

**AGENDA**  
**PUBLIC HEARING AND REGULAR COUNCIL MEETING**  
**MONDAY, JANUARY 21, 2019**  
**LADYSMITH EAGLES HALL**  
**921 1<sup>ST</sup> AVENUE, LADYSMITH**  
**7:00 P.M.**

**CALL TO ORDER**

**1. AGENDA APPROVAL**

**2. MINUTES**

2.1. Minutes of the Special Meeting of Council held January 10, 2019 ..... 1 - 2

**3. PUBLIC HEARING AND SPECIAL MEETING**

**Outline of Public Hearing Process – Mayor Stone**

3.1. Official Community Plan Amendment and Zoning Bylaw Amendment  
Bylaws 1982 and 1983  
Subject Property: 314 Buller Street  
(Lot A, DD B92367, of Block 76, District Lot 56, Oyster District, Plan 703A).....3 - 13

3.1.1. Introduction of Bylaws and Statutory Requirements – Director of  
Development Services

3.1.2. Presentation by the Applicant

3.1.3. Submissions

3.1.4. Call for Submissions to Council (Three Times) – Mayor Stone

3.1.5. Declaration that the Public Hearing for Bylaws 1982 and 1983 is  
Closed – Mayor Stone



#### **4. BYLAWS (SUBJECT OF THE PUBLIC HEARING)**

- 4.1. Official Community Plan Bylaw 2003, No. 1488, Amendment Bylaw (No. 55) 2018, No. 1982; and  
Town of Ladysmith Zoning Bylaw 2014, No. 1860, Amendment Bylaw (No. 21) 2018, No. 1983  
Subject Property: 314 Buller Street  
(Lot A, DD B92367, of Block 76, District Lot 56, Oyster District, Plan 703A).... 14 - 31**

Staff Recommendation:

That subject to consideration of input from the public hearing held earlier on tonight's agenda, that Council:

1. Proceed with third reading of Bylaw 1982 cited as "Official Community Plan Bylaw 2003, No. 1488, Amendment Bylaw (No.55) 2018, No. 1982".
2. Proceed with third reading of Bylaw 1983 cited as "Town of Ladysmith Zoning Bylaw 2014, No. 1860, Amendment Bylaw (No. 21) 2018, No. 1983".
3. Direct staff to refer Bylaw 1983 to the Ministry of Transportation and Infrastructure pursuant to the Transportation Act.

#### **5. DEVELOPMENT APPLICATIONS - None**

#### **6. BYLAWS (OFFICIAL COMMUNITY PLAN AND ZONING)**

- 6.1. Official Community Plan Bylaw 2003, No. 1488, Amendment Bylaw (No. 52) 2018, No. 1954  
Subject Property: Lot B, District Lot 97, Oyster District, Plan VIP56663,  
Except part in plan VIP89355 (1240 Fourth Avenue)..... 32 - 36**

Staff Recommendation:

That Council adopt "Official Community Plan Bylaw 2003, No. 1488, Amendment Bylaw (No. 52) 2018, No. 1954".

- 6.2. Town of Ladysmith Zoning Bylaw 2014, No. 1860, Amendment Bylaw (No. 14) 2018, No. 1955  
Subject Property: Lot B, District Lot 97, Oyster District, Plan VIP56663,  
Except part in plan VIP89355 (1240 Fourth Avenue)..... 37 - 38**

Staff Recommendation:

That Council adopt "Town of Ladysmith Zoning Bylaw 2014, No. 1860, Amendment Bylaw (No. 14) 2018, No. 1955".

#### **7. DELEGATIONS - None**

## 8. PROCLAMATIONS

### 8.1. BC Aware Days ..... 39

Mayor Stone has declared January 28 - February 5, 2019 as BC Aware Days in the Town of Ladysmith.

## 9. REPORTS

### 9.1. Infrastructure Grant Approval for First Phase of the Arts & Heritage Hub Concept Plan, Waterfront Area Plan ..... 40 - 95

Staff Recommendation:

That Council:

1. Direct staff to submit an application for grant funding for the Arts & Heritage Hub Concept Plan Phase I through the *Investing in Canada Infrastructure Program—Community, Culture and Recreation Program*; and
2. Support the project and commit to its share (\$430,500) of the project, with the funds to come from reserves.

### 9.2. Downtown Public Washroom ..... 96 - 106

Staff Recommendation:

That Council:

1. Advise Ladysmith Kinsmen Club of a grant opportunity and the intention of the Town to submit an application for funding for the remainder of the downtown public washroom project, and request that the Club continue to work as a partner in the development of the downtown washrooms; and
2. Direct staff to submit application to the Canada – British Columbia Investing in Infrastructure Program (Community, Culture and Recreation) for the downtown washroom project, with a budget of \$150,000.00; and
3. Direct staff to include in the 2020-2024 Financial Plan \$26,000.00 for servicing and maintenance of the downtown washrooms.

### 9.3. Ladysmith Golf Club Society Financial Support Request ..... 107 - 117

Staff Recommendation:

That Council direct staff to renew the maintenance agreement between the Town of Ladysmith and the Ladysmith Golf Club Society for two years, in order to provide cutting of the rough area and irrigation maintenance of the course, as well marketing and promotional support.

### 9.4. Letter of Support for Coast Salish Development Corporation Grant Application ..... 118 - 130

Staff Recommendation:

That Council provide a letter of support to the Coast Salish Development Corporation’s application for environmental remediation of a portion of the Ladysmith Harbour to the Rural and Northern Communities fund, as outlined in the Golder and Associates report dated December 17, 2018.

**10. BYLAWS**

- 10.1. Town of Ladysmith Inter-Community Business Licence 2013, No. 1839, Amendment Bylaw 2019, No. 1991..... 131 - 147**

The purpose of Bylaw 1991 is to establish a Vancouver Island-wide Inter-Community Business Licence.

Staff Recommendation:

That Council give first, second and third readings to “Town of Ladysmith Inter-Community Business Licence 2013, No. 1839, Amendment Bylaw 2019, No. 1991”.

**11. CORRESPONDENCE**

- 11.1. The Honourable François-Philippe Champagne, P.C., M.P., Minister of Infrastructure and Communities  
Recommendation to Submit the Ladysmith Waterfront Area Plan to the Provincial Ministry of Community Affairs and Housing..... 148 - 149**

Staff Recommendation:

That Council receive for information the correspondence dated December 14, 2018 from the Honourable François-Philippe Champagne, Minister of Infrastructure and Communities, regarding funding consideration for the Ladysmith Waterfront Area Plan and direct staff to continue discussions with the Province of British Columbia.

**12. NEW BUSINESS**

- 12.1. 2019 Conference Attendance..... 150 - 165**

**12.1.1 Attendance at 2019 Convention, Association of Vancouver Island and Coastal Communities; Potential Resolution and/or Nomination Submission**

Town of Ladysmith policy permits the Mayor and up to four Councillors to attend the Association of Vancouver Island and Coastal Communities annual convention.

Staff Recommendation:

That Council:

1. Determine which members will attend the Association of Vancouver Island and Coastal Communities annual convention from April 11 to 13, 2019 in Powell River;
2. Determine whether it wishes to submit a resolution to the Association of Vancouver Island and Coastal Communities ;  
and
3. Determine whether it wishes to nominate any members of Council to run for Executive Positions with the Association of Vancouver Island and Coastal Communities.

**12.1.2 Mayor attendance at the Federation of Canadian Municipalities 2019 Convention in Quebec City, at an estimated cost of \$4,000.**

In accordance with Travel Expenses Policy 5-1790-B, a Council member must receive Council authorization to attend conferences and workshops other than the Association of Vancouver Island and Coastal Communities and Union of BC Municipalities annual conventions. Mayor Stone requests Council's authorization to attend the Federation of Canadian Municipalities 2019 Convention in Quebec City from May 30 to June 2, 2019 at an estimated cost of \$4,000.

**12.1.3 Union of British Columbia Municipalities Annual Convention**

Town of Ladysmith policy permits the Mayor and up to four Councillors to attend the Union of British Columbia Municipalities annual convention.

Staff Recommendation:

That Council determine which members will attend the Union of British Columbia Municipalities annual convention September 23-27, 2019, in Vancouver.

**13. UNFINISHED BUSINESS - None**

**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.

## **ADJOURNMENT**

**MINUTES OF A SPECIAL MEETING OF COUNCIL  
THURSDAY, JANUARY 10, 2019  
CALL TO ORDER 5:02 P.M.  
COUNCIL CHAMBERS, CITY HALL**

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**COUNCIL MEMBERS PRESENT:**

Mayor Aaron Stone                      Councillor Amanda Jacobson  
Councillor Tricia McKay              Councillor Marsh Stevens  
Councillor Jeff Virtanen              Councillor Duck Paterson

**COUNCIL MEMBERS ABSENT:**

Councillor Robert Johnson

**STAFF PRESENT:**

Guillermo Ferrero                      Felicity Adams  
Erin Anderson                          Geoff Goodall  
Clayton Postings                      Joanna Winter  
Kim Fowler

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**CALL TO ORDER**

Mayor Stone called this Special Meeting of Council to order at 5:02 p.m.

**AGENDA APPROVAL**

**CS 2019-009**

*Moved and seconded:*  
That Council approve the agenda for this Special Meeting of Council for January 10, 2019.  
*Motion carried.*

**MINUTES**

**CS 2019-010**

*Moved and seconded:*  
That Council approve the minutes of the Regular Meeting of Council held January 7, 2019.  
*Motion carried.*

**BUDGET  
WORKSHOP**

**Budget Workshop**  
The Director of Financial Services reviewed the information discussed at the previous budget workshop on January 7, 2019, and outlined the agenda for the current workshop, including higher level service request decisions and an introduction to the 2019 Capital Plan.



**CS 2019-011**

*Moved and seconded:*

That Council direct staff to begin recruitment for a full-time certified Utilities Operator III (water treatment) position to start in June 2019, with the funding to come from water utility.

*Motion carried.*

**CS 2019-012**

*Moved and seconded:*

That Council direct staff to begin recruitment for a full-time Building Inspector/Technician (band 15) position to start in June 2019, with the funding to come from taxation.

*Motion carried.*

OPPOSED: Councillors Jacobson and Virtanen

**RECESS**

This meeting of Council recessed at 6:55 p.m. and resumed at 7:05 p.m.

The Director of Financial Services introduced the 2019 Capital Plan and responded to questions from Council. Deliberations about the capital plan will continue at upcoming budget workshops on January 22 and 24, 2019.

**QUESTION PERIOD**

There were no questions from the public.

**ADJOURNMENT**

**CS 2019-013**

*Moved and seconded:*

That this Special Meeting of Council adjourn at 7:22 p.m.

*Motion carried.*

**CERTIFIED CORRECT:**

\_\_\_\_\_  
Mayor (A. Stone)

\_\_\_\_\_  
Corporate Officer (J. Winter)



TOWN OF LADYSMITH

**BYLAW NO. 1982**

**WHEREAS** pursuant to the *Local Government Act*, the Municipal Council is empowered to amend the Official Community Plan;

**AND WHEREAS** after the close of the Public Hearing and with due regard to the reports received, the Municipal Council considers it advisable to amend "Official Community Plan Bylaw 2003, No. 1488".

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

1. "Official Community Plan Bylaw 2003, No. 1488" is hereby amended as set out in Schedule A attached to this Bylaw.

**Citation**

2. This Bylaw may be cited for all purposes as "Town of Ladysmith Official Community Plan Bylaw 2003, No. 1488, Amendment Bylaw (No. 55) 2018, No. 1982".

**READ A FIRST TIME** on the 19<sup>th</sup> day of November, 2018

**READ A SECOND TIME** on the 19<sup>th</sup> day of November, 2018

**PUBLIC HEARING** held pursuant to the provisions of the *Local Government Act*

on the day of ,

**READ A THIRD TIME** on the day of ,

**ADOPTED** on the day of ,

\_\_\_\_\_  
Mayor (A. Stone)

\_\_\_\_\_  
Corporate Officer (J. Winter)

## Bylaw No. 1982 - Schedule A

1. Schedule "A" – "Town of Ladysmith Community Plan" is amended as follows:
  - (a) Section 3.2.3 'Land Use Planning and Community Design Policies' is amended by adding a new policy:

"27. Rental tenure housing units are encouraged as an affordable housing option in multi-unit developments."
  - (b) Section 3.8.1 "Land Use Designations" is amended by adding a new sentence to the paragraph 'Multi-Family Residential' following the sentence:

"The maximum density allowed in a Multi-Family Residential designation is 60 units per hectare.", as follows:

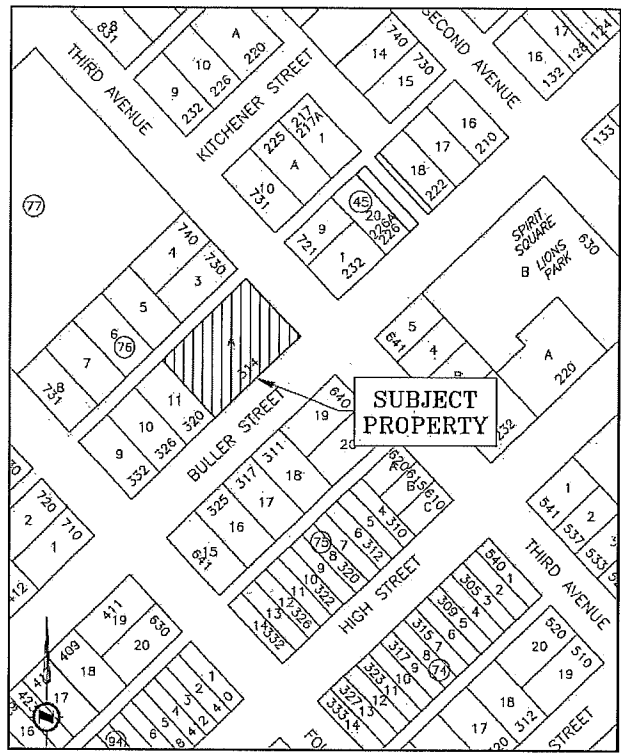
"A density of greater than 60 units per hectare may be achieved through amenity density bonusing through the provision of not-for-profit rental tenure housing in a community housing development where a housing agreement is established with the Town."
  - (c) Table 8 "Density Summary" is amended by adding:
    - (i) A new Note 5:

"5 Bonus density potential greater than 100uph for not-for-profit rental tenure."
    - (ii) Note 1 and 5 to Multi-Family Residential.
2. Official Community Plan "Map 1 – Land Use" is amended as follows:
  - (a) Placing the "Multi-Family Residential" land use designation on the subject property legally described as Lot A, (DD B92367) of Block 76, District Lot 56, Oyster District, Plan 703A (314 Buller Street) as shown on **Schedule I** attached to and forming part of this Bylaw.
3. Official Community Plan "Map 2 – Development Permit Areas" is amended by:
  - (a) Placing the "Multi-Unit Residential Development Permit Area (DPA 4)" on the subject property legally described as Lot A, (DD B92367) of Block 76, District Lot 56, Oyster District, Plan 703A (314 Buller Street) as shown on **Schedule I** attached to and forming part of this Bylaw.
4. Official Community Plan Schedule A.1 "Town of Ladysmith Development Permit Areas" is amended as follows:
  - (a) Adding the following to the list of guidelines in Section (2) *Building Siting & Massing* of DPA 4 Multi-Unit Residential:

"g) Requests for building and structure setback alterations or reductions should be augmented by improvements on adjacent Town land, such as enhanced street frontage improvements and boulevard landscaping designed by a landscape architect."
  - (b) Adding the following to the list of guidelines in Section (11) *Vehicle & Bicycle Parking* of DPA 4 Multi-Unit Residential:

"i) Requests for alterations or reductions of parking requirements should be augmented by improvements on adjacent Town land, such as enhanced street frontage improvements and boulevard landscaping designed by a landscape architect."

Bylaw No. 1982 - Schedule I



**TOWN OF LADYSMITH**

**BYLAW NO. 1983**

A bylaw to amend "Town of Ladysmith Zoning Bylaw 2014, No. 1860"

**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 2014, No. 1860";

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

- (1) Schedule A – Zoning Bylaw Text of “Town of Ladysmith Zoning Bylaw 2014, No. 1860” is hereby amended as follows:
  - (a) Add a definition for “Residential Rental Tenure” following the definition of “Residential” as follows:
 

**“RESIDENTIAL RENTAL TENURE:** means the granting of a right to occupy a *Dwelling Unit* as living accommodation where the minimum occupancy period is thirty consecutive days, and where the *Dwelling Unit* is not owned by a *Dwelling Unit* occupant, but where regular payments are made to the owner for the use of the *Dwelling Unit*.
  - (b) The table in Section 9.1 ‘Creation of Zones’ is amended by adding the following at the end of the Table:
 

“Community Housing Zone CD-5”
  - (c) Part 17: Comprehensive Development Zones is amended by adding a new zone as “17.5 Comprehensive Development 5 – Community Housing Zone (CD-5)” as shown in **Schedule I** which is attached to and forms part of this Bylaw.
- (2) Schedule B - Zoning Bylaw Map of "Town of Ladysmith Zoning Bylaw 2014, No. 1860" is hereby amended as follows:
  - (a) By adding the following comprehensive development zone to the end of the ‘Zoning Designations’ list:
 

“CD-5 Community Housing”
  - (b) By placing “Comprehensive Development 5 – Community Housing Zone (CD-5)” on the subject property legally described as Lot A (DD B92367) of Block 76, District Lot 56, Oyster District, Plan 703A (314 Buller Street) as shown in **Schedule II** which is attached to and forms part of this Bylaw.

**CITATION**

- (3) This bylaw may be cited for all purposes as "Town of Ladysmith Zoning Bylaw 2014, No. 1860, Amendment Bylaw (No.21) 2018, No.1983".

**READ A FIRST TIME** on the 19<sup>th</sup> day of November, 2018

**READ A SECOND TIME** on the 19<sup>th</sup> day of November, 2018

**PUBLIC HEARING** held pursuant to the provisions of the *Local Government Act*

on the \_\_\_\_\_ day of \_\_\_\_\_,

**READ A THIRD TIME** on the \_\_\_\_\_ day of \_\_\_\_\_,

**APPROVED** pursuant to s. 52(3)(a) of the *Transportation Act*.

on the                      day of

**ADOPTED**

on the                      day of

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Mayor (A. Stone)

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Corporate Officer (J. Winter)

**Schedule I – Bylaw 1983**

**17.5 COMPREHENSIVE DEVELOPMENT 5 - COMMUNITY HOUSING ZONE (CD-5)**

The purpose of the CD-5 Community Housing Zone is to accommodate multiple unit rental tenure housing to serve the community's diverse housing needs.

**1. Principal Uses**

- a) *Multiple-Unit Dwellings.*

**2. Accessory Uses**

- a) *Home Based Business*, subject to Part 6, Section 6.8.
- b) *Recreation Activity Space.*
- c) *Assembly.*

**3. Sizing and Dimension of Parcels**

- a) No *Parcel* shall be created which has a *Parcel Area* less than 2,023 square metres.
- b) No *Parcel* shall be created which has a *Frontage* less than 18.28 metres.

**4. Size and Density of the Use of Land, Buildings and Structures**

- a) The minimum *Finished Floor Area* for each different type of *Dwelling Unit* contained in a *Multiple-Unit* building shall be as shown in the Table below:

DWELLING UNIT TYPE	MULTI-UNIT MINIMUM FINISHED FLOOR AREA
<i>Studio Dwelling Unit</i>	32.0 square metres
<i>One Bedroom Dwelling Unit</i>	60.0 square metres
<i>Two Bedroom Dwelling Unit</i>	70.0 square metres
<i>Three Bedroom Dwelling Unit</i>	85.0 square metres

- b) The *Floor Space Ratio* shall not exceed 1.5.
- c) The maximum number of *Dwelling Units* permitted in this *Zone* is 180 units per hectare of *Land*.
- d) No *Building* or *Structures* shall exceed a *Parcel Coverage* of 50.0 percent.
- e) Despite Section 17.5 (4)(d) where all required off-street parking is provided underground, no *Buildings* or *Structures* in this *Zone* shall exceed a maximum *Parcel Coverage* of 60.0 percent.
- f) A *Parcel* may contain more than one *Principal Building*.

**5. Siting, Sizing and Dimension of Uses, Buildings and Structures**

- a) No *Principal Building* or *Structure* shall exceed a *Height* of 12.5 metres.
- b) No *Accessory Building* or *Structure* shall exceed a *Height* of 7.5 metres; except where the roof pitch is less than 4:12, in which case the maximum *Height* shall be 5.0 metres.

- c) No *Principal Buildings or Structures* shall be located closer to the *Parcel Line* than the minimum *Setback* shown in the Table below:

PARCEL LINE	MINIMUM SETBACK
<i>Front Parcel Line</i>	6.0 metres
<i>Interior Side or Exterior Side Parcel Line</i>	4.5 metres
<i>Rear Parcel Line</i>	4.5 metres

- d) No *Accessory Building or Structure*, with a *Finished Floor Area* (m<sup>2</sup>) as shown in the Table below, shall be located closer to the *Parcel Line* than the minimum *Setback* shown in the Table below:

PARCEL LINE	MINIMUM SETBACK ≤ 10.0 M <sup>2</sup>	MINIMUM SETBACK >10.0 M <sup>2</sup>
<i>Front Parcel Line</i>	6.0 metres	6.0 metres
<i>Interior or Exterior Side Parcel Line</i>	1.0 metres	1.5 metres
<i>Rear Parcel Line</i>	1.0 metres	1.5 metres

**6. Landscaping and Screening**

- a) *Landscaping* and screening shall be provided in accordance with Part 7: Landscaping and Screening Regulations.

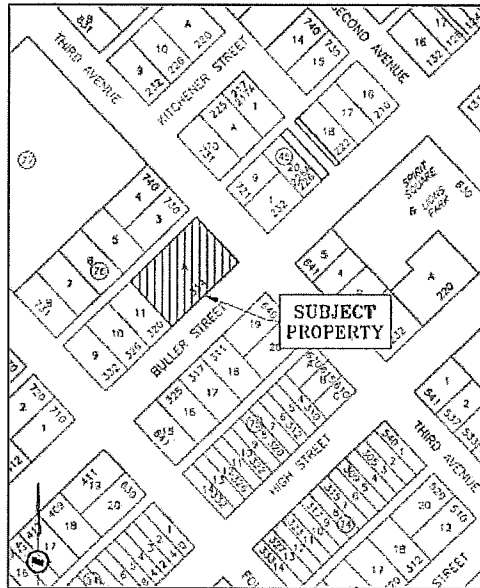
**7. Parking and Loading**

- a) Off-street parking and off-street loading shall be provided in accordance with Part 8: Parking and Loading Regulations.

**8. Form of Tenure**

- a) One hundred percent (100%) of the Dwelling Units in the CD-5 Zone shall be limited to *Residential Rental Tenure*.

Schedule II - Bylaw 1983





To: Mr Ferrero

We wish to draw your attention to some aspects of Bylaws 1982, 1983 and 1984 concerning the subsidized housing project proposed by The Ladysmith Resources Society Association (LRCA) at 314 Buller Street. This is on the agenda for the Council meeting on Monday November 19<sup>th</sup> 2018 as outlined in detail in Section 9.1 (Pages 64 to 117) of the agenda PDF document.

Although a Public Hearing will eventually be held to discuss the proposed building, we think that it prudent to address some possible errors and misconceptions in the three Bylaws under discussion.

We will reference specific pages in the Agenda document to make our comments.

**Page 109** The zoning bylaw amendment for 314 Buller seems to be creating a new zoning of CD-5 Community Housing specifically tailored to this project. This involves “parcel area not less than 2,023 square meters” and “frontage no less than 18.28 meters”.

If the town is anticipating further community housing projects why make the criteria so definitive?

The 314 Buller Street parcel is 2,010 square meters (**Page 65**). If indeed it is made up of three standard 120 x 60 foot lots then this is 2,007 square meters, both less than the Bylaw requires. Obviously this should be checked to make sure that the proposed project does not already fail the proposed Bylaw.

**Page 67** The proposed rezoning from Institutional (P-1) to the new CD-5 (Community Housing) category will allow for a height of 12.5meters. However, the email reply from Mr Stevens (**Page 98**) states that the building height will be 13.4 meters or 44 feet in height while on **Page 66** it is stated to be 12.5 meters. This needs some explanation.

**Page 66** Only 18 off street and 11 street parking spaces are proposed. This is in comparison to the Zoning requirement for 50 parking spaces for a development this nature. The LRCA thinks 29 spots will be adequate for 36 units and a community hall. They assumed that a large proportion of occupants will not have a vehicle. However, lower income working families often need two vehicles per family to peruse employment. Also, the LRCA estimate does not appear to account for visitors or support workers for childcare or the disabled.

### **Possible solutions**

I calculate proposed building coverage as 46.8%. Reduction to a height more compatible with the surrounding residential area could be achieved by allowing a 60% coverage footprint for the building. This would enable a three-storied structure with a similar rental unit capacity and allow for an outward heritage appearance more in keeping with the current Resources Centre and the Library Development on 1<sup>st</sup> Avenue. It should be noted that there are very few rental units on the first floor of the proposed building plan.

The 60% coverage would also be allowed under the Bylaw if underground parking was included and could also increase the number of parking stalls to a more acceptable figure.

Sincerely:

Michael and Patricia Rowell

RECEIVED  
Jan. 8/19

Within Circulation Area

## Written Submission to Public Hearing

Re: Official Community Plan Bylaw Amendment and Zoning Bylaw Amendment Bylaws 1982 and 1983

January 21<sup>st</sup> 2019  
Eagles Hall, 921 First Avenue, Ladysmith, BC

Submitted by:  
Michael and Patricia Rowell,

We wish to draw to the attention of the Public Hearing to some aspects of Bylaws 1982, 1983 and the associated Bylaw 1984; Housing Agreement between the Town of Ladysmith and The Ladysmith Resources Society Association.

We are supportive of the efforts of The Ladysmith Resources Society Association (LRCA) to provide affordable housing in Ladysmith. The housing proposed at 314 Buller Street is targeted for low and medium income families, seniors and persons with developmental disabilities.

However, we have several concerns about this development that were not addressed at the initial information session or at the Council meeting on Monday November 19<sup>th</sup> 2018 when the three new bylaws were approved. We read the information package appended to the agenda for the Council meeting on Monday November 19<sup>th</sup> 2018 and have viewed the online video presentation of that meeting. Prior to that meeting we sent information about our concerns to all members of Council which included Mr Marsh Stevens, former director of LRCA, who is now a Councillor. Although some of our concerns were discussed at that Council meeting, most were not. Our continued concerns are outlined below.

### 1. Height and appearance of the building.

The LRCA project has been granted a number of generous concessions to allow the project to proceed. The new zoning, called CD-5, will allow doubling of the density from 90 to 180 dwelling units/hectare in comparison of a conventional apartment block. The proposed building at 314 Buller will be of 4 stories at a maximum height of 12.5 meters and will be surrounded by housing designated as Old Town Single Family Residential with maximum height of 9.0 meters. Thus, the proposed building will be one of the tallest in Ladysmith and be a visible landmark from the waterfront and Trans Canada Highway.

The Preliminary Concept Rendering of the facade of the building is disappointing, unimaginative and not in keeping with the heritage compatibility found in recent large scale developments in the area. Some have described the building as "Soviet Style" and others as "1970s Social Housing". We hope that both aesthetic and height issues can be addressed following the Public Hearing. This should be a building that all Ladysmith residents can be proud of.

In addition, there is some confusion as to the actual height of the structure. The concession in the CD-5 zoning is to increase the allowable height from 12.0 to 12.5 meters while an email from Mr

Stevens (former LRCA director and now Councillor) to us stated that the height will be 44 feet or 13.4 meters. Has the building design been changed to rectify this discrepancy?

## 2. Inadequate Parking

It is the responsibility of the developer to provide adequate on site parking for residents and visitors. The LRCA plan is for only 18 on-site and 11 on-street additional parking spaces. This is in comparison to the Zoning requirement for 50 on-site parking spaces for a for-profit development this size. The LRCA thinks 29 spots will be adequate for 36 units and the rent-able community hall on the first floor. They assume that a large proportion of occupants will not have a vehicle. However, in Ladysmith where there is no public transportation to the employment hubs of Nanaimo, Duncan and Duke Point, lower income working families will often need two vehicles per family to peruse employment. Also, the LRCA proposition does not appear to account for visitors or support workers for childcare or the disabled.

### **Possible solutions to the above**

We calculate that the proposed building coverage is 46.8% of the land area. Reduction to a height more compatible with the surrounding residential area could be achieved by allowing a 60% coverage footprint for the building. This would enable a three-storied structure with a similar rental unit capacity and allow for an outward heritage appearance more in keeping with the current Resources Centre and the Library Development on 1<sup>st</sup> Avenue. It should be noted that there are very few rental units on the first floor of the proposed building plan. The hall and kitchen on the ground floor are to be used to generate revenue while in the last Council Meeting the words “Soup Kitchen” were first mentioned.

The 60% coverage would also be allowed under current Bylaws if underground parking was included and could also increase the number of parking stalls to a more acceptable figure.

## 3. Demolition and building in compliance with WorkSafe BC guidelines.

The development will require the demolition of two old buildings at 314 Buller Street, the St. John’s Anglican Church which is over 120 years old and the Church Hall which dates to the late 1940s. We would like an assurance that the developer will carry out a hazardous materials survey before demolition is attempted. Contaminants may include asbestos, mold, lead-based paint, blown vermiculite insulation, and potentially hazardous excrement and dust from rodent activity. Evidence of rats were noted by one local resident at the information session. Other hazards might include mercury and arsenic from previous pest control activities and PCBs from old electrical equipment.

The initial demolition and the later 12-18 month construction should be carried out in a safe and considerate manner in view of there being a school, 2 day-care facilities and about 20 residences within 300 m of the site.

Sincerely:

Michael and Patricia Rowell

January 9<sup>th</sup> 2019

**STAFF REPORT TO COUNCIL**

From: Lisa, Brinkman, Senior Planner  
 Meeting Date: January 21, 2019  
 File No: 3360-18-09  
 RE: **Bylaw 1982 and Bylaw 1983 (314 Buller Street)**

**RECOMMENDATION:**

That subject to consideration of input from the public hearing held earlier on tonight's agenda, that Council:

1. Proceed with third reading of Bylaw 1982 cited as "Official Community Plan Bylaw 2003, No. 1488, Amendment Bylaw (No.55) 2018, No. 1982".
2. Proceed with third reading of Bylaw 1983 cited as "Town of Ladysmith Zoning Bylaw 2014, No. 1860, Amendment Bylaw (No. 21) 2018, No. 1983".
3. Direct staff to refer Bylaw 1983 to the Ministry of Transportation and Infrastructure pursuant to the Transportation Act.

**PURPOSE:**

The purpose of this staff report is to present to Council recommendations regarding: 1) consideration of third reading of Bylaw 1982 and 1983; and 2) directing staff to refer Bylaw 1983 to the Ministry of Transportation and Infrastructure pursuant to the Transportation Act.

**PREVIOUS COUNCIL DIRECTION**

Meeting Date and Resolution #	Resolution
November 19, 2018  CS 2018-450	That Council: <ol style="list-style-type: none"> <li>1. Receive the report from the Ladysmith Resources Centre Association (LRCA) Neighbourhood Information Meeting for the 314 Buller Street development proposal.</li> <li>2. Proceed with first and second reading of Bylaw 1982, cited as "Official Community Plan Bylaw 2003, No. 1488, Amendment Bylaw (No. 55) 2018, No. 1982".</li> <li>3. Proceed with first and second reading of Bylaw 1983, cited as "Town of Ladysmith Zoning Bylaw 2014, No. 1860, Amendment Bylaw (No. 21) 2018, No. 1983".</li> <li>4. Proceed with first, second and third reading of "Housing Agreement Bylaw 2018, No. 1984" and support in principle the terms and conditions of the Housing Agreement.</li> <li>5. Refer Bylaws 1982 and 1983 to public hearing.</li> </ol>



**INTRODUCTION/BACKGROUND:**

The current stage of this application is to: 1) consider comments received or heard at the public hearing; 2) consider third reading of Bylaw 1982 and Bylaw 1983; and 3) receive direction to refer Bylaw 1983 to the Ministry of Transportation and Infrastructure.

**Bylaw 1982**

Bylaw 1982 proposes to amend the Official Community Plan (OCP) by adding two new policies: i) to encourage rental tenure housing in multi-unit developments; and ii) greater density may be achieved through the provision of not-for-profit rental tenure housing where a housing agreement is established with the Town. The OCP ‘Land Use’ map is proposed to be amended by designating the property at 314 Buller Street as “Multi-Family Residential”. The OCP ‘Development Permit Area’ map is proposed to be amended by placing “Multi-Unit Residential Development Permit Area (DPA 4)” on the property at 314 Buller Street. Also, the DPA 4 guidelines are proposed to be amended by adding new guidelines relating to parking variance requests and building setback variance requests.

**Bylaw 1983**

Bylaw 1983 proposes to amend the Zoning Bylaw by adding a definition for ‘residential rental tenure’ and by adding a new zone ‘Community Housing Zone CD-5’. The CD-5 zone permits rental tenure multi-unit dwellings, 180 dwelling units per hectare, and permits a building height of 12.5 metres. Bylaw 1983 also proposes to amend the Zoning Map by placing the CD-5 Zone on the property at 314 Buller Street.

To secure the amenity that 70% of the dwelling units at 314 Buller Street are not-for-profit rental tenure housing, a housing agreement between the Town and the Ladysmith Resources Centre Association is proposed and is part of Bylaw 1984 (attached to this report). Bylaw 1984 was available as part of the public hearing information package. The proposed terms and conditions in the Housing Agreement are:

- 100% of the housing units in the development must be rental units and must be owned and operated by an incorporated not-for-profit organization;
- 70% of the units (25 units) must be Affordable Units, meaning they must be occupied by renters whose income is equal to or less than the Housing Income Limit (HIL) for Nanaimo.
- That the LRCA provide a report to the Town that the conditions of the Housing Agreement are being met, and that this report is provided at time of building permit application and on January 15 of each year.

**Table 1: Summary of the OCP and Zoning Amendment Application for 314 Buller Street**

	<b>Current</b>	<b>Proposed</b>
<b>OCP</b>	Institutional	Multi-Family Residential
<b>DPA</b>	none	Multi-Unit Residential (DPA 4)
<b>Zoning</b>	Institutional (P-1)	Community Housing (CD-5)
<b>Height</b>	12 metres	12.5 metres
<b>Density</b>	No residential units	36 residential units (180 units per ha)

**ALTERNATIVES:**

Council can choose to not proceed with Bylaw 1982 and Bylaw 1983, or to further consider the Bylaws at a future Council meeting. As the public hearing is closed no further input may be received by Council.

**FINANCIAL IMPLICATIONS:**

None.

**LEGAL IMPLICATIONS:**

Following the close of the public hearing, Council may consider information received as part of the public hearing and determine if any changes are required to the proposal; this could initiate the requirement for a further public hearing.

Referral to the Ministry of Transportation and Infrastructure (MOTI) will be required for Bylaw 1983 as the subject property is within 800 metres of a controlled access highway. Following approval by MOTI, Bylaw 1982, 1983 and 1984 would be presented to Council for consideration of adoption.

**CITIZEN/PUBLIC RELATIONS IMPLICATIONS:**

Notification regarding the public hearing was mailed and delivered to the neighbourhood and was published in the local newspaper on January 10 and 17, 2019. A public hearing notification sign was also posted on the property from January 4 to 21, 2019.

**INTERDEPARTMENTAL INVOLVEMENT/IMPLICATIONS:**

The Infrastructure Services Department has no objections to the proposed bylaws.

**ALIGNMENT WITH SUSTAINABILITY VISIONING REPORT:**

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Complete Community Land Use | <input type="checkbox"/> Low Impact Transportation |
| <input type="checkbox"/> Green Buildings                        | <input type="checkbox"/> Multi-Use Landscapes      |
| <input type="checkbox"/> Innovative Infrastructure              | <input type="checkbox"/> Local Food Systems        |
| <input type="checkbox"/> Healthy Community                      | <input type="checkbox"/> Local, Diverse Economy    |
| <input type="checkbox"/> Not Applicable                         |  |

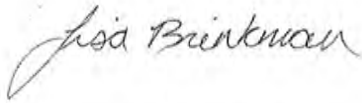
**ALIGNMENT WITH STRATEGIC PRIORITIES:**

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Employment & Tax Diversity   | <input type="checkbox"/> Natural & Built Infrastructure |
| <input type="checkbox"/> Watershed Protection & Water Management | <input type="checkbox"/> Partnerships                   |
| <input type="checkbox"/> Communications & Engagement             | <input type="checkbox"/> Not Applicable                 |

**SUMMARY:**

It is recommended that Council: 1) consider comments received or heard at the public hearing; 2) consider third reading of Bylaw 1982 and Bylaw 1983; and 3) direct staff to refer Bylaw 1983 to the Ministry of Transportation and Infrastructure.

Report prepared by:



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Lisa Brinkman, Senior Planner

January 15, 2019

Director Approval:



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Felicity Adams, Director of Development Services

I concur with the recommendation.



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for Guillermo Ferrero, City Manager

**ATTACHMENTS:**

Bylaw 1984

TOWN OF LADYSMITH

**BYLAW NO. 1982**

**WHEREAS** pursuant to the *Local Government Act*, the Municipal Council is empowered to amend the Official Community Plan;

**AND WHEREAS** after the close of the Public Hearing and with due regard to the reports received, the Municipal Council considers it advisable to amend "Official Community Plan Bylaw 2003, No. 1488".

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

1. "Official Community Plan Bylaw 2003, No. 1488" is hereby amended as set out in Schedule A attached to this Bylaw.

**Citation**

2. This Bylaw may be cited for all purposes as "Town of Ladysmith Official Community Plan Bylaw 2003, No. 1488, Amendment Bylaw (No. 55) 2018, No. 1982".

**READ A FIRST TIME** on the 19<sup>th</sup> day of November, 2018

**READ A SECOND TIME** on the 19<sup>th</sup> day of November, 2018

**PUBLIC HEARING** held pursuant to the provisions of the *Local Government Act*

on the day of ,

**READ A THIRD TIME** on the day of ,

**ADOPTED** on the day of ,

\_\_\_\_\_  
Mayor (A. Stone)

\_\_\_\_\_  
Corporate Officer (J. Winter)



**Bylaw No. 1982 - Schedule A**

1. Schedule "A" – "Town of Ladysmith Community Plan" is amended as follows:
  - (a) Section 3.2.3 'Land Use Planning and Community Design Policies' is amended by adding a new policy:

"27. Rental tenure housing units are encouraged as an affordable housing option in multi-unit developments."
  - (b) Section 3.8.1 "Land Use Designations" is amended by adding a new sentence to the paragraph 'Multi-Family Residential' following the sentence:

"The maximum density allowed in a Multi-Family Residential designation is 60 units per hectare.", as follows:

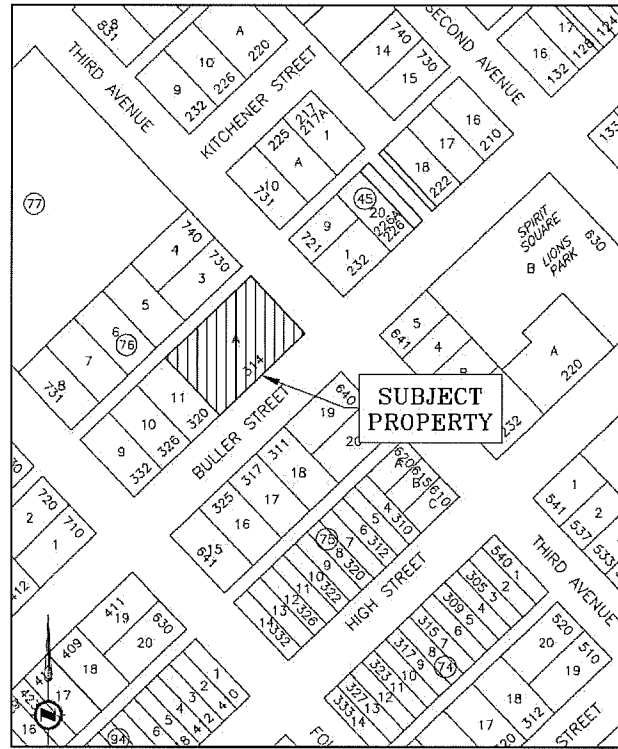
"A density of greater than 60 units per hectare may be achieved through amenity density bonusing through the provision of not-for-profit rental tenure housing in a community housing development where a housing agreement is established with the Town."
  - (c) Table 8 "Density Summary" is amended by adding:
    - (i) A new Note 5:

"<sup>5</sup> Bonus density potential greater than 100uph for not-for-profit rental tenure."
    - (ii) Note 1 and 5 to Multi-Family Residential.
2. Official Community Plan "Map 1 – Land Use" is amended as follows:
  - (a) Placing the "Multi-Family Residential" land use designation on the subject property legally described as Lot A, (DD B92367) of Block 76, District Lot 56, Oyster District, Plan 703A (314 Buller Street) as shown on **Schedule I** attached to and forming part of this Bylaw.
3. Official Community Plan "Map 2 – Development Permit Areas" is amended by:
  - (a) Placing the "Multi-Unit Residential Development Permit Area (DPA 4)" on the subject property legally described as Lot A, (DD B92367) of Block 76, District Lot 56, Oyster District, Plan 703A (314 Buller Street) as shown on **Schedule I** attached to and forming part of this Bylaw.
4. Official Community Plan Schedule A.1 "Town of Ladysmith Development Permit Areas" is amended as follows:
  - (a) Adding the following to the list of guidelines in Section (2) *Building Siting & Massing* of DPA 4 Multi-Unit Residential:

"g) Requests for building and structure setback alterations or reductions should be augmented by improvements on adjacent Town land, such as enhanced street frontage improvements and boulevard landscaping designed by a landscape architect."
  - (b) Adding the following to the list of guidelines in Section (11) *Vehicle & Bicycle Parking* of DPA 4 Multi-Unit Residential:

"i) Requests for alterations or reductions of parking requirements should be augmented by improvements on adjacent Town land, such as enhanced street frontage improvements and boulevard landscaping designed by a landscape architect."

Bylaw No. 1982 - Schedule I



**TOWN OF LADYSMITH**

**BYLAW NO. 1983**

A bylaw to amend "Town of Ladysmith Zoning Bylaw 2014, No. 1860"

**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 2014, No. 1860";

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

- (1) Schedule A – Zoning Bylaw Text of “Town of Ladysmith Zoning Bylaw 2014, No. 1860” is hereby amended as follows:
  - (a) Add a definition for “Residential Rental Tenure” following the definition of “Residential” as follows:
 

“**RESIDENTIAL RENTAL TENURE**: means the granting of a right to occupy a *Dwelling Unit* as living accommodation where the minimum occupancy period is thirty consecutive days, and where the *Dwelling Unit* is not owned by a *Dwelling Unit* occupant, but where regular payments are made to the owner for the use of the *Dwelling Unit*.”
  - (b) The table in Section 9.1 ‘Creation of Zones’ is amended by adding the following at the end of the Table:
 

“Community Housing Zone CD-5”
  - (c) Part 17: Comprehensive Development Zones is amended by adding a new zone as “17.5 Comprehensive Development 5 – Community Housing Zone (CD-5)” as shown in **Schedule I** which is attached to and forms part of this Bylaw.
- (2) Schedule B - Zoning Bylaw Map of "Town of Ladysmith Zoning Bylaw 2014, No. 1860" is hereby amended as follows:
  - (a) By adding the following comprehensive development zone to the end of the ‘Zoning Designations’ list:
 

“CD-5 Community Housing”
  - (b) By placing “Comprehensive Development 5 – Community Housing Zone (CD-5)” on the subject property legally described as Lot A (DD B92367) of Block 76, District Lot 56, Oyster District, Plan 703A (314 Buller Street) as shown in **Schedule II** which is attached to and forms part of this Bylaw.

**CITATION**

- (3) This bylaw may be cited for all purposes as "Town of Ladysmith Zoning Bylaw 2014, No. 1860, Amendment Bylaw (No.21) 2018, No.1983”.

**READ A FIRST TIME** on the 19<sup>th</sup> day of November, 2018

**READ A SECOND TIME** on the 19<sup>th</sup> day of November, 2018

**PUBLIC HEARING** held pursuant to the provisions of the *Local Government Act*

on the \_\_\_\_\_ day of \_\_\_\_\_,

**READ A THIRD TIME** on the \_\_\_\_\_ day of \_\_\_\_\_,

**APPROVED** pursuant to s. 52(3)(a) of the *Transportation Act*.

on the                      day of

**ADOPTED**

on the                      day of

---

Mayor (A. Stone)

---

Corporate Officer (J. Winter)

**Schedule I – Bylaw 1983**

**17.5 COMPREHENSIVE DEVELOPMENT 5 - COMMUNITY HOUSING ZONE (CD-5)**

The purpose of the CD-5 Community Housing Zone is to accommodate multiple unit rental tenure housing to serve the community's diverse housing needs.

**1. Principal Uses**

- a) *Multiple-Unit Dwellings.*

**2. Accessory Uses**

- a) *Home Based Business*, subject to Part 6, Section 6.8.
- b) *Recreation Activity Space.*
- c) *Assembly.*

**3. Sizing and Dimension of Parcels**

- a) No *Parcel* shall be created which has a *Parcel Area* less than 2,023 square metres.
- b) No *Parcel* shall be created which has a *Frontage* less than 18.28 metres.

**4. Size and Density of the Use of Land, Buildings and Structures**

- a) The minimum *Finished Floor Area* for each different type of *Dwelling Unit* contained in a *Multiple-Unit* building shall be as shown in the Table below:

DWELLING UNIT TYPE	MULTI-UNIT MINIMUM FINISHED FLOOR AREA
<i>Studio Dwelling Unit</i>	32.0 square metres
<i>One Bedroom Dwelling Unit</i>	60.0 square metres
<i>Two Bedroom Dwelling Unit</i>	70.0 square metres
<i>Three Bedroom Dwelling Unit</i>	85.0 square metres

- b) The *Floor Space Ratio* shall not exceed 1.5.
- c) The maximum number of *Dwelling Units* permitted in this *Zone* is 180 units per hectare of *Land*.
- d) No *Building* or *Structures* shall exceed a *Parcel Coverage* of 50.0 percent.
- e) Despite Section 17.5 (4)(d) where all required off-street parking is provided underground, no *Buildings* or *Structures* in this *Zone* shall exceed a maximum *Parcel Coverage* of 60.0 percent.
- f) A *Parcel* may contain more than one *Principal Building*.

**5. Siting, Sizing and Dimension of Uses, Buildings and Structures**

- a) No *Principal Building* or *Structure* shall exceed a *Height* of 12.5 metres.
- b) No *Accessory Building* or *Structure* shall exceed a *Height* of 7.5 metres; except where the roof pitch is less than 4:12, in which case the maximum *Height* shall be 5.0 metres.

- c) No *Principal Buildings or Structures* shall be located closer to the *Parcel Line* than the minimum *Setback* shown in the Table below:

PARCEL LINE	MINIMUM SETBACK
<i>Front Parcel Line</i>	6.0 metres
<i>Interior Side or Exterior Side Parcel Line</i>	4.5 metres
<i>Rear Parcel Line</i>	4.5 metres

- d) No *Accessory Building or Structure*, with a *Finished Floor Area* (m<sup>2</sup>) as shown in the Table below, shall be located closer to the *Parcel Line* than the minimum *Setback* shown in the Table below:

PARCEL LINE	MINIMUM SETBACK ≤ 10.0 M <sup>2</sup>	MINIMUM SETBACK >10.0 M <sup>2</sup>
<i>Front Parcel Line</i>	6.0 metres	6.0 metres
<i>Interior or Exterior Side Parcel Line</i>	1.0 metres	1.5 metres
<i>Rear Parcel Line</i>	1.0 metres	1.5 metres

**6. Landscaping and Screening**

- a) *Landscaping* and screening shall be provided in accordance with Part 7: Landscaping and Screening Regulations.

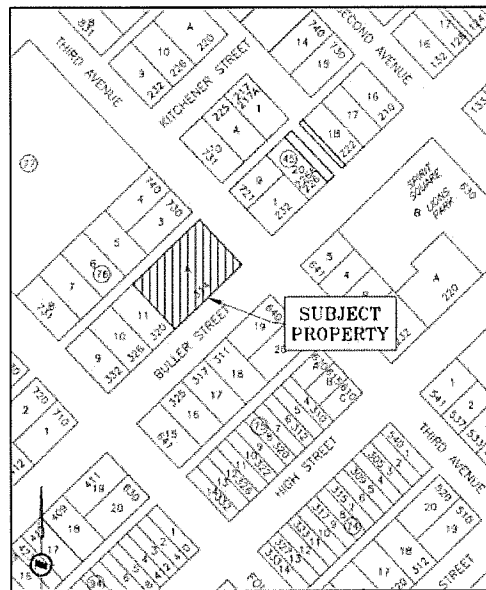
**7. Parking and Loading**

- a) Off-street parking and off-street loading shall be provided in accordance with Part 8: Parking and Loading Regulations.

**8. Form of Tenure**

- a) One hundred percent (100%) of the Dwelling Units in the CD-5 Zone shall be limited to *Residential Rental Tenure*.

Schedule II – Bylaw 1983



**TOWN OF LADYSMITH**

**BYLAW NO. 1984**

**A bylaw to authorize a Housing Agreement.**

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**WHEREAS** Section 483 of the *Local Government Act* provides that Council may enter into a Housing Agreement with an owner which may include terms and conditions agreed to regarding the occupancy of the housing units identified in the Agreement;

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

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

1. The Council of the Town of Ladysmith hereby authorizes the Mayor and Corporate Officer to enter into an Agreement, on behalf of the Town of Ladysmith, in substantially the form attached hereto as Schedule A; which sets out terms and conditions of the occupancy of the housing units identified in the Agreement. The land identified in the Agreement is legally described as "Lot A, (DD B923367) of Block 76, District Lot 56, Oyster District, Plan 703A".
2. Upon execution of the Agreement by the Mayor and Corporate Officer and application of the seal of the Town of Ladysmith, this Agreement shall be validly entered into as authorized by this Bylaw.

3. **Citation**

This bylaw may be cited for all purposes as "Housing Agreement Bylaw 2018, No. 1984".

**READ A FIRST TIME** on the 19<sup>th</sup> day of November, 2018

**READ A SECOND TIME** on the 19<sup>th</sup> day of November, 2018

**READ A THIRD TIME** on the 19<sup>th</sup> day of November, 2018

**ADOPTED** on the \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Mayor  
(A.Stone)

\_\_\_\_\_  
Corporate Officer  
(J. Winter)



**SCHEDULE A**

**HOUSING AGREEMENT**  
(Pursuant to Section 483 of the *Local Government Act*)

THIS AGREEMENT is made the \_\_\_\_ day of \_\_\_\_\_, 2019.

BETWEEN:

**THE TOWN OF LADYSMITH**

410 Esplanade  
Ladysmith, BC  
V9G 1A2

(the "Town")

OF THE FIRST PART

AND:

**LADYSMITH RESOURCES CENTRE ASSOCIATION**

630 Second Avenue  
Ladysmith B.C.  
P.O. Box 1653  
V9G 1B2

(the "Owner")

OF THE SECOND PART

**WHEREAS:**

- A. Under section 483 of the *Local Government Act* the Town may, by bylaw, enter into a Housing Agreement with an owner regarding the occupancy of the housing units identified in the agreement, including but not limited to terms and conditions referred to in section 483(2) of the *Local Government Act*;
- B. The Owner is the registered owner in fee simple of lands in the Town of Ladysmith, British Columbia, with a civic address of 314 Buller Street and legally described as:  
  
PID 008-705-968  
Lot A, (DD B92367) of Block 76, District Lot 56, Oyster District, Plan 703A  
  
(the "Lands");
- C. The Owner has made application to the Town to rezone the Lands as set out in Town of Ladysmith Zoning Bylaw 2014, No. 1860, Amendment Bylaw (No. 21) 2018, No. 1983 (the "Rezoning Bylaw");
- D. The Town and the Owner wish to enter into this Agreement, as a Housing Agreement pursuant to section 483 of the *Local Government Act*, to secure the agreement of the Owner to provide affordable housing as defined herein;

**NOW THIS AGREEMENT WITNESSES** that pursuant to section 483 of the *Local Government Act*, and in consideration of the premises and covenants contained in this agreement (the "Agreement"), the parties agree each with the other as follows:

**1.0 Definitions**

1.1 In this Agreement:

"Affordable Unit" means a Dwelling Unit that is designated for residential rental tenure in accordance with Section 2.4 of this Agreement.

**"Average Market Rent"** means rents derived from Canada Mortgage and Housing Corporation's ("CMHC's") annual Rental Market Survey.

**"Development"** means the development and use of the Lands for a building containing up to thirty-six (36) residential rental tenure units that are owned and operated by an incorporated not-for-profit organization.

**"Dwelling Unit"** means one or more habitable rooms constituting a self-contained unit with its own entrance, a kitchen and bathroom, and is used as a residence for one or more persons.

**"HIL"** means Housing Income Limit for Nanaimo, British Columbia, published from time to time by B.C. Housing which represents the income required to pay the Average Market Rent for an appropriately sized unit in the private market. For year 2018, the annual HIL figures for Nanaimo are:

Bedrooms	Income
Bachelor	\$29,600.00
1 Bedroom	\$34,400.00
2 Bedroom	\$41,200.00
3 Bedroom	\$52,300.00
4 Bedroom	\$64,300.00

**"Residential Rental Tenure"**: means the accommodation of a Dwelling Unit where the minimum occupancy period is thirty consecutive days, and where the dwelling unit is not owned by a Dwelling Unit occupant, but where regular payments are made to the owner for the use of the Dwelling Unit.

## **2.0 Terms of the Housing Agreement – Covenants of the Owner**

- 2.1 The Owner covenants and agrees that one hundred percent (100%) of the Dwelling Units in the Development must be Residential Rental Tenure.
- 2.2 The Owner covenants and agrees to ensure that Dwelling Units must be owned and operated by an incorporated not-for-profit organization.
- 2.3 The Owner covenants and agrees to ensure that seventy percent (70%) of the Dwelling Units in the Development must be Affordable Units.
- 2.4 The Owner agrees that each of the Affordable Units in the Development shall only be occupied by a tenant whose annual income is equal to or less than the HIL.

## **3.0 Reporting**

- 3.1 The Owner covenants and agrees to provide to the Town's Director of Development Services, on the date a building permit for the Development is applied for, and on January 15 of each year, a report in writing setting out the following:
  - a) Confirmation that one hundred percent (100%) of the Dwelling Units in the Development are residential rental tenure;
  - b) Confirmation that seventy (70%) of the Dwelling Units in the Development are Affordable Units in compliance with Section 2.4 of this Agreement.
  - c) Outlining any changes or proposed changes that may affect the terms of this Agreement.

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

#### **4.0 Notice to be Registered in Land Title Office**

4.1 Notice of this Agreement will be registered in the Land Title Office by the Town at the cost of the Owner in accordance with section 483(5) of the *Local Government Act*, and this Agreement is binding on the parties to this Agreement as well as all persons who acquire an interest in the Lands after registration of the Notice.

#### **5.0 General Provisions**

##### Notice

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

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

to the Town:

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

to the Owner:

President  
Ladysmith Centre Resources Association  
630 Second Avenue  
Ladysmith B.C.  
P.O. Box 1653  
V9G 1B2

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

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

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

##### Time

5.2 Time is of the essence of this Agreement.

##### Binding Effect

5.3 This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors, and permitted assignees. In accordance with section 483(6) of the *Local Government Act*, this Agreement is binding on all who acquire an interest in the Lands, and

the Owner only during the Owner's ownership of any interest in the Lands, and with respect only to that portion of the Lands of which the Owner has an interest.

Waiver

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

Headings

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

Language

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

Cumulative Remedies

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

Entire Agreement

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

Further Assurances

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

Amendment

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

Law Applicable

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

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

**THE CORPORATION OF THE TOWN OF** )  
**LADYSMITH** by its authorized signatories: )  
 )  
\_\_\_\_\_)  
Name: )  
 )  
\_\_\_\_\_)  
Name: )  
 )

**[Insert Name]** by its authorized signatories: )  
)  
\_\_\_\_\_)  
Name: \_\_\_\_\_) )  
\_\_\_\_\_) )  
Name: \_\_\_\_\_) )  
) )  
) )

**STAFF REPORT TO COUNCIL**

From: Lisa Brinkman, Senior Planner  
 Meeting Date: April 16, 2018  
 File No: 3360-17-01  
**RE: Bylaw 1954 and 1955**  
**Subject Property: Lot B, District Lot 97, Oyster District, Plan VIP56663, Except part in plan VIP89355 (1240 Fourth Ave.)**

**RECOMMENDATION:**

That subject to any additional matters raised at the public hearing Council proceed with:

1. Third reading of "Official Community Plan Bylaw 2003, No 1488, Amendment Bylaw (No.52) 2018, No. 1954; and
2. Third reading of "Town of Ladysmith Zoning Bylaw 2014, No. 1860, Amendment Bylaw (No.14) 2018, No.1955.

**PURPOSE:**

The purpose of this staff report is to present to Council a recommendation regarding consideration of third reading of Bylaw 1954 and Bylaw 1955.

**PREVIOUS COUNCIL DIRECTION**

Resolution	Meeting Date	Resolution Details
CS 2018-081	March 19, 2018	<ol style="list-style-type: none"> <li>1. Proceed with first and second reading of Bylaw 1954 cited as "Official Community Plan Bylaw 2003, No. 1488, Amendment Bylaw (No. 52) 2018, No. 1954";</li> <li>2. Proceed with first and second reading of Bylaw 1955 cited as "Town of Ladysmith Zoning Bylaw 2014, No.1860, Amendment Bylaw (No.14) 2018, No. 1955".</li> <li>3. Refer Bylaws 1954 and 1955 to public hearing.</li> <li>4. Direct that prior to the enactment of Bylaw 1955 the following voluntary and land use matters shall be secured in a section 219 covenant that is registered on the title of 1240 Fourth Ave. (Lot B, District Lot 97, Oyster District, Plan VIP56663, Except part in Plan VIP89355) to the satisfaction of the Director of Development Services:                         <ol style="list-style-type: none"> <li>i. A bareland strata residential development at 1240 Fourth Avenue shall:                                 <ul style="list-style-type: none"> <li>➤ include one visitor parking space per five residential lots and the location of the visitor parking spaces shall be approved by the Approving Officer as a condition of subdivision of the land;</li> <li>➤ provide an area that is a minimum of 372m<sup>2</sup> (4004ft<sup>2</sup>);</li> </ul> </li> </ol> </li> </ol>



		<p>size for the storage of recreational vehicles and boats; and</p> <ul style="list-style-type: none"> <li>➤ not permit a secondary suite in any dwelling.</li> </ul> <p>ii. A grading plan and geotechnical assessment of the proposed lots is required to be submitted to the satisfaction of the Approving Officer as a condition of the subdivision application.</p> <p>iii. An amenity contribution of \$1000 per residential lot shall be submitted to the Town (as previously agreed to in covenant EL128958) prior to the Approving Officer issuing final approval of the subdivision of land.</p> <p>5. Approve of the discharge of covenant EL128958 from the title of Lot B, District Lot 97, Oyster District, Plan VIP56663, Except part in Plan VIP89355 once the new section 219 covenant is registered on the title; and authorize the Mayor and Corporate Officer to sign the new covenant and execute the discharge document of covenant EL128958.</p>
--	--	---

**INTRODUCTION/BACKGROUND:**

The current stage of this application is to: 1) consider comments received or heard at the public hearing; and 2) consider third reading of Bylaw 1954 and 1955.

**Bylaw 1954**

Bylaw 1954 proposes to amend the Official Community Plan by removing “Development Permit Area 4 – Multi-Unit Residential” from the property at 1240 Fourth Avenue.

**Bylaw 1955**

Bylaw 1955 proposes to amend the Zoning Bylaw by removing the R-3 (Medium Density Residential) zone and placing the R-1-B (Single Dwelling Residential-Small Lot B) zone on the property at 1240 Fourth Avenue to allow a single family subdivision of lots that are a minimum size of 372m<sup>2</sup> (4004ft<sup>2</sup>).

**ALTERNATIVES:**

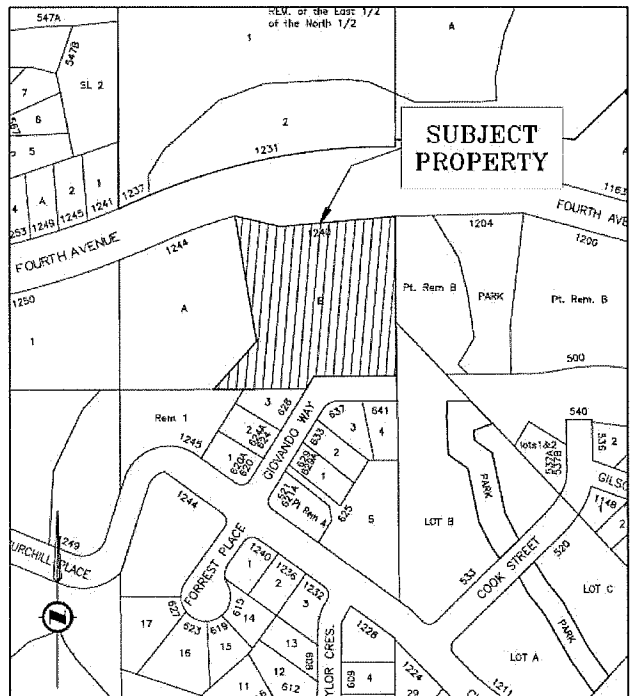
Council can choose to not proceed with Bylaw 1954 and 1955.

**FINANCIAL IMPLICATIONS:**

None.

**LEGAL IMPLICATIONS:**

Following the close of the public hearing Council may consider information received as part of the public hearing and determine if any changes are required to the proposal; this could initiate the requirement for a further public hearing.



Once the covenant has been registered, Bylaws 1954 and 1955 would be presented to Council for consideration of adoption.

**CITIZEN/PUBLIC RELATIONS IMPLICATIONS:**

Notification regarding the public hearing was mailed and delivered to the neighbourhood and was published in the local newspaper on April 4 and 11, 2018.

**INTERDEPARTMENTAL INVOLVEMENT/IMPLICATIONS:**

Comments from the Infrastructure Services Department have been integrated into the proposal. Corporate Services will be involved in the execution of the legal agreements.

**ALIGNMENT WITH SUSTAINABILITY VISIONING REPORT:**

- Complete Community Land Use
- Green Buildings
- Innovative Infrastructure
- Healthy Community
- Not Applicable
- Low Impact Transportation
- Multi-Use Landscapes
- Local Food Systems
- Local, Diverse Economy

**ALIGNMENT WITH STRATEGIC PRIORITIES:**

- Employment & Tax Diversity
- Watershed Protection & Water Management
- Communications & Engagement
- Natural & Built Infrastructure
- Partnerships
- Not Applicable

**SUMMARY:**

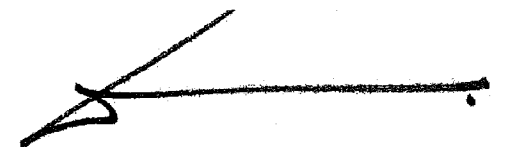
It is recommended that Council 1) consider comments received or heard at the public hearing; and 2) consider giving third reading to Bylaw 1954 and Bylaw 1955.

Reviewed By:

  
 \_\_\_\_\_  
 Felicity Adams, Director of Development Services

April 11, 2018  
Date Signed

I concur with the recommendation.

  
 \_\_\_\_\_  
 Guillermo Ferrero, City Manager

**ATTACHMENTS:**

- Bylaw 1954
- Bylaw 1955



**TOWN OF LADYSMITH**

**BYLAW NO. 1954**

A bylaw to amend "Official Community Plan Bylaw 2003, No. 1488"

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**WHEREAS** pursuant to the *Local Government Act*, the Municipal Council is empowered to amend the Official Community Plan;

**AND WHEREAS** after the close of the Public Hearing and with due regard to the reports received, the Municipal Council considers it advisable to amend "Official Community Plan Bylaw 2003, No. 1488".

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

- (1) "Official Community Plan Bylaw 2003, No. 1488", as amended, is further amended as shown in "Schedule 1" which is attached to and forms part of this Bylaw.

**CITATION**

- (2) This bylaw may be cited for all purposes as "Official Community Plan Bylaw 2003, No. 1488, Amendment Bylaw (No. 52) 2018, No. 1954".

**READ A FIRST TIME** on the 19<sup>th</sup> day of March, 2018

**READ A SECOND TIME** on the 19<sup>th</sup> day of March, 2018

**PUBLIC HEARING** held pursuant to the provisions of the *Local Government Act*

on the 16<sup>th</sup> day of April, 2018

**READ A THIRD TIME** on the 16<sup>th</sup> day of April, 2018

**ADOPTED** on the day of , 2018

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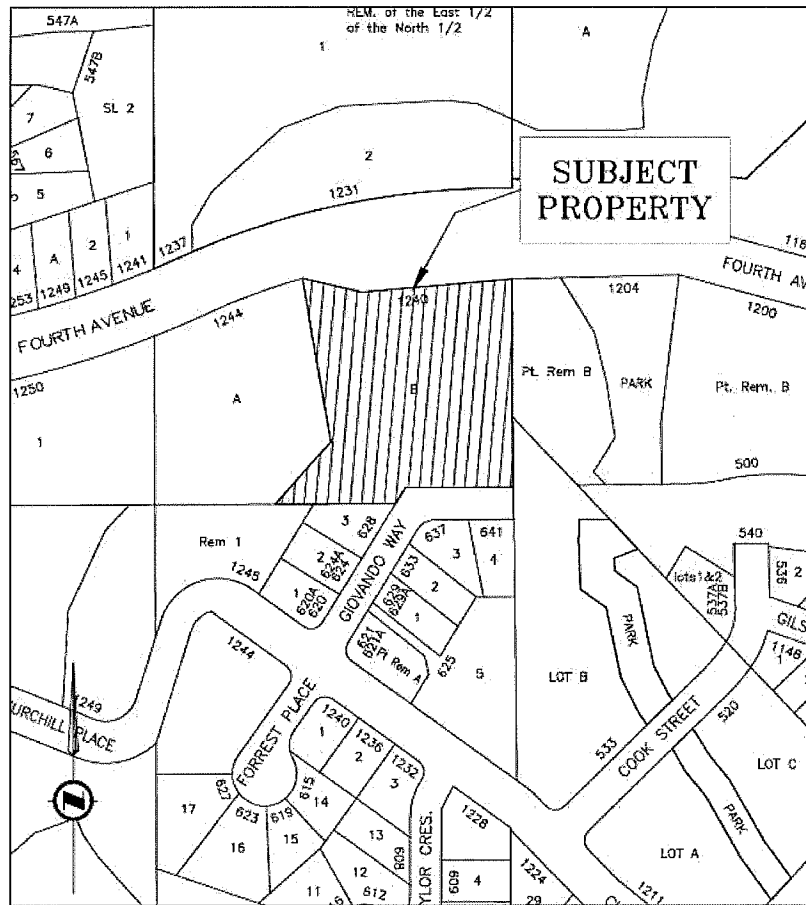
Mayor (A. Stone)

---

Corporate Officer (J. Winter)

**“Schedule I” of Bylaw No. 1954**

1. Schedule “A” – “Town of Ladysmith Community Plan” is amended as follows:
  - (a) “OCP Map 2 – Development Permit Areas” is amended by removing “Development Permit Area 4 – Multi-Unit Residential” from the subject property legally described as Lot B, District Lot 97, Oyster District, PlanVIP56663, Except Part in Plan VIP89355 (1240 Fourth Avenue).



**TOWN OF LADYSMITH**

**BYLAW NO. 1955**

A bylaw to amend "Town of Ladysmith Zoning Bylaw 2014, No. 1860"

**WHEREAS** pursuant to the *Local Government Act*, the Municipal Council is empowered to amend the Zoning Bylaw;

**AND WHEREAS** after the close of the Public Hearing and with due regard to the reports received, the Municipal Council considers it advisable to amend "Town of Ladysmith Zoning Bylaw 2014, No. 1860";

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

- (1) Schedule B - Zoning Bylaw Map of "Town of Ladysmith Zoning Bylaw 2014, No. 1860" is hereby amended as follows:
  - (a) By removing R-3 (Medium Density Residential) and placing R-1-B (Single Dwelling Residential-Small Lot B) on the property legally described as Lot B, District Lot 97, Oyster District, Plan VIP56663 except part in Plan VIP89355 (1240 Fourth Ave.) as shown on Schedule I attached to and forming part of this Bylaw.

**CITATION**

- (2) This bylaw may be cited for all purposes as "Town of Ladysmith Zoning Bylaw 2014, No. 1860, Amendment Bylaw (No. 14) 2018, No. 1955".

**READ A FIRST TIME** on the 19<sup>th</sup> day of March , 2018

**READ A SECOND TIME** on the 19<sup>th</sup> day of March , 2018

**PUBLIC HEARING** held pursuant to the provisions of the *Local Government Act*  
on the 16<sup>th</sup> day of April , 2018

**READ A THIRD TIME** on the 16<sup>th</sup> day of April , 2018

**APPROVED BY THE MINISTER OF TRANSPORTATION**  
on the 23 day of May , 2018

**ADOPTED** on the day of , 2018

Approved pursuant to section 52(3)(a) of the *Transportation Act*

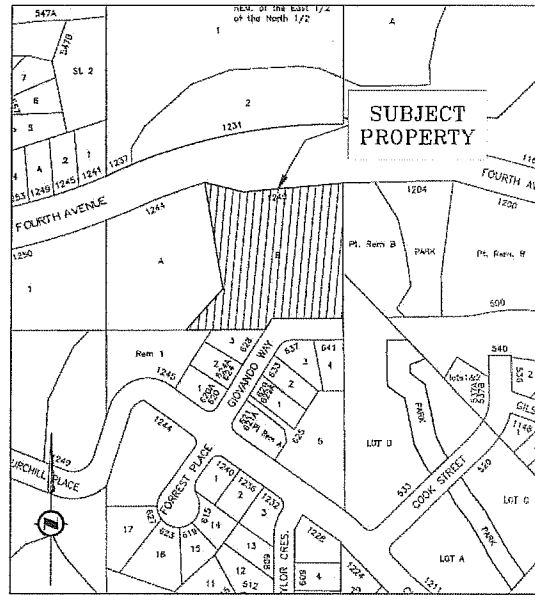
\_\_\_\_\_  
Mayor (A. Stone)

this 23 day of May 2018  
Ministry of Transportation and Infrastructure

\_\_\_\_\_  
Corporate Officer (J. Winter)

JAMIE LEIGH HOPKINS  
A Commissioner for taking affidavits  
within the Province of British Columbia  
2100 Labieux Road, Nanaimo BC V9T 6E9

**Bylaw No. 1955 - Schedule I**





LADYSMITH

TOWN OF LADYSMITH

## PROCLAMATION

### BC AWARE DAYS

- WHEREAS:** *Cybercrime threatens the privacy and security of all citizens and organizations in British Columbia;*
- AND WHEREAS:** *Cybercriminal activity amounts to a tremendous erosion of economic wealth;*
- AND WHEREAS:** *Privacy and security issues result from the massive amounts of personally identifiable information processed each day;*
- AND WHEREAS:** *Awareness of the risks to society must be highlighted to engage citizens and organizations and to galvanize privacy and security professionals around this cause;*
- AND WHEREAS:** *ISACA Vancouver, a member of ISACA, the leading international association of information security governance professionals, wishes to instill privacy and security awareness amongst all citizens and organizations in British Columbia;*
- AND WHEREAS:** *The Town of Ladysmith supports the promotion of privacy and security awareness amongst its citizens and organizations so they can protect themselves from privacy infringements, fraud and other financial crimes;*
- THEREFORE,** *I, Aaron Stone, Mayor of the Town of Ladysmith, do hereby proclaim January 28<sup>th</sup> to February 5<sup>th</sup>, 2019 as "BC Aware Days 2019" in the Town of Ladysmith, British Columbia.*

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Mayor A. Stone

January 16, 2019

## **STAFF REPORT TO COUNCIL**

From: Kim Fowler, Project Manager, Waterfront Area Plan Implementation  
Meeting Date: January 21, 2019

### **RE: INFRASTRUCTURE GRANT APPROVAL FOR FIRST PHASE OF THE ARTS & HERITAGE HUB CONCEPT PLAN, WATERFRONT AREA PLAN**

---

#### **RECOMMENDATION:**

That Council:

1. Direct staff to submit an application for grant funding for the Arts and Heritage Hub Concept Plan Phase I through the *Investing in Canada Infrastructure Program—Community, Culture and Recreation Program*; and
2. Support the project and commit to its share (\$430,500) of the project, with the funds to come from reserves.

#### **PURPOSE:**

To approve a grant application for federal infrastructure funding for the Arts and Heritage Hub concept plan contained in the Waterfront Area Plan.

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

The Arts & Heritage Hub (the “Hub”) is a key sub-area of the Waterfront Area Plan (WAP). The WAP directs the “Identity, character, and existing conditions are enhanced in this key central area to further define it as a creative arts and culture, and heritage hub, building on current activities and structures. The Machine Shop is maintained.”

After receiving an infrastructure grant to upgrade the Machine Shop, staff determined a broader view of the sub-area was necessary to maximize use and activity. A day-long workshop was held on November 23, 2018 with the registered societies and artists that currently use the sub-area. A primary outcome was an invigorated will to work together to realize the full potential of the Hub. Ten principles emerged from the workshop, listed in the consultant’s draft report, entitled “DRAFT Arts & Heritage Hub Concept Design Report” (copy attached), as follows:

1. The principal uses in the Hub should focus on the arts, making and repairing things, and the interesting history of the site.
2. The project should demonstrate, through tangible elements, the working relationship between the Town of Ladysmith and the Stz’uminus First Nation.
3. By encouraging a diversity of activities on the site, it will be more attractive to both

locals and visitors to Ladysmith.

4. In representing history, authenticity and interaction are of paramount importance, rather than simply static displays.
5. Spaces in the project should be flexible, supporting a multitude of activities, and shared by the various users and tenants on site.
6. The project must be well-connected to both the downtown and the waterfront, for walking, biking and driving (parking), to ensure people have convenient access to the place.
7. Architectural design should respect the historic character of the site while clearly articulating new from old.
8. A well-conceived public realm design should be built in tandem with building upgrades and new construction to ensure the site is accessible, active, inviting, safe and secure.
9. The project should be planned for incremental development over time where spaces are left for future buildings or open spaces.
10. The design and construction of the project may be of modest proportions to stretch the availability of funding. Good design does not have to be expensive.

Input from this workshop, directed under the framework of the WAP, was used to prepare the draft concept in the report. The draft concept principles, site plan and associated drawings were reviewed in another working session with the initial group and in an open house with the greater community on January 8, 2019. Council received a presentation from the consultants at the January 7<sup>th</sup> council meeting. This input and feedback are being used to prepare the consultant's final report. The report and concept plan are to be considered a "work in progress" that will be refined through further review and implementation. The work and review to date provide the foundation to apply for a federal infrastructure grant announced on a short timeline. An initial list of changes to the draft report is attached.

The concept plan phasing recommended in the consultant report is to complete the Machine Shop upgrades (underway through an existing grant) and then the Oyster Bay Road Frontage development that includes Studios and Gift Shop/Cafe buildings, the plinth walkway, and associated landscaping, parking and road improvements. A small allocation for renovations to the existing historic buildings of the Roundhouse, Car Shop, and Lunchroom is also provided. An estimate of the construction cost of this phase (Phase 1) totals \$4.3 million. Additional renovation to the Machine Shop is not recommended for this grant application as current renovations are not yet complete, and would likely be considered "double dipping" by funding agencies and not receive their support.

Applying for this grant fund was encouraged by the Hon. Francois-Phillippe Champagne, Federal Minister of Infrastructure and Communities following the August 21, 2018 meeting with him hosted by the Town. Mayor Stone reviewed the new Waterfront Area Plan with Hon. Champagne, who sent a letter of thanks on December 14, 2018 (copy attached) that recommended pursuing the *Investing in Canada* infrastructure program that includes the Rural and Northern Communities Fund.

The Waterfront Area Plan contains several other key sub-areas with associated infrastructure projects, including the waterfront walkway, filled foreshore and access road, and marina landing. Funding grants for these projects will be considered as revenue from land sales, other grant opportunities, site remediation and budget considerations permit, as determined by Town council.

**ALTERNATIVES:**

Council can provide other direction as determined.

**FINANCIAL & LEGAL IMPLICATIONS:**

If the grant application is successful, 10% of the grant award must be funded by the Town of Ladysmith through existing reserves. As a condition of the grant award, the Town will enter into a legal agreement with the Province of BC. Announcement of funding awards is expected in the fall.

**ALIGNMENT WITH SUSTAINABILITY VISIONING REPORT:**

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Complete Community Land Use | <input type="checkbox"/> Low Impact Transportation         |
| <input checked="" type="checkbox"/> Green Buildings             | <input checked="" type="checkbox"/> Multi-Use Landscapes   |
| <input type="checkbox"/> Innovative Infrastructure              | <input type="checkbox"/> Local Food Systems                |
| <input checked="" type="checkbox"/> Healthy Community           | <input checked="" type="checkbox"/> Local, Diverse Economy |
| <input type="checkbox"/> Not Applicable                         |  |

**ALIGNMENT WITH STRATEGIC PRIORITIES:**

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Employment & Tax Diversity   | <input checked="" type="checkbox"/> Natural & Built Infrastructure |
| <input type="checkbox"/> Watershed Protection & Water Management | <input checked="" type="checkbox"/> Partnerships                   |
| <input type="checkbox"/> Communications & Engagement             | <input type="checkbox"/> Not Applicable                            |

**SUMMARY:**

Council approval of an infrastructure funding grant application to the Rural and Northern Communities fund for the first phase of the Arts & Heritage Hub Concept Plan is a key priority in implementing the Waterfront Area Plan.



---

Kim Fowler, MCIP, RPP  
Project Manager, Waterfront Area Plan Implementation

January 17, 2019

I concur with the recommendation.



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for Guillermo Ferrero, City Manager



## **ATTACHMENTS**

- Draft Arts and Heritage Hub Concept Design Report
- Request for Changes to Arts & Heritage Concept Design Report
- Arts and Heritage Hub – Phase One Construction Budget
- 2018.12.14 Minister of Infrastructure Response to Request for Funding

# ARTS AND HERITAGE HUB CONCEPT DESIGN REPORT



Town of Ladysmith

January 2019

**HOTSON**

**P+A** Landscape Architecture  
Site Planning

DRAFT





## **ARTS AND HERITAGE HUB CONCEPT DESIGN REPORT**

Prepared for:  
**THE TOWN OF LADYSMITH**  
January 2019

By:  
**HOTSON** Architecture Inc.  
**Perry** and Associates Landscape Architects

### **CONTENTS**

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## 1.0 Executive Summary

The Arts and Heritage Hub is the first piece of a rejuvenated Waterfront for the Town of Ladysmith. The rationale in starting here as an early phase of development lies with the fact that there is already considerable momentum in this part of the overall plan. Through the efforts of a number of dedicated tenants, currently occupying space in a grouping of significant, older industrial buildings, the precinct is evolving in a creative manner.

Detailed design has been taking place for several months on the Machine Shop, the building seen as the anchor to the Hub. It was determined that a broader study was necessary to determine the overall opportunities for the Hub and the make-up of tenants that would energize the place.

All great places are founded on a Big Idea.

**The Hub will be a meeting place for the people of Ladysmith, for tourists, and for those who work on the site. Here, arts and heritage activities in the community come together in a vibrant, interactive and creative place. It will be interesting; it will spawn curiosity; and, it will be fun for all.**

This report contains the program, the concept plan and the design details that can result in "creative place-making". The uses proposed in the plan comprise approximately 45,000 square feet of space arranged in five heritage buildings and five new buildings. No one group will dominate the make-up of the precinct as it will thrive on its diversity.

The precinct will be consolidated through a well-designed and active public realm, able to support a variety of outdoor functions and events.

But what will it all cost? A preliminary, Class D level cost estimate, suggests that the build-out of the Hub will be in the range of twenty-five million dollars (\$25,000,000) to complete. It is assumed that the project will be phased over time with the development of bite-sized chunks as funding permits.



## **2.0 CREATING A VISION**

### **Waterfront Area Plan**

In 2017 the Waterfront Area Plan, forming Schedule B of the Town of Ladysmith Official Community Plan, was created through a collaborative process led by DIALOG. This document sets out the planning parameters for a "Cultural Hub" as a sub-area of the plan. An early implementation of the Hub was recommended as there is already high energy to this part of the site thanks to several committed tenants who occupy both building and outdoor spaces with arts and heritage activities.

### **Machine Shop Study**

Starting in 2018, HOTSON architecture completed a study of the 1943 Comox Logging Machine Shop which houses several of these tenants and is in need of upgrading. Following this work the Town realized that a broader view of the sub-area was necessary to scope out the full opportunity for the use and activity and, ultimately, the tenancing of both indoor and outdoor spaces.



## Stakeholder Workshop on 23 November 2018

A day-long workshop was organized by the Town, attended by the key interest groups currently occupying space on the site. The primary outcome of this process was an invigorated will amongst the participants to work together, and to share space in the project, in order to realize the full potential of the Hub. The full outcome of the Workshop can be found in the Appendix of this report.

### Ten Principles

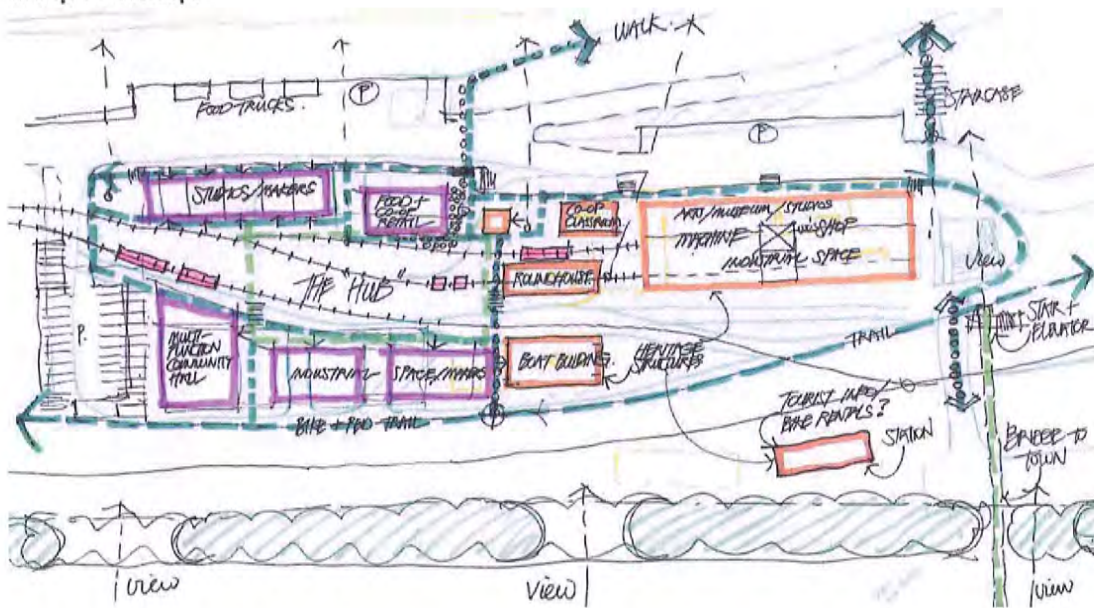
Ten "guiding principles" emerged from the findings of the day:

- 1 The principal uses in the Hub should focus on the arts, making and repairing things, and the interesting history of the site.
- 2 The project should demonstrate, through tangible elements, the working relationship between the Town of Ladysmith and the Stz'uminus First Nation.
- 3 By encouraging a diversity of activities on the site it will be more attractive to both locals and visitors to Ladysmith.
- 4 In representing history, authenticity and interaction are of paramount importance, rather than simply static displays.
- 5 Spaces in the project should be flexible, supporting a multitude of activities, and shared by the various users and tenants on site.
- 6 The project must be well-connected to both the downtown and the waterfront, for walking, biking and driving (parking), ensuring people have convenient access to the place.
- 7 Architectural design should respect the historic character of the site while clearly articulating new from old.
- 8 A well-conceived, public realm design should be built in tandem with building upgrades and new construction to ensure that the site is accessible, active, inviting, safe and secure.
- 9 The project should be planned for incremental development over time where spaces are left for future buildings or open spaces.
- 10 The design and construction of the project may be of modest proportions to stretch the availability of funding. Good design does not have to be expensive.

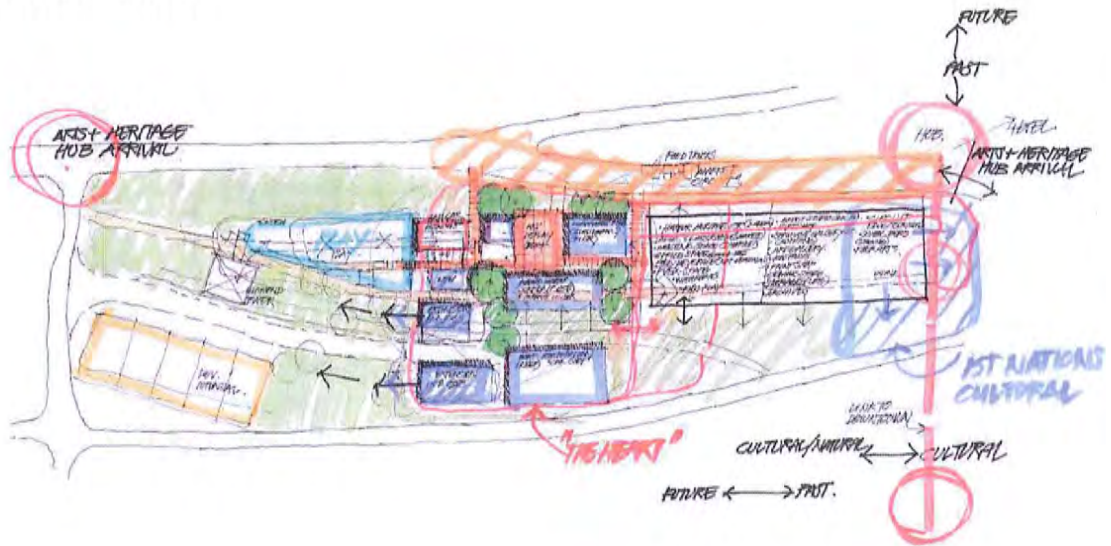
## Stakeholder Concepts

The group split into two teams to develop sketch concepts for the Hub. Several of the ideas expressed by the teams were similar while others varied. Following are the two concepts:

### Group 1 - Concept



Group 2 - Concept



### 3.0 PROGRAM NEEDS

Several tenants currently occupy space on the site, utilizing buildings and open spaces. The groups represented have prepared an analysis of their long term needs. This consultant has extrapolated the information and filled in blanks for floor areas where none existed. As well, other spaces are suggested to round out the activities of the Hub. The following table is a synopsis of the suggested floor areas to be included in the Hub.

<b>GROUP</b>	<b>INDOOR AREA</b>	<b>OUTDOOR</b>
<b>Arts Council of Ladysmith</b>		
Gallery	1,200	
Kitchen/bathroom	400	
Studio/office	1,000	
2 art classrooms	1,000	
Fabric classroom	700	
Printmaking shop	700	
Pottery studio	1,000	
Framing shop	500	
Photo darkroom	200	
Support space	500	garden
Sub-total	7,000 sf	
<b>Ladysmith Maritime Society</b>		
Harbour Heritage Centre/archive	950	
Archive	150	
Administration	1,000	
Multi-function room	1,000	
Storage	700	
Car Shop boat restoration	3,000	access/loading
Multimedia theatre	700	
Support space	500	
Sub-total	8,000 sf	varies

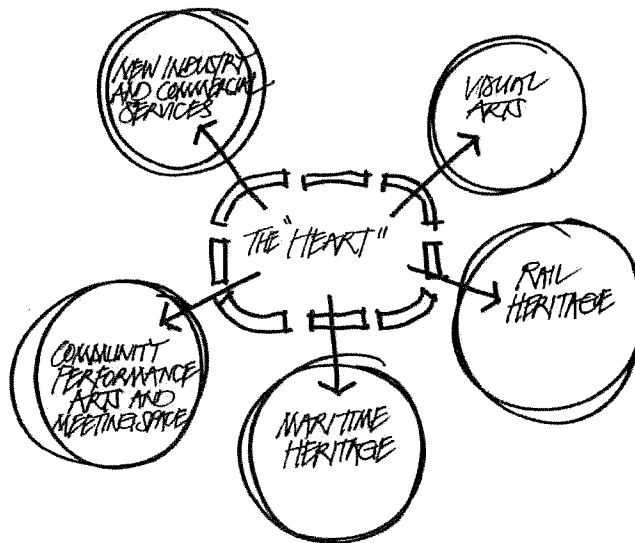
<b>Ladysmith and District Historical Society</b>		
Locomotive shop	1,560	
First aid building	240	
Loci /artifact display	1,500	
Compound display	700	1,900
Trackage artifact storage		varies
Sub-total	4,000 sf	1,900 sf
<b>John Marston artist</b>		
Carving studio	2,000	
Covered area		1,000
Sub-total	2,000	1,000 sf
<b>Dennis Brown artist</b>		
Studio	700	
Sub-total	700 sf	none
<b>Other program components</b>		
Shared classroom	1,000	
Gift shop	750	
Café	750	patio
Artist studios	4,500	work/display
Community meeting place	10,000	patio
Industrial arts	5,000	work/display
Public/staff washrooms	1,000	
Sub-total	23,000 sf	varies
<hr/>		
<b>TOTAL HUB PROGRAM</b>	<b>44,700 SF</b>	<b>VARIES</b>

In the short term, the specific tenants listed above can be accommodated in existing space located on the site.

## 4.0 DESIGN CONCEPT

### The "Big Idea"

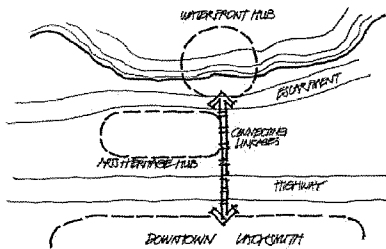
All great places are founded on a Big Idea. The Hub will be a meeting place for the people of Ladysmith, for tourists, and for those who work on the site. Here, arts and heritage activities of the community come together in a vibrant, interactive and creative place. It will be interesting; it will spawn curiosity; and, it will be fun for all.



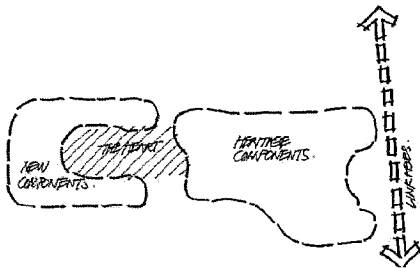
## Planning Concepts

Several planning concepts inform the new plan for the Hub.

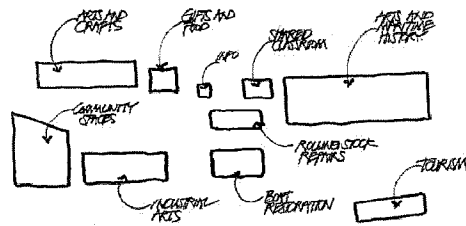
- 1 The Arts and Heritage Hub is a major component of the Waterfront Plan and serves as the connecting link between downtown and activities on the waterfront.



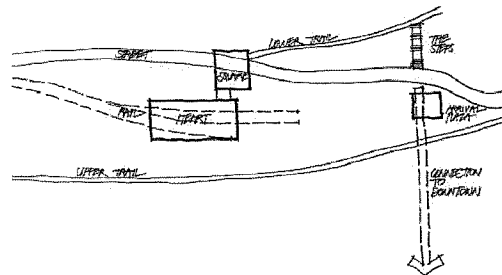
- 2 The existing heritage buildings are complemented by new buildings to form an open space at the centre of the site that will support a variety of outdoor activities and become the "heart" of the Hub.



- 3 A diversity of arts and heritage activities contribute to the cultural goals of the project.



- 4 The existing movement corridors on the site, as well as new connecting pieces, form the basis of the new open space framework.



## The Preferred Plan

The two concepts generated during the stakeholder workshop become the groundwork for a preferred plan for the site. The goal has been to produce a development strategy for the Arts and Heritage Hub that:

- 1 identifies and locates the preferred land uses and tenant types;
- 2 suggests the location and scale of buildings; and;
- 3 develops an exciting approach for the design of the public realm.

The site plan represents a diverse, collaborative and exciting approach to developing a cultural precinct in Ladysmith. It brings together in one place the combined interests of the visual arts, railway and maritime heritage, and first nations art. Most importantly, it is done in a manner that results in "creative placemaking". For those visiting the site there will be places for socializing, with the attraction and comfort of food and beverage, indoor and outdoor seating, and public washrooms.

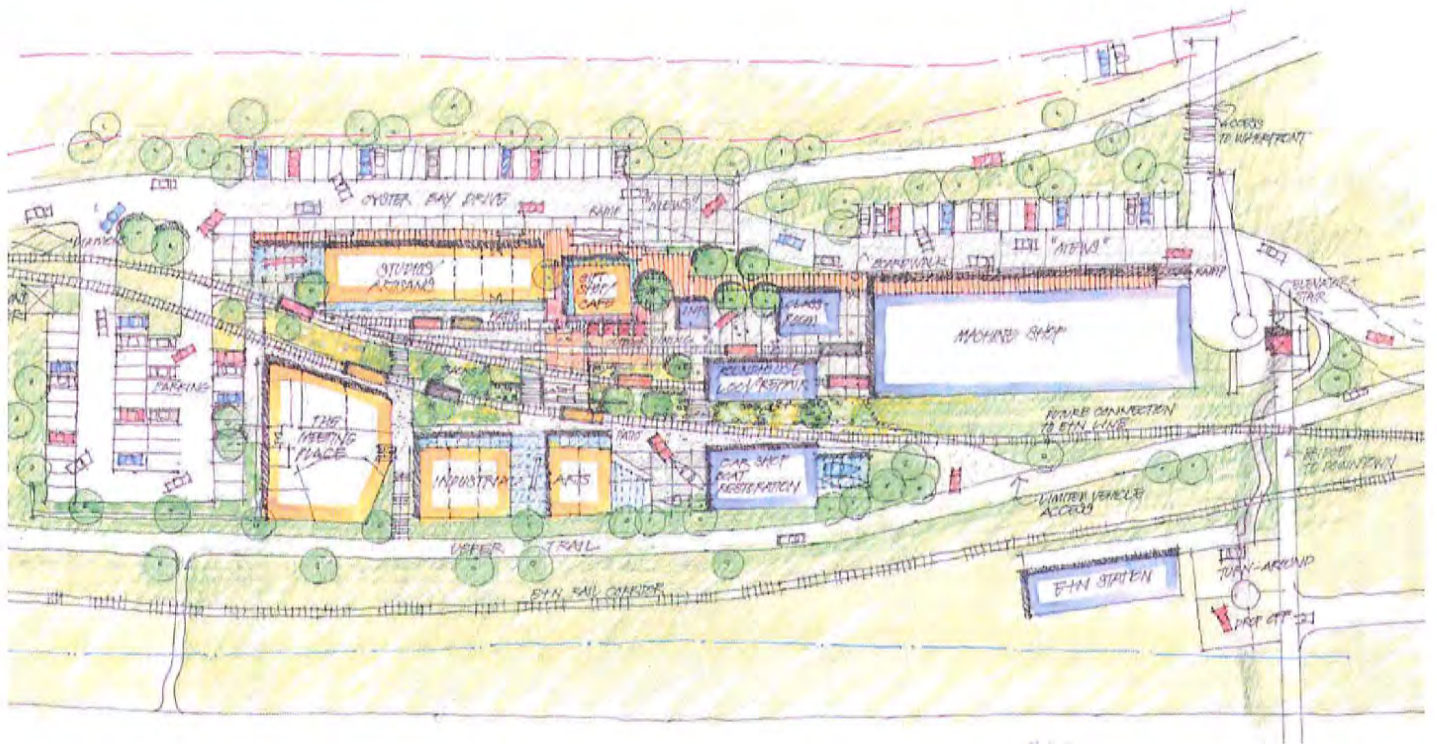
The key concept in the plan is to create a "heart" for the Hub located in the historic railyard of the Comox Logging and Railway Company. This central space will be used for a multiplicity of activities, including rail artifact repair and display, public gatherings, small concerts, patio seating with food and beverage, art display, and many others.

Surrounding the heart, and creating well-defined edges to the central space, will be the full range of historic and cultural uses contained in the program.

A major consideration of the plan has been to ensure its connectivity to downtown and the waterfront. Existing pathways are respected and new ones added. Truck service and emergency access is provided. Oyster Bay Road is reimagined as a "mews" with character paving and landscaping. Parking is provided along streets and in new lots. And, provision is made in the plan for a new pedestrian overpass from the Machine Shop to the historic museum building on the north side of Gatacre Street. The place will not survive if people cannot get there by foot, by bike and by car.



Concept Plan





East-West section through the site looking North



North-South section through the site looking East

## The Architecture

The plan builds on the character of the existing precinct. Old buildings will be renovated to express their historic qualities, materials and colours. New buildings will be modern but done in a way that is fully compatible and complimentary with the old. Defining features will include the use of heavy timber and engineered timber structures, multi-paned windows, large opening doorways, metal cladding, and flat or gently-sloped roofs. Large overhangs will provide rain protection above outdoor walkways and patios. Colour and signage will bring life to the precinct.

### Historic Buildings in the Plan

#### 1943 Machine Shop – 27,000 square feet (sf)

The Machine Shop will be renovated to achieve seismic and code upgrades, energy and envelope improvements, and a new roof. The building will accommodate The Arts Council, Ladysmith Maritime Society, Ladysmith and District Historical Society, and artists.



#### Roundhouse - 1,560 sf

The Roundhouse will be renovated to accommodate ongoing use for the repair of railway rolling stock.



#### Lunch Room/Washroom – 1,120 sf

The Lunchroom will receive similar upgrades and will become a classroom to be shared by all tenants.



**First Aid - 225 sf**

The First Aid Building will receive similar upgrades and become a location for disseminating information and interpreting the rich history of the site.



**CPR Station - 2,400 sf**

Further analysis is warranted to determine the future use of this building. Site works would be required to accommodate vehicular access for drop-off and parking.



**Car Shop - 3,000 sf**

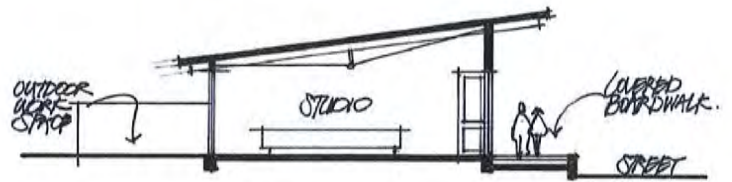
The car shop will be renovated to continue to be used for boat restoration.



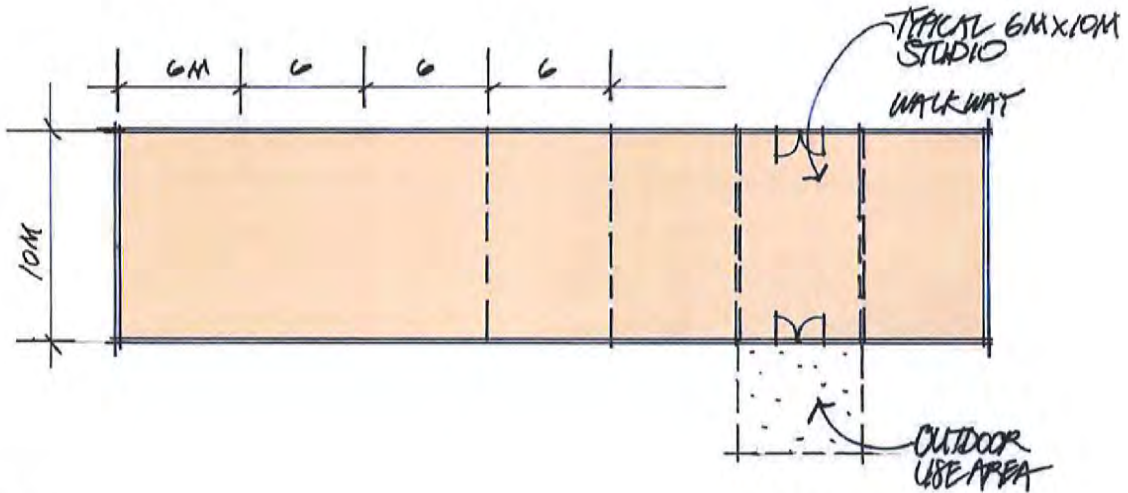
## New Buildings in the Plan

### Studio Building – 4,500 sf

The Studio Building is designed to house Stz' minus First Nation carvers and other artists. The intent is to showcase modern, indigenous design through the architecture and the arts and crafts produced within this building.



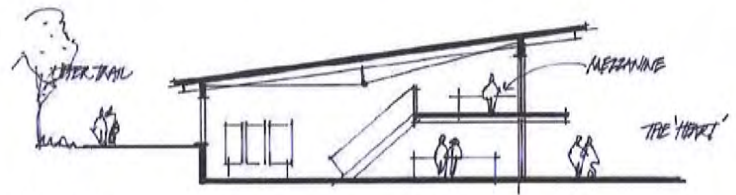
Cross Section



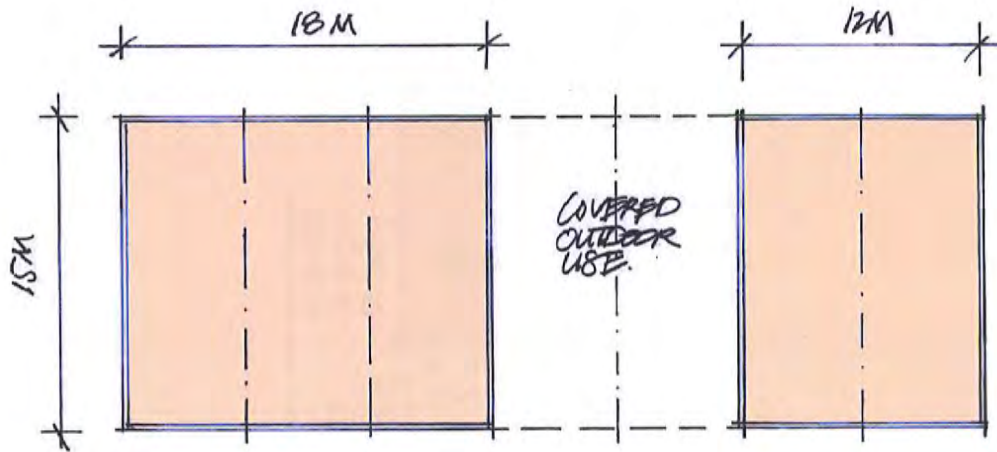
Plan

**Industrial Arts - 4,800 sf**

The Industrial Arts Building is an industrial space to be used for light industrial and cottage industry and crafts tenants.



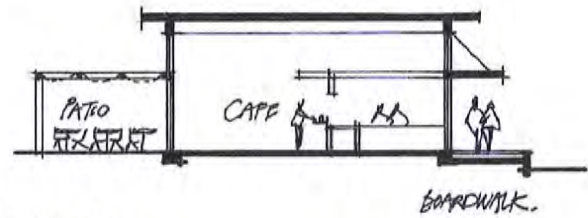
Cross Section



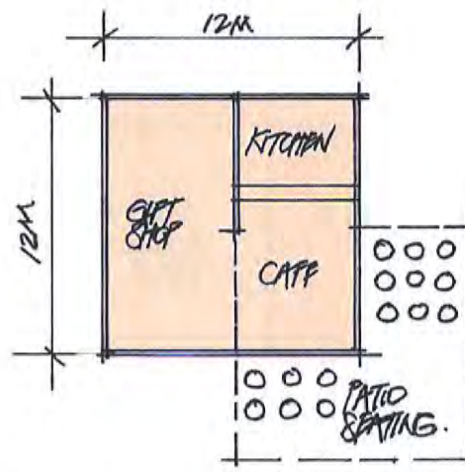
Plan

**Café/Gift Shop – 1,500 sf**

This new building will house a shared gift shop and a commercial café serving light food and drinks. It will be the social heart of the Hub.



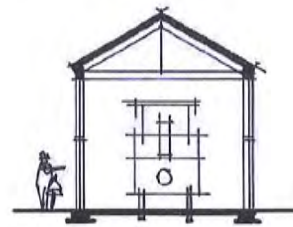
Cross Section



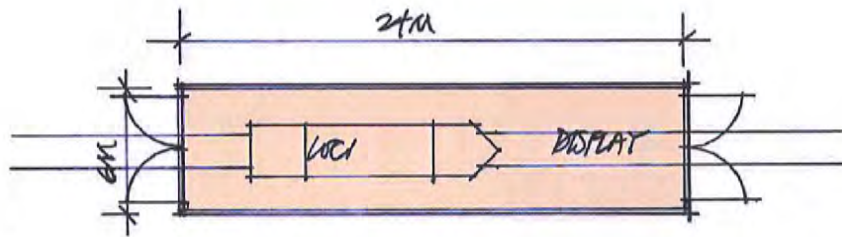
Plan

### Rolling Stock Display Shed – 1,500 sf

This open air building would serve as a permanent display space for rolling stock offering protection from the elements.



Cross Section

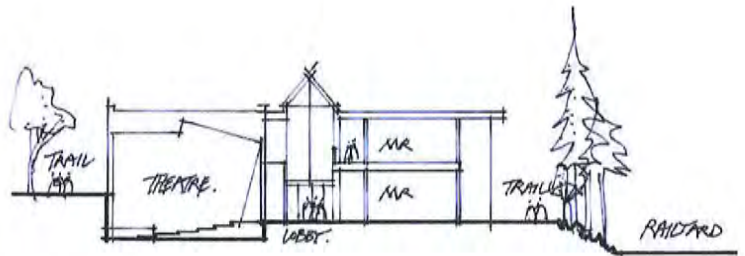


Plan

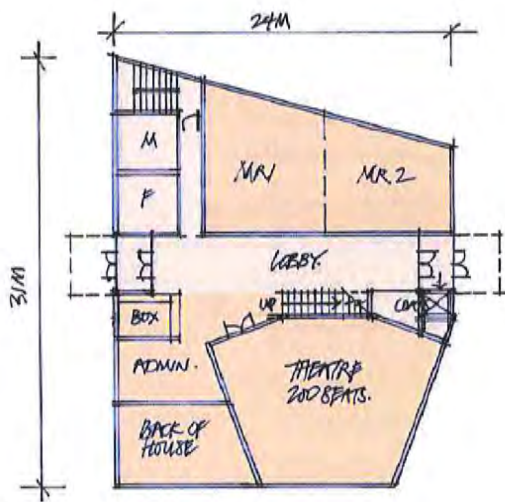


**Community Meeting Place – 10,000 sf**

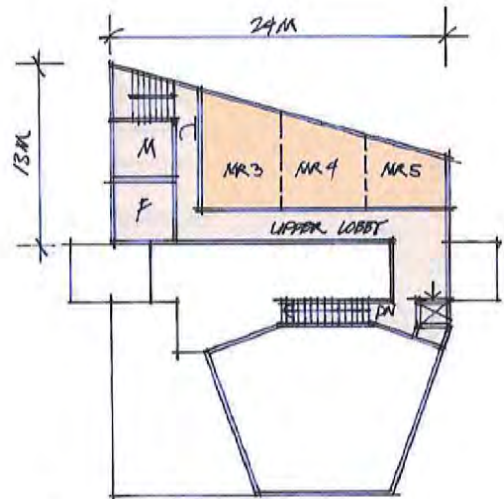
The concept for this building is to provide new space for the broader community of Ladysmith to accommodate performance, in an intimate "black box" theatre, meetings and conferences, and social gatherings. The building can also be used by tenants on the site requiring flexible, meeting space.



Cross Section



Main Floor Plan



Second Floor Plan

## The Public Realm

The public realm of the Arts and Heritage Hub plays an important role in supporting the project's "guiding principles"; most notably, by providing places for social interaction, authentic interpretation of history, diversity of activities, flexibility of uses, and expressing the relationship between the Town of Ladysmith and the Stz'uminus First Nation. These objectives can be fulfilled by carefully designing and positioning the buildings to form dynamic spaces and by strengthening the relationship between indoor and outdoor activities. The intent is to create a place that fits its setting. Rather than highly-refined, urban treatments, it is more appropriate to design spaces that are robust and slightly "gritty", suited to the historic character.

The streets, trails, walkways and open spaces of the precinct comprise the public realm. One of the drivers of the concept design is to make a great place for both the people who work there and for those who visit. The public realm consists of the following key design elements:

- 1 Streets
- 2 The Plinth
- 3 The Heart
- 4 Patios
- 5 Walkways
- 6 Parking Areas
- 7 Slopes and Natural Areas
- 8 Connections

## 1 Streets

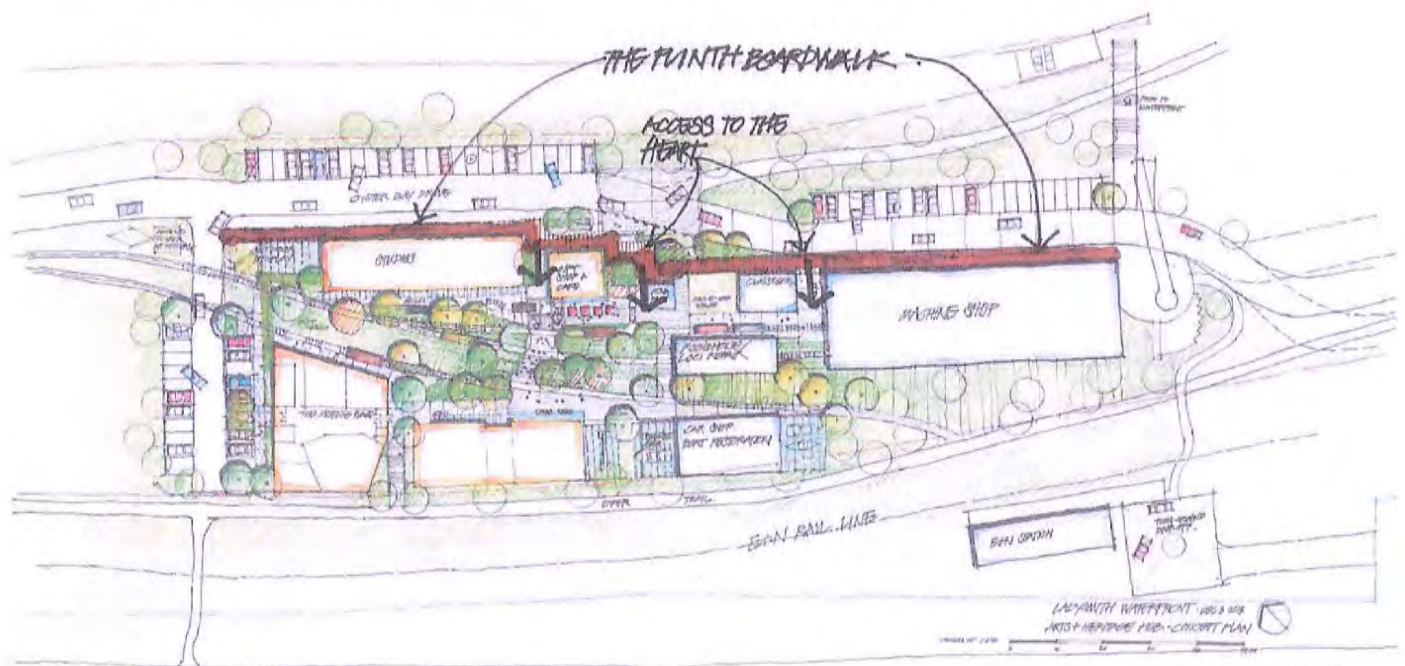
Oyster Bay Drive provides the primary vehicular access to the site from the north and south. The intent is to design this corridor as part of the Hub, rather than a road that passes beside it. This is accomplished by introducing higher quality, textured paving in certain areas. It is also possible to "bump up" the road elevation by a few inches to provide a safe-crossing zone for pedestrians. Special treatments, including the "Diamond and

Diamond Tower" at the arrival point from the north, and the new overpass, stair and elevator at the south end of the precinct will help to identify the Hub as a special place along the corridor. The small-scale roadway that leads down to the waterfront can either continue to be used as a vehicular link or become a route used exclusively by pedestrians and bicyclists.



## 2 The Plinth

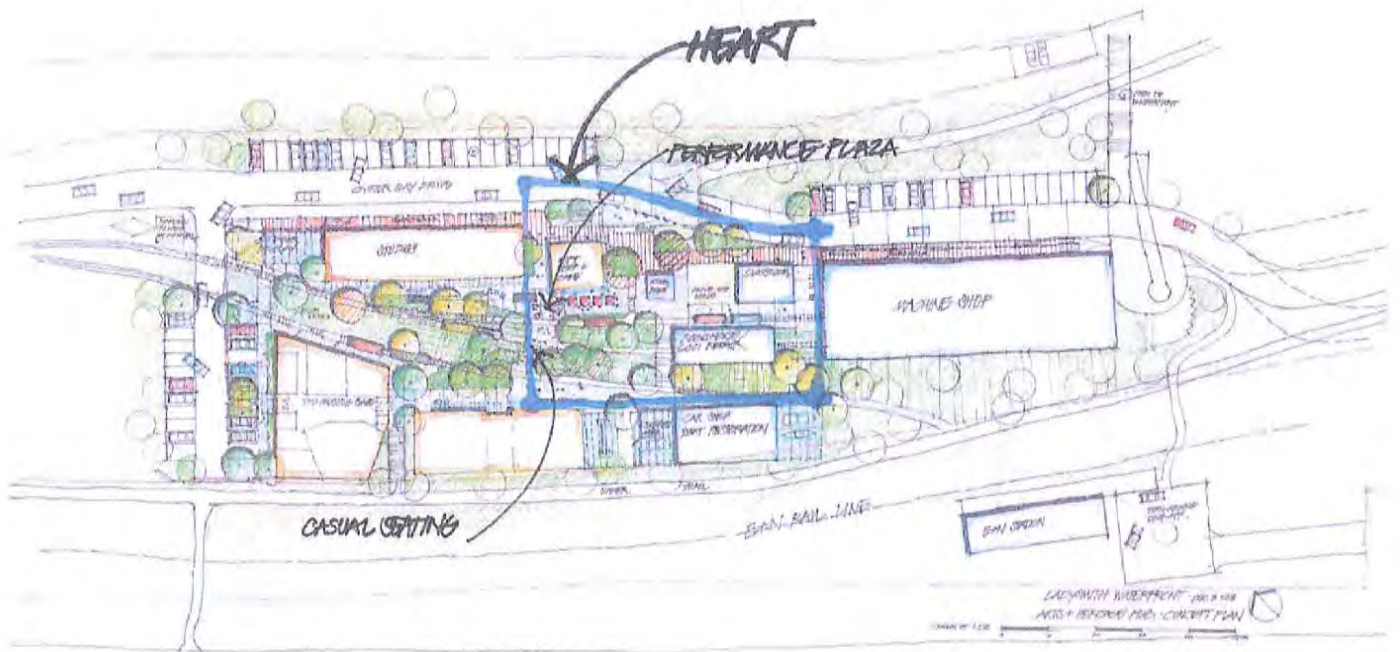
A boardwalk is proposed along the edge of Oyster Bay Drive the full length of the Hub, linking the Machine Shop with new buildings to the north. This element is a direct result of the site being slightly elevated above grade. It will replace the existing red paver walkway and will serve to unify the prominent edge that faces Oyster Bay Drive, symbolically linking past, present and future. It will also act as a threshold through which one passes to arrive at the heart of the project.



### 3 The Heart

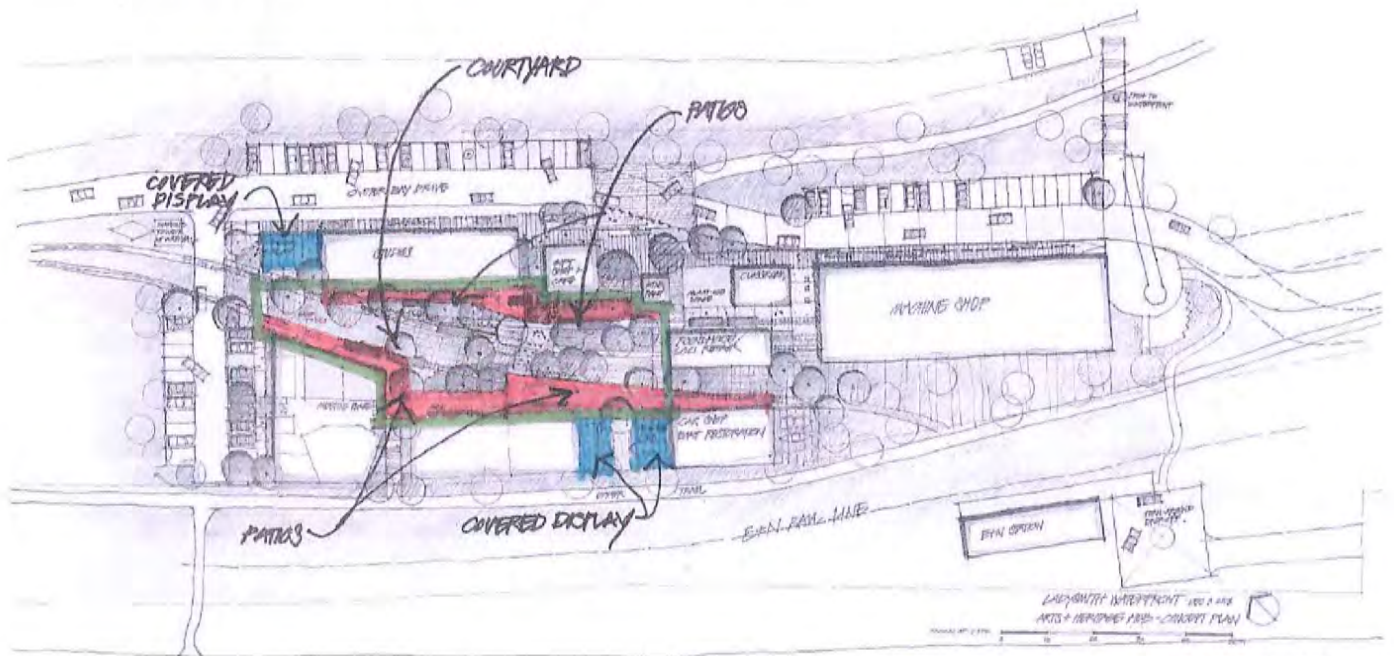
A central space, extending from the north edge of the existing Machine Shop to the new Studios building has been identified as "The Heart". This space is the historic railyard and is to become the special place within the Hub and would include outdoor dining patios, a performance area with terraced seating, casual/moveable seating, and display areas for temporary art exhibitions. The Heart would have a higher level of furnishings, finishes and potentially catenary lighting. Two

or three existing trees would be protected and saved. All of the rail lines located in the Hub will be retained and restored with the exception of the spur that lies closest to Oyster Bay Road, the site of the new Studio Building. The upper rail line will also be extended to its original connection with the E & N rail line to the south. This will all allow for the movement of rolling stock in and out of the site, and the potential use of "speeders" for tour rides.



#### 4 Patios

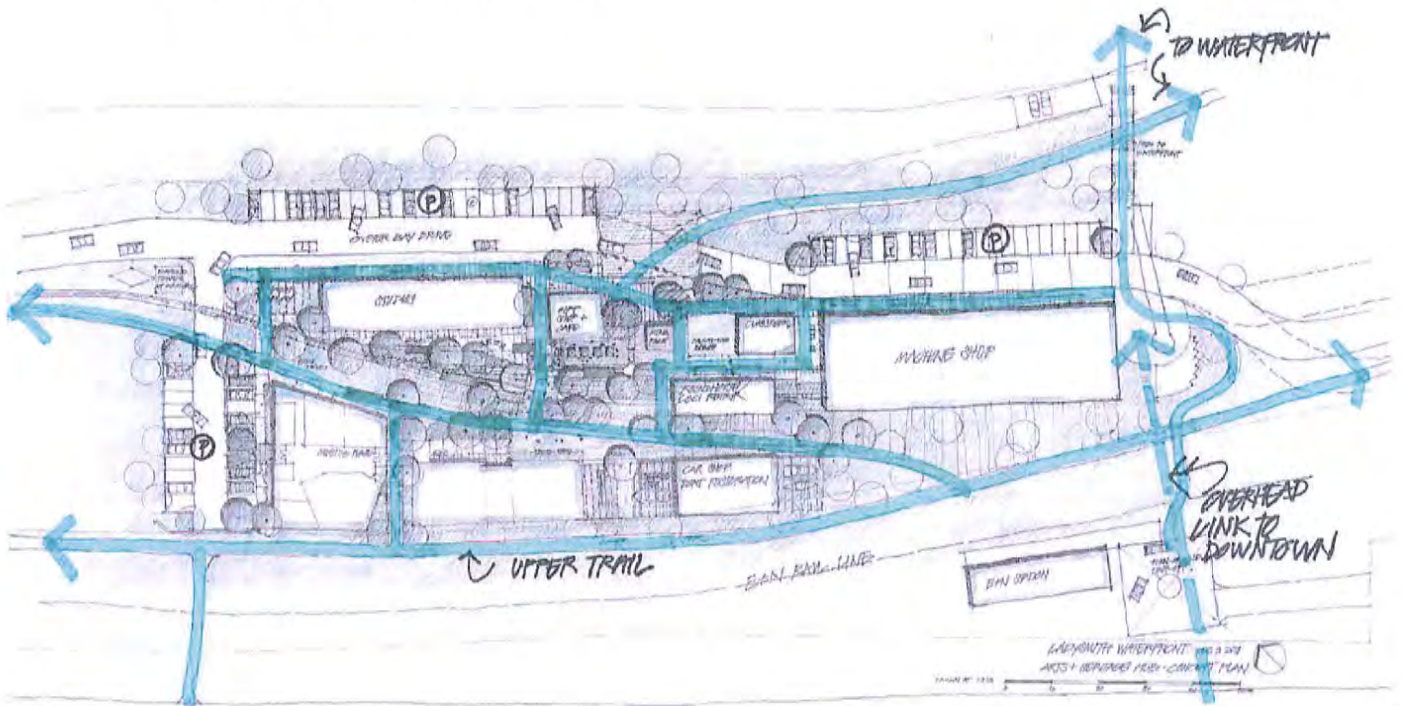
Positioning of new buildings in relation to existing buildings, allows for the creation of a central public open space with internally-oriented perimeter patios. These patios can have multiple uses including art display, interactive exhibits, performances and special events. They can also be used for casual seating. Adjacent to these patios, there is potential to provide covered demonstration areas where visitors can observe artisans carrying out their work.



## 5 Walkways

The public realm concept for the Hub is "pedestrians-first". It is recognized that many visitors will arrive by car but the intent is for the vehicles to be parked and the amenities enjoyed on foot. The site occupies one of a series of terraces stepping from the downtown to The Hub, to the waterfront. A trail system linking these places together is an important objective to achieve over time. The upper level trail, located on an old rail

line provides another access point to the site. Stair access to the courtyard space from this trail should be provided.



## 6 Parking Areas

Parking is proposed along the east edge of Oyster Bay Drive and also in a formalized lot to the north of The Hub. All parking spaces are to be arranged at 90 degrees to maximize their number and to provide access for vehicles traveling from both directions. Due to grade changes, it is anticipated that retaining walls may be required in certain areas.

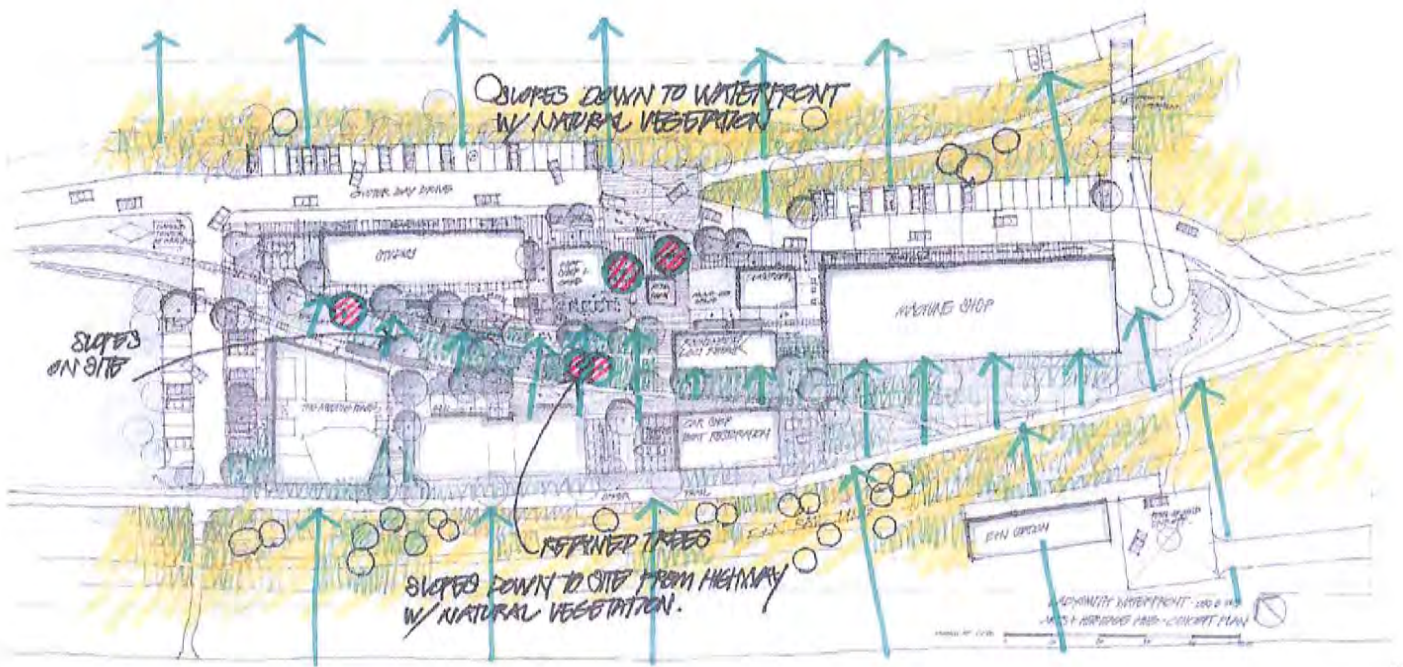




## 7 Slopes and Natural Areas

The Hub site occupies one of a series of terraces that cascade down from the upper community to the waterfront. Within this terrace, a series of smaller grade changes exist between four, short rail spur lines. These level changes will be incorporated into the design of the spaces in the form of courts, patios and seating for performances. Stairs will connect the different levels. Barrier free routes will also exist as the grades level out toward the north end of the

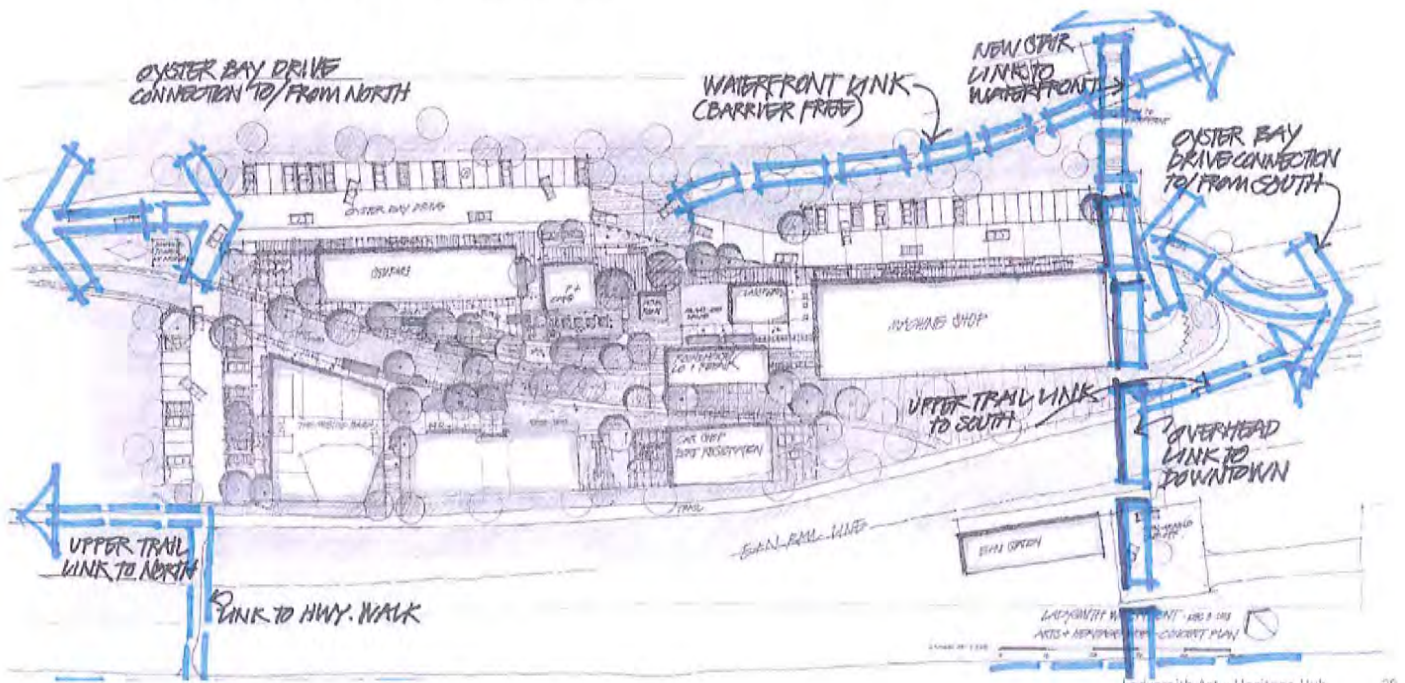
courtyard. Where possible, existing trees and natural areas will be retained and left undisturbed. The rail spurs are to remain as an important historical reference and as a means for bringing rolling stock into and out of the courtyard. One of these lines extends through the Roundhouse and Machine Shop as an important component of the project. It is recognized that there will need to be service and emergency vehicle access provided to all facilities on the site.



### 8 Connections

It is important that the Arts and Heritage Hub is well-integrated into the Waterfront Plan area and the larger community by all modes of transportation, including vehicles, cyclists and pedestrians. Vehicular access is via Oyster Bay Drive from the north and south. There is also potential to provide an east/west pedestrian link that fully connects the downtown area to the waterfront. This link can be accomplished by introducing an elevated bridge structure from the

downtown, over the highway and the E&N rail corridor, and arriving at the plaza at the south end of the Machine Shop. The trail would then continue down a new stair from Oyster Bay Drive to the waterfront. Barrier-free access can be provided utilizing the existing roadway that currently connects to the harbour.





## 5.0 Project Budget

To ensure that the financial impacts of the plan are fully understood a construction cost estimate has been prepared for the Hub by the cost consulting firm, BTY Group. The estimate breaks down the project cost into its constituent parts to form a grocery list of construction items. This approach allows for the logical phasing of construction works as funding becomes available.

The following is a cost summary; the full estimate can be found in the appendix of this report.

Ladysmith Arts + Heritage Hub Study  
Class D Estimate #1  
January 14, 2019



### APP I: Project Cost Summary

		Estimated Cost
<b>A.</b>	<b>LAND COST</b>	<i>excluded</i> \$0
	A1 Land	0
	A2 Legal Fees	0
<b>B.</b>	<b>CONSTRUCTION</b>	\$21,414,000
	B1 Site Development	1,996,200
	B2 Existing Buildings	6,532,200
	B3 New Buildings	9,205,600
	B4 Contingencies	3,680,000
<b>C.</b>	<b>INFRASTRUCTURE / OFF SITE WORKS - ALLOWANCE</b>	\$750,000
	C1 Roadwork and utilities outside the property lines	750,000
<b>D.</b>	<b>PROFESSIONAL FEES</b>	15.0% \$3,212,100
	D1 Programming	incl.
	D2 Architectural	incl.
	D3 Structural	incl.
	D4 Mechanical	incl.
	D5 Electrical	incl.
	D6 Quantity Surveying	incl.
	D7 Acoustic	incl.
	D8 Equipment Consultant	incl.
	D9 Code Consultant	incl.
	D10 Other Consultants and Disbursements	incl.
<b>E.</b>	<b>CONNECTION FEES &amp; PERMITS</b>	<i>excluded</i> \$0
	E1 Rezoning Cost	0
	E2 OCC & Building Permits	0
<b>F.</b>	<b>MANAGEMENT &amp; OVERHEAD</b>	<i>excluded</i> \$0
	F1 Project Management Fee	0
	F2 Owners Planning and Administrative Cost	0
	F3 Project Insurance	0
	F4 Project Commissioning, Move-In	0
<b>G.</b>	<b>FURNISHINGS, FITTINGS &amp; EQUIPMENT</b>	<i>excluded</i> \$0
<b>H.</b>	<b>GOODS &amp; SERVICES TAX (GST)</b>	<i>excluded</i> \$0
<b>TOTAL PROJECT COST (2019 Dollars)</b>		<b>\$25,376,100</b>
<b>I.</b>	<b>ESCALATION</b>	<i>excluded</i> \$0
	I1 Escalation Reserve	0
	I2 FF & E Escalation	0
<b>ESCALATED PROJECT COST (2019 Dollars)</b>		<b>\$25,376,100</b>

Notes: Where zero dollar values are stated, BTY has excluded these costs and the values should be carried in a separate budget (if applicable).



## 6.0 IMPLEMENTATION

### Critical Mass

Of importance, is the concept of critical mass. For a place to be successful it is best to develop the most important, character-defining elements as a single phase of construction. This approach allows the project to gain momentum, with enough to do on-site that people will be attracted to visit and enjoy the place. However, the plan has been set up as a framework, where holes are intentionally left for future development as funding becomes available.

### Phasing Strategy

Project phasing will likely be a prerequisite of the Hub simply due to the availability of funding. The initial phase(s) of work should focus on the areas of critical need. In this case, it is the repair of the site's most important asset, the 1943 Machine Shop. Future phases can then fill in the spaces that are required to achieve the critical mass for success.

A preliminary assessment suggests six phases, as follows:

- 1 The Machine Shop seismic, code upgrade and new roof;
- 2 The Machine Shop architectural, mechanical, electrical and interiors upgrade;
- 3 Oyster Bay Road and parking areas, the plinth and boardwalk, the Studios and the Gift Shop/Café building;
- 4 Renovation of the historic buildings, including the Lunchroom, First Aid, Roundhouse and Car Shop, and construction of the "heart" space, and adjacent open areas;
- 5 Construction of the Industrial Arts buildings and site walkways;
- 6 Construction of the Community Meeting Place and north parking lot.

### **Recommendations**

As a result of this study, and to advance the project, it is recommended that:

- 1 Council receive and approve this Concept Design Report for the Arts and Heritage Hub and authorize staff to proceed to the next steps in the implementation process;
- 2 The existing tenants and stakeholders, the SFN, and the broader public be informed of the concepts and recommendations of this report;
- 3 A detailed location/leasing plan be prepared for all tenant spaces, and leases be formalized with existing tenants;
- 4 The funding process be determined and initiated to allow the first phases of the project to proceed
- 5 A parking management plan be prepared to rationalize the number, location, use and operation of parking spaces serving this area. For example, allocating dedicated parking for marina users; staff parking; and, short-term public parking located along Oyster Bay Road in front of the Hub; and,
- 6 The next stages of consultant services be contracted to finalize project design, costing, and the implementation of the first phases of the project.

## 7.0 APPENDIX

### 7.1 Stakeholder Workshop

DATE:	23 November 2018
LOCATION:	The Machine Shop, Ladysmith, BC
PARTICIPANTS:	Arts Council of Ladysmith The Ladysmith Maritime Society The Ladysmith and District Historical Society John Marston, Stz'uminus artist Dennis Brown, artist, represented by his wife
CONSULTANTS:	Norm Hotson of Hotson Architecture Inc. Kim Perry of Perry and Associates, Landscape Architects
TOWN STAFF:	Kim Fowler Clayton Postings Julie Tierney

### EXERCISE 1:

WHAT ARE THE KEY WORDS THAT DESCRIBE THE  
IDEA OF AN ARTS AND HERITAGE HUB?

#### QUALITIES OF THE PLACE

- Intercultural and intergenerational experiences and learning
- Year round, day and evening, programs
- Linking past, present and future - history of the harbour - first nations, town development, industry, environmental degradation, future vision
- Integration of economic, socio/cultural and environmental
- Honouring Stz'uminus history and culture
- Joint programming of the arts, education and history
- Balancing community needs and desires with tourism
- Building on existing strengths and successes
- Shared / communal use
- Mixed use that manages compatibility of interests
- Arts and creativity central to all elements
- Safe and secure
- Diverse
- Engaging
- Active



#### **THE PROCESS FOR ACHIEVING SUCCESS**

- Cooperation
- Communication
- Unity amongst all users
- Room for everyone
- Public interaction
- Identification of all stages of development
- Strength in equal and diverse partnerships
- Relate all users to a common vision
- Understanding the meaning of "heritage"
- Sharing volunteers
- Using technology to advantage

#### **PROPOSED USE OF THE SITE**

- Showcase past industry – coal, lumber, oysters, fishing
- Education
- Art
- Heritage preservation
- Public art that shares stories of the place
- Lots to do - activities and facilities
- Heritage boat restoration/repair – open door for public viewing
- Family boat building
- Connection to waterfront – education, multi-media, interactive
- Commercial uses tied to the marina
- Travelling exhibits
- Tourism and recreation
- Eco tourism – multi-media theatre, real time participation

#### **SITE PLANNING CONSIDERATIONS**

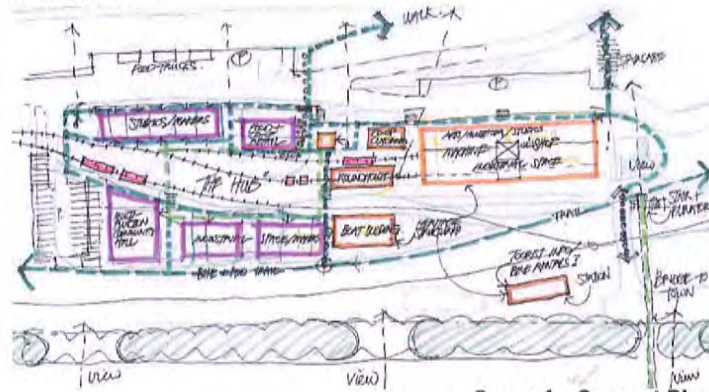
- Information and directional signage
- Ease of accessibility
- Visible connection to the waterfront
- Community gathering areas
- Landscaping
- Lighting and security
- Parking
- Identification of future development sites
- Existing amphitheatre for common programming
- Create a "heart"
- Connections to downtown and waterfront
- Pathways for pedestrians, bikes, scooters, prams
- A village concept
- Places to sit with water view

#### **SPECIFIC SPACES AND PROGRAMS FOR THE SITE**

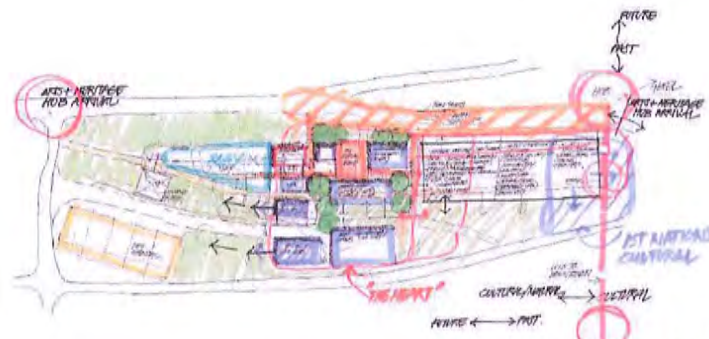
Flexible and shared spaces  
Art studios  
Classrooms  
Working rail equipment  
Community space / meeting rooms - rentals  
Community art gallery  
Gift shop – shared  
Public / staff washrooms  
First nations carving studio / shed  
Passenger rail tours – using speeders  
Museum and archives located uptown, not here.

**EXERCISE 2:**

**WHAT ARE YOUR SPECIFIC IDEAS FOR THE PLANNING AND DESIGN OF THE SITE?**



**Group 1 - Concept Plan**



**Group 2 - Concept Plan**

### **CONSULTANT SUMMARY OF THE THEMES THAT EMERGED FROM THE DAY'S DISCUSSION**

1 – The principal uses in the Hub should focus on the arts, making and repairing things, and the interesting history of the site.

2 – The project should demonstrate, through tangible elements, the strong partnership between the Town of Ladysmith and the Stiz'uminus First Nation.

3 – By encouraging a diversity of activities on the site it will be more attractive to both locals and visitors to Ladysmith.

4 – In representing history, authenticity and interaction are of paramount importance, rather than simply static displays.

5 – Spaces in the project should be flexible, supporting a multitude of activities, and shared by the various users and tenants on site.

6 – The project must be well-connected to both the downtown and the waterfront, for walking, biking and driving (parking), ensuring people have convenient access to the place.

7 – Architectural design should respect the historic character of the site while clearly articulating new from old.

8 – A well-conceived, public realm design should be built in tandem with building upgrades and new construction to ensure that the site is accessible, active, inviting, safe and secure.

9 – The project should be planned for incremental development over time where spaces are left for future buildings or open spaces.

10 – The design and construction of the project may be of modest proportions to stretch the availability of funding. Good design does not have to be expensive.

These themes and observations can form the basis of a set of "guiding principles" for the make-up and design of the Arts and Heritage Hub project.

## 7.2 BTY Group Cost Report

Ladysmith Arts + Heritage Hub Study  
Class D Estimate #1  
January 14, 2019



### APP I: Project Cost Summary

		Estimated Cost
<b>A: LAND COST</b>	<i>excluded</i>	\$0
A1 Land		0
A2 Legal Fees		0
<b>B: CONSTRUCTION</b>		\$21,414,000
B1 Site Development		1,996,200
B2 Existing Buildings		6,532,200
B3 New Buildings		9,205,600
B4 Contingencies		3,680,000
<b>C: INFRASTRUCTURE / OFF SITE WORKS - ALLOWANCE</b>		\$750,000
C1 Roadwork and utilities outside the property lines		750,000
<b>D: PROFESSIONAL FEES</b>	15.0%	\$3,212,100
D1 Programming		incl.
D2 Architectural		incl.
D3 Structural		incl.
D4 Mechanical		incl.
D5 Electrical		incl.
D6 Quantity Surveying		incl.
D7 Acoustic		incl.
D8 Equipment Consultant		incl.
D9 Code Consultant		incl.
D10 Other Consultants and Disbursements		incl.
<b>E: CONNECTION FEES &amp; PERMITS</b>	<i>excluded</i>	\$0
E1 Rezoning Cost		0
E2 DCC & Building Permits		0
<b>F: MANAGEMENT &amp; OVERHEAD</b>	<i>excluded</i>	\$0
F1 Project Management Fee		0
F2 Owners Planning and Administrative Cost		0
F3 Project Insurance		0
F4 Project Commissioning, Move-In		0
<b>G: FURNISHINGS, FITTINGS &amp; EQUIPMENT</b>	<i>excluded</i>	\$0
<b>H: GOODS &amp; SERVICES TAX (GST)</b>	<i>excluded</i>	\$0
<b>TOTAL PROJECT COST (2019 Dollars)</b>		\$25,376,100
<b>I: ESCALATION</b>	<i>excluded</i>	\$0
J1 Escalation Reserve		0
J2 FF & E Escalation		0
<b>ESCALATED PROJECT COST (2019 Dollars)</b>		\$25,376,100

Notes: Where zero dollar values are stated, BTY has excluded these costs and the values should be carried in a separate budget (if applicable).

Description	Quantity	Unit	Rate	Amount
<b>B1 Site Development</b>				
Demolition allowance related to site development	1	sum	150,000.00	150,000
Allowance for site regrade & upgrading the existing site utilities within the property lines to accommodate the new development	1	sum	700,000.00	700,000
Allowance for modification to existing roadwork	1	sum	200,000.00	200,000
On-Site Landscape Cost - provided by Perry and Associates				
<b>A. Parking Stalls &amp; New Road</b>				
New gravel parking	1,841	m <sup>2</sup>	40.00	73,600
Vehicular rated special unit paving (incl. edger)	306	m <sup>2</sup>	120.00	36,700
Grading & preparation	2,147	m <sup>2</sup>	10.00	21,500
<b>B. Paths</b>				
Concrete or unit paving	777	m <sup>2</sup>	90.00	69,900
CIP concrete stairs	149	m <sup>2</sup>	400.00	59,400
Grading & preparation	925	m <sup>2</sup>	10.00	9,300
Railings	113	m	120.00	13,500
<b>C. Wood Boardwalk</b>				
Boardwalk	689	m <sup>2</sup>	250.00	172,300
Bull rail	191	m	40.00	7,600
Demolition of retaining walls	9	m <sup>2</sup>	60.00	500
<b>D. Amenity Plaza Area</b>				
Special unit paving (incl. edger)	519	m <sup>2</sup>	120.00	62,300
<b>E. Pavilions</b>				
Concrete or unit paving	404	m <sup>2</sup>	90.00	36,400
Weather protection structures (see Arch.)				
<b>F. Rough Grass</b>				
Rough grass incl. topsoil	2,706	m <sup>2</sup>	5.00	13,500
Grading & preparation	2,706	m <sup>2</sup>	10.00	27,100
<b>G. Planting (Assume 50% New Planting)</b>				
Trees	55	no	400.00	22,000
Indigenous planting incl. topsoil	1,245	m <sup>2</sup>	70.00	87,200
Grading & preparation	1,245	m <sup>2</sup>	10.00	12,500
Irrigation	1,245	m <sup>2</sup>	20.00	24,900
<b>H. Site Furnishings &amp; Features</b>				
Benches	12	no	1,500.00	18,000
Bike racks	3	no	1,000.00	3,000
Bollards	20	no	750.00	15,000
Trash cans	5	no	1,000.00	5,000
Performance tents	1	sum	20,000.00	20,000
Signs / wayfinding & directional	1	sum	25,000.00	25,000
Interpretative structures	1	sum	20,000.00	20,000
Miscellaneous	1	sum	40,000.00	40,000
Site lighting	1	sum	50,000.00	50,000

Description	Quantity	Unit	Rate	Amount
<b>B2 Existing Buildings</b>				
<u>Renovation of the existing Machine Shop:</u>	1	sum	3,312,200	3,312,200
Cost according to BTY's Class D Estimate dated May 8, 2018				
Building upgrades & retrofit for new function program				
Renovation to the back shop area into Brewpub				
Renovation to the north half of the back shop into community meeting place				
Retain LMS Marine Heritage at street level and repurpose other spaces into small, independent artist studios				
Anticipated works include interior retrofit, structural reconfiguration for new exit, M&E associated retrofit works				
Extra over for seismic upgrade - provided by engineer	1	sum	1,300,000	1,300,000
<u>Renovation of the existing Lunchroom / Washroom:</u>	1	sum	300,000	300,000
Wood framed structure				
New perimeter foundation walls				
Demolition to interior partitions				
New interior finishes				
New roofing				
Restore / replace exterior windows & doors				
Patch & paint exterior walls				
New heating & electrical systems				
No plumbing required				
<u>Renovation of the existing First Aid Building:</u>	1	sum	200,000	200,000
Wood framed structure, same scope as above				
<u>Renovation of the existing Roundhouse Building:</u>	1	sum	420,000	420,000
Wood framed structure, same scope as above				
<u>Renovation of the existing Car Shop Building:</u>	1	sum	600,000	600,000
Wood framed structure, same scope as above				
Extra over for reconstruct perimeter foundation walls to existing buildings	1	sum	400,000.00	400,000

Description	Quantity	Unit	Rate	Amount
<b>B3 New Buildings</b>				
<u>New Building - Café w/ Kitchen &amp; Gift Shop</u>	144	m <sup>2</sup>	4,200.00	604,800
Foundation excavation w/ engineering fills				
Standard concrete foundations w/ SOG				
Timber framed exterior/interior walls & flat roof				
Aluminum storefronts w/ double doors to 2 sides				
Aluminum framed fix windows w/ openers				
Corrugated steel to exterior claddings w/ insulations				
2-Ply SBS membrane roofing w/ insulations				
Aluminum framed glazed entrance canopies				
Floor tiles to all interior floor area				
Painted drywalls to all interior walls & furring				
Suspended ceiling tiles to all ceiling area				
Misc. metals				
Millworks incl. bar counter, cabinets, shelves, & etc.				
Exterior/interior signages				
Complete mechanical system w/ heating & cooling				
Complete electrical system				
Extra over for Café kitchen equipment	1	sum	25,000.00	25,000
Extra over for exterior wood patio seating area w/ canopy and lightings to BLDG 6	108	m <sup>2</sup>	600.00	64,800
<u>New Building - Art Studios</u>	420	m <sup>2</sup>	3,600.00	1,512,000
Foundation excavation w/ engineering fills				
Standard concrete foundations w/ SOG				
Timber framed exterior/interior walls & sloped roof				
Aluminum storefronts w/ double doors to 2 long sides				
Aluminum framed fix windows w/ openers				
Corrugated steel to exterior claddings w/ insulations				
2-Ply SBS membrane roofing w/ insulations				
Wood soffits to exterior roof overhangs				
Movable partitions w/ supporting structure between studios				
Concrete sealer flooring to all interior floor area				
Painted drywalls to all interior walls & furring				
Exposed ceiling w/o paint				
Misc. metals				
Millworks incl. work tables, cabinets, shelves, & etc.				
Exterior/interior signages				
Complete mechanical system w/ heating & cooling				
Complete electrical system				

Description	Quantity	Unit	Rate	Amount
<b>B3 New Buildings</b>				
<b>New Building - Industrial Arts Buildings</b>	450	m <sup>2</sup>	4,000.00	1,800,000
Foundation excavation w/ engineering fills				
Standard concrete foundations w/ SOG & retaining walls				
Timber framed mezzanines & balconies w/ concrete toppings				
Metal stairs w/ glazed guardrails				
Timber framed exterior/interior walls & sloped roof				
Aluminum storefronts w/ double doors to 2 long sides				
Aluminum framed fix windows w/ openers				
Corrugated steel to exterior claddings w/ insulations				
2-Ply SBS membrane roofing w/ insulations				
Wood soffits to exterior roof overhangs				
Concrete sealer flooring to all interior floor area				
Painted drywalls to all interior walls & furring				
Exposed ceiling w/o paint				
Misc. metals				
Millworks incl. cabinets, display shelves, & etc.				
Exterior/interior signages				
Complete mechanical system w/ heating & cooling				
Complete electrical system				
Extra cover for exterior canopy and lightings to covered outdoor use between BLDG 8	180	m <sup>2</sup>	1,500.00	270,000
<b>New Building - The Meeting Place</b>	920	m <sup>2</sup>	4,800.00	4,416,000
Foundation excavation w/ engineering fills				
Standard concrete foundations w/ SOG & retaining walls				
Timber framed upper floors w/ concrete toppings				
Metal stairs w/ glazed guardrails				
Timber framed exterior/interior walls & flat roof				
Aluminum storefronts w/ double doors to entrances				
Aluminum framed fix windows w/ openers				
Aluminum framed window wall				
Corrugated steel to exterior claddings w/ insulations				
2-Ply SBS membrane roofing w/ insulations				
Aluminum framed sloped skylights on top of lobby area				
Aluminum framed glazed entrance canopies				
Wood soffits to exterior roof overhangs				
Movable partitions w/ supporting structure between MRs				
Floor tiles to all washrooms floor & BOH				
Carpet to all other areas				
Painted drywalls to all interior walls & furring				
Wall tiling to washrooms & BOH				
Suspended ceiling tiles to all other ceiling area				
Suspended drywall ceiling to washrooms & BOH				
Misc. metals				
Millworks incl. box counters, cabinets, display shelves, & etc.				
Misc. specialties				
Exterior/interior signages				
BOH equipment				
Hydraulic elevator				
Complete mechanical system w/ heating & cooling				
Complete electrical system				



Description	Quantity	Unit	Rate	Amount
<b>B3 New Buildings</b>				
<u>New Building - The Meeting Place (cont.)</u>				
Extra over for theatre area incl. finishes, seating, lightings, AV systems, & etc. in BLDG 9	150	m <sup>2</sup>	1,500.00	225,000
<u>New Building - Rolling Stock Display Building</u>				
Foundation excavation w/ engineering fills	144	m <sup>2</sup>	2,000.00	288,000
Standard concrete foundations w/ SOG				
Wood framed exterior walls & sloped roof				
Open structure				
Asphalt shingle roofing w/o insulations				
Concrete sealer flooring to all interior floor area				
Exposed ceiling w/o paint				
Misc. metals				
Exterior/interior signages				
Minimum electrical system & lighting				
<b>B4 Contingencies</b>				
Design Contingency			15%	2,660,000
Construction Contingency			5%	1,020,000
Escalation Contingency			excluded	
<b>Total Construction Cost</b>				<b>\$21,414,000</b>

## Request Changes to Arts & Heritage Concept Design Report

January 17, 2019

1. On page 3, under WAP section, add the text for the Hub from #9 on Waterfront Concept Plan, which is:  
“Identity, character, and existing conditions are enhanced in this key central area to further define it as a creative arts and culture, and heritage hub, building on current activities and structures. The Machine Shop is maintained.”
2. On page 7, Program Needs, add wording that this is a preliminary suggestion of space allocation based on long term needs analysis of existing users. Further consultation, review and approval is required. The allocation is provided to show one possible outcome utilizing the space available.
3. On page 9, the Design Concept needs to reference First Nations, just as rail and maritime heritage are referenced. The Waterfront Area Plan’s vision should be referenced of “vision of One Heart + One Mind: Itst uw’hw-nuts’ ul-wum (we are working as one) is to create a waterfront for now and future generations.” The Big Idea is intended to be an implementation of the WAP vision for the Arts & Heritage Hub sub-area. This also acknowledges there are other sub-areas of the WAP that also require further planning and funding.
4. In Phasing strategy on page 33, the first and second priorities are to be combined as they both address renovations to the Machine Shop. The second priority should be named “Oyster Bay Road Frontage Development”. Add the proposed cost breakdown, including the artist studios, gift shop & café, plinth, a renovation allowance for out buildings, and associated landscaping, parking and road improvements

## ARTS AND HERITAGE HUB - PHASE ONE CONSTRUCTION BUDGET

### SITE WORKS

1 Site demo, grading and utilities	300,000
2 Oyster Bay Mews and parking	130,000
3 Plinth Boardwalk	180,000
4 Landscaping allowance	50,000
5 Site furnishings allowance	50,000
Sub-total site works	710,000
ARTIST STUDIOS	1,500,000
GIFTS AND CAFÉ	630,000
RENOVATION ALLOWANCE	150,000
Sub-total	2,990,000
CONTINGENCIES @ 20%	598,000
Sub-total construction	3,588,000
SOFT COSTS @ 20%	717,000
<b>TOTAL PHASE 1 BUDGET</b>	<b>\$4,305,000</b>

Hotson Architecture Inc.  
16 January 2019

Minister of Infrastructure  
and Communities



Ministre de l'Infrastructure  
et des Collectivités

Ottawa, Canada K1P 0B6



DEC 14 2018

His Worship Aaron Stone  
Mayor of Ladysmith  
401 Esplanade Avenue  
P.O. Box 220  
Ladysmith, British Columbia V9G 1A2

Dear Mr. Mayor:

Thank you for your letter of August 21, 2018, regarding the Ladysmith Harbour Waterfront Area Plan in Ladysmith, British Columbia. I would also like to thank you for bringing this project to my attention when we met on August 21. During our meeting, I very much enjoyed learning about your partnership with the Stz'uminus First Nation. Please accept my apologies for the delay in responding.

The Government of Canada has a long history of making strategic investments in a wide range of infrastructure categories. Infrastructure is the foundation of sustainable and inclusive communities—it removes barriers, brings people together and allows all Canadians to be active participants in their community. Moreover, good infrastructure fosters an environment where the best of Canadian innovation can grow.

The Government of Canada's *Investing in Canada* plan is providing more than \$180 billion over 12 years. Our priority is to promote infrastructure that will create good, well-paying jobs that can help the middle class grow and prosper. Key areas for investment include public transit, green and social infrastructure, transportation infrastructure that supports trade, and infrastructure in rural and northern communities.

The Plan is investing \$28.7 billion to improve public transit infrastructure throughout Canada, helping transform the way Canadians live, move and work; \$26.9 billion towards green infrastructure; and \$25.3 billion towards social infrastructure that will strengthen our communities and build a better quality of life for our children and grandchildren. Additionally, the Government will invest \$10.1 billion towards trade and transportation investments that will help Canadian businesses compete and grow, and \$2 billion to support a broad range of projects in our rural and northern communities.

...2

The Agreement in place with British Columbia will provide over \$4.1 billion in federal funding dedicated to infrastructure projects in British Columbia over the next decade. This new funding will see the Government of Canada and the Province of British Columbia make unprecedented investments in public transit, green infrastructure, communities, recreational and cultural infrastructure, as well as rural and northern communities.

Under the new Agreement, proposed projects must first be prioritized by the province before they are submitted to Infrastructure Canada for consideration. I would encourage you to submit your proposal to the Ministry of Community Affairs and Housing so that it may determine whether the project should be prioritized for funding consideration.

Thank you for writing on this important matter.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'F. Champagne', with a long horizontal flourish extending to the right.

The Honourable François-Philippe Champagne, P.C., M.P.  
Minister of Infrastructure and Communities

c.c. Chief John Elliott  
Stz'uminus First Nation

**STAFF REPORT TO COUNCIL**

From: Clayton Postings, Director Parks, Recreation and Culture  
 Meeting Date: January 21, 2019  
 File No:  
 RE: **DOWNTOWN PUBLIC WASHROOM**

**RECOMMENDATION:**

That Council:

1. Advise Ladysmith Kinsmen Club of a grant opportunity and the intention of the Town to submit an application for funding for the remainder of the downtown public washroom project, and request that the Club continue to work as a partner in the development of the downtown washrooms; and
2. Direct staff to submit application to the Canada - British Columbia Investing in Infrastructure Program (Community, Culture and Recreation) for the downtown washroom project, with a budget of \$150,000.00; and
3. Direct staff to include in the 2020-2024 Financial Plan \$26,000.00 for servicing and maintenance of the downtown washrooms.

**PURPOSE:**

The purpose of this staff report is to provide Council with an update on the proposed downtown washroom, while also providing an option for the Town to apply for grant funding related to the construction of the downtown washroom.

**PREVIOUS COUNCIL DIRECTION**

Resolution	Meeting Date	Resolution Details
CS 2018-278	07/16/2018	That Council provide a letter of support for the Ladysmith Kinsmen Club to accompany their application for funding to BC Gaming for a public washroom project.
CS 2018-008	01/15/2018	That Council direct staff to include in the 2018 budget an allocation of funds available from the Real Property Reserve as a financial contribution to the Ladysmith Kinsmen Club project to construct a public washroom in downtown Ladysmith.
CS 2017-230	07/17/2017	That Council: 1. Support the concept of a public washroom being placed in the alley between the buildings at 521 and 531 First Avenue, subject to: i. The Kinsmen Club presenting a more complete proposal for the washroom and site including:



Resolution	Meeting Date	Resolution Details
		<p>→ A site/landscape plan and building design with exterior façade details respecting ADP and HRAC comments, and the Downtown Development Permit Area guidelines; and</p> <p>→ A review of safety and Crime Prevention through Environmental Design (CEPTED) impacts of the proposed washroom and solutions to mitigate impacts.</p> <p>ii. Review by Development Services staff and the Heritage Revitalization Advisory Commission of the site/landscape plan and building design;</p> <p>iii. Approval by Infrastructure Services for the water and sanitary service solutions for the proposed washroom.</p> <p>iv. The Town following the requirements in Section 40 of the Community Charter to commence closure and removal of road dedication to allow a washroom building to be located on that portion of the alley.</p> <p>2. Approve the site/landscape plan and building design and maintenance costs prior to installation.</p>
CS 2017-179	06/05/2017	That Council direct staff to refer the proposed washroom concept as provided by the Ladysmith Kinsmen Club in their letter dated March 27, 2017 to the Advisory Design Panel (ADP) and the Heritage Revitalization Advisory Commission (HRAC) for comment, seeking feedback on the exterior design of the building.
CS 2017-180	06/05/2017	That Council refer the proposed washroom concept as provided by the Ladysmith Kinsmen Club in their letter dated March 27, 2017, to the Ladysmith Chamber of Commerce and the Ladysmith Downtown Business Association for their comment.
CS 2017-055	02/20/2017	That Council refer to staff the request from the Kinsmen Club of Ladysmith to support the building of downtown public washrooms at the alley end between the Health Food Store and the Royal Bank in order to investigate the proposal and report back to Council.

**INTRODUCTION/BACKGROUND:**

The Town was contacted by the Ladysmith Kinsmen Club in regards to the development of a public washroom in the downtown area. Through conversations a location was identified (see attached map) as a preferred site to construct the public washrooms.

Recently the Town was advised of the possibility to submit a second grant application for the Canada – British Columbia Investing in Infrastructure Program (Community, Culture and Recreation). Staff have reviewed existing capital projects and determined the downtown washroom meets the criteria of the grant program. This project is close to

being ready for construction (shovel ready), which is what the grant program is seeking. The washroom project also satisfies many of the aspects identified within the grant program criteria, including being a project which has high visibility to the community. The grant funding available does provide an increase to the previous project budget which will permit some upgrades to the design. Lastly in determining this project as the suitable option, it has been determined that the required Town contribution of 27% to the grant is already in place (project reserve) and will not impact other projects.

The grant criteria include projects that have a minimum value of \$150,000.00, are walking and cycling friendly, are accessible and support community building. The initial cost estimates presented by the Kinsmen Club did not include some amenities that could now be included due to the increased budget.

With 1<sup>st</sup> Avenue having the distinction of being voted the #1 street in Canada in 2018, it is believed that having a public washroom facility would only build on the positive and people-friendly experience the street and area have created.

Due to the short timelines and applications being due on the 23<sup>rd</sup> of January, it would be difficult to find another suitable project for this grant application.

**ALTERNATIVES:**

Council may choose not to apply for the Canada – British Columbia Investing in Canada Infrastructure Program – Community, Culture and Recreation.

**FINANCIAL IMPLICATIONS:**

Project cost is \$150,000

Existing contributions include:

Town of Ladysmith	\$32,000.00
Ladysmith Kinsmen Club	\$18,121.00
Ladysmith District Credit Union	\$ 1,000.00
Ladysmith Eagles	\$ 1,000.00
Ladysmith Rotary	\$ 1,000.00
Nanaimo Airport Commission	\$ 1,000.00
<b>TOTAL</b>	<b>\$54,121.00</b>

The Canada – British Columbia Investing in Canada Infrastructure Program – Community, Culture and Recreation Grant program funds projects with a minimum \$150,000 cost. The grant application would be for \$150,000 with the Town require to provide 27% funding meaning minimum funding would be approximately \$40,000.00.



The development of the downtown washrooms does also require ongoing servicing and maintenance. This cost is estimated at \$26,000.00 annually

Annual expenses include:

Wages/Benefits	\$20,000.00
Expenses	\$6,000.00

The addition of the downtown washrooms to the existing Town-owned washrooms would require daily maintenance and cleaning, which is part of the existing facilities staff schedule. It is a challenge due to adding 1.5 hours of serving of the new washrooms into the existing staff schedules, as the existing staff schedule is fully allocated. The wages would cover staff opening and closing the washrooms, inspecting and cleaning through the day.

The expenses include the janitorial supplies (toilet paper, soap), material and supplies (cleaning products, minor repair supplies), utilities, insurance, and contract services for plumbing, electrical and other related repairs or maintenance.

**LEGAL IMPLICATIONS:**

There are no legal implications identified

**CITIZEN/PUBLIC RELATIONS IMPLICATIONS:**

Staff have spoken with Ladysmith Kinsmen Club about this opportunity and the Club has advised they are very supportive of the application and wish to support the process in anyway possible.

The community, over the years, has expressed a desire to have public washrooms in the downtown core. Also the local businesses (Downtown Business Association) who have been very supportive over the years by allowing visitors and residents to use their washrooms have also expressed the high priority for the addition of public washrooms on 1<sup>st</sup> Avenue.

**INTERDEPARTMENTAL INVOLVEMENT/IMPLICATIONS:**

Public works will need to install services; Development Services will be required to inspect facility.

**ALIGNMENT WITH SUSTAINABILITY VISIONING REPORT:**

- |   |  |
|---|--|
| <input type="checkbox"/> Complete Community Land Use  | <input type="checkbox"/> Low Impact Transportation         |
| <input checked="" type="checkbox"/> Green Buildings   | <input type="checkbox"/> Multi-Use Landscapes              |
| <input type="checkbox"/> Innovative Infrastructure    | <input type="checkbox"/> Local Food Systems                |
| <input checked="" type="checkbox"/> Healthy Community | <input checked="" type="checkbox"/> Local, Diverse Economy |
| <input type="checkbox"/> Not Applicable               |  |

**ALIGNMENT WITH STRATEGIC PRIORITIES:**

- Employment & Tax Diversity
- Watershed Protection & Water Management
- Communications & Engagement

- Natural & Built Infrastructure
- Partnerships
- Not Applicable

**SUMMARY:**

The Town has an opportunity to apply for funding to complete the proposed downtown washrooms. The project meets the criteria of the grant program. If the Town receives this funding the Town can proceed with completing the installation of downtown washrooms.



\_\_\_\_\_  
*Clayton Postings, Director Parks, Recreation and Culture*

*January 15, 2019*

I concur with the recommendation.



\_\_\_\_\_  
Guillermo Ferrero, City Manager

**ATTACHMENTS:**

- Ladysmith Kinsmen Letter and Architectural Drawings
- Location Map of Downtown Washroom



**Kin Canada**  
**Kinsmen Club**  
**of Ladysmith**



**P.O. Box 324, Ladysmith, B.C. V9G 1A3**

**ON THE 49TH PARALLEL**



January 2, 2019

Mayor and Council  
 Town of Ladysmith  
 P.O. Box 220  
 Ladysmith, B.C. V9G 1A2

Dear Mayor Stone, Council and Staff

We believe that you are all aware of the Ladysmith Kinsmen's efforts to build a public washroom in downtown Ladysmith. Canada's "most beautiful main street" and the local businesses, visitors as well as out local citizens need this amenity to make our downtown even more inviting.

The local Kinsmen volunteers have been working on various fund raisers, as well as grant opportunities, to get to the estimated \$84,000 cost of the two bathroom public amenity. The club had applied for a BC Gaming Grant "capital project" grant but unfortunately we did not get it. The grant request was for \$30,000. We are not going to let that stop us but, regretfully, it will slow us down.

To date the Kinsmen have already purchased the drinking fountain/bottle filler station (\$4,200) as well as we have hired an architect so that appropriate plans (enclosed) could be presented to the Heritage and Design panel Town committees.

Another draw back is that Kinsmen are not as fortunate as other organizations and can't get Canada Revenue Charitable status so we can't issue tax receipts. For a lot of donors having a tax receipt is a bit more of an incentive to donate. When the club built the spray park, at Transfer Beach, as well as the new playground, at Brown Dr. Park, the town worked with us and issued tax receipts for those folks, businesses, etc, that made donations. We feel that this worked very well and was a boost in getting both projects.

At this time our volunteers are asking the Town if this arrangement can be repeated for the proposed public washrooms downtown. If accepted receipts would not be issued (or requested) for donations under \$200 so it would not put a whole pile of extra work on Town staff. Donors can either make their payment out to the Town of Ladysmith (attn. Downtown Washrooms) or deposit into the account set up at the Ladysmith Credit Union to the "Downtown Washroom" account. Their staff will keep records of all donations so that those who qualify for a receipt can get one... this has worked in the past.

We would also like to work with the Town on installing an LED "street" light in the alley behind the new facility which will not only add more light but it will make it safer for the folks that are using the public parking lot behind the Masonic Lodge (Town parking) as well it will make it safer for all the young children that use this "path" to access the dance studio who's door is located in the alley on the other side of the Masonic Lodge. The Kinsmen will pay for the work but we need the Town to give the go ahead to Hydro (like we did with the lighting at Brown Dr. Park). This lighting will be very beneficial for public safety as well being LED will be less expensive to operate.

At the end of the day this needed facility will become a Town of Ladysmith asset so it's an actual win - win program.

The Kinsmen volunteers hope that this arrangement will meet with your approval and with luck it is our hopes to have the public washrooms finished before the end of summer 2019

Feel free to contact me at anytime if your require any further information. We thank you for your time and consideration of our request and we look forward to your favourable response.

Sincerely

Mike Richardson  
 Project Chair co/chair  
 Ladysmith Kinsmen Club

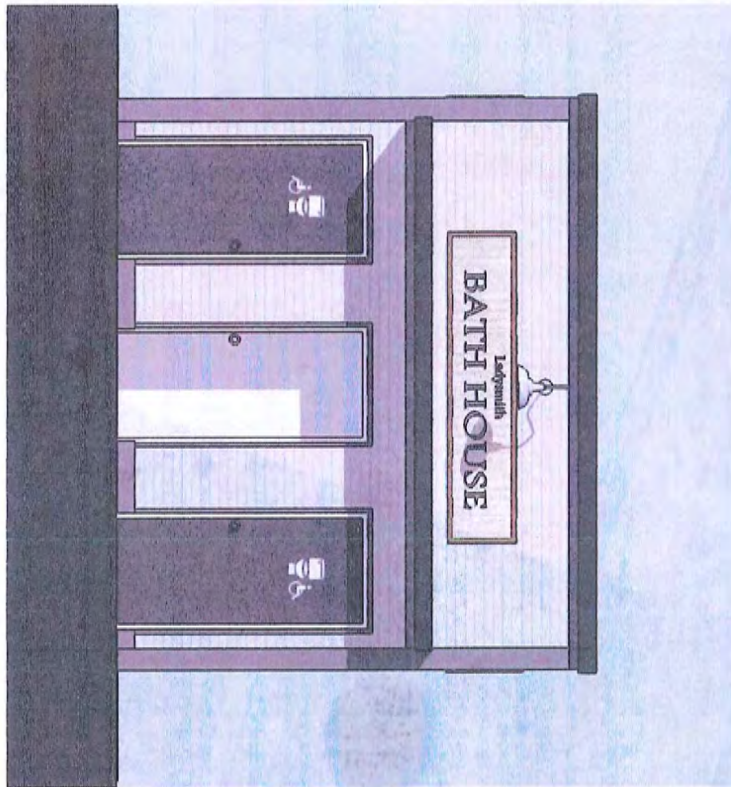
**Ladysmith Kinsmen**  
**Downtown Public Washroom Project Budget**  
 Jul-18

<b>Expenses</b>	<b>Details</b>	<b>Cost</b>
Municipal Services	Water distribution, sanitary Sewer, storm sewer, curbs and sidewalks, roadworks, asphalt concrete paving - see attached estimate from Town of Ladysmith Infrastructure Services	18,671.00
Building costs	excavation, construction, hardy plank siding, lighting, plumbing and fixtures, electrical panel, heating, painting, awning, sidewalks, landings and railings - per quote from MR Construction & Renovations	58,250
Water bottle refill station and fountain	per quote from Wolseley Canada - quote secured for recent project	4,200
Landscaping	move bench, paving stones, trees and shrubs implement features recommended by RCMP assessment and report of safety and Crime Prevention through Environmental Design (CEPTED) solutions - anticipated implementation costs	1500
CEPTED report implementation		2000
		<b>84,621.00</b>
<b>Revenue</b>	<b>Status</b>	
Community Gaming Capital Grant	requested	29,500
Town of Ladysmith	requested	25,000
Ladysmith and District Credit Union	confirmed	1,000
Kinsmen Club of Ladysmith	confirmed	18,121
Community support - donations	in progress	8,000
Mike & Frank Crucil	requested	<b>2,000</b>
Mid-Island Co-op	requested	5,000
Eagles	confirmed	1,000
Rotary	confirmed	1,000
Nanaimo Airport Commission	confirmed	1,000



Kinsmen Club of Ladysmith  
1163 4th Ave, Ladysmith, BC  
Canada V9G 1R3

LADYSMITH'S Public Washrooms



July 25, 2018

FRONT & SIDE VIEWS | LADYSMITH & Public Washrooms

A | 01



JAN 28, 2008

AERIAL VIEW | LADYSMITH'S PUBLIC WASH-ROOMS

A 02

Location of Proposed Site.





**STAFF REPORT TO COUNCIL**

From: Clayton Postings, Director Parks, Recreation and Culture  
Meeting Date: January 7, 2018  
File No:  
RE: **LADYSMITH GOLF CLUB SOCIETY FINANCIAL SUPPORT REQUEST**

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**RECOMMENDATION:**

That Council direct staff to renew the maintenance agreement between the Town of Ladysmith and the Ladysmith Golf Club Society for two-years, in order to provide cutting of the rough area and irrigation maintenance of the course, as well marketing and promotional support.

**PURPOSE:**

The purpose of this Staff report is to provide options in respect to Ladysmith Golf Club Society (LGCS) maintenance request.

**PREVIOUS COUNCIL DIRECTION****CS 2018-360 Ladysmith Golf Club Society Request for Financial Assistance:**

That Council direct staff to develop a service agreement with the Ladysmith Golf Club Society for Council's consideration and review in the context of the Parks Master Plan.

**INTRODUCTION/BACKGROUND:**

The Town of Ladysmith entered into an agreement with the Ladysmith Golf Club Society in 2007 to provide maintenance support and services (cutting rough and irrigation maintenance) for a two-year period. In September 2009, the Society requested that all fees associated with the maintenance agreement be waived. This agreement was renewed in 2011, 2013 and 2015. The agreement expired in September 2017, however the Town has continued to provide the services outlined in the agreement.

At its meeting on September 17, 2018, Council reviewed a letter of request from the LGCS, requesting that the Town provide funding of \$15,000 annually to allow the LGCS to repair or replace equipment, maintain the course in a manner that will continue to attract golfers, and enable the LGCS to replenish its contingency fund with the understanding that the LGCS will continue working over the next two years on a long-term plan to improve the financial viability of the course. Staff met with members of the LGCS on a few occasions over the past few months, to discuss options and to understand the status of the LGCS.

These meetings confirmed the LGCS desire to have the two-year maintenance agreement renewed.

The meetings also confirmed the request by LGCS for additional annual ongoing funding of \$15,000.00, or that the Town take on the responsibility of the overall maintenance of the course.

Town Staff have reviewed the option of the Town managing overall golf course maintenance; a similar review was completed in 2016, following a similar request by the LGCS. The most recent review confirmed that the *minimum* anticipated staff costs relating to the Town taking over this maintenance would be approximately \$57,000.00 annually, based on approximately six to eight months of operations. These estimated expenses would include wages/benefits, materials and supplies to handle all the course maintenance. It is also estimated that there would be a requirement of approximately \$90,000.00 in equipment such as fairway and greens mowers, which the Town currently does not possess. Should Council choose to pursue this full maintenance option, a formal costing process would be carried out in order to determine actual funds required.

In 2016 Council adopted the Parks, Recreation and Culture Master Plan which included the following recommendation: explore diversification of the Ladysmith Golf Course lands through multi-use programming such as disc golf, and develop a master plan for the future of the Holland Creek Ball fields. To date this continues to be a discussion; however the LGCS is focused on golf course operations, and further review of services is not of consideration at this point for the LGCS.

#### **ALTERNATIVES:**

- Council may choose to provide \$15,000.00 in annual funding to assist the Club with ongoing operations; or
- Council may choose to move golf course maintenance operations under Town operations to be led by the Parks department. (Should Council select this option, staff should be directed to develop an updated cost analysis of all related ongoing annual expenses for Council's consideration); or
- Council may choose not to enter into a service or funding agreement with Ladysmith Golf Club Society; or
- Council may choose to direct staff to commence the Holland Creek/Golf Course area plan review. This review would look at short and long term options for the site. If Council moves toward this plan, direction will be required to prioritize some projects allowing staff time to work on this. Costs associated would be approximately \$10k - \$15k as a consultant would be required.

#### **FINANCIAL IMPLICATIONS:**

For the Town to continue with the existing maintenance agreement for the Ladysmith Golf Course Society, there is no additional cost to the Town as these costs are currently part of the Town Financial plan.

In 2018 the Town did provide LGCS with a Grant in Aid for \$5,000.00, to support ongoing course operations. If the Town were to satisfy the request of the LGCS and provide \$15,000.00 annually through a service agreement, this would require an additional \$10,000.00 to be included into the 2019-2023 Financial Plan. If the Town were to take on the overall responsibility of course maintenance, the annual cost would be \$57,000.00, as well additional annual servicing costs for the purchase of the golf course equipment.

**LEGAL IMPLICATIONS:**

There is no legal implication at this time.

**CITIZEN/PUBLIC RELATIONS IMPLICATIONS:**

The Ladysmith Golf Course is a recreation facility in the community which is used by residents and visitors.

**INTERDEPARTMENTAL INVOLVEMENT/IMPLICATIONS:**

None identified

**ALIGNMENT WITH SUSTAINABILITY VISIONING REPORT:**

- |   |  |
|---|--|
| <input type="checkbox"/> Complete Community Land Use  | <input type="checkbox"/> Low Impact Transportation |
| <input type="checkbox"/> Green Buildings              | <input type="checkbox"/> Multi-Use Landscapes      |
| <input type="checkbox"/> Innovative Infrastructure    | <input type="checkbox"/> Local Food Systems        |
| <input checked="" type="checkbox"/> Healthy Community | <input type="checkbox"/> Local, Diverse Economy    |
| <input type="checkbox"/> Not Applicable               |  |

**ALIGNMENT WITH STRATEGIC PRIORITIES:**

- |  |   |
|--|---|
| <input type="checkbox"/> Employment & Tax Diversity              | <input type="checkbox"/> Natural & Built Infrastructure |
| <input type="checkbox"/> Watershed Protection & Water Management | <input checked="" type="checkbox"/> Partnerships        |
| <input type="checkbox"/> Communications & Engagement             | <input type="checkbox"/> Not Applicable                 |

**SUMMARY:**

The Ladysmith Golf Club Society has been providing a valuable service to the community for many years. The Society has struggled financially for almost 7 years, and the challenges continue. The Town has been supportive over the years, waiving fees relating to water use, property taxes, providing a portion of maintenance services at no cost to LGCS. The Town is needing to determine how best to support the Ladysmith Golf Club Society moving forward as it is believed these financial challenges cannot continue many more years.



January 11, 2019

\_\_\_\_\_  
*Clayton Postings, Director of Parks, Recreation and Culture*

I concur with the recommendation.



---

for Guillermo Ferrero, City Manager

**ATTACHMENTS:**

Ladysmith Golf Club Society – letter of request (Sept. 2018)  
Golf Course Maintenance Agreement

REQUEST FOR RENEWABLE SERVICE AGREEMENT BETWEEN LADYSMITH GOLF SOCIETY & TOWN OF LADYSMITH

1/21

TO: MAYOR AND COUNCIL, Town of Ladysmith

The Ladysmith Golf Society respectfully requests financial assistance from the Town of Ladysmith by the way of a Renewable Service Agreement to enable the Ladysmith Golf Course to continue operations.

**BACKGROUND:**

The Ladysmith Golf Course was developed by volunteers on Town land in the 1970's. It has continued to operate as a non-profit Society providing recreational golf to the community and surrounding area. In recent years, the Town has generously provided support by way of maintenance of the irrigation system and fairways, forgiven taxes, water at no cost and a Grant-in aid of \$5,000 in 2018.

The Golf Course provides affordable golf for new golfers, youth, many seniors as well as golfers wanting to improve their short game. Each summer the Club hosts a clinic for young people ages 8-12 to learn the basics of golf. The course is available to service clubs, business groups and families for tournaments. In the winter months the clubhouse is used for card games by local seniors.

Over the past eight years (see attached Financial Statements) revenues have declined to the point where the Society has had to offset losses by drawing on its contingency fund. In 2013 the berm that provided a crossing from #7 tee to #7 green washed out and resulted in a further decline in use of the course and revenues. The berm has been replaced by a path down to the creek bed that is difficult for many golfers to manage safely. The springs of 2017 and 2018 were unseasonably cold and wet further impacting revenues. The Society has not been able to recover from these losses.

**RATIONALE FOR REQUEST:**

Unlike many other community recreational resources, the Ladysmith Golf Course until recently, has been self-supporting. As expenses exceeded revenues and to ensure the course remained open to the public, volunteers from among the membership have operated the clubhouse in the evenings. Volunteers aerate and dress the greens twice a year as well as do the repairs and maintenance of the clubhouse, parking areas and grounds. A re-organization of operations in 2016 instituted many cost-cutting initiatives to improve the bottom line. However, the Society continues to operate at a loss and, without financial help, will run out of funds within two years.

**REQUEST:**

The Ladysmith Golf Society is respectfully requesting the Town enter into a Service Agreement with the Society. This agreement would provide funding in the amount of \$15,000 annually to the Society. These funds would allow the Society to continue operations as a year-round golf course with appropriate staffing. It will allow the Society to repair/replace equipment as needed, maintain the course in a manner that will continue to attract golfers to the course and, possibly, enable the Society to replenish its contingency fund.

The Society will continue working over the next two years on a long term plan to improve the financial viability of the course.

Thank you for your consideration of this request. We are available to answer your questions or concerns.

Respectfully submitted by:

Richard Nichol, President

Mike Smith, Treasurer

Ladysmith Golf Society

August 2018

2/4

LADYSMITH GOLF CLUB SOCIETY

---

Summary of Financial Position since 2010

- 1) Annual revenues have declined from \$83,000 to \$52,000;
- 2) Losses have been around \$5-7,000 per year;
- 3) To finance these losses we have eroded our Contingency fund;
- 4) Staffing costs will increase \$3-4,000 next year;
- 5) Our all in costs for 2018 will be about \$60,000;
- 6) It will take \$12,000 in assistance to carry the basic costs of the Golf course in 2019;
- 7) If we can't get this amount, we will exhaust our contingency fund in 2019;
- 8) This supposes continued assistance from the Town in the form of fairway and water system maintenance, and leaves no money for equipment purchases;

Bottom Line: A service agreement providing \$15,000 per year for the Golf Course would allow us to continue to provide a nice facility for the 750-800 golf games that are currently being played each month during good weather.

# Ladysmith Golf Club Society

## Comparative Income Statement

3/4

	Actual 01/01/2017 to 07/31/2017	Actual 01/01/2018 to 07/31/2018
<b>REVENUE</b>		
<b>Sales Revenue</b>		
Annual Green Fees	11,374.35	7,666.67
Punch Card	0.00	4,117.17
Daily Green Fees	18,950.99	20,803.24
Balls, Tees and Misc.	21.90	794.27
Rentals	343.33	167.62
Canteen	338.34	690.35
Misc Income	100.25	5,000.00
Donations - BC Lung	70.00	66.66
Donations - Advertising	2,862.00	1,794.17
<b>Total Donations</b>	<b>2,932.00</b>	<b>1,860.83</b>
Advertising Income	383.00	0.00
Interest Revenue	9.05	48.99
<b>Total Other Revenue</b>	<b>34,453.21</b>	<b>41,149.14</b>
<b>TOTAL REVENUE</b>	<b>34,453.21</b>	<b>41,149.14</b>
<b>EXPENSE</b>		
<b>Payroll Expenses</b>		
Wages & Salaries	20,297.83	24,165.45
EI Expense	282.64	561.58
CPP Expense	385.85	381.04
WCB Expense	198.90	562.40
<b>Total Payroll Expense</b>	<b>21,165.22</b>	<b>25,670.47</b>
<b>General &amp; Administrative Expenses</b>		
Accounting & Legal	662.50	1,200.00
Advertising & Promotions	1,118.07	1,306.88
Credit Card Charges	957.97	780.90
Bank charges	24.25	0.81
Business Fees & Licenses	124.00	120.00
Cash over/short	9.00	-5.03
Canteen supplies	311.29	438.72
Clubhouse Expenses	530.69	197.79
Course Maintenance	2,386.24	4,346.93
Course - Seed and Fertilizer	2,009.67	490.65
Insurance	250.00	1,468.63
Office Supplies	168.30	125.43
Freight Expense	0.00	37.95
Equipment Repair & Maintenance	741.14	821.12
Security	0.00	85.12
Telephone	289.04	286.17
BC Hydro	1,245.05	1,115.13
Garbage Disposal	0.00	518.86
Waste disposal	789.53	477.78
<b>Total Utilities</b>	<b>2,034.58</b>	<b>2,111.77</b>
<b>Total General &amp; Admin. Expenses</b>	<b>11,616.74</b>	<b>13,815.84</b>
<b>TOTAL EXPENSE</b>	<b>32,781.96</b>	<b>39,486.31</b>
<b>NET INCOME</b>	<b>1,671.25</b>	<b>1,662.83</b>

**NOTICE TO READER**

On the basis of information provided by management (or the proprietor), I have compiled the balance sheet of the Club as at 07/31/18 and the statements of income, retained earnings and cash flows for the (period) then ended.

I have not performed an audit or a review engagement in respect of these financial statements and, accordingly, I express no assurance thereon.

Readers are cautioned that these statements may not be appropriate for their purposes.

Printed Date: 08/13/2018  
Prepared by: Elaine J. Layman

Elaine J. Layman  
Certified Management Accountant

Readers are cautioned that this statement is prepared from information supplied by management.

4/4

Revenues	2010	2011	2012	2013	2014	2015	2016	2017
Annual Green Fees - Current Year	\$18,099.84	\$17,786.00	\$19,440.00	\$18,104.70	\$8,750.00	\$10,710.00	\$17,641.41	\$14,148.00
Annual Green Fees - Prepaid	\$55,610.37	\$46,024.00	\$42,227.52	\$39,044.77	\$10,254.81	\$7,870.00	\$30,552.27	\$32,226.00
Daily Green Fees	\$907.43		\$585.94	\$582.00	\$505.71	\$301.22	\$274.30	\$1,137.00
Balls, Tees and Miscellaneous Rentals	\$1,342.55	\$1,569.00	\$1,013.22	\$673.20	\$608.85	\$554.80	\$431.65	\$383.00
Canteen	\$3,768.51	\$1,878.00	\$1,613.97	\$1,311.07	\$975.80	\$828.76	\$623.62	\$3,701.00
BC Lung & Other	\$2,279.56	\$1,827.00	\$1,555.00	\$1,411.86	\$1,116.27	\$1,580.33	\$2,369.83	\$168.00
Interest Income	\$1,387.85	\$1,561.00	\$876.60	\$862.14	\$834.84	\$848.44	\$899.45	\$168.00
Other Income						\$49.39		
<b>Total Revenues</b>	<b>\$83,396.11</b>	<b>\$70,645.00</b>	<b>\$68,213.14</b>	<b>\$62,011.74</b>	<b>\$64,865.06</b>	<b>\$54,618.76</b>	<b>\$52,841.92</b>	<b>\$51,763.00</b>
<b>Expenses</b>								
Advertising & Promotions			\$0.00	\$842.39	\$762.15	\$715.70	\$368.16	\$1,508.00
Amortization Expense	\$2,409.00	\$1,974.00		\$1,569.00	\$1,297.56	\$1,078.00	\$1,142.00	\$1,261.00
Bank Charges & Interest	\$777.20		\$1,341.01	\$1,694.77	\$1,713.56	\$1,869.64	\$1,901.79	\$1,543.00
Bookkeeping Cost [external]	\$6,380.50		\$1,022.50	\$713.45	\$546.25	\$384.50	\$420.00	\$1,857.00
Dues and Fees								\$374.00
Cablevision Expense	\$785.22		\$409.41	\$604.60	\$568.24	\$773.42	\$671.96	
Canteen Supplies	\$1,691.48		\$697.88	\$335.17	\$596.68	\$259.29	\$442.95	\$450.00
Cash (over)/short				\$1.96	\$0.61	-\$0.47	\$0.60	
Clubhouse Expenses	\$9,605.92	\$14,026.00	\$11,166.32	\$1,823.49	\$4,642.07	\$5,230.37	\$4,321.05	\$622.00
Course maintenance	\$4,557.67	\$7,054.00	\$2,362.52	\$12,402.09	\$3,392.85	\$4,980.62	\$6,275.12	\$5,670.00
Fertilizer & Seed etc.	\$1,438.55		\$3,077.50		\$1,170.12			\$3,568.00
Equip. & Mach. Maintenance	\$2,074.07		\$3,579.08	\$772.41	\$1,111.27	\$1,031.71	\$2,829.99	\$1,326.00
Hydro Expense	\$1,376.22		\$1,546.53	\$1,380.77	\$1,667.91	\$1,436.88	\$1,497.25	\$3,299.00
Insurance								\$1,942.00
Telephone Expense	\$300.47		\$435.26	\$372.64	\$558.84	\$447.81	\$542.56	\$492.00
Tourn Exp or Office			\$43.76	\$500.25	\$200.00	\$49.37		\$233.00
Gross Wages	\$43,823.17	\$45,733.00	\$45,638.65	\$41,842.92	\$42,918.05	\$41,068.23	\$46,057.42	\$34,429.00
CPP Expense	\$707.03		\$941.61	\$866.31	\$881.55	\$641.42	\$947.57	
EI Expense	\$1,102.88	\$2,151.00	\$1,078.07	\$906.73	\$1,129.59	\$1,080.91	\$1,212.25	
WCB Expense				\$497.93	\$390.56	\$398.36	\$492.81	\$326.00
<b>Total Expense</b>	<b>\$77,029.38</b>	<b>\$70,938.00</b>	<b>\$73,340.10</b>	<b>\$67,126.88</b>	<b>\$63,547.86</b>	<b>\$61,445.76</b>	<b>\$69,123.48</b>	<b>\$58,900.00</b>
<b>Net Income</b>	<b>\$6,366.73</b>	<b>-\$293.00</b>	<b>-\$5,126.96</b>	<b>-\$5,115.14</b>	<b>\$1,317.20</b>	<b>-\$6,827.00</b>	<b>-\$16,281.56</b>	<b>-\$7,137.00</b>







6. Either party may terminate the agreement with sixty (60) days notice in writing.
7. The Town of Ladysmith will maintain a registration in good standing with WorkSafe BC during the term of this agreement.
8. The Club may not assign this agreement or any interest in it without the prior written consent of the Town, acting reasonably.
9. If the Club and the Town fail to agree on any term or condition in this agreement, a single arbitrator, agreeable to both parties, must be appointed and his or her resolution of the disagreement is binding on both parties. The cost of arbitration will be shared equally by the Town and the Club.
10. This agreement and any modification of it constitute the entire agreement between the parties. Any modification of this agreement is not effective unless it is in writing and signed by the parties.
11. Any notice required to be given pursuant to this Lease shall be sufficiently given if delivered:
  - a) to the Club at 380 Davis Road, Ladysmith, British Columbia V9G 1T9,
  - b) to the Town at 410 Esplanade, PO Box 220, Ladysmith B.C. V9G 1A2,  
Attention: Director of Corporate Services

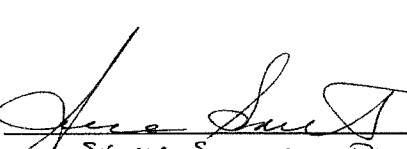
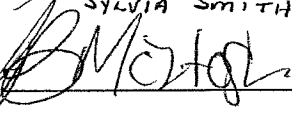
The Corporate Seal of the **Town of Ladysmith**    )  
 was affixed in the presence of its authorized    )  
 signatories:    )

(seal)

  
 \_\_\_\_\_ )  
 A. Stone, Mayor    )  
  
  
 \_\_\_\_\_ )  
 S. Bowden, Corporate Officer                        )

**Ladysmith Golf Club** by its authorized signatory:    )  
 \_\_\_\_\_ )  
 \_\_\_\_\_ )

(seal)

  
 \_\_\_\_\_ )  
 SYLVIA SMITH, PRESIDENT                        )  
  
 \_\_\_\_\_ )

April 20/15

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

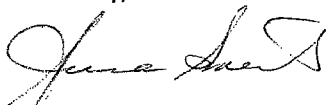
**Subject: Renewal - Ladysmith Golf Club Maintenance Agreement**


The directors of the Ladysmith Golf Club Society would like to request that the maintenance agreement with the Town of Ladysmith be renewed for a period of two years, beginning October 1, 20~~15~~<sup>16</sup>. As per the current agreement, the following maintenance will be completed at no cost to the club:

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

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

Sincerely,

  
Sylvia Smith  
President

  
Richard Nichol  
Vice-President

**STAFF REPORT TO COUNCIL**

**From:** Kim Fowler, Project Manager, Waterfront Area Plan Implementation  
**Meeting Date:** January 21, 2019  
**File No:**  
**RE: LETTER OF SUPPORT FOR COAST SALISH DEVELOPMENT CORPORATION  
GRANT APPLICATION**

---

**RECOMMENDATION:**

That Council provide a letter of support to the Coast Salish Development Corporation's application for environmental remediation of a portion of the Ladysmith Harbour to the Rural and Northern Communities fund, as outlined in the Golder and Associates report dated December 17, 2018.

**PURPOSE:**

To provide a letter of support for the Coast Salish Development Corporation's application for environmental remediation of a portion of the Ladysmith Harbour.

**INTRODUCTION/BACKGROUND:**

On August 21, 2018, Mayor Stone and Guillermo Ferrero met with the Hon. Francois-Phillippe Champagne, Federal Minister of Infrastructure and Communities, to review the new Waterfront Area Plan, undertaken in collaboration with the Stz'uminus First Nation. Min. Champagne sent a letter of thanks on December 14, 2018 (attached) that recommended pursuing the *Investing in Canada* fund that includes the Rural and Northern Communities Fund.

On September 12, 2018 at the Union of BC Municipalities annual conference, Town representatives met with the Hon. Scott Fraser, Minister of Indigenous Relations and Reconciliation B.C., and the Hon. Doug Donaldson, Minister of Forests, Lands, Natural Resource Operations and Rural Development B.C. to request environmental remediation of the Ladysmith Harbour. This initiative was jointly supported by SFN and the Town.

Over the past 6 months, staff have worked with staff in the BC Ministry of Forests, Lands, Natural Resource Operations and Rural Development to determine environmental remediation and grant funding options and opportunities. More recently, staff have worked in collaboration with the Coast Salish Development Corporation and the BC Ministry of Indigenous Relations and Reconciliation (and FLNRORD staff) to review common goals, including environmental remediation of the Ladysmith Harbour.

In September 2018, staff contacted Golder and Associates who undertook the environmental, geotechnical and other studies of the waterfront area in 2005-2012. Staff requested an update of costing based on a new remediation approach. Golder reported back on December 17, 2018 (letter attached) containing a proposal to arrange a one day workshop meeting with representatives of the Town, SFN, Golder and federal and provincial regulators to review the Waterfront Area plan and optimize the remediation approach. This approach may achieve significant remediation costs. Golder would then prepare a report outlining remediation options and regulatory requirements with an updated costing. The estimated cost of Golder undertaking this work is estimated at \$15,000.

Regular progress reports on this activity have been made to the Waterfront Implementation Committee.

**ALTERNATIVES:**

Council can provide other direction as determined.

**FINANCIAL & LEGAL IMPLICATIONS:**

The letter of support does not involve any financial implications.

**ALIGNMENT WITH SUSTAINABILITY VISIONING REPORT:**

- |   |  |
|---|--|
| <input type="checkbox"/> Complete Community Land Use          | <input type="checkbox"/> Low Impact Transportation         |
| <input type="checkbox"/> Green Buildings                      | <input type="checkbox"/> Multi-Use Landscapes              |
| <input checked="" type="checkbox"/> Innovative Infrastructure | <input type="checkbox"/> Local Food Systems                |
| <input checked="" type="checkbox"/> Healthy Community         | <input checked="" type="checkbox"/> Local, Diverse Economy |
| <input type="checkbox"/> Not Applicable                       |  |

**ALIGNMENT WITH STRATEGIC PRIORITIES:**

- |   |  |
|---|--|
| <input type="checkbox"/> Employment & Tax Diversity                         | <input checked="" type="checkbox"/> Natural & Built Infrastructure |
| <input checked="" type="checkbox"/> Watershed Protection & Water Management | <input checked="" type="checkbox"/> Partnerships                   |
| <input type="checkbox"/> Communications & Engagement                        | <input type="checkbox"/> Not Applicable                            |

**SUMMARY:**

A letter of support for the Coast Salish Development Corporation's application for environmental remediation of a portion of the Ladysmith Harbour to the Rural and Northern Communities fund would further the work needed to remediate the Ladysmith Harbour and implement the Waterfront Area Plan.



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Kim Fowler, MCIP, RPP  
Project Manager, Waterfront Area Plan Implementation

January 16, 2019

I concur with the recommendation.



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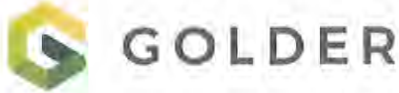
for Guillermo Ferrero, City Manager

**ATTACHMENTS:**

Golder Proposal for Remediation Consulting

Letter from Minister Champagne

Letter from Minister Fraser



Dec. 18/18 WIC mtg.  
Supplemental Item

17 December 2018

Proposal No. OP18103506-001-P-Rev0

**Kim Fowler**  
Town of Ladysmith  
410 Esplanade  
PO Box 220  
Ladysmith, BC V9G 1A2

## **WATERFRONT DEVELOPMENT PLAN, LADYSMITH, BC**

Dear Ms. Fowler:

Golder Associates Ltd. (Golder) is pleased to submit this proposal to the Town of Ladysmith (the "Client") for consulting services for the development of the waterfront area in the Town of Ladysmith (the "Site").

### **1.0 BACKGROUND**

Between 2005 and 2012, Golder completed environmental and geotechnical site assessment activities and an assessment of remedial costs for the Waterfront Development Area. This Area includes property owned by the Town of Ladysmith, property owned by Forest, Lands, Natural Resource Operations and Rural Development and the adjacent waterlots. The development of the remedial costs in 2005 was based on a conceptual development plan including parkland, residential and commercial land uses. The range of probable costs developed at the time<sup>1</sup> was between \$525,000 (which assumed no dredging activities) and \$34,175,000 (which assumed removal of both impacted sediment and clean sediment for navigational and geotechnical considerations with included offsite disposal of dredged materials). The prospective remedial strategies developed at the time included considerable uncertainty related primarily to geotechnical issues and volume of sediment to be dredged. Following additional environmental and geotechnical site assessment activities of the upland and waterlot areas, remedial costs were reviewed and presented in a report<sup>2</sup>. An upper range of probable cost was upwards of \$20,000,000. As with the 2005 scope of work, those updated remedial costs were based on a range of development and remedial options, with the details of the assumptions and uncertainties outlined in that report.

Golder understands that the conceptual development plan for the Waterfront Development Area was further refined in 2018. In brief, the concept is fill in the foreshore to stabilize banks which will provide land area to build a road and a waterfront walkway, mitigate the potential risks associated with climate change from rising sea levels, increased storm surges, drought and heavy rains, and remediate contamination in that area of Ladysmith Harbour.

<sup>1</sup> Report on Remedial Costs for Ladysmith Harbour, Ladysmith, BC, prepared for Crown Contaminated Sites Branch, prepared by Golder, 12 August 2005

<sup>2</sup> Report on Remedial Costs for Ladysmith Harbour, Ladysmith, BC, prepared for Crown Land Opportunities and Restoration Branch, Ministry of Forests, Lands and Natural Resource Operations, prepared by Golder, 7 September 2012.

**Golder Associates Ltd.**  
Suite 200 - 2920 Virtual Way Vancouver, BC, V5M 0C4 Canada

T: +1 604 296 4200 +1 604 298 5253

## 2.0 PROPOSED SCOPE OF WORK

Based on our discussions, the key constraints on development continue to be the geotechnical and environmental issues. It is not currently clear how to obtain best value in a manner that addresses stakeholder objectives and associated regulatory requirements. . Optimization of the existing conceptual plan to engage Stakeholders and provide an opportunity for early dialogue with regulators is recommended.

For example, Golder concludes that open-water ocean disposal is not a viable approach for managing contaminated sediment. Upland disposal of contaminated sediments is not cost-effective (e.g., cost is upwards of \$300/m<sup>3</sup> ) and not necessarily consistent with municipal sustainability goals. Under these circumstances, optimizing the volume of material that needs to be dredged to meet both development and Stakeholder objectives will be a main cost driver. Golder has previously described that dredged material could be used as foreshore fill if environmental risks are properly addressed. This approach would provide significant cost savings. It would also improve the overall value of the project in terms of providing a Green Infrastructure solution (e.g., it would divert wastes from landfills and increase the resilience of the development area to adapt to rising sea levels and extreme weather events related to climate change).

Further to our discussions, it is proposed to arrange a one day workshop meeting with Stakeholders to review the conceptual development plan and optimize the plan in terms of aligning the proposed approach (e.g., remediation of sediments, foreshore filling, and stabilization of the shoreline) with regulatory requirements and Stakeholder objectives. Following the workshop, Golder will prepare a letter report outlining options for the optimized plan, describe the primary regulatory requirements that may constrain the development options, and update the opinion of probable costs. This will allow the Stakeholders to make informed decisions on the finalized development plan and will provide the information to commence regulatory engagement.

## 3.0 ESTIMATED COST AND TERMS AND CONDITIONS

The estimated cost of the consulting services is based on the proposed scope of work discussed above, and is estimated to be \$15,000. Consulting services specified in this proposal will be completed in accordance with our attached Terms and Conditions and will be provided on a time and materials basis according to the *Schedule of Fees* provided in Attachment 1.



#### 4.0 CLOSURE

Golder is pleased to have the opportunity to submit this proposal, and we look forward to working with you. Please do not hesitate to contact us if you have any questions.

Yours very truly,  
**Golder Associates Ltd.**



Dawn Flotten, PEng, CSAP  
*Principal, Environmental Engineer*



Blair MacDonald, RPBio, CSAP  
*Associate*

DF/BMD/asd

Attachments: Schedule of Fees  
Authorization to Proceed and Consulting Services Agreement

[https://golderassociates.sharepoint.com/sites/101990/deliverables/issued to client\\_for/wp/op18103506-001-p-rev0/op18103506-001-p-rev0-ladysmith17dec\\_18.docx](https://golderassociates.sharepoint.com/sites/101990/deliverables/issued%20to%20client_for/wp/op18103506-001-p-rev0/op18103506-001-p-rev0-ladysmith17dec_18.docx)



# SCHEDULE OF FEES ENVIRONMENTAL REMEDIATION & WATER

Effective January 1, 2019

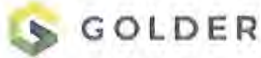
CONSULTANTS/ENGINEERS/SCIENTISTS/ PROJECT MANAGERS/REVIEWERS*		
Junior I	C1	\$118/h
Junior II	C2	\$135/h
Intermediate I	C3	\$150/h
Intermediate II	C4	\$180/h
Associate/Senior I	C5	\$198/h
Associate/Senior II	C6	\$220/h
Principal/Associate/Senior III	C7	\$255/h
Principal	C8	\$275/h
Specialist		\$350/h

TECHNICIANS/TECHNOLOGISTS		
Junior I	T1	\$85/h
Junior II	T2	\$98/h
Intermediate	T3	\$120/h
Senior	T4	\$130/h
Specialist	T5	\$145/h

ADMINISTRATIVE SUPPORT		
Junior I	B1	\$65/h
Junior II	B2	\$70/h
Intermediate/Project Administrator	B3	\$80/h
Senior/Project Coordinator	B4	\$100/h

CAD AND CIVIL ENGINEERING DESIGN TECHNOLOGISTS		
Junior I	T1	\$85/h
Junior II	T2	\$105/h
Intermediate CAD/Junior Civil Design	T3	\$110/h
Senior CAD/Intermediate Civil Design	T4	\$140/h

DISBURSEMENTS
Our standard per diem meal rates for out of town work are: Breakfast – \$12.00, Lunch – \$15.00, and Dinner – \$30.00. A mutually agreed per diem can be used for sites where the cost of meals is significantly greater. If requested, out of town meal expenses will be submitted at receipt cost.
A 4% charge will be added to the total fees to cover all incidental office disbursements, including production of colour and b/w working documents, the production of 3 sets of drawings/documents, as well as associated communication charges (excluding satellite phones). Reproduction of additional copies of drawings/documents will be at cost plus 10% plus the required time charges.
A 10% carrying charge will be added to all other disbursements including drilling or excavation services and use of external laboratory services. If agreed, invoices for drilling, excavation services, and use of external laboratory services can be reviewed by Golder and submitted for payment directly by the client.
*For senior specialist services, including but not limited to litigation support, expert witness, and/or senior level consultation, and priority emergency level services, higher rates may apply.
Services that exceed 8 hours per day are subject to a rate increase of 1.2 per hour.
The above rates are subject to revision.
Our invoices are payable upon presentation. Amounts outstanding after 30 days are subject to a finance charge of 1.5% per month (18% per annum). If payment remains past due 60 days from the date of the invoice, then Golder Associates Ltd. shall have the right to suspend all work, without prejudice, and all reasonable suspension costs shall be paid by the Client.
<i>Special Notes:</i>
1. The rates and charges listed above exclude applicable G.S.T. The 5% charge will appear as a separate line item on each invoice.
2. G.S.T. Registration No. R121431316



## Authorization to Proceed and Consulting Services Agreement

Town of Ladysmith ("Client") and Golder Associates Ltd. ("Golder") agree that the following terms and conditions will apply to any services, including subsequent services and changes, (collectively "Services") to be provided by Golder relating to Proposal No. OP18103506-001-P-Rev0, dated 17 December 2018 (collectively the "Agreement").

1. **Standard of Care** - Services performed by Golder will be conducted in a manner consistent with that level of care and skill ordinarily exercised by other professionals currently practicing under similar conditions in the same locality, subject to the time limits and financial, physical or other constraints applicable to the Services. No warranty, express or implied is made.
2. **Invoices and Payment Terms** - Unless otherwise specified in the proposal, Golder will submit monthly invoices to Client and a final bill upon completion of Services. Client shall notify Golder within ten (10) days of receipt of invoice of any dispute with the invoice and the parties shall promptly resolve any disputed items. Full payment is due prior to delivery of Golder's final deliverable. Payment on undisputed invoice amounts is due upon receipt of invoice by Client and is past due thirty (30) days from the date of the invoice. Client agrees to pay a finance charge of one and one-half percent (1-1/2%) per month (18% per annum), or the maximum rate allowed by law, on past due accounts. If payment remains past due sixty (60) days from the date of the invoice, then Golder shall have the right to suspend or terminate all Services under this Agreement, without prejudice or penalty. Client will pay all reasonable demobilization and other suspension or termination costs. Client agrees to pay all legal and collection costs incurred by Golder in pursuit of past due payments. Where the cost estimate for the Services is "not to exceed" a specified sum, Golder shall notify Client before each limit is exceeded, and shall not continue to provide Services beyond such limit unless Client authorizes an increase in the amount of the limitation. If a "not to exceed" limitation is broken down into budgets for specific tasks, the task budget may be exceeded without Client authorization as long as the total limitation is not exceeded.
3. **Changes** - Client and Golder recognize that it may be necessary to modify the scope of Services, schedule, and/or cost estimate proposed in this Agreement. Such changes shall change the Services, schedule, and/or the cost, as may be equitable under the circumstances. If after a good faith effort by Golder to negotiate modifications to the scope of Services, schedule, and/or cost estimate, an agreement has not been reached with the Client, then Golder shall have the right to terminate this Agreement, without prejudice or penalty, upon written notice to the Client.
4. **Delays and Force Majeure** - If site or other conditions prevent or inhibit performance of Services or if unrevealed hazardous waste materials or conditions are encountered, Services under this Agreement may be delayed. Client shall not hold Golder responsible for damages or delays in performance caused by acts or omissions of Client, its subcontractors, governmental authorities, regulatory agencies, civil or labour unrest, acts of God, nature, or terror, disruptions of the Internet, Golder's electronic, telecommunications or hosting services or any other events that are beyond the reasonable control of Golder. In the event of any such delay, the contract completion date shall be extended accordingly and Client shall pay Golder for Services performed to the delay commencement date plus reasonable delay charges. Delay charges shall include personnel and equipment rescheduling and/or reassignment adjustments and all other related costs incurred including but not limited to, labour and material escalation, and extended overhead costs, attributable to such delays. Delays in excess of thirty (30) days within the scope of this Article shall, at the option of either party, make this Agreement subject to termination or to renegotiation.
5. **Independent Judgments of Client** - If the Services include the collection of samples and data, then Golder's performance of the Services is subject to Client's assumption of all Subsurface Risks (such risks being more fully described in Article 12, Subsurface Risks). Golder will not be responsible for the independent conclusions, interpretations or decisions of Client, or others, relating to the Services. Under no circumstances do Golder's Services include making any recommendation, or giving any advice as to whether Client should or should not proceed with any transaction regarding any site related to the Services. Client assumes all responsibility and risk associated with decisions it makes based on the Services.
6.
  - a) **Indemnification by Golder** - Golder agrees to indemnify Client and its officers, directors, and employees from and against all claims, damages, losses or expenses (including but not limited to reasonable legal fees) arising from personal injury, death, or damage to third-party property to the extent that all claims, damages, losses or expenses are finally determined to result directly from Golder's negligence. Such indemnification, as limited by Article 7 Limitation of Liability, shall be Client's sole and exclusive remedy against Golder.
  - b) **Indemnification by Client** - Client shall, at all times, defend, indemnify and save harmless Golder and its subcontractors, consultants, agents, officers, directors and employees from and against all claims, damages, losses and expenses, including but not limited to reasonable attorneys' fees, court and arbitration costs, arising out of or resulting from the Services of Golder, including but not limited to claims made by third parties, or any claims against Golder arising from the acts, errors or omissions of Client, its employees, agents, contractors and subcontractors or others. To the fullest extent permitted by law, such indemnification shall apply regardless of breach of contract or strict liability of Golder. Such indemnification shall not apply to the extent that such claims, damages, losses or expenses are finally determined to result directly from Golder's negligence.
7. **Limitation of Liability** - Client agrees to limit the liability of Golder, its affiliates, and their respective employees, officers, directors, agents, consultants and subcontractors ("Golder Group") to Client, its employees, officers, directors, agents, consultants and subcontractors, whether in contract, tort, or otherwise, which arises from Golder's acts, negligence, errors or omissions, such that the total aggregate liability of the Golder Group to all those named shall not exceed Fifty Thousand Dollars (\$50,000) or Golder's total fee for the Services rendered under this Agreement, whichever is greater. Neither party shall be responsible to the other for lost revenues, lost profits, cost of capital, claims of customers, loss of data or any other special, indirect, consequential or punitive damages.
8. **Insurance** - Golder maintains insurance coverage with the following limits:
  - a) Workers' Compensation (statutory limits)
  - b) Automobile Liability \$1,000,000
  - c) Commercial General Liability:

Each Occurrence	\$1,000,000
Policy Aggregate	\$2,000,000
  - d) Professional Liability Insurance

Any One Claim	\$1,000,000
Policy Aggregate	\$3,000,000
9. **Professional Work Product** - The Services provided by Golder are intended for one time use only. All documents, including but not limited to, reports, plans, designs, boring logs, field data, field notes, laboratory test data, calculations, and estimates and all electronic media prepared by Golder are considered its professional work product (the "Documents"). Golder retains all rights to the Documents. Client understands and acknowledges that the Documents are not intended or represented by Golder to be suitable for reuse by any party, including, but not limited to, the Client, its employees, agents, subcontractors or subsequent owners on any extension of a specific project not covered by this Agreement or on any other project, whether Client's or otherwise, without Golder's prior written permission. Any reuse unauthorized by Golder will be at Client's sole risk.
10. **Data and Information** - Client shall provide to Golder all reports, data, studies, plans, specifications, documents and other information ("Project Information") which are relevant to the Services. Golder shall be entitled to rely upon the Project Information provided by Client or others, and Golder assumes no responsibility or liability for the accuracy or completeness of such or the impact any inaccurate Project Information may have on Golder's Services.
11. **Right of Entry** - Client will provide for the right of entry for Golder, its subcontractors, and all necessary equipment in order to complete the Services under this Agreement. If Client does not own the site, Client must obtain permission and execute any required documents for Golder to enter the site and perform Services. It is understood by Client that in the normal course of work some surface damage may occur, the restoration of which is not part of this Agreement.
12. **Subsurface Risks** - Special risks, including but not limited to injury to underground structures or utilities and unavoidable contamination, occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program implemented in accordance with a professional Standard of Care may fail to detect certain conditions. The environmental, geological, geotechnical, geochemical, hydrogeological and other conditions that Golder interprets to exist between and beyond sampling points may differ from those that actually exist.
13. **Disposal of Samples, Materials and Contaminated Equipment** - All samples obtained pursuant to this Agreement remain the property and responsibility of Client. Uncontaminated soil and rock samples or other specimens may be disposed of thirty (30) days after submission of the directly related work product, due pursuant to the proposal. All contaminated samples, materials and equipment (containing or potentially containing hazardous constituents), including, but not limited to soil cuttings, contaminated purge water, and/or other environmental wastes obtained pursuant to this Agreement remain the property and responsibility of Client and shall be returned to Client for proper disposal. Alternate arrangements to assist Client with proper disposal of such equipment, materials and/or samples may be made at Client's direction and expense.

14. **Control of Work and Job-Site Safety** - Golder shall be responsible only for the activities of its employees and subcontractors. Golder's Services under this Agreement are performed for the sole benefit of the Client and no other entity shall have any claim against Golder because of this Agreement or the performance or non-performance of Services hereunder. Golder will not direct, supervise or control the work of other consultants and contractors or their subcontractors. Insofar as job site safety is concerned, Golder is responsible only for the health and safety of its employees and subcontractors. Nothing herein shall be construed to relieve Client or any other consultants or contractors from their responsibilities for maintaining a safe job site. Golder shall not advise on, issue directions regarding, or assume control over safety conditions and programs for others at the job site.

15. **Public Responsibility** - Golder will endeavour to alert Client to any matter of which Golder becomes aware and believes requires Client's immediate attention to help protect public health and safety, or which Golder believes requires Client to notify others, or to otherwise conform with applicable codes, standards, regulations or ordinances. If Client decides to disregard Golder's recommendations in these respects, (i) Golder shall determine in its sole judgment if it has a duty to notify public officials, and (ii) Golder has the right to immediately terminate this Agreement upon written notice to the Client and without penalty.

16. **Notification and Discovery of Hazardous Materials** - Prior to commencing the Services and as part of Project Information defined in Article 10, Data and Information, Client shall furnish to Golder all documents and information known to Client that relate to past or existing conditions of the site and surrounding area, including the identity, location, quantity, nature or characteristics of any hazardous materials or suspected hazardous materials or subterranean utilities. Golder may rely on such information and documents. Client hereby warrants that, if it knows or has any reason to assume or suspect that hazardous materials may exist at the project site, it has so informed Golder. Client recognizes that hazardous materials or suspected hazardous materials may be discovered on the project site property or on surrounding properties.

17. **Termination** - Either party may terminate this Agreement as a result of a material breach of the other party if the other party does not commence and continue to cure the breach within thirty (30) days of receipt of written notice of the breach from the non breaching party. In the event of termination, Golder shall be paid for Services performed to the termination notice date, reasonable termination expenses, and a portion of its anticipated profits not less than the percentage of the contract services performed as of the termination notice date. Golder may complete such analyses and records as are necessary to complete its files and may also complete a report on the Services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of Golder in completing such analyses, records and reports.

18. **Intellectual Property** - To the extent that the Services involve Golder providing Client with the right to use or access proprietary Golder software, programs, information management solutions, hosting services, technology, information or data ("Golder Products"), Golder grants Client during the term of the project a non-exclusive, non-transferable, non-assignable license to use the Golder Products for Client's internal purposes, solely in connection with the Services. Except for this limited license, Golder expressly reserves all other rights in and to the Golder Products. To the extent that the Services involve Client providing Golder with the right to use or access proprietary Client software, programs, technology, information or data ("Client Product"), Client grants Golder a perpetual, non-exclusive, non-transferable, non-assignable, royalty free world-wide license to use and access the Client Product as necessary to provide Client with Services. Golder shall own all Intellectual Property (as hereinafter defined) associated with the Services and the Golder Products together with any modifications, updates or enhancements to said Intellectual Property and grants no right or license to such

21. **Authorization to Proceed** - By signing below, Client hereby authorizes Golder to proceed with the Services as outlined in the proposal (referenced above) and in accordance with this Agreement, which includes terms relating to payment, limitation of liability, insurance and indemnity, among many other important provisions. Client also represents that any "purchase order" type document which Client may issue subsequent to executing this Agreement, shall be for administrative or accounting convenience only, and that any terms or conditions attached thereto shall not apply, and that all services shall be solely governed by the presently executed agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed, as of the date and year first set forth above.

GOLDER ASSOCIATES LTD.

Signature \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Proposal No.: OP18103506-001-P-Rev0  
Proposal Date: 17 December 2018

Intellectual Property to Client except as expressly provided in this Agreement. Client conveys to Golder any interest in any such Intellectual Property rights that, notwithstanding the foregoing, would otherwise be deemed by law to vest in Client. "Intellectual Property" includes patents, patent applications, trademarks, trademark applications, copyrights, moral rights or other rights of authorship and applications to protect or register the same, trade secrets, industrial rights, know-how, privacy rights and any other similar proprietary rights under the laws of any jurisdiction in the world. Golder may use and publish the Client's name and give a general description of the Services rendered by Golder for the purpose of informing other clients and potential clients of Golder's experience and qualifications.

19. **Electronic Information** - Client acknowledges that electronic media is susceptible to unauthorized modification, deterioration, and incompatibility and therefore Client cannot rely upon the electronic media versions of the Documents. In the event of any discrepancy, Golder's hardcopy shall prevail.

20. **Miscellaneous**

a) This Agreement supersedes all other agreements, oral or written, and contains the entire agreement of the parties. No cancellation, modification, amendment, deletion, addition, waiver or other change in this Agreement shall have effect unless specifically set forth in writing signed by the party to be bound thereby. Titles in this Agreement are for convenience only.

b) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns provided that it may not be assigned by either party without consent of the other. It is expressly intended and agreed that no third party beneficiaries are created by this Agreement, and that the rights and remedies provided herein shall inure only to the benefit of the parties to this Agreement.

c) Client acknowledges and agrees that Golder can retain subconsultants, who may be affiliated with Golder, to provide Services for the benefit of Golder. Golder will be responsible to Client for the Services and work done by all of its subconsultants and subcontractors, collectively to the maximum amount stated in Article 7 Limitation of Liability. Client agrees that it will only assert claims against and seek to recover losses, damages or other liabilities from Golder and not Golder's affiliated companies. To the maximum extent allowed by law, Client acknowledges and agrees it will not have any legal recourse, and waives any expense, loss, claim, demand, or cause of action, against Golder's affiliated companies, and their employees, agents, officers and directors.

d) No waiver of any right or remedy in respect of any occurrence on one occasion shall be deemed a waiver of such right or remedy in respect of such occurrence on any other occasion.

e) All representations and obligations (including without limitation the obligation of Client to indemnify Golder in Article 6 and the Limitation of Liability in Article 7 shall survive indefinitely the termination of the Agreement. Client acknowledges that it may not use Golder's name or any reference to the Services in any press release or public document without the express, written consent of Golder.

f) Any provision, to the extent found to be unlawful or unenforceable, shall be stricken without affecting any other provision of the Agreement, so that the Agreement will be deemed to be a valid and binding agreement enforceable in accordance with its terms.

g) All questions concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder shall be governed by the laws of British Columbia unless the law of another jurisdiction must apply for this Agreement to be enforceable.

h) All notices required or permitted to be given hereunder, shall be deemed to be properly given if delivered in writing via facsimile machine, e-mail, regular mail, hand delivery or express courier addressed to Client or Golder, as the case may be, at the addressee set forth below in regard to the Client, and as listed on the Proposal in regard to Golder, with postage thereon fully prepaid if sent by mail or express courier.

Town of Ladysmith \_\_\_\_\_

Signature \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address Invoices to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Minister of Infrastructure  
and Communities



Ministre de l'Infrastructure  
et des Collectivités

Ottawa, Canada K1P 0B6



DEC 14 2018

His Worship Aaron Stone  
Mayor of Ladysmith  
401 Esplanade Avenue  
P.O. Box 220  
Ladysmith, British Columbia V9G 1A2

Dear Mr. Mayor:

Thank you for your letter of August 21, 2018, regarding the Ladysmith Harbour Waterfront Area Plan in Ladysmith, British Columbia. I would also like to thank you for bringing this project to my attention when we met on August 21. During our meeting, I very much enjoyed learning about your partnership with the Stz'uminus First Nation. Please accept my apologies for the delay in responding.

The Government of Canada has a long history of making strategic investments in a wide range of infrastructure categories. Infrastructure is the foundation of sustainable and inclusive communities—it removes barriers, brings people together and allows all Canadians to be active participants in their community. Moreover, good infrastructure fosters an environment where the best of Canadian innovation can grow.

The Government of Canada's *Investing in Canada* plan is providing more than \$180 billion over 12 years. Our priority is to promote infrastructure that will create good, well-paying jobs that can help the middle class grow and prosper. Key areas for investment include public transit, green and social infrastructure, transportation infrastructure that supports trade, and infrastructure in rural and northern communities.

The Plan is investing \$28.7 billion to improve public transit infrastructure throughout Canada, helping transform the way Canadians live, move and work; \$26.9 billion towards green infrastructure; and \$25.3 billion towards social infrastructure that will strengthen our communities and build a better quality of life for our children and grandchildren. Additionally, the Government will invest \$10.1 billion towards trade and transportation investments that will help Canadian businesses compete and grow, and \$2 billion to support a broad range of projects in our rural and northern communities.

...2

The Agreement in place with British Columbia will provide over \$4.1 billion in federal funding dedicated to infrastructure projects in British Columbia over the next decade. This new funding will see the Government of Canada and the Province of British Columbia make unprecedented investments in public transit, green infrastructure, communities, recreational and cultural infrastructure, as well as rural and northern communities.

Under the new Agreement, proposed projects must first be prioritized by the province before they are submitted to Infrastructure Canada for consideration. I would encourage you to submit your proposal to the Ministry of Community Affairs and Housing so that it may determine whether the project should be prioritized for funding consideration.

Thank you for writing on this important matter.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'F. Champagne', written in a cursive style.

The Honourable François-Philippe Champagne, P.C., M.P.  
Minister of Infrastructure and Communities

c.c. Chief John Elliott  
Stz'uminus First Nation



Ref. 45522 & 45753

October 16, 2018

Mayor Aaron Stone  
Town of Ladysmith  
PO Box 220  
410 Esplanade  
Ladysmith BC V9G 1A2

Dear Mayor Aaron Stone and Council:

I am writing to express my appreciation for our meeting at the Union of British Columbia Municipalities Convention on September 12, 2018 and to acknowledge the receipt of your email of September 20, 2018.

During our meeting, you provided me an update on the work you've done with Stz'uminus First Nation on your Waterfront Area Plan. It is inspiring to hear about the partnership you have established and collaborative process you have undergone; this is an important step towards reconciliation. As I mentioned in our meeting, I recently met with my federal counterparts, and I was able to describe the important reconciliation efforts being made between local governments and First Nations in BC.

We are actively working on the meeting request you sent to me and Ministers Donaldson and Heyman on September 20, 2018. In the interim, there are various funding options offered through the Provincial Government that are accessible to you to assist in the wide array of components within the Waterfront Area Plan. We have passed on the information you provided to Cheryl McLay, Regional Manager, Ministry of Forest Lands and Natural Resource Operations and Rural Development. For convenience, Cheryl's phone number is (250) 751-3217 and she is willing to help you with ideas on potential next steps to move forward with this exciting project.

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**Ministry of  
Indigenous Relations  
and Reconciliation**

Office of the  
Minister

Mailing Address:  
Box 9151 Stn Prov Govt  
Victoria BC V8W 9E2  
email: [IRR.Minister@gov.bc.ca](mailto:IRR.Minister@gov.bc.ca)  
website: [www.gov.bc.ca/irr](http://www.gov.bc.ca/irr)

Telephone: 250 953-4844  
Facsimile: 250 953-4856

Local governments play an important and unique role in building and improving relationships with Indigenous peoples in British Columbia. You have invaluable insights related to matters such land management and land use planning, service agreements and economic development. Collaboration among local governments, Indigenous peoples, and the Province on shared values of prosperity and healthy communities offers a promising path forward for reconciliation and economic growth for all British Columbians.

Again, thank you for your time at the convention.

Sincerely,

A handwritten signature in black ink, appearing to read 'Scott Fraser', with a stylized flourish at the end.

Scott Fraser  
Minister

pc: Cheryl McLay  
Regional Manager  
Ministry of Forest Lands and Natural Resource Operations  
and Rural Development



**STAFF REPORT TO COUNCIL**

From: Erin Anderson, Director of Financial Services  
 Meeting Date: January 21, 2019  
 File No: 4320-20

**RE: Establish a Vancouver Island-wide Inter-community Business Licence (ICBL)**

**RECOMMENDATION:**

That Council give first, second and third readings to “Town of Ladysmith Inter-Community Business Licence 2013, No.1839, Amendment Bylaw 2019, No.1991”.

**PURPOSE:**

The purpose of this staff report is provide background to the amendments to the Inter-Community Business Licence program that is establishing throughout Vancouver Island.

**PREVIOUS COUNCIL DIRECTION**

CS 2018- 140	2018- 05-07	That Council: 1. Receive the report from the Director of Financial Services regarding the opportunity to establish a Vancouver Island-wide Inter-Community Business Licence.  2. Direct staff to prepare an amendment to “Town of Ladysmith Inter-Community Business Licence Bylaw 2013, No. 1839” to establish a Vancouver Island-wide Inter-Community Business Licence.
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**INTRODUCTION/BACKGROUND:**

In May of 2018, Council provided direction to make amendments to the Town’s Inter-Community Business Licence (ICBL) program. As more municipalities are joining the Vancouver Island-wide ICBL, the time has come for Ladysmith to officially become part of this program.

Ladysmith currently offers 2 business licence programs:

- 1) Inter-Municipal Business Licence. The fee is \$100 and the licence is valid in member municipalities within the CVRD.
- 2) Inter-Community Business Licence. This is applicable to only mobile business as an add-on to the business’s existing Inter-Municipal Business Licence. The fee is currently an additional \$150 and is valid from Campbell River to the Malahat and over to Port Alberni.

It is #2 that is proposed to be expanded to include municipalities throughout Vancouver Island and the fee is to increase from \$150 to \$170.

The Province is leading the coordination of the municipalities to join the program. The municipalities of Sooke, Esquimalt, North Cowichan and Lake Cowichan have already adopted amending bylaws to become part of this program.

**ALTERNATIVES:**

Council can choose to not amend the bylaw.

**FINANCIAL IMPLICATIONS:**

The Town invoiced the 2019 Inter-Community Business Licenses in December of 2018. The fee at the time for the ICBL was \$150.00 and there were 82 businesses billed. The due-date for the ICBL (along with the regular business licence) is February 28.

The proposed amendment for the ICBL is a fee increase of \$20.00 effective March 1<sup>st</sup>. Business that were already levied their 2019 ICBL business fee will receive the benefit of a potentially greater market to operate in for the calendar year of 2019 at a reduced price. The estimated foregone revenue for this difference is \$1,640.

**ALIGNMENT WITH SUSTAINABILITY VISIONING REPORT:**

- |  |  |
|--|--|
| <input type="checkbox"/> Complete Community Land Use | <input type="checkbox"/> Low Impact Transportation         |
| <input type="checkbox"/> Green Buildings             | <input type="checkbox"/> Multi-Use Landscapes              |
| <input type="checkbox"/> Innovative Infrastructure   | <input type="checkbox"/> Local Food Systems                |
| <input type="checkbox"/> Healthy Community           | <input checked="" type="checkbox"/> Local, Diverse Economy |
| <input type="checkbox"/> Not Applicable              |  |

**ALIGNMENT WITH STRATEGIC PRIORITIES:**

- |  |   |
|--|---|
| <input type="checkbox"/> Employment & Tax Diversity              | <input type="checkbox"/> Natural & Built Infrastructure |
| <input type="checkbox"/> Watershed Protection & Water Management | <input checked="" type="checkbox"/> Partnerships        |
| <input type="checkbox"/> Communications & Engagement             | <input type="checkbox"/> Not Applicable                 |

**SUMMARY:**

The Town of Ladysmith Inter-Community Business Licence 2018 No.1839 amendment Bylaw 2019 No.1991 is on tonight's agenda for first 3 readings. The purpose of this report is to seek Council support and approval for amending Bylaw 1839 to establish a Vancouver Island-wide Inter-community Business Licence Bylaw.



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Erin Anderson, Director of Financial Services

January 15, 2019

I concur with the recommendation.



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for Guillermo Ferrero, City Manager

**ATTACHMENTS:**

- 2018.03.12 Staff Report – Establish a Vancouver Island-wide Inter-community Business Licence (ICBL)
- Town of Ladysmith Inter-Community Business Licence Bylaw 2013, No. 1839, Amendment Bylaw 2019, No. 1991

**STAFF REPORT TO MUNICIPAL SERVICES COMMITTEE**

From: Erin Anderson, Director of Financial Services  
Meeting Date: March 12<sup>th</sup>, 2018  
File No: 4320-20

**RE: Establish a Vancouver Island-wide Inter-community Business Licence (ICBL)**

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**RECOMMENDATION:**

That the Committee recommend that Council direct staff to:

1. Receive the report from the Director of Financial Services regarding the opportunity to establish a Vancouver Island-wide Inter-community Business Licence.
2. Approve moving forward with amending "Town of Ladysmith Inter-Community Business Licence Bylaw 2013, No. 1839" to establish a Vancouver Island-wide Inter-community Business Licence.

**PURPOSE:**

The purpose of this staff report is to seek direction from Council to amend Town of Ladysmith Inter-Community Business Licence Bylaw 2013, No. 1839 to establish a Vancouver Island-wide Inter-community Business Licence.

**INTRODUCTION/BACKGROUND:**

The Town of Ladysmith is currently a member of the Inter-Community Business License Program. This program allows for businesses that travel to other communities within the region (Campbell River to the Malahat) to purchase an additional business licence that is valid in all of the area.

On February 8, 2018 representatives from the Central Island ICBL and Greater Victoria Inter-municipal Business Licence groups as well as the Cowichan Valley Regional District met in Duncan to discuss expanding partnerships throughout Vancouver Island. Invitations were also extended to northern (Alert Bay, Port Alice, Port Hardy and Port McNeil) communities and western Vancouver Island (Tofino and Ucluelet) communities that are considering inter-community business licence partnerships.



Business licence analysis carried out by the Province of British Columbia (Province) indicates that expanded ICBL partnerships will support a significant number of mobile businesses throughout Vancouver Island by reducing unnecessary administrative burden, fostering positive intercommunity partnerships, increasing compliance, displaying business friendliness without substantial impact to municipal revenues.

In 2017, the Province requested business licencing information and received data from a little over half of participating Central Island and Greater Victoria ICBL communities. The data shows that approximately 10% of non-resident businesses purchased licences in both Central Island and Greater Victoria communities.

Statistics Canada indicates that over 32,000 businesses on Vancouver Island are in the construction sector alone. This number is the best figure the Province has representing the total businesses that might be mobile in nature throughout Vancouver Island. If we assume that 10% of these businesses are working between ICBL regions, then a substantial 3,200 businesses could benefit from broader ICBL partnerships.

Created in partnership with local governments, the Union of British Columbia Municipalities and the Province, ICBL agreements streamline and simplify the licensing process, making it easier to do business in participating communities. ICBLs allow mobile businesses (e.g. contractors, caterers, and other service providers) to operate across the participating government jurisdictions, without having to apply for multiple businesses licences.

The Greater Victoria Inter-Municipal Business Licence program has successfully met these goals since 2001 and the Central Island ICBL program has done likewise since 2014.

Communities continue to recognize the benefits and success of ICBL programs. British Columbia now benefits from 15 inter-community business licence agreements with 91 different participating communities. This includes four new agreements launched in the Kootenays and Northeast in 2017. More information can be found at [www.gov.bc.ca/smallbusiness](http://www.gov.bc.ca/smallbusiness).

#### **ALTERNATIVES:**

Council can choose to not amend the bylaw.

#### **FINANCIAL IMPLICATIONS:**

The Province drew upon a thorough analysis of 2017 Metro West Vancouver business licencing data as a sound model that indicated an increased fee by 12% supported revenue neutrality. The Central Island ICBL is presently \$150 and when multiplied by 1.12 equals \$168, which can be rounded up to a \$170 fee for a Vancouver Island-wide ICBL fee that maintains existing ICBL revenues.

At an October 30, 2017 Central Island ICBL progress meeting, representatives agreed that prorating will increase compliance and at least maintain revenues in compensation for ICBL inspection and administrative services.

In order to maintain ICBL revenues, the ICBL fee will be increased to \$170.

In order to prorate ICBLs, the Town of Ladysmith can establish the ability to pro-rate the ICBL on the same basis that the Town of Ladysmith pro-rates its municipal business licence by amending the fees section of Town of Ladysmith ICBL Bylaw No. 1893 with the following:

“The annual Inter-Community Business Licence fees prescribed in this bylaw may be reduced pro-rata in respect of any person who becomes liable to be licenced AFTER the commencement of the licence period, on the same basis as the municipal business licence.”

#### **STRATEGIC PLAN:**

Expanding the Central Island ICBL agreement is a straightforward process to build on success and expand partnerships throughout Vancouver Island.

Central and Greater Victoria communities considered several partnership options and agreed expanding the Central Island ICBL was clearly the best option. The process to amend the bylaw only requires adding new communities to the list of participating municipalities and updating the fee to \$170.

Greater Victoria communities will adopt the amended Central Island ICBL and maintain the Greater Victoria Inter-municipal business licence as a \$100 option for local mobile businesses.

Mobile businesses are likely to accept the nominal \$20 increase in the ICBL fee (from \$150 to \$170) in return for the ability to work more broadly throughout partnering Vancouver Island communities.

#### **LEGAL IMPLICATIONS:**

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

Section 15 (1) states that Council may provide terms and conditions that may be imposed for obtaining, continuing to hold or renewing a licence, permit or approval and specify the nature of the terms and condition and who may impose them.

In order to expand the ICBL partnership, the name of new communities will be added to the list of Participating Municipalities.

### **CITIZEN/PUBLIC RELATIONS IMPLICATIONS:**

The ICBL bylaw will be communicated to staff and business owners. Notice will be advertised in the local newspaper and the bylaw will be added to the Town's website.

Expanding and prorating the ICBL program provides participating communities opportunity to celebrate the ongoing success of the program and display new business friendly initiative. Communities could use business licence renewal notices to raise awareness about the newly expanded and prorated business friendly ICBL opportunity.

The Province will provide exemplary communication pamphlets from other ICBL agreement groups in British Columbia to help Vancouver Island ICBL communities develop and tailor their own communications for inclusion in their business licence renewal notices and raise awareness about their increasingly business friendly program.

The Province may also help communities raise awareness and celebrate expanded program and prorating opportunity through a jointly developed news release.

### **ANALYSIS/APPLICATION OF RECOMMENDED COURSE OF ACTION**

1. Approve moving forward with Vancouver Island-wide ICBL option;
2. The Town of Ladysmith will amend ICBL bylaw 1839 as follows:
  - a. **UPDATE THE LIST OF LOCAL GOVERNMENTS UNDER "PARTICIPATING MUNICIPALITY";**
  - b. **INCREASE THE FEE to \$170; and**
  - c. Add to the **FEES SECTION** "the annual Inter-Community Business Licence fees prescribed in this bylaw may be reduced pro-rata in respect of any person who becomes liable to be licenced AFTER the commencement of the licence period, on **THE SAME BASIS AS THE MUNICIPAL BUSINESS LICENCE.**"
3. Council will give notice of its intention to adopt the bylaw by publishing notice in the newspaper and will provide an opportunity for people to make representation to Council at a hearing;
4. ICBL Bylaw 1839 will be given, first, second and third readings;

5. The Town of Ladysmith will adopt the ICBL bylaw;
6. The Town of Ladysmith will use business licence renewal notices and work with the Province to develop a joint news release as communications opportunities to raise awareness about the newly expanded and pro-rated ICBLs and community's ongoing business friendly initiative;
7. The Participating Governments will offer an ICBL to all business owners starting January 1, 2019.

**ALIGNMENT WITH SUSTAINABILITY VISIONING REPORT:**


- |  |  |
|--|--|
| <input type="checkbox"/> Complete Community Land Use | <input type="checkbox"/> Low Impact Transportation         |
| <input type="checkbox"/> Green Buildings             | <input type="checkbox"/> Multi-Use Landscapes              |
| <input type="checkbox"/> Innovative Infrastructure   | <input type="checkbox"/> Local Food Systems                |
| <input type="checkbox"/> Healthy Community           | <input checked="" type="checkbox"/> Local, Diverse Economy |
| <input type="checkbox"/> Not Applicable              |  |

**ALIGNMENT WITH STRATEGIC PRIORITIES:**

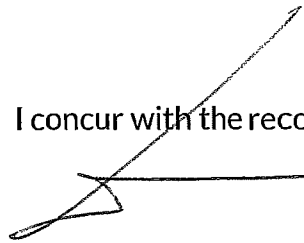
- |  |   |
|--|---|
| <input type="checkbox"/> Employment & Tax Diversity              | <input type="checkbox"/> Natural & Built Infrastructure |
| <input type="checkbox"/> Watershed Protection & Water Management | <input checked="" type="checkbox"/> Partnerships        |
| <input type="checkbox"/> Communications & Engagement             | <input type="checkbox"/> Not Applicable                 |

**SUMMARY:**

The purpose of this report is to seek Council support and approval for amending Bylaw 1839 to establish a Vancouver Island-wide Inter-community Business Licence Bylaw.

  
 \_\_\_\_\_  
 Erin Anderson, Director of Financial Services

March 7<sup>th</sup>, 2018

I concur with the recommendation.  
  
 \_\_\_\_\_  
 Guillermo Ferrero, City Manager



**APPENDIX**

**TOWN OF LADYSMITH**

**BYLAW NO. XXXX**

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

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

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

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

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

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

**1. CITATION**

This bylaw may be cited as the Town of Ladysmith "Inter-Community Business Licence Bylaw No. XXXX, 2019."

**2. DEFINITIONS**

In this bylaw, unless the context otherwise requires,

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

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

“Inter-Community Business” means a Business that performs a service or activity within more than one Participating Municipality by moving from client to client rather than having clients come to them. This includes but is not limited to trades, plumbers, electricians, cleaning services, pest control or other similar businesses. This does not include fruit stands, flea markets, trade shows or other similar businesses.

“Inter-Community Business Licence” means a business licence which authorizes Inter-Community Business to be carried on within the boundaries of any or all of the Participating Municipalities in accordance with this Bylaw and will be in addition to a Municipal Business Licence. “Municipal Business Licence” means a licence or permit, other than an Inter-Community Business Licence, issued by a Participating Municipality that authorizes a Business to be carried on within the jurisdictional boundaries of that Participating Municipality.

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

“Inter-Community Business” means a Business that performs a service or activity within more than one Participating Municipality by moving from client to client rather than having clients come to them. This includes but is not limited to trades, plumbers, electricians, cleaning services, pest control or other similar businesses. This does not include fruit stands, flea markets, trade shows or other similar businesses.

“Inter-Community Business Licence” means a business licence which authorizes Inter-Community Business to be carried on within the boundaries of any or all of the Participating Municipalities in accordance with this Bylaw and will be in addition to a Municipal Business Licence. “Municipal Business Licence” means a licence or permit, other than an Inter-Community Business Licence, issued by a Participating Municipality that authorizes a Business to be carried on within the jurisdictional boundaries of that Participating Municipality.

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

- City of Campbell River
- City of Colwood
- City of Courtenay
- City of Duncan
- City of Langford
- City of Nanaimo
- City of Parksville

City of Port Alberni  
Corporation of the City of Victoria  
Corporation of the District of Central Saanich  
Corporation of the District of North Saanich  
Corporation of the District of Oak Bay  
Corporation of the District of Saanich  
Corporation of the Township of Esquimalt  
District of Lantzville  
District of Metchosin  
District of North Cowichan  
District of Sooke  
District of the Highlands  
Town of Comox  
Town of Ladysmith  
Town of Lake Cowichan  
Town of Qualicum Beach  
Town of Sidney  
Town of View Royal  
Village of Cumberland

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

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

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

### **3. REGULATIONS**

- a) Subject to Section (c) and (e), a person who has obtained an Inter-Community Business Licence may carry on business within a Participating Municipality for the term authorized by the Inter-Community Business Licence without obtaining a Municipal Business Licence in the other Participating Municipalities.
- b) A Participating Municipality may issue an Inter-Community Business Licence to an applicant for an Inter-Community Business Licence provided the business type is an Inter-Community Business and is not an Excluded Business, the applicant has a valid Municipal Business Licence issued by that Participating Municipality, and the applicant meets the requirements of this Bylaw.
- c) A person holding an Inter-Community Business Licence must comply with all other regulations and bylaws of the Participating Municipality in which they are carrying on business.

- d) A business that operates under an Inter-Community Business Licence in more than one Participating Municipality shall only apply for an Inter-Community Business Licence from the Participating Municipality in which they maintain a Premise.

Notwithstanding the issuance of an Inter Community Business Licence, every person who carries on, maintains, owns or operates, within a Participating Municipality, any profession, business, trade, occupation, calling, undertaking or thing in or from more than one branch,

- e) office, place, premise or store shall obtain a separate Municipal Business Licence for each branch, office, place, premise or store. And further notwithstanding Sections (b), (c), and (d), the Participating Municipalities agree that where an applicant for an Inter-Community Business Licence:
- i. Does not maintain Premises in any of the Participating Municipalities, then the applicant may apply at any one of them; or
  - ii. Maintains a Premise in more than one of the Participating Municipalities, the applicant must apply at one of the Participating Municipalities where they maintain a Premise.

#### 4. FEES

- a) The fee for an Inter-Community Business licence is \$170 and shall be paid in full at the time of application and retained by the Participating Municipality that issues the licence.
- b) The fee for an Inter-Community Business licence is separate and additional to any Municipal Business Licence fee that may be required.
- c) The annual Inter-Community Business Licence fees prescribed in this bylaw may be reduced pro-rata in respect of any person who becomes liable to be licenced AFTER the commencement of the licence period, on the same basis AS THE MUNICIPAL BUSINESS LICENCE.

#### 5. APPLICATION

- a) Every Inter-Community Business Licence shall be issued on a standard form provided for that purpose, as agreed upon from time to time by the Participating Municipalities and including, as a minimum, the following information:
- Disclosing the nature and character of the profession, business, trade, occupation, calling, undertaking or thing to be carried on, maintained, owned or operated by the applicant;
  - Declaring the mailing address and contact information for such profession, business, trade, occupation, calling, undertaking or thing;

- Declaring the number of persons engaged or occupied in such profession, business, trade, occupation, calling, undertaking or thing;
  - Disclosing the number of distinctive lines of goods sold or offered for sale;
  - Including any other information concerning the profession, business, trade, occupation, calling, undertaking or thing which the Participating Municipality may require.
- b) Each Participating Municipality shall provide to all other Participating Municipalities standardized information regarding the Inter-Community Business Licences issued by way of at least weekly updates on a shared database available to all Participating Municipalities.

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

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

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

## 7. MISCELLANEOUS

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

### Notice Must:

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

## 8. SEVERABILITY

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

9. EFFECTIVE DATE

This Bylaw shall come into full force and effect on the first day of January 2019.

READ A FIRST TIME on the XXXX day of XXXX, 2018.

READ A SECOND TIME on the XXXX day of XXXX, 2018.

READ A THIRD TIME on the XXXX day of XXXX, 2018.

NOTICE GIVEN in accordance with Sections 59 of the *Community Charter* by advertising in XXXX on the XXXX day of XXXX, 2018 and in the XXXX on the XXXX day of XXXX, 2018.

ADOPTED on the XXXX day of XXXX, 2018.

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Joanna Winter  
Director of Corporate Services

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Aaron Stone  
Mayor

PREVIOUSLY REJECTED

## SCHEDULE A

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

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

Previously reviewed



**TOWN OF LADYSMITH**

**BYLAW NO. 1991**

A bylaw to amend Town of Ladysmith Inter-Community Business Licence Bylaw 2013, No. 1839

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

**Amendment**

1. "Inter-Community Business Licence Bylaw No. 1839, 2013" is hereby amended as follows:
  - A) In Section 1 by adding the following to the definition of "participating municipality":  
"District of Sooke, Corporation of the Township of Esquimalt, and any other local government that adopt this Bylaw at a later date."
  - B) In Section 4(a), substitute the fee of \$150 with \$170.
  - C) By adding the following section 4 (c):  
"The annual Inter-Community Business Licence Fee prescribed in this bylaw may be reduced pro-rata in respect of any person who becomes liable to be licensed after the commencement of the licence period, on the same basis as a municipal business licence."
2. The bylaw takes effect March 1, 2019.

**Citation**

3. This bylaw may be cited as "Town of Ladysmith Inter-Community Business Licence Bylaw 2013, No. 1839, Amendment Bylaw 2019, No. 1991".

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

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Mayor  
(A. Stone)

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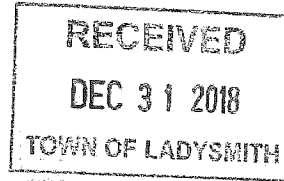
Corporate Officer  
(J. Winter)

Minister of Infrastructure  
and Communities



Ministre de l'Infrastructure  
et des Collectivités

Ottawa, Canada K1P 0B6



DEC 14 2018

His Worship Aaron Stone  
Mayor of Ladysmith  
401 Esplanade Avenue  
P.O. Box 220  
Ladysmith, British Columbia V9G 1A2

Dear Mr. Mayor:

Thank you for your letter of August 21, 2018, regarding the Ladysmith Harbour Waterfront Area Plan in Ladysmith, British Columbia. I would also like to thank you for bringing this project to my attention when we met on August 21. During our meeting, I very much enjoyed learning about your partnership with the Stz'uminus First Nation. Please accept my apologies for the delay in responding.

The Government of Canada has a long history of making strategic investments in a wide range of infrastructure categories. Infrastructure is the foundation of sustainable and inclusive communities—it removes barriers, brings people together and allows all Canadians to be active participants in their community. Moreover, good infrastructure fosters an environment where the best of Canadian innovation can grow.

The Government of Canada's *Investing in Canada* plan is providing more than \$180 billion over 12 years. Our priority is to promote infrastructure that will create good, well-paying jobs that can help the middle class grow and prosper. Key areas for investment include public transit, green and social infrastructure, transportation infrastructure that supports trade, and infrastructure in rural and northern communities.

The Plan is investing \$28.7 billion to improve public transit infrastructure throughout Canada, helping transform the way Canadians live, move and work; \$26.9 billion towards green infrastructure; and \$25.3 billion towards social infrastructure that will strengthen our communities and build a better quality of life for our children and grandchildren. Additionally, the Government will invest \$10.1 billion towards trade and transportation investments that will help Canadian businesses compete and grow, and \$2 billion to support a broad range of projects in our rural and northern communities.

...2

The Agreement in place with British Columbia will provide over \$4.1 billion in federal funding dedicated to infrastructure projects in British Columbia over the next decade. This new funding will see the Government of Canada and the Province of British Columbia make unprecedented investments in public transit, green infrastructure, communities, recreational and cultural infrastructure, as well as rural and northern communities.

Under the new Agreement, proposed projects must first be prioritized by the province before they are submitted to Infrastructure Canada for consideration. I would encourage you to submit your proposal to the Ministry of Community Affairs and Housing so that it may determine whether the project should be prioritized for funding consideration.

Thank you for writing on this important matter.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'F. Champagne', written in a cursive style.

The Honourable François-Philippe Champagne, P.C., M.P.  
Minister of Infrastructure and Communities

c.c. Chief John Elliott  
Stz'uminus First Nation

### **Association of Vancouver Island and Coastal Communities (AVICC) 2019 Annual Convention**

Town of Ladysmith policy permits the Mayor and up to four Councillors to attend the AVICC annual convention.

#### **Staff Recommendation:**

That Council determine which members will attend the Association of Vancouver Island and Coastal Communities annual convention April 11-13, 2019, in Powell River.

### **Federation of Canadian Municipalities (FCM) 2019 Annual Convention**

Mayor attendance at the 2019 FCM Convention from May 30-June 2, 2019, in Quebec City, QB, at an estimated cost of \$4,000.

In accordance with Travel Expenses Policy 5-1790-B, a Council member must receive Council authorization to attend conferences and workshops other than the AVICC and UBCM annual conventions. Mayor Stone requests Council's authorization to attend the Federation of Canadian Municipalities 2019 Convention in Quebec City, QB, May 30 to June 2, 2019, at an estimated cost of \$4,000.

### **Union of British Columbia Municipalities (UBCM) 2019 Annual Convention**

Town of Ladysmith policy permits the Mayor and up to four Councillors to attend the UBCM annual convention.

#### **Staff recommendation:**

That Council determine which members will attend the Union of British Columbia Municipalities annual convention September 23-27, 2019, in Vancouver.

## **Association of Vancouver Island and Coastal Communities**

### **1. Resolutions and Nominations Deadline**

The AVICC Executive would like to remind members that the deadline for resolutions to be submitted for the 2019 AVICC AGM & Convention is February 7, 2019. The call for resolutions that was initially sent out in November is included again with this email. The package provides guidelines for drafting clear resolutions and a sample resolution.

Also attached is the Nomination package for positions on the AVICC Executive. Signed nomination and consent forms need to be received by the AVICC office by February 7, 2019 in order for candidates to be included in the report on nominations. Candidates may also be nominated from the floor at the Convention.

### **2. Interim Electoral Area Representative**

Director Vanessa Craig, representing Electoral Area B in the Regional District of Nanaimo, has joined the AVICC Executive as interim Electoral Area Representative. This position became available when former Sunshine Coast Regional District Director Ian Winn did not seek re-election. Director Craig will serve in this role until the Convention in April, and is eligible to be re-elected to this role during the Convention. The Executive welcomes Director Craig, and is looking forward to working with her.

### **3. Call for an AVICC Representative on the Aquaculture Management Advisory Committee (AMAC) for Shellfish.**

An Aquaculture Management Advisory Committee (AMAC) for shellfish was established by Fisheries and Oceans Canada to provide advice and make recommendations on planning, policy and operational decisions related to the aquaculture management of shellfish in BC. The full terms of reference for the committee including details on the committee composition and goals are attached to this email.

AVICC is seeking expressions of interest from elected officials from our region to act as AVICC's representative on this committee. Members interested in serving as the representative should review the attached terms of reference, and email an application to [avicc@ubcm.ca](mailto:avicc@ubcm.ca) by February 2nd. The application should describe the member's background and experience as it relates to shellfish aquaculture. The next meeting of the AMAC is scheduled for April 30th in Courtenay, and applicants should confirm that they will be available to attend that meeting.

The member appointed will be expected to report back to the AVICC Executive on the discussions and outcomes of the committee's work. The member appointed will be responsible for representing the full AVICC membership, and responsible for obtaining and communicating to AMAC the input and guidance of AVICC members. Minutes from the last two AMAC Shellfish meetings are available to interested members by request to [avicc@ubcm.ca](mailto:avicc@ubcm.ca)

### **4. Convention Registration**

The AVICC Executive is reviewing the excellent proposals received for sessions at the upcoming convention. The program is being developed, and registration will be opening early in February. There will be another member update sent out with information about the convention sessions, with a link for delegates to register online through CivicInfo.



## 2019 AGM & CONVENTION

### RESOLUTIONS NOTICE REQUEST FOR SUBMISSIONS

#### **DEADLINE FOR RESOLUTIONS**

All resolutions must be received in the AVICC office by: **FEBRUARY 7, 2019**

#### **IMPORTANT SUBMISSION REQUIREMENTS**

To submit a resolution to the AVICC for consideration please send:

1. One copy submitted as a **word document** by email to [avicc@ubcm.ca](mailto:avicc@ubcm.ca); AND
2. One copy of the resolution by regular mail to:  
AVICC, 525 Government Street, Victoria, BC V8V 0A8

Guidelines for preparing a resolution follow, but the basic requirements are:

- Resolutions are only accepted from AVICC member local governments, and must have been endorsed by the board or council.
- Members are responsible for submitting accurate resolutions.
- Separate **background information explaining the resolution must** accompany each resolution submitted. This information will be shared on the AVICC website.
- Sponsors should be prepared to introduce their resolutions on the Convention floor.
- The resolution should not contain more than two "whereas" clauses.
- Each whereas clause must only have **one sentence**.
- Local government staff should check the accuracy of legislative references, and be able to answer questions from AVICC/UBCM about each resolution. Contact AVICC/UBCM for assistance in drafting the resolution.

#### **LATE RESOLUTIONS**

- a. A resolution submitted after the regular deadline is treated as a "Late Resolution". Late Resolutions need to be received by AVICC by noon on **Wednesday, April 10<sup>th</sup>**.
- b. Late resolutions are not included in the resolutions package sent out to members before the Convention. They are included in the Report on Late Resolutions that is distributed on-site.
- c. The Resolutions Committee only recommends late resolutions for debate if the topic was not known prior to the regular deadline date or if it is emergency in nature. Late Resolutions require a special motion to admit for debate.
- d. Late resolutions are considered after all resolutions printed in the Resolutions Book have been debated. The time is set out in the program, and is normally on Sunday morning.

## **UBCM RESOLUTION PROCEDURES**

UBCM urges members to submit resolutions to Area Associations for consideration. Resolutions endorsed at Area Association annual meetings are submitted automatically to UBCM for consideration and do not need to be re-submitted to UBCM by the sponsor.

UBCM and its member local governments have observed that submitting resolutions first to Area Associations results in better quality resolutions overall. If absolutely necessary, however, local governments may submit council or board endorsed resolutions directly to UBCM prior to June 30. Should this be necessary, detailed instructions are available on the UBCM website.

## **UBCM RESOLUTIONS PROCESS**

1. Members submit resolutions to their Area Association for debate.
2. The Area Association submits resolutions endorsed at its Convention to UBCM.
3. The UBCM Resolutions Committee reviews the resolutions for submission to its Convention.
4. Resolutions endorsed at the UBCM Convention are submitted to the appropriate level of government for response.
5. UBCM will forward the response to the resolution sponsor for review.

## **UBCM RESOLUTIONS GUIDELINES**

### **The Construction of a Resolution:**

All resolutions contain a preamble and an enactment clause. The preamble describes *the issue* and the enactment clause outlines *the action being* requested. A resolution should answer the following three questions:

- a) What is the problem?
- b) What is causing the problem?
- c) What is the best way to solve the problem?

### **Preamble:**

The preamble begins with "WHEREAS", and is a concise paragraph about the nature of the problem or the reason for the request. It answers questions (a) and (b) above, stating the problem and its cause, and should explain, clearly and briefly, the reasons for the resolution.

The preamble should contain no more than two "WHEREAS" clauses. Supporting background documents can describe the problem more fully if necessary. Do not add extra clauses.

Only one sentence per WHEREAS clause.

### **Enactment Clause:**

The enactment clause begins with the phrase "THEREFORE BE IT RESOLVED", and is a concise sentence that answers question (c) above, suggesting the best way to solve the problem. The enactment should propose a specific action by AVICC and/or UBCM.

Keep the enactment clause as short as possible, and clearly describe the action being requested. The wording should leave no doubt about the proposed action.

## How to Draft a Resolution:

### **1. Address one specific subject in the text of the resolution.**

Since your community seeks to influence attitudes and inspire action, limit the scope of a resolution to one specific subject or issue. Delegates will not support a resolution if it is unclear or too complex for them to understand quickly. If there are multiple topics in a resolution, the resolution may be sent back to the sponsor to rework and resubmit, and may end up as a Late Resolution not admitted for debate.

### **2. Use simple, action-oriented language and avoid ambiguous terms.**

Explain the background briefly and state the desired action clearly. Delegates can then debate the resolution without having to try to interpret complicated text or vague concepts.

### **3. Check legislative references for accuracy.**

Research the legislation on the subject so the resolution is accurate. Where necessary, identify:

- the correct jurisdictional responsibility (responsible ministry or department, and whether provincial or federal government); and
- the correct legislation, including the title of the act or regulation.

### **4. Provide factual background information.**

Even a carefully written resolution may not be able to convey the full scope of the problem or the action being requested. Provide factual background information to ensure that the resolution is understood fully. Submit background information in one of the following formats:

#### **i Supplementary Memo:**

A brief, one-page memo from the author, that outlines the background that led to the presentation and adoption of the resolution by the local government.

#### **ii Council/Board Report:**

A report on the subject matter, presented to the council or board along with the resolution. If it is not possible to send the entire report, then extract the essential background information and submit it with the resolution.

Resolutions submitted without background information **will not be considered** until the sponsor has provided adequate background information. This could result in the resolution being returned and having to be resubmitted as a late resolution.

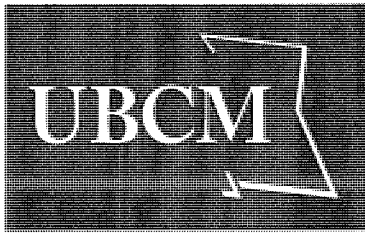
### **5. Construct a brief, descriptive title.**

A title identifies the intent of the resolution and helps eliminate the possibility of misinterpretation. It is usually drawn from the "enactment clause" of the resolution. For ease of printing in the Annual Report and Resolutions Book and for clarity, a title should be no more than three or four words.

### **6. For resolutions to be debated at UBCM, focus on issues that are province-wide.**

The issue identified in the resolution should be relevant to other local governments across the province. This will support productive debate and assist UBCM to represent your concern effectively to the provincial or federal government on behalf of all BC municipalities and regional districts.





## Sample Resolution

**CURTAIL JUMPING OVER DOGS**  
[SHORT TITLE]

**City of Green Forest**  
[Sponsor]

WHEREAS the quick brown fox jumped over the lazy dog;

**Semicolon** precedes  
"WHEREAS" clause.

AND WHEREAS the lazy dog does not enjoy games of leapfrog:

**Colon** precedes  
"THEREFORE" clause.

THEREFORE BE IT RESOLVED that the quick brown fox will refrain from jumping over the lazy dog.

[A second enactment clause, if absolutely required:]

AND BE IT FURTHER RESOLVED that in the future the quick brown fox will invite a different partner to participate in games of leapfrog.

*Your resolution should follow the structure of this sample resolution.  
Draft your resolution to be as readable as possible within these guidelines.*



## 2019 AGM & CONVENTION

### CALL FOR NOMINATIONS FOR AVICC EXECUTIVE

AVICC members elect directors to the Executive Committee at the Convention. The Executive Committee ensures that the policies set by the general membership are carried forward, and provides direction for the Association between Conventions. This circular is notice of the AVICC Executive Committee positions open for nomination, and the procedures for nomination.

#### 1. POSITIONS OPEN TO NOMINATIONS

The following positions are open for nomination:

- President
- First Vice-President
- Second Vice-President
- Director at Large (3 positions)
- Electoral Area Representative

#### 2. NOMINATION PROCESS AND QUALIFICATIONS FOR OFFICE

Candidates must be an elected official of an AVICC local government member and must be nominated by two elected officials of an AVICC local government member. Background information on the key responsibilities and commitments of an AVICC Executive member is provided following the nomination form. The Chair of the 2019 Nominating Committee is Past President Mary Marcotte.

#### 3. NEXT STEPS

The Nominating Committee will review the credentials of each candidate for eligibility. A Report on Nominations including a photo and 300-word biography will be prepared under the direction of the Nominating Committee and distributed prior to the Convention.

**To be included in the Report on Nominations,  
Nominations Must Be Received By FEBRUARY 7, 2019**

#### 4. AT CONVENTION

Candidates may also be nominated at the Convention from the floor. Candidates and their two nominators must be elected officials of an AVICC local government member.

#### 5. FURTHER INFORMATION

All enquiries should be directed to:

**Past President Mary Marcotte, Chair, 2019 Nominating Committee  
c/o AVICC**

**525 Government Street  
Victoria, BC V8V 0A8  
Phone: (250) 356-5122  
email: [avicc@ubcm.ca](mailto:avicc@ubcm.ca)**

# NOMINATIONS FOR THE 2019-20 AVICC EXECUTIVE

We are qualified under the AVICC Constitution to nominate<sup>1</sup> a candidate and we nominate:

Candidate Name: \_\_\_\_\_

Current Local Gov't Position (Mayor/Councillor/Director): \_\_\_\_\_

Local Government Represented: \_\_\_\_\_

AVICC Executive Office Nominated For: \_\_\_\_\_

## MEMBERS NOMINATING THE CANDIDATE:

Printed Name: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Position: \_\_\_\_\_ Position: \_\_\_\_\_

Muni/RD: \_\_\_\_\_ Muni/RD: \_\_\_\_\_

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

## CONSENT FORM

I consent to this nomination and attest that I am qualified to be a candidate for the office I have been nominated for pursuant to the AVICC Bylaws and Constitution<sup>2</sup>. I also agree to provide the following information to [avicc@ubcm.ca](mailto:avicc@ubcm.ca) by **Thursday, February 7, 2019**.

- Photo in digital format
- Biographical information of approximately 300 words

Printed Name: \_\_\_\_\_

Current Position: \_\_\_\_\_

Muni/RD: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

<sup>1</sup> Nominations require two elected officials of local governments that are members of the Association.

<sup>2</sup> All nominees must be an elected official of an AVICC local government member. Nominees for the position of Electoral Area Representative must be an Electoral Area Director.

**Return To: Past President Mary Marcotte, Chair, Nominating Committee,  
c/o AVICC, 525 Government Street, Victoria, BC V8V 0A8  
or scan and email to [avicc@ubcm.ca](mailto:avicc@ubcm.ca)**



## BACKGROUND INFORMATION FOR CANDIDATES TO THE AVICC EXECUTIVE

### 1. RESPONSIBILITY OF AVICC EXECUTIVE

Under the AVICC Bylaws:

*"The Executive shall manage or supervise the management of the Society"*

See <http://avicc.ca/about-the-avicc/constitution-bylaws/> for a complete copy of the AVICC Constitution and Bylaws.

### 2. AVICC EXECUTIVE STRUCTURE

- President
- First Vice-President
- Second Vice-President
- Director at Large (three positions)
- Electoral Area Representative
- Past President

#### COMMITTEES

The President may appoint Executive members to AVICC committees and to external committees and working groups as required. The Nominating Committee is a standing committee and is comprised of the Past President and the Secretary-Treasurer. All members of the Executive serve on the Resolutions Committee.

#### CONTRACTED EMPLOYEE

The Association contracts with UBCM for the provision of key services that support the Association. A staff person based in Victoria's Local Government House provides the key functions. The President is responsible for overseeing the regular activities of the Association and for providing direction to staff.

### 3. EXECUTIVE MEETINGS

The full Executive meets in person five times a year, following this general pattern:

- During the last day of the annual Convention (less than 15 minutes)
- Mid June
- End of October
- Mid January
- Thursday before the Annual Convention

Executive meetings (other than those in conjunction with the Convention) are generally held on a Friday or Saturday from 10:00 am to 3:00 pm and are typically held in Nanaimo. Meetings by teleconference occur 2-3 times per year on an as needed basis (60-90 minutes).

Travel expenses and a per diem are provided for Executive Meetings. For the meeting held on the Thursday before the Convention, reimbursement is only for the added expenses that would not normally be incurred for attending the annual Convention.



## **SHELLFISH AQUACULTURE MANAGEMENT ADVISORY COMMITTEE (AMAC) TERMS OF REFERENCE (TOR)**

### **Background**

The marine finfish Aquaculture Management Advisory Committee (AMAC) is being established by Fisheries and Oceans Canada (DFO) Pacific Region to provide formal advice and make recommendations to the Department on planning, policy and operational decisions related to aquaculture management in British Columbia. This process is designed to be stream-lined, representative, and cross-sectoral.

### **Purpose of Aquaculture Management Advisory Committees (AMAC)**

AMACs are the mechanism which will bring together a range of interests related to aquaculture to provide coordinated analysis and advice to DFO with regard to aquaculture in British Columbia. AMACs provide a venue for discussion and dialogue, both between and among industry, First Nations, stakeholders and local/provincial and federal governments. This advice will play an important role in DFO's ongoing development of the marine finfish Integrated Management of Aquaculture Plan (IMAP). Consistent with advisory committee processes established to support other fisheries, AMACs provide a transparent opportunity for all interested groups to better understand and participate in the planning and management cycle for aquaculture.

DFO has also developed bilateral processes with First Nations and the aquaculture industry. It is envisioned that these processes will complement, inform and support work being done within the AMACs, and allow for more targeted discussions to identify and address specific issues. DFO also participates in other bilateral processes already in place in the Pacific Region with environmental non-governmental organization groups, recreational fishing advisory boards and commercial fishing industry advisory boards.

Consistent with legal obligations related to consultation and accommodation, DFO undertakes First Nations consultations outside of the AMAC process. Dealings with respect to consultation on Rights and Title as it relates to aquaculture licensing and management take place directly between DFO and local communities/Nations, outside of the aquaculture advisory processes.

### **AMAC Goal and Objectives**

The goal of the AMAC is to provide regular and ongoing advice to DFO on the management of aquaculture in British Columbia. AMACs are one tool that government uses to make decisions related to aquaculture management, and are the main venue for external stakeholders and aggregate First Nations groups to provide input into the management cycle.

AMACs serve as a vehicle to strengthen the management of aquaculture in British Columbia, through the following draft objectives:

- Set out, according to a determined planning cycle, key management issues and associated plans (set objectives, implementation, measure progress, evaluate) for the IMAPs;
- Provide input and advice regarding DFO aquaculture policies, the development of area and ecosystem-based planning processes, and general Conditions of Licence;
- Serve as a forum for collaborative dialogue and work aimed at improving Canada's management of aquaculture and performance of the industry from both an environmental and economic standpoint; and;

- Provide overall general advice to DFO on the overall management of aquaculture which reflects a variety of perspectives from key groups.

### **Guiding Principles**

In general, DFO advisory processes operate according to an accepted set of principles, designed to guide participation of the parties in the advisory committee process. Drawing on many decades of experience, and with reference to other policies and processes, DFO provides the following principles to guide discussion and decisions on how AMACs are structured and will operate:

- Environmental and Social Sustainability
  - Participants will work to increase their individual and collective knowledge about the aquaculture industry and its possible impacts on the environment. The committee members will provide input to the process which seeks to ensure sustainable aquatic ecosystems, while recognizing that the activity of aquaculture and the success of the industry economically is broadly beneficial to the people of Canada.
- Respect for Process:
  - All participants will respect the terms of reference established for the role and conduct of advisory structures in general and this advisory committee in particular. The AMAC is not intended to duplicate or interfere with any other consultation process within Fisheries and Oceans Canada. The department should refer stakeholders and other outside parties who offer unsolicited recommendations and advice outside of the established process to the appropriate advisory body contact. The department will inform the AMAC of any unsolicited advice it receives.
- Transparent:
  - There should be transparency throughout the process based on open lines of communication and the provision of timely, accurate, accessible, clear and objective information by both the department and participants. This information will be available to all participants in the process on an equal basis. Organizers will provide access to agendas and information needed as a starting point for an informed discussion well in advance of the meetings. In addition, this information and meeting summary notes will be made available to the public to ensure accountability to all Canadians.
- Accountable:
  - Participants who are representatives of a constituency are expected to bring to the discussions the general views, knowledge and experience of those they represent, and bring back an awareness and understanding to their constituencies about deliberations of the consultation activity and reasons for decisions taken. All participants share accountability for explaining how their input/advice was used and why and how decisions are taken.
- Broad Representation:
  - Representation on the advisory committee should relate to the mandate and function of the committee. Participation in advisory committees should reflect a broad range of interests in aquaculture issues in Pacific Region, so that to the extent possible, a diversity of perspectives are engaged.

Respectful participation:

- Participation in the advisory committee process involves responsibilities. Members participate in good faith. Members of the advisory committee will establish an operating environment that promotes and supports civil and productive discussions.
- Effective:
  - All participants should be satisfied that the process can achieve the objectives of the committee. The process will not force consensus, but will seek consensus where possible through the collaboration of participants. This does not mean that participants will always agree with the final advice, outcome, or recommendation. Where there is disagreement, or conflicting opinion with respect to the work of the committee, these variations in opinion will be captured in the meeting notes. The process must be cost-effective, and set out and respect realistic timeframes.

**Management Cycle**

The timing of the management cycle for IMAPs will relate to the timeframe for required decision-making. Issues include the frequency of required science and policy reviews, and the length of aquaculture licences and related need for review of conditions of licence. Meetings are expected to take place in the spring and fall of each year.

**Committee Composition**

DFO’s objective is that AMACs will be moderate in size, and comprised of a range of interests that would work together within the committee structure to advise DFO on matters related to aquaculture. Groups with interests peripheral to aquaculture, who have established linkages to DFO through other established processes, may link to the AMACs through a designated DFO staff aquaculture liaison. Non-members may also be invited to participate in specific meetings of the AMAC, either as observers or guests.

**Membership and Participation**

Aquaculture industry	7 seats
First Nations	7 seats
Environmental Organizations	3 seats
Aquaculture Associations	1-2 seats
Regional Districts	2 seats
<b>TOTAL:</b>	<b>20-21 seats</b>

The Government of Canada and the Government of British Columbia will participate in the process of the committee, providing ex-officio representatives as required, but will not have seats on the committee, which is expected to provide advice and recommendations to government.

In addition to the regular participants, the Department or committee members may wish to invite guests or observers to participate in the process. This may include other government departments with jurisdictions related to aquaculture, or other interest groups without seats on the Committee.

Meetings of the AMACs will be open to general observers, but only appointed members, invited guests, and governmental staff will be able to actively participate in the meetings.



The AMACs will link with other processes, for example those where DFO works directly with industry or First Nations. These processes will continue to be part of the ongoing dialogue between DFO and various partners related to aquaculture and may help limit the need for extensive representation on the advisory committees themselves. Items that are shared in these processes may be shared at the AMAC.

### **Alternates**

Each of the participating organizations can identify alternate members for each sitting AMAC member, or for a group of members. Only these alternates will be able to replace the members, should they be unable to attend a meeting.

### **Committee Appointments**

#### **Selection of Committee Members**

The following selection method will be used to appoint participants to the AMAC process:

- Participants nominated by their sector/organization
- Nominations forwarded to the Department
- Department appoints nominees

#### **Term of Members**

Each member or alternate will serve at the pleasure of the nominating host organization. The normal duration of an appointment will be three years, but if a member resigns or loses the support of their nominating organization a term may be shorter than three years. Decisions of this nature should take place through discussions between the nominating organization and DFO.

#### **Ad Hoc Working Groups**

The Aquaculture Management Advisory Committee may convene ad-hoc working groups comprised of members, alternates, and other persons whose perspectives it may determine are required. In all circumstances where the AMAC agrees that a Working Group is to be instituted, the Committee will develop a written implementation plan, including a timeline for the working group that details the task to be undertaken and the reporting requirement.

#### **Selection of a Facilitator**

The AMAC will be facilitated by a person that has the capacity and skills to manage the process. This person will not be required to fill another function related to the committee simultaneously and will not participate in content discussions. The facilitator may be a DFO representative, a member of the AMAC, or an independent individual. DFO will engage the members of the committee in process of selecting the facilitator.

## **Roles and Responsibilities**

### **In terms of the functioning of the Committee, the AMAC will:**

- I. Conduct meetings consistent with its Terms of Reference;
- II. Establish an annual meeting plan consisting of a schedule of meetings and anticipated agenda items;
- III. Develop feedback (advice and/or recommendations) relating to the management framework for aquaculture in British Columbia, including the development of the marine finfish Integrated Management of Aquaculture Plan (IMAP), taking into account departmental priorities, the views of the interests represented on the committee, and supporting data and documentation where possible;
- IV. Provide advice to the Department of Fisheries and Oceans;
- V. Fully explore all matters on its agenda in a manner that seeks to understand the interests of all concerned. The committee will seek, but not force consensus, and if it becomes apparent to the facilitator that further dialogue on a specific issue is not productive, the varying opinions of committee members will be recorded and discussion will move forward;
- VI. Review and provide feedback on records of meetings within a limited time frame and accept those records of meetings before the records are made publicly available; and;
- VII. Review its Terms of Reference and engage in an evaluation at the completion of every two years.

### **AMAC Members will:**

- I. Clearly articulate the interest and concerns of their interest group and incorporate them into the committee's discussions;
- II. Contribute to clarifying perspectives and concerns in all discussions by listening carefully, asking pertinent questions, and educating themselves regarding the interests of other members whether or not they are in agreement with them;
- III. Encourage and allow members to test tentative ideas and exploratory suggestions without prejudice to future discussions;
- IV. Keep their constituencies informed of the role of the advisory committee;
- V. Obtain the input and guidance of their constituencies on the issues of discussion at meetings;
- VI. Encourage the engagement of their constituencies in dialogue which will contribute to the discussions at the committee table;
- VII. Represent information, views and outcomes of committee discussions accurately and appropriately, and;
- VIII. Share responsibility for the success of the committee.

### **Fisheries and Oceans Canada (DFO) staff will:**

- I. Respect the process by referring stakeholders and other outside parties who offer unsolicited advice outside of the process to the appropriate advisory committee contact;
- II. Respect the process by directing any unsolicited advice to the appropriate committee members;
- III. Respect the process by informing the committee of any unsolicited advice the department receives;
- IV. Provide logistical support the scheduling, preparing agendas, securing facilities, copying materials, managing discussions, and drafting summary minutes of the advisory committee meetings;
- V. Present information to the committee that enables it to engage in informed discussions on issues for which the department is currently seeking advice, or that the advisory committee has included on its agenda;

- VI. Identify when issues are impacting upon the department's legislative, policy, or program mandates;
- VII. Communicate the outcomes of the advisory committee deliberations, including both common positions, and diverging perspectives, to other staff, other programs, and senior managers as appropriate; and;
- VIII. Provide updates on how the department responds to the advice received during advisory committee meetings in a timely, open, and transparent manner that outlined the rationale for the department's response.

**The Province of BC will:**

- I. Respect the process by referring stakeholders and other outside parties who offer recommendations and advice outside of the established process to the appropriate advisory body contact;
- II. Identify when issues are impacting on the province's legislative, policy or program mandates;
- III. Communicate the outcomes of the advisory committee deliberations throughout the provincial ministries; and;
- IV. Respond to questions and requests for information arising from the deliberations of the advisory committee in a timely manner.

**The process facilitator will:**

- I. Manage the process consistent with the Terms of Reference and agreed upon agenda; promote interactive dialogue, and enable all perspectives to be heard within the constraints of the time available;
- II. Support bringing issues to closure by ensuring that there is clarity on the topics being discussed, a summation of the advice and recommendations of the committee, and acknowledgement of any outstanding issues or concerns;
- III. Identify areas where there are conflicts and support processes through which those conflicts can be addressed; and;
- IV. Prior to the conclusion of every meeting, engage the members in the identification of agenda items and scheduling for the next meeting of the committee.