" is amended by adding a new definition immediately following the definition of 'marshalling yard':

"medical marihuana growing and production: means the growing and production of marihuana for medical purposes, as permitted under the Marihuana for Medical Purposes Regulation (MMPR), and any subsequent regulations or acts which may be enacted in substitution thereof."
 - (2) Section 27.0 "Heavy Industrial Zone (I-2)" is amended by:
 - (a) Adding the following to Section 27.1 'Permitted Uses':

"(k) subject to section 27.2(4), medical marihuana growing and production."
 - (b) Adding the following to Section 27.2 'Conditions of Use':

"(4) Despite section 27.1(k), the locations where medical marihuana growing and production use is permitted are restricted to land shown zoned I-2 within the area included on the map below."



66

CITATION

2. This Bylaw may be cited for all purposes as "Town of Ladysmith Zoning Bylaw 1995, No. 1160, Amendment Bylaw (No.95), 2013, No. 1832".

READ A FIRST TIME on the 6th day of August, 2013

READ A SECOND TIME on the 6th day of August, 2013

PUBLIC HEARING waived pursuant to s. 890(4)(b) of the *Local Government Act*

on the 6th day of August, 2013

READ A THIRD TIME on the day of

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

on the day of

ADOPTED on the day of

Mayor (R. Hutchins)

Corporate Officer (S. Bowden)

TOWN OF LADYSMITH

BYLAW NO. 1833

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

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

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

AND WHEREAS the Municipal Council considers it advisable to amend "Area "G" Zoning Bylaw 1180, 1988";

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

1. The "Area G Zoning Bylaw 1180, 1988" as amended is hereby further amended as follows:
 - (a) Section 3.1 of Part Three 'Definitions' is amended by adding a new definition immediately following the definition of 'lane':

"medical marihuana growing and production" means the growing and production of marihuana for medical purposes, as permitted under the Marihuana for Medical Purposes Regulation (MMPR), and any subsequent regulations or acts which may be enacted in substitution therefor."
 - (b) Section 7.1 'A-1 Zone - Primary Agriculture' of Part Seven 'Agriculture and Forestry Zones' is amended by:
 - (i) Adding the following to Section 7.1(a) 'Permitted Uses':

"(11) medical marihuana growing and production"

CITATION

2. This bylaw may be cited for all purposes as "Area "G" Zoning Bylaw 1180, 1988", Amendment Bylaw (No. 2), 2013, No. 1833".

READ A FIRST TIME on the 6th day of August, 2013

READ A SECOND TIME on the 6th day of August, 2013

PUBLIC HEARING waived pursuant to s.890(4)(b) of the *Local Government Act*

on the 6th day of August, 2013

READ A THIRD TIME on the day of

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

on the day of

ADOPTED on the day of

Mayor (R. Hutchins)

Corporate Officer (S. Bowden)



Town of Ladysmith

COMMITTEE REPORT

To: Mayor and Council
From: Government Services Committee
Date: May 29, 2013
File No:

Re: **GOVERNMENT SERVICES COMMITTEE RECOMMENDATIONS - November 18, 2013**

At its November 18, 2013 meeting, the Government Services Committee recommended to Council the following:

That Council refer proposed signage initiatives to the 2014 - 2018 Financial Plan deliberations, including

- Annual sign maintenance & replacement (operating)
- New Downtown Banners (operating)
- New Gateway Sign
- Directional Signs
- Downtown Business Kiosk with Sign Blades
- 49th Parallel Marker



Town of Ladysmith
STAFF REPORT

To: Ruth Malli, City Manager
From: Sandy Bowden, Director of Corporate Services
Date: November 26, 2013
File No:

Re: 2014 COUNCIL MEETING SCHEDULE

RECOMMENDATION(S):

That Council consider that:

- a) the following 2014 schedule of regular Council meetings be approved and that Staff be directed to advertise the schedule in accordance with Section 127 of the Community Charter:

January 6	March 17	July 7	October 20
January 20	April 7	July 21	November 3
February 3	May 5	August 18	November 17
February 17	June 2	September 15	December 1
March 3	June 16	October 6	December 15

- b) Council direct staff to amend Sec. 2.2 of Council Procedure Bylaw No. 1666 to delete the requirement to conduct a Council meeting on the next business day following a statutory holiday if that statutory holiday falls on the first or third Monday of the month and that the amendment be processed in accordance with Sec. 94 of the Community Charter; and,
- c) Council confirm that no Regular Council meetings are scheduled for the following Tuesdays in 2014:
- April 22nd
 - May 20th
 - August 5th
 - September 2nd

PURPOSE:

The purpose of this Staff report is to seek Council's consideration of the proposed schedule of regular Council meetings for 2014 and to notify the public of the schedule in accordance with the Community Charter.

INTRODUCTION/BACKGROUND:

In accordance with the Town's Procedure Bylaw No. 1666, regular Council meetings are held on the first and third Monday of each month. The Community Charter requires a local government to notify the public of the schedule of meetings of regular Council meetings annually. It is recommended that a notice be published in the December 10th and December 17th editions of The Chronicle newspaper in accordance with the legislation and posting the notice on notice boards throughout the community. The notice will include reference to Government Services Committee meetings which are held on the third Monday of each month. Meetings may be cancelled or re-scheduled throughout the year as required provided that sufficient notice of the change in schedule is issued.

In order to address operational issues encountered during "short weeks" (i.e. weeks of the month when the first or third Monday of the month is a statutory holiday) Council may wish to consider deleting the requirement noted in Sec. 2.2 of Council Procedures Bylaw No. 1666 to schedule a Council meeting the first business day following a statutory holiday if that statutory holiday falls on the first or third Monday of the month. The following amendment to the Bylaw (new wording underlined) would be recommended:

2.2 When a regular Council Meeting falls on a statutory holiday, as defined in the Interpretation Act, ~~the meeting shall be held on the next business day following which is not a holiday~~ no meeting shall be held that week unless a Special Council meeting is scheduled.

SCOPE OF WORK:

Staff will process the 2014 schedule of Council meetings and amendment to the Council Procedure Bylaw as directed. For Council's information, public notices must be issued in accordance with Sec. 94 of the Community Charter (i.e. two consecutive editions of the local newspaper) for all Council Procedure Bylaw amendments.

ALTERNATIVES:

- 1) Council could approve the 2014 schedule of Council meetings as presented in this report.
- 2) Council could amend the proposed 2014 schedule of Council meetings and direct Staff to maintain the status quo (i.e. schedule meetings on the next business day following a statutory holiday).
- 3) Council could amend the Council Procedures Bylaw No. 1666 to remove the requirement to hold a Regular Council Meeting on the third Monday of the month. (This option has not been discussed in this report, however Staff are prepared to provide comments at the meeting as directed by Council.)
- 4) Council could propose other meeting schedule options as deemed appropriate.

FINANCIAL IMPLICATIONS:

n/a

LEGAL IMPLICATIONS:

As noted, the *Community Charter* requires a local government to notify the public of the schedule of regular Council meeting annually and of any amendments to Council Procedure Bylaws.

CITIZEN/PUBLIC RELATIONS IMPLICATIONS:

Staff does not consider that this initiative will have a significant impact on the public, but will monitor the issue and report back to Council as deemed appropriate.

INTERDEPARTMENTAL INVOLVEMENT/IMPLICATIONS:

Once Council adopts a meeting schedule, departments will assign work to that schedule.

RESOURCE IMPLICATIONS:

n/a

ALIGNMENT WITH STRATEGIC PRIORITIES:

n/a

SUMMARY:

The *Community Charter* requires that local governments notify the public of the schedule of regular Council meetings on an annual basis. The Town's Procedures Bylaw No. 1666 requires that regular Council meetings take place on the first and third Monday of each month. The Bylaw also requires that a Council meeting be held on the next business day following a statutory holiday if the statutory holiday falls on a first or third Monday of the month. It is recommended that the Procedures Bylaw be amended to delete this requirement. The 2014 Council meeting schedule, as well as the proposed amendments to Council Procedure Bylaw No. 1666, will be published in two consecutive editions of The Chronicle newspaper as statutorily required.

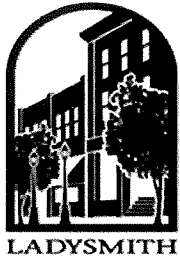
I concur with the recommendation.



Ruth Malli, City Manager

ATTACHMENTS:

None



Town of Ladysmith
STAFF REPORT

To: Ruth Malli, City Manager
From: Sandy Bowden, Director of Corporate Services
Date: November 22, 2013
File No:

Re: Licence of Occupation – Island Highway and Symonds Street (Egress from Tim Horton’s and Ladysmith Archives)

RECOMMENDATION(S):

That Council authorize the Mayor and Corporate Officer to renew the Licence of Occupation for a five year term for the Provincially-owned parcel of land located at the Island Highway and Symonds Street for the purposes of enabling egress from the Tim Horton’s and Ladysmith Archives facilities.

PURPOSE:

The purpose of this staff report is to seek Council’s authorization to renew the existing agreement between the Ministry of Transportation and the Town of Ladysmith which was originally established in 2003. This agreement expires at the end of November and was established to enable patrons to exit the Tim Horton’s and Ladysmith Archives facilities.

INTRODUCTION/BACKGROUND:

In 2003 the Town entered into an agreement with the Ministry of Transportation to utilize Provincial land to accommodate the exit lane from the Tim Horton’s and Ladysmith Archives facilities. The term of the agreement was for 10 years and expires at the end of November. The Province is proposing a term of five years for the renewal Licence of Occupation agreement. Staff recommends that Council proceed with the agreement as presented.

SCOPE OF WORK:

Upon Council direction staff will proceed with execution of the agreement.

ALTERNATIVES:

N/A

FINANCIAL IMPLICATIONS:

The Province requires payment of \$1.00 per year for the use of the land. There is also a \$100 administrative fee (plus GST).

LEGAL IMPLICATIONS:

This agreement is in accordance with all applicable Provincial legislation.

CITIZEN/PUBLIC RELATIONS IMPLICATIONS:

Staff anticipates significant public relations implications if this agreement is not renewed.

INTERDEPARTMENTAL INVOLVEMENT/IMPLICATIONS:

N/A

RESOURCE IMPLICATIONS:

N/A

ALIGNMENT WITH SUSTAINABILITY VISIONING REPORT:

N/A

ALIGNMENT WITH STRATEGIC PRIORITIES:

N/A

SUMMARY:

In 2003 the Town entered into a 10 year agreement with the Ministry of Transportation to utilize Provincial land in the vicinity of the Island Highway and Symonds Street to accommodate the egress from the Tim Horton's and the Ladysmith Archives facilities. The agreement expires at the end of November and staff recommends that Council authorize the Town to enter into a Licence of Occupation with the Ministry of Transportation for five year term to authorize the continued use of this land on which the exit lane from the two facilities is located.

I concur with the recommendation.



Ruth Malli, City Manager

ATTACHMENTS:

Licence of Occupation



THIS AGREEMENT is made under section 62 of the *Transportation Act* and is dated for reference November 20, 2013.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the minister responsible for the *Transportation Act*

(the "Province")

AND

TOWN OF LADYSMITH

410 Esplanade

PO Box 220

Ladysmith, BC V9G 1A2

(the "Licensee")

WHEREAS:

- A. The Land is a provincial public highway (as defined in the *Transportation Act*) and, in accordance with section 58 of the *Transportation Act*, the BCTFA holds all of the Province's right and title in and to the soil and freehold of the Land.
- B. The Province may, pursuant to subsections 58(3) and 62(1) of the *Transportation Act* authorize any person to use or occupy a provincial public highway.
- C. The Licensee wishes to use and occupy the Land and the Province has agreed to permit it to do so in accordance with the terms and conditions of this Agreement.

For valuable consideration, the parties agree as follows:

ARTICLE 1 - DEFINITIONS

1.1 In this Agreement,

"Agreement" means this licence of occupation;

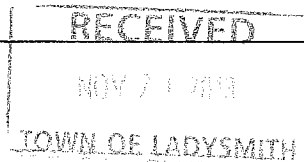
"BCTFA" means BC Transportation Financing Authority, a corporation continued under the *Transportation Act*;

"Commencement Date" means December 1, 2013;

"Fee" means the fee set out in Article 3;

"Improvements" includes anything made, constructed, erected, built, altered, repaired or added to, in, on or under the Land, and attached to it or intended to become a part of it, and also includes any clearing, excavating, digging, drilling, tunnelling, filling, grading or ditching of, in, on or under the Land;

"Land" means the road adjacent to Parcel A (DD 65285N) of Lot 118, Oyster District, shown outlined in



red on the attached Schedule A to this Agreement;

"Realty Taxes" means all taxes, rates, levies, duties, charges and assessments lawfully levied or charged, at any time, by any competent governmental authority which relate to the Land, the Improvements or both of them; and

"Term" means the period of time set out in section 2.2.

ARTICLE 2 - GRANT AND TERM

- 2.1 On the terms and conditions set out in this Agreement, the Province grants the Licensee a licence of occupation over the Land for the purpose of access and parking and the Licensee acknowledges that this Agreement does not grant it the exclusive use and occupancy of the Land.
- 2.2 The term of this Agreement commences on the Commencement Date and terminates on November 30, 2018, or such earlier date provided for in this Agreement.

ARTICLE 3 - FEE

- 3.1 The Licensee will pay to the BCTFA **\$100.00** plus GST (equalling **\$105.00**) payable in advance of the term together with the tax imposed under Part IX of the *Excise Tax Act* (Canada) which is payable on that amount.

ARTICLE 4 - COVENANTS

- 4.1 The Licensee must
- (a) pay, when due,
 - (i) the Fee to the Province at the address set out in Article 10,
 - (ii) the Realty Taxes, and
 - (iii) all charges for electricity, gas, water and other utilities supplied to the Land;
 - (b) deliver to the Province, immediately upon demand, receipts or other evidence of the payment of Realty Taxes and all other money required to be paid by it under this Agreement;
 - (c) observe, abide by and comply with
 - (i) all applicable laws, bylaws, orders, directions, ordinances and regulations of any competent governmental authority in any way affecting the Land and the Improvements, or their use and occupation, and
 - (ii) the provisions of this Agreement;
 - (d) keep the Land and the Improvements in a safe, clean and sanitary condition satisfactory to the Province, and at its written request, make the Land and the Improvements safe, clean and sanitary;
 - (e) not commit any wilful or voluntary waste, spoil or destruction on the Land or do anything on the Land that may be or become a nuisance or annoyance to an owner or occupier of land in the vicinity of the Land;

- (f) use and occupy the Land only in accordance with and for the purposes set out in section 2.1;
- (g) not construct, place or affix any Improvement on or to the Land except as necessary for the purposes set out in section 2.1;
- (h) cut or remove timber on or from the Land
- (i) only to address an unsafe condition or for the purposes set out in section 2.1, and
- (ii) in accordance with an agreement issued to it under the *Forest Act* to permit the harvest of Crown timber on the Land unless the minister responsible for the *Forest Act* permits the harvest of timber on the Land without the issuance of an agreement under the *Forest Act*;
- (i) permit the Province, or its authorized representatives, to enter on the Land at any time to inspect the Land and the Improvements;
- (j) indemnify and save the Province and its servants, employees and agents (including the BCTFA and its officers, directors, employees, servants and agents) harmless against all claims, demands, actions, causes of action, losses, damages, fines, penalties, costs, expenses and liabilities, including fees of solicitors and other professional advisors, arising out of or in connection with
- (i) the Licensee's breach, violation or nonperformance of a provision of this Agreement,
- (ii) any personal injury, bodily injury (including death) or property damage occurring or happening on or off the Land by virtue of its entry upon, use or occupation of the Land, and
- (iii) without limiting paragraph (ii), any environmental liability on or off the Land related to its entry upon, use or occupation of the Land, including, without limitation, any contamination or any liability related to any toxic, hazardous, dangerous or potentially dangerous substances migrating from the Land,
- and the amount of all such losses, damages, fines, penalties, costs, expenses and liabilities will be payable to the Province immediately upon demand;
- (k) release the Province and its servants, employees and agents (including the BCTFA and its officers, directors, employees, servants and agents) from and against all claims, demands, actions, causes of action, losses, damages, fines, penalties, costs, expenses and liabilities arising out of or in connection with any environmental liability on or off the Land related to its entry upon, use or occupation of the Land, including, without limitation, any contamination or any liability related to any toxic, hazardous, dangerous or potentially dangerous substances migrating from the Land; and
- (l) on the termination of this Agreement,
- (i) peaceably quit and deliver to the Province possession of the Land and, subject to paragraphs (ii) and (iii), the Improvements in a safe, clean and sanitary condition (including, without limitation, free of any environmental contamination related to its entry upon, use or occupation of the Land),
- (ii) within 60 days, remove from the Land any Improvement the Licensee wants to remove, if the Improvement was placed on or made to the Land by or for it, is in the nature of a tenant's fixture normally removable by tenants and is not part of a building or part of the Land,
- (iii) remove from the Land any Improvement that was placed on or made to the Land by or for the Licensee, and that the Province, in writing, directs or permits it to remove; and

- (iv) restore the surface of the Land as nearly as may reasonably be possible to the same condition as it was on the Commencement Date, to the Province's satisfaction, but if the Licensee is not directed or permitted to remove an Improvement under paragraph (ii) or (iii), this paragraph will not apply to that part of the surface of the Land on which that Improvement is located,

and all of its right, interest and estate in the Land will be absolutely forfeited to the Province, and to the extent necessary, this covenant will survive the termination of this Agreement.

- 4.2 The Licensee will not permit any person to do anything it is restricted from doing under this Article.

ARTICLE 5 - LIMITATIONS

- 5.1 The Licensee agrees with the Province that

- (a) the Province is under no obligation to provide access or services to the Land or to maintain or improve existing access roads;
- (b) the Province may, without the Licensee's consent, authorize other persons, including a Crown agency or ministry, to use and occupy the Land under section 62 of the *Transportation Act*;
- (c) the Licensee will make no claim for compensation, in damages or otherwise, in respect of an authorization granted by the Province under subsection (b),
- (d) all of the Licensee's costs and expenses, direct or indirect, that arise out of any interference with its rights under this Agreement as a result of an authorization granted by the Province under subsection (b) will be borne solely by the Licensee;
- (e) the Licensee releases and discharges the Province from all claims for loss or damage arising directly or indirectly out of any interference with its rights under this Agreement as a result of an authorization granted by the Province under subsection (b);
- (f) the Licensee releases and discharges the Province from all claims for losses or damages arising directly or indirectly out of any interference with its rights under this Agreement as a result of a disposition made by the Province under subsection (b);
- (g) the Licensee will not remove or permit the removal of any Improvement from the Land except as expressly permitted or required under this Agreement;
- (h) any interest the Licensee may have in the Improvements ceases to exist and becomes the Province's property upon termination of this Agreement, except where an Improvement may be removed under paragraph 4.1(I)(ii) or (iii) in which case any interest the Licensee may have in that Improvement ceases to exist and becomes the Province's property if the Improvement is not removed from the Land within the time period set out in paragraph 4.1(I)(ii) or the time period provided for in the direction or permission given under paragraph 4.1(I)(iii); and
- (i) if, after the termination of this Agreement, the Province permits the Licensee to remain in possession of the Land and the Province accepts money from it in respect of such possession, a tenancy from year to year will not be created by implication of law and the Licensee will be deemed to be a monthly tenant only subject to all of the provisions of this Agreement, except as to duration, in the absence of a written agreement to the contrary.

ARTICLE 6 - INSURANCE

6.1 The Licensee must, without limiting its obligations or liabilities under this Agreement, at its expense, maintain during the Term

- (a) Commercial General Liability Insurance including non-owned automobile and contractual liability insurance with inclusive limits of not less than \$2,000,000.00 for bodily injury, death or property damage arising from any one accident or occurrence which insurance policy will indemnify the named insureds under the policy for all sums which the insured may become liable to pay or pays for bodily injury, death or property damage or for loss of use, arising out of or resulting from the work or operations of the parties under this Agreement which must be endorsed as follows:

"It is understood and agreed that Her Majesty the Queen in Right of the Province of British Columbia as represented by the Minister of Transportation and Infrastructure (the "Province"), together with the employees, agents (including the BC Transportation Financing Authority and its officers, directors, employees, servants and agents), and servants of the Province (the "Additional Named Insureds"), are each added as an Additional Named Insured, in respect of liability arising from the work or operations of the insured and each Additional Named Insured, in connection with contracts entered into between the insured and the Additional Named Insured.

The Insurance as is afforded by this policy will apply in the same manner and to the same extent as though a separate policy had been issued to each insured. Any breach of a condition of the policy by any insured will not affect the protection given by this policy to any other insured. The inclusion herein of more than one insured will not operate to increase the limit of liability under this policy.";

- (b) if vessels are owned, leased or rented or used in the performance of this Agreement by the Licensee and are not covered under the general liability policy, it will provide Protection and Indemnity insurance with limits of not less than \$N/A for such vessels and will include four-fourths collision liability insurance,
- (c) if any licensed vehicles are owned, leased, rented or used by the Licensee in the performance of this Agreement, Automobile Liability Coverage with inclusive limits of not less than \$1,000,000.00 providing third party liability and accident benefits insurance for all such vehicles, and
- (d) if aircraft (including helicopters) are owned, rented, leased or used by the Licensee in the performance of this Agreement, third party liability coverage with inclusive limits of not less than \$N/A;

which, in the case of the policies of insurance described in subsections (a), (b) and (d), must include endorsements or provisions that they may not be cancelled, reduced, altered or materially changed without the insurer or insurers giving not less than 30 days' prior written notice to the Province by registered mail, which endorsements must be in terms comparable to those normally obtainable from insurers in the Province of British Columbia or Canada issuing comparable policies.

6.2 All insurance required to be maintained by the Licensee under this Agreement must be placed with insurers licensed to transact business in British Columbia or Canada and, the Licensee must, under the insurance required to be maintained by it under this Agreement,

- (a) pay all deductibles;
- (b) not exclude hazardous operations such as excavation, pile driving, shoring, blasting, under-pinning or demolition work or any other operation or work from insurance coverage;

- (c) deliver to the Province, on the Commencement Date, on the renewal of the insurance and at other times required by the Province,
 - (i) for all policies except Automobile Liability Insurance, a completed and executed certificate of insurance in a form acceptable to the Province (as of the Commencement Date, such form is entitled "Certificate of Insurance" and is numbered H-111), and
 - (ii) evidence of Automobile Liability Insurance in the form of a duly executed Insurance Corporation of British Columbia APV47 or APV250 form or a copy of the vehicle registration/insurance certificate;
 - (d) on the Province's request, deliver to the Province evidence that the insurance remains in force and effect by way of the originals or certified copies of all current insurance policies and endorsements.
- 6.3 The Licensee acknowledges and agrees that, in the event of any third party loss or damage or any physical loss or damage to the Land (and its associated apparatus, improvements or fixtures), the settlement or payment by the insurer of the subsequent claim will be made without the right of subrogation against the Province or the BCTFA or those for whom the Province and the BCTFA are legally obligated to indemnify against such claims.

ARTICLE 7 - ASSIGNMENT

- 7.1 The Licensee must not sublicense, assign, mortgage or transfer this Agreement, or permit any person to use or occupy the Land, without the Province's prior written consent, which consent the Province may withhold in its sole discretion.
- 7.2 For the purpose of section 7.1, if the Licensee is a corporation, a change in control (as that term is defined in subsection 2(3) of the *Business Corporations Act*) of the Licensee will be deemed to be a transfer of this Agreement.
- 7.3 Section 7.2 does not apply to a corporation if the shares of the corporation which carry votes for the election of the directors of the corporation trade on a stock exchange located in Canada.
- 7.4 Prior to considering a request for consent under section 7.1, the Province may require the Licensee to meet certain conditions, including without limitation, that it provides to the Province a "site profile", "preliminary site investigation" or "detailed site investigation" (as those terms are defined in the *Environmental Management Act*) for the Land and or other similar type of investigation of the Land.

ARTICLE 8 - CANCELLATION

- 8.1 The Licensee agrees with the Province that
- (a) if it
 - (i) defaults in the payment of any money payable by it under this Agreement, or
 - (ii) fails to observe, abide by and comply with the provisions of this Agreement (other than the payment of any money payable by you under this Agreement),
- and its default or failure continues for 60 days after the Province gives written notice of the default or failure to it,

- (b) if, in the Province's opinion, it fails to make diligent use of the Land for the purposes set out in this Agreement, and its failure continues for 60 days after the Province gives written notice of the failure to it;
- (c) if it
 - (i) becomes insolvent or makes an assignment for the general benefit of its creditors,
 - (ii) commits an act which entitles a person to take action under the *Bankruptcy and Insolvency Act* (Canada) or a bankruptcy petition is filed or presented against it or it consents to the filing of the petition or a decree is entered by a court of competent jurisdiction adjudging it bankrupt under any law relating to bankruptcy or insolvency, or
 - (iii) voluntarily enters into an arrangement with its creditors;
- (d) if it is a corporation,
 - (i) a receiver or receiver-manager is appointed to administer or carry on its business, or
 - (ii) an order is made, a resolution passed or a petition filed for its liquidation or winding up;
- (e) if it is a society, it converts into a company in accordance with the *Society Act* without the Province's prior written consent; or
- (f) if this Agreement is taken in execution or attachment by any person;

this Agreement will, at the Province's option and with or without entry, terminate, and all of the Licensee's right, interest and estate in the Land will be absolutely forfeited to the Province.

- 8.2 If the condition complained of in subsection 8.1(a) or (b) (other than the payment of any money payable by the Licensee under this Agreement) reasonably requires more time to cure than 60 days, the Licensee will be deemed to have complied with the remedying of it if the Licensee commences remedying or curing the condition within 60 days and diligently complete the same.
- 8.3 The Licensee agrees with the Province that the Province may, on 60 days' written notice to it, terminate this Agreement if the Province or the BCTFA requires the Land for any purpose.
- 8.4 The Licensee agrees with the Province that it will make no claim for compensation, in damages or otherwise, upon the lawful termination of this Agreement under section 8.1 or 8.3 or under subsection 62(5) of the *Transportation Act*.

ARTICLE 9 - DISPUTE RESOLUTION

- 9.1 If any dispute arises under this Agreement, the parties will attempt to resolve the dispute within 60 days of the dispute arising (or within such other time period agreed to by the parties) and, subject to applicable laws, provide candid and timely disclosure to each other of all relevant facts, information and documents to facilitate those efforts.
- 9.2 Subject to section 9.5, if a dispute under this Agreement cannot be resolved under section 9.1, the dispute will be resolved by arbitration conducted by a sole arbitrator appointed pursuant to the *Commercial Arbitration Act*.
- 9.3 The cost of the arbitration referred to in section 9.2 will be shared equally by the parties and the arbitration will be governed by the laws of the Province of British Columbia.

- 9.4 The arbitration will be conducted at the office of the Province in Nanaimo, British Columbia, and if the Province has no office in Nanaimo, British Columbia, then at the office of the Province that is closest to Nanaimo, British Columbia.
- 9.5 A dispute under this Agreement in respect of a matter within the Province's sole discretion cannot, unless it agrees, be referred to arbitration as set out in section 9.2.

ARTICLE 10 - NOTICE

- 10.1 Any notice or other document required or permitted to be given by either party to the other must be in writing and will be deemed to be given if mailed by prepaid registered mail in Canada or delivered to the address of the other as follows:

to the Province:

Property Services
3rd Flr – 2100 Labieux Road
Nanaimo, British Columbia
V9T 6E9
Attention: Lorna Andreychuk
Facsimile: (250) 751-3288

to the Licensee:

Town of Ladysmith
410 Esplanade
Ladysmith, BC V9G 1A2
Attention: Sandy Bowden
Telephone: (250)245-6400

or at such other address as a party may, from time to time, direct in writing, and any such notice will be deemed to have been received if delivered, on the day of delivery, and if mailed, 7 days after the time of mailing, except in the case of mail interruption in which case actual receipt is required.

- 10.2 In order to expedite the delivery of any notice or other document required or permitted to be given by either party to the other, a concurrent facsimile copy of any notice will, where possible, be provided to the other party but nothing in this section, and specifically the lack of delivery of a facsimile copy of any notice, will affect the deemed delivery provided in section 10.1.
- 10.3 The delivery of all money payable to the Province under this Agreement will be effected by hand, courier or prepaid regular mail to the Province's address specified in or otherwise established under section 10.1, or by any other payment procedure agreed to by the parties, such deliveries to be effective on actual receipt.

ARTICLE 11 - MISCELLANEOUS

- 11.1 No provision of this Agreement will be considered to have been waived unless the waiver is in writing, and a waiver of a breach of a provision of this Agreement will not be construed as or constitute a waiver of any further or other breach of the same or any other provision of this Agreement, and a consent or approval to any act requiring consent or approval will not waive or render unnecessary the requirement to obtain consent or approval to any subsequent same or similar act.
- 11.2 No remedy conferred upon or reserved to the Province under this Agreement is exclusive of any other remedy in this Agreement or provided by law, but that remedy will be in addition to all other remedies in this Agreement or then existing at law, in equity or by statute.

- 11.3 The grant of a sublicense, assignment or transfer of this Agreement does not release the Licensee from its obligation to observe and perform all the provisions of this Agreement on its part to be observed and performed unless the Province specifically releases the Licensee from such obligation in its consent to the sublicense, assignment or transfer of this Agreement.
- 11.4 This Agreement extends to, is binding upon and enures to the benefit of the parties, their heirs, executors, administrators, successors and permitted assigns.
- 11.5 If, due to a strike, lockout, labour dispute, act of God, inability to obtain labour or materials, law, ordinance, rule, regulation or order of a competent governmental authority, enemy or hostile action, civil commotion, fire or other casualty or any condition or cause beyond the Licensee's reasonable control, other than normal weather conditions, the Licensee is delayed in performing any of its obligations under this Agreement, the time for the performance of that obligation will be extended by a period of time equal to the period of time of the delay so long as the Licensee
- (a) gives notice to the Province within 30 days of the commencement of the delay setting forth the nature of the delay and an estimated time frame for the performance of its obligation; and
 - (b) diligently attempts to remove the delay.
- 11.6 The Licensee agrees with the Province that
- (a) the Province is under no obligation, express or implied, to provide financial assistance or to contribute toward the cost of servicing, creating or developing the Land or the Improvements and the Licensee is solely responsible for all costs and expenses associated with its use of the Land and the Improvements for the purposes set out in this Agreement;
 - (b) nothing in this Agreement constitutes the Licensee as an agent, joint venturer or partner of the Province or the BCTFA or gives its any authority or power to bind the Province or the BCTFA in any way; and
 - (c) any information regarding this Agreement or the Licensee may be disclosed or required to be disclosed under the *Freedom of Information and Protection of Privacy Act*, governmental policy or otherwise.
- 11.7 There are no warranties, representations, collateral agreements or conditions affecting this Agreement except as set out in this Agreement.

ARTICLE 12 - INTERPRETATION

- 12.1 In this Agreement, "person" includes a corporation, firm or association and wherever the singular or masculine form is used in this Agreement it will be construed as the plural or feminine or neuter form, as the case may be, and vice versa where the context or parties require.
- 12.2 The captions and headings contained in this Agreement are for convenience only and do not define or in any way limit the scope or intent of this Agreement.
- 12.3 This Agreement will be interpreted according to the laws of the Province of British Columbia.
- 12.4 Where there is a reference to an enactment of the Province of British Columbia or of Canada in this Agreement, that reference will include a reference to every amendment to it, every regulation made under it and any subsequent enactment of like effect and, unless otherwise indicated, all enactments referred to in this Agreement are enactments of the Province of British Columbia.

- 12.5 If any section of this Agreement, or any part of a section, is found to be illegal or unenforceable, that section or part of a section, as the case may be, will be considered separate and severable and the remainder of this Agreement will not be affected and this Agreement will be enforceable to the fullest extent permitted by law.
- 12.6 Each schedule to this Agreement is an integral part of this Agreement as if set out at length in the body of this Agreement.
- 12.7 This Agreement constitutes the entire agreement between the parties and no understanding or agreement, oral or otherwise, exists between the parties with respect to the subject matter of this Agreement except as expressly set out in this Agreement and this Agreement may not be modified except by subsequent agreement in writing between the parties.
- 12.8 Each party will, upon the request of the other, do or cause to be done all lawful acts necessary for the performance of the provisions of this Agreement.
- 12.9 All provisions of this Agreement in the Province's favour and all of its rights and remedies, either at law or in equity, will survive the termination of this Agreement.
- 12.10 Time is of the essence of this Agreement.

12.11 Wherever this Agreement provides that an action may be taken, a consent or approval must be obtained or a determination must be made then each party will act reasonably in taking such action, deciding whether to provide such consent or approval or making such determination; but where this Agreement states that a party has sole discretion to take an action, provide a consent or approval or make a determination, there will be no requirement to show reasonableness or to act reasonably in taking that action, providing that consent or approval or making that determination.

The parties have executed this Agreement as of the date of reference of this Agreement.

SIGNED on behalf of **HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA** by the minister responsible for the *Transportation Act* or the minister's authorized representative

Minister responsible for the *Transportation Act*
or the minister's authorized representative

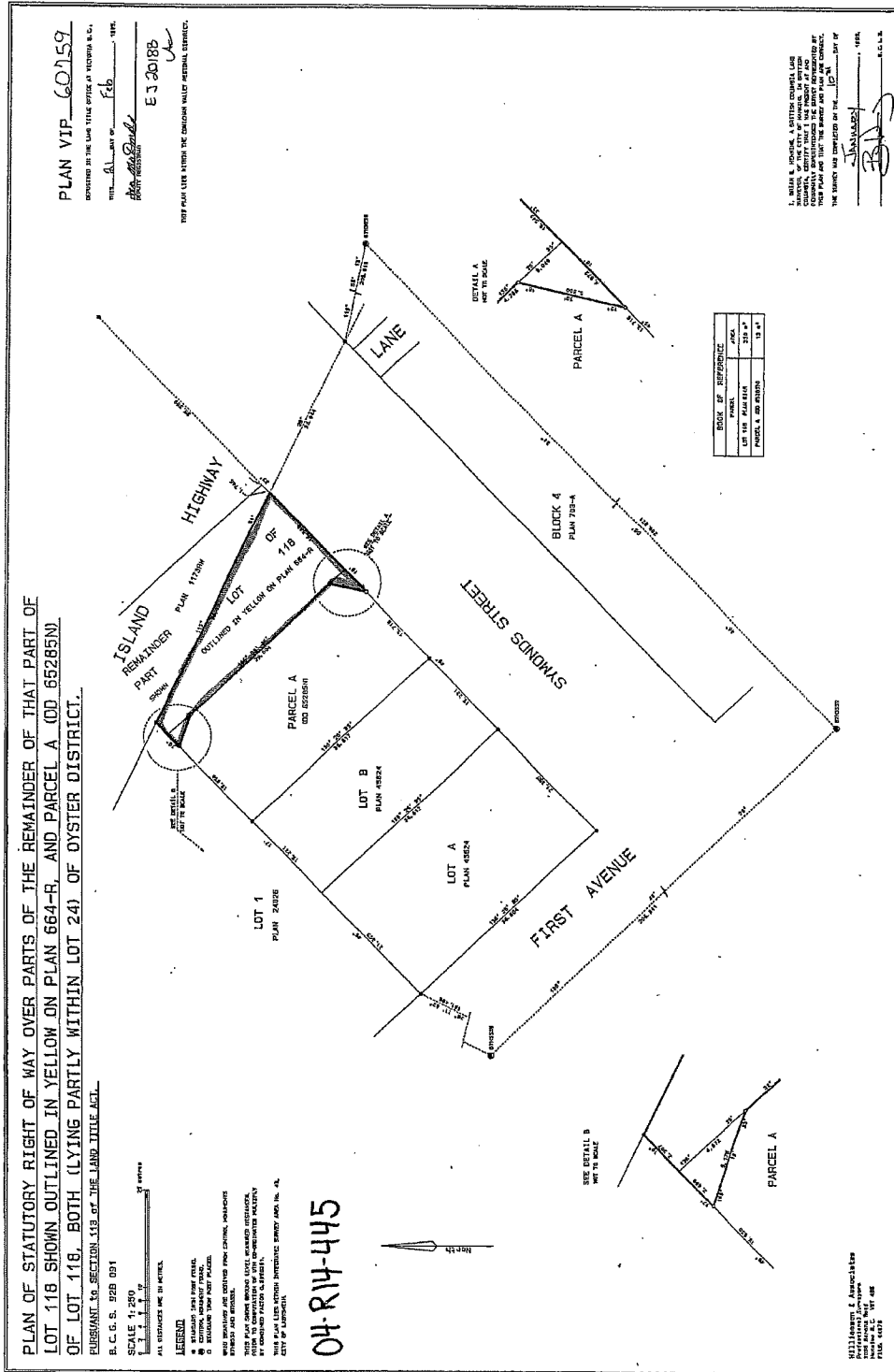
SIGNED on behalf of the **TOWN OF LADYSMITH** by its authorized signatories

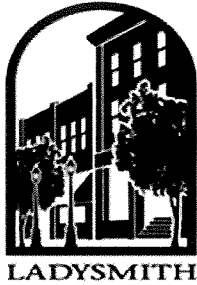
Authorized Signatory

Authorized Signatory

SCHEDULE A

Area of Licence shown outlined in red





Town of Ladysmith
STAFF REPORT

To: Ruth Malli, City Manager
 From: Erin Anderson, Director of Financial Services
 Date: November 27, 2013
 File No:

Re: Dog Licencing Control Bylaw #1842

RECOMMENDATION(S):

It is recommended that Council give first three readings to Dog Licencing Control Bylaw 2013, No. 1842.

PURPOSE:

To amend the dog licence fees.

INTRODUCTION/BACKGROUND:

Animal Control is currently an external service provided for the Town by a contractor. This expense is paid for through the annual dog licence levy.

Council may recall that a Request for Proposals for Animal Control Services was recently issued. One bid was submitted in response, for a greater amount than the Town is currently paying.

Therefore, with an increase in the Animal Control Services fees that the Town will be paying for this service, staff are recommending that the dog licence fee should be increased to offset any further subsidy from taxation.

The current fee for Ladysmith dog owners, if payment is received on or before January 31st, is \$30.00. If a dog is spayed or neutered, the fee is further reduced by \$10 for a total of licence fee of \$20.00. If payment is received on or after February 1st, the current fee is \$40.00, or \$30.00 if the dog is spayed or neutered. The last time the dog licence fee was increased was in 1998, though a proposal to increase rates in 2007 was not approved by Council.

The proposed bylaw on the agenda for Council's consideration, Bylaw 1842, includes an increase of \$5.00 to each of the current categories:

	On or before January 31st		After January 31st	
	Current	Proposed	Current	Proposed
Spayed/Neutered	\$20	\$25	\$30	\$35
Not Spayed/Neutered	\$30	\$35	\$40	\$45

There are currently 1,020 dog licences active in Ladysmith, generating approximately \$24,000 in revenue.

Below is a summary of the neighbouring municipalities' dog licence rates. Please note that the discount effective date ranges from January 31st to February 28th depending on the municipality.

Municipality	Before Discount Date		Remainder of Year	
	Spayed/Neutered	Not Spayed/Neutered	Spayed/Neutered	Not Spayed/Neutered
North Cowichan	\$35	\$35	\$45	\$45
Nanaimo	25	25	30	30
Parksville	20	30	25	35
Qualicum	20	40	25	45
Duncan	16	26	35	50
Ladysmith - Current	20	30	30	40
Average	23	31	32	41
Ladysmith - Proposed	25	35	35	45

SCOPE OF WORK:

The dog licence is valid from January 1 to December 31st each year. If the bylaw to implement the proposed rate increase is given first three readings on December 2 and adopted on December 16th, the new rates will be in effect for 2014.

ALTERNATIVES:

Council could choose to keep the rates as they are or opt for a difference amount or eliminate the fee.

FINANCIAL IMPLICATIONS:

Increasing the rates by five dollars per licence will increase the revenue by approximately \$5,000.

LEGAL IMPLICATIONS:

n/a

CITIZEN/PUBLIC RELATIONS IMPLICATIONS:

If approved, staff will advertise the new rates to the community.

INTERDEPARTMENTAL INVOLVEMENT/IMPLICATIONS:

n/a

RESOURCE IMPLICATIONS:

n/a

ALIGNMENT WITH SUSTAINABILITY VISIONING REPORT:

n/a

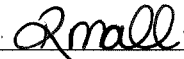
ALIGNMENT WITH STRATEGIC PRIORITIES:

This aligns with Strategy A- Wise Financial Management.

SUMMARY:

It is recommended that Council give first three readings to an amendment to the Animal Control Bylaw that includes a \$5.00 increase to dog licence fees, in order to generate additional revenues to help cover the cost of .

I concur with the recommendation.



Ruth Mall, City Manager

ATTACHMENTS:

None



Town of Ladysmith
STAFF REPORT

To: Ruth Malli, City Manager
From: John Manson, Director of Infrastructure Services
Date: November 4, 2013
File No:

Re: South Ladysmith Industrial Road Realignment

RECOMMENDATION(S):

That Council:

1. Direct staff to make application to the Province for a License of Occupation over that portion of Lot 1, DL's 72&91, Plan 33125 except those portions in Plans 43821 and VIP57994, (currently leased to the CVRD for the Waste Transfer Station) for the purpose of establishing an improved road access into the South Ladysmith industrial lands, either in the form of a Right of Way for public access, or preferably, in the form of a road dedication, and;
2. Direct staff to refer the application to the CVRD and SFN for their comments and consultation, respectively, and;
3. Support the request by Mike Steeves Logging to the Town to construct a new road access using this new alignment to a 'minimal' two lane gravel standard, provided that the vertical and horizontal design of the road be compatible with the future use of this road as a public industrial access road to the standards of the Town, and;
4. Direct staff to work with the Crown and other interested parties in facilitating the eventual closing of Thicke Road that will become redundant upon the creation of the new access road.
5. Consider cost sharing the widening of this road immediately adjacent to Westdowne Road, including the placing of an asphalt apron next to Westdowne Road to facilitate improved visibility at the intersection and reduce gravel spillover onto Westdowne Road, and the 50 meter extension of the recently constructed watermain along Westdowne Road, estimated at approximately \$150,000 as an item for consideration in the 2014 budget deliberations.

PURPOSE:

The purpose of this staff report is to seek direction from Council regarding a request by Mike Steeves Logging Ltd to construct a private 'driveway' between their property, located at the

end of Thicke Road to Westdowne Road using an improved horizontal alignment.

INTRODUCTION/BACKGROUND:

In 2002, the Province undertook a planning and marketing exercise to develop what is now referred to as the South Ladysmith Industrial Park. This area was amalgamated into the Town in October, 2002, and the South Ladysmith Local Area Plan was created at that time.

The plan provides for the following principles:

- The South Ladysmith Plan Area is proposed as a future employment centre for the region, comprising industrial, agricultural, commercial and residential, and recreational land uses;
- Development in the Plan Area will proceed in the context of a natural environment framework, protecting and preserving environmentally sensitive areas and steeply sloping topographic areas;
- Provide an efficient transportation system suited to the varying land use types (urban and rural) and to traffic demands, providing multiple access points and a hierarchy of roads, and integrating the various modes;
- Provide for a range of servicing levels for different land use types and to allow staging of development over time. Flexible servicing options for short and long term requirements are contemplated by this plan;
- An open space system, primarily for environment protection and for complementary recreation use (trails), is to be centered on the Stocking Creek riparian corridor and extended to its' tributary riparian corridors as well as to wetlands, significant vegetation areas and steep slope areas.

The plan also addresses the need for a new collector road system to service the lands, as noted below:

The Peerless Road intersection with the Highway is signalized and has plenty of spare capacity. Three roads currently merge into the intersection area (Thicke, Westdowne, South Watts) as well as one driveway (Peerless Waste Transfer Station). The proposed collector road for the area enters parallel to Thicke Road. The proposed entrance road will improve traffic operations by better aligning the major road with the highway. When traffic volumes increase through future development of the Plan Area, an all-way stop should be considered at the Thicke/ Westdowne intersection. The Westdowne egress access is acceptable for the time being. Once Westdowne Road is connected with South Davis road this egress should be eliminated.

The road network proposed is based on the land uses and associated vehicle traffic being primarily highway oriented. Users will want reasonably direct and efficient access to the highway. The proposed road network recognizes this with two access locations

- the connection of Westdowne Road to Farrell Road at South Davis Road, and at the proposed Peerless Road intersection with the highway. The extension of Thicke Road would serve as the major collector road for the Plan Area, extending into the industrial park and then loop onto Westdowne Road. Off this collector road will be local access and cul-de-sac roads. The location of local access and cul-de-sac roads for the Plan Area is necessarily flexible to acknowledge the larger parcel requirements of the industrial and agricultural uses.

A copy of the Transportation Map from the Plan is included in Appendix "A".

The need for the realignment of Thicke Road to provide for a safe 4 way intersection at Westdowne Road was identified at the outset, and was discussed with Mr Steeves when he purchased his property for a Pole Yard immediately following amalgamation. As part of his negotiations with the Province, Mr. Steeves obtained an easement which provides him with the right to construct a private driveway directly accessing his property along the 'realignment' of Thicke Road. Due to continuing difficulty in negotiating the existing intersection with long logging truck loads, Mr. Steeves wishes to now proceed with the construction of a private driveway, and has approached the Town to seek our interest in either supporting his request, or possibly working with him to implement the road in a manner consistent with the Local Area Plan.

Appendix "B" and "C" show the existing and proposed configurations of Thicke Road as described above.

Staff is in agreement with Mr. Steeves that the existing skewed intersection configuration of Thicke Road and Westdowne Road, together with the TCH access road is sub-standard and not conducive to the movement of his trucks, or other industrial traffic that will be accessing the South Ladysmith Industrial Park in the future. However, we are concerned that the creation of a private driveway (i.e. leaving both road accesses in place adjacent to each other) may create additional confusion, and for that reason, are supporting an alternative plan that would provide for the creation of this new alignment as a public, rather than a private road, such that the existing Thicke Road can be closed. This will require coordination with other properties along Thicke Road, and may allow the closing of the existing road alignment.

The province has suggested that the best way to move forward on this request would be for the Town to initiate a request for a license of occupation on the Crown Lands affected by the proposal, such that the new road would be opened to the public, either by registration of the right of way for public access, or, outright road dedication if this is possible.

While in the normal course of events, this road would be dedicated and constructed as part of the developer's subdivision or development responsibilities, it is possible that this road will not be required for extension purposes for a number of years. To assist Mr Steeves' immediate need for a safer intersection access off Westdowne Road, Council could consider cost sharing the cost of this road by contributing towards the improvement of the intersection area adjacent to Westdowne Road, such that the intersection sight lines, pavement structure, and possibly the watermain be extended in a manner that

upgrades the intersection to an industrial road standard. The remaining section of road would be constructed to a 6-7 meter wide gravel standard (the same standard as Thicke Road), but will be designed to be widened in the future with minimal interruption to the public to a full industrial standard, at the cost of future development. Funding for this work would be considered in the 2014 budget deliberations.

SCOPE OF WORK:

The scope of work consists of the re-alignment of Thicke Road, west of Westdowne Rd to an alignment that is compatible with the existing intersection of Thicke/Westdowne Rds with the TCH Highway access road.

ALTERNATIVES:

Council could permit Mr Steeves to proceed with a private road only at this time. The private driveway would need to be gated, and likely fencing or some other barrier would need to be placed along sections of the driveway to prevent the public using this driveway. While the driveway will improve sightlines and turning movements for Mr Steeves operation, staff are concerned about the additional driver confusion that may result with another access being constructed off Westdowne Road.

FINANCIAL IMPLICATIONS:

The Town may consider cost sharing in the construction of this road as it will provide for the future main access into the South Ladysmith Industrial Park.

LEGAL IMPLICATIONS:

Mr. Steeves has a legal right to construct this private driveway on Crown Lands to facilitate a safer access for his industrial traffic.

CITIZEN/PUBLIC RELATIONS IMPLICATIONS:

The improvement of traffic circulation, particularly industrial traffic, in the vicinity of Westdowne Road and Thicke road will require the eventual closure of Thicke Road. This will require a formal road closure process, and will include the relocation of existing driveways along Thicke Road. Council may wish to conduct an open house of other consultation with the neighbors affected by the proposal.

The Cooperation Protocol between the Town and Stz'uminus First Nations includes the development of the South Ladysmith Crown land (which includes the Industrial Park) as a joint initiative. The MOU anticipates the parties developing a servicing agreement and development plan for this area.

INTERDEPARTMENTAL INVOLVEMENT/IMPLICATIONS:

The Director of Development Services comments that the proposal is consistent with the South Ladysmith Area Plan. Improvements to the road network to enhance the creation of the South Ladysmith Industrial Park supports the Town's economic development objectives and could lead to the earlier development of this industrial park and a new supply of industrial land.

ALIGNMENT WITH SUSTAINABILITY VISIONING REPORT:

This initiative will assist the Town is achieving its "Complete Community Land Use" sustainability goal.

ALIGNMENT WITH STRATEGIC PRIORITIES:

This initiative will assist the Town is achieving its "Enhanced Standard of Infrastructure" Strategic Priority.

SUMMARY:

Steeves Logging Ltd has approached the Town to advise that they intend on proceeding to construct a private driveway to connect his site with Westholme Rd, in a location consistent with the Local Area Plan for South Ladysmith (see Appendix "C"). The Town has safety concerns respecting the possible use of both the private driveway as well as the existing Thicke Road intersection. For this reason, it would be in the Town's interest to close the existing Thicke Road, and use the alignment and road construction proposed by Steeves Logging to open this road for public use. The Town may also wish to consider undertaking additional interim improvements to the road, in the vicinity of Westdowne Road, which will provide for safe future access into the Industrial Park in the future.

I concur with the recommendation.



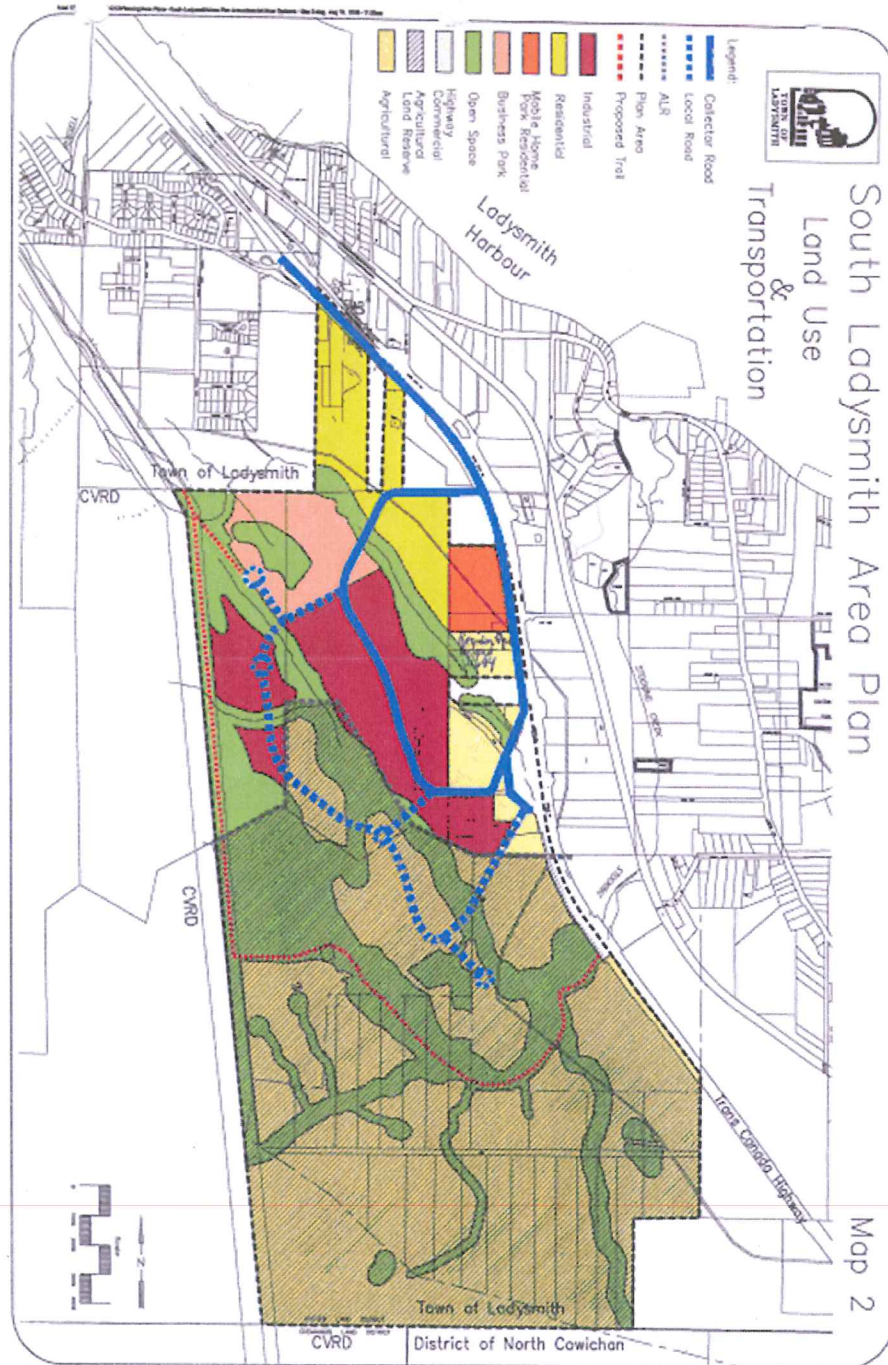
Ruth Malli, City Manager

ATTACHMENTS:

Appendices A to C

Appendix "A"

South Ladysmith Local Area Plan – Roads and Transportation Map



Appendix "B"

Thicke Road – Current Alignment



TOWN OF LADYSMITH

TITLE:

Appendix B Existing
Thicke Rd Configuration

SHEET No: 1

SCALE: N.T.S.

FILE: A04 P183.VAR MAPINFO\LADYSMITH

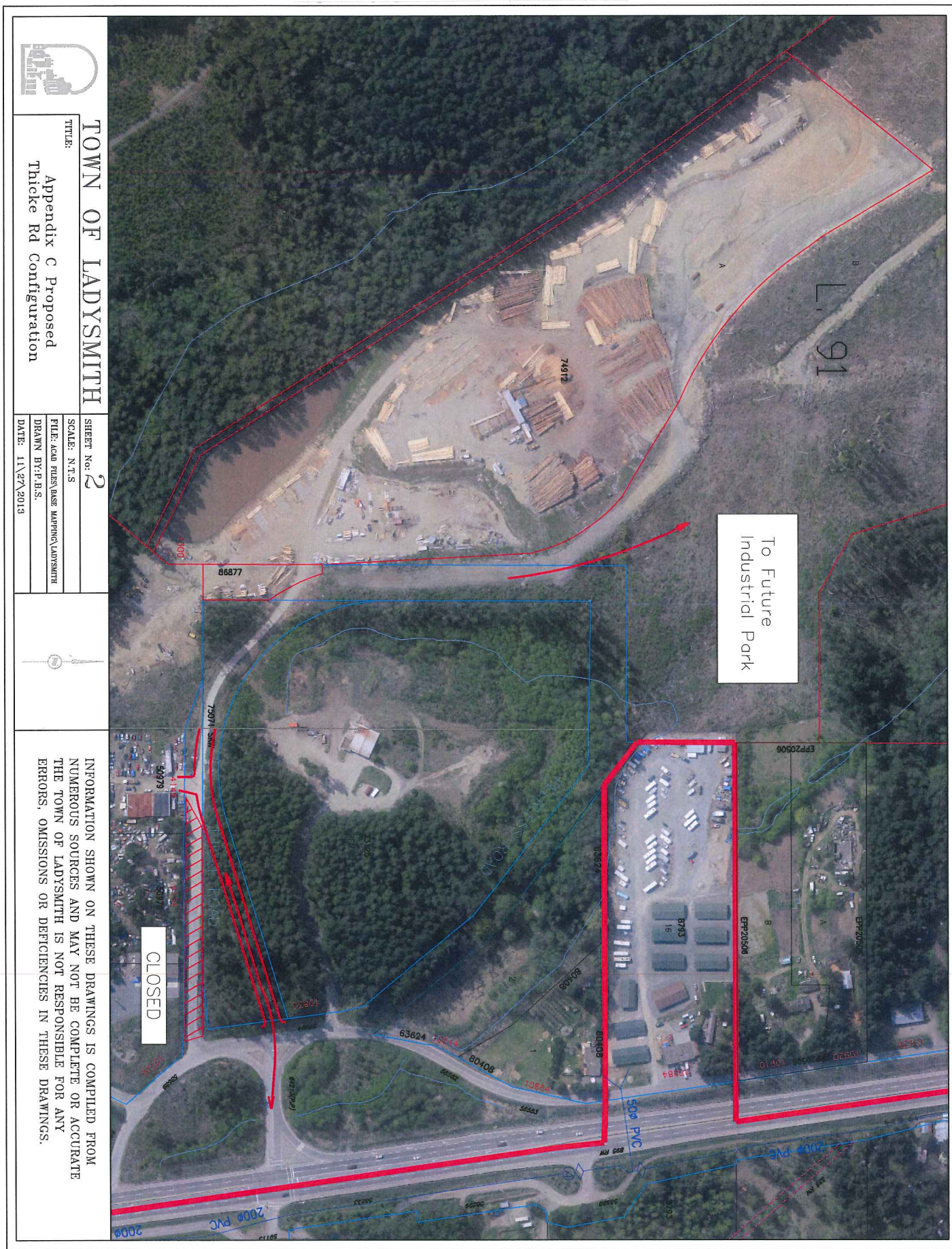
DRAWN BY: P.B.S.

DATE: 11/27/2013

INFORMATION SHOWN ON THESE DRAWINGS IS COMPILED FROM NUMEROUS SOURCES AND MAY NOT BE COMPLETE OR ACCURATE. THE TOWN OF LADYSMITH IS NOT RESPONSIBLE FOR ANY ERRORS, OMISSIONS OR DEFICIENCIES IN THESE DRAWINGS.

Appendix "C"

Thicke Road – Proposed Alignment



TOWN OF LADYSMITH

TITLE:

Appendix C Proposed
Thicke Rd Configuration

SHEET No. of **2**

SCALE: N.T.S.

FILE: 440 FILES BASE MAPING\LADYSMITH

DRAWN BY: P.B.S.

DATE: 11/27/2013

INFORMATION SHOWN ON THESE DRAWINGS IS COMPILED FROM NUMEROUS SOURCES AND MAY NOT BE COMPLETE OR ACCURATE. THE TOWN OF LADYSMITH IS NOT RESPONSIBLE FOR ANY ERRORS, OMISSIONS OR DEFICIENCIES IN THESE DRAWINGS.

TOWN OF LADYSMITH

BYLAW NO. 1841

A Bylaw to Provide for the Borrowing of Money in Anticipation of Revenue

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

1. The Council is hereby empowered and authorized to borrow upon the credit of the Town of Ladysmith from a financial institution, the sum of up to \$4,000,000.00 (four million dollars).
2. The form of obligation to be given as acknowledgement of the liability shall be a promissory note or notes bearing the corporate seal and signed by the authorized Signing Officers.
3. When collected, revenue from property taxes must be used to repay money borrowed under this bylaw.
4. **CITATION**

This bylaw may be cited for all purposes as "Town of Ladysmith Revenue Anticipation Borrowing Bylaw 2013, No. 1841".

READ A FIRST TIME on the day of
READ A SECOND TIME on the day of
READ A THIRD TIME on the day of
ADOPTED on the day of

Mayor
(R. Hutchins)

Director of Corporate Services
(S. Bowden)

TOWN OF LADYSMITH

BYLAW NO. 1842

A bylaw to amend "Dog Licensing, Control and Pound Bylaw 1995, No. 1155".

WHEREAS the *Community Charter* empowers a Local Government to regulate, prohibit and impose requirements in relation to animals;

AND WHEREAS the Town of Ladysmith has adopted and wishes to amend the "Town of Ladysmith Dog Licensing, Control and Pound Bylaw, 1995 No. 1155";

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

- (1) Section 4(a) of Bylaw No. 1155 as amended is hereby repealed and the following substituted therefore:

"4(a) for every dog over the age of six (6) months, whether male or female:

From January 1st to January 31st - \$35.00

From February 1st to December 31st - \$45.00

- (2) This bylaw becomes effective on January 1st, 2014
- (3) This bylaw may be cited for all purposes as "Dog Licensing, Control and Pound Bylaw 1995, No. 1155, Amendment Bylaw 2013, No. 1842".

READ A FIRST TIME on the day of

READ A SECOND TIME on the day of

READ A THIRD TIME on the day of

ADOPTED on the day of

Mayor (R. Hutchins)

Corporate Officer (S. Bowden)



175 Ingram Street
Duncan, BC V9L 1N8
www.cvr.bc.ca

Office: 250.746.2500
Fax: 250.746.2513
Toll Free: 1.800.665.3955

November 20, 2013

Mayor Hutchins and Council
Town of Ladysmith
410 Esplanade, PO Box 220
Ladysmith, B.C.
V9G 1A2

Re: Appointment to CVRD Transit Service Review

Dear Mayor Hutchins and Council,

As a participant in the Cowichan Valley Regional District's transit service, the Town of Ladysmith is advised that one of the other participants in the service has initiated a formal service review under Section 813.04 of the *Local Government Act*. The Act allows any participant to initiate a service review by giving written notice if they consider the terms and conditions of participation in the service to be unsatisfactory. Electoral Area E – Cowichan Station/Sahtlam/Glenora Director Loren Duncan has initiated a service review of the Transit service through written notice dated October 8, 2013 (copy attached).

Once a service review has been initiated, the CVRD must arrange a preliminary meeting of party representatives within 120 days of receiving the written notice (by February 5, 2014). It is expected that the preliminary meeting will be held on a date arranged in January. The purpose of the preliminary meeting is to a) review the terms and conditions of the service; and b) establish a negotiation process for addressing the issues raised in the October 8th letter from Director Duncan, and any other issues raised by a party during the meeting, with a view to reaching an agreement on the negotiation process and the issues to be addressed in the negotiations.

The Act sets out who the parties to the service review will be. In the case of participating municipalities, the representative is either a council member appointed by Council, or if no appointment is made, the Mayor. Therefore, Council is requested to appoint a representative to the CVRD Transit Service Review.

Following the preliminary meeting, the parties must begin negotiations for the purpose of reaching agreement on the relevant issues. All parties must negotiate in good faith, making reasonable efforts to reach an agreement respecting the issues being addressed in the service review.

Sincerely,

J.E. Barry,
Corporate Secretary

October 8, 2013

Loren Duncan, Director Area "E"
Cowichan Valley Regional District
175 Ingram Street, Duncan, B.C.
V9L 1N8

Honourable Minister, Coralee Oakes
Community, Sport and Cultural Development
Po Box 9056, Stn Prov Govt
Victoria B.C., V8W 9E2

Dear Honourable Minister Oakes,

This letter is a request for a service review under Section 813 of the LGA, specific to Cowichan Valley Regional District Transit Function 107.

The Service Review is specific to the financial terms on which Electoral Area "E", Cowichan Station-Sahtlam-Glenora participates in Function 107. The financial costs are blatantly unfair to Area "E" from several perspectives and overviews, and furthermore are completely disconnected from the level of transit service delivered in Area "E", and are generally and fundamentally unfair and punitive to the residents and property taxpayers of Cowichan Station-Sahtlam-Glenora.

Attached is a spreadsheet titled "*Transit Function 107 - Conventional & handyDart. Comparison of Current and 8 Alternate Funding Allocation Models with Current CVRD Transit Partners*". A review of the spread sheet will substantiate the grievance of Area "E" with the funding formula and financials of present participation in the CVRD Transit function.

Repeated efforts to bring some semblance of fairness to the participation in the Transit Function have met stiff resistance from those participants who are "winning" relative to those who are "losing"; particularly municipal partners who significantly financially benefit at the expense of others. To be clear, there are financial, "winners" and "losers", as well as service delivery "winners" and "losers" while Area "E" is a significant "loser" on both accounts.

However this section 813 Service Review request is specific to the financial considerations. Just over five years ago, Area "E" was enticed into participation within Transit Function 107 under false pretences; the most serious judgmental error the Director has made in 14 years, and one for which I have published apologies to the electorate in the local press. But, and unfortunately, a Transit Function is not one which service withdrawal is permitted under regulations.

Electoral Area "E" will need the Minister and Ministry staff to shepherd this Service Review process forward so that some semblance of fairness in the financial terms of ongoing Transit participation may be gained for the property tax payers of Area "E", CVRD.

A handwritten signature in cursive script that reads "Loren Duncan". The signature is written in black ink and is positioned above the printed name and title.

Loren Duncan, Director Area "E"
Cowichan Station-Sahtlam-Glenora

Cc: CVRD Board
Cc: Transit Function 107 participants
Cc: B.C. Transit

Transit Function 107 - Conventional & handyDART
 Comparison of Current and 8 Alternate Funding Allocation Models with Current CVRD Transit Partners

2012 CVRD Tax Requisition: \$1,576,745

Transit Partner	Model 1: Current Formula (40% pop, 46% hrs, 14% km's)				Model 2: RDN Formula (40% pop, 46% hrs, 14% km's)				Model 3: Modified RDN Formula (33% pop, 33% hrs, 33% km's)				Model 4: Initial CVRD Formula (33% pop, 33% hrs, 33% assessment)				Model 5: 50% Hrs & 50% km's			
	Current Funding Allocation / \$100,000	Cost Under Current Model / \$100,000	% Difference from Current	Cost Under New Model / \$100,000	New Funding Allocation	% Difference from Current	Cost Under New Model / \$100,000	Cost Difference / \$100,000	New Funding Allocation	% Difference from Current	Cost Under New Model / \$100,000	Cost Difference / \$100,000	New Funding Allocation	% Difference from Current	Cost Under New Model / \$100,000	Cost Difference / \$100,000	New Funding Allocation	% Difference from Current	Cost Under New Model / \$100,000	Cost Difference / \$100,000
North Cowichan	31.95%	\$9.35	4.01%	\$10.67	34.93%	2.98%	\$10.36	\$1.01	38.74%	6.79%	\$11.49	\$2.14	29.80%	-2.15%	\$8.84	-\$0.51	13.46%	5.27%	\$26.35	\$10.71
City of Duncan	8.19%	\$15.63	3.95%	\$23.76	11.54%	3.35%	\$22.60	\$6.97	10.14%	1.95%	\$19.84	-\$4.21	13.46%	5.27%	\$26.35	\$10.71	4.84%	-1.15%	\$18.02	-\$4.04
Lake Cowichan	5.99%	\$22.06	-0.92%	\$18.86	4.78%	-1.23%	\$17.79	-\$4.27	4.57%	-0.42%	\$17.00	-\$5.06	4.84%	-1.15%	\$18.02	-\$4.04	5.32%	-2.65%	\$8.34	-\$4.15
Area A	7.97%	\$12.49	-1.58%	\$10.02	5.84%	-2.13%	\$9.17	-\$3.32	7.12%	-0.85%	\$11.17	-\$1.32	5.32%	-2.65%	\$8.34	-\$4.15	6.49%	-5.23%	\$5.92	-\$2.39
Area B	11.72%	\$10.63	-3.00%	\$7.95	8.58%	-3.14%	\$7.82	-\$2.81	10.60%	-1.12%	\$9.66	-\$0.97	6.49%	-5.23%	\$5.92	-\$2.39	6.91%	-1.56%	\$10.76	-\$2.39
Area C	8.47%	\$13.15	-1.38%	\$11.03	7.12%	-1.35%	\$11.07	-\$2.12	7.36%	-1.11%	\$11.45	-\$1.70	6.91%	-1.56%	\$10.76	-\$2.39	7.41%	1.11%	\$18.77	\$2.84
Area D	6.30%	\$15.93	-0.02%	\$15.91	6.49%	0.19%	\$16.44	\$0.51	5.60%	-0.70%	\$14.18	-\$1.75	7.41%	1.11%	\$18.77	\$2.84	4.99%	-2.18%	\$11.15	-\$4.61
Area E	7.17%	\$15.56	2.95%	\$21.10	5.84%	-1.33%	\$11.93	-\$4.03	5.60%	-1.05%	\$12.30	-\$3.65	4.99%	-2.18%	\$11.15	-\$4.61	15.31%	8.93%	\$38.73	\$22.59
Area F	6.38%	\$16.14	2.71%	\$22.99	11.06%	4.68%	\$27.98	\$11.84	6.41%	0.03%	\$16.22	-\$0.08	15.31%	8.93%	\$38.73	\$22.59	5.47%	-0.39%	\$14.04	-\$0.98
Area I	5.86%	\$15.02	-2.01%	\$9.89	4.22%	-1.64%	\$10.84	-\$4.18	3.86%	-2.00%	\$9.75	-\$5.27	5.47%	-0.39%	\$14.04	-\$0.98	100%	-	-	-
Total	100%	-	-	-	100%	-	-	-	100%	-	-	-	100%	-	-	-	100%	-	-	-

Transit Partner	Model 6: 50% Hrs & 50% Assessment				Model 7: 100% Assessment				Model 8: RDN Formula with Zones (40% pop, 46% hrs, 14% km's)				Model 9: Service Hrs Per Capita			
	New Funding Allocation	% Difference from Current	Cost Under New Model / \$100,000	Cost Difference / \$100,000	New Funding Allocation	% Difference from Current	Cost Under New Model / \$100,000	Cost Difference / \$100,000	New Funding Allocation	% Difference from Current	Cost Under New Model / \$100,000	Cost Difference / \$100,000	New Funding Allocation	% Difference from Current	Cost Under New Model / \$100,000	Cost Difference / \$100,000
North Cowichan	35.52%	3.57%	\$10.54	\$1.19	41.94%	9.39%	\$12.26	\$2.91	24.05%	-7.90%	\$12.39	\$3.04	4.06%	-27.89%	\$1.21	-\$8.14
City of Duncan	11.34%	3.15%	\$22.21	\$6.59	6.26%	-1.93%	\$12.26	-\$3.37	24.05%	15.86%	\$12.39	-\$3.24	13.12%	4.93%	\$25.69	\$10.06
Lake Cowichan	4.52%	-1.47%	\$16.83	-\$5.23	3.30%	-2.69%	\$12.26	-\$9.80	6.00%	0.01%	\$17.09	-\$4.97	7.62%	1.63%	\$28.35	\$6.30
Area A	7.24%	-0.73%	\$11.96	-\$1.13	7.81%	-0.16%	\$12.26	-\$0.23	6.78%	-1.19%	\$10.53	-\$1.96	5.97%	-2.00%	\$9.36	-\$3.11
Area B	11.72%	-2.20%	\$8.69	-\$1.94	13.45%	1.73%	\$12.26	-\$1.63	6.78%	-4.94%	\$10.53	-\$0.10	2.72%	-9.00%	\$2.48	-\$8.15
Area C	7.28%	-1.19%	\$11.33	-\$1.82	7.88%	-0.59%	\$12.26	-\$0.86	6.78%	-1.69%	\$10.53	-\$2.62	5.49%	-2.98%	\$8.54	-\$4.61
Area D	6.07%	-0.23%	\$15.38	\$0.55	4.84%	-1.46%	\$12.26	-\$3.67	6.78%	0.48%	\$10.53	-\$5.40	9.68%	3.38%	\$24.59	\$8.60
Area E	7.17%	1.97%	\$17.10	\$5.54	5.49%	0.83%	\$12.26	-\$3.70	6.78%	0.29%	\$10.53	-\$4.23	11.1%	2.06%	\$11.42	-\$4.55
Area F	8.33%	1.95%	\$21.07	\$4.93	4.85%	-1.53%	\$12.26	-\$3.88	6.00%	-0.38%	\$17.09	\$0.95	28.22%	21.84%	\$71.41	\$55.27
Area I	4.92%	-0.94%	\$12.64	-\$2.38	4.78%	-1.08%	\$12.26	-\$2.76	5.00%	0.14%	\$17.09	-\$2.07	17.95%	12.13%	\$46.19	\$31.17
Total	100%	-	-	-	100%	-	-	-	100%	-	-	-	100%	-	-	-

NOV 18TH / 2013

TO MAJOR ROB HUTCHINS

I AM WRITING THIS LETTER TO EXPLAIN WHY IT IS SO IMPORTANT TO ME AND MY CHILDREN THAT ÉCOLE DAVIS ROAD SCHOOL STAY OPEN. THE SCHOOL AND MEMBERS WHICH INCLUDE TEACHERS, HELPERS, PARENTS, AND CHILDREN ARE VERY MUCH THE FEEL AS A FAMILY. EVERYONE IS VERY UNITED WHICH I THINK IS UNIQUE. I HAVE SPOKEN WITH DIFFERENT TEACHERS AND STAFF OVER THE YEARS AT ÉCOLE DAVIS ROAD AND ALL HAVE EXPLAINED THE SAME THING TO ME! THAT THIS FAMILY FEEL AND SUPPORT DOESN'T HAPPEN EVERY DAY!

I WILL NOT STAY IN DISTRICT 68 IF THIS SUPER SCHOOL GOES THROUGH BECAUSE I DO NOT SUPPORT PUTTING THE YOUNGER CHILDREN IN UP AT THE HIGH SCHOOL, WHICH I FEEL I DON'T

EVEN HAVE TO EXPLAIN WHY ON THAT
ISSUE! ALSO I HAVE CONCERNS OF THE
SAFETY AROUND THE STRUCTURE OF
THE BUILDING ON 4TH WHICH OF NOW
WOULD BE THE INTERMEDIATE SCHOOL.

IT'S SAD TO THINK THAT SUCH A GROWING
SCHOOL NOT ONLY IN NUMBERS BUT
ACADEMICS WOULD EVEN BE AN CONTENDER
IN CLOSING!

PLEASE HELP US IN DOING THE RIGHT
THING AND KEEPING DAVIS ROAD OPEN.

YOUR TRULY
STACY MILLER-MARSTON

NOV 18TH/2013

TO TOWN COUNCIL

I AM WRITING THIS LETTER TO EXPLAIN WHY IT IS SO IMPORTANT TO ME AND MY CHILDREN THAT ÉCOLE DAVIS ROAD SCHOOL STAY OPEN. THE SCHOOL AND MEMBERS WHICH INCLUDE TEACHERS, HELPERS, PARENTS, AND CHILDREN ARE ARE VERY MUCH THE FEEL AS A FAMILY. EVERYONE IS VERY UNITED WHICH I THINK IS UNIQUE. I HAVE SPOKEN WITH DIFFERENT TEACHERS AND STAFF OVER THE YEARS AT ÉCOLE DAVIS ROAD AND ALL HAVE EXPLAINED THE SAME THING TO ME! THAT THIS FAMILY FEEL AND SUPPORT DOESN'T HAPPEN EVERYDAY!

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CONTENDER IN CLOSING! PLEASE HELP
US IN DOING THE RIGHT THING AND
KEEPING DAVIS ROAD OPEN.

YOURS TRULY
STACY MILLER - MARSTON

November 26, 2013

Brian Thom
299 Dogwood Drive
Ladysmith, BC V9G 1T3

Ladysmith Town Council
410 Esplanade, PO Box 220
Ladysmith, BC V9G 1A2

Dear Town Council:

This Town Council has heard clearly from the Ladysmith community about taking a stand on the future of education facilities, and the changes proposed in SD68's 10 Year Plan.

Between the petition recently submitted to council, testimony given at council meetings, publications in the newspapers, consultation meetings council members have attended as observers, Council is well informed that the Ladysmith portion of SD68's 10-Year Plan is unacceptable.

Specifically, council has heard that the closure of EDR is unacceptable, putting elementary kids in the high school is unacceptable, having families drive 40km a day to North Oyster and back is unacceptable, and empty promises about new schools is unacceptable. Indeed, many of these violate the new Sustainability Action Plan this council has supported (can you imagine parents driving 40km a day to take hundreds of kids out of Ladysmith to attend North Oyster!?), and is a dramatic break from the visioning exercises council has engaged the community with in recent years (including the value of having a school in the south end to support the growing community there).

Given this, you as our civic leaders have a responsibility to declare the "options" presented by the Ladysmith Working Group as fundamentally unworkable. The Town must reiterate their support for a 2 K-7 elementary school model for Ladysmith, and undertake serious negotiations with SD79 to join that district.

There is no way that the crisis SD68 has manufactured for Ladysmith -- "LSS is under-capacity so we must devastate elementary education in your region" -- should be used to carry out their reckless plan to enable SD68 to make good on rebuilding NDSS.

This must stop here, and our leadership in the Town of Ladysmith are in the unique position of being able to do it.

This is a call to action.



Brian Thom

LADYSMITH CHAMBER OF COMMERCE

P.O. Box 598
411B First Avenue,
Ladysmith, B.C. V9G 1A4

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E info@ladysmithcofc.com
www.ladysmithcofc.com

Town of Ladysmith
Box 220, 410 Esplanade
Ladysmith, BC V9G 1A2

November 15, 2013

Attention: Mayor Rob Hutchins
Ladysmith Town Council
Ruth Malli – City Manager
Sandy Bowden - Director of Corporate Services



Ladies & Gentlemen,

The Board of Directors for the Ladysmith Chamber of Commerce, would like to thank you, once again, for the opportunity to enter into a funding agreement for the fiscal year January 1, 2014 to December 31, 2014.

During the past year, the Chamber has been working diligently offering support and services to our Local businesses in various capacities. We began the development of a Business Information Centre with a partnership with the MBA program at Vancouver Island University (VIU). Although not complete, it has been created for Ladysmith Local Businesses and the needs of our business community at large. During the past year we have held monthly general membership meetings and have heard from many key business community members. Two of our directors sat on the Signage Committee, headed up by Councillor Gord Horth. We look forward to seeing the plan adopted by Council and implemented as soon as possible.

For the first six months of this past year we ran the Chamber and Visitor's Information Centre with only two staff until our new Manager, Mark Drysdale came on board. He currently is employed to work 28 hours per week. This past month the Board met for half a day to establish a clear vision and priorities for the Chamber. We now have a live document to which we will be reconvening in January to set additional timelines and accountabilities.

It is the goal of the board in the coming months to do an evaluation of what we do best for the businesses in Ladysmith. Our work is not complete, by any means, however, having said this, we know we are a much needed resource in Ladysmith and we value our partnership with the Town of Ladysmith.

We would be remiss, however, if we didn't speak to the truth about the Chamber and Visitor Centre's financial picture. Since 2009, the expenses for the Chamber have increased

20.7% and the Chamber has had to raise 28.5% more revenue since 2009 to balance the budget. In the past four years, our rent alone has increased 10%. We are being asked to do more things for the same amount of money. Resources and support from our businesses and members has been shrinking and we are in need of much more financial support. We are in need of a better facility that has a bigger space, meeting space, one that can accommodate recreational vehicles to stop by, tour bus parking and so many other amenities to help keep the Visitor Information Centre and the Chamber of Commerce together. We can't do this alone and we are looking to you as a partner to consider us as you plan your next budget and the contract for 2015. We will be happy to provide you with further information and support as we begin our negotiations for next year.

Thank you for the opportunity to vet our concerns as well as express our sincere gratitude. We look forward to another successful year for the Town and the Chamber/Visitor Centre. Our partnership is valued greatly.

Respectfully Submitted,

A handwritten signature in cursive script that reads "Rhonda Shirley". The signature is written in dark ink and is positioned above the typed name and title.

Rhonda Shirley
Acting President
Board of Directors
Ladysmith Chamber of Commerce
Ladysmith Visitor's Centre