

A REGULAR MEETING OF THE
COUNCIL OF THE TOWN OF LADYSMITH
AGENDA
7:00 P.M.

Monday, October 21, 2019
Council Chambers, City Hall

Pages

1. **CALL TO ORDER**

Call to Order at 5:30 p.m. in Open Session, in order to retire immediately into Closed Session.

Members of the public are welcome to attend all Open Meetings of Council, but may not attend Closed Meetings.

2. **CLOSED SESSION**

In accordance with section 90 of the Community Charter, this section of the meeting will be held *In Camera* to consider the following matters, for the reason as noted:

- Strategic Planning - section 90(1)(i)
- Security of the Property of the Municipality - section 90(1)(d)

Recommendation

That, in accordance with section 90(1) of the *Community Charter*, Council retire into closed session in order to consider items related to the following:

- Strategic Planning - section 90(1)(i)
- Security of the Property of the Municipality - section 90(1)(d)

3. **REGULAR MEETING (7:00 p.m.)**

4. **AGENDA APPROVAL**

Recommendation

That Council approve the agenda for this Regular Meeting of Council for October 21, 2019.

5. RISE AND REPORT- Items from Closed Session

6. MINUTES

6.1 Minutes of the Regular Meeting of Council held October 7, 2019

8

Recommendation

That Council approve the minutes of the Regular Meeting of Council held October 7, 2019.

7. DEVELOPMENT APPLICATIONS

7.1 OCP & Zoning Bylaw Amendment Application 19-08: R. Alsop, 204 Dogwood Drive

16

Recommendation

That Council:

1. Receive the summary letter from the applicant for the neighbourhood information meeting held by the applicant on October 7, 2019 regarding the proposed development at 204 Dogwood Drive.
2. Consider the application to amend:
 - a. the Official Community Plan (OCP):
 - i. by adding the Commercial Development Permit Area (DPA 3) to the property at 204 Dogwood Drive; and
 - ii. by adding a guideline to DPA 3 to allow for minor variances to the Zoning Bylaw landscaping regulations; and
 - b. the Zoning Bylaw by rezoning the properties at 204 Dogwood Drive to allow Neighbourhood Pub as a site-specific permitted use within the existing Local Commercial (C-1) zone.
3. Having given consideration to s.475 of the
3. *Local Government Act*
3. (consultation during OCP development), direct staff to:
 - a. Refer the OCP amendment application 3360-19-08 to the Stz'uminus First Nation, pursuant to the Town's Memorandum of Understanding; and
 - b. Refer application 3360-19-08 to the Community Planning Advisory Committee.
4. Direct that staff:
 - a. Work with the applicant regarding a community amenity

contribution and/or land use matters and report back to Council;

- b. Commence the preparation of an OCP amendment bylaw and a Zoning amendment bylaw for the proposed development at 204 Dogwood Drive.

7.2 Development Permit 19-14: L. Wilson and J. Dyck, 326 Roberts Street

27

Recommendation

That Council:

1. Issue Development Permit 3060-19-14 to permit the issuance of a building permit for the construction of a two storey coach house on Lot 10, Block 73, District Lot 56, Oyster District, Plan 703A (326 Roberts Street).
2. Authorize the Mayor and Corporate Officer to sign Development Permit 3060-19-14.

8. REPORTS

8.1 2020 Financial Plan (Budget) Discussions

36

Recommendation

That Council approve the following schedule to deliberate the 2020-2024 Financial Plan:

- November 4th – Preliminary Operating Budget
- November 18th - Water & Sewer Utility Introduction
- November 25th (Special Meeting) - Finalize Water & Sewer, introduction Capital budgets
- December 2nd – Continuation of general operation, introduction of water and sewer rate bylaws, introduction of general capital projects
- December 16th – adoption of water and sewer rate bylaws, early budget approval of capital projects.

8.2 Renewal of Managed IT Services Agreement with the District of North Cowichan

40

Recommendation

That Council authorize staff to renew the Managed Information Technology Services Agreement with the District of North Cowichan for the provision of IT support services for the term of November 1, 2019 to June 30, 2021, with an option of automatic renewal for 3 consecutive 1 year terms.

8.3 Forrest Field Facility Maintenance

61

Recommendation

That Council:

1. Direct staff to allocate \$30,000 from the Rotary Boat Launch Float project to complete the recommended synthetic turf field reconditioning and purchase two 23' soccer goal/nets; and
2. Amend the 2019-2023 financial plan accordingly.

8.4 Schedule of Council and Committee of the Whole Meetings

64

Recommendation

That Council:

1. Change the schedule of Regular Council meetings to the first and third Tuesday of each month at 7:00 p.m.;
2. Change the name of the Municipal Services Committee to Committee of the Whole;
3. Establish that Council will meet as Committee of the Whole on the second Tuesday of every second month;
4. Confirm that the role of the Committee of the Whole is to give preliminary consideration of proposed policies, services and/or other matters and make recommendations to Council; and
5. Direct staff to draft amendments to Council Procedures Bylaw No. 1666 to reflect the proposed changes to the Council meeting schedule and Committee of the Whole name, role and meeting schedule.

8.5 Volunteer and Composite Fire Departments Equipment and Training – UBCM

68

Recommendation

That Council:

1. Direct staff to submit a funding application to UBCM's Community Emergency Preparedness Fund requesting \$25,000 for the training of six new Fire Department volunteer paid on-call recruits; and
2. Confirm the willingness to provide overall grant management.

8.6 Solid Waste Collection Contract Award

75

Recommendation

That Council:

1. Direct staff to negotiate a five-year contract for Residential Curbside Waste Collection Services with Waste Connections of Canada, to commence January 1, 2020, based upon the RFP response provided September 4, 2019.
2. Continue the annual Large Item Collection as part of the contract services.
3. Continue with Add-a-Day collection scheduling as currently utilized in the collection contract.
4. Direct staff to hire two student ambassadors for a period of 13 weeks (summer) at a total cost of \$25,236.

8.7 Giovando Way Paving Request

83

Recommendation

That Council:

1. Direct staff to partner with the developer of 1240 4th Avenue for the construction of approximately 50m of road between the end of the existing road at the west side of Rocky Creek and the boundary of 1240 4th Avenue; .
2. Direct that the Town's portion of the works is limited to paving consisting of 50 mm of asphalt at a width of 7 metres;
3. Direct staff to fund the \$17,000 for the project from the infrastructure reserve; and
4. Amend the 2019 to 2023 Financial Plan accordingly.

8.8 Locust Tree Removal

87

Recommendation

That Council:

1. Direct staff to remove all locust trees located within the Town's boulevards including removal of stumps at a cost of \$25,730 and replace them with dwarf ornamental pear trees;
2. Confirm that funding for this project be allocated with \$17,330 to come from prior year surplus and the remainder to be absorbed in the parks operations budget; and
3. Amend the 2019-2023 Financial Plan accordingly.

9. BYLAWS

- 9.1 Town of Ladysmith Revitalization Exemption - Economic Revitalization Bylaw 2012, No. 1807, Amendment Bylaw 2019, No. 2016** 91

The purpose of Bylaw 2016 is to update the existing Revitalization Tax Exemption Bylaw to permit for a longer exemption time period for eligible applicants.

Recommendation

That Council adopt "Town of Ladysmith Revitalization Exemption - Economic Revitalization Bylaw 2012, No. 1807, Amendment Bylaw 2019, No. 2016".

- 9.2 2020 Permissive Tax Exemption Bylaw 2019, No. 2017** 105

The purpose of the Permissive Tax Exemption Bylaw is to exempt from taxation certain buildings, the lands on which the buildings stand and the lands surrounding certain buildings.

Recommendation

That Council adopt "2020 Permissive Tax Exemption Bylaw 2019, No. 2017".

10. CORRESPONDENCE

- 10.1 Lacey McRae Williams, Thoughtful Place Design: Sponsorship Request for Artist Prizes for Temporary Art and Light Installation for the 49th Parallel Grocery Window Displays** 115

Recommendation

That Council not approve the sponsorship request from Lacey McRae Williams and Peter Richmond to provide \$1000 in artist prizes for a temporary art and light installation, as it does not meet the Grant-in-Aid policy.

11. NEW BUSINESS

12. UNFINISHED BUSINESS

- 12.1 Council Self-Assessment** 127

Council will recall that at the June 17, 2019 Council meeting, Councillor McKay asked Council to consider the attached information on a self-assessment program. In keeping with Council's pursuit of excellence in governance, regular self-evaluation and assessment will provide an

opportunity for Council, individually and collectively, to reflect on their performance, celebrate strengths and identify opportunities for growth.

13. 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.

14. ADJOURNMENT



MINUTES OF A REGULAR MEETING OF COUNCIL

Monday, October 7, 2019

7:00 P.M.

Council Chambers, City Hall

Council Members Present:

Mayor Aaron Stone
Councillor Duck Paterson
Councillor Amanda Jacobson

Councillor Rob Johnson
Councillor Marsh Stevens
Councillor Jeff Virtanen

Council Members Absent:

Councillor Tricia McKay

Staff Present:

Guillermo Ferrero
Erin Anderson
Jake Belobaba
Geoff Goodall

Clayton Postings
Joanna Winter
Mike Gregory
Sue Bouma

Guests:

Megan Turnock, Lees & Associates

1. CALL TO ORDER

Mayor Stone called this meeting of Council to order at 5:30 p.m. in order to retire immediately into Closed Session.

2. CLOSED SESSION

CS 2019-306

That, in accordance with section 90(1) of the *Community Charter*, Council retire into closed session in order to consider items related to the following:

- Strategic Planning - section 90(1)(i)

Motion Carried

3. REGULAR MEETING (7:00 p.m.)

Mayor Stone called this Regular Meeting of Council to order at 7:00 p.m., recognizing the traditional territory of the Stz'uminus First Nation.

4. AGENDA APPROVAL

CS 2019-307

That Council approve the agenda for this Regular Meeting of Council for October 7, 2019 as amended to include the following items:

- Item 10.3., "Update from the Vancouver Island Regional Library Board"
- Item 10.4, "Recognition of the October 5, 1909 Ladysmith Mining Disaster Anniversary"

Motion Carried

5. MINUTES

5.1 Minutes of the Regular Meeting of Council held September 16, 2019

CS 2019-308

That Council approve the minutes of the Regular Meeting of Council held September 16, 2019.

Motion Carried

6. PROCLAMATIONS

6.1 Foster Family Month

Mayor Stone proclaimed the month of October 2019 as Foster Family Month in the Town of Ladysmith, in recognition of the families who open their hearts and homes to our most vulnerable, and who play a vital role in helping children and families heal and reconnect.

6.2 Waste Reduction Week

Mayor Stone proclaimed October 21 to 27, 2019 as Waste Reduction Week in the Town of Ladysmith, and encouraged all citizens to commit to environmental sustainability by conserving resources.

7. DEVELOPMENT APPLICATIONS

7.1 Development Variance Permit 19-03: 305 Gill Road

CS 2019-309

That Council:

1. Issue Development Variance Permit 3090-19-03 to permit the construction of an accessory building in the front yard at 305 Gill Road.
2. Authorize Mayor and Corporate Officer to sign Development Variance Permit 3090-19-03.

Motion Carried

CS 2019-310

That Council direct staff to add a condition to Development Variance Permit 3090-19-03 requiring that the accessory building match the form and character of the original building.

Motion Carried

7.2 Development Variance Permit 19-08: 420 Gatacre Street

CS 2019-311

That Council:

1. Issue Development Variance Permit 3090-19-08 to vary the maximum height of a two-storey coach house from 6.6m to 7.8m, and the maximum gross floor area from 60m² to 63.5m².
2. Authorize Mayor and Corporate Officer to sign Development Variance Permit 3090-19-08.

Motion Carried

7.3 Development Permit 19-10: 420 Gatacre Street

CS 2019-312

That Council:

1. Issue Development Permit 3060-19-10 to permit the issuance of a building permit for the establishment of a coach house dwelling within the second storey of an existing accessory building on Lot 17, Block 95, District Lot 56, Oyster District, Plan 703A (420 Gatacre Street), subject to:

- i. issuance of Development Variance Permit 3090-19-08.
2. Authorize the Mayor and Corporate Officer to sign Development Permit 3060-19-10 once the subject condition has been met.

Motion Carried

Councillor Stevens declared a potential personal conflict of interest with the next agenda item and excused himself from the meeting.

7.4 Development Permit 19-12: 230 Second Avenue

CS 2019-313

That Council:

1. Issue Development Permit 3060-19-12 to permit the issuance of a building permit for the construction of a two-storey coach house in the rear yard on Lot 3, Block 48, District Lot 56, Oyster District, Plan 703-A.
2. Authorize the Mayor and Corporate Officer to sign Development Permit 3060-19-12.

Motion Carried

Councillor Stevens returned to the meeting.

8. REPORTS

8.1 Parks Operations - Budget Amendment

CS 2019-314

That Council:

1. Direct staff to utilize \$50,000 from prior year surplus funds for Parks Operations; and
2. Amend the 2019-2023 Financial Plan.

Motion Carried

8.2 Interim Management and Co-licenceses Agreement with Cowichan Valley Regional District

CS 2019-315

That Council:

1. Enter into an Interim Management and Co-Licencees Agreement with the Cowichan Valley Regional District for the Stocking Lake Dam describing the interests in the lands, responsibilities, and cost sharing as an interim step until such time as a joint works agreement can be formalized; and
2. Direct staff to submit a grant application to the Community Emergency Preparedness Fund (CEPF) Structural Mitigation Sub-stream for the jointly owned and operated Stocking Lake Dam Rehabilitation or Replacement Project.

Motion Carried

9. CORRESPONDENCE

9.1 Cowichan Valley Regional District: Invitation to Participate in the Housing Needs Report Grant Application

CS 2019-316

That Council support the proposal from the Cowichan Valley Regional District to apply for and administer grant funding from the Union of British Columbia Municipalities to prepare a Regional Housing Needs report on behalf of electoral areas and municipalities within the Cowichan Region.

Motion Carried

9.2 Kathleen Hayden, Ladysmith Downtown Business Association: Request to Waive the Trolley and Driver Fees for the Old Time Christmas Event

CS 2019-317

That Council direct staff to waive the fees for the use of the Town Trolley and driver for up to four hours on Friday, December 6, 2019 for the Old Time Christmas event, as requested by the Ladysmith Downtown Business Association in their correspondence dated September 11, 2019, subject to driver availability, with funds to come from the Grant in Aid.

Motion Carried

10. NEW BUSINESS

10.1 Housing Central Conference

CS 2019-318

That Council authorize Councillor Stevens to attend the 2019 Housing Central Conference in Vancouver, November 17-19, 2019 for a cost of \$600.00 plus expenses

Motion Carried

S. Bouma left the meeting.

10.2 Appointment of Deputy Corporate Officer

CE 2019-319

That Council appoint Sue Bouma as Deputy Corporate Officer, and rescind the appointment of Guillermo Ferrero as Deputy Corporate Officer.

Motion Carried

S. Bouma returned to the meeting.

10.3 Vancouver Island Regional Library Budget

Councillor Johnson provided an update to Council on the approved 2020 Vancouver Island Regional Library budget, noting a 3.74 per cent increase for Ladysmith. He noted that the library board is working to secure its own buildings as forecasting shows the cost of renting will match the cost of owning by 2028.

10.4 Ladysmith Historical Society Recognition of the October 5, 1909 Ladysmith Mine Explosion

Councillor Johnson reviewed the Ladysmith and District's recognition of the October 5, 1909 mining disaster at the Extension Mine near Ladysmith, noting that it was the most significant tragedy to have affected the Town.

11. Lot 108 Park Plan Update

Megan Turnock of Lees & Associates provided Council with an overview of the newly developed Lot 108 Park Plan. She highlighted the guiding criteria used in the development of the plan and noted that perimeter parking would minimize park area lost, that public art and landscaping opportunities would create character, and that the site would accommodate community gatherings and festivals.

Ms. Turnock and staff responded to questions regarding bike park design, park service building costs, parking spaces, the use of artificial turf on the practice pitch, the community garden location, and plans to upgrade existing fields and facilities in town.

CS 2019-320

That Council:

1. Receive the final report for Lot 108 Park Plan Update and direct staff to include the Lot 108 Park Plan recommendations in future capital plans;
2. Direct staff to work with the existing Lot 108 Service Group to construct the pathway based on the design and criteria identified within the Lot 108 Park Plan Update for a cost of \$20,000 with the funds to come from service group grants, donations and in-kind contributions; and
3. Amend the 2019-2023 Financial Plan accordingly.

Motion Carried

12. QUESTION PERIOD

A member of the public enquired about the estimated cost and estimated completion date of phase one of the Lot 108 Park Plan.

13. CLOSED SESSION

CS 2019-321

That, in accordance with section 90(1) of the *Community Charter*, Council retire into closed session at 8:16 p.m. in order to consider items related to the following:

- Personal information about an identifiable individual - section 90(1)(a)
- Negotiations and related discussions respecting the proposed provision of a municipal service - section 90(1)(k)

Motion Carried

14. RISE AND REPORT- Items from Closed Session

Council rose from Closed Session at 9:43 p.m. without report.

15. ADJOURNMENT

CS 2019-322

That this Regular Meeting of Council adjourn at 9:43 p.m.

Motion Carried

Mayor (A. Stone)

Corporate Officer (J. Winter)

Subject to Adoption

STAFF REPORT TO COUNCIL

Report Prepared By: Julie Thompson, Planner
Date: October 14, 2019
Meeting Date: October 21, 2019
File No: 3360-19-08
RE: OCP & ZONING BYLAW AMENDMENT APPLICATION – R. ALSOP,
 204 DOGWOOD DRIVE

RECOMMENDATION:

That Council:

1. Receive the summary letter from the applicant for the neighbourhood information meeting held by the applicant on October 7, 2019 regarding the proposed development at 204 Dogwood Drive.
2. Consider the application to amend:
 - a. the Official Community Plan (OCP):
 - i. by adding the Commercial Development Permit Area (DPA 3) to the property at 204 Dogwood Drive; and
 - ii. by adding a guideline to DPA 3 to allow for minor variances to the Zoning Bylaw landscaping regulations; and
 - b. the Zoning Bylaw by rezoning the properties at 204 Dogwood Drive to allow Neighbourhood Pub as a site-specific permitted use within the existing Local Commercial (C-1) zone.
3. Having given consideration to s.475 of the *Local Government Act* (consultation during OCP development), direct staff to:
 - a. Refer the OCP amendment application 3360-19-08 to the Stz'uminus First Nation, pursuant to the Town's Memorandum of Understanding; and
 - b. Refer application 3360-19-08 to the Community Planning Advisory Committee.
4. Direct that staff:
 - a. Work with the applicant regarding a community amenity contribution and/or land use matters and report back to Council;
 - b. Commence the preparation of an OCP amendment bylaw and a Zoning amendment bylaw for the proposed development at 204 Dogwood Drive.

EXECUTIVE SUMMARY:

A Zoning Bylaw and Official Community Plan amendment application has been received to allow a Neighbourhood Pub use on an existing commercial property at 204 Dogwood Drive. The purpose of this staff report is to introduce the application and to seek direction from Council regarding next steps.

PREVIOUS COUNCIL DIRECTION:

None.

INTRODUCTION/BACKGROUND:

An application has been received to amend the Official Community Plan (OCP) and Zoning Bylaw to establish a pub and micro-brewery within an existing building on 204 Dogwood Drive. The building is unique, consisting of a 2.5 storey, 501.12m² dwelling with an attached single-storey commercial space which currently contains a barbershop. The applicant is proposing to add floor area, to the existing commercial space to accommodate both the proposed pub and the barbershop. Additional storeys to the building are not proposed. The attached commercial building and dwelling straddle three separate parcels, all of which are currently zoned Local Commercial (C-1). The applicant intends to consolidate the parcels if the proposed OCP and Zoning Bylaw amendments proceed. The combined size of all three parcels (hereafter referred to as the “subject property”) is 1577.68m² (0.158 ha).

The applicant has submitted renderings showing the proposed development, as well as a cover letter, both of which are attached to this report.

Official Community Plan:

The subject property is designated as Local Commercial under the OCP. The Local Commercial designation supports:

“small scale commercial centres located within and serving the daily needs of the surrounding residential population in neighbourhoods. It provides for a limited range of retail, office, and service uses, which do not compete with the commercial uses in the downtown core.”

There are no neighbourhood pubs with a micro-brewery currently located within the downtown core. It is noted that an OCP and Zoning Bylaw amendment for a mixed-use development with a micro-brewery is currently underway at 336 Belaire Drive.

Two out of the three parcels that make up the subject property are within the Commercial Development Permit Area (DPA 3). The most western parcel is not located within a DPA. It is therefore proposed to amend the OCP to include this parcel into DPA 3. The objective of DPA 3 is to:

“enhance highway commercial, tourist commercial, general commercial, and neighbourhood commercial development in Ladysmith and ensure that commercial development is complementary to the existing character of Ladysmith, and aligned with the Town’s vision for future growth.”

Prior to improvements to the existing building, a development permit (DP) would be required.

Zoning:

The subject property is currently zoned Local Commercial (C-1) which permits the following principal uses: Single Unit Dwelling, Convenience Store, Restaurant, Coffee Shop, Personal Service Establishment, Office, and Artist Studio. The existing barbershop falls under the Personal Service Establishment use.

To accommodate the proposed development, a site-specific amendment to the C-1 zone is proposed to permit Neighbourhood Pub as a principal use on the subject property. The Zoning Bylaw defines Neighbourhood Pub as *“a liquor primary establishment licensed as such under the Liquor Control and Licensing Act, and may include a Micro-Brewery and a wine bar.”*

The applicant is proposing a gross floor area of 104m² for the pub area (excluding the outdoor patio), whereas the barbershop is proposed to be 28m² in size. The maximum gross floor area for any one commercial use in the C-1 zone is 100m². The applicant is considering reconfiguring the floor area of the commercial uses to work within the existing parameters of the zone, but alternatively the zone can be amended on a site specific basis to accommodate the proposed gross floor area for each commercial use.

Existing Zoning Non-Conformity:

The siting of the existing principal building on the subject property does not conform to existing Zoning Bylaw siting requirements. However, the building is permitted to exist in its current state, pursuant to section 529 of the *Local Government Act (LGA)*, as it was constructed before the adoption of the Zoning Bylaw. As the existing uses within the building conform to Zoning Bylaw regulations, the building may also be maintained, extended or altered provided that these changes do not increase the degree of non-conformity. As such, the proposed alterations to the building and the existing and proposed uses would be permitted under section 529 of the *LGA*, should the application proceed, as they do not increase the building’s degree of non-conformity. It is noted that section 529 of the *LGA* allows the building to be maintained indefinitely in its current siting; however, if the building is ever completely destroyed or dismantled, a new building must conform with current Zoning Bylaw regulations.

If the applicant wishes to bring the building into compliance with current Zoning Bylaw regulations, it is recommended that this be done through a Development Variance Permit (DVP) where conditions or a site plan can be included in the permit. The applicant has been advised of the non-conforming status of the building and does not wish to seek a DVP to bring the building into conformity with current regulations at this time.

Parking Requirements:

The proposed pub has 36 seats inside and 20 seats on the outdoor patio. In accordance with the parking and loading regulations of the Zoning Bylaw, a neighbourhood pub requires one parking space for every 5 seats. The proposed pub requires 11 spaces. One space for persons with disabilities, one space for the barbershop and one space for the existing dwelling are also required. In total 14 parking spaces are required for the proposed development. No loading spaces are required. The applicant is proposing to provide the commercial parking spaces in the existing parking lot in front of the commercial building, accessed from Dogwood Drive. Residential parking is presently accommodated off the rear lane on the east side of the property. It is noted that in accordance with the Commercial Development Permit Area (DPA 3) guidelines,

“the minimum off-street parking requirements of the Zoning Bylaw may be reduced, or altered through the Development Permit Approval process, where strict compliance with the regulations would undermine the character of the area.”

The applicant is planning to provide the required number of parking spaces for the proposed development; however, landscaping regulations of the Zoning Bylaw require shade trees to be located within the commercial parking area. As such, the shade tree requirements may take space away that would otherwise be used for parking. The approximate number of shade trees required in the parking area is one or two depending on the size of the tree at planting. The exact configuration of the parking area and shade trees will be worked out at the DP stage; however, it is not anticipated that the required number of parking spaces will be reduced through issuance of the DP by more than one space.

Landscaping Requirements:

In addition to shade trees, the landscaping and screening regulations in the Zoning Bylaw require a landscape buffers for the proposed development because the subject property is commercially zoned and abuts parcels zoned to allow residential use (residentially zoned parcels abut the western and eastern sides of the subject property). A landscape buffer is therefore required for both the western and eastern sides of the subject property. However, because the eastern side of the subject property is used strictly for residential purposes, the required landscape buffer along this property boundary would be inconsistent with the intent of the landscape buffer requirements (i.e. to buffer residential uses from commercial uses). As such, an amendment to the OCP is proposed whereby a guideline is added to DPA 3 to allow for variances to the Zoning Bylaw landscaping requirements through the development permit approval process, where strict compliance with the regulations would undermine the character of the area. If Council allows staff to proceed, a separate OCP amending bylaw will be drafted.

Summary:

The application is summarized in Table 1, below. For the purposes of the Zoning Bylaw amendment, all three parcels that make up the subject property are treated as if they have been consolidated into a single 1577.68m² (0.158 ha) parcel.

Table 1: Application Summary

	Current Regulations	Proposed Development	Proposed Zoning/OCP Regulations
Official Community Plan	Local Commercial	Local Commercial	Local Commercial
Development Permit Area	Commercial DPA on 2/3 parcels	Commercial DPA on 3/3 parcels	Commercial DPA on 3/3 parcels Add a guideline to DPA 3 to allow for variances to the Zoning Bylaw landscaping requirements
Zoning	Local Commercial (C-1)	C-1 with site specific regulations	C-1 with site specific regulations
Principal Uses	Single Unit Dwelling Convenience Store Restaurant	Single Unit Dwelling Personal Service Establishment	Single Unit Dwelling Convenience Store Restaurant

	Current Regulations	Proposed Development	Proposed Zoning/OCP Regulations
	Coffee Shop Personal Service Establishment Office Artist Studio	Neighbourhood Pub (site specific)	Coffee Shop Personal Service Establishment Office Artist Studio Neighbourhood Pub (site specific)
Density of Residential Uses	One Single Unit Dwelling One Secondary Suite	One Single Unit Dwelling (existing)	One Single Unit Dwelling (existing) One Secondary Suite
Size and Density of Commercial Uses			
Gross Floor Area	100m ² per commercial use	Neighbourhood Pub–104m ² Barbershop – 28m ²	Site specific – TBD Site specific – TBD
Floor Space Ratio	0.5	Approx. 0.45	0.5
Parcel Coverage	40% for building used for commercial use	Approx. 12% for commercial building	40% for building used for commercial use
Height Buildings containing commercial uses	9m	Building addition: approx. 5m	9m
Principal Building Setbacks from Parcel Lines			
Front			
Interior or Exterior Side	6m	>6m	6m
Other Interior Side	3m	> 3m	3m
Rear	1.5m	1.5m	1.5m
	3m	0m	3m
Landscaping & Screening	3m or 1.5m wide landscape buffer along the east and west side property lines	A 1.5m wide landscape buffer along the west side property line	3m or 1.5m wide landscape buffer along the east and west side property lines, to be varied through the development permit approval process as permitted by a proposed DPA 3 guideline

Community Amenity Contribution Policy:

Through the Town’s Community Amenity Contribution (CAC) policy, Council encourages rezoning applicants to consider proposing CACs towards needed infrastructure and amenities as a way of ensuring that the proposed development is seen as making a positive contribution to the neighbourhood and the community at large. For this application, the applicant has not yet proposed a CAC. As such, if the application proceeds, it is recommended that Council direct staff to work with the applicant regarding an appropriate CAC.

ALTERNATIVES:

Council can choose to not proceed with OCP and Zoning Bylaw amendment application 3360-19-08 (204 Dogwood Drive).

FINANCIAL IMPLICATIONS;

None.

LEGAL IMPLICATIONS;

Pursuant to section 52 of the *Transportation Act*, the application must be referred to the Ministry of Transportation and Infrastructure following third reading of the zoning amendment bylaw as the subject property is located within 800m of a controlled access highway. Further, if the application proceeds a public hearing will be required in accordance with the *Local Government Act*.

CITIZEN/PUBLIC RELATIONS IMPLICATIONS:

It is recommended to refer the application to the Stz'uminus First Nation, pursuant to the Town's Memorandum of Understanding. It is also recommended to refer the application to the Community Planning Advisory Committee.

On October 7, 2019 the applicant hosted a neighbourhood information meeting. The applicant has provided a summary letter of the meeting, which is attached to this report. According to the summary letter, concerns noted at the meeting included:

- Increase in local traffic
- Parking off the property
- Alley deliveries
- Smells associated with brewing
- Hours of operation
- Impact on neighbourhood peace

If Council wishes to proceed with the application it is recommended to direct staff to work with the applicant regarding land-use matters, such as hours of operation and impact on the neighbourhood, that may be addressed through development permit guidelines, zoning, or in a Section 219 Covenant. If the application proceeds, it will also be referred to the Infrastructure Services department to seek comments regarding traffic and parking, as well as any required street frontage improvements.

INTERDEPARTMENTAL INVOLVEMENT/IMPLICATIONS:

If the application proceeds, it will be forwarded to Infrastructure Services department staff, including the Building Inspector and Senior Engineering Technologist, for comment.

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 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:

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

- Natural & Built Infrastructure
- Partnerships
- Not Applicable

I approve the report and recommendation(s).

Guillermo Ferrero, Chief Administrative Officer

ATTACHMENT(S):

Neighbourhood Information Meeting Summary Letter
Conceptual Design Renderings
Applicant Cover Letter

Julie Thompson

From: ROD ALSOP <rodalsop@shaw.ca>
Sent: October 8, 2019 11:50 AM
To: Julie Thompson
Subject: Shoot the Moon Neighborhood meeting

Hi Julie,

We held an information meeting last night(Oct 7th) for our neighborhood. 100+ invites were sent out. We had approximately 40 people show up at the high school at 7pm. The meeting lasted approximately 40 minutes and was overall very well received.

The main concerns that came up were regarding an increase in local traffic, parking off the property, alley deliveries, smells associated with brewing, hours of operation and impact on neighborhood peace (drunk people). Jon and I spoke to all of the concerns at the meeting and we were able to address most of these issues appropriately.

There were definitely more positive comments than negative, with many people expressing how little impact this would have in terms of development as it is an existing commercial business already, happy to see the barber shop staying and not just being replaced.

Let me know if there is anything more that you need regarding details about the meeting

Cheers

Rod

ps

floor area of the house is coming

CONSTRUCTION NOTES:
 1. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
 2. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
 3. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.



Plan View



Bird's Eye View From Dogwood Drive



Front View From Dogwood Drive



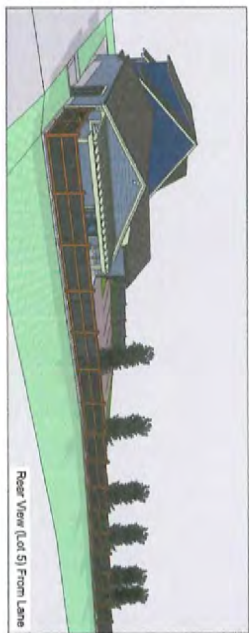
Side View (Lot 5) From Dogwood Drive



Side View (Lot 5) From Dogwood Drive



Front View From Parking Lot - Close-up



Rear View (Lot 5) From Lane



Front View From Parking Lot - Close-up



Front View From Parking Lot

EXTERNAL WALLS - BRICK OR CONCRETE BLOCK
 ROOF - SHED STYLE OR GABLE WITH SHINGLE ROOFING
 FLOORING - HARDWOOD OR LAMINATE
 FINISHES - INTERIOR FINISHES TO BE DETERMINED BY CLIENT
 PAINTS - INTERIOR FINISHES TO BE DETERMINED BY CLIENT
 LIGHTING - INTERIOR FINISHES TO BE DETERMINED BY CLIENT
 MECHANICALS - INTERIOR FINISHES TO BE DETERMINED BY CLIENT
 FINISHES - INTERIOR FINISHES TO BE DETERMINED BY CLIENT
 ROOFING - TO BE DETERMINED BY ARCHITECT
 FLOORING - TO BE DETERMINED BY ARCHITECT
 FINISHES - TO BE DETERMINED BY ARCHITECT
 LIGHTING - TO BE DETERMINED BY ARCHITECT
 MECHANICALS - TO BE DETERMINED BY ARCHITECT
 FINISHES - TO BE DETERMINED BY ARCHITECT

FOUNDATION - CONCRETE
 EXTERIOR WALLS - BRICK OR CONCRETE BLOCK
 ROOF - SHED STYLE OR GABLE WITH SHINGLE ROOFING
 FLOORING - HARDWOOD OR LAMINATE
 FINISHES - INTERIOR FINISHES TO BE DETERMINED BY CLIENT
 PAINTS - INTERIOR FINISHES TO BE DETERMINED BY CLIENT
 LIGHTING - INTERIOR FINISHES TO BE DETERMINED BY CLIENT
 MECHANICALS - INTERIOR FINISHES TO BE DETERMINED BY CLIENT
 FINISHES - INTERIOR FINISHES TO BE DETERMINED BY CLIENT
 ROOFING - TO BE DETERMINED BY ARCHITECT
 FLOORING - TO BE DETERMINED BY ARCHITECT
 FINISHES - TO BE DETERMINED BY ARCHITECT
 LIGHTING - TO BE DETERMINED BY ARCHITECT
 MECHANICALS - TO BE DETERMINED BY ARCHITECT
 FINISHES - TO BE DETERMINED BY ARCHITECT

FOUNDATION - CONCRETE
 EXTERIOR WALLS - BRICK OR CONCRETE BLOCK
 ROOF - SHED STYLE OR GABLE WITH SHINGLE ROOFING
 FLOORING - HARDWOOD OR LAMINATE
 FINISHES - INTERIOR FINISHES TO BE DETERMINED BY CLIENT
 PAINTS - INTERIOR FINISHES TO BE DETERMINED BY CLIENT
 LIGHTING - INTERIOR FINISHES TO BE DETERMINED BY CLIENT
 MECHANICALS - INTERIOR FINISHES TO BE DETERMINED BY CLIENT
 FINISHES - INTERIOR FINISHES TO BE DETERMINED BY CLIENT
 ROOFING - TO BE DETERMINED BY ARCHITECT
 FLOORING - TO BE DETERMINED BY ARCHITECT
 FINISHES - TO BE DETERMINED BY ARCHITECT
 LIGHTING - TO BE DETERMINED BY ARCHITECT
 MECHANICALS - TO BE DETERMINED BY ARCHITECT
 FINISHES - TO BE DETERMINED BY ARCHITECT

3D		Development Permit	
NO	DATE	NO	DATE
Diron Design & Drafting Services 9115 Union Highway 202 Dogwood Lane New River Pk./Steering Station 202 Dogwood Lane Steyer DC Tel: 1-252-383-3885 www.diron.com		New River Pk./Steering Station 202 Dogwood Lane Steyer DC Tel: 1-252-383-3885 www.diron.com	
Renovated Building - Perspectives Owner: [Name] Date: [Date] Scale: [Scale]		Date: [Date] Scale: [Scale]	

Rod Alsop
Shoot the Moon Brewing Company Inc.
202 Dogwood Drive
Ladysmith, BC
V9G 1S8

August 8th, 2019

Town of Ladysmith
PO Box 220
Ladysmith, BC
V9G 1A2

To whom it may concern,

I would like to propose the development of a brewpub on the premises at 202-204 Dogwood Drive. The current property is zoned C-1 and hosts a barbershop and residence. The development plan seeks to relocate the barbershop via a proposed renovation on premises and open up the existing building space to house a 32 seat brewpub that would service a growing craft beer culture on Vancouver Island.

The proposed development addresses the "Community Vision for a Sustainable West Coast Town" in the following ways:

"8 Pillars of Sustainability":

- Strategy #1) This is a mixed-use development that will house 2 businesses and a residence just outside the downtown commercial zone, promoting pedestrian traffic and jobs for local people.
- Strategy #3) This project involves retrofitting an existing building to reduce environmental impact.
- Strategy #5) We will seek ways to be efficient in our use of energy, water use and waste recycling.
- Strategy #6) Shoot the Moon Brewing Company Inc. will, when possible, actively participate in local farmers markets and purchase from local producers. We would very much like to participate in food-related festivals and events.
- Strategy #7) We will support local artists in featuring artwork and live music regularly.
- Strategy #8) Our company will provide an aspect of diversity within the local economy that does not yet exist. There is no brewpub.

"7 Dimensions of Character"

- 1) Knowing and having a small part of the historical aspect of Ladysmith, we would seek to recognize some of the local landmarks in the area that could be featured talking points.(IE the monkey tree)
- 2) The current floor plan and landscape design features minimal structural change and numerous mature plants that have been incorporated into the new plan in order to minimize the impact of development on the property.
- 3) Recognizing the heritage aspect of the house on the property to be developed, the renovation seeks to modify the current structure into one that is more reflective of the character of the building.

- 4) We have created a small green space where families will be able to come and enjoy picnics outside.
- 5) Shoot the Moon Brewing Company Inc fits into the “boutique economy” of Ladysmith in that it will feature locally made food and beverages in a reasonably sized seating area.
- 6) As residents of Ladysmith, we are already well connected to art and culture here and will support local artists regularly.
- 7) It is our intention to be an exemplar and upstanding business in the neighbourhood. As a local business, we hope to begin highlighting the local commercial area just outside the downtown core in hopes that other businesses will come and revitalize the area.

In opening a brewpub, Shoot the Moon Brewing Company seeks to highlight Ladysmith as the “gateway to the Cowichan region” by providing a destination for the growing craft beer enthusiasts of Vancouver Island. Many craft beer people regularly travel from Duncan to Nanaimo as part of a recognized “Ale Trail”, even stopping as close as Chemainus. But as yet, there is no reason to stop in Ladysmith.

The barbershop will continue to provide much needed barber services in its newly constructed location on premises, while having a local brewpub will provide another place for people to come and enjoy their community in this wonderful town of Ladysmith..

I hope that this plan is suitable to the town’s future plans and I look forward to discussing with you how to move forward.

Sincerely,



Rod Alsop

STAFF REPORT TO COUNCIL

Report Prepared By: Julie Thompson, Planner
Date: October 15, 2019
Report Reviewed By: Jake Belobaba, Director of Development Services
Meeting Date: October 21, 2019
File No: DP 3060-19-14
RE: DEVELOPMENT PERMIT – 326 ROBERTS STREET

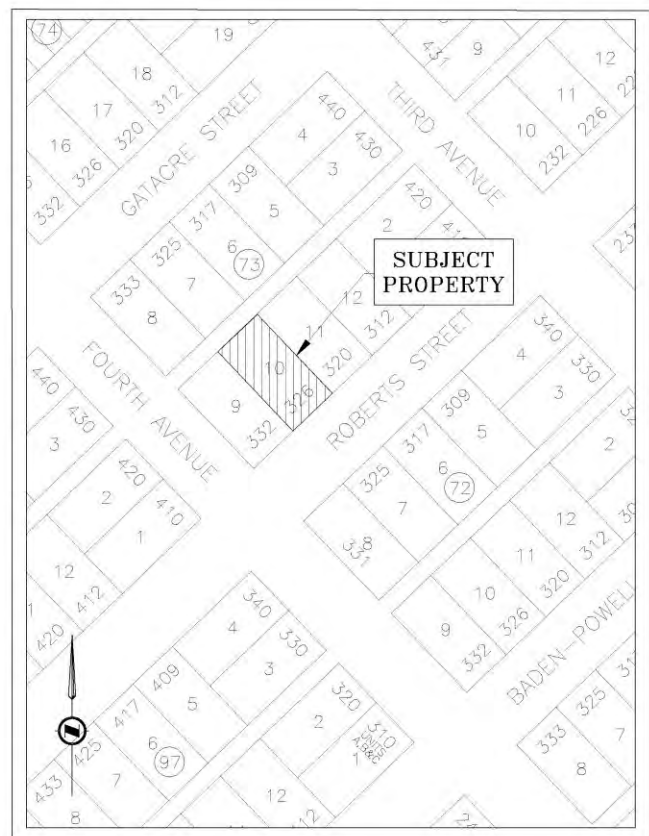
RECOMMENDATION:

That Council:

1. Issue Development Permit 3060-19-14 to permit the issuance of a building permit for the construction of a two storey coach house on Lot 10, Block 73, District Lot 56, Oyster District, Plan 703A (326 Roberts Street).
2. Authorize the Mayor and Corporate Officer to sign Development Permit 3060-19-14.

EXECUTIVE SUMMARY:

A Coach House Intensive Residential Development Permit (DP) application has been received for a two storey coach house dwelling in the rear yard at 326 Roberts Street. The purpose of this report is to present the DP for Council’s consideration and to review the application for consistency with the Zoning Bylaw and the Coach House Intensive Residential Development Permit Area guidelines.



PREVIOUS COUNCIL DIRECTION:

None.

INTRODUCTION/BACKGROUND:

The applicants have submitted a DP application for a two storey coach house. The dwelling unit is proposed to be 52m² in size and located on the second storey of the building, while a 54m² garage is proposed to be located on the first storey. The subject property borders a lane to the rear. The principal dwelling located on the property fronts onto Roberts Street.



Street view of 326 Roberts Street

SCOPE OF WORK:

The subject property falls within the Coach House Intensive Residential Development Permit Area (DPA 10), the objective of which is to provide guidance for the design and placement of coach houses on residential parcels. The proposed coach house has been reviewed for consistency with the DPA 10 guidelines, below.

Building Character & Design:

- The coach house is proposed to be two stories; 54m² on the first storey and 52m² on the second storey with the dwelling unit located in the second storey.
- The roof of the coach house is gabled with a 12:12 pitch on the gable sides, and a 4:12 pitch on the opposite sides.
- The coach house is located in the rear yard of the property.
- The coach house exterior will consist of cedar shingles and board & batten siding which complements the exterior of the principal dwelling.
- The windows are modestly sized to respect privacy of neighbouring properties.
- No upper level balconies are included in the coach house design.

Accessibility & Livability:

- A minimum 90cm wide pathway from Roberts Street to the coach house entry will be provided.
- The coach house entry is located on the rear lane and will be accessed by an internal staircase to the second storey.
- The largest coach house window will be oriented toward the lane.
- The space between the coach house and the lane will be permeable.
- Lighting is proposed at the coach house entry facing the lane to enhance safety.

Landscaping:

- One existing tree between the coach house and the principal dwelling is proposed to remain.
- A screened garbage and recycling area for the coach house resident has been proposed.

- An outdoor, permeable parking space for the coach house resident is proposed.
- A minimum 7.5m² permeable, outdoor amenity space for the coach house resident is proposed, and will be screened with a 1.2m tall fence to provide privacy.

Rain Water Management:

- The proposed parking area, amenity space, pathway, and area between the coach house and the lane will be permeable.
- One rain barrel will be provided to capture rain water from the coach house rooftop.

The proposed coach house meets the Zoning Bylaw regulations and is consistent with the DPA 10 guidelines.

ALTERNATIVES:

While the issuance of a DP is not a completely discretionary decision of Council, Council may decide not to issue DP 3060-19-14 where the refusal is based upon determination that the DP application does not meet the DPA 10 guidelines. If the DP is refused then reasons must be given. The determination by Council must be in good faith and it must be reasonable not arbitrary.

FINANCIAL IMPLICATIONS;

N/A

LEGAL IMPLICATIONS;

A DP is required prior to issuance of a building permit to construct a coach house dwelling.

CITIZEN/PUBLIC RELATIONS IMPLICATIONS:

DP applications do not require statutory notice.

INTERDEPARTMENTAL INVOLVEMENT/IMPLICATIONS:

The application has been referred to the Senior Engineering Technologist and the Building Inspector for review. Engineering and building requirements will be addressed at the time of building permit.

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:

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

- Natural & Built Infrastructure
- Partnerships
- Not Applicable

I approve the report and recommendation(s).

Guillermo Ferrero, Chief Administrative Officer

ATTACHMENT(S):

DP 3060-19-14



TOWN OF LADYSMITH DEVELOPMENT PERMIT

(Section 489 Local Government Act)

FILE NO: 3060-19-14

DATE: October 21, 2019

Name of Owner(s) of Land (Permittee): Louise Wilson & Jacob Dyck

Applicant(s): Louise Wilson & Jacob Dyck

Subject Property (Civic Address): 326 Roberts Street

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

**Lot 10
Block 73
District Lot 56
Oyster District
Plan 703A
PID: 008-700-214**
(referred to as the "Land")
3. This Permit has the effect of authorizing the issuance of a building permit for the construction of a coach house dwelling on the Land in accordance with the plans and specifications attached to this Permit, and subject to all applicable laws except as varied by this Permit, and subject to the conditions, requirements and standards imposed and agreed to in section 5 of this Permit.
4. This Permit does not have the effect of varying the use or density of the Land specified in Zoning Bylaw 2014, No. 1860.
5. The Permittee, as a condition of the issuance of this Permit, agrees:
 - a) To construct a coach house dwelling with a maximum gross floor area of 52m² to be located within the second storey of an accessory building, in

accordance with the building designs shown in **Schedule A – Elevation Plan**, including:

- i. Finishing the exterior of the coach house in cedar shingles and board & batten siding; and
- ii. Placing exterior lighting on the Front Elevation of the coach house.

b) To develop the Land as shown in **Schedule B – Site Plan**, including:

- i. A minimum 7.5m² permeable amenity space for the coach house resident that is screened with a minimum 1.2m tall fence;
- ii. A signpost with the coach house address visible from Roberts Street;
- iii. A minimum 90cm wide permeable pathway from Roberts Street to the coach house entry;
- iv. Maintaining an existing tree;
- v. A permeable parking area for the coach house resident; and
- vi. A screened garbage and recycling area for the coach house resident.

c) To provide a minimum of one rain barrel for the purpose of capturing rain water from the coach house rooftop.

- 6. If the Permittee does not substantially start any construction permitted by this Permit within **two years** of the date of this Permit as established by the authorizing resolution date, this Permit shall lapse.
- 7. The plans and specifications attached to this Permit are an integral part of this Permit.
- 8. Notice of this Permit shall be filed in the Land Title Office at Victoria under s.503 of the *Local Government Act*, and upon such filing, the terms of this Permit (**3060-19-14**) or any amendment hereto shall be binding upon all persons who acquire an interest in the land affected by this Permit.
- 9. This Permit prevails over the provisions of the Bylaw in the event of conflict.
- 10. Despite issuance of this Permit, construction may not start without a Building Permit or other necessary permits.

AUTHORIZING RESOLUTION PASSED BY THE COUNCIL OF THE TOWN OF LADYSMITH ON THE ____ DAY OF _____ 201__.

Mayor (A. Stone)

Corporate Officer (J. Winter)

I **HEREBY CERTIFY** that I have read the terms and conditions of the Development Permit contained herein. I understand and agree that the Town of Ladysmith has made no representations, covenants, warranties, guarantees, promises or agreements (verbal or otherwise) with **Louise Wilson or Jacob Dyck** other than those contained in this Permit.

Signed

Witness

Title

Occupation

Date

Date

Signed

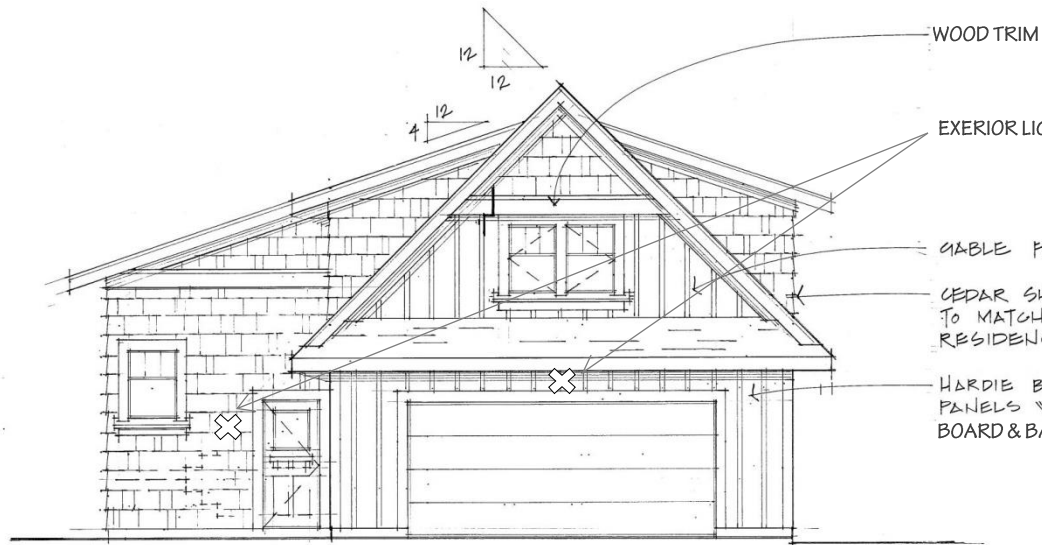
Witness

Title

Occupation

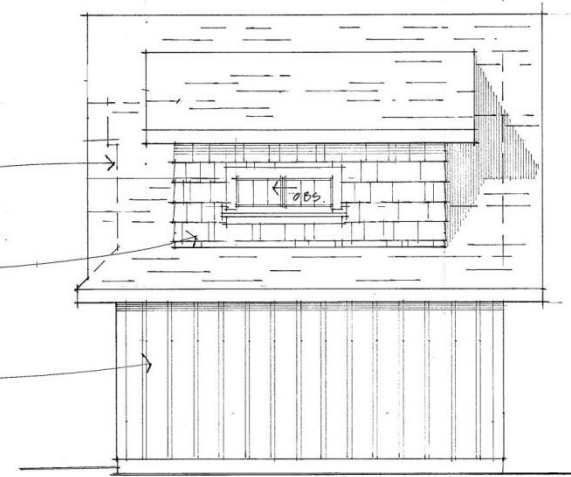
Date

Date



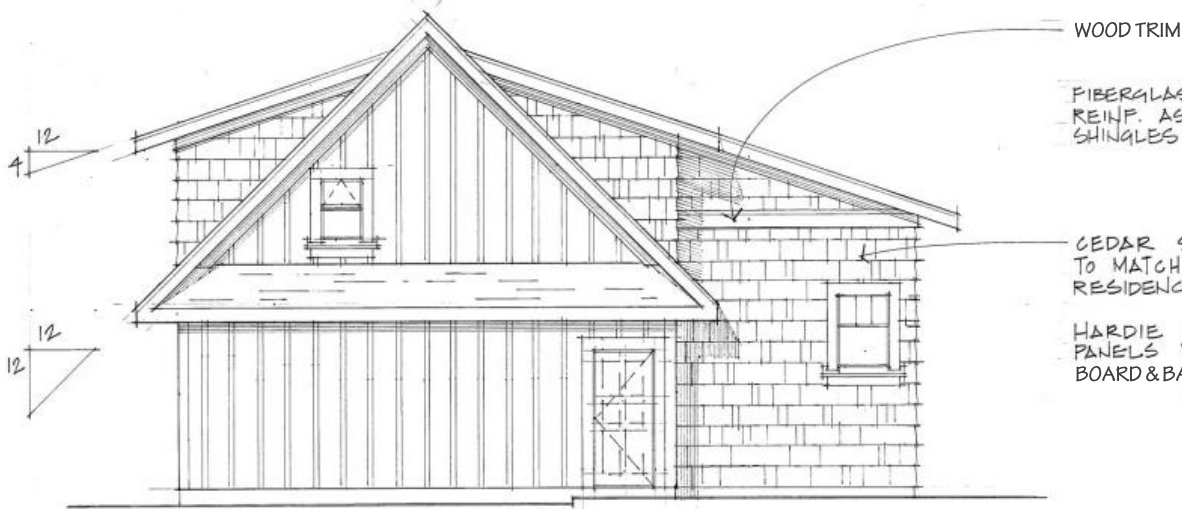
FRONT ELEVATION

NORTH - WEST FACE



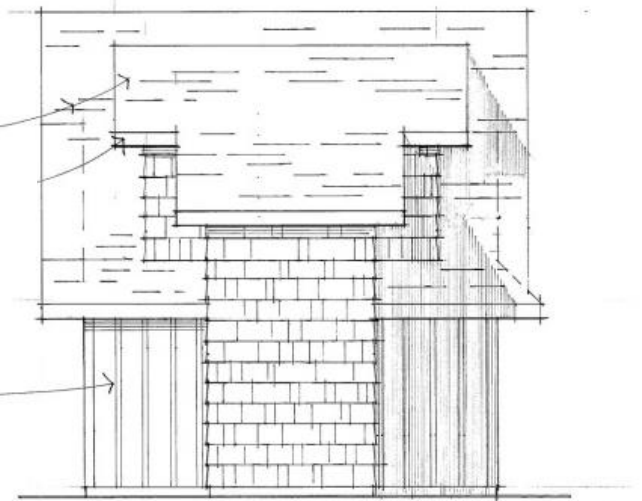
RIGHT ELEVATION

SOUTH - WEST FACE



REAR ELEVATION

SOUTH - EAST FACE



LEFT ELEVATION

NORTH - EAST FACE

*Maximum height of accessory building containing coach house is 6.6m, calculated in accordance with Town of Ladysmith Zoning Bylaw 2014, No. 1860.

Schedule A - Elevation Plan
 DP 3060-19-14
 326 Roberts Street
 Louise Wilson & Jacob Dyck

≥7.5M² AMENITY SPACE
SCREENED WITH A 1.2M
TALL FENCE

SCREENED GARBAGE
& RECYCLING AREA

PERMEABLE
SURFACE

52M² COACH
HOUSE LOCATED
ON SECOND
STOREY

EXISTING
ACCESSORY
BUILDING

≥90CM WIDE PERMEABLE PATHWAY

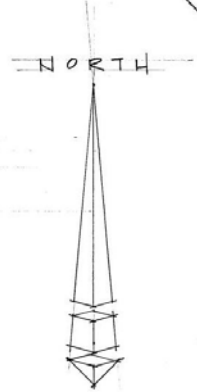
PERMEABLE
PARKING SPACE

EXISTING TREE
TO REMAIN

EXISTING
RESIDENCE

COACH HOUSE
ADDRESS
SIGNPOST

ALL MEASUREMENTS ARE IN METRES
NOT TO SCALE



ROBERTS STREET

Schedule B - Site Plan
DP 3060-19-14
326 Roberts Street
Louise Wilson & Jacob Dyck

STAFF REPORT TO COUNCIL

Report Prepared By: Erin Anderson, Director of Financial Services
Date: September 3, 2019
Report Reviewed By:
Meeting Date: October 21, 2019
File No:
RE: **2020 FINANCIAL PLAN (BUDGET) DISCUSSIONS**

RECOMMENDATION:

That Council approve the following schedule to deliberate the 2020-2024 Financial Plan:

- November 4th – Preliminary Operating Budget
- November 18th - Water & Sewer Utility Introduction
- November 25th (Special Meeting) - Finalize Water & Sewer, introduction Capital budgets
- December 2nd – Continuation of general operation, introduction of water and sewer rate bylaws, introduction of general capital projects
- December 16th – adoption of water and sewer rate bylaws, early budget approval of capital projects.

PURPOSE:

To determine the dates the Financial Plan will be discussed.

PREVIOUS COUNCIL DIRECTION

CS 2019-004	01/07/2019	That Council confirm that: (A) Ten percent (10%) of the previous year’s municipal tax levy will be allocated to General Capital Projects for the 2019-2023 Financial Plan; and (B) Five percent (5%) of the previous year’s municipal tax levy will be allocated to General Capital Reserve.
-------------	------------	--

INTRODUCTION/BACKGROUND:

Each year, a new 5-year Financial Plan is developed and adopted. Staff are currently preparing their department operational budgets to align with the newly presented 2020-2023 Town of Ladysmith Strategic Priorities. The operational budgets are being developed using a 2% inflationary increase on many goods, services and materials.

Additionally, there are some known additional costs, such as:



- CUPE Collective Agreement 2% wage increase for 2020;
- CPP increases;
- Remaining funding for the additional RCMP member; and
- Fulltime funding for positions budgeted to start partially into 2019.

Some reductions are expected, such as MSP premiums will be phased out.

ALTERNATIVES:

Council can choose alternative dates, though the budget bylaw must be approved by May 15, 2020.

FINANCIAL IMPLICATIONS:

The 2019-2023 adopted Financial Plan (see Appendix A) included the following increases for 2020:

- General tax increase of 4.65% increase
- Police tax increase of 10.15%
- Library tax increase of 5%

LEGAL IMPLICATIONS:

A Financial Plan must be adopted prior to May 15th.

CITIZEN/PUBLIC RELATIONS IMPLICATIONS:

It should be noted that the impact on property taxation is not known at this time. BC Assessment will provide the assessment roll towards the end of March.

Citizens are encouraged to attend meetings and provide input during the budget deliberations.

INTERDEPARTMENTAL INVOLVEMENT/IMPLICATIONS:

The development of the Financial Plan starts and ends with Council. Department heads prepare their budgets to align with Council priorities. Finance summarizes the numbers and presents the budget to Council for discussion.

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 type="checkbox"/> Local, Diverse Economy |
| <input checked="" 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 checked="" type="checkbox"/> Not Applicable |

SUMMARY:

Each year, a new five-year Financial Plan is drafted and presented to Council for approval. It is recommended that specific dates are schedule to discuss the 2020-2024 Financial Plan.

I approve the report and recommendation(s).

Guillermo Ferrero, Chief Administrative Officer

ATTACHMENT(S):

Appendix A**From 2019-2023 Financial Plan 2019, No.2000**

	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
REVENUES:					
Revenue From Property Tax Values	8,451,130	8,916,854	9,146,735	9,352,873	9,667,818
Revenue From Grants In Lieu	170,901	170,979	171,064	171,158	171,243
Revenue From Parcel Taxes	2,975,882	2,997,702	3,009,612	3,021,522	3,033,432
Revenue From Fees & Charges	4,755,265	4,886,252	5,051,450	5,194,022	5,224,366
Revenue From Other Sources	23,519,187	1,180,068	1,022,423	828,039	825,339
	<hr/> 39,872,365	<hr/> 18,151,855	<hr/> 18,401,284	<hr/> 18,567,614	<hr/> 18,922,198
EXPENSES:					
General Operating Expense	10,971,845	10,544,869	10,776,168	10,981,665	11,174,013
Sanitary Sewer Operating Expenses	2,062,140	1,551,054	1,582,074	1,613,717	1,645,986
Water Operating Expenses	1,395,319	1,427,452	1,456,002	1,485,121	1,514,822
Interest Payments	529,353	656,705	643,705	609,705	899,705
Amortization	3,436,284	3,505,010	3,575,110	3,407,608	3,475,760
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
Annual Surplus/Deficit	21,477,424	466,765	368,225	469,798	211,912
Add back:					
Amortization	3,436,284	3,505,010	3,575,110	3,407,608	3,475,760
Capital Expenditures					
General Capital	13,537,553	2,476,100	1,311,300	1,640,433	1,618,050
Sanitary Sewer Capital	1,291,994	925,000	1,810,000	525,000	890,750
Water Capital	27,689,239	1,300,000	680,000	10,150,000	1,260,000
Proceeds from New Debt	(8,911,952)	0	0	(5,500,000)	0
Principal Payments	824,187	945,476	945,476	1,945,476	1,030,476
Transfers from Reserves	(2,404,804)	(1,722,575)	(1,005,500)	(4,461,477)	(712,272)
Transfer to (from) Own Funds	(7,112,509)	47,774	202,059	(422,026)	(399,332)
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
Financial Plan Balance	-	-	-	-	-

STAFF REPORT TO COUNCIL

Report Prepared By: Gerald Fukakusa, Manager of Accounting
Meeting Date: October 21, 2019
File No:
RE: RENEWAL OF MANAGED IT SERVICES AGREEMENT WITH THE DISTRICT OF NORTH COWICHAN

RECOMMENDATION:

That Council authorize staff to renew the Managed Information Technology Services Agreement with the District of North Cowichan for the provision of IT support services for the term of November 1, 2019 to June 30, 2021, with an option of automatic renewal for 3 consecutive 1 year terms.

EXECUTIVE SUMMARY:

Currently, the Town contracts with the District of North Cowichan (DNC) for Information Technology (IT) services. Essentially, the Town funds one position at DNC and receives the expertise of the entire department from business operations to strategic management.

For the cost, the current arrangement with DNC is working for both parties. It is recommended that Council authorize the extension of the Managed IT Services Agreement with the District of North Cowichan (DNC) for an additional term of November 1, 2019 to June 30, 2021 with an option of automatic renewal for 3 consecutive 1 year terms.

PREVIOUS COUNCIL DIRECTION

CS 2015- 283	2015- 08-17	That, in accordance with Section 13 of the Community Charter, Council authorize staff to finalize the Managed Information Technology (IT) Services Agreement with the District of North Cowichan for the provision of IT support services commencing in September 2015 for an initial three year term at a cost not to exceed \$75,000 for the first year and an inflationary increase for years thereafter.
--------------------	----------------	--

INTRODUCTION/BACKGROUND:

The Town has utilized the expertise of DNC to provide IT services to the Town since 2015. This contract is up for renewal and staff are recommending that the contract is extended for another term (4 years).

Currently IT support includes:

- General support
- GIS support



- Procurement recommendations
- Server maintenance
- Disaster recovery
- Desktop device management
- Mobile devices
- Network administration
- System security
- Software applications
- Hosted services such as email and web filtering services

Despite significant increases in the Town’s use of technology (a greater than 25% increase in workstations and two new facilities), the service fees remain similar to the original agreement with 3% annual inflationary increases.

Changes to the agreement include:

- Adjusted term, notice, and transition support language to reduce risk to both parties in the event of termination.
- Minimum standards added as Customer responsibilities for remote access, cyber-security insurance, and network services provider
- Revised schedules to reflect actual services provided, allowing for natural growth over the term without requiring contract amendment.
- Revised cost for projects or services delivered outside of regular business hours

A copy of the proposed agreement is attached.

ALTERNATIVES:

Council can choose to:

- Contract with different 3rd party external IT support vendor.
- Bring the IT services in-house. At a minimum, there would be a cost for one position (wages and benefits) as well as additional cost for IT coverage for time off. Staff would also rely on outside consultants to provide strategic recommendations for network and infrastructure.

FINANCIAL IMPLICATIONS:

If approved, the following annual fees will be paid to DNC:

2019	2020	2021	2022	2023	2024	2025
\$83,000	\$85,490	\$88,055	\$90,696	\$93,417	\$96,220	\$99,106

These fees are funded through taxation.

For the value of the contract, the Town could not currently hire an IT position to cover the gamut of the services provided by DNC.

LEGAL IMPLICATIONS:

The agreement has been reviewed by an external lawyer for the DNC.

CITIZEN/PUBLIC RELATIONS IMPLICATIONS:

It is expected that the provision of IT services by the DNC will continue to maintain and improve the Town’s IT infrastructure and provide valuable service to all IT resource users.

INTERDEPARTMENTAL INVOLVEMENT/IMPLICATIONS:

All municipal departments currently use the IT support provided by the DNC helpdesk.

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 type="checkbox"/> Local, Diverse Economy |
| <input checked="" 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 |

I approve the report and recommendation(s).

Guillermo Ferrero, Chief Administrative Officer

ATTACHMENT(S):

IT Managed Services Agreement (Draft)

Managed IT Services Agreement

THIS AGREEMENT dated for reference the ___ day of _____, 2019 is

BETWEEN:

THE TOWN OF LADYSMITH

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

(the "Customer")

AND:

THE CORPORATION OF THE DISTRICT OF NORTH COWICHAN

7030 Trans-Canada Highway, Duncan, BC, V9L 6A1

(the "Service Provider")

IN CONSIDERATION OF THE MUTUAL PROMISES SET OUT IN THIS AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

Definitions

1. In this Agreement:

- (a) **"Customer Information"** means information under the control or in the custody of the Customer, including Personal Information;
- (b) **"Onsite Support"** means support carried out by a third-party vendor or, with the Customer's consent, the Service Provider's support staff, agent or contractor;
- (c) **"Project"** means a predefined item of work, or discretionary services, not included in the Services, that will be billed separately to the Customer;
- (d) **"Personal Information"** means recorded information about an identifiable individual other than contact information;
- (e) **"Services"** means the services provided by the Service Provider set out as included services in Schedule A of this Agreement, and as mutually agreed to by both parties from time to time.

Services

- 2. The Service Provider must use reasonable efforts to supply the Services and meet the performance timescales specified in Schedule B. For clarity, the response times set out in Schedule B are estimates only and are not of the essence of this Agreement.

3. The Service Provider may provide Services outside of regular business hours for critical incidents or for scheduled system changes. This is not guaranteed, and will be on a best effort basis only, subject to the fees and conditions in Schedule D.

Term and Renewal

4. This Agreement remains in force from the date of execution until June 30, 2021 (the "Term").
5. This Agreement may be automatically renewed for a maximum of three (3) consecutive one (1) year terms, beginning on the day immediately following the end of the initial Term, unless either party gives the other notice of its intent not to renew and to terminate this Agreement at least six (6) months prior to expiry of the Term or any renewed Term.

Fees and Payment Schedule

6. The Customer must pay a monthly fee for the Services in the amount set out in Schedule C (the "Service Fee"), plus applicable taxes.
7. The Service Fee will be invoiced by the Service Provider to the Customer on a monthly basis, and will become due and payable on the first day of each month.
8. Any additional services requested by the Customer, not included as Services, will be considered Projects and, if accepted, will be estimated and billed in accordance with Schedule D.
9. Time for payment will be of the essence of the Agreement.
10. All payments payable to the Service Provider under this Agreement will become due immediately on termination of the Agreement, despite any other provision. This condition is without prejudice to any right to claim for interest under the law, or any such right under the Agreement.
11. The Service Provider may, without prejudice to any other rights it may have, set off any liability of the Customer to the Service Provider against any liability of the Service Provider to the Customer.

Customer's Obligations

12. The Customer agrees to do the following:
 - (a) co-operate with the Service Provider in all matters relating to the Services;
 - (b) provide in a timely manner such access to the Customer's premises and data, and such office accommodation and other facilities, as is requested by the Service Provider;
 - (c) provide in a timely manner such information as the Service Provider may request, and ensure that such information is accurate in all material respects; and

- (d) be responsible (at its own cost) for preparing the relevant premises for the supply of the Services.

13. The Customer must ensure that:

- (a) all devices with Microsoft Operating Systems must be licensed for and running a currently supported operating system;
- (b) all software must be genuine, licensed and vendor supported;
- (c) the Customer must have a server-based antivirus solution protecting all servers, desktop, notebooks/laptops and email;
- (d) the Customer must have a server based backup solution that can be monitored and send notification on job failures and successes;
- (e) the Customer must have a remote management system allowing provision of remote support, and this must be accessible by the Service Provider using VPN or other secure means;
- (f) the Customer must have a hardware firewall between the internal network and the internet;
- (g) all wireless data traffic in the Customer's environment must be securely encrypted;
- (h) there must be a public static IP Address assigned to each network device requiring remote access;
- (i) the Customer must engage the Service Provider's preferred vendor for LAN administration (switches), waiving procurement policy if required; and
- (j) the Customer must have Cybersecurity insurance in place that names the Service Provider as an additional insured,

(collectively, the "**Minimum Standards**").

14. If at any time the Customer's information technology environment falls below the Minimum Standards:

- (a) the Service Provider may undertake to do any required action to ensure compliance; and
- (b) the costs of such actions will be billed to the Customer as a Project.

15. If the Service Provider's performance of its obligations under this Agreement is prevented or delayed by any act or omission of the Customer or the Customer's agents, sub-contractors or

employees, the Customer will be liable to pay to the Service Provider on demand all reasonable costs, charges or losses sustained or incurred by it (including, without limitation, any direct or indirect consequential losses, loss of profit and loss of reputation, loss or damage to property, injury to or death of any person and loss of opportunity to deploy resources elsewhere), subject to the Service Provider confirming such costs, charges and losses to the Customer in writing.

16. The Customer will not, at any time during the Term and for a period of six (6) months after the completion of the Services, solicit or entice away from the Service Provider or employ or attempt to employ any person who is, or has been, engaged as an employee or sub-contractor of the Service Provider.

Modifications to Services or Agreement

17. If either party requests a change to the scope or execution of the Services, it must submit details of the requested change to the other in writing in accordance with the notice provisions of this Agreement. Upon receipt of a request to modify the Services or Agreement, the Service Provider must, within a reasonable time, provide either written notice that the changes are not supportable or a written estimate to the Customer of:

- (a) the estimated time and fees required to implement the change;
- (b) any variations to the Service Fee or the Service Provider's charges arising from the change;
- (c) the likely effect of the change on the Services; and
- (d) any other impact of the change on the terms of the Agreement.

18. If the Customer would like the Service Provider to proceed with the change, the Service Provider has no obligation to do so unless and until the parties have agreed in writing on the necessary variations to its charges, including Service Fee, the Services and any other relevant terms of the Agreement to take account of the change.

19. This Agreement covers only the services and equipment set out as included in Schedule A and Schedule E. Any addition, removal or modification must be approved in writing by both parties before forming part of this Agreement. For clarity, the addition of equipment/services, if acceptable to the Service Provider, may result in an adjustment to the Service Fee.

20. Should adjustments or modifications be required that amend the Service Fee for the services rendered under this Agreement, the revised Services, Service Fee amount and effective date must be approved by both parties and attached to the Agreement as Schedule F.

Breach and Termination

21. The parties agree that if there is a breach of any term of this Agreement by a party, the other party may, at its option, notify the party in breach and give the party responsible for the breach such time as is reasonable in view of the nature of the breach to remedy the breach. If the breach continues after the period of time given to remedy the breach the parties agree to pursue a dispute resolution process as set out in sections 34-37 of this Agreement.
22. If either party terminates this Agreement, the Service Provider will either:
- (a) assist the Customer in the orderly termination of Services, including timely transfer of the services to another service provider providing that the Customer agrees to pay the Service Provider the actual costs of rendering such services; or
 - (b) provide the Services to the Customer for up to six (6) months at monthly rates following termination or expiry of this Agreement.
23. Termination of this Agreement, however arising, will not affect or prejudice the accrued rights of the parties as at termination or the continuation of any provision expressly stated to survive, or implicitly surviving, termination.

Notice

24. All notices, requests, demands and other communications required or permitted to be given or provided under this Agreement must be in writing and delivered by hand or prepaid registered mail (return receipt requested), as follows:
- (a) to the Service Provider:

The Corporation of the District of North Cowichan
7030 Trans-Canada Highway
Duncan, BC V9L 6A1

Attention: Director IT and GIS Services Department
 - (b) to the Customer:

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

Attention: Corporate Officer

or at such other address as the party to whom notice is sent may specify by notice given in accordance with the provisions of this section.

Confidentiality and Privacy

25. The Service Provider must comply with the *Freedom of Information and Protection of Privacy Act*, including that the Service Provider must not use, store or disclose Customer Information, except as necessary to or consistent with providing the Services
26. If the Service Provider receives a request for access to records under the *Freedom of Information and Protection of Privacy Act* that applies to records or information collected from the Customer, that request for access will be transferred to the Customer which will be solely responsible for responding to that request.
27. The Customer must keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Customer by the Service Provider or its agents, and any other confidential information concerning the Service Provider's business or its products which the Customer may obtain. The Customer must restrict disclosure of such confidential material to such of its employees, agents or sub-contractors as need to know it for the purpose of discharging the Customer's obligations to the Service Provider, and must ensure that such employees, agents or sub-contractors are subject to obligations of confidentiality corresponding to those which bind the Customer. This condition will survive termination of the Agreement, however arising.

Limitation of Liability and Indemnity

28. The Customer agrees to indemnify and save harmless the Service Provider from and against any and all claims, damages, demands, causes of action, costs, expenses and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) arising out of or connected directly or indirectly with the Services provided under this Agreement or with the Customer's breach of this Agreement.
29. Sections 27 to 32 set out the entire financial liability of the Service Provider (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:
 - (a) any breach of this Agreement;
 - (b) any use made by the Customer of the Services, or any part of them; and
 - (c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.

30. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.
31. Nothing in this Agreement excludes the liability of the Service Provider for death or personal injury caused by the Service Provider's negligence, or for fraud or fraudulent misrepresentation.
32. Subject to sections 28 and 29, the Service Provider must not be liable, whether in tort (including for negligence or breach of statutory duty), contract, or otherwise for:
- (a) loss of profits;
 - (b) loss of business;
 - (c) depletion of goodwill or similar losses;
 - (d) loss of anticipated savings;
 - (e) loss of goods;
 - (f) loss of contract;
 - (g) loss of use; or
 - (h) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.
33. In the event of any loss or damage to Customer data, the Customer's sole and exclusive remedy will be for the Service Provider to use reasonable commercial efforts to restore the lost or damaged Customer data from the latest backup of such Customer data in accordance with the Services.
34. The Service Provider must not be responsible for any loss, destruction or alteration of Customer data, or any unauthorized disclosure of Customer data caused by:
- (a) the Customer, its employees or officers;
 - (b) the Customer's or its employees' or officers' negligence or default;
 - (c) any third party (except those third parties subcontracted by the Service Provider to perform services related to Customer data maintenance and back-up);
 - (d) errors or omissions in any information, instructions, data or scripts provided to the Service Provider by the Customer in connection with the Services;
 - (e) any acts or omissions by the Customer in breach of this Agreement; or
 - (f) any actions taken by the Service Provider at the Customer's direction.

Intellectual Property

35. All intellectual property rights and all other rights in the Services will be owned by the Service Provider. For the duration of this Agreement the Service Provider hereby licenses all such rights to the Customer free of charge and on a non-exclusive, worldwide basis to such extent as is necessary to enable the Customer to make reasonable use of the Services as is envisaged by the parties.

Dispute Resolution

36. The Service Provider and the Customer agree to try to resolve disputes that arise from or in connection with this Agreement as efficiently and cost-effectively as possible.
37. The Service Provider and the Customer agree to try to resolve disputes by negotiation. To aid negotiation, the Service Provider and the Customer agree to fully and frankly disclose relevant information.
38. The Service Provider and the Customer agree that if a dispute is unresolved 30 days after negotiation begins, then they must try to resolve the dispute by negotiation (a) mediated by a neutral person whom the British Columbia International Commercial Arbitration Centre ("B.C.I.C.A.C.") appoints, and (b) administered under B.C.I.C.A.C.'s Mediation Rules.
39. The Service Provider and the Customer agree that if a dispute is unresolved 30 days after B.C.I.C.A.C. appoints a mediator, then they must submit the dispute to arbitration administered by B.C.I.C.A.C. The place of arbitration must be North Cowichan.

General

40. This Agreement and attached Schedules constitutes the entire agreement between the parties and no understanding or agreement oral or otherwise, exists between the parties regarding the subject matter of this Agreement except as expressly set out herein, and this Agreement may not be modified except by subsequent agreement in writing between the parties.
41. This Agreement will prevail over any inconsistent terms or conditions contained in, or referred to in, the Customer's purchase order, confirmation of order, or specification, or implied by law, trade custom, practice or course of dealing.
42. The Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the laws of British Columbia.
43. This Agreement is made for the benefit of the parties to it and (where applicable) their successors and permitted assigns, and is not intended to benefit, or be enforceable by, anyone else.
44. The Service Provider must have no liability to the Customer under the Agreement if it is prevented from, or delayed in, performing its obligations under the Agreement or from carrying on its business

by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of the Service Provider or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of service providers or sub-contractors. For clarity, the Service Provider will make reasonable commercial efforts to provide Services during a labour disruption of either party.

45. The Customer acknowledges that the *Freedom of Information and Protection of Privacy Act* of British Columbia may require disclosure of this Agreement and records relating to this Agreement that are in the custody or control of the Service Provider.
46. If any section, subsection, sentence, clause or phrase in this Agreement is for any reason held to be invalid by a court of competent jurisdiction, the invalid portion is to be severed, and this will not affect the validity of the remainder of this Agreement.

As evidence of their agreement to be bound by this Agreement, the Customer and Service Provider have executed this Agreement below:

THE CORPORATION OF THE DISTRICT OF NORTH COWICHAN

by its authorized signatories:

Al Siebring, Mayor

Karen Robertson, Corporate Officer

Date

THE CORPORATION OF THE TOWN OF LADYSMITH

by its authorized signatories:

Aaron Stone, Mayor:

Joanna Winter, Corporate Officer

Date

Schedule A

Services included in the scope of the agreement:

General
Budget and technology planning advice
Vendor management, purchasing assistance, license management assistance
Routine project and task reporting
Solution planning consultation
Central help desk (email and phone) contact – business hours only
User Accounts
Windows user account management
Windows security group management
Email account management
ERP account management
Desktop Devices (Windows OS desktops, laptops, tablets, monitors and peripherals)
Desktop hardware installation and maintenance
Operating system and third party patch monitoring
Network and desktop printer management
Software application installation and update
Desktop security software maintenance
Desktop hardware, operating system, software and printing troubleshooting
Mobile Devices (cell phones and other non-Windows OS mobile devices)
Configuration and troubleshooting assistance for email access
Servers
Server hardware and software troubleshooting and vendor liaison
Windows operating system management
Virtualization server management
Print server management
Email server management
Directory server management
Network services (DNS, DHCP, NTP, etc) management
Database server management
Network file server management
Backup server management
Software update server management
Remote access server management
Intranet server management
Council video streaming system management

File sharing system management
ERP server management (shared responsibility with Central Square support)
Remote management server management
Server equipment installation, re-configuration, decommissioning
Server management for other services currently in place and supported as of the date this agreement is executed
Networks
Firewall management (access rules, DMZ, VPN, web filtering, etc)
Wireless network management
Inter-site connectivity (e.g. VPN) management
Internet service troubleshooting (shared responsibility with internet provider)
Off-premise / Cloud Services
Public DNS and secure certificate management
Email filtering service administration
Malware prevention service administration
Network vulnerability scanning service administration

For clarity, services and systems specifically excluded from the scope of the agreement:

Excluded Services / Systems
Desktop telephones and related servers / connections
SCADA systems
CCTV systems
Building access control systems
Local area network (network switches)
Mobile devices and related services, excepting email configuration
Off-premise / Cloud services other than as noted (e.g. public website and agenda management are not included services)
Audio visual services, excepting Council video streaming and meeting room projectors
Wiring, such as electrical, network and fibre-optic
Application development
Custom database development
Compliance assessments and monitoring (e.g. PCI)
Training

Note: liaison with the providers of these excluded services / systems where required for delivery of the Services is included

Schedule B

Response and Resolution Times

The following table shows the targets of response and resolution times for service-impacting issues at each priority level:

Affected Service	Priority	Response time (in hours) *	Resolution time (in hours) *	Escalation threshold (in hours)
Service not available (all users and functions unavailable)	1	Within 1 Hour	ASAP – Best Effort	2 hours
Significant degradation of service (large number of users or business critical functions affected, business process can continue)	2	Within 4 hours	ASAP – Best Effort	8 hours
Limited degradation of service (limited number of users or functions affected, business process can continue)	3	Within 24 hours	ASAP – Best Effort	48 hours
Small service degradation	4	Within 48 hours	ASAP – Best Effort	96 hours

*Within normal working hours

Service Request Escalation Procedure

1. Support Request is Received
2. Service Ticket is Created
3. Issue is identified and documented in service management system
4. Issue is qualified to determine if it can be resolved through Tier 1 Support

If the issue can be resolved through Tier 1 Support:

5. Level 1 resolution – issue is worked to successful resolution
6. Quality Control – Issue is verified to be resolved to Customers satisfaction
7. Service Ticket is closed after complete resolution details have been updated

If the issue cannot be resolved through Tier 1 Support:

8. Issue is escalated to Tier 2 Support
9. Issue is qualified to determine if it can resolved by Tier 2 Support

If issue can be resolved through Tier 2 Support

10. Level 2 Resolution – issue is worked to successful resolution
11. Quality Control – Issue is verified to be resolved to Customers satisfaction
12. Service Ticket is closed, after complete problem resolution details have been updated

If issue cannot be resolved through Tier 2 Support:

13. Issue is escalated to Onsite Support
14. Issue is qualified to determine if it can be resolved through Onsite Support

If issue can be resolved through Onsite support:

20. Onsite Resolution – issue is worked to successfully resolution
21. Quality Control – Issue is verified to be resolved to Customer's satisfaction
22. Service Ticket is closed, after complete problem resolution details have been updated in PSA system

If issue cannot be resolved through Onsite support:

23. Request is updated with complete details of all activity performed
24. Issue escalated to Management for review and decision

Schedule C**Monthly Fees**

2019	2020	2021	2022	2023	2024	2025
\$6,916.67	\$7,124.17	\$7,337.90	\$7,558.03	\$7,784.77	\$8,018.32	\$8,258.87

Schedule D

Fees for Projects

Projects will be charged at cost, based on the Service Provider's fully burdened wages for the personnel required. Current values will be provided in the Project estimate.

Fees for Services Performed Outside of Regular Business Hours

Services performed outside of regular business hours will be charged based on the required personnel's fully burdened hourly wages, with rate multipliers and minimum charges being applied in a manner consistent with the Service Provider's then-current Collective Agreement.

Schedule E

Equipment Covered by Agreement

The included Services in Schedule A will be provided in relation to equipment in the following categories installed in Customer facilities as of the date this agreement is executed, installed in or for the use of the new water filtration facility within six (6) months of facility commissioning, and their direct replacements:

- Servers and related equipment (e.g. tape backup, server UPS)
- Desktop and laptop devices including monitors, peripherals, and related equipment
 - o Additional monitors, peripherals and related equipment may be added to existing desktop and laptop devices without affecting this agreement
 - o Up to five (5) additional desktop or laptop devices per year may be added without affecting this agreement
- Network firewalls and wireless equipment
 - o Additional inside wireless access points may be added to Customer facilities without affecting this agreement
- Council video streaming equipment
- Meeting room projector systems
 - o Additional meeting room projectors may be added to Customer facilities without affecting this agreement

Schedule F

Amendments to the Services and Service Fee

[If applicable, include amended Services, amended Service Fee amounts and effective dates, once approved by both parties]

Addition or removal of Services	Revised Service Fee	Effective Date
TBD		

STAFF REPORT TO COUNCIL

Report Prepared By: Clayton Postings, Director Parks, Recreation and Culture
Meeting Date: October 21, 2019
File No:
RE: **FORREST FIELD FACILITY MAINTENANCE**

RECOMMENDATION:

That Council:

1. Direct staff to allocate \$30,000 from the Rotary Boat Launch Float project to complete the recommended synthetic turf field reconditioning and purchase two 23' soccer goal/nets; and
2. Amend the 2019-2023 financial plan accordingly.

EXECUTIVE SUMMARY:

Through regular inspections it has been determined that the large soccer nets at Forrest Field require early replacement. The Town has also received the annual inspection report from the consultant relating to the synthetic turf condition and it is recommended some defined maintenance occur, including infill, de-compacting and cleaning.

PREVIOUS COUNCIL DIRECTION

No previous direction.

INTRODUCTION/BACKGROUND:

The Town annually has an independent contractor complete a condition assessment of the turf at Forrest Field. This assessment is a recommended process not only for condition and maintenance, but to also confirm the field continues to meet international standards for synthetic turf fields. This assessment report was received in September 2019 and confirmed that the field continues to be in good condition based on the age (9yrs old) of the surface and that the field meets all recommended testing parameters. The consultant does though recommend that the Town complete some maintenance which will assist in maintaining the condition and reduce any future damage. This maintenance includes, adding infill to high use areas (penalty and goal kick areas), as well as brushing the field to reduce compaction.

During the regular field inspections in September it was noted that the two large soccer nets are close to reaching the end of their lifecycle. These nets had been included for replacement in the 2020 capital plan, however it is recommended that another season with these nets would not be recommended. Staff are recommending the replacement of these nets this season.

ALTERNATIVES:

Council can choose to direct staff to include the projects into the 2020 Financial Plan.

FINANCIAL IMPLICATIONS:

Replacement of two 23ft soccer nets is estimated at a total cost of \$18,000, including delivery and related expenses to assemble and install the nets.

The turf maintenance and infill required is quoted at \$9,325, it is suggested to budget \$12,000 as once onsite the contractor may recommended additional infill.

The combined projects are estimated at \$30,000.

It is recommended that the funding for these project comes for the Rotary Boat Launch Float replacement project, which had a budget of \$50,000 with funding from Taxation (\$30k) and Gas Tax (\$20k). This project was tendered and unfortunately all three quotes received exceeded the budget. Staff are working on other options for this project and plan to include the updated project in the 2020 capital plan with updated scope and budget.

LEGAL IMPLICATIONS:

The Town has a responsibility to ensure the playing field at Forrest Field is safe for all users. Condition reports and staff inspections confirm the field is safe and meets all requirements, it is though recommended to proceed with this improvements earlier than planned to ensure the fields can continue to be at the highest possible standard.

CITIZEN/PUBLIC RELATIONS IMPLICATIONS:

N/A

INTERDEPARTMENTAL INVOLVEMENT/IMPLICATIONS:

N/A

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 checked="" 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 |

I approve the report and recommendation(s).

Guillermo Ferrero, Chief Administrative Officer

ATTACHMENT(S):

N/A

STAFF REPORT TO COUNCIL

Report Prepared By: Joanna Winter, Manager of Legislative Services
Meeting Date: October 21, 2019
File No:
RE: **SCHEDULE OF COUNCIL AND COMMITTEE OF THE WHOLE MEETINGS**

RECOMMENDATION:

That Council:

1. Change the schedule of Regular Council meetings to the first and third Tuesday of each month at 7:00 p.m.;
2. Change the name of the Municipal Services Committee to Committee of the Whole;
3. Establish that Council will meet as Committee of the Whole on the second Tuesday of every second month;
4. Confirm that the role of the Committee of the Whole is to give preliminary consideration of proposed policies, services and/or other matters and make recommendations to Council; and
5. Direct staff to draft amendments to Council Procedures Bylaw No. 1666 to reflect the proposed changes to the Council meeting schedule and Committee of the Whole name, role and meeting schedule.

EXECUTIVE SUMMARY:

Recent questions and suggestions from members of Council about Council meeting schedules prompted staff to explore practices in neighbouring communities and to bring forward options for Council to consider.

PREVIOUS COUNCIL DIRECTION

N/A

INTRODUCTION/BACKGROUND:

Meeting Schedule

Council currently meets on the first and third Monday of each month at 7:00 p.m. Council also meets as Municipal Services Committee (or Committee of the Whole) on the second Monday of each month at 6:30 p.m. unless there is no business to discuss.

When a Council or Municipal Services Committee meeting falls on a statutory holiday, that meeting is cancelled. In 2019, this resulted in the cancellation of five Regular Council meetings (February 18, May 20, July 1, August 5 and September 2), and two Municipal Services Committee meetings (October 14 and November 11). The Municipal Services Committee meetings were cancelled in the months of May, July and August due to lack of business for the agenda.

The principle advantage to this proposed schedule is that Council meetings would not be cancelled when they fall on a statutory holiday Monday. In 2020, the statutory holiday schedule is such that no Council or Municipal Services Committee meetings would be cancelled.

The proposed Tuesday meeting day would also reduce conflict with other Cowichan Region local government Council/Board meetings. Current meeting schedules are as follows:

Cowichan Valley Regional District Board – second and fourth Wednesday at 6:30 and 1:30 respectively

City of Duncan Council – first and third Monday at 6:00 p.m.

Municipality of North Cowichan Council – first and third Wednesday at 1:30

Town of Lake Cowichan Council – fourth Tuesday at 6:00 p.m.

Committee of the Whole / Municipal Services Committee – Name and Purpose

The general role of the Municipal Services Committee is expressed in a statement at the head of the Municipal Services Committee agenda: *“Mandate: To Advise Council on a broad spectrum of issues related to departmental matters.”* The Committee can develop recommendations for Council, and can request additional information or reports from staff, but cannot make decisions that advance the business of Council or the Town.

The proposed name change to Committee of the Whole better reflects the role of the Committee. It is further recommended that Council clarify the mandate of the Committee of the Whole by adding the following to the Council Procedure Bylaw:

The role of the Committee of the Whole is to give preliminary consideration of proposed policies, services and/or other matters and make recommendations to Council

A review of Committee agendas over the past year have shown that the meetings have become an opportunity for in-depth consideration of matters such as solid waste and development cost charges. The proposed new mandate statement better reflects this current practice. The Committee of the Whole would continue to meet on the second week of each month and on the same day of the week as the Council meetings. In addition, the agenda review shows that a meeting of the Committee of the Whole every *second* month would better reflect current practice. It is understood that additional meetings can be added in the intervening months if needed.

ALTERNATIVES:

Council can choose to:

1. Maintain the current Council meeting schedule;
2. Maintain the current name of the Municipal Services Committee;
3. Schedule the Municipal Services Committee to meet quarterly;
4. Propose alternate meeting days and times; and/or
5. Direct staff to conduct further research into the matter

FINANCIAL IMPLICATIONS:

N/A

LEGAL IMPLICATIONS:

Any change to meeting schedules will require amendments to the Council Procedure Bylaw, along with required public notice and advertising, in accordance with the *Community Charter*.

CITIZEN/PUBLIC RELATIONS IMPLICATIONS:

Moving the Council meetings to Tuesdays could mean more members of the public are able to view and/or attend the meetings, as they will no longer fall on long weekends.

INTERDEPARTMENTAL INVOLVEMENT/IMPLICATIONS:

N/A

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 type="checkbox"/> Local, Diverse Economy |
| <input checked="" type="checkbox"/> Not Applicable | |

ALIGNMENT WITH STRATEGIC PRIORITIES:

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

- Natural & Built Infrastructure
- Partnerships
- Not Applicable

I approve the report and recommendation(s).

Guillermo Ferrero, Chief Administrative Officer

ATTACHMENT(S):

INFORMATION REPORT TO COUNCIL

Report Prepared By: Erin Anderson, Director of Financial Services
Date: October 16, 2019
Meeting Date: October 21, 2019
File No:
RE: VOLUNTEER & COMPOSITE FIRE DEPARTMENTS EQUIPMENT & TRAINING – UBCM

RECOMMENDATION:

That Council:

1. Direct staff to submit a funding application to UBCM's Community Emergency Preparedness Fund requesting \$25,000 for the training of six new Fire Department volunteer paid on-call recruits; and
2. Confirm the willingness to provide overall grant management.

EXECUTIVE SUMMARY:

With funding from the Province, UBCM has created a Community Emergency Preparedness Fund with one stream to provide funding to volunteer and composite fire department for training and certain equipment. A Council resolution supporting the application and the administration of the grant funding (if successful) is required as part of the application.

DISCUSSION:

There is funding available through the UBCM Community Emergency Preparedness Fund for up to \$25,000 to assist volunteer fire departments with training and equipment. The deadline to submit an application is November 15th.

Ladysmith Fire/Rescue Training Officer, Chris Geiger, requested funding of \$25,000 to be used to train six new recruits for the Ladysmith Fire/Rescue department.

I approve the report and recommendation(s).

Guillermo Ferrero, Chief Administrative Officer

ATTACHMENT(S):

2019 Program & Application Guide (October 2019)

Community Emergency Preparedness Fund Volunteer & Composite Fire Departments Equipment & Training 2019 Program & Application Guide (October 2019)

1. Introduction

The [Community Emergency Preparedness Fund](#) (CEPF) is a suite of funding programs intended to enhance the resiliency of local governments, First Nations and communities in responding to emergencies. Funding is provided by the Province of BC and is administered by Union of BC Municipalities (UBCM).

Starting in May 2019, the funding streams include:

- Indigenous cultural safety and cultural humility training
- Emergency operations centres and training
- Emergency support services
- Evacuation route planning
- Flood risk assessment, flood mapping and flood mitigation planning
- Structural flood mitigation
- Volunteer and composite fire departments equipment and training

Background

Fire departments provide fire protection services in designated areas. Fire departments may be structured differently but all firefighters in BC are required to meet minimum training standards.

Updated October 2019 - Volunteer fire departments are those that have no paid staff, except paid on-call volunteers.

Composite fire departments are those that have a mix of paid staff and unpaid volunteers.

Volunteer & Composite Fire Departments Equipment & Training Funding Stream

The intent of this funding stream is to build the resiliency of volunteer and composite fire departments through the purchase of new or replacement equipment and to facilitate the delivery of training. Ongoing operational costs and the purchase of major fire apparatus are not eligible.

2. Eligible Applicants (Updated July 2019)

Eligible applicants are:

- Local governments (municipalities or regional districts) in BC
- First Nations (bands and Treaty First Nations) in BC
- Legally incorporated society-run fire departments in BC that are in good standing
- Improvement Districts in BC

Eligible applicants can submit one application per intake, including regional applications or participation as a partnering applicant in a regional application.

3. Eligible Projects

To qualify for funding, applicants must demonstrate the extent to which proposed project(s) will build the resiliency of volunteer and composite fire departments.

In addition, to qualify for funding, projects must:

- Facilitate training or purchase of equipment for volunteer or composite fire departments
- Be a new project (retroactive funding is not available)
- Be capable of completion by the applicant within one year from the date of grant approval
- Align with the [Structure Firefighters Competency & Training Playbook \(May 2015\)](#)

Regional Projects

Funding requests from two or more eligible applicants for regional projects may be submitted as a single application for eligible, collaborative projects. In this case, the maximum funding available would be based on the number of eligible applicants included in the application. It is expected that regional projects will demonstrate cost-efficiencies in the total grant request.

The primary applicant submitting the application for a regional project is required to submit a resolution or motion as outlined in Section 6 of this guide. Each partnering applicant is required to submit a resolution or motion that clearly states their approval for the primary applicant to apply for, receive, and manage the grant funding on their behalf.

4. Eligible & Ineligible Costs & Activities (Updated August 2019)

Eligible Costs & Activities

Eligible costs are direct costs that are approved by the CEPF Evaluation Committee, properly and reasonably incurred, and paid by the applicant to carry out eligible activities. Eligible costs can only be incurred from the date of application submission until the final report is submitted.

Eligible activities must be cost-effective and may include:

- Purchase of new or replacement equipment to enhance the ability of eligible fire departments to meet the needs of the community and Playbook standards. This may include:
 - Equipment required to support response to structural fire (other than major fire apparatus)
 - Equipment required to support response to interface fires such as: hoses, pumps, bladders and approved wildland firefighting personal protective equipment
- Training to enhance the ability of eligible fire departments to meet the needs of the community and Playbook standards. This may include:
 - Delivery of training to firefighters including instructor costs, travel, tuition and course fees
 - Cross training for wildland fires limited to courses such as: S-100 Basic Fire Suppression & Safety, S-185 Fire Entrapment Avoidance & Safety, and ICS-100 Introduction to Incident Command System
 - Fire-related training props to assist with in-house training, including live burn training structures

The following expenditures are also eligible provided that they relate directly to the eligible activities identified above:

- Consultant costs
- Incremental applicant staff and administration costs
- Public information costs

Ineligible Costs & Activities

Any activity that is not outlined above or is not directly connected to activities approved in the application by the CEPF Evaluation Committee is not eligible for grant funding. This includes:

- Purchase of major capital items, major fire apparatus or vehicles
- Routine or ongoing operating costs (i.e. heating and lighting; security; software subscriptions or other subscription fees)
- Use of a fire department during an emergency
- Training offered through the [Provincial Emergency Management Training Program](#)
- Major capital improvements or renovations to existing facilities and/or construction of new, permanent facilities (excluding live burn training structures)
- Costs related to developing or submitting the application package

5. Grant Maximum (Updated July 2019)

The Volunteer & Composite Fire Departments Equipment & Training funding stream can contribute a maximum of 100% of the cost of eligible activities to a maximum of \$25,000.00.

However, due to the number of fire departments that may be under their jurisdiction, regional districts can apply for a maximum of \$25,000.00 for each fire department that they have established a service area for in a single application.

In order to ensure transparency and accountability in the expenditure of public funds, all other grant contributions for eligible portions of the project must be declared and, depending on the total value, may decrease the value of the grant.

6. Application Requirements & Process (Updated July 2019)

Application Deadline

The application deadline is **November 15, 2019**. Applicants will be advised of the status of their application within 90 days of the application deadline.

Required Application Contents

All applicants are required to submit:

- Completed Application Form
- Detailed budget for each component identified in the application. This must clearly identify the CEPF funding request, applicant contribution, and/or other grant funding.
- For regional projects only: resolution or motion from each partnering applicant that clearly states their approval for the primary applicant to apply for, receive and manage the grant funding on their behalf.

Resolutions or motions from partnering applicants must include the language above

If the applicant is a local government, First Nation or improvement district, the following must also be submitted:

- Local government Council or Board resolution, Band Council resolution or Treaty First Nation resolution, or improvement district Trustee resolution, indicating support for the current proposed activities and willingness to provide overall grant management

If the applicant is a legally incorporated society-run fire department, they must also submit:

- Board of Directors motion indicating support for the current proposed activities and willingness to provide overall grant management
- Current Certificate of Good Standing
- Up to 3 letters of support from local organizations or agencies (local government, Band office, Chamber of Commerce, etc.)

Submission of Applications

Applications should be submitted as Word or PDF files. If you choose to submit your application by e-mail, hard copies do not need to follow.

All applications should be submitted to:

Local Government Program Services, Union of BC Municipalities

E-mail: cepf@ubcm.ca

Mail: 525 Government Street, Victoria, BC, V8V 0A8

Review of Applications

UBCM will perform a preliminary review of applications to ensure the required application elements (identified above) have been submitted and to ensure that basic eligibility criteria have been met. Only complete application packages will be reviewed.

Following this, the CEPF Evaluation Committee will assess and score all eligible applications. Higher application review scores will be given to projects that:

- Clearly demonstrate how the proposed project will build the resiliency of volunteer and/or composite fire departments
- Support eligible fire departments with limited resources that impede the ability to purchase essential equipment and/or provide training
- Provide training to specifically address the mental wellbeing of eligible fire department staff and volunteers
- Demonstrate transferability or mutual aid between local governments or First Nations in BC;
- Include in-kind or cash contributions to the project from the eligible applicant, partnering applicant(s), community partners or other grant funding
- Are cost-effective

Point values and weighting have been established within each of these scoring criteria. Only those applications that meet a minimum threshold point value will be considered for funding. The CEPF Evaluation Committee will consider the provincial and regional distribution of all proposed projects. Funding decisions will be made on a provincial priority basis.

All application materials will be shared with the Province of BC

7. Grant Management & Applicant Responsibilities

Grants are awarded to eligible applicants only and, as such, the applicant is responsible for completion of the project as approved and for meeting reporting requirements.

Applicants are also responsible for proper fiscal management, including maintaining acceptable accounting records for the project. UBCM reserves the right to audit these records.

Notice of Funding Decision

All applicants will receive written notice of funding decisions. Approved applicants will receive an Approval Agreement, which will include the terms and conditions of any grant that is awarded, and that is required to be signed and returned to UBCM. Grants are paid at the completion of the project and only when the final report requirements have been met.

Please note that in cases where revisions are required to an application, or an application has been approved in principle only, the applicant has 30 days from the date of the written notice of the status of the application to complete the application requirements. Applications that are not completed within 30 days may be closed.

Changes to Approved Projects

Approved grants are specific to the project as identified in the application, and grant funds are not transferable to other projects. Approval from the CEPF Evaluation Committee will be required for any significant variation from the approved project.

To propose changes to an approved project, approved applicants are required to submit:

- Revised application package, including updated, signed application form, updated budget and an updated resolution
- Written rationale for proposed changes to activities and/or expenditures

The revised application package will then be reviewed by the CEPF Evaluation Committee at the next scheduled meeting.

Applicants are responsible for any costs above the approved grant unless a revised application is submitted and approved prior to work being undertaken.

Extensions to Project End Date

All approved activities are required to be completed within one year of approval. Under exceptional circumstances, an extension beyond this date may be requested in writing and is subject to approval by the CEPF Evaluation Committee.

8. Final Report Requirements & Process

All funded activities must be completed within one year of notification of funding approval and the final report is due within 30 days of project completion.

Applicants are required to submit an electronic copy of the complete final report, including the following:

- Completed Final Report Form
- Financial summary
- Copies of any training or capacity building materials that were produced with grant funding.
- Optional: photos and/or media directly related to the funded project

Submission of Final Reports

All final reports should be submitted to:

Local Government Program Services, Union of BC Municipalities

E-mail: cepf@ubcm.ca

Mail: 525 Government Street, Victoria, BC, V8V 0A8

All final report materials will be shared with the Province of BC.

9. Additional Information

For enquiries about the application process or general enquiries about the program, please contact:

Union of BC Municipalities
525 Government Street
Victoria, BC, V8V 0A8

E-mail: cepf@ubcm.ca

Phone: (250) 387-4470

STAFF REPORT TO COUNCIL

Report Prepared By: Infrastructure Services
Meeting Date: October 21, 2019
File No:
RE: **SOLID WASTE COLLECTION CONTRACT AWARD**

RECOMMENDATION:

That Council:

1. Direct staff to negotiate a five-year contract for Residential Curbside Waste Collection Services with Waste Connections of Canada, to commence January 1, 2020, based upon the RFP response provided September 4, 2019.
2. Continue the annual Large Item Collection as part of the contract services.
3. Continue with Add-a-Day collection scheduling as currently utilized in the collection contract.
4. Direct staff to hire two student ambassadors for a period of 13 weeks (summer) at a total cost of \$25,236.

EXECUTIVE SUMMARY:

The Town’s contract for curbside waste and recycling collection has been operating under several term extensions since it expired in 2010. Staff began work to prepare a Request for Proposals (RFP) in November 2017, and hired a local consulting firm to provide expert assistance. Associated with the RFP preparation, a number of service and contract administration related items required additional work which delayed the issuance of the RFP. These items were presented to Council at the June 17, 2019 meeting.

The RFP was issued on August 8, 2019, and closed September 6, 2019, with three experienced waste collection firms submitting proposals. A rigorous evaluation of the proposals concluded that the incumbent contractor (Waste Connections of Canada) achieved the highest score. The recommendation is that staff be directed to enter into contract negotiations with Waste Connections for a five-year contract to commence January 1, 2020.

PREVIOUS COUNCIL DIRECTION

Resolution	MeetingDate	ResolutionDetails
CS 2019-229	06/17/2019	That Council direct staff to: 1. Amend Town of Ladysmith Garbage, Recycling and Organics Collection Waste Bylaw No. 1588 to allow solid waste collection from all units in a multi-family property if requested, where the property



Resolution	MeetingDate	ResolutionDetails
		<p>meets the following criteria:</p> <ul style="list-style-type: none"> • Each unit must have its own street-level entry and collection containers. • o The multi-family property must be serviceable by the contracted collection trucks (who may be entering private roads to provide the service). <p>2. Continue with a manual collection system for the upcoming five-year collection contract;</p> <p>3. Implement the Contamination Reduction Plan as presented in Appendix B, pages 4-8 of the consultants' report on solid waste collection in Ladysmith, with the funds to come from the Town's MMBC (Recycle BC) Solid Waste reserve.</p> <p>4. Issue a Request for Proposals (RFP) for the provision of solid waste collection services, to incorporate all direction received from Council in response to the consultants' report.</p> <p>5. In the Request for Proposals, seek optional pricing for the Large Item Collection (Spring Clean-up) service and defer the decision to continue with the service until actual costs have been determined.</p> <p>6. In the Request for Proposals, seek optional pricing for a "consistent day" collection service and defer the decision about implementation until actual costs have been determined.</p>
CS 2018-349	09/17/2018	That Council direct staff to extend the existing contract for up to one year for solid waste collection services with Waste Connections.
CS 2018-239	06/28/2018	That Council retire into closed session at 5:05 p.m. in order to hold a workshop on solid waste management in accordance with section 90(1)(k) of the Community Charter (discussions related to the proposed provision of a municipal service).
CE 2017-090	04/10/2017	<p>That Council:</p> <p>1. Continue to contract out the provision of the collection of solid waste, organics and recyclables.</p> <p>2. Direct staff to prepare a Request for Proposals (RFP) for the supply of solid waste collection services over a five year term, with an option to renew, commencing on October 1, 2018 and the Request for Proposal (RFP) be open to automated collection, manual collection or a combination of collection methods.</p>

INTRODUCTION/BACKGROUND:

The Town of Ladysmith provides curbside collection of residential garbage, food waste and recyclables to approximately 3,230 homes by way of a contracted service. The previous public competitive process for a five-year collection contract took place in 2005, when the contract was awarded to WSI Canada Ltd (now Waste Connections Canada). That contract has been extended several times since the term expired in 2010, and the contractor has gone through several mergers and name changes in recent years.

Request for Proposals:

In November 2017, staff began working with MWA Environmental Consultants Ltd, a local solid waste consulting firm, to prepare a Request for Proposals (RFP) for a new collection contract. This process took considerably longer than anticipated while staff and Council considered several service and administration related items which have a bearing on the new contract. These items included:

- Considering a switch to automated, cart-based collection before resolving to retain the manual collection system.
- Preparing a Contamination Reduction Plan to reduce the levels of non-compliant material being included in the recyclables set out for collection.
- Performing field audits to gather accurate information as to which homes are being serviced and cross referencing this with the Town's utility billing database.
- Drafting a revised curbside waste collection Bylaw to capture changes in the service and to better reflect the eligibility of who receives the service.
- Considering whether to continue or cancel the annual large item collection program.
- Considering the pros and cons of changing the collection schedule to a fixed day system.

On August 8, 2019, RFP No. 2019-IS-08 "Residential Curbside Waste Collection Services" was issued. The following week, on August 15, 2019, representatives from four waste collection companies and one equipment supplier attended the mandatory Proponents' meeting. Several questions were received during the period the RFP was open, which resulted in three Addenda being issued.

A major component of the new contract will be a focus on reducing the levels of non-compliant material in the recycling stream to meet the Town's obligations to Recycle BC. Council has approved a Contamination Reduction Plan to be incorporated into the new contract. This Plan apportions responsibility for different actions to both the Town and the Contractor, and RFP proponents were required to provide details and examples of how they would work with the Town to improve recycling. As per Council direction, the RFP also requested pricing options for continuation of the annual large item collection, and for providing collection service on a fixed day schedule.

At the closing date on September 6, 2019, proposals were received from three companies:

1. Emterra Environmental (Emterra)
2. GFL Green For Life Environmental (GFL)
3. Waste Connections of Canada (WCC)

All three of the Proponents have experience providing curbside residential waste collection. Emterra is active in the Comox Valley and elsewhere in BC and Canada. Waste Connections has contracts throughout BC and Canada, including several Island contracts (and is the incumbent). As a relative newcomer to the BC marketplace, GFL provided references for several Alberta contracts. The proposal received from Emterra was lacking some of the required information, namely the WorkSafe BC registration number, confirmation of bonding and an implementation schedule, which renders their proposal ineligible for consideration. The other two proposals were received with all the required information provided.

Proposal Evaluation:

Town staff and the consultants reviewed the proposals individually before meeting to formally evaluate the proposals using a weighted scoring matrix. This matrix was included in the RFP to allow the proponents the opportunity to see the importance placed on different components. The highest point score was assigned to Price (30 points out of 125), which accounted for 24% of the overall score. The next highest point score was assigned to the Contamination Reduction Plan at 20 points out of 125 (16% of the total score).

The scoring matrix is as shown in Table 1.

Table 1: Evaluation Scoring Matrix

MANDATORIES		
	Proposal received prior to closing	YES / NO
	Subcontractor list submitted	
	Proposed schedule included	
	Reference List	
	Complete proposal as requested	
PROPONENT	Qualifications of firm	5
	Experience of firm	5
	Past Performance / References	10
	Resources	5
PROPOSAL	Methodology	10
	Collection Equipment	10
	Scheduling	5
	Level of Effort	5
	Clarity of Proposal	10
	Contamination Reduction Plan & Proponent Actions	20
	Environmental Performance	5
	Customer Service Location	5
PRICE	Points for Price	30

	Evaluation Team Score	125
	Ranking	

Scoring Results:

The average score resulting from the evaluation of the three proponents is as follows:

- | | | |
|----|--|-----|
| 1. | Emterra Environmental (Emterra) | N/A |
| 2. | GFL Green For Life Environmental (GFL) | 102 |
| 3. | Waste Connections of Canada (WCC) | 113 |

As noted above Emterra failed to supply a Worksafe BC registration number, Bond conformation or an implementation schedule.

Contamination Reduction Plan:

The evaluators felt that all of the proposals were lacking detail for implementing Contamination Reduction actions, however Waste Connections referenced successes they have had reducing recycling contamination in the neighbouring Regional District of Nanaimo. This proponent also offered optional pricing for doubling up on collection trucks and staff for an agreed period of time to enable an enhanced enforcement effort. This enhanced enforcement would allow collection personnel additional time to sort, identify, tag and leave all non-compliant materials at the curb, reinforcing the required recycling messages and setting the scene for ongoing curbside contamination reduction efforts. If Council approves awarding the contract to Waste Connections, staff feel confident they can work with them to develop a coordinated approach that will produce the desired results.

Fixed Day Collection:

Each Proponent provided prices for the Fixed Day Schedule option. Each would charge 4% to 6% over the Add-a-Day Schedule cost to cover the costs of deploying staff on statutory holidays. This increase did not alter the ranking of the scores. None of the Proponents recommended implementing this as they felt the current schedule was adequate and changing to fixed day would not improve the level of service provided. In addition, Bings Creek Transfer Station (the CVRD facility where the trucks dispose of the collected materials) is closed on statutory holidays so the trucks would need to sit un-emptied overnight if they collected on holidays. Therefore, maintaining the current Add-a-Day schedule is recommended.

Large Item Collection:

Proponents also provided methodologies and pricing for the optional large item collection service as part of their curbside collection pricing. The price proposed by Emterra (\$3.72 per household) was the lowest however their proposed methodology was to hire a five-tonne truck to accomplish this service. Staff do not feel this is adequate based on the volume of material set out for collection in recent years. The price offered by GFL (\$5.51 per household) was higher than Emterra, and they did recognise the need for a range of vehicles, such as rear loaders and a box truck, to accomplish the service. Waste Connections as the incumbent has the best understanding of what is required to perform the large item collection. They propose to use a front load and a rear load truck over the course of six collection days to collect the

materials, which results in the highest proposed cost of the three (\$7.25 per household). Staff believe the Waste Connections proposal is the most realistic and would result in the least disruption to the Town's residents and street traffic if Council decides to continue with this service. This is not a stand-alone service to be awarded separately, so should Council decide to continue with this service it will form part of the curbside collection contract.

ALTERNATIVES:

Council can choose to:

1. Decline continuation of the annual Large Item Collection as part of the contract services.
2. Approve implementation of a fixed day calendar.

FINANCIAL IMPLICATIONS:

Previously, the collection fee charged to the Town by the contractor included the costs of tipping the waste at the CVRD transfer station (the fee they charged the Town did not change regardless of the weight of the materials collected and tipped). For 2018, this fee was \$12.39 charged on a monthly per household basis. The annual large item collection was also a hidden cost built in to the contractor's curbside collection fee. Under the new contract, the Town takes direct responsibility for paying the CVRD tipping costs, and will pay the contractor for the weekly curbside collection costs. Should Council choose to continue the annual large item collection service, this will be a separate financial charge by the contractor.

Collection Costs:

The monthly per household fee proposed by Waste Connections is \$5.99 for add-a-day collection; less than half the current collection fee which incorporates tipping fees and large item collection costs. Assuming Council stays with the current add-a-day collection schedule, and the number of serviced homes stays stable at around 3,230, the cost for the first year of regular collection service amounts to \$232,172. Requesting the contractor to activate enhanced curbside enforcement for a maximum 60 collection day targeted deployment as part of the Contamination Reduction Plan would cost an estimated \$51,900. If Council chooses to continue with the annual large item collection, this will add \$23,389 to the annual costs. The total amount payable to the contractor for the first year would be \$307,461.

Tipping Fees:

Based on the amount of garbage, food waste and large item waste collected and disposed at the CVRD facility in 2018, the Town can expect to pay \$146,280 in tipping fees for 2020.

Curbside Ambassadors:

With regards the Contamination Reduction Plan, staff have included \$25,236 in the 2020 operating budget to cover the wages for two temporary curbside ambassadors to help promote good waste management and curbside set-out habits. This direct education has proven effective in other municipalities.

Cost Summary

Under the new contract, if awarded to Waste Connections the estimated combined total paid by the Town for the annual collection service and waste tipping will be \$478,977. For comparison, in 2018 the Town paid the current contractor \$483,542 for the collection service (which included tipping fees). Based on this cost comparison it is estimated that the total contract cost for implementation of the new contract will cost the same as 2018.

LEGAL IMPLICATIONS:

As part of the procurement process, in 2018 the Town's legal counsel reviewed the draft RFP and sample Contract. No major corrections were required but both the final RFP and sample Contract were revised and improved as a result of the legal review and the collection service reviews and administration work conducted by Town staff in 2018 and 2019. Staff will request that the Town's Legal counsel assists with executing the final contract.

CITIZEN/PUBLIC RELATIONS IMPLICATIONS:

If Council approves awarding the new contract to Waste Connections there will be minimal disruption to residents. The service remains a manual collection system, and as the incumbent the contractor is very familiar with the Town geography. Implementing the Contamination Reduction Plan may inconvenience some residents at the beginning; however, the intent is to educate and promote good waste management and curbside set-out habits over the longer term.

INTERDEPARTMENTAL INVOLVEMENT/IMPLICATIONS:

Public works staff will have significant involvement in the execution and on-going management of this contract. Corporate and Communications staff will take a lead role in much of the education and promotion, and hiring two temporary seasonal staff to act as curbside ambassadors will involve both HR and Public Works staff

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 type="checkbox"/> Local, Diverse Economy |
| <input checked="" type="checkbox"/> Not Applicable | |

ALIGNMENT WITH STRATEGIC PRIORITIES:

- | | |
|---|---|
| <input type="checkbox"/> Employment & Tax Diversity | <input type="checkbox"/> Natural & Built Infrastructure |
|---|---|

- Watershed Protection & Water Management
- Communications & Engagement

- Partnerships
- Not Applicable

I approve the report and recommendation(s).

Guillermo Ferrero, Chief Administrative Officer

ATTACHMENT(S):

STAFF REPORT TO COUNCIL

Report Prepared By: Geoff Goodall, Director of Infrastructure Services
Meeting Date: October 21, 2019
File No:
RE: GIOVANDO WAY PAVING REQUEST

RECOMMENDATION:

That Council:

1. Direct staff to partner with the developer of 1240 4th Avenue for the construction of approximately 50m of road between the end of the existing road at the west side of Rocky Creek and the boundary of 1240 4th Avenue; .
2. Direct that the Town's portion of the works is limited to paving consisting of 50 mm of asphalt at a width of 7 metres;
3. Direct staff to fund the \$17,000 for the project from the infrastructure reserve; and
4. Amend the 2019 to 2023 Financial Plan accordingly.

EXECUTIVE SUMMARY:

The developer of 1240 4th Avenue has approached the Town about partnering on a 50 metre long portion of Giovando Way. This 50 metre portion of road is between two existing development sites and fronts on a portion of private property that is not being developed.

PREVIOUS COUNCIL DIRECTION:

N/A

INTRODUCTION/BACKGROUND:

Development is currently underway on two development sites, one on 500 Cook Street and the other on 1240 4th Avenue, which fronts on Giovando Way. The 500 Cook street developer is constructing Cooks Street and a portion of Giovando Way to the west side of the Rocky Creek crossing. The 1240 4th Avenue developer is constructing Giovando Way along the entire frontage of the 1240 4th Avenue property. This leaves an approximate 50 metre portion of Giovando Way between the two development projects that will be unconstructed. This portion of the road is fronted on both sides by a private property (533 Cook St).



Normally, street development is completed when fronting properties are developed and costs for these improvements are the responsibility of the developing property. Staff understands that at this point there are no plans for developing 533 Cook Street.

The developer of the 1240 4th Avenue. has approached the Town with a partnering proposal, which would see the developer construct the earthworks associated with this 50m section of road if the Town agreed to pay for the paving.

Completing this portion of road would allow a loop connection for this area so there would be access from both Cloke and 4th Avenue.

The intent of the proposed project will not be to complete this portion of road to existing Town standards, but to provide an alternative paved access. The construction of this portion of road to the ultimate Town standard will wait until the fronting property is developed.

ALTERNATIVES:

Council can:

1. Choose not to partner with the developer and wait for the fronting property to develop.
2. Propose an alternative construction agreement.

FINANCIAL IMPLICATIONS:

The cost to complete this work is estimated at \$17,000 and this funding is proposed to be allocated from the infrastructure reserve.

LEGAL IMPLICATIONS:

Staff have not identified any legal implications.

CITIZEN/PUBLIC RELATIONS IMPLICATIONS:

Staff believe that completing this access will be welcomed by local residents as it will provide alternative access for both emergency vehicles and local residents.

INTERDEPARTMENTAL INVOLVEMENT/IMPLICATIONS:

The Town’s Engineer will oversee this project.

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 type="checkbox"/> Local, Diverse Economy |
| <input checked="" 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 type="checkbox"/> Partnerships |
| <input type="checkbox"/> Communications & Engagement | <input checked="" type="checkbox"/> Not Applicable |

I approve the report and recommendation(s):

Guillermo Ferrero, Chief Administrative Officer

STAFF REPORT TO COUNCIL

Report Prepared By: Geoff Goodall, Director of Infrastructure Services
Meeting Date: October 21, 2019
File No:
RE: **LOCUST TREE REMOVAL**

RECOMMENDATION:

That Council:

1. Direct staff to remove all locust trees located within the Town’s boulevards including removal of stumps at a cost of \$25,730 and replace them with dwarf ornamental pear trees;
2. Confirm that funding for this project be allocated with \$17,330 to come from prior year surplus and the remainder to be absorbed in the parks operations budget; and
3. Amend the 2019-2023 Financial Plan accordingly.

EXECUTIVE SUMMARY:

Both Staff and Council have received complaints regarding locust trees planted in Town boulevards. The trees have aggressive root systems that can distress infrastructure. Staff is recommending that these trees be removed and replaced with more suitable street trees at a total cost of \$25,730. Staff have received approval for a BC Hydro grant that will provide up to \$4,000 for this project.

PREVIOUS COUNCIL DIRECTION

Resolution	MeetingDate	ResolutionDetails
CS 2019-271	08/19/2019	That Council refer the issue of the invasive black locust trees on Fourmeaux Crescent and Halliday Place to staff to prepare a report for the first Council meeting in October regarding the cost of removing these trees.

INTRODUCTION/BACKGROUND:

On August 19, 2019 Council received a delegation from local citizens regarding Locust trees located in front of residences on the town’s boulevards. In addition to the delegation staff in the past few years has received numerous public complaints about these trees. Locust trees



had been a popular street tree for municipalities in the past due to their growth and hardiness. Unfortunately the trees also have an aggressive root system that spreads quickly and produces ground shoots, this tendency becomes more prevalent if the trees receive heavy pruning. The root system can negatively impact infrastructure, including sidewalks, driveways and buried utilities.

Staff have conducted a review of the locust trees located within Town boulevards and has determined that there are 40 existing trees in the following locations.

- 5 trees Douglas street
- 10 trees Sterling
- 3 trees Selinger
- 1 tree Steel
- 1 tree Stevens
- 2 trees Shert
- 5 trees Fourmeaux
- 10 trees Halliday
- 3 trees walker

Due to the ongoing issue with this particular species of tree, staff is recommending the removal of all locust trees located within Town boulevards, including the removal of the stumps. Staff estimates that the cost to complete this work will be approximately \$14,570. Although the tree and stump will be removed, it is anticipated that the root system may continue to sprout ground shoots for a number of years; this will require staff spraying with Glyphosate. The cost to complete this ongoing maintenance is not included in the costs.

To be consistent with the existing street tree practice staff is also recommending that the removed trees be replaced with new trees, which will cost an additional \$11,560.

In January of 2019 based on complaints from residents and ongoing issue with trees on Fourmeaux Road and Halliday Place, staff made application to BC Hydro's Tree Canada program for funding to replace 20 trees on these two streets. The trees on these streets were all of the Locust variety and 5 of the 15 had either died or been cut down by residents. The application indicated that the trees would be replaced with *Styrax Japonicus* Snowcone trees, since the time of the application staff have indicated that these trees are now difficult to obtain and it is proposed that ornamental pear trees will be utilized. Staff have confirmed that BChydro is agreeable to the species change. In April of 2019 staff received confirmation from BChydro that a \$4,000 had been approved for this project.

ALTERNATIVES:

Council can choose:

1. Not to remove all the trees and deal with issues on a site by site basis as complaints are received.
2. Not replace the trees with new trees.

FINANCIAL IMPLICATIONS;

The cost of the project is \$25,730:

Tree Removal:

Parks Staff Wages, benefits & use of equipment	\$3,000
Tree Service	2,400
Stump remove, grinding & disposal	7,370
Ground maintenance	1,400

Tree Replacement:

Parks Staff Wages, benefits & use of equipment	\$3,000
Purchase of new trees & materials	8,560

Part of the above cost can be absorbed within the current Parks operations budget. The remaining funding could be funded from prior year surplus.

LEGAL IMPLICATIONS;

N/A

CITIZEN/PUBLIC RELATIONS IMPLICATIONS:

The owners of properties adjoining Town boulevards planted with locust trees have requested that these trees be removed as their root systems are invasive and they drop leaves and sap on cars and property.

INTERDEPARTMENTAL INVOLVEMENT/IMPLICATIONS:

N/A

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 type="checkbox"/> Local, Diverse Economy |
| <input checked="" 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 type="checkbox"/> Partnerships |
| <input type="checkbox"/> Communications & Engagement | <input checked="" type="checkbox"/> Not Applicable |

I approve the report and recommendation(s).

Guillermo Ferrero, Chief Administrative Officer

TOWN OF LADYSMITH
BYLAW NO. 2016

**A Bylaw to Amend the
Revitalization Tax Exemption – Economic Program Bylaw 2012, No.1807**

WHEREAS Council may, by bylaw, establish a revitalization tax exemption program;

AND WHEREAS under the provisions of the Town of Ladysmith Revitalization Tax Exemption – Economic Revitalization Bylaw 2012, No. 1807, Council established a revitalization tax exemption for economic revitalization in order to encourage the commercial and industrial redevelopment of those areas, identified in Schedule “A” to the Bylaw, which are experiencing challenges in attracting and retaining investment;

AND WHEREAS the objectives of the program established by the Town of Ladysmith Revitalization Tax Exemption – Economic Revitalization Bylaw 2012, No. 1807 are:

- To stimulate construction and alteration of buildings within Ladysmith; and
- To encourage new business investment in commercial and industrial used lands and, in turn, encourage new employment; and
- To promote a higher standard of urban design within business areas and employment areas in order to increase the attractiveness of these locations; and
- Generally reinforce the Town’s commitment to economic revitalization.

AND WHEREAS Council considers that an amendment to Town of Ladysmith Revitalization Tax Exemption – Economic Revitalization Bylaw 2012, No. 1807 is necessary in order to better accomplish the objectives of the revitalization tax exemption program;

AND WHEREAS Council has considered this bylaw in conjunction with the objectives and policies set out under section 165 (3.1)(c) of the *Community Charter* in the Town’s financial plan.

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

1. Town of Ladysmith Revitalization Tax Exemption – Economic Revitalization Bylaw 2012, No. 1807 is amended in section 5 by adding the word “maximum” in the first line immediately before the words “amount of the annual Tax Exemption”.
2. Town of Ladysmith Revitalization Tax Exemption – Economic Revitalization Bylaw 2012, No. 1807 is amended by repealing sections 7 to 9 and substituting the following:

“7. Council may provide a Tax Exemption under this Bylaw to an owner of eligible lands where:

- a) The Parcel is the subject of a building permit for construction of a new building or improvement or alteration of an existing building or improvement having a project value, as determined by the building inspector, of \$200,000 (two hundred thousand dollars) or greater for the portion that is deemed the eligible Project;
- b) The Project is for a use that:
 - i. is one of the uses permitted in the applicable zone for the Parcel, as set out in the Town of Ladysmith Zoning Bylaw as amended from time to time;
 - ii. is consistent with the future land use designation for the Parcel, as set out in the Official Community Plan Bylaw as amended from time to time; and
 - iii. meets all other applicable Town policies and bylaws;
- c) The owner of the Parcel enters into a Revitalization Tax Agreement with the Town substantially in the form attached to this Bylaw as Schedule “B”; and

d) The building permit was issued after July 1, 2019, and the Occupancy Permit is issued within two (2) years following the issuance of the building permit.

8. This Bylaw does not apply to:

- a) a Parcel currently subject to another tax exemption from the Town; and
- b) a Parcel in respect of which there are property taxes in arrears.

9. The maximum term of a Tax Exemption shall be:

- a) five (5) years for Projects valued greater than \$200,000 (two hundred thousand dollars) and less than \$2,500,000 (two million five hundred thousand dollars), at 100% of the maximum tax exemption calculated under Section 5; and
- b) ten (10) years for Projects valued greater than \$2,500,000 (two million five hundred thousand dollars) as follows:
 - i. Years 1 through 5 at 100% of the maximum tax exemption calculated under Section 5;
 - ii. Year 6 at 90% of the maximum tax exemption calculated under Section 5;
 - iii. Year 7 at 80% of the maximum tax exemption calculated under Section 5;
 - iv. Year 8 at 70% of the maximum tax exemption calculated under Section 5;
 - v. Year 9 at 60% of the maximum tax exemption calculated under Section 5; and
 - vi. Year 10 at 50% of the maximum tax exemption calculated under Section 5.

3. Schedule “B” and Schedule “C” to the Town of Ladysmith Revitalization Tax Exemption – Economic Revitalization Bylaw 2012, No. 1807 are repealed and the attached form of Revitalization Tax Exemption and Revitalization Tax Exemption Certificate are substituted in their place.

4. This Bylaw may be cited for all purposes as “Town of Ladysmith Revitalization Tax Exemption – Economic Revitalization Bylaw 2012, No 1807, Amendment Bylaw 2019, No 2016”.

READ A FIRST TIME on the _____ day of _____

READ A SECOND TIME on the _____ day of _____

READ A THIRD TIME on the _____ day of _____

ADOPTED on the _____ day of _____

Mayor (A. Stone)

Corporate Officer (J. Winter)

Schedule "B"
Revitalization Tax Exemption - Economic Agreement

THIS AGREEMENT dated for reference the ____ day of _____, 20____ is

BETWEEN:

(the "Property Owner")

AND:

TOWN OF LADYSMITH
410 Esplanade, PO Box 220
Ladysmith, BC
V9G 1A2

(the "Town")

GIVEN THAT:

- A. The Property Owner is the registered owner in fee simple of lands in the Town of Ladysmith at [*civic address*] legally described as [*legal description*] (the "Property");
- B. Council has established a revitalization tax exemption program under the Town of Ladysmith Revitalization Tax Exemption – Economic Revitalization Bylaw 2012 No. 1807, as amended (the "Bylaw"), under which the Property is included within the revitalization area; and
- C. This Agreement contains the terms and conditions respecting the granting of a municipal property tax exemption under the Bylaw;

THIS AGREEMENT is evidence that in consideration of the promises exchanged below, the Property Owner and the Town covenant and agree each with the other as follows:

1. In this Agreement, the following words have the following meanings:

"Assessed Value" means the most recent assessed value of the Parcel for land and improvement as determined by the BC Assessment Authority

“Baseline Assessment”	means the last published assessed value of the Parcel for land and improvements prepared by the BC Assessment Authority immediately before the commencement of the Project;
“Bylaw”	means Town of Ladysmith Revitalization Tax Exemption – Economic Revitalization Bylaw 2012 No. 1807, , as amended.
“Commercial and Industrial Use”	means Parcel assessed as Class 4, 5 or 6 and located within the Revitalization Area;
“Council”	means the council of the Town of Ladysmith;
“Property”	means the lands legally described as <hr/> ;
“Project”	means an eligible revitalization Project on the Property involving the construction or an alteration of an existing improvement;
“Revitalization Area”	means a Parcel which is currently within a land use designation as indicated on Schedule “A”
“Tax Exemption”	means a municipal revitalization tax exemption pursuant to a Tax Exemption Certificate;
“Tax Exemption Certificate”	means a revitalization tax exemption certificate issued by the Town pursuant to this Bylaw and pursuant to the provisions of Section 226 of the Community Charter, in the form attached as Schedule “C”, which is attached to and forms part of the Bylaw.

1. **The Project** – The Property Owner will use its best efforts to ensure that the Project is constructed, maintained, operated and used in a fashion that will be consistent with and will foster the objectives of the revitalization tax exemption program, and, without limiting the generality of the foregoing, the Property Owner covenants to use its best efforts to ensure that the Project will:
 - (a)
 - (b)
 - (c)
2. **Operation and Maintenance of Project** – Throughout the term of the Tax Exemption the

Property Owner must operate, repair and maintain the Project and will keep the Project in a state of good repair as a prudent owner would do.

3. **Revitalization Tax Exemption** – Subject to fulfillment of the conditions set out in this Agreement and in the Bylaw, the Town will issue a revitalization tax exemption certificate (the "Certificate") to the Property Owner entitling the Property Owner to a property tax exemption in respect of the Property (the "Tax Exemption") in an amount and for the calendar years set out in this Agreement. The Certificate will be in the form attached to this Agreement as Schedule "B".
4. **Conditions** – The following conditions must be fulfilled before the Town will issue a Tax Exemption Certificate to the Property Owner:
 - (a) The owner must obtain a building permit from the Town for the project on or before _____, 20____, and begin construction within one year on or before _____, 20____;
 - (b) The Property Owner must provide the Town with a certificate from the Property Owner's design professional (if applicable), in form and content satisfactory to the Town's Director of Financial Services, certifying the actual cost to construct the completed Project.
 - (c) All property taxes, business licenses, and user fees must be paid in full throughout the term of the Agreement.
 - (d) The Property Owner must complete or cause to be completed construction of the Project in a good and workmanlike fashion and in strict accordance with the building permit and the plans and specifications attached hereto as Schedule "B" and the Project must be inspected by the Town building inspector and certified complete on or before _____, 20____;
 - (e) The completed Project must substantially satisfy the performance criteria set out in Schedule "C" hereto, as determined by the Town's Director of Development Services and Building Inspector;
 - (f) Variations from the original construction plan, Bylaw infractions or poor quality work may result in rescinding of the tax exemption approval;
 - (g) Any changes or upgrades made to the structure of the building due to the improvements must comply with all applicable bylaws;
5. **Calculation of Revitalization Tax Exemption** – the amount of the Tax Exemption shall be:
 - (a) during the taxation years _____ to _____, shall be equal to that part of the municipal portion of property taxes on that part of Assessed Value calculated by

deducting the Baseline Assessment from the current Assessed Value and multiplying the difference by the current municipal tax rate;

- (b) if the Project is valued greater than \$2,500,000:
 - (i) for the taxation year 20__, 90% of the tax exemption provided under section 5(a);
 - (ii) for the taxation year 20__, 80% of the tax exemption provided under section 5(a);
 - (iii) for the taxation year 20__, 70% of the tax exemption provided under section 5(a);
 - (iv) for the taxation year 20__, 60% of the tax exemption provided under section 5(a); and
 - (v) for the taxation year 20__, 50% of the tax exemption provided under section 5(a).
- 6. **Term of Revitalization Tax Exemption** – provided the requirements of this Agreement, and of the Bylaw are met, the Tax Exemption shall be for the taxation years _____ to _____, inclusive for a maximum of 5 years for Projects valued less than \$2,500,000 or a maximum of 10 years for Projects valued greater than \$2,500,000. If the Certificate is issued before October 30th of the current year, then the Tax Exemption will be available for the following calendar year.
- 7. **Compliance with Laws** – The Property Owner will construct the Project and, at all times during the term of the Tax Exemption, use and occupy the Property and the Project in compliance with all statutes, laws, regulations and orders of any authority having jurisdiction and, without limiting the generality of the foregoing, all federal, provincial, or municipal laws or statutes or bylaws, including all the rules, regulations, or the like made under or pursuant to any such laws.
- 8. **Effect of Strata Property Act Subdivision** – If the Property Owner subdivides the Parcel under the Strata Property Act the Tax Exemption shall be prorated among the strata lots in accordance with the unit entitlement of each strata lot for:
 - (a) The current and each subsequent tax year during the currency of this Agreement if the strata plan is accepted for registration at the Land Title Office before May 1; or
 - (b) For the next calendar year and each subsequent tax year during the currency of this Agreement if the strata plan is accepted for registration at the Land Title Office after May 1.

9. **Representations and Warranties** – The Owner represents and warrants to the Town that the Owner is the Owner of the Parcel for the purpose of property assessment and taxation.
10. **Cancellation** – The Town may in its discretion cancel the Certificate at any time:
 - (a) On the written request of the Property Owner; or
 - (b) Effective immediately upon delivery of a notice of cancellation to the Property Owner if at any time any of the conditions in the Exemption Certificate or the Exemption Agreement are not met.
11. **Repayment of Exempt Taxes** - During the term of the Bylaw, the tax exemption amount received by the owner must be repaid to the Town if the building is destroyed or altered without proper authorization from the Town (other than by a natural disaster) or if the use of the building on the Property is discontinued for a period of more than three (3) months. In either of these circumstances, the exemption certificate will be cancelled. If such cancellation occurs, the owner of the property for which the certificate was issued will remit to the Town an amount equal to the total value of the current year exemption received under this Agreement within 30 days of cancellation. If the amount is not paid within that 30 day period, any amount unpaid will bear interest at a rate of 1.0% per month, compounded annually.
12. **No Refund** – For greater certainty, under no circumstances will the Property Owner be entitled under or pursuant to this Agreement or under or pursuant to the revitalization tax exemption program to any cash credit, any carry forward tax exemption credit or any refund for any property taxes paid.
13. **Notices.** Any notice or other writing required or permitted to be given hereunder or for the purposes hereof to any party shall be sufficiently given if delivered by hand or posted on the Property, or if sent by prepaid registered mail (Express Post) or if transmitted by facsimile to such party:
 - (i) in the case of a notice to the Town, at:

THE TOWN OF LADYSMITH
410 Esplanade, PO Box 220
Ladysmith, BC V9G 1A2

Attention: Director of Financial Services
Facsimile: 250-245-6411
 - (ii) in the case of a notice to the Property Owner, at:

Attention:
Facsimile:

or at such other address or addresses as the party to whom such notice or other writing is to be given shall have last notified the party giving the same in the manner provided in this section.

Any notice or other writing sent in compliance with this section shall be deemed to have been given and received on the day it is given unless that day is not a Business Day, in which case the notice shall be deemed to have been given and received on the next day that is a Business Day. In this section, "Business Day" means any day other than Saturday, Sunday, any statutory holiday in the Province of British Columbia or any day on which banks generally are not open for business in Ladysmith, British Columbia.

14. **No Assignment** – The Property Owner may not assign its interest in this Agreement except to a subsequent owner in fee simple of the Property.
15. **Severance** - If any portion of this Agreement is held invalid by a court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of this Agreement.
16. **Interpretation** - Wherever the singular or masculine is used in this Agreement, the same shall be construed as meaning the plural, the feminine or body corporate where the context or the parties thereto so required.
17. **Further Assurances** - The parties hereto shall execute and do all such further deeds, acts, things and assurances that may be reasonably required to carry out the intent of this Agreement.
18. **Waiver** - Waiver by the Town of a default by the Property Owner shall be in writing and shall not be deemed to be a waiver of any subsequent or other default.
19. **Powers Preserved** - This Agreement does not
 - (a) affect or limit the discretion, rights or powers of the Town under any enactment (as defined in the Interpretation Act, R.S.B.C. 1979, c.206, on the reference date of this Agreement) or at common law, including in relation to the use or subdivision of the Land;
 - (b) affect or limit any enactment relating to the use or subdivision of the Property, or
 - (c) relieve the Property Owner from complying with any enactment, including in relation to the use or subdivision of the Property, and without limitation shall not confer directly or indirectly any exemption or right of set-off from development cost charges, connection charges application fees, user fees or other rates, levies and charges payable under any Bylaw of the Town.
20. **References** - Every reference to each party is deemed to include the heirs, executors,

administrators, personal representatives, successors, assigns, servants, employees, agents, contractors, officers, licensees and invitees of such party, wherever the context so requires or allows.

21. **Enurement** - This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

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

Signed, Sealed and Delivered by the
TOWN OF LADYSMITH by its
authorized signatories:

Mayor:

Corporate Officer:

Signed, Sealed and Delivered by
by its authorized signatories:

Name:

Name:

Appendix "A"
(Forms Part of Schedule B)
Map of Affected Parcel

Appendix "B"
(Forms Part of Schedule B)
Plans and Specifications for the Project

Appendix "C"
(Forms Part of Schedule B)
Performance Criteria for the Project

Schedule "C"
Revitalization Tax Exemption Certificate

Section 226 of the *Community Charter*, SBC 2003, c. 26

In accordance with the Town of Ladysmith Revitalization Tax Exemption Bylaw No. 1807, as amended (the "Bylaw"), and in accordance with the Revitalization Tax Exemption Agreement dated for reference the ___ day of _____, 20___ (the "Agreement") entered into between the Town of Ladysmith (the "Town") and

_____ (the "Owner"), the registered owner(s) of the property described below, this certificate certifies that the Property (as defined below) is subject to a revitalization tax exemption in an amount equal to:

1. For each of the taxation years 20__ to and including 20__, the municipal portion of property taxes imposed under section 197(1)(a) of the *Community Charter* on that part of the Assessed Value (as defined in the Bylaw) calculated by deducting the Baseline Assessment (as defined in the Bylaw) from the current Assessed Value and multiplying the difference by the current municipal tax rate;
2. For the taxation year 20__, 90% of the tax exemption provided under section 1 of this Certificate;
3. For the taxation year 20__, 80% of the tax exemption provided under section 1 of this Certificate;
4. For the taxation year 20__, 70% of the tax exemption provided under section 1 of this Certificate of this Certificate;
5. For the taxation year 20__, 60% of the tax exemption provided under section 1 of this Certificate;
6. For the taxation year 20__, 50% of the tax exemption provided under section 1 of this Certificate.

(the "Tax Exemption").

The Property to which the Tax Exemption applies is in the Town of Ladysmith and is legally

described as: _____,

CIVIC ADDRESS: _____

PID _____

The Tax Exemption is provided on the following conditions:

1. the Owner does not breach any covenant or condition in the Agreement and performs all obligations to be performed by the Owner set out in the Agreement and Bylaw; and
2. the Owner has not sold all or any portion of his or her equitable or legal fee simple interest in the Property without the transferee taking an assignment of the Agreement, and agreeing to be bound by it; and
3. the Owner, or a successor in title to the Owner, has not allowed the property taxes for the Property to go into arrears or to become delinquent; and
4. the Property is not put to any use that is not permitted.

If any of these conditions are not met, then the Council of the Town of Ladysmith may cancel this Revitalization Tax Exemption Certificate. If such cancellation occurs, the Owner of the Property will remit to the Town an amount equal to the total value of the current year exemption received under this Certificate within 30 days of cancellation. If the amount is not paid within that 30 day period, any amount unpaid will bear interest at a rate of 1.0% per month, compounded annually.

TOWN OF LADYSMITH

BYLAW NO. 2017

A bylaw to exempt from taxation certain lands and buildings for the year 2020.

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

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

Part 1 – Church Properties Tax Exemption

All church halls and lands within the legal boundaries of those properties listed under Part 1 of Schedule ‘A’ are hereby exempted from taxation for the year 2020.

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

All lands and improvements within the legal boundaries of those properties listed under and to the extent described Part 2 of Schedule ‘A’ are hereby exempted from taxation for the year 2020.

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

Citation

This bylaw may be cited as "2020 Permissive Tax Exemptions Bylaw 2019, No. 2017."

READ A FIRST TIME on the	16 th	day of	September,	2019
READ A SECOND TIME on the	16 th	day of	September,	2019
READ A THIRD TIME on the	16 th	day of	September,	2019
ADOPTED on the		day of		

Mayor (A. Stone)

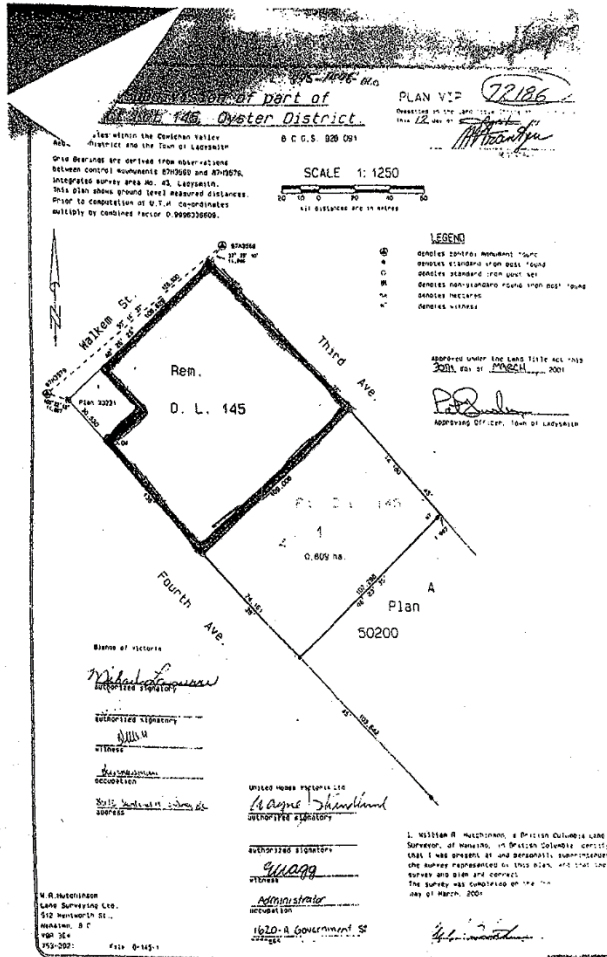
Corporate Officer (J. Winter)

This is Schedule "A" attached to and forming part of
2020 Permissive Tax Exemption Bylaw 2019, No.2017

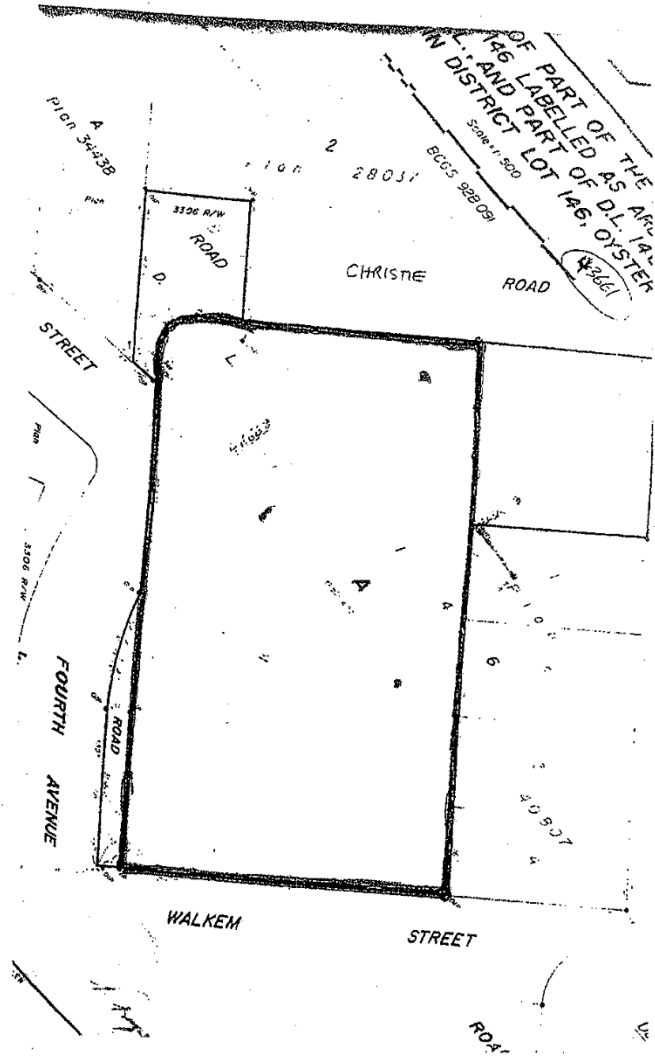
Part 1 224.2 (f) Building for Public Worship		
Organization	Address	Legal Description
United Church of Canada	232 High Street	Lot A, Plan VIP63119, District Lot 56, Oyster Land District
Ladysmith Fellowship Baptist Church	381 Davis Rd	Lot 1, Plan VIP43316, District Lot 43, Oyster Land District, Except Plan VIP66137
St. Mary's Catholic Church	1135 4th Ave	District Lot 145, Oyster Land District, Except Plan 33231 & VIP72186 (Specifically the area of land and buildings outlined in bold on Schedule 'B')
Pentecostal Assemblies of Canada	1149 4th Ave	Lot A, Plan VIP46331, District Lot 146, Oyster Land District (Specifically the area of land and buildings outlined in red on Schedule 'C')
Part 2 224.2 (a) Non-Profit		
Organization	Address	Legal Description
Ladysmith & District Historical Society	721 1st Ave	Lot 11, Block 7, Plan VIP703, Oyster Land District
Canadian Legion Branch #171	621 1st Ave	Lot A, Block 8, Plan VIP703, District Lot 56, Oyster Land District, Portion (DD 65840N), Except Plan SLY 64 FT (Except The Section Outline In Bold On Schedule 'D')
Ladysmith Health Care Auxiliary	910 1st Ave	Block 30, Plan 703A, District Lot 24 (Being a consolidation of lots 1 and 2, see CA7428266), Oyster Land District.
Ladysmith Resources Centre Association	314 Buller St	Lot A, Block 76, Plan VIP703a, District Lot 56, Oyster Land District, Portion (Dd 392367)
Ladysmith Golf Club Society	380 Davis Rd	District Lot 43, Oyster Land District, Except Plan 2478 4670 5873 7527 8922 12027 14051 15693 835r 34197 48247 & VIP57353, Exc E&N Rly R/W Pcl A (Dd 24403n) Pcl C (Dd 34443j), VIP65242
Ladysmith & District Historical Society	614 Oyster Bay Dr	Lot 4, Plan VIP45800, District Lot 8G,11G,24,56, Oyster Land District, Except Plan VIP64405 VIP71943 VIP72131 (PARENT FOLIO 445-1109-300) (Shown In Schedule E)
Ladysmith Maritime Society	616 Oyster Bay Dr	Lot 4, Plan VIP45800, District Lot 8G,11G,24,56, Oyster Land District, Except Plan VIP64405 VIP71943 VIP72131, That Part Included In Lease From Town Of Ladysmith - Car Shop (Parent Folio 445-1109-300)
Ladysmith Maritime Society	Unit C, I & M - 610 Oyster Bay Dr	Lot 4, Plan VIP45800, District Lot 85, 11G, 24, 56, Oyster Land District, Except Plan VIP64405 VIP71943, That Part Included In Lease From Town Of Ladysmith Unit C, I & M Ladysmith Maritime Society
Ladysmith & District Historical Society	612 Oyster Bay Dr	Lot 4, Plan VIP45800, District Lot 8G,11G,24,56, Oyster Land District, Except Plan VIP64405 VIP71943 VIP72131, That Part Included In Lease From Town Of Ladysmith
Arts Council of Ladysmith & District	Units J, K & L - 610 Oyster Bay Rd	Lot 4, Plan VIP45800, District Lot 8G,11G,24,56, Oyster Land District, Except Plan VIP64405 VIP71943 VIP72131, That Part Included In Lease From Town Of Ladysmith Unit J & K
Eco-Tourism Building	200 Capt Dekonick Way	Plan VIP66352, District Lot 56, Oyster Land District (Specifically The Area Of Land And Buildings Outline In Bold On Schedule 'F')
Ladysmith Senior Citizens Housing Society	207 Jamison Rd	Lot 1, Plan VIP21490, District Lot 56, Oyster Land District (Specifically The Area Of Land Surrounding The Building Footprint As Shown On Schedule G)
Ladysmith Senior Citizens Housing	101 1st Ave	Lot 1, Plan VIP31443, District Lot 56, Oyster Land

Society		District
Ladysmith & District Historical Society	1115A - 1st Ave	Strata Lot 1, Plan VIS5873, District Lot 118, Oyster Land District, Together With An Interest In The Common Property In Proportion To The Unit Entitlement Of The Strata Lot As Shown On Form 1 Or V, As Appropriate
Ladysmith Festival of Lights	1163 4th Ave	Lot A, Plan VIP34438, District Lot 146, Oyster Land District, Portion Part Of Fourth Ave
Ladysmith Maritime Society	611 Oyster Bay Dr	Block C, District Lot 2016, Cowichan Land District, Foreshore Lease For Commercial Marina Purposes; That Part Included In Area Leased From Town Of Ladysmith, Lease/Permit/Licence # 106431 (Shown in bold on Schedule 'H', Including The Insert For The Visitors Centre)

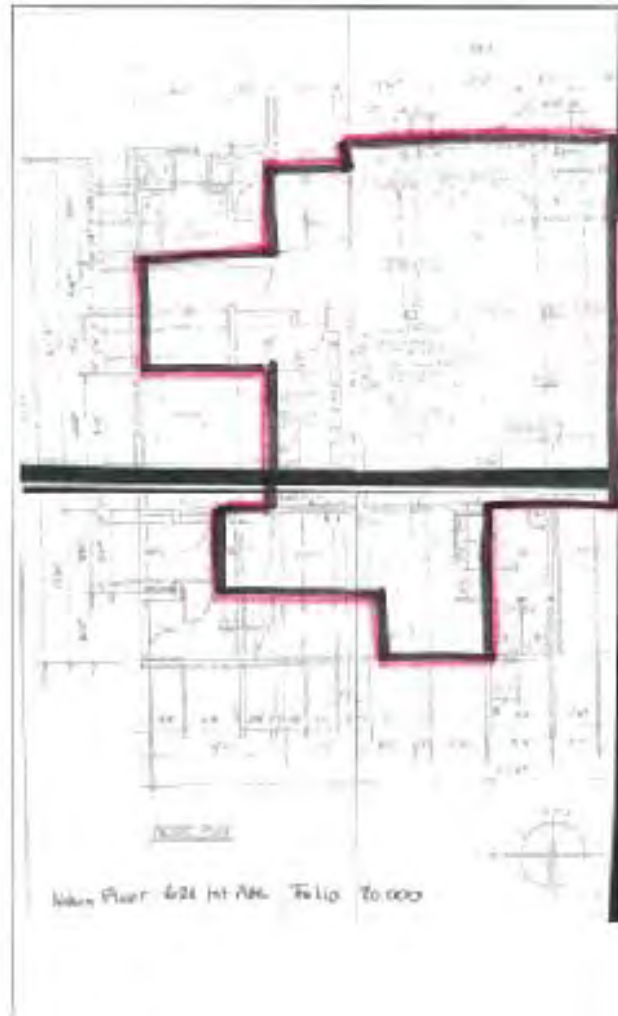
This is Schedule "B" attached to and forming part of
2020 Permissive Tax Exemption Bylaw 2019, No.2017



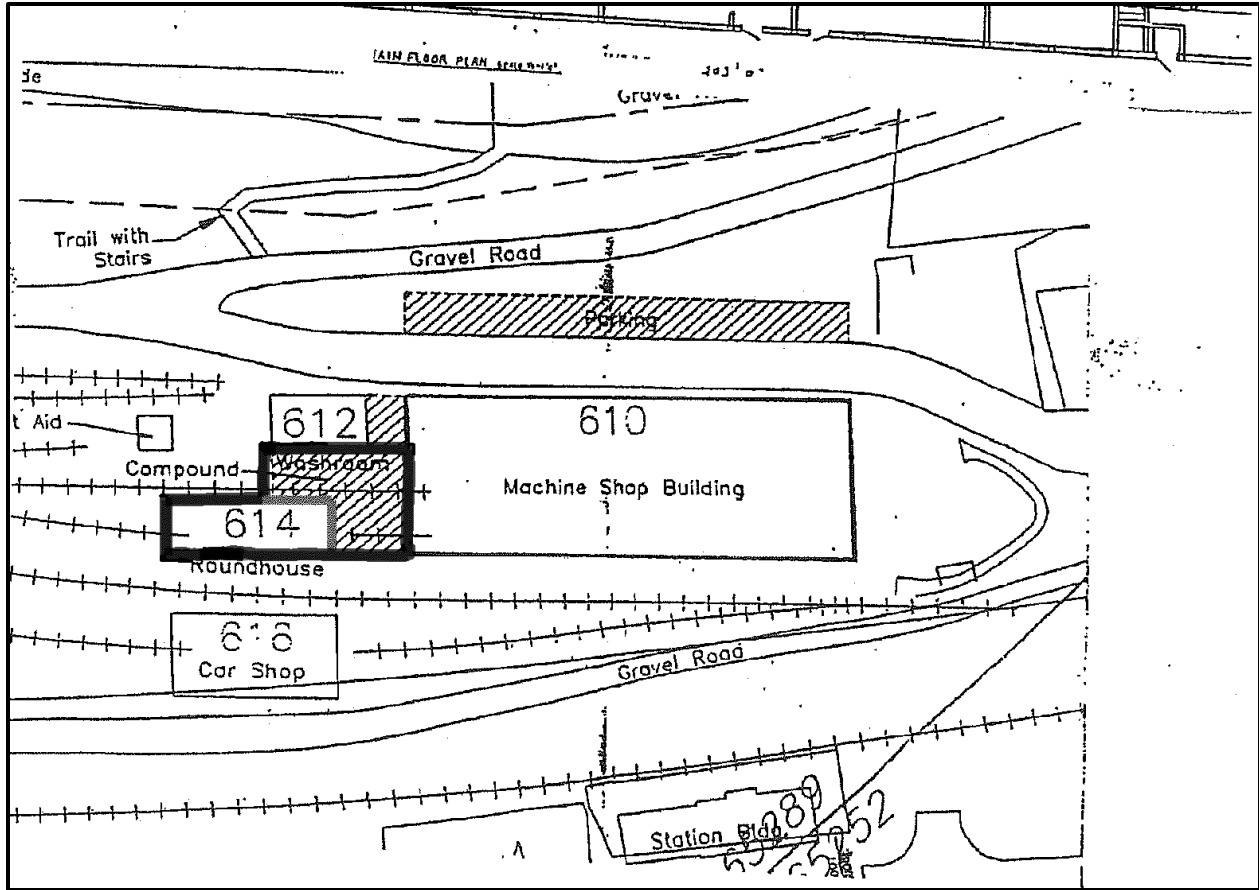
This is Schedule "C" attached to and forming part of
2020 Permissive Tax Exemption Bylaw 2019, No.2017



This is Schedule "D" attached to and forming part of
2020 Permissive Tax Exemption Bylaw 2019, No.2017

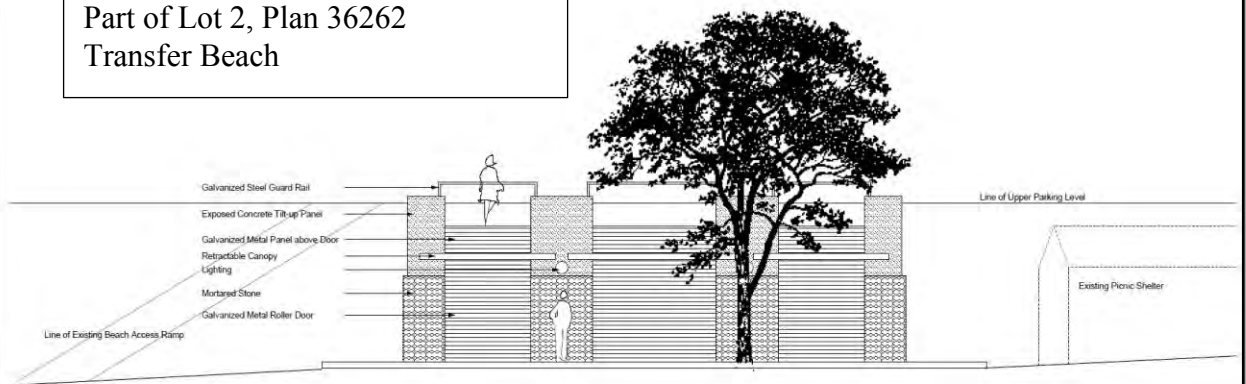


This is Schedule "E" attached to and forming part of
2020 Permissive Tax Exemption Bylaw 2019, No.2017



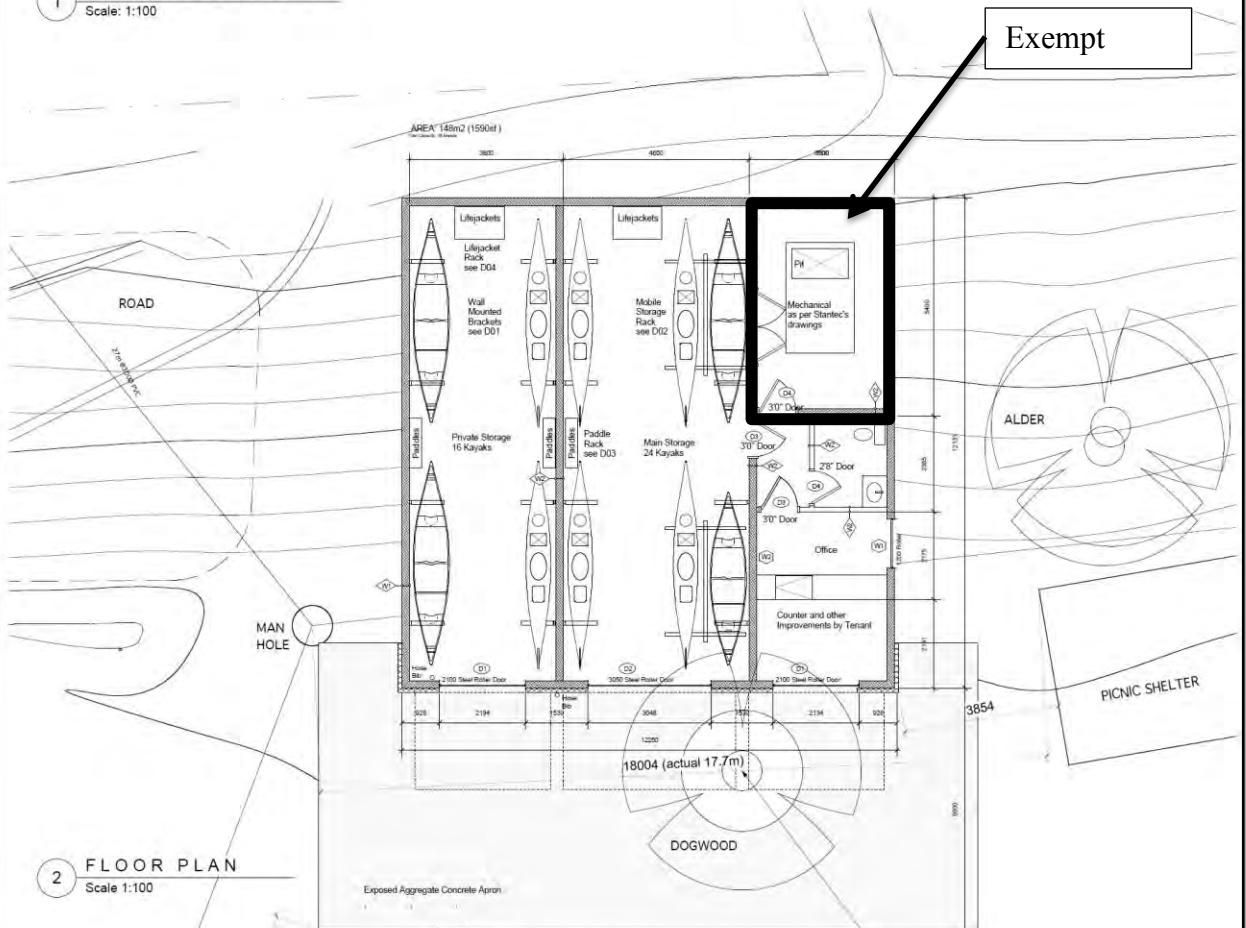
This is Schedule "F" attached to and forming part of
2020 Permissive Tax Exemption Bylaw 2019, No.2017

Part of Lot 2, Plan 36262
Transfer Beach



1 FRONT ELEVATION
Scale: 1:100

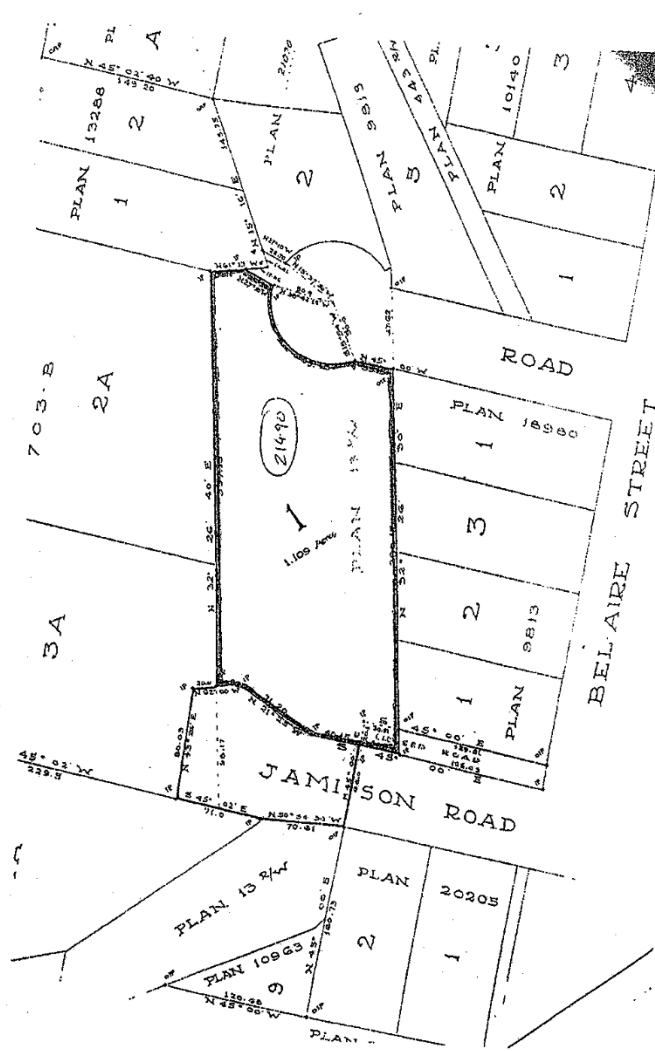
Exempt



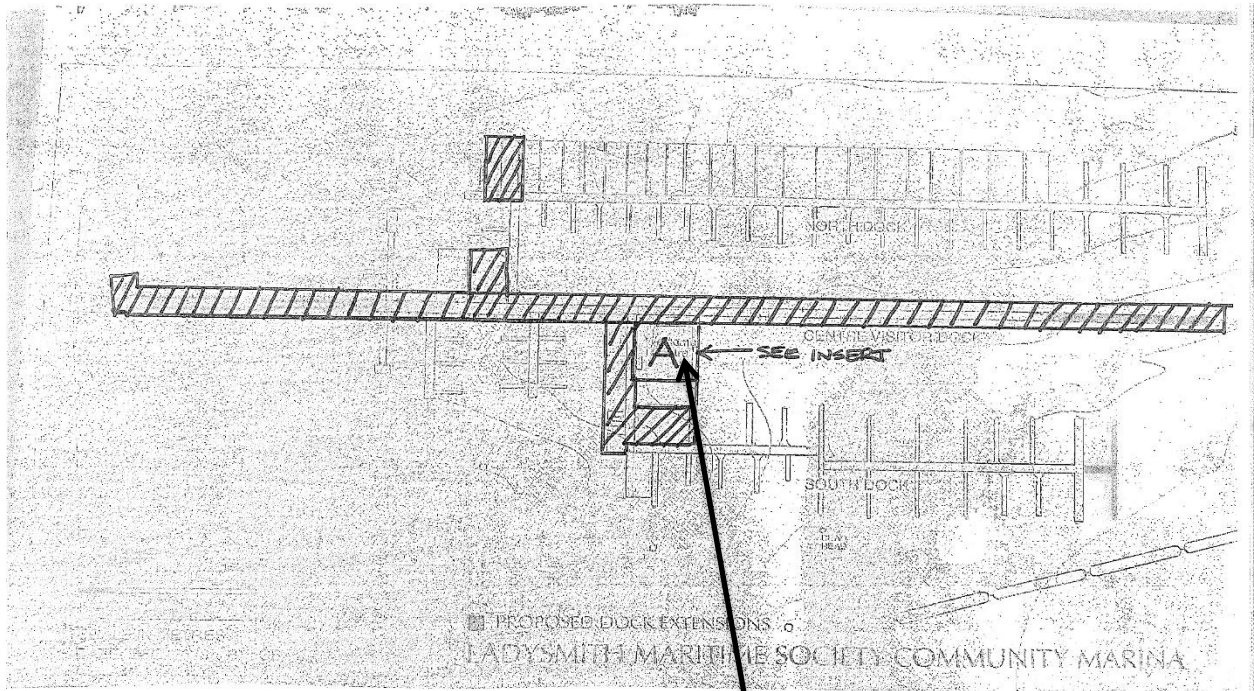
2 FLOOR PLAN
Scale 1:100

D'AMBROSIO ARCHITECTURE INC.		Sheet Title	
103 1000 2000 3000 4000 5000 6000 7000 8000 9000 10000	LADYSMITH KAYAK FACILITY	Scale	1:100
101 250 500 750 1000 1250 1500 1750 2000 2250 2500 2750 3000 3250 3500 3750 4000 4250 4500 4750 5000	Transfer Beach, Ladysmith	Author	EDS
102 1000 2000 3000 4000 5000 6000 7000 8000 9000 10000		Check	EDS
103 1000 2000 3000 4000 5000 6000 7000 8000 9000 10000		Drawn	EDS
104 1000 2000 3000 4000 5000 6000 7000 8000 9000 10000		Project No.	2430
105 1000 2000 3000 4000 5000 6000 7000 8000 9000 10000		Drawing File	2430_LG_Kayak
106 1000 2000 3000 4000 5000 6000 7000 8000 9000 10000		Scale	A1

This is Schedule "G" attached to and forming part of
2020 Permissive Tax Exemption Bylaw 2019, No.2017

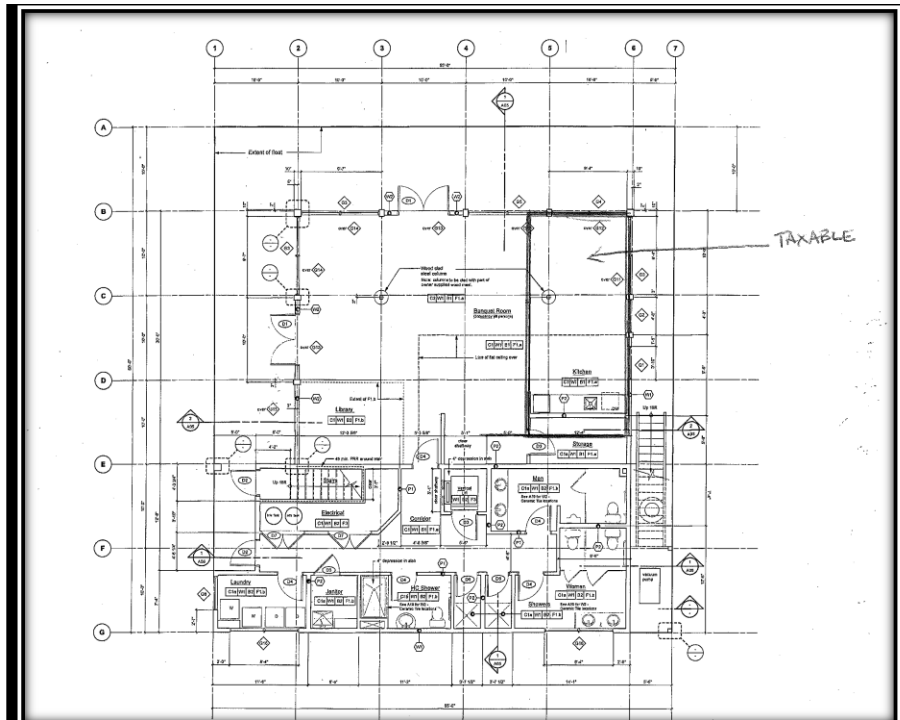


This is Schedule "H" attached to and forming part of
2020 Permissive Tax Exemption Bylaw 2019, No.2017



Insert:

See insert below





Lacey McRae Williams
Thoughtful Place Design
43-512 Jim Cram Drive
Ladysmith, BC V9G 0B1
www.thoughtfulplacedesign.com

To: Town of Ladysmith Mayor and Council
410 Esplanade Avenue
Ladysmith, BC V9G 1A2

Re: Sponsorship Request for Artist Prizes for Temporary **Art & Light Installation “Well Lit”**,
49th Parallel Grocery Window Displays on First Avenue

October 14, 2019

Dear Mayor and Council;

I am writing to inform you of a community arts project that is underway in Ladysmith. Peter Richmond, owner and operator of 49th Parallel Grocery and I have teamed up to create three artist calls for **Ladysmith and Stz’uminus** students and emerging artists within the region. These calls to artists provide the following:

1. An opportunity for Ladysmith Secondary School visual arts and programming students to collaborate on creating an interactive art and light installation to showcase to the public;
2. **An opportunity for Stz’uminus Secondary School artists and makers** to design/create a large-scale public artwork; and,
3. An opportunity for an emerging artist/collective who lives and works within the CVRD to design/create a public artwork.

We are working with Festival of Lights as community partners who will provide guidance and expertise on the technical lighting aspects of the installations and we are in discussions with the Arts Council of Ladysmith and District to join as partners as they see fit. We have also **reached out to the CVRD’s Arts and Culture department** inquiring about potential resources they may be able to provide - exposure, advertising, etc.

We would like to request \$1000 from the Town of Ladysmith as a sponsorship for the artist prizes. We would like to gift each winning student team or individual with a \$250 honorarium and the emerging artist with a \$500 honorarium. Not only will this incentivize a wider and broader group of artists to participate, it also supports the best practice of paying artists for their work.

This project is intended to run as a pilot to show Ladysmith businesses, community organizations and institutions how local artists can be encouraged to express their creative voices around town. This project also builds on recommendations that come out of the Public Art Strategy (2019) and the Youth Plan (2018) to support and promote youth-based initiatives

within the Town and District and continues to foster strong partnership opportunities between **Town of Ladysmith organizations and Stz'uminus First Nation members.**

I have attached the three draft artist calls for more information.

Please note that these were the initial drafts and no materials have nor will be published with the Town of Ladysmith partnership until confirmed by Council, at which point we would like to share with local media.

If you have any other questions, please don't hesitate to ask.

Sincerely,

Lacey McRae Williams.

Principal, Thoughtful Place Design

www.thoughtfulplacedesign.com

Call for Ladysmith Secondary School Artists & Programmers
Now Accepting Submissions for Temporary Art & Light Window
Installation: **“Well Lit”**

49th Parallel Grocery Store, Ladysmith, BC



ISSUED: October 15, 2019

CLOSING LOCATION: Thoughtful Place Design, Ladysmith, BC

CLOSING DATE AND TIME: Proposals must be received prior to November 15, 2019 by midnight (11:59pm Pacific Standard Time)

Late submissions will not be considered.

INQUIRIES: Lacey McRae Williams, Public Art Coordinator at Thoughtful Place Design

email: lmw@thoughtfulplacedesign.com

Call for Submissions: Ladysmith Secondary School Artists & Programmers are invited to submit their collaborative artwork(s) for the temporary **public art and light installation “Well Lit”**.

Eligibility: 49th Parallel Grocery Store Ladysmith invites teams of student artists and programmers attending Ladysmith Secondary School to submit one interactive artwork per group. Each team must be comprised of at least one student artist and one student programmer.

Background: Peter Richmond, owner and operator of 49th Parallel Grocery Store Ladysmith has teamed up with local community planner and interdisciplinary artist, Lacey McRae Williams of



Lacey McRae Williams, Principal
Thoughtful Place Design
Public Art. Community Planning. Urban Design.
Ladysmith, BC Canada

Thoughtful Place Design, to create this inaugural call for Ladysmith Secondary School artists and programmers.

The Town of Ladysmith Council recently adopted its Public Art Strategy (March 2019) showcasing their commitment to growing community and public arts projects, while also implementing the Youth Plan (2018) supporting youth-centric initiatives within the Town and District. This project aligns both plans by encouraging youth programmers and visual artists to work together while providing them with a high-exposure avenue to showcase their work in a public art setting.

This project is being made possible thanks to a partnership between 49th Parallel Grocery and Thoughtful Place Design, as well as contributions from the Festival of Lights Society. This project will be the first of its kind since the completion of the Public Art Strategy and will be used as a pilot for local businesses moving forward.

TEMPORARY PUBLIC ART & LIGHT INSTALLATION: “WELL LIT” CALL FOR SUBMISSIONS



The artworks will be displayed for approximately three months in one of the window displays on the café side of 49th Parallel Grocery Store in Ladysmith, facing First Avenue.

Window Dimensions: 70”w x 70”h x 7”d

Submission Guidelines: Students may submit photos, sketches, and/or concept designs of their work in jpg, png, or pdf format to lmw@thoughtfulplacedesign.com. The artworks must include some interactive light component and **respond to the theme “Well Lit”**. Once the successful team is chosen, students and their teachers must be willing to work with the coordinator and organizers to adapt and install the artworks.

Student Team Prize: The winning student team will receive an honorarium of \$250.

Honorarium will be made within 30 days of the project installation and at the approval of organizers.

Selection Process:

A selection committee will review each of the submissions based on the following criteria:

1. **How well did the teams respond to the theme “Well Lit”?**
2. How well did the teams address the context of the site?
 - a. The location
 - b. The public audience impact/interest
 - c. The overall fit within the window
3. Does the work feel balanced and collaborative between artists and programmers?



Lacey McRae Williams, Principal
Thoughtful Place Design
Public Art. Community Planning. Urban Design.
Ladysmith, BC Canada

All inquiries and clarifications can be sent to Lacey McRae Williams, Public Art Coordinator, Thoughtful Place Design. Email lmw@thoughtfulplacedesign.com.

All inquiries must be received no later than October 30, 2019. Questions received after this date will be answered at the discretion of the coordinator and a response cannot be guaranteed.



Lacey McRae Williams, Principal
Thoughtful Place Design
Public Art, Community Planning, Urban Design,
Ladysmith, BC Canada

Call for **Stz’uminus** Secondary School Artists & Makers

Now Accepting Submissions for Temporary Art & Light Window Installation: **“Well Lit”**

49th Parallel Grocery Store, Ladysmith, BC



ISSUED: October 15, 2019

CLOSING LOCATION: Thoughtful Place Design, Ladysmith, BC

CLOSING DATE AND TIME: Proposals must be received prior to November 15, 2019 by midnight (11:59pm Pacific Standard Time)

Late submissions will not be considered.

INQUIRIES: Lacey McRae Williams, Public Art Coordinator at Thoughtful Place Design

email: lmw@thoughtfulplacedesign.com

Call for Submissions: **Stz’uminus Secondary School artists and makers** are invited to submit their artwork(s) for **the temporary public art and light installation “Well Lit”**.

Eligibility: 49th Parallel Grocery Store Ladysmith invites teams of student artists and makers attending **Stz’uminus** Secondary School to submit up to a maximum of three artworks. Students can submit individually or in teams.

Background: Peter Richmond, owner and operator of 49th Parallel Grocery Store Ladysmith has teamed up with local community planner and interdisciplinary artist, Lacey McRae Williams of Thoughtful Place Design, to create this inaugural call for **Stz’uminus** Secondary School artists and makers.



Lacey McRae Williams, Principal
Thoughtful Place Design
Public Art, Community Planning, Urban Design,
Ladysmith, BC Canada

The Town of Ladysmith Council recently adopted its Public Art Strategy (March 2019) showcasing their commitment to growing community and public arts projects, while also implementing the Youth Plan (2018) supporting youth-centric initiatives within the Town and District. This project aligns both plans and creates new partnership opportunities between the **Town of Ladysmith, local businesses, community organisations and Stz’uminus First Nation** which are paramount to positive community development and social well-being.

This project is being made possible thanks to a partnership between 49th Parallel Grocery and Thoughtful Place Design, as well as contributions from the Festival of Lights Society. This project will be the first of its kind since the completion of the Public Art Strategy and will be used as a pilot for local businesses moving forward.

TEMPORARY PUBLIC ART & LIGHT INSTALLATION: “WELL LIT” CALL FOR SUBMISSIONS



The artworks will be displayed for approximately three months in one of the window displays on the café side of 49th Parallel Grocery Store in Ladysmith, facing First Avenue.

Window Dimensions: 70”w x 70”h x 7”d

Submission Guidelines: Students may submit photos, sketches, and/or concept designs of their work in jpg, png, or pdf format to lmw@thoughtfulplacedesign.com. The artworks must include some interactive light component and **respond to the theme “Well Lit”**. Once the successful individual or team is chosen, students and their teachers must be willing to work with the coordinator and organizers to adapt and install the artworks.

Student Team Prize: The winning student team will receive an honorarium of \$250.

Honorarium will be made within 30 days of the project installation and at the approval of organizers.

Selection Process:

A selection committee will review each of the submissions based on the following criteria:

1. How well did the teams **respond to the theme “Well Lit”**?
2. How well did the teams address the context of the site?
 - a. The location
 - b. The public audience impact/interest
 - c. The overall fit within the window

All inquiries and clarifications can be sent to Lacey McRae Williams, Public Art Coordinator, Thoughtful Place Design. Email lmw@thoughtfulplacedesign.com.

All inquiries must be received no later than October 30, 2019. Questions received after this date will be answered at the discretion of the coordinator and a response cannot be guaranteed.

Call for Emerging Artists & Makers

Working and living in the Cowichan Valley Regional District

Now Accepting Submissions for Temporary Art & Light Window Installation: **“Well Lit”**



49th Parallel Grocery Store, Ladysmith, BC

ISSUED: October 15, 2019

CLOSING LOCATION: Thoughtful Place Design, Ladysmith, BC

CLOSING DATE AND TIME: Proposals must be received prior to November 15, 2019 by midnight (11:59pm Pacific Standard Time)

Late submissions will not be considered.

INQUIRIES: Lacey McRae Williams, Public Art Coordinator at Thoughtful Place Design

email: lmw@thoughtfulplacedesign.com



Lacey McRae Williams, Principal
Thoughtful Place Design
Public Art, Community Planning, Urban Design,
Ladysmith, BC Canada

Call for Submissions: Emerging artists and makers are invited to submit their artwork(s) for the temporary public art and light installation “Well Lit”.



Eligibility: 49th Parallel Grocery Store Ladysmith invites emerging artists living and working within the Cowichan Valley Regional District to submit a maximum of three (3) works per artist or artist group/collective. Emerging Artist(s) can be recent graduates from a creative institution but do not have to have any formal training or education. Eligible artists could be self-taught and are committed to dedicating their time to grow their creative careers. Mid-career and professional artists works will not be accepted.

Background: Peter Richmond, owner and operator of 49th Parallel Grocery Store Ladysmith has teamed up with local community planner and interdisciplinary artist, Lacey McRae Williams of Thoughtful Place Design to create this inaugural call for emerging regional artists.

The Town of Ladysmith Council recently adopted its Public Art Strategy (March 2019) showcasing their commitment to growing community and public arts projects and programming within the Town and District.

This project was made possible thanks to a partnership between 49th Parallel Grocery and Thoughtful Place Design, as well as contributions from the Festival of Lights Society. This project will be the first of its kind since the completion of the Public Art Strategy and will be used as a pilot for local businesses moving forward.



Lacey McRae Williams, Principal
Thoughtful Place Design
Public Art, Community Planning, Urban Design,
Ladysmith, BC Canada

TEMPORARY PUBLIC ART & LIGHT INSTALLATION: “WELL LIT” CALL FOR SUBMISSIONS



The artworks will be displayed for approximately three months in one of the window displays on the café side of 49th Parallel Grocery Store in Ladysmith, facing First Avenue.

Window Dimensions: 70”w x 70”h x 7”d

Submission Guidelines: Artists may submit photos, sketches, and/or concept designs of their 2D or 3D work in jpg, png, or pdf format to lmw@thoughtfulplacedesign.com. The artworks must **respond to the theme “Well Lit”**. Artists are encouraged to produce a highly visible and vibrant artwork that can be appreciated by visitors 24/7, especially at dark. Once the successful individual or team is chosen, the artist/maker will **install the selected artwork prior to “Ladysmith Festival of Lights”** on November 28th with assistance from organizers. The successful artist must be willing to work with local organizers to adapt their work if necessary and must be able to complete the work before install on November 27, 2019. In order to be considered all artists must include a submission

entry fee of \$15 sent via e-transfer to lmw@thoughtfulplacedesign.com. This fee helps to cover printing and other administrative costs.

Artist Prize: The winning artist or collective will receive an honorarium of \$500.

Honorarium will be made within 30 days of the project installation and at the approval of organizers.

Selection Process:

A selection committee will review each of the submissions based on the following criteria:

1. How well did the artist(s) respond to the **theme “Well Lit”**?
2. How well did the teams address the context of the site?
 - a. The location
 - b. The public audience impact/interest
 - c. The overall fit within the window

The proposed artwork should demonstrate imagination, originality, excellence and artistic merit.

All inquiries and clarifications can be sent to Lacey McRae Williams, Public Art Coordinator, Thoughtful Place Design. Email lmw@thoughtfulplacedesign.com.

All inquiries must be received no later than October 30, 2019. Questions received after this date will be answered at the discretion of the coordinator and a response cannot be guaranteed.

Ownership of Artworks: Artwork(s) will remain property of the artist and will be returned to artist at the end of the exhibition period unless an agreement is made between the artist and another local party for purchasing or donating the artwork.

Liability: 49th Parallel Grocery Store and the Town of Ladysmith will not be responsible for losses due to weather, theft, and vandalism **to the selected artists' artwork(s) while on display** at any Town of Ladysmith or 49th Parallel Grocery Store location.

Note: We thank all participants in advance for your interest. Due to the volume of submissions, we will only contact you if your artwork is chosen.



Lacey McRae Williams, Principal
Thoughtful Place Design
Public Art, Community Planning, Urban Design,
Ladysmith, BC Canada



LADYSMITH

Council Performance Assessment

A Guide and tools for the Town
of Ladysmith.

May 2019

PREFACE

Public trust in Council depends on transparent governance structures and processes, and clear accountability to community members. The assessment of Council performance is needed for demonstrating accountability and generating public trust.

The Town of Ladysmith is experiencing a period of profound development. Being among the fastest growing municipalities in British Columbia with population increases averaging 2.9% over the past five years, it is important that our Council collaborate and leverage the strengths of each other and Town administration in a continued effort to improve upon an already remarkable community.

Having said, the use of a governance self-assessment tool is recommended to support Council's and administrations efforts in being self-reflective and to guide members through a confidential and internal process identifying both individual member strengths as well as Council strengths and limitations.

The strongest predictors of positive municipal government performance are Council engagement in strategic planning, A CAO-led common vision, effective meeting management, a pro-change core group within Council, and low levels of internal conflict.

A comprehensive review of empirical journal articles on strategic management in nonprofit organizations completed by Stone, Bigelow, and Crittenden (1999) found that the use of formal planning processes was associated with greater board and organizational effectiveness. Moreover, board involvement in strategic planning was related to attainment of the mission of the nonprofit organization.

Green and Griesinger (1996) found that certain board activities predicted organizational effectiveness, of which were; policy formation, strategic planning, program monitoring, financial planning and control, resource development, board development, and dispute resolution. Green and Griesinger (1996) also found that CEO ratings of board performance were more strongly related to organizational effectiveness than were board ratings.

Jackson and Holland (1998) found significant correlations between organizational financial performance and board performance scores on six key competencies (contextual, educational, interpersonal, analytical political, and strategic). These findings were embedded within their development of a board self-assessment questionnaire (BSAQ). The BSAQ contains sixty-five (65) board practices that are scored and reported in the aforementioned competencies as opposed to more concrete conceptual categories. While, there are multiple other board assessment instruments in use (the National Center for Nonprofit Boards Questionnaire, the Benchmarks of Excellence Tool, the Drucker Foundation Self-Assessment Tool, the Governance Information Check-Up), only the BSAQ has generated validity data linking it with organizational effectiveness.

After analyzing the strengths and weaknesses of the aforementioned board assessment instruments, Gill, Flynn, and Reissing (2005) developed a Governance Self-Assessment Checklist (GSAC). The tool was designed to incorporate a relatively comprehensive research and consensus based set of governance best practices with the intent to serve as both a self-diagnostic instrument and an educational and governance improvement tool that would provide board members and senior staff with timely feedback on their own perceived use of best practices. The GSAC emerged as displaying very good criterion-related validity, correlating well with external and internal ratings of organizational effectiveness and demonstrating an ability to distinguish between stronger and weaker governance practices.

On this basis, the following Council Assessment Toolkit is presented in draft iteration for review and discussion amongst all members and the Chief Administration Officer with the intent of future implementation.

COUNCIL ASSESSMENT TOOLKIT

Module 1: General Council Effectiveness Self-Assessment

Module 1 has been designed to assist Council in assessing its effectiveness as a governing body. The self-assessment consists of a guide and a survey. The guide will help members understand the survey questions and the choice of responses provided. The survey is to be undertaken by Council members as a group effort. Members should read the guide first, before commencing completion of the survey.

Module 2: Individual Council Member Self-Assessment

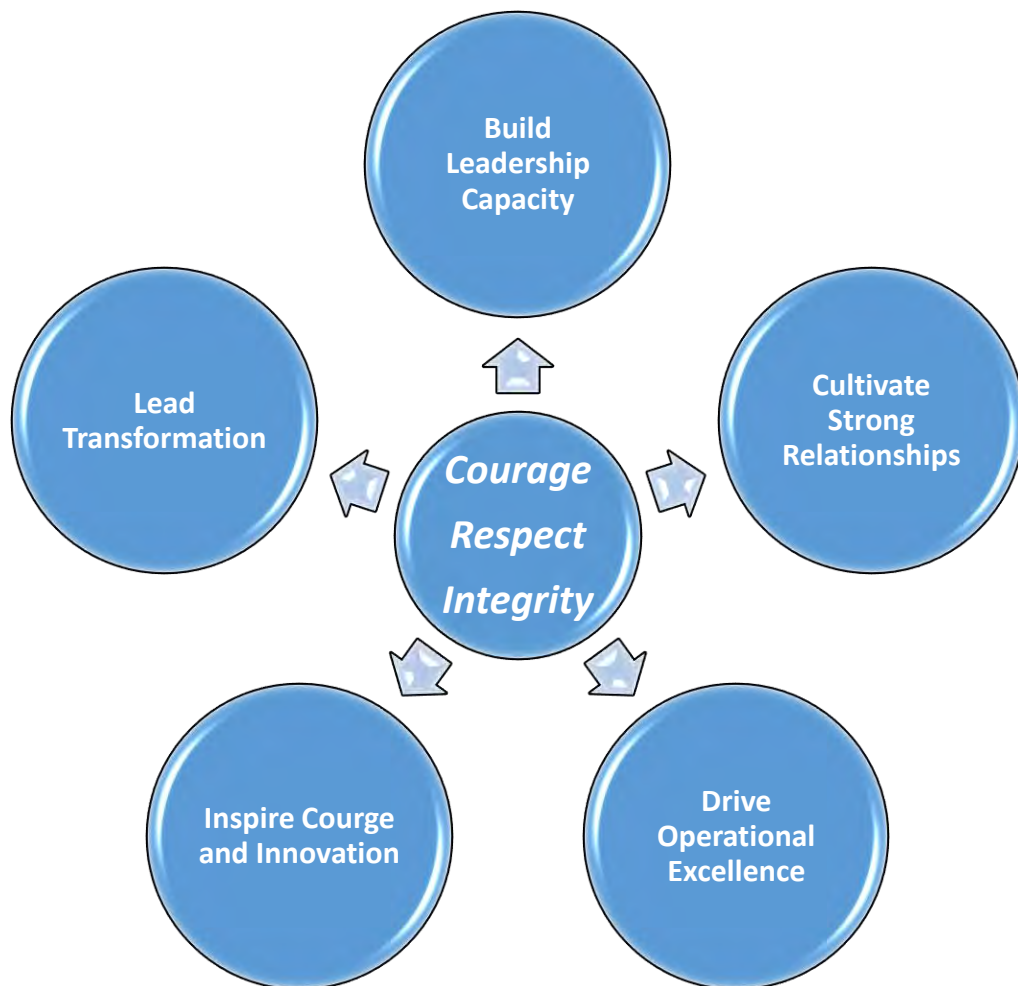
Individuals with good personal governance are masters of self-reflection, self-assessment and self-regulation. Self-reflection applies to how we think, communicate and act. Being aware of our thinking and behavioral models means we can self-evaluate in a personal and situational way. Self-regulation means knowing when we have reached our limits, and need help. Reflecting on thinking at the moment of acting is a characteristic of outstanding leadership. The purpose of module 2 is; to assist Council members in becoming aware of their strengths and limits, to act as a personal '*check-in*' ensuring members are fulfilling their respective roles as elected and, to assist members in taking responsibility for themselves, their feelings, emotions, and the modes of behaviour that result.

1. GENERAL COUNCIL SELF-ASSESSMENT GUIDE

1.1. Components of effective governance

To support our values of leading with courage, respect, and integrity, Council members and Administration should strive to build leadership capacity, cultivate strong relationships, drive operational excellence, inspire courage and innovation, and lead transformation. These key competencies are necessary to the effective and efficient governance and operation of the Town of Ladysmith.

The following pages will define each competency and provide primary anchors on a leadership continuum as examples of how each behaviour is modeled. This guide is designed to provide a framework to each competency across the entire scope of leadership and is intended to create context for aiding the user(s) in completion of the general council effectiveness self-assessment.



1.1.1. Build Leadership Capacity

The ability to utilize transparency and accountability to develop leadership effectiveness in Council, various committees, administration, and our culture.

Why it's important: We must invest in fostering a strong leadership culture to execute our strategic plan and ensure continued success.

Leadership Continuum			
Managers	Directors	Chief Administrative Officer	Council
<ul style="list-style-type: none"> • Models and reinforces the positive attributes of our culture and supports cultural evolution. • Enables, empowers, and develops others through regular coaching, constructive feedback, career planning, and proactive performance management. • Actively engages others through listening, open and transparent communication, and involvement. • Displays ability to lead self and others through self-awareness, self-management, self-development, and relationship building. • Manages employee development processes to build capacity within their team for the future. • Builds and updates organization-wide talent processes to build talent capacity for the future and mitigate succession risks. 	<ul style="list-style-type: none"> • Builds and protects the positive attributes of our culture and supports cultural evolution. • Models leadership via empowering and developing others through regular coaching, constructive feedback, career planning, and proactive performance management. • Actively engages others through listening, open and transparent communication, and involvement. • Demonstrates and coaches others to embrace self-awareness, self-management, self-development and relationship building. • Visions organization-wide talent processes to build talent capacity for the future and mitigate succession risks. 	<ul style="list-style-type: none"> • Holds self and other leaders accountable for building and protecting the positive attributes of our culture and supports cultural evolution. • Champions leadership capacity and effectiveness through regular coaching, constructive feedback, career planning, and proactive performance management. • Acts as an ambassador to engage others through listening, open and transparent communication, and involvement. • Models and creates an environment that supports self-awareness, self-management, self-development, and relationship building. • Champion's organization-wide talent processes to build talent capacity for the future and mitigate succession risks. 	<ul style="list-style-type: none"> • Holds self and other Council members and the CAO accountable for building and protecting the positive attributes of our culture and supports cultural evolution. • Champions leadership capacity and effectiveness through constructive feedback, and proactive CAO performance management. • Acts as an ambassador to the community via listening, open and transparent communication, and involvement. • Models and creates a Council environment that supports self-awareness, self-management, self-development, and relationship building.
<p>Potential Impediments</p> <ul style="list-style-type: none"> • Fails to set objective measures of success. • Ignores people issues and does not hold others accountable. • Fails to demonstrate actions and commitment to developing others and self. • Avoids difficult decisions and conversations. 			

1.1.2. Cultivate Strong Relationships

Building strong and trusting relationships and bringing a taxpayer-centric mindset and focus to all elements of the organization.

Why it's important: Influencing and building strong relationships amongst Council, and with administration, partners, and the community is fundamental to the continued growth and success of the Town.

Leadership Continuum			
Managers	Directors	Chief Administrative Officer	Council
<ul style="list-style-type: none"> • Builds a network of internal and external contacts to support their team, department, and division. • Demonstrates influence and professionalism in creating key relationships, with an emphasis on the department. • Leads individuals and builds a cohesive, collaborative, and cooperative team. • Models cross-organization collaboration, honest relationship building, and a respectful understanding of one another. • Applies respect and integrity to all relationships. 	<ul style="list-style-type: none"> • Builds a personal network of internal and external contacts. • Demonstrates influence and professionalism in creating key relationships, with an emphasis on the department. • Builds strong, cohesive teams and healthy team dynamics. • Engages self and team in cross-organization collaboration, honest relationship building, and a respectful understanding of one another. • Applies respect and integrity to all relationships. 	<ul style="list-style-type: none"> • Builds a strategic network of external contacts, including key decision makers and influencers at local and provincial levels. • Models influence and professionalism in creating strategic partnerships and key relationships. • Champions consistent engagement with employees, Council, strategic partners, and the community. • Models cross-organization collaboration, open and honest relationships, and a respectful understanding of one another. • Applies respect and integrity to all relationships. 	<ul style="list-style-type: none"> • Builds a strategic network of external contacts, including key decision makers and influencers at local and provincial levels. • Models influence and professionalism in creating strategic partnerships and key relationships. • Champions consistent engagement with Senior Leadership, strategic partners, and the community. • Models collaboration, open and honest relationships, and a respectful understanding of one another. • Applies respect and integrity to all relationships.
<p>Potential Impediments</p> <ul style="list-style-type: none"> • Lacks confidence to proactively build external relationships. • Maintains silos and lacks collaboration skills. • More concerned about own interests instead of the Town's interests. • Avoids difficult decisions and conversations. • Supports external stakeholders at the expense of our people and values. 			

1.1.3. Drive Operational Excellence

Leverage business insight, financial acumen, and operational rigor to maximize resources, productivity, and build long-term, sustainable success.

Why it's important: Bringing a business mindset to the organization is critical for maintaining the appropriate use of resources and ensuring strong productivity and solid operations while navigating change.

Leadership Continuum			
Managers	Directors	Chief Administrative Officer	Council
<ul style="list-style-type: none"> • Demonstrates sound judgement, business and financial acumen, and evidence-based decision making at the managerial level. • Maximizes productivity and effectively leads strategy execution. • Highlights areas where resources are required, barriers need to be removed and processes require revision. • Supports and maintains key business processes to reduce unnecessary risk and enhance performance in own operations. • Ensures self and team members drive continuity and effective operations through everyday operations and continuous improvement. 	<ul style="list-style-type: none"> • Demonstrates and builds capacity in others for sound judgement, business and financial acumen, and evidence based decision making. • Removes barriers and enables leaders to maximize productivity and effectively execute strategies. • Creates and updates key business processes and utilizes best practice to reduce unnecessary risk and enhance performance in own operations and across the organization. • Enables other leaders to ensure continuity and effective operations through transformational change. 	<ul style="list-style-type: none"> • Exemplifies exceptional judgement, business and financial acumen, and evidence-based decision making. • Ensures that strategies are executed with the interests of the entire organization in mind. • Champion's key business processes to reduce unnecessary risk and enhance operational and business performance. • Ensures continuity and effective operations through transformational change. 	<ul style="list-style-type: none"> • Exemplifies exceptional judgement, business and financial acumen, and evidence-based decision making. • Ensures that strategies are executed with the interests of the entire organization in mind. • Supports key business processes to reduce unnecessary risk and enhance operational and business performance. • Supports Senior Leadership through transformational change.
<p>Potential Impediments</p> <ul style="list-style-type: none"> • Lacks financial acumen • Lacks professional maturity and fails to support leadership decisions • Fails to bring the right balance of strategic and operational leadership • Works in a silo and does not bring a holistic understanding of the organization. 			

1.1.4. Inspire Courage & Innovation

Model and enable creative thinking, curiosity, and calculated risk taking to create new solutions.

Why it's important: We will require courage in everything we do to challenge the status quo, and find bold and creative new ideas. Innovative thinking will continue to proactively build on the Towns' many successes and address changing community needs.

Leadership Continuum			
Managers	Directors	Chief Administrative Officer	Council
<ul style="list-style-type: none"> • Applies diversity and inclusiveness principles through our values and daily work. • Demonstrates open-mindedness and brings forward new ideas that continually enhance their area of responsibility. • Seizes opportunities to leverage and share expertise with senior leadership. • Exhibits a willingness to take calculated risks, asking for help and learning from mistakes in daily work. • Encourages the sharing of innovative ideas and resolutions. 	<ul style="list-style-type: none"> • Holds self and others accountable for embedding diversity and inclusiveness principles through the Towns' values and strategies. • Enables and encourages open-mindedness bold thinking and new ideas that continually enhance the organization. • Creates a safe environment and psychological safety for risk taking, learning, and supporting others through mistakes. • Removes barriers and builds or revises systems and processes to encourage innovative ideas. 	<ul style="list-style-type: none"> • Models and integrates diversity and inclusiveness principles into our values, strategies and expectations. • Champions bold thinking and new ideas that continually enhance the organization and address community needs. • Champions the creation of a safe environment and psychological safety for risk taking, learning, and supporting others through mistakes. • Exemplifies courage to challenge the status quo and bring new ideas forward. 	<ul style="list-style-type: none"> • Models and integrates diversity and inclusiveness principles into our values, strategies and expectations. • Champions bold thinking and new ideas that continually enhance the organization and address community needs. • Champions the creation of a safe Council environment and psychological safety for risk taking, learning, and supporting others. • Exemplifies courage to challenge the status quo and bring new ideas forward.
<p>Potential Impediments</p> <ul style="list-style-type: none"> • Stifles creativity and the exploration of new approaches. • Too comfortable with the status quo and exhibits a fear of change. • Does not engage or encourage calculated risk taking. • Makes decisions without considering the appropriate level of risk. • Lacks curiosity and openness to new ideas. • Holds on too rigidly to the status quo. • Shows a lack of courage in making unpopular or difficult decisions. 			

1.1.5. Lead Transformation

Anticipate emerging trends and create opportunities that continue to improve the Town of Ladysmith.

Why it's important: the Town of Ladysmith is rapidly growing and leaders will need to capitalize on opportunities to continue to fulfill its mandate of service excellence and its mission to provide a safe, caring, and vibrant community.

Leadership Continuum			
Managers	Directors	Chief Administrative Officer	Council
<ul style="list-style-type: none"> • Highlights areas of risk in own operations. • Demonstrates courage and sound decision-making to execute strategies and plans. • Understands and supports decisions and enables others through change. • Communicates how strategies and plans connect to the Town services with clarity and transparency and generates commitment. • Cultivates a strong team, coaches staff through change/transition and seeks support where needed. • Models the ability to embrace perseverance and resilience in the face of adversity. • Demonstrates a positive and forward thinking approach to leading. • Models and encourages others to embrace a “One Team” approach. 	<ul style="list-style-type: none"> • Identifies trends, risks, and opportunities within own area. • Demonstrates courage and sound decision-making to execute divisional and functional strategies and plans. • Promotes and supports decisions and enables others through change. • Communicates strategies and plans with clarity and transparency and creates buy in. • Builds a strong team and coaches others to manage through change and seek support when needed. • Demonstrates and empowers the team to embrace perseverance and resilience in the face of adversity. • Demonstrates a positive and forward thinking management approach. • Contributes and enables others to embrace a “One Team” approach. 	<ul style="list-style-type: none"> • Anticipates and identifies trends, risks, and opportunities for the Town. • Demonstrates courage and sound decision-making to create divisional and functional strategies. • Creates organization-wide systems and practices to enable change. • Demonstrates transparency and effectively communicates strategies and plans that support a vision for change. • Enables and empowers others to manage through change. • Instills confidence in self and others to lead with perseverance and resilience in the face of adversity. • Champions and enables others to embrace a “One Team” approach. 	<ul style="list-style-type: none"> • Envisions a new frontier and new strategies based on trends, risks, and opportunities. • Supports courageous and sound decisions for new strategies and approaches. • Supports organization-wide systems and practices to enable change. • Instills a sense of community purpose, communicates a compelling vision for change, and champions transparency. • Models perseverance and resilience in the face of adversity. • Champions a “One Team” mindset.
<p>Potential Impediments</p> <ul style="list-style-type: none"> • Waits for change to happen. • Focuses on the past and status quo – fails to look to the future. • Fails to clearly articulate compelling reasons for change. • Fails to demonstrate and leverage big-picture thinking. • Complains instead of bringing solutions and instigating change. 			

2. GENERAL COUNCIL SELF-ASSESSMENT SURVEY

There is real benefit to be gained from an in-depth review of all areas of Council activity. This review encompasses Council processes, activities, and behaviours. The tool takes the form of a series of assertions which should be awarded a rating on a scale of one (1) to five (5). These assertions are split between Council processes and behaviours. As a group, Council should rate their response to each assertion by marking the relevant box. Respectful group discussion and context provided via competencies outlined in the guide, will assist Council in determining the appropriate ranking.

Rating Scale

- 1 = Hardly ever/Poor/Strongly disagree
- 2 = Occasionally/Below Average/Disagree
- 3 = Sometimes/Average/Neutral
- 4 = Most of the time/Above average/Agree
- 5 = All of the time/Fully satisfactory/Strongly agree

A – Processes	N/A	1	2	3	4	5
---------------	-----	---	---	---	---	---

1. Meetings

- | | | | | | | |
|--|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| 1.1. The number of Council and committee meetings are appropriate, including ad-hoc meetings when necessary. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 1.2. Council members regularly attend and actively contribute at meeting. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 1.3. Council meetings are well run and productive. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

2. Council Committee's

- | | | | | | | |
|--|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| 2.1. Council committees are properly constituted and perform their delegated roles under clear terms of reference; | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2.2. Are subject to revision as appropriate; and, | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2.3. Report back effectively and promptly to Council with sufficient time for Council to consider matters arising. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

3. Time Commitment

- | | | | | | | |
|--|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| 3.1. Council members are able to commit sufficient time to the Town to discharge their responsibilities effectively. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|--|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|

3.2. Council members regularly attend special community events.

4. Orientation and Training

4.1. Council members receive proper orientation on commencement and ongoing training is available to meet individual development needs.

5. Timeliness and quality of information

5.1. Reports provided to Council are;
5.1.1. Provided on a timely basis; and

5.1.2. Of a quality that enables Council to determine whether the Town is on track to meet its strategic objectives and is acting within its risk appetite.

B – Behaviours and Activities	N/A	1	2	3	4	5
--------------------------------------	------------	----------	----------	----------	----------	----------

6. Council culture

6.1. The vision, mission, and values statements clearly communicate Council’s objectives and define the desired results in both the short and long-term.

6.2. Council creates a performance culture that drives value creation without exposing the Town to unnecessary risk.

6.3. Council sets an appropriate tone that permeates through the entire organization.

7. Council discussions

7.1. Council meetings are characterized by a high quality of debate with robust and probing discussions – consistent with the guidance that an effective Council should not necessarily be a comfortable place, challenge, as well as teamwork are an essential feature.

7.2. Conflict among Council members do not interfere with Council’s work.

8. Understanding priorities

- 8.1. All Council members have a clear understanding of the Town's vision, mission, values and strategic direction.

9. Setting strategy

- 9.1. Council holds a strategic plan that outlines the priorities, goals, and objectives that guide Council and staff.
- 9.2. Council sets the Town's strategic plan robustly and effectively, with appropriate challenge from the Chief Administrative Officer and Senior Leadership team.
- 9.3. Council ensures that the necessary financial and human resources are in place to implement the strategic plan.

10. Risk appetite and risk management

- 10.1. Council is sufficiently involved in establishing the Town's appetite for risk in respect of its strategic aims; and,
- 10.2. Satisfies itself that the integrity of the financial controls and systems of risk management are robust and resilient.

11. Monitoring organizational performance

- 11.1. Council has the appropriate data to monitor the Town's performance, including financial and non-financial information and peer and comparator local government information; and,
- 11.2. Uses the available data effectively.
- 11.3. The quality and quantity of services provided by the Town are consistent with the financial and human resources available, and are supported by measureable public satisfaction levels.



12. Crisis management

- 12.1. Council responds positively and constructively in the event of a crisis, and has well-established management plans to protect the Town's reputation.



13. Quality of decision making

- 13.1. Council makes well-informed high quality decisions based on its strategic priorities; and, 
- 13.2. Appropriate processes are used to facilitate complex decisions – for example obtaining information from subject matter experts and allowing time for additional debate and decision making. 





14. Demonstrating Council stewardship

- 14.1. Council communicates effectively with all community members and takes into account their interests; and, 
- 14.2. Ensures that the standard of external reporting is high and that the annual report, is fair, balanced and understandable. 

15. Role of the Mayor

- 15.1. The Mayor has sufficient time to commit to the role; and 
- 15.2. The Mayor exhibits a leadership style and tone that promotes effective decision making, constructive debate and ensures that Council works as a team. 

16. Relationship with Town Administration

- 16.1. Council’s relationship with the Chief Administrative Officer and the Senior Leadership Team is one of mutual respect and trust. 
- 16.2. The Mayor and Chief Administrative Officer work well together and their different skills and experience complement each other. 
- 16.3. The mayor represents an effective link through to the Chief Administrative Officer and Senior Leadership Team. 
- 16.4. The roles of Council and Town staff complement each other and do not conflict. 

17. Performance evaluation

17.1. Council sets itself objectives and carries out an annual evaluation of its own performance.



17.2. Council evaluates the Chief Administrative Officer's performance annually on the basis of clear and objective requirements/expectations.



MODULE 2: INDIVIDUAL COUNCIL MEMBER SELF-ASSESSMENT

This evaluation tool aims to support the development of individual Council members by helping enhance their contribution to the Town and also to encourage a positive experience.

Rating Scale

- 1 = Hardly ever/Poor/Strongly disagree
- 2 = Occasionally/Below Average/Disagree
- 3 = Sometimes/Average/Neutral
- 4 = Most of the time/Above average/Agree
- 5 = All of the time/Fully satisfactory/Strongly agree

	N/A	1	2	3	4	5
--	-----	---	---	---	---	---

1. Governance

1.1.	I'm familiar with the Town of Ladysmith's by-laws and policies.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.2.	I maintain confidentiality and comply with all applicable bylaws, policies, and legislation.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.3.	I support Council decisions once they are made.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.4.	I understand the distinction between Council's role to set direction and provide general oversight and Administration's role to lead and direct operations.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.5.	I understand Council's role in overseeing the Chief Administrative Officer's annual performance.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.6.	I commit the time required to fulfill my Council responsibilities.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

2. Knowledge of the organization and environment

2.1.	I understand the Town's strategic plan, including mission, vision, and values statements, and take these into account when making decisions.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.2.	While not necessarily an expert, I have a good understanding of the Town's; (a) Financial performance and condition	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

(b) Key areas of risk and associated risk mitigation strategies.

- | | | | | | | | |
|------|---|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| 2.3. | I understand and take into account the Town's accountability to residents and taxpayers of the community. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2.4. | I keep current of issues and trends that may have an impact on the Town or the needs of the community. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2.5. | I effectively apply my knowledge, experience, and expertise to matters before Council. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2.6. | I ask questions or request information to help me make informed decisions. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2.7. | I exercise sound and balanced judgement considering all aspects presented before Council. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2.8. | I bring a strategic focus in assessing issues and reaching resolutions. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2.9. | I am satisfied with my level of contribution as a Council member. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

3. Effective behaviour and relationships

- | | | | | | | | |
|------|---|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| 3.1. | I read necessary materials in advance and come prepared for meetings. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3.2. | I listen well and respect others ideas and perspectives. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3.3. | I communicate effectively with my fellow Council members. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3.4. | I am comfortable and constructive when expressing a minority opinion. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3.5. | I develop and maintain positive, collaborative relationships with fellow Council members and Administration. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3.6. | I respect the contribution of Council committees, being careful at Council meetings to build-on, not re-do, the work already completed by committees. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3.7. | While maintaining my independence as a Council Member, I interact respectfully, cooperatively and appropriately with the Chief Administrative Officer and the Senior Leadership Team. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

3.8. I take advantage of Council education opportunities to increase my effectiveness as a council member.



4. Development Questions

a) In terms of furthering your professional development as a Council member and contributing more to the Town, please identify two or three areas that you would like to personally focus on this year.

b) Looking ahead, what supports or educational opportunities would be beneficial to your development as a Council member.