

**A REGULAR MEETING
OF THE TOWN OF LADYSMITH COUNCIL
AGENDA
5:30 P.M.**

**Tuesday, September 26, 2023
Ladysmith Seniors Centre
630 2nd Avenue**

Pages

1. CALL TO ORDER

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

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

2. CLOSED SESSION

Recommendation

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

- (1)(a) personal information about an identifiable individual who holds or is being considered for a position as an officer, employee or agent of the municipality or another position appointed by the municipality;
- (1) (e) the acquisition, disposition or expropriation of land or improvements;
- (1) (g) litigation or potential litigation affecting the municipality;
- (1) (i) the receipt of advice that is subject to solicitor-client privilege; and
- (2)(b) the consideration of information received and held in confidence relating to negotiations between the municipality and a provincial government or between a provincial government and a third party.

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

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

Members of the public may attend meetings in person at the Ladysmith Seniors Centre or view the livestream on YouTube:

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

4. AGENDA APPROVAL

Recommendation

That Council approve the agenda for this Regular Meeting of Council for September 26, 2023.

5. RISE AND REPORT- Items from Closed Session

6. MINUTES

6.1 Minutes of the Regular Meeting of Council held September 5, 2023

7

Recommendation

That Council approve the minutes of the Regular Meeting of Council held September 5, 2023.

7. DELEGATIONS

7.1 Take a Hike Foundation

12

7.2 Heart on the Hill Affordable Housing Project, 314 Buller Street

Ben Checkwitch (Checkwitch Poiron Architects) and Sandra Marquis (Ladysmith Resources Association)

8. DEVELOPMENT APPLICATIONS

8.1 Development Permit Amendment – 314 Buller Street

22

Recommendation

That Council issue Development Permit Amendment 3060-22-18 for 314 Buller Street (Lot A (DD B92367) of Block 76 District Lot 56 Oyster District Plan 703A, PID: 008-705-968) to authorize rooftop mechanical equipment on the existing building.

9. 2024-2028 FINANCIAL PLAN DISCUSSIONS - REGIONAL RECREATION PROGRAM

9.1 Regional Recreation Budget Approval 2024 – Frank Jameson Community Centre 52

Recommendation

That Council approve the 2024 budget for the Frank Jameson Community Centre as presented in the staff report dated September 26, 2023 and direct staff to submit it to the Cowichan Valley Regional District.

9.2 Public Input and Questions

10. COMMITTEE MINUTES

10.1 Community Planning Advisory Committee - September 6, 2023 57

Recommendation

That Council receive the minutes of the Community Planning Advisory Committee meeting held September 6, 2023.

10.2 Committee of the Whole Recommendations - September 12, 2023 61

Recommendation

That Council:

1. Direct staff to prepare an amendment to the “Town of Ladysmith 2023-2027 Financial Plan Bylaw, 2023 No. 2141” to reflect the changes outlined in the staff report dated September 12, 2023 from the Director of Financial Services.
2. Direct staff to amend the “Town of Ladysmith Fees & Charges Bylaw 2008, No.1644” to include a charge of \$1 per hour for the first two hours and \$2 per hour thereafter for Electric Vehicle Charging.
3. Establish a Rain Barrel Rebate program starting in 2024 to rebate 50 percent to the maximum of \$75 of the cost of one new rain barrel purchased after January 1, 2024, manufactured from a BPA-free Polyethylene material and with the minimum barrel size of 189 litres; and create an annual Rain Barrel Rebate budget of \$7,500 by cancelling and redirecting the budgeted funds from the Low Flow Toilet Rebate program.
4. Not provide Wi-Fi at Aggie Hall.
5. Amend the Town’s Per Diem policy to align the rates with the

Provincial Government and to escalate as per the Provincial rates for Council, Staff and Fire Department members.

6. Defer discussion of a possible service agreement for Ladysmith Days to a Closed Meeting of Council.
7. Direct staff to return to a future Committee of the Whole meeting with policy options for allowing livestock, under permit, for plant or weed control.

11. REPORTS

11.1 2024 Council Meeting Schedule

66

Recommendation

That Council confirm the schedule of regular Council and Committee of the Whole meetings for 2024, as attached to the September 26, 2023 staff report, and direct staff to advertise the schedule in accordance with Section 127 of the *Community Charter*.

11.2 Rural Economic Diversification and Infrastructure Program (REDIP)

70

Recommendation

That Council direct staff to include in the 2024-2028 Financial Plan \$125,000 for the planning of a mountain bike trail network with the funds to come from the Rural Economic Diversification and Infrastructure Program for \$100,000 and the remainder to come from prior year surplus.

11.3 2023/2024 Disaster Risk, Climate Adaption Grant Funding

75

Recommendation

That Council direct staff to:

1. Include in the 2024-2028 Financial Plan funding for the Decommissioning of old weirs on the lower portion of Holland Creek, with the funding to come from grants; and
2. Apply for grant funding under the UBCM Community Emergency Preparedness Fund, Disaster Risk Reduction - Climate Adaption stream for the Decommissioning of old weirs on the lower portion of Holland Creek and commit to cover any unexpected ineligible costs and project overruns.

Recommendation

That Council:

1. Authorize the Mayor and Corporate Officer to sign an encroachment agreement for 12 Roberts Street to allow for an overhanging building canopy and lights;
2. Authorize the Mayor and Corporate Officer to sign an encroachment agreement for 32 High Street to allow for a projecting sign;
3. Authorize the Mayor and Corporate Officer to sign an encroachment agreement for 225 High Street to allow for a projecting sign; and
4. Direct staff to bring back policy updates to establish routine signing authority for encroachment agreements.

12. BYLAWS**12.1 Bylaws for Introduction**

- 12.1.1 "Town of Ladysmith Fees and Charges Bylaw 2008, No. 1644, Amendment Bylaw 2023, No. 2151" 120**

Recommendation

That Council give first, second and third readings to "Town of Ladysmith Fees and Charges Bylaw 2008, No. 1644, Amendment Bylaw 2023, No. 2151".

- 12.1.2 "Town of Ladysmith Financial Plan Bylaw 2023, No. 2141, Amendment Bylaw 2023, No. 2157" 125**

Recommendation

That Council give the first, second and third readings to "Town of Ladysmith Financial Plan Bylaw 2023, No. 2141, Amendment Bylaw 2023, No. 2157".

12.1.3 "2024 Permissive Tax Exemptions Bylaw 2023, No. 2158"

127

(to exempt from taxation certain lands and buildings for the year 2024)

Recommendation

That Council give first, second and third readings to "2024 Permissive Tax Exemptions Bylaw 2023, No. 2158".

12.2 Bylaw Status Sheet

136

13. NEW BUSINESS

14. QUESTION PERIOD

- A maximum of 15 minutes is allotted for questions.
- Persons wishing to address Council during "Question Period" must be Town of Ladysmith residents, non-resident property owners, or operators of a business.
- Individuals must state their name and address for identification purposes.
- Questions put forth must be related to items on the agenda.
- 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.

15. ADJOURNMENT



MINUTES OF A REGULAR MEETING OF COUNCIL

Tuesday, September 5, 2023

6:01 P.M.

Ladysmith Seniors Centre
630 2nd Avenue

Council Members Present:

Mayor Aaron Stone
Councillor Ray Gourlay
Councillor Amanda Jacobson
Councillor Tricia McKay

Councillor Duck Paterson
Councillor Marsh Stevens
Councillor Jeff Virtanen

Staff Present:

Allison McCarrick
Erin Anderson
Chris Barfoot
Jake Belobaba

Ryan Bouma
Matt O'Halloran
Andrew Wilson
Andrea Hainrich

1. CALL TO ORDER

Mayor Stone called this Meeting of Council to order at 6:01 p.m., in order to retire immediately into Closed Session.

2. CLOSED SESSION

CS 2023-203

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:

- (c) labour relations or other employee relations;
- (e) the acquisition, disposition or expropriation of land or improvements; and
- (k) negotiations and related discussions respecting the proposed provision of a municipal service that are at their preliminary stages and that, in the view of the council, could reasonably be expected to harm the interests of the municipality if they were held in public.

Motion Carried

3. OPEN MEETING AND ACKNOWLEDGEMENT

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 unceded territory of the Stz'uminus First Nation.

4. AGENDA APPROVAL

CS 2023-204

That Council approve the agenda for this Regular Meeting of Council for September 5, 2023, as amended to include an additional resolution under item 5, "Rise and Report".

Motion Carried

5. RISE AND REPORT- Items from Closed Session

Council rose from Closed Session at 6:44 pm with the following items:

Item from the Closed Meeting of Council held June 20, 2023

CE 2023-039

That Council:

1. Appoint Bruce Mason, Lynda Baker, Geoff Dean, Kimberly Nakahara and Jane Nettleton to the Parks, Recreation & Culture Advisory Committee for a two-year term ending June 30, 2025; and
2. Rise and report on Recommendation No. 1 once all applicants have been notified.

Item from the Closed Meeting of Council held August 1, 2023

CE 2023-053

That Council:

1. Appoint Julika Pape, Jennifer Aker, Tonya Soules, Jason Robertson, John Scott, and Keona Wiley to the Community Planning Advisory Committee for a two-year term ending June 30, 2025; and
2. Rise and report on Recommendation No. 1 once applicants are notified.

Item from the Closed Meeting of Council held September 5, 2023

CE 2023-059

That Council:

1. Appoint Jake Belobaba, Director of Development Services to bid on any of the residential properties included in the 2023 Tax Sale; and
2. Rise and report on Recommendation No. 1 immediately.

6. MINUTES

6.1 Minutes of the Public Hearing and Regular Meeting of Council held August 1, 2023

CS 2023-205

That Council approve the minutes of the Public Hearing and Regular Meeting of Council held August 1, 2023.

Motion Carried

7. REPORTS

7.1 2023 Outstanding Business Licences

CS 2023-206

That Council receive for information the report dated September 5, 2023 regarding the Business Licences outstanding for 2023.

Motion Carried

7.2 Permissive Tax Exemptions for the Tax Year 2024

CS 2023-207

That Council direct staff to prepare a one-year Permissive Tax Exemption Bylaw for all properties currently identified in the "Town of Ladysmith 2023 Permissive Tax Exemptions Bylaw 2022, No. 2122" with the exception of folio 445-1602.100 and that Council direct staff to remove fully exempt properties from the 2024 water parcel tax roll and the 2024 sewer parcel tax roll.

Motion Carried

OPPOSED: Councillor Stevens

CS 2023-208

That Council review the Permissive Tax Exemption policy at a future Committee of the Whole Meeting.

Motion Carried

7.3 2024 Financial Plan (Budget) Discussions

CS 2023-209

That Council approve the following schedule to deliberate the 2024-2028 Financial Plan:

- September 26th –Parks, Recreation & Culture – operating & capital;
- November 7th – Water & Sewer – operating & capital;
- November 21st – Introduction of General Operations;
- December 5th – Introduction of General Capital Projects. Water & Sewer Rate bylaws introduced;

- December 19th - Anticipated adoption of Water & Sewer Rate bylaws and Early budget approvals; and
- January 23rd, 2024 – Introduction of the 2024-2028 Financial Plan bylaw.

Motion Carried

Councillor Stevens declared a conflict related to Agenda Item 7.4 as he has family members who are employees of Bayview Brewing, and is also **a contiguous** property owner, and recused himself from the meeting at 7:23 p.m.

7.4 Liquor Special Event Area Endorsement – Bayview Brewing (204 Dogwood Drive)

CS 2023-210

That Council, in response to the referral from the Liquor and Cannabis Regulation Branch for a special event area endorsement application for Bayview Brewing Company located at 204 Dogwood Drive, “opt in” to the local government comment process and direct staff to provide written notification to residents within 60 metres of the subject property inviting them to submit written comments about the application.

CS 2023-211

AMENDMENT

That Council amend resolution CS 2023-210 to adjust the the notification area to residents from within 60 metres to within 100 metres of the subject property.

Amendment Carried

Resolution CS 2023-210 as amended, reads:

That Council, in response to the referral from the Liquor and Cannabis Regulation Branch for a special event area endorsement application for Bayview Brewing Company located at 204 Dogwood Drive, “opt in” to the local government comment process and direct staff to provide written notification to residents within 100 metres of the subject property inviting them to submit written comments about the application.

Main Motion, as Amended, Carried

OPPOSED: Councillor Jacobson

Councillor Stevens returned to the meeting at 7:31 p.m.

8. BYLAWS

8.1 Bylaws for Adoption

8.1.1 "Council Procedure Bylaw 2009, No. 1666, Amendment Bylaw 2023, No. 2153"

CS 2023-212

That Council adopt "Council Procedure Bylaw 2009, No. 1666, Amendment Bylaw 2023, No. 2153".

Motion Carried

8.2 Bylaw Status Sheet

9. CORRESPONDENCE

9.1 Appointments to the Cowichan North Recreation Commission

CS 2023-213

That Council appoint Councillor Paterson and Councillor Stevens to the Cowichan North Recreation Committee, and Councillor Gourlay and McKay as alternates.

Motion Carried

10. QUESTION PERIOD

A member of the public asked if Council would consider expanding the area of input for special events to outside the 100 metres and opening it to the Town for a Public Hearing. He also asked about procedures for commission and committee recruitment and hiring.

11. ADJOURNMENT

CS 2023-214

That this Regular Meeting of Council be adjourned at 7:41 p.m.


Motion Carried.

CERTIFIED CORRECT

Mayor (A. Stone)

Corporate Officer (M. O'Halloran)

EMPOWERING YOUTH. CHANGING LIVES.



Liam Law
Program Manager, Vancouver Island
llaw@takeahikefoundation.org

September 26, 2023
Town of Ladysmith Regular Council

Our Program Model



MENTAL HEALTH



LAND



ACADEMICS



COMMUNITY

Youth mental health is in crisis





TAKE A HIKE
FOUNDATION

Who we serve

Youth in Take a Hike represent typically underserved populations in the following ways:

- 72% Ministry of Education special needs designation
- 61% have 3 or more ACEs (Adverse Childhood Experiences)
- 87% had significant financial need with 58% experiencing poverty & housing concerns;
- 30% were struggling with substance use or receiving addictions treatment;
- 15% are or have been youth in care;
- 35% identify as Indigenous, 18% as Black or racialized youth, and 9% as non-binary.

EMPOWERING YOUTH.
CHANGING LIVES.





TAKE A HIKE
FOUNDATION

Youth Outcomes

- 80% plan to attend post-secondary
- ALL youth at least double their school attendance
- 85% reported improvements in mental health
- 97% reported improvements in physical health
- 92% of grade 12 youth graduate

EMPOWERING YOUTH.
CHANGING LIVES.





TAKE A HIKE
FOUNDATION

Alumni

- 70% went on to post-secondary education
- 90% are employed
- 95% share their mental and physical health continues to be positively impacted by Take a Hike

As I get ready to graduate from Take a Hike, I'm excited to get ready for my future. I'm thinking about going into either post-secondary or trades to go into plumbing. I've also developed an appreciation for my community. I would like to volunteer more and give back to my community.

EMPOWERING YOUTH.
CHANGING LIVES.

- Take a Hike Alumni





TAKE A HIKE
FOUNDATION

Vancouver Island Programs

Vancouver Island Programs

Nanaimo (SD 68)

- Opened in 2019
- Located at Woodlands Secondary School

Cowichan (SD 79)

- Opened in 2021
- Located at the Cowichan Valley Open Learning Centre

Stz'uminus

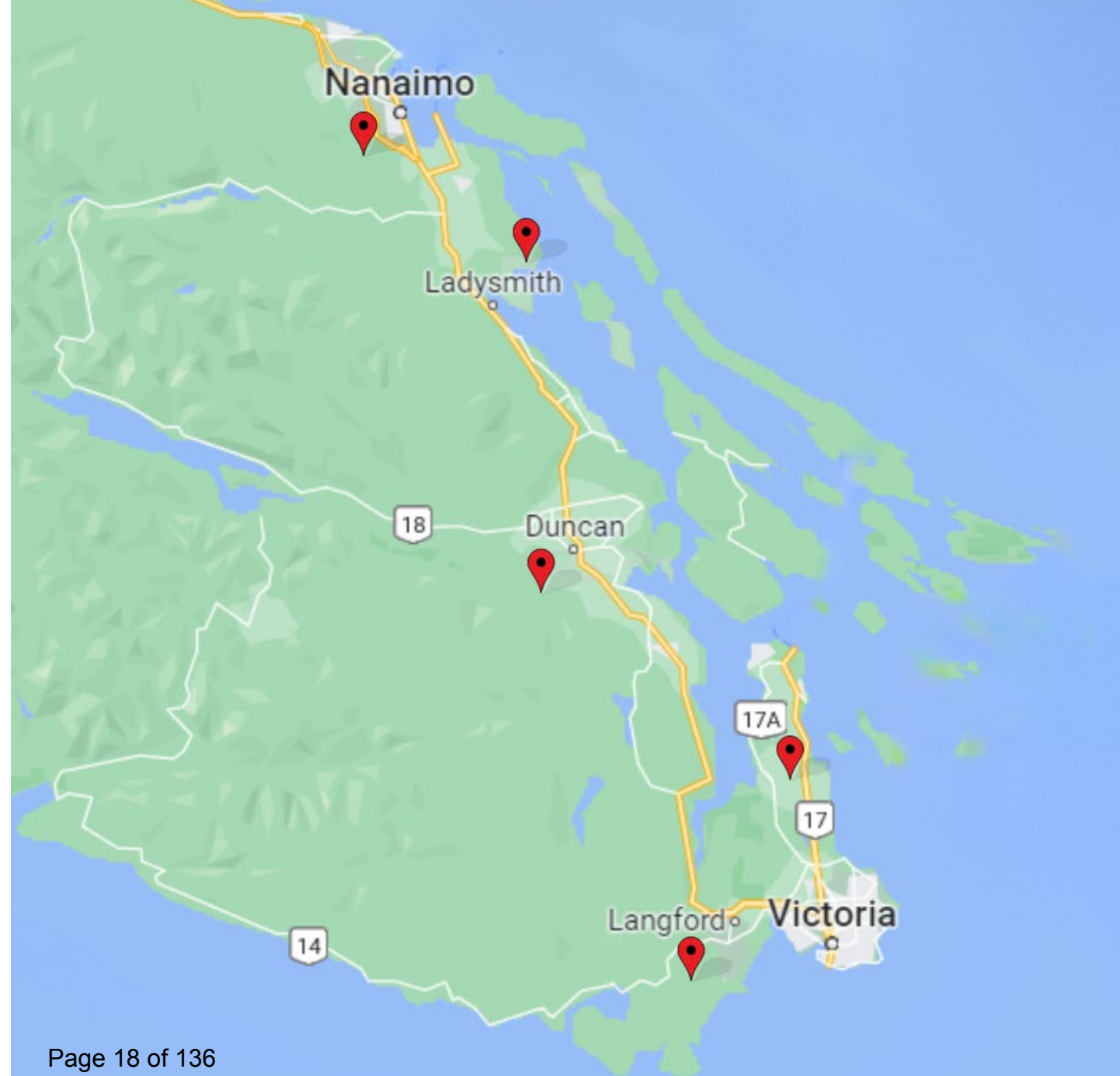
- Opened in 2022
- TAH's first Indigenous-led partnership

Sooke (SD 62)

- Opened in 2022
- Located at the Westshore Learning Centre – Sooke Campus

Saanich (SD 63)

- Opened in 2022
- Located at the Individual Learning Centre in Saanichton



EMPOWERING YOUTH.
CHANGING LIVES.

Nanaimo Program

Opened in 2019, the first Take a Hike program on Vancouver Island, the Nanaimo TAH program is located at Woodland's Secondary School in SD 68.

- Serves youth from Grades 10 – 12
- 2022/23 School Year saw 32 participants
- Access to Indigenous Elder on-site weekly
- Program adopted Beach Estates Park to do frequently clean ups

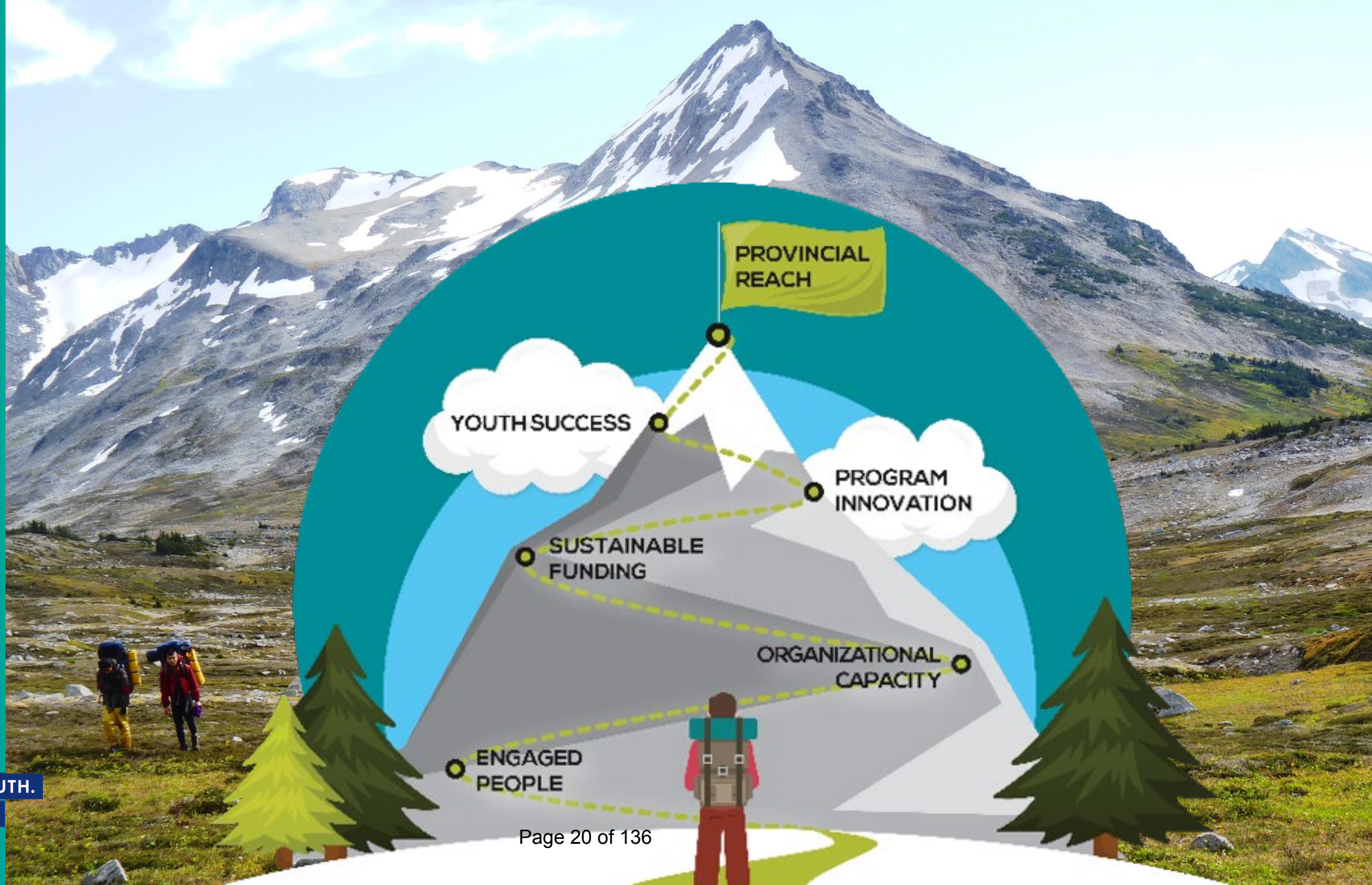




TAKE A HIKE
FOUNDATION

How we scale

EMPOWERING YOUTH.
CHANGING LIVES.





TAKE A HIKE
FOUNDATION

THANK YOU

EMPOWERING YOUTH.
CHANGING LIVES.

Questions?

Stay Connected:

Liam Law

Program Manager, Vancouver Island
llaw@takeahikefoundation.org



@take-a-hike-foundation



Take a Hike Foundation



@takeahikefdn



@takeahikefdn

Takeahikefoundation.org

Page 21 of 136



STAFF REPORT TO COUNCIL

Report Prepared By: Julie Thompson, Senior Planner RPP MCIP
Reviewed By: Jake Belobaba, Director of Development Services RPP, MCIP
Meeting Date: September 26, 2023
File No: 3060-22-18
RE: Development Permit Amendment – 314 Buller Street

RECOMMENDATION:

That Council issue Development Permit Amendment 3060-22-18 for 314 Buller Street (Lot A (DD B92367) of Block 76 District Lot 56 Oyster District Plan 703A, PID: 008-705-968) to authorize rooftop mechanical equipment on the existing building.

EXECUTIVE SUMMARY:

Council is being asked to reconsider DP amendment 3060-22-18 for the addition of rooftop mechanical equipment with no rooftop screening at 314 Buller Street. Staff recommend approval of DP 3060-22-18 based on an analysis of the impacts.

PREVIOUS COUNCIL DIRECTION:

Resolution	Meeting Date	Resolution Details
CS 2020-101	March 31, 2020	<p>That Council:</p> <ol style="list-style-type: none"> 1. Issue Development Permit 3060-20-01 for a multi-unit dwelling at 314 Buller Street (PID: 008-705-968). 2. Authorize the Mayor and Corporate Officer to sign Development Permit 3060-20-01. <p><i>Motion Carried</i></p>
CS 2023-105	May 2, 2023	<p>That Council refer Development Permit Amendment 3060-22-18 for 314 Buller Street back to staff to work with the proponent on finding a creative and budget-friendly solution to shield the rooftop mechanical equipment on the existing building.</p> <p><i>Motion Carried</i></p>

INTRODUCTION/BACKGROUND:**Subject property**

The subject property, 314 Buller Street, is approximately 2004m² in size. The property is currently designated Multi-Family Residential in “Official Community Plan Bylaw 2003, No. 1488” (OCP), zoned Community Housing (CD-5) in “Town of Ladysmith Zoning Bylaw 2014, No. 1860” and falls within Development Permit Area 4 – Multi-Unit Residential (DPA 4) in the OCP. A 36-unit multi-family affordable housing development (“Heart on the Hill”) is currently located on the property and was authorized under DP 20-01, which was issued on March 31, 2020. The housing project

received an occupancy permit on February 8, 2023. The facility is owned and operated by the Ladysmith Resources Centre Association (LRCA) with support from BC Housing. Adjacent land uses include Ladysmith Intermediate School and single-family homes.

A map of the subject property is provided in Attachment B.

PROPOSAL:

The applicant has applied for a DP amendment to allow more rooftop mechanical equipment. The number of rooftop units installed on the building is significantly more than what was shown in DP 20-01, which was approximately four units. Attachment C includes photos of the building's current rooftop configuration from various locations. The mechanical equipment is visible uphill from the subject property, including from the Buller Street and 4th Avenue intersection. However, the mechanical equipment is not visible downhill from the subject property, including from the Buller Street and 3rd Avenue intersection.

The applicant has stated previously that the equipment consists of air conditioning units that were added after the original DP was issued in response to the most recent summer heat wave.¹

Council considered DP amendment 22-18 (Attachment A) on May 2, 2023, and referred the application back to staff to work with the applicant on finding a creative and budget-friendly screening solution. The applicant, Ben Checkwitch (Checkwitch Poiron Architects Inc.) investigated the options for rooftop screening in more detail and has provided a letter (Attachment D) with an estimated construction cost of \$76,438.51 for the screening. A subsequent letter was also provided by the LRCA. The letters ask that Council reconsider allowing the air conditioners to remain without screening as the screening would be a financial burden to the LRCA, impacting the LRCA's ability to lease the building's affordable rental units at the lowest possible rates, as well as consuming the LRCA's contingency fund for the building

ANALYSIS:

The proposed DP amendment for the additional rooftop mechanical equipment is subject to the requirements of DPA 4. The proposed development's consistency with the applicable DPA 4 guidelines is summarized in Table 2.

Table 1: DPA 4 Guideline Analysis

DPA Guideline	Staff Comments
Mechanical, Electrical & Security Equipment Rooftop and grade level mechanical equipment should be strategically located, and screened with high quality, durable materials that attenuate noise, and complement the overall building design.	<ul style="list-style-type: none">• Rooftop mechanical equipment is prominently visible from the high side of Buller Street and 4th Avenue.• No rooftop screening is proposed, and the rooftop equipment is visible from public view and adjacent properties.• Since DP 20-01 was issued, the required landscaping was installed including trees along

¹ See staff report from May 2, 2023 Council meeting for more details.

<p>Air vents, electrical transformers, heat pumps, gas metres, and other exterior mechanical and electrical components should be located away from adjacent residential buildings and pedestrian amenities and should be screened from public view.</p>	<p>the Buller Street and laneway frontages, and along the southwest (rear) parcel line. While the trees are currently immature, they will grow to provide screening of the building's rooftop. The tree locations and species are provided in DP 20-01 Schedule C – Landscape Plans (Attachment E). Photos of the trees are shown in Attachment C.</p> <ul style="list-style-type: none"> Existing vegetation on a neighbouring uphill property partially screens the rooftop.
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The rooftop mechanical equipment is prominently visible from adjacent properties and the street, with a small portion screened from view by vegetation on a neighbouring uphill property (see Attachment B). Since the rooftop mechanical equipment is still very visible from public areas, the DPA 4 guidelines for mechanical, electrical and security equipment have not quite been met. While developments may not meet every DPA 4 guideline, it is reasonable to expect that at least some (if not most) of the guidelines in each category be met. There are only two guidelines in the category for mechanical, electrical, and security equipment and both guidelines reference screening of mechanical equipment (see Table 2).

However, it is noted that the overall development was reviewed under DP 20-01 and was found to be generally consistent with the DPA 4 guidelines. Additionally, trees have recently been planted along the Buller Street and laneway frontages, and the rear property boundary in accordance with the landscape plan in DP 20-01. While immature, the trees currently provide no screening; however, the trees will continue to grow and eventually will provide screening of the building's rooftop.

The applicant explored options for screening, as described in the rationale letters (Attachment D), and is requesting that Council reconsider the LRCA's request to provide no additional rooftop screening as it would impact the LRCA's ability to provide the lowest rates possible for their affordable housing units in the building.

While DP amendment applications are delegated to the Director of Development Services to issue in accordance with "Ladysmith Officers and Delegation Authority Bylaw 2016, No. 1905", DP amendment application 3060-22-18 has been forwarded to Council for consideration as the original development permit was issued by Council and prominent rooftop mechanical equipment without screening technically does not comply with the relevant DPA 4 guidelines.

Staff recommend that the application be approved since:

- the development overall is generally consistent with the DPA 4 guidelines;
- recently planted trees will provide screening in the years to come;
- the building and site are attractive overall;
- the cost of additional screening could undermine the affordability of the building's housing units; and
- the development permit guidelines that apply to rooftop equipment are non-binding on Council.

ALTERNATIVES:

Council can choose to:

1. Deny DP 22-18.
2. Defer consideration of the application and refer the proposal to a subsequent meeting of Council.
3. Amend the conditions of DP 22-18 and approve the issuance of the permit as amended.
4. Refer the application back to staff for further review, as specified by Council.

FINANCIAL IMPLICATIONS:

N/A

LEGAL IMPLICATIONS:

If DP 22-18 is denied, reasons must be given based on the DPA 4 guidelines, as the issuance of a DP is not a completely discretionary decision of Council. In this case, the proposal can be denied due to non-compliance with DP guidelines for rooftop mechanical equipment. However, Council may also issue a DP even if the proposal does not conform to certain guidelines and, for the reasons noted above this is staff's recommendation.

CITIZEN/PUBLIC RELATIONS IMPLICATIONS:

A public hearing is not required for the proposed development nor is public notification.

INTERGOVERNMENTAL REFERRALS:

N/A

INTERDEPARTMENTAL INVOLVEMENT/IMPLICATIONS:

The application was previously circulated amongst Town departments for review. Their comments are summarized below:

Table 3: Department Comments

Referred (Yes/No)	Department	Comments
Yes	Engineering	No concerns
Yes	Building Inspection	No concerns
Yes	Bylaw Enforcement	No complaints from the public about the rooftop mechanical equipment have been received.
No	Parks Recreation & Culture	
No	Financial Services	
No	Corporate Services	
No	Fire/Protective Services	

COMMUNITY PLANNING ADVISORY COMMITTEE (CPAC) REVIEW:

Under CPAC Terms of Reference a CPAC review of this application is not required.

ALIGNMENT WITH STRATEGIC PRIORITIES:

- | | |
|---|---|
| <input type="checkbox"/> Core Infrastructure | <input type="checkbox"/> Economy |
| <input type="checkbox"/> Official Community Plan Implementation | <input type="checkbox"/> Leadership |
| <input type="checkbox"/> Waterfront Area Plan | <input type="checkbox"/> Not Applicable |

I approve the report and recommendation(s).

Allison McCarrick, Chief Administrative Officer

ATTACHMENT(S):

- A. Draft DP 3060-22-18
- B. Subject Property Map
- C. Building Photos (Sept. 8, 2023)
- D. Applicant Letters (July 26, 2023, Sept 19, 2023)
- E. DP 20-01 Landscape Plan



TOWN OF LADYSMITH DEVELOPMENT PERMIT AMENDMENT

(Section 489 Local Government Act)

FILE NO: 3060-22-18

DATE: September 26, 2023

Name of Owner(s) of Land (Permittee): Ladysmith Resources Centre Association, Inc.
No. S0029335

Applicant: Ben Checkwitch (Checkwitch Poiron Architects Inc.)

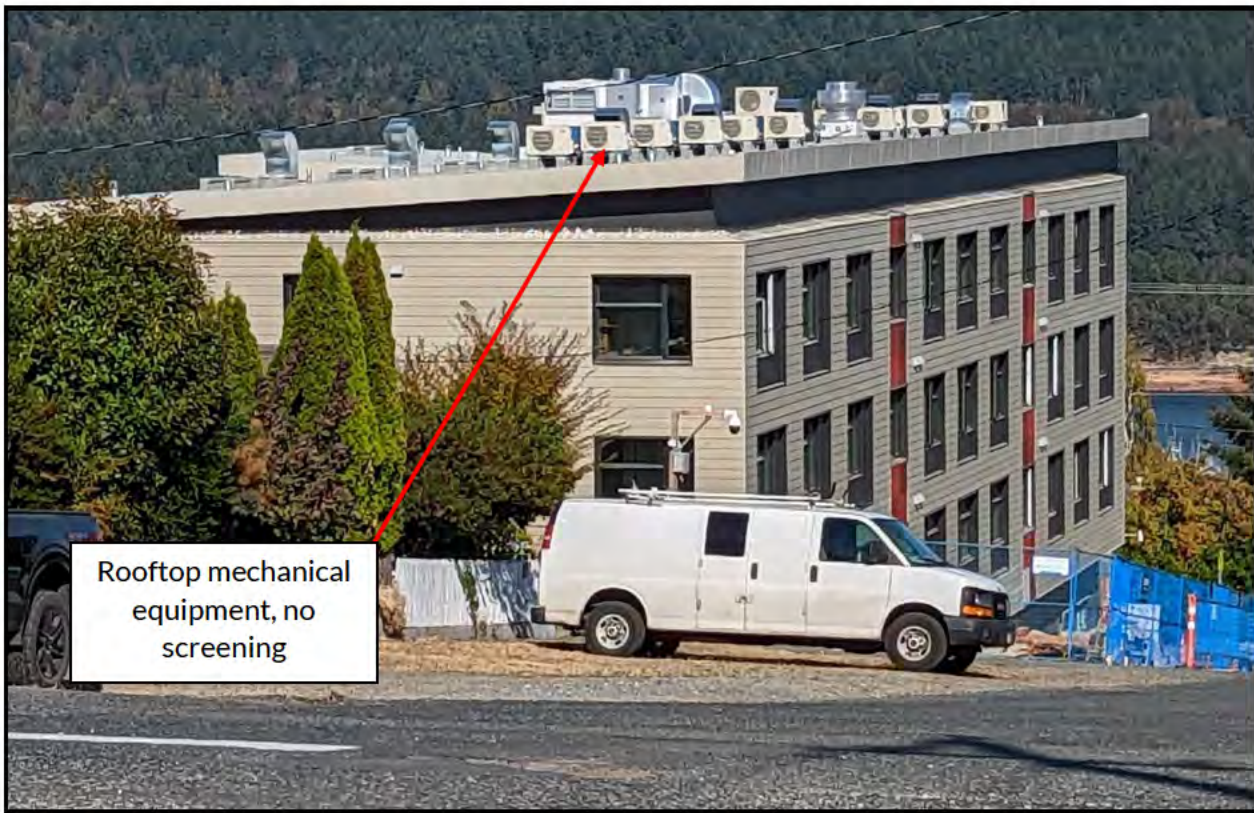
Subject Property (Civic Address): 314 Buller Street

1. This Development Permit amends Development Permit 3060-20-01 and is subject to compliance with all of the bylaws of the Town of Ladysmith applicable thereto, except as specifically varied by this Permit.
2. This Permit applies to and only to those lands within the Town of Ladysmith described below, and any and all buildings structures and other development thereon:

Lot A (DD B92367) of Block 76 District Lot 56 Oyster District Plan 703A
PID: 008-705-968
(referred to as the "Land")
3. This Permit has the effect of authorizing the alteration of a multi-unit building on the Land in accordance with the plans and specifications attached to this Permit, and subject to all applicable laws except as varied by this Permit, subject to the conditions, requirements and standards imposed and agreed to in section 5 of this Permit.
4. This Permit does not have the effect of varying the use or density of the Land specified in Zoning Bylaw 2014, No. 1860.
5. The Permittee, as a condition of the issuance of this Permit, agrees to develop the Land in accordance with DP 3060-20-01, except for the roof of the multi-unit building which will be developed in accordance with **Schedule I – Roof Plan**, attached to and forming part of this Permit.

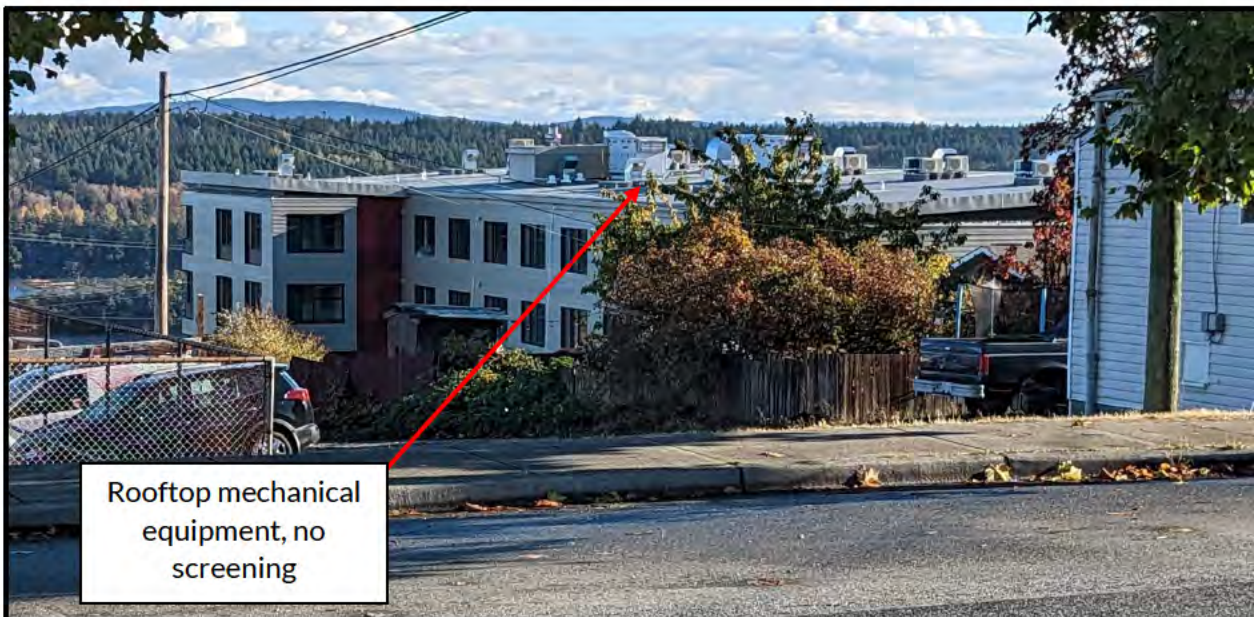
6. If the Permittee does not substantially start any construction permitted by this Permit within **two years** of the date of this Permit as established by the authorizing resolution date, this Permit shall lapse.
7. The plans and specifications attached to this Permit are an integral part of this Permit.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

AUTHORIZED BY RESOLUTION NO. _____ PASSED BY THE COUNCIL OF THE
TOWN OF LADYSMITH ON THE ____ DAY OF _____, 202__.



Rooftop mechanical
equipment, no
screening

South corner of the multi-unit building at 314 Buller Street, as seen from Buller Street.



Rooftop mechanical
equipment, no
screening

West corner of the multi-unit building at 314 Buller Street, as seen from 4th Avenue.

Schedule I - Roof Plan
DP 3060-22-18 (amendment)
314 Buller Street

Attachment B



Subject property, outlined in red. Aerial photo is out-of-date and a multi-unit residential development now on the property.

Attachment C



View of west corner of building from 4th Avenue. Trees on neighbouring property provide some screening.



View of south corner of building from the intersection of Buller Street and 4th Avenue



View of north corner of building from street level on 3rd Avenue.



View of south corner of the building from Buller Street.



Additional photos





2023.07.26

Development Services Department
Town of Ladysmith

RE: Development Permit Amendment 3060-22-18 - 314 Buller Street

As requested by the Town of Ladysmith Planning, Checkwitch Poiron Architects reviewed the feasibility of adding roof screening to the existing building.

The exploration of the roof screen design are based on good design practices as described in the following:

- Examination of the building's capacity to accommodate the addition of screening system on the roof;
- Selection of a design that will allow tenants to continue living on the premises;
- Design for the most economical solution;
- Engineered design to ensure the screening system meets wind load requirement and other environmental loads; and,
- Material selection based on durability;

There has been considerable effort from the project team to try to incorporate rooftop screening that would satisfy the Town's request in a way that might be affordable for the LRCA. Several designs have been developed and costed in a sincere attempt to satisfy this request. With consideration of the items above, the proposed roof screen design, is a self supporting structure formed by steel framing members complete with wood slat for the screening. The construction cost of this design comes at an overall cost of \$76,438.51. See enclosed the information and pricing quote of the proposed roof screen system. Construction costs aside, additional costs for consultant fees would also be incurred by the LRCA to pursue this additional scope.

Upon discussion with the LRCA, we are informed that any additional capital cost to the project at this stage increases the society's long-term debt load and financing costs. For a non-profit affordable housing project, such increases to operational expenses impact the society's ability to lease its affordable rental housing units at the lowest possible rates.

Therefore, we request that the Town of Ladysmith allow the building to remain without the roof screening. We hope that the request is accepted and that the information provided can demonstrate that adding a roof screen system to the existing building is not viable without burdening the LRCA with additional debt.

If there are any questions or comments with respect to the above, please contact us.

Thank you,

Ben Checkwitch

Architect AIBC, CPHD, Principal

CHECKWITCH POIRON ARCHITECTS INC.



Proposed Change PC053

Contractor Reference: None

Date	2023.06.12	Project	1801 LRCA Affordable Housing
Construction Manager	Kinetic Construction Ltd. (Victoria)	Client	Ladysmith Resources Centre Association

The following items are proposed changes to the Contract for this project. Unless noted below, work is not to proceed until authorised by a Change Directive or Change Order. All materials and workmanship are to be as described in the Contract documents unless otherwise stated. Contractor to submit to the Architect an itemised quotation for Changes to the Contract value and/or to the project schedule. The quotation shall separately itemize all materials, labour, markups and other applicable items, and include subtrade quotations for the same; failure to fully itemize quotations may cause rejection of the quotation.

Roof screen design

1. Provide pricing for the roof screen design as described in the enclosed drawings:

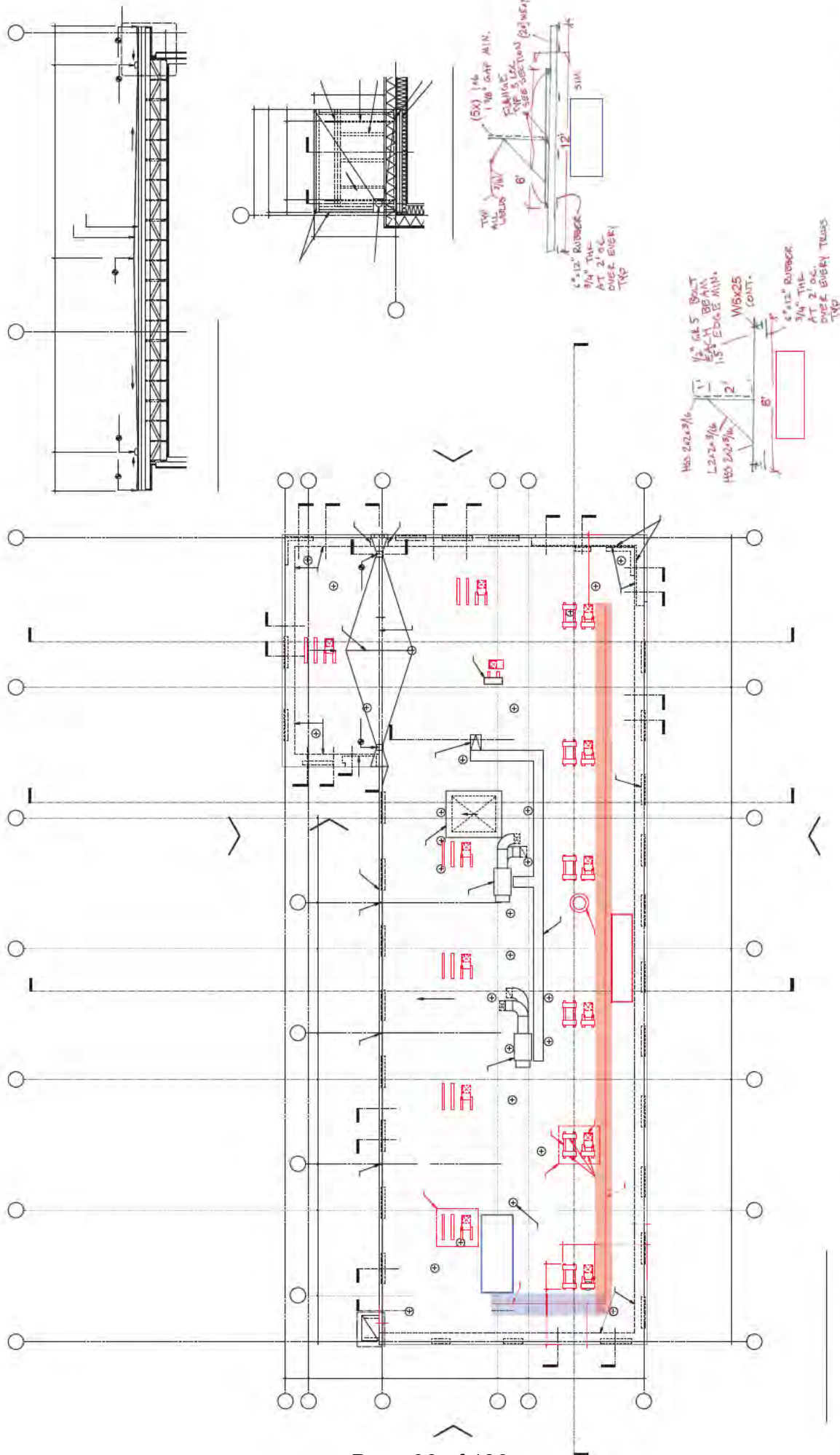
A221 (c/w engineering markups); A403; A404; A5801; and A5802.

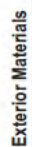
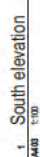
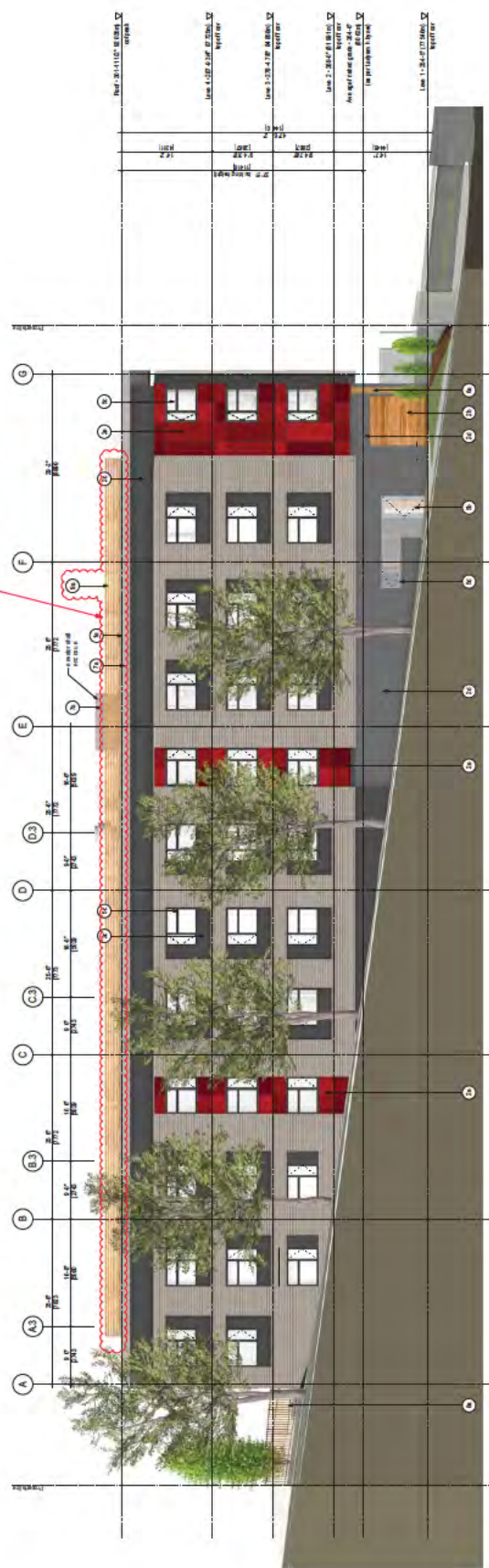
Reason for Change: Town requirement.

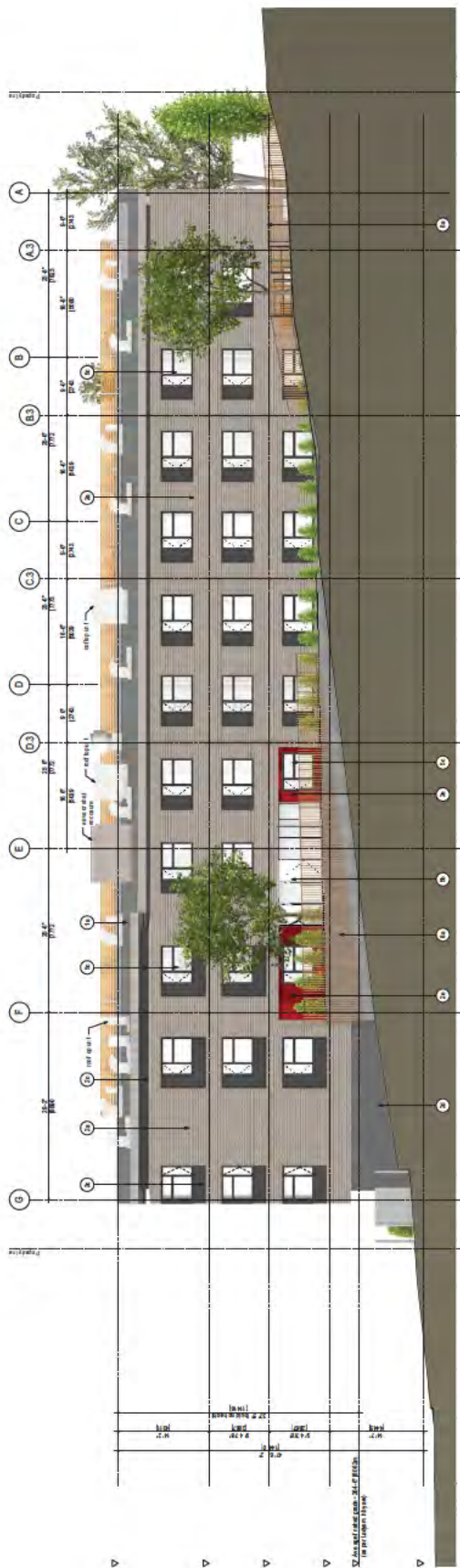
Distribution List

Sandra Marquis, Ladysmith Resources Centre Association, sandra@lrca.ca
Anna Zhuo, CitySpaces Consulting Ltd., azhuo@cityspaces.ca
Dani Bizinelli, CitySpaces Consulting Ltd., dbizinelli@cityspaces.ca
Jesse Tarbotton, BC Housing, jtarbott@bchousing.org
John King, Kinetic Construction Ltd., jking@kineticconstruction.com
Evelyn Sadlier, Kinetic Construction Ltd., esadlier@kineticconstruction.com
Ben Checkwitch, Checkwitch Poiron Architects Inc., ben@cparch.ca
June Caluza, Checkwitch Poiron Architects Inc., june@cparch.ca

Per June Caluza, Intern Architect AIBC



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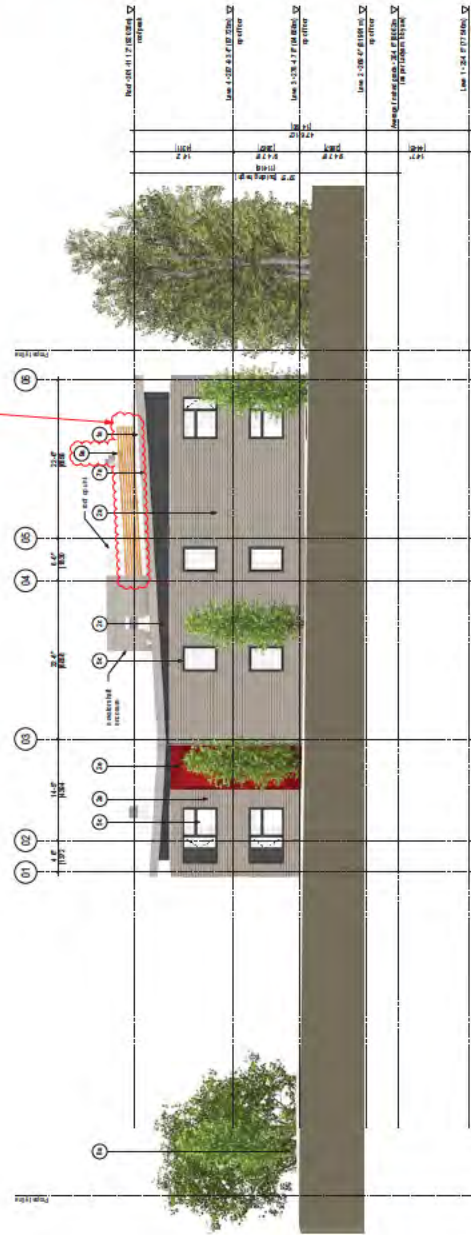


Exterior Materials

Material	Finish	Color
1. Concrete - horizontal	Paint	Light Grey
2. Concrete - vertical	Paint	Dark Grey
3. Concrete - horizontal	Paint	Dark Grey
4. Concrete - vertical	Paint	Dark Grey
5. Concrete - horizontal	Paint	Dark Grey
6. Concrete - vertical	Paint	Dark Grey
7. Concrete - horizontal	Paint	Dark Grey
8. Concrete - vertical	Paint	Dark Grey
9. Concrete - horizontal	Paint	Dark Grey
10. Concrete - vertical	Paint	Dark Grey
11. Concrete - horizontal	Paint	Dark Grey
12. Concrete - vertical	Paint	Dark Grey
13. Concrete - horizontal	Paint	Dark Grey
14. Concrete - vertical	Paint	Dark Grey
15. Concrete - horizontal	Paint	Dark Grey
16. Concrete - vertical	Paint	Dark Grey
17. Concrete - horizontal	Paint	Dark Grey
18. Concrete - vertical	Paint	Dark Grey
19. Concrete - horizontal	Paint	Dark Grey
20. Concrete - vertical	Paint	Dark Grey



roof screening location proposed
by Town of Ladysmith



2 West elevation
A404 E100

LRC Affordable Housing 314 Buller Street, Ladysmith, BC

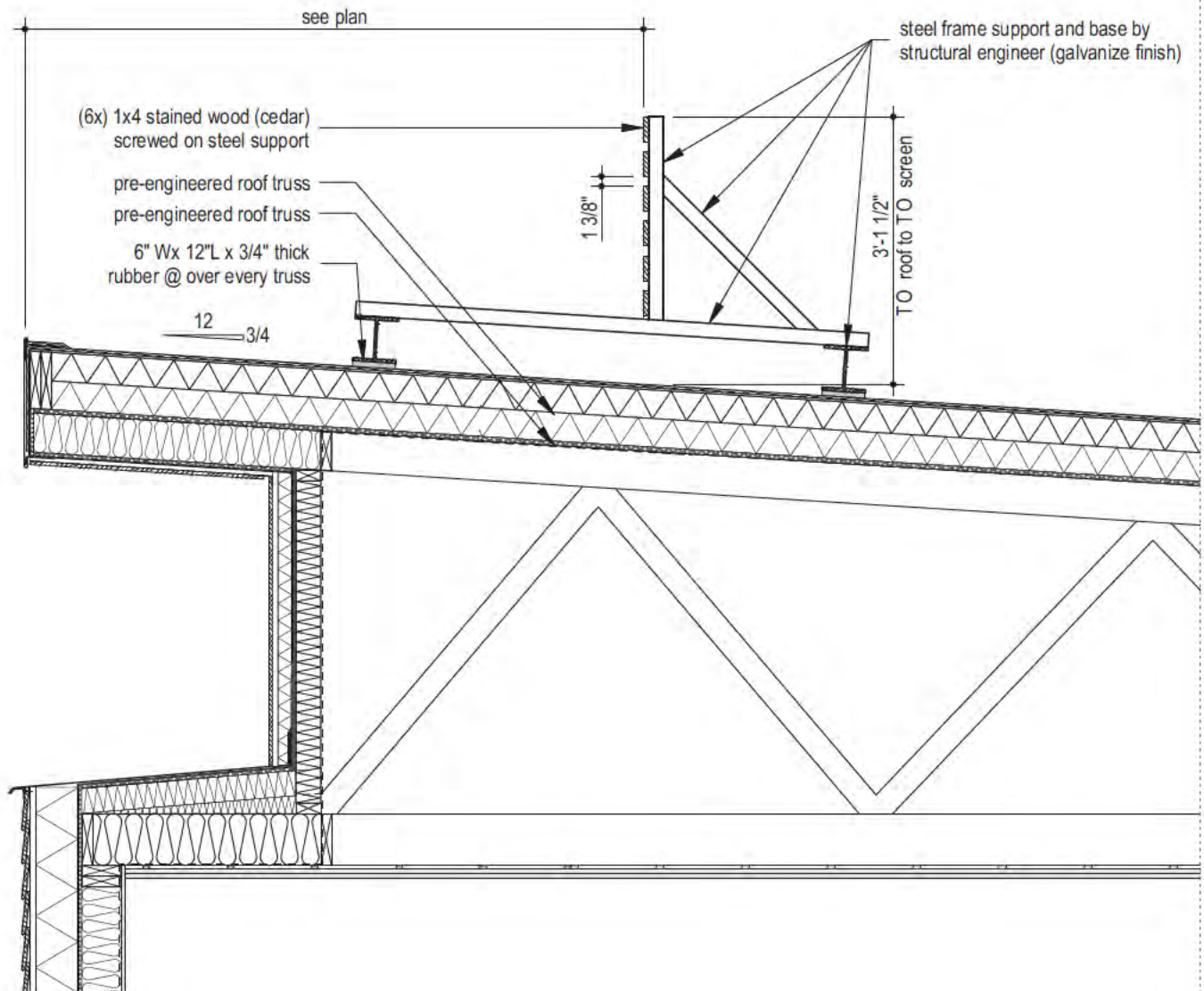
Client: LRC
Project: Affordable Housing
Location: 314 Buller Street, Ladysmith, BC
Architect: CH2M HILL
Date: 2023-08-12
Scale: 1/8" = 1'-0"

CH2M HILL
PROJECTS
INC.
314 Buller Street, Ladysmith, BC
V0L 1M0
2023-08-12
Scale: 1/8" = 1'-0"

Note:

All fasteners required to be stainless steel.

This drawing to be read in conjunction with Drawing A221 c/w engineering markups



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CHECKWITCH
POIRON
ARCHITECTS
INC.

www.cparch.ca

933 Commercial Street, Vancouver, BC V6H 3G3 phone 203.714.1365
901-622 West Pender Street, Vancouver, BC V6B 1T6 phone 604.680.3441

Sheet Name

Section detail - roof screening

Project Number and Name

1801 LRCA Affordable Housing

Client

Ladysmith Resource Centre Assoc.

Drawn By

JC

Reviewed By

BC

Drawing Number

A5801

CAD File Name

1801 D.vwx

Issue No. Issued For

305 Coordination Page 39 of 136 1 : 4

Scale

Date

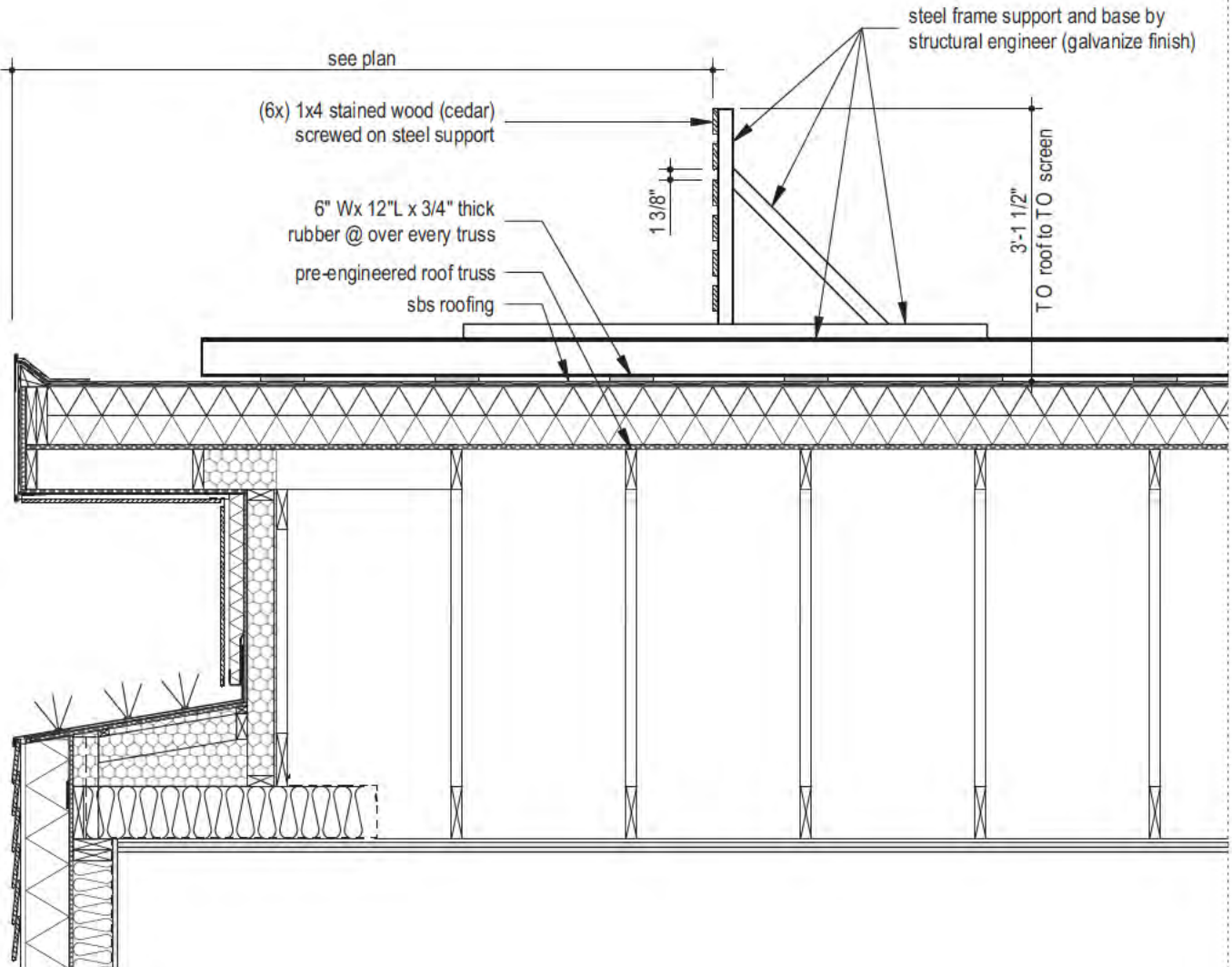
2023.06.07

Revision —

Note:

All fasteners required to be stainless steel.

This drawing to be read in conjunction with Drawing A221 c/w engineering markups



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901-622 West Pender Street, Vancouver, BC V6B 1T6 phone 604.680.3441

Sheet Name

Section detail - roof screening

Project Number and Name

1801 LRCA Affordable Housing

Client

Ladysmith Resource Centre Assoc.

Drawn By

JC

Reviewed By

BC

Drawing Number

A5802

CAD File Name

1801 D.vwx

Issue No. Issued For

305 Coordination Page 40 of 136 1 : 4

Scale

Date

2023.06.07

Revision —

Kinetic Construction Ltd.
#301-740 Hillside Ave
Victoria, British Columbia V8T 1Z4
Phone: (250) 381-6331
Fax: (250) 386-2286

Project: 119-013 - LRCA Affordable Housing
314 Buller Street
Ladysmith, British Columbia

Prime Contract Potential Change Order #115: Roof Screen

TO:	FROM:
PCO NUMBER/REVISION: 115 / 0	CONTRACT: 119013 - LRCA Affordable Housing
REQUEST RECEIVED FROM:	CREATED BY: Evelyn Sadlier (Kinetic Construction Ltd.)
STATUS: Pending - In Review	DATE CREATED: 14/7/2023
REFERENCE:	PRIME CONTRACT CHANGE ORDER: None
FIELD CHANGE: No	
LOCATION:	ACCOUNTING METHOD: Amount Based
SCHEDULE IMPACT:	PAID IN FULL: No
EXECUTED: No	SIGNED CHANGE ORDER RECEIVED DATE:
	TOTAL: \$76,438.51

POTENTIAL CHANGE ORDER TITLE: Roof Screen

CHANGE REASON: Allowance

POTENTIAL CHANGE ORDER DESCRIPTION: (The Contract Is Changed As Follows)

Roof Screen
Roof Screens

ATTACHMENTS:

[Quotation-Kinetic-LRCA extra exterior painting and red hardi.doc](#) , [_12307020C Kinetic Construction LRCA Affordable Housing.pdf](#) , [_estimate 1254 2.pdf](#)

#	Budget Code	Description	Amount
1	06-1050.E Misc Rough Carpentry.Equipment	Roof Protect.	\$329.90
2	05-5010.S Metal Fabrication.Subcontract	Metal Fabrication	\$52,377.49
3	32-3129.S Wood Fences,Gates & Enclosures.Subcontract	Lumber	\$8,500.00
4	09-9010.S Painting.Subcontract	Staining	\$3,480.00
5	01-0400.L Site Supervision.Labour	Flagperson	\$520.00
6	01-0450.L General Superintendent.Labour	Superintendent	\$3,200.00
7	01-0500.L Project Management.Labour	Coordination	\$1,600.00
Subtotal:			\$70,007.39
OH&P (Own Forces) (15.00% Applies to Labour, Equipment, and Material.):			\$847.49
OH&P (Subcontractor) (7.50% Applies to Subcontract.):			\$4,826.81
Insurance & Bonds (1.00% Applies to Labour, Equipment, Material, and Subcontract.):			\$756.82
Grand Total:			\$76,438.51

SIGNATURE DATE

SIGNATURE DATE

SIGNATURE DATE

Kinetic Construction LTD.
#301 740 Hillside Avenue
Victoria , BC, V8T 1Z4

July 13, 2023

Attn: Evelyn Sadlier

Re: Kinetic Construction LRCA Affordable Housing

(WCPF Ref. 12307020C)

West Coast Pre Fab is pleased to provide a price for the supply and install of the steel frame for the roof screen as per the following drawings and the correspondence with KCL:

- 1801 PC053 Roof screen design

Please be advised that there is a lead time issue for the W5x19, our suppliers are assuming end of August this material will be available. As an alternative, we can offer a substitute of either W6x25 or W6x20 that is available in one (1) week.

Please note that any galvanized material has a lead time of 3 to 4 weeks from completion of fabrication.

Included in scope

- Materials
- Fabrication
- Qualified trades for installation
- Welding Consumables
- Shop Drawings
- Tools and PPE
- Supervision
- Job prep and mobilization
- Site Measure
- Hardware/Fasteners
- All steel to be Galvanized
- Crane
- Rubber pads 18"x18"x3/4"
- Connection design (Steel only)
- Flaggers

Exclude in scope

- Road closure

Supplied by site

- Layout
- Site In-Doc / Orientation and lockout
- Typical site facilities including first-aid, washrooms, potable water, and power

Cost

Base price for supply, delivery and crane.....	\$45,164.29
Option for layout and install.....	\$7,035.20
Option for plastic caps.....	\$178.00

This quote is valid for 60 days.

Price excludes all applicable taxes. Quotes with materials may change due to volatility and will be based on actual landed costs at time of order with procurement time plus 20% (includes scrap).

Schedule

West Coast Pre Fab to start this project immediately upon approval and Purchase Order as well as all necessary documentation. Once the W5x19 material is confirmed we can approach the schedule of fabrication one (1) week, hot dip galvanizing minimum three (3) weeks, and delivery one (1) week.

We hope this proposal meets your needs and timelines. If you require further information or have any questions or concerns please feel free to contact us.

Jake Kedziora
Operations Manager

Terms and Conditions

Unless otherwise noted...

Target Price

This contract is based on target or budget estimates. If there are major projected changes the facility/owner will be notified. If changes to lines are within 10% in either direction the client is not generally notified unless they have requested.

Site Conditions

As is typical, site conditions are not fully known at time of preparation. Quotes are usually developed using typical conditions from our experience. Ideal or very poor conditions of the site, surrounding/supporting structures etc. may be discovered and will change the cost.

Scope Changes

WCPF is often able to accommodate scope changes and additions. While this is often done in person, we appreciate confirmation by email and may specifically request it. Rental tools and equipment if required for changed scope, are charged at cost plus 20%.

Schedule

Quotes were developed using reasonable timelines for our planning, procurement, and shop scheduling. Expediting the work will result in additional costs.

Work Interruption & Schedule Changes

Operations and schedules change, shutdown dates can move, work areas at times cannot be accessed safety and production schedules change. Last minute changes, working weekends or nights can change the price. Delays in accessing areas (gas conditions etc.) or delays in lockouts can incur additional costs.

Supervision

WCPF provides supervisors and foremen. The configuration and numbers depend on work complexity, job site size and numbers of personnel.

If the facility/owner is providing supervision they take responsibility for the work, decisions, and the legal responsibility of a front-line supervisor. Including but not limited to: safe work procedures, ensuring workers understand and can complete the tasks, enforcing health and safety policies, and regularly checks on workers. Quality workmanship is expected, but the facility/owner is expected to direct all technical aspects of the work (examples: bolt torques, gaskets, procedures, commissioning checks etc.). Paperwork from WCPF beyond timecards is not expected when working supervisors are not provided.

Safety

First aid equipment, transportation and personnel are to be provided by the facility. Confined space hazard assessments and emergency response teams must be available from the owner. Confined space attendants, monitoring and ventilation can be provided, they not included unless noted.

Tooling and Supplies

The tools to complete the job have been included unless noted. Scaffolding is not included unless specified. Due to transportation restrictions, the facility supplies welding gasses unless otherwise noted.

Disposal

All construction debris and lunchroom garbage is expected to be disposed of on site. Equipment removed, unless noted, is expected to be piled near the job location or in a nearby bin. Transportation to landfills or far from the job location may be available and may take extra time.

Invoices

Invoice payment terms are net 30 days. Interest will be charged on overdue accounts. Longer projects will be billed weekly or bi-weekly for labour plus subcontractor received invoices.

Cancellations

Canceled POs will be partially billed. Reasonable costs incurred on the project will be invoiced without penalties.

Divisions

Fixed costs including management, administration, consumables etc from supply, fabrication and installation phases are often combined in a quote. Quotes could be divided for phases but may include more than a single line from the current quote.

Documentation

The owner files notice of project with WCB. TSBC reports if expected must be noted in the quote.

Employee Exclusivity

While working and for 12 months after, the facility/owner/prime may not employ or attempt to employ (or otherwise take away) from WCPF any employees. Do not solicit for the purpose of employing directly or assist others in soliciting.



2513 Prospector Way
Victoria Bc
V9B 0M3
protexfence.com
Ce 250 580-6505
Protexfence@shaw.ca
gst # 895795425

Estimate

Estimate No: 1254
Date: 2023-06-26

For: Kinetic Construction
LRCA

Description	Quantity	Rate	Amount
For the supply and installation of 1x4 cedar boards inc staining on roof top screen Steel by others Staining after install by others Crane by others	1	\$8,500.00	\$8,500.00
Subtotal			\$8,500.00
GST 5%			\$425.00
Total			\$8,925.00
Total			\$8,925.00

Protex Fence Services

Client's signature

Quotation:

July 5, 2023

Kinetic

Re: LRCA exterior extras red hardi etc.

Red hardi credit based off discussion with Clay:

- Cost to apply extra coat to deficient panels as discussed in meeting, work would have taken approximately one day if done at that time.
- Price includes all labor, material

Credit Price = \$825.00+GST

Red hardi painting post repair based off discussion with Clay:

- Cost to spot prime where panels were repaired/filling was redone, multiple top coats until full coverage achieved on these panels. Time line is based off how many coats it takes to cover
- Lift to be supplied by GC as noted in conversation
- Price includes all labor, material

Price = \$6,800.00+GST

Extras:

- Damaged plank cladding at GL-06 to be spot primed and receive 2 top coats
- Dark grey fiber cement panels to be cleaned and receive 1-2 coats around electrical and scooter door
- Price includes all labor, material

Extra Price = \$520.00+GST

Extras:

- New RTU screen to be pre-stained prior to install using same system to match existing fencing/wood stains.
- Price includes all labor, material

Extra Price = \$3,480.00+GST

- Signature of the quote will be deemed as an acceptance of specified scope noted in quote and will form the basis of the contract

THANK YOU

CLAY VICKBERG
VAN BERG INTERIORS PAINTING LTD.

X

Signing authority

Terms of Quotation:

- Estimate is valid for 30 days only unless otherwise requested.
- Standard practice includes leaving behind minimum 1 liter of each colour and product. Depending on size of projects, one 5-gallon pail of each product will be left for maintenance.
- Any alteration or deviation from the specified quote involving extra costs will be carried out only after a change order has been approved and signed.
- All work is both weather and temperature dependent. Accidents or delays to the schedule caused by others are not to affect our own time allotted to complete the work.
- 1.5% interest monthly will be charged on overdue accounts after 30 days past invoice date.
- Warranty is null and void if complete payment is not received within payment terms.
- Any work required to be completed on statutory holidays will be billed at double time.
- Any work to be done outside standard working hours (evenings, night shifts, weekends) will be billed as an extra, standard working hours is defined as Monday to Friday in arrange between 7am-5pm
- Van Berg Interiors Painting Ltd.'s standard warranty period is 1 year from date of completion.
- Any shop drawings, re-designs, submittals, or excessive admin work post tender to be billed at \$75/hour. This does not include initial paperwork for a project, change orders, or first set of paint submittals.
- Prior to start of work or submittal entry, Van Berg Interiors Painting Ltd. is to receive a Letter of Intent, PO, or Contract. For smaller residential work, a written agreement via email will suffice.
- Payment can be made including GST in the form of cheque, cash, e-transfer, or direct deposit.
- Our standard line of Sherwin Williams products used for interior painting in commercial units is Promar 200 eggshell for walls, Promar 200 semi-gloss for doors and trim, Promar 400 Flat for ceilings, unless a job requires MPI approved products or by customer request. Exteriors to be standard grade Sherwin Williams paints, light industrial paints refer to the ASE line or some pro-industrial acrylic lines
- Our standard line of Sherwin Williams products used for residential interior painting is Qualikote/property solutions eggshell for walls, Qualikote semi-gloss for doors and trim, CHB Flat for ceilings, unless a job requires MPI approved products or by customer request. Exteriors to be standard grade Sherwin Williams paints
- Price is based off 1 wall colour, 1 trim and door colour, and 2 accent colours. Excessive colours or vibrant/deep base colours may come at a surcharge if not noted in tender package due to increased labour/material costs.
- All exterior work to take place during warm dry season, or to be hoarded and heated by GC
- Unless noted otherwise price is based off using GC supplied lifts or scaffolding
- Any timbers or wood work to be in stain or paint ready condition prior to coating, no allowance for removing watermarks or trade damage. Any excessive damage or sanding/prep required to be assessed on site and billed as an extra
- Prep for caulking means caulking from painted surfaces to painted surface only no allowance for caulking to non painted surfaces
- No sealing of the tops or bottoms of plam doors
- Minor prep for metal means Surface must be clean, dry, and in sound condition. Remove all oil, dust, grease, dirt, loose rust. It does not refer to sandblasting or angle grinding off rust or impurities
- Any metal that is factory primed to be in paint ready condition, if metal is rusted, damaged or needs excessive spot priming additional charges will apply
- Standard trade damage allowed is 30 minutes per suite and 60 minutes per corridor/ common area any excessive trade damage to be assessed on site and billed as an extra
- Price does not allow for backpriming unless clearly noted
- No allowance for re-priming factory primed surfaces or for painting over nitro cellulose lacquered surfaces such as trim lite doors. Any preprimed wood to be primed with the appropriate primer to seal the substrate/block tannins/watermarks
- Price reflects flat stock profile trim, no allowance for architrave trim
- Signature of the quote and terms of conditions will be deemed as an acceptance of specified scope noted in quote and will form the basis of the contract
- All exterior prices are based off reasonable ladder access, if scaffolding or lift work is required then Additional costs will apply when site unseen.
- Work to take place exclusively based on quote unless discussed with Van Berg and agreed upon
- Projects to be adequately heated by GC to allow for coatings to adhere and bond properly, all hoarding and heating to be coordinated and maintained by GC during the duration of painting 24 hours a day and for 48 hours after final painting is complete



LADYSMITH RESOURCES CENTRE ASSOCIATION

Heart on the Hill

Sept. 19, 2023
Ladysmith Town Council

Dear Mayor Stone and Members of the Ladysmith Town Council:

I am writing on behalf of the Ladysmith Resources Centre Association and the LRCA Board of Directors regarding the application for a variance for roof screening at 314 Buller St.

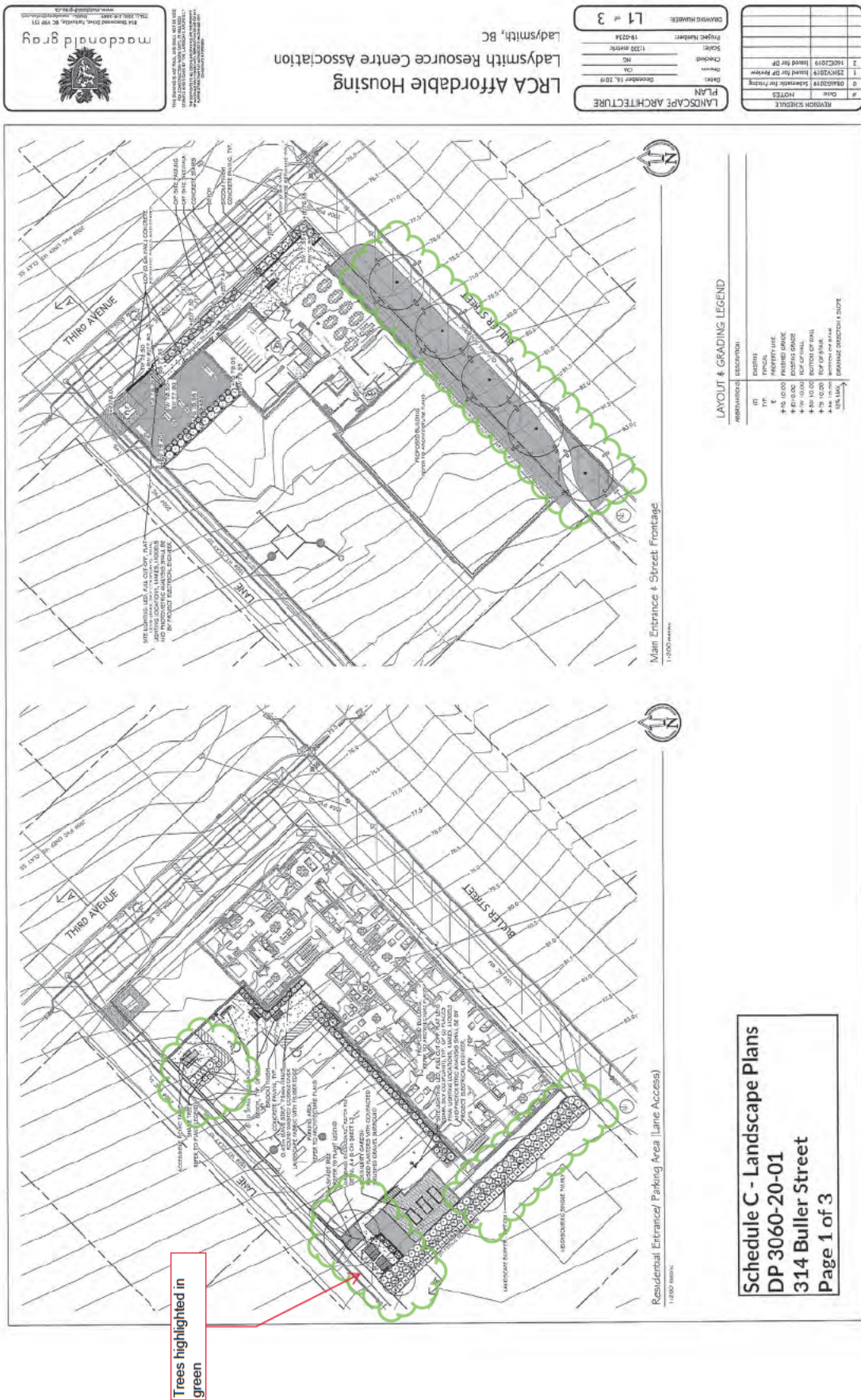
As you consider the application for a development permit amendment, please be aware that constructing roof screening poses a financial burden and potential financial hardship on the Heart on the Hill subsidized housing project. The cost of the proposed screening although lower than the first proposal submitted to you, will consume the contingency fund for the building. This will leave no finances for other issues which may arise in the building. We are asking therefore that you consider this financial burden in your deliberations and grant the application for an amendment.

Thank you for your ongoing support of the Ladysmith Resources Centre Association and the Heart on the Hill housing project. We look forward to continuing to work closely with you on this and other projects.

Sincerely,

Maeve O'Byrne
Interim Executive Director

Attachment E



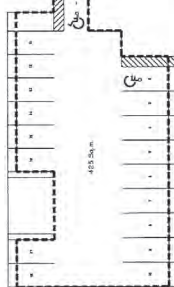
IRRIGATION NOTES

- ### IRRIGATION EQUIPMENT LEGEND

[illegible]

ORIGINAL RESEARCH TO SUPPORT THE NEED FOR CLERICAL BUREAU

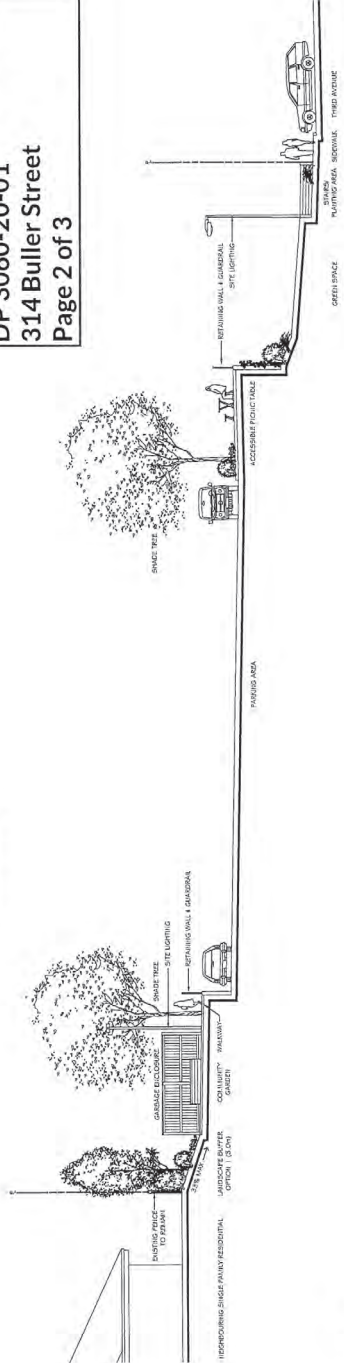
Unclosed parking area = 425 Sq.m.
 425 Sq.m. divided by 4 = 106.25 Sq.m.
 106.25 Sq.m. divided by 100, for Shade
 Total Shade Trees required = 2
 Total Shade Trees provided = 2

[illegible]

500
CALLED TO ATTENTION OF

DPW 3060-20-01

Schedule C - Landscape Plans
DP 3060-20-01
314 Buller Street
Page 2 of 3

Section A-A
1:100 metric

STAFF REPORT TO COUNCIL

Report Prepared By: Erin Anderson, Director of Financial Services
Chris Barfoot, Director of Parks, Recreation & Culture
Reviewed By: Allison McCarrick, CAO
Meeting Date: September 26, 2023
File No:
Re: **Regional Recreation Budget Approval 2024 – Frank Jameson Community Centre**

RECOMMENDATION:

That Council approve the 2024 budget for the Frank Jameson Community Centre as presented in the staff report dated September 26, 2023, and direct staff to submit it to the Cowichan Valley Regional District.

EXECUTIVE SUMMARY:

The Frank Jameson Community Centre (FJCC) is one of the nine regionally significant facilities of the regional recreation funding model. This is the second year of a three-year transition to full regional funding based on usage.

PREVIOUS COUNCIL DIRECTION:

N/A

INTRODUCTION/BACKGROUND:

Council may recall that there was a change in the funding model for some facilities within the CVRD. The Frank Jameson Community Centre (FJCC) is one of the nine regionally significant facilities within the CVRD where funding has moved from the local government to a user-based model.

In 2023, the taxpayers in Ladysmith contributed \$664,767 to the CVRD for the nine facilities and received \$695,205 for FJCC from the Region. This was based on a 1/3rd phased-in amount.

For 2024, the budget for FJCC is expected to be:

FJCC	2024 budget	2025 budget	2026 budget	2027 budget	2028 budget
Revenues:					
Admissions	- 54,400	- 55,488	- 56,598	- 57,730	- 58,884
Passes	- 168,000	- 171,360	- 174,787	- 178,283	- 181,849
Programs	- 330,433	- 337,042	- 343,782	- 350,658	- 357,671
Rentals	- 115,813	- 118,129	- 120,492	- 122,902	- 125,360
Expenses:					
Aquatics	449,949	463,447	477,351	491,671	506,422
Fitness	329,440	339,323	349,503	359,988	370,788
Recreation	286,657	295,257	304,114	313,238	322,635
Admin	848,699	874,160	900,385	927,396	955,218
Facility	743,552	765,859	788,834	812,499	836,874
Capital	409,250	775,000	170,000	430,000	250,000
Net	2,398,901	2,831,027	2,294,528	2,625,220	2,518,173

Estimated Funding - Phased in					
Area G & H funding	- 58,427	-	-	-	-
CVRD Requisition	- 799,634	- 2,831,027	- 2,294,528	- 2,625,220	- 2,518,173
Ladysmith Taxation	- 1,540,840	-	-	-	-

The proposed 2024 capital projects include:

- FJCC Roof Replacement – Phase 1 - \$320,000
- Main Pool regrouting - \$25,000
- Dry-o-Tron mechanical engineering study - \$20,000
- Accessibility Improvements at FJCC - \$37,500
- Accessibility Lift for Main Pool & Hot tub - \$6,750 (after donation funding)

Overall, the request is approximately \$317,768 more than last year, though capital projects account for \$184,250 of that difference. Additional revenues are expected, though some administration and facility costs are greater. The 2023 budget costs for the Facility maintenance were estimated costs as there was no requirement to isolate FJCC expenses from the overall maintenance budget. Staff have adjusted the accounting structure to capture these costs which also accounts for the increase in the Facility maintenance costs.

ALTERNATIVES:

Council can direct staff to adjust the proposed budgets, though the CVRD budget deadline may be impacted.

FINANCIAL IMPLICATIONS:

The Cowichan Valley Regional District will compile all the budgets for the regionally significant facilities and determine the requisition amounts from each of the areas within the CVRD.

Council will deliberate the non-FJCC budget amounts later in the fall along with the rest of the Financial Plan discussions.

LEGAL IMPLICATIONS:

N/A

CITIZEN/PUBLIC RELATIONS IMPLICATIONS:

Citizens can provide input to the Town or through to the newly created Cowichan North Recreation Commission that is comprised of the Fuller Lake Area and FJCC.

INTERDEPARTMENTAL INVOLVEMENT/IMPLICATIONS:

Parks, Recreation & Culture is responsible for preparing their department budget. Finance will provide the information to the CVRD.

ALIGNMENT WITH STRATEGIC PRIORITIES:

☒ Infrastructure

☐ Economy

☒ Community

☐ Not Applicable

☐ Waterfront

I approve the report and recommendation.

Allison McCarrick, Chief Administrative Officer

ATTACHMENTS:

A. 2024 FJCC Capital Projects details

Proposed Capital List

Department	Parks & Rec	Area	Facility Maintenance	YEAR	2024
------------	-------------	------	----------------------	------	------

FJCC Roof replacement - phase 1

Per assessment, 2 lower roof sections need to be replaced in 2024

To replace 2 roof sections to be replaced

Roof failure and leaks will occur causing more damage and costly repairs

Asset Mgmt		Amounts	\$320,000	<input type="checkbox"/> DCC Project	FJCC
Taxation	320,000	DCC	0	Grant - TBD	0
Water Utility	0	Reserve	0	Borrow	0
Sewer Utility	0	Gas Tax	0	Donation/Other	0
C/F	0	Grant-confirmed	0		

Department	Parks & Rec	Area	Facility Maintenance	YEAR	2024
------------	-------------	------	----------------------	------	------

FJCC main pool regrouting

Main pool requires a schedule regrouting every 3-5 years. Next one is due in 2024

To regROUT the main pool as required

water leaks may occur

Asset Mgmt	Repair	Amounts	\$25,000	<input type="checkbox"/> DCC Project	FJCC
Taxation	25,000	DCC	0	Grant - TBD	0
Water Utility	0	Reserve	0	Borrow	0
Sewer Utility	0	Gas Tax	0	Donation/Other	0
C/F	0	Grant-confirmed	0		

Department	Parks & Rec	Area	Facility Maintenance	YEAR	2024
------------	-------------	------	----------------------	------	------

Dry-o-tron - mechanical engineering

Dry-o-tron is nearing end of life. Deficiency within system need to be address during future replacement

To have engineered plans and drawings for replacement of dry-o-tron.

Dry-o-tron is scheduled to be replaced in 2025.

Asset Mgmt	Design/Study	Amounts	\$20,000	<input type="checkbox"/> DCC Project	FJCC
Taxation	20,000	DCC	0	Grant - TBD	0
Water Utility	0	Reserve	0	Borrow	0
Sewer Utility	0	Gas Tax	0	Donation/Other	0
C/F	0	Grant-confirmed	0		

Proposed Capital List

Attachment A

Department	Parks & Rec	Area	Facility Maintenance	YEAR	2024
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Accessibility Improvements - FJCC

To add specific accessibility items to FJCC, additional handicap washroom, automated doors for changerooms to pool deck, tactile strips, high viz nosing, proper handrails

To improve areas for accessibility per 2022 audit.

Continue limiting access to individuals with mobility and dexterity challenges at FJCC

Asset Mgmt		Amounts	\$37,500	<input type="checkbox"/> DCC Project	FJCC
Taxation	37,500	DCC	0	Grant - TBD	0
Water Utility	0	Reserve	0	Borrow	0
Sewer Utility	0	Gas Tax	0	Donation/Other	0
C/F	0	Grant-confirmed	0		

Department	Parks & Rec	Area	Recreation	YEAR	2024
------------	-------------	------	------------	------	------

Accessibility Lift for Main pool & hot tub

Battery power lift with 250lbs capacity, self operable.

This lift will increase the accessibility of the main pool and hot tub for patrons with specific needs.

Current situation defers patrons from accessing facility

Asset Mgmt		Amounts	\$26,750	<input type="checkbox"/> DCC Project	FJCC
Taxation	6,750	DCC	0	Grant - TBD	0
Water Utility	0	Reserve	0	Borrow	0
Sewer Utility	0	Gas Tax	0	Donation/Other	20,000
C/F	0	Grant-confirmed	0		

		ANNUAL TOTAL	\$429,250		
Taxation	409,250	DCC	0	Grant - TBD	0
Water Utility	0	Reserve	0	Borrow	0
Sewer Utility	0	Gas Tax	0	Donation/Other	20,000
C/F	0	Grant-confirmed	0		



MINUTES

Community Planning Advisory Committee

Wednesday, September 6, 2023 at 7:00 p.m.
City Hall Council Chambers, 410 Espanade

PRESENT: Chair – Jason Robertson; Members - Keona Wiley, Julika Pape, Tonya Soules, John Scott; Council Liaison – March Stevens; Development Services Staff - Julie Thompsom (Senior Planner), Andrew Wilson (Planner), Jake Belobaba (Director of Development Services), Julia Tippet (Planner/Recorder)

ABSENT: Members - Jennifer Aker

GUESTS: Applicant - Kevin Owens (File No. 3360-23-01)
Applicant - Jarrod Koster (File No. 3360-23-02)

Julie Thompson, Senior Planner, called the meeting to order at 7:00 PM, acknowledging with gratitude that Ladysmith is located on the unceded territories of the Stz'uminus First Nation.

1. WELCOME, INTRODUCTIONS & ORIENTATION FOR NEW MEMBERS

Development Services Staff and Committee members gave brief introductions. The Senior Planner welcomed new members and provided an overview of the procedures and functions of the Community Planning Advisory Committee and the roles of Committee members.

2. ELECTION OF CHAIR

It was moved, seconded, and carried that Jason Robertson be elected chair of the Community Planning Advisory Committee for this term.

3. AGENDA APPROVAL

It was moved, seconded, and carried that the Agenda of September 6, 2023, Community Planning Advisory Committee meeting be approved.

4. ADOPTION OF MINUTES

It was moved, seconded, and carried that the Minutes of May 3, 2023, Community Planning Advisory Committee meeting be approved.

5. NEW BUSINES

None.

6. COUNCIL REFERRALS

a. Zoning Bylaw Amendment 3360-23-01 – 19 Gatacre Street

Planner Andrew Wilson provided an overview of the proposal for “funeral home” use in the lower floor of a two-storey single family dwelling on the subject property (located in the downtown). Staff explained that the use would be site specific, would not include cremation and would not include hosting funerals on the site. Staff discussed that, in 2016, the Zoning Bylaw (No. 1860) removed

“funeral home” as a permitted use in the Downtown Commercial (C-2) zone, which is why this proposal requires rezoning. Staff added that parking is not a concern as no funerals will be held on-site.

The applicant Kevin Owens provided a brief overview of the proposal and answered questions from Committee members. Committee members discussed the application and asked staff to investigate the reasoning behind the 2016 Zoning Bylaw amendment that removed “funeral home” use from being permitted in the C-2 zone. Committee members were supportive of this application and noted that it aligns with the Official Community Plan’s vision for a mix of uses in the downtown area.

It was moved, seconded, and carried that the Community Planning Advisory Committee recommends that Council support the Zoning Bylaw Amendment application 3360-23-01 (19 Gatacre Street) to permit “funeral home” as a permitted principal use, subject to the condition that conducting funeral services is prohibited.

It was moved, seconded, and carried that the Community Planning Advisory Committee provides the following comments regarding Zoning Bylaw Amendment application 3360-23-01 (19 Gatacre Street):

- **Committee members do not see any downside to this proposed Zoning Bylaw amendment; and**
- **the proposal is consistent with the objectives in the Official Community Plan for the downtown area.**

b. Official Community Plan & Zoning Bylaw Amendment Application 3360-23-02 – 10750 South Watts Road

Senior Planner Julie Thompson provided an overview of the application including site specific changes to the floor space ratio (FSR) and setbacks of the I-2 zone, and a policy amendment in the South Ladysmith Area Plan, to facilitate development of a proposed industrial warehouse and offices. Staff discussed the proposed servicing including an on-site septic system, and connection to the Cowichan Valley Regional District’s (CVRD) Saltair community water system. Staff informed the Committee that this property is also within the Riparian Development Permit Area (DPA 6), and an assessment will be required at the Development Permit stage.

The applicant provided a brief introduction, answered questions from CPAC, and stated that any additional floor space would be contained within the warehouse building footprint and would not add to the total parcel coverage. There was discussion about the contradiction between the maximum parcel coverage and FSR in the I-2 zone.

Committee members discussed the application and commented on the increased impermeable surfaces contributing to more runoff and flooding risk, and possible risks to nearby agricultural land. Committee members discussed potential

conditions to consider regarding the application, including reduced parcel coverage allowance, water capture systems, tree retention, bus stop upgrades, Agricultural Land Reserve setbacks, and energy efficiency. Committee members emphasized it would be beneficial to know the intended industrial use of the proposed warehouse.

Committee members commented that the proposal seems to generally be the type of development envisioned for the South Ladysmith area, and discussed that possible challenges presented by this application include increased traffic and traffic management issues, adequate sewer systems on properties not connected to community sewer, and water retention issues based on more impermeable surfaces.

It was moved, seconded, and carried that the Community Planning Advisory Committee recommends that Council support Zoning Bylaw and OCP Amendment application 3360-23-02 (10750 South Watts Road) as presented, subject to the consideration of the following conditions:

- **decrease the maximum parcel coverage of this property to 45.0%;**
- **add green roof, greywater capture and rainwater collection technologies to the proposal;**
- **ensure tree retention;**
- **provide upgrades to the nearby bus stop;**
- **establish an Agricultural Land Reserve setback for this property; and**
- **prioritize energy efficiency.**

It was moved, seconded, and carried that the Community Planning Advisory Committee recommends that staff review the discrepancies between the floor space ratio and parcel coverage regulations in the I-2 zone.

7. MONTHLY BRIEFING

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

- 624 John Wilson Place (3360-22-09)
- 32 High Street (3060-23-03)

8. NEXT MEETING – TBD

9. ADJOURNMENT

It was moved, seconded, and carried that the meeting be adjourned at 9:35 PM.

Chair (J. Robertson)

RECEIVED:

Corporate Officer (M. O'Halloran)

Committee of the Whole Recommendations to Council September 26, 2023

At its September 12, 2023 meeting, the Committee of the Whole recommended that Council:

1. Direct staff to prepare an amendment to the “Town of Ladysmith 2023-2027 Financial Plan Bylaw, 2023 No. 2141” to reflect the changes outlined in the staff report dated September 12, 2023 from the Director of Financial Services.
2. Direct staff to amend the “Town of Ladysmith Fees & Charges Bylaw 2008, No.1644” to include a charge of \$1 per hour for the first two hours and \$2 per hour thereafter for Electric Vehicle Charging.
3. a) Establish a Rain Barrel Rebate program starting in 2024 to rebate 50 percent to the maximum of \$75 of the cost of one new rain barrel purchased after January 1, 2024, manufactured from a BPA-free Polyethylene material and with the minimum barrel size of 189 litres; and
b) Create an annual Rain Barrel Rebate budget of \$7,500 by cancelling and redirecting the budgeted funds from the Low Flow Toilet Rebate program.
4. Not provide Wi-Fi at Aggie Hall.
5. Amend the Town’s Per Diem policy to align the rates with the Provincial Government and to escalate as per the Provincial rates for Council, Staff and Fire Department members.
6. Defer discussion of a possible service agreement for Ladysmith Days to a Closed Meeting of Council.
7. Direct staff to return to a future Committee of the Whole meeting with policy options for allowing livestock, under permit, for plant or weed control.



COMMITTEE OF THE WHOLE MEETING MINUTES

**Tuesday, September 12, 2023
6:30 P.M.
Ladysmith Seniors Centre
630 2nd Avenue**

Council Members Present:

Councillor Duck Paterson, Chair
Mayor Aaron Stone
Councillor Ray Gourlay
Councillor Amanda Jacobson

Councillor Tricia McKay
Councillor Marsh Stevens
Councillor Jeff Virtanen

Staff Present:

Allison McCarrick
Erin Anderson
Chris Barfoot
Jake Belobaba

Ryan Bouma
Chris Geiger
Matt O'Halloran
Andrea Hainrich

1. CALL TO ORDER AND ACKNOWLEDGEMENT

Councillor Paterson, Chair, called this Committee of the Whole meeting to order at 6:30 p.m., and acknowledged with gratitude that it was being held on the unceded territory of the Stz'uminus First Nation.

2. AGENDA APPROVAL

CW 2023-061

That the agenda for this September 12, 2023 Committee of the Whole meeting be approved.

Motion Carried

3. MINUTES

3.1 Minutes of the Committee of the Whole Meeting held July 11, 2023

CW 2023-062

That the minutes of the Committee of the Whole meeting held July 11, 2023 be approved.

Motion Carried

4. REPORTS

4.1 Building Inspector's Report to August 31, 2023

CW 2023-063

That the Committee receive the Building Inspector's Report for the months May to August 2023.

Motion Carried

4.2 Ladysmith Fire/Rescue Reports for April to August 2023

CW 2023-064

That the Committee receive the Ladysmith Fire/Rescue Reports for the months April to August 2023.

Motion Carried

4.3 Coastal Animal Control Services Reports for April and June 2023

CW 2023-065

That the Committee receive the Coastal Animal Control Services Reports for the months April and June 2023.

Motion Carried

4.4 RCMP Reports for January to June 2023

CW 2023-066

That the Committee receive the RCMP Reports for the months January to March, and April to June 2023.

Motion Carried

4.5 2023 Q2 (April - June) Financial Update

CW 2023-067

That the Committee receive the staff report dated September 12, 2023, regarding the 2023 Q2 (April - June) Financial Update and direct staff to prepare an amendment to the "Town of Ladysmith 2023-2027 Financial Plan Bylaw, 2023 No. 2141" to reflect the changes.

Motion Carried

4.6 Establishment of Electric Vehicle Charging rates

CW 2023-068

That the Committee recommend that Council direct staff to amend the "Town of Ladysmith Fees & Charges Bylaw 2008, No.1644" to include a charge of \$1 per hour for the first two hours and \$2 per hour thereafter for Electric Vehicle Charging.

Motion Carried

4.7 Rain Barrel Program

CW 2023-069

That the Committee recommend that Council:

1. Establish a Rain Barrel Rebate program starting in 2024 to rebate 50 percent to the maximum of \$75 of the cost of one new rain barrel purchased after January 1, 2024, manufactured from a BPA-free Polyethylene material and with the minimum barrel size of 189 litres; and
2. Create an annual Rain Barrel Rebate budget of \$7,500 by cancelling and redirecting the budgeted funds from the Low Flow Toilet Rebate program.

Motion Carried

4.8 Aggie Hall – Wi-Fi Internet Service

CW 2023-070

That the Committee recommend that Council not provide Wi-Fi at Aggie Hall.

Motion Carried

5. COUNCIL SUBMISSIONS

5.1 Per Diem Rates

CW 2023-071

That the Town's Per Diem policy be amended to align the rates with the Provincial Government and to escalate as per the Provincial rates for Council, Staff and Fire Department members.

Motion Carried

5.2 Ladysmith Days Grant in Aid as a Budget Line Item

CW 2023-072

That the Committee defer item 5.2., "Ladysmith Days Grant in Aid" to a Closed Meeting of Council.

Motion Carried

5.3 Allowing Goats or Sheep Under Permit for Plant or Weed Control

CW 2023-073

That the Committee direct staff to return to a future Committee of the Whole meeting with policy options for allowing livestock, under permit, for plant or weed control.

Motion Carried

6. ADJOURNMENT

CW 2023-074

That this Committee of the Whole meeting adjourn at 7:24 p.m.

Motion Carried

CERTIFIED CORRECT

Chair (Councillor D. Paterson)

Corporate Officer (M. O'Halloran)

STAFF REPORT TO COUNCIL

Report Prepared By: Sue Bouma, Administrative Coordinator/Deputy Corporate Officer
Reviewed By: Matt O'Halloran, Manager of Corporate Services
Meeting Date: September 26, 2023
File No: 0550-01
Re: 2024 Council Meeting Schedule

RECOMMENDATION:

That Council confirm the schedule of regular Council and Committee of the Whole meetings for 2024, as attached to the September 26, 2023 staff report, and direct staff to advertise the schedule in accordance with Section 127 of the *Community Charter*.

EXECUTIVE SUMMARY:

Staff are requesting that Council confirm its 2024 meeting schedule and direct staff to publish the calendar as required under the *Community Charter*. A colour coded calendar is attached for Council's convenience. It includes regular Council meeting dates, Committee of the Whole (CoW) meeting dates, statutory holidays and annual conference dates. Council may amend the meeting schedule at any point during the year.

PREVIOUS COUNCIL DIRECTION:

N/A

INTRODUCTION/BACKGROUND:

"Council Procedure Bylaw 2009, No. 1666" states the dates and times of all Regular Council and Committee of the Whole Meetings as follows:

- Regular Council meetings are held on the first and third Tuesday of each month, unless the meeting falls on a statutory holiday.
- No regular meetings will be held during the first week of January and only one meeting will be held in August.
- CoW meetings are held the second Tuesday of every other month.
- Regular Council and CoW meetings will be held at the Ladysmith Seniors Centre, 630 2nd Avenue, unless otherwise noted.

Council Remuneration Policy 05-1920-A lists approved conventions and conferences for Council. The 2024 dates are listed below:

Association of Vancouver Island & Coastal Communities (AVICC)	April 12-14 (Victoria)
Federation of Canadian Municipalities (FCM)	June 6-9 (Calgary)
Union of BC Municipalities (UBCM)	September 16-20 (Vancouver)
Vancouver Island Economic Alliance (VIEA)	2024 dates to be determined (usually in October in Nanaimo)

Based on the information above, the following table highlights the proposed changes to Council's 2024 meeting schedule.

January Council and COW Meetings	Since a meeting is not to be scheduled the first week of January, Council meetings have been rescheduled to the second and fourth Tuesday, and the COW meeting to the third Tuesday.
September Council Meetings	Council meetings have been rescheduled to the first and fourth Tuesday to accommodate the annual UBCM Convention. The COW meeting remains on the second Tuesday of the month.

Throughout the year there may be a need for special meetings and Council, by resolution, can schedule meetings whenever required. Additionally, regular meetings may be cancelled or rescheduled throughout the year as required, provided that sufficient public notice is issued.

ALTERNATIVES:

Council can choose to amend the meeting schedule as specified by Council. (Permanent changes, such as changing the meeting to another time or day of the week would require an amendment to Bylaw No. 1666. This would require a public notice period prior to adoption.)

FINANCIAL IMPLICATIONS:

N/A

LEGAL IMPLICATIONS:

The *Community Charter* requires that local governments annually notify the public of the schedule of regular Council meetings before December 31st for the coming year.

CITIZEN/PUBLIC RELATIONS IMPLICATIONS:

As per "Public Notice Bylaw 2022, No. 2119" notice will be published on the Town's website and in the local newspaper. In addition, it will be posted on the Town notice board and promoted through social media. The notice will also include reference to CoW meetings.

INTERDEPARTMENTAL INVOLVEMENT/IMPLICATIONS:

N/A

ALIGNMENT WITH STRATEGIC PRIORITIES:

- | | |
|---|--|
| <input type="checkbox"/> Core Infrastructure | <input type="checkbox"/> Economy |
| <input type="checkbox"/> Official Community Plan Implementation | <input type="checkbox"/> Leadership |
| <input type="checkbox"/> Waterfront Area Plan | <input checked="" type="checkbox"/> Not Applicable |

I approve the report and recommendation.

Allison McCarrick, Chief Administrative Officer







ATTACHMENT:

- A. Proposed 2024 Council Meeting Schedule

ATTACHMENT A

2024

Town of Ladysmith Council Meeting Calendar

 Council Meeting	 AVICC Conference (Victoria)
 Committee of the Whole	 FCM Convention (Calgary)
 Statutory Holiday	 UBCM Convention (Vancouver)

January						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

February						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

March						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

April						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

May						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

June						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

July						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

October						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

- Regular Council Meetings begin at 7:00pm on the first and third Tuesday of each month (exceptions in January, August and September).
- Committee of the Whole Meetings begin at 6:30pm on the second Tuesday of every other month (exception in January).
- Meetings will be held at the Ladysmith Seniors Centre (630 2nd Avenue).
- Meetings are subject to change, so please contact City Hall to confirm.



STAFF REPORT TO COUNCIL

Report Prepared By: Jake Belobaba, Director of Development Services
Reviewed By: Allison McCarrick, CAO
Meeting Date: September 26, 2023
File No: 1855-23-08
Re: **Rural Economic Diversification and Infrastructure Program (REDIP)**

RECOMMENDATION:

That Council direct staff to include in the 2024-2028 Financial Plan \$125,000 for the planning of a mountain bike trail network with the funds to come from the Rural Economic Diversification and Infrastructure Program for \$100,000 and the remainder to come from prior year surplus.

EXECUTIVE SUMMARY:

Staff are recommending that the Town submit an application to the Rural Economic Diversification and Infrastructure Program (REDIP) with the support of Mosaic Forest Products and the Stz'uminus First Nation to seek funding for Mountain Bike Trail Development.

PREVIOUS COUNCIL DIRECTION:

N/A

INTRODUCTION/BACKGROUND:

On September 17, 2018 Council received the final report on Ladysmith's Economic Development Strategy ([available online at www.ladysmith.ca/docs/default-source/brochures-other-publications-2021/final-sept-19-ladysmith-economic-development-strategy.pdf](http://www.ladysmith.ca/docs/default-source/brochures-other-publications-2021/final-sept-19-ladysmith-economic-development-strategy.pdf)). The Strategy, developed in collaboration with key community stakeholders¹, listed developing a mountain bike trail network as an "Immediate Priority Project" and ranked the project highest in potential economic impacts, drawing parallels to similar communities such as Squamish.

Mountain biking (not to be confused with the broader category of "cycling") involves skilled riders using specialized bikes and equipment, to ride off-road, purpose-built trails. Nonetheless, mountain bike trails in BC are rarely restricted to mountain bikers and are frequently used by hikers, dog walkers, trail runners, equestrians and other users. Mountain bike trails have also

¹ The steering committee included representatives from the Stz'uminus First Nation, Chamber of Commerce, Community Futures, Nanaimo Airport Commission, Chamber of Commerce and Ladysmith Downtown Business Association.

proven to be highly compatible with forestry in BC; many of BC's best trail networks are on active forestry lands.

Since its entry into the mainstream in the 1990s, mountain biking has exploded in popularity. Mountain Bike tourism grew in tandem with the popularity of the sport, with riders travelling not only to high-profile locales like Whistler, but also smaller communities. Today, mountain biking is a 70 million dollar per year industry in BC. It is actively promoted by Destination BC and has a proven track record of creating economic resiliency in communities with resource-based economies (e.g., Squamish, Carcross YT, Cumberland and Burns Lake, among others). A sanctioned trail network offers a significant and mutual, economic opportunity for both the Town (where adjacent retail and food and beverage services are located) and the Stz'uminus First Nation (which is the only major accommodation provider within a 15km radius). It is for these reasons that this project was assigned such a high priority in the Town's Economic Development Strategy.

Ladysmith has several unique advantages as a mountain bike destination:

- Mountain biking, as the name implies, relies on terrain, and Ladysmith is located at the base of mountains. The combined vertical elevation of the Brenton, Coronation, Hall and Stanton Peak Massifs exceeds 4,200 meters and the foothills closer to Town offer gentler, undulating terrain. This topography supports the full spectrum of mountain biking subtypes and skill levels.
- Potential "ride zones" are situated for easy connections to the town centre and residential areas by either proximity or existing multi-use trail systems (e.g., the Stocking Lake and Trans-Canada trail networks and old logging roads).
- Southern Vancouver Island has the warmest winter temperatures in Canada. Ladysmith will have one of the longest, snow-free riding seasons in the country. This will draw riders in the fall, winter and spring who live in areas that are "snowed in".
- Ladysmith is close to major transportation infrastructure—including an international airport.
- The above features of Ladysmith's potential trail network cater to the full spectrum of mountain biking sub-disciplines and abilities and provides a major competitive advantage for Ladysmith as a mountain bike "destination".

Potential areas for mountain biking are located to the west of town and approximately 66% of this land is owned by Mosaic. Almost all of the remaining lands are Crown land over which the Stz'uminus First Nation holds timber licenses. Unlike jurisdictions like North Cowichan, the Town does not have exclusive tenure over potential riding areas and must obtain permission from tenure holders to build trail networks. This necessitates devising mutually-agreed upon trails plans and land use agreements.

Since 2019 staff have engaged with Mosaic and the Stz'uminus First Nation in an attempt to secure access to backcountry areas. These efforts have finally reached a significant milestone where the two tenure holders are in a position to consider permitting access.

REDIP

The REDIP program is administered by the Provincial Ministry of Jobs, Economic Development and Innovation. The Province will invest up to \$33 million for the Rural Economic Diversification and Infrastructure Program, supporting projects in rural communities that promote:

- Economic diversification
- Resilience
- Clean growth opportunities
- Infrastructure development

There are three funding categories under the program:

- Economic Capacity (REDIP-EC), which provides up to \$100,000 to help communities of less than 2,500 people build internal capacity for economic development.
- Economic Diversification (REDIP-ED), which provides up to \$100,000 for projects that promote economic diversification in communities of less than 25,000 people.
- Forest Impact Transition (REDIP-FIT), which provides up to \$500,000 to support economic recovery and transition in rural communities affected by impacts in the forest sector.

The Town is ineligible for REDIP-EC and likely ineligible for REDIP-FIT². Eligible projects under REDIP-ED include community assessment projects such as identifying community economic development capacity, feasibility studies and engagement. Capital funding is also available for shovel-ready projects.

REDIP is open to local governments, indigenous communities, indigenous development corporations and not-for-profits and allows partnerships with the private sector. The program is open until October 30, 2023. Applications approved under this year's program will receive funding in the spring of 2024.

PROPOSAL:

Staff are recommending that the Town submit a REDIP-ED application with support from, or in partnership with Mosaic and Stz'uminus³. Staff propose that the funding be used to undertake a mountain bike trail planning process that would include:

- Sieve mapping to determine areas suitable for trails based on tenure holder buy in, terrain, connectivity to amenity areas (e.g., Downtown), forestry activities, environmentally sensitive areas, other recreational uses, existing and planned forestry operations and similar factors.
- A feasibility and economic impact analysis to determine the return on investment (e.g., food and beverage sales, room night revenue, job creation) of the trail network on the respective economies of the Town and Stz'uminus' communities.

² REDIP-FIT was developed for the purpose of supporting communities with significant impacts to forestry sector, such as a mill decommissioning or catastrophic wildfire.

³ The program has specific considerations for applications made in partnership vs. applications made with support, staff are still evaluating which option is most likely to result in a successful application.

- Identifying companion improvements and programs such as improvements to multi-use trails, amenities (e.g., picnic shelters), facilities and programs that help businesses attract mountain bikers (e.g., bike racks in front of local restaurants, business resources, etc.).
- Regulations and improvements that would minimize user conflicts such as signage and trail rules.
- Preliminary costing.
- The preparation of negotiated tenure agreements.

Ideally, the outcome of the project would create a shovel-ready project that would set the Town up for future funding and approvals.

Approximately \$3,000 is needed for a consultant to prepare the grant application which is available in existing budgets.

ANALYSIS:

The proposal supports a major initiative under the Economic Development Strategy. Policy 7.1 of Part 7 (Local Economy) of the Town's OCP lists developing a mountain bike trail network as the third highest priority. Arts and Heritage Hub development, and Marina expansion are the top two priorities under this policy, however these projects are well underway under other funding streams and are less ideal for REDIP funding due to their complexity, status and eligibility for different funding programs.

A successful REDIP application sets the stage for a shovel-ready mountain-bike trail network and positions the Town to secure additional funding for trail development. Trail development projects are quick and comparatively inexpensive to implement; it is foreseeable that a trail network could be established and operating within the next five years. Staff recommend submitting a REDIP-ED grant as proposed.

ALTERNATIVES:

Council can choose to:

1. Not apply for REDIP.
2. Apply for REDIP for a different project.

FINANCIAL IMPLICATIONS:

REDIP-ED covers 80% of project costs. Staff recommend allocating \$25,000 from prior year surplus to cover the Town's portion of the project.

LEGAL IMPLICATIONS:

N/A

CITIZEN/PUBLIC RELATIONS IMPLICATIONS:

If funding is received the project will include consultation with stakeholders.

INTERDEPARTMENTAL INVOLVEMENT/IMPLICATIONS:

If funding is received. Development Services/Economic Development will work closely with Parks and Recreation and other Town departments to implement the project.

ALIGNMENT WITH STRATEGIC PRIORITIES:

- | | |
|--|---|
| <input type="checkbox"/> Core Infrastructure | <input checked="" type="checkbox"/> Economy |
| <input checked="" type="checkbox"/> Official Community Plan Implementation | <input type="checkbox"/> Leadership |
| <input type="checkbox"/> Waterfront Area Plan | <input type="checkbox"/> Not Applicable |

I approve the report and recommendation.

Allison McCarrick, Chief Administrative Officer

STAFF REPORT TO COUNCIL

Report Prepared By: Ryan Bouma, Director of Infrastructure Services
Reviewed By: Allison McCarrick, CAO
Meeting Date: September 26, 2023
File No:
Re: **2023/2024 Disaster Risk, Climate Adaption Grant Funding**

RECOMMENDATION:

That Council direct staff to:

1. Include in the 2024-2028 Financial Plan funding for the Decommissioning of old weirs on the lower portion of Holland Creek, with the funding to come from grants; and
2. Apply for grant funding under the UBCM Community Emergency Preparedness Fund, Disaster Risk Reduction - Climate Adaption stream for the Decommissioning of old weirs on the lower portion of Holland Creek and commit to cover any unexpected ineligible costs and project overruns.

EXECUTIVE SUMMARY:

Staff are recommending the Town submit an application for the UBCM Community Emergency Preparedness Fund, Disaster Risk Reduction - Climate Adaption (DRR-CA) stream to fund the decommissioning of old weirs on the lower portion of Holland Creek.

PREVIOUS COUNCIL DIRECTION:

N/A

INTRODUCTION/BACKGROUND:

The Union of BC Municipalities has announced funding available under the DRR-CA intended to support local governments to better prepare for disasters and reduce risk from natural hazards in a changing climate.

There are three funding categories under this stream:

- Category 1: Foundational activities (risk mapping, risk assessments, planning), which provides up to \$150,000 per applicant.
- Category 2: Non-structural activities (land use planning, community education, purchase of eligible equipment), which provides up to \$150,000 per applicant.
- Category 3: Small scale structural activities, which provides up to \$5 million.

Municipalities can apply for one project per funding stream and must have the project completed within 2 years of grant approval. The deadline to apply is October 6, 2023. Staff are recommending applying for the decommissioning of old weirs on the lower portion of Holland Creek under Category 3.

This project will include an assessment of the old weirs/dams (ongoing), recommendations to mitigate risk over the winter, developing a decommissioning plan and tender, and removal of the weirs (summer 2024). It is anticipated that the work must be completed within a narrow fishery window, typically mid-June to September.

As this decommissioning was not included in the Town's capital planning, applying for the DRR-CA grant provides a needed funding opportunity.

ALTERNATIVES:

Council can choose to:

1. Direct staff to not apply for funding; or,
2. Apply for the DRR-CA grant for a different project.

FINANCIAL IMPLICATIONS:

The grant funding covers 100% of project costs to a maximum of \$5 million.

LEGAL IMPLICATIONS:

N/A

CITIZEN/PUBLIC RELATIONS IMPLICATIONS:

N/A

INTERDEPARTMENTAL INVOLVEMENT/IMPLICATIONS:

Infrastructure Services, Financial Services, the CAO's office, and Corporate Services will work together to submit the application.

ALIGNMENT WITH STRATEGIC PRIORITIES:

- | | |
|---|---|
| <input checked="" type="checkbox"/> Core Infrastructure | <input type="checkbox"/> Economy |
| <input type="checkbox"/> Official Community Plan Implementation | <input type="checkbox"/> Leadership |
| <input type="checkbox"/> Waterfront Area Plan | <input type="checkbox"/> Not Applicable |

I approve the report and recommendation(s).

Allison McCarrick, Chief Administrative Officer

ATTACHMENT:

A. Program and Application Guide

Community Emergency Preparedness Fund

Disaster Risk Reduction – Climate Adaptation

2023/24 Program and Application Guide

Application Deadlines: October 6, 2023 and March 28, 2024

1. Introduction

The [Community Emergency Preparedness Fund](#) (CEPF) is a suite of funding streams intended to support First Nations and local governments to better prepare for disasters and reduce risks from **natural hazards** in a changing climate. Funding is provided by the Province of BC and is administered by the Union of BC Municipalities (UBCM).

As of April 2023, the funding streams include:

- Disaster risk reduction-climate adaptation
- Emergency operations centres equipment and training
- Emergency support services equipment and training
- Extreme temperatures risk mapping, assessment, and planning
- Indigenous cultural safety and cultural humility training
- Public notification and evacuation route planning
- Volunteer and composite fire departments equipment and training

Please refer to [Appendix 1](#) for definitions of terms used in this guide. All defined terms are in **bold** in the program guide.

Background

Many communities across the province have experienced serious economic loss, social disruption, and damage to important infrastructure from **natural hazards** and climate-related disasters. Investing in **disaster risk reduction** and enhancing the **resilience** of communities will help reduce these impacts in the future.

Natural hazards can include earthquakes, tsunamis, floods, drought, heatwaves, debris flows, and landslides. Some **hazards** are slow in their onset (e.g., changes in temperature and precipitation leading to ecosystem impacts), while others happen more suddenly (e.g., earthquakes, floods, heat waves). Climate change increases the likelihood of weather-driven **natural hazards** occurring (e.g., debris flows, drought, wildfire), the severity of disasters, and the occurrence of cascading events.

Disaster Risk Reduction – Climate Adaptation (DRR-CA) Funding Stream

The intent of the DRR-CA funding stream is to support eligible applicants to reduce **disaster risks** from **natural hazards** and climate-related events. Funding is divided into three categories:

- [Category 1](#): Foundational activities (risk mapping, risk assessments, planning)
- [Category 2](#): Non-structural activities (land use planning, community education, purchase of eligible equipment)
- [Category 3](#): Small scale structural activities

Foundational activities support community **resilience** by providing data, building partnerships, and supporting long-term **disaster risk reduction-climate adaptation** planning. Knowledge that is up-to-date and accessible will help guide land use and development decisions of communities and helps to identify areas of high risk, and areas in need of non-structural or structural projects, including enhanced education and awareness, strategic relocation, and nature-based solutions.

For support integrating climate change into your community's application, contact
[EMCR's Disaster Mitigation & Adaptation Branch](#).

2. Eligible Applicants

All First Nations (bands and Treaty First Nations) and local governments (municipalities and regional districts) in BC are eligible to apply.

Eligible applicants can submit one application per funding stream intake. This includes applying as a partnering applicant in a regional application.

3. Grant Maximum

The DRR-CA funding stream can contribute 100% of the cost of eligible activities to a maximum of:

- [Category 1](#) (Foundational Activities): \$150,000 per applicant
- [Category 2](#) (Non-Structural Activities): \$150,000 per applicant
- [Category 3](#) (Small Scale Structural Activities): \$5 million

The Evaluation Committee may recommend that an application be approved in full or in part, based on available funding and the merit of the proposed project in each category.

To ensure transparency and accountability in the expenditure of public funds, all other contributions for eligible portions of the project must be declared and, depending on the total value, may decrease the value of the funding. This includes any other grant funding and any revenue that is generated from activities that are funded by the CEPF.

4. Eligible Projects

To qualify for funding, proposed activities must support eligible applicants to reduce **disaster risks** from **natural hazards** and climate-related events and be:

- A new or a subsequent phase of a DRR-CA related project (retroactive funding is not available);
- Capable of completion by the applicant within two years from the date of grant approval;
- For either:
 - **Publicly owned land** and/or **First Nations land**;
 - **First Nations owned buildings** or **publicly owned buildings**; and/or,
 - **Publicly, provincially and First Nations owned Critical Infrastructure**. Note, for [Category 3](#) projects, the asset or infrastructure must be owned by the primary applicant or a sub-applicant.
- Demonstrative of engagement with:
 - First Nations and/or Indigenous organizations in advance of submitting the application and as part of the proposed project (e.g., collaborative planning tables; incorporating First Nation values and perspectives in proposed activities; existing outreach, plans, engagement reports or processes; including First Nation engagement costs in the budget; completion of Indigenous Cultural Safety and Cultural Humility Training). Engagement by local governments both locally and regionally can help build relationships with First

- Nations, benefit both communities and enhance reconciliation. More information on engagement best practices is available [here](#);
 - Neighbouring jurisdictions and other impacted or affected parties (e.g., equity organizations, agricultural sector, critical infrastructure owners) as appropriate to the project.
- Evidence-based, including Indigenous knowledge. [The United Nations Words into Action: Using Traditional and Indigenous Knowledges for Disaster Risk Reduction guide](#) provides more information about how to use Traditional Knowledge to reduce, prepare for, and respond to disasters;
- Where applicable, eligible for required approvals, authorizations, and permits;
- Developed and constructed to ensure that project risk is not increased, or transferred, to any parties or to the environment (e.g., transfer of flood risk downstream, destruction of fish habitat, introduction of pollutants to the environment; and,
- Able to demonstrate that climate change is integrated into project methodology and deliverables to adapt to the impacts of climate change. While a range of scenarios are recommended, at a minimum the use of emissions scenarios RCP 8.5 or SSP5_8.5 is required. Small scale structural projects should use scenarios (or equivalent amount of global warming) appropriate for the design life. Refer to [Appendix 2](#) for examples of climate information sources.

Regional Projects

Funding requests from two or more eligible applicants for regional projects may be submitted as a single application for eligible, collaborative projects. For [Category 1](#) and [Category 2](#), the maximum funding available would be based on the number of eligible applicants included in the application. For [Category 3](#), the maximum funding is \$5 million regardless of the number of projects or partnering applicants.

It is expected that regional projects will demonstrate cost-efficiencies in the total grant request. Regional approaches to DRR-CA are strongly encouraged where appropriate. Approved projects in neighbouring geographic regions may be asked to coordinate to ensure risks to both communities are adequately addressed.

The primary applicant submitting the application for a regional project is required to submit a resolution as outlined in [Section 7](#) of this guide. Each partnering applicant is required to submit a resolution that clearly states their approval for the primary applicant to apply for, receive, and manage the grant funding on their behalf.

5. Requirements for Funding

As part of the approval agreement, approved applicants must agree to the following requirements for funding:

- Approved applicants are required to grant the Province of British Columbia free and clear access and distribution rights, specifically a perpetual, royalty-free, non-exclusive, worldwide license to use, reproduce, modify, and distribute, any and all of reports, spatial data products and images acquired/produced using CEPF funding;
- Approved applicants may need to work with EMCR and GeoBC to support integration of Value-Added Products, derived products, and methodology into the Provincial Data Repository and Web Mapping Platforms. This may include transferring knowledge to replicate the solutions created on proprietary mapping platforms managed by the applicants. EMCR may work with applicants to ensure an integrated and collaborative approach is taken to collect, capture, analyze, visualize, and manage data and information based on consistent standards and data models to be used by all applicants;

- Please note that the two statements above do not apply to any product, data, information or image which may include Indigenous knowledge. EMCR and GeoBC respect the First Nations principles of Ownership, Control, Access and Possession (OCAP)®;
- Any in-person activities, meetings, or events must meet public health orders and/or guidance;
- Activities must comply with all applicable privacy legislation under the *Freedom of Information and Protection of Privacy Act* in relation to the collection, use, or disclosure of personal information while conducting funded activities. Personal information is any recorded information about an identifiable individual other than their business contact information. This includes information that can be used to identify an individual through association or inference;
- Develop project deliverables (input data, final maps, digital deliverables, and technical reports) that, where applicable, meet all existing federal and provincial guidelines and adhere to any relevant EGBC Professional Practice Guidelines. Refer to [Appendix 2](#) for examples of applicable standards and guidelines; and,
- Where applicable, the Qualified Professionals that manage the proposed project must be subject matter experts and any professional activities must be developed and signed by a qualified professional as per the *Professional Governance Act*. Refer to [Appendix 2](#) for examples of applicable standards and guidelines.

6. Eligible and Ineligible Costs and Activities

Eligible Costs and Activities

Eligible costs are direct costs that are approved for funding, 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.

Category 1: Foundational Activities

In addition to the eligibility and funding requirements for all proposed activities identified in [Section 4](#) and [Section 5](#), all Category 1 projects must demonstrate that a new/updated body of knowledge related to one or more **natural hazards** and/or climate risks is developed or revised.

Risk Mapping

Risk mapping allows a community to determine its vulnerabilities more accurately in relation to **natural hazards** and climate risks. Eligible activities include the development and/or modernization of maps (e.g., tsunami, flood, extreme temperatures) as well as maps focused on better understanding community assets and/or vulnerabilities.

For example, flood risk maps (i.e., inundation, **hazard**, risk) identify the boundaries of a potential flood event and show the likely effects of floods on human health, economic activity, the environment, and cultural values and heritage.

Prior to submitting a proposal for flood risk mapping please contact EMBCDisasterMitigation@gov.bc.ca.
At this time, seismic microzonation mapping is currently not an eligible activity. For more information, please contact Seismic@gov.bc.ca.

Risk and Resilience Assessments

Risk and **resilience** assessments identify the social, economic, and environmental impacts that events will have on the community, including identifying **natural hazards**, climate-related risks, cascading or compounding events, community and infrastructure vulnerabilities, risk tolerance or risk threshold, and the overall risk profile for a community.

Eligible activities include development of risk and/or **resilience** assessments for one or more **natural hazards** and/or climate related risks.

Planning

DRR-CA plans must address **natural hazards** and climate-related risks through the prioritizing of options and development of recommendations to reduce current and/or potential impacts. This can include identifying broad **disaster risk reduction** and **climate adaptation** goals, objectives, and strategies to meet those goals, and key planning activities including developing options (e.g., structural and non-structural) as well as preliminary cost estimates for these options.

Eligible activities include:

- Completion of a DRR-CA plan or a multi-**natural hazard**/climate risk **resilience** plan, including extreme temperature or drought plans;
- Assessment of the community's adaptive capacity;
- Preliminary planning and design activities related to the development of proposed structural projects; and,
- Benefit-cost analysis to assess the future risk reduction options under consideration and comparing the potential benefits to its costs. It is recommended that a comparison between structural (green or grey infrastructure) and non-structural (bylaws, strategic relocation) is included, where possible.

Category 2: Non-Structural Projects

Applicants may apply for Category 2 projects that are dependent on the outcomes of [Category 1](#) activities provided that the project workplan clearly demonstrates that the Category 1 activities will be completed before Category 2 activities are started.

Non-structural projects are measures designed to reduce risks to a community from **natural hazards** and climate-related risks through modifications in human actions, human behaviour, or natural processes. Eligible projects must build on the foundational activities outlined above and support communities to effectively reduce risks from **natural hazards** and climate-related disasters.

Land Use Planning and Education

Land use planning, community education, and monitoring equipment support community **resilience** by using data, building partnerships, and supporting long-term **disaster risk reduction-climate adaptation** at the community level. Eligible activities include:

- Land use planning that contributes to long-term **disaster risk reduction-climate adaptation** (e.g., amendments to relevant plans, bylaws, and policies);
- Developing **disaster risk reduction-climate adaptation** policies and practices for the design and maintenance of **First Nations land** and/or **publicly owned land**, such as parks and open spaces, and/or for the design and maintenance of **First Nations owned buildings** and/or **publicly owned buildings**
- Purchasing monitoring equipment (e.g., hydrometric stations) for data collection. Refer to [Appendix 2](#) for examples of existing monitoring resources and organizations.
- Delivering community education and awareness projects (e.g., community workshops, story maps, public art projects) that are primarily focused on community-level **disaster risk reduction-climate adaptation**

Temporary Mitigation Equipment

Temporary **mitigation** equipment reduces community risk from **natural hazards** and climate-related disasters in situations where no long-term structural solutions are readily available or where a community needs more time to find a long-term structural solution. Applications that include temporary **mitigation** equipment must demonstrate that the community has the capacity and a plan in place for the maintenance and repair of the equipment, as well as a deployment and removal plan.

Eligible temporary **mitigation** equipment includes the purchase of:

- Types of sandbags that are not provided by EMCR (e.g., Bulk Bags)
- Other flood barrier assets (e.g., Tiger dams, gabion baskets, etc.)
- Portable air conditioners and air scrubbers (only for use in **First Nations owned buildings** and **publicly owned buildings**)
- Misting/water bottle refill stations
- Storage for temporary **mitigation** equipment, limited to shipping containers and trailers, and including minor renovations (e.g., wiring, cabling, installation of shelving) to storage units.

Ongoing operations (including installation and removal), maintenance, training, and deployment of temporary **mitigation** equipment are the responsibility of the applicant(s), and applicants need to demonstrate that they have a plan in place.

Category 3: Small-Scale Structural Projects

Small-scale structural projects include new construction and/or modification or reinforcement of existing **publicly, provincially, and First Nations owned Critical Infrastructure, First Nations owned buildings** or **publicly owned buildings**, including **natural infrastructure**, in order to reduce the risks of **natural hazards** and climate-related disasters.

For the purpose of CEPF funding, small-scale structural projects are required to reduce the risks of **natural hazards** and climate-related disasters in relation to existing community composition, land use, infrastructure, etc. Generally speaking, it is not the intent of Category 3 funding to support recreational infrastructure or future or recent development in a known **hazard** area.

In addition to the eligibility and funding requirements for all proposed activities identified in [Section 4](#) and [Section 5](#), Category 3 projects must:

- Demonstrate that:
 - the appropriate foundational activities (risk mapping, assessment, and/or plans) have been completed. The foundational activities ([Category 1](#)) required to support Category 3 projects cannot be submitted in the same application;
 - impacted and affected parties were engaged before the application is submitted; and,
 - the project is ready for implementation.
- Be financially sustainable for the community.

Eligible activities include:

- Installation of structural flood protection works, or upgrades/retrofits to modernize existing structural flood protection works (e.g., dikes, flood walls, pump stations, flood boxes, debris catchment structures, seawalls, bulkheads, jetties, dam flood risk reduction);
- Construction of flood conveyance works (e.g., bypass channels);
- Daylighting or opening up buried watercourses (e.g., streams, creeks, rivers) and restoring to more natural conditions;
- Dam or dike decommissioning and floodplain restoration;
- Slope stabilization projects relating to debris flow risk reduction;
- Wetland restoration and/or rain gardens, bioswales, and infiltration bulges;
- Beach nourishment and/or bank stabilization;
- Restoring natural shoreline protection through wetland, kelp forests, clam beds, and marsh and beach nourishment to create a soft edge natural shoreline structure to protect against sea level rise and storm surges;

- Public cooling/warming infrastructure, including **natural infrastructure** (e.g., treed areas), to reduce community vulnerability to extreme temperatures (e.g., designated cooling/warming centres, cooling corridors), excluding activities funded under the [Extreme Weather Response program](#);
- Vertical evacuation refuge structures limited to communities with potential tsunami inundation and where the population is unable to evacuate to high ground. Applicants must demonstrate the planned and potential uses for a refuge structure; and,
- Other innovative projects that clearly demonstrate risk reduction potential and/or transferable learnings to other communities in BC.

In order for the technical review team to evaluate Category 3 projects, enough information must be provided to ensure the proposed project meets the criteria listed above. Generally, this means that the risk reduction and/or adaptation strategy has been identified, preliminary planning and design is complete, cost estimates are developed, and benefit-cost analysis has been completed.

If these components are not complete, applicants should apply to complete this work under [Category 1](#) or [Category 2](#) funding. If this option is pursued, the balance of the project cannot be applied for under Category 3 in the same application. Funding permitting, the balance of the project could be proposed under future intakes of DRR-CA provided that the Category 1 and/or Category 2 project is complete.

Additional Eligible Costs and Activities (for all Categories)

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

- Incremental applicant staff and administration costs (e.g., creating a new position or adding new responsibilities to an existing position);
- Consultant/contractor costs. Please note: if you intend to hire a qualified professional to support proposed activities, professional consultant rates will only be considered for activities that represent respective professions. For other activities (e.g., planning events) consultant rates are expected to be commensurate with the type of activity being undertaken;
- Identification/incorporation of community and cultural values. This includes seeking advice from Indigenous Knowledge Holders, other experts (e.g., health authorities, First Nations Health Authority) and the community (e.g., equity-denied populations, Indigenous organizations, Indigenous Nations, local governments, agricultural sector, critical infrastructure owners).;
- Honoraria for cultural leaders, Elders, Indigenous knowledge keepers, and/or cultural keepers. Note: these honoraria should reflect the role of Indigenous Peoples as subject matter experts and be equitable to consultant rates;
- Costs related to local cultural protocols (e.g., gifts, cultural ceremonies);
- Honoraria for equity-denied populations or service organizations that support equity-denied populations;
- Translation costs and the development of culturally appropriate education, awareness, or engagement materials;
- Presentation to Band Council, Treaty First Nation government, local government Council or Board, or community organizations, etc.;
- Where applicable, costs related to required approvals, authorizations and permits, including costs related to fish friendly design and fish habitat compensation works as required to meet permitting requirements; and,
- Public information costs. Please note: public information costs (e.g., workshops, printed materials) need to align with the intent of the funding stream and provide benefit to the community at large.

Ineligible Costs and Activities (for all Categories)

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

- Routine or ongoing operating costs or activities (e.g., heating, cooling and lighting; security, software or service subscriptions; or membership fees);
- Routine or ongoing planning costs or planning activities that are not incremental to the project;
- Regular salaries and/or benefits of applicant staff or partners;
- Duplication of recently developed information, maps, or imagery (e.g., LIDAR) provided the information remains accurate;
- Project-related fees payable to the eligible applicant(s) (e.g., permit fees);
- Costs related to individual or household preparedness or **mitigation** work, including workshops and purchase of emergency supplies (e.g., first aid kits, evacuation supplies) for community members or households;
- Development of curriculum for Kindergarten to Grade 12 education;
- Major capital improvements or major renovations to existing facilities and/or construction of new, permanent facilities (except designated cooling/warming centres);
- Purchase of promotional items, door/raffle prizes, give-away items, and/or gifts for community members (except costs related to local cultural protocols);
- Wildfire risk reduction and FireSmart planning and activities (refer to [FireSmart Community Funding & Supports](#));
- Low carbon, energy, and/or emissions inventories and plans (refer to [the Community Climate Funding Guide](#));
- Qualitative Hazard, Risk and Vulnerability Assessment (HRVA) activities not directly related to the approved project;
- Temporary **mitigation** equipment that is provided by EMCR (e.g., sand, burlap, and photodegradable polypropylene sandbags);
- Purchase of buildings or land and/or legal or contract costs related to the purchase of buildings or land;
- Purchase of public notification systems; and,
- Projects that create an orphan structure for which tenure and/or maintenance responsibility does not remain with the First Nation or local government.

In addition, for [Category 3](#), the following activities are not eligible for funding:

- On-going operating and maintenance costs;
- Storm water infrastructure;
- Relocation or raising of homes, businesses, and communities;
- Sediment or debris removal, or clean out of debris control structures;
- Building evacuation roads; and,
- Purchase of heat pumps (refer to [Clean BC Better Buildings](#)), unless they are part of improvements to designated cooling/warming centres identified above.

7. Application Requirements and Process

UBCM is in the process of implementing an online application tool. Information on this tool will be available later in 2023.

Application Deadline

Funding permitting, two application deadlines are scheduled for 2023/2024: October 6, 2023 and March 28, 2024. Applicants will be advised of the status of their application within 120 days of the application deadline.

Required Application Contents

EMCR and GeoBC respect the First Nations principles of OCAP®. Any product, data, or information which may include Indigenous knowledge may be submitted at the discretion of the applicant.

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

- Completed Application Form and all required attachments;
- Band Council resolution, Treaty First Nation resolution, or local government Council or Board resolution indicating support for the current proposed activities and willingness to provide overall grant management;
- Detailed work plan that includes a breakdown of work activities, tasks, deliverables or products, resources, timelines (start and end dates), and other considerations or comments;
- Detailed budget that indicates the proposed expenditures from CEPF and aligns with the proposed activities outlined in the application form. Although additional funding or support is not required, any other grant funding or in-kind contributions must be identified;
- Map(s) indicating the location of the proposed project(s);
- If applicable, copies of any relevant documents that support the rationale for this project must be included with this application;
- For regional projects only: Band Council resolution, Treaty First Nation resolution, or local government Council or Board resolution from each partnering applicant that clearly states their approval for the primary applicant to apply for, receive, and manage the grant funding on their behalf. Resolutions from partnering applicants must include this language.

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 by e-mail: cepf@ubcm.ca

Review of Applications

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

All eligible applications will be assessed and scored as part of a technical review process. Point values and weighting have been established within each of these scoring criteria. Only those applications that meet a minimum threshold point value will be considered for funding.

Higher application review scores will be given to projects that:

- Align with the intent of the DRR-CA funding stream:
 - Demonstrate rationale and evidence of how the **natural hazard** and/or climate risk is being assessed through threat levels (e.g., as identified in completed risk assessments) and projected climate risks and/or recent history (e.g., evacuation order, disaster financial assistance);
 - Meaningfully consider and adapt to the impacts of climate change in the project methodology and deliverables (e.g., planning, design);
 - Increase understanding of the social, cultural, economic, and/or environmental impacts of **natural hazards** and/or climate-related risks to the community; and,
 - Identify or achieve co-benefits (e.g., assessing multiple **hazards**, protecting valuable cultural assets, reducing greenhouse gas emissions, improving community health and wellbeing, enhancing biodiversity);
- Demonstrate evidence of engagement with First Nations and/or Indigenous organizations in advance of submitting the application and as part of the proposed project (e.g., collaborative planning tables; incorporating First Nation values and perspectives in proposed activities; existing outreach, plans, engagement reports or processes; including First Nation engagement costs in the budget; completion of Indigenous Cultural Safety and Cultural Humility Training);
- Effectively engage with neighbouring jurisdictions and other impacted or affected parties (e.g., equity organizations, agricultural sector, critical infrastructure owners) as appropriate to the project. Rural and remote communities may want to consider engaging with regional districts and/or health authorities, and First Nation applicants may want to consider engaging with the First Nations' Emergency Services Society or the First Nations Health Authority;
- Are cost-effective. Projects with higher requested funding amounts will be evaluated to ensure they demonstrate a proportionately higher risk reduction benefit to justify the increased funding amount;
- Contribute to a comprehensive, cooperative, and regional approach and benefits; and,
- Demonstrate how diverse populations, including equity-denied populations, will be involved or benefit from this project (e.g., engagement considers for non-English speaking populations, DRR-CA measures that benefit equity-denied populations);

As required, the Evaluation Committee may consider the provincial, regional, and urban/rural distribution of proposed projects and previous CEPF funding. Recommendations will be made on a priority basis. All funding decisions will be made by UBCM.

UBCM may share all applications with the Province of BC and First Nations' Emergency Services Society
--

8. Grant Management and Applicant Responsibilities

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

Approved applicants are 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 and 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. The Approval Agreement is required to be signed and returned to UBCM within 30 days.

Grants are awarded in two payments: 50% when the signed Approval Agreement has been returned to UBCM, and the remainder when the project is complete and the final reporting requirements have been met.

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

Progress Payments

To request a progress payment, approved applicants are required to submit the [Interim Report Form](#). The form will require the following information:

- Description of activities completed to date;
- Description of funds expended to date; and,
- Written rationale for receiving a progress payment.

Post Grant Approval Meeting

As a condition of grant approval, all approved applicants may be required to meet with EMCR or an applicable provincial partner (e.g., GeoBC, Deputy Inspector of Dikes for the region), or designate, to discuss the project prior to commencing work.

Changes to Approved Projects (Amendment Requests)

Approved grants are specific to the project as identified in the approved application and grant funds are not transferable to other projects. Generally speaking, this means funds cannot be transferred to an activity that was not included in the approved application or to a new or expanded location.

Approval from UBCM and/or the Evaluation Committee will be required for any variation from the approved project. Depending on the complexity of the proposed amendment, requests may take up to 120 days to review.

To propose changes to an approved project, applicants are required to submit the [Interim Report Form](#). If UBCM determines the amendment is eligible for consideration, applicants will be required to submit:

- Amended application package, including updated, signed application form, required attachments, and an updated Band Council resolution, Treaty First Nation resolution, or local government Council or Board resolution;
- For regional projects only, evidence of support from partnering applicants for proposed amendments; and,
- Written rationale for proposed changes to activities and/or expenditures.

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

Extensions to Project End Date

All approved activities are required to be completed within the time frame identified in the approval agreement and all extensions beyond this date must be requested in writing and be approved by UBCM.

The [Interim Report Form](#) will be required to be submitted for all extensions request over six months. Extensions will not exceed one year from the date of the original final report deadline.

9. Final Report Requirements and Process

All funded activities must be completed within two years of notification of funding approval and final reports are due within 30 days of project completion.

EMCR and GeoBC respect the First Nations principles of OCAP®. Any product, data or information which may include Indigenous knowledge may be submitted at the discretion of the applicant.

Final Reports

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

- Completed Final Report Form with all required attachments;
- Detailed financial summary that indicates the actual expenditures from CEPF and other sources (if applicable) and that aligns with the actual activities outlined in the Final Report Form;
- Copy of final technical report (i.e., consultant's report) and, where applicable, the following:
 - Completed Risk Maps, Risk Assessments, and DRR-CA Plans;
 - Evidence of Non-Structural activities undertaken (e.g. bylaws, photos of non-structural community engagement activities); or,
 - Evidence of a completed Small-Scale Structural project including project details (location, background, scope, funding agency), design analyses and assumptions, construction completion report, field work considerations, as-built drawings, recommendations on operation and maintenance of structural works, regulatory approvals received, etc.; and,
 - High resolution photos of completed Small-Scale Structural projects.
- Full size PDF copies of all maps created as result of the project;
- Spatial data and metadata for all maps identified above. LiDAR and orthoimagery products data and derivative products acquired/produced with CEPF funding must meet [Specifications for Airborne LiDAR for the Province of British Columbia](#);
- Photos of funded activities and/or completed projects; and,
- Links to media directly related to the funded project.

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 by e-mail: cepf@ubcm.ca.

Review of Final Reports

UBCM will review final reports to ensure the required report contents have been submitted. Following this, all complete final reports and deliverables will be reviewed by EMCRC.

UBCM may share all report materials with the Province of BC and
the First Nations' Emergency Services Society

10. Additional Information

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

E-mail: cepf@ubcm.ca

Phone: (604) 270-8226 ext. 220

Appendix 1: Definitions

Please refer to [CEPF Definitions](#) for defined terms used throughout the Community Emergency Preparedness Fund program and application materials. The following definitions apply to the Disaster Risk Reduction-Climate Adaptation funding stream.

Climate Adaptation: Proactively understanding and preparing for the changing climate and reducing climate-related risks. Some climate impacts are related to sudden disaster events, such as flooding and wildfire, while others occur more slowly over time such as sea level rise, species and ecosystem shifts, and water shortages ([BC's Climate Preparedness and Adaptation Strategy](#))

Disaster Risk: The potential loss of life, injury, or destroyed or damaged assets which could occur to a system, society, or a community in a specific period of time, determined probabilistically as a function of **hazard**, exposure, vulnerability and capacity ([Sendai Framework for Disaster Risk Reduction](#)).

Disaster Risk Reduction (DRR): **Disaster risk** reduction is aimed at preventing new and reducing existing **disaster risk** and managing residual risk, all of which contribute to strengthening **resilience** and therefore to the achievement of sustainable development ([Sendai Framework for Disaster Risk Reduction](#)).

First Nations land: First Nation reserve land, land owned by a Treaty First Nation (as defined by the *Interpretation Act*), land under the authority of an Indigenous National Government, or other land owned by a First Nation or Treaty First Nation.

First Nations owned buildings: Buildings owned by a Treaty First Nation (as defined by the *Interpretation Act*) or buildings owned by a First Nation band.

Hazard: A process, phenomenon or human activity that may cause loss of life, injury or other health impacts, property damage, social and economic disruption, or environmental degradation ([Sendai Framework for Disaster Risk Reduction](#)).

Mitigation: the lessening or minimizing of the adverse impacts of a **hazard** (modified from [Sendai Framework for Disaster Risk Reduction](#)).

Natural hazards: **hazards** that are predominantly associated with natural processes and phenomena ([Sendai Framework for Disaster Risk Reduction](#)).

Natural infrastructure: naturally occurring landscape features and/or nature-based solutions that promote, use, restore or emulate natural ecological processes

Publicly owned buildings: Buildings owned by a local government or public institution (such as health authority or school district).

Publicly owned land: Provincial Crown land, land owned by a local government or land owned by a public institution (such as a health authority or school district).

Publicly, provincially, and First Nations owned Critical Infrastructure: Assets owned by the Provincial government, local government, public institution (such as health authority or school district), First Nation, or Treaty First Nation that are either:

- Identified in a Local Authority Emergency Plan
- Essential to the health, safety, security or economic wellbeing of the community and the effective functioning of society

Resilience: The ability of a system, community, or society exposed to **hazards** to resist, absorb, accommodate, adapt to, transform, and recover from the effects of a **hazard** in a timely and efficient manner, including through the preservation and restoration of its essential basic structures and functions through risk management ([Sendai Framework for Disaster Risk Reduction](#)).

Appendix 2: Standards, Guidelines and Resources

It is the responsibility of the applicant to ensure that qualified professionals that manage the proposed project are subject matter experts and that any professional activities are developed and signed by a qualified professional as per the *Professional Governance Act*.

Examples of Climate Information Sources

- [ClimateData.ca](https://climate.data.ca)
- [Pacific Climate Impacts Consortium Climate Explorer](#)
- [Climate Atlas of Canada](#)
- [Design Value Explorer](#)

Examples of Monitoring Resources and Organizations

- [Water Survey Canada](#)
- [Provincial Groundwater Network](#)

Examples of Applicable Federal and Provincial Standards and Guidelines

- [Provincial Flood Hazard Area Land Use Management Guidelines \(2004\)](#)
- [Federal Flood Mapping Guideline Series](#)
- [Coastal Flood Risk Assessment Guidelines for Buildings & Infrastructure Design \(2020\)](#)
- [Climate Change and Asset Management: Sustainable Service Delivery Primer](#)
- [Seismic Design Guidelines for Dikes \(2014\)](#)
- [Dike Design & Construction Guidelines: Best Management Practices for BC \(2010\)](#)
- [Canadian Society of Landscape Architects – Canadian Landscape Standard \(2023\)](#)
- [International Guidelines on Nature-Based Features for Flood Risk Management \(2021\)](#)
- [Irrigation Industry Association of BC “Standards for Landscape Irrigation Systems” \(2018\)](#)
- [Specifications for Airborne LiDAR for the Province of British Columbia \(2020\)](#)
- [Coastal Floodplain Mapping – Guidelines and Specifications \(2011\)](#)
- [BC Water Sustainability Act \(2016\)](#)

Examples of Applicable Engineers & Geoscientists BC (EGBC) Professional Practice Guidelines

- [Floodplain Mapping in BC \(2017\)](#)
- [Legislated Flood Assessments in a Changing Climate in BC \(2018\)](#)
- [Seismic Assessment and Seismic Design of Dikes in BC Guidelines \(2021\)](#)

STAFF REPORT TO COUNCIL

Report Prepared By: Matt O'Halloran, Manager, Corporate Services
Reviewed By: Allison McCarrick, Chief Administrative Officer
Meeting Date: September 26, 2023
File No: 2360-35
Re: **Encroachment Agreements – Signing Authority**

RECOMMENDATION:

That Council:

1. Authorize the Mayor and Corporate Officer to sign an encroachment agreement for 12 Roberts Street to allow for an overhanging building canopy and lights;
2. Authorize the Mayor and Corporate Officer to sign an encroachment agreement for 32 High Street to allow for a projecting sign;
3. Authorize the Mayor and Corporate Officer to sign an encroachment agreement for 225 High Street to allow for a projecting sign; and
4. Direct staff to bring back policy updates to establish routine signing authority for encroachment agreements.

EXECUTIVE SUMMARY:

Town staff are working with property owners to establish encroachment agreements for three sites where building features extend above public highways or sidewalks:

- 12 Roberts Street – building canopy and lights (Attachment A)
- 32 High Street – projecting sign (Attachment B)
- 225 High Street – projecting sign (Attachment C)

The agreements would establish standard ten-year licenses for the encroachments and set liability in favor of the Town.

Council direction is required to determine signing authority for encroachment agreements at this time. Staff are recommending that the Mayor and Corporate Officer be authorized to sign the in-progress agreements, and that policy updates to establish routine signing authority be brought back for future consideration.

PREVIOUS COUNCIL DIRECTION:

N/A

INTRODUCTION/BACKGROUND:

Section 35 of the *Community Charter* provides authority for a Council to grant an encroachment in respect of a municipal highway. These agreements are useful in documenting a portion of a privately-held building, sign, or façade that is authorized to extend onto public property, and to mitigate liability for the municipality.

The Town typically issues 1-2 encroachments per year for an application fee of \$100. Council most recently considered an encroachment agreement in 2021, with the Mayor and Corporate Officer authorized to sign. Ladysmith has approximately 15 active encroachments.

Local governments commonly enact policy for encroachments to be authorized routinely by staff, or by the Mayor and staff. It is anticipated that such a policy can be brought forward for consideration to streamline this process.

ALTERNATIVES:

Council can choose to:

1. Not authorize the encroachment agreements.
2. Defer consideration of the agreements and refer the recommendations to a subsequent meeting of Council.
3. Amend the conditions of the proposed agreements and approve the agreements as amended.

FINANCIAL IMPLICATIONS:

N/A

LEGAL IMPLICATIONS:

N/A

CITIZEN/PUBLIC RELATIONS IMPLICATIONS:

N/A

INTERDEPARTMENTAL INVOLVEMENT/IMPLICATIONS:

Establishing routine signing authority would help to clarify interdepartmental roles regarding encroachment agreements.

ALIGNMENT WITH STRATEGIC PRIORITIES:

- | | |
|---|---|
| <input type="checkbox"/> Core Infrastructure | <input type="checkbox"/> Economy |
| <input type="checkbox"/> Official Community Plan Implementation | <input type="checkbox"/> Leadership |
| <input type="checkbox"/> Waterfront Area Plan | <input type="checkbox"/> Not Applicable |

I approve the report and recommendation(s).

Allison McCarrick, Chief Administrative Officer

ATTACHMENTS:

- A. Draft Encroachment Agreement for 12 Roberts Street
- B. Draft Encroachment Agreement for 32 High Street
- C. Draft Encroachment Agreement for 225 High Street

ENCROACHMENT AGREEMENT

THIS AGREEMENT made the ____ day of _____, 20__.

BETWEEN:

TOWN OF LADYSMITH
PO Box 220, 410 Esplanade Avenue
Ladysmith, British Columbia V9G 1A2

("Ladysmith")

OF THE FIRST PART

AND:

ARSENAULT + HUGGINS HEALTH INC., INC.NO. BC1189130
PO Box 881
Ladysmith, BC V9G 1A3

(the "Licensees")

OF THE SECOND PART

WHERE AS:

- A. The Licensees are the owners of the property legally described as:
THAT PART OF LOT 14, BLOCK 10, DISTRICT LOT 56, OYSTER DISTRICT, PLAN 703, LYING
TO THE NORTH EAST OF A BOUNDARY JOINING THE POINTS OF BISECTION OF THE
SOUTH EAST AND NORTH WEST BOUNDARIES OF SAID LOT
PID: 008-548-528 (12 Roberts Street)

(the "**Property**");
- B. The soil and freehold of the public road located adjacent to the Property (the "**Highway**")
is vested in Ladysmith;
- C. Ladysmith has authority under Section 35(11) of the Community Charter, to permit
encroachments upon and/or to grant a licence of occupation or easement in respect of
the Highway;
- D. The Licensees have requested that Ladysmith grant the Licensees a licence to encroach
upon, use and occupy a portion of the Highway for the purpose of installing and maintaining
lighting fixtures and one canopy along their Roberts Street property frontage, (the "**Works**");
and
- E. Ladysmith has agreed to grant the Licensee an Encroachment Agreement (the
"**Agreement**") over a portion of the Highway on the terms hereinafter set forth.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the fee paid by the Licensees to Ladysmith and in consideration of the premises and covenants and agreements contained in the Agreement, the receipt and sufficiency of which is hereby acknowledged, Ladysmith and the Licensees covenant and agree with each other as follows:

1.0 GRANT

- 1.1 Ladysmith, subject to the terms, conditions, covenants and agreements contained in this Agreement, hereby grants to the Licensees a non-exclusive licence to occupy that portion of the Highway marked as "Location of Lights" and "Location of Canopy" on the drawing attached hereto as Schedule "A" (the "**Licence Area**") for the purpose of installing and maintaining lighting fixtures and one canopy.

2.0 FEE

- 2.1 The Licensees shall pay to Ladysmith a fee of one hundred dollars \$100.00 for the ten year term, upon execution of the Agreement.

3.0 TERM

- 3.1 The Term of the licence granted under this Agreement shall be ten (10) years, subject to earlier termination as provided herein.

4.0 RENEWAL

- 4.1 This Agreement may be renewed on the same terms herein by mutual agreement of the parties in writing, such agreement to be executed no less than 30 (thirty) days prior to the expiry of the Term.

5.0 COVENANTS OF LICENSEES

- 5.1 The Licensees acknowledge and agree that the Licence Area is a highway and that Ladysmith has limited power to authorize the private use of highways. The Licensees further acknowledge and agree that any rights granted by Ladysmith to the Licensees by this Agreement are not exclusive and are subject to the public's right to pass and repass and that Ladysmith has full authority pursuant to this Agreement to require the Licensees' removal from the Licence Area, at any time, in accordance with this Agreement, without compensation to the Licensees.

- 5.2 The Licensees covenant and agree that this Agreement shall not in any way restrict the right of Ladysmith or require Ladysmith at any time to:

- (a) alter any road, curb, gutter, sidewalk or boulevard within or adjoining the Licence Area, notwithstanding that the effect of such alteration may be to render the Works of less or no value for the purposes of the Licensees;
- (b) inspect, construct or maintain any form of structure, service or utility on, over or under any portion of the Highway including the Licence Area and, for such purpose, Ladysmith may require that the Works be removed at the Licensees' cost, in part or in whole; or
- (c) permit other encroachments or use of the Highway.

- 5.3 In the event of Ladysmith effecting any alteration of or construction on or adjacent to the Licence Area, requiring removal of all or part of the Works, or permitting other encroachments or uses of the Licence Area, the Licensees will release and forever discharge, and hereby releases and forever discharges, Ladysmith from all manner of claims of any nature whatsoever, which may arise by reason of such alterations, or requirement for removal of the Works, or other encroachments or uses of the Licence Area.
- 5.4 Without limiting the generality of section 5.3, the Licensees further agree and acknowledge that this Agreement does not restrict or abrogate the rights and powers of Ladysmith and the exercise of its functions under any public or private statutes, bylaws, orders and regulations, all of which may be fully and effectively exercised in relation to the Licence Area as if the Agreement had not been executed and delivered by the Licensees.
- 5.5 The Licensees covenant and agree with Ladysmith that they shall:
- (a) carry out the repair and improvement of the Works in accordance with all regulations and directions from Ladysmith;
 - (b) use only materials approved in advance by Ladysmith for constructing upgrading and improving the Works;
 - (c) maintain the Works in good and sufficient repair to the satisfaction of Ladysmith;
 - (d) not install, construct, erect, alter, remove or replace any structure on the Licence Area other than the Works, unless authorized in advance by Ladysmith;
 - (e) make good, at its own expense, all damage or disturbance which may be caused to the Licence Area in the exercise of its rights under this Agreement;
 - (f) upon expiration or earlier termination of this Agreement, remove the Works from the Licence Area and, at its own expense, and restore the Licence Area to a condition similar to the area surrounding the Licence Area;
 - (g) not do or allow to be done anything by its invitees that may become a nuisance or annoyance to adjoining properties; and
 - (h) observe, abide by and comply with all laws, bylaws, regulations, orders, directions and requirements of any public authority having jurisdiction which in any way affect the Licensees' use or occupation of the licence area.
- 5.6 Should the Licensees fail to satisfy any of the requirements of paragraph 5.5, Ladysmith may do any work necessary to fulfill the requirement as determined in the sole discretion of Ladysmith, including to make the necessary repairs or remove the Works
- 5.7 The Licensees shall pay the costs of work performed by Ladysmith under paragraph 5.6 to Ladysmith forthwith and agrees that, if in default of payment, the amount of such cost may be recovered in any Court of competent jurisdiction.

- 5.8 Nothing in this Agreement shall impose any duty or obligation upon Ladysmith to maintain or inspect the Works, or provide advice or direction to the Licensees regarding the maintenance or inspection of the Works, all of which shall be the sole responsibility of the Licensees notwithstanding any actions taken from time to time by Ladysmith pursuant to sections 5.1 to 5.7 inclusive.

6.0 TERMINATION

- 6.1 Either party may terminate this Agreement by providing ninety (90) days notice in writing to the address first written above.
- 6.2 Subject to Part 7, upon the sale of the Property, this Agreement will automatically terminate and the Licensees shall remove the Works from the Licence Area and, at their own expense, restore the Licence Area to a condition similar to the area surrounding the Licence Area.

7.0 ASSIGNMENT

- 7.1 Notwithstanding section 6.2, in the event that the Licensees sell the Property they may, with the consent of Ladysmith, such consent not to be unreasonably withheld, assign the licence to the purchaser by way of written addendum to this Agreement.
- 7.2 If the purchaser does not enter into an agreement with Ladysmith for assignment of the licence prior to the closing date, section 6.2 shall apply.

8.0 INSURANCE

- 8.1 The Licensees agree to take out and maintain through the Term a policy of comprehensive general liability insurance with limits of no less than \$2,000,000 (two million dollars) per single occurrence, or such greater amount as Ladysmith may from time to time designate, inclusive of bodily injury, death and property damage arising out of the use of the Licence Area by the Licensees. Ladysmith must be added as an additional insured to the policy. The policy must contain a provision for cross liability insurance as between the Licensees and the Town.
- 8.2 All policies of insurance must contain a clause requiring the insurer not to cancel or change the insurance without first giving Ladysmith thirty days written notice.
- 8.3 If the Licensees do not provide or maintain in force the insurance required by this Agreement, Ladysmith may take out the necessary insurance and pay the premium for periods of one year at a time and the Licensees must pay to Ladysmith as additional licence fees the amount of the premium immediately on demand.
- 8.4 If both Ladysmith and the Licensees have claims to be indemnified under any insurance required by this Agreement, the indemnity must be applied first to the settlement of the claim of Ladysmith, and the balance, if any, to the settlement of the claim of the Licensees.
- 8.5 The Licensees must provide Ladysmith with evidence of the insurance in accordance with section 8.1, on the form attached as Schedule "B" to this Agreement.

9.0 INDEMNIFICATION AND RELEASE

- 9.1 The Licensees agree to release and save harmless Ladysmith, its elected and appointed officials, agents and contractors from and against all manner of liability, actions, causes of action, demands, damages, losses, costs or expenses (including legal costs on a solicitor-client basis) for property damage, personal injury, including severe bodily injury or death, arising from the use or occupation of the Licence Area by the Licensees, except to the extent attributable to the negligence or wilful misconduct of Ladysmith, its employees, elected and appointed officials, agents or contractors.
- 9.2 The Licensees agree to indemnify Ladysmith from and against all claims of actions, causes of action, expenses (including legal costs on a solicitor-client basis), damages, loss, including severe bodily injury or death, suffered by any person, including members of the general public, arising from the use of the Licence Area by the Licensees, except to the extent attributable to the negligence or wilful misconduct of Ladysmith, its employees, elected or appointed officials, agents or contractors.
- 9.3 Sections 5.2, 9.1 and 9.2 shall survive any termination of this Agreement.

10. NOTICE

- 10.1 Any required notice may be given by delivering the notice in writing to the address first written above or such other address as the parties may provide in writing from time to time.

11. INTERPRETATION

- 11.1 When the singular or neuter are used in this Agreement they include the plural or the feminine or the masculine or the body politic or corporate where the context or the parties require.
- 11.2 The headings to the clauses in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any provision of it.

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

- 11.4 A provision in this Agreement granting Ladysmith a right of approval must be interpreted as granting a free and unrestricted right to be exercised by Ladysmith in its discretion, except where the provision specifies that Ladysmith act reasonably in exercising such discretion.

12 MISCELLANEOUS

- 12.1 All provisions of this Agreement are to be construed as covenants and agreements as though the word importing covenants and agreements were used in each separate paragraph.
- 12.2 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, successors, administrators and permitted assignees.

- 12.3 This is the entire agreement between the parties.
- 12.4 Waiver of any default by a party is not a waiver of any subsequent default.
- 12.5 This Agreement grants no interest in land in the Encroachment Area to the Owners.
- 12.6 Time is of the essence of this Agreement.
- 12.7 It is mutually understood, acknowledged and agreed by the parties that Ladysmith has made no representations, covenants, warranties, guarantees, promises or agreements (oral or otherwise) with the Licensees other than those contained in this Agreement.
- 12.8 If any portion of this Agreement is held invalid by a court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of this Agreement.

IN WITNESS WHEREOF the parties hereto have set their hands and seals as of the day and year first above written.

TOWN OF LADYSMITH, by its authorized
signatories

Name:

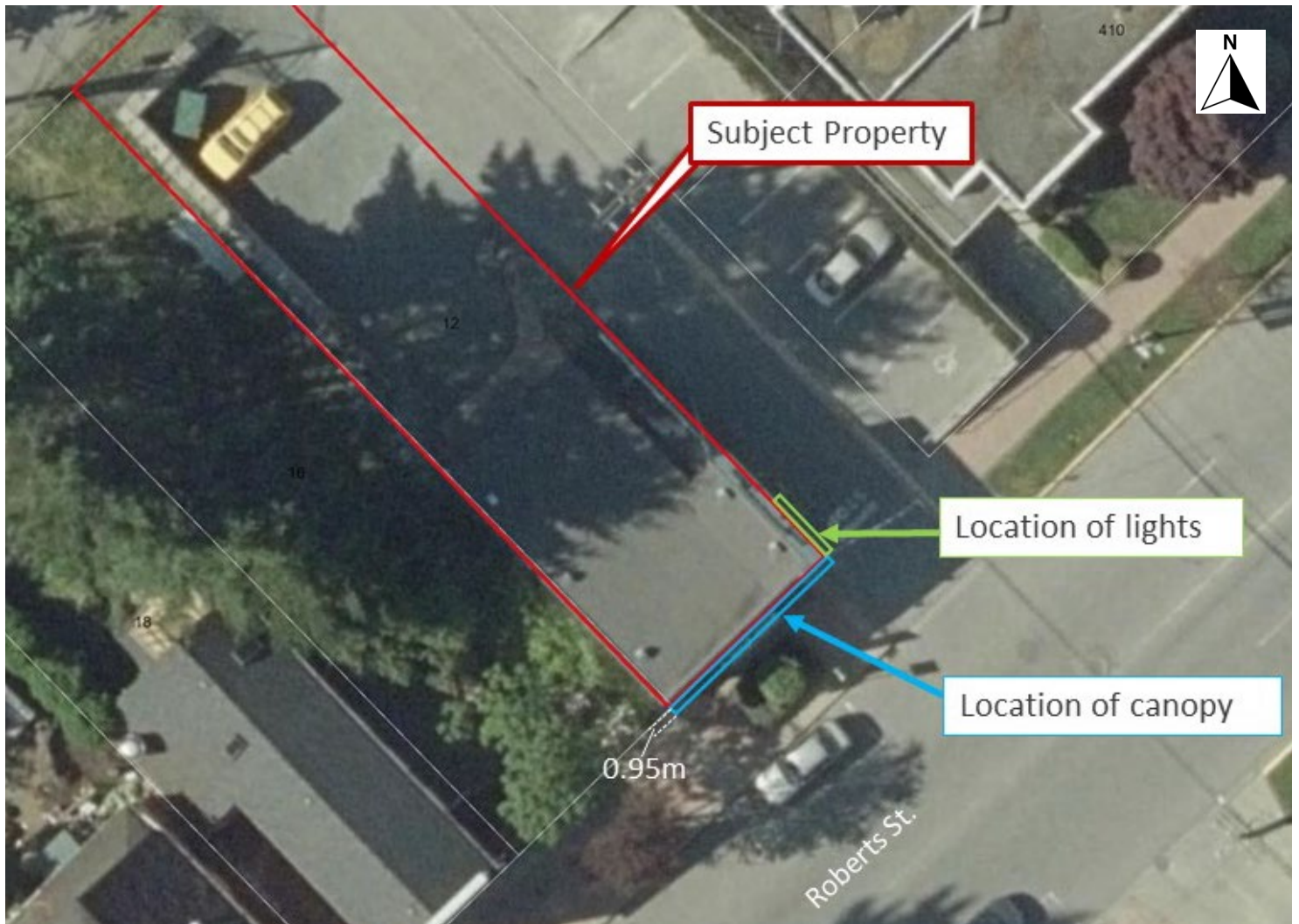
Name:

ARSENAULT + HUGGINS HEALTH INC., by
its authorized
signatories

Name:

Name:

SCHEDULE A – Licence Area



Attachment A

ENCROACHMENT AGREEMENT

THIS AGREEMENT made the ____ day of _____, 2023.

BETWEEN:

TOWN OF LADYSMITH
PO Box 220, 410 Esplanade
Ladysmith, British Columbia V9G 1A2
("Ladysmith")

OF THE FIRST PART

AND:

TEMPERANCE GROUP INVESTMENTS LTD. INC.NO. BC1259037
PO Box 119,
Ladysmith, BC V9G 1A9
(the "Licensees")

OF THE SECOND PART

AND:

ART COUNCIL OF LADYSMITH AND DISTRICT
PO Box 2370,
Ladysmith, BC V9G 1R8
(the "Tenants")

OF THE THIRD PART

WHERE AS:

A. The Licensees are the owners of the property legally described as:

That part of Lot A (DD 65840N), Block 8, District Lot 56, Oyster District, Plan 703 lying to the south east of a boundary parallel to and perpendicularly distant 64 feet from the south easterly boundary of said lot
PID: 007-807-741 (32 High Street)

(the "Property");

B. The soil and freehold of the public road located adjacent to the Property (the "Highway") is vested in Ladysmith;

C. Ladysmith has authority under Section 35(11) of the Community Charter, to permit encroachments upon and/or to grant a licence of occupation or easement in respect of the Highway;

D. The Licensees have requested that Ladysmith grant the Licensees a licence to encroach upon, use and occupy a portion of the Highway for the purpose of installing and maintaining one projecting sign along their High Street property frontage (the "Works"); and

- E. Ladysmith has agreed to grant the Licensees and the tenants of the building owned by the Licensees (the “**Tenants**”) a Licence Agreement (the “**Agreement**”) over a portion of the Highway on the terms hereinafter set forth.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the fee paid by the Tenants to Ladysmith and in consideration of the premises and covenants and agreements contained in the Agreement, the receipt and sufficiency of which is hereby acknowledged, Ladysmith, the Licensees and the Tenants covenant and agree with each other as follows:

1.0 GRANT

- 1.1 Ladysmith, subject to the terms, conditions, covenants and agreements contained in this Agreement, hereby grants to the Licensees and the Tenants a non-exclusive licence to occupy that portion of the Highway marked as “Location of Sign” on the drawing attached hereto as Schedule “A” (the “**Licence Area**”) for the purpose of installing and maintaining one projecting sign.

2.0 FEE

- 2.1 The Licensees shall pay to Ladysmith a fee of one hundred dollars \$100.00 for the ten year term, upon execution of the Agreement.

3.0 TERM

- 3.1 The Term of the licence granted under this Agreement shall be ten (10) years, subject to earlier termination as provided herein.

4.0 RENEWAL

- 4.1 This Agreement may be renewed on the same terms herein by mutual agreement of the parties in writing, such agreement to be executed no less than 30 (thirty) days prior to the expiry of the Term.

5.0 COVENANTS OF LICENSEES

- 5.1 The Licensees acknowledge and agree that the Licence Area is a highway and that Ladysmith has limited power to authorize the private use of highways. The Licensees further acknowledge and agree that any rights granted by Ladysmith to the Licensees by this Agreement are not exclusive and are subject to the public's right to pass and repass and that Ladysmith has full authority pursuant to this Agreement to require the Licensees' removal from the Licence Area, at any time, in accordance with this Agreement, without compensation to the Licensees.
- 5.2 The Licensees covenant and agree that this Agreement shall not in any way restrict the right of Ladysmith or require Ladysmith at any time to:
- (a) alter any road, curb, gutter, sidewalk or boulevard within or adjoining the Licence Area, notwithstanding that the effect of such alteration may be to render the Works of less or no value for the purposes of the Licensees;

- (b) inspect, construct or maintain any form of structure, service or utility on, over or under any portion of the Highway including the Licence Area and, for such purpose, Ladysmith may require that the Works be removed at the Licensees' cost, in part or in whole; or
 - (c) permit other encroachments or use of the Highway.
- 5.3 In the event of Ladysmith effecting any alteration of or construction on or adjacent to the Licence Area, requiring removal of all or part of the Works, or permitting other encroachments or uses of the Licence Area, the Licensees will release and forever discharge, and hereby releases and forever discharges, Ladysmith from all manner of claims of any nature whatsoever, which may arise by reason of such alterations, or requirement for removal of the Works, or other encroachments or uses of the Licence Area.
- 5.4 Without limiting the generality of section 5.3, the Licensees further agree and acknowledge that this Agreement does not restrict or abrogate the rights and powers of Ladysmith and the exercise of its functions under any public or private statutes, bylaws, orders and regulations, all of which may be fully and effectively exercised in relation to the Licence Area as if the Agreement had not been executed and delivered by the Licensees.
- 5.5 The Licensees and the Tenants covenant and agree with Ladysmith that they shall:
 - (a) carry out the repair and improvement of the Works in accordance with all regulations and directions from Ladysmith;
 - (b) use only materials approved in advance by Ladysmith for constructing upgrading and improving the Works;
 - (c) maintain the Works in good and sufficient repair to the satisfaction of Ladysmith;
 - (d) not install, construct, erect, alter, remove or replace any structure on the Licence Area other than the Works, unless authorized in advance by Ladysmith;
 - (e) make good, at its own expense, all damage or disturbance which may be caused to the Licence Area in the exercise of its rights under this Agreement;
 - (f) upon expiration or earlier termination of this Agreement, remove the Works from the Licence Area and, at its own expense, restore the Licence Area to a condition similar to the area surrounding the Licence Area;
 - (g) not do or allow to be done anything by its invitees that may become a nuisance or annoyance to adjoining properties; and
 - (h) observe, abide by and comply with all laws, bylaws, regulations, orders, directions and requirements of any public authority having jurisdiction which in any way affect the Licensees' use or occupation of the licence area.
- 5.6 Should the Licensees and the Tenants fail to satisfy any of the requirements of paragraph 5.5, Ladysmith may do any work necessary to fulfill the requirement as

determined in the sole discretion of Ladysmith, including to make the necessary repairs or remove the Works.

- 5.7 The Licensees and the Tenants shall pay the costs of work performed by Ladysmith under paragraph 5.6 to Ladysmith forthwith and agrees that, if in default of payment, the amount of such cost may be recovered in any Court of competent jurisdiction.
- 5.8 Nothing in this Agreement shall impose any duty or obligation upon Ladysmith to maintain or inspect the Works, or provide advice or direction to the Licensees regarding the maintenance or inspection of the Works, all of which shall be the sole responsibility of the Licensees and the Tenants notwithstanding any actions taken from time to time by Ladysmith pursuant to sections 5.1 to 5.7 inclusive.

6.0 TERMINATION

- 6.1 Either party may terminate this Agreement by providing ninety (90) days notice in writing to the address first written above.
- 6.2 Subject to Part 7, upon the sale of the Property, this Agreement will automatically terminate and the Licensees shall remove the Works from the Licence Area and, at their own expense, restore the Licence Area to a condition similar to the area surrounding the Licence Area.

7.0 ASSIGNMENT

- 7.1 Notwithstanding section 6.2, in the event that the Licensees sell the Property they may, with the consent of Ladysmith, such consent not to be unreasonably withheld, assign the licence to the purchaser by way of written addendum to this Agreement.
- 7.2 If the purchaser does not enter into an agreement with Ladysmith for assignment of the licence prior to the closing date, section 6.2 shall apply.

8.0 INSURANCE

- 8.1 The Tenants agree to take out and maintain through the Term a policy of comprehensive general liability insurance with limits of no less than \$2,000,000 (two million dollars) per single occurrence, or such greater amount as Ladysmith may from time to time designate, inclusive of bodily injury, death and property damage arising out of the use of the Licence Area by the Tenants. Ladysmith and the Licensees must be added as an additional insured to the policy. The policy must contain a provision for cross liability insurance as between the Licensees, the Tenants, and the Town.
- 8.2 All policies of insurance must contain a clause requiring the insurer not to cancel or change the insurance without first giving Ladysmith thirty days written notice.
- 8.3 If the Tenants do not provide or maintain in force the insurance required by this Agreement, Ladysmith may take out the necessary insurance and pay the premium for periods of one year at a time and the Tenants must pay to Ladysmith as additional licence fees the amount of the premium immediately on demand.

8.4 If Ladysmith, the Licensees, or the Tenants have claims to be indemnified under any insurance required by this Agreement, the indemnity must be applied first to the settlement of the claim of Ladysmith, and the balance, if any, to the settlement of the claim of the Licensees or the Tenants.

8.5 The Tenants must provide Ladysmith with evidence of the insurance in accordance with section 8.1, on the form attached as Schedule "B" to this Agreement.

9.0 INDEMNIFICATION AND RELEASE

9.1 The Licensees and the Tenants agree to release and save harmless Ladysmith, its elected and appointed officials, agents and contractors from and against all manner of liability, actions, causes of action, demands, damages, losses, costs or expenses (including legal costs on a solicitor-client basis) for property damage, personal injury, including severe bodily injury or death, arising from the use or occupation of the Licence Area by the Licensees and the Tenants, except to the extent attributable to the negligence or wilful misconduct of Ladysmith, its employees, elected and appointed officials, agents or contractors.

9.2 The Licensees and the Tenants agree to indemnify Ladysmith from and against all claims of actions, causes of action, expenses (including legal costs on a solicitor-client basis), damages, loss, including severe bodily injury or death, suffered by any person, including members of the general public, arising from the use of the Licence Area by the Licensees and the Tenants, except to the extent attributable to the negligence or wilful misconduct of Ladysmith, its employees, elected or appointed officials, agents or contractors.

9.3 Sections 5.2, 9.1 and 9.2 shall survive any termination of this Agreement.

10. NOTICE

10.1 Any required notice may be given by delivering the notice in writing to the address first written above or such other address as the parties may provide in writing from time to time.

11. INTERPRETATION

11.1 When the singular or neuter are used in this Agreement they include the plural or the feminine or the masculine or the body politic or corporate where the context or the parties require.

11.2 The headings to the clauses in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any provision of it.

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

- 11.4 A provision in this Agreement granting Ladysmith a right of approval must be interpreted as granting a free and unrestricted right to be exercised by Ladysmith in its discretion, except where the provision specifies that Ladysmith act reasonably in exercising such discretion.

12 MISCELLANEOUS

- 12.1 All provisions of this Agreement are to be construed as covenants and agreements as though the word importing covenants and agreements were used in each separate paragraph.
- 12.2 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, successors, administrators and permitted assignees.
- 12.3 This is the entire agreement between the parties.
- 12.4 Waiver of any default by a party is not a waiver of any subsequent default.
- 12.5 This Agreement grants no interest in land in the Encroachment Area to the Owners.
- 12.6 Time is of the essence of this Agreement.
- 12.7 It is mutually understood, acknowledged and agreed by the parties that Ladysmith has made no representations, covenants, warranties, guarantees, promises or agreements (oral or otherwise) with the Licensees and the Tenants other than those contained in this Agreement.
- 12.8 If any portion of this Agreement is held invalid by a court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of this Agreement.

IN WITNESS WHEREOF the parties hereto have set their hands and seals as of the day and year first above written.

TOWN OF LADYSMITH, by its authorized)
signatories)
)
)
_____)
Name:)
)
)
_____)
Name:)
)
)

TEMPERANCE GROUP INVESTMENTS LTD.

INC.NO. BC1259037, by its authorized
signatories

Name:

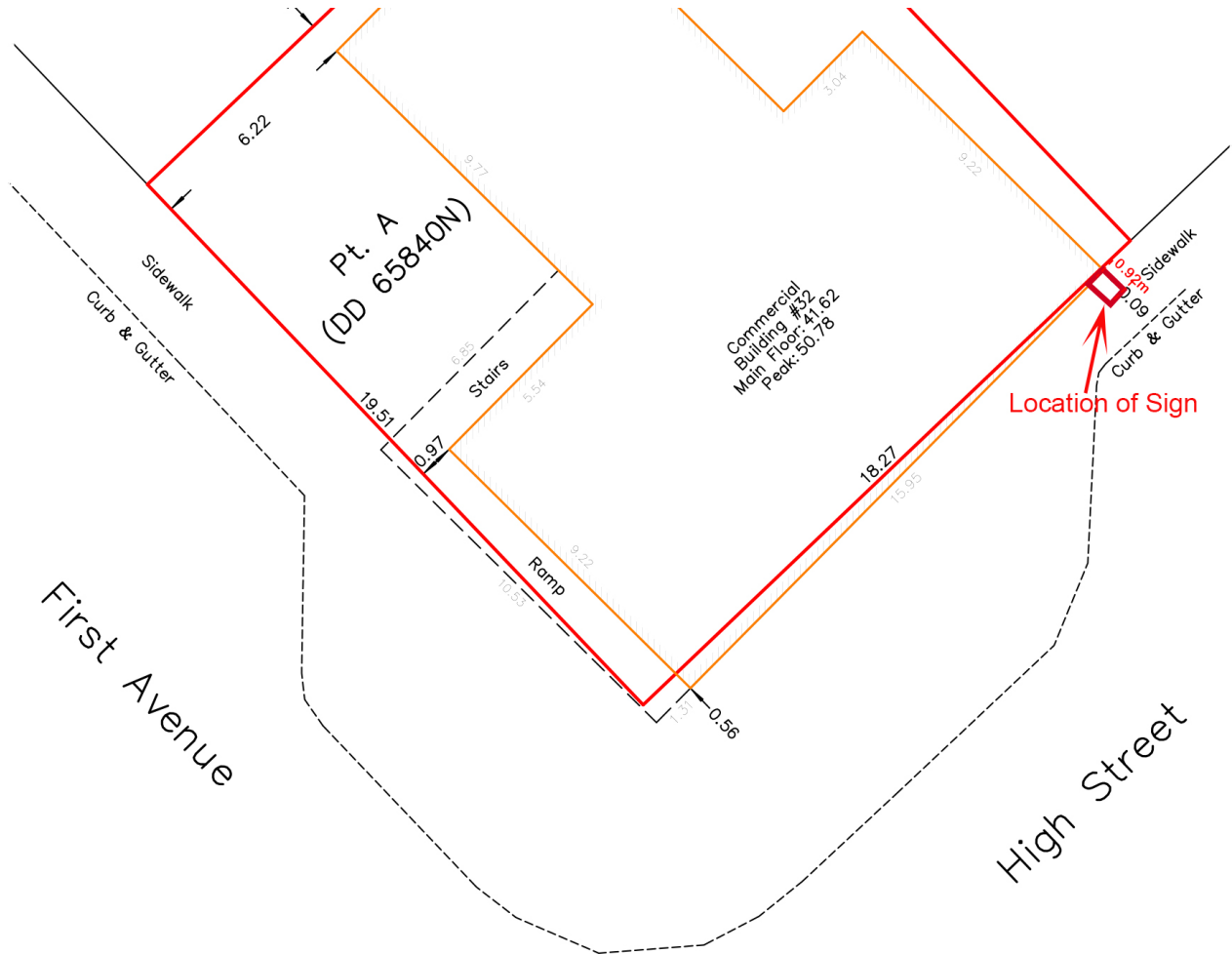
Name:

ART COUNCIL OF LADYSMITH AND DISTRICT,
by its authorized signatories

Name:

Name:

SCHEDULE A - Licence Area



ENCROACHMENT AGREEMENT

THIS AGREEMENT made the ____ day of _____, 20__.

BETWEEN:

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

("Ladysmith")

OF THE FIRST PART

AND:

HYCOURT DEVELOPMENTS LTD., 186873
225 High Street,
Ladysmith, British Columbia, V9G 1B1

(the "Licensees")

OF THE SECOND PART

WHERE AS:

- A. The Licensees are the owners of the property legally described as:
Block A, VIP6460, District Lot 56, Land District 43, Except Plan 25322
PID: 005-841-488 (225 High Street)
(the "**Property**");
- B. The soil and freehold of the public road located adjacent to the Property (the "**Highway**") is vested in Ladysmith;
- C. Ladysmith has authority under Section 35(11) of the Community Charter, to permit encroachments upon and/or to grant a licence of occupation or easement in respect of the Highway;
- D. The Licensees have requested that Ladysmith grant the Licensees a licence to encroach upon, use and occupy a portion of the Highway for the purpose of installing and maintaining one free standing sign along their High Street property frontage, (the "**Works**"); and
- E. Ladysmith has agreed to grant the Licensee a Licence Agreement (the "**Agreement**") over a portion of the Highway on the terms hereinafter set forth.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the fee paid by the Licensees to Ladysmith and in consideration of the premises and covenants and agreements contained in the Agreement, the receipt and sufficiency of which is hereby acknowledged, Ladysmith and the Licensees covenant and agree with each other as follows:

1.0 GRANT

- 1.1 Ladysmith, subject to the terms, conditions, covenants and agreements contained in this Agreement, hereby grants to the Licensees a non-exclusive licence to occupy that portion of the Highway marked as "Location of Sign" on the drawing attached hereto as Schedule "A" (the "**Licence Area**") for the purpose of installing and maintaining one free standing sign.

2.0 FEE

- 2.1 The Licensees shall pay to Ladysmith a fee of one hundred dollars \$100.00 for the ten year term, upon execution of the Agreement.

3.0 TERM

- 3.1 The Term of the licence granted under this Agreement shall be ten (10) years, subject to earlier termination as provided herein.

4.0 RENEWAL

- 4.1 This Agreement may be renewed on the same terms herein by mutual agreement of the parties in writing, such agreement to be executed no less than 30 (thirty) days prior to the expiry of the Term.

5.0 COVENANTS OF LICENSEES

- 5.1 The Licensees acknowledge and agree that the Licence Area is a highway and that Ladysmith has limited power to authorize the private use of highways. The Licensees further acknowledge and agree that any rights granted by Ladysmith to the Licensees by this Agreement are not exclusive and are subject to the public's right to pass and repass and that Ladysmith has full authority pursuant to this Agreement to require the Licensees' removal from the Licence Area, at any time, in accordance with this Agreement, without compensation to the Licensees.

- 5.2 The Licensees covenant and agree that this Agreement shall not in any way restrict the right of Ladysmith or require Ladysmith at any time to:

- (a) alter any road, curb, gutter, sidewalk or boulevard within or adjoining the Licence Area, notwithstanding that the effect of such alteration may be to render the Works of less or no value for the purposes of the Licensees;
- (b) inspect, construct or maintain any form of structure, service or utility on, over or under any portion of the Highway including the Licence Area and, for such purpose, Ladysmith may require that the Works be removed at the Licensees' cost, in part or in whole; or
- (c) permit other encroachments or use of the Highway.

- 5.3 In the event of Ladysmith effecting any alteration of or construction on or adjacent to the Licence Area, requiring removal of all or part of the Works, or permitting other encroachments or uses of the Licence Area, the Licensees will release and forever

discharge, and hereby releases and forever discharges, Ladysmith from all manner of claims of any nature whatsoever, which may arise by reason of such alterations, or requirement for removal of the Works, or other encroachments or uses of the Licence Area.

- 5.4 Without limiting the generality of section 5.3, the Licensees further agree and acknowledge that this Agreement does not restrict or abrogate the rights and powers of Ladysmith and the exercise of its functions under any public or private statutes, bylaws, orders and regulations, all of which may be fully and effectively exercised in relation to the Licence Area as if the Agreement had not been executed and delivered by the Licensees.
- 5.5 The Licensees covenant and agree with Ladysmith that they shall:
- (a) carry out the repair and improvement of the Works in accordance with all regulations and directions from Ladysmith;
 - (b) use only materials approved in advance by Ladysmith for constructing upgrading and improving the Works;
 - (c) maintain the Works in good and sufficient repair to the satisfaction of Ladysmith;
 - (d) not install, construct, erect, alter, remove or replace any structure on the Licence Area other than the Works, unless authorized in advance by Ladysmith;
 - (e) make good, at its own expense, all damage or disturbance which may be caused to the Licence Area in the exercise of its rights under this Agreement;
 - (f) upon expiration or earlier termination of this Agreement, remove the Works from the Licence Area and, at its own expense, and restore the Licence Area to a condition similar to the area surrounding the Licence Area;
 - (g) not do or allow to be done anything by its invitees that may become a nuisance or annoyance to adjoining properties; and
 - (h) observe, abide by and comply with all laws, bylaws, regulations, orders, directions and requirements of any public authority having jurisdiction which in any way affect the Licensees' use or occupation of the licence area.
- 5.6 Should the Licensees fail to satisfy any of the requirements of paragraph 5.5, Ladysmith may do any work necessary to fulfill the requirement as determined in the sole discretion of Ladysmith, including to make the necessary repairs or remove the Works
- 5.7 The Licensees shall pay the costs of work performed by Ladysmith under paragraph 5.6 to Ladysmith forthwith and agrees that, if in default of payment, the amount of such cost may be recovered in any Court of competent jurisdiction.
- 5.8 Nothing in this Agreement shall impose any duty or obligation upon Ladysmith to maintain or inspect the Works, or provide advice or direction to the Licensees regarding the maintenance or inspection of the Works, all of which shall be the sole responsibility

of the Licensees notwithstanding any actions taken from time to time by Ladysmith pursuant to sections 5.1 to 5.7 inclusive.

6.0 TERMINATION

- 6.1 Either party may terminate this Agreement by providing ninety (90) days notice in writing to the address first written above.
- 6.2 Subject to Part 7, upon the sale of the Property, this Agreement will automatically terminate and the Licensees shall remove the Works from the Licence Area and, at their own expense, restore the Licence Area to a condition similar to the area surrounding the Licence Area.

7.0 ASSIGNMENT

- 7.1 Notwithstanding section 6.2, in the event that the Licensees sell the Property they may, with the consent of Ladysmith, such consent not to be unreasonably withheld, assign the licence to the purchaser by way of written addendum to this Agreement.
- 7.2 If the purchaser does not enter into an agreement with Ladysmith for assignment of the licence prior to the closing date, section 6.2 shall apply.

8.0 INSURANCE

- 8.1 The Licensees agree to take out and maintain through the Term a policy of comprehensive general liability insurance with limits of no less than \$2,000,000 (two million dollars) per single occurrence, or such greater amount as Ladysmith may from time to time designate, inclusive of bodily injury, death and property damage arising out of the use of the Licence Area by the Licensees. Ladysmith must be added as an additional insured to the policy. The policy must contain a provision for cross liability insurance as between the Licensees and the Town.
- 8.2 All policies of insurance must contain a clause requiring the insurer not to cancel or change the insurance without first giving Ladysmith thirty days written notice.
- 8.3 If the Licensees do not provide or maintain in force the insurance required by this Agreement, Ladysmith may take out the necessary insurance and pay the premium for periods of one year at a time and the Licensees must pay to Ladysmith as additional licence fees the amount of the premium immediately on demand.
- 8.4 If both Ladysmith and the Licensees have claims to be indemnified under any insurance required by this Agreement, the indemnity must be applied first to the settlement of the claim of Ladysmith, and the balance, if any, to the settlement of the claim of the Licensees.
- 8.5 The Licensees must provide Ladysmith with evidence of the insurance in accordance with section 8.1, on the form attached as Schedule "B" to this Agreement.

9.0 INDEMNIFICATION AND RELEASE

- 9.1 The Licensees agree to release and save harmless Ladysmith, its elected and appointed officials, agents and contractors from and against all manner of liability, actions, causes of action, demands, damages, losses, costs or expenses (including

legal costs on a solicitor-client basis) for property damage, personal injury, including severe bodily injury or death, arising from the use or occupation of the Licence Area by the Licensees, except to the extent attributable to the negligence or wilful misconduct of Ladysmith, its employees, elected and appointed officials, agents or contractors.

9.2 The Licensees agree to indemnify Ladysmith from and against all claims of actions, causes of action, expenses (including legal costs on a solicitor-client basis), damages, loss, including severe bodily injury or death, suffered by any person, including members of the general public, arising from the use of the Licence Area by the Licensees, except to the extent attributable to the negligence or wilful misconduct of Ladysmith, its employees, elected or appointed officials, agents or contractors.

9.3 Sections 5.2, 9.1 and 9.2 shall survive any termination of this Agreement.

10. NOTICE

10.1 Any required notice may be given by delivering the notice in writing to the address first written above or such other address as the parties may provide in writing from time to time.

11. INTERPRETATION

11.1 When the singular or neuter are used in this Agreement they include the plural or the feminine or the masculine or the body politic or corporate where the context or the parties require.

11.2 The headings to the clauses in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any provision of it.

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

11.4 A provision in this Agreement granting Ladysmith a right of approval must be interpreted as granting a free and unrestricted right to be exercised by Ladysmith in its discretion, except where the provision specifies that Ladysmith act reasonably in exercising such discretion.

12 MISCELLANEOUS

12.1 All provisions of this Agreement are to be construed as covenants and agreements as though the word importing covenants and agreements were used in each separate paragraph.

12.2 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, successors, administrators and permitted assignees.

12.3 This is the entire agreement between the parties.

12.4 Waiver of any default by a party is not a waiver of any subsequent default.

12.5 This Agreement grants no interest in land in the Encroachment Area to the Owners.

- 12.6 Time is of the essence of this Agreement.
- 12.7 It is mutually understood, acknowledged and agreed by the parties that Ladysmith has made no representations, covenants, warranties, guarantees, promises or agreements (oral or otherwise) with the Licensees other than those contained in this Agreement.
- 12.8 If any portion of this Agreement is held invalid by a court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of this Agreement.

IN WITNESS WHEREOF the parties hereto have set their hands and seals as of the day and year first above written.

TOWN OF LADYSMITH, by its authorized
signatories

Name:

Name:

HYCOURT DEVELOPMENTS LTD., 186873, by its
authorized signatories

Name:

Name:

SCHEDULE A – Licence Area



(insert certificate of insurance)

Attachment C

TOWN OF LADYSMITH

BYLAW NO. 2151

A Bylaw to amend the Fees & Charges Bylaw

The Council of the Town of Ladysmith in open meeting assembled enacts the following amendments to "Fees and Charges Bylaw 2008, No. 1644":

1. Delete Schedule "1" in its entirety and replace with the attached Schedule "1".
2. Delete Schedule "3" in its entirety and replace with the attached Schedule "3".

Effective Date

3. This bylaw comes into effect January 1, 2024.

Citation

4. This Bylaw may be cited for all purposes as "Town of Ladysmith Fees and Charges Bylaw 2008, No. 1644, Amendment Bylaw 2023, No. 2151".

READ A FIRST TIME on the ____ day of ____
READ A SECOND TIME on the ____ day of ____
READ A THIRD TIME on the ____ day of ____
ADOPTED on the ____ day of ____

Mayor (A. Stone)

Corporate Officer (M. O'Halloran)

SCHEDULE "1"
Miscellaneous Fees and Application Fees

Item:	Fee:
Miscellaneous Fees:	
Copies of Extracts of Minutes – per page	\$0.25
Copies of Bylaws and Council Minutes – per page	\$0.25
Certificate of Outstanding Taxes	\$20.00
Fence Line Fee	\$75.00
Topographic Maps	\$25.00
Waterfront Area Plan	\$10.00
Holland Creek Area Plan	\$10.00
South Ladysmith Area Plan	\$10.00
Official Community Plan (including Schedule A.I - DPAs)	\$35.00
Engineering Specifications	\$30.00
Comfort Letter	\$100.00
Memorial Park Bench	\$3,950.00
Zoning Bylaw	\$40.00
Official Community Plan and Zoning Bylaw Maps (Large Size) per map	\$15.00
NSF cheques/Returned items/Stop payments	\$25.00
Refunds of overpayments for property taxes or user fees	10% of refund amount – minimum \$5.00 maximum \$25.00 per refund
Transfer of online banking payments between accounts: - First & second transfer - Subsequent transfers	no charge 10% of transfer amount – minimum \$5.00 maximum \$25.00 per transfer
Mortgage listings of property taxes owing (per folio)	\$3.00
Annual Property tax levies - Vancouver Island Real Estate Board	\$450.00
Current year property tax notice after tax due date (for current owner)	No charge
Previous years' property tax notice on year-specific paper (for current owner)	\$25.00 per copy
Subdivision trees	\$750.00 per tree
Recycling bags	\$1.25 per bag

<i>Item:</i>	<i>Fee:</i>
Application Fees:	
Official Community Plan Amendment	\$2,000.00 plus advertising and delivery costs
Zoning Bylaw Amendment	\$2,000.00 plus advertising and delivery costs
Zoning Bylaw Amendment - Coach House (R-1 Zone)	\$1000.00 plus advertising and delivery costs
Combined OCP/Zoning Bylaw Amendment	\$3,000.00 plus advertising and delivery costs
Subdivision - PLA	\$500.00 plus \$250.00/lot
Subdivision- Approval, Extension, Form P	\$500.00
Development Permit - Multi-Unit, Commercial, Downtown, Industrial	\$1,000.00
Development Permit - High Street Intensive Residential	\$750.00
Development Permit - Riparian, Hazard Lands	\$250.00
Development Permit - Coach House Intensive Residential	\$250.00
Development Permit - Façade Improvement	\$100.00
Development Permit - Amendment	\$100.00
Development Variance Permit	\$750.00 plus Delivery Costs
Board of Variance	\$750.00 plus Delivery Costs
Temporary Use Permit	\$1,500.00 plus Advertising and Delivery Costs
Strata Conversion	\$500.00 plus \$250.00/unit
Boundary Extension Proposal	\$2,000.00 plus \$50.00/hectare plus advertising and electoral approval costs
Liquor License Primary Referral Review Community Consultation	\$1,750.00 plus advertising costs
ALR Application - Subdivision/Non-Farm Use	\$600.00 plus ALR Fees
ALR Application - Exclusion	\$2,000.00 plus ALR Fees
Revitalization Tax Exemption Application Fee	\$250.00
Sign Permit	\$10.00 Application plus a \$100.00 damage deposit
Real Estate Sign	\$20.00 per agency
Temporary Sign/Banner Deposit	\$10.00 Application plus a

	\$100.00 damage deposit
Large Event Damage Deposit	Up to \$1,000.00
Ladysmith Visioning Report	\$25.00
Application for Statement of Concurrence (Telecommunications Tower)	\$250.00
Application for Recommendation of Cannabis Retail Licence Application/Amendment	\$2,000.00 plus advertising and delivery costs
Electric Vehicle Charging (includes idle fee)	\$1 per hour for first 2 hours \$2 per hour thereafter

Note: All fees are subject to applicable taxes

SCHEDULE "3" Cemetery Fees

<i>Ground Burial Lots</i>	Proposed Right of Interment	Right of Interment (Care fund)
Adult (over 12 yr.) Full Ground Burial Lot - Resident or former resident	\$ 900	\$ (225)
Adult (over 12 yr.) Full Ground Burial Lot - Non resident	\$ 1,400	\$ (350)
Child (12 & under) Full Ground Burial Lot - Resident or former resident	\$ 450	\$ (130)
Cremation Ground Lot - Resident or former resident	\$ 400	\$ (100)
Cremation Ground Lot - Non resident	\$ 600	\$ (150)

<i>Preparation & Placement</i>	Preparation & Placement	Town approved Liner
Adult (over 12 yr.) Full Burial	\$ 1,000	\$ 500
Child (12 & under) Full Burial	\$ 500	\$ 500
Cremation (single)	\$ 400	\$ 60
Cremation (double)	\$ 425	\$ 75

<i>Memorial:</i>	Marker	Marker Care Fund
Installation of Single Marker (up to 60cm x 30cm)	\$ 250	\$ (65)
Installation of Double Marker (up to 75cm x 45cm)	\$ 350	\$ (90)
Removal & Reinstall	\$ 450	

<i>Fees for services & products</i>	
Late Arrival (after 3pm) on regular business day	\$100 per hour
Disinterment/exhumation of full burial	\$ 1,800
Disinterment/exhumation of cremated remains	\$ 750
<i>Saturday Service (in addition to above fees)</i>	
Full Burial	\$ 500
Cremation Burial	\$ 300
Transfer/Surrender fee for interment right certificate	\$ 50
Special Services & Handling Fees	By prior arrangement with Administrator

Note: All fees are subject to applicable taxes

TOWN OF LADYSMITH

BYLAW NO. 2157

A Bylaw to amend the 2023-2027 Financial Plan Bylaw

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

1. Delete Schedule “A” in its entirety and replace with the attached Schedule “A”.

Citation

2. This bylaw may be cited for all purposes as “Town of Ladysmith Financial Plan Bylaw 2023, No. 2141, Amendment Bylaw 2023, No. 2157”.

READ A FIRST TIME on the ____ day of _____

READ A SECOND TIME on the ____ day of _____

READ A THIRD TIME on the ____ day of _____

ADOPTED on the ____ day of _____

Mayor (A. Stone)

Corporate Officer (M. O’Halloran)

SCHEDULE "A"

2023 – 2027 Financial Plan

	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>
REVENUES:					
Revenue From Property Tax Values	9,445,182	9,741,212	10,098,369	10,822,581	11,905,556
Revenue From Grants In Lieu	193,872	196,005	198,161	200,341	202,545
Revenue From Parcel Taxes	3,248,283	3,590,658	3,647,359	3,706,894	3,769,406
Revenue From Fees & Charges	5,663,587	5,758,362	5,854,771	6,025,784	6,126,750
Revenue From Other Sources	24,717,574	7,616,712	9,618,243	5,644,172	5,678,436
	43,268,498	26,902,949	29,416,903	26,399,772	27,682,693
EXPENSES:					
General Operating Expense	13,556,353	12,430,811	12,795,504	13,101,706	13,415,218
Sanitary Sewer Operating Expenses	2,152,361	1,718,577	1,774,259	1,822,053	1,871,042
Water Operating Expenses	2,397,421	2,139,781	2,216,649	2,282,628	2,350,256
Interest on Debt	704,808	831,108	831,108	1,071,554	1,552,446
Amortization	4,210,984	4,286,782	4,363,944	4,442,495	4,522,460
	23,021,927	21,407,059	21,981,464	22,720,436	23,711,422
Annual Surplus/Deficit	20,246,571	5,495,890	7,435,439	3,679,336	3,971,271
Add back: Unfunded Amortization	4,210,984	4,286,782	4,363,944	4,442,495	4,522,460
Capital Expenditures					
General Capital	17,606,846	2,442,005	14,189,762	3,318,959	2,354,240
Sanitary Sewer Capital	3,038,420	3,335,000	1,990,000	1,320,000	330,000
Water Capital	17,691,102	5,852,050	6,390,000	575,000	635,000
Proceeds from Borrowing	(4,088,725)	(3,549,275)	(10,400,000)	-	-
Principal Payments on Debt	1,015,717	1,171,192	1,171,192	1,445,706	1,720,220
Transfers to (from) Reserves Funds	(4,617,464)	(1,430,500)	(1,463,679)	(725,320)	(604,546)
Transfer to (from) Accumulated Surplus	(6,188,341)	1,962,200	(77,892)	2,187,486	4,058,817
Financial Plan Balance	-	-	-	-	-

TOWN OF LADYSMITH

BYLAW NO. 2158

A Bylaw to exempt from taxation certain lands and buildings for the year 2024

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

1. The following land and improvements within the legal boundaries of those properties listed below and to the extent described under Schedule “A” and Schedule “B” attached to and forming part of this bylaw, that are owned or held by a charitable, philanthropic or other not-for-profit corporation, and which the Council considers are used for a purpose that is directly related to the purposes of the corporation, are hereby exempted from taxation under section 224 of the *Community Charter* for the year 2024:

Count	Organization	Address	Legal Description
1	Canadian Legion Branch #171	621 1st Avenue	Lot A, Block 8, Plan VIP703, District Lot 56, Oyster Land District, Portion (DD 65840N), Except Plan SLY 64 FT (Except The Section Outline In Bold On Schedule “A”)
2	Ladysmith Health Care Auxiliary	910 1st Avenue	Block 30, Plan 703A, District Lot 24 (Being a consolidation of lots 1 and 2, see CA7428266), Oyster Land District.
3	Ladysmith Resources Centre Association	314 Buller Street	Lot A, Block 76, Plan VIP703a, District Lot 56, Oyster Land District, Portion (DD B92367)

2. The following land and improvements within the legal boundaries of those properties listed below and to the extent described under Schedule “B”, attached to and forming part of this bylaw, that are owned or held by the municipality and which the Council considers are used for a purpose that is directly related to the purposes of the corporation, are hereby exempted from taxation under section 224 of the *Community Charter* for the year 2024:

Count	Organization	Address	Legal Description
1	Ladysmith & District Historical Society	721 1st Avenue	Lot 11, Block 7, Plan VIP703, Oyster Land District
2	Ladysmith Golf Club Society	380 Davis Road	District Lot 43, Oyster Land District, Except Plan 2478 4670 5873 7527 8922 12027 14051 15693 835r 34197 48247 & VIP57353, Exc E&N Rly R/W Pcl A (DD 24403N) Pcl C (DD 34443I), VIP65242
3	Ladysmith & District Historical Society	614 Oyster Bay Drive	Lot 4, Plan VIP45800, District Lot 8G,11G,24,56, Oyster Land District, Except Plan VIP64405 VIP71943 VIP72131 (PARENT FOLIO 445-1109-300) (Shown in Schedule "B")
4	Ladysmith Maritime Society	616 Oyster Bay Drive	Lot 4, Plan VIP45800, District Lot 8G,11G,24,56, Oyster Land District, Except Plan VIP64405 VIP71943 VIP72131, that part included in lease from Town of Ladysmith - Car Shop (Parent Folio 445-1109-300)
5	Ladysmith & District Historical Society	612 Oyster Bay Drive	Lot 4, Plan VIP45800, District Lot 8G,11G,24,56, Oyster Land District, Except Plan VIP64405 VIP71943 VIP72131, that part included in lease from Town of Ladysmith
6	Ladysmith & District Historical Society	1115B - 1st Avenue	Strata Lot 1, Plan VIS5873, District Lot 118, Oyster Land District, together with an interest in the Common Property In Proportion To The Unit Entitlement Of The Strata Lot As Shown On Form 1 Or V, As Appropriate
7	Ladysmith Festival of Lights	1163 4th Avenue	Lot A, Plan VIP34438, District Lot 146, Oyster Land District, Portion Part Of Fourth Ave

3. The following land and improvements within the legal boundaries of those properties listed below and to the extent described under Schedule "C" and Schedule "D" attached to and forming part of this bylaw, in relation to property that is exempt under section 220 (1)(h) [*buildings for public worship*], an area of land surrounding the exempt building, a hall that the Council considers is necessary to the exempt building and the land on which the hall stands, and an area of land surrounding a hall that is exempt are hereby exempted from taxation under section 224 of the *Community Charter* for the year 2024:

Count	Organization	Address	Legal Description
1	United Church of Canada	232 High Street	Lot A, Plan VIP63119, District Lot 56, Oyster Land District
2	Ladysmith Fellowship Baptist Church	381 Davis Road	Lot 1, Plan VIP43316, District Lot 43, Oyster Land District, Except Plan VIP66137
3	St. Mary's Catholic Church	1135 4th Avenue	District Lot 145, Oyster Land District, Except Plan 33231 & VIP72186 (Specifically the area of land and buildings outlined in bold on Schedule "C")
4	Pentecostal Assemblies of Canada	1149 4th Avenue	Lot A, Plan VIP46331, District Lot 146, Oyster Land District (Specifically the area of land and buildings outlined in red on Schedule "D")

4. The following land and improvements within the legal boundaries of those properties listed below and to the extent described under Schedule "E" attached to and forming part of this bylaw, in relation to property that is exempt under section 220 (1)(i) [*senior's homes*], any area of land surrounding the exempt building is hereby exempted from taxation under section 224 of the *Community Charter* for the year 2024:

Count	Organization	Address	Legal Description
1	Ladysmith Senior Citizens Housing Society	207 Jamison Road	Lot 1, Plan VIP21490, District Lot 56, Oyster Land District (Specifically The Area Of Land Surrounding The Building Footprint As Shown On Schedule "E")

5. The following land and improvements within the legal boundaries of those properties listed below for which a grant has been made, after March 31, 1974, under the *Housing Construction (Elderly Citizens) Act* before its repeal, is hereby exempted from taxation under section 224 of the *Community Charter* for the year 2024:

Count	Organization	Address	Legal Description
1	Ladysmith Senior Citizens Housing Society	101 1st Avenue	Lot 1, Plan VIP31443, District Lot 56, Oyster Land District

6. Citation

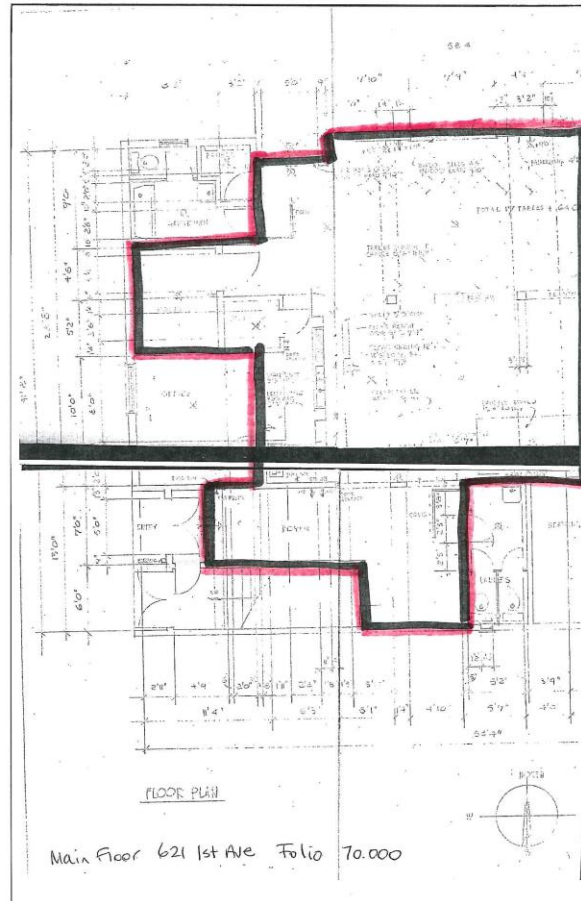
This bylaw may be cited as "2024 Permissive Tax Exemptions Bylaw 2023, No. 2158".

READ A FIRST TIME on the day of , 2023
READ A SECOND TIME on the day of , 2023
READ A THIRD TIME on the day of , 2023
ADOPTED on the day of , 2023

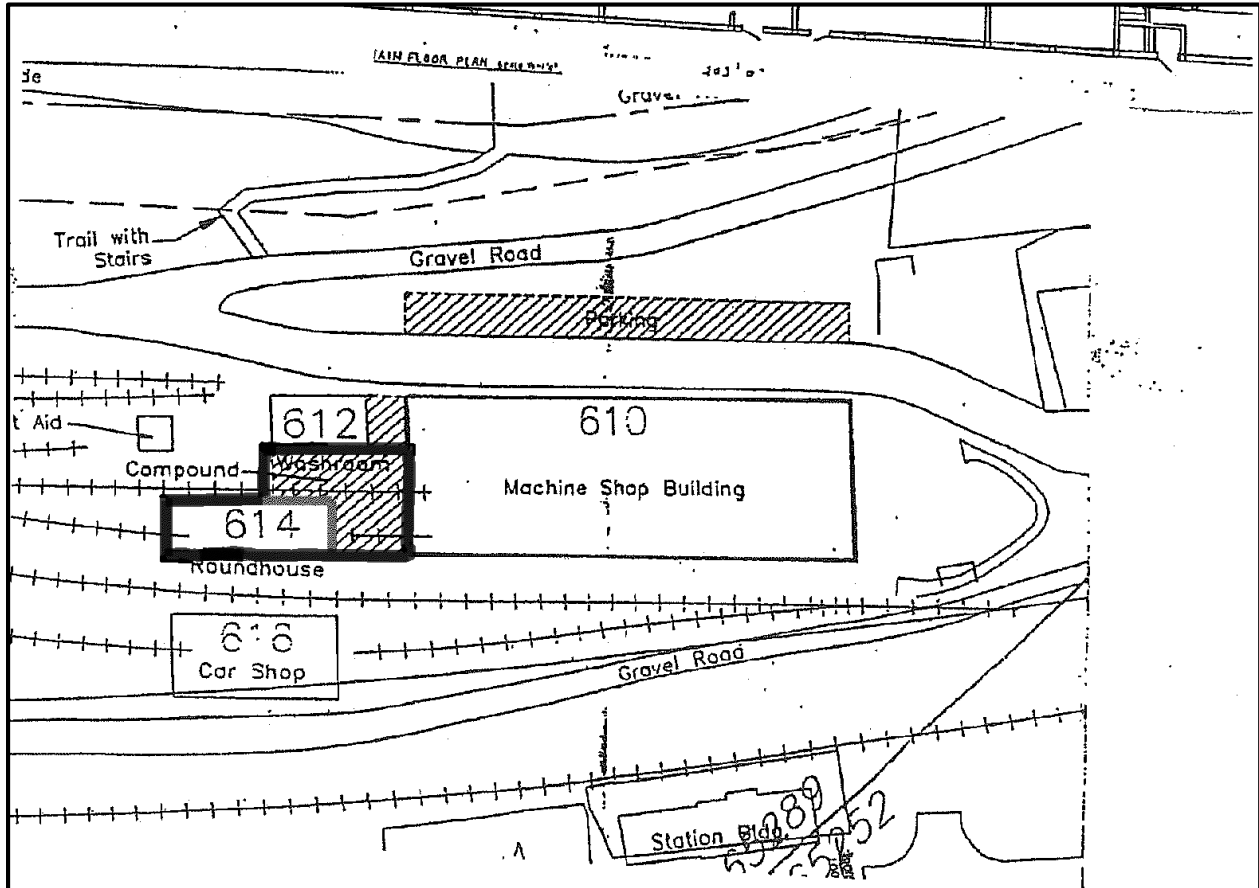
Mayor (A. Stone)

Corporate Officer (M. O'Halloran)

Schedule "A"

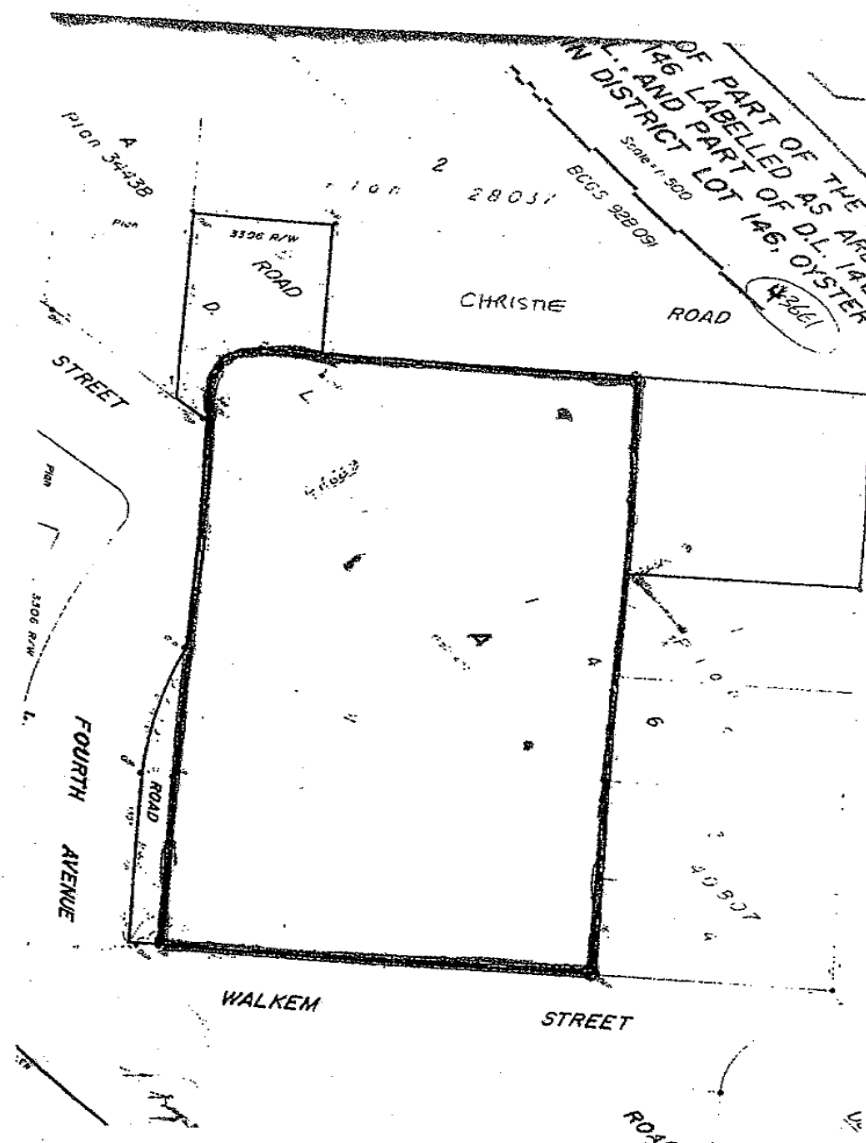


Schedule "B"

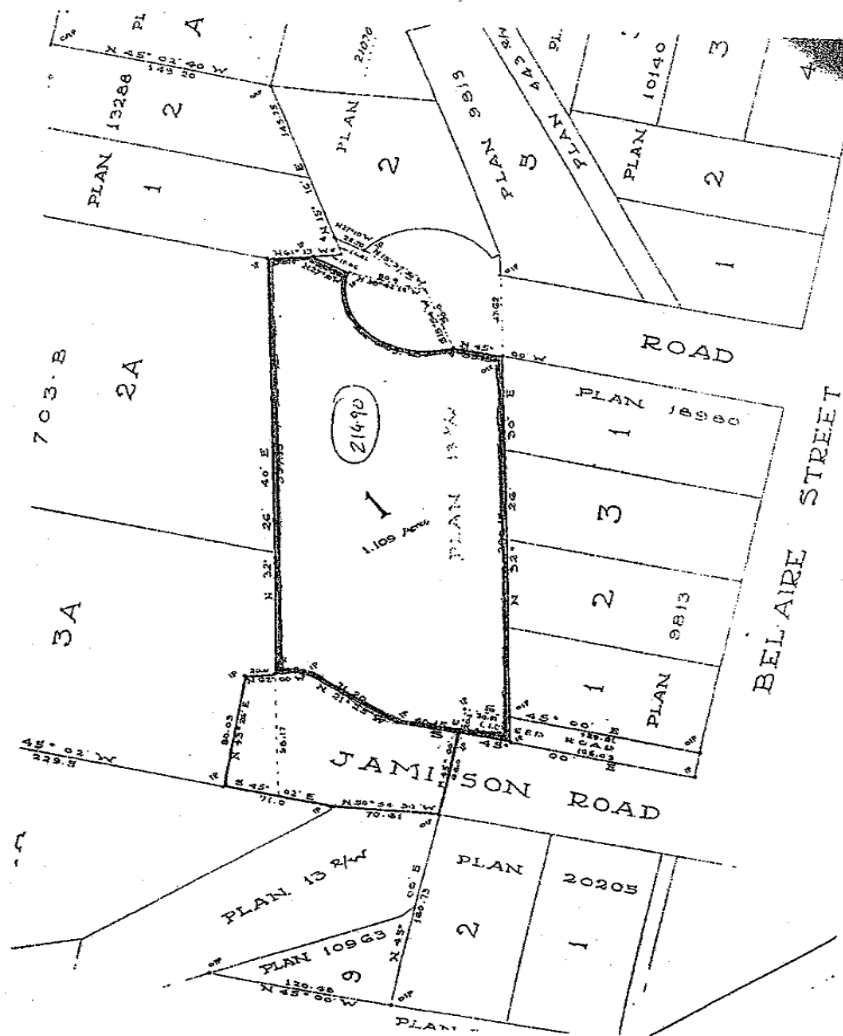


1620-A Government of
 Oyster District
 Plan 12186
 SCALE 1:1250
 LEGEND
 APPROVED UNDER THE LAND TITLE ACT 1952
 30th day of March, 2001
 P. J. [Signature]
 Approving Officer, Town of Ladysmith
 B. C. C. S. 920 091
 1620-A Government of
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Schedule "D"



Schedule "E"



BYLAW STATUS SHEET
September 26, 2023

Bylaw #	Description	Status
2130	"Official Community Plan Bylaw 2003, No. 1488, Amendment Bylaw (No. 73) 2022, No. 2130" (10940 Westdowne Rd.) Changes the OCP designation from single family to Mobile Home Park residential.	First and second readings, December 20, 2022. Public Hearing required. MOTI approval required.
2131	"Town of Ladysmith Zoning Bylaw 2014, No. 1860, Amendment Bylaw (No. 54) 2022, No. 2131" (10940 Westdowne Rd.) Changes zoning from Rural Residential (RU-1) to Manufactured Home Park (MHP-1).	First and second readings, December 20, 2022. Public Hearing required. MOTI approval required.
2133	"Town of Ladysmith Zoning Bylaw 2014, No. 1860, Amendment Bylaw (No. 56) 2023, No. 2133". Allows convenience store at 1132-1142 Rocky Creek Rd.	First and second readings, January 10, 2023. Public Hearing required. MOTI approval required.