



TOWN OF LADYSMITH

A REGULAR MEETING OF THE
COUNCIL OF THE TOWN OF LADYSMITH
WILL BE HELD IN COUNCIL CHAMBERS AT CITY HALL ON
MONDAY, DECEMBER 19, 2016

Call to Order and Closed Meeting

6:00 p.m.

Regular Open Meeting

7:00 p.m.

AGENDA

CALL TO ORDER (6:00 P.M.)

1. CLOSED SESSION

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

- Appointments to advisory committees – Section 90 (1) (a)
- Information related to negotiations between the provincial government and a third party – Section 90(2)(b)

REGULAR MEETING (7:00 P.M.)

2. AGENDA APPROVAL

3. RISE AND REPORT – Items from Closed Meeting

4. MINUTES

- 4.1. Minutes of the Regular Meeting of Council held December 5, 2016.....1 - 8
4.2. Minutes of the Special Meeting of Council held December 12, 20169 - 10

5. DELEGATIONS

- 5.1. Arts Council of Ladysmith and District
Kathy Holmes
Thank you to Council
- 5.2. Vancouver Island University Student Union
Sarah Segal and Avery Bonner
Don't Close the Doors Campaign – Adult Basic Education Programs

6. PROCLAMATIONS - None

7. DEVELOPMENT APPLICATIONS - None

8. BYLAWS (OFFICIAL COMMUNITY PLAN AND ZONING)

- 8.1. Bylaw 1921 – Amend Zoning Bylaw to Explicitly Prohibit Retail Sale of Marihuana 11 - 14**

Staff Recommendation:

That Council give first and second reading to Bylaw 1921 and refer the bylaw to a future public hearing.

9. REPORTS

- 9.1. Road Closure and Exchange – Holland Creek 15 - 40**

Staff Recommendation:

That Council:

1. Approve in principle the Land Exchange Agreement between the Town of Ladysmith and 0963984 BC Ltd., and authorize the Mayor and Corporate Officer to execute the agreement; and
2. Proceed to give first three readings to Road Closure and Dedication Removal Bylaw 2016, No. 1916, under the Bylaws section of this agenda.

- 9.2. Financial Plan Deliberations..... 41 - 43**

Staff Recommendation:

That Council authorize the following schedule of meetings to review the 2017 – 2021 Financial Plan:

- Monday, January 16th – preliminary 2017 operating and capital budgets
- Monday, January 23rd – first budget workshop at a special Municipal Services meeting
- Monday, January 30th – second budget workshop at a special Municipal Services meeting
- Monday, February 20th – presentation of the 2017 – 2021 Financial Plan at a regular Council meeting.

- 9.3. Updated Bylaw to Regulate Parks Usage 44 - 46**

Staff Recommendation:

That Council refer the matter of an updated Bylaw to Regulate Parks Usage in the Town of Ladysmith to the Parks, Recreation and Culture Advisory Committee and the Protective Services Committee for review and input.

10. BYLAWS

- 10.1. Town of Ladysmith 2017 Revenue Anticipation Borrowing Bylaw 2016, No. 191847**

The purpose of Bylaw 1918 is to borrow, if necessary, up to 75 per cent of the Property Taxes levied in 2016 in the amount of \$5,700,000 to support expenditures in 2017 prior to collection of property taxes.

Staff Recommendation:

That Council adopt Town of Ladysmith 2017 Revenue Anticipation Borrowing Bylaw 2016, No. 1918.

10.2. Town of Ladysmith Road Closure and Dedication Removal Bylaw 2016, No. 1916 48 - 50

The purpose of Bylaw 1916 is to close to traffic and remove the highway dedication of that part of land shown in heavy outline on Reference Plan EPP63593, for the purpose of disposing of the land to the adjacent landowner, in exchange for other land required for highway purposes

Staff Recommendation:

That Council give first three readings to Town of Ladysmith Road Closure and Dedication Removal Bylaw 2016, No. 1916.

10.3. Town of Ladysmith Water Filtration Plant Loan Authorization Bylaw 2016, No. 1920 51 - 52

The purpose of Bylaw 1920 is to enable the Town to borrow up to \$6 million over a term of 25 years to fund construction of the new water filtration plant.

Staff Recommendation:

That Council give first three readings to Town of Ladysmith Water Filtration Plant Loan Authorization Bylaw 2016, No. 1920.

10.4. Town of Ladysmith Parks, Recreation and Culture Commission Repeal Bylaw 2016, No. 1919 53 - 54

The purpose of Bylaw 1919 is to repeal the original and amending bylaws that established and laid out the activities of the Town's Parks, Recreation and Culture Commission.

Staff Recommendation:

That Council give first three readings to Town of Ladysmith Parks, Recreation and Culture Commission Repeal Bylaw 2016, No. 1919

11. CORRESPONDENCE - None

12. NEW BUSINESS

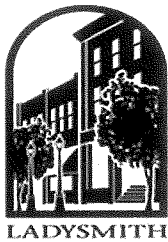
13. UNFINISHED BUSINESS

14. QUESTION PERIOD

- A maximum of 15 minutes is allotted for questions.

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

ADJOURNMENT



**TOWN OF LADYSMITH
MINUTES OF A REGULAR MEETING OF COUNCIL
MONDAY, DECEMBER 5, 2016
CALL TO ORDER 5:02 P.M.
COUNCIL CHAMBERS, CITY HALL**

COUNCIL MEMBERS PRESENT:

Mayor Aaron Stone

Councillor Joe Friesenhan

Councillor Duck Paterson

Councillor Steve Arnett

Councillor Carol Henderson

Councillor Cal Fradin

Councillor Rob Hutchins

STAFF PRESENT:

Guillermo Ferrero

Sue Bouma

Felicity Adams

Joanna Winter

CALL TO ORDER

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

CLOSED SESSION

CS 2016-383

Moved and seconded:

That, in accordance with section 90(1) of the *Community Charter*, Council retire into closed session at 5:03 p.m. in order to consider items related to the following:

- Status of sale of Town-owned properties and proposed property acquisitions 90 (1) (l)
- Provision of a municipal service 90 (1) (k)
- Human Resources matter 90 (1) (c)

Motion carried.

CS 2016-384

That this Closed Meeting of Council recess at 6:53 p.m. and that it reconvene following the Regular Council Meeting.

REGULAR OPEN MEETING

Mayor Stone called this Regular Council Meeting to order at 7:05 p.m., recognizing the traditional territory of the Stz'uminus First Nation, acknowledging 5,500 years of history and stewardship and expressing gratitude to be here.

AGENDA APPROVAL

CS 2016-385

Moved and seconded:

That Council approve the agenda for this Regular Meeting of Council.

Motion carried.

MINUTES

CS 2016-386

Moved and seconded:

That Council approve the minutes of the Regular Meeting of Council held November 21, 2016.

Motion carried

DELEGATIONS

**Chris Boar
Nanaimo Astronomy Society (NAS)
Urban Star Park**

Chris Boar, President of the Nanaimo Astronomy Society, made a presentation to Council expressing the society's interest in establishing an Urban Star Park at Transfer Beach to protect the quality of the night sky for novice stargazers and astronomers. Mr. Boar responded to questions regarding the effects on community events at Transfer Beach and other potential location options. He invited Council to attend the Nanaimo Astronomy Society's meetings.

Council thanked Mr. Boar and the Nanaimo Astronomy Society for the informative presentation.

CS 2016-387

Moved and seconded:

That Council refer the issue of establishing an Urban Star Park at Transfer Beach to the next Municipal Services Committee meeting for discussion.

Motion carried.

**Mark Drysdale, Ladysmith Chamber of Commerce
Business Walk Report**

Mark Drysdale, Manager of the Ladysmith Chamber of Commerce, made a presentation summarizing the results of the Business Walk interviews. He noted that future Business Walks will result in an ongoing economic business report card for Ladysmith.

Council thanked Mr. Drysdale for the update and recognized his efforts in compiling the information into useable data for future planning.

PROCLAMATIONS

Mayor Stone proclaimed December 6, 2016 as the National Day of Remembrance and Action on Violence Against Women, commemorating the 14 young women whose lives ended in an act of gender-based violence, and encouraging all citizens to help eliminate all forms of violence against women and girls.

Councillor Henderson distributed ribbons from the White Ribbon Campaign and Councillor Arnett distributed pins from the Moose Hide Campaign as signs of support for the National Day of Remembrance and Action on Violence Against Women.

2017 COUNCIL APPOINTMENTS

Mayor Stone made the following appointments for Deputy Mayor in 2017:

- Councillor Cal Fradin, December 1, 2016 to May 31, 2017
- Councillor Joe Friesenhan, June 1, 2017 to November 30, 2017

- Parcel Tax Review Panel**
Moved and seconded:
 CS 2016-388 That the following members be appointed to the 2017 Parcel Tax Review Panel:
 Councillor Steve Arnett, Councillor Duck Paterson, Councillor Rob Hutchins
Motion carried.
- Cowichan Valley Regional District Director**
Moved and seconded:
 CS 2016-389 That Mayor Aaron Stone be appointed as Director to the Cowichan Valley Regional District Board.
Motion carried.
- Cowichan Valley Regional District Alternate Director**
Moved and seconded:
 CS 2016-390 That Councillor Joe Friesenhan be appointed as Alternate Director to the Cowichan Valley Regional District Board for the period December 5, 2016 to May 31, 2017.
Motion carried.
- Moved and seconded:*
 CS 2016-391 That Councillor Duck Paterson be appointed as Alternate Director to the Cowichan Valley Regional District Board for the period June 1, 2017 to December 31, 2017.
Motion carried.
- Vancouver Island Regional Library Board Director**
Moved and seconded:
 CS 2016-392 That Councillor Steve Arnett be appointed as Town of Ladysmith Director to the Vancouver Island Regional Library Board.
Motion carried.
- Vancouver Island Regional Library Board Alternate Director**
Moved and seconded:
 CS 2016-393 That Councillor Carol Henderson be appointed as Alternate Director to the Vancouver Island Regional Library Board.
Motion carried.
- Community Safety Advisory Commission (Cowichan Valley Regional District)**
Moved and seconded:
 CS 2016-394 That Councillor Cal Fradin be appointed as representative of the Town of Ladysmith on the Cowichan Valley Regional District Community Safety Advisory Commission.
Motion carried.

Community Safety Advisory Commission (Cowichan Valley Regional

CS 2016-395

District)

Moved and seconded:

That Councillor Carol Henderson be appointed as alternate representative of the Town of Ladysmith on the Cowichan Valley Regional District Community Safety Advisory Commission.

Motion carried.

Additional Appointments

Mayor Stone made the following appointments to Council Advisory Commissions and Committees:

Waterfront Design Charrette Committee

Representative: Mayor Aaron Stone

Representative: Councillor Rob Hutchins

Representative: Councillor Joe Friesenhan

Municipal Services Committee (Committee of the Whole)

Chair: Councillor Rob Hutchins

Vice Chair: Councillor Joe Friesenhan

Members: All members of Council

Advisory Planning Commission

Council Liaison: Councillor Steve Arnett

Alternate: Councillor Joe Friesenhan

Advisory Design Panel

Council Liaison: Councillor Duck Paterson

Alternate: Councillor Cal Fradin

Heritage Revitalization Advisory Commission

Council Liaison: Councillor Rob Hutchins

Alternate: Councillor Duck Paterson

Parks, Recreation and Culture Advisory Commission

Council Liaison: Councillor Duck Paterson

Alternate: Councillor Steve Arnett

Invasive Species Advisory Committee

Council Liaison: Councillor Carol Henderson

Alternate: Councillor Cal Fradin

Protective Services Committee

Chair: Councillor Cal Fradin

Council Liaison: Councillor Duck Paterson

Alternate: Councillor Joe Friesenhan

Liquid Waste Management Committee

Council Liaison: Councillor Joe Friesenhan

Council Liaison: Councillor Cal Fradin

Council Liaison: Councillor Steve Arnett

Stocking Lake Advisory Committee
Chair: Mayor Aaron Stone
Council Liaison: Councillor Steve Arnett

Mayor Stone made the following liaison appointments to community organizations:

Celebrations Committee
Council Liaison: Councillor Cal Fradin
Alternate: Councillor Duck Paterson

Ladysmith Chamber of Commerce
Council Liaison: Mayor Aaron Stone
Alternate: Councillor Duck Paterson

Ladysmith Festival of Lights
Council Liaison: Councillor Joe Friesenhan
Alternate: Councillor Duck Paterson

Ladysmith Downtown Business Association
Council Liaison: Councillor Joe Friesenhan
Alternate: Councillor Cal Fradin

Ladysmith Interagency Committee
Council Liaison: Councillor Carol Henderson
Alternate: Councillor Cal Fradin

Ladysmith Early Years Partnership
Council Liaison: Councillor Carol Henderson
Alternate: Councillor Joe Friesenhan

Social Planning Cowichan Affordable Housing Directorate
Council Liaison: Councillor Carol Henderson
Alternate: Councillor Cal Fradin

Ladysmith Community Justice Program
Council Liaison: Councillor Carol Henderson

Bank Signing Authority

Moved and seconded:

That all members of Council have bank signing authority.

Motion carried.

CS 2016-396

COMMITTEE REPORTS

CS 2016-397

Protective Services Committee

Moved and seconded:

That Council:

1. Receive the quote for Sonic Pre-Emption for the intersection of Trans-Canada Highway and North Davis Road and recommend that a letter be sent to the Minister of Transportation requesting funding.
2. Direct staff to write a letter of concern to Timberwest about fires being held in the quarry on Timberwest Lands.

Motion carried.

STAFF REPORTS

CS 2016-398

Review of Municipal Best Practices for Medical Marihuana Dispensaries

Moved and seconded:

That Council:

1. Receive the Review of Municipal Best Practices for Medical Marihuana Dispensaries report for information.
2. Direct staff to prepare an amendment to the Zoning Bylaw to explicitly prohibit the retail sale of marihuana in all zones; and that after Federal and other regulatory changes are announced, Council consider Town bylaw amendments in relation to the retail sale of medical marihuana.

Motion carried.

F. Adams left the meeting.

2017 Revenue Anticipation Bylaw 2016, No. 1918

Moved and seconded:

CS 2016-399

That Council receive the staff report regarding the 2017 Revenue Anticipation Bylaw 2016, No. 1918, to permit borrowing in anticipation of the annual tax levy.

Motion carried.

Council Meeting Schedules

Moved and seconded:

CS 2016-400

That Council refer discussion about the timing and schedule for Municipal Services Committee meetings to the Municipal Services Committee for further discussion.

Motion carried.

Moved and seconded:

CS 2016-401

That Council confirm the following schedule of regular Council meetings for 2017 and direct staff to advertise the schedule in accordance with Section 127 of the Community Charter.

January 16	April 3	July 17	November 6
February 6	May 1	August 21	November 20
February 20	May 15	September 18	December 4
March 6	June 5	October 3**	December 18
March 20	June 19	October 16	

**Tuesday, to accommodate Tour de Rock in Ladysmith
Motion carried.

BYLAWS

Town of Ladysmith 2017 Revenue Anticipation Borrowing Bylaw 2016, No. 1918

Moved and seconded:

CS 2016-402

That Council give first three readings to Town of Ladysmith 2017 Revenue Anticipation Borrowing Bylaw 2016, No. 1918.

Motion carried.

CORRESPONDENCE

Naomi Glick, Island Health

Request to Increase Garbage Allotment and to Waive Additional Metered Water for Ladysmith Dialysis Patient

Moved and seconded:

CS 2016-403

That Council:

1. Increase garbage allotment to two extra tags per collection for a Ladysmith resident using dialysis.
2. Waive the additional water meter charges.
3. Direct staff to develop a policy regarding waiving of utility fees for medical reasons.

Motion carried.

Cowichan Valley Regional District

Request for a Letter of Support from the Town of Ladysmith for the Cowichan Valley Regional District Trail Initiative

Moved and seconded:

CS 2016-404

That Council provide a letter of support for the Cowichan Valley Regional District Trail Initiative as requested by CVRD staff in their correspondence dated November 30, 2016.

Motion carried.

Volunteer Appreciation – Festival of Lights

Moved and seconded:

CS 2016-405

That Council send letters to the Festival of Lights Society and associated organizations and the organizers of the Old Time Christmas and Candlelight Walk expressing appreciation for well-executed community events.

Motion carried.

QUESTION PERIOD

Members of the public enquired about bio-solids composting, public input in the budgeting process, and the timeliness of the review of best practices for Medical Marihuana Dispensaries.

CLOSED SESSION

CS 2016-406

Moved and seconded:

That this meeting of Council recess at 8:52 p.m. and that Council retire into Closed Session.

Motion carried.

**RISE AND REPORT
ADJOURNMENT**

Council rose from Closed Session at 9:40 p.m. without report.

Moved and seconded:

That this meeting of Council adjourn at 9:40 p.m.

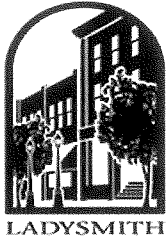
Motion carried.

CS 2016-407

CERTIFIED CORRECT:

Mayor (A. Stone)

Corporate Officer (J. Winter)



**TOWN OF LADYSMITH
MINUTES OF A SPECIAL MEETING OF COUNCIL
MONDAY, DECEMBER 12, 2016
CALL TO ORDER 5:03 P.M.
COUNCIL CHAMBERS, CITY HALL**

COUNCIL MEMBERS PRESENT:

Mayor Aaron Stone
Councillor Joe Friesenhan
Councillor Duck Paterson

Councillor Steve Arnett
Councillor Carol Henderson

Councillor Cal Fradin
Councillor Rob Hutchins

STAFF PRESENT:

Guillermo Ferrero
Sue Bouma

Felicity Adams

Joanna Winter

CALL TO ORDER

Mayor Stone called this Meeting of Council to order at 5:03 p.m.

CLOSED SESSION

CS 2016-408

Moved and seconded:

That, in accordance with section 90(1) of the *Community Charter*, Council retire into closed session at 5:04 p.m. in order to consider items related to the following:

- Strategic discussions regarding municipal objectives 90 (1) (l)
- Human Resources matter 90 (1) (c)

Motion carried.

REGULAR OPEN MEETING

Mayor Stone called this Special Open Meeting to order at 7:36 p.m., recognizing the traditional territory of the Stz'uminus First Nation, acknowledging 5,500 years of history and stewardship and expressing gratitude to be here.

AGENDA APPROVAL

CS 2016-409

Moved and seconded:

That Council approve the agenda for this Special Meeting of December 12, 2016.

Motion carried.

STAFF REPORTS

CS 2016-410

Borrowing for the New Ladysmith Water Filtration Plant

Moved and seconded:

That Council direct staff to:

1. Prepare a bylaw to authorize the Town of Ladysmith to borrow up to six million dollars (\$6,000,000) over 25 years for the construction of a Water Filtration Plant, and
2. Seek elector approval of the borrowing bylaw through an Alternative Approval Process.

Motion carried.

CLOSED SESSION

CS 2016-411

Moved and seconded:

That this Special Meeting of Council recess at 7:58 p.m. and that Council retire into Closed Session.

Motion carried.

RISE AND REPORT

Council rose from Closed Session at 8:46 p.m. with report on the following items:

- Council directed the Mayor, Municipal Services Committee Chair and the City Manager to form a committee to develop a work plan and meeting schedule for the Municipal Services Committee (Committee of the Whole), and to consider a possible name change.
- The monthly verbal reports from advisory committees and community organizations will be replaced with concise written reports based on a template provided by staff.

ADJOURNMENT

CS 2016-412

Moved and seconded:

That this meeting of Council adjourn at 8:47 p.m.

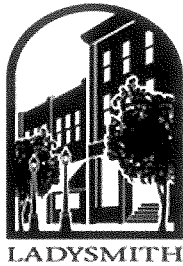
Motion carried.

CERTIFIED CORRECT:

Mayor (A. Stone)

Corporate Officer (J. Winter)

Subject to Adoption



Town of Ladysmith

STAFF REPORT TO COUNCIL

From: Felicity Adams, Director of Development Services
Date: December 19, 2016
File No: 3360-16-03

RE: Bylaw 1921 - Amend Zoning Bylaw to Explicitly Prohibit Retail Sale of Marihuana

RECOMMENDATION:

That under the Bylaw section of tonight's agenda, that Council give first and second reading to Bylaw 1921 and refer the Bylaw to a future public hearing.

PURPOSE:

The purpose of this staff report is to present Bylaw 1921 for consideration of first and second reading.

PREVIOUS COUNCIL DIRECTION

On December 5th, 2016 Council passed the following motion:

"Direct staff to prepare an amendment to the Zoning Bylaw to explicitly prohibit the retail sale of marihuana in all zones; and that after Federal and other regulatory changes are announced, Council consider Town bylaw amendments in relation to the retail sale of medical marihuana."

INTRODUCTION/BACKGROUND:

After reviewing best practices from other B.C. municipalities Council has directed staff to amend the Zoning Bylaw to more explicitly prohibit marihuana retail sales in Ladysmith.

SCOPE OF WORK:

Bylaw 1921 proposes to amend the Zoning Bylaw by:

- i) Amending the definition of 'Sales, Retail' by explicitly stating that the retail sale use does not include marihuana retail sales, as follows:
"Sales, Retail: means the sale of goods, wares, or merchandise to the general public for final consumption. Such sales do not include Building Supply Sales, Marihuana Retail Sales, Wholesale Sales, Liquor Retail Sales, Warehouse Sales, Re-Store sales, or the sale of motor vehicle fuels, heavy agricultural and industrial equipment or products related to a Garden Centre Use or an adult entertainment Use."
- ii) Adding a definition for the use 'marihuana retail sales'; and
- iii) Adding 'marihuana retail sales' as a prohibited use in all Zones.

ALTERNATIVES:

That Council not proceed with Bylaw readings and provide additional direction to staff.

FINANCIAL IMPLICATIONS:

There are costs associated with the statutory notice requirements.

LEGAL IMPLICATIONS:

Possessing and selling marihuana for non-medical purposes is illegal in Canada. Medical Marihuana growing and production is permitted in certain zones in the Town.

CITIZEN/PUBLIC RELATIONS IMPLICATIONS:

A public hearing is required to be held.

INTERDEPARTMENTAL INVOLVEMENT/IMPLICATIONS:

n/a

RESOURCE IMPLICATIONS:

Processing Zoning Bylaw amendments is a core service of the Development Services Department and is within available resouces.

ALIGNMENT WITH SUSTAINABILITY VISIONING REPORT:

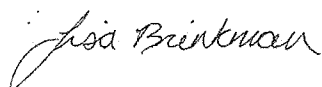
n/a

ALIGNMENT WITH STRATEGIC PRIORITIES:

Effective land use planning and community design is a strategic Council direction.


SUMMARY:

Bylaw 1921 is presented to Council for consideration of first and second reading.



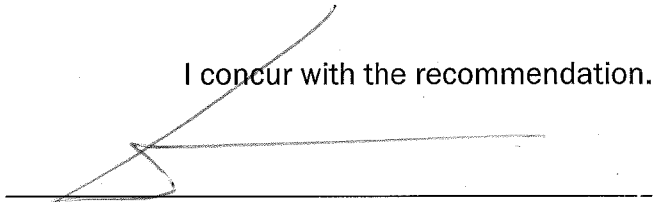
Report Author: Lisa Brinkman, Senior Planner

Reviewed By:



Felicity Adams, Director of Development Services

I concur with the recommendation.



Guillermo Ferrero, City Manager

ATTACHMENT:

Bylaw 1921

TOWN OF LADYSMITH

BYLAW NO. 1921

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

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

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

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

(1) Schedule A - Zoning Bylaw Text of "Town of Ladysmith Zoning Bylaw 2014, No. 1860" is hereby amended as follows:

(a) Section 4.1(a) is hereby amended as follows:

(i) The definition of "*Sales, Retail*" is deleted and the following definition is substituted:

"SALES, RETAIL: means the sale of goods, wares, or merchandise to the general public for final consumption. Such sales do not include *Building Supply Sales, Marihuana Retail Sales, Wholesale Sales, Liquor Retail Sales, Warehouse Sales, Re-Store sales*, or the sale of motor vehicle fuels, heavy agricultural and industrial equipment or products related to a *Garden Centre Use* or an adult entertainment *Use*.

(ii) Add a definition for '*Sales, Marihuana Retail*' following the definition of '*Sales, Liquor Retail*' as follows:

"SALES, MARIHUANA RETAIL: means the sale of marihuana (cannabis) or products containing marihuana.

(b) Section 6.3 'Uses Prohibited in All Zones' is amended by adding the following regulation to Section 6.3(a) as follows:

(i) The following is added and renumbered accordingly:

"vii) A *Marihuana Retail Sales Use*

CITATION

(2) This bylaw may be cited for all purposes as "Town of Ladysmith Zoning Bylaw 2014, No. 1860 Amendment Bylaw (No. 8), 2016, No. 1921".

READ A FIRST TIME on the _____ day of _____,

READ A SECOND TIME on the day of ,

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

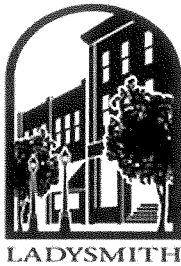
READ A THIRD TIME on the day of ,
on the day of ,

ADOPTED on the day of ,

Mayor (A. Stone)

Corporate Officer (J. Winter)

Town of Ladysmith



STAFF REPORT TO COUNCIL

From: Felicity Adams, Director of Development Services
Joanna Winter, Manager of Legislative Services
Date: December 14, 2016
File No: 3360-15-02

RE: ROAD CLOSURE AND EXCHANGE – HOLLAND CREEK

STAFF RECOMMENDATION

That Council:

1. Approve in principle the Land Exchange Agreement between the Town of Ladysmith and 0963984 BC Ltd. and authorize the Mayor and Corporate Officer to execute the agreement; and
2. Proceed to give first three readings to Road Closure and Dedication Removal Bylaw 2016, No. 1916, under the Bylaws section of tonight's agenda.

PREVIOUS COUNCIL DIRECTION

Council passed resolution CS 2016-221 at its meeting held on June 20, 2016 which contained the following direction related to this staff report:

- Preparation of the required documents to allow for the dedication of the new collector road alignment and sanitary sewer statutory right of way, prior to the adoption of Bylaw 1912.

The other agreements that are pre-conditions for the adoption to Bylaw 1912 are under preparation and will be the subject of a separate staff report.

INTRODUCTION/BACKGROUND:

As a condition of the rezoning for the Holland Creek development, the road access through the lands is to be reconfigured as outlined in the Holland Creek Local Area Plan and the developer's proposal. This will require the closure of a portion of the existing dedicated road, and dedicating the new road over property to be provided by the developer (~1.1ha) in exchange for the area of land containing the current road (~0.85ha). The details of the proposed exchange, including the developer's commitment to a statutory right of way for the Town's sanitary sewer service, are outlined in the attached Land Exchange Agreement (Agreement). The Agreement has been prepared by the Town's legal counsel and is currently under review by the developer.

Highway exchanges are most commonly used where municipalities undertake a community development that requires reconfiguration of the highway network system. Developers provide land for a new highway dedication in exchange for a property elsewhere that has had the highway dedication removed. Municipalities undertaking highway exchanges are required to pass the necessary bylaw that closes and removes the highway. Property owners dedicating their land as highway will need to do so through subdivision.

In accordance with the legislation, closure of a road and removal of the highway dedication must be done by bylaw. Council is also required to provide public notice of its intent to close the road, and to give the public an opportunity to provide input to Council.

SCOPE OF WORK

The Agreement has been drafted by the Town's legal counsel and is currently under review by the developer.

Notice will be placed in the newspaper for the road closure. The Bylaw will be referred to the Ministry of Transportation and Infrastructure for approval as a portion of the property is within 800m of a controlled access highway. Once Council has approved the bylaw and Agreement, staff will execute them.

ALTERNATIVES:

This process is proceeding as previously directed by Council.

FINANCIAL IMPLICATIONS:

The developer is paying the costs associated with the preparation of the Agreement. The land exchange does not involve any exchange of funds.

LEGAL IMPLICATIONS:

No further input from the public or interested parties is permitted to Council about the zoning proposal as the Public Hearing has been held and closed. Public input is permitted on the road closure process only.

Staff will ensure the road closure process is completed in accordance with the legislation.

CITIZEN/PUBLIC RELATIONS IMPLICATIONS:

Staff does not anticipate any significant public reaction to this proposed road closure and concurrent dedication as the concept was discussed during the public's review of the new Holland Creek Local Area Plan and the development proposal. Few members of the public commented on the location of the road when the developer presented the two options; the majority of those that did preferred the new location.

The road concept was also discussed at the technical meetings held with the three land owners in the Holland Creek neighbourhood. The land owner's expectation was that access to "lands beyond" would be maintained as a condition of the closure of the road which is clearly outlined in the Land Exchange Agreement. In addition, there was the potential for the sanitary sewer to be located within a statutory right of way (SRW); however, the developer has revised his plans so that most of the sanitary sewer will be within the road. This was also preferred by the land owners. A small portion will require a SRW which is also a term of the Land Exchange Agreement. This approach will ensure that the land owner or a neighbouring land owner could proceed with the road and sanitary sewer construction. Staff will ensure that the two other property owners that will also utilize this road to access their lands are notified of this road closure and dedication process.

INTERDEPARTMENTAL INVOLVEMENT/IMPLICATIONS:

Development Services is the lead department on the Holland Creek Local Area Plan and rezoning, with support from Legislative Services to ensure statutory requirements are met.

The Director of Infrastructure Services is satisfied with the sanitary sewer located within the road and the location of the SRW on a portion of the development lands.

ALIGNMENT WITH SUSTAINABILITY VISIONING REPORT

This initiative aligns with Sustainability Pillar No. 1 – Complete Community Land Use.

ALIGNMENT WITH STRATEGIC PRIORITIES:

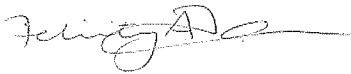
This initiative aligns with Strategic Priority Natural and Built Infrastructure.

SUMMARY:

In accordance with the rezoning pre-conditions for the Holland Creek Development, the Town and the developer will enter into a Land Exchange agreement. This requires the Town to close a current road and transfer the land to the developer in exchange for the developer agreeing to dedicate a new road in the development along with a SRW for sewer on a portion of the development lands.

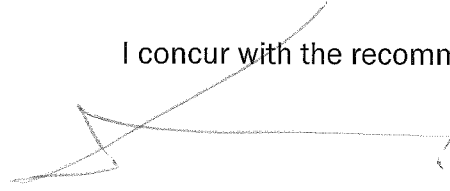


Report Authors: Joanna Winter, Manager of Legislative Service



Felicity Adams, Director of Development Services

I concur with the recommendation.



Guillermo Ferrero, City Manager

ATTACHMENTS:

Land Exchange Agreement
Bylaw 1916

TOWN OF LADYSMITH

BYLAW NO. 1916

A Bylaw To Close And Remove The Dedication Of A Highway

WHEREAS the purpose of this Bylaw is to close to traffic and remove the highway dedication of that part of land shown in heavy outline on Reference Plan EPP63593, for the purpose of disposing of the land to the adjacent landowner for consolidation with the adjacent landowner's lands, in exchange for other land required for highway purposes;

AND WHEREAS the adjacent property owner agrees to dedicate as road the area outlined in black and marked "Dedicated as Road" on Reference Plan EPP63594 attached as Schedule "B".

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

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

1. That portion of laneway shown as "Road" on Reference Plan EPP63593, dedicated as road on Plan EPP44156 and Plan 34532, both of District Lot 103, Oyster District, prepared by Ryan Turner, B.C.L.S., and completed on August 15, 2016, a copy of which is attached as Schedule "A" hereto, is closed to all traffic.
2. The dedication as highway of that part of the road referred to in Section 1 is removed.
3. The Mayor and Corporate Officer are hereby authorized to execute all necessary documents as may be required to carry out the purpose of this bylaw.

CITATION

4. This Bylaw may be cited as "Road Closure and Dedication Removal Bylaw 2016, No. 1916".

READ A FIRST TIME on the _____,

READ A SECOND TIME on the _____,

READ A THIRD TIME on the _____,

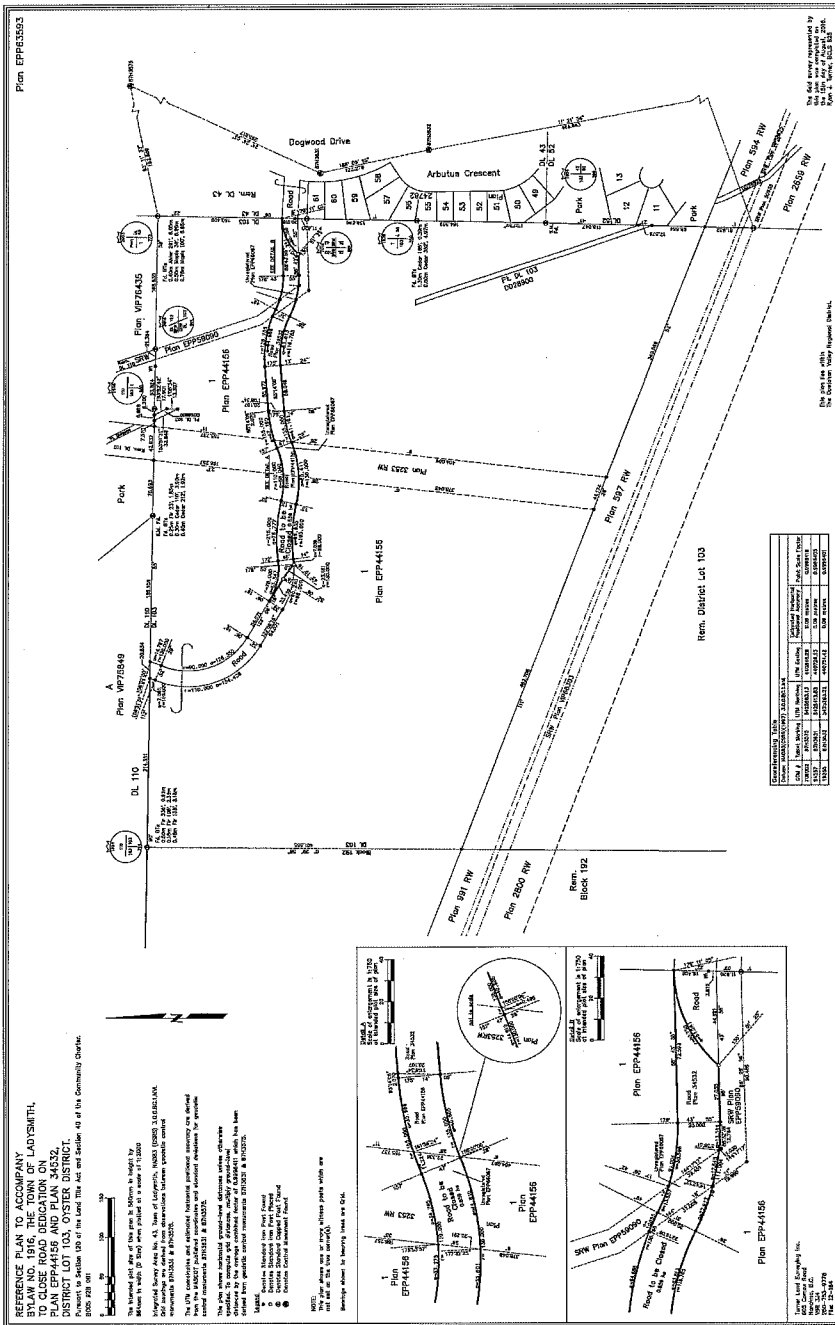
APPROVED BY THE MINISTER OF TRANSPORTATION AND INFRASTRUCTURE on the _____ day of _____,

ADOPTED on the _____ day of _____,

Mayor (A. Stone)

Corporate Officer (J. Winter)

Schedule "A" to Bylaw No. 1916 - Road Closure Plan



LAND EXCHANGE AGREEMENT

THIS AGREEMENT dated for reference this ____ day of _____, 2016.

BETWEEN:

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

(the "Town")

OF THE FIRST PART

AND:

0963984 B.C. LTD.
(Inc. No. BC0963984)
c/o Box 41047 RPO Woodgrove
Nanaimo, BC V9T 6M7

(the "Developer")

OF THE SECOND PART

WHEREAS:

- A. The Town intends to close up and raise title to that part of land shown in heavy outline on Reference Plan EPP63593, dedicated as road on Plan EPP44156 and Plan 34532, both of District Lot 103, Oyster District, which is attached as Schedule "A" to this Agreement (the "**Closed Road Lands**");
- B. The Developer is the owner of:

PID 029-573-271
Lot 1 Block 192 District Lot 103 Oyster District Plan EPP44156

(the "**Developer's Lands**");
- C. The Developer wishes to obtain title to the Closed Road Lands in order to further its development of the Developer's Lands;
- D. The Town intends to transfer the Closed Road Lands to the Developer in exchange for the Developer agreeing to dedicate as road the area outlined in black and marked "Dedicated as Road" on Reference Plan EPP63594 attached as Schedule "B" to this Agreement (the "**New Road**"), and to provide the City with statutory right of way for sanitary sewer purposes in the form contained as Schedule "C" to this Agreement over the area contained in the plan attached as Schedule "D" to this Agreement (the "**Sanitary Sewer SRW**")

NOW THEREFORE in consideration of the mutual covenants and agreements contained in this Agreement, the parties agree as follows:

1.0 DEFINITIONS

1.1 In this Agreement the following terms shall have the following meanings:

"**Agreement**" means this Agreement, including its Recitals and Schedules;

"**Approving Officer**" means the approving officer of the Town of Ladysmith;

"**Closing Date**" means March 31, 2017 or such earlier date as may be agreed to by the Parties;

"**Permitted Encumbrances**" means all exceptions, reservations, legal notations, liens, charges, and encumbrances listed in attached Schedule "E" to this Agreement

2.0 LAND EXCHANGE

2.1 The Town agrees to transfer to the Developer the Closed Road Lands in exchange for the Developer agreeing to dedicate the New Road for highway purposes, and registering Plan EPP63594 effecting thereby the dedication of the New Road and consolidating it with the Developer's Lands.

2.2 Title

Title to the Closed Road Lands shall be free of all charges and encumbrances save and except the reservations, limitations and provisos contained in the original grant thereof from the Crown, building, zoning or other municipal or governmental regulations, and the Permitted Encumbrances.

Title to the New Road shall be free of all charges and encumbrances save and except the reservations, limitations and provisos contained in the original grant thereof from the Crown, building, zoning or other municipal or governmental regulations, and the Permitted Encumbrances.

The Sanitary Sewer SRW shall be granted to the Town in priority to all charged and encumbrances save and except the reservations, limitations and provisos contained in the original grant thereof from the Crown, building, zoning or other municipal or governmental regulations, and the Permitted Encumbrances.

2.3 Adjustments

(a) Adjustments of taxes, insurance premiums, water, sewer, electrical and garbage rates and other items subject to adjustment shall be made as of the Closing Date.

- (b) All taxes (including penalty taxes), rates, local improvements and other charges of a like nature that are payable prior to the Closing Date with respect to the Closed Road Lands shall be paid by the Town.
- (c) All taxes (including penalty taxes), rates, local improvements and other charges of a like nature that are payable prior to the Closing Date with respect to the New Road shall be paid by the Developer,

2.4 Land – “As is, where is”

- (a) The Developer acknowledges and agrees with the Town that the Developer is obtaining the Closed Road Lands on an “as is, where is” basis and, without limiting the generality of the foregoing, the Developer has and hereafter will continue to use its own due diligence, resources and independent investigations to satisfy itself on every aspect, thing and matter relating to or in connection with the Closed Road Lands.
- (b) The Town acknowledges and agrees with the Developer that the Town is obtaining the New Road on an “as is, where is” basis and, without limiting the generality of the foregoing, the Town has and hereafter will continue to use its own due diligence, resources and independent investigations to satisfy itself on every aspect, thing and matter relating to or in connection with the New Road.

3.0 REPRESENTATIONS AND WARRANTIES

3.1 Town's Representations and Warranties

The Town represents and warrants to the Developer that as of the date of this Agreement and the Closing Date:

- (a) the Town is not a non-resident of Canada within the meaning of the *Income Tax Act* (Canada);
- (b) the Town is a body corporate validly existing under the laws of British Columbia and duly qualified to own the Closed Road Lands and has the capacity to enter into this Agreement.

3.2 Survival of the Town's Representations and Warranties

The representations and warranties contained in section 3.1 shall survive the Closing Date and shall continue in full force and effect for the benefit of the Developer after the Closing Date notwithstanding any independent inquiry or investigation by the Developer.

3.3 The Developer's Representations and Warranties

The Developer represents and warrants to the Town that:

- (a) as of the Closing Date and the date of this Agreement, it is a body corporate duly registered and validly existing under the laws of Canada and has or will have on or before the Closing Date taken all necessary corporate action to authorize and approve the execution and delivery of this Agreement and the transactions contemplated herein; and
- (b) it is acquiring the Closed Road Lands for the purpose of consolidating the Closed Road Lands with the Developer's Lands.

3.4 The representations and warranties contained in section 3.3 shall survive the Closing Date and shall continue in full force and effect for the benefit of the Town after the Closing Date notwithstanding any independent inquiry or investigation by the Town.

4.0 RISK/POSSESSION

4.1 The Passing of Risk

The Closed Road Lands are at the risk of the Town until completion of the closing under Article 5.0. The New Road is at the risk of the Developer until dedicated.

4.2 Possession

The Developer shall have the right to vacant possession of the Closed Road Lands on the Closing Date, subject only to:

- (a) all exceptions, reservations, provisos contained in the original Crown grant;
- (b) the Permitted Encumbrances; and
- (c) any accommodation required by one or more operator of utilities pursuant to section 41(4) of the *Community Charter*, S.B.C. 2004 c. 26, including any easement or statutory rights of way.

4.3 The Town shall have the right to vacant possession of the New Road on the Closing Date, subject only to:

- (a) all exceptions, reservations, provisos contained in the original Crown grant; and
- (b) the Permitted Encumbrances;

5.0 CLOSING AND DEPOSIT PROCEDURE

5.1 The Closing and the Deposit

The closing of the transfer of the Closed Road Lands, the deposit of the reference plan dedicating the New Road and consolidating the Closed Road

Lands with the Developer's Lands (the "Reference Plan") and the registration of the Sanitary Sewer SRW will occur on the Closing Date and will occur concurrently. It will be a condition of the closing and deposit that execution and delivery of all documents expressly contemplated by this Agreement and the acceptance for registration of the appropriate documents in the Land Title Office, all pursuant to this Agreement, shall be concurrent requirements and it is agreed that nothing will be complete at closing until such condition has been met.

5.2 The Town's Documents

On or before the Closing Date, the Town shall deliver to the Developer the following:

- (a) a duly executed registrable Form A - Freehold Transfer (the "Transfer") transferring the Closed Road Lands to the Developer free and clear of all liens, charges and encumbrances except for the Permitted Encumbrances; and
- (b) the Sanitary Sewer SRW; and
- (c) such other documents and assurances as may be reasonably required by the Town to give full effect to the intent and meaning of this Agreement.

5.3 The Developer's Documents

On or before the Closing Date, the Developer shall deliver to the Town the following:

- (a) a certificate regarding GST registration and status executed by the Developer; and
- (b) such other documents and assurances as may be reasonably required by the Town to give full effect to the intent and meaning of this Agreement.

5.4 Preparation of Closing Documents

The Transfer, the certificate regarding GST registration and status of the Developer, and the Sanitary Sewer SRW will be prepared by the Developer's solicitor and delivered to the Town's solicitors at least five (5) days before the Closing Date, for execution by the Town.

The closing documents referred to in section 5.2 will be delivered to the Developer's solicitors on or before the Closing Date.

5.5 Registration

The Developer will cause its solicitors to concurrently file the Transfer the Sanitary Sewer SRW and the Reference Plan in the Victoria Land Title Office, all on an all or nothing basis, promptly following the receipt by the Developer's

solicitors of the documents and assurances referred to in section 5.2 on the Closing Date.

5.6 Concurrent Requirements

It is a condition of this Agreement that all requirements of this Article 5.0 are concurrent requirements and it is specifically agreed that nothing will be completed on the Closing Date until everything required to be paid, executed, delivered and registered on the Closing Date has been so paid, executed, delivered and registered including the Reference Plan.

5.7 Election

If on the Closing Date any of the representations or warranties made by the either Party are untrue (in any material respect) or either Party is in default in any material respect under any of the covenants and agreements to be observed or performed by the other Party under this Agreement, the Party may elect not to complete the purchase of the Property under this Agreement or to complete the purchase of the Property under this Agreement, in either case without prejudice to any rights or remedies the Party may have in respect of the other Party's breach or default.

6.0 **CONDITIONS PRECEDENT**

6.1 The obligation of the Town to complete the obligations contemplated in this Agreement on the Completion Date is subject to the following conditions precedent (the "**Conditions Precedent**") being satisfied within the time herein provided:

- (a) Subject to the Council of the Town of Ladysmith passing a bylaw under section 40 of the *Community Charter* closing the highway contained in the Closed Road Lands in accordance with the restrictions contained in that section, registration of the bylaw in the Victoria Land Title Office and the Town filing a letter in the Land Title Office regarding the removal of the right of resumption under the Resumption of Highways Regulation, B.C. Reg. 245/2004, all on or before the Closing Date;
- (b) Subject to approval by the Council of the Town of Ladysmith in its sole discretion of the sale of the Closed Road Lands on the terms and conditions set out in this Agreement on or before the Closing Date;
- (c) Subject to completion of the public notice requirements prescribed under section 26 of the *Community Charter* on or before the Closing Date; and
- (d) Subject to the Town's approving officer approving of the Reference Plan on or before the Closing Date;
- (e) Subject to approval of the location of the New Road by the British Columbia Hydro and Power Authority on or before the Closing Date; and

(f) Subject to the Developer executing the Sanitary Sewer SRW and delivering same to the Town on or before the Closing Date.

6.2 If any of the Conditions Precedent have not been satisfied, unless the Developer and the Town agree to extend the dates for removal thereof, this Agreement shall be null and void. The parties agree that this Agreement shall become an unconditional contract upon the satisfaction or waiver of all of the Conditions Precedent within the time limits indicated.

6.3 In consideration of the sum of TEN (\$10.00) DOLLARS, non-refundable, paid by the Town to the Developer, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Developer, the Developer agrees not to revoke the offer contained herein while this Agreement remains subject to any of the Conditions Precedent.

7.0 MISCELLANEOUS

7.1 Time

Time is of the essence of this Agreement and the transactions contemplated in this Agreement notwithstanding the extension of any of the dates under this Agreement.

7.2 Relationship of the Parties

(a) Nothing in this Agreement shall be construed so as to make the Developer a partner of the Town or the Developer an owner of the Closed Road Lands for any purpose, including the *Builders Lien Act*, until the completion of the transfer contemplated by this on the Closing Date, and the Town shall indemnify and save the Developer harmless from any and all costs, expenses, damages, claims, or liabilities which may be incurred with respect to the Closed Road Lands before the Closing Date which the Developer is not obligated to assume under this Agreement, and this provision shall survive the Closing Date or the termination of this Agreement.

(b) Nothing in this Agreement shall be construed so as to make the Town an owner of the New Road for any purpose, including the *Builders Lien Act*, until the deposit of a reference plan approved by the Town and dedicating the New Road for highway purposes. The Developer shall indemnify and save the Town harmless from any and all costs, expenses, damages, claims or liabilities which may be incurred with respect to the Developer's Lands or the New Road before deposit of such a reference plan, and this provision shall survive the deposit of the reference plan or the termination of this Agreement.

7.3 Notices

- (a) Each notice sent pursuant to this Agreement ("**Notice**") shall be in writing and shall be sent to the relevant party at the relevant address, facsimile number or e-mail address set out below. Each such Notice may be sent by registered mail, by commercial courier, by facsimile transmission, or by electronic mail.

The Contact Information for the parties is:

Town of Ladysmith PO Box 220, 410 Esplanade Ladysmith, BC V9G 1A2 Attention: Ms. Joanna Winter, E-mail: jwinter@ladysmith.ca	0963984 B.C. Ltd. c/o Box 41047 RPO Woodgrove Nanaimo, BC V9T 6M7 Attention: E-mail:
--	--

- (b) Each Notice sent by electronic mail ("E-Mail Notice") must show the e-mail address of the sender, the name or e-mail address of the recipient, and the date and time of transmission, must be fully accessible by the recipient, and unless receipt is acknowledged, must be followed within twenty-four (24) hours by a true copy of such Notice, including all addressing and transmission details, delivered (including by commercial courier) or sent by facsimile transmission.
- (c) Subject to section 7.3(e) through (g) each Notice shall be deemed to have been given or made at the following times:
- (i) if delivered to the address (including by commercial courier), on the day the Notice is delivered;
 - (ii) if sent by registered mail, seven (7) days following the date of such mailing by sender;
 - (iii) if sent by facsimile transmission, on the date the Notice is sent by facsimile transmission; or
 - (iv) if sent by electronic mail, on the date the E-Mail Notice is sent electronically by e-mail by the sender.
- (d) If a Notice is delivered, sent by facsimile transmission or sent by electronic mail after 4:00 p.m., or if the date of deemed receipt of a Notice falls upon a day that is not a Business Day, then the Notice shall be deemed to have been given or made on the next Business Day following.

- (e) Notice given by facsimile transmission in accordance with the terms of this section 7.3 will only be deemed to be received by the recipient if the sender's facsimile machine generates written confirmation indicating that the facsimile transmission was sent.
- (f) If normal mail service, facsimile or electronic mail is interrupted by strike, slow down, force majeure or other cause beyond the control of the parties, then a Notice sent by the impaired means of communication will not be deemed to be received until actually received, and the party sending the Notice shall utilize any other such services which have not been so interrupted or shall personally deliver such Notice in order to ensure prompt receipt thereof.
- (g) Each Party shall provide Notice to the other Party of any change of address, facsimile number, or e-mail address of such Party within a reasonable time of such change.

7.4 Further Assurances

Each of the parties shall, at the expense of the other party, execute and deliver all such further documents and do such further acts and things as the other party may reasonably request from time to time to give full effect to this Agreement.

7.5 Assignment

The Developer may assign its rights under this Agreement with the prior written consent of the Town, which may be unreasonably withheld.

7.6 Non-merger

None of the provisions of this Agreement shall merge in the transfer of the Closed Road Lands, the dedication of the New Road or any other document delivered on the Closing Date, and the provisions of this Agreement shall survive the Closing Date.

7.7 Certificates

Wherever this Agreement provides for a certificate from a party, that certificate shall be signed by a responsible officer of a party, that certificate shall state that the officer has made reasonable and prudent inquiries to determine the accuracy of the matter certified and that certificate shall be deemed to constitute a representation and warranty or a covenant, as the case may be, by the party whose officer signed the certificate.

7.8 Payment of Fees

The Developer shall be responsible for all registration fees payable in connection with registration of the Transfer of the Closed Road Lands as well as all registration fees payable in connection with the deposit of the Reference Plan.

The Developer shall also be responsible for all costs the Town incurs in surveying, advertising and Land Title Office costs and fees incurred by the Town in connection with closing, raising title to and disposing of the the Closed Road Lands.

7.9 Property Transfer Tax and Goods and Services Tax

The Developer shall pay any Property Transfer Tax and Goods and Services Tax payable in respect of the conveyance of the Closed Road Lands to the Developer. On the Closing Date, the Developer will pay to the Town, as agent for Her Majesty the Queen in right of Canada, in addition to any amount owing as a result of an adjustment made under section 2.4, the amount of GST exigible in respect of the transactions contemplated in this Agreement or, if the Developer is registered for GST purposes on the Closing Date, the Developer may self-assess the GST and account directly to the Canada Revenue Agency therefor, if the Developer provides the Town with a certificate signed by an officer of the Developer confirming the Developer's registration number and the Developer's registered status.

7.10 Binding Effect

This Agreement shall enure to the benefit of and be binding upon the parties, their respective heirs, executors, administrators, and other legal representatives and, to the extent permitted in this Agreement, their respective successors and assigns.

7.11 No Derogation from Statutory Powers

Nothing in this Agreement shall be interpreted as prejudicing or impairing the Town, the Town's Corporate Officer or the Approving Officer in the exercise of any statutory legislative powers under the *Local Government Act*, the *Community Charter* or any other enactment all of which may be executed as if this Agreement had not been exercised.

7.12 Extended Meanings

Words importing the singular number include the plural and vice versa, and words importing the masculine gender include the feminine and neuter genders.

7.13 Headings

The headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

7.14 Articles

For the purposes of this Agreement, except as otherwise expressly provided herein all references in this Agreement to an article, section, subsection, paragraph, or other subdivision, or to a schedule, is to the article, section,

subsection, paragraph or other subdivision of or schedule to this Agreement unless otherwise specifically stated.

7.15 Applicable Law

This Agreement shall be interpreted in accordance with the laws of British Columbia.

7.16 Waiver

Except as may be specifically agreed in writing, no action or failure to act by a party to this Agreement shall constitute a waiver of any right or duty afforded any of them under this Agreement nor shall any such action or failure to act constitute an approval of or acquiescence in any breach of this Agreement.

7.17 Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter of the Agreement and contains all of the representations, warranties, covenants and agreements of the respective parties, and may not be amended or modified except by an instrument in writing executed by all parties. This Agreement supersedes all prior agreements, memoranda, and negotiations between the parties.

7.18 Schedules

The Schedules attached to this Agreement form part of this Agreement.

7.19 Counterpart

This Agreement may be executed in counterpart with the same effect as if both parties had signed the same document. Each counterpart shall be deemed to be an original. All counterparts shall be construed together and shall constitute one and the same Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement.

TOWN OF LADYSMITH, by its authorized signatory(ies):)

_____)
Name:)

_____)
Name:)

0963984 B.C. LTD., by its
authorized signatory(ies):

)
)
)
)
)
)
)
)
)
)

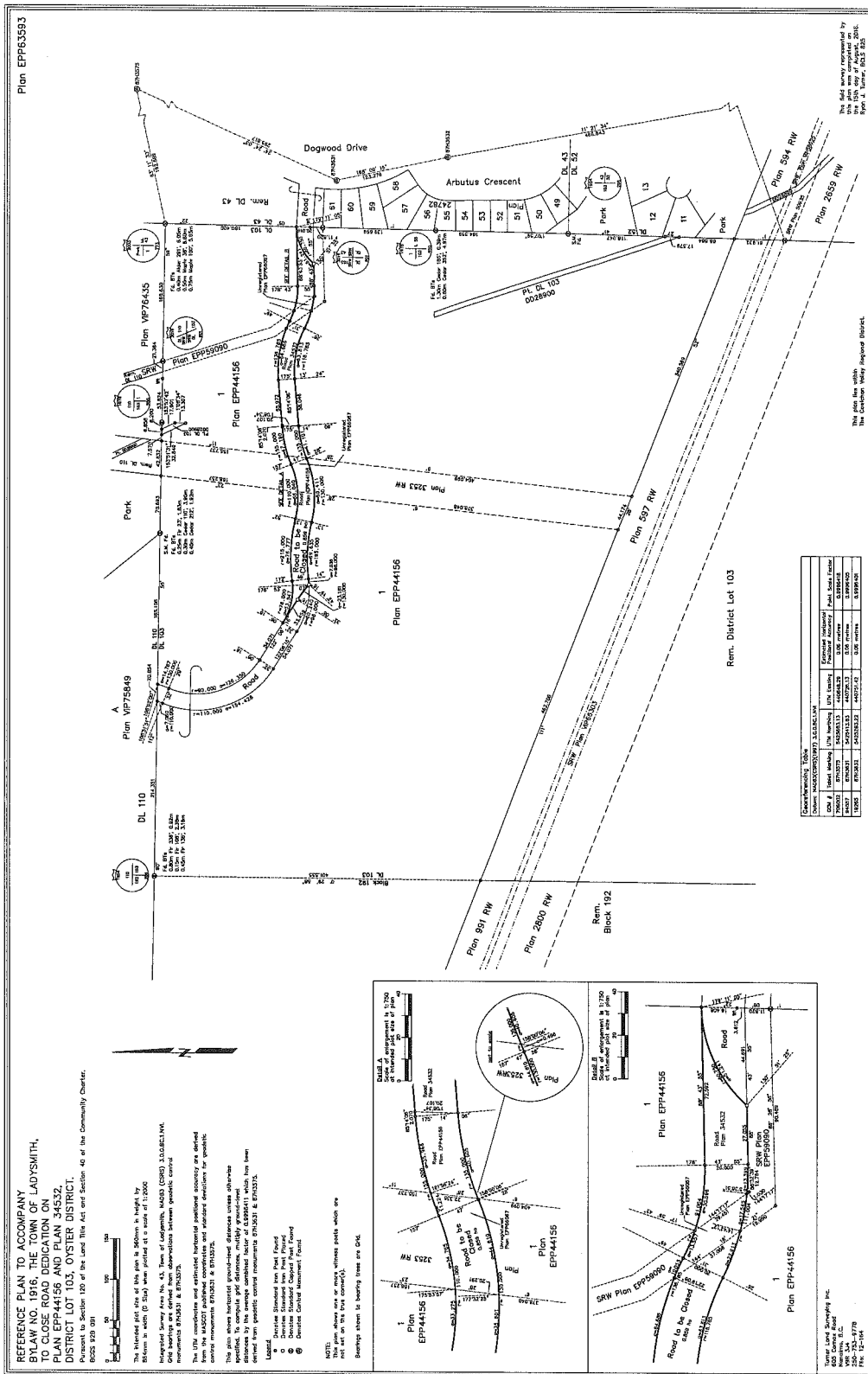
Name:

Name:

DRAFT

SCHEDULE "A"

Reference Plan EPP63593



REFERENCE PLAN TO ACCOMPANY
BY LAW NO. 1916, THE TOWN OF LADYSMITH,
TO CLOSE ROAD DEDICATION ON
PLAN EPP4156 AND PLAN 34532,
DISTRICT LOT 103, OYSTER DISTRICT.
 Pursuant to Section 126 of the Land Title Act and Section 46 of the Community Charter.
 S25 250 581

The intended size of this plan is 840mm in height by 1200mm in width (to include any printed or scanned information).
 The UTM coordinates and established horizontal positional accuracy are derived from the GNSS measurements and the accuracy of the GNSS measurements is stated in the UTM coordinates.
 The site shows existing and proposed setbacks unless otherwise specified. In complete grid distance, multiply ground-level dimensions by the appropriate correction factor and add/subtract from feet.
Legend:
 o Existing Standard Iron Post Found
 o Existing Standard Copper Post Found
 o Existing Corner Measurement Point
 o Existing Corner Measurement Point
NOTES:
 1. This plan shows lots and many, unless noted, which are not set on this first corner.
 2. Setbacks shown in bearing lines are 5m.

Detail A
 Scale: 1:200
 Detail B
 Scale: 1:200

Correspondence Table

Plan	Block	Lot	UTM Northing	UTM Easting	Reference Station	Point Name	UTM Northing	UTM Easting	Point Name
EPP4156	192	103	5222121.33	482223.13	CHC02	CHC02	5222121.33	482223.13	CHC02
EPP4156	192	103	5222121.33	482223.13	CHC03	CHC03	5222121.33	482223.13	CHC03

Detail A
 Scale: 1:200
Detail B
 Scale: 1:200

Legend:
 o Existing Standard Iron Post Found
 o Existing Standard Copper Post Found
 o Existing Corner Measurement Point
 o Existing Corner Measurement Point

NOTES:
 1. This plan shows lots and many, unless noted, which are not set on this first corner.
 2. Setbacks shown in bearing lines are 5m.

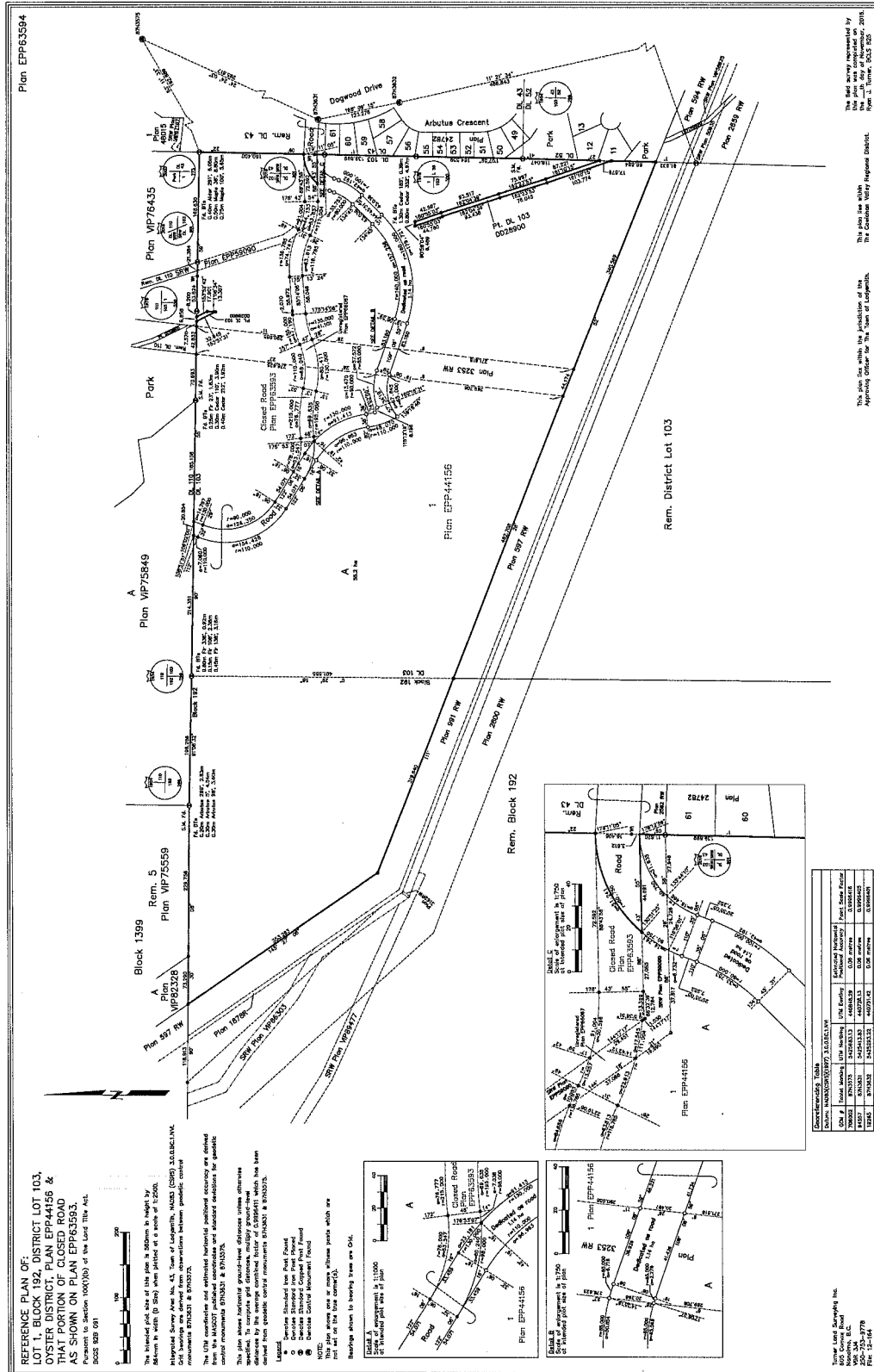
Correspondence Table

Plan	Block	Lot	UTM Northing	UTM Easting	Reference Station	Point Name	UTM Northing	UTM Easting	Point Name
EPP4156	192	103	5222121.33	482223.13	CHC02	CHC02	5222121.33	482223.13	CHC02
EPP4156	192	103	5222121.33	482223.13	CHC03	CHC03	5222121.33	482223.13	CHC03

NOTES:
 1. This plan shows lots and many, unless noted, which are not set on this first corner.
 2. Setbacks shown in bearing lines are 5m.

SCHEDULE "B"

Reference Plan EPP63594



REFERENCE PLAN OF:
LOT 1, BLOCK 192, DISTRICT LOT 103,
OYSTER DISTRICT, PLAN EPP44156 &
THAT PORTION OF CLOSED ROAD
AS SHOWN ON PLAN EPP63594.

As shown on plan EPP63594.

AS SHOWN ON PLAN EPP63594.

AS SHOWN ON PLAN EPP63594.

AS SHOWN ON PLAN EPP63594.

AS SHOWN ON PLAN EPP63594.

AS SHOWN ON PLAN EPP63594.

AS SHOWN ON PLAN EPP63594.

AS SHOWN ON PLAN EPP63594.

AS SHOWN ON PLAN EPP63594.

AS SHOWN ON PLAN EPP63594.

AS SHOWN ON PLAN EPP63594.

AS SHOWN ON PLAN EPP63594.

AS SHOWN ON PLAN EPP63594.

AS SHOWN ON PLAN EPP63594.

AS SHOWN ON PLAN EPP63594.

AS SHOWN ON PLAN EPP63594.

AS SHOWN ON PLAN EPP63594.

AS SHOWN ON PLAN EPP63594.

AS SHOWN ON PLAN EPP63594.

AS SHOWN ON PLAN EPP63594.

AS SHOWN ON PLAN EPP63594.

AS SHOWN ON PLAN EPP63594.

AS SHOWN ON PLAN EPP63594.

AS SHOWN ON PLAN EPP63594.

AS SHOWN ON PLAN EPP63594.

AS SHOWN ON PLAN EPP63594.

AS SHOWN ON PLAN EPP63594.

AS SHOWN ON PLAN EPP63594.

AS SHOWN ON PLAN EPP63594.

AS SHOWN ON PLAN EPP63594.

AS SHOWN ON PLAN EPP63594.

AS SHOWN ON PLAN EPP63594.

AS SHOWN ON PLAN EPP63594.

AS SHOWN ON PLAN EPP63594.

AS SHOWN ON PLAN EPP63594.

AS SHOWN ON PLAN EPP63594.

AS SHOWN ON PLAN EPP63594.

AS SHOWN ON PLAN EPP63594.

AS SHOWN ON PLAN EPP63594.

AS SHOWN ON PLAN EPP63594.

AS SHOWN ON PLAN EPP63594.

AS SHOWN ON PLAN EPP63594.

AS SHOWN ON PLAN EPP63594.

AS SHOWN ON PLAN EPP63594.

AS SHOWN ON PLAN EPP63594.

AS SHOWN ON PLAN EPP63594.

AS SHOWN ON PLAN EPP63594.

AS SHOWN ON PLAN EPP63594.

AS SHOWN ON PLAN EPP63594.

AS SHOWN ON PLAN EPP63594.

AS SHOWN ON PLAN EPP63594.

AS SHOWN ON PLAN EPP63594.

AS SHOWN ON PLAN EPP63594.

AS SHOWN ON PLAN EPP63594.

AS SHOWN ON PLAN EPP63594.

AS SHOWN ON PLAN EPP63594.

AS SHOWN ON PLAN EPP63594.

AS SHOWN ON PLAN EPP63594.

AS SHOWN ON PLAN EPP63594.

AS SHOWN ON PLAN EPP63594.

AS SHOWN ON PLAN EPP63594.

AS SHOWN ON PLAN EPP63594.

AS SHOWN ON PLAN EPP63594.

AS SHOWN ON PLAN EPP63594.

AS SHOWN ON PLAN EPP63594.

AS SHOWN ON PLAN EPP63594.

AS SHOWN ON PLAN EPP63594.

AS SHOWN ON PLAN EPP63594.

AS SHOWN ON PLAN EPP63594.

AS SHOWN ON PLAN EPP63594.

AS SHOWN ON PLAN EPP63594.

AS SHOWN ON PLAN EPP63594.

AS SHOWN ON PLAN EPP63594.

Block	Lot	Plan	Area	Owner	Notes
1399	5	WP75559	0.20	...	...
1399	6	VP75849	0.20	...	...
1399	7	MP75435	0.20	...	...
192	122	997 RW	0.20	...	...
192	122	2000 RW	0.20	...	...
103	103	997 RW	0.20	...	...
103	103	2000 RW	0.20	...	...

Surveyed and shown on Plan EPP63594.

Surveyed and shown on Plan EPP63594.

Surveyed and shown on Plan EPP63594.

Surveyed and shown on Plan EPP63594.

SCHEDULE "C"
Sanitary Sewer Statutory Right of Way

TERMS OF INSTRUMENT - PART 2

WHEREAS:

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

PID 029-573-271
Lot 1 Block 192 District Lot 103 Oyster District Plan EPP44156

(the "**Lands**")
- B. The Transferee is the Town of Ladysmith;
- C. This Right of Way is necessary for the operation and maintenance of the Transferee's undertaking as described in Recital D;
- D. To facilitate the installation of a system of sewerage works/drainage works including all related pipes, valves, fittings, facilities, equipment, signage, outfalls, culverts and appurtenances (the "**Works**"), the Transferor has agreed to permit the construction by the Transferee of the Works on a portion of the Lands and to grant for that purpose the Right of Way in Section 1.1 of this agreement (the "**Agreement**").

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

8.0 THE TRANSFEROR:

- 8.1 grants, conveys, confirms and transfers, in perpetuity, to the Transferee the full, free and uninterrupted right, license, liberty, privilege, easement, permission and right of way to lay down, install, erect, construct, entrench, operate, maintain, repair, inspect, alter, remove, replace, bury, cleanse, string, and otherwise establish one or more systems of Works upon, over, under and across the Lands (the "**Right of Way**");
- 8.2 covenants and agrees to and with the Transferee that the Transferee shall:

- (a) for itself and its agents, workers, contractors and all other licensees of the Transferee;
- (b) together with machinery, vehicles, equipment, and materials;
- (c) upon, over, under and across the Right of Way;
- (d) as may be necessary, useful, or convenient for the purposes in section 1.1; and
- (e) in connection with the operations of the Transferee in relation to the Works;
- (f) or other works of the Transferee on adjacent land.

be entitled at all times to enter, use, pass and repass, labour, construct, erect, install, dig, carry away soil or other surface or subsurface materials, and clear of all trees, growth, buildings or obstructions now or hereafter in existence upon, over, under and across the Right of Way;

- 8.3 grants, conveys, confirms and transfers unto the Transferee for itself, and its employees, agents, workers, contractors and all other licensees of the Transferee together with machinery, vehicles, equipment and materials, the right at all times to enter upon and to pass and repass over such of the Lands of the Transferor as may reasonably be required for the purpose of ingress to and egress from the Right of Way;
- 8.4 transfers, assigns and conveys to the Transferee all right, title and interest in and to any Works that the Transferee, or the Transferor have prior to this Agreement established or constructed or maintained or operated within the Right of Way or in relation to any similar Works previously constructed by any party whatsoever within the Right of Way;
- 8.5 grants unto the Transferee the license, permission, easement and Right of Way to lay down, install, erect, construct, operate, maintain, repair, inspect, alter, remove, replace, cleanse, string, and otherwise establish one or more temporary systems of works upon the Lands of the Transferor, in the event of a breakdown or malfunction of the Works;

9.0 THE TRANSFEROR COVENANTS:

- 9.1 not, and not to permit any other person, to erect, place, install or maintain any building, structure, addition to a building or structure, mobile home, paved driveway or patio, pipe, wire or other conduit on, over or under any portion of the Right of Way within 3 metres of the Works;
- 9.2 not to do anything that in any way interferes with or damages or prevents access to or is likely to cause harm to the Works installed in or upon the Right of Way;

- 9.3 not to do or knowingly permit to be done any act or thing which will interfere with or injure the Works and in particular, without limitation, will not carry out any blasting on the Right of Way without the consent in writing of the Transferee, and consent shall not be unreasonably withheld;
- 9.4 not to substantially add to or diminish the soil cover over any of the Works installed in the Right of Way and in particular, without limitation, will not construct open drains or ditches along or across any of the Works installed in the Right of Way without the consent of the Transferee, and consent shall not be unreasonably withheld;
- 9.5 from time to time and at all times at the reasonable request and at the cost of the Transferee to do and execute or cause to be made, done or executed any further and other lawful acts, deeds, things, devices, conveyances and assurances in law required to ensure the Transferee of its rights under this Agreement;

10.0 THE TRANSFEREE COVENANTS:

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

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

- 11.1 In spite of any rule of law or equity to the contrary, the Works brought on to, set, constructed, laid, erected in, upon or under the Right of Way by the Transferee shall at all times remain the property of the Transferee, even if the Works are

annexed or affixed to the freehold, and the Works shall at any time and from time to time be removable in whole or in part by the Transferee;

- 11.2 In the event that the Transferee abandons the Works or any part of them, the Transferee may, if it so elects, leave the whole or any part of the Works in place and if so abandoned the Works, or part thereof, shall become the property of the Transferor;
- 11.3 No part of the title in fee simple to the Lands of the Transferor shall pass to or be vested in the Transferee under or by virtue of this Agreement, and the Transferor may fully use and enjoy all of the Lands of the Transferor subject only to the rights and restrictions in this Agreement;
- 11.4 The Transferor acknowledges that (a) these Covenants are enforceable against the Transferor and his successors in title, but (b) the Transferor is not personally liable for breach of these Covenants after the Transferor has ceased to be the owner of the Lands;
- 11.5 If at the date hereof the Transferor is not the sole registered owner of the Lands of the Transferor, this Agreement shall nevertheless bind the Transferor to the full extent of his interest therein, and if he acquires a greater or the entire interest in fee simple, this Agreement shall likewise extend to such after-acquired interests;
- 11.6 Where the expression "Transferor" includes more than one person, all covenants made by the Transferor shall be construed as being several as well as joint with respect to all persons constituting the Transferor;
- 11.7 This Agreement shall continue to benefit and be binding upon the Transferor and Transferee, and their respective heirs, administrators, executors, successors and permitted assigns, as the case may be;
- 11.8 Gender specific terms include both genders and corporations, and the singular and plural forms are interchangeable, according to the context;

12.0 PRIORITY AGREEMENT

- 12.1 *, as the registered holder of a charge by way of * against the within described property, which said charge is registered in the Land Title Office at Victoria, British Columbia, under number *, for and in consideration of the sum of One Dollar (\$1.00) paid by the Transferee to the said Chargeholder (the receipt whereof is hereby acknowledged), agrees with the Transferee, its successors and assigns, that the within Right of Way shall be an encumbrance upon the within described property in priority to the said charge in the same manner and to the same effect as if it had been dated and registered prior to the said charge.

The Transferor and Transferee acknowledge that this Agreement has been duly executed and delivered by the parties executing Forms C and D (pages 1 and 2) attached hereto.

SCHEDULE "D"
Sanitary Sewer Statutory Right of Way Plan
[to be inserted]



SCHEDULE "E"

Permitted Encumbrances

1. The exceptions and reservations referred to in section 35(7) of the *Community Charter*.
2. The exceptions referred to in section 23 of the *Land Title Act*.
3. Charges:

Exceptions and Reservations M76300
Statutory Right of Way EB73744
Statutory Right of Way EV86326
Statutory Right of Way FB473096
Covenant CA4418777
Statutory Right of Way CA5086200
Undersurface and Other Exc & Res CA5357623

DRAFT



Town of Ladysmith

STAFF REPORT TO COUNCIL

From: Erin Anderson, Director of Financial Services
For Meeting Date: December 19, 2016
File No:

RE: 2017 – 2021 Financial Plan Discussion dates

RECOMMENDATION:

That Council authorize the following schedule of meetings to review the 2017 – 2021 Financial Plan:

- Monday, January 16th – preliminary 2017 operating and capital budgets
- Monday, January 23rd – first budget workshop at a special Municipal Services meeting
- Monday, January 30th – second budget workshop at a special Municipal Services meeting
- Monday, February 20th – presentation of the 2017 – 2021 Financial Plan at a regular Council meeting

PURPOSE:

To establish dates for the discussion of the 2017-2021 Financial Plan.

PREVIOUS COUNCIL DIRECTION:

n/a

INTRODUCTION/BACKGROUND:

Each year a new 5-year financial plan is required to be presented to Council and adopted prior to May 15th. The *Community Charter* provides direction for completing the Financial Plan, which includes the requirement of Council to “undertake a process of public consultation regarding the proposed financial plan before it is adopted”.

Council expressed a desire to begin financial plan discussions earlier. These proposed dates achieve this.

Additional dates may be required. The Financial Plan bylaw must be adopted prior to May 15th, 2016.

SCOPE OF WORK:

The development of the Financial Plan starts and ends with Council. In 2016, Council developed the Strategic Priorities for 2016-2019 and identified Council’s top priorities.

Department heads submit budgets in support of these priorities. Finance summarizes the numbers and presents the budget to Council for discussion.

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.

Financial Services will lead the financial plan discussions. In February and March, their time will be allocated to completing the 2016 Financial Statements and preparing for the annual audit, resulting in budget discussions put on hold.

ALTERNATIVES:

There are few alternatives to this process. Council could add or remove dates set for Financial Plan deliberations, though the bylaws still must be adopted prior to May 15th.

FINANCIAL IMPLICATIONS:

Not applicable to setting the dates.

LEGAL IMPLICATIONS:

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

CITIZEN/PUBLIC RELATIONS IMPLICATIONS:

The public is encouraged to provide input into the budget and attend meetings. All meetings are open to the public.

INTERDEPARTMENTAL INVOLVEMENT/IMPLICATIONS:

Each department is responsible for providing budget information.

RESOURCE IMPLICATIONS:

No additional resources are required at this time to prepare the Financial Plan.

ALIGNMENT WITH SUSTAINABILITY VISIONING REPORT:

n/a

ALIGNMENT WITH STRATEGIC PRIORITIES:

The Financial Plan is consistent with Strategy A – Wise Financial Management.

SUMMARY:

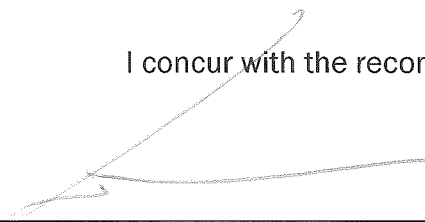
Each year, a new five-year Financial Plan is drafted and presented to Council for approval. It is recommended that specific dates are schedule to discuss the 2017-2021 Financial Plan.



Report Author: Erin Anderson, Director of Financial Services

Report Date: December 9, 2016

I concur with the recommendation.



Guillermo Ferrero, City Manager

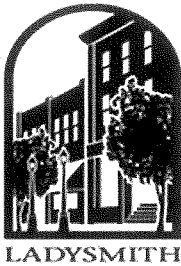
ATTACHMENT:



BC CLIMATE ACTION
COMMUNITY 2014

cowichan
43





Town of Ladysmith

STAFF REPORT TO COUNCIL

From: Clayton Postings, Director Parks, Recreation and Culture
Date: December 13, 2016
File No:

RE: UPDATED BYLAW TO REGULATE PARKS USAGE

RECOMMENDATION:

That Council refer the matter of an updated Bylaw to Regulate Parks Usage in the Town of Ladysmith to the Parks, Recreation and Culture Advisory Committee and the Protective Services Committee for review and input.

PURPOSE:

The purpose of this staff report is to obtain Council's direction regarding a review of the existing Parks Usage Bylaw 1882 (amendment to Parks Usage Bylaw 1995, No. 1158), which regulates the usage of parks in the Town of Ladysmith.

PREVIOUS COUNCIL DIRECTION

Not applicable.

INTRODUCTION/BACKGROUND:

The recently completed Parks, Recreation and Culture Master Plan contained a number of recommendations relating to Parks Usage Bylaw 1882 and its parent bylaw Parks Usage Bylaw 1995, No. 1158. In addition, there have been a number of recent recommendations from the Protective Services Committee regarding park activities, which are not included in the current Bylaw. These recommendations include hours of access into parks, fire permits and parking restrictions.

Other matters to be addressed in an updated Parks Usage Bylaw include the following:

- Updated definitions and interpretation section
- Updated exemptions (staff, volunteers, contractors)
- Hours of use (parks are closed to use except during posted open hours)
- Specified use of BBQs and fire permits
- Updated Special Use Permits requirements
- Smoking in parks restrictions
- Public conduct in parks

After the respective committees have provided input and recommendations on the proposed bylaw, staff will prepare a report summarizing their feedback and recommendations for Council's consideration, together with a draft bylaw. The Committees will be asked to comment relating to policy not on wording of the Bylaw, as this will be developed by Staff in conjunction with a legal review.

The Parks Usage Bylaw is connected to a number of other Bylaws which will require updating. Of these existing Bylaws, the Ticketing Utilization Bylaw 1457 is scheduled to be reviewed in early 2017.

SCOPE OF WORK:

The following work will be required to be completed as part of the update to the Parks Usage Bylaw:

- Review proposed bylaw changes with the Parks, Recreation and Culture Advisory Committee and Protective Services Committee
- Evaluate draft Bylaw comments and feedback from advisory committees and present committee recommendations to Council for consideration
- Repeal existing Parks Usage Bylaw 1158 and replace with the updated bylaw
- Amend Ticket Utilization Information Bylaw 1457 as required
- Amend Dog Licencing, Control and Pound Bylaw 1155 as required
- If Council considers a Clean Air Bylaw in the future, ensure it is compatible with the Parks Usage Bylaw
- Install new signage in parks

ALTERNATIVES:

Council may choose to maintain the existing Parks Usage Bylaw 1995, No. 1158, as amended by Bylaw 1882.

FINANCIAL IMPLICATIONS:

Signage will be the greatest cost. It is expected that the cost of new signage in parks will cost approximately \$5,000. The signs will include parks hours, parking restrictions, and dog restrictions. The cost will need to be included into the 2017-2021 Financial Plan.

LEGAL IMPLICATIONS:

The draft Bylaw will be reviewed by the Town's Corporate Services Department to ensure it is in line with existing Bylaws both within the Town of Ladysmith as well as regionally. If required the draft bylaw may be reviewed by the Town's legal counsel for comment.

CITIZEN/PUBLIC RELATIONS IMPLICATIONS:

It is anticipated that enacting an updated Parks Usage Bylaw will enhance public enjoyment and awareness of acceptable activities in the Town parks; therefore, will be received positively by members of the public. A well-defined bylaw and appropriate signage will assist in helping the public understand the restrictions relating to uses within Town parks.

INTERDEPARTMENTAL INVOLVEMENT/IMPLICATIONS:

An updated Parks Usage Bylaw will require participation and enforcement from the Parks Department, Development Services (Bylaw compliance), and Recreation staff. As well Parks and Recreation staff will be involved in ongoing community education and awareness.

RESOURCE IMPLICATIONS:

It has been advised that an updated Parks Usage Bylaw will promote greater bylaw compliance resulting from clarity of the bylaw. In addition, the RCMP have indicated that an updated bylaw will permit the RCMP members the ability to police and enforce the bylaw,

which they are currently unable to do because of inconsistencies or omissions in the existing bylaw.

ALIGNMENT WITH SUSTAINABILITY VISIONING REPORT:

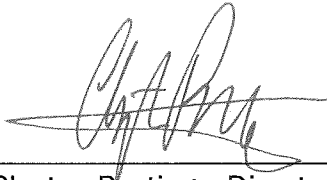
This aligns with Sustainability Pillar #7 – Healthy Community

ALIGNMENT WITH STRATEGIC PRIORITIES:

This aligns with council's 2016 strategic priorities Natural and Built Environment and Communications and Engagement.

SUMMARY:

The Town of Ladysmith strives to ensure greater safe use and access along with environmental protection of the Town parks and park facilities. The intent of an updated Parks Usage Bylaw is to provide all visitors to the Town parks and facilities with information on park etiquette, appropriate conduct and potential sanctions relating to activities held in parks.

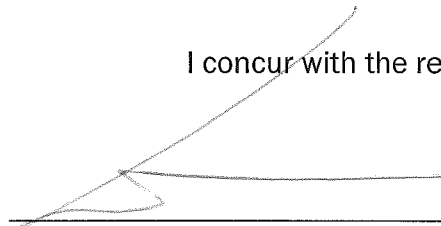


Clayton Postings, Director of Parks, Recreation and Culture

Dec 14, 2016

Date

I concur with the recommendation.



Guillermo Ferrero, City Manager

ATTACHMENT:

None

TOWN OF LADYSMITH

BYLAW NO. 1918

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

WHEREAS the Town of Ladysmith does not have sufficient money on hand to meet the current lawful expenditures of the municipality;

AND WHEREAS it is provided by Section 177 of the *Community Charter* that Council may, without the assent of the electors or the approval of the Inspector of Municipalities, provide for the borrowing of such sums of money as may be necessary to meet the current lawful expenditures of the municipality provided that the total of the outstanding liabilities does not exceed the sum of:

The whole amount remaining unpaid of the taxes for all purposes levied during the current year, provided that prior to the adoption of the annual property tax bylaw in any year, the amount of the taxes during the current year for this purpose shall be deemed to be 75% of the taxes levied for all purposes in the immediately preceding year.

AND WHEREAS the total amount of liability that Council may incur is five million and seven hundred thousand dollars (\$5,700,000);

AND WHEREAS there are no liabilities outstanding under Section 177;

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

1. The Council shall be and is hereby empowered and authorized to borrow upon the credit of the Town of Ladysmith an amount or amounts not exceeding the sum of five million seven hundred thousand dollars (\$5,700,000).
2. The form of obligation to be given as acknowledgement of the liability shall be a promissory note or notes bearing the corporate seal and signed by the authorized Signing Officers.
3. All unpaid taxes and the taxes of the current year when levied or so much thereof as may be necessary shall, when collected, be used to repay the money so borrowed.

CITATION

4. This bylaw may be cited as "2017 Revenue Anticipation Borrowing Bylaw 2016, No. 1918."

READ A FIRST TIME on the 5th day of December, 2016

READ A SECOND TIME on the 5th day of December, 2016

READ A THIRD TIME on the 5th day of December, 2016

ADOPTED on the day of

Mayor
(A. Stone)

Corporate Officer
(J. Winter)

TOWN OF LADYSMITH

BYLAW NO. 1916

A Bylaw To Close And Remove The Dedication Of A Highway

WHEREAS the purpose of this Bylaw is to close to traffic and remove the highway dedication of that part of land shown in heavy outline on Reference Plan EPP63593, for the purpose of disposing of the land to the adjacent landowner for consolidation with the adjacent landowner's lands, in exchange for other land required for highway purposes;

AND WHEREAS the adjacent property owner agrees to dedicate as road the area outlined in black and marked "Dedicated as Road" on Reference Plan EPP63594 attached as Schedule "B".

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

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

1. That portion of laneway shown as "Road" on Reference Plan EPP63593, dedicated as road on Plan EPP44156 and Plan 34532, both of District Lot 103, Oyster District, prepared by Ryan Turner, B.C.L.S., and completed on August 15, 2016, a copy of which is attached as Schedule "A" hereto, is closed to all traffic.
2. The dedication as highway of that part of the road referred to in Section 1 is removed.
3. The Mayor and Corporate Officer are hereby authorized to execute all necessary documents as may be required to carry out the purpose of this bylaw.

CITATION

4. This Bylaw may be cited as "Road Closure and Dedication Removal Bylaw 2016, No. 1916".

READ A FIRST TIME on the _____,

READ A SECOND TIME on the _____,

READ A THIRD TIME on the _____,

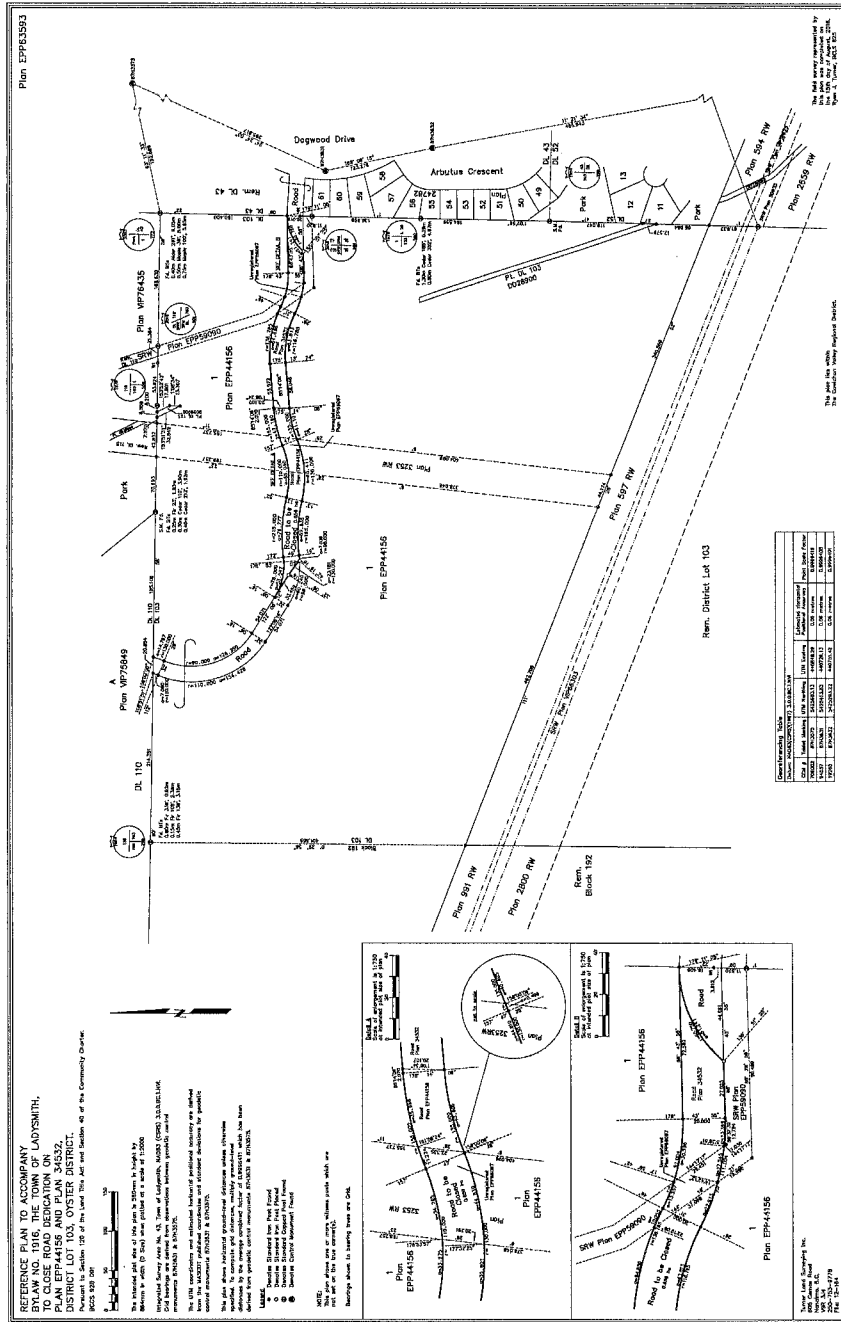
APPROVED BY THE MINISTER OF TRANSPORTATION AND INFRASTRUCTURE on the _____ day of _____,

ADOPTED on the _____ day of _____,

Mayor (A. Stone)

Corporate Officer (J. Winter)

Schedule "A" to Bylaw No. 1916 - Road Closure Plan



**REFERENCE PLAN TO ACCOMPANY
BYLAW NO. 1916, THE TOWN OF LADYSMITH,
TO CLOSE ROAD DEDICATION ON
PLAN EPH4155, DISTRICT OF
DORSET LOT 103, OYSTER DISTRICT,
PURSUANT TO SECTION 157 OF THE LAND TITLE ACT AND SECTION 40 OF THE COMMUNITY CHARTER,
R.S.O. 1990 c.307**

The intended use of this plan is to be used to
dedicate the road shown in the plan to the
use of the public as a road of 15.00m
width in accordance with the provisions of
section 157 of the Land Title Act and section 40
of the Community Charter, R.S.O. 1990 c.307.
The use of this plan is limited to the
dedication of the road shown in the plan
to the use of the public as a road of 15.00m
width in accordance with the provisions of
section 157 of the Land Title Act and section 40
of the Community Charter, R.S.O. 1990 c.307.
The plan shows individual lots and street names. It
is intended to be used in conjunction with the
plan shown in the plan to be used to dedicate
the road shown in the plan to the use of the
public as a road of 15.00m width in
accordance with the provisions of section 157
of the Land Title Act and section 40 of the
Community Charter, R.S.O. 1990 c.307.

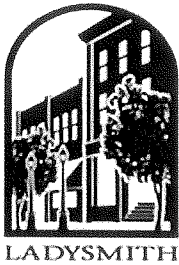
Legend:

- Existing Road
- Proposed Road
- Existing Lot
- Proposed Lot
- Existing Right-of-Way
- Proposed Right-of-Way

NOTE: The plan shows the location of the road shown in the plan
and is not to be used as a title deed.

Survey done in accordance with the
Survey Act, R.S.O. 1990 c.431.

Plan No.	Date	Author
EPH4155	2024	[Name]
EPH4156	2024	[Name]
EPH4157	2024	[Name]
EPH4158	2024	[Name]
EPH4159	2024	[Name]
EPH4160	2024	[Name]
EPH4161	2024	[Name]
EPH4162	2024	[Name]
EPH4163	2024	[Name]
EPH4164	2024	[Name]
EPH4165	2024	[Name]
EPH4166	2024	[Name]
EPH4167	2024	[Name]
EPH4168	2024	[Name]
EPH4169	2024	[Name]
EPH4170	2024	[Name]



Town of Ladysmith

INFORMATION REPORT TO COUNCIL

From: Joanna Winter, Manager of Legislative Services
Date: December 14, 2016
File No:

RE: TOWN OF LADYSMITH WATER FILTRATION PLANT LOAN AUTHORIZATION BYLAW

RECOMMENDATION:

That Council give first three readings to Town of Ladysmith Loan Authorization Bylaw 2016, No. 1920.

PURPOSE:

The purpose of Bylaw 1920 is to enable the Town to borrow up to \$6 million over a term of 25 years to fund construction of the new water filtration plant.

PREVIOUS COUNCIL DIRECTION

At the December 12, 2016 Special Meeting, Council passed the following resolution:

CS 2016-408

That Council direct staff to:

1. Prepare a bylaw to authorize the Town of Ladysmith to borrow up to six million dollars (\$6,000,000) over 25 years for the construction of a Water Filtration Plant, and
2. Seek elector approval of the borrowing bylaw through an Alternative Approval Process.

DISCUSSION

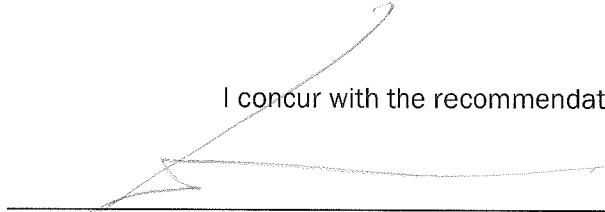
Under the *Community Charter*, long-term borrowing (for a term of more than five years) by a local government requires the adoption of a Loan Authorization Bylaw. After first three readings, the Bylaw must receive approval by the Inspector of Municipalities (to ensure that our borrowing complies with all legislative requirements) and then by the electors. The Alternate Approval Process will begin after Bylaw 1920 receives the Inspector's approval. This could take up to six weeks.

SUMMARY POINTS

- Water filtration Plan Loan Authorization Bylaw 1920 is presented for first three readings, as directed by Council in Resolution CS 2016-408.


Joanna Winter, Manager of Legislative Services

I concur with the recommendation.


Guillermo Ferrero, City Manager

ATTACHMENT: Bylaw 1920.



cowichan



TOWN OF LADYSMITH

BYLAW NO. 1920

A bylaw to authorize the borrowing for the construction of a Water Filtration Plant

WHEREAS it is deemed desirable and expedient to construct a Water Filtration Plant to treat the water supply system servicing the Town of Ladysmith.

AND WHEREAS the estimated cost of constructing the Water Filtration Plant including expenses incidental thereto is the sum of \$13,266,910 of which the sum of \$6,000,000.00 is the amount of debt intended to be borrowed by this bylaw;

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

1. The Council is hereby empowered and authorized to undertake and carry out or cause to be carried out the construction of the Water Filtration Plant for the water supply system generally in accordance with general plans on file in the municipal office and to do all things necessary in connection therewith and without limiting the generality of the foregoing:
 - a) To borrow upon the credit of the Municipality a sum not exceeding \$6,000,000.00.
 - b) To acquire all such real property, easements, rights-of-way, licenses, rights or authorities as may be requisite or desirable for or in connection with the construction of the said improvements to the water supply system.
2. The maximum term for which debentures may be issued to secure the debt created by this bylaw is 25 years.

Citation

3. This bylaw may be cited as "Water Filtration Plant Loan Authorization Bylaw 2016, No. 1920".

READ A FIRST TIME on the _____ day of _____,

READ A SECOND TIME on the _____ day of _____,

READ A THIRD TIME on the _____ day of _____.

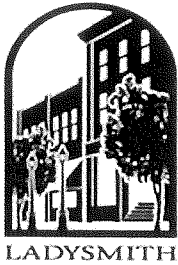
RECEIVED the approval of the Inspector of Municipalities on the _____ day of _____

RECEIVED the assent of the electors of the Town of Ladysmith on the _____ day of _____,

RECONSIDERED AND FINALLY PASSED AND ADOPTED on the _____ day of _____,

Mayor (A. Stone)

Corporate Officer (J. Winter)



Town of Ladysmith

INFORMATION REPORT TO COUNCIL

From: Joanna Winter, Manager of Legislative Services
Date: December 19, 2016
File No:

RE: TOWN OF LADYSMITH PARKS, RECREATION AND CULTURE COMMISSION REPEAL BYLAW

RECOMMENDATION:

That Council give first three readings to Town of Ladysmith Parks, Recreation and Culture Commission Repeal Bylaw 2016, No. 1919.

PURPOSE:

The purpose of Bylaw 1919 is to repeal the original and amending bylaws that established and laid out the activities of the Town's Parks, Recreation and Culture Commission. This is necessary as Council has recently adopted the Terms of Reference for a new Parks, Recreation and Culture Advisory Committee.

PREVIOUS COUNCIL DIRECTION

At the December 12, 2016 Special Meeting, Council passed the following resolution:

CS 2016-373 (part 6) That Council direct staff to prepare a bylaw repealing Town of Ladysmith Parks and Recreation Commission Bylaw 1278 and Amendment Bylaws 1311 and 1528.

SUMMARY POINTS

In accordance with previous Council direction, Parks, Recreation and Culture Commission Repeal Bylaw 1919 is presented for first three readings.

Joanna Winter, Manager of Legislative Services

Date

I concur with the recommendation.

Guillermo Ferrero, City Manager

ATTACHMENT: Bylaw 1919.



cowichan



TOWN OF LADYSMITH

BYLAW NO. 1919

WHEREAS Council of the Town of Ladysmith has by Resolution approved the 2016 Town of Ladysmith Parks, Recreation and Culture Master Plan, and the recommendations contained therein;

AND WHEREAS the Parks, Recreation and Culture Master Plan recommends that Council establish Parks, Recreation and Culture Advisory Committee to replace the Parks, Recreation and Commission and to provide broader community input into ongoing matters related to Parks, Recreation and Culture in the Town of Ladysmith;

AND WHEREAS Council has by Resolution adopted Terms of Reference for the Parks, Recreation and Culture Advisory Committee;

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

1. Parks and Recreation Commission Bylaw 1998, No. 1278; and all amendments thereto are hereby repealed.

Citation

2. This Bylaw may be cited for all purposes as "Town of Ladysmith Parks, Recreation and Culture Commission Repeal Bylaw, 2016, No. 1919.

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)