



Denman Island Local Trust Committee Special Meeting Agenda

Date: May 30, 2022
Time: 6:30 pm
Location: Denman Island Community Hall
1196 Northwest Road, Denman Island, BC

Pages

1. **CALL TO ORDER** 6:30 PM - 7:00 PM
“Please note, the order of agenda items may be modified during the meeting. Times are provided for convenience only and are subject to change.”
2. **COMMUNITY INFORMATION MEETING - Denman Housing Association (DHA) - DE-RZ-2021.1 (Denman Green)**
 - 2.1. **Planner Presentation** 2 - 24
 - 2.1.1. **Bylaw Nos. 241, 242 and 243** 25 - 48
 - 2.1.2. **Draft Covenant** 49 - 91
 - 2.2. **Question and Answer Session**
3. **PUBLIC HEARING - BYLAW NOS. 241, 242 and 243** 7:00 PM - 7:00 PM
Bylaw No. 241 (Official Community Plan (OCP)), Bylaw No. 242 (Land Use Bylaw (LUB)) and Bylaw No. 243 (Housing Agreement (HA))
4. **ADJOURNMENT**

WELCOME!

COMMUNITY INFORMATION MEETING AND PUBLIC HEARING

MONDAY MAY 30, 2022 @ 6:30PM

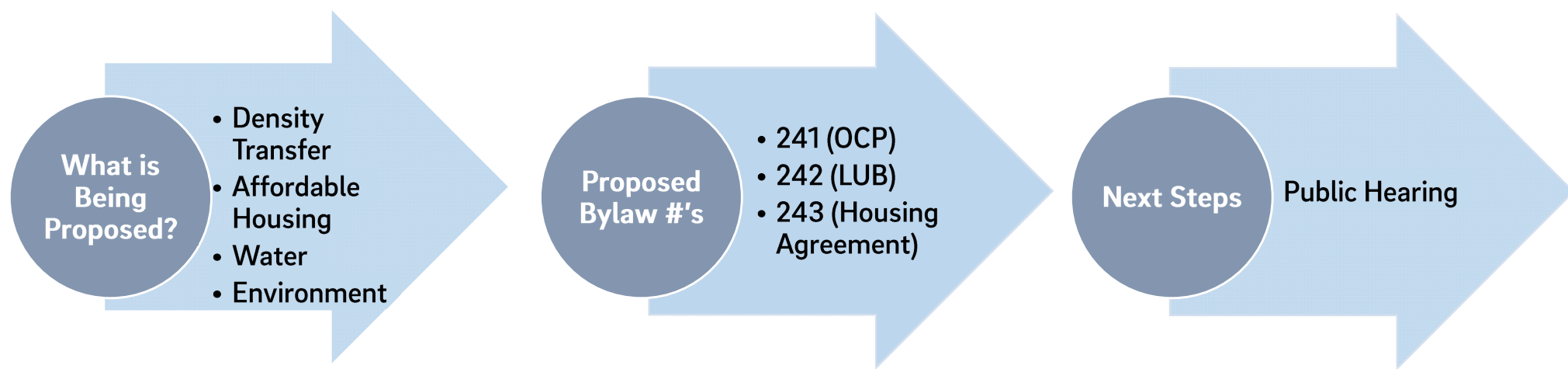


For Bylaw Amendment Application
Denman Housing Association
'Denman Green'

DE-RZ-2021.1 (DHA)

Purpose of this Community Information Meeting

- Presentation by staff and applicant ~15 minutes
- Overview of proposed bylaws being considered for Public Hearing
- Answer your questions BEFORE the public hearing



**Are Your
Interests
Affected?**

- Yes
- No

**Public
Hearing
Tonight**

**Public
encouraged
to submit
written or
verbal
submission**

Overview of Density Transfer

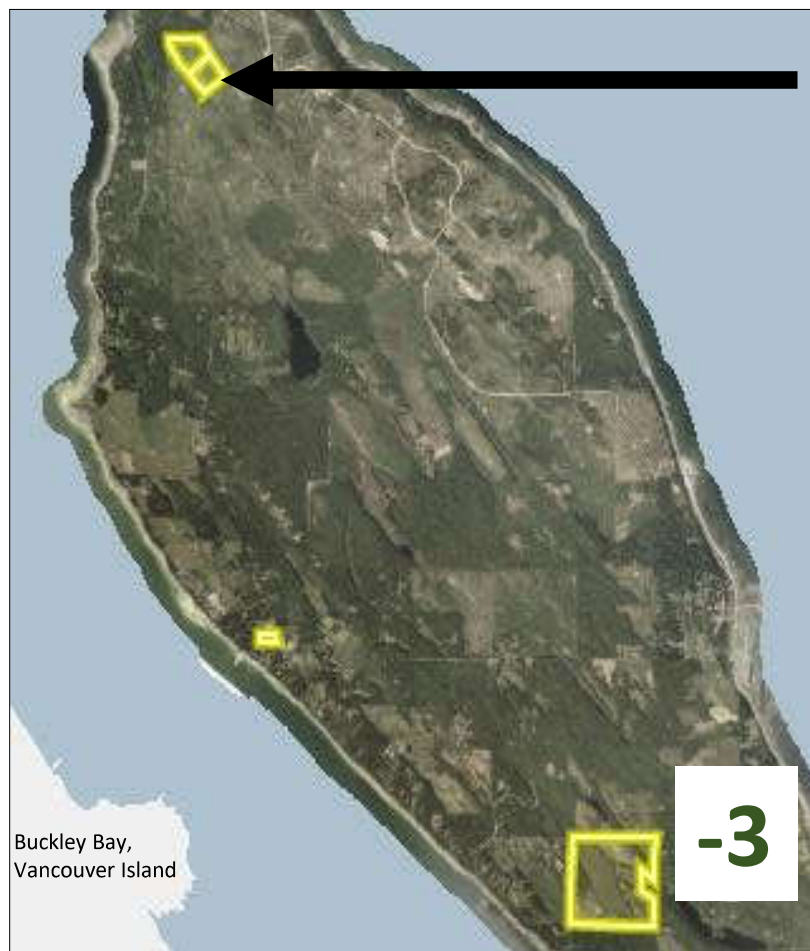


DONOR PARCEL (6080 Woodham Road)

Reduce density on non-ALR portion of the parcel
from 7 permitted dwellings/parcels to 4

-3

Overview of Density Transfer

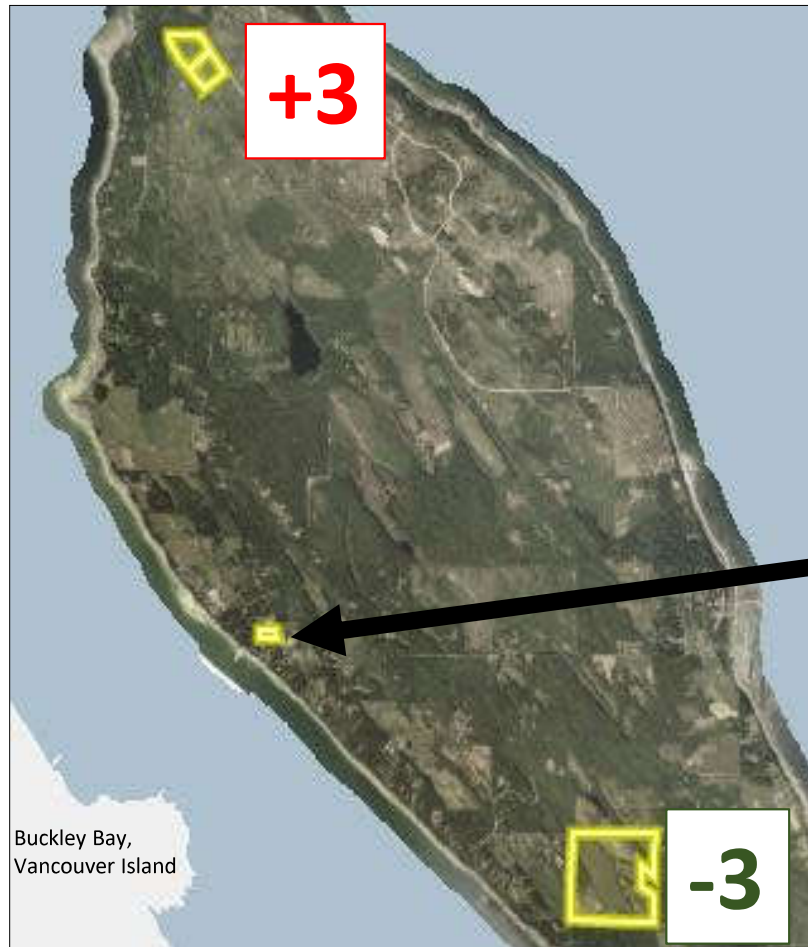


RECIEVER PARCELS (Lots 4 and 5 Danes Road)

Increased density from 2 permitted dwellings/lots to 5.

+3

Overview of Density Transfer



RECIEVER PARCEL (1151 Northwest Road)

Increased density from 1 permitted dwelling to 20.

+19 (from density bank)

Denman Green Parcel



Islands Trust





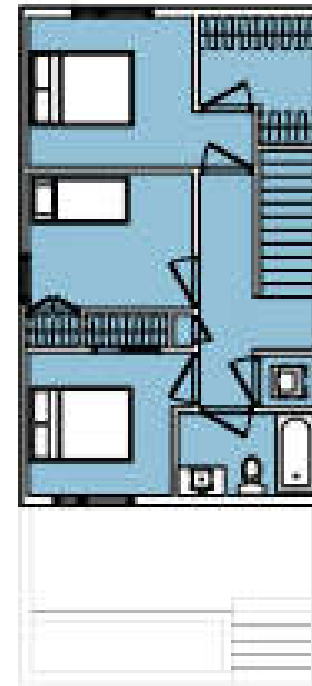
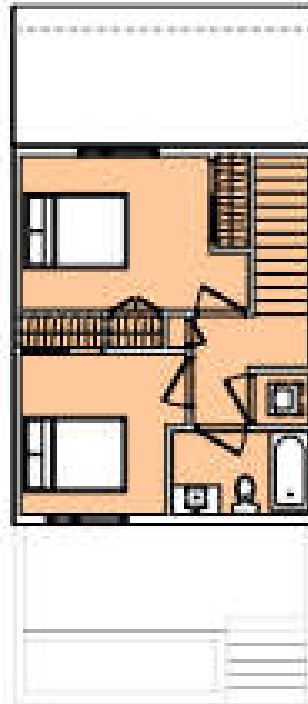
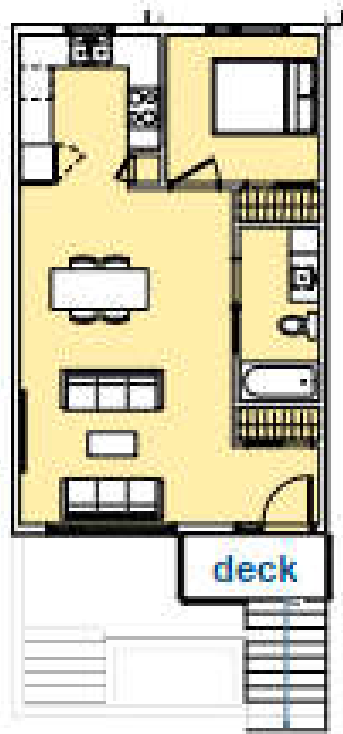
Islands Trust

DENMAN GREEN PROPOSAL



1-bedroom

upper
627 sqft

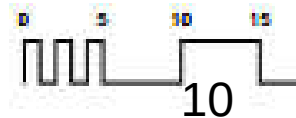
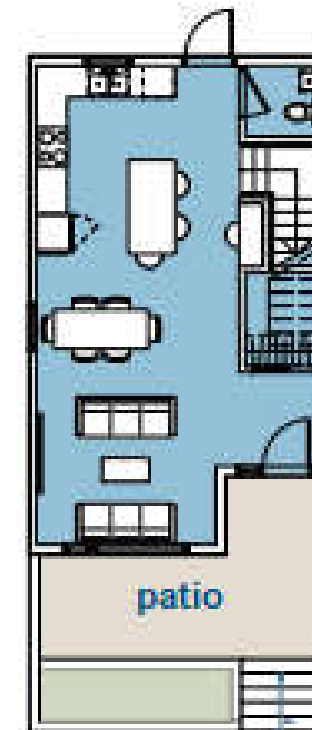
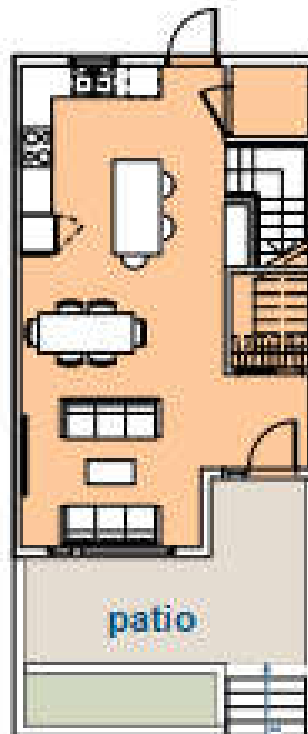
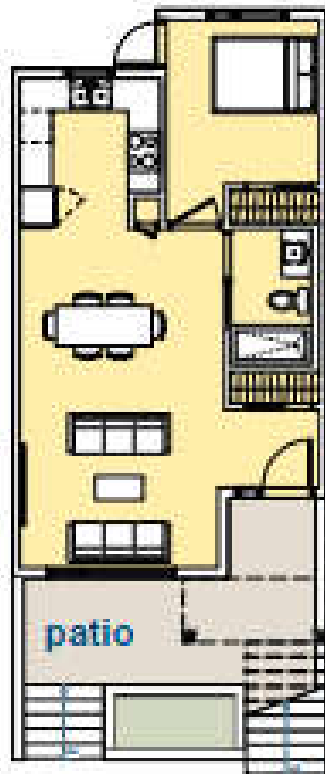


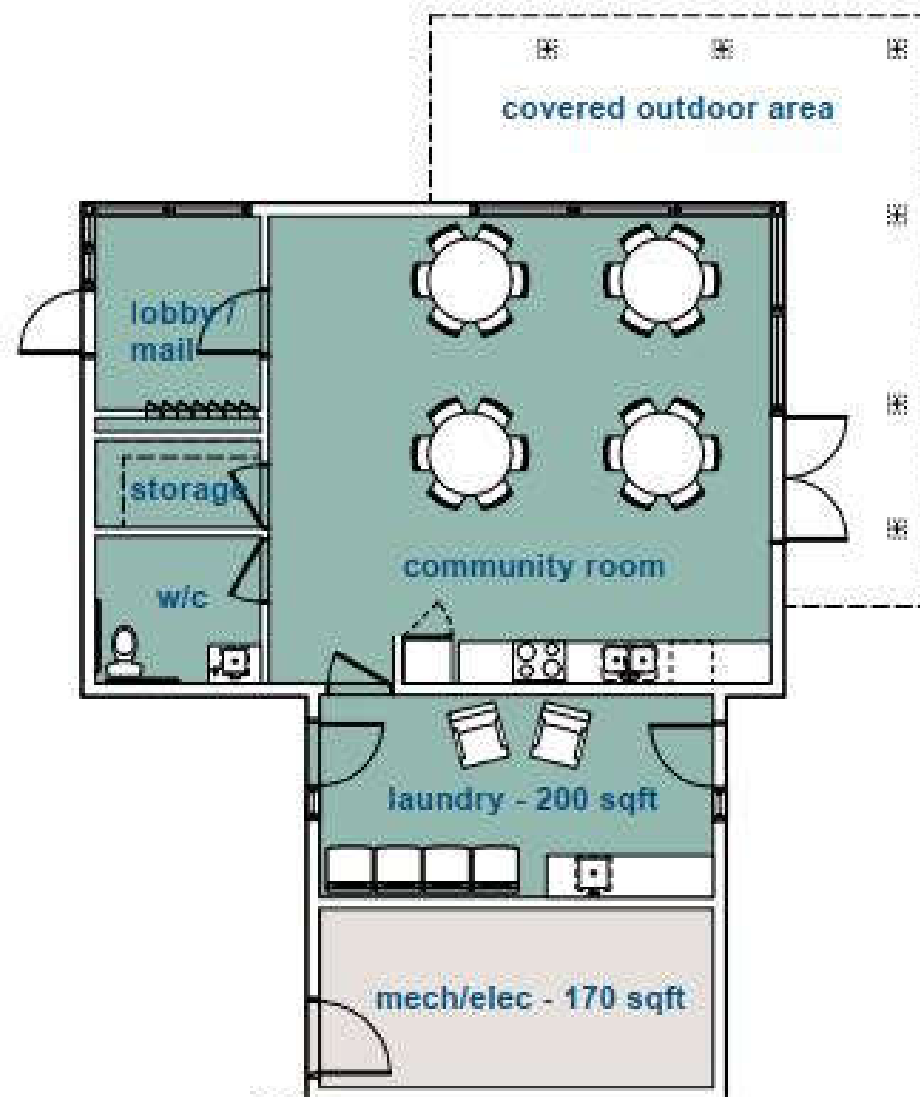
3-bedroom

1200 sqft

1-bedroom

lower
627 sqft





community building

1130 sqft

Potable Water

- Allan Dakin, P.Eng. FEC, Groundwater Engineer
- Water license preliminary approval from Ministry of Land, Water and Natural Resource Stewardship (MLWNRS) – now out for consultation with other parties
- Requires an EOCP certified Operator to maintain it
- Plan is for 50% supply from well and 50% from rainwater
- Sustainable year-round well yield 8,430 litres per day
 - Average Daily Demand @ 50% 3,518 litres per day
 - Maximum Daily Demand @ 50% 5,171 litres per day
- Rainwater Collection from 1,500m² building roof area

Wastewater Plan

- H2O Environmental Ltd, Steve Carballeira. P.Geo.
- Type 3 (highest quality) wastewater treatment system
 - <10 milligrams per litre BOD and <10 mg/l total suspended solids and
 - less than 400 Colony forming units of fecal coliform bacteria.
- Effluent fully 'polished/attenuated' within 11 metres of the septic field
- Wetland and well are both 30 metres+ distant from the septic field
- Certified Operator required for maintenance

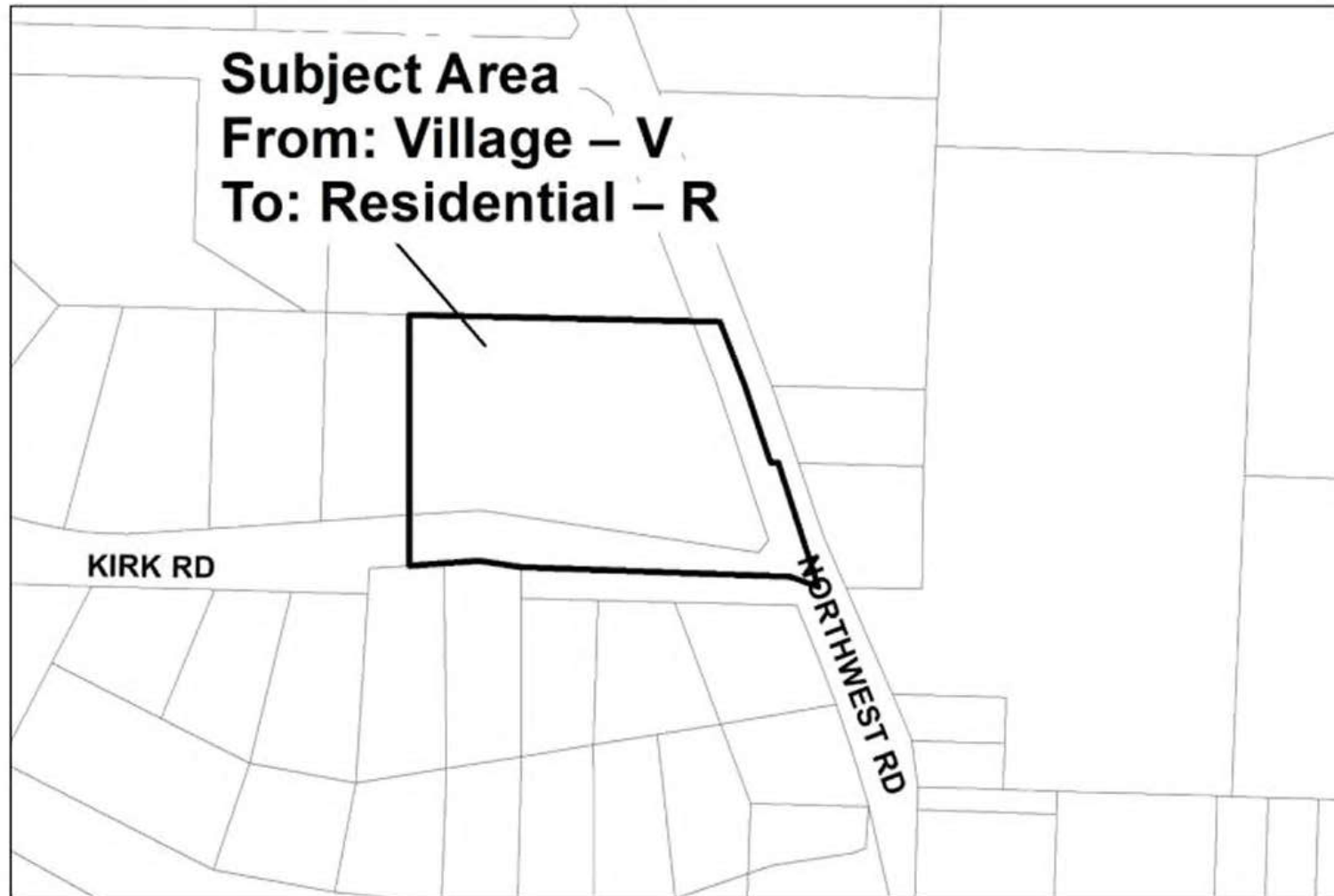
Next Steps

- Water system design per Island Health and MLWNRS parameters
- Island Health approval of Drinking Water System application
- Many other site and building design elements may now proceed:
 - Refine architectural design
 - Heating, cooling and ventilation
 - Fire protection
 - Building structure
 - Greywater recycling (saving 600,000 L per year)
 - Stormwater management
 - Landscaping
 - Electrical system including PV array
 - Construction costing
 - Operational planning

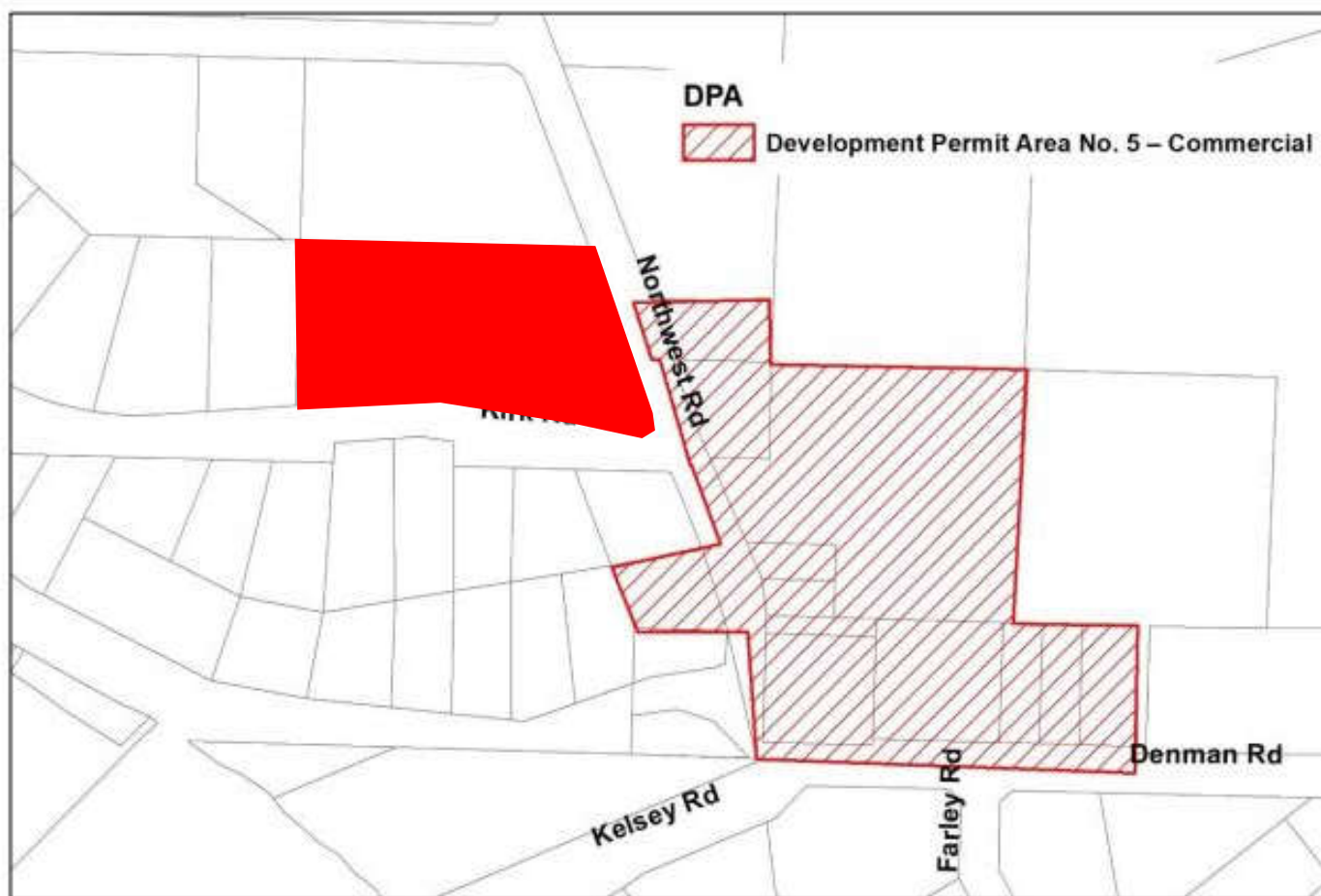
Denman Green Parcel



Islands Trust



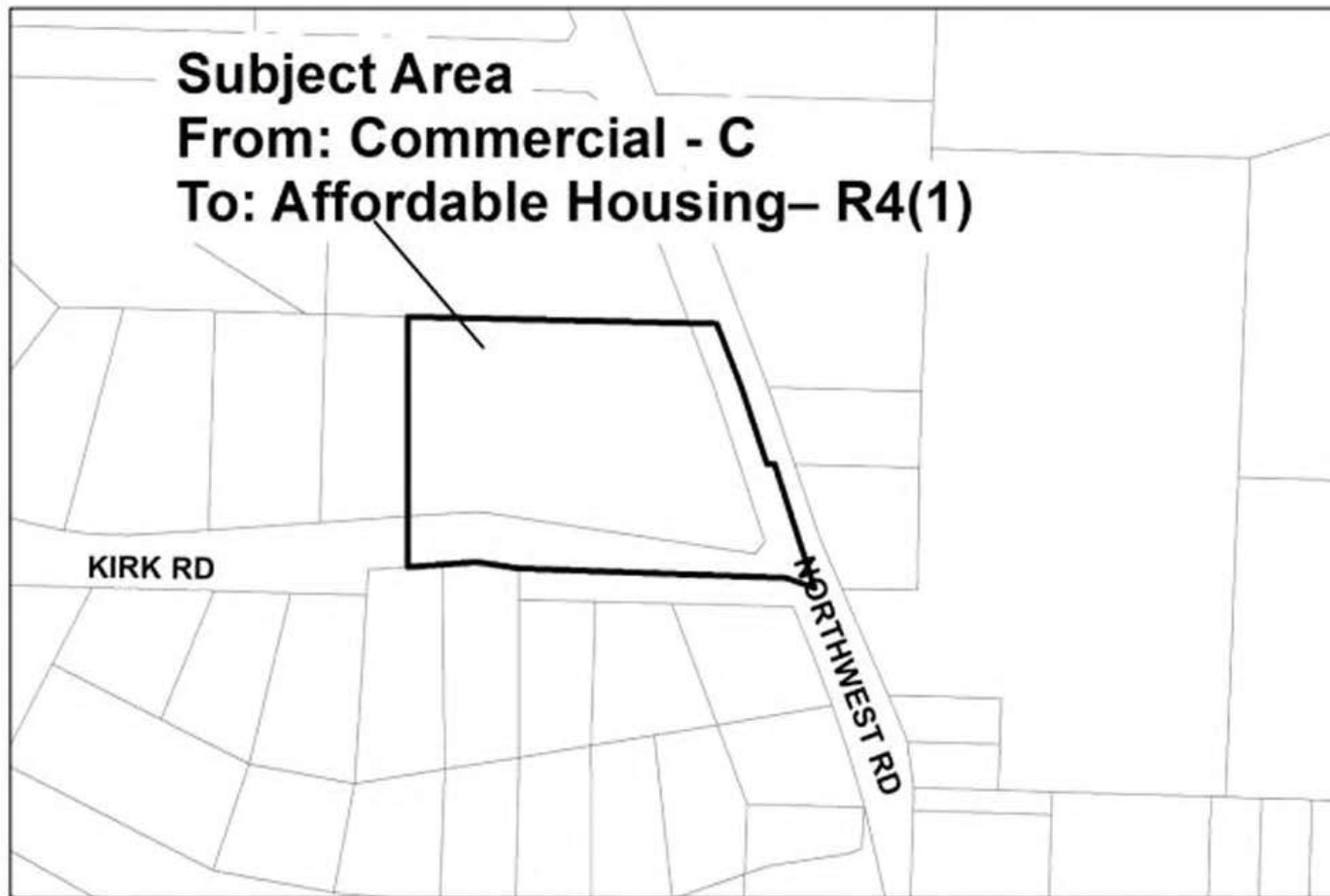
Denman Green Parcel



Denman Green Parcel



Islands Trust



Housing Agreement Bylaw

Bylaw No. 243



Would Require DHA to:

- Construct only duplexes, triplexes or quadplexes;
- Be constructed to meet BC Energy Step Code Level 2 efficiency standards;
- Be constructed with a Type 3 advanced sewage treatment system;
- Rent the 20 units to qualified occupants at an affordable rate;
- Follow a tenant selection procedure;
- Require annual reporting to the Islands Trust.

Restrictive Covenant

Would Require DHA to:

- Install fencing to mitigate noise and dust along shared interior lot lines;
- Install a datalogger in the well and take hourly readings of water level, temperature and electric conductivity – submit to Islands Trust annually;
- To construct all dwellings to a minimum of Step 2 of Energy Step Code.

Summary of Changes to the Official Community Plan Bylaw No. 241 (OCP)



New policies in support of:

- affordable rental housing;
- rental tenure housing being established;
- new dwellings complying with BC Energy Step Code requirements;
- Reducing the size of the Commercial DPA.

PROPOSED

DENMAN ISLAND LOCAL TRUST COMMITTEE
BYLAW NO. 241

A BYLAW TO AMEND DENMAN ISLAND OFFICIAL COMMUNITY PLAN, 2008

The Denman Island Local Trust Committee, being the Trust Committee having jurisdiction in respect of the Denman Island Local Trust Area under the *Islands Trust Act*, enacts as follows:

1. That the Denman Island Local Trust Committee Bylaw No. 185 cited as "Denman Island Official Community Plan, 2008" is amended as shown on Schedule "1" attached to and forming part of this bylaw.
2. This bylaw may be cited for all purposes as "Denman Island Official Community Plan, 2008, Amendment No. 1, 2021".

READ A FIRST TIME THIS	22 ND	DAY OF	MARCH	, 2022
READ A SECOND TIME THIS	29 TH	DAY OF	APRIL	, 2022
PUBLIC HEARING HELD THIS	_____	DAY OF		, 202X
READ A THIRD TIME THIS	_____	DAY OF		, 202X
APPROVED BY THE EXECUTIVE COMMITTEE OF THE ISLANDS TRUST THIS	_____	DAY OF		, 202X

Summary of Changes to the Land Use Bylaw Bylaw No. 242 (LUB)



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- New 'Affordable Housing' zone – R4(1) that regulates siting, size, use, density, parking, etc;
- New site specific R2(7) zone for the Woodham Road parcel to decrease density
- New site specific R2(8) zone for the Danes Road parcels to increase density;

Bylaw Referral Responses

First Nations

K'omoks First Nation,
Qualicum First Nation,
Tla'amin Nation,
Snaw'naw'as Nation,
Te'Mexw Treaty Association,
We Wai Kai Nation,
Snuneymuxw First Nation
Nanwakolas Council,
We Wai Kum Nation,
Xwemanlhkwu (Homalco) First Nation
Hul'qumi'num Treaty Group
Stz'uminus (Chemainus) First Nation,
Ts'uubaa-asatx (Lake Cowichan First Nation),
Halalt First Nation,
Lyackson First Nation,
Penelakut Tribe;
Cowichan Tribe

Regional Agencies

Island Health
Comox Valley Regional District– Planning
School District 71

Adjacent Local Trust Committees and Municipalities

Hornby Island Local Trust Committee

Non-Agency Referrals

Denman Island Advisory Planning Commission
Denman Conservancy
Denman Fire Department

AFTER THE PUBLIC HEARING

- LTC can consider third reading of the bylaws;
- Bylaws must be approved by the Islands Trust Executive Committee and OCP Bylaw approved by the Minister;
- Bylaws can be considered for adoption, covenant(s) registered on title;
- Title of land is transferred to DHA;
- DHA can apply to BC Housing (or other funding source) for funding;
- If funding approved, applicant will work with funder to finalize design, site plan, water, sewage plan (subject to change).



QUESTIONS?



For Bylaw Amendment Application
Denman Housing Association
'Denman Green'

DE-RZ-2021.1 (DHA)

PROPOSED

DENMAN ISLAND LOCAL TRUST COMMITTEE BYLAW NO. 241

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READ A SECOND TIME THIS 29TH DAY OF APRIL , 2022

PUBLIC HEARING HELD THIS _____ DAY OF _____ , 202X

READ A THIRD TIME THIS _____ DAY OF _____ , 202X

APPROVED BY THE EXECUTIVE COMMITTEE OF THE ISLANDS TRUST THIS _____ DAY OF _____ , 202X

APPROVED BY THE MINISTER OF MUNICIPAL AFFAIRS AND HOUSING THIS _____ DAY OF _____ , 202X

ADOPTED THIS _____ DAY OF _____ , 202X

Chair

Secretary

DENMAN ISLAND LOCAL TRUST COMMITTEE

BYLAW NO. 241

Schedule “1”

1. Schedule “A” – Official Community Plan Policy Document of the Denman Island Local Trust Committee Bylaw No. 185, cited as “Denman Island Official Community Plan, 2008” is amended as follows:
 - 1.1. PART E FAMILIES AND INDIVIDUALS, E1 – HOUSING, Housing Objectives is amended by adding the following new objective following the text of Objective 4:
 - 1.2. “Objective 5 To protect and enhance the supply and quality of rental housing.”
 - 1.3. PART E FAMILIES AND INDIVIDUALS, E1 – HOUSING, Housing Policies, Policy 1 is amended by adding the following sentence to the end of the first sentence: “except for lots created for the purpose of allowing multi-family affordable housing.”
 - 1.4. PART E FAMILIES AND INDIVIDUALS, E1 – HOUSING, Housing Policies, Policy 9 is replaced in its entirety with the following:

“In the Residential and the Rural designation, the principal use should be single family residential with the exception of the following:

 - The existing cabins on the R1(2) zoned parcel and the rental accommodation on the two R1(1) zoned parcels as permitted by the Denman Island Land Use Bylaw; and
 - Multi-family affordable housing through the completion of a successful rezoning application.”
 - 1.5. PART E FAMILIES AND INDIVIDUALS, E1 – HOUSING, Housing Policies, Policy 10 is amended by changing “Policy 29” to “Policy 30”.
 - 1.6. PART E FAMILIES AND INDIVIDUALS, E1 – HOUSING, Housing Policies, Policy 10 is amended by adding “28, 29, or” after the word “Policy” and before the number “30.”
 - 1.7. PART E FAMILIES AND INDIVIDUALS, E1 – HOUSING, Housing Policies, Policy 27 is replaced in its entirety with the following:

“Applicants applying for a zoning amendment prior to 2032 for new single family or multi-family dwellings should be required to meet or exceed BC Energy Step Code Level 2 standards for new construction, either by way of a site specific amenity zone or by way of a restrictive covenant registered on title.”
 - 1.8. PART E FAMILIES AND INDIVIDUALS, E1 – HOUSING, Housing Policies, Policy 28 is amended by adding an additional bullet to the end of the list that reads: “that residential rental tenure zoning is considered to ensure affordability is maintained in perpetuity.”

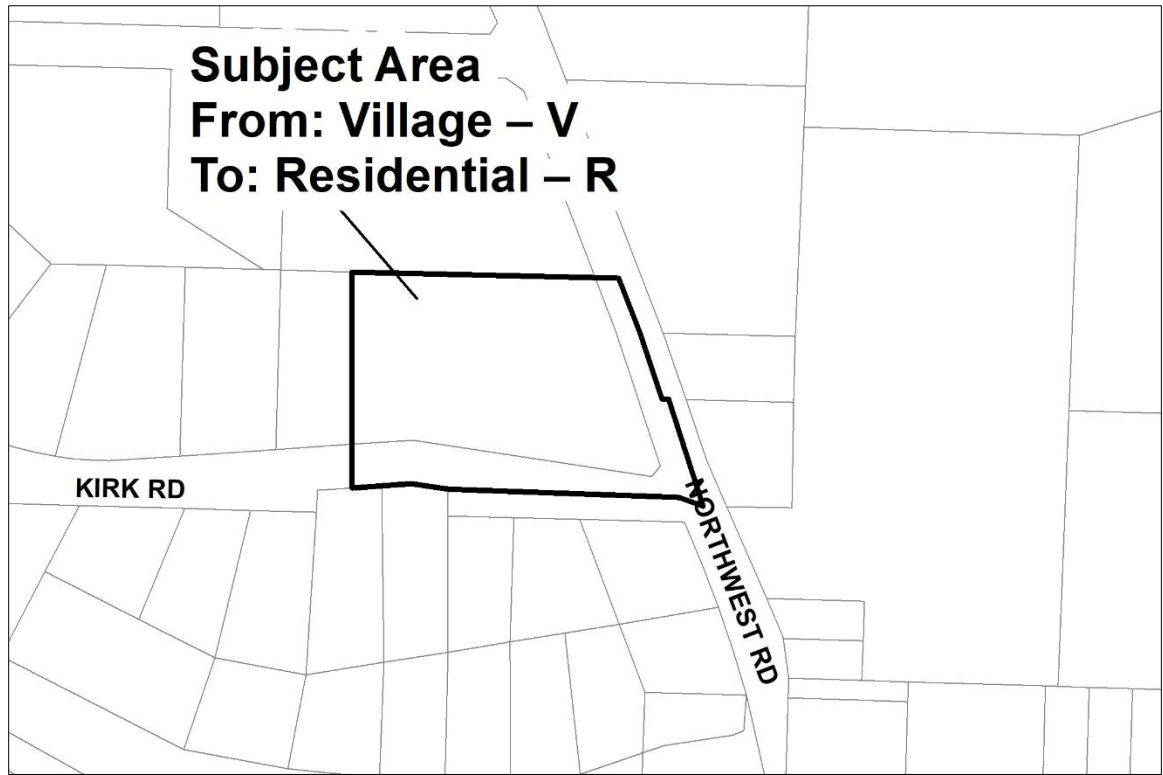
DENMAN ISLAND LOCAL TRUST COMMITTEE

BYLAW NO. 241

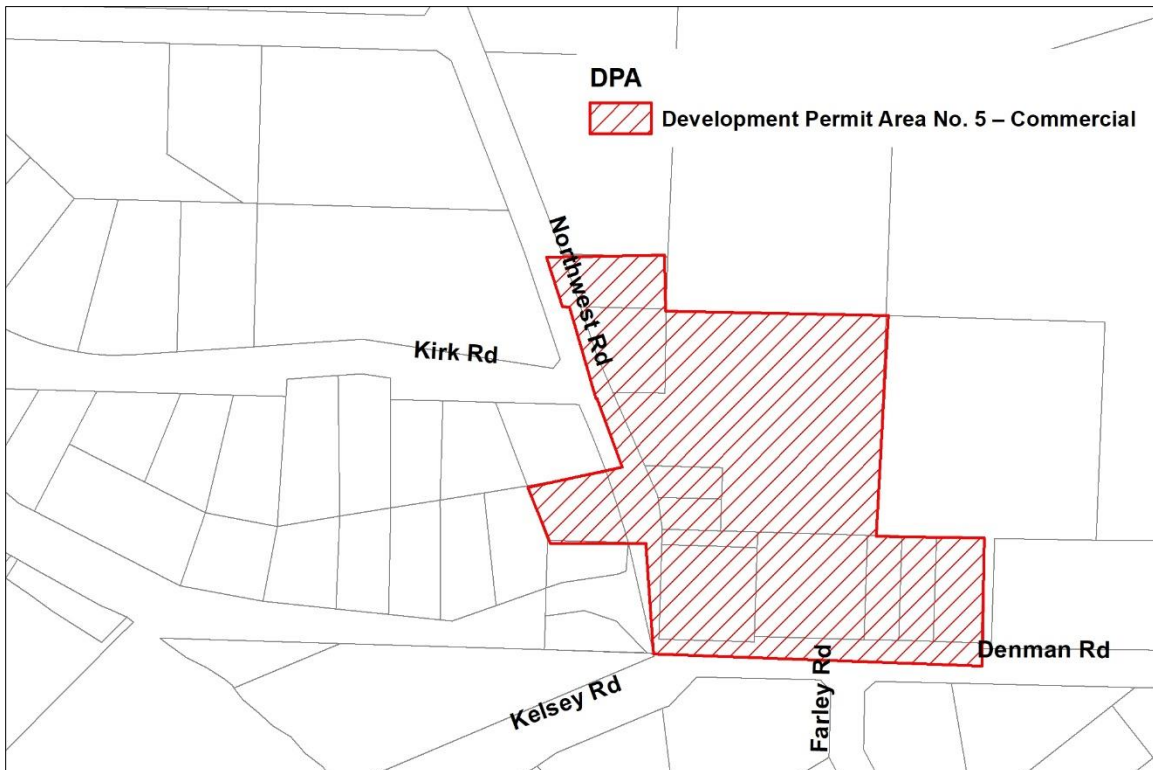
Schedule "2"

1. Schedule "C" – Land Use Designations of the Denman Island Local Trust Committee Bylaw No. 185, cited as "Denman Island Official Community Plan, 2008" is amended by changing the designation of PID 000-393-941 as shown on Plan No. 1 attached to and forming part of this bylaw, and by making such alterations to Schedule "C" of Bylaw No. 185 as are required to effect this change.
2. Schedule "E" – Map 2 North Development Permit Areas of the Denman Island Local Trust Committee Bylaw No. 185, cited as "Denman Island Official Community Plan, 2008" is amended by removing the 'Commercial' Development Permit Area designation from PID 000-393-941 as shown on Plan No. 2 attached to and forming part of this bylaw.

Plan No. 1



Plan No. 2



PROPOSED

DENMAN ISLAND LOCAL TRUST COMMITTEE BYLAW NO. 242

A BYLAW TO AMEND DENMAN ISLAND LAND USE BYLAW, 2008

The Denman Island Local Trust Committee, being the Trust Committee having jurisdiction in respect of the Denman Island Local Trust Area under the *Islands Trust Act*, enacts as follows:

1. Citation

This bylaw may be cited for all purposes as “Denman Island Land Use Bylaw, 2008, Amendment No. 1, 2021”.

2. Denman Island Local Trust Committee Bylaw No. 186, cited as “Denman Island Land Use Bylaw, 2008,” is amended as per Schedule 1 attached to and forming part of this bylaw.

READ A FIRST TIME THIS 22ND DAY OF MARCH , 2022

READ A SECOND TIME THIS 29TH DAY OF APRIL , 2022

PUBLIC HEARING HELD THIS _____ DAY OF _____ , 2022

READ A THIRD TIME THIS _____ DAY OF _____ , 202x

APPROVED BY THE EXECUTIVE COMMITTEE OF THE ISLANDS TRUST THIS

_____ DAY OF _____ , 202x

ADOPTED THIS _____ DAY OF _____ , 202x

Chair

Secretary

**DENMAN ISLAND LOCAL TRUST COMMITTEE
BYLAW NO. 242**

1. Schedule "A" of Denman Island Land Use Bylaw, 2008 is amended as follows:

- 1.1 PART 1 ADMINISTRATION, Section 1.1 Definitions is amended by replacing the definition of "lot coverage" with the following:

"lot coverage means the percentage of the total area of the lot covered by buildings and structures including roof overhangs but excluding cisterns connected to a building for the purposes of rainwater harvesting and collection."

- 1.2 PART 1 ADMINISTRATION, Section 1.1 Definitions is amended by adding the following definitions in alphabetical order:

"dwelling, multi-family means a building containing two or more dwelling units (excluding a principle dwelling with a secondary suite), each having their own entrance, which may include an entrance from a common interior corridor or an exterior entrance;

dwelling unit, single family means a building containing one dwelling unit;

residential rental tenure means the granting of a right to occupy a *dwelling unit* as living accommodation where the minimum occupancy period is thirty consecutive days, and where the *dwelling unit* is not owned by a *dwelling unit* occupant, but where regular payments are made to the owner for the use of the *dwelling unit*;"

- 1.3 PART 2 GENERAL REGULATIONS, Section 2.1 Accessory Buildings and Structures, 10 is amended by adding the words "and the use is not permitted on a parcel in the 'Affordable Rental Housing (R4) Zone'." after the word "Bylaw".

- 1.4 PART 2 GENERAL REGULATIONS, Section 2.1 Travel Trailers, 11 is amended by adding the words "except on a parcel zoned 'Affordable Rental Housing (R4).'" after the word "accommodation".

- 1.5 PART 2 GENERAL REGULATIONS, Section 2.4 Home Occupation Regulations, Permitted Home Occupation Uses is amended by adding the following new regulations 3 and 4 after regulation 2 and by making such consequential numbering alterations to effect this change:

"3 Despite regulation 2 of this section, the following uses, and no others are permitted as home occupations in the R4 zone:

- general business offices
- professional offices, excluding health services
- artist or artisan studios"

4 Notwithstanding 2.4 regulation 3 of this section, the following is prohibited in the R4 zone:

- on site purchase of any products or services
- on site attendance of clientele or customers
- creation of noise which disturbs persons"

- 1.6 PART 2 GENERAL REGULATIONS, Section 2.4 Home Occupation Regulations, Number of Employees is amended by adding the following new regulation 17 after regulation 16 and by making such consequential numbering alterations to effect this change:

“Despite regulation 16 of this section, no non-resident employees are permitted in the R4 zone.”

- 1.7 PART 2 GENERAL REGULATIONS, Section 2.5 Parking Regulations, Number of Parking Spaces Required, 16, residential is amended by removing:
- “one per one single family residential use”, and replacing it with:
 - “one per one single family residential dwelling unit”
- 1.8 PART 2 GENERAL REGULATIONS, Section 2.5 Parking Regulations, Number of Parking Spaces Required, 16, residential is amended by adding another bullet:
- “two per dwelling unit in a multi-family dwelling”
- 1.9 PART 2 GENERAL REGULATIONS, Section 2.5, Parking Regulations, Number of Parking Spaces Required, 17, Minimum number of bicycle parking spaces is amended by adding another bullet:
- “one per dwelling unit in a multi-family dwelling”
- 1.10 PART 2 GENERAL REGULATIONS, Section 2.6 Signs Regulations, Permitted signs, 1 is amended by adding “Affordable Rental Housing (R4)” after “(R3)”.
- 1.11 PART 2 GENERAL REGULATIONS, Section 2.7 Screening Regulations, Landscape Screens, 8 is amended by removing “R3 zone” and replacing with “R3 and R4 zones”.
- 1.12 PART 3 ZONE REGULATIONS, Section 3.1 Creation of Zones, 1, Zone Classification, Zoning Code, Residential Zones is amended by adding “Affordable Rental Housing R4”.
- 1.13 PART 3 ZONE REGULATIONS, Section 3.3 “Residential Zoning Tables”, Table 1 – Permitted Uses is deleted in its entirety and replaced with:

Table 1 - Permitted Uses		R1	R2	R3	R4
Principal Uses					
1	Residential	✓	✓	✓	
2	Residential Rental Tenure subject to registration of housing agreement				✓
3	Parks	✓	✓	✓	✓
4	Utilities	✓	✓	✓	✓
Accessory Uses					
5	Home occupation uses listed in Section 2.4 accessory to a principal residential use	✓	✓	✓	✓
6	Forest fungi production accessory to a residential use, on lots 2.0 ha or larger	✓	✓	✓	✓
7	Horticulture and agriculture, other than intensive agriculture, accessory to a principal residential use	✓	✓	✓	✓

8	Occasional wood working and wood processing using wood obtained from the lot and accessory to a principal residential use	✓	✓	✓	
9	Generation of electricity from non-polluting renewable sources and accessory to a principal residential use	✓	✓	✓	✓
10	Secondary suites and secondary dwelling units		✓		
			*Secondary dwelling units must be approved through a Temporary Use Permit		

1.14 PART 3 ZONE REGULATIONS, Section 3.3 “Residential Zoning Tables”, Table 2 – Permitted Buildings and Structures is deleted in its entirety and replaced with:

Table 2 - Permitted Buildings and Structures		R1	R2	R3	R4
1	Single family dwelling units	✓	✓	✓	
2	Multi-family dwelling units				✓
3	Buildings and structures accessory to a constructed single family dwelling unit	✓	✓	✓	
4	Buildings and structures accessory to a constructed multi-family dwelling unit				✓
5	Buildings and structures to accommodate horticulture, agriculture and sale of horticultural and agricultural products	✓	✓	✓	✓
6	Buildings and structures for parks and utilities	✓	✓	✓	✓
7	Pit privies	✓	✓	✓	
8	Fences	✓	✓	✓	✓
9	Signs, subject to Section 2.6	✓	✓	✓	✓
10	Portable sawmill accessory to a residential use, to accommodate occasional wood working and wood processing	✓	✓	✓	
11	Buildings and structures for the generation of electricity from non-polluting renewable sources	✓	✓	✓	✓
12	Common house			✓	✓

1.15 PART 3 ZONE REGULATIONS, Section 3.3 “Residential Zoning Tables”, Table 3 – Density of Uses, Buildings and Structures is deleted in its entirety and replaced with:

Table 3 - Density of Uses, Buildings and Structures		R1	R2	R3	R4
1	Minimum lot area per principal single family dwelling unit	1.0 ha	4.0 ha	n/a	n/a
2	Despite line 1 of this table, maximum number of single family dwelling units on lots less than the minimum area shown in line 1 of this table	1	1	n/a	n/a
3	Subject to line 1 of this table, maximum number of dwelling units per lot	5	n/a	15	
4	Maximum combined lot coverage of buildings and structures	25%	25%	n/a	10%

5	Maximum number of buildings or structures for the generation of electricity from non-polluting sources	1	1	1	3
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- 1.16 PART 3 ZONE REGULATIONS, Section 3.3 “Residential Zoning Tables”, Table 4 – Height is deleted in its entirety and replaced with:

Table 4 – Height		R1	R2	R3	R4
1	Maximum height of principal buildings and structures				
	located less than 100.0 metres from the natural boundary of the sea	7.0 m	7.0 m	7.0 m	7.0 m
	located 100.0 metres or more from the natural boundary of the sea	9.0 m	9.0 m	9.0 m	9.0 m
2	Maximum height of buildings and structures				
	accessory to a residential use	6.0 m	6.0 m	6.0 m	6.0 m
	used exclusively for agriculture	15.0 m	15.0 m	15.0 m	15.0 m
3	Maximum height of a fence, excluding deer netting	2.0 m	2.0 m	2.0 m	2.0 m
4	Maximum height of a pump/utility house located within a setback area	2.5 m	2.5 m	2.5 m	2.5 m
5	Maximum height of a boathouse	4.5 m	4.5 m	4.5 m	4.5 m

- 1.17 PART 3 ZONE REGULATIONS, Section 3.3 “Residential Zoning Tables”, Table 5 – Setbacks is deleted in its entirety and replaced with:

Table 5 - Setbacks		R1	R2	R3	R4
In addition to regulations 1 to 5 in Section 2.3, the following setbacks apply					
1	Minimum setback of buildings or structures, except for a fence, pump/utility house or pit privy				
	from the front lot line	7.5 m	7.5 m	30.0 m	10.0 m
	from the rear or side lot line	3.0 m	3.0 m	30.0 m	10.0 m
	from the exterior side lot line	4.5 m	4.5 m	30.0 m	10.0 m
2	Minimum setback from all lot lines for pit privies, feeding troughs, manure piles and buildings and structures for housing animals for agriculture, except domestic chicken coops	8.0 m	8.0 m	30.0 m	30.0 m
3	Minimum setback from all lot lines for domestic chicken coops	3.0 m	3.0 m	30.0 m	10.0 m

- 1.18 PART 3 ZONE REGULATIONS, Section 3.3 “Residential Zoning Tables”, Table 6 – Floor Area is deleted in its entirety and replaced with:

Table 6 - Floor Area		R1	R2	R3	R4
1	Maximum gross floor area of a pump/utility house located within a setback area	6.0 m ²	6.0 m ²	6.0 m ²	10.0 m ²
2	Maximum gross floor area of a boathouse located within 15.0 metres of the natural boundary of the sea	30.0 m ²	30.0 m ²	n/a	n/a
3	Maximum gross floor area of a single family dwelling unit	n/a	n/a	139.4 m ²	n/a
4	Maximum gross floor area of a dwelling unit in a multi-family dwelling	n/a	n/a	n/a	
5	Maximum gross floor area of a common house	n/a	n/a	279 m ²	n/a
6	Maximum combined gross floor area of all accessory buildings and structures	n/a	n/a	1275 m ²	

- 1.19 PART 3 ZONE REGULATIONS, Section 3.3 “Residential Zoning Tables”, Table 7 – Subdivision is deleted in its entirety and replaced with:

Table 7 - Subdivision		R1	R2	R3	R4
1	Maximum density permitted by subdivision is an average of one lot per	1.0 ha	4.0 ha	35.0 ha	
2	Minimum lot area permitted by subdivision, subject to the regulations in 2.8	1.0 ha	2.0 ha	35.0ha	

- 1.20 PART 3 – ZONE REGULATIONS, Section 3.3 – “Residential Zoning Tables”, Table 8 – Site Specific Regulations is amended by adding the following text after row R2(6):

“R2(7)

1. Despite line 3 in Table 3 of this Section, the maximum number of single family dwellings permitted in the R2(7) zone is four.

R2(8)

1. A Siting and Use Permit for a dwelling in the R2(8) zone must be accompanied by written certification from an appropriately qualified professional architect, engineer or energy advisor that the dwelling unit meets or exceeds the applicable requirements of Step 2 of the Energy Step Code in affect at the reference date of this bylaw amendment.
2. Despite line 1 in Table 7 of this Section, the maximum number of lots permitted by subdivision in the R2(8) zone is 5.
3. Despite line 1 in Table 7 of this Section, the minimum average lot area permitted by subdivision, subject to the regulations in 2.8 is 2.8 ha.”

- 1.21 PART 3 ZONE REGULATIONS, Section 3.3 “Residential Zoning Tables”, Table 8 – Site Specific Regulations is amended by adding a new R4(1) Site Specific Zoning Code:

Table 8 - Site Specific Regulations

The regulations listed in tables 1 through 7 of this section apply to the land identified on Schedule B (the Zoning Map) by the site specific zoning code listed below on the left, except as varied by the relevant site specific regulation listed in this Table (Table 8)

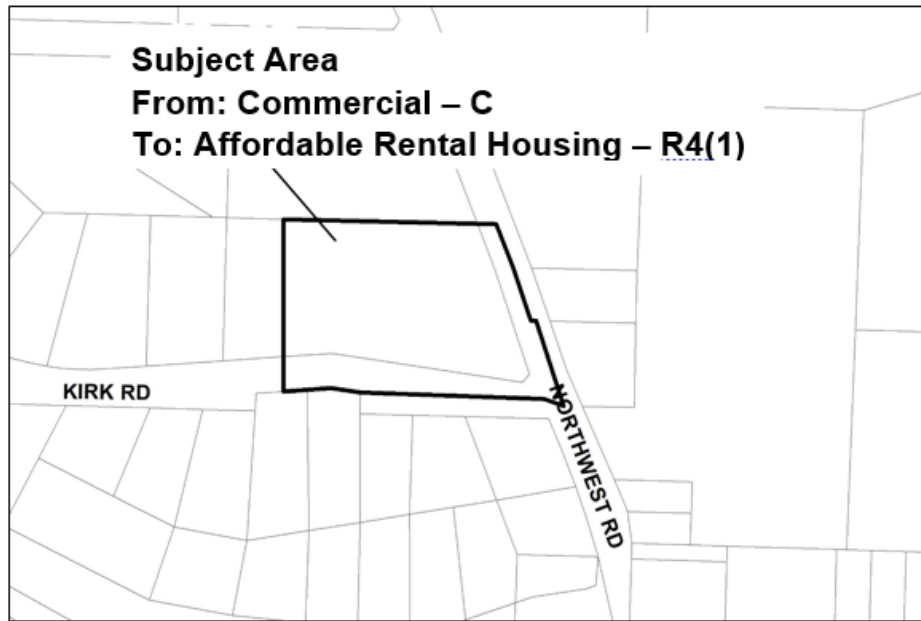
Site Specific Zoning Code	Site Specific Regulations
R4(1)	1 Despite line 7 of Table 1 of this Section, the following is not permitted: • the keeping of chickens or other livestock; 2 Despite line 3 in Table 3 of this Section, the maximum number of affordable dwelling units per lot is 20. 3 Despite line 4 in Table 3 of this Section, the maximum combined lot coverage of buildings and structures is 25%. 4 Despite line 1 in Table 4 of this Section, the maximum height of principal buildings and structures located 100.0 meters or more from the natural boundary of the sea is 10.0 m. 5 Despite line 1 in Table 5 of this Section, the minimum setback of a free standing photovoltaic solar array or water cistern from any interior lot line is 1.5 m. 6 Despite line 1 in Table 5 of this Section, the minimum setback of all buildings and structures, except for free standing photovoltaic solar arrays and water cisterns, is 4.0 metres from an exterior lot line and 3.0 metres from an interior lot line. 7 Despite line 4 in Table 6 of this Section, the maximum gross floor area of an affordable dwelling unit is 140 m². 8 Despite Table 7 of this Section, the minimum lot area permitted by subdivision is 1.0 hectare. 9 Despite regulations 16 of Section 2.5, the minimum number of automobile parking spaces required is 1.0 per affordable housing unit. 10 Despite regulations 9, 12, and 15 in Section 2.8, the applicant must provide proof of a water license that permits the withdrawal of the licensed amount of groundwater.

2. Schedule “B” of Denman Island Land Use Bylaw, 2008 is amended as follows:

- 2.1. Schedule “B” – North Sheet is amended by changing the name “North Sheet” to “North Map”.
- 2.2. Schedule “B” – South Sheet is amended by changing the name “South Sheet” to “South Map”.
- 2.3. Schedule “B” – North Map, is amended by changing the zoning classification of PID 000-393-941 as shown on Plan No. 1 attached to and forming part of this bylaw, and by making such alterations to Schedule “B” of Bylaw No. 186 as are required to effect this change.
- 2.4. Schedule “B” – North Map, is amended by changing the zoning classification of PID 031-395-864 LOT 4 SECTION 28 DENMAN ISLAND NANAIMO DISTRICT PLAN EPP105119 and PID 031-395-872 LOT 5 SECTION 28 DENMAN ISLAND NANAIMO DISTRICT PLAN EPP105119 as shown on Plan No. 2 attached to and forming part of this bylaw, and by making such alterations to Schedule “B” of Bylaw No. 186 as are required to effect this change.
- 2.5. Schedule “B” – South Sheet, is amended by changing the zoning classification of the non-Agricultural Land Reserve portion of THE SOUTH WEST 1/4 OF SECTION 13, DENMAN ISLAND, NANAIMO DISTRICT, EXCEPT PART IN PLAN VIP71627 (PID 009-704-523) as shown on Plan No. 3 attached to and forming part of this bylaw, and by making such alterations to Schedule “B” of Bylaw No. 186 as are required to effect this change.

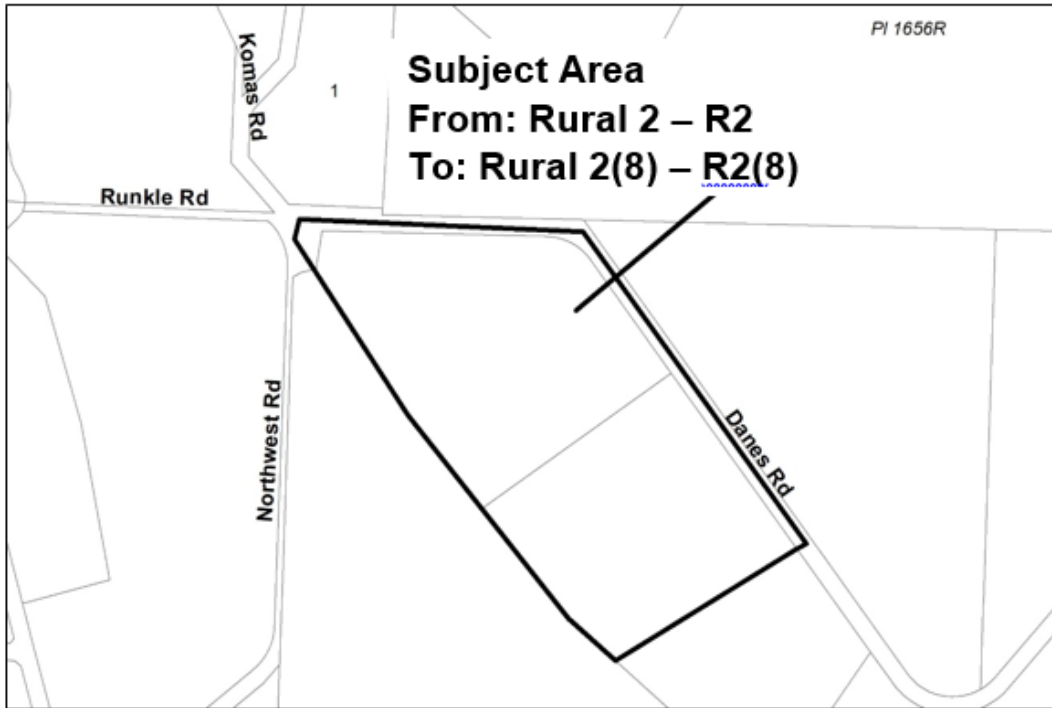
Plan No. 1

(Final plan to be inserted prior to bylaw adoption)



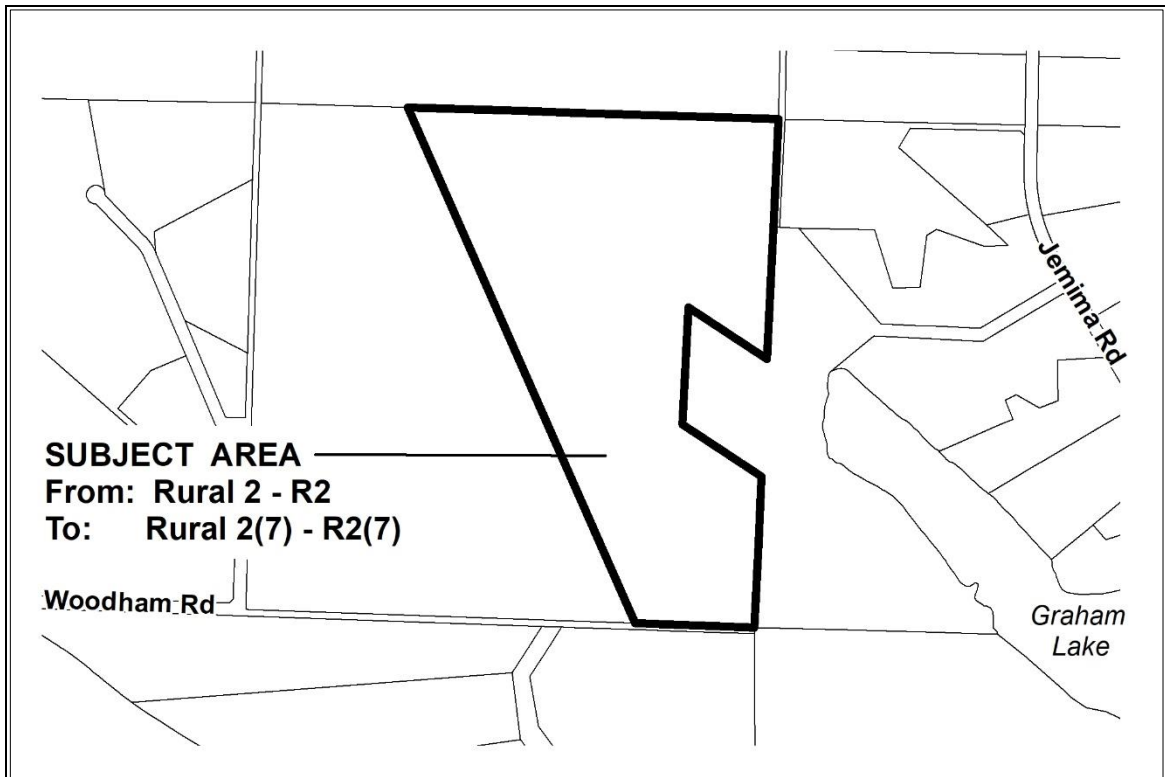
Plan No. 2

(Final plan to be inserted prior to bylaw adoption)



Plan No. 3

(Final plan to be inserted prior to bylaw adoption)



PROPOSED

DENMAN ISLAND LOCAL TRUST COMMITTEE BYLAW NO. 243

A BYLAW TO AUTHORIZE A HOUSING AGREEMENT

The Denman Island Local Trust Committee, being the Local Trust Committee having jurisdiction in respect of the Denman Island Local Trust Area under the *Islands Trust Act*;

AND WHEREAS Section 483 of the *Local Government Act* and Section 29 of the *Islands Trust Act* permit the Local Trust Committee to enter into a housing agreement;

AND WHEREAS the Denman Island Local Trust Committee wishes to enter into a Housing Agreement;

NOW THEREFORE the Denman Island Local Trust Committee enacts in open meeting assembled as follows:

1. Citation

This bylaw may be cited for all purposes as “Denman Island Housing Agreement Bylaw No. 243, 2021”.

2. Any two Trustees of the Denman Island Local Trust Committee are authorized to execute an agreement in the form attached to this Bylaw with Denman Community Land Trust Association.

READ A FIRST TIME THIS 2ND DAY OF NOVEMBER , 2021

READ A SECOND TIME THIS 15TH DAY OF FEBRUARY , 2022

READ A THIRD TIME THIS -- DAY OF -- , 202x

APPROVED BY THE EXECUTIVE COMMITTEE OF THE ISLANDS TRUST THIS

_____ DAY OF _____ , 202X

ADOPTED THIS _____ DAY OF _____ , 202X

Chair

Secretary

Housing Agreement and Section 219 Covenant

THIS AGREEMENT DATED FOR REFERENCE THE ____ DAY OF ____, 20__ is BETWEEN:

Denman Housing Association a society incorporated under the laws of the province of British Columbia and having its office at 3720 East Road, Denman Island,
B.C. V0R 1T0

(the "Owner");

AND:

DENMAN ISLAND LOCAL TRUST COMMITTEE, a corporation under the *Islands Trust Act*, having an office at 2 Floor, 1627 Fort Street, Victoria, B.C., V8R 1H8

(the "Trust Committee")

WHEREAS:

A. The Owner is the registered owner of the lands situated at 1151 Northwest Road on Denman Island British Columbia and legally described as:

PID 000-393-941, Lot B, Sections 18 and 19, Denman Island, Nanaimo District, Plan 36263, commonly known as Denman Green (the "Lands");

B. The Lands have been rezoned by the Denman Island Local Trust Committee by means of Denman Island Land Use Bylaw 2008 Amendment No. xx and Denman Island Official Community Plan, 2008, Amendment No. xx has been put in place to permit the development of an affordable housing project;

C. The Owner intends to construct on the Lands a residential development of affordable rental units (hereinafter defined) to rent, by way of a Tenancy Agreement, at an affordable rate to Qualified Occupants (hereinafter defined);

D. The Trust Committee may, pursuant to Section 29 of the *Islands Trust Act* and Section 483 of the *Local Government Act*, enter into an agreement with an owner of land that includes terms and conditions regarding the occupancy, tenure and availability to specified classes of persons of Dwelling Units located on those lands;

E. Section 219 of the *Land Title Act* permits the registration of a covenant of a negative or positive nature in favour of the Trust Committee in respect of the use of land or construction on land;

- F. As a condition of rezoning the Lands, the Owner and the Trust Committee wish to enter into this Agreement to provide affordable housing on the Lands and to restrict the use of, and construction on, the Lands and the use of the Affordable Housing Units constructed on the lands, on the terms and conditions of this Agreement to have effect as both a covenant under section 219 of the *Land Title Act* and a housing agreement under section 483 of the *Local Government Act*; and
- G. The Trust Committee has, by bylaw, authorized the execution of this Agreement and the Owner has duly authorized the execution of this Agreement.

THIS AGREEMENT is evidence that in consideration of \$1.00 paid by the Trust Committee to the Owner (the receipt of which is acknowledged by the owner), and in consideration of the promises exchanged below, the Trust Committee and the Owner agree, as covenants granted by the Owner to the Trust Committee under Section 219 of the *Land Title Act*, and as a housing agreement between the Owner and the Trust Committee under Section 483 of the *Local Government Act*, as follows:

a. **Definitions** – In this Agreement:

“Affordable Dwelling Unit” means a deed restricted or rent controlled Dwelling Unit that is designated as an Affordable Dwelling Unit by this Agreement and is available on an affordable basis as set out in this agreement;

“Affordable Housing Funder” means BC Housing, Canada Mortgage and Housing Corporation or other agency that provides a grant or preferential rate loan to support the development of affordable housing units on the Lands;

“Affordable Market Unit” means an affordable housing unit on the Lands where the rental price is linked to market conditions on Denman Island or the Comox Valley Regional District region, the rental rate is approved by an Affordable Housing Funder and meets the occupancy criteria set out in Section C;

“Annual Household Income” means the gross income, as shown on line 150 of their preceding year’s T1 General Income Tax and Benefit returns or an equivalent document produced by the Canada Revenue Agency, of all Qualified Occupants of an Affordable Dwelling Unit combined;

“BC Housing” means the British Columbia Housing Management Commission;

“Dwelling Unit” means one or more rooms in a building, containing a single set of cooking facilities, and used or intended to be used, as a residence by an individual or a group of individuals living together in common occupancy;

“Family Member” means a person under the age of 65 years old who lives with and is related to the Tenant through blood or marriage including a person with whom the Tenant is living in a marriage-like relationship;

“Household” means one or more individuals occupying the same Dwelling Unit;

“Qualified Occupant” means a person who meets the eligibility criteria for occupancy as set out in Schedule B;

“Qualified Renter” means a Household which meets the eligibility criteria for a residential tenancy of an Affordable Housing Unit, as set out in Section C of this Agreement;

“Residential Tenancy Act” means the most recent version of the British Columbia *Residential Tenancy Act*;

“Schedule B” means that Schedule B annexed hereto or any variation thereof made by the Owner that does not contradict any of the terms in the balance of this Agreement;

“Tenancy Agreement” means a tenancy agreement as defined in, and subject to, the *Residential Tenancy Act*.

- b. **Agreement over the Lands** – Pursuant to section 219 of the Land Title Act and section 483 of the Local Government Act, the Owner covenants and agrees that:
- ii the Lands must at all times be used and occupied in compliance with all statutes, laws, regulations, orders of any authority having jurisdiction, and this Agreement;
 - iii it will design, construct and maintain in a reasonable state of repair the Affordable Housing Units on the Lands, including Affordable Market Units in accordance with the terms of this Agreement;
 - iv the Lands must not be used or occupied for residential purposes unless the buildings have been designed to meet
 - 1. at least the performance requirements of the BC Energy Step Code 2 energy efficiency standards established by the British Columbia Building Code Regulation, BC Reg. 264/2012 (the “Performance Standards”) of the Building Act (BC); or
 - 2. if required by an Affordable Housing Funder, a different energy performance target; and
 - 3. the Owner shall provide to the Trust Committee a Compliance Report, from a certified energy adviser, that the building has been constructed and is operating in accordance with 1. or 2. as the case may be.
 - v the development on the Lands will be constructed with a Type 3 advanced secondary treatment sewage system, or equivalent alternative as approved by the Affordable Housing Funder, that meets similar performance criteria
- c. **Affordable rental housing eligibility** – The Owner covenants and agrees that Affordable Dwelling Units will only be occupied in accordance with the following criteria:
- i Either;

- a. the Household's Annual Household Income must be less than or equal to BC Housing's Housing Income Limits for the Comox Valley Planning Area or,
 - b. if the Owner has an agreement with an Affordable Housing Funder under which the Affordable Housing Funder has agreed to provide funding for the construction and operation of affordable housing on the Lands, the Household meets the income or non-financial criteria imposed on the occupancy of the relevant Affordable Housing Units on the Lands established by such Affordable Housing Funder, which may include but are not limited to the requirement that a Qualified Occupant has certain physical or mental conditions, is a senior receiving the Guaranteed Income Supplement, or is a recipient of social or disability assistance.
 - ii the household will occupy the Affordable Housing Unit as their permanent, principal and sole residence; and
 - iii the household is comprised of at least one Qualified Occupant;
- and the Owner covenants and agrees to:
- iv include in every Tenancy Agreement a prohibition on subletting, including short-term vacation rentals, and a provision entitling the Owner to terminate the Tenancy Agreement in accordance with the *Residential Tenancy Act* in the event of any breach of that prohibition;
 - v deliver to the Trust Committee a true copy of every Tenancy Agreement entered into in respect of any Affordable Housing Unit within 10 days of any request to do so;
 - vi specify in every Tenancy Agreement the existence of this Agreement and the occupancy restrictions applicable to the Affordable Housing Unit, and provide to each tenant, upon their request, a copy of this Agreement, and
 - vii if one of the individuals comprising a Qualified Renter who rents an Affordable Housing Unit dies, that individual's spouse or adult child residing in the Affordable Housing Unit at the time of the Qualified Renter's death may continue to rent the Affordable Housing Unit for the longer of:
 - a. The balance of the fixed term under the Tenancy Agreement; or
 - b. twelve (12) months on the same terms, including monthly rent, set out in the Tenancy Agreement.

d. Rental rates - The Owner covenants and agrees that:

- i the rent payable by a Qualified Renter for an Affordable Housing Unit, exclusive of utilities, must not exceed 30% of the gross monthly Household income of the Qualified Renter, except in the case of an Affordable Market Unit; and
 - ii not require any tenant under a Tenancy Agreement to pay any extra charges or fees for use of any water or septic system, or property taxes. For clarity, this limitation does not apply to cablevision, telecommunications, laundry, or gas or electricity utility fees or charges.
- e. Affordable Housing Units – The Owner covenants and agrees that it will
- i. not rent an Affordable Market Unit unless the Affordable Market Unit is approved by an

Affordable Housing Funder and there are other Affordable Housing Units occupied by households whose income does not exceed the Housing Income Limits; and

- ii. will not include more than 30% of the Affordable Housing Units as Affordable Market Units unless necessary to meet the requirements of an Affordable Housing Funder, and not before informing the Trust Committee and providing the Trust Committee and the Denman Island public an opportunity to assist the Owner in limiting the number of Affordable Market Units to 30%

f. Order to Comply - If the Owner is in default of the performance or observance of this Agreement, the Trust Committee may give the Owner a notice of default requiring the Owner to comply with this Agreement within the time stated in the notice. The Owner agrees that any breach or default in the performance of this Agreement on its part must be corrected, to the satisfaction of the Trust Committee, within the time stated on the notice of default provided to the owner by the Trust Committee.

g. Statutory Declaration from Owner – The Owner shall deliver to the Trust Committee by the end of January of each year, a completed statutory declaration, substantially in the form attached as Schedule 'A', sworn by the Owner, in relation to the Affordable Housing Units. The Owner irrevocably authorizes the Trust Committee to make enquiries it considers necessary and reasonable in order to confirm compliance with this Agreement.

h. Management – The Owner covenants and agrees to furnish good and efficient management of the Lands and the Affordable Housing Units on the Lands. If and when the Trust Committee has reasonable grounds to believe that a continuing breach of this Agreement exists, the Trust Committee may authorize its representatives to inspect the Lands at any reasonable time, subject to the notice provisions of the *Residential Tenancy Act* and subject to the concurrent delivery of such a notice to the Owner.

i. No Transfer – The Owner must not transfer the Lands, other than to another non-profit organization or society incorporated under the *Societies Act*, having as its objective the management of affordable housing, or the Provincial Rental Housing Corporation

j. Society Standing – The Owner must maintain its standing as a society under the *Societies Act* and must not amend its Constitution in any manner that would prevent, or adversely affect, the ability of the Owner to perform its obligations under this Agreement.

k. Specific Performance of Agreement – The Owner agrees that the Trust Committee is entitled to obtain an order for specific performance of this Agreement and a prohibitory or mandatory injunction in respect of any breach by the Owner of this Agreement, in view of the public interest in restricting the occupancy of the Affordable Housing Unit. The Owner further acknowledges that a breach of this Agreement may constitute a breach of the Trust Committee's Land Use Bylaw, as amended from time to time.

l. Assignment – The Owner acknowledges that the Trust Committee may delegate or assign the administration and management of this Agreement to a third party, and, in that event, any reference in this Agreement to the Trust Committee shall be interpreted as a reference to that

party provided that the Trust Committee has so advised the Owner.

m. Indemnity – The Owner shall indemnify and save harmless the Trust Committee and each of its elected officials, officers, directors, employees, and agents from and against all claims, demands, actions, loss, damage, costs, and liabilities for which any of them may be liable by reason of any act or omission of the Owner or its officers, directors, employees, agents or contractors or any other person for whom the Owner is at law responsible, including breaches of this Agreement.

n. Release – The Owner releases and forever discharges the Trust Committee and each of its elected officials, officers, directors, employees, and agents and each of their heirs, executors, administrators, personal representatives, successors and assigns from all claims, demands, damages, actions, or causes of action arising out of the performance by the Owner of its obligations under this Agreement, or the enforcement of this Agreement.

o. Trust Committee Powers Unaffected – This Agreement does not limit the discretion, rights, duties or powers of the Trust Committee under any enactment or the common law, impose on the Trust Committee any duty or obligation, affect or limit any enactment relating to the use or subdivision of the Lands, or relieve the Owner from complying with any enactment.

p. No Public Law Duty – Wherever in this Agreement an act, determination, consent, approval or agreement of the Trust Committee is provided for, such act, determination, consent, approval or agreement may be done or made in accordance with the terms of this Agreement and no public law duty, whether arising from the principles of procedural fairness or the rules of natural justice shall have any application.

q. No Waiver – No condoning, excusing or overlooking by the Trust Committee of any default under this Agreement, nor any consent, approval, or agreement whether written or otherwise shall be taken to operate as a waiver by the Trust Committee of any subsequent default or of the necessity for further consent, approval or agreement in respect of a subsequent matter requiring it under this Agreement, or in any way to defeat or affect the rights or remedies of the Trust Committee.

r. Arbitration – Any matter in dispute between the parties under this Agreement, including any disputes as to whether a particular individual is eligible to occupy an Affordable Housing Unit, must be referred to a single arbitrator if the parties can agree on one, and otherwise to three arbitrators, one to be appointed by each of the parties and the third by those two so appointed, and the matter must be resolved in accordance with the provisions of the *Arbitration Act* (British Columbia).

s. Notice on Title – The Owner acknowledges and agrees that this Agreement constitutes both a covenant under Section 219 of the *Land Title Act* and a housing agreement under Section 483 of the *Local Government Act*, and agrees that the Owner will register a notice of this Agreement against title to the Lands.

t. Covenant Runs with the Land – Every obligation and covenant of the Owner in this Agreement constitutes both a contractual obligation and a covenant granted by the Owner to the Trust Committee in accordance with section 219 of the *Land Title Act* in respect of the Lands and this Agreement burdens the Lands and runs with it and binds the Owner's successors in title and binds every parcel into which it is consolidated or subdivided by any means, including, by subdivision or by strata plan.

u. Limitation on Owner's Obligations – The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Lands.

v. Amendment – This Agreement may not be modified or amended except by bylaw of the Trust Committee, upon an agreement in writing between the Trust Committee and the Owner.

w. Notices – Any notice required to be given pursuant to this Agreement shall be in writing and shall be given to the Owner or the Trust Committee, as the case may be, at the address first above written, or to any other address of which either the Owner or the Trust Committee may advise the others in writing in accordance with this paragraph. Notice to the Trust Committee must be addressed to the Secretary of the Islands Trust. If given in person or by facsimile transmission, such notice will be deemed to be received when delivered and, if mailed, such notice will be deemed to be received only when actually received by the party to whom it is addressed.

x. Enurement – This Agreement is binding upon and enures to the benefit of the parties and their respective successors and permitted assigns.

y. Remedies Cumulative – The remedies of the Trust Committee specified in this Agreement are cumulative and are in addition to any remedies of the Trust Committee at law or in equity. No remedy shall be deemed to be exclusive, and the Trust Committee may from time to time have recourse to one or more or all of the available remedies specified herein or at law or in equity.

z. Severability – Each covenant and agreement contained in this Agreement is, and shall be construed to be, a separate and independent covenant or agreement and the breach of any such covenant or agreement by the Owner shall not discharge or relieve the Owner from its obligations to perform. If any term or provision of this Agreement, or its application to any person or circumstance shall to any extent be found to be invalid and unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

aa. Joint and Several – In the case of more than one Owner, the grants, covenants, conditions, provisions, agreements, rights, powers, privileges and liabilities of the Owner shall be construed and held to be several as well as joint.

bb. Included Words – Wherever the singular or the masculine is used in this Agreement, it shall be deemed to include the plural or the feminine, or the body politic or corporate, where the context or the parties so require.

cc. Governing Law – This Agreement shall be governed by and construed in accordance with the laws of the province of British Columbia.

dd. Joint Venture – Nothing in this Agreement shall constitute the Owner as an agent, joint venture or partner of the Trust Committee or give the Owner any authority or power to bind the Trust Committee in any way.

ee. Time of Essence – Time is of the essence in this Agreement.

ff. Further Assurances – The parties shall execute and do all such further deeds, acts, things and assurances as they reasonably require to carry out the intent of this Agreement.

gg. Priority – The Owner agrees to do everything necessary at the Owner's expense to ensure that this Agreement is registered against title to the Lands with priority over all financial charges, liens and encumbrances registered or pending at the time of application for registration of this Agreement.

hh. Deed and Contract – By executing and delivering this Agreement each of the parties intends to create both a contract and a deed executed and delivered under seal.

As evidence of their agreement to be bound by the above terms, the parties each have executed and delivered this Agreement under seal by executing Part 1 of the *Land Title Act* Form C to which this Agreement is attached and which forms part of this Agreement.

SCHEDULE "A"

OWNER'S STATUTORY DECLARATION

CANADA, PROVINCE OF BRITISH COLUMBIA

IN THE MATTER OF A HOUSING AGREEMENT WITH THE DENMAN ISLAND LOCAL
TRUST COMMITTEE ("Housing Agreement")

I, _____, Denman Island, BC, declare that:

1. I am the _____ [director, officer, employee] of the Denman Housing Association, the Owner of the land known as Denman Green, Denman Road, Denman Island, legally described as: xxx (the "Lands").
2. The terms in this declaration have the same meaning as those defined in the Housing Agreement.
3. I make this declaration to the best of my personal knowledge.
4. This declaration is made pursuant to the Housing Agreement registered against the Lands.
5. For the period from _____ to _____, the Affordable Dwelling Units were used only by Qualified Occupants meeting all eligibility requirements of the Housing Agreement, including, without limitation, the restrictions on Annual Household Income.
6. At no time during the last year were any of the Affordable Dwelling Units used as a short-term vacation rental or sublet.
7. The rental amounts charged for the Affordable Dwelling Units were in compliance with the Housing Agreement.
8. I acknowledge and agree to comply with all of the Owner's obligations under the Housing Agreement, and other charges registered against the Lands and confirm that the Owner has complied with all of its obligations under these Agreements.
9. I make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and pursuant to the Canada Evidence Act.

DECLARED BEFORE ME at _____, British Columbia, this _____ day of _____, 20____.

A Commissioner for taking Affidavits
Columbia

Signature of person making declaration in British

SCHEDULE B

Definition of a Qualified Occupant

A Qualified Occupant means a person aged 19 years or older who fits into at least one of the following categories, which are not listed in any particular priority order;

- i) Has been living on Denman Island for a minimum of one year prior to application for housing; or
- ii) Has been commuting to Denman Island for at least half-time work (20 hours per week) for a minimum of one year prior to application for housing; or
- iii) Indigenous peoples whose ancestry relates to those First Nations having territorial claims to Denman Island.

Except that where there are no persons meeting the categories specified above in clause i, ii or iii of this Schedule who make an application to rent an available Affordable Housing Unit and the lack of applications would result in the Affordable Housing Unit being vacant for more than one month, then a Qualified Occupant may be a person aged 19 years or older who fits into at least one of the following categories, which are not listed in any particular priority order:

- a. Previous resident of Denman Island who has lived away from Denman Island for a maximum of three consecutive years; or
- b. Non-resident who is hired to begin at least half-time work (20 hours per week) on Denman Island; or
- c. A person who has worked at least half-time on Denman Island (20 hours per week) for less than one year; or
- d. A person with an immediate family member whose principal residence is on Denman Island. "Immediate family member" means a daughter/son or parent or sibling, to whom the person is related by blood, or by marriage or common-law relationship, or by adoption; or
- e. On-reserve and off-reserve, status and non-status, and/or self-identifying indigenous, Inuit, or Métis people, as outlined in Calls for Justice #4.1 of the "Final Report of the National Inquiry into Missing and Murdered Indigenous Women and Girls and 231 Calls for Justice" (June 2019)

Except that where there are no persons meeting the categories specified in clause i, ii or iii nor a, b, c, d or e of this Schedule who make an application to rent an available Affordable Housing Unit and the lack of applications would result in an Affordable Housing Unit being vacant for more than one month, then a Qualified Occupant may be any person permitted by an Affordable Housing Funder.

DRAFT

TERMS OF INSTRUMENT – PART 2

SECTION 219 COVENANT – DEVELOPMENT

THIS AGREEMENT dated for reference the __ day of _____, 2022 is

BETWEEN:

DENMAN HOUSING ASSOCIATION

3720 East Road

Denman Island, B.C. V0R 1T0

(the “Grantor”)

AND:

DENMAN ISLAND LOCAL TRUST COMMITTEE

a corporation under the *Islands Trust Act*

having an office at 2 Floor, 1627 Fort Street, Victoria, B.C.

V8R 1H8

(the “Trust Committee”)

WHEREAS:

- A. The Grantor is the registered owner in fee simple of land located on Denman Island, British Columbia and more particularly described as:

PID: X

LOT x

(the “Land”);

- B. The Grantor has submitted a rezoning application (under reference number DE-RZ-2021.1) to allow it to develop and construct up to 20 affordable rental dwelling units, and as part of its rezoning application, the Grantor wishes to enter into a covenant with the Trust Committee under which it agrees to fulfil certain development requirements;
- C. Section 219 of the *Land Title Act* of British Columbia permits the registration of a covenant of a negative or positive nature in favour of a municipality in respect of the use of land and buildings on land; and
- D. The Grantor wishes to grant and the Trust Committee wishes to accept these covenants over the Land restricting the use of the Land and building thereon in the manner herein provided.

NOW THEREFORE THIS AGREEMENT WITNESSES that pursuant to Section 219 of the *Land Title Act*, and in consideration of the premises and the mutual covenants and agreements contained herein and the sum of One Dollar (\$1.00) now paid to the Grantor by the Trust Committee (the

receipt and sufficiency of which is hereby acknowledged), the parties hereto covenant and agree each with the other as follows:

1. **Definitions** – In this Agreement, the following terms have the following meanings:
 - (a) **“Datalogger”** means a device that can record data from a water piezometric pressure transducer, temperature detector and conductivity sensor, at intervals of once per hour (24 times per day).
 - (b) **“Dwelling Unit”** means one or more rooms in a building, containing a single set of cooking facilities, and used or intended to be used, as a residence by an individual or a group of individuals living together in common occupancy.
 - (c) **“Energy Step Code”** means Article 10.2.3 of Division B of the *British Columbia Building Code*, and a reference to a numbered step in the Energy Step Code is a reference to a step established in the Energy Step Code.
2. **No Build** – The Grantor will not develop or build on the Land until:
 - (a) It erects (and thereafter maintains) a solid wood fence or landscape screen or combination of both, suitable to enhance visual privacy and mitigate dust along its entire length of its northern interior lot line;
 - (b) It erects (and thereafter maintains) suitable fencing along the eastern boundary of the wetland to prevent access to the wetland area as delineated in Figure 2. Polygon 3 in the Baseline Inventory report dated February 2, 2022 prepared by Current Environmental attached to and forming part of this agreement;
 - (c) A drainage plan prepared by a qualified professional has been submitted to and approved by the Trust Committee in accordance with recommendation 10.2 in the Baseline Inventory report dated February 2, 2022 prepared by Current Environmental attached to and forming part of this agreement;
3. **Concurrent Construction Requirements** – Concurrently with its construction of any dwelling unit on the Land, the Grantor will:
 - (a) install a down-well continuous datalogger (the “Datalogger”) with a water level pressure transducer, temperature sensor, and electric conductivity sensor, that will allow the Grantor to meet the monitoring requirements imposed on it in section 6, and that is on a direct read smart cable that allows for downloading at the well head or will be installed with telemetry to upload to a desktop application remotely;

- (b) Establish and maintain tree protection zones along the eastern wetland boundary throughout the construction phase in consultation with an ISA certified arborist and in accordance with recommendation 10.1 in the Baseline Inventory report dated February 2, 2022 prepared by Current Environmental attached to and forming part of this agreement;
 - (c) Restore the eastern edge of the wetland boundary with clean fill and establish a 3.0 metre vegetated native plant buffer area, in consultation with a professional landscape architect and in accordance with recommendation 10.2 in the Baseline Inventory report dated February 2, 2022 prepared by Current Environmental attached to and forming part of this agreement;
 - (d) Ensure no buildings or structures, excluding a pedestrian trail and fencing, are sited within 3.0 metres of the eastern edge of the wetland boundary in substantial accordance with the Denman Green Site Plan dated March 11, 2022 prepared by VHA attached to and forming part of this agreement.
- 4. **Energy Step Code Requirements** – The Grantor shall construct all dwellings on the Land, to meet or exceed the applicable requirements of Step 2 of the Energy Step Code in effect as at the reference date of this Agreement.
- 5. **No Occupancy** – The Grantor covenants and agrees with the Trust Committee that the Grantor shall not occupy nor allow any one to occupy any building that may be constructed on the Land unless the Grantor has:
 - (a) provided written certification from an appropriately qualified engineer that the Datalogger has been installed in accordance with the terms of this Agreement; and
 - (b) provided written certification from an appropriately qualified professional architect; engineer or energy advisor that all Dwelling Units meet or exceed the applicable requirements of Step 2 of the Energy Step Code in effect as at the reference date of this Agreement;
 - (c) provided written certification from an appropriately qualified professional biologist that the wetland buffer fencing, trail construction and native plant vegetative buffer are in accordance with the Baseline Inventory report dated February 2, 2022 prepared by Current Environmental attached to and forming part of this agreement.
- 6. **Monitoring and Reporting Requirements** – After the Datalogger is installed and the Trust Committee has received confirmation of the same in accordance with the terms of this Agreement, the Grantor will, while this Agreement is in place:

- (a) Be responsible to ensure the datalogger provides continuous groundwater monitoring at a rate of no less than 24 times per day;
 - (b) as part of the aforementioned monitoring, the Grantor will record the groundwater:
 - (i) levels, adjusted for barometric pressure,
 - (ii) temperature, and
 - (iii) electric conductivity;
 - (c) annually, by the date that is no later than 15 days after the anniversary of the date this Agreement is registered in the Land Title Office, provide the Trust Committee with:
 - (i) all raw data recorded pursuant to subsections 6(a) and (b); and
 - (ii) a fully completed “Water Champion Covenant Annual Report” in the form attached hereto as Schedule “A”.
- 7. **Indemnity** – As an integral part of this Agreement, pursuant to section 219(6)(a) of the *Land Title Act*, the Grantor hereby indemnifies the Trust Committee from and against any and all liability, actions, causes of action, claims, suits, proceedings, judgements, damages, expenses, demands and losses at any time suffered or incurred by, or brought against, the Trust Committee, or any of its elected or appointed officials, officers, employees or agents, arising from or in connection with the granting or existence of this Agreement, the performance of any of the Grantor’s obligations under this Agreement, any breach of any provision under this Agreement or the enforcement by the Trust Committee of this Agreement.
- 8. **Specific Relief** – The Grantor agrees that the public interest in ensuring that all of the provisions of this Agreement are complied with strongly favours the award of a prohibitory or mandatory injunction, or an order for specific performance or other specific relief, by the Supreme Court of British Columbia at the instance of the Trust Committee, in the event of an actual or threatened breach of this Agreement.
- 9. **No Effect on Powers** – Nothing in this Agreement shall:
 - (a) affect or limit the discretion, rights or powers of the Trust Committee under any enactment or at common law, including in relation to the use, development or subdivision of the Land;
 - (b) affect or limit any enactment relating to the use, development or subdivision of the Land; or

- (c) relieve the Grantor from complying with any enactment, including in relation to the use, development or subdivision of the Land.
10. **Trust Committee Discretion** – Where the Trust Committee or a representative of the Trust Committee is required or permitted under this Agreement to form an opinion, exercise a discretion, express satisfaction, make a determination or give its consent:
- (a) the relevant provision shall not be considered fulfilled unless the approval, opinion, determination, consent or expression of satisfaction is in writing signed by the Trust Committee or the representative, as the case may be;
 - (b) the approval, opinion, determination, consent or satisfaction is in the sole discretion of the Trust Committee or the representative, as the case may be; and
 - (c) the Trust Committee or the representative, as the case may be, is under no public law duty of fairness or natural justice in that regard and the Trust Committee or the representative may do any of those things in the same manner as if it were a private person and not a public body or employee or officer thereof.
11. **No Obligation to Enforce** – The rights given to the Trust Committee under this Agreement are permissive only and nothing in this Agreement shall give rise to any legal duty of any kind on the Trust Committee to anyone or obligate the Trust Committee to enforce this Agreement or to perform any act or incur any expense.
12. **Agreement Runs with Land** – This Agreement shall burden and run with, and bind the successors in title to, the Land and each and every part into which the Land may be subdivided by any means (including by deposit of a strata plan of any kind under the *Strata Property Act* (British Columbia)).
13. **Waiver** – No waiver by the Trust Committee of any requirement or breach of this Agreement shall be effective unless it is an express waiver in writing that specifically references the requirement or breach and no such waiver shall operate as a waiver of any other requirement or breach or any continuing breach of this Agreement.
14. **Remedies** - No reference to or exercise of any specific right or remedy by the Trust Committee shall prejudice or preclude the Trust Committee from exercising any other right or remedy, whether allowed at law or in equity or expressly provided for in this Agreement, and no such right or remedy is exclusive or dependent upon any other such remedy and the Trust Committee may from time to time exercise any one or more of such remedies independently or in combination.
15. **Priority** – The Grantor shall cause this Agreement to be registered in the applicable land title office against title to the Land with priority over all financial liens, charges and encumbrances, and any leases and options to purchase, registered or pending registration at the time of application for registration of this Agreement, including by causing the

holder of each such lien, charge, encumbrance, lease or option to purchase to execute an instrument in a form required by the Trust Committee under which such holder postpones all of the holder's rights to those of the Trust Committee under this Agreement in the same manner and to the same extent as if such lien, charge, encumbrance, lease or option to purchase had been registered immediately after the registration of this Agreement.

16. **Modification** – This Agreement may not be modified except by an agreement or instrument in writing signed by the Grantor or its successor in title and the Trust Committee or a successor or assignee.
17. **Further Assurances** – The Grantor shall do and cause to be done all things, including by executing further documents, as may be necessary to give effect to the intent of this Agreement.
18. **Grantor's Expense** – The Grantor shall perform its obligations under this Agreement at its own expense and without compensation from the Trust Committee.
19. **Severance** – If any part of this Agreement is for any reason held to be invalid by a decision of a court with the jurisdiction to do so, the invalid portion is to be considered severed from the rest of this Agreement and the decision that it is invalid shall not affect the validity or enforceability of the remainder of this Agreement.
20. **Interpretation** - In this Agreement:
 - (a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
 - (b) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this agreement;
 - (c) the term "enactment" has the meaning given to it under the *Interpretation Act* (British Columbia) on the reference date of this Agreement;
 - (d) reference to any enactment includes any regulations, orders or directives made under the authority of that enactment;
 - (e) reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced from time to time, unless otherwise expressly provided;
 - (f) reference to a particular numbered section, or to a particular lettered schedule, is, unless otherwise expressly provided, a reference to the correspondingly numbered section or lettered schedule of this Agreement;
 - (g) all Schedules to this Agreement form an integral part of this Agreement;

- (h) time is of the essence; and
 - (i) where the word "including" is followed by a list, the contents of the list are not intended to limit or otherwise affect the generality of the expression preceding the word "including".
- 21. **Governing Law** – This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia, which shall be deemed to be the proper law hereof.
 - 22. **Enurement** – This Agreement hereof shall enure to the benefit of the parties and their respective successors and assigns, as the case may be.
 - 23. **Entire Agreement** – This Agreement is the entire agreement between the parties regarding its subject.
 - 24. **Execution in Counterparts & Electronic Delivery** - This Agreement may be executed in any number of counterparts and delivered by e-mail, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument, provided that any party delivering this Agreement by e-mail shall also deliver to the other party an originally executed copy of this Agreement.

As evidence of their agreement to be bound by this Agreement, the parties have executed the General Instrument – Part 1 (*Land Title Act* Form C) attached to and forming part of this Agreement.

 Islands Trust	WATER CHAMPION COVENANT ANNUAL REPORT		Submit to: northinfo@islandstrust.bc.ca 700 North Road, Gabriola Island BC V0R 1X3
Purpose			
<i>The purpose of this annual report is to provide Islands Trust with essential information and data with respect to an evidence-based approach using continuous monitoring to (a) ensure sufficient environmental protection from water quantity issues relating to the housing operations, (b) ensure water sustainability in a changing climate; (c) ensure sufficient water conservation strategies to satisfy deviation from water requirements in water licence xxx; and (d) mitigate risk potential of salt water intrusion on the source well and/or receiving environment.</i>			
Background			
<i>A Conditional Water Licence xxx was issued for the requested maximum daily demand for any day of the year with a date of water right precedence of [date] to a maximum of xx cubic meters (xx litres) of groundwater per day. Several conditions are specified in licence including but not limited to installation of a flow-metering device. Covenant No. _____ requires additional requirements including a down-well continuous datalogger with a water level pressure transducer, temperature sensor, and electric conductivity sensor.</i>			
In Scope			
<i>The holder of this covenant is required to:</i> - Undertake continuous groundwater monitoring at a rate of no less than 24 times per day - A pressure transducer must be permanently installed in the source groundwater well on a direct read cable - Groundwater levels, temperature, and electric conductivity is to be recorded - Groundwater levels must be compensated for barometric pressure - Provide raw data to Islands Trust			
Project Data			
Project Name			
Project Operator			
Project Location			
Report Summary			
Report Submitted by		Reporting Year	
Professional Designation		Submission Date	
Reporter Phone Number			
Reporter Email			
Well Summary			
Well Tag Number		Well License Number	
Well Identification Plate #		Water Use Type	

Well Owner Name		Licensed Annual	
Well Class		Aquifer Number	
Well Activity			
Well Operator Name		Driller Name	
Operating Start Date		Date of Well	
Well Status		Drilling Method	
Well Location			
Latitude		UTM Easting	
Longitude		UTM Northing	
Coordinate Datum		UTM Zone	
Ground Elevation (m asl)			
Well Completion Data			
Total Drilled Depth (m bgl)		Estimated Well Yield	
Casing Stick Up (m)		Yield Estimation	
Pump Depth (m btoc)		Yield Estimation Date	



Denman Green Mar. 11/22

site plan - option 5 1

Baseline Inventory

PID 000-393-941

DENMAN ISLAND



February 2, 2022

Prepared for:

Denman Housing Association

Prepared by:

J. Godfrey, Technologist, and D. Silvester, R.P. Bio.

Current Environmental Ltd.

558 England Avenue

Courtenay, BC V9N 2N3



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1 ACKNOWLEDGMENTS

Table 1. Project acknowledgements.

Name	Position/Affiliation	Professional Accreditation or subject expertise	Contribution
Dusty Silvester	Biologist, Current Environmental Ltd.	R.P. Bio	Report author
Jamie Godfrey	Technologist, Current Environmental Ltd.	Environmental technologist	Field data collection

2 PROPERTY INFORMATION

2.1 LEGAL DESCRIPTION & PROPERTY SIZE

The property bears PID: 000-393-941 and legal description: Lot B, sections 18 and 19, Denman Island, Nanaimo District, Plan 36263. The 1.05 ha property lies within Denman Island Development Permit Area (DPA) 5 and is zoned 'C' – Commercial with a proposal to re-zone to 'R4' multi-residential (Figures 1 & 2).

2.2 PROPERTY ACCESS INFORMATION

The property is located at the corner of Northwest and Kirk roads (Figures 1 & 2). The property can be accessed via Northwest Road. Travelling from the ferry, follow Denman Road from the ferry dock, turning left at the first intersection onto Northwest Road. Follow Northwest Road for approximately 140 m, passing the general store and elementary school. The subject property is immediately to the east after the intersection with Kirk Road.

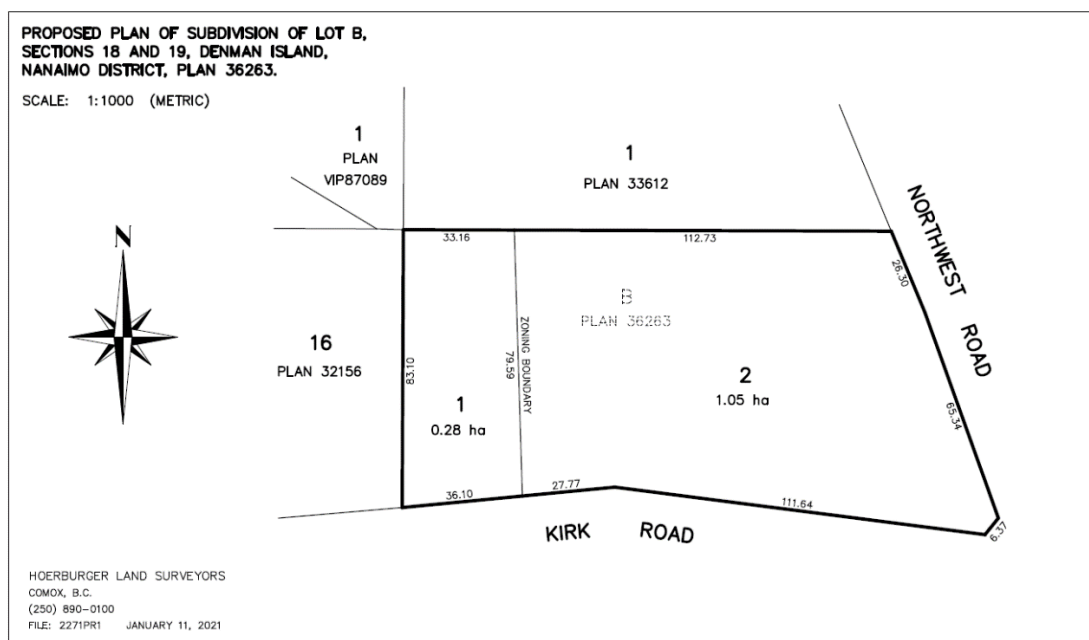


Figure 1. Surveyed plan of subdivide parts "1 & 2". This assessment pertains to the commercially zoned portion "2" (Lot B).

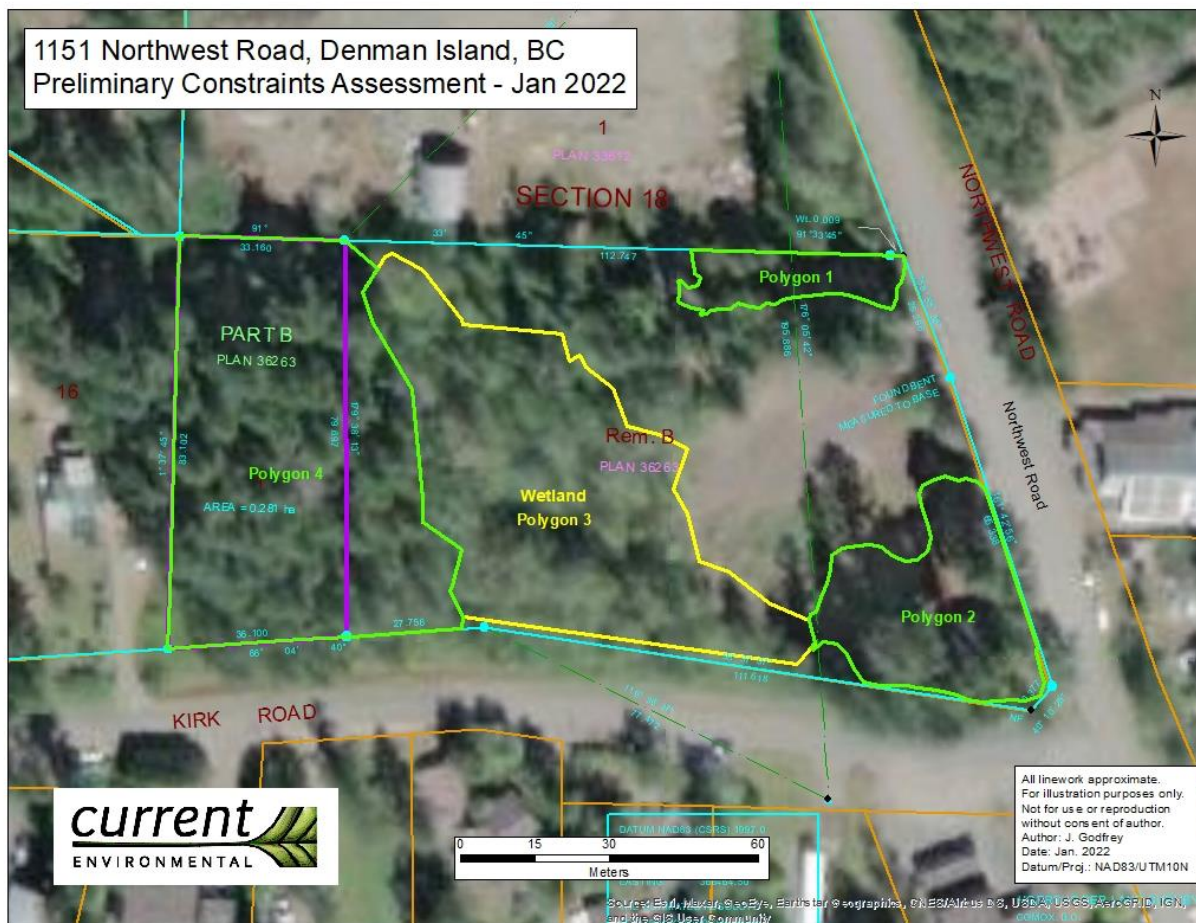


Figure 2. Vegetation communities identified during site visit in January 2022. Purple line dividing Polygon 4 separates the western subdivided lot from the subject lot in the east and corresponds with the zoning boundary as seen in Figure 1.

3 REGULATORY SETTING

Federal, Provincial, and Municipal environmental regulations will govern project development. Compliance with these regulations will be a mandatory condition of any environmental permits issued for the project. The following subsections summarize Federal and Provincial Acts and Municipal bylaws applicable to the subject lot and the natural features found within it.

The Islands Trust (IT) and Best Management Practices (BMP) for land development recommend the production of a biological site inventory (bio-inventory) to identify potential disturbances to sensitive ecosystems and species as a result of proposed development activities. The following ecosystem elements were evaluated for this assessment in consideration of regulatory requirements for proposed work on Denman Island:

1. Proximity to aquatic habitat.
2. Raptor/breeding bird nesting sites.
3. Terrestrial wildlife use and habitats, including vegetation communities and wildlife corridors.
4. The occurrence of rare or endangered species and vegetation communities at risk.

3.1 DENMAN ISLAND LAND USE BYLAW, 2008

The subject property is located within Development Permit Area 5 – ‘Village’. Under this bylaw, development in DPA 5 must adhere to specific guidelines. The most relevant to this report and its recommendations include the following:

Guideline 3 Landscaping:

1. Natural vegetation and trees should be maintained for screening of parking, storage and loading areas and to enhance the privacy and rural character of public open spaces.
2. Developments on lots adjacent to residential properties should contain a vegetation buffer of a height and thickness to adequately screen the residential use from the development and any on-site parking. Fences may be considered, but only if it can be demonstrated that a vegetation buffer is not suitable.
3. Fencing should be constructed of natural materials and designed to blend with the overall character of the development.

Guideline 5 Parking:

4. The use of impermeable parking surfaces is not encouraged to reduce surface water run-off and enhance the appearance of the Village.

3.2 WILDLIFE ACT

The British Columbia *Wildlife Act*¹ is the primary provincial legislation for protecting wildlife, including rare or endangered species, and their habitat in the province of BC. The recommended mitigation work described in this report provides consideration for the disturbance of birds, their nests, and eggs where habitat such as trees, shrubs, buildings, or other human derived structures may be impacted. Section 34 of the *Act* states that:

A person commits an offence if the person, except as provided by regulation, possesses, takes, injures, molests or destroys

- (a) a bird or its egg,
- (b) the nest of an eagle, peregrine falcon, gyrfalcon, osprey, heron or burrowing owl, or
- (c) the nest of a bird not referred to in paragraph (b) when the nest is occupied by a bird or its egg.

¹ Wildlife Act. Retrieved from: https://www.bclaws.gov.bc.ca/civix/document/id/complete/statreg/96488_01

3.3 WATER SUSTAINABILITY ACT

Section 11 of the Provincial *Water Sustainability Act*² (previously *Water Act*, Section 9) requires an approval be granted by the Ministry of Forests, Lands, Natural Resource Operations, and Rural Development (MFLNRORD) for “changes in and about a stream” defined as:

- (a) any modification to the nature of a stream, including any modification to the land, vegetation and natural environment of a stream or the flow of water in a stream, or
- (b) any activity or construction within a stream channel that has or may have an impact on a stream or a stream channel.

Section 1 of the *Act* defines a “stream” as:

- (a) natural watercourse, including a natural glacier course, or a natural body of water, whether or not the stream channel of the stream has been modified, or
- (b) a natural source of water supply, including, without limitation, a lake, pond, river, creek, spring, ravine, gulch, wetland or glacier, whether or not usually containing water, including ice, but does not include an aquifer.

Section 11 of the WSA applies when changes or modifications are proposed to a “stream”. When required, applying for an approval under Section 11 of the WSA is the proponent’s responsibility.

3.4 ENVIRONMENTAL MANAGEMENT ACT

British Columbia’s *Environmental Management Act*³ regulates release of municipal, industrial, and hazardous waste into the environment. Contaminated sites and remediation are also regulated under this Act. While this Act is applicable to the proposed development, the scope is largely outside of the background report compiled here.

3.5 WEED CONTROL ACT

Section 2 of the Provincial *Weed Control Act*⁴ requires land occupiers to control noxious weeds growing on their land.

- (2) In accordance with the regulations, an occupier must control noxious weeds growing or located on land and premises, and on any other property located on land and premises, occupied by that person.

3.6 CANADA MIGRATORY BIRD CONVENTION ACT

The Federal *Migratory Bird Convention Act* (MBCA) protects individuals and populations of migrating birds, including their eggs and nests. Among its’ prohibitions, Section 5 of this Act requires⁵:

² Water Sustainability Act. Retrieved from: <https://www.bclaws.gov.bc.ca/civix/document/id/complete/statreg/14015>

³ Environmental Management Act. Retrieved from: https://www.bclaws.gov.bc.ca/civix/document/id/complete/statreg/03053_00

⁴ Weed Control Act. Retrieved from: https://www.bclaws.gov.bc.ca/civix/document/id/complete/statreg/96487_01

⁵ Wildlife Act. Retrieved from: https://www.bclaws.gov.bc.ca/civix/document/id/complete/statreg/96488_01

5.1 (1) No person or vessel shall deposit a substance that is harmful to migratory birds, or permit such a substance to be deposited, in waters or an area frequented by migratory birds or in a place from which the substance may enter such waters or such an area.

4 REPORT METHODOLOGY

4.1 EQUIPMENT

All surveys were conducted using the equipment listed below:

- GPS: iPad mini equipped with Avenza Maps 3.5.1
- Camera: iPad mini camera
- 30 m tape
- Flagging tape
- Plant ID book: *Plants of Coastal British Columbia*

4.2 METHODOLOGY

Pre-field work included analysis of current and historical aerial and satellite imagery and a review of other relevant digital mapping data, including:

- Sensitive Ecosystem Mapping (SEM)
- Terrestrial Ecosystem Mapping (TEM)
- Cadastral
- Contours
- Zoning and Land Use Designations
- Agricultural Land Reserve locations
- Critical Habitat mapping
- Occurrence data for rare species and ecological communities (BC Conservation Data Centre)

Prior to conducting field work, ecosystems within the subject property were delineated using ArcMap 10.3.1. Ecosystem delineation was informed by examining current and historical satellite and aerial imagery, provincial soil survey maps, SEM and TEM maps, and site topography.

Ecosystem polygons were overlaid onto current satellite imagery to produce a georeferenced PDF. The PDF was then uploaded to Avenza mapping software for use during field survey work.

Field assessment protocols followed methodology outlined in the *Standard for Terrestrial Ecosystem Mapping in British Columbia* (RIC, 1998) and *Field Manual for Describing Terrestrial Ecosystems* (BC MOE, 2010). Ecosystem perimeters delineated using satellite imagery were verified in the field and updated to reflect current site conditions where necessary, with the goal of having each polygon represent a relatively homogenous ecosystem type.

One plot was surveyed per polygon, with data collected on forms adapted from provincial Ground Inspection Forms (FS212-2). Georeferenced photos were also taken at each plot location. Data collected at each plot location included:

- Vegetation lists
- Soil moisture and nutrient regime
- Slope aspect
- Structural stage
- Surface substrates and topography
- Site disturbance

Site series references are those described in *A Field Guide for Site Identification and Interpretation for the Vancouver Forest Region* (Green and Klinka, 1994).

After field work was completed, forms and other data collected in the field were reviewed. Polygon lines were revised in ArcMap where necessary. Polygon attributes were assigned to a database in ArcMap, and maps were created to display the different ecosystem types and other features present on the property.

5 SIGNIFICANCE OF THE LAND AND NATURAL AMENITIES

5.1 GENERAL DESCRIPTION

The property represents a moderately sized parcel of centrally located commercially zoned land on Denman Island, BC. The lot has been historically logged, and more recently, partially cleared for commercial development under the stewardship of the previous landowners which included the addition of fill materials along the eastern margins of the wetland. The lot is designated by the Islands Trust as a mix of “Developed” and “Young Forest” ecosystems (Figure 3), which was consistent with field observations.

Approximately the central third of the subject property consists of an isolated wetland (Figure 2) with dominant vegetation consisting of red alder (*Alnus rubra*); slough sedge (*Carex obnupta*), Nootka rose (*Rosa nutkana*); red elderberry (*Sambucus racemosa*); and Himalayan blackberry (*Rubus armeniacus*) (Photos 1 & 2). West of the wetland is a young stand of Douglas-fir (*Pseudotsuga menziesii*) forest with sparse understory plants consisting primarily of dull Oregon grape (*Mahonia nervosa*) and dominated by moss sp. The eastern remainder of the property is a mix of open and forested habitat resulting from relatively recent clearing (Photo 3). The open area shows evidenced of being partially burned in a structure fire and has regrown mostly with a mix of grasses and invasive species including thistle (*Cirsium* spp.), Himalayan blackberry, Scotch broom (*Cytisus scoparius*), and tansy (*Tanacetum* spp.). In the forested patches, dominant trees are Douglas fir with the understory being a mix of dull Oregon grape, Himalayan blackberry, and spurge laurel (*Daphne laureola*) (Photos 4-7).

Wildlife value of this property consists of remnant large second growth Douglas-fir trees in the eastern third of the property (Photos 8 & 9) which offer quality nesting, rooting, foraging and perching habitat for arboreal species including bats and birds; a central isolated wetland which provides valuable foraging, cover, and potential nesting habitat for a wide range of species; and the young regenerating forest in the western portion of the property beyond the wetland which may provide cover for wildlife and acts as the

southern extension of a contiguous forested wildlife corridor that extends to the northern parts of Denman Island.

Soils on this property are the Ronald type (moderately well-drained, gravelly loam overlaying gravelly clay loam). The property is part of the Cedar District formation.

The proposed development concept includes two multi-unit patio home structures, as well as associated parking. The development is proposed for the eastern portion of the property, beyond the wetland margins, in the area that has most recently been cleared for commercial use.

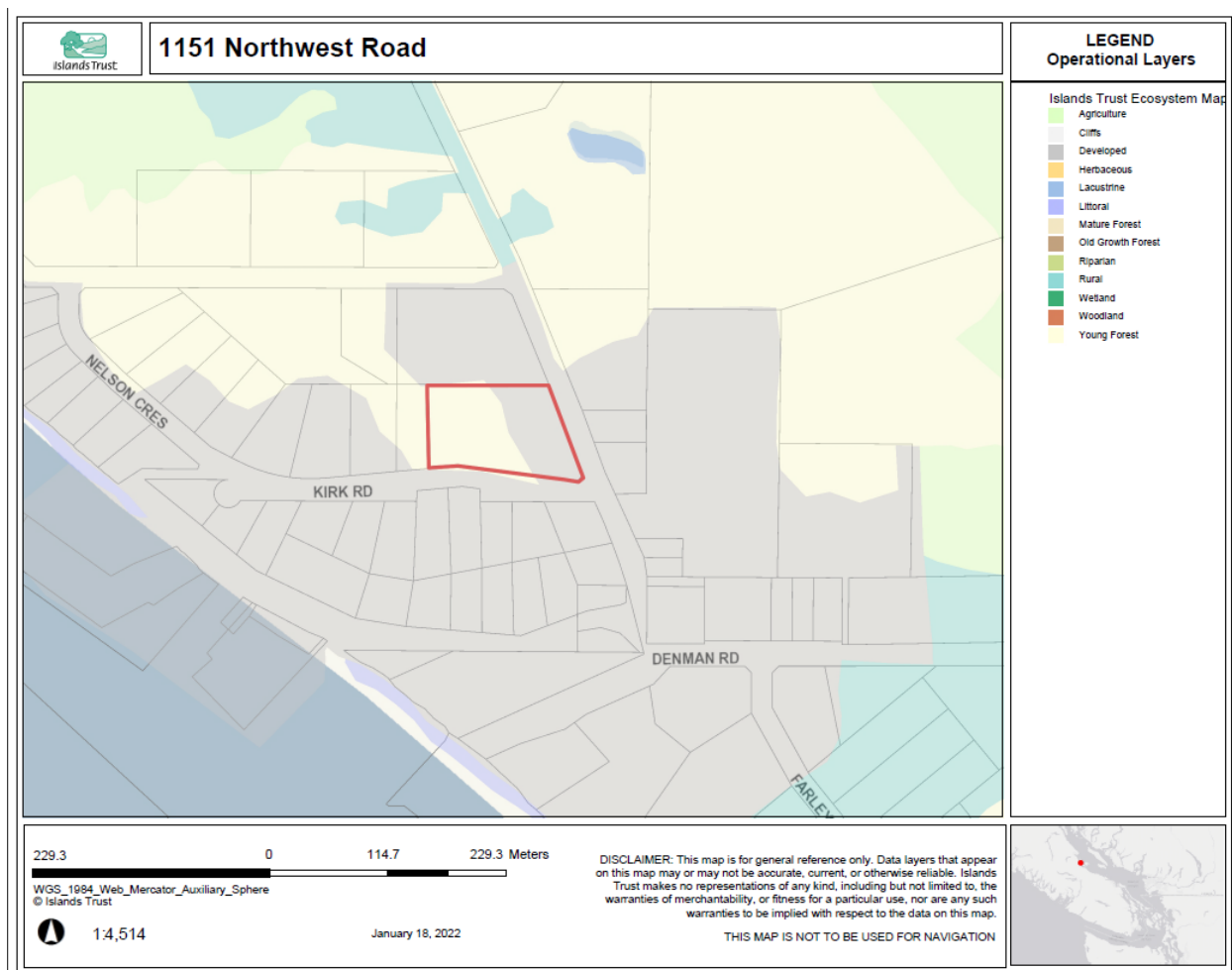


Figure 3. Ecosystems present on the subject property (outlined in red) as mapped by Islands Trust. The subject property consists of “Developed” (grey) and “Young Forest” (tan) ecosystems.

5.2 RARE SPECIES AND COMMUNITIES

The BC Conservation Data Center was consulted regarding occurrences of rare species and ecosystems within the subject property as there are masked occurrences within the subject region. A representative from the CDC deemed that the precise locations of masked occurrences in the region were not necessary

to include in this report (Clare, 2021). However, it was determined that two species: Townsend's Big-eared bat (*Corynorhinus townsendii*) and the peregrine falcon *anatum* subspecies (*Falco peregrinus anatum*) could be in the general area of the subject property. Additionally, the entirety of Denman Island falls within the geographic range of known critical habitat for the Northern myotis (*Myotis septentrionalis*) and the little brown myotis (*Myotis lucifugus*) (Table 2). Importance of the subject property to these species is dependent upon occurrence of critical habitat features within it.

Roosting habitat for Townsend's big-eared bat includes cliffs, mines, bridges, buildings, and large hollow trees (BC Ministry of Environment, 2019) – none of which were found on the subject property. While the property was seen to have some large Douglas Fir trees on it, these trees were all second growth and had not yet developed the specific traits such as loose bark and cavities that make them important bat habitat. The wetland area of the property did contain dead and dying red alder which may offer roosting habitat for some bat species but were likely too small for Townsend's big-eared bats. In general, forested riparian areas are thought to be important habitats for bats due to the combination of cover from trees as well as food and water available from the wetland itself. The wetland will be protected from disturbance pursuant to the BC WSA and IT bylaws.

Critical habitat for the peregrine falcon *anatum* subspecies consists of cliffs used for nesting, which were not evident on the subject property. Due to the peregrine falcon being a wide-ranging aerial predator with home ranges that extend to 27 km (Government of Canada, 2011), the potential foraging habitat on the subject property is unlikely to be critical for this species.

Critical habitat for the two *Myotis* species is subterranean features with low light and noise levels, stable temperatures, and high humidity which can be used as winter hibernacula. These features may be natural such as caves or rock crevices, or manmade such as abandoned wells or mine shafts. There are no such features recorded on the subject property, nor were any seen upon site visit on Jan. 13, 2022. Potential (non-critical) roosting habitat for these species was seen in the wetland area of the property in the form of dead and dying red alder trees. As these trees die, their bark becomes loose and can be used by smaller bat species for roosting.

The development as proposed in the eastern third of the property is not likely to negatively impact any of the identified species at risk, provided that the wetland on site is retained. In addition, no occurrences of species at risk were observed during ground-level reconnaissance on Jan. 13th. In order to provide a net benefit to the bat species mentioned here, the proposed development could electively include the construction of species-specific roosting structures. These features are not a requirement as no identified roosting habitat will be lost as a result of the proposed development.

The Islands Trust Sensitive Ecosystem Mapping (SEM) does not identify any sensitive ecosystems on or adjacent to the subject property. The closest identified sensitive ecosystem to 000-393-941 is a pink spirea-Sitka sedge swamp located within a greater patch of CDFmm approximately 140m to the northeast.

Table 2. Potential Species and Ecosystems at Risk within the subject property.

Ecological Community Name		Status		
English	Scientific	Provincial	BC List	Global
Townsend's Big-eared bat	<i>Corynorhinus townsendii</i>	S3S4 (2015)	Blue	G4 (2016)
Peregrine falcon <i>anatum</i> subspecies	<i>Falco peregrinus anatum</i>	S2 (2011)	Red	G4T4 (2016)
Little brown myotis	<i>Myotis lucifigus</i>	S4 (2015)	Yellow	G3 (2021)
Northern myotis	<i>Myotis septentironalus</i>	S3S4 (2015)	Blue	G1G2 (2021)

5.3 HYDROLOGICAL FEATURES

Existing mapping of the subject property did not show the presence of any significant hydrological features (i.e., watercourses, lakes, wetlands); however, a 1.06 ha wetland that most closely resembles the Ws52 Site Association (MacKenzie, 2004) -with the exception of slough sedge dominating over skunk cabbage- located in the western half of the subject property and delineated during the site visit on January 13, 2022 ("Polygon 3" in Figure 2). Based on field observations of contiguous water cover in the wetland associated with the high-water table and lack of elevated microsites, as well as a pronounced transition to higher elevation terrestrial habitats it was determined that no wetland soil sampling was warranted to assist in delineation of the wetland boundaries. Instead, indicator plant species and presence of water doing this wet season, immediately following a period of rain on snow melt, was used to identify and delineate the wetland extent.

At the time of assessment, the wetland contained standing water approx. 20-30 cm deep that was inhabited by emergent slough sedge throughout (Photos 1 & 2) and a relatively open understory dominated by distinct patches of shrubs including Nootka rose, red elderberry, and Himalayan blackberry. Tree canopy was sparse and dominated by red alder. A detailed description of the plant community can be found in Section 9 of this report.

Observations of topography of the site suggest that source water for the wetland comes from the eastern and western thirds of the subject property itself, as well as from the public works yard immediately to the North of the subject property. Flow from these locations is overland and subsurface, with no stream channels present. Trace flow was observed coming from the eastern third of the subject property in the form of subsurface drainpipes, and from the adjacent property to the north in the form of a culvert (Photo 10). This culvert was significantly infilled with organic material, suggesting minimal flow. The wetland appeared isolated with trace flows exfiltrating through shallow soils and vegetation to the roadside ditch along Kirk Road to the south. This ditch was not observed to contribute to downstream fish bearing waters and as a result the substantially isolated wetland on the subject project is not subject to review under the BC Riparian Areas Projection Regulation.

Soil profiles were not taken on site; however, background review of soils in the region show they are of the Ronald type (moderately well-drained, gravelly loam overlaying gravelly clay loam). This was confirmed visually by inspecting upturned root balls of fallen trees (Photo 12). It was noted that the

eastern edge of the mapped wetland had been filled during a historic stage of development that had likely included some encroachment into the wetland along that interface.

The observed wetland offers value to wildlife in a variety of ways. As noted previously, the dead and dying red alders within the wetland provide potential roosting habitat for small bat species. These trees also offer perching and foraging habitat for a range of bird species. Forested wetlands in general are known to be valuable foraging habitat for a range of species, including bats, birds and mammals due to the combination of food availability and cover. Standing water seen during the site visit was relatively shallow and likely ephemeral which limits breeding potential for some amphibians, although there appeared to be decent breeding potential for the Pacific tree frog (*Pseudacris regilla*) and Northwestern salamander (*Ambystoma gracile*). Fish presence was not noted and is unlikely due to the wetland's isolation and lack of known connectivity with fish bearing streams.

The wetland in the subject property is not connected to any ditches or streams that are RAPR applicable, so there are no prescribed setbacks according to that legislation. However, due to its habitat values and proposed proximity to development in the east it is recommended that setbacks be put in place. Notably, there are no permanent development components proposed along the western boundary of the wetland which will result in substantial protection along the entire western property boundary ('Polygon 4' in Figure 2). A pedestrian trail is proposed within this setback zone that will follow recommendations in Section 10.2.

Because the eastern boundary of the wetland has been degraded by fill and other disturbances from past land use, it is recommended that the proposal for a trail bordering the development along that edge be integrated into a restoration plan for the wetland boundary within a minimum 3 m strip that will include removal of fill materials, replacement with clean trail bed materials, and planting of native vegetation, including trees, to restore and improve habitat function along this edge. Furthermore, a low-split rail fence (or similar) will be established along the interface between the trail and the wetland to discourage public access into the wetland. Careful planning of stormwater management from the site should also be integrated into the wetland setback restoration plan to maintain the pre- and post-development hydrological regime of the site. This further discussed in Section 11.

6 CONDITIONS AT TIME OF DATA COLLECTION

Table 3. Conditions at time of data collection.

Date	Activity	Conditions	Data Collector
January 13, 2021	Ecosystem inventory and mapping	Overcast. Calm winds. 6° C.	Jamie Godfrey

7 LANDSCAPE CONTEXT

7.1 REGIONAL CONTEXT

The subject lot (PID 000-393-941) is currently zoned C – Commercial, as are the lots to the east and south. The lot to the north is zoned Institutional and is a public works yard. PID 000-393-941 lies at the northern edge of the central small commercial center designated for Denman Island. The subject property is excluded from the Agricultural Land Reserve (ALR).

7.2 ECOLOGICAL CLASSIFICATIONS

The property is located within the Eastern Vancouver Island Ecoregion and within the Coastal Douglas-fir Moist Maritime (CDFmm) biogeoclimatic zone. This area lies in the rainshadow of the Vancouver Island and Olympic Mountain ranges. Ecosystems within this zone are under significant pressure from development, and this zone is home to the highest number of at-risk species and ecosystems in BC.

Denman Island is located at the northwestern extent of the CDFmm zone; land on Vancouver Island to the west is within the Coastal Western Hemlock very dry maritime subzone eastern variant (CWHxm1). Being on the edge of the CDFmm biogeoclimatic zone, some ecosystem types within this area are more reflective of those commonly found in the CWHxm1 zone.

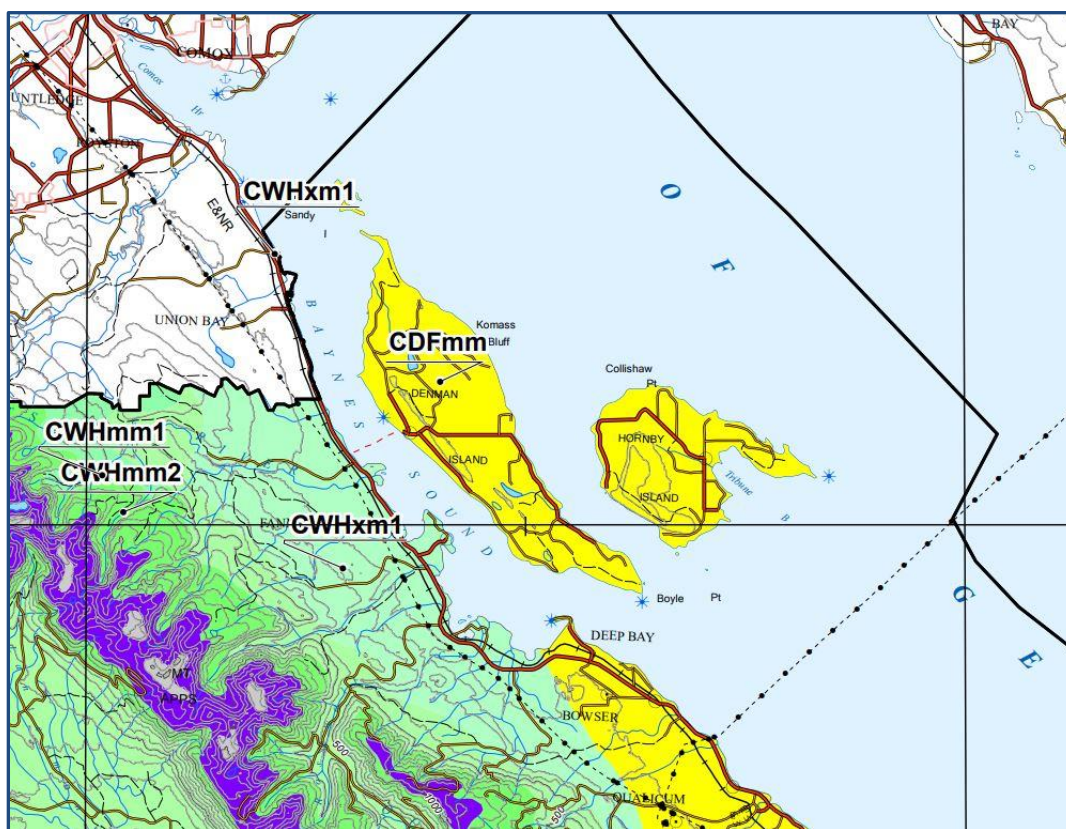


Figure 4. Biogeoclimatic zones and subzones of Denman Island and surrounding areas.

Source: ftp://ftp.for.gov.bc.ca/HRE/external/!publish/becmaps/PaperMaps/field/DSI_SouthIslandResourceDistrict_SouthCoastRegion__field.pdf.

7.3 CLIMATE

The subject region is characterized by mild, rainy winters and warm, dry summers. Average daily minimum temperatures remain above 0° C (Meidinger & Pojar, 1991).

Projected changes to the climate of the region include an overall annual increase in precipitation, with increased rainfall in the winter months and decreased rainfall in the summer. Annual temperatures are expected to increase in the region, and annual snowfall is expected to decrease (Pacific Climate Impacts Consortium, 2018).

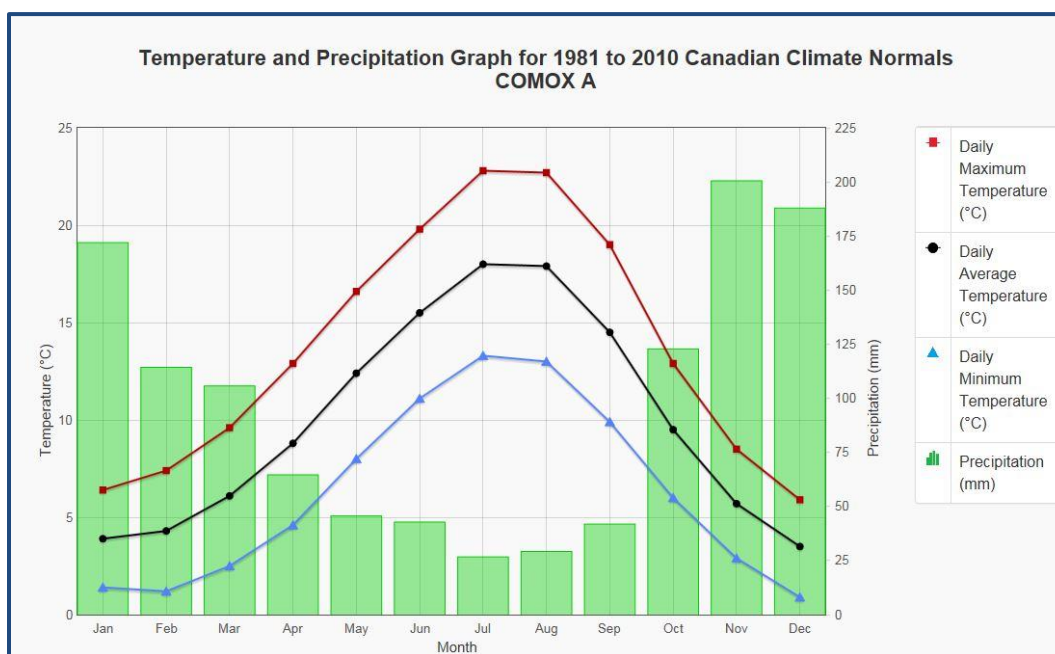


Figure 5. 1981 to 2010 Climate Normals for Comox Weather Station. Obtained from:
http://climate.weather.gc.ca/climate_normals/results_1981_2010_e.html?stnID=155&autofwd=1

8 SITE HISTORY

8.1 FIRST NATIONS USE

Denman Island is within the territories of the Coast Salish and Kwakwaka'wakw groups, including the K'ómoks, Pentlatch, Sliammon, and Qualicum peoples. Denman was an important piece of land for these nations as evidenced by petroglyphs, abundant shell middens, and evidence of village sites on the island. Denman Island was an important food gathering site in the summer, offering access to fish, shellfish, deer, and edible plants, as well as herring roe in the spring.

8.2 POST-COLONIZATION USE

Large swaths of Denman Island were cleared beginning in the early 1900s, and due to its location within the island's current and historical commercial centre it is likely that the subject property was logged during this time. The property lies directly across Northwest Road from the Denman Island Community Hall, which is one of only two registered historic sites on Denman Island. The community hall has been in that location since the early 1900's, marking the central hub of the Denman Island community. No site-specific history is known for the subject property; however, its central location suggests consistent commercial or agricultural use since the beginning of colonial history on Denman Island.

9 ANTHROPOGENIC FEATURES

9.1 BUILDINGS AND STRUCTURES

There are currently no permanent buildings or structures on the subject property. There does remain one small building from previous commercial activity on the lot (Photo 11); however, it has no permanent foundation and there are plans for it to be moved off the subject property before development commences.

9.2 LAND MODIFICATIONS

Table 4. Land modification observed on the subject property.

Anthropogenic Feature	Description	Condition	Relevant Photos
Cleared land	Most of the eastern third of the property has been historically cleared for commercial activity.	High density of invasive plants in this section of the property. Low habitat value.	3
Artificial fill in wetland	Artificial fill was historically added to the eastern edge of the wetland to extend the developable area of the lot	Grown in with a mix of invasive and native shrubby plants. High density of invasives.	13
Previously Logged Forest	The western third of the property is a young Douglas-fir Forest, regrowing after previous logging activity.	Overall intact, low density of invasive plants, although <i>Daphne</i> was noted.	7

9.3 ARCHAEOLOGICAL SITES

There are no recorded archaeological sites on the subject property (Cooper, 2021). The nearest recorded site is approximately 300m away along the shoreline of Denman Road just southeast of the BC Ferries terminal.

10 RECOMMENDATIONS

It is concluded that the proposed development can proceed, provided the recommendations as outlined in the following sections are satisfied.

10.1 TREE RETENTION

The eastern third of the subject property is bordered by large, wind firm Douglas fir trees. Due to the value of such trees as potential nesting, perching, and foraging habitat for birds and bats we recommend that as many of these trees be preserved as possible over the course of the proposed development. However, it is recognized that protection of the wetland on the property is the priority and development elsewhere on the site will require clearing that will likely encompass these higher elevation terrestrial zones.

Any large trees identified for retention along the wetland setback boundaries will require that a tree protection zone be established, marked, and maintained prior to and maintained during construction⁶. A guideline for a tree protection zone is 1 foot per inch of diameter at breast height (DBH)⁷; however, these zones will be established according to the professional opinion of an ISA certified arborist.

10.2 WETLAND PROTECTION

As described in Sections 3 and 4 of this report, the identified wetland represents potential habitat for a wide range of species and is protected under the *Water Sustainability Act*. To improve the ecosystem functions of this wetland, work is recommended to improve its eastern edge. The eastern edge of the wetland currently has little to no buffer of native vegetation from the proposed development site. Additionally, this edge has been artificially filled in past development works (Photo 13). It is recommended that in cooperation with a landscape architect, the artificial fill be removed and replaced with clean material to reclaim the natural wetland boundary. This boundary should then be planted with native riparian vegetation to establish a minimum 3 m buffer. To maximize usable space on the subject lot, the walking trail proposed for this development could be incorporated into the wetland buffer provided that it:

- 1) Be surfaced with permeable material to allow stormwater infiltration,
- 2) Be separated from the wetland by native riparian vegetation,
- 3) Have a barrier (i.e., split rail fence, thorny riparian vegetation) along the western edge to prevent humans and domestic animals accessing the wetland.

Additional components of the trail system being considered may include connectivity around the northern boundary of the wetland that would then return south towards Kirk Rd. to complete a loop trail that would facilitate an alternative route for pedestrian access towards the ferry terminal. For this concept to be realized without compromising wetland function it should be located as far as practicable from the

⁶ Avoiding Tree Damage During Construction, N.D. Retrieved from: https://www.esquimalt.ca/sites/default/files/docs/parks-recreation/avoiding_tree_damage_during_construction.pdf

wetland edge towards the northern property boundary and would require a section of elevated boardwalk to cross a wet area near the works yard culvert noted above and shown in Photo 10. Should a trail alignment be pursued along the northern and western edge of the wetland it should not be contracted using methods that require cutting rootzones of trees or import of materials that would cause root compaction. Instead, the trail alignment should be carefully selected to avoid impacts to existing vegetation and it is recommended that such an alignment involve input from a Qualified Environmental Professional (QEP) to preserve nearby wetland and riparian habitats.

In addition to the reclamation of the eastern edge and the establishment of an enhanced 3 m minimum riparian buffer, it is important that the proposed development have an approved drainage plan. The development is proposed in the eastern half of the subject property, which based on topography and field observations was seen to be a source of overland and subsurface flow to the wetland. The construction of new impermeable surfaces in this area has the potential to significantly change the hydrology of the wetland, with unknown consequences. Minimization of impermeable surfaces is also in line with conditions laid out in Denman Island DPA 5, and may be achieved in a variety of ways including:

- 1) Ensuring all walking trails and parking areas are surfaced with permeable materials such as gravel
- 2) Installing rain gardens
- 3) Installing rain catchment barrels for all roof gutters

Prior to construction, there must be an approved drainage plan in place.

10.3 INVASIVE PLANT REMOVAL

Development of the subject lot provides an excellent opportunity to undertake invasive plant removal. With the exception of native tree species, the vegetation community covering most of the eastern third of the property is dominated by invasive plants, including the eastern edge of the wetland riparian area. During future land clearing and site preparation works, it is recommended that the topsoil of the eastern third of the lot, from the edge of the wetland to Northwest Road, be considered to contain invasive seed and plant materials and be disposed of by transporting to a site equipped to bury soils containing invasive plants without causing additional spread. Transportation should be done in covered trucks to avoid flyaway of invasive plant parts, and trucks being well cleaned after accessing the site. All cleared and grubbed vegetation and soils leaving the site, except for clean logs, will be assumed to contain invasive plant materials and must be disposed of accordingly.

The preferred way to dispose of the vegetative parts of invasive plants is to truck to the CVRD Landfill near Cumberland. However, it is understood that this is not logistically feasible for the project and alternative methods of disposal may include burial at least 3 feet deep in an area that will not be disturbed or transporting to a site that is permitted to burn vegetation without causing increased concern for air quality or wildfire hazard. However, should alternative treatments be identified that may be suitable it is recommended they be approved by a QEP prior to their execution.

10.4 TIMING OF CONSTRUCTION

Any tree removals conducted during the clearing stage of the proposed development must be done outside of the breeding season for birds on the West Coast according to BC *Develop with Care* (2014) standards which spans from March 1 to August 31 of each year. Should clearing of trees or other potential nesting habitat be planned within this nesting timing window, a QEP must complete a pre-clearing nesting scan and approve removal of vegetation for a prescribed window of time. At the discretion of the QEP, nesting scans are typically deemed relevant for a period of 7 days after which time an additional scan would be required. If an active nest is identified the QEP will establish a buffer of no disturbance according to the observed bird species for the duration of nesting activity.

11 CLOSURE

With the effective implementation of recommendations set out in this report and additional planning measures (i.e., drainage plan, landscaping plan) the proposed development can proceed without causing a net negative impact to environmentally sensitive areas and/or species. The protection of riparian habitat along the western boundary and establishment of a 3 m minimum setback and restoration area along the eastern edge of the wetland will result in an overall net-improvement in wetland habitat function. We trust this assessment has met the requirements of the Islands Trust and Province of BC for residential development on the subject property. Please contact the undersigned with any questions or comments.



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12 INVENTORY BY ECOLOGICAL COMMUNITY

Table 5. Ecological inventory summary form, Polygon 1.

Polygon ID	1							
Ecological Community	Douglas-fir/dull Oregon-grape							
Classification	CDFmm/01							
Structural Stage	Mature forest							
Status (BC List)	Red							
Photopoint(s)								
Ecological Community Description	Very small stand of mature second growth Douglas-fir trees with an understory of mixed native and invasive plants.							
Disturbance Notes	Historically logged and replanted with Douglas-fir. Surrounding land is zoned commercial and/or residential, so habitat connectivity is minimal. Invasive species are found within and surrounding this ecological community.							
Anticipated Change/Succession	The trees in this community are identified for removal in order to proceed with development. During tree removal, it will be possible to eliminate invasive species that are associated with this polygon.							
Wildlife Observations								
Vegetation Species	Percent Cover (%)							Notes
	Main Canopy	Sub-Canopy	Tall Shrub Layer	Low shrub Layer	Herb Layer	Moss/Lichen Layer	Non-natives	
<i>Pseudotsuga menziesii</i> (Douglas-fir)	70	30	5					
<i>Tsuga heterophylla</i> (Western redcedar)		5	5					
<i>Rosa nutkana</i> (Nootka rose)			1					
<i>Vaccinium parvifolium</i> (red huckleberry)			1					
<i>Rubus armeniacus</i> (Himalayan blackberry)							1	Noted at 1% here because it does not occur frequently within the polygon, however there are dense patches surrounding the polygon.
<i>Mahonia nervosa</i> (dull Oregon-grape)				80				
<i>Pteridium aquilinum</i> (bracken fern)				1				
<i>Daphne laureola</i> (Spurge-laurel)							1	
<i>Poacea</i> spp. (Grass sp.)							1	

Table 6. Ecological inventory summary form, Polygon 2.

Polygon ID	2							
Ecological Community	Douglas-fir/dull Oregon-grape							
Classification	CDFmm/01							
Structural Stage	Mature disturbed forest							
Status (BC List)	Red							
Photopoint(s)								
Ecological Community Description	Very small stand of mature second growth Douglas-fir trees with an understory of mixed native and invasive plants. Same potential vegetation as Polygon 1, however this community has been more thoroughly cleared resulting in a different understory compilation.							
Disturbance Notes	Historically logged and replanted with Douglas-fir. Surrounding land is zoned commercial and/or residential, so habitat connectivity is minimal. Invasive species are found within and surrounding this ecological community.							
Anticipated Change/Succession	The trees in this community are identified for removal in order to proceed with development. During tree removal, it will be possible to eliminate invasive species that are associated with this polygon.							
Wildlife Observations								
Vegetation Species	Percent Cover (%)							Notes
	Main Canopy	Sub-Canopy	Tall Shrub Layer	Low shrub Layer	Herb Layer	Moss/Lichen Layer	Non-natives	
<i>Pseudotsuga menziesii</i> (Douglas-fir)	35	5						
<i>Thuja plicata</i> (Western redcedar)		1		1				
<i>Malus fusca</i> (Pacific crabapple)								
<i>Daphne laureola</i> (Spurge-laurel)							5	
<i>Rubus armeniacus</i> (Himalayan blackberry)							1	
<i>Poacea</i> sp.					1			
Moss sp.						20		

Table 7. Ecological inventory summary form, Polygon 3.

Polygon ID	3							
Ecological Community	Western redcedar/Slough sedge							
Classification	CDFmm/14							
Structural Stage	Wetland							
Status (BC List)	N/A							
Photopoint(s)								
Ecological Community Description	Small isolated ephemeral wetland mostly consisting of open water, with isolated patches of tall shrubs and sparse tree canopy. Sites are typical of deep soils with a fluctuating water table. This plant community has not been previously mapped on Denman Island.							
Disturbance Notes	Eastern edge of wetland has been historically infilled to increase development lot size. Invasive plants, especially <i>Rubus armeniacus</i> occur in high numbers in the eastern edge of the wetland.							
Anticipated Change/Succession								
Wildlife Observations								
Vegetation Species	Percent Cover (%)							Notes
	Main Canopy	Sub-Canopy	Tall Shrub Layer	Low shrub Layer	Herb Layer	Moss/Lichen Layer	Non-natives	
<i>Alnus rubra</i> (Red alder)	10	1						Multiple Dr with dead tops.
<i>Pseudotsuga menziesii</i> (Douglas-fir)	1							
<i>Thuja plicata</i> (Western redcedar)	1	1						
<i>Crataegus douglasii</i> (Black hawthorne)		>1						
<i>Sambucus racemose</i> (Red elderberry)			10					Patchy
<i>Rosa nutkana</i> (Nootka rose)			10					Patchy
<i>Rubus armeniacus</i> (Himalayan blackberry)							10	
<i>Carex obnupta</i> (Slough sedge)					60			

Table 8. Ecological inventory summary form, Polygon 4.

Polygon ID	4							
Ecological Community	Douglas-fir/dull Oregon-grape							
Classification	CDFmm/01							
Structural Stage	Young forest							
Status (BC List)	Red							
Photopoint(s)								
Ecological Community Description	Young second-growth Douglas-fir plantation. Even-aged stand located on relatively flat aspect.							
Disturbance Notes	Historically logged and replanted with Douglas-fir.							
Anticipated Change/Succession	The dense Douglas-fir canopy is limiting recruitment of understory species, resulting in a relatively low diversity of plant species. Diversity will likely improve as canopy trees die back, becoming more reflective of the typical species assemblage for this site series. Deer browse may restrict recruitment of some species.							
Wildlife Observations								
Vegetation Species	Percent Cover (%)							Notes
	Main Canopy	Sub-Canopy	Tall Shrub Layer	Low shrub Layer	Herb Layer	Moss/Lichen Layer	Non-natives	
<i>Pseudotsuga menziesii</i> (Douglas-fir)	15	40						
<i>Tsuga heterophylla</i> (Western hemlock)		1						
<i>Holodiscus discolor</i> (Oceanspray)			1					
<i>Vaccinium parvifolium</i> (red huckleberry)			>1					
<i>Mahonia nervosa</i> (dull Oregon-grape)				20				
<i>Daphne laureola</i> (Spurge-laurel)							1	
Moss sp.						70		

13 PHOTOGRAPHS



Photo 1: Representative photograph of plant community in the wetland area.



Photo 2: Representative photograph of plant community in the wetland area.



Photo 3: Representative photo of proposed site of development in previously cleared and burned area.



Photo 4: Representative photo of Polygon 2.



Photo 5: Representative photo of Polygon 2



Figure 6: Representative photo of Polygon 1.



Figure 7: Representative photograph of Polygon 4.



Photo 8: Mature Fd trees found along edges of eastern third of subject property.



Photo 9: Mature Fd trees found along edges of eastern third of subject property.



Photo 10: Culvert draining to the wetland from the municipal works yard to the north of the subject property.



Photo 11: Existing temporary structure to be removed before development.



Photo 12. Regional soils are of the Ronald type (moderately well-drained, gravelly loam overlaying gravelly clay loam). This was confirmed visually by inspecting upturned root balls of fallen trees on-site.



Photo 13. Example of fill material encroaching into the eastern edge of the wetland resulting from a previous phase of development.

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