

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

Tuesday, April 5, 2022  
City Hall Council Chambers  
410 Esplanade

---

**Pages**

**1. CALL TO ORDER AND ACKNOWLEDGEMENT**

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

Members of the public may attend the meeting in person at City Hall or view the livestream on YouTube:

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

**2. AGENDA APPROVAL**

Recommendation

That Council approve the agenda for this Regular Meeting of Council for April 5, 2022.

**3. MINUTES**

**3.1. Minutes of the Regular Meeting of Council held March 15, 2022**

**6**

Recommendation

That Council approve the minutes of the Regular Meeting of Council held March 15, 2022.

**4. DELEGATIONS**

**4.1. Chamber of Commerce**

Update on the Tourism/Economic Development Program.

## **5. DEVELOPMENT APPLICATIONS**

### **5.1. Development Variance Permit Application - 432 Methuen Street**

13

#### Recommendation

That Council:

1. Issue Development Variance Permit 3090-21-13 to vary the following sections of “Town of Ladysmith Zoning Bylaw 2014, No. 1860” to allow an accessory building at 432 Methuen Street:
  - a. section 5.9(g), to allow the accessory building to have a second storey;
  - b. section 5.15, to allow the accessory building to be within a sight triangle; and
  - c. section 10.6.5(e), to decrease the exterior side and rear yard setbacks for the accessory building from 1.5 metres to 0.3 metres; and
2. Authorize the Mayor and Corporate Officer to sign Development Variance Permit 3090-21-13.

### **5.2. Development Variance Permit Application – 901 Hanington Road**

22

#### Recommendation

That Council:

1. Issue Development Variance Permit 3090-21-08 to vary the following sections of “Town of Ladysmith Zoning Bylaw 2014, No. 1860” to facilitate construction of a single unit dwelling at 901 Hanington Road:
  - a. Section 10.2.5.a), to increase the maximum height of a principal building from 9.0m to 12.2m;
  - b. Section 10.2.5.d), to increase the maximum perimeter wall height from 9.14m to 10.5m; and
  - c. Section 5.19.c), to increase the maximum retaining wall height from 3.0m to 3.5m; and
2. Authorize the Mayor and Corporate Officer to sign Development Variance Permit 3090-21-08.

## **6. COMMITTEE MINUTES**

### **6.1. Community Planning Advisory Committee - March 2, 2022**

35

#### Recommendation

That Council receive the minutes of the Community Planning Advisory Committee meeting held March 2, 2022.

## **7. REPORTS**

### **7.1. UBCM Community to Community (C2C) Forum Program Application**

38

#### Recommendation

That Council:

1. Authorize staff to apply to the Union of BC Municipalities April 2022 application intake for the Regional Community to Community Forum Program for up to \$5,000 to support a community forum between the Councils of Stz'uminus First Nation and the Town of Ladysmith, to be held prior to March 31, 2023; and
2. Approve the allocation of up to \$5,000 as the Town's contribution.

### **7.2. Request to Opt out of CVRD Fireworks Sale and Discharge Regulation Bylaw**

47

#### Recommendation

That Council:

1. Request that the Cowichan Valley Regional District Board permit the Town of Ladysmith to opt out of "Cowichan Valley Regional District Bylaw No. 39 – Fireworks Sale and Discharge Regulation Bylaw, 1970"; and
2. Direct staff to prepare a bylaw for the sale, possession and discharge of fireworks in the Town of Ladysmith.

### 7.3. Distribution of 2022 Property Taxes

54

#### Recommendation

That Council direct staff to:

1. Prepare the 2022-2026 Financial Plan and 2022 Tax Rates bylaws based on Option 2 of the staff report dated April 5, 2022, allocating a 3.8% increase after non-market change and phasing in a Class 5 rate; and
2. Prepare the 2022 Property Tax Rates bylaw based on the “Alternative Municipal Tax Collection Scheme” with a due date of July 4, 2022 and a 2% penalty on outstanding current taxes and unclaimed home owner grants as of the end of day on July 4, 2022 and a further 8% penalty on balances outstanding as of the end of day on September 15, 2022.

## 8. BYLAWS

### 8.1. Bylaw No. 2105

65

(to dedicate 1250 Churchill Place as park)\*

\* Requires 2/3 majority vote.

#### Recommendation

That Council adopt "Park Dedication Bylaw (1250 Churchill Place) 2022, No. 2105".

### 8.2. Bylaw No. 2087

66

(to change the permitted land uses at 1260 Churchill Place from single-unit residential to a mix of multi-family residential, single family residential and park)

#### Recommendation

That Council adopt “Official Community Plan Bylaw 2003, No. 1488, Amendment Bylaw (No. 68) 2021, No. 2087”.



### **8.3. Bylaw No. 2088**

68

(to change the permitted land uses at 1260 Churchill Place from single-unit residential to a mix of multi-family residential, single family residential and park)

#### Recommendation

That Council adopt "Town of Ladysmith Zoning Bylaw 2014, No. 1860, Amendment Bylaw (No. 44) 2021, No. 2088".

### **8.4. Bylaw No. 2089**

71

(to establish an agreement and covenant scheme related to the affordable housing unit identified for 1260 Churchill Place)

#### Recommendation

That Council adopt "Housing Agreement Bylaw 2021, No. 2089".

### **8.5. Bylaw Status Sheet**

89

## **9. NEW BUSINESS**

## **10. QUESTION PERIOD**

- A maximum of 15 minutes is allotted for questions.
- Persons wishing to address Council during "Question Period" must be Town of Ladysmith residents, non-resident property owners, or operators of a business.
- Individuals must state their name and address for identification purposes. Alternately, questions can be submitted via email at [info@ladysmith.ca](mailto:info@ladysmith.ca) during the meeting.
- Questions put forth must be on topics which are not normally dealt with by Town staff as a matter of routine.
- Questions must be brief and to the point.
- Questions shall be addressed through the Chair and answers given likewise. Debates with or by individual Council members or staff members are not allowed.
- No commitments shall be made by the Chair in replying to a question. Matters which may require action of the Council shall be referred to a future meeting of the Council.

## **11. ADJOURNMENT**



## MINUTES OF A REGULAR MEETING OF COUNCIL

Tuesday, March 15, 2022

6:00 P.M.

This meeting was held electronically

### Council Members Present:

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

Councillor Duck Paterson  
Councillor Marsh Stevens  
Councillor Jeff Virtanen (vacated 8:02 p.m.)

### Staff Present:

Allison McCarrick  
Erin Anderson  
Chris Barfoot  
Jake Belobaba  
Ryan Bouma

Donna Smith  
Mike Gregory  
Shannon Wilson  
Sue Bouma

---

### 1. CALL TO ORDER

Mayor Stone called this Regular Meeting of Council to order at 6:00 p.m., in order to retire immediately into Closed Session.

### 2. CLOSED SESSION

#### CS 2022-062

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:

- (g) litigation or potential litigation affecting the municipality; and
- (c) labour relations

*Motion Carried*

### 3. OPEN MEETING AND ACKNOWLEDGEMENT (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 First Nation.

#### **4. AGENDA APPROVAL**

##### **CS 2022-063**

That Council approve the agenda for this Regular Meeting of Council for March 15, 2022 as amended to include the following item received after publication of the agenda:

- Item 9.1, "Development Variance Permit and Bylaw for Park Dedication - 1260 Churchill Place" - add public submission.

*Motion Carried*

#### **5. MINUTES**

##### **5.1 Minutes of the Regular Meeting of Council held March 1, 2022**

##### **CS 2022-064**

That Council approve the minutes of the Regular Meeting of Council held March 1, 2022.

*Motion Carried*

#### **6. DELEGATIONS**

##### **6.1 Nanaimo Ladysmith Public Schools - School Site Acquisition Charge**

Mark Walsh, Secretary-Treasurer of School District 68, spoke to Council regarding enrollment projections and anticipated future school site needs and addressed how the School Site Acquisition Charge Bylaw could be implemented in the Town to meet those needs. He noted that the School Board is requesting the Town apply the charge to future developments that create at least two additional doors in the community.

Council asked Mr. Walsh questions before thanking him for his presentation.

#### **7. PROCLAMATIONS**

##### **7.1 World Down Syndrome Day**

Mayor Stone proclaimed Monday, March 21, 2022 as World Down Syndrome Day in the Town of Ladysmith.

## **8. DEVELOPMENT APPLICATIONS**

### **8.1 Development Variance Permit and Bylaw for Park Dedication - 1260 Churchill Place.**

#### **CS 2022-065**

That Council:

1. Approve Development Variance Permit 3090-22-05 to waive the requirement in section 2.04(a) of "Town of Ladysmith Subdivision and Development Servicing Bylaw 2013, No. 1834" to provide works and services for a proposed two lot subdivision of The West 1/2 of the South 1/2 of District Lot 97, Oyster District, Except Parts In Plans 24414, 26836, 27412 and VIP60630 (1260 Churchill Place); and
2. Give first, second and third readings to "Park Dedication Bylaw (1250 Churchill Place) 2022, No. 2105".

*Motion Carried*

## **9. COMMITTEE MINUTES**

### **9.1 Committee of the Whole Recommendations - March 8, 2022**

Councillor Paterson declared a conflict of interest due to his membership with the Ladysmith Show and Shine Society and vacated the meeting at 7:32 p.m.

#### **CS 2022-066**

That Council approve the 2022 Grant-in-Aid allocation for \$2,000 for the Ladysmith Show and Shine Society.

*Motion Carried*

Councillor Paterson returned to the meeting at 7:33 p.m.

#### **CS 2022-067**

That Council approve the following list of 2022 Grants-in-Aid:

- |  |        |
|--|--------|
| • Cowichan Family Caregivers Support Society   | 1,000  |
| • Ladysmith and District Historical Society    | 7,500  |
| • Ladysmith and District Marine Rescue Society | 2,500  |
| • Ladysmith Celebrations Society               | 10,000 |
| • Ladysmith Downtown Business Association      | 5,000  |
| • Ladysmith Family and Friends Society         | 2,500  |
| • Ladysmith Festival of Lights                 | 15,000 |
| • Ladysmith Little Theatre                     | 2,500  |
| • Ladysmith Maritime Society                   | 1,500  |

- Ladysmith Show and Shine Society 2,000
- Nanaimo-Ladysmith Schools Foundation 1,500  
(FJCC Bursary)
- Old English Car Club Central Island Branch 600
- Art Council of Ladysmith and District 5,000
- Ladysmith Fire Rescue – Santa Parade 1,500
- Waiving Fees 1,500
- Late Applications/Council discretion 4,070

*Motion Carried*

**CS 2022-068**

That Council:

1. Include \$50,000 in the 2022-2026 Financial Plan to contract with Social Planning Cowichan for the Poverty Reduction Task Force project subject to grant funding received; and
2. Confirm support of staff's application in the amount of \$50,000 to the UBCM Poverty Reduction Planning and Action – Stream 2 grant.

*Motion Carried*

**9.2 Parks, Recreation & Culture Advisory Committee - February 16, 2022**

**CS 2022-069**

That Council receive the minutes of the Parks, Recreation & Culture Advisory Committee meeting held February 16, 2022.

*Motion Carried*

**9.3 Parks, Recreation & Culture Advisory Committee - March 7, 2022**

**CS 2022-070**

That Council receive the minutes of the Parks, Recreation & Culture Advisory Committee meeting held March 7, 2022.

*Motion Carried*

## **10. REPORTS**

### **10.1 Spring Cleanup and Yard Waste Collection 2022**

#### **CS 2022-071**

That Council:

1. Select Option 1 for the 2022 Spring Cleanup Program as outlined in the staff report dated March 15, 2022; and
2. Direct staff to schedule two yard waste collections in 2022: one in the spring and one in the fall.

*Motion Carried*

### **10.2 Lot 108 Phase 1 Implementation**

#### **CS 2022-072**

That Council:

1. Increase the Lot 108 Park Plan Phase 1 budget by \$130,000 to include an outdoor fitness area and overall project management with \$30,000 to come from the Canada Community Building Fund (Gas Tax) and \$100,000 from COVID Safe Restart funds; and
2. Waive the Town of Ladysmith Purchasing Policy and direct award the design, tender and construction services to Cascara Engineering for a cost of \$29,650.

*Motion Carried*

### **10.3 Civic Recognition Program**

#### **CS 2022-073**

That Council refer the “Civic Recognition” program to the Parks, Recreation & Culture Advisory Committee to develop a draft policy for Council’s consideration.

*Motion Carried*

### **10.4 2022 Public Art Banners Selection**

#### **CS 2022-074**

That Council:

1. Approve the recommendations of the Parks, Recreation & Culture Advisory Committee and the Public Art Banners Selection Committee for the 2022 Community Banner Program to produce banners based on the following submissions:

- Hummingbird Season – (Artist Jason Harris); and
  - Sea Searching (Otter) – (Artist Jason Harris); and
2. Direct staff to proceed with ordering and installing the 2022 Community Public Art banners.

*Motion Carried*

## **10.5 2022 Financial Plan Update**

### **CS 2022-075**

By unanimous consent Council agreed to consider separately each item regarding the 2022-2026 Financial Plan.

### **CS 2022-076**

That Council include in the 2022-2026 Financial Plan funding to hire an Engineering Technologist starting May, 2022.

*Motion Carried*

OPPOSED: Councillor Jacobson

### **CS 2022-077**

That Council direct staff to prepare the 2022-2026 Financial Plan with revenues of \$9,450,931 to come from property taxation.

*Motion Carried*

OPPOSED: Mayor Stone and Councillors Jacobson and Johnson

## **11. BYLAWS**

### **11.1 Bylaw Status Sheet**

## **12. QUESTION PERIOD**

There were no questions submitted by the public.

## **13. RECESS**

### **CS 2022-078**

That Council recess at 7:57 p.m. for a short break before reconvening the Closed Session at 8:00 p.m.

*Motion Carried*

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

Council rose from Closed Session at 8:21 p.m. with report on the following:

- **CE 2022-019**

That Council rescind "Town of Ladysmith COVID-19 Vaccination Policy 07-2640-F" effective March 15, 2022.

- **CE 2022-020**

That Council rise and report immediately on resolution CE 2022-019.

**15. ADJOURNMENT**

**CS 2022-079**

By unanimous consent this Regular Meeting of Council was adjourned at 8:22 p.m.

CERTIFIED CORRECT:

---

Mayor (A. Stone)

---

Corporate Officer (D. Smith)



## STAFF REPORT TO COUNCIL

**Report Prepared By:** Christina Hovey, RPP, MCIP  
**Reviewed By:** Jake Belobaba, RPP, MCIP, Director, Development Services  
**Meeting Date:** April 5, 2022  
**File No:** DVP 3090-21-13  
**Re:** Development Variance Permit Application - 432 Methuen Street

**RECOMMENDATION:**

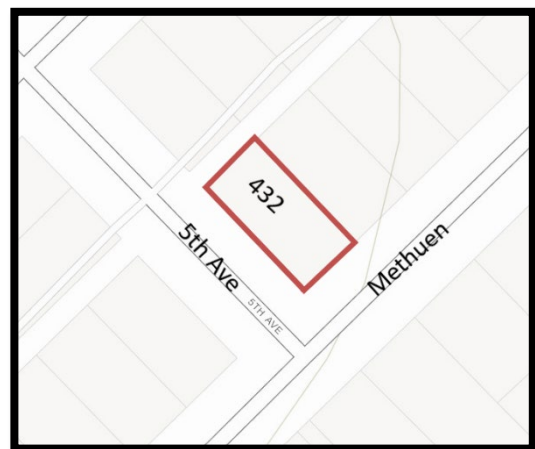
That Council:

1. Issue Development Variance Permit 3090-21-13 to vary the following sections of "Town of Ladysmith Zoning Bylaw 2014, No. 1860" to allow an accessory building at 432 Methuen Street:
  - a. section 5.9(g), to allow the accessory building to have a second storey;
  - b. section 5.15, to allow the accessory building to be within a sight triangle<sup>1</sup>; and
  - c. section 10.6.5(e), to decrease the exterior side and rear yard setbacks for the accessory building from 1.5 metres to 0.3 metres; and
2. Authorize the Mayor and Corporate Officer to sign Development Variance Permit 3090-21-13.

**EXECUTIVE SUMMARY:**

The applicant is proposing to expand an existing garage and is seeking variances to the Zoning Bylaw requirements for setbacks, sight triangle and the one storey limit for accessory buildings. Staff are recommending approval of the proposed variance for the reasons outlined in the report.

Figure 1: Subject Property, 432 Methuen Street

**PREVIOUS COUNCIL DIRECTION:**

N/A

**INTRODUCTION/BACKGROUND:**

The subject property, 432 Methuen Street, is located at the intersection of 5<sup>th</sup> Avenue and Methuen Street. The property is 667m<sup>2</sup> in size and contains a single detached dwelling and two accessory buildings (a studio and a garage). The applicant is proposing to expand the existing garage from a footprint of 27m<sup>2</sup> to 60m<sup>2</sup>, and to add a 13m<sup>2</sup> loft.

<sup>1</sup> "The sight triangle is comprised of an area bounded by the intersecting *Parcel Lines* at a street corner and a line joining points on the *Parcel*/measured 6.0 metres from the point of intersection of the *Parcel*." Town of Ladysmith Zoning Bylaw 2014, No. 1860

*Figure 2: Existing Garage, 432 Methuen Street*



*Figure 3: Proposed Garage, 432 Methuen Street*



**ANALYSIS:**

The subject property is within the Single Family Residential designation of "Official Community Plan Bylaw 2003, No. 1488" (OCP) and the Old Town Residential (R-2) zone in "Town of Ladysmith Zoning Bylaw 2014, No. 1860". The existing and proposed use of the property is consistent with the OCP and the Zoning Bylaw.

The proposed garage does not comply with all the zoning requirements including regulations related to the siting of the garage and the proposal to have a second storey (small loft). A Development Variance Permit (DVP) is required to authorize the proposal.

Table 1 describes the variances to the Zoning Bylaw in proposed DVP 3090-21-13 and staff's analysis and observations.

*Table 1: Proposed DVP 3090-21-13*

| <b>Zoning Bylaw Section</b>                          | <b>Required</b>  | <b>Proposed</b>                       | <b>Notes</b>   |
|--|--|---------------------------------------|--|
| 5.9 g)<br>Accessory Buildings, Structures and Uses   | Shall not exceed a height of 5.0m or one Storey                    | Second storey loft                    | <ul style="list-style-type: none"> <li>Form of the building is not impacted and meets the 5.0m height maximum.</li> <li>Proposed loft is not a full second storey (it is approximately 13m<sup>2</sup>).</li> </ul>  |
| 5.15<br>Visibility at Intersections                  | No obstructions over 1.0m within the "sight triangle" <sup>2</sup> | Garage is within the "sight triangle" | <ul style="list-style-type: none"> <li>The boulevard between the edge of the pavement on 5<sup>th</sup> Avenue and the property line is well over 6m wide.</li> <li>If the sight triangle was measured from the point of intersection between the lane and the edge of the pavement on 5<sup>th</sup> Avenue, the garage would not be within the sight triangle.</li> <li>The Engineering Department has confirmed that sight lines are not a concern for this proposal.</li> <li>The proposed garage is in the same location as the existing garage.</li> </ul> |
| 10.6.5 e)<br>Minimum Setback for Accessory Buildings | Rear and Exterior Side Setback: 1.5m                               | 0.3m                                  | <ul style="list-style-type: none"> <li>The proposed garage is in the same location as the existing garage.</li> <li>The applicant has stated that they intend to reuse part of the existing garage (note that the Building Inspector has stated that this might not be possible).</li> <li>The proposed location is intended to allow for retention of two existing trees.</li> <li>The proposed garage is adjacent to a lane and the road rather than directly abutting a neighbouring property.</li> </ul>   |

Staff have included two conditions in the Development Variance Permit:

1. Two trees must be retained or replaced: retention of the trees is the rationale for the proposed variance, therefore it is being made a condition of the permit.

<sup>2</sup> "The sight triangle is comprised of an area bounded by the intersecting *Parcel Lines* at a street corner and a line joining points on the *Parcel*/measured 6.0 metres from the point of intersection of the *Parcel*." Town of Ladysmith Zoning Bylaw 2014, No. 1860

2. Removal of boulevard parking and restoration: this condition was included at the request of the Engineering Department. The existing gravel parking area must be removed from the boulevard and the boulevard must be restored (with soil, grass, and a tree). The parking area does not comply with the Town's engineering standards. The applicant may apply for a permit to install a driveway in accordance with the Town's driveway regulations.

Staff recommend that the DVP be issued for the reasons noted above and because the impact on neighbouring properties is expected to be minimal.

#### **ALTERNATIVES:**

Council can choose to:

1. Deny Development Variance Permit 3090-21-13.
2. Refer the application back to staff for further review as specified by Council.

#### **FINANCIAL IMPLICATIONS:**

N/A

#### **LEGAL IMPLICATIONS:**

The *Local Government Act* allows Council to vary zoning regulations, excluding regulations of use, density and residential tenure, through issuance of a DVP.

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

Notice of the proposed variance was issued on March 25, 2022 in accordance with section 499 of the *Local Government Act* and "Town of Ladysmith Development Procedures Bylaw 2008, No. 1667". The notice was delivered and mailed to residents and property owners within 60m of the subject property. Any correspondence received will be provided to Council.

#### **INTERDEPARTMENTAL INVOLVEMENT/IMPLICATIONS:**

The application was referred to the Engineering and Building Inspection Departments. The Building Inspector noted that the condition and construction of the existing garage may require the applicant to rebuild the entire building rather than building onto the existing garage. As noted above, the Engineering Department requested that restoration of the boulevard be made a condition of the variance.

#### **ALIGNMENT WITH SUSTAINABILITY VISIONING REPORT:**

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

**ALIGNMENT WITH STRATEGIC PRIORITIES:**

☐ Infrastructure

☐ Economy

☐ Community

☒ Not Applicable

☐ Waterfront

*I approve the report and recommendations.*

Allison McCarrick, Chief Administrative Officer

**ATTACHMENT:**

A. DVP 3090-21-13



## TOWN OF LADYSMITH DEVELOPMENT VARIANCE PERMIT

(Section 498 Local Government Act)

FILE NO: 3090-21-13

DATE: April 5, 2022

---

Name of Owner(s) of Land (Permittee): Laurie Meijer Drees and Donald C Garnier

Applicant: Don Garnier

Subject Property (Civic Address): 432 Methuen Street

---

1. This Development Variance Permit is issued subject to compliance with all of the bylaws of the Town of Ladysmith applicable thereto, except as specifically varied or supplemented by this Permit.
2. This Development Variance Permit applies to and only to those lands within the Town of Ladysmith described below and any and all buildings, structures and other development thereon:  
  
**Lot 9, Block 99, District Lot 56, Oyster District, Plan 703A – PID: 008-702-918 (432 Methuen Street)**
3. “Town of Ladysmith Zoning Bylaw 2014, No. 1860”, as amended, is varied as follows for the subject property to allow for construction of a detached garage, as shown in **Schedule A – Site Plan** and **Schedule B – Renderings**:
  - a) Section 5.9 “Accessory Buildings, Structures, and Uses” g) is varied to allow a second *Storey* within an *Accessory Building*.
  - b) Section 5.15 “Visibility at Intersections” is varied to allow an *Accessory Building* to be erected within a sight triangle.
  - c) Section 10.6.5 “Old Town Residential (R-2)” zone “Siting, Sizing and Dimension of Uses, Buildings and Structures” e) is varied to reduce the minimum *Setback* from the *Exterior Side Parcel Line* and the *Rear Parcel Line* for an *Accessory Building* with a *Finished Floor Area* greater than 10.0m<sup>2</sup>, from 1.5 metres to 0.3 metres.
4. The land described herein shall be developed strictly in accordance with terms and conditions and provisions of this Permit and any plans and specifications attached to this Permit which shall form a part thereof.

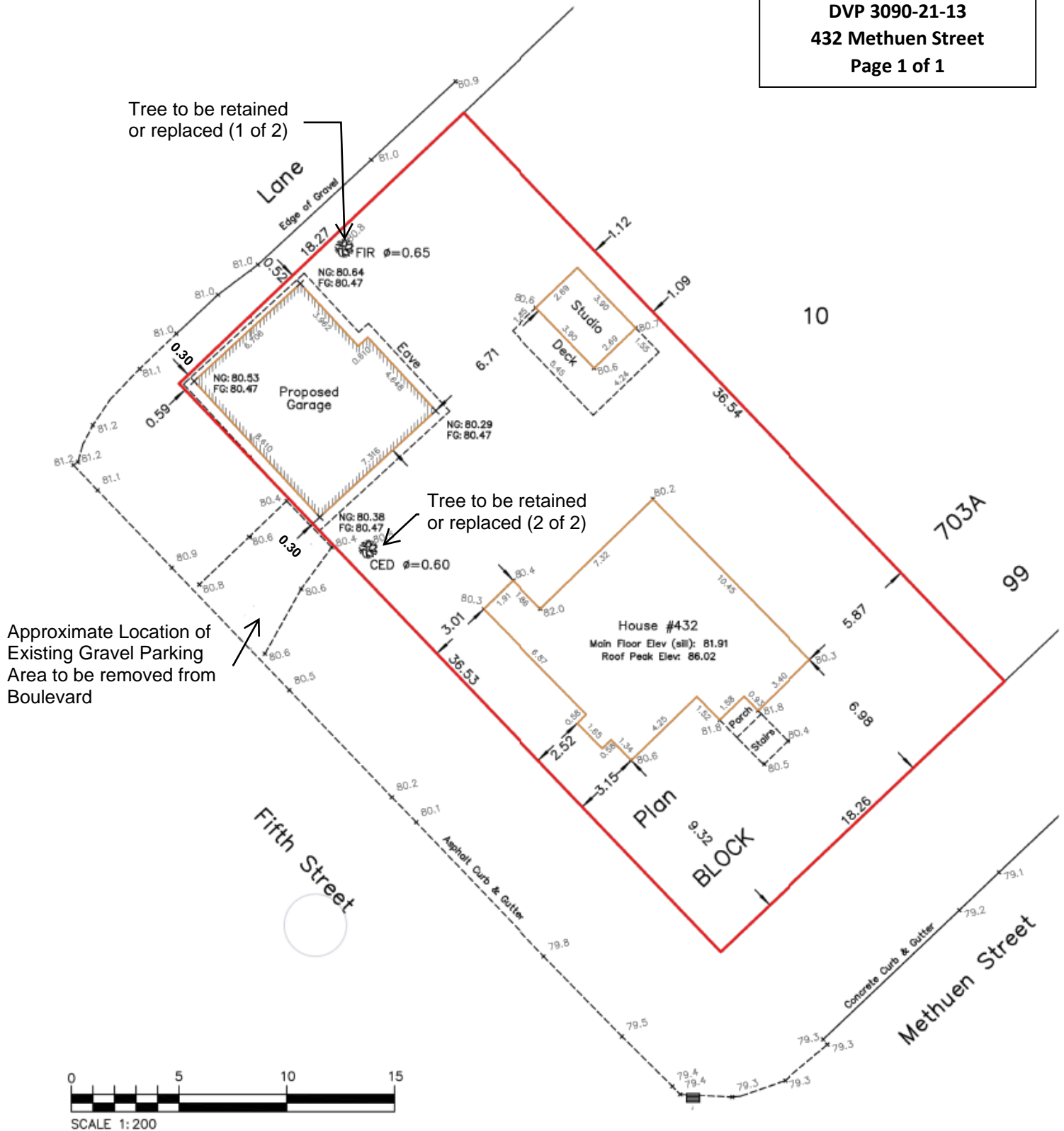
5. The Permittee, as a condition of the issuance of this Permit agrees to:
- a) Retain or replace the two trees (fir and cedar) shown on **Schedule A – Site Plan**.
  - b) Remove the existing gravel parking area within the boulevard along 5<sup>th</sup> Avenue as shown on **Schedule A – Site Plan** and reinstate the boulevard in accordance with the Town’s Engineering Specifications (soil, seeded with grass and planted with a minimum of one street tree).
6. The following plans and specifications are attached:
- a) **Schedule A – Site Plan**
  - b) **Schedule B – Building Renderings**
6. Notice of this Permit shall be filed in the Land Title Office at Victoria under s.503 of the *Local Government Act*, and upon such filing, the terms of this Permit or any amendment hereto shall be binding upon all persons who acquire an interest in the land affected by this Permit.
7. THIS PERMIT IS NOT A BUILDING PERMIT. No occupancy permit shall be issued until all items of this Development Variance Permit have been complied with to the satisfaction of the Corporate Officer.

AUTHORIZED BY RESOLUTION NO. \_\_\_\_\_ PASSED BY THE COUNCIL OF THE  
TOWN OF LADYSMITH ON THE \_\_\_\_ DAY OF \_\_\_\_\_ 2022.

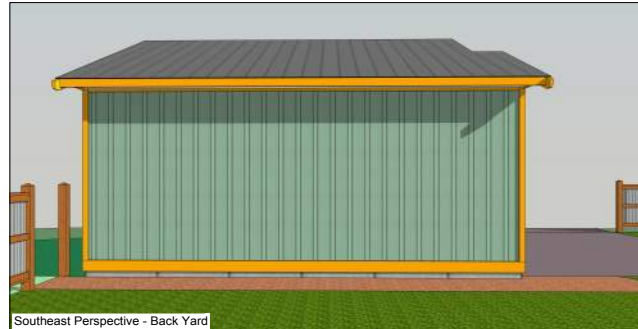
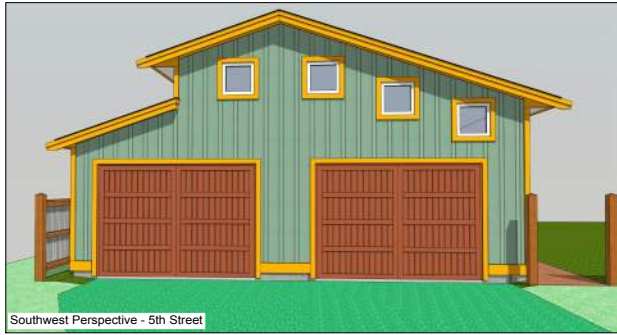
\_\_\_\_\_  
Mayor (A. Stone)

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









Schedule B - Building Renderings  
DVP 3090-21-13  
432 Methuen Street  
Page 1 of 1

Note: Renderings are conceptual and minor changes may be permitted.

**Report Prepared By:** Julie Thompson, Planner  
**Reviewed By:** Jake Belobaba, RPP, MCIP, Director of Development Services  
**Meeting Date:** April 5, 2022  
**File No:** DVP 3090-21-08  
**Re:** **Development Variance Permit Application – 901 Hanington Road**

That Council:

1. Issue Development Variance Permit 3090-21-08 to vary the following sections of “Town of Ladysmith Zoning Bylaw 2014, No. 1860” to facilitate construction of a single unit dwelling at 901 Hanington Road:
  - a. Section 10.2.5.a), to increase the maximum height of a principal building from 9.0m to 12.2m;
  - b. Section 10.2.5.d), to increase the maximum perimeter wall height from 9.14m to 10.5m; and
  - c. Section 5.19.c), to increase the maximum retaining wall height from 3.0m to 3.5m; and
2. Authorize the Mayor and Corporate Officer to sign Development Variance Permit 3090-21-08.

The applicant is developing the property at 901 Hanington Road and has applied for variances to the height and perimeter wall height of a proposed dwelling, and to the height of a proposed retaining wall. Staff recommend approval of Development Variance Permit (DVP) 3090-21-08 (Attachment A) based on the analysis in the report.

N/A

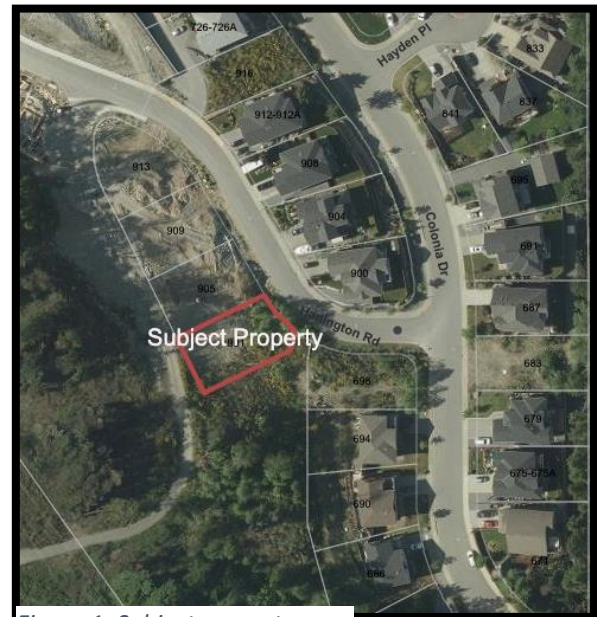


Figure 1: Subject property.

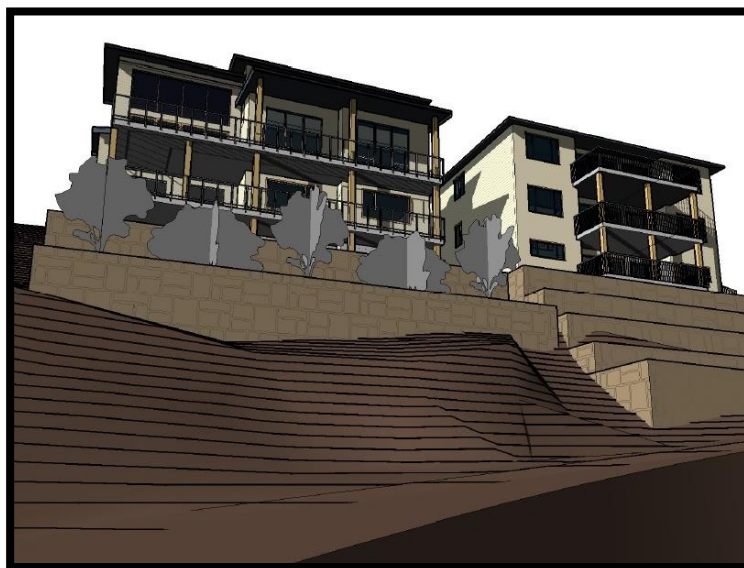


### **INTRODUCTION/BACKGROUND:**

The subject property, 901 Hanington Road, located near the corner of Hanington Road and Colonia Drive, is accessed by a future road behind the property, and is 679.6m<sup>2</sup> in size. The applicant is proposing to construct a four-storey<sup>1</sup> single unit dwelling containing a secondary suite on the subject property. The property is steep with a grade difference of approximately 17m from the top of the property near the access road, to the bottom of the property near Hanington Road. Meeting the maximum 9m height restriction in accordance with the Zoning Bylaw would be difficult due to this steep grade change, and the applicant has applied for a DVP to vary the maximum overall height and perimeter wall height of the proposed dwelling, as well as the maximum height of one retaining wall. The applicant has provided a letter of rationale (Attachment B) and renderings of the proposed house and the neighbouring house as seen from Hanington Road (Attachment C).

### **DISCUSSION:**

The subject property is designated Single Family Residential in “Official Community Plan Bylaw 2003, No. 1488” (OCP) and is zoned Single Dwelling Residential (R-1) in “Town of Ladysmith Zoning Bylaw 2014, No. 1860”. The proposal is consistent with the OCP and permitted uses in the R-1 zone. The subject property is not located in a Development Permit Area and a Development Permit is not required.



*Figure 2: 3D rendering of 901 (left) and 905 (right) Hanington Road, as seen from Hanington Road. The proposed dwelling appears as three stories from the outside, while it contains four stories on the inside.*

### ***Zoning Bylaw & Proposed Variances:***

The R-1 zone contains restrictions for overall (average) height for principal buildings as well as perimeter wall height. Section 5.19 of the Zoning Bylaw contains retaining wall height restrictions. A summary of the height restrictions, proposed heights, and variances are provided in Table 1.

---

<sup>1</sup> The proposed single unit dwelling contains four stories inside, but it appears as a three storey house from the outside. See renderings in Attachments A and C.

Table 1: Height Regulations & Variance Summary<sup>2</sup>

| Bylaw Provision  | Maximum Height                                 | Proposed Height |
|--|--|-----------------|
| Principal building height (average height, as measured from natural grade) | 9.0m   | 12.13           |
| Perimeter wall height  | 9.14m with vertical or horizontal articulation | 10.3m           |
| Engineered retaining wall height   | 3.0m   | 3.2m            |

### ***Analysis:***

Due to the steep grade, it would be difficult to design a single unit dwelling that meets the height regulations in the Zoning Bylaw in the proposed location on the subject property. It may be possible to construct a dwelling that meets the height restrictions lower down on the property, closer to Hanington Road, but the applicant has not chosen this siting. While the proposed height variance appears substantial (variance of over 3m) because the height must be measured from the average natural grade in accordance with the Zoning Bylaw, the building height as measured from the proposed average finished grade is 9.61m. Additionally, the proposed design and height of the house is consistent with the neighbour's house at 905 Hanington Road (see Figure 2 and Attachment C for renderings), and the house design implements vertical and horizontal articulation to avoid large, blank walls where the perimeter wall height requires variances. The retaining wall variance is minor and is not expected to negatively impact the character of the neighbourhood.

### **ALTERNATIVES:**

Council can choose to refuse issuance of DVP 3090-21-08.

### **FINANCIAL IMPLICATIONS:**

N/A

### **LEGAL IMPLICATIONS:**

The *Local Government Act* allows Council to vary zoning bylaw regulations excluding regulations of use, density, and rental tenure through issuance of a DVP. Council may permit exceptions to the height of buildings and structures as proposed in this application.

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

Notice of the proposed variances was issued on March 25, 2022 in accordance with the requirements of the *Local Government Act* and "Town of Ladysmith Development Procedures Bylaw 2008, No. 1667". The notice was sent to the property owners and residences within 60m of the subject property. At the time of writing, the Town has not received any submissions from the public. Any submissions received after the publication of this staff report will be distributed to Council as a late agenda item.

---

<sup>2</sup> Proposed height variances in DVP 21-08 are rounded up to accommodate for a minor margin of error. See DVP 21-08 in Attachment A.

**INTERDEPARTMENTAL INVOLVEMENT/IMPLICATIONS:**

The application was referred to the Engineering and Building Inspection departments. Building Inspection and Engineering requirements will be addressed during the Building Permit stage.

**ALIGNMENT WITH SUSTAINABILITY VISIONING REPORT:**

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

**ALIGNMENT WITH STRATEGIC PRIORITIES:**

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

***I approve the report and recommendations.***

**Allison McCarrick, Chief Administrative Officer**

**ATTACHMENTS:**

- A. DVP 3090-21-08
- B. Applicant Letter
- C. Street view Renderings





# TOWN OF LADYSMITH DEVELOPMENT VARIANCE PERMIT

(Section 498 *Local Government Act*)

FILE NO: 3090-21-08

DATE: April 5, 2022

---

Name of Owner(s) of Land (Permittee): Mohamed Nishad Mohamed Thowfeek

Applicant: Kevin Lamont (Kevin Lamont Project Facilitator Ltd.)

Subject Property (Civic Address): 901 Hanington Road

---

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

**Lot 33 Block 1399 Oyster District Plan VIP84600 – PID: 027-428-338  
(901 Hanington Road)**

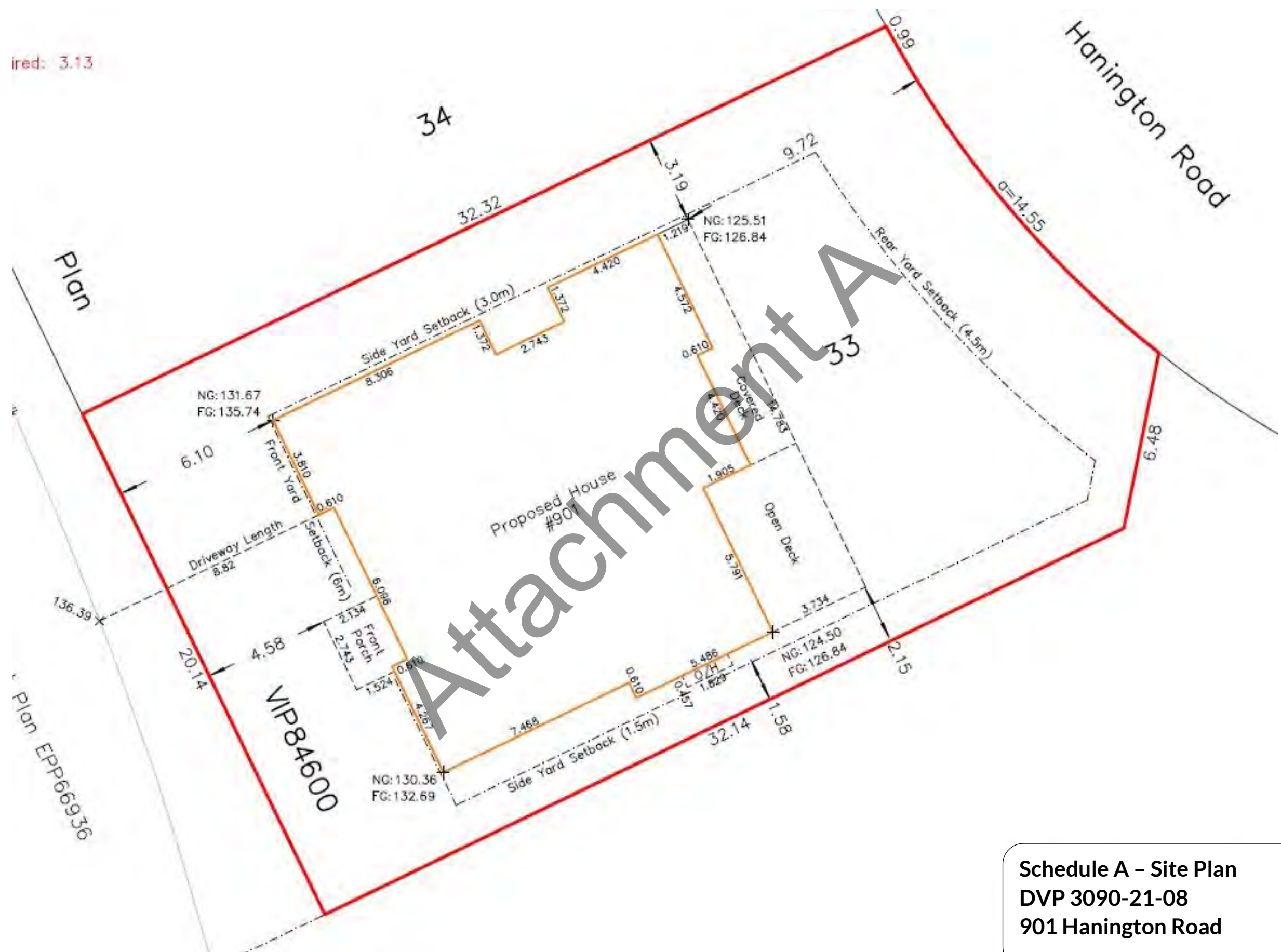
3. Section 10.2.5.a) “Siting, Size and Dimensions of Uses, Buildings and Structures” in the “Single Dwelling Residential (R-1)” zone of the “Town of Ladysmith Zoning Bylaw 2014, No. 1860”, as amended, is varied for the subject property by increasing the *Height* of a *Principal Building* from 9.0 metres to 12.2 metres for a single unit dwelling as shown on **Schedule A – Site Plan** and **Schedule B – Building Elevations**.
4. Section 10.2.5.d) “Siting Size and Dimensions of Uses, Buildings and Structures” in the “Single Dwelling Residential (R-1)” zone of the “Town of Ladysmith Zoning Bylaw 2014, No. 1860”, as amended, is varied for the subject property by increasing the *Perimeter Wall Height* from 9.14 metres to 10.5 metres for a single unit dwelling with vertical and horizontal articulation as shown on **Schedule B – Building Elevations**.
5. Section 5.19.c) “Retaining Walls Regulations” in the “Town of Ladysmith Zoning Bylaw 2014, No. 1860”, as amended, is varied for the subject property by increasing the maximum *Height* for an engineered retaining wall from 3.0 metres to 3.5 metres as shown on **Schedule C – Retaining Wall Height**.

6. The land described herein shall be developed strictly in accordance with terms and conditions and provisions of this Permit and any plans and specifications attached to this Permit which shall form a part thereof.
7. The following plans and specifications are attached:
  - a) **Schedule A – Site Plan**
  - b) **Schedule B – Building Elevations**
  - c) **Schedule C – Retaining Wall Height**
8. Issuance of this Permit does not exempt the proposed development from meeting all other applicable laws and regulations.
9. Notice of this Permit shall be filed in the Land Title Office at Victoria under s.503 of the *Local Government Act*, and upon such filing, the terms of this Permit or any amendment hereto shall be binding upon all persons who acquire an interest in the land affected by this Permit.
10. THIS PERMIT IS NOT A BUILDING PERMIT. No occupancy permit shall be issued until all items of this Development Variance Permit have been complied with to the satisfaction of the Corporate Officer.

AUTHORIZED BY RESOLUTION NO. \_\_\_\_\_ PASSED BY THE COUNCIL OF THE TOWN OF LADYSMITH ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

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

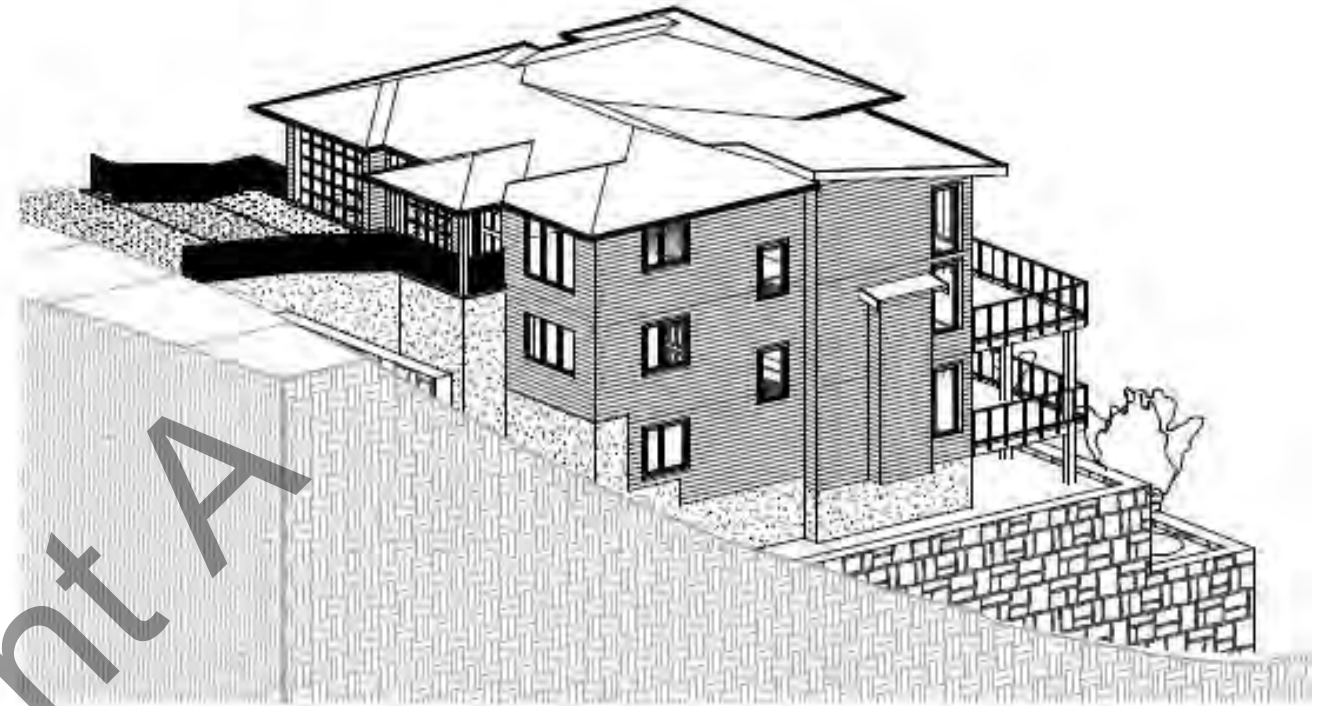
\_\_\_\_\_  
Corporate Officer (D. Smith)







5 3D Northwest View



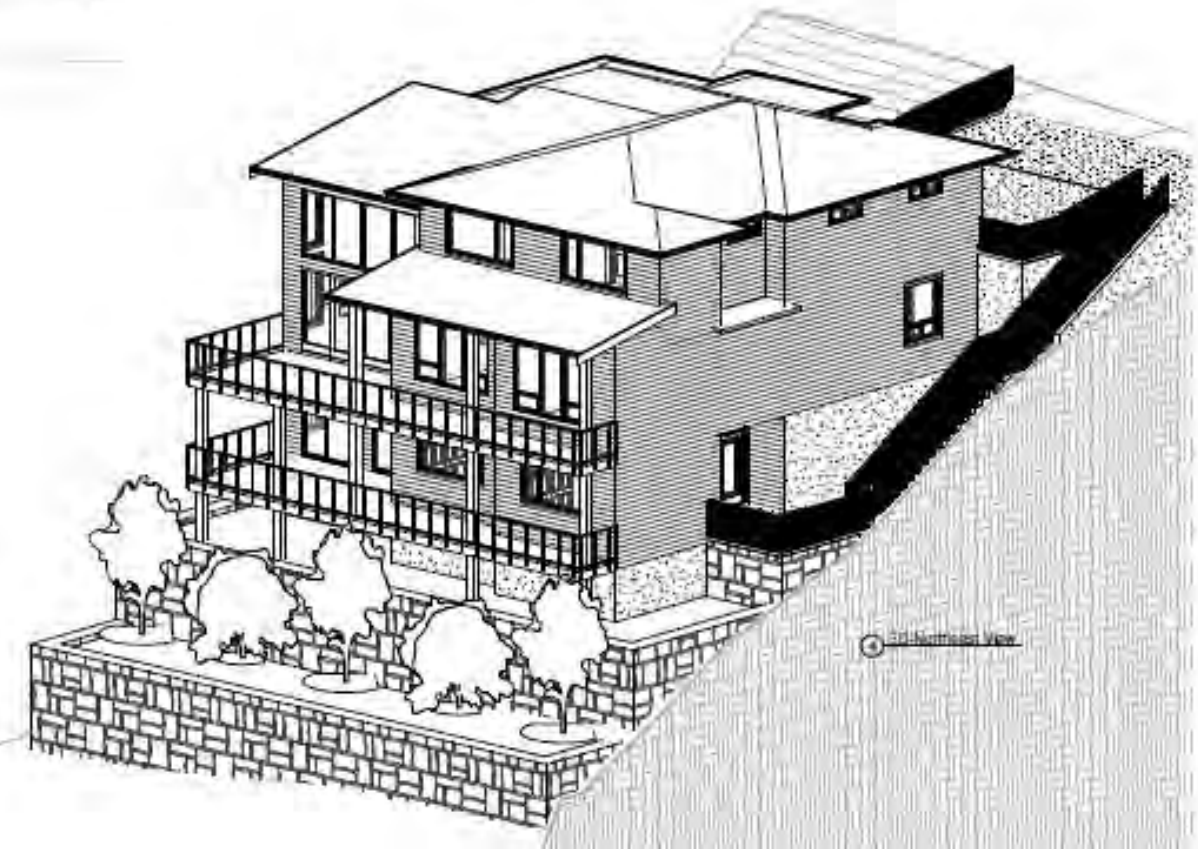
3 3D Southwest View



1 3D Upper Street View



2 3D Hanington Road View



4 3D Front View

**Schedule B – Building Elevations**  
**DVP 3090-21-08**  
**901 Hanington Road**

|                    |                      |
|--------------------|----------------------|
|                    | <b>Kevir Project</b> |
| PROJECT NAME:      |                      |
| Nishad Th          |                      |
| 901 Hanington Road |                      |
| SHEET NAME:        |                      |
| Exterior V         |                      |



Schedule C - Retaining Wall Height  
DVP 3090-21-08  
901 Hanington Road



February 7, 2022

Town of Ladysmith  
Administration Staff  
Ladysmith, BC

**Re: 901 Hanington Road - Development Variance Application (Revision 1)**  
**Lot 33, Block 1399, Oyster District, Plan VIP84600, PID-027-428-338**

Dear Board Members.

Please accept the attached documents and the accompanying rationale below as justification to consider the placement of a proposed residence at a building height of 12.1 M (39.7 FT) that is 3.10 M (10.2 FT) above the allowable building height of 9.0 M (29.5 FT) based on the R-1 zoning requirements.

This property of approximately 679 SM in size is above Hanington Road with a severe slope from top of site at access road to the bottom of site at Hanington Road. On the north property line, adjacent to an existing home, the property drops from 135.9 M at the access road, to 119.0 M at Hanington Road, a difference of approximately 17 M (56 FT). On the south property line, the property drops from 137.2 M at the access road, to 117.5 M at Hanington Road, a difference of approximately 19.7 M (65 FT).

With these extreme differences in elevation, it is not possible to construct a home that meets the zoning requirements of R-1 for allowable building height (9.0 M). The proposed height variance of 3.10 M (10.2 FT) is required to accommodate the extreme grade differences and to provide a driveway to the garage that is set by the Town of Ladysmith guidelines for driveway construction/design.

The proposed finish grades, as indicated on the survey plan, will be achieved with engineered retaining walls of stacked rock, concrete, and sloped fill materials. The proposed stairs on the north side of the property will be constructed as a landscape element that will follow the existing grade down to the lower level with minor retaining walls to accommodate existing grades.

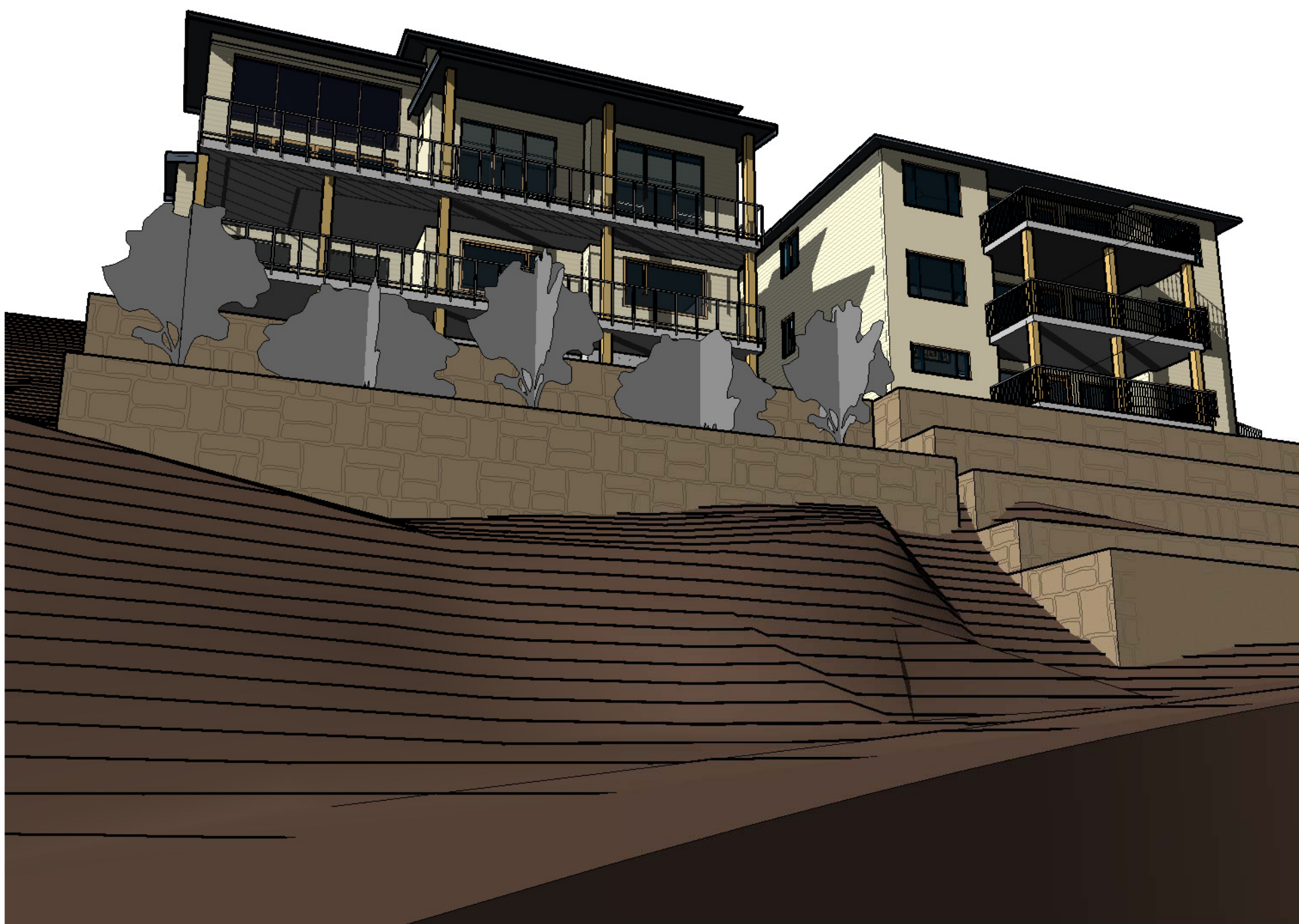
The proposed roof peak elevation and driveway location are consistent with the adjacent properties. The roof peak for the proposed home is 0.7 M (2.3 FT) above the adjacent homes roof peak. The floor level of the entry and adjacent office space within the proposed home are well below the street access level on the South side of the site. The lowest floor level (Storage) is created due to the extreme slope and the large amount of structural fill that would be required to bring the grade up to the bottom of the Basement Level (Suite Level).

We trust that the Town of Ladysmith Variance Board members and staff understand the challenges we face in developing this property and can support our application to vary the height requirements of the existing site. Please do not hesitate to contact us for clarification on any aspects of our proposal.

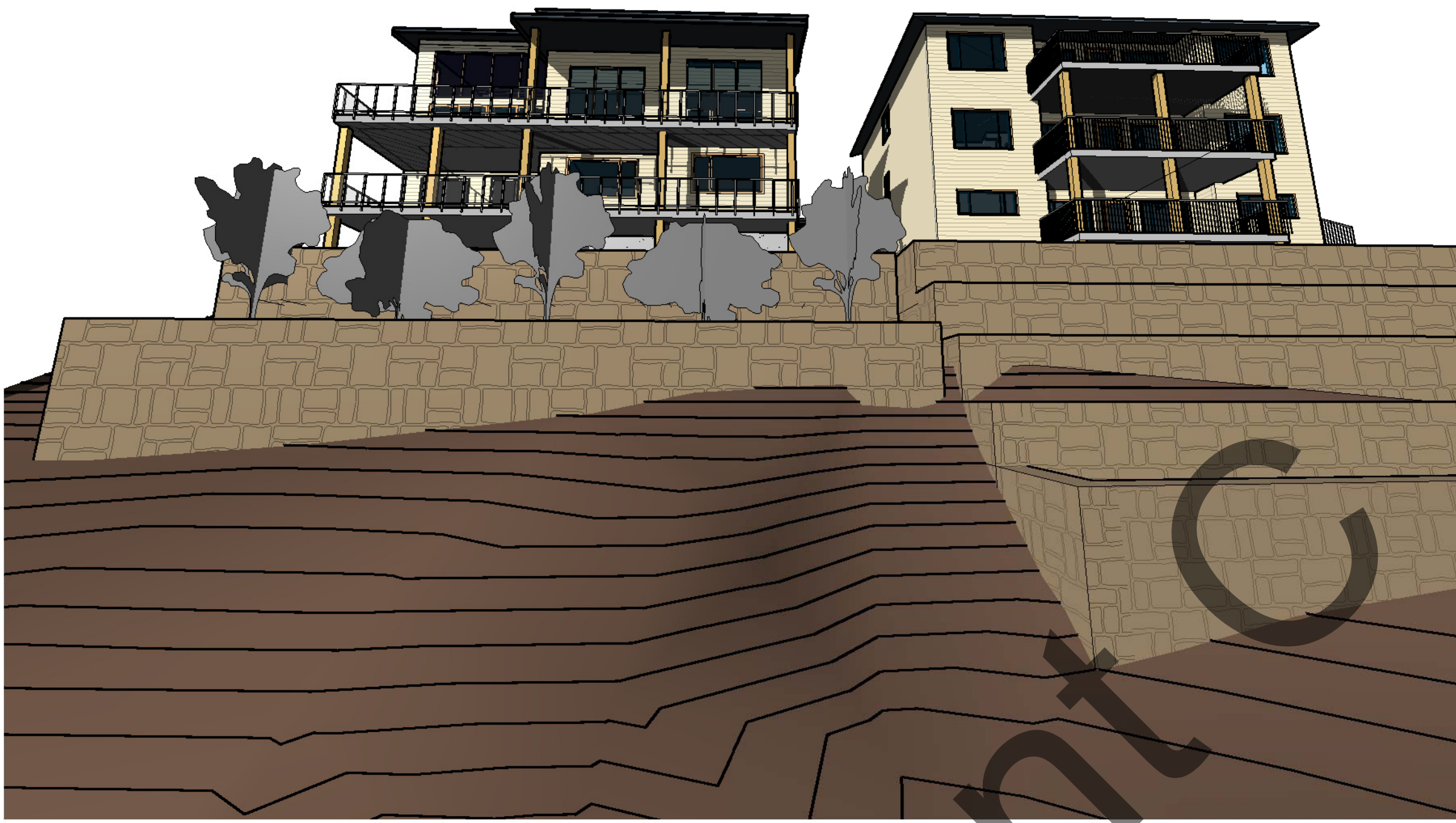
Respectfully

Kevin Lamont Project Facilitator Ltd.

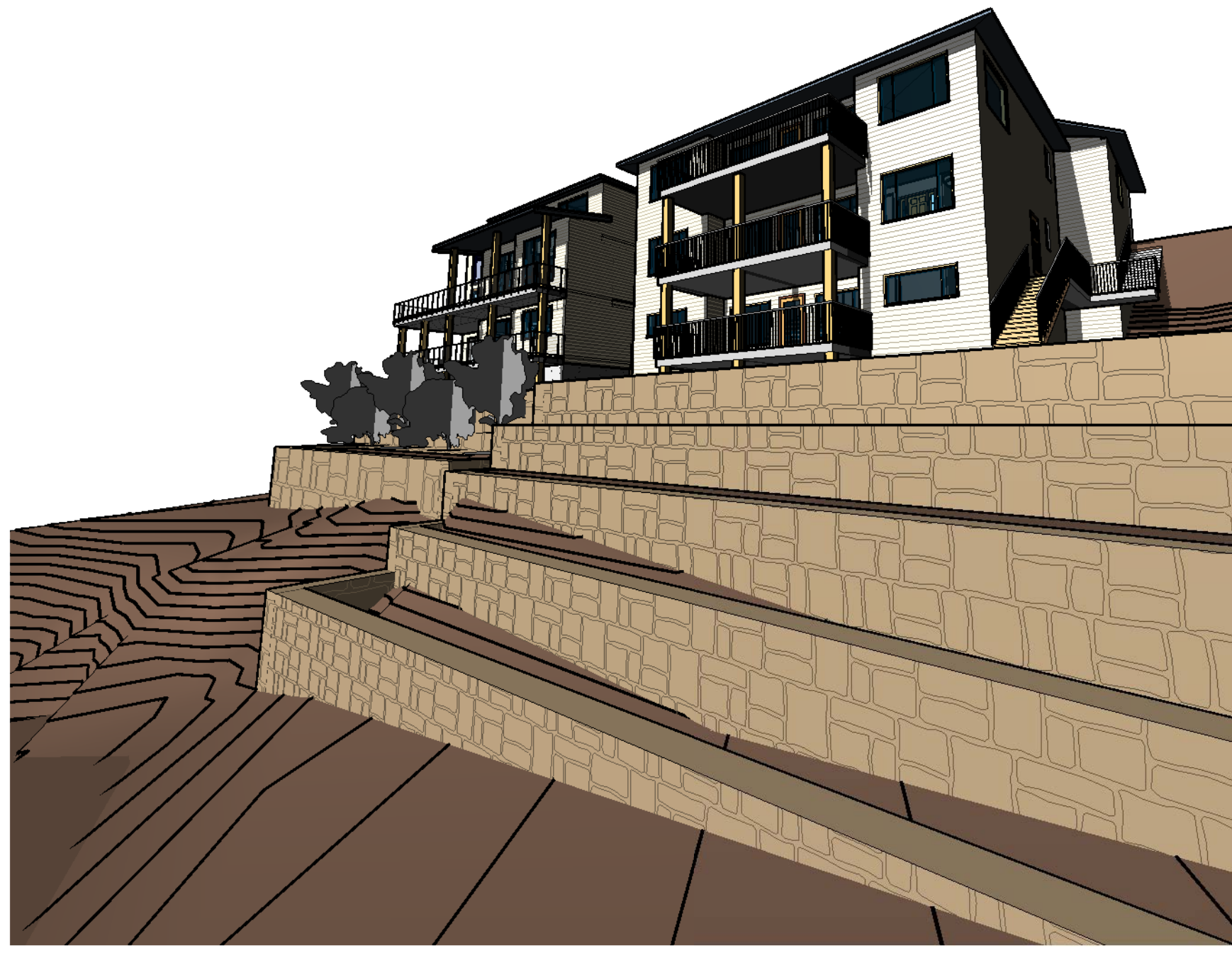




① 3D View Hanington Road (1)




② 3D View Hanington Road (2)



③ 3D View Hanington Road (3)



KEVIN LAMONT  
PROJECT FACILITATOR



**Kevin Lamont**  
Project Facilitator Ltd.  
Ladysmith, B.C.  
Phone: (250) 416-9050  
Email: facsup@shaw.ca

PROJECT NAME:  
**Nishad Thowfeek**

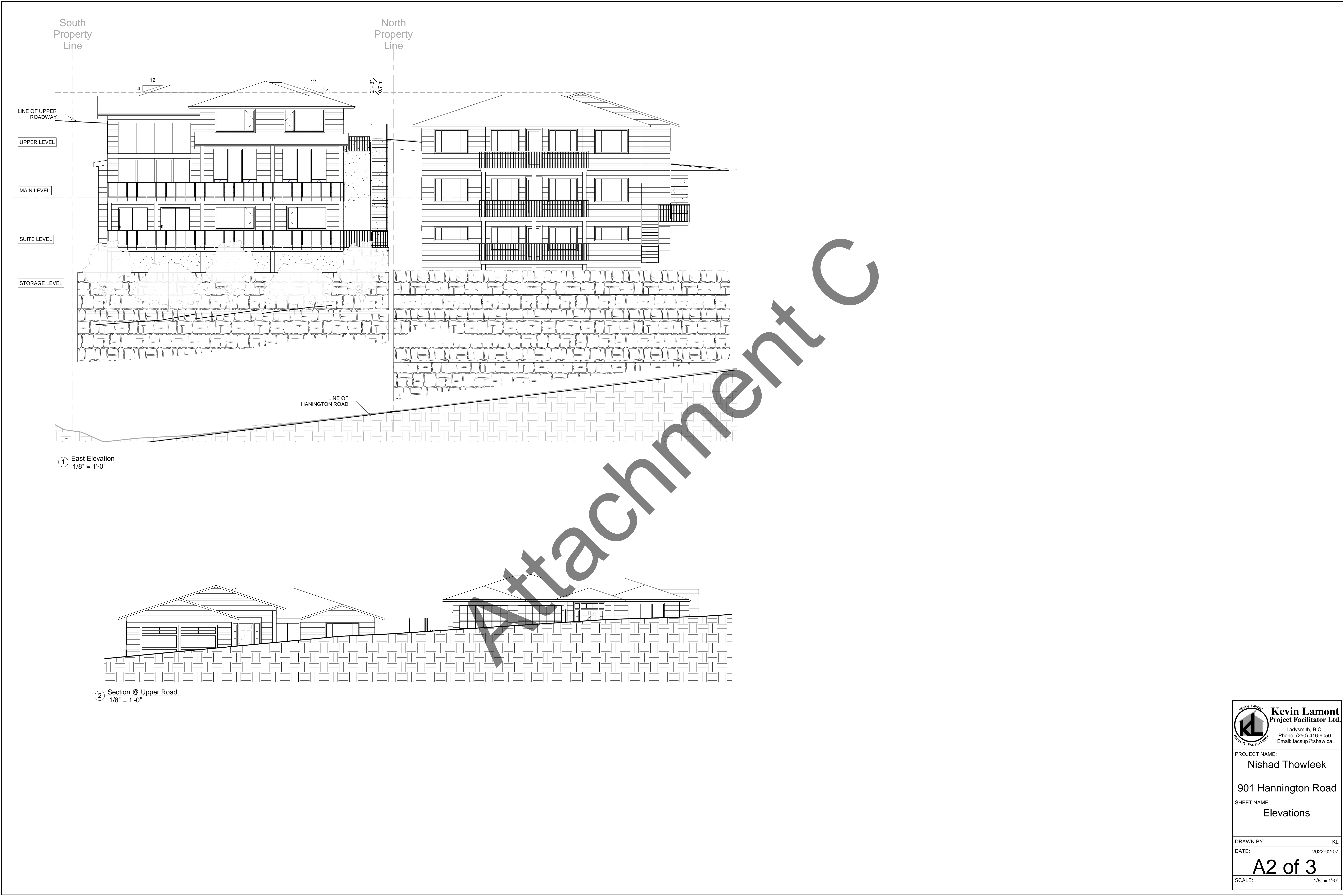
901 Hannington Road

SHEET NAME:  
**Exterior Views**

DRAWN BY: KL  
DATE: 2022-02-07

SCALE:  
**A1 of 3**





① East Elevation  
1/8" = 1'-0"

② Section @ Upper Road  
1/8" = 1'-0"



**Kevin Lamont**  
Project Facilitator Ltd.  
Ladysmith, B.C.  
Phone: (250) 416-9050  
Email: facsup@shaw.ca

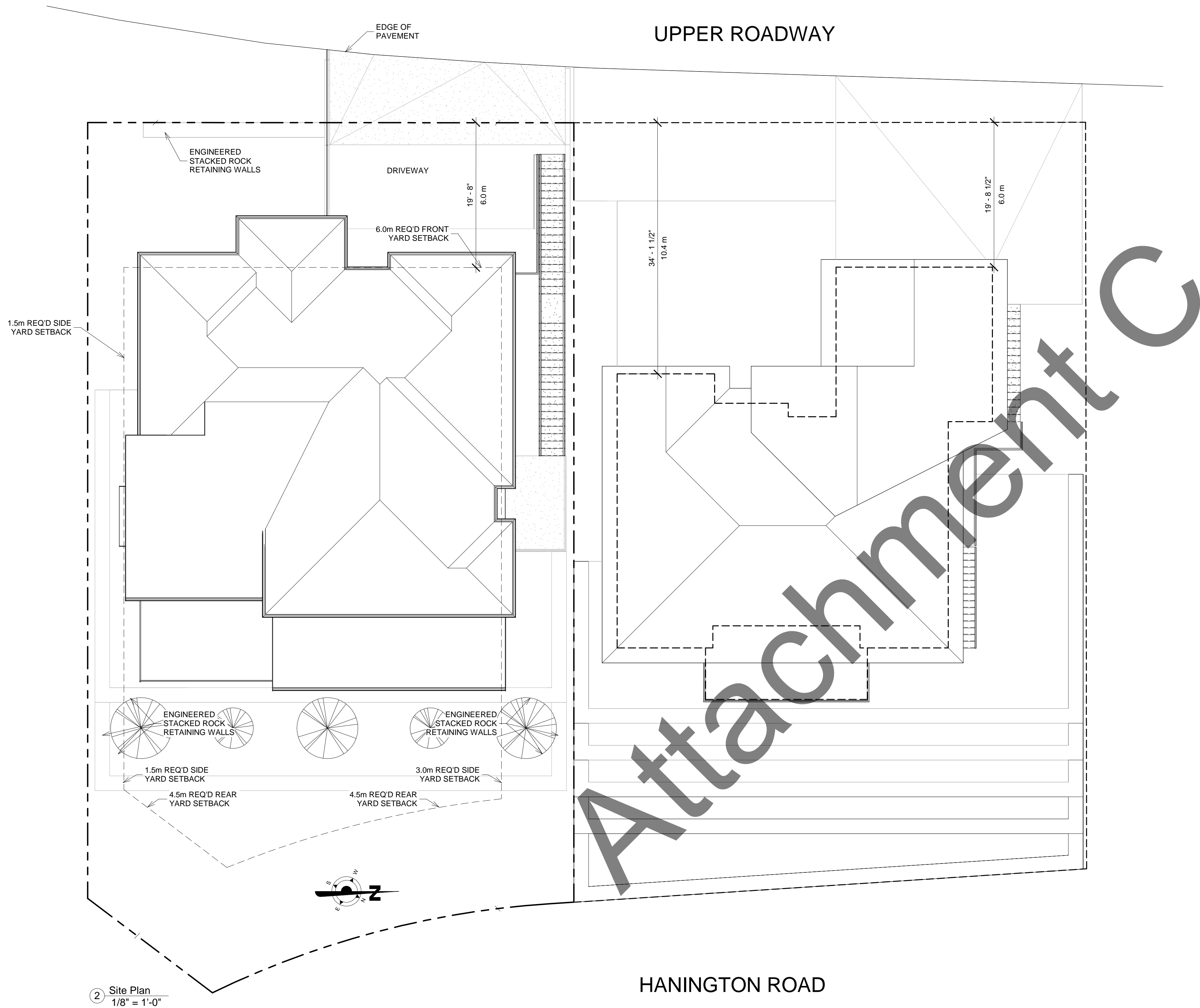
PROJECT NAME:  
**Nishad Thowfeek**

901 Hannington Road

SHEET NAME:  
**Elevations**

DRAWN BY: KL  
DATE: 2022-02-07

SCALE: **A2 of 3**  
1/8" = 1'-0"



② Site Plan  
1/8" = 1'-0"

|   |   |
|---|---|
|  | <b>Kevin Lamont</b><br>Project Facilitator Ltd.                   |
|   | Ladysmith, B.C.<br>Phone: (250) 416-9050<br>Email: facsup@shaw.ca |
| PROJECT NAME:<br><b>Nishad Thowfeek</b>   |   |
| 901 Hannington Road   |   |
| SHEET NAME:<br><b>Site Plan</b>   |   |
| DRAWN BY: KL  |   |
| DATE: 2022-02-07  |   |
| <b>A3 of 3</b>  |   |
| SCALE: 1/8" = 1'-0"   |   |



# MINUTES

## Community Planning Advisory Committee

Wednesday, March 2, 2022 at 7:00 p.m.  
Via Zoom

**PRESENT:** Acting Chair – Jason Robertson; Members – Brian Childs, Jennifer Sibbald, Steve Frankel, Tamara Hutchinson; Council Liaison – Marsh Stevens; Director of Development Services, Jake Belobaba; Senior Planner & Recorder – Christina Hovey

**ABSENT:** Members – Abbas Farahbakhsh, Jason Harrison

The meeting was called to order at 7:06 pm.

It was moved, seconded and carried that Jason Robertson be the acting chair for the meeting. Acting Chair Jason Robertson acknowledged with gratitude that Ladysmith is located on the traditional unceded territories of the Stz'uminus First Nation.

**1. AGENDA APPROVAL**

It was moved, seconded and carried that the Agenda of March 2, 2022 be approved.

**2. ADOPTION OF MINUTES**

It was moved, seconded and carried that the Minutes of February 2, 2022 be approved.

**3. COUNCIL REFERRALS**

None.

**4. NEW BUSINESS**

**CPAC Comments for OCP Steering Committee**

As requested by the CPAC meeting in February, this meeting was convened to allow CPAC time to provide preliminary comments to make to the Official Community Plan (OCP) Review Steering Committee. Jake Belobaba provided a brief update on the status of the OCP project. Member Jennifer Sibbald is the CPAC representative on the OCP Steering Committee and will bring CPACs comments forward to the OCP Steering Committee.

There was a high level of consensus among the members present. CPAC brought forward the following considerations for the OCP Review:

- **Need for Neighbourhood Connectivity and Amenities:**
  - Concern with creating neighbourhoods that lack access to amenities within walking distance. Walkable neighbourhoods need to have destinations where people can walk to. South Ladysmith was the main example where there is a large residential area with few other land uses: few parks, no local commercial, no schools, recreation & community centers, or other government services. There is a need to design neighborhoods that de-incentivize driving.
  - Concern with “urban sprawl” and neighborhood connectivity, not only to amenities, but also between neighborhoods as well as to natural areas and greenspaces where people can recreate.

- Need to focus on creating/preserving greenspaces and parks to serve new neighbourhoods. “Cash in lieu” of parkland should only be considered in the context of a bigger plan for parkland.
- **Need for Stronger Environmental/Development Standards:**
  - The CPAC recommends that the town be ambitious in its commitments and take a leadership role in reducing GHG emissions and building resilience to climate change.
  - The CPAC strongly recommends that the town consider adopting policy to ensure that vulnerable ecosystems are protected from future development. An example of this would be making policy and/or value statements in the OCP about the protection of at-risk Coastal Douglas Fir ecosystems, represented by areas like Arbutus Ridge. Mechanisms for protection could include designating vulnerable areas in DPA’s as Conservation Areas or Natural Parks, or including strong policy in the OCP about advocating to the Province about protection of vulnerable habitats.
  - Need for better tree and vegetation preservation/retention and more/better tree planting, particularly with regard to new developments. Clearing of vegetation in new developments should be kept to a minimum, and where landscaping or mitigation for vegetation removal are required, native species and/or drought tolerant, non-invasive plant species should be used.
  - The CPAC recommends that the town motivate developers to preserve vegetation/greenspace rather than allowing expansive tree clearing. Retaining existing vegetation in newly developed areas serves many important functions, e.g.,: improved visual quality, better stormwater retention, provides habitat for birds and other wildlife, improves air quality. Replanting after development should be seen as a less ideal option than retaining existing vegetation because of time lag it takes new vegetation to provide these important function (i.e., decades).
  - Need for better stormwater management: maximizing permeable surfaces and properly controlling and treating run off is important for reducing the impacts of drought and storm events on both habitats and human infrastructure.
  - The CPAC suggests actions such as adopting Best Practices like *Stormwater Planning: A Guide Book for BC* and adopting permeability standards in zoning bylaws. This will be an important component of building communities that are resilient to climate change.
- **Need for High Quality Development:**
  - Considering the rapid rate of development and the high cost of housing, the Town needs to protect residents/future residents by ensuring that the standards of construction and development are high:
    - Adopting the BC Energy Step Code was presented as one way to improve construction standards as well as energy efficiency. The CPAC recommends that the Town be ambitious in selecting which Step on the Step Code to adopt. For example, inefficient methods of heating, like baseboard heating, should be removed from building codes.
    - In the OCP we are talking about increasing density and having more multiple developments so we need to ensure that these buildings are



designed “smartly” to the benefit of future residents in terms of quality of life and costs over the long term. For example, ensuring the site plan allows for easy garbage collection.

- As such, the CPAC suggests that the Town adopt high-level policy in the OCP that focus on quality of life for people living in multi-family developments.
- Need for better standards for high-quality and sustainable building materials.
- Landscaping should be more extensive and better suited to the local environment (e.g., native species and/or drought tolerant, non-invasive plant species).

The committee also highlighted climate change mitigation and adaptation as well as housing affordability as major concerns.

## **5. MONTHLY BRIEFING**

### **File Updates:**

The following files that CPAC previously reviewed have been to Council since the last meeting:

- 631 1<sup>st</sup> Ave (3360-21-11)

CPAC members can review the Council Agendas and Minutes or call staff for further information.

## **6. NEXT MEETING – TBD**

## **7. ADJOURNMENT**

It was moved, seconded and carried that the meeting be adjourned at 8:47pm.

---

Acting Chair (J. Robertson)

**RECEIVED:**

---

Corporate Officer (D. Smith)

## STAFF REPORT TO COUNCIL

**Report Prepared By:** Julie Tierney, Executive Liaison  
**Reviewed By:** Allison McCarrick, CAO  
**Meeting Date:** April 5, 2022  
**File No:** 1855-20 (2022)  
**RE:** **UBCM Community to Community (C2C) Forum Program Application**

---

### RECOMMENDATION:

That Council:

1. Authorize staff to apply to the Union of BC Municipalities April 2022 application intake for the Regional Community to Community Forum Program for up to \$5,000 to support a community forum between the Councils of Stz'uminus First Nation and the Town of Ladysmith, to be held prior to March 31, 2023; and
2. Approve the allocation of up to \$5,000 as the Town's contribution.

### EXECUTIVE SUMMARY:

The Community to Community (C2C) Forum Program provides funds to assist communities to hold events that provide an opportunity for dialogue with neighbouring First Nations, on topics of mutual interest. The Town has received funds through this program for several C2C forums held as far back as 2009.

### PREVIOUS COUNCIL DIRECTION:

N/A

### INTRODUCTION/BACKGROUND:

It is proposed that the Town and the Stz'uminus First Nation work together to hold an in-person event as we respond and recover from the COVID-19 pandemic. This event will provide a meaningful opportunity to share our experiences, our respective communities' concerns and build upon our existing relationships.

While the specific details of the proposed gathering will be developed over the next few months between Stz'uminus and the Town, it is proposed that this would be a festive event with an opportunity to provide updates on future goals and visions.

The Town will take the lead in organizing the gathering. Funds would be available to hire a contract facilitator should that be necessary.

**ALTERNATIVES:**

Council can choose to:

1. Apply for a lesser grant amount.
2. Not apply for the funds this year. *The next C2C offering will occur in September 2022.*

**FINANCIAL IMPLICATIONS:**

The Town must match the \$5,000 grant from UBCM. Matching funds can be a combination of cash and in-kind contributions (such as staff time or donation of meeting space and materials) from the Town and the community.

**LEGAL IMPLICATIONS:**

N/A

**CITIZEN/PUBLIC RELATIONS IMPLICATIONS:**

The C2C gathering will be a positive step in strengthening the Town's relationship with the Stz'uminus First Nation, and an opportunity for Council and senior staff to work with Council and staff of the Stz'uminus First Nation to address items of mutual interest. The opportunity for open communication will engage our communities and further build relationships and understanding.

**INTERDEPARTMENTAL INVOLVEMENT/IMPLICATIONS:**

N/A

**ALIGNMENT WITH SUSTAINABILITY VISIONING REPORT:**

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

**ALIGNMENT WITH STRATEGIC PRIORITIES:**

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

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

**Allison McCarrick, Chief Administrative Officer**

**ATTACHMENT:**

- A. UBCM 2022/2023 Regional Community to Community Forum Program Application Guide

# **Regional Community to Community Forum Program**

## **2022/23 Program & Application Guide**

### **1. Introduction**

---

In January 1997, the Union of British Columbia Municipalities (UBCM) and the First Nations Summit (FNS) jointly organized the first province-wide Community to Community (C2C) Forum. This event brought together First Nations and local governments from across BC to discuss common goals and opportunities for joint action. There was consensus among the participants that regional C2C Forums should be supported.

Since then, the provincial Ministry of Municipal Affairs and Indigenous Services Canada have provided funding for the C2C program. In this time, more than 680 C2C Forums have been held in communities across the province.

With the Truth and Reconciliation Commission of Canada releasing its Executive Summary of findings and 94 Calls to Action in 2015, and BC and Canada both adopting the United Nations Declaration on the Rights of Indigenous Peoples (UNDRIP), the C2C program has taken on ever greater importance as First Nations and local governments use the modest grant to focus their increased efforts for reconciliation.

#### **Regional C2C Forum Grant Program**

The goal of a Regional C2C Forum is increased understanding and improved overall relations between First Nations and local governments. Forum events are intended to provide a time and place for dialogue to build on opportunities, support reconciliation efforts, resolve issues of common responsibility, interest or concern, and/or to advance tangible outcomes.

To qualify for funding, C2C Forums must include direct dialogue between elected officials and/or senior staff of neighbouring First Nations and local governments and work toward one or more of the following objectives:

- Strengthening relationships and fostering future co-operative action by building stronger links between First Nation and local government elected officials and senior staff
- Advancing First Nations and local governments to more formal relationships through protocols, MOUs, service agreements and/or collaboration on plans or projects
- Supporting local reconciliation efforts, UNDRIP, and shared capacity building
- Developing or improving coordinated approaches to emergency preparation, mitigation, response and recovery, including recovery from the impacts of climate change and the COVID-19 pandemic.

### **2. Eligible Applicants**

---

Funding permitting, any local government (municipality, regional district or the Islands Trust) or First Nation (Treaty First Nation, Band, Tribal Council or National Government) may apply to host a Regional C2C Forum. Eligible applicants may submit one application per intake.

### 3. Grant Maximum

The C2C program can contribute a maximum of 100% of the cost of eligible activities – to a maximum of \$5,000.00.

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

### 4. Eligible Events

In order to qualify for funding:

- Events must occur between April 22, 2022 and March 31, 2023.
- Events must include direct participation by the elected officials and/or senior staff from both First Nation(s) and local government(s).
- Willingness of the elected officials and/or senior staff of the partnering community to participate in the event must be confirmed and provided in writing to UBCM.
- The communities engaging in dialogue must be neighbouring. However, “neighbouring” may mean in the vicinity of, but not necessarily immediately adjacent to each other.

**Table 1: Dialogue Topics & Outcomes**

|  |   |   |
|--|---|---|
| <b>Reconciliation &amp; Relationship Building</b> <ul style="list-style-type: none"> <li>• Shared understanding of collective history</li> <li>• Reconciliation Action Plans</li> <li>• Joint cultural safety and cultural humility training</li> <li>• UNDRIP, Treaties and Aboriginal rights, Indigenous law and Crown-Indigenous relations</li> </ul> | <b>Emergency Management</b> <ul style="list-style-type: none"> <li>• Planning for coordinated and shared: <ul style="list-style-type: none"> <li>○ Risk mitigation</li> <li>○ Emergency response</li> <li>○ Recovery efforts</li> </ul> </li> <li>• Joint training to support partnerships with Indigenous communities during times of emergency.</li> <li>• COVID-19 response</li> </ul> | <b>Service Delivery &amp; Planning</b> <ul style="list-style-type: none"> <li>• Service agreements</li> <li>• Joint land use, sustainability or other plans or policies</li> <li>• Agreements for archaeological or culturally significant sites</li> </ul> |
| <b>Economic Development</b> <ul style="list-style-type: none"> <li>• Agreements for improving regional and local economies</li> <li>• Joint interests/initiatives</li> <li>• Community economic development plans</li> <li>• COVID-19 recovery</li> </ul>  | <b>Community Development</b> <ul style="list-style-type: none"> <li>• Age- and accessibility-friendly assessments</li> <li>• Joint youth engagement plans or projects</li> <li>• Agreements for climate action</li> </ul>   | <b>Infrastructure Planning</b> <ul style="list-style-type: none"> <li>• Asset Management</li> <li>• Needs assessments</li> <li>• Joint development of infrastructure</li> </ul>   |

## Topic Ideas & Outcomes

Table 1 outlines potential dialogue topics. The following resources may also be helpful:

- [2019 Guide to Community to Community Forums in British Columbia](#)
- [2008-2018 Regional Community to Community Forum Status Report](#)
- [First Nations Health Authority Policy Statement on Cultural Safety and Humility](#)
- [Truth and Reconciliation Commission of Canada: Calls to Action](#)
- [UBCM Reconciliation Resources](#)

## Length and Format

Event length and format are up to the applicant and attendees. In some cases, a day-long event may be preferred to allow participants sufficient time to meet each other and work together to generate ideas and plans for future activities. In situations where the participants do not know one another, an “ice-breaker” event, such as an introductory dinner or reception, may be useful.

Taking the forum out into the community can be a valuable way to learn about an area’s shared history. This could include a tour of traditional territories or joint visits to participant’s facilities, lands, buildings or infrastructure.

The C2C Forum program can also support virtual events, however, the purchase of software or licenses are not eligible expenses.

## Organization and Facilitation

Experience has shown that a major challenge in organizing a C2C Forum is finding adequate staff time and resources. Many previous applicants have found that contracting the services of a professional facilitator/event organizer can assist in planning, convening and reporting on the forum.

Facilitators can also be very useful in helping communities talk about difficult issues, such as the history and legacy of residential schools or inter-generational trauma. In such events, hiring a facilitator with specific expertise in creating culturally safe spaces and dialogue may be of immense value.

## 5. Eligible & Ineligible Costs & Activities

---

### Eligible Costs & Activities

Eligible costs are direct costs that are approved by the UBCM, properly and reasonably incurred, and paid by the applicant to carry out eligible activities.

Eligible costs can only be incurred from the date of application submission until the final report is submitted. Under the Regional C2C Forum program, eligible activities must be cost-effective and may include:

- Event organization (e.g. invitations, agendas, event planning, etc.)
- Event costs:
  - Meals, snacks, and non-alcoholic beverages
  - Venue/virtual rentals, including any required audio-visual equipment rentals
  - Facilitation services and/or guest speakers
  - Preparation of materials required for the forum, including printing costs
  - Expenses related to joint visits to participant’s facilities, lands or buildings provided the visits occur as part of the forum

## Attachment A

- Expenses related to local cultural protocols (e.g. gifts, ceremonies and/or cultural performances such as dancing or drumming). Please note: expenditure related to local cultural protocols are limited to no more than 10% of the total grant request.
- Honoraria for elders or traditional knowledge keepers. If honoraria are included in the event budget, a description of the role(s) of the honoraria recipient(s) in the forum is required.
- Transportation between communities as required to attend a forum. Mileage estimates and calculations are required for vehicle travel.
- Completion of event minutes, reports, etc. including printing costs.

### Ineligible Costs & Activities

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

- Alcohol
- Travel within communities
- Costs related to the development of materials required for broader project development, implementation or assessment, including legal fees, architectural, engineering or other design drawing, studies, etc.
- Purchase of software, software licences, service subscriptions, or membership fees.

## 6. Application Requirements & Process

---

### Application Deadline

The Regional C2C program is administered over the course of the fiscal year (April 1 to March 31). Funding permitting, three calls for applications are planned for 2022/23.

Applicants will be notified of the status of their application within 30 days of the following application deadlines:

- April 8, 2022. For events between April 22, 2022 and March 31, 2023
- September 2, 2022. For events between September 26, 2022 and March 31, 2023
- December 2, 2022. For events between January 1 and March 31, 2023

### Required Application Contents

All applicants are required to submit an electronic copy of the complete application, including:

- Completed and signed Application Form.
- Event budget(s). See below for more information.
- Confirmation of partners. Written confirmations can be submitted after the application, but are needed in order for grant approval.

### Information on Event Budgets

An itemized budget for each planned event must be submitted with the application. Please submit the event budget(s) in the same format as outlined in Table 2.

Budgets and proposed activities are approved as part of the application and any significant changes to a budget or forum event must be approved before an event takes place. Applicants are responsible for any cost over-runs unless a revised budget is submitted and approved before an event takes place.

**Table 2: Sample Event Budget**

| <b>Budgeted Expenditures</b>                                       | <b>Proposed Cost</b> |
|--|----------------------|
| Event organization   | \$350                |
| Meals, snacks and beverages (include # of people)                  | \$450                |
| Venue/virtual rental costs   | \$300                |
| Facilitation services/guest speakers                               | \$1,450              |
| Forum materials  | \$250                |
| Joint visits to participant's facilities, lands or buildings       | \$475                |
| Local cultural protocols (no more than 10% of total grant request) | \$400                |
| Honoraria (include description)                                    | \$200                |
| Transportation (include # of km)                                   | \$25                 |
| Event minutes or reports   | \$250                |
| Contingency  | \$175                |
| <b>TOTAL FUNDING REQUEST</b>                                       | <b>\$4,325</b>       |

### **Submission of Applications**

Applications should be submitted as Word, Excel or PDF files. Total file size for email attachments cannot exceed 20 MB. All applications should be submitted to:

Local Government Program Services, Union of BC Municipalities

E-mail: [lgps@ubcm.ca](mailto:lgps@ubcm.ca)

### **Review of Applications**

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

UBCM and the First Nations Summit will then review all complete applications. All funding decisions will be made by UBCM.

## **7. Grant Management & Applicant Responsibilities**

---

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

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

### **Notice of Funding Decision & Payments**

All applicants will receive written notice of funding decisions. Approved applicants will receive an Approval Agreement, which will include the terms and conditions of any grant that is awarded, and that is required to be signed and returned to UBCM.

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



## Attachment A

Grants payments are issued when the approved event(s) are complete and UBCM has received and approved the required final report and financial summary.

### 8. Final Report Requirements & Process

---

Applicants are required to submit an electronic copy of the complete final report within 30 days of completed C2C event(s) and no later than April 30, 2023, including the following:

- Completed and signed Final Report Form.
- Financial summary. See below for more information.
- Attendance list, including name, title and organization of each participant. Please do not submit sign-in sheets.
- Optional:
  - Final agenda, session summaries or minutes and other documents/presentations
  - Photos, media releases and press coverage and other public communications
  - Any other relevant background information (e.g. planning process, context, goals)

#### Information on the Financial Summary

An itemized financial summary for each completed event must be submitted with the final report. Please submit the financial summary(ies) in the same format as outlined in Table 3.

**Table 3: Sample Financial Summary**

| <b>Actual Expenditures</b>   | <b>Budgeted</b> | <b>Actual</b>  |
|--|-----------------|----------------|
| Event organization   | \$350           | \$325          |
| Meals, snacks and beverages (include # of people)                  | \$450           | \$430          |
| Venue/virtual rental costs   | \$300           | \$175          |
| Facilitation services/guest speakers                               | \$1,450         | \$1,450        |
| Forum materials  | \$250           | \$0            |
| Joint visits to participant's facilities, lands or buildings       | \$475           | \$475          |
| Local cultural protocols (no more than 10% of total grant request) | \$400           | \$400          |
| Honoraria (include description)                                    | \$200           | \$200          |
| Transportation (include # of km)                                   | \$25            | \$37           |
| Event minutes or reports   | \$250           | \$135          |
| Contingency  | \$175           |                |
| <b>TOTAL</b>   | <b>\$4,325</b>  | <b>\$3,627</b> |

Please note that 'Contingency' is not an eligible final expense and any expenditures made from the funds allocated to contingency in the budget should be allocated to the appropriate line item in the financial summary.

## Submission of Final Reports

Final reports should be submitted as Word, Excel or PDF files. Total file size for email attachments cannot exceed 20 MB. All reports should be submitted to:

Local Government Program Services, Union of BC Municipalities

E-mail: [lgps@ubcm.ca](mailto:lgps@ubcm.ca)

## 9. Additional Information

---

For information on the C2C Forum program, please contact:

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

Tel: (250) 387-4470  
Email: [lgps@ubcm.ca](mailto:lgps@ubcm.ca)

First Nations Summit  
#1200 - 100 Park Royal South  
West Vancouver, BC, V7T 1A2

Tel: (604) 926-9903  
Email: [cbraker@fns.bc.ca](mailto:cbraker@fns.bc.ca)

**STAFF REPORT TO COUNCIL**

**Report Prepared By:** Julie Tierney, Executive Liaison  
**Reviewed By:** Allison McCarrick, CAO  
**Meeting Date:** April 5, 2022  
**File No:** 0400-60-30 / 3900-01  
**Re:** **Request to Opt out of CVRD Fireworks Sale and Discharge Regulation Bylaw**

---

**RECOMMENDATION:**

That Council:

1. Request that the Cowichan Valley Regional District Board permit the Town of Ladysmith to opt out of “Cowichan Valley Regional District Bylaw No. 39 – Fireworks Sale and Discharge Regulation Bylaw, 1970”; and
2. Direct staff to prepare a bylaw for the sale, possession and discharge of fireworks in the Town of Ladysmith.

**EXECUTIVE SUMMARY:**

The Cowichan Valley Regional District (CVRD) governs the sale and use of fireworks within the CVRD, including the Town of Ladysmith. Staff are recommending that the Town of Ladysmith opt out of the CVRD bylaw in order to provide the Town sufficient oversight as to when and where a fireworks display may be permitted within the boundaries of the Town of Ladysmith.

**PREVIOUS COUNCIL DIRECTION:**

N/A

**INTRODUCTION/BACKGROUND:**

Currently the discharge of fireworks in the Town of Ladysmith is regulated under “Cowichan Valley Regional District Bylaw No. 39 – Fireworks Sale and Discharge Regulation Bylaw, 1970” (Attachment A). This bylaw permits the discharge of fireworks on specific prescribed dates, providing the applicant has met the permit conditions and signed the Fireworks Discharge Permit which is approved by the CVRD.

The Municipality of North Cowichan and the City of Duncan have their own respective bylaws related to fireworks and staff recommend that the Town also opt out of the CVRD bylaw so that the Town keeps sufficient oversight as to when and where a fireworks display may be permitted within the boundaries of the Town of Ladysmith. The Town’s Fire Chief would approve a Fireworks Discharge Permit under the proposed bylaw.

**ALTERNATIVES:**

Council can choose to:

1. Not request that the Town opt out of the "Cowichan Valley Regional District Bylaw No. 39 – Fireworks Sale and Discharge Regulation Bylaw, 1970".
2. Direct staff to review other options provided by Council.

**FINANCIAL IMPLICATIONS:**

N/A

**LEGAL IMPLICATIONS:**

N/A

**CITIZEN/PUBLIC RELATIONS IMPLICATIONS:**

Firework displays during Ladysmith special events are popular with residents and visitors.

**INTERDEPARTMENTAL INVOLVEMENT/IMPLICATIONS:**

N/A

**ALIGNMENT WITH SUSTAINABILITY VISIONING REPORT:**

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

**ALIGNMENT WITH STRATEGIC PRIORITIES:**

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

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

**Allison McCarrick, Chief Administrative Officer**

**ATTACHMENT:**

- A. "Cowichan Valley Regional District Bylaw No. 39 – Fireworks Sale and Discharge Regulation Bylaw, 1970"



## **COWICHAN VALLEY REGIONAL DISTRICT**

### **Bylaw No. 39**

**(As Amended by Bylaw No. 3303, 3633, 3655, 3951)**

---

#### **COWICHAN VALLEY REGIONAL DISTRICT BYLAW NO. 39 - FIREWORKS SALE AND DISCHARGE REGULATION BYLAW, 1970**

#### **CONSOLIDATED FOR CONVENIENCE ONLY**

The amendment bylaw(s) listed below have been incorporated into enactment Bylaw No. 39 for convenience purposes only. Persons making use of the consolidated version of Bylaw No. 39 are advised that it is not a legal document and that for the purpose of interpreting and applying the law, the original bylaw(s) must be consulted. Certified copies of original bylaws are available through the Corporate Secretary's office.

#### **AMENDMENT BYLAW**

**Bylaw No. 3303  
Bylaw No. 3633  
Bylaw No. 3655  
Bylaw No. 3951**

#### **EFFECTIVE DATE**

**August 26, 2009  
September 12, 2012  
November 14, 2012  
October 14, 2015**



## COWICHAN VALLEY REGIONAL DISTRICT

### **Bylaw No. 39 - Consolidated for Convenience with Amending Bylaw Nos. 3302, 3633, 3655, 3951**

#### **A Bylaw to regulate the sale and use of fireworks within the Regional District of Cowichan Valley, excluding the Corporation of the City of Duncan, and the Corporation of the District Municipality**

---

**WHEREAS** it is enacted by Section 870 of the "Municipal Act", R.S.B.C. 1960, Chap. 255, that the sale or disposal to any person of firecrackers and other fireworks may be by-law be regulated and prohibited;

**AND WHEREAS** the said regulatory powers have been by Letters Patent granted to the Regional District of Cowichan Valley;

**AND WHEREAS** it is deemed expedient to regulate the sale and disposal to any person of firecrackers and other fireworks in the said Regional District;

**AND WHEREAS** it is enacted by Section 871 of the said Act that the Board may be by-law regulate or prohibit the exploding of firecrackers or other fireworks;

**AND WHEREAS** the said regulatory powers of Section 871 of the said Act have also been by Letters Patent granted to the Regional District of Cowichan Valley;

**AND WHEREAS** it is deemed expedient to regulate the exploding of firecrackers or other fireworks throughout the Regional District;

**AND WHEREAS** it is enacted by Clause (a1) of sub-section (1) of the said Section 871 of the said Act that notwithstanding any regulation or prohibition enacted under the last recited provision of the said Section 871 the Board may authorize the issuance of a permit to any person or organization for the purpose of the observance or the celebration of any special event or festival by the use of firecrackers or other fireworks of any nature or kind, and may specify the terms and conditions thereof;

**AND WHEREAS** the said power to issue permits under clause (a1) of sub-section (1) of Section 871 of the Act has been by Letters Patent granted to the Regional District of Cowichan Valley;

**AND WHEREAS** the member municipality of the Corporation of the City of Duncan and the Corporation of the District Municipality of North Cowichan do not participate in the regulations pursuant to this Bylaw;

**AND WHEREAS** this bylaw is designated under Section 266.1 of the *Local Government Act* and Section 264 of the *Community Charter* as a bylaw that may be enforced by means of a tick and fines.

.../2

## 1. **DEFINITIONS**

**"Authority having jurisdiction"** means, for the purposes of this bylaw, any person designated by the Municipal Council or Regional Board of the applicable Local Government to administer or enforce this bylaw.

**"Board"** means the Board of Directors of the Cowichan Valley Regional District.

**"Bylaw Enforcement Officer"** means the person designated by the Board to administer and enforce bylaws within the Cowichan Valley Regional District.

**"Discharge"** means to fire, ignite, explode or set off or cause to be fired, ignited, exploded or set off.

**"Fire Chief"** means the Chief of the Fire Department in the jurisdiction that the public special event or festival is being held.

**"Fire Safety Plan"** means a plan detailing the procedures to protect public safety when discharging fireworks.

**"Fireworks"** means, as defined by the *Fire Works Act*, "includes cannon crackers, fireballs, firecrackers, mines, Roman candles, skyrockets, squibs, torpedoes and any other explosive designated as a firework by regulation".

**"Fireworks Discharge Permit"** means a current and valid permit in the form attached as Schedule A to this Bylaw, specifying and authorizing a person or organization to possess and discharge fireworks.

**"Livestock"** means cattle and other animals of the bovine species, horses, donkeys, mules, llamas, ostrich, swine, sheep or goats.

**"Livestock property"** means land where livestock is raised, reared or grazes.

**"Public Special Event or Festival"** means the observance or celebration of a public special event, festival or other ceremony sponsored or conducted by an organization or person.

**"Ticket"** means municipal ticket information in the form described in the *Community Charter Bylaw Enforcement Ticket Regulation*.

## 2. **APPLICATION**

This bylaw applies to the following municipalities and electoral areas in the Cowichan Valley Regional District namely, the Town of Lake Cowichan; the Town of Ladysmith; Electoral Area A – Mill Bay/Malahat; Electoral Area B – Shawnigan Lake; Electoral Area C – Cobble Hill; Electoral Area D – Cowichan Bay; Electoral Area E – Cowichan Station/Sahtlam/Glenora; Electoral Area F – Cowichan Lake South/Skutz Falls; Electoral Area G – Saltair/Gulf Islands; Electoral Area H – North Oyster/Diamond; and Electoral Area I – Youbou/Meade Creek.

## 3. **PROHIBITIONS**

- a) Except as permitted by Section 4 of this bylaw, no person shall sell or cause to be sold, keep with the intent to sell or dispose of to any person, give, or accept from another person, any fireworks.

- b) Except as permitted by Section 4 of this bylaw, no person shall discharge or facilitate the discharge of fireworks.
- .../3

#### 4. **REQUIREMENTS FOR SPECIAL EVENTS**

- a) Despite subsections 3(a) and (b), any person or organization may possess and discharge fireworks at a public special event or festival if the person or organization has a fire safety plan and holds a valid Fireworks Discharge Permit for the level appropriate to the nature of the fireworks being possessed and discharged, as confirmation of their knowledge and ability to safely possess and discharge fireworks in a sufficiently controlled environment.
- b) Fireworks Discharge Permits will be issued for one day only and must be approved by the CVRD.
- c) One day permits will be issued for the following days only: January 1<sup>st</sup>; July 1<sup>st</sup>; October 31<sup>st</sup>. Special request dates must be approved by the CVRD Board.
- d) No person shall discharge fireworks within 500 metres of a livestock property.

#### 6. **RIGHT TO ENTER**

The authority having jurisdiction may enter upon any property to exercise the authority under Section 16 of the *Community Charter* or Section 268 of the *Local Government Act*, as applicable, with respect to this bylaw.

#### 7. **PENALTIES**

A person who contravenes any of the provisions of this bylaw, or who permits any act or thing to be done in contravention or violation of any of the provisions of this bylaw, commits an offence and is liable, on summary conviction, to a fine and penalty of not less than \$50.00 and no more than the maximum permitted by law.

#### 8. **SEVERABILITY**

If any section, subsection, sentence, clause or phrase of this bylaw is for any reason found invalid by a court of competent jurisdiction, that decision shall not affect the validity of the remaining portions of this bylaw.

9. This Bylaw may be cited for all purposes as "**Cowichan Valley Regional District Bylaw No. 39 - Fireworks Sale and Discharge Regulation bylaw, 1970**".

READ A FIRST TIME this                      10<sup>th</sup>                      day of                      June, 1970.

READ A SECOND TIME this                      10<sup>th</sup>                      day of                      June, 1970.

RED A THIRD TIME this                      10<sup>th</sup>                      day of                      June, 1970.

ADOPTED this                      10<sup>th</sup>                      day of                      June, 1970.

Gerry Giles  
Chair

Joe E. Barry  
Corporate Secretary





SCHEDULE "A"  
To CVRD Bylaw No. 3633

## FIREWORKS DISCHARGE PERMIT

LOCATION: \_\_\_\_\_

DATE: \* \_\_\_\_\_

\*Date must be January 1<sup>st</sup>, July 1<sup>st</sup>, or October 31<sup>st</sup> – Special request dates must be approved by the CVRD Board.

\*July 1<sup>st</sup> date may be subject to LOCAL FIRE DEPARTMENT APPROVAL

**Fireworks may be discharged only between the hours of 6:00 pm and 12:00 midnight on July 1<sup>st</sup> or October 31<sup>st</sup>, and on January 1<sup>st</sup> between 12:00 midnight and 1:00 am.**

I, \_\_\_\_\_, have read and understand the contents of CVRD Fireworks Sale and Discharge Regulation Bylaw No. 39, and amendments, and the Fireworks Safety Awareness Information package, available at the CVRD office. I am over 19 years of age and assume responsibility for the discharge of fireworks on the date and at the location noted above. I acknowledge that fireworks are not to be discharged within 500 metres of livestock.

Name: (print) \_\_\_\_\_ Date: \_\_\_\_\_

(signature) \_\_\_\_\_

email: \_\_\_\_\_ phone: \_\_\_\_\_

This Permit is approved by: \_\_\_\_\_

CVRD Bylaw Enforcement Officer

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

**Note: The RCMP and local Fire Department will be notified of the above event.**

## STAFF REPORT TO COUNCIL

**Report Prepared By:** Erin Anderson, Director of Financial Services  
**Reviewed By:** Allison McCarrick, CAO  
**Meeting Date:** April 5, 2022  
**File No:**  
**Re:** Distribution of 2022 Property Taxes

**RECOMMENDATION:**

That Council direct staff to:

1. Prepare the 2022-2026 Financial Plan and 2022 Tax Rates bylaws based on Option 2 of the staff report dated April 5, 2022, allocating a 3.8% increase after non-market change and phasing in a Class 5 rate; and
2. Prepare the 2022 Property Tax Rates bylaw based on the "Alternative Municipal Tax Collection Scheme" with a due date of July 4, 2022 and a 2% penalty on outstanding current taxes and unclaimed home owner grants as of the end of day on July 4, 2022 and a further 8% penalty on balances outstanding as of the end of day on September 15, 2022.

**EXECUTIVE SUMMARY:**

In order to prepare the Financial Plan Bylaw, Council must determine how the revenue from property taxation is allocated across the property classes.

Below is a summary of the options presented in this report:

| Property Class            | 2021   | Option #1 | Option #2 | Option #3 |
|---------------------------|--------|-----------|-----------|-----------|
| Residential (1)           | 73.01% | 72.96%    | 73.28%    | 73.70%    |
| Utilities (2)             | 0.54%  | 0.59%     | 0.58%     | 0.57%     |
| Supportive Housing (3)    | 0.00%  | 0.00%     | 0.00%     | 0.00%     |
| Major Industry (4)        | 11.83% | 11.83%    | 11.51%    | 11.33%    |
| Light Industry (5)        | 0.86%  | 0.86%     | 1.01%     | 0.99%     |
| Business and Other (6)    | 13.51% | 13.51%    | 13.36%    | 13.15%    |
| Managed Forest Land (7)   | 0.00%  | 0.00%     | 0.00%     | 0.00%     |
| Recreation/Non-profit (8) | 0.24%  | 0.24%     | 0.25%     | 0.25%     |
| Farmland (9)              | 0.01%  | 0.01%     | 0.01%     | 0.01%     |

**PREVIOUS COUNCIL DIRECTION:**

|  |   |
|--|---|
| CS 2022-077  | That Council direct staff to prepare the 2022-2026 Financial Plan with revenues of \$9,450,931 to come from property taxation.<br>Motion Carried<br>OPPOSED: Mayor Stone and Councillors Jacobson and Johnson |
| CS 2022-076  | That Council include in the 2022-2026 Financial Plan funding to hire an Engineering Technologist starting May, 2022.<br>Motion Carried<br>OPPOSED: Councillor Jacobson  |
| <p style="text-align: center;"><b><i>From the 2021-2025 Financial Plan – Statement of Objectives &amp; Policies</i></b></p> <p><b><u>Distribution of Property Tax Rates</u></b></p> <p>The residential property class provides the largest proportion of property tax revenue. This is appropriate as this class also forms the largest portion of the assessment base and consumes the majority of Town services.</p> <p><b><i>Objectives</i></b></p> <ul style="list-style-type: none"><li>• The amount of taxes to be collected from each of the classes will be reviewed each year.</li></ul> <p><b><i>Policies</i></b></p> <ul style="list-style-type: none"><li>• Supplement, where possible, revenues from user fees and charges to help to offset the burden on the entire property tax base.</li><li>• Continue to maintain and encourage economic development initiatives designed to attract more light industry, retail and commercial businesses to invest in the community.</li><li>• Align the distribution of tax rates among the property classes with the social and economic goals of the community, particularly to encourage economic and environmental sustainability opportunities.</li><li>• Regularly review and compare the Town’s distributions of tax burden relative to other municipalities in British Columbia.</li></ul> |   |

**INTRODUCTION/BACKGROUND:**

At its previous meeting, Council approved preparing the 2022-2026 Financial Plan with \$9,450,931 to come from property taxation (municipal and police taxation). With the budget amount set, the next step is to allocate the funds across the various property classes.

BC Assessment determines the property class and the assessed value; the municipality applies a rate to the classes.

There was significant growth in both new construction (NMC) as well as an increase in the market. The overall NMC accounts for ~2.09% though there are some classes with negative growth (major industry). A summary of changes in general taxable assessed values between 2021 Assessment Roll and the 2022 Assessment Roll is below:

| <b>Property Class</b>   | <b>2021<br/>Cycle 13</b> | <b>2022 REVISED</b> | <b>2022<br/>NMC</b> | <b>% NMC</b> | <b>%<br/>Market</b> | <b>%<br/>change</b> |
|-------------------------|--------------------------|---------------------|---------------------|--------------|---------------------|---------------------|
| 1 Residential           | 1,805,647,101            | 2,483,411,201       | 61,679,800          | 3.42%        | 34.1%               | 37.54%              |
| 2 Utilities             | 1,685,200                | 2,195,570           | 332,970             | 19.76%       | 10.53%              | 30.29%              |
| 3 Supportive<br>Housing | -                        | -                   | -                   | -            | -                   | -                   |
| 4 Major Industry        | 11,679,700               | 12,397,600          | - 78,000            | -0.67%       | 6.81%               | 6.15%               |
| 5 Light Industry        | 6,831,100                | 8,269,300           | 450,200             | 6.59%        | 14.46%              | 21.05%              |
| 6 Business/Other        | 104,946,650              | 125,817,400         | 1,414,800           | 1.35%        | 18.54%              | 19.89%              |
| 7 Managed Forest        | 7,600                    | 6,700               | - 800               | -10.53%      | -1.32%              | -11.84%             |
| 8 Rec/Non-Profit        | 10,528,000               | 12,079,000          | 466,000             | 4.43%        | 10.31%              | 14.73%              |
| 9 Farm Land             | 30,048                   | 27,528              | -2,520              | -8.39%       | 0.00%               | -8.39%              |

*Source: BC Assessment NMC Roll Comparison by Property Class, 2022 Net General Taxable Values – printed 23/Mar/2022*

In summary:

|   |             |
|---|-------------|
| 2022 Budget increase                      | 5.9%        |
| Less NMC                                  | <u>2.1%</u> |
| Net Property Tax Increase (Town purposes) | 3.8%        |

There are 3 options presented to allocate the \$9,450,931:

- Option 1 – same percentage as 2021 after Class 5 phased in
- Option 2 – all classes allocated 3.8% after non-market change
- Option 3 – half the increase of residential class to Class 4, 5 & 6

Following each option presented is the impact to an average single-family residential property with an assessed value of \$644,000 in 2022, up approximately 34.1% in market value over 2021 as well as a median non-exempt commercial property valued at \$480,150 in 2022, up 18.54%. Where necessary, the Residential Class absorbs any shifting to be consistent with BC Reg 329/96<sup>1</sup>.

<sup>1</sup> BC Reg 329/96 within the *Community Charter* states that Class 2 Utilities tax levy not exceed the greater of \$40 for each \$1,000 and not to exceed 2.5 times the Class 6 Business/Other Rate.

**Option 1 – same percentage as 2021**

If each property class were levied the same percentage of the \$9,450,931 as they were in 2021, the levies would be:

| Class |                     | 2022 Levy (\$) | 2022 Levy (%) | Multiple |
|-------|---------------------|----------------|---------------|----------|
| 1     | Residential         | 6,895,512      | 72.96%        | 1.00     |
| 2     | Utilities           | 55,687         | 0.59%         | 9.13     |
| 3     | Supportive          | 0              | 0.00%         | 0.00     |
| 4     | Major Industry      | 1,117,613      | 11.83%        | 32.47    |
| 5     | Light Industry      | 81,263         | 0.86%         | 3.54     |
| 6     | Commercial          | 1,276,450      | 13.51%        | 3.65     |
| 7     | Managed Forest Land | 215            | 0.00%         | 11.56    |
| 8     | Rec/Non-Profit      | 23,113         | 0.24%         | 0.69     |
| 9     | Farm Land           | 1,079          | 0.01%         | 14.12    |

Council may recall that the Class 5 experienced a significant shift in 2021 and, as a result, the Class 5 rate was phased-in over two years. This option does not consider the Class 5- phase in nor does it include growth in the class.

The impact would be:

|                 |        |       |
|-----------------|--------|-------|
| Net Change      | \$     | %     |
| Average SFD     | 56.20  | 3.25% |
| Median Business | 229.82 | 4.95% |

**Option #2 – all classes allocated the 3.8% after non-market change and phased-in Class 5**

If each property class was allocated 3.8% of budget increase after NMC and after the Class 5 phase in, the levies would be:

| Class |                     | 2022 Levy (\$) | 2022 Levy (%) | Multiple |
|-------|---------------------|----------------|---------------|----------|
| 1     | Residential         | 6,925,194      | 73.28%        | 1.00     |
| 2     | Utilities           | 55,077         | 0.58%         | 9.00     |
| 3     | Supportive          | 0              | 0.00%         | 0.00     |
| 4     | Major Industry      | 1,088,121      | 11.51%        | 31.47    |
| 5     | Light Industry      | 95,302         | 1.01%         | 4.13     |
| 6     | Commercial          | 1,262,483      | 13.36%        | 3.60     |
| 7     | Managed Forest Land | 199            | 0.00%         | 10.67    |
| 8     | Rec/Non-Profit      | 23,580         | 0.25%         | 0.70     |
| 9     | Farm Land           | 976            | 0.01%         | 12.71    |

The impact would be:

|                 |        |       |
|-----------------|--------|-------|
| Net Change      | \$     | %     |
| Average SFD     | 63.90  | 3.69% |
| Median Business | 176.52 | 3.80% |

**Option #3 – half the increase of residential class to Class 4, 5 & 6**

Previous policy direction was to increase Classes 4, 5 and 6 by half of the residential class increase.

| Class |                     | 2022 Levy (\$) | 2022 Levy (%) | Multiple |
|-------|---------------------|----------------|---------------|----------|
| 1     | Residential         | 6,963,892      | 73.70%        | 1.00     |
| 2     | Utilities           | 54,218         | 0.57%         | 8.81     |
| 3     | Supportive          | 0              | 0.00%         | 0.00     |
| 4     | Major Industry      | 1,071,150      | 11.33%        | 30.81    |
| 5     | Light Industry      | 93,989         | 0.99%         | 4.05     |
| 6     | Commercial          | 1,242,794      | 13.15%        | 3.52     |
| 7     | Managed Forest Land | 200            | 0.00%         | 10.67    |
| 8     | Rec/Non-Profit      | 23,707         | 0.25%         | 0.70     |
| 9     | Farm Land           | 981            | 0.01%         | 12.71    |

The impact would be:

|                 |        |       |
|-----------------|--------|-------|
| Net Change      | \$     | %     |
| Average SFD     | 73.93  | 4.27% |
| Median Business | 101.38 | 2.18% |

**Comparisons**

Part of the Policy is to review the Town's tax rates in comparison to other municipalities. Ladysmith is unique in the fact that we have many services within the municipality that are often the responsibility of the regional district, such as water, sewer and recreation or have a larger population to share the costs. Using the regular list of comparator municipalities (Sidney, Lake Country, Qualicum Beach, Sechelt, Peachland, Summerland, Parksville, Nelson, Ladysmith, Osoyoos, Duncan, Powell River, Castlegar, Creston, and Trail) the Town ranks as follows in 2021:

| Comparison Municipalities (Attachment A) | Ladysmith | Rank (low to high) | Average |
|--|-----------|--------------------|---------|
| Based on Residential Variable Tax Rate   | 3,224     | 9/15               | 3,222   |
| Based on Residential Total Charges       | 5,066     | 14/15              | 4,363   |

The residential variable tax rate is an adequate comparator. The total residential charges (taxes, parcel taxes and utility charges) is not necessarily a good comparison, though, as the services and rates can be selective.

| <b>Comparison Municipalities (Attachment B)</b>       | Ladysmith | Rank<br>(low to high) | Average |
|---|-----------|-----------------------|---------|
| Residential Percentage of Total taxes                 | 72%       | 6/15                  | 70%     |
| Residential Percentage of Total Assessment            | 93%       | 10/15                 | 88%     |
| Business Percentage of Total taxes                    | 13%       | 7/15                  | 16%     |
| Business Percentage of Total Assessment               | 5%        | 5/15                  | 9%      |
| Major Industry Percentage of Total taxes <sup>2</sup> | 12%       | 1/4                   | 28%     |
| Major Industry Percentage of Total Assessment         | 1%        | 1/4                   | 7%      |

If the comparison municipalities are not used, the breakdown of the Assessment Roll is a good comparator. In Ladysmith, nearly the entire Assessment Roll comes from Residential (93%), Business (5%) and Major Industry (1%) classes. Ladysmith is the only municipality with this ratio, so further comparisons are required (see Attachment C):

|                          | % of<br>Assessment<br>Roll | Ladysmith % of<br>Tax Levy | Average %<br>of<br>Tax Levy | Rank<br>(low to high) |
|--------------------------|----------------------------|----------------------------|-----------------------------|-----------------------|
| Major Industry (Class 4) | 1%                         | 12%                        | 6%                          | 12/12                 |
| Business/Other (Class 6) | 5%                         | 13%                        | 9%                          | 12/13                 |
| Residential (Class 1)    | 93%                        | 72%                        | 78%                         | 2/9                   |

A comparison between actual tax rates or average assessed value is not a good comparison as the higher the property value, the lower the tax rate. For example, the average house in the District of West Vancouver in 2021 was \$2,966,263 with a municipal tax rate of 1.542303.

### ***Property Tax Due Date***

The *Community Charter* states that property taxes are due July 2<sup>nd</sup> for the general tax collection scheme<sup>4</sup> (July 4<sup>th</sup> this year due to the weekend). As was done in 2021, staff recommend that Council allocate the legislative penalty amount of 10% across two dates: end of day July 4<sup>th</sup> at 2%; and end of day September 15<sup>th</sup> at 8%. Though this does result in less penalty revenue, the budget was reduced accordingly.

<sup>2</sup> Only 4 of the comparator municipalities have class 4 assessments

<sup>3</sup> Source: *Province of BC – Municipal tax rates and tax burden*, <https://www2.gov.bc.ca/gov/content/governments/local-governments/facts-framework/statistics/tax-rates-tax-burden>, sourced March 24, 2022.

<sup>4</sup> *Community Charter* s.234(1)

### **ALTERNATIVES**

1. Council could reduce the overall budget by reducing services. The specific service must be identified to calculate the impact.
2. Council could reduce the asset renewal allocation, currently at 5%, to 4%, which reduces the overall budget by \$75,653. For budget purposes, the values from property taxation would be \$9,375,278, which is a property tax increase of 2.97%.
3. If Council wishes a property tax increase under 2%, a total \$164,833 would need to be cut from the budget, resulting in the values from property taxes for budget purposes of \$9,286,098 or a property tax increase of 1.99%.

### **FINANCIAL IMPLICATIONS:**

As discussed throughout this report.

The Town has only received the tax requisition from the Library, which requests an additional \$17,768, or 4% increase. Other rates and requisitions will be received over the coming weeks.

### **LEGAL IMPLICATIONS:**

The *Community Charter* s.165 requires the Financial Plan. One of the requirements is setting the Objectives and Policies of the municipality. These include:

- Total Revenue from each funding source
- Distribution of property value taxes among the property classes
- Use of Permissive Tax Exemptions

The Financial Plan and the Property Tax Rates bylaws must be adopted by May 15<sup>th</sup> (May 12<sup>th</sup> in 2022 due to May 15<sup>th</sup> falling on a non-business day).

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

Council discusses the Financial Plan in open Council meetings and the public is encouraged to participate.

### **INTERDEPARTMENTAL INVOLVEMENT/IMPLICATIONS:**

Property taxes fund much of the Town's operations.

### **ALIGNMENT WITH SUSTAINABILITY VISIONING REPORT:**

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



**ALIGNMENT WITH STRATEGIC PRIORITIES:**

☐ Infrastructure

☒ Economy

☐ Community

☐ Not Applicable

☐ Waterfront

***I approve the report and recommendations.***

**Allison McCarrick, Chief Administrative Officer**

**ATTACHMENTS:**

- A. Comparison based on Residential Variable Tax Rate – 2021
- B. Tax Burden on Residential Property – 2021
- C. Similar Percentage of Assessment to Ladysmith - 2021

**Attachment A - Comparison based on Residential Variable Tax Rate - 2021**

| <b>Municipality</b> | <b>House Value</b> | <b>Total Residential Variable Rate Taxes</b> | <b>Total Residential Property Taxes and Charges</b> |
|---------------------|--------------------|--|---|
| Sidney              | 795,526            | 3,572  | 4,508   |
| Lake Country        | 759,171            | 3,856  | 4,948   |
| Qualicum Beach      | 688,660            | 4,187  | 4,848   |
| Sechelt             | 668,826            | 3,692  | 5,168   |
| Peachland           | 625,017            | 3,131  | 4,607   |
| Summerland          | 581,965            | 3,034  | 4,827   |
| Parksville          | 529,355            | 3,442  | 4,207   |
| Nelson              | 518,696            | 3,695  | 4,975   |
| Ladysmith           | 483,347            | 3,224  | 5,066   |
| Osoyoos             | 466,563            | 2,443  | 3,440   |
| Duncan              | 399,305            | 2,896  | 3,668   |
| Powell River        | 383,653            | 3,346  | 4,240   |
| Castlegar           | 353,410            | 2,447  | 3,568   |
| Creston             | 286,608            | 2,974  | 4,034   |
| Trail               | 254,045            | 2,394  | 3,343   |
| AVERAGE             | 519,610            | 3,222  | 4,363   |

*Source: Province of BC – Municipal tax rates and tax burden,*

<https://www2.gov.bc.ca/gov/content/governments/local-governments/facts-framework/statistics/tax-rates-tax-burden>, sourced March 24, 2022

### Attachment B – Tax Burden on Residential Property

| Row Labels        | Residential<br>% Total<br>Taxes | Residential<br>% Total<br>Assessment | Business<br>% Total<br>Taxes | Business<br>% Total<br>Assessment | Major<br>Industry<br>% Total<br>Taxes | Major<br>Industry<br>% Total<br>Assessment |
|-------------------|---------------------------------|--------------------------------------|------------------------------|-----------------------------------|---------------------------------------|--|
| Castlegar         | 29                              | 77                                   | 18                           | 12                                | 21                                    | 4  |
| Creston           | 75                              | 89                                   | 16                           | 9                                 | -                                     | -  |
| Duncan            | 55                              | 77                                   | 41                           | 23                                | -                                     | -  |
| Ladysmith         | 72                              | 93                                   | 13                           | 5                                 | 12                                    | 1  |
| Lake<br>Country   | 86                              | 95                                   | 9                            | 3                                 | -                                     | -  |
| Nelson            | 69                              | 84                                   | 23                           | 11                                | -                                     | -  |
| Osoyoos           | 80                              | 88                                   | 16                           | 11                                | -                                     | -  |
| Parksville        | 74                              | 89                                   | 24                           | 11                                | -                                     | -  |
| Peachland         | 92                              | 96                                   | 6                            | 3                                 | -                                     | -  |
| Powell River      | 65                              | 89                                   | 16                           | 7                                 | 16                                    | 4  |
| Qualicum<br>Beach | 89                              | 96                                   | 9                            | 4                                 | -                                     | -  |
| Sechelt           | 84                              | 94                                   | 12                           | 6                                 | -                                     | -  |
| Sidney            | 72                              | 87                                   | 22                           | 10                                | -                                     | -  |
| Summerland        | 87                              | 94                                   | 9                            | 4                                 | -                                     | -  |
| Trail             | 26                              | 70                                   | 8                            | 10                                | 61                                    | 18   |
| AVERAGE           | 70                              | 88                                   | 16                           | 9                                 | 7                                     | 2  |

*Source: Province of BC – Municipal tax rates and tax burden.*

<https://www2.gov.bc.ca/gov/content/governments/local-governments/facts-framework/statistics/tax-rates-tax-burden>, sourced March 24, 2022

### Attachment C – Similar Percentage of Assessment to Ladysmith

| <b>Class 4</b><br><b>1% of assessments</b> | <b>% of the Tax Levy</b> |
|--|--------------------------|
| Hudson's Hope                              | 1                        |
| Port McNeill                               | 1                        |
| Fort St. John                              | 3                        |
| Dawson Creek                               | 4                        |
| Golden                                     | 5                        |
| Esquimalt                                  | 7                        |
| Merritt                                    | 8                        |
| North Vancouver - D                        | 8                        |
| Delta                                      | 9                        |
| Smithers                                   | 10                       |
| North Vancouver - C                        | 11                       |
| Ladysmith                                  | 12                       |

| <b>Class 6</b><br><b>5% of the assessments</b> | <b>% of the Tax Levy</b> |
|--|--------------------------|
| Taylor   | 2                        |
| Slocan   | 5                        |
| Fraser Lake                                    | 6                        |
| Port Alice                                     | 7                        |
| White Rock                                     | 8                        |
| Rossland                                       | 9                        |
| Spallumcheen                                   | 10                       |
| Lake Cowichan                                  | 11                       |
| Salmo  | 11                       |
| Kimberley                                      | 12                       |
| Tahsis   | 12                       |
| Ladysmith                                      | 13                       |
| Sooke  | 14                       |

| <b>Class 1</b><br><b>93% of the assessments</b> | <b>% of the Tax Levy</b> |
|---|--------------------------|
| North Saanich                                   | 69                       |
| Ladysmith                                       | 72                       |
| Highlands                                       | 74                       |
| Saanich   | 75                       |
| Kaslo   | 80                       |
| Silverton                                       | 82                       |
| Sun Peaks                                       | 82                       |
| New Denver                                      | 83                       |
| West Kelowna                                    | 84                       |

*Source: Province of BC – Municipal tax rates and tax burden,*  
<https://www2.gov.bc.ca/gov/content/governments/local-governments/facts-framework/statistics/tax-rates-tax-burden>,  
 sourced March 24, 2022

**TOWN OF LADYSMITH**

**BYLAW NO. 2105**

**A Bylaw to Dedicate 1250 Churchill Place as Park**

---

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

1. Lot 2, District Lot 97, Oyster District, Plan EPP117980, is hereby dedicated as park pursuant to section 30 of the *Community Charter*.

**Citation**

2. This Bylaw may be cited for all purposes as "Park Dedication Bylaw (1250 Churchill Place) 2022, No. 2105".

|   |                         |       |        |
|---|-------------------------|-------|--------|
| <b>READ A FIRST TIME</b> on the         | 15 <sup>th</sup> day of | March | , 2022 |
| <b>READ A SECOND TIME</b> on the        | 15 <sup>th</sup> day of | March | , 2022 |
| <b>READ A THIRD TIME</b> on the         | 15 <sup>th</sup> day of | March | , 2022 |
| <b>ADOPTED WITH 2/3 MAJORITY</b> on the | day of                  |       | ,2022  |

---

Mayor (A. Stone)

---

Corporate Officer (D. Smith)

**TOWN OF LADYSMITH**

**BYLAW NO. 2087**

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

---

The Council of the Town of Ladysmith in open meeting assembled enacts the following amendments to "Official Community Plan Bylaw 2003, No. 1488":

1. Map 1 – Land Use: Is amended to change the Land Use Designation for of the eastern portion of The West 1/2 of the South 1/2 Of District Lot 97, Oyster District, Except Parts in Plans 24414, 26836, 27412 And VIP60630 (1260 Churchill Place) from Single Family Residential to Multi-family Residential and Parks and Open Spaces as shown on Schedule A attached to and forming a part of this bylaw.
2. Map 2 Development Permit Areas: Is amended to apply the Multi-Unit Residential Development Permit Area to the portion of The West 1/2 of the South 1/2 Of District Lot 97, Oyster District, Except Parts in Plans 24414, 26836, 27412 And VIP60630 (1260 Churchill Place) to be designated Multi-family Residential as noted in section 1 and shown on Schedule A attached to and forming a part of this bylaw.

**Citation**

3. This Bylaw may be cited for all purposes as "Official Community Plan Bylaw 2003, No. 1488, Amendment Bylaw (No. 68) 2021, No. 2087".

|  |                 |          |           |      |
|--|-----------------|----------|-----------|------|
| <b>READ A FIRST TIME</b> on the  | 5 <sup>th</sup> | day of   | October,  | 2021 |
| <b>READ A SECOND TIME</b> on the   | 5 <sup>th</sup> | day of   | October,  | 2021 |
| <b>PUBLIC HEARING</b> held pursuant to the provisions of the <i>Local Government Act</i> |                 |          |           |      |
| on the   | 2 <sup>nd</sup> | day of   | November, | 2021 |
| <b>READ A THIRD TIME</b> on the  | 2 <sup>nd</sup> | day of   | November, | 2021 |
| <b>ADOPTED</b> on the  |                 | day of , |           |      |

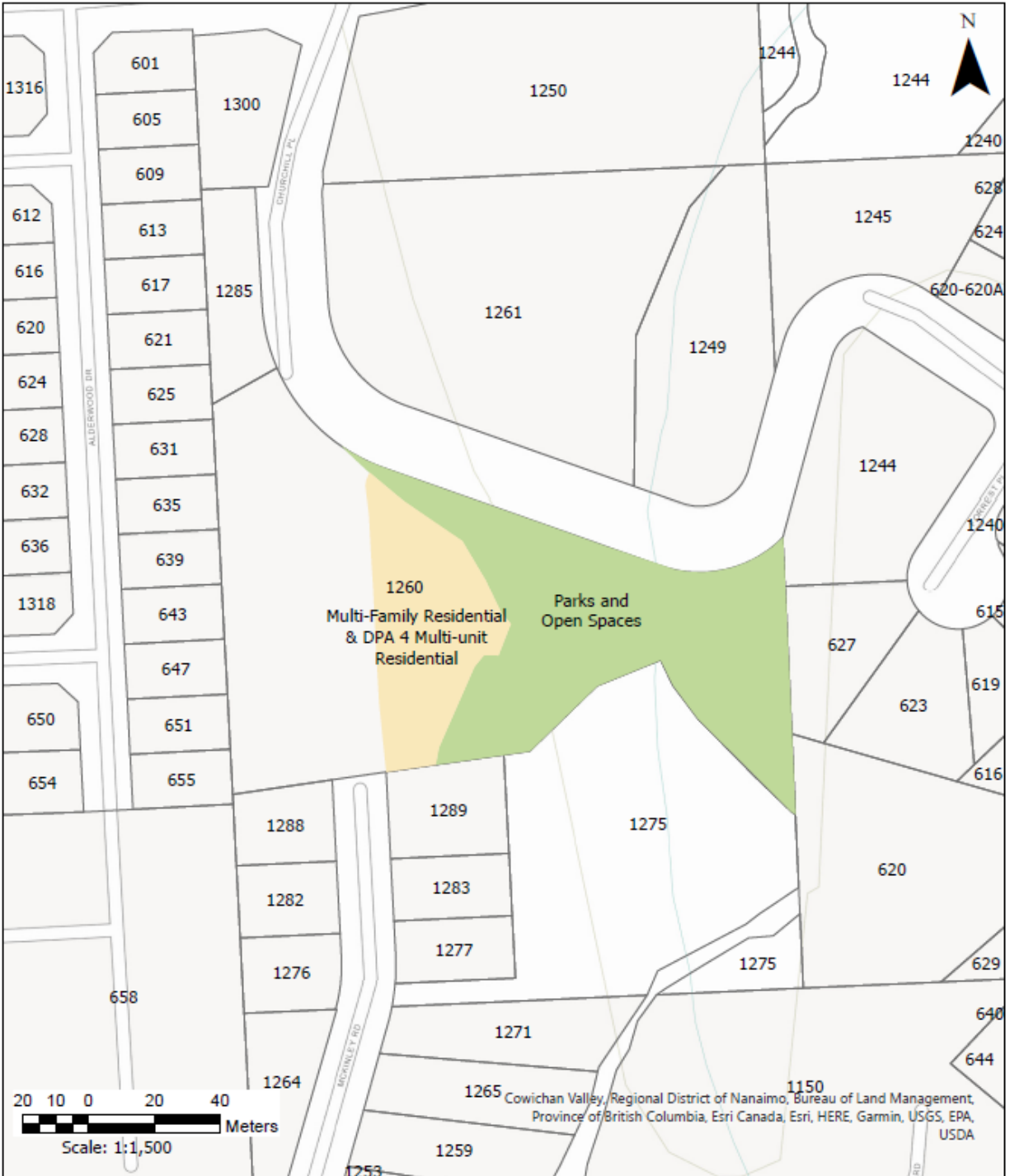
---

Mayor (A. Stone)

---

Corporate Officer (D. Smith)

## Schedule A



**TOWN OF LADYSMITH**

**BYLAW NO. 2088**

**A Bylaw to amend “Town of Ladysmith Zoning Bylaw 2014, No. 1860”**

---

The Council of the Town of Ladysmith in open meeting assembled enacts the following amendments to “Town of Ladysmith Zoning Bylaw 2014, No. 1860”:

1. Schedule B – Zoning Bylaw Map is amended to change the zoning for The West 1/2 of the South 1/2 Of District Lot 97, Oyster District, Except Parts in Plans 24414, 26836, 27412 And VIP60630 (1260 Churchill Place) from Single Dwelling Residential (R-1) to Single Dwelling Residential Small Lot C (R-1-C), Medium Density Residential (R-3) and Nature Park (P-3) as shown on Schedule A, attached to and forming a part of this bylaw.

**Citation**

2. This Bylaw may be cited for all purposes as “Town of Ladysmith Zoning Bylaw 2014, No. 1860, Amendment Bylaw (No. 44) 2021, No. 2088”.

|  |                  |          |           |      |
|--|------------------|----------|-----------|------|
| <b>READ A FIRST TIME</b> on the  | 5 <sup>th</sup>  | day of   | October,  | 2021 |
| <b>READ A SECOND TIME</b> on the   | 5 <sup>th</sup>  | day of   | October,  | 2021 |
| <b>PUBLIC HEARING</b> held pursuant to the provisions of the <i>Local Government Act</i> |                  |          |           |      |
| on the   | 2 <sup>nd</sup>  | day of   | November, | 2021 |
| <b>READ A THIRD TIME</b> on the  | 2 <sup>nd</sup>  | day of   | November, | 2021 |
| <b>APPROVED</b> by the Ministry of Transportation & Infrastructure                       |                  |          |           |      |
| on the   | 29 <sup>th</sup> | day of   | November, | 2021 |
| <b>ADOPTED</b> on the  |                  | day of , |           |      |

---

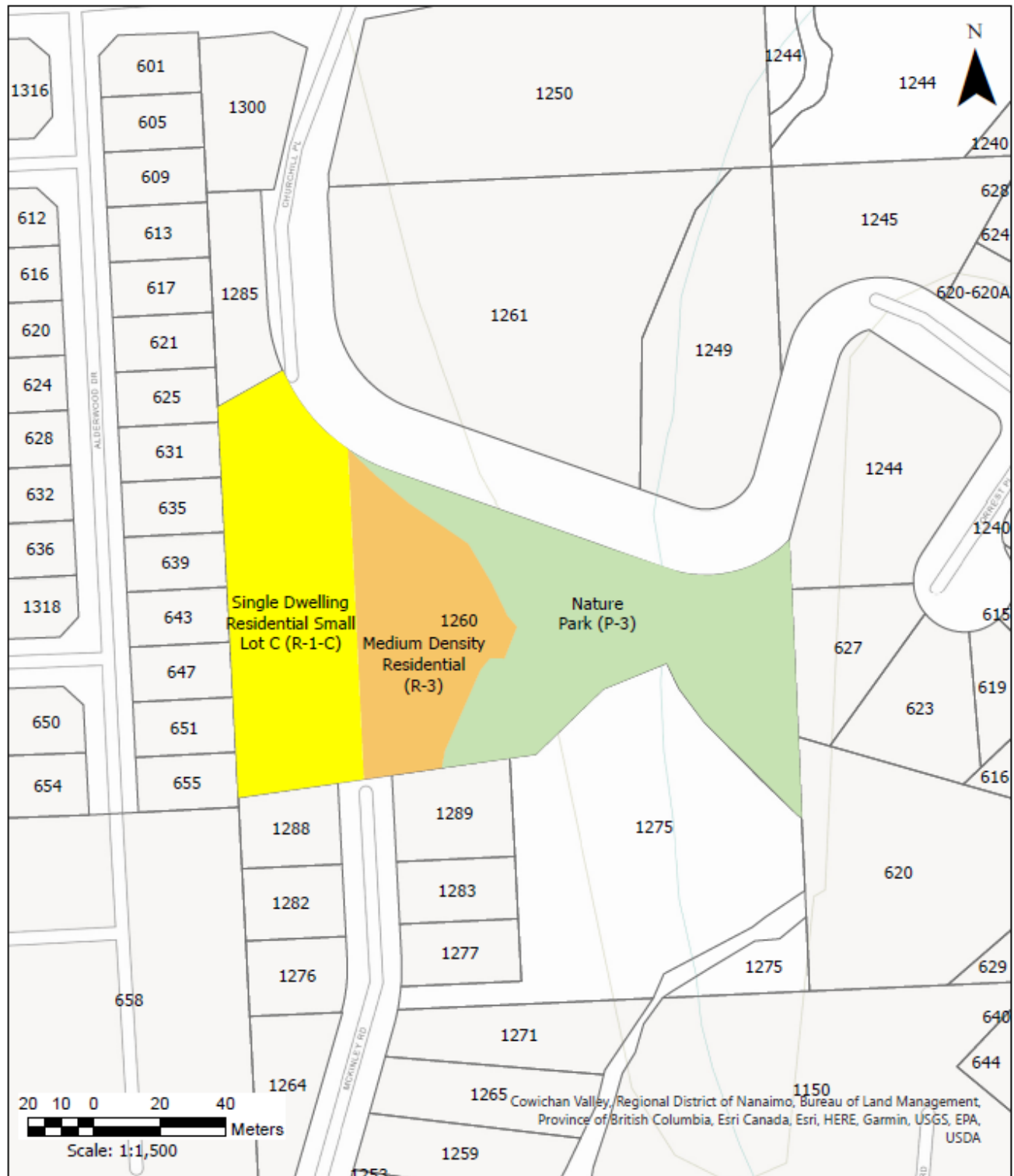
Mayor (A. Stone)

---

Corporate Officer (D. Smith)



## Schedule A



**TOWN OF LADYSMITH**

**BYLAW NO. 2088**

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

---

The Council of the Town of Ladysmith in open meeting assembled enacts the following amendments to "Town of Ladysmith Zoning Bylaw 2014, No. 1860":

1. Schedule B – Zoning Bylaw Map is amended to change the zoning for The West 1/2 of the South 1/2 Of District Lot 97, Oyster District, Except Parts in Plans 24414, 26836, 27412 And VIP60630 (1260 Churchill Place) from Single Dwelling Residential (R-1) to Single Dwelling Residential Small Lot C (R-1-C), Medium Density Residential (R-3) and Nature Park (P-3) as shown on Schedule A, attached to and forming a part of this bylaw.

**Citation**

2. This Bylaw may be cited for all purposes as "Town of Ladysmith Zoning Bylaw 2014, No. 1860, Amendment Bylaw (No. 44) 2021, No. 2088".

**READ A FIRST TIME** on the 5<sup>th</sup> day of October, 2021  
**READ A SECOND TIME** on the 5<sup>th</sup> day of October, 2021  
**PUBLIC HEARING** held pursuant to the provisions of the *Local Government Act*  
on the 2<sup>nd</sup> day of November, 2021  
**READ A THIRD TIME** on the 2<sup>nd</sup> day of November, 2021  
**APPROVED** by the Ministry of Transportation & Infrastructure  
on the day of ,  
**ADOPTED** on the day of ,

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

this 29<sup>th</sup> day of November 2021  
Ministry of Transportation and Infrastructure



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

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

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

## TOWN OF LADYSMITH

### BYLAW NO. 2089

#### **A Bylaw to Authorize a Housing Agreement.**

---

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

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

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

1. The Council of the Town of Ladysmith hereby authorizes the Mayor and Corporate Officer to enter into an Agreement, on behalf of the Town of Ladysmith, in substantially the form attached hereto as Schedule A; which sets out terms and conditions of the occupancy of the housing unit identified in the Agreement (the "Housing Agreement"). The land identified in the Agreement is legally described as "The West 1/2 of the South 1/2 Of District Lot 97, Oyster District, Except Parts in Plans 24414, 26836, 27412 And VIP60630".
2. Upon execution of the Agreement by the Mayor and Corporate Officer and application of the seal of the Town of Ladysmith, this Agreement shall be validly entered into as authorized by this Bylaw.
3. **Citation**  
This bylaw may be cited for all purposes as "Housing Agreement Bylaw 2021, No. 2089".

**READ A FIRST TIME** on the 5<sup>th</sup> day of October, 2021

**READ A SECOND TIME** on the 5<sup>th</sup> day of October, 2021

**READ A THIRD TIME** on the 5<sup>th</sup> day of October, 2021

**ADOPTED** on the day of ,

---

Mayor (A.Stone)

---

Corporate Officer (D. Smith)

## SCHEDULE A

### TERMS OF INSTRUMENT - PART 2

---

#### HOUSING AGREEMENT, 219 COVENANT, AND RENT CHARGE

##### WHEREAS:

- A. The Owner is the registered owner in fee-simple of those lands and premises located within the Town of Ladysmith, in the Province of British Columbia, more particularly described as:
- PID 009-473-505  
The West 1/2 Of The South 1/2 Of District Lot 97, Oyster District,  
Except Parts In Plans 24414, 26836, 27412 And VIP 6063
- (the "Lands")
- B. Section 219 of the *Land Title Act* permits the registration of a covenant of a negative or positive nature in favour of the Town of Ladysmith (the "Town") in respect of the use of land or construction on land;
- C. The parties wish to enter into this Agreement to provide for an affordable housing unit on the Land on the terms and conditions set out in this Agreement, and this Agreement is both a covenant under section 219 of the *Land Title Act* and a housing agreement under section 483 of the *Local Government Act*.

**THIS AGREEMENT** is evidence that in consideration of the mutual promises contained in it and in consideration of the payment of \$2.00 by the Town to the Owner, the receipt and sufficiency of which is hereby acknowledged by the Owner, the parties agree as follows:

#### PART I – DEFINITIONS

1. In this Agreement the following words have the following meanings:
- a. "Affordable Housing Unit" means a Dwelling Unit with no less than two bedrooms and no smaller than one thousand two hundred (1,200) square feet, and designated as an affordable housing unit in accordance with Part II herein to be used, occupied and Disposed of in accordance with this Agreement;
  - b. "Agreement" means this Housing Agreement and Covenant;
  - c. "CCPI" means the Core Consumer Price Index for Canada published from time to time by the Bank of Canada, or its successor in function;

- d. "Daily Amount" means \$500.00 per day as of December 31, 2021 adjusted thereafter by an amount determined by multiplying \$500.00 by the percentage change in the CCPI since December 31, 2021 to January 1 of the year that a written notice is delivered to the Owner by the Town pursuant to section 21 herein;
- e. "Dispose" means to transfer land by any method, and includes assign, give, sell, grant, charge, convey, bequeath, devise, lease, rent or sublet, divest, release, and agree to do any of those things;
- f. "Dwelling Units" means all residential dwelling units located or to be located on the Land whether those dwelling units are lots, strata lots or parcels, or parts or portions thereof, into which ownership or right of possession or occupation of the Land may be Subdivided (hereinafter defined);
- g. "General Instrument" means the Form C under the Land Title (Transfer Forms) Regulation, to which this Agreement is attached;
- h. "General Instrument Parcel" means the area of the legal parcel described in Item 2 of the General Instrument as at the date of registration of the General Instrument in the LTO;
- i. "Interest" means the property interest of the Owner in the Affordable Housing Unit;
- j. "LTO" means the Victoria Land Title Office, or its successor;
- k. "Owner" means the Transferor described in the General Instrument and any subsequent owner of the Land or of any part into which the Land is Subdivided, and includes any person who is a registered owner in fee simple of the Affordable Housing Unit from time to time;
- l. "Qualified Person" means an individual who meets the criteria stated in Schedule "A" to this Agreement;
- m. "Permitted Encumbrances" means the permitted encumbrances listed in Schedule "B" to this Agreement;
- n. "RFR" means a right of first refusal and option to purchase the Land granted or to be granted by the Owner to the Town;
- o. "Subdivide" means to divide, apportion, consolidate or subdivide the Land, or the ownership or right to possession or occupation of the Land into two or more lots, strata lots, parcels, parts, portions or shares, whether by plan, descriptive words or otherwise, under the *Land Title Act*, the *Strata Property Act*, or otherwise, and includes the creation, conversion, organization or development of "cooperative units" or "shared interests in land" as defined in the *Real Estate Act*;
- p. "Tenancy Agreement" means a tenancy agreement, lease, licence or other agreement granting rights to occupy the Affordable Housing Unit; and
- q. "Tenant" means an occupant of the Affordable Housing Unit by way of a Tenancy Agreement.

## **PART II – USE OF LAND AND CONSTRUCTION OF AFFORDABLE HOUSING UNIT**

2. The Owner covenants and agrees with the Town that:
  - a. the Land will not be developed and no building or structure will be constructed on the Land unless:
    - i. as part of the construction and development of any such building or structure, the Owner also designs and constructs to completion, in accordance with a building permit issued by the Town and in accordance with any development permit issued by the Town, an Affordable Housing Unit on the Land; and
    - ii. an RFR is fully registered against title to the Land in the LTO, with priority as set out in section 2(c) herein;
  - b. the Owner will at all times ensure that the Land is used and occupied in compliance with all statutes, laws, regulations, and orders of any authority having jurisdiction and without limiting the generality of the foregoing all bylaws of the Town and all federal, provincial, municipal or local laws, statutes or ordinances relating to environmental matters, including all rules, regulations, policies, guidelines, criteria or the like promulgated under or pursuant to any such laws; and
  - c. the Owner will do everything necessary, at the Owner's expense, to ensure that this Agreement and the RFR will be registered against title to the Land in priority to all charges and encumbrances which may have been registered or are pending registration against title to the Land save and except those specifically approved in writing by the Town or in favour of the Town.
3. The Owner will not apply for a discharge of this Agreement pursuant to section 6 in respect of any Dwelling Unit, and the Town will be under no obligation to provide such discharge, unless at the time that the Owner applies for the discharge the Owner is not in breach of any of its obligations under this Agreement and there is a Dwelling Unit on the Land which is designated as an Affordable Housing Unit pursuant to section 4 and for which occupancy permits have been issued by the Town and which are and always have been used, occupied and Disposed of in compliance with this Agreement.
4. An application for Affordable Housing Unit designation must be made by the Owner by written notice delivered to the Town and is irrevocable by the Owner upon receipt by the Town of the written notice, but no designation is effective unless and until the Town confirms in writing that the location and the size of the Dwelling Unit is approved by the Town for an Affordable Housing Unit, acting reasonably as a local government. If in the sole discretion of the Town the Owner has failed within a reasonable time to make application for an Affordable Housing Unit designation as required by this Agreement, the Town may in its sole discretion make such designation.
5. The Parties agree that once the Owner has complied with section 2(a), and provided the Owner is in compliance with section 3 and 4, this Agreement is intended only to apply to that portion of the Lands or any parcel into which the Lands have been Subdivided that contains the Affordable Housing Unit.

6. Subject to section 3, at the request of the Owner and at the Owner's sole expense, the Town will deliver to the Owner discharges of this Agreement in registrable form for each Dwelling Unit within the General Instrument Parcel:
  - a. that is a separate legal parcel; and
  - b. is not an Affordable Housing Unit.

### **PART III – USE AND OCCUPANCY OF AFFORDABLE HOUSING UNIT**

7. Unless the Town has permitted the Owner to rent out the Affordable Housing Unit in accordance with section 16 of this Agreement, the owner of the Affordable Housing Unit must occupy the unit for six months plus a day out of each calendar year. Those owners who wish to leave for a finite time of more than 12 months over two calendar years will have the opportunity to apply for an exemption to the Town, such exemption not to be unreasonably withheld.

### **PART IV – DISPOSITION OF THE AFFORDABLE HOUSING UNIT**

8. In this Part, the following words have the following meanings:
  - a. "Affordable Rate" means a rate determined from time-to-time by the Town's corporate officer in its sole discretion with reference to BC Government guidelines, if any;
  - b. "Appraisal Review Period" has the meaning stated in section 13(c) of this Agreement;
  - c. "Appraiser" means an appraiser accredited by the Appraisal Institute of Canada and duly qualified to appraise the Affordable Housing Unit;
  - d. "Below Market Value" means seventy (70%) percent of the Fair Market Value of the Affordable Housing Unit from time to time;
  - e. "Fair Market Value" of the Affordable Housing Unit means the purchase price from time to time which a willing purchaser would pay to a willing vendor, dealing at arm's length from each other, for the "Affordable Housing Unit, unencumbered with the exception of Permitted Encumbrances, as determined in accordance with section 13 of this Agreement;
9. The Owner will not Dispose of its Interest in the Affordable Housing Unit except in accordance with the terms and conditions set out in this Agreement and the RFR.
10. The Owner will only sell, assign, or otherwise transfer the Interest in the Affordable Housing Unit:
  - a. to a Qualified Person;
  - b. for price that is Below Market Value; and
  - c. subject to this Agreement and the RFR.

11. The Owner will give prior written notice of this Agreement and the RFR to any person to whom it proposes to Dispose of the Interest in the Affordable Housing Unit.
12. If at any time the Owner wishes to sell, assign or otherwise transfer the Affordable Housing Unit, the Owner will do so in accordance with a bona fide arm's length agreement of purchase and sale (or as a court may order in a proceeding to enforce a mortgage of the Affordable Housing Unit) and the Owner will, prior to:
  - a. listing or offering the Affordable Unit for sale; or
  - b. accepting an offer to purchase the Affordable Unit,deliver to the Town written notice of their intention to sell the Affordable Housing Unit, such notice to be in the form required by the Town.
13. Fair Market Value and Below Market Value will be determined in accordance with the following:
  - a. Within 7 days after the Owner notifies the Town of their intention to sell the Affordable Housing Unit, the Owner will select an Appraiser to be retained by the Owner to undertake an appraisal (the "**Owner Appraisal**") of the Fair Market Value of the Affordable Unit. The Owner will deliver a copy of the Owner Appraisal to the Town within 7 days after the Owner receives the Owner Appraisal.
  - b. If the Owner and the Town agree within 7 days after the Owner Appraisal is delivered to the Town that the Fair Market Value of the Affordable Housing Unit is as stated in the Owner Appraisal, the Fair Market Value stated in the Owner Appraisal, less thirty (30) percent will be the maximum price at which the Owner will be permitted to sell the Affordable Housing Unit during a period of 6 months commencing on the effective date of the Owner Appraisal.
  - c. If the Owner and the Town do not agree within 7 days (the "**Appraisal Review Period**") after the Owner Appraisal is delivered to the Town that the Fair Market Value of the Affordable Unit is as stated in the Owner Appraisal, the Town will retain its own Appraiser at its own expense to undertake an appraisal (the "**Town Appraisal**") of the Fair Market Value of the Affordable Housing Unit in which case the average of the Fair Market Value stated in the Owner Appraisal and the Town Appraisal, less thirty (30) percent will be the maximum price at which the Owner will be permitted to sell the Affordable Housing Unit during a period of 6 months commencing on the effective date of the Town Appraisal.
  - d. The Town will deliver a copy of the Town Appraisal to the Owner within 7 days after the Town receives the Town Appraisal.
  - e. If the Town Appraisal is not delivered to the Owner within 30 days after the end of the Appraisal Review Period, the Fair Market Value stated in the Owner Appraisal, less thirty (30) percent will be the maximum price at which the Owner will be permitted to sell the Affordable Housing Unit during a period of 6 months commencing on the effective date of the Owner Appraisal.
  - f. Each party will be responsible for the cost of its appraisal .



- g. Within 7 days after the Fair Market Value of the Affordable Housing Unit has been determined under subsections (b) or (c), the Town will notify the Owner of the maximum price, at which time the Owner will be permitted to offer to sell the Affordable Housing Unit, which price shall be deemed to be its Below Market Value.
  - h. The Owner will immediately deliver a true copy of any contract of purchase and sale which the Owner may enter into with respect to the sale of the Affordable Housing Unit or any interest therein (the "**Sale Contract**").
- 14. The Sale Contract will be in writing and will:
  - a. be for a selling price not greater than the Below Market Value of the Affordable Housing Unit;
  - b. be subject to the seller notifying the buyer in writing that the Town of Ladysmith has approved the terms of the sale of the Land to the buyer and that the Town has decided not to exercise its right of first refusal or option to purchase the Land with respect to this transaction only;
  - c. be subject to the Town determining and notifying the Owner in writing (within a period of 20 Business Days after the Town has received a true copy of the Sale Contract) that the Owner has complied with the requirements of Part 4 of this Agreement, and that it is satisfied that the buyer is a Qualified Person, failing which the Sale Contract will be null and void; and
  - d. include a statement that the buyer agrees to purchase the Affordable Housing Unit subject to the terms of this Housing Agreement and the RFR.
- 15. The Owner shall ensure that the Town is provided with any and all information it requires in order to satisfy itself that the prospective buyer is a Qualified Person, including but not limited to any information or documents contemplated in Schedule "A" to this Agreement.
- 16. The Town will not be obligated to review or make any determination with respect to a Sale Contract as stated in section 14 above if the date of receipt by the Town of a true copy of the Sale Contract and any other information required by the Town under section 15 is after the expiry of the 6 month period during which the Owner is permitted to sell the Affordable Housing Unit at the agreed upon Below Market Price. If the 6 month period has expired, the process under this Part IV of the Agreement will begin again, with the Owner giving fresh notice to the Town of their intention to sell the Affordable Housing Unit.
- 17. Upon notice from the executor of the Owner's estate, the Town may, at its sole discretion, waive the RFR and consent to a transfer of the Affordable Housing Unit to the children of the deceased Owner, provided that the children of the deceased Owner are of legal age and meet all of the requirements of a Qualified Person, including planning to reside in the unit as their primary residence. If the children of the deceased Owner own market real estate, they must agree to sell the market real estate within 6 months of taking ownership of the Affordable Housing Unit.
- 18. An Affordable Housing Unit cannot be transferred to an Owner's beneficiary under the age of 19. If the Owner's child or children are not yet of legal age, another family member or legal guardian may reside in the Affordable Housing Unit with the child or children until the child or children reach legal age.

19. Where an executor is holding title to an Affordable Housing Unit in trust, not living or intending to live in the Affordable Housing Unit with the child or children, and waiting for the Owner's beneficiary of the estate to come of age to inherit for the beneficiary's own use as their primary residence, the owner occupancy requirements set out in Part III will not be waived until the Owner's beneficiary is 19 years of age, provided the Affordable Housing Unit is rented in accordance with Part V of this Agreement.

## **PART V- RENTAL**

20. The Owner will not rent or lease the Affordable Housing Unit except in accordance with the following additional conditions:
  - a. in the case of hardship, as decided by the Town's chief administrative officer and upon making to the chief administrative officer in the form provided by the chief administrative officer, if any, the Affordable Housing Unit may be rented at an Affordable Rate for a period of no shorter than six months;
  - b. if a Qualified Person cannot be located to purchase the Affordable Housing Unit, as decided by the chief administrative officer in its sole discretion, and on making an application to the chief administrative officer in the form provided by the chief administrative officer, if any, the Affordable Housing Unit may be rented at an Affordable Rate for a period no shorter than six months.
  - c. where an executor is holding title to an Affordable Housing Unit in trust, not living or intending to live in the Affordable Housing Unit with the child or children, and waiting for the Owner's beneficiary of the estate to come of age to inherit for the beneficiary's own use as their primary residence in accordance with section 19 of this Agreement,
  - d. The maximum term of any rental shall be two years, at which point the Affordable Unit must be listed for sale. As an exception, In the circumstances governed by section 20(c), rental may continue until the beneficiary comes of age. Rental may continue at an Affordable Rate at the discretion of the chief administrative officer. If hardship continues or a qualified buyer cannot be located after this listing, additional sales listings may be required at any time at intervals decided by the chief administrative officer at its discretion.
  - e. Rental shall be to an individual who meets the income and place of work requirement to be a Qualified Person.
  - f. Any tenancy shall be governed by an agreement under the *Residential Tenancy Act* (BC), and shall include the following provisions:
    - i. Permitting the Owner to terminate the tenancy agreement in accordance with the *Residential Tenancy Act* if the tenant uses or occupies, or allows use or occupation of, the Affordable Housing Unit in breach of the use or occupancy restrictions contained in this Agreement;
    - ii. Explicitly prohibiting the assignability, sub-letting, and use of the Affordable Housing Unit for short term vacation rentals;

- iii. Explicitly specifying that only persons named in the tenancy agreement may occupy the Affordable Housing Unit;
  - iv. Providing that the Owner will have the right, at its option, to terminate the tenancy agreement should the tenant remain absent from the Affordable Housing Unit for three consecutive months or longer, notwithstanding the timely payment of rent; and
  - v. Prohibiting guests residing in the Affordable Housing Unit for more than 30 days, whether or not consecutive, in any 12 month period without prior written consent of the Owner;
  - g. The Owner shall terminate the tenancy if the tenant uses or occupies, or allows use or occupancy in breach of the use and occupancy restrictions in this Agreement.
  - h. the Owner will not require the Tenant to pay any extra charges or fees for use of any common property, limited common property, or other common area, or for sanitary sewer, storm sewer, water utilities or property taxes. For clarity, this section does not apply to cable television, telephone, Internet, other telecommunications, gas utility or electricity utility fees or charges; provided, however, that the Owner may charge a maximum of an additional \$75.00 per month if the Affordable Housing Unit is fully furnished and an additional \$25.00 per month if the Affordable Housing Unit contains a fully functioning washer and dryer.
  - i. the Owner will attach a copy of this Agreement to the Tenancy Agreement; and
  - j. the Owner will deliver a copy of the Tenancy Agreement to the Town upon demand.
21. The Owner will terminate any Tenancy Agreement where the Tenant uses or occupies, or allows use or occupation of an Affordable Housing Unit in breach of this Agreement, such termination to be in accordance with the terms of the Tenancy Agreement and the *Residential Tenancy Act* (British Columbia).
22. The Town may, in its sole discretion, provide written consent to the Owner from time to time to do something that is otherwise not permitted under this Agreement, on such terms and conditions as the Town considers desirable.
23. The Owner will be solely responsible for screening Tenants to determine whether or not they qualify to occupy the Affordable Housing Unit in accordance with this Agreement.

## **PART VI – DEMOLITION OF AFFORDABLE HOUSING UNIT**

24. The Owner will not demolish the Affordable Housing Unit unless:
- a. the Owner has obtained the written opinion of a professional engineer or architect who is at an arm's length to the Owner that it is no longer reasonable or practical to repair or replace any structural component of the Affordable Housing Unit, and the Owner has delivered to the Town a copy of the engineer's or architect's report; or

- b. the Affordable Housing Unit is damaged or destroyed, to the extent of 40% or more of their value above their foundations, as determined by the Town in its sole discretion, acting reasonably, and
- c. a demolition permit for the Affordable Housing Unit has been issued by the Town (unless the building has, or the Dwelling Units have been destroyed by an accident, act of God, or sudden and unanticipated force) and the Affordable Housing Unit has been demolished under that permit.

Following demolition, the Owner will use and occupy the replacement Dwelling Unit in compliance with this Housing Agreement, and sections 2(c) herein will apply to the construction of the replacement Dwelling Unit to the same extent and in the same manner as those sections apply to the construction of the original Dwelling Unit, and the Dwelling Unit must be approved by the Town as an Affordable Housing Unit in accordance with section 4.

In the event of damage or destruction to the Affordable Housing Unit, the Owner shall ensure that all insurance proceeds under the insurance policy required by section 32 of this Agreement are used to repair or replace the Affordable Dwelling Unit.

## PART VII – DEFAULT AND REMEDIES

- 25. The Owner agrees that, in addition to any other remedies available to the Town under this Agreement or at law or equity, if the Affordable Housing Unit is used or occupied in breach of this Agreement or rented at a rate in excess of that permitted under this Agreement, the Owner will pay, as a rent charge under section 25, the Daily Amount to the Town for each day of the breach of this Agreement. The Daily Amount is increased on January 1 of each year by an amount calculated by multiplying the Daily Amount of the previous January 1 by the percentage increase in the CCPI between that previous January 1 and the immediately preceding December 31. The Daily Amount is due and payable immediately upon receipt by the Owner of an invoice from the Town for the same.
- 26. The Owner hereby grants to the Town a rent charge under s. 219 of the *Land Title Act* (British Columbia), and at common law, securing payment by the Owner to the Town of any amount payable by the Owner pursuant to this Agreement. The Owner agrees that the Town, at its option, may enforce payment of such outstanding amount in a court of competent jurisdiction as a contract debt, by an action for and order for sale, by proceedings for the appointment of a receiver, or in any other method available to the Town in law or in equity.
- 27. If the Affordable Housing Unit is sold for a purchase price that is not Below Market Value in contravention of this Agreement, the Owner will pay the excess (the "**Excess Amount**") to the Town within 30 days after written demand is made by the Town. The amount remaining unpaid after the 30 days will bear interest at 10 percent calculated from the due date until the date paid, compounded annually not in advance. The Owner further acknowledges and agrees that the Town's Excess Amount is fair and reasonable and is not to be construed as a penalty or forfeiture but as liquidated damages. Whether a purchase price was not Below Market Value in contravention of this Agreement will be determined by an Appraiser retained by the Town for this purpose.

## **PART VIII – INTERPRETATION**

28. In this Agreement:

- a. reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
- b. article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
- c. if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meanings;
- d. reference to any enactment includes any regulations, orders or directives made under the authority of that enactment;
- e. reference to any enactment is a reference to an enactment as consolidated, revised, amended, re-enacted or replaced, unless otherwise expressly provided;
- f. the provisions of s. 25 of the *Interpretation Act* with respect to the calculation of time apply;
- g. time is of the essence;
- h. all provisions are to be interpreted as always speaking;
- i. reference to a "party" is a reference to a party to this Agreement and to that party's respective successors, assigns, trustees, administrators and receivers. Wherever the context so requires, reference to a "party" also includes employees, agents, officers and invitees of the party;
- j. reference to a "day", "month", "quarter" or "year" is a reference to a calendar day, calendar month, calendar quarter or calendar year, as the case may be, unless otherwise expressly provided; and
- k. where the word "including" is followed by a list, the contents of the list are not intended to circumscribe the generality of the expression preceding the word "including".

## **PART IX- MISCELLANEOUS**

29. **Housing Agreement.** The Owner acknowledges and agrees that this:

- a. Agreement constitutes a covenant under s. 219 of the *Land Title Act* and a housing agreement entered into under s. 483 of the *Local Government Act* (British Columbia);
- b. where an Affordable Housing Unit is a separate legal parcel the Town may file a notice of housing agreement under s. 483 of the *Local Government Act* in the LTO against title to the Affordable Housing Unit; and

- c. where the Affordable Housing Unit is not a separate legal parcel, or has not yet been constructed, or where the land has not yet been Subdivided to create the Affordable Housing Unit, the Town may file a notice of housing agreement under s. 483 of the *Local Government Act* in the LTO against title to the Land.
30. **Modification.** This Agreement may be modified or amended from time to time, by bylaw duly passed by the Council of the Town, if it is signed by the Town and a person who is the current registered owner of the Land.
31. **Management.** The Owner covenants and agrees that it will permit representatives of the Town to inspect the Affordable Housing Unit at any reasonable time, subject to the notice provisions in the *Residential Tenancy Act*. The Owner further covenants and agrees that it will maintain the Affordable Housing Unit in a satisfactory state of repair and fit for habitation and will comply with all laws, including health and safety standards applicable to the Land.
32. **Insurance.** The Owner will at all times ensure that the Affordable Dwelling Unit is insured to its full replacement value, protecting it and any fixtures against "All Perils" of loss or damage including flood, sewer backup and earthquake, and will include boilers and pressure vessels, protecting against usual and unusual perils, including damage caused by rupture of steam pipes.
33. **Indemnity.** The Owner will indemnify and save harmless the Town and each of its elected officials, officers, directors, employees and agents, and their heirs, executors, administrators, personal representatives, successors and assigns, from and against all claims, demands, actions, loss, damage, costs and liabilities which all or any of them will or may be liable for or suffer or incur or be put to by reason of or arising out of:
- a. any act or omission of the Owner, or its officers, directors, employees, agents, contractors or other persons for whom at law the Owner is responsible;
  - b. the Owner's ownership, lease, operation, management or financing of the Land or the Affordable Housing Unit; or
  - c. any act or omission of the Town or any of its elected officials, board members, officers, directors, employees, agents or contractors in carrying out or enforcing this Agreement, except where such act or omission constitutes a breach of this Agreement by the Town or by any other person for whom at law the Town is responsible.
34. **Release.** The Owner by this Agreement releases and forever discharges the Town and each of its elected officials, officers, directors, employees and agents, and its and their heirs, executors, administrators, personal representatives, successors and assigns, from and against all claims, demands, damages, actions, or causes of action by reason of or arising out of advice or direction respecting the ownership, lease, operation or management of the Land or any Affordable Housing Unit which has been or at any time after the commencement of this Agreement may be given to the Owner by all or any of them.
35. **Survival.** The obligations of the Owner set out in sections 33 and 34 will survive termination of this Agreement.

36. **Municipalities Power Unaffected.** This Agreement does not:
- affect or limit the discretion, rights, duties or powers of the Town under any enactment or at common law, including in relation to the use or subdivision of the Land;
  - impose on the Town any legal duty or obligation, including any duty of care or contractual or other legal duty or obligation, to enforce this Agreement;
  - affect or limit any enactment relating to the use or subdivision of the Land; or
  - relieve the Owner from complying with any enactment, including in relation to the use or subdivision of the Land.
37. **Agreement for Benefit of Town only.** The Owner and the Town agree that:
- this Agreement is entered into only for the benefit of the Town;
  - this Agreement is not intended to protect the interests of the Owner, any tenant, or any future owner, lessee, occupier or user of the Property, the Land or the building or any portion thereof, including any Affordable Housing Unit;
  - the Town may at any time execute a release and discharge of this Agreement, without liability to anyone for doing so, and without obtaining the consent of the Owner.
38. **No Public Law Duty.** Where the Town is required or permitted by this Agreement to form an opinion, exercise a discretion, express satisfaction, make a determination or give its consent, the Owner agrees that the Town is under no public law duty of fairness or natural justice in that regard and agrees that the Town may do any of those things in the same manner as if it were a private party and not a public body.
39. **Notice.** Any notice required to be served or given to a party herein pursuant to this Agreement will be sufficiently served or given if delivered, to the postal address of the Owner set out in the records at the LTO, and in the case of the Town addressed:
- To: Town of Ladysmith  
410 Esplanade  
PO Box 220  
Ladysmith, BC V9G 1A2
- or to the most recent postal address provided in a written notice given each of the parties to the other. Any notice which is delivered is to be considered to have been given on the first day after it is dispatched for delivery.
40. **Enuring Effect.** This Agreement will extend to and be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns.
41. **Severability.** If any provision of this Agreement is found to be invalid or unenforceable such provision or any part thereof will be severed from this Agreement and the resultant remainder of this Agreement will remain in full force and effect.

42. **Waiver.** All remedies of the Town will be cumulative and may be exercised by the Town in any order or concurrently in case of any breach and each remedy may be exercised any number of times with respect to each breach. Waiver of or delay in the Town exercising any or all remedies will not prevent the later exercise of any remedy for the same breach or any similar or different breach.
43. **Sole Agreement.** This Agreement, and any documents signed by the Owners contemplated by this Agreement, represent the whole agreement between the Municipality and the Owner respecting the use and occupation of the Affordable Housing Units, and there are no warranties, representations, conditions or collateral agreements made by the Municipality except as set forth in this Agreement.
44. **Further Assurance.** Upon request by the Municipality the Owner will forthwith do such acts and execute such documents as may be reasonably necessary in the opinion of the Municipality to give effect to this Agreement.
45. **Covenant Runs with the Land.** This Agreement burdens and runs with the Land and every parcel into which it is Subdivided. All of the covenants and agreements contained in this Agreement are made by the Owner for itself, its personal administrators, successors and assigns, and all persons who after the date of this Agreement, acquire an interest in the Land.
46. **Limitation on Owner's Obligations.** The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Land.
47. **Equitable Remedies.** The Owner acknowledges and agrees that damages would be an inadequate remedy for the Municipality for breach of this Agreement or the RFR and that the public interest strongly favours specific performance, injunctive relief (mandatory or otherwise), or other equitable relief, as the only adequate remedy for a default under this Agreement or the RFR.
48. **No Joint Venture.** Nothing in this Agreement will constitute the Owner as the agent, joint venturer, or partner of the Municipality or give the Owner any authority to bind the Municipality in any way.
49. **Applicable Law.** Unless the context otherwise requires, the laws of British Columbia will apply to this Agreement and all statutes referred to herein are enactments of the Province of British Columbia. Without limiting the above, in the event of any conflict between any provision of this Agreement and the *Residential Tenancy Act*, this Agreement is without effect to the extent of the conflict.
50. **Deed and Contract.** By executing and delivering this Agreement the Owner intends to create both a contract and a deed executed and delivered under seal.



## **SCHEDULE A**

### **Qualified Buyer Criteria**

A Qualified Buyer means a person who meets the following criteria:

- (a) The person, or any member of the person's household, does not own, either directly or indirectly through a trust, business asset, or otherwise, any interest in real property anywhere in the world, from the time that such person enters into an agreement for the purchase of an Affordable Housing Unit until such person completes the purchase of an Affordable Housing Unit, unless:
  - i. the Assessed Value of all the real property he or she owns does not exceed 60% of the Assessed Value of the Affordable Housing Unit (as determined in accordance with Part IV of this Agreement); or
  - iii. the real estate he or she owns is located in the Town of Ladysmith; andthat person enters into an agreement with the Town to sell his or her interest in the real property within the time period specified by the Town, acting reasonably, or that person enters into an agreement with the Town with respect to the real property and the Affordable Housing Unit on terms acceptable to the Town in its sole discretion;
- (b) a person provides Proof of Income that their annual gross household income for each of the past five years is no more than ten percent greater than the median household income for Ladysmith for that year, using the most recent Census information, it being understood and agreed that the Town may, from time to time, grant an exemption from or vary such requirement if, in the opinion of the Town and having regard to prevailing market conditions, such exemption or variation is consistent with the continued use and availability of the Affordable Housing Unit as affordable housing;
- (c) a person who intends to immediately use and occupy the Affordable Housing Unit as their principal residence and not rent or lease the Affordable Housing Unit to any other person, nor leave the unit vacant, use it solely for a business or profession, or use it as a short- term vacation rental property of any kind; and
- (d) the person provides evidence to the satisfaction of the Town's chief administrative officer that the person or a member of the person's household is either employed or self-employed for an average of not less than 10 hours per week on an annual basis at a business located within the boundaries of the Town of Ladysmith

For the purpose of this Schedule:

"Fair Market Value" of real property owned by a purchaser means the purchase price from time to time which a willing purchaser would pay to a willing vendor, dealing at arm's length from each other, for the real property.

"Income" means the total household income before income tax from all sources of all persons intending to live in the Affordable Unit including, without limitation:

- (a) all income from earnings, including commissions and tips;
- (b) all income from all public and private pension plans, old age security and guaranteed income supplement;
- (c) all income received under the *Employment and Assistance Act* and the *Employment and Assistance for Persons with Disabilities Act*;
- (d) disabled veteran's allowance;
- (e) alimony;
- (f) child support;
- (g) workers' compensation benefits;
- (h) employment insurance;
- (i) non-repayable training allowances, research fellowships, and similar grants and
- (j) Income from Assets,

but excluding the following:

- i. child tax benefit;
- ii. capital gains, such as insurance settlement, inheritances, disability awards and sale of effects in the year they are received;
- iii. the earnings of a person aged 18 and under;
- iv. student loans, student loan equalization payments, student grants and bursaries
- v. shelter aid for elderly renters (SAFER) or rental assistance program (RAP) payments received prior to purchasing an Affordable Unit;
- vi. GST rebates;
- vii. taxable benefits received through employment;
- viii. government provided day care allowance; and
- ix. payments for foster children, or child in home of relative (CIHR) income under the *Employment and Assistance Act*.

"Income from Assets" means computing income from assets of all persons intending to live in an Affordable Housing Unit at a percentage per annum as determined by Town, excluding the first \$65,849.00 in assets of such persons, based on November 1, 2021 dollars, indexed over time by reference to changes from time to time in the consumer price index (all items, British Columbia) or if such consumer price index is no longer published, such substitute and comparable index as the NPO may designate.

"Proof of Income" means a tax return filed with Canada Revenue Agency or a notice of assessment from Canada Revenue Agency under the *Income Tax Act*.

**SCHEDULE "B"**  
**Permitted Encumbrances**

| Charge Number | Description   |
|---------------|---|
| M76300        | Exception and Reservation in favour of E&N Railway  |
| EF87178       | SRW in favour of the Town of Ladysmith  |
| EJ36041       | SRW in favour of the Town of Ladysmith  |
| EJ36043       | Easement  |
|               | Any other encumbrances of a non-financial nature in favour of the Town of Ladysmith registered as a result of any rezoning, development permit, subdivision or building permit application. |

## BYLAW STATUS SHEET

April 5, 2022

| Bylaw # | Description  | Status   |
|---------|--|--|
| 2068    | "Official Community Plan Bylaw 2003, No. 1488, Amendment Bylaw (No. 65) 2021, No. 2068" (to designate 1130 Rocky Creek Rd. as "General Commercial" to permit a commercial plaza with drive-through coffee shop)  | First and second readings, June 1, 2021. Public Hearing and third reading June 15, 2021. Conditions to be met prior to adoption.                                       |
| 2069    | "Town of Ladysmith Zoning Bylaw 2014, No. 1860, Amendment Bylaw (No. 37) 2021, No. 2069" (to rezone 1130 Rocky Creek Rd. to "Shopping Centre Commercial" to permit a commercial plaza with drive-through coffee shop)                                      | First and second readings, June 1, 2021. Public Hearing and third reading June 15, 2021. MOTI approval received July 27, 2021. Conditions to be met prior to adoption. |
| 2083    | "Park Dedication Bylaw 2022, No. 2083" (to dedicate eight previously undedicated properties as parkland and consolidate existing park dedication bylaws into a single bylaw)   | First and second readings, January 11, 2022. Requires 2/3 majority approval.   |
| 2087    | "Official Community Plan Bylaw 2003, No. 1488, Amendment Bylaw (No. 68) 2021, No. 2087" (to change the permitted land uses at 1260 Churchill Place from single-unit residential to a mix of multi-family residential, single family residential and park)  | First and second readings, October 5, 2021. Public Hearing and third reading November 2, 2021.   |
| 2088    | "Town of Ladysmith Zoning Bylaw 2014, No. 1860, Amendment Bylaw (No. 44) 2021, No. 2088" (to change the permitted land uses at 1260 Churchill Place from single-unit residential to a mix of multi-family residential, single family residential and park) | First and second readings, October 5, 2021. Public Hearing and third reading November 2, 2021. MOTI approval received November 29, 2021.                               |
| 2089    | "Housing Agreement Bylaw 2021, No. 2089" (to establish an agreement and covenant scheme related to the affordable housing unit identified for 1260 Churchill Place)  | First, second and third readings, October 5, 2021.   |
| 2105    | "Park Dedication Bylaw (1250 Churchill Place) 2022, No. 2105" (to dedicate 1250 Churchill Place as Park).  | First, second and third readings, March 15, 2022. Requires LTO registration prior to adoption. Requires 2/3 majority approval.   |