

**A REGULAR MEETING  
OF THE TOWN OF LADYSMITH COUNCIL  
AGENDA  
6:30 P.M.**

Tuesday, January 5, 2021

This meeting will be held electronically as per Ministerial Order No. M192

Pages

**1. CALL TO ORDER**

Call to Order 6:30 p.m. in Open Session, in order to retire immediately into Closed Session.

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

**2. CLOSED SESSION**

Recommendation

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

- personal information about an identifiable individual who holds or is being considered for a position - section 90(1)(a).

**3. OPEN MEETING (7:00 P.M.)**

Residents are encouraged to "virtually" attend the meeting by registering here: [https://zoom.us/webinar/register/WN\\_IBbQXI2BR\\_KE7eaDmYGikA](https://zoom.us/webinar/register/WN_IBbQXI2BR_KE7eaDmYGikA). Instructions on how to join the meeting will be sent immediately after you register.

View the livestream on YouTube:

<https://www.youtube.com/channel/UCH3qHAExLiW8YrSuJk5R3uA/featured>.

**4. AGENDA APPROVAL**

Recommendation

That Council approve the agenda for this Regular Meeting of Council for January 5, 2021.

**5. RISE AND REPORT- Items from Closed Session**

## **6. MINUTES**

### **6.1. Minutes of the Regular Meeting of Council held December 15, 2020 6**

#### Recommendation

That Council approve the minutes of the Regular Meeting of Council held December 15, 2020.

## **7. COMMITTEE MINUTES**

### **7.1. Minutes of the Community Planning Advisory Committee Meeting held October 7, 2020 13**

#### Recommendation

That Council receive for information the minutes of the October 7, 2020 meeting of the Community Planning Advisory Committee.

### **7.2. Minutes of the Parks, Recreation & Culture Advisory Committee Meeting held October 21, 2020 15**

#### Recommendation

That Council receive for information the minutes of the October 21, 2020 meeting of the Parks, Recreation & Culture Advisory Committee.

## **8. REPORTS**

### **8.1. 2021 Utility Due Dates 18**

#### Recommendation

That Council approve the following utility billing due dates:

- February 26, 2021 for the period October to December, 2020;
- May 28, 2021 for the period January to March, 2021;
- August 27, 2021 for the period April to June, 2021; and
- November 26, 2021 for the period July to September, 2021.

### **8.2. Investing in Canada Infrastructure Program - COVID-19 Resilience Infrastructure Stream - Adaptation Resilience and Disaster Mitigation 21**

#### Recommendation

That Council:

1. Direct staff to submit an application for grant funding for the Dogwood Culvert Replacement Project through the Canada Infrastructure Program-COVID-19 Resilience Infrastructure Stream – Adaptation Resilience and Disaster Mitigation; and

2. Support the project and commit to any associated ineligible costs and cost overruns.

- 8.3. **Fire Services Automatic Aid Agreement – Cowichan Valley Regional District (North Oyster Volunteer Fire Department) and Town of Ladysmith (Ladysmith Fire Rescue)** 23

Recommendation

That Council, if it chooses, authorize the Mayor and the Corporate Officer to sign the Fire Services Automatic Aid Agreement between the Town of Ladysmith and the Cowichan Valley Regional District (North Oyster Volunteer Fire Department).

- 8.4. **Park Naming Request “Rutti Park”** 38

Recommendation

That Council name the parkland located on Russell Road and designated as ‘Park’ on Plan EPP93777 as Rutti Park.

## 9. **CORRESPONDENCE**

- 9.1. **Correspondence from the Girl Guides Dated December 13, 2020** 51

Request to support the "Guiding Lights Across British Columbia" initiative on February 22, 2021 by placing blue lighting on local landmarks.

Recommendation

That Council direct staff to investigate options to light up local landmarks with blue lights on World Thinking Day, Monday, February 22, 2021, in support of the Girl Guides "Guiding Lights Across British Columbia" initiative, which celebrates the sisterhood of Guiding and promotes girl empowerment.

## 10. **NEW BUSINESS**

- 10.1. **2021 Conference Attendance**

- 10.1.1. **Association of Vancouver Island Coastal Communities**

Due to ongoing concerns about COVID-19, the in-person AVICC conference has been cancelled and discussions are ongoing regarding whether to hold a virtual convention. When that information is received from AVICC, staff will place on a future Council agenda.

#### **10.1.2. Union of British Columbia Municipalities**

Town of Ladysmith Council Remuneration Policy 05-1920-A permits the Mayor and up to four Councillors to attend the UBCM annual convention.

##### Recommendation

That Council determine which members will attend the Union of British Columbia Municipalities annual convention to be held September 13-17, 2021, in Vancouver.

#### **10.1.3. Federation of Canadian Municipalities**

Town of Ladysmith Travel Expense Policy 05-1790-B permits the Mayor and up to one Councillor to attend the FCM annual convention.

Note: Council will recall that Mayor Stone and Councillor McKay were scheduled to attend in 2020, however the convention was cancelled due to COVID-19. Air Canada has provided a non-transferrable airfare credit under their names (travel must be booked prior to April 2021), therefore staff are recommending that Council approve their attendance at the 2021 FCM Convention in Montreal.

##### Recommendation

That Council approve Mayor Stone's and Councillor McKay's attendance at the Federation of Canadian Municipalities 2020 Convention to be held June 3-6, 2021, in Montreal, QC, at an estimated cost of \$6,000.

#### **10.1.4. Vancouver Island Economic Alliance**

Town of Ladysmith Council Remuneration Policy 05-1920-A permits the Mayor and up to four Councillors to attend the VIEA annual convention.

##### Recommendation

That Council determine which members will attend the Vancouver Island Economic Alliance annual convention to be held October 26-28, 2021 in Nanaimo.

## **11. UNFINISHED BUSINESS**

## **12. QUESTION PERIOD**

Residents are encouraged to "virtually" attend the meeting and ask their questions live by registering here:

[https://zoom.us/webinar/register/WN\\_IBbQXI2BR\\_KE7eaDmYGikA](https://zoom.us/webinar/register/WN_IBbQXI2BR_KE7eaDmYGikA). Instructions on how to join the meeting will be sent immediately after you register.

Alternately, questions can be submitted via email at [info@ladysmith.ca](mailto:info@ladysmith.ca) during the meeting.

- Persons wishing to address Council must be Town of Ladysmith residents, non-resident property owners, or operators of a business.
- Individuals must include 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.
- 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

## **13. ADJOURNMENT**



## MINUTES OF A REGULAR MEETING OF COUNCIL

Tuesday, December 15, 2020

7:00 P.M.

This meeting was held electronically as per Ministerial Order No. M192

### Council Members Present:

Mayor Aaron Stone  
Councillor Amanda Jacobson  
Councillor Rob Johnson  
Councillor Tricia McKay

Councillor Duck Paterson  
Councillor Marsh Stevens  
Councillor Jeff Virtanen

### Staff Present:

Allison McCarrick  
Erin Anderson  
Chris Barfoot  
Jake Belobaba  
Geoff Goodall

Donna Smith  
Chris Geiger  
Mike Gregory  
Sue Bouma

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### 1. CALL TO ORDER

Mayor Stone called this Regular Meeting of Council to order at 6:31 p.m., in order to retire immediately into Closed Session.

### 2. CLOSED SESSION

#### CS 2020-360

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

- the security of the property of the municipality - section 90(1)(d)
- the receipt of advice that is subject to solicitor-client privilege - section 90(1)(i)
- negotiations and related discussions respecting the proposed provision of a municipal service - section 90(1)(k)

*Motion Carried*

**3. OPEN MEETING (7:00 P.M.)**

Mayor Stone called this Regular Meeting of Council to order at 7:00 p.m and wished the public a happy holiday season. He recognized that the meeting was taking place on the traditional unceded territory of the Stz'uminus First Nation, and expressed gratitude to be here.

**4. AGENDA APPROVAL**

**CS 2020-361**

That Council approve the agenda for this Regular Meeting of Council for December 15, 2020.

*Motion Carried*

**5. RISE AND REPORT- Items from Closed Session**

The following items from the Closed Meeting of Council held November 17, 2020 were reported:

**CE 2020-155**

That Council approve the inclusion of a track and train inside the Machine Shop.

**CE 2020-156**

That Council confirm Council's previous endorsement of "Option 2", Tenant Layout 2 (Appendix B, March 11, 2019 report to Council) under Resolution CS 2019-095 as follows:

- i. Prepare draft lease agreements for all spaces within the Machine Shop;
- ii. Prepare draft lease agreements for outer buildings and present to Council for consideration; and
- iii. Direct staff to communicate the Tenant Layout Option 2 and Council's direction to stakeholders, allowing staff to negotiate the specific details of grids L - U of Sections 2 and 3 on the main floor and grids J - P of Section 1 and 2 on the second floor.

**CE 2020-157**

That Council endorse the following lease structure and rate program, for all existing and proposed buildings on the site with the exception of the artist studio(s) that are included in the Arts and Heritage Hub:

- a. Market lease rates plus utilities for commercial tenants;
- b. Nominal lease rates plus utilities for not-for-profit tenants; and
- c. Subletting subject to the Town's written approval.

**CE 2020-158**

That Council direct staff to bring forward, for Council's formal consideration in an open meeting:

- a. The final version of the Arts & Heritage Hub Concept Report (Appendix C, page 12) prepared by Hotson Architecture; and
- b. A report on the portions of phase one of the Arts & Heritage Hub that are ineligible for ICIP and ICET funding and must either be paid for by the Town or postponed.

**CE 2020-159**

That Council direct staff to arrange with John Marston and the Stz'uminus First Nation to work with the selected design firm to incorporate indigenous themes into the proposed artist studio building.

**CE 2020-160**

That Council direct staff to prepare terms of reference for a stakeholder committee to assist the selected design firm with designing the next phase of the Arts & Heritage Hub, excluding the proposed artist studio building, consisting of representation from:

- a. The Stz'uminus First Nation;
- b. John Marston;
- c. The Arts Council of Ladysmith and District;
- d. The Ladysmith and District Historical Society;
- e. The Ladysmith Maritime Society; and
- f. Existing and prospective tenants.



## **6. MINUTES**

### **6.1 Minutes of the Regular Meeting of Council held December 1, 2020**

#### **CS 2020-362**

That Council approve the minutes of the Regular Meeting of Council held December 1, 2020.

*Motion Carried*

## **7. PRESENTATION TO FIRE CHIEF CHRIS GEIGER**

Mayor Stone virtually presented the Town's Fire Chief, Chris Geiger, with the Assistant to the Fire Commissioner badge, a provincial recognition that allows Mr. Geiger to investigate fires and inspect premises of fire sites. Mayor Stone thanked him for his work and service over the past year, noting his engagement with Council and staff. Fire Chief Geiger expressed his appreciation to Mayor and Council.

## **8. REPORTS**

### **8.1 2021-2025 Financial Plan Discussion - Early Budget Approval Requests**

#### **CS 2020-363**

That Council provide early budget approval for the following capital projects:

- Chicken Ladder Culvert Replacement - \$75,000;
- Chicken Ladder Gate Replacement - \$7,500;
- Skid Steer Trailer - \$12,000;
- Watermain Replacement - French St - \$190,000;
- Caretaker Building - \$50,000;
- Creek Main - Oyster Bay Rd - \$80,750;
- Spirogestor Valve Removal - \$10,000;
- UV Phase 1 – Design - \$100,000;
- Storm main - French to Kitchener - \$40,000;
- Bollards - 1st Avenue – \$30,000; and
- Half road including sidewalk - Russell Rd: 760 to 740 - \$42,000.

*Motion Carried*

## **8.2 2020 Grant in Aid Requests Follow-Up**

### **CS 2020-364**

That Council allow recipients of 2020 Grants in Aid to roll unused funds into the 2021 year, with no additional Grant in Aid requests for 2021.

*Motion Carried*

## **8.3 Options for Investing in Canada Infrastructure Program - COVID-19 Resilience Infrastructure Stream**

### **CS 2020-365**

That Council:

1. Direct staff to submit an application for grant funding for the 'Town Hall Renovation and Council Chambers Relocation Project' through the Investing in Canada Infrastructure Program - COVID-19 Resilience Infrastructure Stream; and
2. Supports the project and commits to any associated ineligible costs and cost overruns.

*Motion Carried*

## **8.4 Arts & Heritage Hub Design: Award of Contract**

### **CS 2020-366**

That Council award the contract for design services for Phase 1 of the Arts & Heritage Hub to Checkwitch Poiron Architects Inc., in the amount of \$463,641 excluding GST.

*Motion Carried*

Council recessed the meeting at 7:47 p.m. by unanimous consent and reconvened at 7:49 p.m.

## **9. BYLAWS**

### **9.1 Bylaw 2057: Revenue Anticipation Bylaw**

#### **CS 2020-367**

That Council adopt Town of Ladysmith "2021 Revenue Anticipation Borrowing Bylaw 2020, No. 2057".

*Motion Carried*

**9.2 Bylaw 2058: Waterworks Regulations Amendment Bylaw**

**CS 2020-368**

That Council adopt Town of Ladysmith "Waterworks Rates and Regulations Bylaw 1999, No. 1298, Amendment Bylaw 2020, No. 2058".

*Motion Carried*

**10. CORRESPONDENCE**

**10.1 Correspondence from the Ladysmith and District Historical Society  
Dated December 10, 2020**

**CS 2020-369**

That Council co-sponsor with the Ladysmith and District Historical Society the nomination of Karen Olenik and team for a BC Heritage Award regarding the rehabilitation of 431 1st Avenue.

*Motion Carried*

**11. UNFINISHED BUSINESS**

**11.1 Utility Service Charges**

**CS 2020-370**

That Council direct staff to prepare a report regarding implementation of a hardship grant pilot program related to municipal utility service charges.

*Motion Carried*

**12. QUESTION PERIOD**

A member of the public submitted a question regarding when the "Welcome to Ladysmith" sign would be reinstalled at the south end of town.

**13. RECESS OPEN MEETING AND RECONVENE CLOSED SESSION**

**CS 2020-371**

That Council recess the open meeting at 8:18 p.m. in order to reconvene the closed session in accordance with sections 90(1)(d), (i) and (k) of the *Community Charter*.

*Motion Carried*

**14. RISE AND REPORT**

Council rose at 8:36 p.m. without report.

**15. ADJOURNMENT**

This Regular Meeting of Council was adjourned at 8:37 p.m. by unanimous consent.

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Mayor (A. Stone)

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Corporate Officer (D. Smith)

Subject to Adoption



# MINUTES

## Community Planning Advisory Committee

Wednesday, October 7, 2020 at 7:00 p.m.  
via Zoom

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**PRESENT:** Acting Chair – Jason Harrison; Members - Tony Beckett, Steve Frankel, Tamara Hutchinson, Jennifer Sibbald; Council Liaison – Tricia McKay; Senior Planner - Julie Thompson, Planner & Recorder – Darren Lucas

**ABSENT:** Members – Lacey McRae Williams, Brian Childs

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The meeting was called to order at 7:01 p.m.

**1. SELECTION OF AN ACTING CHAIR**

That in the absence of Lacey McRae Williams, it was moved, seconded and carried that Jason Harrison act as the meeting chair. Jason Harrison opened the meeting by recognizing the traditional territory of the Stz'uminus First Nation.

**2. AGENDA APPROVAL**

It was moved, seconded and carried that the Agenda of October 7, 2020 be approved.

**3. ADOPTION OF AUGUST 5, 2020 MINUTES**

It was moved, seconded and carried that the Minutes of August 5, 2020 be approved.

**4. COUNCIL REFERRALS**

**a. Development Permit application**

**3060-20-22 (between 521 & 531 1<sup>st</sup> Avenue, Downtown Washroom)**

The Town's Planner, Darren Lucas, provided a brief presentation with information regarding the application. Mr. Lucas noted staff's recommendations to site the washroom building against the adjacent building at 521 First Avenue in order to create a wider pedestrian pathway, and to paint the building using more vibrant colours than shown on the design renderings.

CPAC deliberated on the colour, design and siting of the proposed washroom.

It was moved, seconded and carried that the Community Planning Advisory Committee:

**1. Supports the recommendations made by staff to:**

- a. widen the pedestrian pathway by abutting the proposed washroom building against 521 First Avenue; and
- b. utilize a more vibrant colour palette on the building which is aligned with the heritage buildings in the downtown.

**2. Recommends:**

- a. that the proposed development retain the trees that are currently located next to the front of the proposed public washroom;
- b. that wayfinding and/or directional signage to assist residents and visitors in identifying the location to the public washroom be investigated;
- c. that incorporation of a heritage feature into the site design be investigated; and
- d. that reuse of the existing cedar fencing be investigated.

**cowichan**


5. NEW BUSINESS  
None.

6. MONTHLY BRIEFING  
None.

7. NEXT MEETING - TBD

8. ADJOURNMENT

It was moved, seconded and carried that the meeting be adjourned at 7:34 pm.

  
\_\_\_\_\_  
Jason Harrison (Dec 9, 2020 16:50 PST)  
Acting Chair (J. Harrison)

RECEIVED:

  
\_\_\_\_\_  
Corporate Officer (D. Smith)

Minutes of the Parks, Recreation & Culture Advisory Committee  
Wednesday, October 21, 2020 at 7:00pm

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**COMMITTEE MEMBERS PRESENT:**

Tim Richards  
Mike Brocklebank  
Ava Smith  
Councillor Duck Paterson

Geoff Dean  
Brynn Dovey  
Lynda Baker

**STAFF PRESENT:**

Chris Barfoot  
Robyn McAdam  
Julie Tierney

**REGRETS:**

Lesley Lorenz  
Emily Weeks

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**AGENDA***Moved and seconded:*

2020-04: That Parks, Recreation and Culture Advisory Committee approve the agenda for the meeting as presented.

*Motion carried.*

**MINUTES***Moved and seconded:*

2020-05: That Parks, Recreation and Culture Advisory Committee approve the minutes of the September, 2020 meeting as presented.

*Motion carried.*

**NEW BUSINESS**

**Park Naming Policy** – The Committee reviewed the Park Naming Request and the Park Naming Policy. Staff supplied a staff report outlining the Rutti family's history in Ladysmith.

*Moved and seconded:*

2020-06: That the Parks, Recreation and Culture Advisory Committee support this request and recommend that Council name the park on Russell Road "Rutti Park".

*Motion carried.*

*Moved and seconded:*

2020-07: That the Parks, Recreation and Culture Advisory Committee formally recommend Council to direct Staff to add language to the Park Naming Policy to include indigenous history and culture .

*Motion carried.*

**Regional Recreation Overview** – A final draft of the Regional Recreation Strategic Plan has been developed and is now being shared with the public. Feedback is being collected on the draft and will be used to finalize the plan. The Committee discussed the challenges of working in collaboration with the School District and their fields and recreation facilities, as Ladysmith is

in SD 68 as opposed to SD 79 which includes the Cowichan Valley. Discussion also centered on funding and asset management within the CVRD.

**PRCAC Orientation Binder** – Committee members were given binders including copies of recent policies and plans for reference. New members have joined and these binders will help ensure that the entire committee has information available for reference when required.

**Meeting format going forward** – The Committee discussed meeting in person versus meeting virtually for upcoming meetings.

*Moved and seconded:*

**2020-08: That the Parks, Recreation and Culture Advisory Committee hold the November PRCAC meeting via ZOOM to help limit physical contact during this time.**

*Motion carried.*

## UPDATES

### Parks, Recreation and Culture

- Staff are applying for the following grants
  - Investing in Canada Infrastructure Program – Community, Culture and Recreation grant to bring the Machine Shop upgrades to completion.
  - Investing in Canada Infrastructure Program – Rural and Northern Communities grant for work on the Lot 108 Park Plan.
  - Tourism Dependent Communities Grant – for infrastructure upgrades at Transfer Beach.
- Staff are also working together with community stakeholders on the following grant applications
  - Community Economic Recovery Infrastructure Grant – in partnership with the Ladysmith Museum to complete accessibility upgrades to the museum.
  - BC Gaming Capital Project Grant – in partnership with the Lot 108 Stakeholder group to complete the accessibility walkway surrounding Forrest Field at Lot 108.
- The Pool at the Frank Jameson Community Centre is reopening November 2<sup>nd</sup>. Staff are busy preparing for the reopening and are holding a staff inservice on October 29<sup>th</sup> to ensure staff are trained on new safety precautions involved in opening the pool and the facility to additional patrons.
- Masks will be recommended in all common areas of the FJCC starting November 2<sup>nd</sup>.
- Julie Tierney is leaving PRC for a new position with Corporate Services.

Meeting adjourned at 8:24PM

Next meeting will be held at 7:00pm, November 18, 2020 via ZOOM.



  
Tim Richards (Dec 21, 2020 12:47 PST)

Acting Chair (T.Richards)

RECEIVED:

  
Corporate Office (D. Smith)

## STAFF REPORT TO COUNCIL

**Report Prepared By:** Erin Anderson, Director of Financial Services  
**Meeting Date:** January 5, 2021  
**File No:**  
**Re:** 2021 Utility Due Dates

**RECOMMENDATION:**

That Council approve the following utility billing due dates:

- February 26, 2021 for the period October to December, 2020;
- May 28, 2021 for the period January to March, 2021;
- August 27, 2021 for the period April to June, 2021; and
- November 26, 2021 for the period July to September, 2021.

**EXECUTIVE SUMMARY:**

Water, sewer and solid waste (garbage/recycling/organics collection) services are billed each quarter. Payments are due at least 30 days from the billing date. Staff try to accommodate the pension dates as set by the upper levels of governments as well as work within the operations of the Town.

**PREVIOUS COUNCIL DIRECTION**

CS 2020-113	04/07/2020	MOTION DEFEATED That Council not extend the due date for the Q1 (January – March 2020) utility bills. OPPOSED: Mayor Stone and Councillors Jacobson, McKay, Paterson, Stevens and Virtanen
CS 2020-114	04/07/2020	That Council extend the due date for the Q1 (January - March 2020) utility bills to the end of June, with the exact date to be determined by staff.

**INTRODUCTION/BACKGROUND:**

The water, sewer and solid waste (garbage, recycling and organics collection) services are billed each quarter. Water meters are read near the end of each quarter and the water consumption for the period determines the fee charged; sewer and solid waste are charged per month.

Each of the service bylaws set a similar penalty date of no less than 30 days from the billing date and often this date lands in the middle of the month for February, May, August and November. Staff attempt to extend the due date to accommodate the end of the month pension payment dates however, on occasion the due date is the same as the pension date.

**ALTERNATIVES:**

Council can choose to:

1. Select other dates as the quarterly due dates.
2. Change the billing frequency to 3 times a year, though water leaks may remain undiscovered for a longer period of time.

**FINANCIAL IMPLICATIONS:**

There is a 10% penalty applied to unpaid utility bills. Bills that remain unpaid at December 31<sup>st</sup> roll to the property owner's taxes in arrears and begin accruing interest charges.

**LEGAL IMPLICATIONS:**

Current bylaws include similar language to the following:

A 10% penalty shall be added to any unpaid current water charges no less than 30 days from the billing date and the due date selected shall be clearly indicated on the utility billing.

**CITIZEN/PUBLIC RELATIONS IMPLICATIONS:**

Staff have received feedback from a few property owners requesting more time to make payment.

**INTERDEPARTMENTAL INVOLVEMENT/IMPLICATIONS:**

Public Works staff (Utilities) read the water meters and Finance staff calculate the billings.

**ALIGNMENT WITH SUSTAINABILITY VISIONING REPORT:**

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

**ALIGNMENT WITH STRATEGIC PRIORITIES:**

- |   |  |
|---|--|
| <input type="checkbox"/> Infrastructure | <input type="checkbox"/> Economy                   |
| <input type="checkbox"/> Community      | <input checked="" type="checkbox"/> Not Applicable |
| <input type="checkbox"/> Waterfront     |  |

*I approve the report and recommendation(s).*

**Allison McCarrick, Chief Administrative Officer**

**ATTACHMENT(S):**

- Appendix A – Federal pension payment dates

# APPENDIX A

## FEDERAL PENSION PAYMENT DATES

### Canada Pension Plan

Includes the Canada Pension Plan (CPP) retirement pension and disability, children's and survivor benefits.

► 2020

▼ 2021

- January 27, 2021
- February 24, 2021
- March 29, 2021
- April 28, 2021
- May 27, 2021
- June 28, 2021
- July 28, 2021
- August 27, 2021
- September 28, 2021
- October 27, 2021
- November 26, 2021
- December 22, 2021

### Old Age Security

Includes Old Age Security pension, Guaranteed Income Supplement, Allowance and Allowance for the Survivor.

► 2020

▼ [2021](#)

- January 27, 2021
- February 24, 2021
- March 29, 2021
- April 28, 2021
- May 27, 2021
- June 28, 2021
- July 28, 2021
- August 27, 2021
- September 28, 2021
- October 27, 2021
- November 26, 2021
- December 22, 2021

### Veteran disability pension

► 2020

▼ 2021

- January 28, 2021
- February 25, 2021
- March 30, 2021
- April 29, 2021
- May 28, 2021
- June 29, 2021
- July 29, 2021
- August 30, 2021
- September 29, 2021
- October 28, 2021
- November 29, 2021
- December 23, 2021

**STAFF REPORT TO COUNCIL**

**Report Prepared By:** Infrastructure Services  
**Meeting Date:** January 5, 2021  
**File No:** 1855-20-12  
**Re:** Investing in Canada Infrastructure Program - COVID-19  
Resilience Infrastructure Stream - Adaptation Resilience and  
Disaster Mitigation

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**RECOMMENDATION:**

That Council:

1. Direct staff to submit an application for grant funding for the Dogwood Culvert Replacement Project through the Canada Infrastructure Program-COVID-19 Resilience Infrastructure Stream – Adaptation Resilience and Disaster Mitigation; and
2. Support the project and commit to any associated ineligible costs and cost overruns.

**EXECUTIVE SUMMARY:**

The Investing in Canada Infrastructure Program (ICIP) funding is available for a new program called COVID-19 Resilience Infrastructure Stream (CVRIS). There is a specific stream for Adaptation, Resilience and Disaster Mitigation, which focuses on “structural and natural infrastructure projects to address the impacts of flooding and flood-related hazards”. Staff are recommending the Dogwood Culvert Replacement project for this stream.

**PREVIOUS COUNCIL DIRECTION:**

N/A

**INTRODUCTION/BACKGROUND:**

The funding stream for ICIP-CVRIS includes a stream for Adaptation, Resilience and Disaster Mitigation. The deadline to apply for this funding is January 11, 2021. Only one application may be submitted per municipality and the project must be complete by December 31, 2021. The program guide is available here:

[https://www2.gov.bc.ca/assets/gov/public-safety-and-emergency-services/emergency-preparedness-response-recovery/embc/mitigation/cvrismitigation/cvrismitigation\\_program\\_guide.pdf](https://www2.gov.bc.ca/assets/gov/public-safety-and-emergency-services/emergency-preparedness-response-recovery/embc/mitigation/cvrismitigation/cvrismitigation_program_guide.pdf)

Staff selected the Dogwood Culvert Replacement Project. This project has been on the work plan for a number of years and resulted from assessments of Town culverts after the failure of the Rocky Creek Culvert on 4<sup>th</sup> Avenue.

The Dogwood Drive culvert is located on Dogwood Drive just upstream of the golf course, near

the Davis Road intersection. The existing culvert is undersized and the culvert bottom is heavily corroded. The importance of this culvert will increase as development upstream of this location continues.

**ALTERNATIVES:**

Council can direct staff to choose a different project, although the grant application must be submitted by January 11, 2021.

**FINANCIAL IMPLICATIONS:**

The grant is 100% funding.

**LEGAL IMPLICATIONS:**

N/A

**CITIZEN/PUBLIC RELATIONS IMPLICATIONS:**

N/A

**INTERDEPARTMENTAL INVOLVEMENT/IMPLICATIONS:**

If approved, Infrastructure Services and Finance will work to complete the grant application. Infrastructure Services will lead this project if the grant funding is successful.

**ALIGNMENT WITH SUSTAINABILITY VISIONING REPORT:**

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

**ALIGNMENT WITH STRATEGIC PRIORITIES:**

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Infrastructure | <input type="checkbox"/> Economy        |
| <input type="checkbox"/> Community                 | <input type="checkbox"/> Not Applicable |
| <input type="checkbox"/> Waterfront                |   |

***I approve the report and recommendation(s).***

**Allison McCarrick, Chief Administrative Officer**

**STAFF REPORT TO COUNCIL**

**Report Prepared By:** Chris Geiger, Fire Chief  
**Meeting Date:** December 15, 2020  
**File No:**  
**Re:** **Fire Services Automatic Aid Agreement – Cowichan Valley Regional District (North Oyster Volunteer Fire Department) and Town of Ladysmith (Ladysmith Fire Rescue)**

---

**RECOMMENDATION:**

That Council, if it chooses, authorize the Mayor and the Corporate Officer to sign the Fire Services Automatic Aid Agreement between the Town of Ladysmith and the Cowichan Valley Regional District (North Oyster Volunteer Fire Department).

**EXECUTIVE SUMMARY:**

The intent of automatic aid between fire departments is to allow resources from both parties to be automatically and simultaneously dispatched to structure fires only, regardless of the area of jurisdiction. In this agreement, the initial resources are identified as one fire engine and crew from each fire department. Additional resources needed or requested will be supported using the Mutual Aid Agreement.

**PREVIOUS COUNCIL DIRECTION**

N/A

**INTRODUCTION/BACKGROUND:**

The North Oyster and Ladysmith Fire Departments have historically worked closely together and share many operational and equipment similarities. The two already rely on each other for primary mutual aid assistance during structure fire events and other serious emergency incidents. The advantage of implementing an automatic aid program is that a structure fire emergency event would receive fire services from the closest available provider by supplying seamless service through dispatching protocols.

The initial resources are identified in the agreement as being one fire engine and crew from each fire department. Additional resources needed or requested will be supported using the Mutual Aid Agreement, which Council approved earlier this year.

Structure fire incidents are resource heavy. Best practice (NFPA 1720) recommends 15 personnel on scene within 9 minutes. This is very difficult to accomplish during daytime hours for most paid-on-call departments on Vancouver Island. By pooling resources with neighboring departments and having them automatically dispatched, more actions can be taken sooner,

raising the probabilities of successfully protecting life and property and reducing the amount of damage due to fire.

Since 2015, Ladysmith has several examples of daytime incidents that would have benefited from automatic dispatch of NOVFD. In 2015 and in 2017, there are two specific examples where earlier dispatch of NOVFD would have brought resources into town sooner, and may have helped reduce damage to the structure and reduce or eliminate damage to neighboring dwellings. Year to date, NOVFD have had one structure fire call which Ladysmith Fire/Rescue attended under the Mutual Aid Agreement.

At its Regular Board Meeting held September 9, 2020, the CVRD Board authorized the execution of the Automatic Aid Agreement (Appendix A) with the Town of Ladysmith. The CVRD staff report is attached as Appendix B.

#### **ALTERNATIVES:**

Council can choose to:

1. Not enter into a Fire Services Automatic Aid Agreement with the CVRD.

#### **FINANCIAL IMPLICATIONS:**

Emergency resources are to be supplied at no expense and no demands for reimbursement shall be made except for the scenarios outlined in Section 19.1(a), (b) and (c) of the Agreement to a maximum of \$5,000.

There will be minimal added cost to operations. Ladysmith has responded to three structure fire calls to date in 2020, with a five-year average of seven. Ladysmith has not requested mutual aid for structure fires this year, and have provided mutual aid to NOVFD twice. In 2019, NOVFD responded to thirteen structure fires (unusually high last year, typical average would be 4), and requested mutual aid from LFR for six of those. Ladysmith requested NOVFD mutual aid at four structure fires in 2019, out of the twelve that were responded to. Year to date, NOVFD have had one structure fire call which Ladysmith Fire/Rescue attended under the Mutual Aid Agreement.

It is anticipated the automatic aid agreement may increase call volumes (to structure fires) by an average of two to three per year, as Ladysmith already provides mutual aid to North Oyster for structure fires, and vice versa. Average cost for a structure fire call is two hours or roughly \$1,000 per call.

There will be no added cost based on the semi-annual training sessions, as these are already happening and included in the Fire Department operating budget.

#### **LEGAL IMPLICATIONS:**

Each jurisdiction must maintain liability insurance of not less than \$5,000,000, as is current practice.



**CITIZEN/PUBLIC RELATIONS IMPLICATIONS:**

Automatic mutual aid agreements provide residents with assurance that multiple fire departments will now be responding to structure fire events. For each department, knowing a minimum of one more crew will be coming allows firefighters to move to an interior attack sooner, based on WorkSafe regulations that structure fires are “Low Frequency – High Risk” events.

**INTERDEPARTMENTAL INVOLVEMENT/IMPLICATIONS:**

N/A

**ALIGNMENT WITH SUSTAINABILITY VISIONING REPORT:**

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

**ALIGNMENT WITH STRATEGIC PRIORITIES:**

- |   |  |
|---|--|
| <input type="checkbox"/> Infrastructure | <input type="checkbox"/> Economy                   |
| <input type="checkbox"/> Community      | <input checked="" type="checkbox"/> Not Applicable |
| <input type="checkbox"/> Waterfront     |  |

***I approve the report and recommendation(s).***

**Allison McCarrick, Chief Administrative Officer**

**ATTACHMENT(S):**

- Appendix A - Fire Services Automatic Aid Agreement
- Appendix B - August 25, 2020 CVRD Staff Report to CVRD Community Services Committee

# APPENDIX A

## AGREEMENT FOR SERVICES

**THIS AGREEMENT** Dated for Reference this \_\_\_\_\_ day of \_\_\_\_\_, 2020

**BETWEEN:**

**COWICHAN VALLEY REGIONAL DISTRICT**  
(on behalf of the North Oyster Volunteer Fire Department – “NOVFD”)  
175 Ingram Street  
Duncan BC V9L 1N8  
(the "Regional District")

AND

**THE TOWN OF LADYSMITH**  
(on behalf of Ladysmith Fire Rescue – “LFR”)  
PO BOX 220  
410 Esplanade  
Ladysmith BC V9G 1A2  
  
("Ladysmith")

(hereinafter called the "Parties")

### **WHEREAS:**

- A. Under section 263(1)(b) of the *Local Government Act*, the CVRD may make agreements with a public authority respecting the undertaking, provision and operation of its services;
- B. Each of the Parties is a public authority as defined in the Schedule to the *Community Charter* which applies to all the Parties because of section 2 of the Schedule to the *Local Government Act*;
- C. Ladysmith has the power under sections 8(1) and 11(2) of the *Community Charter* to make this Agreement;
- D. All of the Parties provide the service of fire protection and maintain their own Emergency Resources; and
- E. By entering into this Agreement, the intention of the Parties is to provide and/or receive assistance from the closest available fire department to structure fire emergencies within their respective jurisdictions and to supplement each other's firefighting resources in order to provide more effective, efficient and timely responses to those incidents.

**NOW, THEREFORE, THIS AGREEMENT WITNESSES** that in consideration of the mutual covenants and provisions herein contained, the Parties covenant and agree as follows:

## **1.0 DEFINITIONS**

### **1.1 In this Agreement:**

- a) **"Ancillary Equipment"** means firefighting, emergency and lifesaving equipment, and portable water supply.
- b) **"Area of Jurisdiction"** means the area over which the Fire Department of a Party has legal authority to operate.
- c) **"Assistance"** means the equipment and personnel provided by one Party to another Party as described in section 7 of this Agreement.
- d) **"Automatic Aid"** means the automatic dispatch of and the provision of Assistance by the Fire Departments of both Parties to a structure fire emergency in either Party's Area of Jurisdiction.
- e) **"Designate"** means a person who is designated by the Fire Chief of one of the Parties to have the powers and authority of the Fire Chief in the Fire Chief's absence.
- f) **"FireComm"** means the fire dispatch service provided to the Parties to this Agreement.
- g) **"Fire Chief"** means the Fire Chief of a Fire Department.
- h) **"Fire Department"** means the fire department of a Party to this Agreement.
- i) **"Incident Commander"** means the individual responsible for the management of all operations at a structure fire emergency or other emergency incident site.
- j) **"Mutual Aid"** means the receiving and providing of additional resources to emergency incidents on a case-by-case basis by way of contractual agreement between parties.
- k) **"Officer in Charge"** means the Senior Officer in attendance at an emergency, representing a fire department rendering assistance at an emergency, pursuant to this Agreement.
- l) **"Party"** means a party to this Agreement.
- m) **"Providing Party"** means a Party providing Assistance under this Agreement.

- n) **"Receiving Party"** means the Party in whose Area of Jurisdiction the Assistance is provided under this Agreement.
- o) **"Senior Officer"** means the senior officer in attendance at a fire emergency, i.e. Fire Chief, Deputy or Designate.

## 2.0 OBJECTIVES

### 2.1 The objectives of all Parties are:

- (a) To ensure that the resources of the Fire Department nearest to a reported structure fire emergency are dispatched automatically, regardless of the Area of Jurisdiction of that emergency.
- (b) To provide sufficient firefighting personnel, water and equipment that would not otherwise be available, so that fire extinguishment and rescue evolution may be activated in a timely manner at a structure fire emergency.
- (c) To provide for an enhanced, effective and economical level of rescue, fire extinguishment and mitigation services for residents who could benefit from response timesaving's of automatic aid as compared to Mutual aid.
- (d) To ensure that the Fire Departments of the Areas of Jurisdiction entering into this Automatic Aid Agreement implement Standard Operating Guidelines (SOG) that address resource requirements and the actions necessary to respond to emergency events that may occur within their own jurisdictions or neighbouring Areas of Jurisdiction.
- (e) Annual meetings shall be held between the parties to review Operational Guidelines and or pre-plans for properties with significant risk including commercial or industrial occupancies.

## 3.0 STRUCTURE FIRES ONLY

- 3.1 Automatic Aid will be provided under this Agreement to structure fire emergencies only; response is provided to other emergencies and types of fire in the Areas of Jurisdiction as directed by the Mutual Aid Agreement between the Parties as renewed or replaced, and under any other Mutual Aid Agreements.

## 4.0 DISPATCH

- 4.1 The Parties will request FireComm to initiate a response from the Fire Departments of both Parties when a structure fire emergency is reported within either of their Areas of Jurisdiction, with the first call for response going to the Fire Department in whose Area of Jurisdiction the emergency occurs and the second call going immediately after to the other Providing Party.

- 4.2 The Parties will provide FireComm with a copy of this Agreement upon its execution and approval by the Boards of all Parties.

## **5.0 ADDITIONAL SUPPORT**

- 5.1 If, in addition to Assistance, more support or coverage is needed for a structure fire emergency, it shall be initiated through existing Mutual Aid Agreements with other fire departments. ,

## **6.0 RESPONSE AREAS**

- 6.1 Responses under this Agreement are limited to within the Areas of Jurisdiction of the Parties.

## **7.0 TYPE OF ASSISTANCE**

- 7.1 NOVFD will provide the following Assistance to LFR:  
Personnel: Sufficient members to man equipment  
Equipment: Engine
- 7.2 LFR will provide the following Assistance to NOVFD:  
Personnel: Sufficient members to man equipment  
Equipment: Engine

## **8.0 LIMITATIONS**

- 8.1 If, at the time of Automatic Aid notification, Assistance from a Providing Party is unavailable, temporarily depleted or required elsewhere within its Area of Jurisdiction or to another jurisdiction by a Mutual Aid Agreement, the Providing Party will notify the Receiving Party immediately of the circumstances by the fastest means of communication.

## **9.0 JURISDICTIONAL PRIORITY**

- 9.1 This Agreement does not commit any Fire Department to take action if in the opinion of the Senior Officer of the Providing Party, a response would unduly jeopardize the response capability or safety of that Department within its own Area of Jurisdiction, in which case, the Providing Party will notify the Receiving Party immediately of the circumstances by the fastest means of communication.

## **10.0 JOINT TRAINING**

- 10.1 Joint training exercises are to be conducted by the Parties at least semiannually under the coordination and supervision of the Parties' respective Fire Chiefs or Training Officers, to ensure their procedures for firefighting, equipment preparation and communications are consistent.

## **11.0 COMMUNICATIONS**

- 11.1 The Parties shall provide FireComm with a copy of this Agreement at least one month prior to the commencement date and the Parties shall jointly coordinate with FireComm on the implementation of the Automatic Aid procedures.
- 11.2 Prior to the commencement of this Agreement, the Parties will develop communications procedures, equipment and documents for verifying response and communicating at incidents and will maintain and update them throughout the Term.

## **12.0 INCIDENT COMMAND**

- 12.1 Where a response under this Agreement is made, the first Fire Department to arrive on scene with a full crew will utilize the Incident Command System and assume the role of Incident Command. The Incident Commander shall have command and control of the incident and all manpower and equipment until relieved by the Senior Officer of the Fire Department having jurisdiction where the incident is occurring. The Incident Commander will be in command over all responding fire crews and will communicate with them in a manner designed to ensure their operations are coordinated.

## **13.0 FIRE INCIDENT REPORTING**

- 13.1 Each Party will be responsible for completing any reports required by law or by request for structure fires within their respective Areas of Jurisdiction and the other Party will cooperate in providing necessary information in its possession.

## **14.0 GUIDELINES AND PROTOCOLS**

- 14.1 Each Party will respect the guidelines and protocols set out in Schedule A to this Agreement in their performance of this Agreement.

## **15.0 IDEMNIFICATION**

- 15.1 The Requesting Party shall indemnify and save harmless the Providing Party, its elected and appointed officers and officials, employees, agents, and servants from any and all claims, causes of action, suits and demands whatsoever arising out of the assistance rendered by the Providing Party, its elected and appointed officers and officials, employees, agents, and servants under this Agreement, the failure to respond to a request for assistance pursuant to this Agreement, or, the failure to render adequate assistance under this Agreement, except where the Responding Party, or any of its elected or appointed officers or officials, employees, agents, or servants, has in relation to the provision of assistance under this Agreement, been negligent.
- 15.2 In the event that a Party acts independently of a request for assistance under this Agreement by a Requesting Party, then the Party shall not be entitled to indemnity pursuant to section 15.1, but shall be responsible for their own legal liabilities and shall accordingly indemnify and save harmless the Providing Party under this Agreement for any and all liabilities, actions, damages and claims of whatever nature or kind arising out of the independent act of the Party.

- 15.3 No Party to this Agreement shall be liable in damages to any other Party for failing to respond to a request for assistance under this Agreement or for failure to render adequate assistance under this Agreement.

## **16.0 INSURANCE**

- 16.1 Each Party shall procure and maintain in force at their own cost during the Term of this Agreement a comprehensive general liability insurance policy, policies, or program with a limit of not less than FIVE MILLION (\$5,000,000.00) DOLLARS inclusive per occurrence for bodily injury (including death), personal injury and property damage. The policy, policies, or program must include but not be limited to the following coverage/provisions:

- (a) all premises and operations necessary or incidental to the performance of this Agreement;
- (b) products and completed operations;
- (c) "Broad Form" property damage;
- (d) blanket contractual liability; and
- (e) cross liability.

- 16.2 In the event that a Party proposes to withdraw from insurance coverage provided by the Municipal Insurance Association (MIA), the withdrawing Party shall provide the other parties with a minimum ninety (90) days' written notice of the proposed effective date of withdrawal from MIA so that each of the other Parties may either satisfy itself, in its sole discretion, that appropriate insurance coverage will be in place for the remainder of the Term or serve notice of withdrawal from this Agreement on the withdrawing Party pursuant to section 17.1 of this Agreement.

- 16.3 Each Party shall maintain WorkSafe BC coverage and other required occupation health and safety coverage for its own personnel.

## **17.0 WITHDRAWAL**

- 17.1 Any Party may withdraw from this Agreement by providing one hundred twenty (120) days' written notice, delivered in accordance with this Agreement, to the other Parties.

## **18.0 WAIVER AND AMENDMENTS**

- 18.1 The waiver by a Party or Parties of any failure on the part of another Party or Parties to perform in accordance with any of the terms or conditions of this Agreement must not be construed as a waiver of any future or continuing failure, whether similar or dissimilar.

- 18.2 This Agreement may only be amended by written agreement of the Parties in the form of a formal amending agreement.

## **19.0 FEE FOR SERVICE**

- 19.1 The Receiving Party under this Agreement shall not be responsible for costs associated with the response provided by the Providing Party with the exception of:
- (a) consumable materials such as foam extinguishing agents
  - (b) apparatus used by the Receiving Party that becomes damaged or inoperable due to misuse to a maximum of \$5000.00

- (c) ancillary equipment supplied to, and used by the Receiving Party that becomes damaged or lost to a maximum of \$5000.00
- (d) A Party making a claim under 19B or 19C must make such claim within 60 days of the emergency incident where the damage occurred.

## **20.0 MUTUAL AID AGREEMENTS**

- 20.1 This Automatic Aid Agreement shall not replace any existing Mutual Aid Agreements made between the Parties, or with other Parties.

## **21.0 EFFECTIVE DATES AND ADMENDMENTS**

- 21.1 This Automatic Aid agreement shall take effect upon its signing by both Parties and shall be reviewed by them on an annual basis.

## **22.0 NOTICE**

- 22.1 Unless otherwise specified herein, any notice required to be given under this Agreement by any Party will be deemed to have been given if addressed to the Secretary or Administrator of the other Party and mailed by prepaid registered mail, or sent by facsimile transmission, or delivered to the address of the other Party set forth on the first page of this Agreement or at such other address as the other Party may from time to time direct in writing.
- 22.2 Any such notice will be deemed to have been received if mailed or faxed, Five (5 days) after the time of mailing or faxing and, if delivered, upon the date of delivery.
- 22.3 If normal mail service or facsimile service is interrupted by strike, slow down, force majeure or other cause, then a notice sent by the impaired means of communication will not be deemed to be received until actually received, and the Party sending the notice must utilize any other such services which have not been so interrupted or must deliver such notice in order to ensure prompt receipt thereof.

## **23.0 DISPUTE RESOLUTION**

- 23.1 Should a dispute arise regarding any matter involving this Agreement it will be adjudicated by a panel of one appropriately qualified staff person designated by each of the Local Government Parties to this Agreement. The decision of the panel will be by simple majority.

## **24.0 HEADINGS**

- 24.1 Section and paragraph headings are inserted for identification purposes only and do not form a part of this Agreement.

## **25.0 LANGUAGE**

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



## 26.0 LAW APPLICABLE

26.1 This Agreement shall be construed in accordance with and governed by the laws applicable in the Province of British Columbia.

**IN WITNESS WHEREOF** the Parties hereto have set their hands and seals as of the Date of Reference on the first page of this Agreement.

**COWICHAN VALLEY REGIONAL DISTRICT**  
by its authorized signatories:

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

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

**THE TOWN OF LADYSMITH** by its authorized  
signatories:

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

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

**SCHEDULE A**  
**AUTOMATIC AID AGREEMENT between Cowichan Valley Regional District, North**  
**Oyster Volunteer Fire Department District, and the Town of Ladysmith, Ladysmith**  
**Fire Rescue Fire Protection District.**

**GUIDELINES FOR AUTOMATIC AID ACTIVATION**

1. The Fire Department of the jurisdiction in which a structure fire emergency occurs is required to respond to the incident with the resources available at the time of the incident.
2. The dispatching of additional resources in a jurisdiction experiencing a structure fire emergency may be necessary. Additional resources must be ordered into action immediately as required.
3. Mutual Aid agreements and associated responsibilities continue to be the priority. Therefore, a local jurisdiction may not be in a position to provide Automatic Aid, should its resources be committed or involved in support of an emergency activated through Mutual Aid.
4. Jurisdictions participating in the Automatic Aid Agreement are qualified to participate only if they are capable of providing service in accordance with the requirements of the Agreement and are supported by Standard Operating Guidelines.

**PROTOCOLS FOR AUTOMATIC AID ACTIVATION AND PARTICIPATION**

1. Automatic Aid response services are restricted to reported structure fire emergencies. "Reported" includes notification made by an individual through the 911 system, a monitored alarm or direct reporting.
2. Automatic Aid will be available twenty-four (24) hours a day, seven (7) days a week.
3. The Fire Department providing Automatic Aid will be dispatched at the same time as the Department whose jurisdiction where the incident is occurring to ensure a timely response to the structure fire event.
4. Apparatus response by the Fire Department providing Automatic Aid may include an engine and crew.
5. The initial crew of firefighters responding in Automatic Aid will assemble at the fire station prior to responding in the designated apparatus.
6. Additional firefighters not on scene at the structure fire emergency will remain at the fire station on standby until released from duty.

7. The Fire Department responding as Automatic Aid shall not allow all of its firefighters to be committed to the event that is occurring outside of its jurisdiction unless arrangements have been made for fire protection from another Mutual Aid provider.
8. It is understood that a Fire Department's primary responsibility is life safety, property protection and the environment within the jurisdiction it serves. Should another emergency event occur while providing Automatic Aid, the Providing Fire Department may be redirected during response to Automatic Aid or be cleared from Automatic- Aid to respond to the emergency within its own jurisdiction.
9. The local jurisdiction receiving Automatic Aid will provide a complete response to the structure fire emergency and will make every effort to release the Automatic-Aid provider in a timely manner.



# APPENDIX B

## STAFF REPORT TO COMMITTEE

**DATE OF REPORT** August 25, 2020  
**MEETING TYPE & DATE** Community Services Committee of September 9, 2020  
**FROM:** Emergency Management Division  
Community Services Department  
**SUBJECT:** Fire Services Automatic Aid Agreement  
**FILE:**

---

### PURPOSE/INTRODUCTION

The purpose of this report is to recommend that the Board authorize the execution of an Automatic Aid Agreement with the Town of Ladysmith to provide fire services during structure fire emergencies. The Automatic Aid Agreement has been developed in consultation with, and is supported by, each party's Fire Chief, the Fire Department's Officers and the CVRD's Fire Rescue Services Coordinator.

### RECOMMENDED RESOLUTION

That it be recommended to the Board that the Automatic Aid Agreement between CVRD (for the North Oyster Volunteer Fire Department) and the Town of Ladysmith (for Ladysmith Fire Rescue) to provide fire services during structure fire emergencies be approved.

### BACKGROUND

The intent of automatic aid between fire departments is to allow resources from both parties to be automatically and simultaneously dispatched to structure fires only, regardless of the area of jurisdiction. In this agreement, the initial resources are identified as one fire engine and crew from each fire department. Additional resources needed or requested will be supported using the Mutual Aid Agreement.

The Automatic Aid Agreement is provided at no cost to the partnering Fire Departments.

### ANALYSIS

In contrast to mutual aid agreements, automatic aid agreements are programs designed to provide and/or receive assistance from the closest available resource, irrespective of municipal or fire service boundaries, on a day-to-day basis.

The advantage of implementing an automatic aid program is that the structure fire emergency event would receive fire services from the closest available provider by supplying seamless service through the elimination of artificial service boundaries and dispatching protocols.

Some additional benefits of an automatic aid agreement include: an enhancement of the level of public safety, a reduction of the critical element of time between the commencement of a fire and actioning the fire, reduces loss of life, property and environment, and improvement of public and firefighter safety.

The North Oyster and Ladysmith Fire Departments have historically worked closely together and share many operational and equipment similarities. They already rely on each other for primary mutual aid assistance during structure fire events and other serious emergency incidents.

### FINANCIAL CONSIDERATIONS

Emergency resources shall be supplied at no expense and no demands for reimbursement shall be made except for the scenarios outlines in Section 19.1 (a) (b) and (c) where it states that "consumable materials such as foam extinguishing agents, damaged or inoperable apparatus due to misuse to a maximum of \$5000, ancillary equipment supplied to that becomes damaged or lost to a maximum of \$5000."

Section 16.0 outlines the requirements for each jurisdiction to maintain liability insurance of not less than \$5,000,000 dollars.

### COMMUNICATION CONSIDERATIONS

If approved, Emergency Management staff will work with the Communications and Engagement staff to inform the citizens in the region about the new agreement and its benefits.

### STRATEGIC/BUSINESS PLAN CONSIDERATIONS

N/A

### GENERAL MANAGER COMMENTS

☐ Not Applicable

Referred to (upon completion):

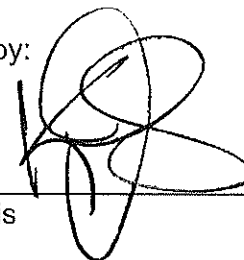
- ☒ Communications & Engagement
- ☐ Community Services (*Cowichan Community Centre, Cowichan Lake Recreation, South Cowichan Recreation, Arts & Culture, Emergency Management, Facilities & Transit*)
- ☒ Corporate Services (*Finance, Human Resources, Legislative Services, Information Technology, Procurement*)
- ☐ Engineering Services (*Environmental Services, Recycling & Waste Management, Water Management*)
- ☐ Land Use Services (*Community Planning, Development Services, Inspection & Enforcement, Economic Development, Parks & Trails*)

Prepared by:

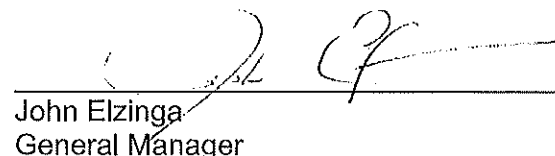


Jason deJong, ECFO  
Fire Rescue Services Coordinator

Reviewed by:



Kelr Gervais  
Manager



John Elzinga  
General Manager

Reviewed for form and content and approved for submission to the Committee:

Resolution:

Financial Considerations:

☒ Manager, Legislative Services

☒ Manager, Finance

**STAFF REPORT TO COUNCIL**

**Report Prepared By:** Chris Barfoot, Director Parks, Recreation and Culture  
**Meeting Date:** January 5, 2021  
**File No:**  
**Re:** Park Naming Request "Rutti Park"

**RECOMMENDATION:**

That Council name the parkland located on Russell Road and designated as 'Park' on Plan EPP93777 as Rutti Park.

**EXECUTIVE SUMMARY:**

The purpose of this report is to provide information to Council regarding a request from a resident to name parkland currently designated as 'Park' on Plan EPP93777 located on the lot previously part of 900 Russell Road. The request is to name the parkland "Rutti Park" and has followed the process outlined in the Town's "Park and Facility Naming Policy 12-5810-B".

**PREVIOUS COUNCIL DIRECTION**

CS 2019-212	That Council refer to the Parks, Recreation & Culture Advisory Committee the request by Bill and Sheila Andreychuk, in their correspondence dated May 27, 2019, to name the Russell Road Park "Oiva Rutti Park".
CS 2019-387	That Council direct staff to develop a draft Park Naming Policy and application process for Council's consideration.
CW 2020-013	That the Committee refer the draft Park and Facility Naming Policy and application process, with accompanied park and facility naming inventory, to Council for consideration.
CS 2020-049	That Council adopt the draft Park and Facility Naming Policy and application process, with accompanied park and facility naming inventory

**INTRODUCTION/BACKGROUND:**

Following the receipt of a park naming request in May of 2019 and direction from Council, staff drafted a Park and Facility Naming Policy for Council's consideration. The policy was approved by Council in February 2020 and is provided in Attachment A. Under the new policy, a request to name a park must be based on the direct relationship or association that exists between a person or group and the facility/park to be named. In the cases where the request is to name a park after a person, there must be a relationship between the person's current or former place of residence and the park to be named.

On May 6, 2020, Shelia Andreychuk applied to have the neighbourhood park located in the 900 block of Russell Road (outlined below in red in figure 1) officially named "Rutti Park" in honor of



**ANALYSIS:**

Staff have completed all applicable requirements described in the Town's Park and Facility Naming Policy, and see no apparent issue with the proposed name of this neighbourhood park. The Ladysmith & District Historical Society (LDHS) were consulted and endorse the renaming of parkland designated as 'Park' on Plan EPP93777 located on the lot previously part of 900 Russell Road to "Rutti Park". They see it as a fitting way to recognize the role this pioneer family played in the development of the community (Attachment D).

**ALTERNATIVES:**

Council can choose to:

1. Not formally name the park.
2. Direct that a different name be given to the park.
3. Refer the application back to staff for further review and analysis.

**FINANCIAL IMPLICATIONS:**

The cost of a sign for the park will be absorbed through operational budgets.

**LEGAL IMPLICATIONS:**

N/A

**CITIZEN/PUBLIC RELATIONS IMPLICATIONS:**

As noted by the PRCAC and the LDHS, the park would be a fitting way to recognize the role that the Rutti family played in the development of Ladysmith as a community.

**INTERDEPARTMENTAL INVOLVEMENT/IMPLICATIONS:**

N/A

**ALIGNMENT WITH SUSTAINABILITY VISIONING REPORT:**

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

**ALIGNMENT WITH STRATEGIC PRIORITIES:**

- |   |   |
|---|---|
| <input type="checkbox"/> Infrastructure       | <input type="checkbox"/> Economy        |
| <input checked="" type="checkbox"/> Community | <input type="checkbox"/> Not Applicable |
| <input type="checkbox"/> Waterfront           |   |

***I approve the report and recommendation(s).***

**Allison McCarrick, Chief Administrative Officer**



**ATTACHMENT(S):**

Attachment A – Sheila Andreychuk Park Name Application

Attachment B – 12 5810 B Park and Facility Naming Policy

Attachment C - Rutti Family History

Attachment D – LDHS Support Letter to Town Naming of Rutti Park

## ATTACHMENT A

## APPLICATION TO NAME PARK, OPEN SPACE, FEATURE/AMENITY OR FACILITY

Applicant (Individual or Group Name): Sherila Andrychuk

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Location of park, open space, park feature / amenity or facility to be named:

Turn right off Russell on to the end of  
Rothdale RdProposed Name: Ruttie

Background information describing the accomplishments and or legitimacy of the name designation:

To name the park Russell Rd Park is most  
unfitting.

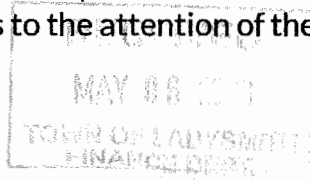
The land that was designated a park, by the  
developer belonged to the Rutli family  
for 100 yrs. Its most fitting it be named after the  
The land where the Tom Wickham Park is, family  
belonged to the Wickham family

Talking to many people who frequently use  
the Park, agree it should be The Rutli Pk.

Also we all hope the town will place a  
sign like the Tom Wickham Park at the  
extension of Rothdale Rd entrance to the Park.

Thank you.

Please include supporting documents, letters of endorsement and petition if applicable and return to the below address to the attention of the Director of Parks, Recreation & Culture.

S. AndrychukMay 6/2020

TOPIC:	Park and Facility Naming Policy
POLICY No:	12-5810-B
APPROVED BY: Council	RESOLUTION No: CS 2020-049
DATE:	February 4, 2020
AMENDED:	

**Purpose:**

The Town of Ladysmith is committed to providing a fair, consistent and efficient process with respect to naming, renaming or dedication of Town assets such as parks, trails and facilities. The purpose of this policy is to establish a systematic and consistent approach for the official naming or renaming of municipal parks, recreational areas, amenities and facilities within the Town of Ladysmith.

**Definition of Terms:**

- **Component Feature/Facility** - means all substantial structures or recreational aspects of a park, which includes, but is not limited to, such things as: sport fields, ball diamonds, hard surface courts, playgrounds, tennis courts, pickle ball courts, gardens, washrooms/change rooms/fieldhouses and skateboard park facilities, etc.
- **Commemorative Naming** - naming rights granted to honour outstanding achievement, distinctive service, or significant community contribution. Commemorative naming will not include a financial contribution.
- **Individual and Community Organization Commemorative Naming** - naming rights granted to an individual, group of individuals, family foundation, or a non-profit community organization in recognition of significant philanthropy.
- **Open Space** - includes, but is not limited to, trails, pathway systems, and green spaces under the jurisdiction of the Town of Ladysmith.
- **Parkland** - means all parkland designations including, but not limited to, dedicated parkland, parks, community parks, neighbourhood parks, etc. owned by and/or under the jurisdiction of the Town of Ladysmith.
- **Significant Financial Gifts** - means a monetary donation reflective of the total capital cost or appraised value of the amenity being considered for naming.

**Criteria****1. Commemorative Name Designation Associated with Functional Use or Location**

- 1.1. This is based on geographical location, historical or cultural significance, distinctive natural or geological features, and the wishes of the community in which it is located.

- Staff may assign a name based on the adjacent street, functional use, geographic feature, community name or historic significance.
- Chosen names within this designation shall be assigned by staff and may remain unchanged until Council has approved a formal request for name change.

## **2. Commemorative Name Designation Associated in Honour of Individuals or Groups**

- 2.1. This section applies to any request for naming renaming a park/open space, or component feature in honour of individuals or groups. All requests for naming, designating or renaming in honour of individuals or groups shall be submitted in writing to the Director of Parks, Recreation and Culture, and will include a supporting application, explanation and/or justification;
- 2.2. Staff to conduct a historical review prior to referring to Parks, Recreation and Culture Advisory Committee or Council
- 2.3. The Director will forward the letter of request and or accompanied application to the PRCAC for recommendation to Council;
- 2.4. The Director will forward the PRCAC recommendation(s) to Council for consideration.
- 2.5. Names for consideration shall be those of distinguished persons, organizations, corporations, foundations or families:
  - where there has been significant contribution to the quality of life or well-being of the citizens of the Town of Ladysmith;
  - where the person/group is perceived as a role model and open to close scrutiny relative to their character, integrity and values;
  - demonstrated excellence, courage or exceptional service to the citizens of the Town of Ladysmith;
  - to memorialize or otherwise recognize substantial gifts and significant donors, individuals designated by donors, or individuals who have made exemplary or meritorious contributions to the Town;
  - where there is a strong historical or cultural connection to the Town and has a major contribution to the historical or cultural preservation of the Town;
  - where there is a strong contribution toward environmental preservation, conservation or enhancement of the Town;
  - where there is a major contribution made to the acquisition, development or conveyance of land or building in question and/or its subsequent development; or
  - where there is a direct relationship or association that exists between the place or former place of residence of the person or group and the facility/park to be named.
- 2.6. Naming in honour of elected or appointed public officials, Town of Ladysmith officials, or staff shall normally occur only after the public service or Town employment has concluded.
- 2.7. Notwithstanding the above, Council, by resolution, may approve a name or name change in honour of individuals or groups when circumstances justify such action. Council may

also remove the original name designation when circumstances justify such action.

### **3. Commemorative Names of Provincial, National or International Significance**

- 3.1. Council may approve a name or name change in honour of individuals or groups who have made an outstanding contribution provincially, nationally, or internationally.
- 3.2. In such instances, and prior to approving the use of any name of individuals or group, staff shall investigate any protocol and/or requirements of any provincial, national or international agency or organization.

### **4. Names Derived from Significant Financial Contributions**

- 4.1. In selected instances where a naming request has been proposed as a result of receiving a unique and extraordinary financial, or other significant contribution, towards the acquisition, creation or redevelopment of a property or park consideration will be given to the sponsorship contribution being provided. The merits and value of each such naming will be evaluated on a case-by-case basis. It should not be assumed that a financial contribution guarantees that a park is named after the service club/business/individual/organization.

### **5. Renaming Existing Parks**

- 5.1. Renaming of parks and open spaces carries with it a much greater burden of process compared to initial naming. Tradition and continuity of name and community identification are important community values. Each application must meet the criteria in this policy, but meeting all criteria does not automatically ensure renaming. Critical examination will be conducted to ensure that renaming the park will not diminish the original justification for the name or the prior contributors. Renaming will follow the same procedures as naming a park/open space, or component feature.
- 5.2. Only parks and facilities named for geographic location, outstanding feature or subdivision should be considered for renaming. Parks that have been named by deed restriction shall not be considered for renaming.
- 5.3. Parks and facilities named after individuals shall not be changed unless it is found that because of the individual's character the continued use of their name would not be in the best interest of the community.
- 5.4. Existing names will not be changed without the consideration of:
  - the historical significance of the existing name;
  - the impact on the individual or organization associated with the existing name; and
  - the cost and impact of changing existing signage, rebuilding community recognition and updating records (data bases, maps, promotional materials, etc.).
- 5.5. Only nominations having a direct relevance to the park/open space, or a component feature within the space in question will be considered for renaming.

- 5.6. Renaming of a park/open space, or component feature may occur if:
- the policy criteria are met;
  - a valid justification for renaming the facility is provided;
  - changing the name will not cause undue confusion within the community; and
  - an appropriate level of community support exists.

## **6. Approval Process**

- 6.1. Staff to forward proposal to local neighbourhood association or community group for comments if applicable.
- 6.2. Staff to forward proposal to donor for comment (if land or facility was gifted to the Town).
- 6.3. Staff to conduct historical review prior to recommendation of approval.
- 6.4. Staff to ensure nominee (or legal representative / family if nominee is deceased) is in agreement with naming proposal.
- 6.5. Naming proposal placed on website for 30 calendar days seeking written comments from the public.
- 6.6. Director of Parks, Recreation and Culture to submit report including application, historical background and comments received to the Parks, Recreation and Culture Advisory Committee for recommendation for Council's consideration.

## **7. Inventory of Names**

- 7.1. The Parks, Recreation and Culture Department shall be responsible for maintaining an inventory of names for parks/open spaces, and component features/facilities.
- 7.2. Practices to be avoided include:
- naming a park after a nearby, but not immediately adjacent, school or institution that may lead to confusion regarding their respective locations;
  - use of existing (or similar) names of parks within the Town, to avoid duplication and confusion;
  - names that are meaningful only to a few members of the community;
  - proposed request that a specific builder, developer or real estate company be used in the name; and,
  - chosen names reflect streets not adjacent to park to ensure continuity and minimize conflicts for emergency services.

## **8. Signage**

- 8.1. The Town will be responsible for coordinating the public presentation of signage to acknowledge the naming/renaming designation. Costs associated with naming/renaming of a park/open space or component feature as outlined in this policy will be assumed by the Town of Ladysmith.
- 8.2. The Town will have final approval for the selection and location of any signage, including text and design.

- 8.3. The Town will be responsible for coordinating the public presentation of signage to acknowledge the naming/renaming designation. The Town of Ladysmith will assume costs associated with naming/renaming of a park/open space or component feature as outlined in this policy.
- 8.4. The Town will have final approval for the selection and location of any signage, including text and design.
- 8.5. The Town will bear the responsibility of ongoing maintenance for the signage.

# ATTACHMENT C

**HUGO RUTTI\***

B. 1882 TORNIO FINLAND  
D. 1966 LADYSMITH

MARRIED 1920

**EVA KONDELAN**

B. 1886 FINLAND  
D. 1970 LADYSMITH

Arrived Van. Island 1910

Initially a coal miner.

Purchased 10 acres from John Russell

Later added 10 acres to farm.

**OIVA RUTTI\***

B. 1922 LADYSMITH  
D. 2004 LADYSMITH

MARRIED 1940

**ETHEL LAMONT**

B. 1922 LADYSMITH  
97 YEARS OF AGE IN 2019

MILLWRIGHT IN MAC. BLO.  
THEN FARMED.

\*

See photograph

**DOUGLAS OIVA RUTTI\***

B. Circa 1940 LADYSMITH

Married Sharon Wanda Eves

B: 1944. D: 2013

**HAROLD RUTTI**

B. 1940+ LADYSMITH

Married Debbie (family name not known)

Had children: No information currently available.

**STEVEN DOUGLAS RUTTI**

Married Catherine Gallant

Children:

Hailey Nicole Ford (Rutti)

Coleton Steven Rutti



RUTTI FAMILY FARM  
PHOTO CIRCA 1942/3 SHOWING  
HUGO RUTTI  
SON OIVA RUTTI  
GRANDSON DOUGLAS RUTTI

KNIGHT PHOTO 2009 010 139

N 1942/3

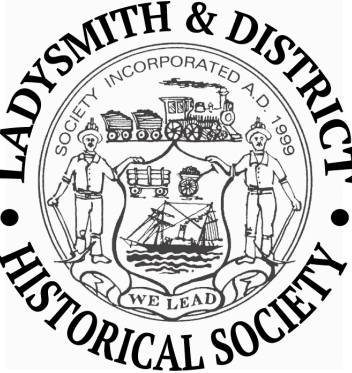
HUGO

OIVA

DOUGLAS



# ATTACHMENT D



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

Tel/Fax: 250.245.0100  
Email:  
info@ladysmithhistoricalsociety.ca  
Website: ladysmithhistoricalsociety.ca

November 24<sup>th</sup> 2020

**To:**

Chris Barfoot  
Director Parks, Recreation and Culture  
Town of Ladysmith  
Box 220 – 410 Esplanade  
Ladysmith, BC V9G 1A2

**RE: Naming of Rutti Park**

Dear Chris,

The Ladysmith and District Historical Society is pleased to endorse the naming of Rutti Park on Russell Road as a fitting way to recognise the role this pioneer family played in the development of our community.

Hugo Rutti (born 1882, died 1966) arrived in Ladysmith in 1910 in a round-about way from his native Finland after spending time in the States. He initially worked in the Extension coal mines, subsequently purchased 10 acres of land from the Russell Family and turned to farming – later adding an additional 10 acres. Hugo was well known in Ladysmith selling farm produce from his cart.

Hugo married Eva Kondelan (born 1886, died 1970), also from Finland, in 1920. They had a son, Oiva Rutti (born 1922, died 2004) who worked as a Millwright before taking over the farm. Oiva married Ethel Lamont (born 1922, extant in 2019) in 1940. They had two sons Douglas Oiva and Harold. Both married and had issue.

110 years on from Hugo's arrival in Ladysmith, the family is still present in the area.

Yours truly,

President, Ladysmith & District Historical Society.

December 13, 2020

Dear Town of Ladysmith,

On behalf of Girl Guides of Canada's British Columbia Council, I am writing to ask for your support for girl empowerment in BC this February 22 by lighting up your local landmarks in the colour blue.

Every year on February 22, Girl Guides celebrate World Thinking Day, a day of international friendship. It is an opportunity to speak out on issues that affect girls and young women, celebrate the founding of Girl Guides, and be connected to the 10 million members around the world who are part of the Guiding movement.

Here in British Columbia, we have thousands of girls and women who are members of Girl Guides of Canada. We have Girl Guide programs in nearly every community in BC - including 5 local groups in Ladysmith this year - and our girls/volunteers light up their communities year-round through leadership, community service, and efforts to create *a better world, by girls*. Girls typically participate in annual Thinking Day activities held on/around February 22. Due to the impacts of COVID-19, our usual large gatherings, campfire singalongs, community events, special camps, and other activities are impacted, so this year will look different than usual.

For Thinking Day 2021, we will be celebrating in a way that is COVID-friendly, keeps our communities safe, and brings a smile to the faces of girls, families, volunteers, and the public: **Guiding Lights Across British Columbia**. This community initiative will light up outdoor landmarks, bridges, buildings, stadiums, and other illuminated locations, with blue lights, in celebration of the sisterhood of Guiding across BC and beyond, on February 22. Blue is the well-known colour of Girl Guides and girls/women in BC have worn their blue Girl Guide uniforms with pride for many generations.

We will be mobilizing our members to admire these lit-up sites in ways that comply with COVID-19 rules (both from public health authorities and Girl Guides' own member safety protocols) in effect at that time, posting photos on social media, emailing our members with info about how to participate, and more. We are excited for this open-air opportunity that will enable everyone to safely celebrate.

Our Girl Guide members and broader network of supporters would be thrilled to have your landmarks lit up as part of Guiding Lights Across British Columbia, and to highlight your participation as part of this province-wide event. Please contact us at [bc-pc@girlguides.ca](mailto:bc-pc@girlguides.ca) to confirm your ability to participate in this February 22, 2021 activity.

Thank you for your support for Guiding in BC!

Diamond Isinger  
Provincial Commissioner (BC)  
Girl Guides of Canada-Guides du Canada