TOWN OF LADYSMITH

Celebrate our Present. Embrace our Future. Honour our Past.

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

Tuesday, February 16, 2021

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

Pages

1. ACKNOWLEDGEMENT

The Town of Ladysmith acknowledges with gratitude that this meeting takes place on the traditional, unceded territory of the Stz'uminus First Nation.

2. CALL TO ORDER

Residents are encouraged to "virtually" attend the meeting by registering here: https://zoom.us/webinar/register/WN_qx8MEEaCQTOP2SvRsJWpAA. 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.

3. AGENDA APPROVAL

Recommendation
That Council approve the agenda for this Regular Meeting of Council for February 16, 2021.

4. RISE AND REPORT- Items from Closed Session

5. MINUTES

5.1. Minutes of the Regular Meeting of Council held February 2, 2021 — 5

Recommendation
That Council approve the minutes of the Regular Meeting of Council held February 2, 2021.

6. DEVELOPMENT APPLICATIONS

6.1. Temporary Use Permit: Temporary Shelter: 440 1st Avenue 12

Recommendation
That Council approve the issuance of Temporary Use Permit 3340-21-01 for a temporary shelter to support persons experiencing homelessness for the duration of the COVID-19 pandemic, at 440 1st Avenue, Lot 6, Block 27, District Lot 56, Oyster District, Plan 703, PID: 008-550-981.

7. COMMITTEE MINUTES

7.1. Public Art Task Group Minutes - December 3, 2020 and January 7, 2021 45

Recommendation
That Council receive for information the minutes of the December 3, 2020 and the January 7, 2021 meetings of the Public Art Task Group.

7.2. Community Planning Advisory Committee Minutes - February 3, 2021 49

Recommendation
That Council receive for information the minutes of the February 3, 2021 meeting of the Community Planning Advisory Committee.

8. REPORTS

8.1. CVRD Referral – OCP and Rezoning Referral for 4760 Brenton-Page Road 51

Recommendation
That Council direct staff to send the letter included as Attachment A to the February 16, 2021 staff report, in response to the December 23, 2020 referral from the CVRD seeking comments on an application to amend the CVRD OCP and Zoning Bylaws at 4760 Brenton-Page Road.

8.2. FCM Grant awarded – Uplands Remediation 74

Recommendation
That Council authorize the Mayor and Corporate Officer to sign the FCM Green Municipal Fund Grant Agreement GMF 17055 titled “Uplands Environmental Assessment and Remedial Action Plan” for remediation of Town-owned property referred to as the “uplands” in the Waterfront Area Plan.

8.3. Adjustments to Water Billing Accounts 98

Recommendation
That Council:

1. Approve the adjustment to Utility Account #0260000 in the amount of $3,206.83 due to a water leak occurring during the October-December 2020 quarterly billing; and
2. Approve a second adjustment to Utility Account #1066000 in the amount of $7,218.56 due to a water leak occurring during the October-December 2020 quarterly billing.

9. CORRESPONDENCE

9.1. Request for Letter of Support from Telus 101

Note that Telus has advised that if Council provides a letter of support they are able to submit it after the deadline noted in their letter.

Recommendation
That Council consider providing a letter of support to Telus, as requested in the correspondence received February 8, 2021 from Brian Gregg, regarding their Universal Broadband Fund grant application.

10. NEW BUSINESS

11. QUESTION PERIOD

Residents are encouraged to "virtually" attend the meeting and ask their questions live by registering here: https://zoom.us/webinar/register/WN_qx8MEEaCQTOP2SvRsJWpAA. 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 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

12. ADJOURNMENT

MINUTES OF A REGULAR MEETING OF COUNCIL

Tuesday, February 2, 2021
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
Mike Gregory
Sue Bouma

---

1. CALL TO ORDER

Mayor Stone called this Regular Meeting of Council to order at 5:05 p.m., in order to retire immediately into Closed Session.

2. CLOSED SESSION

CS 2021-028
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 acquisition, disposition or expropriation of land or improvements, if the council considers that disclosure could reasonably be expected to harm the interests of the municipality - section 90(1)(e); and
- negotiations and related discussions respecting the proposed provision of a municipal service - section 90(1)(k).

Motion Carried

Subject to Approval

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

Mayor Stone called this Regular Meeting of Council to order at 7:00 p.m., recognizing with gratitude that it was taking place on the traditional unceded territory of the Stz'uminus People.

4. AGENDA APPROVAL

CS 2021-029
That Council approve the agenda for this Regular Meeting of Council for February 2, 2021 as amended to include the following item under Correspondence:

- "Request for Letter of Support from The Wilson's Group of Companies for a Short-Term Emergency COVID Recovery Contract with the BC Ministry of Transportation and Infrastructure".

Motion Carried

5. RISE AND REPORT- Items from Closed Session

The following Items from the Closed Meeting of Council held January 5, 2021 were reported:

Community Planning Advisory Committee appointment for a term ending June 30, 2021 (Resolution CE 2021-003):

- Abbas Farahbakhsh.

Arts & Heritage Hub Design Steering Committee appointments for terms ending January 5, 2022 (Resolutions CE 2021-004-009):

- Councillor Stevens as Council liaison;
- A Stz'uminus Elder, Gus Frenchy and Jason Harris, representing the Stz'uminus First Nation or Stz'uminus artists;
- Ora Steyn, representing the Arts Council of Ladysmith and District;
- Quentin Goodbody, representing the Ladysmith and District Historical Society;
- Marnie Craig, representing the Ladysmith Maritime Society.

Subject to Adoption

The following Items from the Closed Meeting of Council held January 12, 2021 were reported:

Official Community Plan Steering Committee appointments for terms commencing January 12, 2021 to the date of adoption of a new Official Community Plan (Resolutions CE 2021-013-015, -017-023, -025, -027-029):

- Councillor Paterson as Council liaison and Councillor Johnson as alternate;
- Jennifer Sibbald and Tamara Hutchinson to represent the Community Planning Advisory Committee;
- Emily Weeks to represent the Parks, Recreation & Culture Advisory Committee;
- Quentin Goodbody to represent the heritage conservation sector;
- Jason Harrison to represent the housing and homelessness sector ;
- David Grimstead to represent the maritime sector;
- Martin Byrne to represent the environmental stewardship sector;
- Brian Childs to represent the development sector;
- Tara Pollock to represent the tourism, commercial recreation, outdoor recreation or emerging tourism markets sector;
- Gale Lawrence to represent the seniors sector;
- Geoff Dean and Abbas Farahbakhsh as members at large.

Council rose from the Closed Session held February 2, 2021, at 6:51 p.m. without report.

6. MINUTES

7.1 Minutes of the Regular Meeting of Council held January 19, 2021

CS 2021-030
That Council approve the minutes of the Regular Meeting of Council held January 19, 2021.
Motion Carried

Subject to Adoption

7. PROCLAMATIONS

8.1 Heritage Week

Mayor Stone proclaimed February 15-21, 2021 as Heritage Week in the Town of Ladysmith.

8. COMMITTEE MINUTES

8.1 Parks, Recreation and Culture Advisory Committee Minutes - December 16, 2020 and January 20, 2021

CS 2021-031
That Council receive for information the minutes of the December 16, 2020 and the January 20, 2021 meetings of the Parks, Recreation & Culture Advisory Committee.
Motion Carried

9. REPORTS

9.1 Official Community Plan Review Consulting Services: Award of Contract

CS 2021-032
That Council award the contract for consulting services for the Official Community Plan Review to AHNE Studio, in the amount of $199,800 excluding GST.
Motion Carried

9.2 Grant Application to the Clean Coast, Clean Waters Initiative

CS 2021-033
That Council direct staff to:

1. Jointly prepare and submit with the Stz'uminus First Nation, an application to the Clean Coast, Clean Waters Initiative in the amount of $3,500,000 to remove sunken and derelict vessels and similar debris from the Ladysmith Harbour; and
2. Include in the 2021-2025 Financial Plan up to a maximum of $10,000 in expenses to prepare the joint funding application to the Clean Coast, Clean Waters Initiative, with the funds to come from General Government Reserves.

Motion Carried

Subject to Adoption

9.3 Themed Lighting on Municipal Buildings and Landmarks

CS 2021-034

That Council direct staff to:

1. Proceed with Option 3 “Down Lighting” described in the report dated February 2, 2021, for the addition of themed lighting at City Hall;
2. Include the themed lighting project in the 2021 Financial Plan using unspent 2020 funds as identified in the staff report; and
3. Develop a program and Themed Lighting Policy to manage community lighting requests.

Motion Carried

CS 2021-035

That Council direct staff to prepare a report for a future Committee of the Whole meeting regarding themed community lighting options throughout the Town, including costs related to potential upgrades to existing electrical services.

Motion Carried

9.4 FCM Grant awarded – Sewer UV

CS 2021-036

That Council:

1. Authorize the Mayor and Corporate Officer to sign the Green Municipal Fund Grant Agreement GMF 16877 ; and
2. Direct staff to amend the 2020-2024 Financial Plan to increase the eligible expenditures for the Sewer UV Pilot Study project to $439,200 with $246,000 to come from the Federation of Canadian Municipalities Green Municipal Funds Grant and an additional $54,215 to come from Sewer Reserves.

Motion Carried

Subject to Adoption

10. CORRESPONDENCE

10.1 Petition - Traffic on Mackie Road

CS 2021-037
That Council direct staff to install traffic counters on Mackie Road and bring forward a report to a future Committee of the Whole for discussion.
Motion Carried
OPPOSED: Mayor Stone, Councillor Virtanen

Staff committed to include in the report, a multi-point analysis in order to establish a base line.

CS 2021-038
That Council direct staff to install as soon as possible, “local traffic only” signage at either end of Mackie Road.
Motion Carried

10.2 Request from Victoria and VI Greek Community Society to Celebrate the 200th Anniversary of Greek Independence by Flying the Greek Flag and Illuminating City Hall

CS 2021-039
That Council approve the request from the Victoria and Vancouver Island Greek Community Society to fly the Greek flag on March 25, 2021, in celebration of the 200th anniversary of Greek Independence as requested in their letter dated January 25, 2021.
Motion Carried

10.3 Request for Letter of Support from The Wilson's Group of Companies for a Short-Term Emergency COVID Recovery Contract with the BC Ministry of Transportation and Infrastructure

CS 2021-040
That Council provide a letter of support to The Wilson’s Group of Companies for a short-term emergency COVID recovery contract between Tofino Bus and the BC Ministry of Transportation and Infrastructure to continue essential bus service until ridership is restored, as requested in the correspondence from The Wilson’s Group received February 1, 2021.
Motion Carried

Subject to Adoption

11. QUESTION PERIOD

A member of the public submitted a question related to safety concerns of foot traffic on Mackie Road. Another member of the public expressed safety concerns regarding a visibility issue where Mackie Road joins with Malone Road.

12. ADJOURNMENT

CS 2021-041
That this Regular Meeting of Council adjourn at 8:05 p.m.
Motion Carried

Mayor (A. Stone)

Corporate Officer (D. Smith)

Subject to Adoption

STAFF REPORT TO COUNCIL

Report Prepared By: Jake Belobaba, Director of Development Services
Meeting Date: February 16, 2021
File No: **3340-21-01**
RE: **Temporary Use Permit: Temporary Shelter: 440 1st Avenue**

RECOMMENDATION:

That Council approve the issuance of Temporary Use Permit 3340-21-01 for a temporary shelter to support persons experiencing homelessness for the duration of the COVID-19 pandemic, at 440 1st Avenue, Lot 6, Block 27, District Lot 56, Oyster District, Plan 703, PID: 008-550-981.

EXECUTIVE SUMMARY:

This report recommends issuance of a Temporary Use Permit (TUP) for 440 1st Avenue to allow a temporary shelter for persons experiencing homelessness for self-isolation or sheltering in place during the COVID-19 Pandemic. The proposed facility will house up to 15 people and includes support services. The Ladysmith Resources Centre Association (LRCA) will operate the proposed facility on behalf of BC Housing.

PREVIOUS COUNCIL DIRECTION:

Resolution	Meeting Date	Resolution Details
CE 2020-099	21-Jul-20	That Council rise with report on the following resolution: CE 2020-098 That Council: 1. Rescind Resolution CE 2020-090 which reads as follows: That Council: 1. Subject to the COVID-19 Vulnerable Populations Cowichan Taskforce and the LRCA reaching an agreement with BC Housing to continue operating the Emergency Response Centre extend the June 30, 2020 end date for the Emergency Response Centre at 12, 20 & 26 Buller Street (Lots 14, 13 and 12 Block 7 District Lots 24 & 56 Oyster District Plan 703. PIDS: 008-547-467, 005-423-538 & 008-547-459) to September 30, 2020; 2. Approve the continuation of the operation of the Emergency Response Shelter at 12, 20 & 26 Buller Street (Lots 14, 13 and 12, Block 7, District Lots 24 & 56, Oyster District, Plan 703. PIDS: 008-547-467, 005-423-538 & 008-547-459) until September 30, 2020.

CE 2020-092	23-Jun-20	That Council rise at 5:59 p.m. with report on Recommendation No. 1 of the following resolution: CE 2020-090 That Council: 1. Subject to the COVID-19 Vulnerable Populations Cowichan Taskforce and the LRCA reaching an agreement with BC Housing to continue operating the Emergency Response Centre extend the June 30, 2020 end date for the Emergency Response Centre at 12, 20 & 26 Buller Street (Lots 14, 13 and 12 Block 7 District Lots 24 & 56 Oyster District Plan 703. PIDS: 008-547-467, 005-423-538 & 008-547-459) to September 30, 2020.

INTRODUCTION/BACKGROUND:

The hardships of homelessness contribute to the spread and consequences of COVID-19 for not only the underhoused, but also the broader community. The virus spreads freely between socio-economic groups and outbreaks amongst homeless populations are unlikely to remain contained within that group. For this reason, the Province has been working to establish facilities to support the underhoused since the start of the pandemic.

Although bunk facilities exist at the LRCA winter shelter on Buller Street, they are not spacious enough to accommodate social distancing. In May of 2020, a tenting facility was set up on the Town-owned property on Buller Street across from the winter shelter. The site was operated by the LRCA and included a fenced tenting area, portable toilets, handwashing facilities and 24/7 security/support services. Laundry and shower facilities were also available at the winter shelter. The tenting site was intended to operate until BC Housing could secure indoor facilities and was dismantled in September of 2020. Since then, BC Housing has been in the process of securing an indoor facility. In January of 2021, BC Housing notified the Town that they were finalizing a lease agreement with the owners of 440 1st Avenue. The property is listed on the Town's heritage register and zoned Downtown Commercial (C-2) which does not allow a temporary shelter. Under section 493 of the *Local Government Act* and section 3.8.3 of the Official Community Plan, the Town can issue a TUP for a land use not permitted by the Zoning Bylaw.

PROPOSAL

The proposed facility will be limited to the first floor of the building. There are existing tenanted apartments on the second and third floors that will remain unchanged by the proposed shelter. Since the proposed facility is considered an "emergency facility" under section 4(f) of the *Residential Tenancy Act,* the *Act* will not apply to the facility. Like the former tenting site, the facility will be operated by the LRCA and include 24/7 support and supervision. Laundry, shower, food and similar services will also be available, either on site or from the LRCA facility on Buller Street, which is only a two-minute walk from the proposed facility. At this time, BC Housing anticipates accommodating 10 people in the shelter.

The proposed TUP, attached as Appendix A, would authorize the proposed facility described above. Conditions of the permit include:

- A requirement for the shelter area to be completely contained within the first storey of the existing building.
- A maximum of 15 occupants which allows for a minor increase in the number of occupants, should the need arise, without the need to amend the TUP.

- A requirement to maintain support services, either on or off site, including meals, shower and laundry facilities, and health care and first aid as required.
- Daily cleaning of the indoor facilities and adjacent public spaces including removing litter and drug paraphernalia if required.
- 24/7 supervision and a phone number that the Town can use to contact on-site staff.
- Compliance with any applicable safety standards and a requirement to grant access to the Town's Bylaw Officer, Chief Building Inspector or Fire Inspector upon request.
- Safe and dignified relocation of the occupants and cleanup of the property and building when the facility is closed.
- A prohibition on exterior or structural alterations to the building.
- Reimbursement of any expenses incurred by the Town resulting from contravention of the permit.
- An expiry date of February 16, 2022 or 90 days after the Province lifts the Provincial State of Emergency, whichever occurs first.

DISCUSSION:

The facility is ideally located close to existing support facilities (e.g. LRCA facilities and offices) and will be contained entirely indoors. The operational plan for the shelter builds on the successful operating plan for the previous tenting site on Buller Street. A similar support system will be in place for this facility and staff expect it to be a significant improvement given its indoor setting. Overall, staff expect the impact of homelessness and the pandemic to be greatly reduced for both shelter occupants and the broader community if the proposed shelter is approved.

Ladysmith is neither immune to COVID-19 nor homelessness. The proposed facility is essential to the Town's efforts to combat the pandemic and support the vulnerable. The success of the Buller Street tenting site illustrates that the impacts of shelter facilities can be mitigated, and are greatly outweighed by the need to provide shelter to those in need. For these reasons, staff recommend approving the TUP as proposed.

ALTERNATIVES:

Council can choose to:

1. Deny the TUP application.
2. Approve the TUP application with additional or amended conditions specified by Council.
3. Defer consideration of the TUP and require additional information or public consultation specified by Council.

FINANCIAL IMPLICATIONS:

N/A

LEGAL IMPLICATIONS:

N/A

CITIZEN/PUBLIC RELATIONS IMPLICATIONS:

Notice and consultation related to the proposed TUP included:

- Newspaper notice on February 4th and February 11th.
- Mail and courier notice to tenants and property owners within 60m of the subject property on February 1st.

- Signs on both the front and back of the property, which were posted on January 31st .
- A virtual neighbourhood information session facilitated by BC Housing. Notice of the session was mailed to tenants and property owners within 60m of the subject property on February 2nd. The session was held on February 10th from 6:30pm-7:30pm.

The notification and consultation listed above exceeds the requirements of the *Local Government Act* and the Town's Development Procedures Bylaw 2008, 1667. At time of writing, the Town has received 16 written submissions regarding the proposed TUP. Anonymized versions of the submissions are attached as Appendix C and summarized with staff comments in the table below.

Comments	Staff Comments
Comments expressing concerns about the facility	
The facility should not admit people with mental illness or addictions.	Persons suffering from mental illness and addiction are at an increased risk of contracting, suffering severe illness from and spreading COVID-19. Excluding these people from the facility increases the risks and impact for not only them, but also the broader community. Failing to allow those with addictions or mental illness to use the facility would force them to remain homeless. It would be counterproductive to exclude this group of occupants.
Shelter will increase crime in the area.	There is no evidence to suggest that Ladysmith's homeless population perpetrates crimes. The proposed facility may even decrease crime in the area by providing 24/7 support and protection to vulnerable populations.
The facility will create garbage, needles and increase public urination/ defecation.	TUP conditions require cleanup of adjacent public spaces (e.g. street, lanes etc.). The facility will also have bathrooms, which will be available to occupants 24/7.
Shelter may harm the reputation of Ladysmith. Especially the reputation of 1st Avenue, which has won awards.	Virtually every community in Canada faces addictions, mental health and housing challenges, efforts to combat these challenges will not harm Ladysmith's reputation. Of note is that the Great Places in Canada – Great Street Award, which the Town won for 1st Avenue in 2017, is awarded by the Canadian Institute of Planners. The Institute recognizes housing as a "basic human need"[1] and the Institute's conferences and publications regularly focus on fighting homelessness.
Ladysmith/Downtown is an unsuitable location.	A Ladysmith/Downtown location is necessary so the facility can be close to existing services and the population it serves.
People who are homeless do not "contribute". The facility should focus on "people facing financial hardships" and "people who work".	Adequate shelter and support is the first step in the path to recovery and employment for people who are homeless.
Facilities in other jurisdictions (e.g. Nanaimo, Victoria) have been problematic.	Many of the problematic sites in other communities are larger, informal outdoor sites. Well-managed, formalized, indoor facilities such as the proposed facility have proven to be quite successful.

[1] See: https://www.cip-icu.ca/Topics/Housing

Shelter will "attract" or "bring" people who are homeless, or mentally ill to Ladysmith and/or the Downtown.	There are already people who are homeless in Ladysmith and in the Downtown.
The facility is a fire hazard.	The Fire Department will inspect the facility and the TUP requires the facility to comply with all applicable health and safety codes.
Facilities like the Riverview hospital and facilities in larger jurisdictions are better suited to house people with mental illness and addictions.	Occupants will have access to medical and support services. "Community-based" systems of care have been considered for some time as more effective and less expensive than institutional models in treating most mental health and addictions patients.[2] The proposed facility is the ideal model under the current circumstances.
The facility will increase taxes for Ladysmith residents.	There is no cost to the Town for the facility. BC Housing is covering all capital, operational and decommissioning costs.
Comments in support of the facility	
The community should be measured by how the vulnerable are treated.	The proposed facility will greatly improve living conditions for people who are vulnerable and lessen risks posed to them by COVID-19.
Housing is a basic human right. People who are homeless should be treated humanely and not stereotyped.	The Government of Canada has been a signatory to the UN International Covenant on Economic, Social and Cultural Rights since 1976. The covenant recognizes "the right of everyone to an adequate standard of living for (themselves) and (their) family, including adequate food, clothing and housing, and to the continuous improvement of living conditions" (emphasis added). Signatories agree to "take appropriate steps to ensure the realization of this right,…" [3] The Covenant does not oblige the Town to approve the TUP, however doing so would be aligned with established Canadian and international values.
The shelter will reduce impacts of homelessness on the homeless and community at large and reduce the burden on other resources like police and health care.	This is consistent with principles of a community-based system of care noted above.
BC Housing is paying for the facility. There is no cost to the Town.	Correct.
People will face more harm or die if they stay on the street.	On balance, staff see the risk of this as far greater than the risks and impacts on nearby residents and businesses.
The homeless population in Ladysmith includes families with children.	Correct. Support services in Town have documented that there are families who are homeless in Ladysmith

INTERDEPARTMENTAL INVOLVEMENT/IMPLICATIONS:

The Building, Bylaw and Fire Departments will be working closely with BC Housing's building technicians to ensure the proposed facility is safe for the proposed use.

[2] See for example: 'Out of The Shadows At Last: Transforming Mental Health, Mental Illness and Addiction Services in Canada' the Final Report of The Standing Senate Committee on Social Affairs, Science and Technology.

[3] See: https://treaties.un.org/pages/ViewDetails.aspx?src=TREATY&mtdsg_no=IV-3&chapter=4&clang=_en

ALIGNMENT WITH SUSTAINABILITY VISIONING REPORT:

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

ALIGNMENT WITH STRATEGIC PRIORITIES:

☐Infrastructure
☒Community
☐Waterfront
☐ Economy
☐ Not Applicable

I approve the report and recommendation(s).

Allison McCarrick, Chief Administrative Officer

ATTACHMENT(S):

Appendix A: TUP 3340-21-01
Appendix B: BC Housing description of the facility
Appendix C: Public Submissions received prior to February 12, 2021

TOWN OF LADYSMITH
TEMPORARY USE PERMIT

FILE NO: 3340-21-01

DATE: February 16, 2021

Name of Owner(s) of Land (permittee): 0791953 B.C. LTD., INC.NO. BC0791953

Applicant: BC Housing Management Commission

Subject Properties: 440 1st Avenue.

Definitions:

Unless otherwise stated the following definitions apply to this permit:

BC Housing: Means the BC Housing Management Commission or any agency or organization fulfilling the role of BC Housing, acting on behalf of BC Housing, or providing services on behalf of BC Housing.

Occupant: means a person residing in the shelter for a temporary period coinciding with the COVID-19 pandemic.

1. Unless otherwise stated, this Permit is issued subject to compliance with all Town of Ladysmith bylaws that apply to this Permit.

2. This Permit applies to the lands described below, as shown in Schedule A – Subject Lands (the Lands):

   LOT 6, BLOCK 27, DISTRICT LOT 56, OYSTER DISTRICT, PLAN 703

3. Pursuant to section 497 of the *Local Government Act*, this Permit authorizes BC Housing, to establish a temporary shelter on the Lands to support social distancing, self-isolation and sheltering in place, during the COVID-19 Pandemic, for individuals experiencing homelessness.

4. The temporary shelter permitted under section 3 of this Permit is subject to the following conditions, which shall be fulfilled by BC Housing to the satisfaction of the Town:
   a) The shelter area shall be completely contained within the first storey of the existing building.

   b) No more than 15 occupants shall reside in the temporary shelter.

Appendix A

c) Support services shall be provided to occupants, either at the facility or at another location including:
   i. meals;
   ii. access to shower and laundry facilities;
   iii. health care and first aid, as required;
   iv. daily cleaning of indoor facilities; and
   v. daily cleaning of adjacent sidewalk, boulevard and parking spaces including removal litter and drug paraphernalia as required.

d) The site must be adequately supervised, 24 hours a day, 7 days a week by at least one person who is either:
   i. a security guard, licensed under the *Security Services Act*;
   ii. a health care practitioner;
   iii. a social worker; or
   iv. a person with experience in social work or a related field.

e) BC Housing must provide the Town with a phone number for the site supervisor noted under condition (d).

f) The shelter shall comply with all applicable health and safety codes.

g) The Town's fire inspector, chief building inspector or bylaw officer shall be granted access to inspect the facility when requested.

h) Upon expiry or termination of this permit, BC Housing shall ensure the safe and dignified relocation of the occupants.

i) No alterations to the exterior of the building are permitted.

j) No structural alterations to the interior of the building are permitted.

k) The Land and buildings must be returned to their original condition upon the lapse of this Permit.

l) No costs shall be borne by the Town for the establishment, operation, on-site impacts or off-site impacts that are directly attributable to the facility. Any such cost, whether incurred before, during or after its operation, shall be borne by BC Housing.

5. Should BC Housing fail to satisfy the conditions of this Permit, the Town of Ladysmith may undertake and complete the works required to satisfy the conditions or carry our any work required to correct the unsafe conditions, at the cost of BC Housing.

6. This Permit is not a building permit.

7. This Permit was approved on, , 2021 and issued on, , 2021.

Appendix A

8. Pursuant to section 497 of the *Local Government Act*, this Permit lapses on February 16, 2022 or 90 days after the Government of BC lifts the Provincial State of Emergency for COVID-19, whichever occurs first.

9. Pursuant to section 497(2) of the *Local Government Act,* this permit may be renewed once only by a Council resolution up to a maximum period of three (3) years.

Town of Ladysmith

_____ _____
Corporate Officer Date Permit Issued

_____
Mayor

_____
Applicant

_____
Applicant

Appendix A

Schedule A – Subject Lands

Schedule A – Subject Lands
TUP 3340-21-01
440 1st Avenue
Town of Ladysmith

RECEIVED
JAN 25 2021

Ladysmith Proposal - TUP Application

Ladysmith Resources Centre Association (LRCA) is proposing to operate a 24/7 shelter located at 440 1st Street in Ladysmith, BC. The society had previously operated a temporary night shelter at their Buller Street location between November and March but closed early when the Provincial state of emergency due to COVID was declared. Due to the size of the shelter, physical distancing only permits three to four currently, leaving many unable to access resources previously provided by the society. LRCA has identified approximately 15 residents in the community who are homeless or precariously housed (living on boats, etc.) who would require varying levels of support. With the proposed location, LRCA would be able to increase the number of guests who could access the shelter and provide the same services at the new location. These services include 24/7 staffing support, 2 meals per day, access to laundry and hygiene facilities and the opportunity to connect with staff on various resources in the community and referrals to other agencies. The approval of this site would help reduce the spread of the COVID-19 virus by providing accommodation to assist with physical distancing measures which is critical to support people experiencing homelessness and vulnerable in our communities. BC Housing will conduct a community engagement meeting to reach out to surrounding residents.

Appendix B

Received February 2, 2021

From: Andrea Ceulemans
Sent: February 1, 2021 11:38 PM
To: Town of Ladysmith
Subject: Application for Temporary Use - Old Island Health

I am writing to give my opinion on the above noted application for people experience homelessness.

I'm all for helping out with housing the homeless but I hope those who will receive this support will be screened for Mental Illness and Addictions. This will not be an adequate area to support these types of persons. There are no immediate resources for persons suffering with serious mental health and/or drug/alcohol addictions in Ladysmith. There is no hospital, no mental health support, no community outreach, no safe injection sites, and police and ambulance resources are low in Ladysmith as it is. If we bring this into our small town, crime will go up and this sweet little town will quickly lose it's appeal. The larger cities have the resources they require and we should not introduce them to our area.

I do agree with supporting housing for people facing financial hardships and people who work but cannot afford the high costs of rent.

Andrea Ceulemans

Appendix C

Received February 2, 2021

From: Anne
Sent: February 1, 2021 4:52 PM
To: Town of Ladysmith <info@ladysmith.ca>
Subject: Temporary Housing application

Hello
As a resident of Ladysmith, I fully support the application by BC Housing in order to help those displaced and facing homelessness. I hope the Town feels the same.

Anne Crossfield

Appendix C

Received February 2, 2021

From: Deena Beeston
Sent: February 1, 2021 5:27 PM
To: Town of Ladysmith <info@ladysmith.ca>
Subject: Re Island Hotel for Homeless

Yes, the homeless require housing. The housing must also serve the society that supplies it. If the island hotel will be housing those homeless due to misfortune and lack of affordable housing I have no issue. If there is a plan to house those with addictions (drugs or alcohol), or those with severe mental health issues I have numerous objections.
The experiences in Victoria and Vancouver have shown that consolidating large numbers of addicts in central locations has a negative outcome for everyone. Victoria and Nanaimo have seen crime increase in areas where housing has been provided for addicts. They have seen numerous assaults and attacks on members of their own community and on passerby's. There have been multiple fires in the accommodations provided, much of the others have been rendered uninhabitable. I am concerned with the location and the risks. As a frequent customer of Pharmasave, Royal Bank, the Bakery, Lil Critters and the wigwam I currently appreciate the security I feel when walking around or parking in the downtown. My mother rides a mobility scooter throughout the downtown core often with shopping and packages in the basket. She has always felt safe. I don't have to tell you the damage that a single incident would cause the reputation of our fair town. As a housing option for the right recipients it would be great. As a flop house for addicts it would be a disaster that could forever mar our community

Regards

Deena Beeston

Appendix C

Received February 2, 2021

From: Hannah Jorgensen
Sent: February 1, 2021 7:44 PM
To: Town of Ladysmith
Subject: BC Housing at 440 1st Ave

To whom it may concern,

I am a resident of Ladysmith & have lived here for roughly 3 years now. I moved here from Burnaby, BC. I work with people experiencing homelessness in Nanaimo. I am urging you to allow this temporary housing solution to be put into motion. I know many people will be pushing against this move however that is wrong. Housing is a basic human right! When people have housing they are able to make changes that can help them and the community in the long run. They can focus more on there health both mental an physical. Less infections as they are able to clean themselves and there clothes more regularly. Regular sleep and meals will decrease likelihood of illness or overdoses. People won't be bogging down the police or paramedics by calling to check on or move them along. The list of benefits is long and proven. The money the city will save is huge. Please consider doing the right thing and housing these people. Thank you for your time and consideration.

Regards,
Hannah Jorgensen

Appendix C

Received February 2, 2021

From: Shawn Monette
Sent: February 1, 2021 7:21 PM
To: Town of Ladysmith <info@ladysmith.ca>
Subject: Permit for temporary housing

To whom it may concern,

In regards to B.C. Housing application for a temporary use permit at 440 1st Ave, I strongly suggest it be denied! Please take a look at the crime and chaos Victoria is dealing with directly from B.C. Housing temporary sites. Our town does not have the resources or the police presence to Handel a site like this.

Best Regards

Shawn Monette

Appendix C

Received February 2, 2021

From: Courtney Jaeb
Sent: February 1, 2021 10:09 PM
To: Town of Ladysmith
Subject: On the issue of housing homeless at the Island Hotel

My name is Courtney Jaeb and I live in this town. I own a home on Davis road, and my work is based one town over as a paramedic in Chemainus, supporting from Nanaimo through Victoria.

Please find this email in support of this initiative - our society is measured by how we best support our most vulnerable. People facing homelessness in our community, and on our island, come from all walks of life and landed there through many different avenues, but the route out of homeless always starts with a safe secure space to make your way out.

As a paramedic I often see homelessness through a lens that many don't - these are often well meaning people who are kind and care, but through various maladies or yes even poor decisions, have found themselves with no where to go. These are people first, homeless second. They deserve dignity. A warm bed and a hot shower can go so very far too give them that.

It's important to remember that homelessness has always and will always exist. In this instance we can help simply by not impeding other agencies in their effort to help. BC housing is, I believe, paying the bill, and if these were private citizens posting their own way, council would have no agency on the matter.

The first responders, healthcare professionals and support service members in this community are second to none, so Ladysmith is well equipped to support this measure and deal with any issues as they arise.

The alternative is they stay on the street, and perhaps they die there. Let's do the right thing.

Sincerely,

Terrence Courtney Jaeb.

Appendix C

Received February 2, 2021

From: Tara D
Sent: February 1, 2021 10:41 PM
To: Town of Ladysmith
Subject: Development Permit Application re Temporary Use by BC Housing

I wish to provide my opinion on this application. I am unequivocally opposed to this application. There have been no shortage of examples in the news of situations in which housing parties in a temporary manner has proven to be a problem in the community, for health care and for policing.

My reasons for not wishing to see this permit approved include, but are not limited to:

1. There have already been examples of numerous fires, police calls and community issues associated with BC Housing Temporary projects.
2. Our town does not have a 24/7 police presence – who is going to be responding to issues during the hours that there is not a police presence?
3. We do not have a large ambulance fleet and cannot risk medical assistance not being available to permanent residents of town because they are dealing with issues, od's, etc. at temporary housing.
4. Who is going to be housed at this facility? There is already a fairly large contingent of parties who are not contributing to our town, but rather causing nothing but issues (fires in the underground parking at the RBC, needles, human waste, etc. in that location as well as many others – thefts from the marina and parking lot at the marina, damage to vehicles at or near the marina, theft of gas from vehicles (either by syphoning or by punching tanks), damage to the facilities at the marina. Our town would certainly not benefit from having parties moved into town who, when displaced because the temporary housing is closed, may feel they are entitled to stay in town and avail themselves of whatever they choose to take to "support" themselves.
5. I drive through downtown Nanaimo everyday and am horrified by the current state of the area – people wander into traffic without considering whether they may be likely to cause and accident, there are tents set up on

Appendix C

the sidewalk, garbage everywhere – I have truly not gotten out of my car (or even driven through without my doors locked) in downtown Nanaimo in years – do we want the same to happen to Ladysmith? I already feel unsafe around the Marina – I have actually called people to come meet me at my car to walk me to my boat because there were so many people acting in a suspicious manner in the parking lot that I did not feel safe walking the few feet from my car to the marina ramp – I would hate to feel that I cannot walk around in Ladysmith (though I already avoid walking alone anytime after dark because there is already a population I would not want to run into alone.

6. What happens if a fire is started in that building – a fire could take out half of the street if not contained immediately.

I have no doubt that this comes across as being very much "not in my backyard" but the reality is that we pay taxes to live in this town and already, it feels like the support to deal with people who are disrespecting our town and the people who live here is lacking. It feels like people who are making their "living" by stealing, dealing drugs and generally terrorizing the community are not being addressed – introducing an additional test for our policing and emergency services would seem to stretch those limited resources too thin.

I absolutely feel that this permit should be refused and in fact would prefer to see more resources dedicated to making our town safer for the people who pay to live here.

Thank you for your consideration,
Tara D.

Appendix C

Received February 2, 2021

I support this application. It makes sense.

Received by email from W WALL

Appendix C

Received February 4, 2021

From:
Sent: February 4, 2021 12:21 PM
To: Town of Ladysmith <info@ladysmith.ca>
Subject: Temporary Housing

I strongly disagree with permitting this request from BC Housing. Even with the ``daily clean up of
drug paraphernalia``, as per the posted draft-notification, this is not the type of residents we want on ``one of the prettiest streets in Canada``.
All one has to do is look at what is happening in our neighbouring city of Nanaimo.
Our family will not go to their down town or attend any place near the Harbour Park mall, this after they have provided the homeless with at least 2 significant shelters.
The boarded up Howard Johnson hotel at the corner of Comox and Terminal would be massively better suited, with Nanaimo`s existing and significant support network in place.
Better still reopen the Riverdale Complex in Coquitlam.
I fail to see how any of these temporary short term ``solutions``, will solve long term and possible permanent mental health and long term habitual drug addiction issues.
These people need long term suitable accommodations and support.
As a resident who supports the retailers of our town by buying local please allow me to continue to do this in a safe and healthy way.
For me and my family Amazon.ca is an unacceptable option.

Thank you
Steve Robertson
Ladysmith

Appendix C

Received February 4, 2021

From: Tim Solloway
Sent: February 4, 2021 9:51 PM
To: Town of Ladysmith
Subject: B.C. Housing request

Some council members may know my thoughts on B.C. Housings request for a temporary permit to provide up to 15 beds for people in need. Families are losing their shelter. 7 or 8 years ago during a homeless count we found a family living in the big culvert by coronation mall. There were Mom & Dad, 2 children and a bonfire with a little Christmas tree. Those type situations didn't go away. Please quit listening to the fear mongering media and their favorite dumpster poster child. This problem is real and not going away. The sooner people, councils and mayors of towns and cities, the better. After the local people without shelter were asked to move after a 9 month stay. When they decided to go there. They dug a huge hole and buried all the garbage that was dumped over the years. When they moved on they left that property like a park. The trails were swept and tents etc gone. My disappointment and you have heard some of my frustration. Every time someone tried to put a tent up, they were told to move on. Is this the thanks we give for being responsible campers obviously so. I talked with your town manager who recently moved on. Sorry don't want to even try to spell his name. We chatted on where there could be a place where the ones without shelter could camp. I emphasised that although it is illegal to kick these people out of parks. We did not want to camp in any park especially Transfer beach Park. They do not want to make an eye sore anywhere. Transfer Beach is a gem and they know and love it. Yes, most grew up here. Were there any major problems at the compound behind shell. I didn't see or hear of anything really upsetting. I could write all night with examples of what they have taught me. Bet you didn't know who walks the trails and picks up garbage. K, enough sorry. As you see I type the same way I talk. So please consider granting the temporary permit to B.C. Housing

Tim Solloway

Appendix C

Received February 5, 2021

From: Matt O'Brien
Sent: February 5, 2021 11:13 AM
To: Town of Ladysmith
Subject: BC housing temporary permit shelter

Appendix C

Koodo LTE 12:11 PM

All iCloud

I am 100% against BC housing getting a permit so people can stay at the island hotel for free and get hot showers and food and a bed to sleep..we don't want to be known as the town that takes all the homeless then all of a sudden we will be the next Nanaimo with a bunch of homeless people walking the streets because lovely Ladysmith will take care of them..that will just increase our taxes and want people to sell and move to Chemain us or somewhere else that doesn't have a bunch of homeless people that have no jobs and aren't contributing to society walking the streets and create problems.. such as urination defaecation and loitering.. it's not our responsibility as

Koodo LTE 12:12 PM

All iCloud

taxpayers to look after the homeless nobody wants homeless people walking around first Avenue and the bakery that's just going to decrease how lovely the town is..they can go to Nanaimo, Nanaimo can handle them they have $1 million facilities just for that they can set up tents down there.. not in lovely ladysmith.. I moved here for a reason because it's beautiful not because we have a whole bunch of homeless people walking the streets..best regards..Matt O'Brien Ladysmith tax payer and land owner since 2010

Received February 8, 2021

From: Bergquist, Denise
Sent: February 8, 2021 1:43 PM
To: Town of Ladysmith <info@ladysmith.ca>
Cc: 'temperancegroup
Subject: BC Housing location at 440 1st Ave

To whom it may concern,

Stefan Queitsch and I, Denise Bergquist are the new owners of the Temperance Hotel at 32 High Street and 1st Ave.

We wanted to write a letter opposing the use of the Islander Hotel as a temporary housing site as it is within the downtown core.

We already have had many incidents of vandalism and drug use around our building. Our garbage is rummaged through daily and strewn about the property as well as drug paraphernalia that also litters our grounds!

Our basement and crawlspace doors have been damaged by persons trying to gain access by kicking them.

We feel the downtown core, tourism and the downtown business's will suffer if BC housing moves forward with the temporary housing use at the Islander Hotel.

Thank – you for hearing our concerns,

Denise Bergquist

Appendix C

NOTICE OF TEMPORARY USE PERMIT

BC Housing has made an application for a Temporary Use Permit at:
440 1st Avenue: Lot 6, Block 27, District Lot 56, Oyster District, Plan 703

Received February 9, 2021

From: Anita Hulsman
Sent: February 9, 2021 3:06 PM
To: Town of Ladysmith
Subject: Temporary use permit 1st Ave

My name is Anita and I work on 1st ave. I close most nights and don't feel safe or comfortable doing so with the proposed plan right across the street. We already have dealt with people at our back entrances and under our deck using drugs and leaving their garbage for us to clean up. I don't think that Canada's prettiest street should be tainted by the inevitable backlash that will follow. Everyone at our restaurant feels the same way.

Appendix C

Received February 9, 2021

From: Karen Olenik
Sent: February 9, 2021 3:20 PM
To: Town of Ladysmith
Subject: Homeless Housing

To whom it may concern,

Which should be all of us that work so hard to maintain businesses on first Avenue through Ladysmith. Having a vegan restaurant and being an owner of a very expensive resurrection of a historic building in the city I am probably one of the most compassionate people when it comes to caring for humans as well as animals however, I highly disagree with this location as a business owner at 431 1st Ave.

Even when we had tent city two blocks away and closer to the highway my planters were graffitied, I watched on my security cameras, a guy shooting up behind the electrical box between Whitespace and the frame shop and even after calling 911 nobody arrived there for 15-20 minutes as we have such a small police force in the area.

This was extremely stressful for my tenant who lives on the front corner of the building near that area and was watching the same thing from his kitchen window. He also informed the police of the situation and they asked him to monitor what was going on or something to that effect. A pile of junk was left three or four times over the next three months, underneath my stairs. Garbage and what could've been personal belongings of someone was also left at the top of each set of stairs leading to and from the apartments on several occasions and had to be cleaned up regularly. The metal fence that encloses the underside of my deck was broken twice and people were trying to crawl under there and get the copper off of my equipment that was underneath the deck area, my garbage was rummage through and more than twice we had to hose vomit from the back door.

They had to walk three blocks to cause all these problems. So now they just have to fall across the street? Have we hired more police and security to monitor the situation?

Is there not a possibility to use the old French school location I understand there are several other buildings a little farther away from the city center, that are not occupied. Obviously whoever thought of this idea does not own a small business (during the time of Covid)in our little town.
That particular building being chosen is already owned and run by an investor that doesn't care about the safety of the building or the safety of its tenants. If more than one electrical appliance is plugged in in one suite it will blow the breaker in the next three apartments. There are no sprinklers and no safe exits from the building as these properties have been kept as low income with no current upgrades or demands from the city to do so. I think these folks would be much better off in another tent city then going into that building that should've been condemned years ago.

That building also has people that have been living in it for many years so are they being kicked out in order to put homeless people in ,how does that make any sense? First we were informed it would be five beds and now the latest information I'm reading says 10.
I truly believe that the owner of this building has been offered a huge chunk of money by the province or whoever organizes these things and is just running with it and taking advantage with absolutely no regard for the surrounding businesses that keep everything clean, safe and offer the city a place for people to come and shop local, and feel comfortable.

Appendix C

Ladysmith has just picking up with the film industry once again with the possibility of more filming this year and next and if the get wind of a shelter being placed in the city centre they will probably look else where. We were also just voted Canada‘s most beautiful street, something everyone here has worked hard for and is very proud of. I truly believe there must be another location somewhere that can help these folks that need a place to stay. I believe the provinces money would be better spent to put cubicles in the existing shelter that we have so that they can accommodate the number of people that they’re used to accommodating instead of saying they can’t take these people because of Covid. Also with Pharmasave located right across the street, a very large number of folks going in there are seniors and quite elderly they will be fearful and choose to go somewhere else to shop as opposed to being worried that they can’t get to and from their car because they know that someone is sleeping across the road that unfortunately may or may not also suffer with a mental illness or a drug addiction.

I also have four staff members that park up in behind that area and they have to walk up there to get their cars at night when we close between eight and 9 o’clock. I have three of my girls that are a part of our staff that physically walk home at night, they too are concerned for their safety. As Ladysmith already has two or three challenged individuals in our downtown core that tend to scare people that are not familiar with them, I don’t think adding 10 more would be an ideal situation.

So unfortunately and sadly my vote is no for this location, please consider that we have already lost a number of businesses due to the pandemic and if we lose anymore we will be setting the city back by 10 years.

Thank you for the time and consideration that may be given to this email. If I have missed anything or if there any questions please feel free to call me.

Warmest Regards,
Karen Olenik

Appendix C

Chopstix Salon
321 First Avenue
Ladysmith, B.C. V9G 1B1
February 6, 2021

RECEIVED
FEB 10 2021
TOWN OF LADYSMITH

Town of Ladysmith
PO Box 220
Ladysmith, B.C. V9G 1A2
Mayor & Council

RE: Temporary Use Permit at 440 1st Avenue: Lot 6, Block 27, District Lot 56, Oyster District, plan 703

As a long-time business owner and commercial property owner/taxpayer here in Ladysmith I am opposed to the town allowing BC Housing and its agents to establish a temporary shelter in our downtown core. I feel people would not feel safe patronizing the neighbouring businesses. This could be detrimental to the downtown merchants and seeing more businesses closing, even more so in the midst of a pandemic. The Province has bought various hotels in Victoria in the past year to provide housing and there has been many thefts in the adjoining neighbourhoods and fires in the facilities. I'm concerned that some of our older buildings may not meet fire stopping codes between neighbouring buildings. The Islander Hotel is old and most likely not up to code so if there is an accidental fire; a whole city block could be destroyed. This would be devastating to many merchants in town along with the possibly of lives lost.
I have experienced everything from someone leaving their drug apparatus on the picnic table behind my business, someone soiling their clothes and leaving them by my stairs and finding someone sleeping in my doorway in the morning when I arrived to work. I have had several attempts of break-ins in the past year. It all seems to be escalating. I also feel fulltime security protection would be a must and costly.
Allowing housing for street people also invites the drug dealers into our community. The Province needs to look at getting the people who are fighting addictions into facilities and give them jobs like in the various vineyards, etc. Give them a purpose to thrive and get them away from who and what they know.
I realize that everyone deserves a place to live, but an antiquated building which is near many businesses is not the right choice for a temporary shelter.

I feel our homeless crisis can be solved with a hand up and not a hand out. If we the people, with government, town, clubs and churches worked together a creating a community of tiny home housing, with programs offering wood shop, auto shop, metal shop, crafts and gardening. This could allow them an income and allow them to eat. Of course no drugs or alcohol allowed. They would be expected to pay $100. In rent with that income. Programs intended to house the homeless both cost too much and are simply band-aids, as they do not put homeless back to work. We have been depending on immigrant workers to do minimal training jobs. I realize

Appendix C

some people with mental health issues can't be solved with a small home and skill. A secure facility is what is needed for them. This is my two cents for what it is worth

Regards,

CHOPSTIX SALON

Darlene Munn, Owner

Appendix C

Received February 10, 2021

From: Chad Toronchuk
Sent: February 10, 2021 8:00 PM
To: communityrelations@bchousing.org; Town of Ladysmith <info@ladysmith.ca>
Subject: Shelter at the Island Hotel

Good Day,

In regards to the proposed shelter for people experiencing homelessness at the Island Hotel in Ladysmith, I would like to voice my opposition to this plan.

I believe we must do more to provide shelter to our most vulnerable. I have volunteered in overnight shelters throughout my life. I have worked closely with organizations supporting at-risk youth. I support harm-reduction strategies. I support decriminalization of drugs. I support shifting mental health response resources from the police to social workers.

However, I do not believe this location is appropriate for a shelter.

I live across from the proposed location. In 2020 when the tenting site existed near the Shell, I would encounter individuals in various states of intoxication walking up and down 1st Ave, several nights a week. People screaming and fighting was also a weekly occurrence. I have exited my building on multiple occasions to find people tripping on my balcony, sleeping under the stairs, or shooting up between my building and the next. I have also picked up garbage & discarded clothing & other objects outside my door. However - when the site behind the Shell closed, these issues stopped immediately.

Furthermore, I do not believe turning the Island Hotel in to a shelter makes economic sense. Downtown businesses and restaurants have all been hit hard by the pandemic. If you look at our neighboring communities of Nanaimo and Duncan, where shelters have been placed there have been increases in drug use, crime, and garbage. Is this what we want for our downtown core? This will not attract further investment and businesses, or residents to 1st Ave.

Personally, my lease is up this June; if a shelter at the Island Hotel could be expected to result in similar issues as the tent site in the summer, I will not renew my lease and I would move out of the area. I spend money at almost all the businesses on 1st Ave and have been an ardent proponent of it being an amazing place.

How many churches have been closed due to COVID? These buildings are sitting empty, and housing those experiencing homelessness falls very much within their "mandate." Should these organizations, already with tax-exempt status, not be expected to play a part in the solution to this challenge? Are there not any other empty buildings, not on prime street front location?

Appendix C

Downtown is already a ghost town in the evening. I often go drop my business' bank deposit at the RBC, after hours. I also walk my dog up and down 1st almost every evening and every morning. A homeless shelter will only decrease the appeal, safety, and cleanliness of first ave. There is very little police presence. Security at the shelter does not impact what happens outside of the shelter.

Furthermore, where is someone with addiction issues expected to consume their drugs? If they are not permitted to do so in the shelter, you surely cannot expect them to just not consume. Of course the answer to this is they would find another location. I think I would actually be MORE in favour of this if they were permitted to consume drugs inside the building, under the watchful eye of your staff and security, rather than roaming the community to find a spot. If you are not willing to accept this responsibility, why should the community of residents and businesses?

Perhaps with more engagement with community, another location could be discovered that would be more appropriate for all the stakeholders.

Regards,

Chad Toronchuk

Appendix C

Minutes of the Public Art Task Group (PATG)
Thursday, December 3rd, 2020 at 5:00pm

COMMITTEE MEMBERS PRESENT:
Lynda Baker
Kathy Holmes
Ora Steyn
Councillor Tricia McKay
Julia Noon
Lesley Lorenz

STAFF PRESENT:
Shannon Wilson

REGRETS:

WELCOME & INTRODUCTIONS

L. Baker welcomed group. Special welcome to Lesley Lorenz. Introductions to Lesley.

AGENDA

Moved and seconded: K. Holmes / O. Steyn
2020-07: That PATG members approve the agenda for the meeting as amended.
Motion carried.

MINUTES

Moved and seconded: O. Steyn / K. Holmes
2020-08: That PATG members approve the minutes from November 5th as circulated.
Motion carried.

OLD BUSINESS

1) Public Art Inventory
The committee reviewed the current list of Public Art catalogued in the Public Art Strategy.

Discussion re: categories of the identified art. Some are considered Historical artifacts, while others "notable community art". These comments will be reflected in the updated document.

2) Acquisition / Guidelines for Donation of Public Art
Discussion. Staff shared several examples of procedures from other municipalities such as Kelowna, Richmond, Maple Ridge, and Victoria.

Staff will collate the research and present a draft to the PATG in early January for review and changes.

PRC UPDATES	**Julian North Art Collection** Staff reported that due to recent leadership changes at Ladysmith Resources Centre Association, the Julian North Art Collection has recently returned to FJCC, where it has been placed in storage. *Moved and seconded: K. Holmes / J. Noon* **2020-09: That the PATG meeting is adjourned at 6:20 p.m.** *Motion carried*
NEXT MEETING	Next meeting will be held at 5:00pm, January 7th, 2021 at FJCC via Zoom.

Received
Donna Smith
Corporate Officer

Minutes of the Public Art Task Group (PATG)
Thursday, January 7th, 2021 at 5:30pm

COMMITTEE MEMBERS PRESENT:
Lynda Baker
Kathy Holmes
Ora Steyn
Councillor Tricia McKay
Julia Noon
Lesley Lorenz

STAFF PRESENT:
Shannon Wilson

REGRETS:

WELCOME & INTRODUCTIONS

L. Baker welcomed group.

AGENDA

Moved and seconded: K. Holmes / O. Steyn
2020-09: That PATG members approve the agenda for the meeting as amended.
Motion carried.

MINUTES

Moved and seconded: K. Holmes / L. Lorenz
2020-10: That PATG members approve the minutes from December 3rd as circulated.
Motion carried.

OLD BUSINESS

1) Guidelines for Donations of Public Art - Draft
Staff presented a draft copy of the Guidelines for Donations of Public Art. The committee thoroughly reviewed and edited the document.

Discussion re: sponsor paying to insure pieces of donated art. Staff to follow-up.

2) Donation of Public Art Request
This item was tabled until the next meeting.

NEW BUSINESS

1) Change of Meeting Time
Discussed. Future meetings will take place on the first Thursday of the month at 4:15 p.m.

PRC DEPARTMENT UPDATE	Staff is currently updating the Public Art Collection file.

Moved and seconded: L. Lorenz / O. Steyn
2020-09: That the PATG meeting is adjourned at 6:15 p.m.
Motion carried

Next meeting will be held at 4:15 pm, February 4th, 2021 via Zoom.

Lynda Baker (Feb 5, 2021 12:49 PST)

Chair (L. Baker)

RECEIVED:

Corporate Office (D. Smith)

MINUTES
Community Planning Advisory Committee

Wednesday, February 3, 2021 at 7:00 p.m.
via Zoom

PRESENT: Chair – Jason Harrison; Members – Abbas Farahbakhsh, Tamara Hutchinson, Jennifer Sibbald, Brian Childs; Council Liaison – Tricia McKay; Acting Senior Planner & Recorder - Julie Thompson

ABSENT: Members – Tony Beckett, Steve Frankel

GUESTS: Applicant – Matt Schnurch (Turner Land Surveying)

The meeting was called to order at 7:03 p.m.

1. INTRODUCTION OF NEW MEMBER

The Town's Acting Senior Planner, Julie Thompson, introduced the new Community Planning Advisory Committee member, Abbas Farahbakhsh. Abbas provided a brief overview of his professional background.

2. ELECTION OF A CHAIR

It was moved, seconded and carried that Jason Harrison be the Chair of the Community Planning Advisory Committee. Jason opened the meeting by recognizing the traditional territory of the Stz'uminus First Nation.

3. AGENDA APPROVAL

It was moved, seconded and carried that the Agenda of February 3, 2021 be approved.

4. ADOPTION OF MINUTES

It was moved, seconded and carried that the Minutes of January 6, 2021 be approved.

5. COUNCIL REFERRALS

a. Zoning Bylaw Amendment application
<u>3360-20-05 – 630 Farrell Road</u>

The Town's Acting Senior Planner, Julie Thompson, provided a brief overview of the application.

The applicant, Matt Schnurch (Turner Land Surveying) provided a short presentation of the application, including the property owner's rationale for rezoning, to allow for stratification of the proposed duplex units.

CPAC members discussed the application and deliberated aspects of the application including the structure of the strata, stormwater management, bird nesting sites, and building schemes/design parameters.

DRAFT

It was moved, seconded and carried that the Community Planning Advisory Committee (CPAC) supports in principle Zoning Bylaw amendment application 3360-20-05, and recommends that Council consider the following items:

a. **Stormwater management;**
b. **A survey for bird nesting sites;**
c. **The structure of the proposed strata with particular consideration to reviewing the services provided by the Town, and the services provided by the strata; and**
d. **Clarification with respect to building design guidelines for this subdivision.**

7. NEW BUSINESS

None.

8. MONTHLY BRIEFING

None.

9. NEXT MEETING – TBD

10. ADJOURNMENT

It was moved, seconded and carried that the meeting be adjourned at 8:15 p.m.

_____

Chair (J. Harrison)

RECEIVED:

_____

Corporate Officer (D. Smith)

DRAFT

STAFF REPORT TO COUNCIL

Report Prepared By: Christina Hovey, Senior Planner
Meeting Date: February 16, 2021
File No:
Re: **CVRD Referral – OCP and Rezoning Referral for 4760 Brenton-Page Road**

RECOMMENDATION:

That Council direct staff to send the letter included as Attachment A to the February 16, 2021 staff report, in response to the December 23, 2020 referral from the CVRD seeking comments on an application to amend the CVRD OCP and Zoning Bylaws at 4760 Brenton-Page Road.

EXECUTIVE SUMMARY:

The Cowichan Valley Regional District (CVRD) has asked the Town of Ladysmith to provide comments on an application to rezone 4760 Brenton-Page Road (Page Point Inn and Marina). The application is for a 16-unit condominium on the property. The recommended response is provided as Attachment A.

PREVIOUS COUNCIL DIRECTION:

N/A

INTRODUCTION/BACKGROUND:

The CVRD has referred an application to amend the CVRD's Official Community Plan and Zoning Bylaw for 4760 Brenton-Page Road (the "subject property") for comment. The subject property hosts the Page Point Inn and Marina on the eastern side of Ladysmith Harbour, opposite the Town of Ladysmith.

The proposed development is a 16-unit condominium, which will be in addition to the existing commercial uses. The current zoning on the subject property would permit only two residential dwellings (one single-family dwelling with a secondary suite). The conceptual drawings for the condominiums show two, two-storey buildings that would be visible from the water. The applicant is proposing to develop on-site water and wastewater services since community/municipal water and wastewater services are not available. Attachment B includes excerpts from the CVRD Referral Report[1].

PROPOSED RESPONSE:

The proposed response does not strongly oppose the proposed development. However, it notes that the Town of Ladysmith OCP encourages that growth be located within Urban

[1] Some attachments from the Referral Report were removed since they are not relevant to the Town of Ladysmith's comments.

Containment Boundaries. The response also identifies the Town's expectation that the development will not contribute to contamination of Ladysmith Harbour (for example by ensuring adequate wastewater treatment).

ALTERNATIVES:

Council can choose to:

1. Amend the proposed response, and endorse the response as amended.
2. Not to comment on the CVRD referral.

FINANCIAL IMPLICATIONS:

N/A

LEGAL IMPLICATIONS:

4760 Brenton-Page Road is not within the boundaries of the Town of Ladysmith. The comments provided by the Town of Ladysmith will be considered by the CVRD.

CITIZEN/PUBLIC RELATIONS IMPLICATIONS:

The CVRD is responsible for undertaking public consultation related to this application.

INTERDEPARTMENTAL INVOLVEMENT/IMPLICATIONS:

N/A

ALIGNMENT WITH SUSTAINABILITY VISIONING REPORT:

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

ALIGNMENT WITH STRATEGIC PRIORITIES:

☐Infrastructure
☐Community
☐Waterfront
☐ Economy
☒ Not Applicable

I approve the report and recommendation(s).

Allison McCarrick, Chief Administrative Officer

ATTACHMENT(S):

- Attachment A: Draft response
- Attachment B: Excerpts from CVRD Report

Attachment A: Draft Response

February X, 2021

CVRD File No. RZ20H01

Beverly Suderman, MCIP, RPP
Planner III
Development Services Division, Land Use Services Department
Cowichan Valley Regional District

Via email: bev.suderman@cvrd.bc.ca

RE: **RZ20H01 Referral Report - 4760 Brenton-Page Road PID: 027-772-900**

Thank you for providing the Town of Ladysmith with an opportunity to comment on the proposed official community plan and zoning amendment for 4760 Brenton-Page Road.

The Town of Ladysmith Official Community Plan (the Town's OCP) recognizes the importance of working with the Cowichan Valley Regional District to manage growth at a regional scale. The Town's OCP calls for most development to be concentrated within Urban Containment Boundaries. Please consider the following statement from the Town's OCP as you review the proposed official community plan and zoning amendment for the property at 4760 Brenton-Page Road:

> "Ladysmith intends to work closely with the Cowichan Valley Regional District to manage growth in a comprehensive and environmentally sensitive manner, so that future growth is consistent with regional interests and is directed to urban areas within Ladysmith's Urban Containment Boundary (Town of Ladysmith OCP, Section 3.1.1.1)."

If the proposed bylaw amendments move forward, the Town would like to emphasize the importance of protecting Ladysmith Harbour. In particular, please ensure that adequate servicing is available/provided for the development. We note that providing on-site water and wastewater services (as proposed) may be challenging considering the planned 16 units, the existing commercial development, and the relatively small parcel size (less than 1 hectare).

Sincerely,

Christina Hovey, Senior Planner
Development Services Department
Town of Ladysmith

DRAFT

Attachment B: Excerpts from CVRD Report

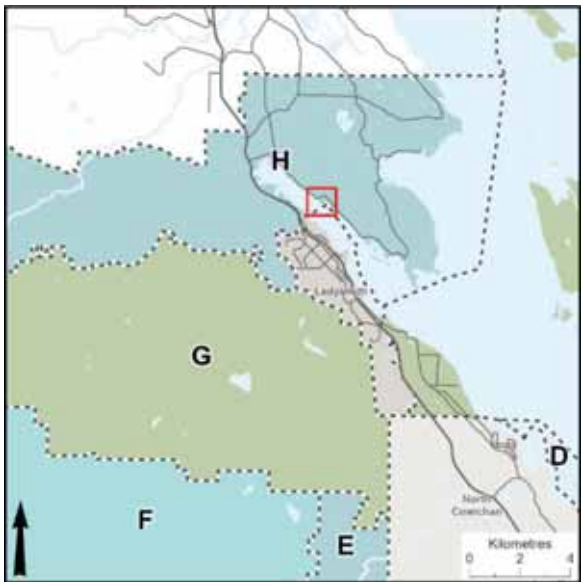
REFERRAL REPORT

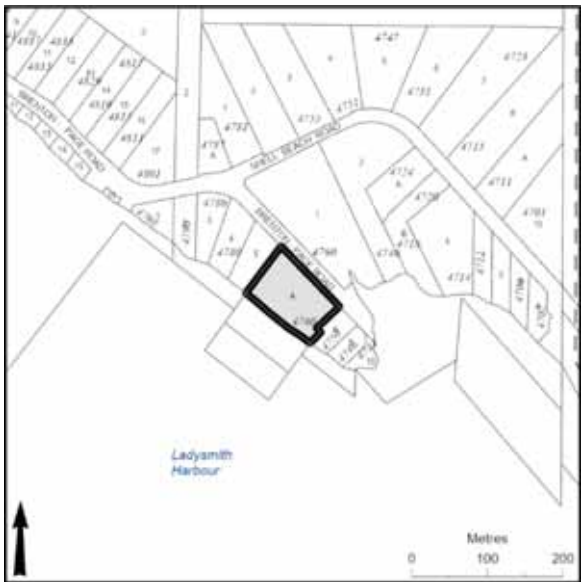
DATE OF REPORT	December 23, 2020
FROM:	Development Services Division Land Use Services Department
SUBJECT:	Site-Specific Rezoning Application: 4760 Brenton-Page Road (PID: 027-772-900)
REFERRAL TO:	Area H Advisory Planning Commission, External Agencies and the Development Review Team
FILE:	RZ20H01

PURPOSE/INTRODUCTION

The purpose of this application is to amend the Area H North Oyster/Diamond Zoning Bylaw No. 1020 with a new Comprehensive Development zone to build 16 stacked condominium units, and 16 covered parking stalls, while maintaining the existing clubhouse and inn building. This will also require an OCP amendment, because the current Area H North Oyster/Diamond OCP does not anticipate multi-family housing.

LOCATION MAP





BACKGROUND

The subject property fronts onto Ladysmith Harbour to the southwest, and the tail-end of Brenton-Page Road to the east. It is zoned C-4: Tourist Recreational Commercial and designated C (Commercial) in the OCP. The current use of the property is to support the marina

uses on the water: Marina clubhouse, inn, “old wing”, and (former) restaurant. Surrounding properties are zoned residential, and most appear to be fully developed for this purpose.

A restrictive covenant related to the type of permitted development on the property, CA2073335, was registered on the property in 2011. This was in response to the idea of converting the property to a time-share, which might have led to conflict with the zoning. A separate application to have this covenant released from the property has been filed with the CVRD, and is in decision-making process, having been considered by the EASC on December 16, 2020. A recommendation is moving forward in January 2021 to the CVRD Board to release the covenant.

For more information, please see:

- Attachment A – Background Table
- Attachment B – Zoning Map
- Attachment C – Official Community Plan Map
- Attachment D – Covenant CA2073335
- Attachment E – Site Photos

APPLICATION SUMMARY

The applicant proposes a zoning amendment to allow for the construction of 16 high-end oceanfront condominiums with the retention of the existing clubhouse to be used as a clubhouse and inn for the property and the marina. The development would be supported with 54 parking stalls (16 of which would be covered), 2 loading spaces, water and sewer treatment plants, and landscaping. This project is meant to appeal to “homeowners leaving densely populated urban centres to seek out smaller communities and enjoy the relaxed lifestyle of waterfront living.”

The uses permitted in C-4 zoning are limited to restaurant, tourist accommodation, campground, marina operations, golf course, one single family dwelling as an accessory use, with one separate or secondary suite. To date, the commercial uses on the site have not been commercially viable for the long-term. The applicant would like to add residential uses to enhance the viability of the property.

The project proposes to construct two residential buildings, one on each side of the existing inn/restaurant, while retaining the natural features of the sloped terrain and its landscaping. It will respect the 15m setback from the high water mark.

As part of the rezoning, the applicant requests:

- Relaxation of the height limit from 7.5 m to 7.8 m;
- Relaxation of parking requirements[1] from 67 parking stalls and 3 loading spaces, to 54 parking stalls and 2 loading spaces; and
- Increase in site coverage from 15% to 25%.

As a community contribution, the applicant is offering to provide 11 parallel parking spots along the south side of Brenton-Page Road, should there be occasional events where extra parking is required. Please note that these parking spots would be located within the MOTI right-of-way, rather than on private property.

[1] See the discussion of the Parking Bylaw’s requirements in a later section of this report.

Traffic along Brenton-Page Road is anticipated to be reduced because the restaurant will cater primarily as a clubhouse for the owners and marina clients. However, the general public will be welcome to make a reservation to be able to dine there, which will also provide a way for the management to control parking.

Because water supply is a major concern in the Yellow Point area, the applicant proposes to develop a desalination plan to provide potable water to the project. Wastewater would be treated on-site.

For more information, please see:

- Attachment F – Rezoning Proposal (Architectural Drawings)
- Attachment G – Landscaping Plan
- Attachment H – Environmental Impact Study (2009)
- Attachment I – Proposed servicing sketch plan
- Attachment J – CVRD Parking Bylaw No. 1001 (1986)

POLICY & REGULATORY CONSIDERATIONS

Electoral Area H – North Oyster/Diamond Official Community Plan Bylaw No. 1497:
"One of the primary environmental concerns of residents of North Oyster-Diamond is the availability of an adequate year round potable water supply." – page 13.

Harbour & Shorezone Management
Objective 2.2.2(b) Accommodate development of a greater range of waterfront recreational activities and public access to and along the foreshore.

Policy 4.3.2: The Regional District shall encourage the establishment of a pumpout facility for marine tourist traffic in conjunction with future expansion of existing marina facilities in Ladysmith Harbour.

The subject property is adjacent to and associated with a water marina, which was expanded to approximately 80 slips in 2006, or thereabouts.

As part of this development, which will involve the construction of a water desalination plant for drinking water supply and an enhanced wastewater treatment system to accommodate increased demand, it will be sized to meet the marina needs of water supply and sewage pumpouts as well.

Natural Environment
Policy 3.2.2: Prior to the rezoning of lands which are located in environmentally sensitive areas or which may affect environmentally sensitive areas, the Board shall give due consideration to the following:

a) Soil stability;
b) Natural vegetation or groundcover;
c) Wildlife and fish habitat;
d) Quality and quantity of surface drainage and groundwater; and
e) Adjacent land uses.

The landscaping plan for this rezoning application (Attachment G) clearly shows the intention to preserve mature trees on the property in the development process, which will assist with soil retention.

An environmental impact assessment (Attachment H), conducted in 2009, indicates that “the shoreline along the Page Point development property is formed by a vertical rock wall approximately 6 m in height. Sandstone shelves and exposed sandstone hummocks dominate the surficial geology of this area.” (Chatwin Engineering report, page 12)

The soils that overlay the sandstone are made up of two types:

1. Finlayson soils, which are imperfectly to moderately well drained, and often have perched water tables during the winter months; and
2. Tzouhalem soils, which are rapidly draining coarse fragmented soils.

There are no freshwater streams within the project site. The closest freshwater stream is Page Point Creek, across the road, which bisects that property. Apparently it only carries water during the wettest winter months, but is suspected to also transport poorly treated waste water from septic beds on nearby residential lots.

The impacts on groundwater conditions are anticipated to be low because the soils are rapidly draining, which results in poor groundwater retention.

Because this is a developed site, impacts on wildlife habitat are anticipated to be low, as are the potential impacts on fish habitat.

Residential Development

Objective 2.2.6(a) Guide the pattern and phasing of land development in order to minimize the cost of services to area residents.

Objective 2.2.6(b) Encourage residential development to be clustered together in settlement nodes to save or preserve undisturbed tracts of land for recreation and groundwater recharge.

Objective 2.2.6(c) Ensure that residential development does not preclude the utilization of resource lands and is in character with adjacent development.

Policy 8.1.1: Infilling shall be encouraged in existing residential areas.

Policy 8.1.6: Minor siting adjustments on residential properties may be permitted through a development variance permit to preserve unusual or large stands of trees or other natural site characteristics.

The OCP does not contemplate multi-family dwelling units or any residential density at the level proposed.

Should this application move ahead, a new Comprehensive Development zone to allow for both multi-family resident and commercial uses would need to be developed.

Commercial Areas

Objective 2.2.7(b) Permit small scale local commercial activities which do not adversely impact on the rural character of the community or its natural environment.

Objective 2.2.7(d) Promote the establishment of tourist recreation uses throughout the plan area where there is no adverse impact on surrounding land uses.

Policy 9.1.1: In order to maintain a generalized approach to land use planning, there shall be one uniform "commercial" designation in the plan map. However, the Regional Board may, in a zoning bylaw, create different commercial zones for different uses or combination of uses.

Policy 9.4.2: Applications to establish or expand a tourist recreational facility should be evaluated based on the following criteria:

i. The use does not generate excessive customer traffic through a residential area;
ii. The use is compatible with adjacent land and water uses and natural resource areas and adequate landscape buffering and screening is provided;
iii. The use does not reduce public access to the waterfront;
iv. Adequate road access and off-street parking and loading are provided;
v. The site is adequately serviced by a potable water supply and sewage disposal system and off-street parking;
vi. Public access to water shall not be reduced.

Policy 9.4.7: Private and public open spaces should be an integral part of all new proposals which are adjacent to or near to water features or scenic amenities. Proposed developments which recognize such amenities shall be given more favourable consideration respecting rezoning.

The subject property is currently designated Commercial in the OCP, and zoned for tourist commercial recreational uses.

Commercial/Industrial Development Permit Area – This DPA is not applicable to subject property, but provides insights into Area H goals for development on this property.

"The Commercial/Industrial DPA provides guidelines to ensure that development reflects the community's rural character, complements the natural environment and natural processes, and is safe for intended uses."

The potential rezoning will need to be some sort of Comprehensive Development zone, which will be new for Area H, to maintain the existing commercial uses and add the residential uses. The provisions of the Commercial/Industrial DPA may assist with framing the zone correctly, in terms of minimizing the environmental impact on the site and adjacent water body, ensuring that the construction is in scale with the neighbourhood, and the impacts on neighbouring residential properties will be minimal; that the site will function smoothly, and that the dark sky values will be protected.

Water, Sewer, and Solid Waste Systems

Objective 2.2.11(b) Prevent development that would adversely affect the availability of water for present and future users.

Objective 2.2.11(c) Ensure adequate water supplies are available for fire protection purposes and domestic purposes during peak demand periods.

Objective 2.2.11(d) Request and encourage on-site sewage disposal and prevent development which would result in outfalls which may adversely affect the aquatic capability of Ladysmith Harbour or any fresh or salt water source.

Policy 14.1.2: A minimum parcel size of 2 hectares for residential developments which are not served by a community water system may be allowed subject to policies respecting lot size contained elsewhere in this Plan.

Policy 14.1.6: All future community water systems shall be constructed to a standard that would permit the efficient and easy interconnection of separate systems and make it possible to eventually consolidate various water systems into one or more water improvement districts.

The proposed desalination plant for potable water supply appears to meet the intent of the policy framework, with the exception of Policy 14.1.2. The proposed system would be owned and operated by a strata corporation as a private water system.

Climate, Land, Resources and Energy Efficiency

Policy 15.2(b): If appropriate and acceptable to the local community, the CVRD Board may initiate projects to identify potential infill sites within existing areas of higher commercial and residential densities.

Should this application be approved, this would create a high end residential infill site within an existing rural residential neighbourhood, on a commercial site.

Electoral Area H – North Oyster/Diamond Zoning Bylaw No. 1020:

Current zoning: C-4 (Tourist Recreational Commercial)

- Permits the following uses: restaurant, tourist accommodation, campground, marina operation (excluding boat building), golf course, one single family dwelling per parcel accessory, and separate or secondary suite.
- Parcel coverage not to exceed 15% for all buildings and structures
- Height not to exceed 7.5 metres
- Minimum lot size: 1,100 m^2 for parcels served by community water and sewer; 1,675 m^2 for parcels served by community water system only; 0.8 ha for parcels not served by community water or sewer.

NOTE: By definition in the Area H Zoning Bylaw No. 1020, community water or sewer systems are those which serve a minimum of 75 residential units, and which are owned, operated and maintained by the CVRD or an improvement district under the *Water Act* or the *Local Government Act*. The proposed system(s) will serve 16 units of housing, plus meet the needs of the inn, marina, and restaurant, and be owned by a strata corporation.

There are six residential zones within Bylaw No. 1020:

i. R-1 – Rural Residential: 2 single family dwellings on parcels of 2.0 ha or larger; minimum parcel size = 2 ha.

ii. R-2 – Suburban Residential: 1 single family dwelling; minimum parcel size = 0.4 ha for parcels served by community water, but 2 ha for parcels without water servicing.
iii. R-10 – Rural Water Conservancy: 1 single family dwelling; minimum parcel size = 8 ha.
iv. MP-1 – Mobile Home Park zone: density not to exceed 15 units/ha of parcel area; minimum parcel size = 2 ha.
v. MH-1 – Manufactured Home Residential: Not more than one dwelling per parcel; minimum parcel size = 325 m^2 for parcels served by community water, but 2 ha for parcels without water servicing
vi. MH-2 – Bush Creek Manufactured Home Residential: Not more than one dwelling per parcel; minimum parcel size = 540 m^2 for parcels served by community water and sewer system, otherwise 2.0 ha.

None of these zones, aside from the manufactured home zones, contemplate multi-family or tightly clustered types of development, such as stacked townhomes.

Should this application move ahead, a new zone will be required.

CVRD Parking Bylaw No. 1001 (1986)

Section 4.1 (b) of Bylaw No. 1001, CVRD Parking Bylaw, indicates that the basis for parking calculations is found in Table 1 of the Bylaw. Section 4.3 indicates how the number of spaces is to be calculated, with each fraction of a space requiring another whole space. Section 4.6 states that up to 20% of required parking spaces can be "short" at 4.6 m each, so long as they are clearly marked as such.

The applicant has indicated that 67 parking stalls and 3 loading spaces are required by the bylaw, from which a variance request has been made to reduce the total required parking to 54 parking stalls and 2 loading spaces. The applicant has offered, as a community amenity, the creation of 11 parallel parking spaces in the Brenton-Page Road right-of-way. If approved by MOTI, this would result in 65 parking spaces available for the project.

The Planner's calculations are based on the following uses:

Use	Number of units	Number of parking spaces per unit	Required parking spaces
Residential	18[2]	1.5	27
Commercial (Inn)	6	1	6
Restaurant	100 seats	1 space/3 seats + 3 spaces	37
Marina	80 boat slips	1 per 2 boat stalls + 1 space/ 2 employees	41
Totals			111

CONCLUSION

It is clear that, if approved, this proposal represents a marked departure from the types of development anticipated in the Area H OCP. For this application to proceed, a new zone will need to be created. This would likely be a Comprehensive Development zone, to permit

[2] 16 new units; 2 existing units

residential and commercial uses on the same property. New OCP policy will have to be created as well, to permit the creation of such a zone, although the underlying Commercial designation would not contradict zoning the permitted commercial and residential uses together.

Because a new zone would have to be created, unique to the site, it would be possible to structure the zone in such a way that the proposed height limits, site coverage, and parking/loading requirements would be addressed in this zone, rather than requiring a variance.

We would appreciate receiving any comments and recommendations you may have regarding this application so they can be incorporated into a report that will be prepared for a future Electoral Area Services Committee (EASC) meeting, where the CVRD Area Directors will consider the application.

Should you require any further information or have questions regarding the application, please contact the undersigned.

Prepared by:

Beverly Suderman, RPP, MCIP
Planner III (Casual)
Phone: 250.746.2620
Email: bev.suderman@cvrd.bc.ca
Development Services Division
Land Use Services Department

BAS/la
Attachments:

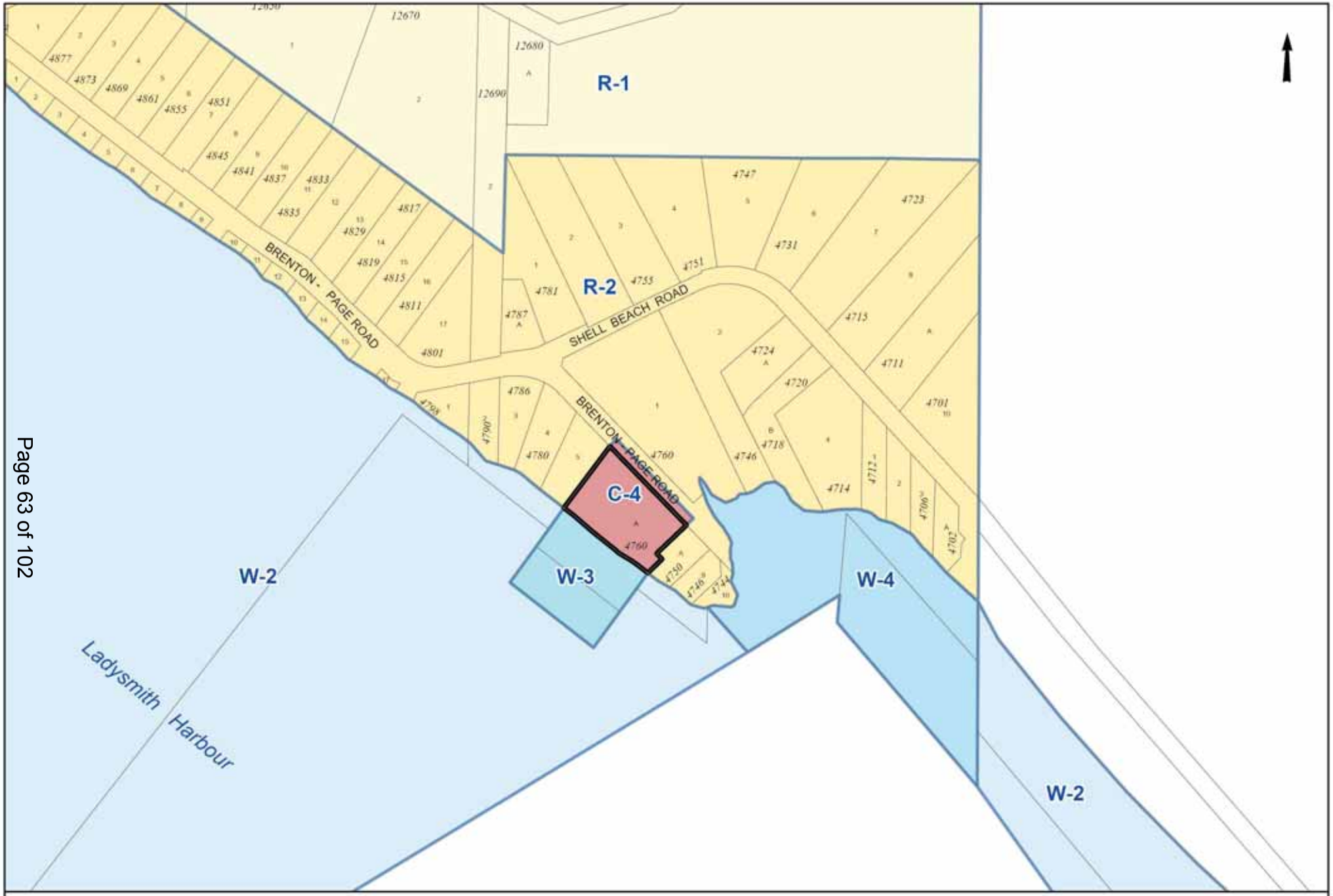
- Attachment A – Background Table
- Attachment B – Zoning Map
- Attachment C – OCP Map
- Attachment D – Covenant CA2073335
- Attachment E – Site Photos
- Attachment F – Rezoning Proposal
- Attachment G – Landscaping Plan
- Attachment H – Environmental Impact Study (2009)
- Attachment I – Proposed Servicing Sketch Plan
- Attachment J – CVRD Parking Bylaw No. 1001 (1986)

pc: Director B. Maartman, Electoral Area H – North Oyster/Diamond
Daniel Maloney, Owner/Applicant, via email: daniel@ravenpoint.ca

BACKGROUND TABLE

File: RZ20H01

Applicant:	Daniel Maloney, Project Manager, M&A Professional Services Inc.
Registered Property Owner(s):	Raven Point Retreats Ltd: Colin Birch & Diana Mitchell
Civic Address:	4760 Brenton-Page Road, Ladysmith, BC
PID & Legal Description:	027-772-900; Lot A, Section 2, Oyster District, Plan VIP86097
CVRD Covenants on Title:	CA2073335; prohibits residential development on the property
Size of Existing Parcel(s):	0.748 ha
Existing Use of Parcel(s):	Marina clubhouse, inn, “old wing”, and (former) restaurant
Wildfire Hazard Interface Rating:	Moderate
Natural Hazards:	Sea level rise (in the extreme case)
Archaeological Site:	Unknown; known archaeological site on the oceanfront of neighbouring properties; area of high archaeological potential, with lots of middens and burial grounds in the vicinity.
Environmentally Sensitive Areas:	Adjacent to the Ladysmith Harbour (oceanfront)
Species at Risk:	None identified.
Watershed:	Yellow Point Benchlands
Agricultural Land Reserve (ALR):	Not Within
OCP Designation:	C - Commercial
Containment Boundary:	N/A
Development Permit Areas (DPA’s):	Riparian Areas Regulation DPA
Zoning:	C-4: Tourist Recreational Commercial
Fire Service:	North Oyster FPSA
Existing Water Service:	Manana Park Water Cooperative (private water system)
Existing Sewerage Service:	None; septic system on-site
Existing Drainage Service:	None
Proposed OCP Designation:	C - Commercial
Proposed Zoning:	New zone TBD: Comprehensive Development (commercial & residential)
Proposed Water Service:	Private: Desalination Plant
Proposed Sewerage Service:	On-site sewage disposal
Proposed Drainage Service:	



Zoning

Subject Property

Metres
0 200 400

CVRD

RZ20H01
PID 027-772-900
4760 Brenton-Page Road

Appendix E: Site Photos

Figure 1 View from driveway overlooking marina, looking west

Figure 2 View to restaurant entrance, with Inn on the right

Figure 3 Entrance to the Inn

Figure 4 Overlooking the parking lot

SITE INFORMATION

CIVIC ADDRESS
4760 BRENTON- PAGE ROAD, LADYSMITH, B.C.V9G 1L7

LEGAL DESCRIPTION
SITE PLAN OF LOT 6 AND THE REMAINDER OF LOT 7, SECTION 2, OYSTER DISTRICT, PLAN 10251

ZONING
CURRENT ZONING: C4 ZONE - TOURIST RECREATIONAL COMMERCIAL
PROPOSED ZONING: CD

PROPOSED BUILDING INFORMATION
EXISTING BUILDING (CLUBHOUSE, INN AND OLD WING) TO REMAIN
PROPOSED 16 STACKED CONDOMINIUM UNITS
SPRINKLERED

PROPERTY AREA
7514.55 SQM (80,885.945 SF)

FLOOR SQUARE RATIO

EXISTING BUILDING AREAS:	569.15 SQM
BUILDING 1:	856 SQM
BUILDING 2:	865 SQM
TOTAL:	**2281.15 SQM (24,554.94 SF)**

SITE COVERAGE

15% (0.15) X 7514.55 SQ.M. (80,885.94 SF) = 1,127.18 SQ.M. (12,132.86 SF)

EXISTING BUILDING FOOTPRINTS:	444.97 SQM

PROPOSED BUILDING AND STRUCTURE FOOTPRINTS

BUILDING 1:	428 SQM
BUILDING 2:	428 SQM
COVERED PARKING STALLS (16):	283.36 SQM
TOTAL:	**1584.33 (17,053.59 SF) = 21%**

PARKING COVERAGE

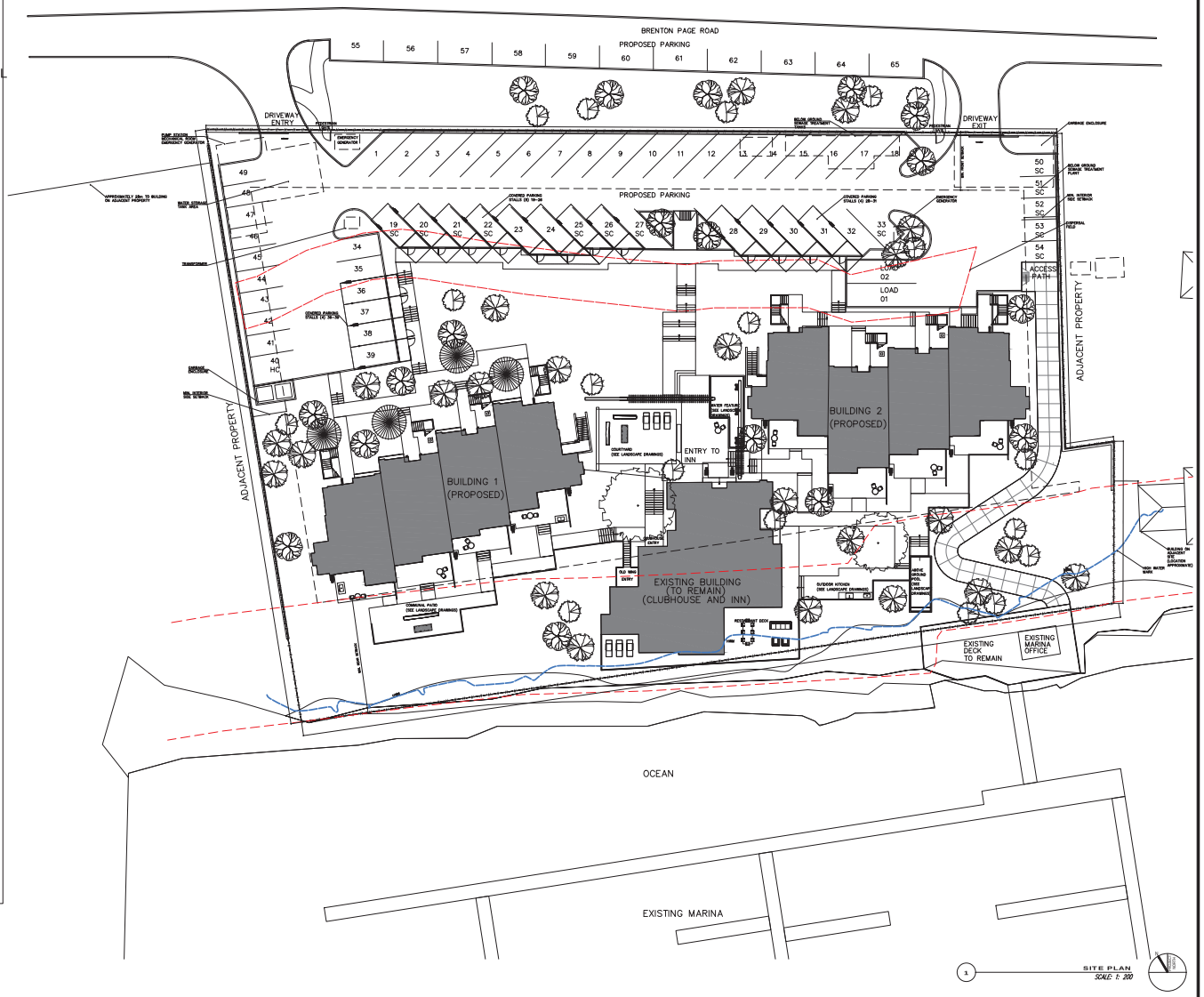
SEE CIVIL DRAWING FOR TOTALS AND CALCULATIONS

BUILDING SETBACKS

FRONT SETBACK	7.5M (24.6')
INTERIOR SIDE SETBACK	4.5M (14.76')
T.O WATER SETBACK	15.0M (49.21')

BUILDING HEIGHTS

MAX. BUILDING HEIGHT	7.5M (24.6")
PROPOSED HEIGHT	SEE ELEVATIONS



SITE PLAN
SCALE: 1: 200

NOTES

SITE PLAN BASED ON SURVEY PLAN PROVIDED BY MORGAN STEWART & COMPANY.

LOCATION OF BUILDINGS ON ADJACENT PROPERTIES ARE APPROXIMATE

FOR PLANTING, TREE TYPE & LOCATIONS, GARBAGE ENCLOSURE, PROPOSED GRADES, PROPOSED WALKWAYS & PEDESTRIAN BRIDGES, REFER TO ENNSGAUTHIER LANDSCAPE DWGS.

d.WG Design Studio

This drawing is not to be scaled. All dimensions to be verified on site before commencing work. Discrepancies between this drawing and information given elsewhere must be immediately reported to d.WG Design Studio

The copyright of this schedule / drawing remains with the Architect. No part of this schedule / drawing may be reproduced in any form or by any means without the written permission from d.WG Design Studio

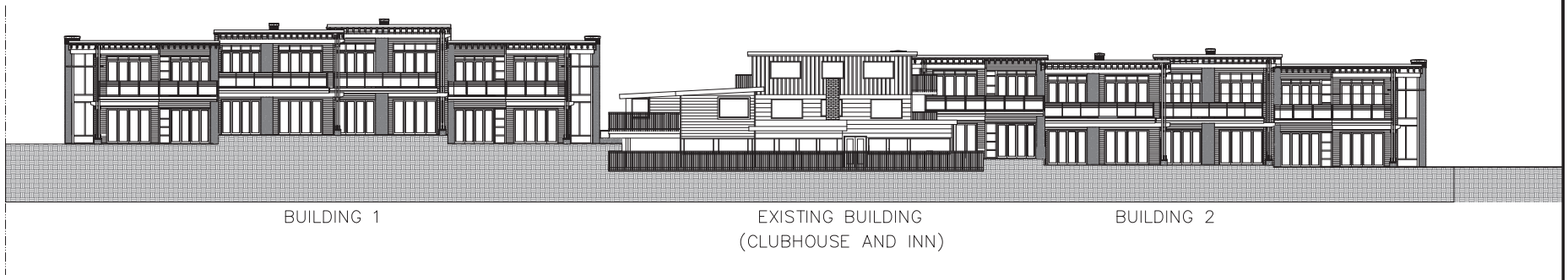
REV /	DATE/	DESCRIPTION

Project
Raven Point Retreats Ltd.
Rezoning Proposal

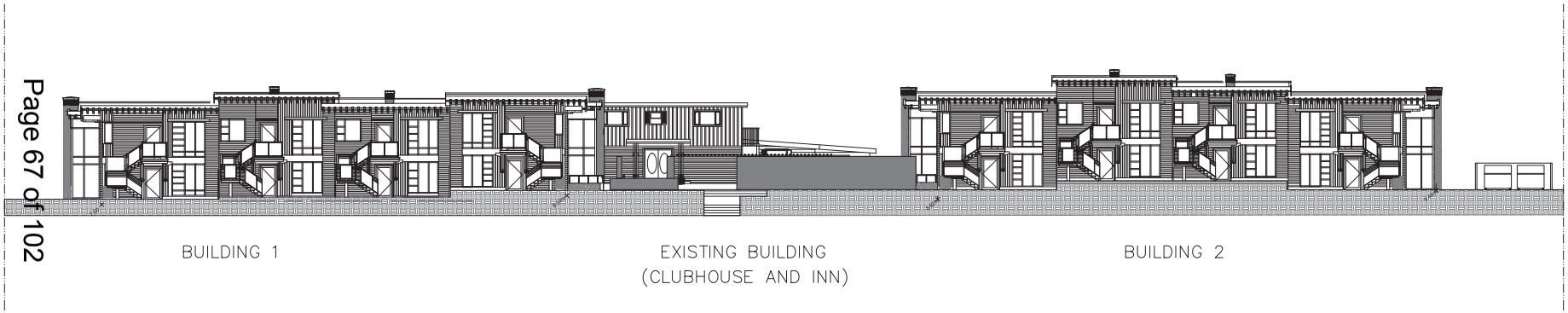
Drawing
Site Plan

Scale:	Date	Project no:
1:50	15 JUN 2020	19-0119
Drawn by:	Checked by:	Revision
KWG	KWG	1.0

Drawing no.
A02



1 SOUTH ELEVATION
SCALE: 1: 100



2 NORTH ELEVATION
SCALE: 1: 100

NOTES

SITE PLAN BASED ON SURVEY PLAN PROVIDED BY MORGAN STEWART & COMPANY.

LOCATION OF BUILDINGS ON ADJACENT PROPERTIES ARE APPROXIMATE

FOR PLANTING, TREE TYPE & LOCATIONS, GARBAGE ENCLOSURE, PROPOSED GRADES, PROPOSED WALKWAYS & PEDESTRIAN BRIDGES, REFER TO ENNSGAUTHIER LANDSCAPE DWGS.

d.WG
Design Studio

This drawing is not to be scaled. All dimensions to be verified on site before commencing work. Discrepancies between this drawing and information given elsewhere must be immediately reported to d.WG Design Studio

The copyright of this schedule / drawing remains with the Architect. No part of this schedule / drawing may be reproduced in any form or by any means without the written permission from d.WG Design Studio

REV. /	DATE	DESCRIPTION

Project:
Raven Point Retreats Ltd.
Rezoning Proposal

Drawing:
Site Elevations

Scale:	Date:	Project no:
1:100	15 JUN 2020	19-01119
Drawn by:	Checked by:	Revision
KWG	KWG	1.0

Drawing no.
A03

1 VIEW TOWARDS ENTRY

2 VIEW TOWARD WATER

d.WG
Design Studio

This drawing is not to be scaled. All dimensions to be verified on site before commencing work. Discrepancies between this drawing and information given elsewhere must be immediately reported to d.WG Design Studio

The copyright of this schedule / drawing remains with the Architect. No part of this schedule / drawing may be reproduced in any form or by any means without the written permission from d.WG Design Studio

REV /	DATE	DESCRIPTION

Project
Raven Point Retreats Ltd.
Rezoning Proposal

Drawing
Renderings

Scale:	Date:	Project no:
N.T.S.	15 JUN 2020	19-01 19
Drawn by:	Checked by:	Revision:
KWG	KWG	1.0

Drawing no.
A04

1 PERSPECTIVE OF SOUTHSIDE OF BUILDING 1

2 PERSPECTIVE OF NORTHSIDE OF BUILDING 1

d.WG
Design Studio

This drawing is not to be scaled. All dimensions to be verified on site before commencing work. Discrepancies between this drawing and information given elsewhere must be immediately reported to d.WG Design Studio

The copyright of this schedule / drawing remains with the Architect. No part of this schedule / drawing may be reproduced in any form or by any means without the written permission from d.WG Design Studio

REV. /	DATE	DESCRIPTION

Project:
Raven Point Retreats Ltd.
Rezoning Proposal

Drawing:
Renderings

Scale:	Date:	Project no:
N.T.S.	15 JUN 2020	19-01119
Drawn by:	Checked by:	Revision
KWG	KWG	1.0

Drawing no.
A05

1 PERSPECTIVE OF SOUTHSIDE OF BUILDING 2

2 PERSPECTIVE OF NORTHSIDE OF BUILDING 2

d.WG
Design Studio

This drawing is not to be scaled. All dimensions to be verified on site before commencing work. Discrepancies between this drawing and information given elsewhere must be immediately reported to d.WG Design Studio

The copyright of this schedule / drawing remains with the Architect. No part of this schedule / drawing may be reproduced in any form or by any means without the written permission from d.WG Design Studio

REV	DATE	DESCRIPTION

Project
Raven Point Retreats Ltd.
Rezoning Proposal

Drawing
Renderings

Scale:	Date:	Project no:
N.T.S.	15 JUN 2020	19-011 9
Drawn by:	Checked by:	Revision
KWG	KWG	1.0

Drawing no.
A06

CENTRAL AMENITY AREA – SEATINGS & FIRE PIT + WATER FEATURE

Enns Gauthier
landscape architects

A	Issued for Rezoning	20-04-13

Raven Point Retreats Ltd.
17066
4760 Brenton Page Rd
Ladysmith, BC

M&A Professional Services Inc.
Contact: Daniel Maloney

L0.1
RENDERING

1738 Kingsway, Vancouver, British Columbia, V5N 2S3 www.ennsgauthier.com

All rights reserved, property of Enns Gauthier Landscape Architects Inc. Use or reproduction prohibited without prior written consent.

EAST AMENITY AREA – OUTDOOR KITCHEN + INFINITY POOL

Enns Gauthier
landscape architects

A	Issued for Rezoning	20-04-13

Raven Point Retreats Ltd.
17066
4760 Brenton Page Rd
Ladysmith, BC

M&A Professional Services Inc.
Contact: Daniel Maloney

L0.2
RENDERING

1738 Kingsway, Vancouver, British Columbia, V5N 2S3 www.ennsgauthier.com

All rights reserved, property of Enns Gauthier Landscape Architects Inc. Use or reproduction prohibited without prior written consent.

LAYOUT + MATERIALS LEGEND

SYMBOL	DESCRIPTION	DETAIL
	BOARDWALK WITH STONE TOP	1 L3.0, 2 L3.0
	PROPOSED BASALT SLAB STEP	
	NATIVE PLANTING (MIX OF NEW AND EXISTING)	
	EXISTING MARINA/DOCK	
	WATER FEATURE WITH WATER SPOUT	
	STEEL PERGOLA ON STONE-FACED WALL 2.2 HT.	
	ABOVE GROUND POOL WITH PREFABRICATED STEEL STRUCTURE	
	FIRE PIT	
	ROUGH TIMBER BLOCK BENCH	
	PROPOSED NATIVES TREES	
	EXISTING TREES, REFER TO MORGAN STEWART & COMPANY SURVEY, DRAWING NO. 8458-EN01	
	DISPERSAL FIELD, REFER TO CHATWIN ENGINEERING LIMITED, SHEET N1011-01-03	
	HYDRANTS ASSEMBLY, REFER TO CHATWIN ENGINEERING LIMITED, SHEET N1011-01-018	
	1M HEIGHT GUARDRAIL	
	PROPOSED ASPHALT PARKING STALLS	
	3M WIDE C.I.P CONCRETE ACCESS PATH (TO MARINA)	
	STEEL PROPERTY FENCE	
	WOOD PROPERTY FENCE	
	GARBAGE ENCLOSURE	

0 5 10 15 m
1:200

Enns Gauthier
landscape architects

A Issued for Rezoning 20-04-13

Raven Point Retreats Ltd.
17066
4760 Brenton Page Rd
Ladysmith, BC

M&A Professional Services Inc.
Contact: Daniel Maloney

L1.0
LAYOUT PLAN

All rights reserved, property of Enns Gauthier Landscape Architects Inc. Use or reproduction prohibited without prior written consent.

STAFF REPORT TO COUNCIL

Report Prepared By: Jake Belobaba, Director of Development Services
Meeting Date: February 16, 2021
File No: **6520-20**
Re: **FCM Grant awarded – Uplands Remediation**

RECOMMENDATION:

That Council authorize the Mayor and Corporate Officer to sign the FCM Green Municipal Fund Grant Agreement GMF 17055 titled "Uplands Environmental Assessment and Remedial Action Plan" for remediation of Town-owned property referred to as the "uplands" in the Waterfront Area Plan.

EXECUTIVE SUMMARY:

A grant for a detailed site investigation of the Town-owned property referred to as the "uplands" in the Waterfront Area Plan was awarded to the Town from the Federation of Canadian Municipalities (FCM). The grant covers 50% of site investigation costs to a maximum of $175,000. The Town has been awarded $168,400. This project was already included in the Financial Plan and started in late 2020. However, FCM funds can be applied retroactively to project costs.

PREVIOUS COUNCIL DIRECTION:

Resolution	Meeting Date	Resolution Details
CS 2020-265	01-Sep-20	That Council award the contract for the detailed site investigation and remediation plan for the uplands of the Waterfront Area to Golder Associates Ltd for $279,866 excluding GST.
CS 2020-153	19-May-20	That Council: 1. Receive the Regulatory Path to Closure and Stage 1 Preliminary Site Investigation prepared by Golder Associates provided in Appendix A of the staff report from the Director of Development Services dated May 19, 2020; 2. Direct Staff to amend the 2020-2024 Financial Plan to include up to $400,000 from general surplus and development reserves to cover the cost of a detailed site investigation over the course of 2020-2021; and 3. Direct staff to: a. submit an application on behalf of the Town to the Federation of Canadian Municipalities to obtain funding for a detailed site investigation of the uplands and to obtain the services of a consultant, if required, to prepare the grant application; and b. seek the services of a qualified environmental engineering firm to complete a detailed site investigation of the uplands.

INTRODUCTION/BACKGROUND:

On May 19, 2020, Council directed staff to undertake a detailed site investigation for the uplands[1] and amended the 2020-2024 Financial Plan to allocate $400,000 for this purpose. Council also directed staff to apply for the FCM Green Municipal Fund to offset the costs of the detailed site investigation. Golder was awarded the site investigation contract on September 20, 2020, and commenced work shortly after. The detailed site investigation is now moving into its second phase.

FCM has approved the Town's application for funding. The contract is attached as Appendix A.

ALTERNATIVES:

Council can choose to:

1. Not accept the grant.
2. Halt the site investigation and remediation process for the uplands.

FINANCIAL IMPLICATIONS:

The grant funding can only be applied to site investigation costs but can be applied retroactively to site investigation costs that have been incurred since Golder started remediation work in the fall of 2020.

The uplands remediation work is a multi-stage project. This investigation phase was initially funded with surplus funds. Though this grant can reduce the amounts to come from surplus by $168,400, this savings may be required for the future phases of remediation (e.g. removal or cleanup of contaminated soils).

LEGAL IMPLICATIONS:

N/A

CITIZEN/PUBLIC RELATIONS IMPLICATIONS:

N/A

INTERDEPARTMENTAL INVOLVEMENT/IMPLICATIONS:

N/A

ALIGNMENT WITH SUSTAINABILITY VISIONING REPORT:

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

[1] Lot 4, District Lots 8G, 11G ,24 and 56, Oyster District, Plan 45800; and Lots 1 and 5, District Lots 24 and 56, Oyster District, Plan Vip64405

ALIGNMENT WITH STRATEGIC PRIORITIES:

☐Infrastructure
☐Community
☒Waterfront
☐ Economy
☐ Not Applicable

I approve the report and recommendation(s).

Allison McCarrick, Chief Administrative Officer

ATTACHMENT:

- Appendix A – Green Municipal Fund Grant Agreement GMF 17055

FEDERATION OF CANADIAN MUNICIPALITIES FÉDÉRATION CANADIENNE DES MUNICIPALITÉS

GREEN MUNICIPAL FUND GRANT AGREEMENT
GMF 17055

This Grant Agreement is hereby made and entered into

BETWEEN:

FEDERATION OF CANADIAN MUNICIPALITIES, a not-for-profit corporation incorporated under the laws of Canada, acting as trustee of the Green Municipal Fund ("**GMF**"), and having a place of business at 24 Clarence Street, Ottawa, ON, K1N 5P3.

("**FCM**")

and

TOWN OF LADYSMITH, a British Columbia corporation and having a place of business at 410 Esplanade, Ladysmith, BC, V9G 1A2.

("**Recipient**")

FCM and the Recipient shall be referred to individually as a "**Party**" and collectively as the "**Parties**".

The Agreement, including all the schedules described below, constitutes the entire understanding and agreement between the Parties ("**Agreement**") and supersedes all prior correspondence, offers, negotiations, agreements, or other communications between the Parties relating to the subject matter hereof, whether oral, written or electronic. No changes or modification to the Agreement shall be binding upon a Party unless in writing and signed by both Parties.

The Agreement will be effective commencing on the date of last signature below (**"Effective Date**") and shall end on January 4, 2024 ("**Term**") unless earlier terminated in accordance with the provisions of the Agreement.

The following Schedules are attached and incorporated in the Agreement by reference:

Schedule A – General Terms and Conditions
Schedule B – Eligible and Ineligible Costs Table
Schedule C – Recipient's Specific Terms and Conditions
Schedule D – Request for Contribution Template
Schedule E – Project Progress Report Template
Schedule F – Project Completion Report Template

In witness whereof, the Parties have executed the Agreement through their duly authorized officials.

FEDERATION OF CANADIAN MUNICIPALITIES

Per:_____
Chris Boivin
Managing Director, Green Municipal Fund

Date:_____

TOWN OF LADYSMITH

Per:_____
Aaron Stone
Mayor

Date:_____

Per:_____
Donna Smith
Corporate Officer

Date:_____

Appendix A

SCHEDULE A - GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

Whenever used in the Agremeent and unless the context otherwise requires, the following terms have the following meanings:

"**Advanced Contribution**" means the first disbursement of the Grant Amount, disbursed in advance of the Recipient having incurred sufficient Eligible Costs to request reimbursement from FCM, as set forth in Schedule C to the Agreement;

"**Business Day**" means any day other than a Saturday, Sunday or statutory holidays in the Province of Ontario;

"**Confidential Information**" has the meaning ascribed thereto in Section 8.3 of this Schedule A;

"**Contribution**" means each individual disbursement of the Grant Amount, as set forth in Schedule C;

"**Eligible Costs**" means the costs described in Schedule B of the Agreement, for which the Recipient may use the Grant;

"**Expense Claim**" means the expense claim in the form of the Project Workbook;

"**FCM's Accessibility Guidelines**" means the FCM guidelines to be followed by the Recipient, or the consultant hired by the Recipient, when preparing the Project Progress Report(s), Project Completion Report and Final Deliverable, to ensure that such reports are accessible to people with disabilities;

"**Final Contribution**" means the last disbursement of the Grant Amount. In the event that the Recipient receives the Grant Amount in a single contribution, FCM will advance the Grant Amount through the Final Contribution;

"**Final Deliverable**" means the final version of the plan or the final version of the report summarizing the results and activities undertaken in conducting the study or the pilot project, as applicable, as described in Schedule C;

"**GAAP**" means the generally accepted accounting principles for local governments as recommended, from time to time, by the Public Sector Accounting Board of the Canadian Institute of Chartered Accountants;

"**Material Change**" means any change to the description of the Project, forecasted Eligible Costs or particulars of the sources of funding, all as set forth in Schedule C;

"**Project**" means the plan, feasibility study or pilot project, as applicable, as described in Schedule C;

"**Project Workbook**" means the form of electronic spreadsheet provided by FCM to the Recipient, as amended by FCM from time to time, to be completed when providing information updates or submitting a Request for Contribution to FCM; and

"**Request for Contribution**" means the request for Contribution, in the form of Schedule D.

2. GRANT

2.1 Grant Purpose - FCM is providing the Grant to the Recipient for the sole purpose of assisting the Recipient in the preparation of the Project ("**Grant**").

2.2 Grant Amount - Subject to and in accordance with the terms and conditions of the Agreement and in reliance upon the representations, warranties and covenants of the Recipient hereinafter set forth, FCM agrees to contribute towards the Eligible Costs the maximum amount in Canadian Dollars (the "**Grant Amount**"), set forth in Schedule C of the Agreement. In the event that, if the aggregate amount of funding received or to

Appendix A

be received from all sources of funding, other than the Recipient, as set forth in Schedule C of the Agreement or as updated in the Project Workbook (all as determined and calculated by FCM) is greater than the total costs incurred by the Recipient in respect of the Project, as evidenced by the delivery of documentation establishing Eligible Costs, then FCM may reduce the Grant Amount to such amount as it deems appropriate, in its sole and absolute discretion.

2.3 Grant Expiration Date – In the event that the Recipient fails to meet the conditions of Contribution set forth in the Request for Contribution and fails to obtain the Final Contribution before the end of the Term, then FCM may, at its sole and absolute discretion terminate any further requirement to make the Contribution(s), set forth in Schedule C.

2.4 Grant Disbursement – FCM will disburse the Contribution within 30 days of confirming that the Recipient has met all of FCM's conditions, to FCM's satisfaction.

2.5 Advanced Contribution – FCM will inform the Recipient, before signature of the Agreement, whether it is eligible for an Advanced Contribution, all as determined in FCM's sole and absolute discretion. In the event that the Recipient is eligible for an Advanced Contribution, FCM will disburse the Contribution within 30 days of receiving from the Recipient, a signed Agreement and a completed copy of FCM's Electronic Funds Transfer form, identifying the bank account where FCM should disburse the Advanced Contribution. The representations and warranties confirmed or made in the Agreement with respect to the Recipient will be true on and as of the date that FCM makes the Advanced Contribution, with the same effect as though such representations and warranties have been made on and as of the date that FCM makes the Advanced Contribution. If any confirmation, information or documentation provided to FCM is not true and correct, or if any act or event does or may materially and adversely affect the Project or the ability of the Recipient to perform its obligations under the Agreement or the Project or any of its other obligations that are material to the Recipient has occurred, the Recipient will immediately notify FCM prior to the making of the Advanced Contribution.

3. OBLIGATIONS OF THE RECIPIENT

Unless FCM shall otherwise agree in writing, the Recipient covenants and agrees that it: (i) shall use the Grant solely for expenditures that are Eligible Costs; (ii) shall carry out the Project and conduct the activities thereof in compliance with all applicable laws, regulations, order, rules, ordinances, permits, licenses, and without restricting the generality of the foregoing, in compliance with all labour, environmental, health and safety and human rights legislation applicable to the Project; (iii) shall carry out the Project with due diligence and efficiency and in accordance with sound engineering, scientific, financial and business practices; (iv) shall maintain industry standard insurance coverage which shall include general liability insurance; (v) shall not make any Material Change to the Project or in the nature or scope of its legal status; and (vi) shall not sell, assign, transfer, lease, exchange or otherwise dispose of, or contract to sell, assign, transfer, lease, exchange or otherwise dispose of, any of the real or personal property, whether movable or immovable, acquired, purchased, constructed, rehabilitated or improved, in whole or in part with the Grant, except if previously approved by FCM as described in Schedule C.

4. ELIGIBLE COSTS

Expenses that are eligible for partial reimbursement by FCM must be: (i) invoiced directly to the Recipient; (ii) incurred after the date set forth in Schedule C; (iii) an integral and an essential component of the Project and required to help achieve the environmental objective of the Project; and (iv) actually and reasonably incurred in accordance with applicable industry standards.

5. RECORD-KEEPING and AUDIT

5.1 Record-keeping –The Recipient shall: (i) maintain its accounts, management information and cost control system and books of accounts adequately to reflect truly and fairly the financial condition of the Project and to conform to GAAP; and (ii) **safekeep all such records for at least seven (7) years after the end of the Term**.

5.2 Audit – The Recipient shall: (i) upon FCM's request with reasonable prior notice thereto, permit representatives of FCM, during its normal office hours, to have access to its books of accounts and records relating to the Project and permit FCM to communicate directly with, including the receipt of information

Appendix A

from, its external auditors regarding its accounts and operations relating to the Project; (ii) permit FCM to undertake, at any time, at its expense, any audit of the records and accounts of the Recipient in relation to the Project. The Recipient agrees to ensure that prompt and timely corrective action is taken in response to any audit findings and recommendations conducted in accordance with the Agreement. The Recipient will submit to FCM in a timely manner, a report on follow-up actions taken to address recommendations and results of the audit; and (iii) permit the Government of Canada, the Auditor General of Canada, and their designated representatives, to the extent permitted by law, to inspect the terms and conditions of the Agreement and any records and accounts respecting the Project and to have reasonable and timely access to sites, facilities and any documentation relevant for the purpose of audit.

6. ONGOING INFORMATION REQUIREMENTS

The Recipient shall provide to FCM the following information, in form and content satisfactory to FCM: (i) a Project Progress Report in the form of Schedule E within thirty (30) days of FCM making such requests; ii) prompt notice of any proposed change in the nature or scope of its legal status; (iii) prompt notice of any act or event which does or may materially and adversely affect the Project or may materially and adversely affect the ability of the Recipient to perform its obligations under the Agreement or the Project or any of the Recipient's other obligations that are material to the Recipient; (iv) prompt notice of any litigation or administrative proceedings, together with copies of any written legal documents as FCM may request, excluding legal documents subject to solicitor client privilege, before any court or arbitral body or other authority which might materially and adversely affect the Project or the ability of the Recipient to perform its obligations under the Agreement or in respect of the Project or any of the Recipient's other obligations that are material to the Recipient; (v) immediate notice of the occurrence of any breach of any term or condition of the Agreement and specifying the nature of such breach, and the steps, if any, that it is taking to remedy the same; and (vi) such other information as FCM may from time to time reasonably request from the Recipient by notice to the Recipient.

7. COPYRIGHT

7.1 Copyright – Copyright in all reports, documents and deliverables prepared in connection with the Agreement and set out in Schedule C, by or on behalf of the Recipient (the "**Recipient Documentation**") will be the exclusive property of, and all ownership rights shall vest in either the Recipient or, subject to the Recipient's ability to grant the license set out in this Article 7.2, a person or entity engaged to develop the Recipient Documentation on behalf of the Recipient. In the event that the Recipient receives a copyright license to the Recipient Documentation, such license shall include a complete waiver in favour of the Recipient of all non-assignable rights (including moral rights) that may exist in the Recipient Documentation.

7.2 License - The Recipient hereby grants to FCM an irrevocable, perpetual, non-exclusive, worldwide, royalty-free, license, to use, reproduce, distribute, adapt, change formats, display, publish, make improvements to, sub-license, translate and copy in any manner the Recipient Documentation. This license shall survive the expiration or termination of the Agreement.

7.3 Interview – FCM shall hold all right, title and interest, including all intellectual property rights, in and to all formats of the Interview, including but not limited to written, audio recorded or video recorded formats, and to have sole and exclusive rights to the use thereof. Prior to the Interview, the Recipient shall ensure that any person designated by the Recipient to participate in the Interview will execute and deliver to FCM a written agreement which effects the assignment to FCM of all right, title and interest therein, including all intellectual property rights, and provides that such person has waived all its non-assignable rights (including moral rights) therein and grants to FCM the right to use the individual's image, including but not limited to posting the Interview on a public website.

8. PUBLIC RECOGNITION, COMMUNICATION, CONFIDENTIALITY

8.1 Public Recognition – The Recipient shall incorporate the following language into the Project Completion Report and the Final Deliverable:

"© 20XX, Town of Ladysmith. All Rights Reserved.
This project was carried out with assistance from the Green Municipal Fund, a Fund financed by the Government of Canada and administered by the Federation of Canadian Municipalities. Notwithstanding

Appendix A

this support, the views expressed are the personal views of the authors, and the Federation of Canadian Municipalities and the Government of Canada accept no responsibility for them."

8.2 Communication – The Recipient shall comply with FCM's bilingual communication requirements until the date that is five (5) years following the Final Contribution and shall: (i) cooperate with FCM, who will lead the preparation and issuance of a news release announcing GMF funding for the Project and/or the coordination of a public announcement attended by FCM and the Government of Canada; (ii) promptly inform FCM of upcoming promotional events related to the Project and allow FCM and the Government of Canada to participate in such promotional events; (iii) cooperate with FCM in providing information on the Project to other interested persons to permit the sharing of knowledge and lessons learned about the Project; and (iv) cooperate with FCM in preparing one or more educational interviews, if required by FCM, showcasing the Project, that may be posted on FCM's public website or through other social media tools and made available through other mediums and in various formats (the "**Interview**").

8.3 Confidentiality – All processes, documents, data, plans, material, policies or information pertaining to either Party's operations which is obtained by the other Party ("**Receiving Party**") or furnished to the Receiving Party in connection with the Agreement and expressly identified as confidential thereby, including, without limitation, the terms of the Agreement, ("**Confidential Information**") shall be maintained by the Receiving Party in strict confidence and shall not be disclosed to any person or entity for any reason or used by the Receiving Party except as necessary for it to perform its obligations hereunder. The limitations contained in this section shall not apply to (a) Confidential Information which is in the public domain at the time of disclosure; (b) Confidential Information that becomes part of the public domain after disclosure through no fault of the Receiving Party; (c) Confidential Information that the Receiving Party can prove was known by the Receiving Party at the time of disclosure; (d) Confidential Information that the Receiving Party can prove was supplied to the Receiving Party by a third party or was independently developed by the Receiving Party; or (e) Confidential Information required to be disclosed pursuant to judicial process.

8.4 Two versions of confidential reports - The Recipient shall provide two versions of any Project Progress Report, Project Completion Report or Final Deliverable that might contain Confidential Information. The version containing Confidential Information shall be clearly labeled as confidential and will be treated as confidential by FCM. The version that does not contain Confidential Information may be posted on FCM's public website and/or made available through other social media websites or tools and otherwise made available to interested third parties.

9. REPRESENTATIONS AND WARRANTIES

The Recipient represents and warrants that: (i) it is duly established under the laws of the Province or Territory set forth in Schedule C of the Agreement and has the legal power and authority to enter into, and perform its obligations under, the Agreement and the Project; (ii) the Agreement has been duly authorized and executed by it and constitutes a valid and binding obligation of it, enforceable against it in accordance with its terms; (iii) neither the making of the Agreement nor the compliance with its terms and the terms of the Project will conflict with or result in the breach of any of the terms, conditions or provisions of, or constitute a default under any indenture, debenture, agreement or other instrument or arrangement to which the Recipient is a party or by which it is bound, or violate any of the terms or provisions of the Recipient's constating documents or any license, approval, consent, judgment, decree or order or any statute, rule or regulation applicable to the Recipient; (iv) it is not subject to any restructuring order under any applicable statutory authority; (v) no litigation, arbitration or administrative proceedings are current or pending or have been threatened, and so far as the Recipient is aware no claim has been made, which is likely to have an adverse effect on its preparation of the Project or its compliance with its obligations under the Agreement; and (vi) the Recipient has the right to grant the copyright license set out in Article 7 of this Schedule A.

Appendix A

10. TERMINATION OF THE AGREEMENT

(a) FCM may terminate this Agreement: (i) if the Recipient breaches any term or condition of this Agreement, and fails to remedy such breach upon the expiry of 15 Business Days' written notice from FCM of such breach or, with respect to a breach that cannot be remedied within the 15 Business Day period, such longer period of time as FCM may reasonably provide the Recipient to remedy the breach, provided the Recipient has commenced to remedy the breach within the 15 Business Day period and is actively and diligently taking appropriate measures to remedy the breach; (ii) if, in FCM's sole discretion, the Project cannot be completed as initially presented; (iii) if the Recipient fails to meet the conditions of Contribution set forth in the Request for Contribution and fails to obtain the Final Contribution before the end of the Term; (iv) if control and charge over the administration of all the affairs of the Recipient are vested in any person other than the Recipient; (v) if the Recipient becomes insolvent and/or proceedings have been commenced under any legislation or otherwise for its dissolution, liquidation or winding-up, or bankruptcy, insolvency or creditors' arrangement proceedings have been commenced by or against the Recipient; and (vi) if the Parliament of Canada fails to pass an appropriation that is sufficient and constitutes lawful authority for the Government of Canada making the necessary payment to FCM for the project or program in relation to which the Grant is being provided.

(b) Either Party may, on not less than 30 days' prior written notice to the other Party, terminate this Agreement.

11. EFFECT OF TERMINATION

(a) If this Agreement is terminated pursuant to Article 10, the Recipient may be: (i) reimbursed for all or a portion of the Eligible Costs they have incurred in relation to the Project up to the effective date of termination; and (ii) required to pay back to FCM all or a portion of the Grant Amount that was disbursed by FCM to the Recipient prior to the effective date of termination.

(b) The rights contained in Sections 11(a) are subject to FCM's sole discretion and satisfaction, taking into consideration the Recipient's out-of-pocket Eligible Costs incurred and results reported by the Recipient in connection with the Project. In addition, FCM may take such action or proceedings in compliance with applicable laws or regulations as FCM in its sole discretion deems expedient to collect the amounts owing to FCM hereunder, all without any additional notice, presentment, demand, protest or other formality, all of which are hereby expressly waived by the Recipient.

12. SAVING OF RIGHTS

No course of dealing and no delay in exercising, or omission to exercise, any right, power or remedy accruing to FCM upon any default under the Agreement shall impair any such right, power or remedy or be construed to be a waiver thereof or any acquiescence therein; nor shall the action of FCM in respect of any such default, or any acquiescence by it therein, affect or impair any right, power or remedy of FCM in respect of any other default.

13. APPROPRIATIONS

Notwithstanding FCM's obligation to make any payment under the Agreement, this obligation does not arise if, at the time when a payment under the Agreement becomes due, the Parliament of Canada has not passed an appropriation that is sufficient and constitutes lawful authority for the Government of Canada making the necessary payment to FCM for the project or program in relation to which the Grant is being provided. FCM may reduce, delay or terminate any payment under the Agreement in response to the reduction or delay of appropriations or departmental funding levels in respect of transfer payments, the project or program in relation to which the Grant is being provided, or otherwise, as evidenced by any appropriation act or the federal Crown's main or supplementary estimates expenditures. FCM will not be liable for any direct, indirect, consequential, exemplary or punitive damages, regardless of the form of action, whether in contract, tort or otherwise, arising from any such reduction, delay or termination of funding.

Appendix A

14. NO BRIBES

The Recipient guarantees that no bribe, gift or other inducement has been paid, given, promised or offered to any person in order to obtain the Agreement. Similarly, no person has been employed to solicit or secure the Agreement upon any agreement for a commission, percentage, brokerage or contingent fee. The Recipient also guarantees that it has no financial interest in the business of any third party that would affect its objectivity in carrying out the Project.

15. RELEASE AND INDEMNIFICATION

15.01 Acknowledgment - The Recipient acknowledges and agrees that (i) the Recipient shall be solely and fully responsible for the Project or any element thereof; (ii) by accepting or approving anything required to be accepted or approved pursuant to this Agreement or the Project, FCM shall not be deemed to have warranted or represented the accuracy, sufficiency, legality, effectiveness or legal effect of the same, or of any term, provision or condition thereof, and such acceptance or approval thereof shall not constitute a warranty or representation to anyone with respect thereto by FCM; and (ii) FCM shall not be responsible in any way whatsoever for the Project or any element thereof.

15.02 Release - the Recipient releases and forever discharges FCM and its directors, officers, agents, servants and employees from any claims, demands, proceedings, losses, damages, liabilities, deficiencies, costs and expenses arising out of or in consequence of any loss, injury or damage to the Recipient or its property in any way relating to this Agreement and/or the Project.

15.03 Indemnification - The Recipient hereby agrees to indemnify and hold harmless FCM and its officers, directors, employees and agents from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings (collectively, a "Claim"), by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement, but only to the extent that such Claim arises out of or is in connection with the Recipient's breach of this Agreement or is caused by the negligence or wilful misconduct of the Recipient in the performance of its obligations hereunder or otherwise in connection with the Project.

15.04 Intellectual Property Indemnity. Recipient shall defend or settle at its expense any claim or suit against FCM arising out of or in connection with an assertion that the Recipient Documentation infringes any intellectual property right and the Recipient shall indemnify and hold harmless FCM from damages, costs, and attorneys' fees, if any, finally awarded in such suit or the amount of the settlement thereof; provided that (i) Recipient is promptly notified in writing of such claim or suit, and (ii) Recipient shall have the sole control of the defense and/or settlement thereof.

15.05 FCM's Limited Liability – In no event shall FCM, including its directors, officers, employees and agents, be liable under the Agreement for any indirect, special, incidental, consequential or punitive damages of any kind, however caused, including, but not limited to, loss of profits or revenue, loss of data, work interruption, increased cost of work, or any claims or demands against the Recipient by any other entity, whether such remedy is sought in contract, tort (including negligence), strict liability or otherwise and whether or not FCM, including its directors', officers', employees' and agents' liabilty for direct damages for any reason and upon any cause of action, whether in tort (including negligence), contract, or any other legal theory, exceed the Grant Amount that was disbursed under the Agreement. The Agreement shall not create for nor give to any third party any claim or right of action against FCM.

15.06 Further Assurances - The Recipient shall promptly execute and deliver, upon request by FCM, all such other and further documents, agreements, opinions, certificates and instruments as may be reasonably required by FCM to more fully state the obligations of either party to the Agreement or to make any recording, file any notice or obtain any consent.

16. GENERAL

16.01 Notices and Requests – Any notice, document or other communication required to be given under the Agreement shall be in writing and shall be sufficiently given if sent by personal delivery/courier, registered mail or email to the other Party at its address indicated in Schedule C. The notice shall be deemed to have

Appendix A

been delivered on the day of personal delivery, on the day received by email (as evidenced by a transmission confirmation), or on the fifth day following mailing.

16.02 Relationship of the Parties - The relationship between the Recipient and FCM is, and shall at all times be and remain, essentially that of a recipient and a grantor, and the Agreement does not and shall not be deemed to create a joint venture, partnership, and fiduciary or agency relationship between the Parties for any purpose. Neither the Recipient, nor any of its personnel are engaged as an employee, servant or agent of FCM.

16.03 Amendment - Any amendment of any provision of the Agreement, including the Schedules, must be in writing and signed by both Parties.

16.04 Choice of Language - It is the express wish of the Parties that the Agreement and any related documents be drawn up and executed in English. Les Parties reconnaissent avoir exigé que la présente convention et tous les documents connexes soient rédigés en anglais.

16.05 Governing Law -The Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

16.06 Choice of Forum - The Parties hereto agree and intend that the proper and exclusive forum for any litigation of any disputes or controversies arising out of or related to the Agreement shall be a court of competent jurisdiction located in the Province of Ontario, City of Ottawa.

16.07 Effectiveness - The Agreement shall be in force until such time as FCM has disbursed the Final Contribution or until the Agreement has been terminated in accordance with Article 10, whichever shall first occur.

16.08 Successors and Assigns - The Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, except that the Recipient may not assign or otherwise transfer all or any part of its rights or obligations under the Agreement without the prior written consent of FCM.

16.09 Severability - If any provision or clause of the Agreement is found by a court of competent jurisdiction to be invalid, void, null, illegal or unenforceable, that determination shall not affect the enforceability of the remaining provisions to the extent they can be given effect without the illegal or invalid provision. The Parties further agree to negotiate the severed provision to bring the same within the applicable legal requirements to the extent possible.

16.10 Waiver of Rights - Except as expressly provided in the Agreement, any waiver of, or consent to depart from, the requirements of any provision of the Agreement shall be effective only if it is in writing and signed by the Party giving it, and only in the specific instance and for the specific purpose for which it has been given. No failure on the part of a Party to exercise, and no delay in exercising, any right under the Agreement shall operate as a waiver of such right. No single or partial exercise of any such right shall preclude any other or further exercise of such right or the exercise of any other right.

16.11 Entire Agreement - The Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior correspondence, agreements, negotiations, discussions and understandings, if any, written or oral.

16.12 Headings - Headings are included in the Agreement for convenience of reference only and are not intended to be full or accurate descriptions of the contents thereof.

16.13 Gender and Number - All references in the Agreement to the masculine gender include the feminine gender; and all references to the singular include the plural and vice versa.

16.14 Counterparts - The Agreement may be executed and delivered (including by email transmission or by protocol document format ("PDF")) in one or more counterparts and, each of which when executed shall be deemed an original, but both of which together shall constitute one and the same agreement.

Appendix A

16.15 Survival - The provisions pertaining to Article 5, Article 7, Article 8, Article 15 and this Article 16, and any other provisions hereof expressly or impliedly intended to survive termination or expiry, will survive the termination of the Agreement.

SCHEDULE B – ELIGIBLE AND INELIGIBLE COSTS TABLE

Expenses that are eligible for partial reimbursement or for an Advanced Contribution must be:

- incurred after the date the application is received by FCM (costs to write the application incurred up to 90 days prior to receipt of the application by FCM).
- invoiced directly to your organization.
- an integral and an essential component of the initiative required to achieve the environmental objective.
- actually and reasonably incurred in accordance with applicable industry standards.
- Labour costs must be documented in a manner that meets audit standards for verification of eligibility of cost and level of effort.

FCM reserves the right to audit financial statements or expenses incurred at a future date. **Please keep financial accounts and records, including but not limited to contracts, invoices, statements, receipts, timesheets, and vouchers, for at least seven years.** Financial records must be sufficiently detailed to enable verification of expenditure eligibility and level of effort.

Cost Category	Eligible Costs	Ineligible Costs
Section A: Costs incurred prior to date application received by FCM		
(1) Pre-application	Costs to write the GMF application incurred up to 90 days prior to application receipt date	All other costs incurred prior to application receipt date
Section B: Costs incurred after date application received by FCM		
(2) Administrative	Administrative costs that are directly linked to and have been incurred for the Project, such as: • communication costs (e.g. long-distance calls) • permits or certifications required for the Project • printing or photocopying by outside suppliers • acquisition of documents used exclusively for the project • document translation	Office space, supplies and general overhead costs incurred in the ordinary course of business.
(3) Advertising	Advertising costs essential to communicating the project to the public, as well as Project evaluation such as: • fees for advertising development • fees for media distribution • website development • public surveys	• Advertising costs for general education or publicity that is a result of ongoing or other business activity and not a specific requirement of the Project • Promotional items
(4) Capital (Pilot Projects Only)	Rental or purchase of equipment or assets which are essential for conducting the small-scale activity. This would include specialized system hardware and software, construction costs, materials, renovation and modernization costs, and installations costs	• Any major capital costs • Purchase or lease of real property
(5) Equipment rental	Rental of tools and equipment.	Rental of tools or equipment related to ongoing or other business activities.
(6) In-kind	N/A	Any goods and services that are received through donation or in-kind.

Appendix A

(7) Meetings and public gatherings	Costs related to meetings and public gatherings that communicate the project to the public and that collect feedback, such as: • facility rental • audiovisual equipment rental	Any hospitality expenses such as: • food, drink an alcohol • door prizes • entertainment • decorations, flowers, centrepieces
(8) Services	Fees for professional or technical consultants and contractors.	Costs for engineering studies, audit studies or feasibility studies for which grants or contributions are provided by or committed to be provided by the Government of Canada.
(9) Staff remuneration	Daily rates actually paid by the Eligible Recipient to its employees (including permanent and contract employees) in Canada for time actually worked on the implementation of the Project. The daily rate per employee shall include the following costs: • direct salaries: actual and justifiable sums paid by the Eligible Recipient to employees in accordance with the Eligible Recipient's pay scales as regular salary excluding overtime pay and bonuses. • fringe benefit: in accordance with the Eligible Recipient's policies, as follows: a) time-off benefits (prorated to the annual percentage (%) of time actually worked on the implementation of the Project): allowable number of days to be paid by the Eligible Recipient for the following payable absences: statutory holidays, annual vacation, and b) paid benefits: actual sums paid by the Eligible Recipient for paid benefits (prorated to the annual percentage (%) of time actually worked on the implementation of the Project): the Eligible Recipient's contribution to employment insurance and workers' compensation plans (where applicable), health and medical insurance, group life insurance, or other mandatory government benefits **N.B. For private sector entities only, as determined by FCM, the value of the total staff remuneration cannot exceed 10% of the Project's Eligible Costs.**	• In-kind contribution of services • Overtime pay • Bonuses/performance pay • Fringe benefits such as: sick days, pension plan, maternity leave, parental leave, any other fringe benefits not listed as eligible • Costs related to ongoing or other regular business activities and not specifically required for the Project. • Staff wages while receiving training or attending learning events. • Professional membership fees or dues. • Staff remuneration for which a grant or contribution are provided by or committed to be provided by the FCM. This includes funding provided or committed through Climate Change Staff Grants from FCM's Municipalities for Climate Innovation Program.
(10) Supplies and materials	Supplies and materials that are specifically needed to undertake the project.	Costs related to ongoing or other business activities, and not a specific requirement of the Project.
(11) Transportation, shipping and courier charges	Transportation costs for delivery of materials and services essential for the Project.	Any transportation expense related to ongoing or other business activities.
(12) Travel and accommodation	Travel and project associated expenses for you and consultants to the extent that the	• Travel and associated expenses of a partner in the Project.

Appendix A

	travel and accommodation rates comply with Treasury Board of Canada guidelines.	• Travel, accommodation and fees to attend conferences, missions, trade shows, etc.
(13) Taxes	The portion of taxes for which your organization is not otherwise eligible for rebate.	The portion of taxes for which your organization is eligible for rebate (provincial, territorial or federal).

SCHEDULE C – RECIPIENT'S SPECIFIC TERMS AND CONDITIONS

1. PROJECT

The Recipient is receiving the Grant Amount to perform the following project:

The Town of Ladysmith intends to undertake remediation of a waterfront "uplands area" that has been contaminated due to historic industrial uses on the site that include former fuel-pump islands, boat-maintenance areas and waste-oil storage.

For more than a decade a number of studies have been conducted related to this site involving environmental assessments and redevelopment planning. The assessment work to be performed as part of this project includes a detailed site investigation to properly delineate the contamination at the site and, based on these details, the development of a plan to remediate and/or manage the risks around contamination. This work is a step toward redeveloping the uplands area and reaching the goals identified in the town's Waterfront Area Plan, which includes supporting implementation with development approaches that leverage land value and optimize mutual benefits for the Ladysmith and Stz'uminus First Nation communities. The Ladysmith Waterfront Area plan was developed during a 15-month extensive community consultation process that included the residents of Ladysmith and the Stz'uminus First Nation working in partnership.

The immediate environmental benefits associated with this project are the minimization of the risks associated with land contamination. However, there will also be downstream environmental benefits related to cleaning up the harbour and upland areas so they can be used by locals and attract tourism. The project also has the potential to restore Stz'uminus First Nation shellfish harvesting. Further environmental benefits will be gained through developing additional green space and protecting and improving the habitats and ecology of shoreline areas.

Innovative aspect(s):

The prescribed nature of the provincial requirements for environmental site assessments does not allow for much innovation for that portion of this project. However, there are options for innovation in how contamination is managed and the site redeveloped. The town has committed to using innovative approaches in the redevelopment of the land, including: leadership in establishing strong connections and community engagement; making the Stz'uminus First Nation an equal partner in the redevelopment process; ensuring Indigenous culture is represented in the resulting design; and incorporating a range of uses for the area that will have environmental, social and economic benefits for both communities.

Replicability:

Other municipalities in Canada with underused waterfront areas could benefit from the best practices and lessons learned resulting from Ladysmith's waterfront redevelopment and the extensive consultation, engagement and partnership processes used in planning this project.

2. PROJECT COSTS

The forecasted Eligible Costs that the Recipient included in its GMF funding application:

Appendix A

FCM FEDERATION OF CANADIAN MUNICIPALITIES FÉDÉRATION CANADIENNE DES MUNICIPALITÉS

WORK PLAN AND BUDGET				
Milestones	**Cost Category**	**Eligible Cost ($)**	**Ineligible Cost ($)**	**Total Cost ($)**
Milestone 1: RFP Issued and decision on consultants made (mid-August)	**Start date:**	08/2020	**End date:**	08/2020
RFP Issued and decision on consultants made (mid-August)	(2) Administrative	$0	$0	**$0**
			Milestone 1 Subtotal	**$0**
Milestone 2: Detailed Site Investigation	**Start date:**	09/2020	**End date:**	03/2022
Field Coordination of Planning including Health and Safety and Archeological Assessments	(8) Services	$17,900	$0	**$17,900**
Utility Locates for 36 Boreholes	(8) Services	11,700	$0	**11,700**
Hydrovacuum excavation/sampling	(8) Services	$23,000	$0	**$23,000**
Drilling, soil sampling/analysis, groundwater monitoring well/vapour probe installations	(8) Services	$42,300	$0	**$42,300**
Monitoring well development of existing and viable groundwater wells	(8) Services	$4,100	$0	**$4,100**
Sampling/analysis of existing and viable groundwater wells	(8) Services	$9,000	$0	**$9,000**
Monitoring well development of new groundwater wells	(8) Services	$2,600	$0	**$2,600**
Sampling/analysis of new groundwater wells	(8) Services	$3,500	$0	**$3,500**
Vapour sampling/analysis	(8) Services	$5,700	$0	**$5,700**
Subsequent Steps of DSI based on interpretation of results of the preceding steps of the DSI	(8) Services	$0	$0	**$0**
Quarterly Sampling/Analysis	(8) Services	$38,300	$0	**$38,300**
Draft Reporting based on interpretation of data	(8) Services	$13,000	$0	**$13,000**
Final Reporting to satisfy BC Ministry of Environment & Climate Change Strategy's (ENV) Technical Guidance 11	(8) Services	$6,200	$0	**$6,200**
Project Management	(8) Services	$13,400	$0	**$13,400**
Business Partnering	(8) Services	$6,600	$0	**$6,600**
Contingency (15%)	(8) Services	$27,300	$0	**$27,300**
			Milestone 2 Subtotal	**$224,600**
Milestone 3: Remediation Planning to apply for Approval in Principle from ENV	**Start date:**	12/2021	**End date:**	03/2022
Remediation Action Plan	(8) Services	$21,300	$0	**$21,300**
Risk Assessment work to sufficiently support Approval in Principle application	(8) Services	$29,300	$0	**$29,300**
Preparation and Recommendation of Approval in Principle Application to CSAP for remediation approach	(8) Services	$27,000	$0	**$27,000**
CSAP Society Submission Fees	(8) Services	$15,000	$0	**$15,000**
ENV Submission Fees	(8) Services	$5,000	$0	**$5,000**
Contingency (15%)	(8) Services	$14,600	$0	**$14,600**
			Milestone 3 Subtotal	**$112,200**
	Subtotal – All Phases	**$336,800**	**$0**	**$336,800**

Total Eligible Costs	**$336,800**

Other notes:
No advance contribution required.

Appendix A

FCM will only reimburse costs incurred after July 2, 2020, except for costs incurred to write the application, which are eligible for reimbursement if incurred after April 3, 2020.

3. PROJECT SOURCES OF FUNDING

The funding for the Project is planned as:

Funding Source	Description	Date Confirmed	Amount	Percentage of Total Budget
Green Municipal Fund	Grant	January 4, 2021	$168,400	50%
Town of Ladysmith	Cash	June 4, 2020	$168,400	50%
		TOTAL	**$336,800**	**100%**

4. GRANT AMOUNT

The Grant Amount, described in Article 2 of Schedule A, shall be equal to the lower of:

(i) the sum of one hundred sixty eight thousand four hundred dollars ($168,400); or
(ii) fifty percent (50%) of Eligible Costs.

5. GRANT DISBURSEMENTS

The obligation of FCM to disburse the Grant to the Recipient, is subject to the Recipient fulfilling the applicable conditions of Contribution set forth below, to the satisfaction of FCM, in its sole and absolute discretion.

Payment and reporting table: The forecasted Contribution(s) amounts ($), reporting requirements and reporting dates as agreed upon by the Parties prior to Agreement signature.

Contribution(s) and Deliverable(s)	Approximate Date of Submission	Approximate Date of Contribution	The Contribution shall be equal to the lesser of:
Contribution #1 • Schedule D – Request for Contribution • Schedule E – Project Progress Report • Evidence that Milestones 1 and 2 were completed: Detailed site investigation • Updated Project Workbook o Sources of Funding o Payment and reporting table o Expense Claim • Additional conditions: None	November 30, 2021	December 30, 2021	• $109,460 or • 50% of Eligible Costs then incurred by the Recipient
Final Contribution • Schedule D – Request for Contribution • Schedule F – Project Completion Report • Evidence that Milestones 1, 2, & 3 were completed: Detailed site investigation and remedial action plan • Updated Project Workbook o Sources of Funding o Payment and reporting table	March 30, 2022	April 30, 2022	• $168,400 less the amount of previous Contribution or • 50% of Eligible Costs then incurred by the Recipient less the amount of previous Contribution

Appendix A

o Expense Claim • Final study report and remedial action plan • Additional conditions: None			

6. JURISDICTION

The jurisdiction applicable to Section 9 of Schedule A of the Agreement is the Province of British Columbia.

7. CRA BUSINESS NUMBER

The Recipient's CRA Business number is 108127622.

8. NOTICES

To the Recipient:	To FCM:
Town of Ladysmith 410 Esplanade, P.O. Box 220 Ladysmith, British Columbia V9G 1A2 Attention: Allison McCarrick Chief Administrative Officer • telephone: 250-245-6400 • by facsimile: 250-245-6411 • by electronic mail: amccarrick@ladysmith.ca Alternate Contact: Attention: Jake Belobaba Director of Development Services • telephone: 250-245-6400 • by facsimile: 250-245-6411 • by electronic mail: jbelobaba@ladysmith.ca	Federation of Canadian Municipalities 24 Clarence Street Ottawa, Ontario K1N 5P3 Attention: Athia Kabanguka Project Officer for GMF • telephone: 613-907-6311 • by facsimile: 613-244-1515 • by electronic mail: akabanguka@fcm.ca

Appendix A

FEDERATION OF CANADIAN MUNICIPALITIES FÉDÉRATION CANADIENNE DES MUNICIPALITÉS

SCHEDULE D – REQUEST FOR CONTRIBUTION TEMPLATE

[LETTERHEAD OF THE RECIPIENT]

[Address]
[Date]

Federation of Canadian Municipalities
24 Clarence Street
Ottawa, Ontario
K1N 5P3

Attention: Athia Kabanguka
Project Officer for GMF

The Recipient is requesting the following Contribution:

- ❒ First
- ❒ Final

I am an authorized official of the Recipient and understand that all the information below must be submitted and accepted by FCM, in order to receive the Contribution. I hereby certify, in satisfaction of the terms and conditions of the Agreement, that:

- The Conditions of Contribution set forth in Schedule C have been met by the Recipient.
- The Project conforms to the description set forth in Schedule C of the Agreement.
- The Recipient has obtained, or has made other arrangements satisfactory to FCM for obtaining, all approvals, consents, authorizations and licences that are required under the laws of Canada and of the relevant Province or Territory, in order for the Recipient to enter into and comply with the Agreement and to undertake and complete the Project.
- No act or event does or may materially and adversely affect the Project or the ability of the Recipient to perform its obligations under the Agreement and the Project or any of its other obligations that are material to the Recipient has occurred.
- The representations and warranties confirmed or made in the Agreement with respect to the Recipient will be true on and as of the date that FCM makes the Contribution, with the same effect as though such representations and warranties have been made on and as of the date that FCM makes the Contribution.
- All the covenants, conditions and other obligations set forth in the Agreement, including its schedules, and the Project Workbook, to be performed or satisfied by the Recipient before the date that FCM makes the Contribution have been performed or satisfied, to FCM's satisfaction.
- All capitalized terms have the meaning attributed to them in the Agreement.
- If any confirmation, information or documentation provided to FCM is not true and correct, the Recipient will immediately notify FCM prior to the making of the Contribution.
- All expenses claimed:
    - have been submitted through the Expense Claim template, in the Project Workbook;
    - have been incurred and paid, or are to be paid, by the Recipient;
    - were integral and essential components of the Project and required to help achieve the environmental objectives of the Project;

Appendix A

  - were reasonably incurred in accordance with applicable industry standards; and
  - are Eligible Costs as per Schedule B, that were incurred after the date set forth in Schedule C.

- I acknowledge and agree that the Recipient's records and accounts in relation to the Project, might be audited.

- I am attaching a completed copy of FCM's Electronic Funds Transfer form to identify the bank account where FCM should deposit the Contribution.

_____

Name and title of authorized officer of Recipient

_____ _____

Signature Date

Appendix A

FEDERATION OF CANADIAN MUNICIPALITIES FÉDÉRATION CANADIENNE DES MUNICIPALITÉS

SCHEDULE E – PROJECT PROGRESS REPORT TEMPLATE

VERY IMPORTANT:

Timing: You need to email a report, to your GMF project officer (contact info is in Schedule C), on the dates indicated in Schedule C or whenever FCM asks for such a report.

Copyright: If you're hiring a consultant to prepare the report, please make sure to get the copyright (see FCM's copyright tips document), or else FCM will not be able to disburse the Grant Amount.

Accessibility for people with disabilities: Please do not change the format, font, layout, etc. of this report. This template has been specially designed, following FCM's Accessibility Guidelines, in order to be accessible to people with disabilities.

Confidentiality: If your report contains any Confidential Information that you would prefer not be made available to the public (e.g. through a case study or other materials produced by FCM that relate to your Project), please submit two versions of the report:

1. **Complete report including Confidential Information:** Please clearly label this report with the word "**Confidential**" or similar wording and FCM will treat it as confidential.

2. **Abridged report excluding Confidential Information:** This report may be posted on the FCM website and otherwise made available to interested third parties, to help FCM meet its knowledge sharing objectives.

Purpose: Your Project Progress Report has two main purposes:

1. **Project tracking:** This report enables FCM to confirm that your Project is proceeding as planned, or to be informed of any unforeseen delays.

2. **Knowledge sharing:** FCM shares the lessons and expertise gained through GMF-funded initiatives with other communities across Canada. The findings and lessons learned documented in your Project Progress Report could be valuable for other municipal governments that are seeking to address sustainability issues in their own communities. FCM may wish to supplement this information through an Interview with the Project lead.

Content outline: Your Project Progress Report should be approximately **one to two pages long** and include the information below. **Note: You may request a Microsoft Word version of this template from your GMF project officer.**

Appendix A

Project information

GMF number:
Name of funding recipient:
Project title:
Date of Project Progress Report:

1. Project status

a) Please summarize the activities completed so far and indicate the activities currently in progress, as per Schedule C. **Note:** If you have previously submitted a Project Progress Report (for projects with multiple contributions), your summary should build on the information you included in your previous report.

b) Have there been any significant changes, or do you anticipate any significant changes, to the scope or costs of the Project as described in the Agreement or in a previously submitted Project Progress Report (if applicable)?

c) If your initiative is a feasibility study or pilot project, please indicate how the scope will change and, in general terms, how the changes will affect the **environmental benefits** you aim to achieve and the **budget** (e.g. increase or decrease; no precise figures required).

d) When do you expect to complete the Project (month/year)?

2. Lessons learned to date

a) Have you begun to implement any new technology or new approach (e.g. full-cost accounting)? Are there any benefits or drawbacks in using this new technology or approach that you have identified to date?

b) What barriers have you encountered so far and what solutions have you implemented to address them?

c) If you were planning this type of Project again, what would you do differently, knowing what you know now?

d) Do you have a Project champion who has been instrumental to the Project to date? If so, please include his or her name, title and contact information, and describe his or her role in the Project.

e) What advice would you give to someone in another community undertaking a similar project?

3. Photos and materials

FCM includes project photos and links to project materials in GMF case studies, website content, and other vehicles.

a) Identify and attach any materials resulting from the Project to date that would be useful to share with other communities, such as checklists, toolkits, guidelines, bylaws, videos or information brochures. If the material is available on your website, simply include the link to it.

For example, a water metering project might result in a new municipal water use bylaw, or a series of householder information brochures or online video clips on ways to reduce water use.

b) Attach any high-quality photographs of the Project if you have taken any to date. Where possible, include photos that feature people in action. The photos must be in jpeg or tiff format and at least 300 dpi (up to 10 MB/10,000 KB but no smaller than 1 MB/1,000 KB in file size). For each photo, please include:

i) A caption describing what is featured in the photo.
ii) A photo credit that indicates who owns the copyright to the photo and the photographer (e.g. © 2020, City of Ottawa/Madison Brown).
iii) A written release signed by the individuals depicted in the photo granting FCM permission to use the images. **Please request an FCM photo consent form from your GMF project officer.**

Appendix A

FEDERATION OF CANADIAN MUNICIPALITIES FÉDÉRATION CANADIENNE DES MUNICIPALITÉS

SCHEDULE F – PROJECT COMPLETION REPORT TEMPLATE

VERY IMPORTANT:

Timing: You need to email a report, to your GMF project officer (contact info is in Schedule C), on the dates indicated in Schedule C or whenever FCM asks for such a report.

Copyright: Before you submit a report to FCM, make sure you hold the copyright for the report. If you're hiring a consultant to prepare the report, please make sure to get the copyright (see FCM's copyright tips document), or else FCM will not be able to disburse the Grant Amount.

Accessibility for people with disabilities: Please do not change the format, font, layout, etc. of this report. This template has been specially designed, following FCM's Accessibility Guidelines, in order to be accessible to people with disabilities.

Confidentiality: If your report contains any Confidential Information that you would prefer not be made available to the public (e.g. through a case study or other materials produced by FCM that relate to your Project), please submit two versions of the report:

1. **Complete report including Confidential Information:** Please clearly label this report with the word "**Confidential**" or similar wording and FCM will treat it as confidential.

2. **Abridged report excluding Confidential Information:** This report may be posted on the FCM website and otherwise made available to interested third parties, to help FCM meet its knowledge sharing objectives.

Please contact your project officer to receive an electronic copy of the Completion Report Template.

Upon completion of the project, a copy of the Final Deliverable must be submitted along with this Completion Report.

FCM will post your report on the Green Municipal Fund™ (GMF) website. This is because one of FCM's mandates is to help municipal governments share their knowledge and expertise regarding municipal environmental projects, plans and studies.

How to complete the Completion Report

The purpose of the Completion Report is to share the story of your community's experience in undertaking your project with others seeking to address similar issues in their own communities.

Please write the report in plain language that can be understood by people who are not specialists on the subject. A Completion Report is typically in the range of 5–10 pages, but may be longer or shorter, depending on the complexity of the project.

GMF grant recipients must enclose **final** copies of the Completion Report and the Final Deliverable with their final Request for Contribution. The reports, including all attachments and appendices, must be submitted in PDF format with searchable text functionality. Reports that are not clearly identifiable as final reports, such as those displaying headers, footers, titles or watermarks containing terms like "draft" or "for internal use only," will not be accepted by GMF. Additionally, reports must be dated. If you have questions about completing this report, please consult GMF staff.

Appendix A

GMF number	
Name of lead applicant (municipality or other partner)	
Name, title, full address, phone, fax and e-mail address of lead technical contact for this study	
Date of the report	

1. Introduction

a) Who was involved in doing the Feasibility Study, and what are their affiliations? Please include name, title and contact information. Those involved could include municipal staff, engineers and other consultants, a representative from a non-governmental organization, and others.

2. The Feasibility Study

a) Describe the process that you undertook to make this feasibility study a reality, from concept, to council approval, to RFP, to final deliverable.

b) What were the objectives of the Feasibility Study (what was it seeking to determine)?

c) What approach (or methodology) was used in the Feasibility Study to meet these objectives?

d) Please describe any public consultations conducted as part of the Feasibility Study and their impact on the Study.

3. Feasibility Study Findings and Recommendations

a) What were the environmental findings related to the options explored in the Feasibility Study? Please provide quantitative results and summary tables of these results (or the page numbers from the Feasibility Study report).

b) What were the financial findings related to the options explored in the Feasibility Study (for example, results of a cost-benefit analysis, financial savings identified, and so on)? Please provide quantitative results and summary tables of these results (or the page numbers from the Feasibility Study report).

c) Based on the environmental and financial findings above, what does the Feasibility Study recommend?

4. Lead Applicant's Next Steps

a) Taking the Feasibility Study's recommendations into account, what next steps do you as the municipality plan to take? What potential benefits or internal municipal improvements would result from these next steps?

5. Lessons Learned

In answering the questions in this section, please consider all aspects of undertaking the Study — from the initial planning through each essential task until the Final Study was prepared.

a) What would you recommend to other municipalities interested in doing a similar Feasibility Study? What would you do differently if you were to do this again?

Appendix A

b) What barriers or challenges (if any) did you encounter in doing this Feasibility Study? How did you overcome them?

6. Knowledge Sharing

a) Is there a website where more information about the Feasibility Study can be found? If so, please provide the relevant URL.

b) In addition to the Feasibility Study results, has your Feasibility Study led to other activities that could be of interest to another municipality (for example, a new policy for sustainable community development, a series of model by-laws, the design of a new operating practice, a manual on public consultation or a measurement tool to assess progress in moving toward greater sustainability)? If so, please list these outcomes, and include copies of the relevant documents (or website links).

© 20XX, Town of Ladysmith. All Rights Reserved.
This project was carried out with assistance from the Green Municipal Fund, a Fund financed by the Government of Canada and administered by the Federation of Canadian Municipalities. Notwithstanding this support, the views expressed are the personal views of the authors, and the Federation of Canadian Municipalities and the Government of Canada accept no responsibility for them.

Appendix A

STAFF REPORT TO COUNCIL

Report Prepared By: Erin Anderson, Director of Financial Services
Meeting Date: February 16, 2021
File No: 1820-01
RE: **Adjustments to Water Billing Accounts**

RECOMMENDATION:

That Council:

1. Approve the adjustment to Utility Account #0260000 in the amount of $3,206.83 due to a water leak occurring during the October-December 2020 quarterly billing; and
2. Approve a second adjustment to Utility Account #1066000 in the amount of $7,218.56 due to a water leak occurring during the October-December 2020 quarterly billing.

EXECUTIVE SUMMARY:

The purpose of this staff report is to present to Council specific properties with high water consumption due to water leaks and request authorization to adjust the water billing accounts.

PREVIOUS COUNCIL DIRECTION:

"Town of Ladysmith Waterworks Regulations Bylaw 1999, No. 1298, Amendment Bylaw 2017, No. 1930": *Where any account is rendered pursuant to this section, the Director of Finance, in estimating the account, shall consider previous billing periods when such meter was registering correctly, seasonal variations, changes in occupancy, and any other factors which, in the opinion of the Director, may affect the consumption of water. The maximum adjustment amount is $3,000 per account.*

INTRODUCTION/BACKGROUND:

Adjustment to water billings due to water breaks or leaks is permitted under the Waterworks Regulation Bylaw. Request for adjustments greater than the $3,000 and/or more than one adjustment within a 10 year time period require the approval of Council.

The adjustments are calculated using the consumption during the same period in the previous year as the baseline consumption.

Property owners are to repair the leak on their property within 45 days of notification of high consumption. The notification could be in the form of a notice placed at the property during the meter reading, a letter sent from the Town or the quarterly utility bill.

Account #0260000 was notified on December 11, 2020 by Town staff as a result of a higher

than usual meter reading for the fourth quarter in 2020. The property owner hired a plumbing company to repair the water service main between the meter and the building. The repair was completed on December 14, 2020, within the required 45 day window. The adjustment amount is for the last quarter of 2020 and 3 days into the first quarter of 2021. This water leak is not covered by the homeowner's insurance policy.

Account #1066000 was notified on December 15, 2020 by Town staff of a higher water meter reading. The property owner hired a plumbing company to repair the water main, which was completed December 22, 2020. This was a substantial leak, resulting in 2,771m^3 of water passing through the meter over 85 days. This is the second request for a water billing adjustment for this property owner with the first one granted in 2018 for $545.09. The water leak is not covered by the homeowner's insurance policy. The Waterworks Bylaw limits the number of adjustments the Director of Finance may provide to a property. Council can choose to provide an adjustment.

ALTERNATIVES:

Council can choose to:

- Not provide an adjustment to the water billing accounts.

FINANCIAL IMPLICATIONS:

Adjustments to the water billing accounts affect the water revenues. In 2020, there were 47 water leak adjustment, resulting in $44,606 in adjustments. The median adjustment was for $593.72, with the largest being $6,155 (approved by Council on February 18, 2020) and the smallest at $108.

LEGAL IMPLICATIONS:

There are no legal implications to providing an adjustment to the water billing accounts.

CITIZEN/PUBLIC RELATIONS IMPLICATIONS:

Citizens are encouraged to quickly repair any water leak when it is discovered. The incentive of a potential adjustment supports repairs made in a timely manner.

INTERDEPARTMENTAL INVOLVEMENT/IMPLICATIONS:

The Utilities Department in the Infrastructure Services Department is involved from reading the meters, notifying property owners of high consumption and monitoring consumption until it returns to a normal range. Finance calculates the billing and any subsequent adjustments.

ALIGNMENT WITH SUSTAINABILITY VISIONING REPORT:

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

ALIGNMENT WITH STRATEGIC PRIORITIES:

☐Infrastructure
☐Community
☐Waterfront
☐ Economy
☒ Not Applicable

I approve the report and recommendation(s).

Allison McCarrick, Chief Administrative Officer

From: Brian Gregg <briangregg@sitepathconsulting.com>
Sent: February 8, 2021 10:20 AM
To: Allison McCarrick <AMcCarrick@ladysmith.ca>
Subject: TELUS Request for Letter of Support from the Town of Ladysmith - Universal Broadband Fund Application

Good Morning Ms. McCarrick:

I hope this email finds you well. As background, I am a land use consultant representing TELUS. I am reaching out on behalf of TELUS to share information regarding an opportunity to improve connectivity in the Town of Ladysmith through an application to the federal government's Universal Broadband Fund. Participation in this program will enable TELUS to expand and improve wireless service in the Town via infrastructure upgrades and there will be no cost to your organization if you decide to participate. In order to proceed, the next steps are as follows:

- TELUS kindly requests a letter of support from your organization by ***February 12, 2021;***
- TELUS will then apply to the federal government for funding by no later than ***February 15, 2021.***

In order to facilitate this process, I have **attached** a request letter with more information as well as a draft letter of support that we would appreciate if you could kindly consider and return by the above noted February 12, 2021 deadline if you wish to participate in this exciting service upgrade program.

Finally, I kindly note that we are only seeking support to enable TELUS to apply for funding. If funding is obtained, our intention is to upgrade existing infrastructure. Any new infrastructure would still be subject to the typical consultation and approval processes. Therefore, at this time, our only ask is to obtain your support to apply for funding prior to the deadline.

If you have any questions, please feel free to let us know.

Thank you,
Brian Gregg | SitePath Consulting Ltd.
Cell: 778-870-1388 | Email: briangregg@sitepathconsulting.com

TELUS
authorized service provider

TELUS Communications Inc.
3-4535 Canada Way
Burnaby, BC
Canada V5G1J9
telus.com
briangregg@sitepathconsulting.com

Dear Ms. McCarrick,

I hope this message finds you well. My name is Brian Gregg and I am a Land Use Consultant representing TELUS. I am reaching out today as TELUS has identified an exciting opportunity to expand wireless cellular coverage to the Town of Ladysmith and would like to make an application to the federal government's Universal Broadband Fund for funding to connect your community to the TELUS Wireless network. This would include the building, operation and long-term maintenance of the infrastructure. This investment will ensure that the network can withstand the demand of new technologies which will be realized over future generations.

Improving connectivity within communities enables residents to engage in numerous aspects of the digital economy, including those residents from underrepresented groups. Internet has become an essential service and provides access for residents to numerous benefits such as tele-health, distance learning, and telework. Today, reliable internet access has become a virtual requirement for commercial and industrial businesses, whether small or large, to operate and develop.

Access to reliable internet also supports social services within communities and enables valuable avenues to serve residents. The internet has made connecting key social service institutions with the residents who use those institutions much easier. Furthermore, this access, expedited through the Universal Broadband Fund, will contribute to a multitude of government strategies that have become easiest to access via the internet.

The opportunity for the Town of Ladysmith to participate in this project comes at **no cost to the community**. Assuming we are successful in our application, funds to build the network would be committed by TELUS and the Government of Canada.

TELUS' application is due February 15, 2021 and TELUS is seeking support from the Town of Ladysmith in the form of a letter of support (attached), by **February 12th, 2021**. We would be happy to discuss further with you over the phone at your convenience.

If you have any questions, or would like to discuss further, please don't hesitate to reach out at 778-870-1388.

Respectfully,
Brian Gregg
Brian Gregg
Agent for TELUS