



# Gabriola Island Local Trust Committee

## Regular Meeting Revised Agenda

Date: March 4, 2021  
Time: 10:30 am  
Location: Electronic Meeting

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	<b>Pages</b>
<b>1. CALL TO ORDER</b>	10:30 AM - 10:35 AM
"Please note, the order of agenda items may be modified during the meeting. Times are provided for convenience only and are subject to change."	
<b>2. APPROVAL OF AGENDA</b>	
<b>3. REPORTS</b>	10:35 AM - 11:05 AM
3.1. Trustee Reports	
3.2. Chair's Report	
3.3. Electoral Area Director's Report	
3.4. First Nation Reports	
<b>4. TOWN HALL</b>	11:05 AM - 11:15 AM
<b>5. MINUTES</b>	11:15 AM - 11:20 AM
5.1. Local Trust Committee Minutes dated January 21, 2021 – for adoption	4 - 13
5.2. Section 26 Resolutions-Without-Meeting - none	
5.3. Advisory Planning Commission Minutes - none	
<b>6. BUSINESS ARISING FROM MINUTES</b>	11:20 AM - 11:35 AM
6.1. Follow-up Action List dated February 23, 2021	14 - 17
<b>7. LOCAL TRUST COMMITTEE PROJECTS</b>	11:35 AM - 12:05 PM
7.1. Housing Options and Impacts Review Project - Development Potential Maps - Memorandum	18 - 20
7.2. Active Transportation Grant Project - verbal update	

**8. APPLICATIONS AND REFERRALS**

12:05 PM - 1:05 PM

- 8.1. GB-RZ-2020.1 (Gabriola Housing Society - GHS) - Housing Agreement - Staff Report 21 - 66
- 8.2. GB-TUP-2020.3 (Nassichuck & Griesdale) - Staff Report 67 - 107
- 8.3. Regional District of Nanaimo Referral - Initiation of Regional Growth Strategy Amendment for Nanaimo Airport Lands, - Request for Response 108 - 113

----- **BREAK 1:05 pm to 1:35 pm** -----

**9. DELEGATIONS - none**

**10. CORRESPONDENCE - none**

*(Correspondence received concerning current applications or projects is posted to the LTC webpage)*

**11. NEW BUSINESS - none**

**12. REPORTS**

1:35 PM - 1:55 PM

- 12.1. Climate Change Action Update
- 12.2. First Nations Relationship Building
- 12.3. Trust Conservancy Report dated January 26, 2021 114 - 116
- 12.4. Applications Report dated February 23, 2021 117 - 123
- 12.5. Trustee and Local Expense Report dated December, 2020 124 - 124
- 12.6. Adopted Policies and Standing Resolutions 125 - 127
- 12.7. Local Trust Committee Webpage

**13. WORK PROGRAM**

1:55 PM - 2:15 PM

- 13.1. Top Priorities Report dated February 23, 2021 128 - 128
- 13.2. Projects List Report dated February 23, 2021 129 - 132

**14. COMMUNITY INFORMATION MEETING**

2:15 PM - 2:45 PM

GB-RZ-2019.1 (BC Ferry Services Inc.)

- 14.1. Planner Presentation
- 14.2. Applicant Presentation
- 14.3. Question and Answer Session

**15. APPLICATIONS**

2:45 PM - 3:00 PM

15.1. GB-RZ-2019.1 (BC Ferry Services Inc.) - Staff Report

133 - 160

**16. CLOSED MEETING**

That the meeting be closed to the public in accordance with the Community Charter, Part 4, Division 3, s.90(2) (b) for the purpose of considering information received and held in confidence pertaining to government to government negotiations and that the recorder and staff attend the meeting.

**17. UPCOMING MEETINGS**

17.1. Next Regular Meeting Scheduled for Thursday, April 15, 2021 at 10:30 am via Zoom Electronic Meeting

**18. ADJOURNMENT**

3:00 PM - 3:00 PM



## Gabriola Island Local Trust Committee Minutes of Regular Meeting

**Date:** January 21, 2021  
**Location:** Electronic Meeting

**Members Present:** Dan Rogers, Chair  
 Kees Langereis, Local Trustee  
 Scott Colbourne, Local Trustee

**Staff Present:** Heather Kauer, Regional Planning Manager  
 Sonja Zupanec, Island Planner  
 Marnie Eggen, Island Planner  
 Ian Cox, Island Planner 1  
 Wil Cottingham, Administrative Assistant  
 Nadine Mourao, Recorder

**Others Present:** There were approximately eight (8) members of the public and one (1) member of the media in attendance.

### 1. CALL TO ORDER

*“Please note, the order of agenda items may be modified during the meeting. Times are provided for convenience only and are subject to change.”*

Chair Rogers called the meeting to order at 10:34 am, welcomed the public and introduced Trustees, Staff and Recorder. Chair Rogers, Trustee Colbourne and Trustee Langereis acknowledged that the meeting was being held in the territory of the Coast Salish First Nations.

### 2. APPROVAL OF AGENDA

**By general consent** the agenda was approved as amended.

#### 2.1 Resolution to Continue to Hold Electronic Meetings

##### **GB-2021-013**

##### **It was MOVED and SECONDED**

that in order to meet the principles of openness, transparency, and accessibility, meetings of the Gabriola Island Local Trust Committee will be held electronically until Ministerial Orders under the *Emergency Program Act* and requirements or recommendations under the *Public Health Act* change regarding public attendance at trust body meetings; and that such meetings be live streamed, and the public invited to participate in meetings by connecting to the link or the phone number provided in the meeting notice, in order to observe proceedings and speak when invited by the Chair.

**CARRIED**

### 3. REPORTS

### 3.1 Trustee Reports

Trustee Colbourne reported the following:

- Islands Trust Conservancy call for donations 'The Opportunity Fund' supporting the region's most urgent projects [www.islandstrustconservancy.ca/donate/please-help-our-campaigns/](http://www.islandstrustconservancy.ca/donate/please-help-our-campaigns/);
- [www.gabriolahousingmatters.ca](http://www.gabriolahousingmatters.ca) grown out of the Housing Options & Review Project, learn views, perspectives, and ideas about housing options and diversity on Gabriola; and
- Islands 2050: The Future of the Trust Area survey open from January 18 – February 5, 2021 [www.islandstrust.bc.ca/trust-council/projects/islands-2050/](http://www.islandstrust.bc.ca/trust-council/projects/islands-2050/)

Trustee Langereis reported the following and his attendance at the following meetings and events:

- Regional Planning Committee (RPC), noted funding from BC Healthy Water Initiative for the Freshwater Sustainability Study;
- Islands 2050 survey;
- The public is invited to complete a Budget 2021/22 online survey, send input via email, or present to Trust Council (TC) in March 2021 [www.islandstrust.bc.ca/budget/](http://www.islandstrust.bc.ca/budget/);
- Trust Programs Committee (TPC);
- Heritage preservation overlay mapping added to the Islands Trust Strategic Plan; and
- Review of the Islands Trust's governance, management, and operations in 2021.

### 3.2 Chair's Report

Chair Rogers reported the following:

- Selection of the Trust governance, management, and operations review committee has begun;
- Islands 2050 survey open, discussion at TC in March, and tentative TC Special Meeting late spring/early summer with proposed language to update the Trust Policy Statement;
- FPC, budget survey [www.islandstrust.bc.ca/budget/](http://www.islandstrust.bc.ca/budget/);
- Planning services review process unfolding for more efficient and effective project planning;
- Interested in sharing housing project information between trust areas to bring cohesion and increase learning; and
- Thanked Staff for all their help during these busy times.

### 3.3 Electoral Area Director's Report

Chair Rogers provided an overview of the report from Vanessa Craig, Regional District of Nanaimo (RDN) Electoral Area B, and noted the following:

- Committee of the whole meeting supported COVID relief grant funds to replace the portable at Rollo McClay field;
- RDN is currently going through an alternate approval process to determine if residents are in favour of RDN placing new electric vehicle charging stations in 10 locations across the RDN; and

- Windley Contracting has been demobilized for the winter and will return to work on Village Way in March 2021.

### 3.4 First Nation Reports

Thoughts are with Cowichan Tribes who are experiencing a Shelter in Place Order and to all First Nation communities, including Snuneymuxw First Nation.

## 4. TOWN HALL

No comments.

## 5. MINUTES

### 5.1 Local Trust Committee Minutes dated October 22, 2020 – for adoption

The following amendments to the minutes were presented for consideration:

- Page 4, delete 2<sup>nd</sup> bullet regarding grey water;
- Page 5, add the following bullets after last bullet ‘waiting for processing of water license’:
  - There was discussion on the proposal to replace the proposed definition of “affordable housing” in the Official Community Plan with a revised version of the current OCP definition that maintains the definition as a test of affordability with an increase to the family income threshold, which was not seconded;
  - There was discussion on the proposal to amend the proposed definition of “multiple family affordable housing” in the Official Community Plan by adding the intended occupants for the housing which was not seconded. Staff noted that definitions do not usually include users;
  - There was discussion on the proposal to add a new provision in the Multi-Dwelling Affordable Housing zone in the Gabriola Land Use Bylaw which limited development to 50% of the lot size but allowed specific sewage disposal lines in the protected area under certain conditions, which was not seconded; and
  - There was discussion on the proposal to add two provisions in the Multi-Dwelling Affordable Housing zone in the Gabriola Land Use Bylaw requiring (a) a water management plan and (b) a rainwater catchment system with sufficient storage capacity for outdoor use, which was not seconded.

**By general consent** the Local Trust Committee meeting minutes of October 22, 2020 were adopted as amended.

### 5.2 Local Trust Committee Special Meeting Minutes dated December 10, 2020 - for adoption

The following amendments to the minutes were presented for consideration:

- Page 4, 2<sup>nd</sup> bullet, delete comments after ‘May need public funding to reduce development costs’.

**By general consent** the Local Trust Committee Special Meeting Minutes of December 10, 2020 were adopted as amended.

**5.3 Local Trust Committee minutes dated November 26, 2020 – for adoption**

**By general consent** the Local Trust Committee Meeting Minutes of November 26, 2020 were adopted.

**5.4 Local Trust Committee Public Hearing Record dated January 7, 2021 - to be distributed**

Received.

**5.5 Local Trust Committee Special Meeting Minutes dated January 7, 2021 - to be distributed**

The following amendments to the minutes were presented for consideration:

- Page 2, 6<sup>th</sup> bullet, replace ‘interested in taking out and moving to the HA’ with ‘interested in taking out of the HA and moving to the OCP’; and
- Page 2, 11<sup>th</sup> bullet, change ‘with due process’ to ‘with agreement between the parties’.

**By general consent** the Local Trust Committee meeting minutes of Jan 7, 2021 were adopted as amended.

**5.6 Section 26 Resolutions-Without-Meeting Report dated January 12, 2021**

Received.

**5.7 Housing Advisory Planning Commission Minutes dated December 17, 2020 - for receipt**

Received.

**6. BUSINESS ARISING FROM MINUTES**

**6.1 Follow-up Action List dated January 12, 2021**

Received.

**6.2 Public Participation Guidelines**

**6.2.1. Guidelines presented at November 26, 2020 Meeting**

Chair Rogers provided an overview of guidelines for public participation during LTC meetings.

**6.2.2. Guidelines with Suggested Changes - Trustee Langereis - for discussion**

Trustee Langereis provided guidelines with suggested changes for clarity.

Discussion ensued and the following was noted by Trustees:

- Interested in Delegations by individuals or community groups that would like to present to the LTC about a topic not on the current agenda. If the public would like to speak to an application on the agenda or other agenda item then they may speak at Town Hall; and
- Would like public participation in person and by ‘electronically’ which includes phone and other options.

**GB-2021-014**

**It was MOVED and SECONDED**

that the Gabriola Island Local Trust Committee adopt the Guidelines for Public Participation During Local Trust Committee Meetings, as amended, with the following change: ‘Applicants are permitted to participate “electronically”’ rather than by “phone”.

**CARRIED**

**7. APPLICATIONS, REFERRALS AND BYLAWS**

**7.1 GB-SUB-2017.2 (Henning/Kuprowsky) - Staff Report**

Planner Eggen provided an overview of the report which asked Trustees to consider acceptance of a covenant and designate the Chair and one Trustee to sign the covenant.

**GB-2021-015**

**It was MOVED and SECONDED**

that the Gabriola Island Local Trust Committee accept a covenant, under Section 219 of the *Land Title Act* for the purposes of prohibiting increased residential density on the subject lots (PID: 009-739-602; PID 000- 105-287) and authorize the Chair and one other member of the Local Trust Committee as signatories to the covenant, in respect of subdivision application GB-SUB-2017.2.

**CARRIED**

**By general** consent the meeting was recessed at 11:48 am and reconvened at 11:54 am.

**7.2 GB-RZ-2019.1 (BC Ferries) - Memorandum - to be distributed**

**By general** consent the meeting was recessed at 12:35 pm and reconvened at 1:09 pm.

Trustee Colbourne declared that he had a conflict of interest with the upcoming item, due to the fact that he would like to facilitate safe discussions with Snuneymuxw First Nations.

Trustee Colbourne left the meeting at 1:09 pm.

Planner Zupanec provided a summary to facilitate discussion and noted the following:

- Snuneymuxw First Nations submitted a confidential letter with concerns about proposed terminal development on the Gabriola side; and
- Staff and Trustees have made efforts to address and have additional meetings, however, these have been suspended due to pandemic realities.

Discussion ensued and the following key points were noted by Trustees:

- Have been unable to speak with Snuneymuxw First Nations regarding their concerns due to recent Shelter in Place Order;
- Will reach out to Snuneymuxw First Nations for comments and/or meeting;
- Interested in scheduling Community Information Meeting (CIM), which is not a decision making meeting, while simultaneously reaching out to Snuneymuxw First Nations;

- Official Community Plan (OCP) amendments have to be signed by the Minister of Municipal affairs, this requires an understanding of consultation in relation to the OCP amendment and impacts to local indigenous rights, consultation is a required process; and
- First Nations Reconciliation Declaration obliges LTC to consider their relationship with First Nations and embody reconciliation.

John Steil, Loriena Melnick, Steve Mayall and David Hendry, BC Ferries representatives noted:

- Provided an overview of BC Ferries terminal development process;
- BC Ferries have two new ferries under construction to improve service to Gabriola, hard to manage process with high degree of uncertainty regarding their application;
- BC Ferries have submitted application with additional reports and community consultation;
- Concerned with delay in application which is affecting terminal development plans;
- Asked for clarification on what are the specific concerns related to their project;
- Requested clarity about path forward and timeline;
- First nations have been consistently informed and engaged with, as part of their terminal redevelopment process, will provide record to the LTC;
- Have not received any First Nations technical concerns in relation to the terminal development plan;
- First Nations concerns received by BC Ferries linked to issues with the Crown upholding historical treaty relationships; and
- BC Ferries is making a concerted effort to build and strengthen relationships with First Nations.

7.2.1 Letter dated December 1, 2020 from BC Ferry Services Inc.

Received.

7.2.2 Letter dated December 15, 2020 from Stantec Consulting Ltd.

Received.

**GB-2021-016**

**It was MOVED and SECONDED**

that the Gabriola Local Trust Committee request Staff to hold a Community Information Meeting on March 4, 2021 regarding GB-RZ-2019.1 (BC Ferries) on the understanding that consultation with Snuneymuxw First Nation is critical to further advancement of this application.

**CARRIED**

**Trustee Colbourne not present**

**GB-2021-017**

**It was MOVED and SECONDED**

that the Gabriola Local Trust Committee request Staff endeavour to meet with Snuneymuxw First Nation to further understand their concerns regarding GB-RZ-2019.1 (BC Ferries).

**CARRIED**

**Trustee Colbourne not present**

**GB-2021-018**

**It was MOVED and SECONDED**

that the Gabriola Local Trust Committee request BC Ferries provide an update on all efforts of consultation with Snuneymuxw First Nations regarding GB-RZ-2019.1 (BC Ferries).

**CARRIED**

**Trustee Colbourne not present**

Trustee Colbourne returned to the meeting at 1:49 pm.

**7.3 GB-RZ-2020.1 (Gabriola Housing Society)**

**7.3.1 Bylaw No. 306 and 307 - verbal update**

Chair Rogers noted that Bylaw No.306 and 307 were approved by the Executive Committee at their meeting January 13, 2021 and Bylaw No. 306 will be sent to Minister of Municipal Affairs and Housing BC for approval.

**7.3.2 Bylaw No. 308 - for update and discussion**

Waiting for legal review.

**8. LOCAL TRUST COMMITTEE PROJECTS**

**8.1 Project Management Presentation**

Planning Manager Kauer provided a PowerPoint presentation regarding project management and noted the following points:

- New long range planning team (name not finalized) will work through their current project portfolio first and then move onto new long term projects;
- Provided an overview of projects and planner commitments, timelines, breakdown of planner work, meeting management, comparative snapshots etc.;
- Northern planning team can support eight projects at four hours per week of work on each project; and
- Trust wide, if no more projects were added and planners worked on three projects each, it would take a minimum of six years to complete current projects.

Discussion ensued and the following points were noted:

- Supported finding a different way to prioritize projects and expectations of how long project completion takes;
- Efficiencies may be found between trust areas by: sharing toolkits, consistencies in OCPs, policy sequential numbering, and consistencies on how OCP and Land Use Bylaws (LUB) are reviewed and amended;
- Trustees responsible for some workload by initiating bylaw amendments; and
- Interested in prioritizing Gabriola's OCP review.

**8.2 Ecological Protection Zone - Staff Report**

Planner Cox summarized the report which asked the LTC to consider amending the Project Charter and draft bylaws to create an Ecological Protection Zone (EPZ) and rezone Burren's Acres and Elder Cedar Nature Reserve using EPZ designation, draft

bylaws for LTC, RDN and The Nature's Trust (TNT) per the current Project Charter V.3, or proceed no further with the project at this time.

Discussion ensued and the following was noted by Trustees:

- Burren's Acres and Elder Cedar Nature Reserve are provided ecological and biodiversity protection under current zoning;
- Interested in establishing EPZ with potential that there may be a new park where zoning would be appropriate;
- Supported tax implication issue being clarified; and
- Interested in moving forward with Coastal Douglas Fir Protection project and investigating Salt Spring Island's project.

**GB-2021-019**

**It was MOVED and SECONDED**

that the Gabriola Island Local Trust Committee request Staff to remove "Development of an Ecological Protection Zone" from the Top Priorities List and place it on the Gabriola Island Local Trust Committee Projects List.

**CARRIED**

**GB-2021-020**

**It was MOVED and SECONDED**

that the Gabriola Island Local Trust Committee request Staff to contact the Salt Spring Island Local Trust office and investigate options for adapting its Coastal Douglas Fir Protection Project for Gabriola Island.

**CARRIED**

**8.3 Housing Options and Impacts Review Project - verbal update on Gabriola Housing Working Group Activities**

Planner Zupanec provided an update on the Gabriola Housing Working Group's activities and thanked them for all their hard work. Encouraged everyone to visit

[www.gabriolahousingmatters.ca](http://www.gabriolahousingmatters.ca)

**9. DELEGATIONS - none**

**10. CORRESPONDENCE**

*(Correspondence received concerning current applications or projects is posted to the LTC webpage)*

**10.1 Letter dated November 20, 2020 from Gabriola Agricultural Co-op regarding Proposed Bylaw No. 303 and Issues on Land Use for Cannabis Production**

Received.

**11. NEW BUSINESS**

**11.1 Housing Advisory Planning Commission Terms of Appointment - for decision**

**GB-2021-021**

**It was MOVED and SECONDED**

that the Gabriola Island Local Trust Committee request Staff to:

- a) send letters to members of the Gabriola Housing Advisory Planning Commission, whose terms will expire on April 11, 2021, thanking them for their participation and inviting their expressions of interest for reappointment for another 2 year term; and
- b) advertise for public expressions of interest for new members to the Gabriola Housing Advisory Planning Commission.

**CARRIED**

**11.2 Draft Gabriola Build Out Map 2021 - verbal update and demonstration**

Planner Zupanec provided a demonstration of the Draft Gabriola Build Out Map and noted the following points:

- Public will be able to access final version online in an interactive mapping format;
- Layers of map included: steep slopes, thin shoreline, aquifer vulnerability for salt water intrusion, zoning, building footprints, protected areas, Agricultural Land Reserve, subdivision potentials, vacant lots etc.; and
- Non static option for information to be displayed and printable.

**11.3 Procedures for Discussing and Recording Motions in Minutes - for discussion**

Trustees noted their agreement that motions may or may not be seconded.

**12. REPORTS**

**12.1 Climate Change Action Update**

Received.

**12.2 First Nations Relationship Building**

Received.

**12.3 Trust Conservancy Report dated November 24, 2020**

Received.

**12.4 Applications Report dated January 12, 2021**

Received.

**12.5 Trustee and Local Expense Report dated October, 2020**

Received.

**12.6 Adopted Policies and Standing Resolutions**

Received.

**12.7 Local Trust Committee Webpage**

No updates requested.

**13. WORK PROGRAM**

**13.1 Top Priorities Report dated January 12, 2021**

Discussion ensued regarding Cannabis Production and Trustees noted:

- Interested in moving project to Top Priorities as much of the work has been done on the project and it is at 2<sup>nd</sup> reading; and
- Trustee Colbourne noted opposition to putting Cannabis Production on the Priorities List as he would like to concentrate on a project with more impact.

**GB-2021-022**

**It was MOVED and SECONDED**

that the Gabriola Island Local Trust Committee request Staff to move Cannabis Production to the Top Priorities List.

**CARRIED**  
**Trustee Colbourne Opposed**

**13.2 Projects List Report dated January 12, 2021**

Received.

**14. CLOSED MEETING - none**

**15. UPCOMING MEETINGS**

**15.1 Next Regular Meeting Scheduled for Thursday, March 4, 2020 at 10:30 am at -  
Location to be determined**

**16. ADJOURNMENT**

**By general consent** the meeting was adjourned at 3:21 pm.

\_\_\_\_\_  
Dan Rogers, Chair

Certified Correct:

\_\_\_\_\_  
Nadine Mourao, Recorder



## Follow Up Action Report

### Gabriola Island

#### 16-May-2019

Activity	Responsibility	Dates	Status
1 GB-DVP-2019.1 (Huxley Park) - LTC waived requirement for BCLS survey; issued DVP subject to receipt of a planting plan to mitigate tree loss/reduction in area for tree removal and reduction in parking area (see resolution from minutes). Staff to follow up with RDN on submission requirements and issuance of DVP.	Becky McErlean Bronwyn Sawyer		In Progress

#### 11-Jul-2019

Activity	Responsibility	Dates	Status
1 Ecological Protection Zone bylaw drafts Pending feedback from RDN/TNT/IT staff to staff meeting.	Ian Cox		Completed

#### 28-Nov-2019

Activity	Responsibility	Dates	Status
1 LTC approved issuance of GB-DVP-2017.1 conditional upon registration of a restrictive covenant and registration of a S. 32 HCA notice on title. (Awaiting registration of covenant and HCA notice)	Becky McErlean Ian Cox		In Progress
2 LTC approved issuance of GB-DP-2017.2 following issuance of GB-DVP-2017.1 (Awaiting registration of covenant and HCA notice)	Becky McErlean Ian Cox		In Progress



# Follow Up Action Report

## Gabriola Island

### 10-Sep-2020

Activity	Responsibility	Dates	Status
<p>1 Gabriola Temporary Use Permit template for short term vacation rentals, Condition #6 be amended to require proof from the Gabriola Fire Department that the building being used for the vacation rental meets the fire code. Staff to update the TUP checklist accordingly.</p>	Heather Kauer		In Progress
<p>2 GB LTC resolution to purchase a subscription to the Welcome Wagon up to \$100. <i>'Welcome Wagon' replaced by new business 'Welcome Home'. No cost to businesses to participate. TAS advised updated Islands Trust brochures coming in Spring 2021 and asked we hold off distribution of information to GB newcomers until new printed material is available.</i></p>	Wil Cottingham		In Progress

### 26-Nov-2020

Activity	Responsibility	Dates	Status
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## Follow Up Action Report

### Gabriola Island

#### 26-Nov-2020

Activity	Responsibility	Dates	Status
<p>1 GB-RZ-2020.1 (GHS) Proposed Bylaw No. 308 (Housing Agreement) given First Reading. - done</p> <p>Postpone PH to January 7, 2021 to start at 10am with a special meeting 3hrs after the close of the hearing and notify public.</p> <p>CIM on December 10 at 6pm and to be for BL 306, 307 and 308. Notify public. - done</p> <p>Staff report recommendations 3 and 4 passed by LTC. - done.</p> <p>LTC request applicant submit approved water licence prior to final reading of BL 306 and 307</p>	<p>Becky McErlean Jaime Dubyna</p>		In Progress
<p>2 Staff to prepare a draft letter from the LTC regarding annual updates to First Nations. For review by LTC in January.</p> <p><i>Sent February 8, 2021.</i></p>	<p>Sonja Zupanec Wil Cottingham</p>		Completed

#### 21-Jan-2021

Activity	Responsibility	Dates	Status
<p>1 Staff to amend the draft public participation guidelines in the Jan 21, 2021 agenda package (as per Trustee Langeries submission) by replacing the words 'by phone' with 'by electronic participation' and post to the Gabriola webpage. LTC has endorsed this version to be used for the GB LTC.</p>	<p>Wil Cottingham</p>		Completed



## Follow Up Action Report

### Gabriola Island

#### 21-Jan-2021

Activity	Responsibility	Dates	Status
2 GB-SUB-2017.2 - covenant accepted by the LTC and have assigned chair and one trustee as signatories.	Becky McErlean Marnie Eggen		In Progress
3 GB-RZ-2019.1 (BC Ferries) - staff to schedule a CIM during the March 4 regularly scheduled business meeting; continue with efforts to connect with Snuneymuxw to discuss issues related to proposed redevelopment of the ferry terminal.	Becky McErlean Sonja Zupanec		In Progress
4 Remove Top Priority Project #2 (Ecological Protection Zone) and put on projects list; replace with Cannabis Regulations project.	Sonja Zupanec		Completed
5 Staff to advertise for expressions of interest for the HAPC; write to the current members thanking them for their contributions and requesting for expressions of interest if they wish to be re-appointed for another term.	Penny Hawley		In Progress



DATE OF MEETING: March 4, 2021  
TO: Gabriola Island Local Trust Committee  
FROM: Sonja Zupanec, Island Planner  
Northern Team  
SUBJECT: Development Potential Mapping for the Gabriola Housing Options and Impacts Review Project

## PURPOSE

The purpose of this memorandum is to update the Local Trust Committee (LTC) on the status of the 'Development Potential' mapping project, which is a deliverable of the larger 'Gabriola Housing Options and Impacts Review (HOIR) Project'.

## DEVELOPMENT POTENTIAL MAPPING LAYERS

Planning staff have been working with the mapping department to upload new online MAP IT data layers which are intended to complement the existing Gabriola Island datasets available for the general public. The new data will address some of the anticipated research goals of the HOIR project as well as the current work of the 'Gabriola Housing Working Group', who are expected to provide the LTC with recommendations on possible next steps in the HOIR project by April 2021.

Preliminary analysis has commenced on projected build out of the island by the Gabriola Housing Working Group volunteers under a variety of growth projection scenarios. The following layers of data have been compiled as of February 2021:

- Number of vacant lots (BC Assessment data)
- Subdivision potential (based on minimum average lot size requirements from Land Use Bylaw)
- Number of lots 2 hectares or larger with zoning that permits one secondary suite
- Forest cover classification
- Areas of aquifer vulnerability due to high risk of saltwater intrusion

Data sources for each layer will be publicly available in information tabs. An example of a printed, PDF map that can be produced from the online system is included in Attachment 1. A short demonstration of the mapping will be shared during the March 4, 2021 regular business meeting.

## SUMMARY AND NEXT STEPS

The data can be made publicly available online by mid-March under the existing MAP IT application on the Islands Trust website. Planning staff can work with agencies such as BC Assessment and the Regional District of Nanaimo building department to provide the LTC with up to date figures related to the number of secondary suites currently constructed; the number of vacant lots with a valid building permit for a dwelling, and other relevant analysis deemed necessary for the HOIR project to advance this spring.

Attachment:

1. Gabriola Draft Development Potential Map 2021


Submitted By:	Sonja Zupanec, RPP, MCIP, Island Planner	February 23, 2021
Concurrence:	Heather Kauer, RPP, MCIP, Regional Planning Manager	February 23, 2021


# Gabriola Island Development Potential - 2021


## DRAFT




**5** Potential Number of Additional Lots

 Protected Area  
(park, nature reserve, protected marine area)

 Agriculture Land Reserve

 Building Footprints

 Vacant Lots on Private Lands

 Crown Property

 Private Property

 Water Bodies

 Water Courses

Total number of vacant lots  
490

Total number of lots with subdivision potential  
55

# of additional lots if all were subdivided under existing zoning regulations  
158

# of parcels larger than 2 ha in size in SRR, LRR, RR1, RR2, R, F & AG zones, permitted secondary suites  
636

Building Footprints Data Source:  
Aeroquest Mapcon Ltd: Existing imagery from various sources was used to collect and classify building polygons. Compilation of available orthophotos (2013-2015)

Vacant Lots Data Source:  
BC Assessment Authority data delivery collected on February 3 2021

Data for the potential number of additional lots is based on the minimum average lot size for each zone, in the Gabriola Island Land Use Bylaw.





File No.: GB-RZ-2020.1 (Gabriola Housing Society)

DATE OF MEETING: March 4, 2021

TO: Gabriola Island Local Trust Committee

FROM: Jaime Dubyna, Planner 2  
Northern Team

SUBJECT: **Proposed Bylaw 308 (Housing Agreement) for application GB-RZ-2020.1 (Gabriola Housing Society)**

Applicant: Gabriola Housing Society

Location: LOT 1 SECTION 19 GABRIOLA ISLAND NANAIMO DISTRICT PLAN EPP11544 (PID 028-580-095); and  
LOT 2 SECTION 19 GABRIOLA ISLAND NANAIMO DISTRICT PLAN EPP11544 (PID 028-580-109)

## RECOMMENDATION

1. That the Gabriola Island Local Trust Committee Bylaw No. 308, cited as “Gabriola Island Housing Agreement Bylaw No. 308, 2020”, be amended as follows:

- a. Article 1, Clause a – Definitions, be amended by removing “Maximum Monthly Rent” in its entirety;
- b. Article 1, Clause b – Agreement over the Lands, be amended by adding a new item iv, which states:

“it will design and construct only triplexes and duplexes on the Lands, unless an Affordable Housing Funder requires a different configuration of the Affordable Housing Units”;

- c. Article 1, Clause b – Agreement over the Lands, be amended by adding a new item v, which states:

“the Lands must not be used or occupied for residential purposes and no building or structure may be constructed on the Lands, until the buildings have been designed to meet the performance requirements of the BC Energy Step Code 3 energy efficiency standards, under the British Columbia Building Code established by the British Columbia Building Code Regulation, B.C. Reg. 264/2012 (the “Performance Standards”). The Owner shall provide to the Trust Committee a Compliance Report, from a certified energy advisor, that the building has been constructed and is operating in accordance with the Performance Standard, unless an Affordable Housing Funder requires a different energy performance target”;

- d. Article 1, Clause b – Agreement over the Lands, be amended by adding a new item vi, which states:

**“the development on the Lands will be constructed with a Type 3 advanced secondary treatment sewerage system, or equivalent alternative as approved by the Affordable Housing Funder, that meets similar performance criteria”;**

- e. **Article 1, clause d – Rental Rates, be amended by removing “it will”;**
  - f. **Article 1, clause d – Rental Rates, be amended by removing item i in its entirety and replacing it with the following:**

**“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”;**
  - g. **Article 1, clause d – Rental Rates, item ii be amended by adding “it will” before “not require”, adding “system” after “septic”, and removing “parking”;**
  - h. **Article 1, clause e – Affordable Market Unit, be amended by replacing the title “Affordable Market Units” with “Affordable Housing Units”;**
  - i. **Article 1, clause e – Affordable Market Unit, be amended by adding a new item ii, which states:**

**“[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 Gabriola public an opportunity to assist the Owner in limiting the number of Affordable Market Units to 30%”;**
  - j. **Article 1, clause i – No Transfer, be amended by adding “, or the Provincial Rental Housing Corporation” after “affordable housing”, and by removing the second sentence in its entirety;**
  - k. **Article 1, clause v – Amendment and Termination, be amended by removing “and Termination” from the title;**
  - l. **Article 1, clause dd – Joint Venture, be amended by replacing “Society” with “Owner”;**
  - m. **Schedule A – Owner Statutory Declaration, clause 5 be amended by adding “or sublet” following “vacation rental”;**
  - n. **Schedule B – Definition of a Qualified Occupant, be amended by adding a new clause e which states:**

**“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)”;**
  - o. **Schedule B – Definition of a Qualified Occupant, be amended by removing “or d” after “a, b, c” and replacing it with “, d or e”.**
- 2. That the Gabriola Island Local Trust Committee Bylaw No. 308, cited as “Gabriola Island Housing Agreement Bylaw No. 308, 2020”, be read a second time, as amended.**

3. That the Gabriola Island Local Trust Committee Bylaw No. 308, cited as “Gabriola Island Housing Agreement Bylaw No. 308, 2020”, be read a third time.
4. That Gabriola Island Local Trust Committee Bylaw No. 308, cited as “Gabriola Island Housing Agreement Bylaw No. 308, 2020”, be forwarded to the Secretary of the Islands Trust for approval by the Executive Committee.
5. That the Gabriola Island Local Trust Committee request the applicant provide planning staff prior to consideration of final reading of proposed Bylaw Nos. 306 and 307, with a letter of undertaking from the applicant’s solicitor to register the Section 219 restrictive covenant Housing Agreement on title of the subject properties.

## REPORT SUMMARY

The purpose of this report is for the Gabriola Island Local Trust Committee (LTC) to consider amendments to proposed Bylaw No. 308 (Housing Agreement) for application GB-RZ-2020.1.

Staff are recommending that the LTC accept the proposed amendments to the Housing Agreement, give the proposed bylaw second and third reading, and forward the bylaw to the Islands Trust Executive Committee for approval.

Staff are recommending that the LTC require a letter of undertaking from the applicant’s solicitor to register the restrictive covenant to the title of the subject properties, prior to final reading of proposed Bylaws No. 306 (OCP) and 307 (LUB).

## BACKGROUND

The proposed Bylaw No. 308 (Housing Agreement) received first reading at the November 26, 2020 LTC regular business meeting:

### **GB-2020-098**

**It was MOVED and SECONDED,**

that the Gabriola Island Local Trust Committee Bylaw No. 308, cited as ‘Gabriola Island Housing Agreement Bylaw No. 308, 2020’, be read a first time.

**CARRIED**

At the December 10, 2020 LTC special meeting, the LTC passed the following resolutions:

### **GB-2020-106**

**It was MOVED and SECONDED,**

that the Gabriola Island Local Trust Committee request that staff forward the submission from Trustee Langereis concerning possible amendments and queries regarding the Draft Housing Agreement appended to Bylaw No. 308 to legal counsel for review and comment.

**CARRIED**

Since that meeting, staff forwarded the LTC’s proposed amendments to the Housing Agreement to the applicant for review and comment. Staff are recommending the amendments based on the advice provided by Islands Trust legal counsel.

Staff reports and associated information for the rezoning application GB-RZ-2020.1 (Gabriola Housing Society) are available on the Islands Trust Website under Gabriola Island, [Current Applications](#).

## ANALYSIS

### Issues and Opportunities

#### ***Proposed Bylaw No. 308 (Housing Agreement) Amendments***

In the [staff report](#) dated November 26, 2020, staff recommended to the LTC that the applicant be requested to provide an approximation of the number or percentage of units that will be “affordable market units” in the draft housing agreement. Staff had noted that by placing no restriction on the number of “affordable market units” to be provided, there is a risk that all units could become market units. However, the applicant has noted that they are required to meet housing funders/funding program requirements for the split of units. For example, the BC Housing Community Housing Fund’s rent structure is as follows:

- 20% Deep Subsidy;
- 50% Rent Geared to Income;
- 30% Affordable Market Rent.

At the November 26, 2020 LTC meeting, the applicant had indicated their preference to not include a number or percentage of “affordable market units” in the housing agreement, to allow them flexibility in meeting housing funders/funding program requirements. It was noted that placing a number or percentage of market units in the housing agreement could limit the potential for funding opportunities.

The proposed new clause e.ii would require that 30% of the units be affordable market units, with an option to adjust this number to meet housing funder requirements. The applicant has included in the proposed new clause e.ii a requirement to inform the LTC and provide the LTC and the Gabriola community with an opportunity to assist with limiting the number of affordable market units to 30%. The applicant has provided details on the proposed new clause e.ii in the letter dated February 22, 2021, in Attachment 5.

Proposed amendments and queries submitted by the LTC (referenced in LTC resolution GB-2020-106) are provided in Attachment 2.

Table 1 provides further details of the proposed amendments to the Housing Agreement.

**Table 1.**

Section of Housing Agreement	1 <sup>st</sup> Reading	Proposed Amendment	Staff Comments
Article 1, clause a	Definition for “Maximum Monthly Rent” included.	Remove in its entirety.	Trustee proposed amendment.  Term not used elsewhere in Housing Agreement.
Article 1, clause b	n/a	Add new item iv:  <b>it will design and construct only triplexes and duplexes on the Lands, unless an Affordable Housing Funder requires a different</b>	Trustee proposed amendment.  Aligns with the intent of Section D.1.4.1 and D.1.4.2, which permit “multiple family” and

		<b>configuration of the Affordable Housing Units;</b>	<p>“two family” residential use and dwellings, in proposed Bylaw No. 307 (LUB).</p> <p>Application proposes triplexes, with the option for a mix of triplex or duplex buildings to meet funder requirements (if required).</p>
Article 1, clause b	n/a	<p>Add new item v:</p> <p><b>the Lands must not be used or occupied for residential purposes and no building or structure maybe constructed on the Lands, until the buildings have been designed to meet the performance requirements of the BC Energy Step Code 3 energy efficiency standards, under the British Columbia Building Code established by the British Columbia Building Code Regulation, B.C. Reg. 264/2012 (the “Performance Standards”). The Owner shall provide to the Trust Committee a Compliance Report, from a certified energy advisor, that the building has been constructed and is operating in accordance with the Performance Standard, unless an Affordable Housing Funder requires a different energy performance target;</b></p>	<p>Trustee proposed amendment.</p> <p>The applicant has stated their intent to target Step 4 of the BC Energy Step Code, with Step 3 as the minimum standard to be met.</p>
Article 1, clause b	n/a	<p>Add new item vi:</p> <p><b>the development on the Lands will be constructed with a Type 3 advanced secondary treatment sewerage system, or equivalent alternative as approved by the Affordable Housing Funder, that meets similar performance criteria.</b></p>	<p>Trustee proposed amendment.</p> <p>The applicant has stated their intent to install a Type 3 system with UV treatment.</p>

Article 1, clause d	The Owner covenants and agrees that <b>it will:</b>	The Owner covenants and agrees that:	Correction.
Article 1, clause d	<b>i. not charge any tenant a monthly rent, exclusive of utilities, that is greater than 30% of the monthly Household Income of all occupants of the Affordable Housing Unit, except in the case of an Affordable Market Unit;</b>	<b>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;</b>	Trustee proposed amendment.
Article 1, clause d	ii. not require any tenant under a Tenancy Agreement to pay any extra charges or fees for use of any well or septic, or property taxes. For clarity, this limitation does not apply to <b>parking</b> , cablevision, telecommunications, laundry, or gas or electricity utility fees or charges;	ii. <b>it will</b> not require any tenant under a Tenancy Agreement to pay any extra charges or fees for use of any well or septic <b>system</b> , or property taxes. For clarity, this limitation does not apply to cablevision, telecommunications, laundry, or gas or electricity utility fees or charges;	Applicant proposed amendments.
Article 1, clause e	<b>e. Affordable Market Unit</b>	<b>e. Affordable Housing Units</b>	Correction.
Article 1, clause e	n/a	Add new item ii (2 options): <i>Option 1:</i> <b>[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 Gabriola public an opportunity to assist the Owner in limiting the number of Affordable Market Units to 30%.</b> <i>Option 2:</i> <b>[will] not include more than 30% of the Affordable Housing Units as Affordable Market Units unless necessary to meet the requirements of an</b>	Trustee proposed amendment.  This clause would specify the percentage of affordable housing units that will be available for market rents (30%). The applicant is required to meet housing funder requirements, and may be required to adjust this from time to time.  For option 1, see applicant letter dated February 22, 2021 in Attachment 5.  Option 2 presented as an alternative.

		<b>Affordable Housing Funder and the Trust Committee approves any such increase to the number of Affordable Market Units available for rent under this section.</b>	
Article 1, clause i	i. No Transfer – The Owner must not transfer the Lands, other than to another non-profit organization or society incorporated under the <i>Societies Act</i> , having as its objective the management of affordable housing. <b>The Local Trust Committee must approve any transfer prior to its finalization.</b>	i. No Transfer – The Owner must not transfer the Lands, other than to another non-profit organization or society incorporated under the <i>Societies Act</i> , having as its objective the management of affordable housing, <b>or the Provincial Rental Housing Corporation.</b>	Trustee query regarding transfer of Lands to BC Housing (a Crown agency).  In support of BC Housing’s implementation of government policy and direction, the Provincial Rental Housing Corporation (PRHC) may buy, hold and dispose of Provincially owned social housing properties, and lease residential properties to non-profit societies and co-operatives.  Staff note it is unclear whether the LTC has the authority for <u>final</u> approval of any land transfer.
Article 1, clause v	v. Amendment <b>and Termination</b>	v. Amendment	Trustee proposed amendment.  Clause does not include language related to “termination”.
Article 1, clause dd	dd. Joint Venture – Nothing in this Agreement shall constitute the <b>Society</b> 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.	dd. Joint Venture – Nothing in this Agreement shall constitute the <b>Owner</b> 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.	Trustee proposed amendment.  Correction.
Schedule A, Number 5	5. At no time during the last year were any of the Affordable Housing Units used as a short-term vacation rental.	5. At no time during the last year were any of the Affordable Housing Units used as a short-term vacation rental <b>or sublet.</b>	Trustee proposed amendment.  Aligns with Article 1, clause c.iv of Housing Agreement.

Schedule B, clause e	n/a	Add new clause e: <b>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),</b>	Trustee proposed amendment.  In accordance with the Islands Trust Council Reconciliation Declaration, and in consideration of the recommendations set out in the Final Report of the National Inquiry into Missing and Murdered Indigenous Women and Girls and 231 Calls for Justice.
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Proposed amendments to proposed Bylaw No. 308 (Housing Agreement) are shown in the “track changes” version in Attachment 3; a consolidated version is provided in Attachment 4.

### Application Process Steps and Timing

The following timeline outlines the rezoning application GB-RZ-2020.1 process milestones to date along with next steps and the approximate timing (current steps shown in blue):



### Rationale for Recommendation

In response to LTC requests, staff have worked with the applicant and Islands Trust legal counsel to amend the Housing Agreement. Based on legal counsel’s advice, staff are recommending that the proposed amendments to proposed Bylaw No. 308 (Housing Agreement) as presented be approved.

Staff recommendations are found on Page 1 through 3 of the staff report.

## ALTERNATIVES

### 1. Further amendments to the Housing Agreement

If the LTC wishes to make further amendments to the Housing Agreement, then the LTC should provide proposed amendments to staff. Staff can then present the amendments to the applicant and Islands Trust legal counsel, and present revised amendments to the LTC at a later date. Recommended wording is as follows:

*That the Gabriola Island Local Trust Committee request that staff forward possible amendments to the Housing Agreement appended to Bylaw No. 308 to legal counsel for review and comment.*

## NEXT STEPS

If the LTC agrees with staff's recommendations, the Housing Agreement will be amended, proposed Bylaw No. 308 will be given second and third reading, and forwarded to the Islands Trust Executive Committee for approval.

Final adoption of the proposed Bylaw Nos. 306 (OCP) and 307 (LUB) will be conditional upon receipt of a letter of undertaking from the applicant's solicitor that the S. 219 restrictive covenant Housing Agreement will be registered on title of the subject properties.

At the time of final adoption of the proposed bylaws (306, 307 and 308), the LTC will be asked to accept the covenant and designate the Chairperson and one other LTC member to sign.

Submitted By:	Jaime Dubyna Planner 2	February 18, 2021
Concurrence:	Heather Kauer, RPP, MCIP, AICP Regional Planning Manager	February 22, 2021

## ATTACHMENTS

1. Proposed Bylaw No. 308 (Housing Agreement)
2. Trustee Langereis proposed amendments to Housing Agreement (LTC resolution GB-2020-106)
3. Proposed Amendments to Housing Agreement (track changes version)
4. Proposed Amendments to Housing Agreement (consolidated version)
5. Gabriola Housing Society correspondence to LTC, dated February 22, 2021

# PROPOSED

## GABRIOLA ISLAND LOCAL TRUST COMMITTEE BYLAW NO. 308

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### A BYLAW TO AUTHORIZE A HOUSING AGREEMENT

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WHEREAS the Gabriola Island Local Trust Committee is the Local Trust Committee having jurisdiction on and in respect of the Gabriola Island Local Trust Area, pursuant to 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 Gabriola Island Local Trust Committee wishes to enter into a Housing Agreement;

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

1. This Bylaw may be cited for all purposes as "Gabriola Island Housing Agreement Bylaw No. 308, 2020".
2. The Chairperson and one other member of the Gabriola Island Local Trust Committee are authorized to execute an agreement in the form attached to this Bylaw with the Gabriola Housing Society (GHS).

READ A FIRST TIME this 26<sup>TH</sup> day of NOVEMBER, 2020

READ A SECOND TIME this \_\_\_\_\_TH day of \_\_\_\_\_, 20XX

EAD A THIRD TIME this \_\_\_\_\_TH day of \_\_\_\_\_, 20XX

APPROVED BY THE EXECUTIVE COMMITTEE OF THE ISLANDS TRUST this

\_\_\_\_\_TH day of \_\_\_\_\_, 20XX

ADOPTED this \_\_\_\_\_TH day of \_\_\_\_\_, 20XX

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SECRETARY

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CHAIRPERSON

# PROPOSED

LAND TITLE ACT  
TERMS OF INSTRUMENT – PART 2

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**Housing Agreement and Section 219 Covenant**  
**(Section 438 Local Government Act and Section 219 Land Title Act)**

THIS AGREEMENT DATED FOR REFERENCE THE [day] OF [month], 2020 is BETWEEN:

GABRIOLA HOUSING SOCIETY, a society incorporated under the laws of the province of British Columbia under number [S-0060928] and having its office at P.O. Box 76, Gabriola Island, B.C., V0R 1X0

(the “Owner”);

AND:

GABRIOLA ISLAND LOCAL TRUST COMMITTEE, a corporation under the *Islands Trust Act*, having an office at 2<sup>nd</sup> 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 Lot 1 and Lot 2 Paisley Place on Gabriola Island, British Columbia and legally described as:

PID 028-580-095  
LOT 1, SECTION 19, GABRIOLA ISLAND, NANAIMO DISTRICT, PLAN EPP11544

and

PID 028-580-109  
LOT 2, SECTION 19, GABRIOLA ISLAND, NANAIMO DISTRICT, PLAN EPP11544

(collectively, the “Lands”);

- B. The Owner intends to construct on the Lands a residential development that will include Affordable Rental Housing Units (hereinafter defined) to rent, by way of a Tenancy Agreement, at an affordable rate to Qualified Occupants (hereinafter defined);
- C. 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;

# PROPOSED

- D. 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;
- E. 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 on the terms and conditions of this Agreement 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
- F. 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:

## Article 1: Definitions and Interpretation

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

“Acceptable Accommodation” means accommodation that is affordable, suitable and adequate according to family income, size and composition;

“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 Housing Unit” means a studio, 1 bedroom, 2 bedroom or 3 bedroom Dwelling Unit on the Lands in respect of which the construction, tenure, rental and occupancy are restricted in accordance with sections b through e of this Agreement;

“Affordable Market Unit” means an Affordable Housing Unit on the Lands where the rental price is linked to market conditions on Gabriola Island or the Regional District of Nanaimo 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 combined gross income of all adult members of a Household, as shown on line 150 of the preceding year’s T1 General Income Tax and Benefit return;

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

“Dwelling Unit” means a dwelling unit as defined in the Gabriola Island Land Use Bylaw No. 177, 1999, as amended or replaced from time to time;

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“Household” means one or more individuals;

“Housing Income Limits” means the maximum gross household income for eligibility in an affordable housing program (for each category of dwelling unit), based on figures established by CMHC, and are intended to reflect the minimum income required to afford appropriate accommodation in the private market, as published by BC Housing from time to time;

“Lands” means those parcels of land legally described as PID 028-580-095, LOT 1, SECTION 19, GABRIOLA ISLAND, NANAIMO DISTRICT, PLAN EPP11544 and PID 028-580-109, LOT 2, SECTION 19, GABRIOLA ISLAND, NANAIMO DISTRICT, PLAN EPP11544;

“Maximum Monthly Rent” means the monthly rent agreed to by the Owner and a Qualified Renter to rent an Affordable Housing Unit which shall not exceed 30% of the total combined monthly gross household income of the Qualified Renter(s) at the time the Affordable Housing Unit is occupied by the Qualified Renter(s), except in the case of an Affordable Market Unit;

“Qualified Occupant” means a person who meets the eligibility criteria for tenancy 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 *Residential Tenancy Act* (British Columbia); and

“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 the Lands may be used only in accordance with the following conditions:

- i. the Lands must not be used and no building or structure may be constructed on the Lands except in accordance with any development permit issued by the Local Trust Committee, and any building permit issued by the Regional District of Nanaimo and this Agreement;
- 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.

**c. Affordable rental housing eligibility** - The Owner covenants and agrees that the Affordable Housing Units on the Lands will only be occupied under all of the following criteria:

- i. the household’s Annual Household Income does not exceed BC Housing’s Housing Income Limits, or other criteria specified by an Affordable Housing Funder;
- ii. the household will occupy the Affordable Housing Unit as their permanent, principal, and sole

# PROPOSED

- 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 it will:
- i. not charge any tenant a monthly rent, exclusive of utilities, that is greater than 30% of the monthly Household Income of all occupants of the Affordable Housing Unit, 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 well or septic, or property taxes. For clarity, this limitation does not apply to parking, cablevision, telecommunications, laundry, or gas or electricity utility fees or charges.
- e. Affordable Market Unit** – The owner covenants and agrees that it will 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.
- 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 inquiries it considers necessary and reasonable in order to

# PROPOSED

confirm compliance with this Agreement.

- h. Management** – The Owner covenants and agrees to furnish good and efficient management of 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. The Local Trust Committee must approve any transfer prior to its finalization.
- 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 heir, 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

# PROPOSED

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 a 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* of 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 and Termination** – 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

# PROPOSED

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 Society 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.

# PROPOSED

## SCHEDULE "A"

### OWNER STATUTORY DECLARATION

CANADA

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

PROVINCE OF BRITISH COLUMBIA

I, \_\_\_\_\_

declare that:

- 1. I am the \_\_\_\_\_ [director, officer, employee] of the [Owner], the owner of the land known as \_\_\_\_\_, XXX Island, legally described as: \_\_\_\_\_ (the "Lands")
- 2. I make this declaration to the best of my personal knowledge.
- 3. This declaration is made pursuant to the Housing Agreement registered against the Lands.
- 4. For the period from \_\_\_\_\_ to \_\_\_\_\_, the Affordable Housing Units were used only by Qualified Renters (as defined in the Housing Agreement).
- 5. At no time during the last year were any of the Affordable Housing Units used as a short-term vacation rental.
- 6. The rental payments charged for the Affordable Housing Unit were in compliance with the Housing Agreement and are listed in the attached list.
- 7. No subletting of the Lands has been permitted.
- 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 \_\_\_\_\_.

\_\_\_\_\_  
A Commissioner for taking Affidavits  
in British Columbia

\_\_\_\_\_  
Signature of person making declaration

# PROPOSED

## 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 Gabriola Island for a minimum of one year; or
- ii) Has been commuting to Gabriola Island for at least half-time work (20 hours per week) for a minimum of one year; or
- iii) Is a registered member of Snuneymuxw First Nation, regardless of current location of residence or work,

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 Gabriola Island who has lived away from the Gabriola 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 Gabriola Island; or
- c. A person who has worked at least half-time on Gabriola Island (20 hours per week) for less than one year; or
- d. A person with an immediate family member whose principal residence is on Gabriola 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,

except that where there are no persons meeting the categories specified in clause i, ii or iii nor a, b, c or d 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.

**From:** Kees Langereis  
**Sent:** Thursday, December 10, 2020 6:31 PM  
**To:** Dan Rogers; Scott Colbourne  
**Cc:** Heather Kauer; Jaime Dubyna; Wil Cottingham  
**Attachments:** Motions for Housing Agreement for CIM Dec 10 2020-1.docx

Attached is my motion related to the Housing Agreement.

Kees Langereis, Trustee  
Gabriola Island Local Trust Committee

Tel: 250-247-8281  
Personal website: <https://keeslangereis.ca>

I am thankful that I live and work in the territory of the BOKÉĆEN, Cowichan Tribes, Halalt, Homalco, Klahoose, K'ómoks, Lekwungen, Lyackson, MÁLEXEŁ, Penelakut, Qualicum, Scia'new, SEMYOME, shíshálh, Snuneymuxw, Skwxwú7mesh, Snaw-naw-as, SÁUTW, Stz'uminus, SXIMEŁEŁ, Tla'amin, Tsawwassen, Tsleil-Waututh, T'Sou-ke, Ts'uubaa-asatx, Wei Wai Kum, We Wai Kai, WJOŁEŁP, WSIKEM, x<sup>w</sup>məθk<sup>w</sup>əyəm.

**That the Gabriola Island Local request staff forward to Islands Trust legal counsel for review and comment on the following possible amendments to the draft Housing Agreement:**

**Proposed amendments to the Housing Agreement**

That the draft Housing Agreement appended to Gabriola Island Local Trust Committee BYLAW NO. 308 be amended by:

- (a) Adding in a provision that indicates the form of housing will only be triplexes or duplexes.
- (b) Adding in a provision that indicates the approximate number or percentage of affordable housing units that will be market rent units.
- (c) Deleting the definition of “Maximum Monthly Rent”
- (d) Replacing section d.i wording with the following:

“the rent payable by a Qualified Renter for an Affordable Housing Unit must not exceed 30% of the total combined monthly gross household income of the Qualified Renter, except in the case of an Affordable Market Unit;”

- (e) Adding a new provision in section b that states “the residential buildings are constructed to at least BC Energy Step 3 Code energy efficiency standards”;
- (f) Adding a new provision in section b that states “the residential buildings will incorporate a Type 3 advanced secondary sewage treatment system”.

**Other comments/queries:**

**Section 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. The Local Trust Committee must approve any transfer prior to its finalization.*

Question: I understand that BC Housing requires the housing provider, as a condition of funding, to enter into a section 219 agreement whereby the property may transfer to BC Housing in certain circumstances. Would BC Housing be captured here as a society? If not, how would this section operate vis-à-vis the required BC Housing 219 covenant?

**Section v. Amendment and Termination** – *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.*

Question: does modify or amend include termination? Should this heading just read “Amendment”? There is no specific provision in the text related to “termination”.

**Section 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 **Society** any authority or power to bind the Trust Committee in any way.*

Comment: I believe this should be “Owner”, not “Society”.

**Comments on SCHEDULE “A” OWNER STATUTORY DECLARATION sections**

***Declaration: 1. I am the [director, officer, employee] of the [Owner], the owner of the land known as, XXX Island, legally described as:***

Comment: section g of the agreement refers to the Owner providing a statutory declaration. However, the Schedule A form allows for the Owner or ‘director, officer or employee’ to do the declaration. Is a director the Owner? Is an officer the Owner? An employee would presumably not be an Owner.

Should the Schedule A form be amended striking out or does the phrase “substantially in the form of” allow for this. Presumably if the housing operator inadvertently has someone other than an “owner” complete the form, the Local Trust Committee recourse would be to not accept the declaration. Just a risk of error.

***Schedule A Section 5. At no time during the last year were any of the Affordable Housing Units used as a short-term vacation rental.***

Comment: missing subletting of unit as per section c.iv (see below extract). Add words “or sublet” after the word “rental”. “Short-term vacation rental” would seem to be a subset of “subletting”. Adds “sublet” to the statutory declaration affirming that the no subletting condition has been met.

***c. 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;***

GABRIOLA ISLAND LOCAL TRUST COMMITTEE  
BYLAW NO. 308

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A BYLAW TO AUTHORIZE A HOUSING AGREEMENT

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WHEREAS the Gabriola Island Local Trust Committee is the Local Trust Committee having jurisdiction on and in respect of the Gabriola Island Local Trust Area, pursuant to 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 Gabriola Island Local Trust Committee wishes to enter into a Housing Agreement;

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

1. This Bylaw may be cited for all purposes as "Gabriola Island Housing Agreement Bylaw No. 308, 2020".
2. The Chairperson and one other member of the Gabriola Island Local Trust Committee are authorized to execute an agreement in the form attached to this Bylaw with the Gabriola Housing Society (GHS).

READ A FIRST TIME this 26<sup>TH</sup> day of NOVEMBER, 2020

READ A SECOND TIME this \_\_\_\_\_ TH day of \_\_\_\_\_, 20XX

EAD A THIRD TIME this \_\_\_\_\_ TH day of \_\_\_\_\_, 20XX

APPROVED BY THE EXECUTIVE COMMITTEE OF THE ISLANDS TRUST this  
\_\_\_\_\_ TH day of \_\_\_\_\_, 20XX

ADOPTED this \_\_\_\_\_ TH day of \_\_\_\_\_, 20XX

---

SECRETARY

---

CHAIRPERSON

# PROPOSED

LAND TITLE ACT  
TERMS OF INSTRUMENT – PART 2

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**Housing Agreement and Section 219 Covenant**  
**(Section 438 Local Government Act and Section 219 Land Title Act)**

THIS AGREEMENT DATED FOR REFERENCE THE [day] OF [month], 2020 is BETWEEN:

GABRIOLA HOUSING SOCIETY, a society incorporated under the laws of the province of British Columbia under number [S-0060928] and having its office at P.O. Box 76, Gabriola Island, B.C., V0R 1X0

(the “Owner”);

AND:

GABRIOLA ISLAND LOCAL TRUST COMMITTEE, a corporation under the *Islands Trust Act*, having an office at 2<sup>nd</sup> 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 Lot 1 and Lot 2 Paisley Place on Gabriola Island, British Columbia and legally described as:

PID 028-580-095

LOT 1, SECTION 19, GABRIOLA ISLAND, NANAIMO DISTRICT, PLAN EPP11544

and

PID 028-580-109

LOT 2, SECTION 19, GABRIOLA ISLAND, NANAIMO DISTRICT, PLAN EPP11544

(collectively, the “Lands”);

- B. The Owner intends to construct on the Lands a residential development that will include Affordable Rental Housing Units (hereinafter defined) to rent, by way of a Tenancy Agreement, at an affordable rate to Qualified Occupants (hereinafter defined);
- C. 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;

# PROPOSED

- D. 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;
- E. 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 on the terms and conditions of this Agreement 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
- F. 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:

## Article 1: Definitions and Interpretation

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

“Acceptable Accommodation” means accommodation that is affordable, suitable and adequate according to family income, size and composition;

“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 Housing Unit” means a studio, 1 bedroom, 2 bedroom or 3 bedroom Dwelling Unit on the Lands in respect of which the construction, tenure, rental and occupancy are restricted in accordance with sections b through e of this Agreement;

“Affordable Market Unit” means an Affordable Housing Unit on the Lands where the rental price is linked to market conditions on Gabriola Island or the Regional District of Nanaimo 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 combined gross income of all adult members of a Household, as shown on line 150 of the preceding year’s T1 General Income Tax and Benefit return;

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

“Dwelling Unit” means a dwelling unit as defined in the Gabriola Island Land Use Bylaw No. 177, 1999, as amended or replaced from time to time;

# PROPOSED

“Household” means one or more individuals;

“Housing Income Limits” means the maximum gross household income for eligibility in an affordable housing program (for each category of dwelling unit), based on figures established by CMHC, and are intended to reflect the minimum income required to afford appropriate accommodation in the private market, as published by BC Housing from time to time;

“Lands” means those parcels of land legally described as PID 028-580-095, LOT 1, SECTION 19, GABRIOLA ISLAND, NANAIMO DISTRICT, PLAN EPP11544 and PID 028-580-109, LOT 2, SECTION 19, GABRIOLA ISLAND, NANAIMO DISTRICT, PLAN EPP11544;

~~“Maximum Monthly Rent” means the monthly rent agreed to by the Owner and a Qualified Renter to rent an Affordable Housing Unit which shall not exceed 30% of the total combined monthly gross household income of the Qualified Renter(s) at the time the Affordable Housing Unit is occupied by the Qualified Renter(s), except in the case of an Affordable Market Unit;~~

“Qualified Occupant” means a person who meets the eligibility criteria for tenancy 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 *Residential Tenancy Act* (British Columbia); and

“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 the Lands may be used only in accordance with the following conditions:

- i. the Lands must not be used and no building or structure may be constructed on the Lands except in accordance with any development permit issued by the Local Trust Committee, and any building permit issued by the Regional District of Nanaimo and this Agreement;
- 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. it will design and construct only triplexes and duplexes on the Lands, unless an Affordable Housing Funder requires a different configuration of the Affordable Housing Units;~~
- ~~v. the Lands must not be used or occupied for residential purposes and no building or structure may be constructed on the Lands, until the buildings have been designed to meet the performance requirements of the BC Energy Step Code energy efficiency standards, under the~~

# PROPOSED

British Columbia Building Code established by the British Columbia Building Code Regulation, B.C. Reg. 264/2012 (the "Performance Standards"). The Owner shall provide to the Trust Committee a Compliance Report, from a certified energy advisor, that the building has been constructed and is operating in accordance with the Performance Standard, unless an Affordable Housing Funder requires a different energy performance target; and

iii-vi. the development on the Lands will be constructed with a Type 3 advanced secondary treatment sewerage 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 the Affordable Housing Units on the Lands will only be occupied under all of the following criteria:

- i. the household's Annual Household Income does not exceed BC Housing's Housing Income Limits, or other criteria specified by an Affordable Housing Funder;
- 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 ~~it will~~:

- i. ~~not charge any tenant a monthly rent, exclusive of utilities, that is greater than 30% of the monthly Household Income of all occupants of the Affordable Housing Unit, except in the case of an Affordable Market Unit~~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. it will not require any tenant under a Tenancy Agreement to pay any extra charges or fees for use of any well or septic system, or property taxes. For clarity, this limitation does not apply to ~~parking,~~

# PROPOSED

cablevision, telecommunications, laundry, or gas or electricity utility fees or charges.

**e. ~~Affordable Market Unit~~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 Gabriola 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 inquiries 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. 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. The Local Trust Committee must approve any transfer prior to its finalization.
- 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.

# PROPOSED

- i. 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 heir, 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 a 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* of 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

# PROPOSED

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 and Termination** – 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

# PROPOSED

partner of the Trust Committee or give the Society-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.

DRAFT

# PROPOSED

## SCHEDULE "A"

### OWNER STATUTORY DECLARATION

CANADA

IN THE MATTER OF A HOUSING AGREEMENT

PROVINCE OF BRITISH COLUMBIA

WITH THE GABRIOLA ISLAND LOCAL TRUST

COMMITTEE ("Housing Agreement")

I, \_\_\_\_\_

declare that:

1. I am the \_\_\_\_\_ [director, officer, employee] of the [Owner], the owner of the land known as \_\_\_\_\_, XXX Island, legally described as: \_\_\_\_\_ (the "Lands")
2. I make this declaration to the best of my personal knowledge.
3. This declaration is made pursuant to the Housing Agreement registered against the Lands.
4. For the period from \_\_\_\_\_ to \_\_\_\_\_, the Affordable Housing Units were used only by Qualified Renters (as defined in the Housing Agreement).
5. At no time during the last year were any of the Affordable Housing Units used as a short-term vacation rental or sublet.
6. The rental payments charged for the Affordable Housing Unit were in compliance with the Housing Agreement and are listed in the attached list.
7. No subletting of the Lands has been permitted.
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 \_\_\_\_\_.

\_\_\_\_\_  
A Commissioner for taking Affidavits  
in British Columbia

\_\_\_\_\_  
Signature of person making declaration

# PROPOSED

## 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 Gabriola Island for a minimum of one year; or
- ii) Has been commuting to Gabriola Island for at least half-time work (20 hours per week) for a minimum of one year; or
- iii) Is a registered member of Snuneymuxw First Nation, regardless of current location of residence or work,

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 Gabriola Island who has lived away from the Gabriola 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 Gabriola Island; or
- c. A person who has worked at least half-time on Gabriola Island (20 hours per week) for less than one year; or
- d. A person with an immediate family member whose principal residence is on Gabriola 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.

GABRIOLA ISLAND LOCAL TRUST COMMITTEE  
BYLAW NO. 308

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A BYLAW TO AUTHORIZE A HOUSING AGREEMENT

---

WHEREAS the Gabriola Island Local Trust Committee is the Local Trust Committee having jurisdiction on and in respect of the Gabriola Island Local Trust Area, pursuant to 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 Gabriola Island Local Trust Committee wishes to enter into a Housing Agreement;

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

1. This Bylaw may be cited for all purposes as "Gabriola Island Housing Agreement Bylaw No. 308, 2020".
2. The Chairperson and one other member of the Gabriola Island Local Trust Committee are authorized to execute an agreement in the form attached to this Bylaw with the Gabriola Housing Society (GHS).

READ A FIRST TIME this 26<sup>TH</sup> day of NOVEMBER, 2020

READ A SECOND TIME this \_\_\_\_\_ TH day of \_\_\_\_\_, 20XX

EAD A THIRD TIME this \_\_\_\_\_ TH day of \_\_\_\_\_, 20XX

APPROVED BY THE EXECUTIVE COMMITTEE OF THE ISLANDS TRUST this  
\_\_\_\_\_ TH day of \_\_\_\_\_, 20XX

ADOPTED this \_\_\_\_\_ TH day of \_\_\_\_\_, 20XX

---

SECRETARY

---

CHAIRPERSON

# PROPOSED

LAND TITLE ACT  
TERMS OF INSTRUMENT – PART 2

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**Housing Agreement and Section 219 Covenant**  
**(Section 438 Local Government Act and Section 219 Land Title Act)**

THIS AGREEMENT DATED FOR REFERENCE THE [day] OF [month], 2020 is BETWEEN:

GABRIOLA HOUSING SOCIETY, a society incorporated under the laws of the province of British Columbia under number [S-0060928] and having its office at P.O. Box 76, Gabriola Island, B.C., V0R 1X0

(the “Owner”);

AND:

GABRIOLA ISLAND LOCAL TRUST COMMITTEE, a corporation under the *Islands Trust Act*, having an office at 2<sup>nd</sup> 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 Lot 1 and Lot 2 Paisley Place on Gabriola Island, British Columbia and legally described as:

PID 028-580-095

LOT 1, SECTION 19, GABRIOLA ISLAND, NANAIMO DISTRICT, PLAN EPP11544

and

PID 028-580-109

LOT 2, SECTION 19, GABRIOLA ISLAND, NANAIMO DISTRICT, PLAN EPP11544

(collectively, the “Lands”);

- B. The Owner intends to construct on the Lands a residential development that will include Affordable Rental Housing Units (hereinafter defined) to rent, by way of a Tenancy Agreement, at an affordable rate to Qualified Occupants (hereinafter defined);
- C. 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;

# PROPOSED

- D. 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;
- E. 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 on the terms and conditions of this Agreement 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
- F. 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:

## Article 1: Definitions and Interpretation

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

“Acceptable Accommodation” means accommodation that is affordable, suitable and adequate according to family income, size and composition;

“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 Housing Unit” means a studio, 1 bedroom, 2 bedroom or 3 bedroom Dwelling Unit on the Lands in respect of which the construction, tenure, rental and occupancy are restricted in accordance with sections b through e of this Agreement;

“Affordable Market Unit” means an Affordable Housing Unit on the Lands where the rental price is linked to market conditions on Gabriola Island or the Regional District of Nanaimo 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 combined gross income of all adult members of a Household, as shown on line 150 of the preceding year’s T1 General Income Tax and Benefit return;

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

“Dwelling Unit” means a dwelling unit as defined in the Gabriola Island Land Use Bylaw No. 177, 1999, as amended or replaced from time to time;

# PROPOSED

“Household” means one or more individuals;

“Housing Income Limits” means the maximum gross household income for eligibility in an affordable housing program (for each category of dwelling unit), based on figures established by CMHC, and are intended to reflect the minimum income required to afford appropriate accommodation in the private market, as published by BC Housing from time to time;

“Lands” means those parcels of land legally described as PID 028-580-095, LOT 1, SECTION 19, GABRIOLA ISLAND, NANAIMO DISTRICT, PLAN EPP11544 and PID 028-580-109, LOT 2, SECTION 19, GABRIOLA ISLAND, NANAIMO DISTRICT, PLAN EPP11544;

“Qualified Occupant” means a person who meets the eligibility criteria for tenancy 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 *Residential Tenancy Act* (British Columbia); and

“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 the Lands may be used only in accordance with the following conditions:

- i. the Lands must not be used and no building or structure may be constructed on the Lands except in accordance with any development permit issued by the Local Trust Committee, and any building permit issued by the Regional District of Nanaimo and this Agreement;
- 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. it will design and construct only triplexes and duplexes on the Lands, unless an Affordable Housing Funder requires a different configuration of the Affordable Housing Units;
- v. the Lands must not be used or occupied for residential purposes and no building or structure may be constructed on the Lands, until the buildings have been designed to meet the performance requirements of the BC Energy Step Code energy efficiency standards, under the British Columbia Building Code established by the British Columbia Building Code Regulation, B.C. Reg. 264/2012 (the “Performance Standards”). The Owner shall provide to the Trust Committee a Compliance Report, from a certified energy advisor, that the building has been constructed and is operating in accordance with the Performance Standard, unless an Affordable Housing Funder requires a different energy performance target; and

# PROPOSED

- vi. the development on the Lands will be constructed with a Type 3 advanced secondary treatment sewerage 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 the Affordable Housing Units on the Lands will only be occupied under all of the following criteria:
- i. the household's Annual Household Income does not exceed BC Housing's Housing Income Limits, or other criteria specified by an Affordable Housing Funder;
  - 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. it will not require any tenant under a Tenancy Agreement to pay any extra charges or fees for use of any well 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

# PROPOSED

- 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 Gabriola 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 inquiries 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. 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

# PROPOSED

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 heir, 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 a 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* of 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.

# PROPOSED

- 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

# PROPOSED

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.

DRAFT

# PROPOSED

## SCHEDULE "A"

### OWNER STATUTORY DECLARATION

CANADA

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

PROVINCE OF BRITISH COLUMBIA

I, \_\_\_\_\_

declare that:

1. I am the \_\_\_\_\_ [director, officer, employee] of the [Owner], the owner of the land known as \_\_\_\_\_, XXX Island, legally described as: \_\_\_\_\_ (the "Lands")
2. I make this declaration to the best of my personal knowledge.
3. This declaration is made pursuant to the Housing Agreement registered against the Lands.
4. For the period from \_\_\_\_\_ to \_\_\_\_\_, the Affordable Housing Units were used only by Qualified Renters (as defined in the Housing Agreement).
5. At no time during the last year were any of the Affordable Housing Units used as a short-term vacation rental or sublet.
6. The rental payments charged for the Affordable Housing Unit were in compliance with the Housing Agreement and are listed in the attached list.
7. No subletting of the Lands has been permitted.
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 \_\_\_\_\_.

\_\_\_\_\_  
A Commissioner for taking Affidavits  
in British Columbia

\_\_\_\_\_  
Signature of person making declaration

# PROPOSED

## 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 Gabriola Island for a minimum of one year; or
- ii) Has been commuting to Gabriola Island for at least half-time work (20 hours per week) for a minimum of one year; or
- iii) Is a registered member of Snuneymuxw First Nation, regardless of current location of residence or work,

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 Gabriola Island who has lived away from the Gabriola 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 Gabriola Island; or
- c. A person who has worked at least half-time on Gabriola Island (20 hours per week) for less than one year; or
- d. A person with an immediate family member whose principal residence is on Gabriola 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.



February 22, 2021

**RE: Proposed Bylaw 308 (Housing Agreement) Amendments**

Hello Gabriola Local Trust Committee,

On behalf of the Gabriola Housing Society (GHS) I'm writing to:

- **Urge you to approve "Option 1" for Article 1, e. ii. that is shown in the table of proposed amendments in the Staff Report for the March 4, 2021 LTC meeting, and**
- **Request that you give Second and Third Reading to an amended Bylaw 308.**

We are pleased that we have been able to work with staff and consider the proposed amendments from Trustee Langereis and Trustee Colbourne in December 2019, and from the legal counsel<sup>1</sup> received on February 2, 2021.

Option 1: *"[The owner covenants and agrees that it 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 Gabriola public an opportunity to assist the Owner in limiting the number of Affordable Market Units to 30%"*

GHS believes Option 1 is the more appropriate choice for the following reasons:

1. It establishes a clear target – 30% - for the maximum number of Affordable Market Units.
2. It enables further participation of the Local Trust Committee:
  - The LTC is assured that they will be informed in a timely manner if GHS needs to proceed with a development that includes more than 30% affordable market units.
  - The LTC – and thus the community – has an opportunity to assist GHS to meet the target of 30% Affordable Market Units.
3. Providing affordable housing on Paisley Place relies on multi-million-dollar funding. GHS needs the flexibility of this wording to apply for a range of government funding opportunities.
  - For clarity, the reason that the current BC Housing program includes 30% affordable market rents (meaning rents set at the average rate for the local area, not the "open-market" rate) is to increase the supply of average market rentals and to support the more significantly subsidized units over the long-term. There is no guarantee that BC

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<sup>1</sup> The Local Trust Committee authorised a request for legal review and comment on the suggestion put forward by Trustee Langereis of "Adding in a provision that indicates the approximate number or percentage of affordable housing units that will be market rent units" and in interpreting their task the legal counsel suggested : *[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 the Trust Committee approves any such increase to the number of Affordable Markets Units available for rent under this section.*



Housing's CHF program won't change to a different affordable market rent percentage for the full delivery of the Paisley Place project.

- GHS may also receive funding from the CMHC Co-Investment Fund. CMHC does not have a fixed affordable market target in the same way BC Housing does; their model, however, is based on similar principles (i.e. some deeply subsidized rents and some less subsidized rents).

I recognize that Option 1 implies that there could be a circumstance where a) GHS needs to provide more than 30% Affordable Market Units, b) the LTC would prefer a different outcome, and (if Islands Trust or another funder cannot provide additional funding), c) GHS elects to proceed. However, the risk that the number of Affordable Market Units would change to significantly more than 30% is extremely low for a number of reasons:

1. The GHS purpose is to assist Gabriolans with low to moderate incomes (commonly defined as incomes below the local before-tax median income). Therefore, GHS does not support, just as the LTC and other Islanders would not support, a project that doesn't assist these people adequately.
2. GHS can only provide Affordable Market Units in partnership with an Affordable Housing Funder. By the definition of Affordable Housing Funder in the Housing Agreement this means *BC Housing, CMHC or other agency that provides a grant or preferential rate loan to support the development of Affordable Housing Units on the Land*. In other words, GHS must work within the parameters of an Affordable Housing funding program; we cannot simply rely on financial support from private donors.
3. GHS has no intention of delivering a project at Paisley Place that disappoints the Gabriola Island community and the Trust Committee. Given the demonstrated need on Gabriola Island GHS expects to be in front of the community and the LTC in the future seeking approvals for other affordable housing projects and we will need continued trust and support from the community.

Should the Trust Committee conclude that Option 2 is more appropriate than Option 1, then GHS will reluctantly agree, as Option 2 would offer GHS the opportunity to seek approval for more than 30% Affordable Market Units if necessary. However, given the extreme competition amongst communities for limited affordable housing funding, GHS and the LTC risk that Paisley Place would not be chosen for funding.

In closing, I urge you to approve Option 1 for Article 1, e. ii. – and then give Second and Third Reading to an amended Bylaw 308.

Cordially,

Nancy Hetherington Peirce,  
President, Gabriola Housing Society



File No.: GB-TUP-2020.3  
(Nassichuk & Griesdale)

DATE OF MEETING: March 4, 2021  
TO: Gabriola Island Local Trust Committee  
FROM: Ian Cox, Planner 1  
Northern Team  
SUBJECT: Temporary Use Permit for commercial vacation rental of main house  
Applicant: Erika Nassichuk  
Location: 1510 Barrett Road, Gabriola

## RECOMMENDATION

1. That the Gabriola Island Local Trust Committee amend the draft Temporary Use Permit as presented in Attachment 1 to this report, by adding Attachment 9 – Septic Filing as Schedule “B” to the permit.
2. That the Gabriola Island Local Trust Committee approve issuance of Temporary Use Permit GB-TUP-2020.3, as amended, for a period of three (3) years, subject to the conditions imposed by the permit.

## REPORT SUMMARY

The Gabriola Island Local Trust Committee (LTC) is asked to consider a Temporary Use Permit (TUP) for the operation of a commercial vacation rental (CVR) within an existing single family dwelling on the subject property. Pursuant to Section 3.8 (a) of the Gabriola Island Official Community Plan (OCP), a temporary use permit may be issued for commercial vacation rentals within land designated Small Rural Residential (SRR). Staff are recommending approval of the permit subject to the conditions as outlined in the draft permit presented in **Attachment 1** – Draft Temporary Use Permit.

## BACKGROUND

The subject property is located at 1510 Barrett Road on Gabriola Island, as shown in **figure 1** below. The property is approximately 0.16 hectares (0.39 acres) in area and is bordered on two sides by other residential properties in the SRR Zone. The northern property boundary is waterfront at Georgia Strait. See **Attachment 2** – Site Context.

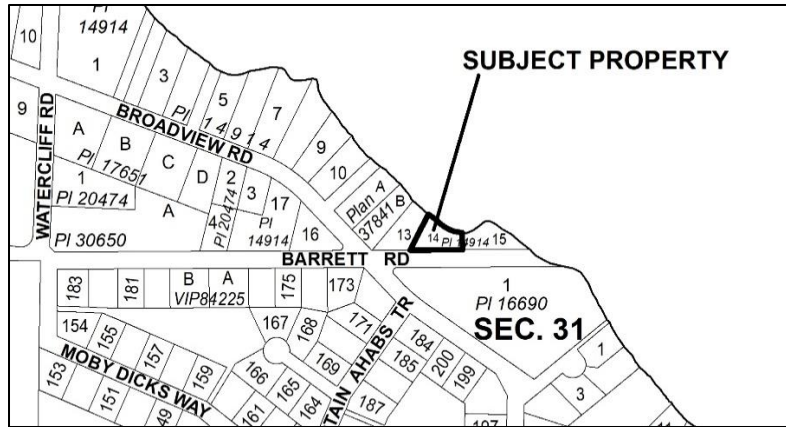


Figure 1 - Subject Property Location

The Gabriola Island Local Trust Committee (LTC) may issue a TUP that allows certain commercial uses to take place under the conditions specified in a TUP, including the posting of security to ensure compliance with the terms of the permit. Under a TUP, the uses specified in the permit may be carried out for a period of up to three years, with the possibility of renewal for a further three years should the LTC find the use to have been carried out in compliance with the conditions of the permit and no major concerns have arisen, such as nuisance to neighbours.

See **Attachment 3** for the applicant's description of the proposal and additional property information. The application is coming forward in response to an Islands Trust Bylaw Enforcement file which the TUP seeks to remedy.

## ANALYSIS

### Policy/Regulatory

#### ***Islands Trust Policy Statement***

This application is not contrary to the Islands Trust Policy Statement.

#### ***Official Community Plan***

The subject property is designated Small Rural Residential (SRR) in the Official Community Plan (OCP), and is not within any currently enacted Development Permit Area.

Subject to Section 3.8 (a), Temporary Use Permits may be issued for:

- vii. commercial vacation rentals within areas designated on Schedule B as 'Small Rural Residential', 'Large Rural Residential', 'Forestry', 'Agriculture' or 'Resource'.*

Section 3.8 (h) provides guidelines when considering issuance of a temporary use permit. Based on the information provided by the applicant and subject to the conditions of the permit as drafted, staff consider the application to be consistent with the TUP Guidelines. See **Attachment 4** for an assessment of the Temporary Use Permit Guidelines in OCP Section 3.8 (h).

#### ***Land Use Bylaw***

The subject property is zoned Small Rural Residential (LRR) in the Land Use Bylaw (LUB). The applicant's proposal for the use of the existing single family dwelling on the property as a CVR does not comply with the Home

Occupation regulations under LUB Section B.3.6 (Bed and Breakfast); thus the applicant is applying for a TUP to permit a CVR as required by LUB Section B.6.3.1:

*B.6.3.1 All dwelling units, including secondary suites, are for residential use and any use for overnight accommodation on less than a monthly basis for monetary gain is prohibited except where a temporary use permit has been issued by the Local Trust Committee.*

## **Issues and Opportunities**

### **Potable Water**

The applicant has provided documentation of a recent 180 minute well test by Gabriola Waterworks dated December 20, 2020 which appears to meet the TUP Guideline f) v). See **Attachment 5** - Well Test Results, **Attachment 4** - TUP Guidelines, and **Attachment 10** – Water Plan.

Staff note that the *Water Sustainability Act (WSA)* which came into effect in 2016, introduced new licensing requirements for groundwater use for non-domestic purposes. It is staff's understanding that these requirements do apply to this proposal and the applicant has been made aware of the requirement to obtain a provincial water license.

Staff recommend that the LTC specify on the permit (as drafted) the requirement to obtain any necessary approvals for groundwater use under the *WSA*. It is not recommended that the permit be withheld until the applicant has secured the license, however, it is staff's understanding that groundwater licensing processing times may be longer than a year, particularly as the province has extended the application deadline. If, as recommended, a TUP is issued without delay for a three year period, the LTC could consider requiring the water licensing documentation should the applicant apply for a renewal of the TUP.

### **Waste Water**

For reasons of timing, the Septic Filing document found in **Attachment 9** was not available at the time of the Public Notice and so is not as yet included in the draft permit. However, staff feel that it is important to condition the permit on that report and so to that end recommend the LTC amend the draft permit as presented to include the Septic Filing document as Schedule "B" under article 5 of the permit, and attach it to the permit accordingly.

In this way, the Septic Filing would become a condition of the permit and the CVR use shall be in accordance with the recommendations and system design of the Registered Onsite Wastewater Practitioner. Prior to issuance of any permit renewal, the landowner should provide staff with a professional report certifying that wastewater management on the site continues to be sufficient for the commercial vacation rental use.

The addition of these conditions is consistent with TUP guideline 3.8(h) (xvii), which states [TUPs can address]:

*"such other considerations as are deemed applicable with respect to a specific commercial vacation rental application".*

### **Occupancy Permit and Fire Inspection**

As required by the TUP Guidelines, the applicant endeavoured to obtain an original occupancy permit for the dwelling from the Regional District of Nanaimo. The Building Inspection Department informed the applicant that they have no occupancy permits for buildings built prior to 1972 before inspection was in force. Staff are satisfied with the Gabriola Fire Chief's inspection letter dated December 17, 2020 as confirmation that the dwelling meets the current fire code and is safe for the intended use. See **Attachment 6** – Fire Department Inspection.

### **Guest Information**

The applicant has provided a detailed information package for guests upon check-in which meets or exceeds OCP Guidelines. See **Attachment 7**.

### **Consultation**

#### **Statutory Requirements**

In accordance with Section 494 of the Local Government Act, neighbours must be notified of a TUP application. Such a Notice was mailed on February 12, 2021 to all property owners and residents within 100 metres of the subject property. A Notice of the proposed TUP was published in the Gabriola Sounder newspaper on February 24, 2021. See **Attachment 8** – Public Notice.

No correspondence has been received at the time of the writing of this report, but may be received before or during the LTC meeting. Correspondence should be sent to [northinfo@islandstrust.bc.ca](mailto:northinfo@islandstrust.bc.ca).

#### **First Nations**

This application does not trigger the requirement for agency or First Nations referrals. At this time, TUP applications to permit commercial activity do not raise staff concern related to LTC standing resolutions on reconciliation.

#### **Rationale for Recommendation**

Staff consider the proposal and information provided in the application to meet the commercial vacation rental TUP guidelines outlined in Section 3.8 of the OCP. Therefore, it is recommended that a TUP be issued for a period of three years, subject to the conditions imposed by the permit including the addition of a Schedule “B” - Septic Filing as discussed, in accordance with the Guidelines.

### **ALTERNATIVES**

The LTC may consider the following alternatives to the staff recommendation:

#### **1. Request further information**

The LTC may request further information prior to making a decision. Recommended wording for the resolution is as follows:

*That the Gabriola Island Local Trust Committee request that the applicant submit to staff... [insert requested information here].*

#### **2. Impose additional permit conditions**

The LTC may choose to impose additional permit conditions in accordance with OCP guideline 3.8 (h) (xvii) which states, “such other considerations as are deemed applicable with respect to a specific commercial vacation rental application.”

*That the following be made a condition of Temporary Use Permit application GB-TUP-2019.3: [insert condition(s)].*

#### **3. Deny issuance of the permit**

The LTC may deny the application. Recommended wording for the resolution is as follows:

*That the Gabriola Island Local Trust Committee deny application GB-TUP-2019.3 for the following reasons... [Insert reasons here].*

**NEXT STEPS**


Should the LTC agree with the staff recommendation found on page one of this report, the TUP as presented in Attachment 1 would be issued.

Submitted By:	Ian Cox, Planner 1 – Northern Team	February 17, 2021
Concurrence:	Heather Kauer, RPP, MCIP, AICP Regional Planning Manager	February 18, 2021

**ATTACHMENTS**

1. Draft Temporary Use Permit
2. Site Context
3. Applicant Proposal Description
4. Temporary Use Permit OCP Guidelines
5. Well Test Results
6. Fire Department Inspection
7. Guest Information
8. Public Notice
9. Septic Filing
10. Water Plan

## Attachment 1

	<p style="text-align: center;"><b>GABRIOLA ISLAND LOCAL TRUST COMMITTEE TEMPORARY USE PERMIT GB-TUP-2020.3</b></p>
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To: Erika Nassichuk & Robert Griesdale

1. This Permit applies to the land described below:

PID 004-320-841

LOT 14, SECTION 31, GABRIOLA ISLAND, NANAIMO DISTRICT, PLAN 14914

2. This Permit is valid for a period of three years from the date of issuance.
3. This Permit is issued for the purpose of permitting a commercial vacation rental within the single family dwelling.
4. The use may be carried out subject to the following conditions:
  - 4.1 the single family dwelling and subject property must maintain a residential appearance, and any existing vegetative screening or fencing must not be removed;
  - 4.2 parking for a minimum of two vehicles for the commercial vacation rental use must be provided on the property;
  - 4.3 the owner or an operations manager must reside on Gabriola Island and be available by telephone 24 hours per day, seven days per week. Any changes to contact information must be provided to the Islands Trust within seven (7) working days;
  - 4.4 neighbours within a 100 metre radius of the commercial vacation rental must be provided with at least one resident contact phone number, and a copy of the temporary use permit;
  - 4.5 information must be posted for guests pertaining to: noise bylaws, water conservation, fire safety, storage of garbage, septic care, First Nations historical use of area, control of pets (if pets are permitted) and information to remind guests that they are in a residential area;
  - 4.6 a supply of water in the amount of 227 litres (50 imperial gallons) per paying guest must be provided for the duration of the permit;
  - 4.7 the maximum number of guests that may stay in the commercial vacation rental is 2 per bedroom, for a maximum of 6 guests at any given time;
  - 4.8 the maximum number of bedrooms in the single family dwelling for the commercial vacation rental is 3;
  - 4.9 the owner submit a copy of the property insurance for the subject property;
  - 4.10 the maximum number of signs advertising the commercial vacation rental is restricted to one, with a maximum area of 0.3 square metres and not illuminated;
  - 4.11 the rental or provision of motorized personal watercraft to guests is prohibited;
  - 4.12 the use of recreational vehicles and camping for the overnight accommodation of guests is prohibited;

4.13 the holder of the Permit will be responsible for any violation of the conditions of this Permit. For the purpose of investigating a complaint, the Islands Trust Bylaw Investigations Officer may enter the property between the hours of 9:00 am and 5:00 pm on any day without prior consultation.

5. It is the responsibility of the landowner to obtain any required authorization under the *Water Sustainability Act* or any other relevant legislation pertaining to groundwater.
6. All in accordance with Schedule "A" – Site Plan attached to and forming part of this permit, as signed and dated by the Deputy Secretary of Islands Trust.
7. This is not a Building Permit, nor does it relieve the Permittee from the need to secure all other approvals necessary for the proposed development.

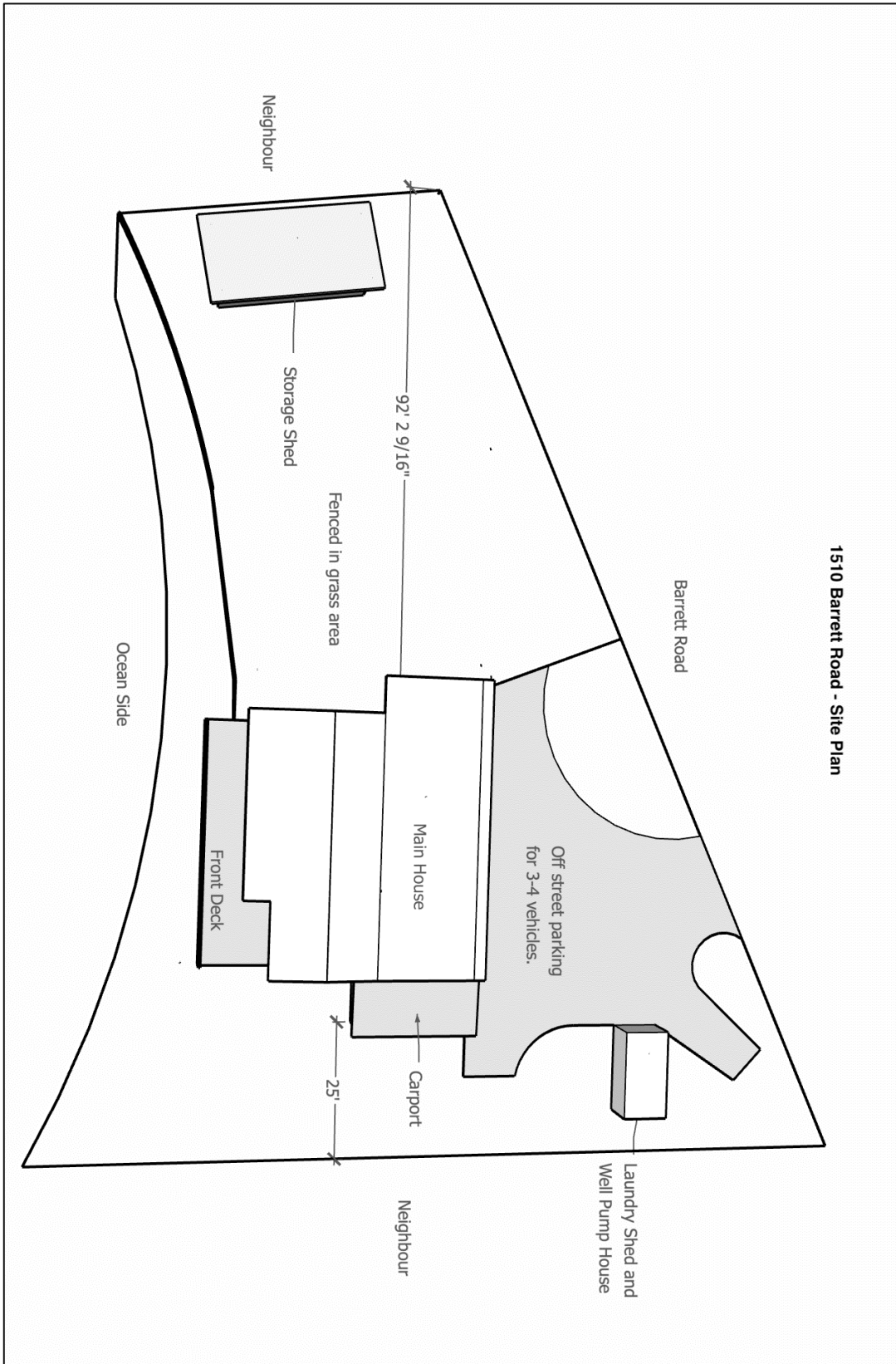
**AUTHORIZING RESOLUTION PASSED BY THE GABRIOLA ISLAND LOCAL TRUST COMMITTEE THIS XX<sup>TH</sup> DAY OF XX, 2021.**

\_\_\_\_\_  
Deputy Secretary, Islands Trust

**MONTH, DAY, 2021**

\_\_\_\_\_  
Date Issued

GABRIOLA ISLAND LOCAL TRUST COMMITTEE  
TEMPORARY USE PERMIT  
GB-TUP-2020.3  
SCHEDULE "A" Site Plan



# Attachment 2

## SITE CONTEXT

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### LOCATION

Legal Description	LOT 14, SECTION 31, GABRIOLA ISLAND, NANAIMO DISTRICT, PLAN 14914
PID	004-320-841
Civic Address	1510 Barrett Road, Gabriola
Lot Area	0.16 ha (0.39 acres)

### LAND USE

Current Land Use	Residential Proposed: Residential and Commercial Vacation Rental of single family dwelling
Surrounding Land Use	Residential (SRR)

### HISTORICAL ACTIVITY

File No.	Purpose
GB-BE-2020.38	Unlawful CVR use

### POLICY/REGULATORY

Official Community Plan No. 166, 1997	The subject property is within the Small Rural Residential (SRR) land usedesignation. Not within any currently enacted Development Permit Areas.
Land Use Bylaw No. 177, 1999	The subject property is within the Small Rural Residential (SRR) zone.  Permitted Principal uses in the SRR zone include Single family residential and Horticulture. Permitted Accessory uses in the SRR zone include Home occupations (including Bed and Breakfasts), subject to regulations in <b>B.3</b> .  <b>B.6.3.1</b> All dwelling units, including secondary suites, are for residential use and any use for overnight accommodation on less than a monthly basis for monetary gain is prohibited except where a temporary use permit has been issued by the Local Trust Committee.

Other Regulations	Not within the Agricultural Land Reserve. No mapped Crown Leases, LTC Covenants, Parks/Protected Areas, Steep Slopes, or Watercourses.
Covenants	Covenant EP63285 Regional District Of Nanaimo
Bylaw Enforcement	GB-BE-2020.38 Commercial Vacation Rental without TUP

## SITE INFLUENCES

Islands Trust Conservancy	Application does not directly affect an Islands Trust Conservancy Board-owned property or conservation covenant.
Regional Conservation Strategy	Map 6 of the Islands Trust Conservancy <a href="#">Regional Conservation Plan</a> 2018-2027 estimated importance of habitat composition is low to medium.
Species at Risk	Masked/Secured occurrence (not public)
Sensitive Ecosystems	Not SEI. Adjacent to Coastal Douglas-fir Dry Maritime, Salal
Archaeological Sites	Remote Access to Archaeological Data (RAAD) mapping does not indicate an archaeological site on or within 100 metres of the subject property. However, the applicant should be aware that there is still a chance that the lot may contain previously unrecorded archaeological material that is protected under the <i>Heritage Conservation Act</i> . If such material is encountered during any subsequent site development, all work should cease and the Archaeology Branch should be contacted immediately as a <i>Heritage Conservation Act</i> permit may be needed before further development is undertaken. This may involve the need to hire a qualified archaeologist to monitor the work.
Climate Change Adaptation and Mitigation	This TUP application seeks to lawfully permit the use of an SRR zoned lot for Commercial Vacation Rental use. GHG emissions can be expected to be commensurate with levels associated with Single Family Residential development patterns and use, and a potential increase due to the use of personal vehicles by CVR guests for transport on and off island.
Groundwater Vulnerability	Islands Trust mapping indicates the property within a moderate to high intrinsic aquifer vulnerability/salt water intrusion area.

# Attachment 3

Dec 22, 2020

## **TUP: Written Description of the existing and proposed uses & Purpose of Application**

To whom it may concern:

***The purpose of this TUP application is to allow us to offer our recreational property on Airbnb as a short term rental from time to time when we are not using it for our own leisure purposes.***

We purchased 1510 Barrett Road, Gabriola Island in July of 2019. We work and live in North Vancouver, BC, but we were very fortunate to be able to buy property on Gabriola Island where we spend all of our leisure time. My mother and her friends, as well as our friends and family, all use the property frequently. While we are on the island as often as possible, we would like to offer up our property on Airbnb from time to time. The primary purpose of our home on Gabriola remains for our use as a leisure property and is thus unavailable to be used as a long term rental property.

We rented the cabin selectively part time in the summer of 2020. We employ two local people to do cleaning and maintenance on our property. They are lovely, hard working people who live full time on Gabriola Island and we intentionally sought our Gabriola residents to assist us. They provide us an invaluable service by being on the island 24/7; they will be able to attend to any issue that may arise at the property while we're off-island. We want to continue employing them as support for short term rentals when we are not able to use the cabin ourselves.

The lot is bordered by the ocean, Barrett Road and two adjacent neighbours. The lot is very private and fully fenced. There is ample parking for more than 2 vehicles on the property and the lot is accessed by one of two fully gated driveways off of Barrett Road. On the lot there is a small one story cabin and two detached sheds. One shed contains the well equipment, while the other shed is used for the storage of gardening equipment and beach toys. There are no other buildings on the lot. The cabin is made up of a kitchen, living room, one full bathroom, one half bathroom and three bedrooms.

We are committed to the health and well-being of the Gabriola community. We love the island and we are so fortunate to have a recreational property here. On the occasions where we do offer our property on Airbnb we encourage our guests to visit the local restaurants (covid rules permitting) and provide a wealth of information about where they can shop and recreate on the island. The guests are well informed prior to their arrival of water use guidelines; material is provided in the cabin to further emphasize the need for water conservation. We are selective with who we rent our cabin to and have not had any issues with noise or disturbance.

We are excited to be able to make this application to allow us to rent out our cabin on Airbnb which allows us to employ local residents and to continue enjoying our time on Gabriola whenever we have the opportunity. If you have any questions, please contact us. We look forward to hearing from you.

Sincerely,

Erika Nassichuk and Rob Griesdale

Attachments: photos of the ample off street parking



Photo 1: view from the driveway access off Barrett Road.



Photo 2: looking back towards Barrett Road from the side yard.

# Attachment 4

## TUP GUIDELINES

OCP Subsection 3.8(h)

The following is a breakdown of the application’s level of compliance with each TUP guideline, and a summary of how the draft permit addresses those guidelines.

Guideline	Planner Comments
i. the Local Trust Committee should consider the cumulative effects on the neighborhood and Island of all the temporary use permits issued for commercial vacation rentals	<p style="text-align: center;"><i>TBD by LTC</i></p> <p>There are currently no other active TUPs for commercial vacation rentals in this neighbourhood.</p>
ii. the Local Trust Committee may consider issuance of a temporary use permit for commercial vacation rental if the proposal does not alter the residential appearance of neighbourhood.	<p style="text-align: center;"><i>Included as a condition of the permit</i></p> <p>Condition 4.1 of Draft TUP</p>
iii. the Local Trust Committee may require mitigating measures to address neighbour concerns, such as screening and fencing; the Local Trust Committee may consider issuance of a temporary use permit for commercial vacation rentals in situations where the proximity of dwelling under consideration for a commercial vacation rental to a neighbouring dwelling is such that screening or fencing is practical or able to mitigate potential impacts or address neighbour privacy issues	<p style="text-align: center;"><i>Included as a condition of the permit</i></p> <p>Subject property and subject Single Family Dwelling well screened from road and neighbouring properties.</p>
iv. a temporary use permit respecting a parcel in the Agricultural Land Reserve shall require the approval of the Agriculture Land Commission prior to the permit being issued	<p style="text-align: center;"><i>N/A - Not in the ALR.</i></p>
v. the landowner should be required to provide a written plan for the supply of water for the duration of the permit in the amount of 227 litres (50 imperial gallons) per paying guest.	<p style="text-align: center;"><i>Included as a condition of the permit</i></p> <p>See staff report and attached well test information.</p>

<p>vi. the landowner should be required to provide proof that the property is able to accommodate a minimum of two vehicles.</p>	<p><i>Included as a condition of the permit.</i></p> <p>The site plan included as Schedule "A" on the draft permit indicates adequate parking areas on the subject property. Condition 4.2 of Draft TUP.</p>
<p>vii. the landowner should be required to provide documentation from a qualified professional septic tank has been inspected to show it is working properly and capable of supporting the proposed occupancy load</p>	<p><i>Related conditions included in permit and recommended add</i></p> <p>Drain Doctors performed repair and maintenance on the system in July, 2019. Recommended add as Schedule "B" - Septic Filing to the draft TUP (see Staff Report).</p>
<p>viii. the landowner should be required to provide proof of an occupancy permit and written proof from a qualified professional that the dwelling meets the fire code.</p>	<p><i>No Occupancy Permit on RDN file/LTC could request building inspection</i></p> <p>RDN has no records of occupancy permits prior to 1972. The applicant has submitted an inspection report by the Gabriola Volunteer Fire Department Chief, indicating that the residence meets the requirements of the B.C. Fire Code. See Staff Report and attachment.</p> <p>Condition 4.9 of the Draft TUP requires proof of insurance.</p>
<p>ix. the owner or an operations manager should be required to reside on Gabriola and a condition of the permit should require that the owner or operations manager be available by telephone 24 hours/day, seven days per week.</p>	<p><i>Included as a condition of the permit.</i></p> <p>See condition 4.3 of Draft TUP. Owner has provided 24 hour on-island contact.</p>
<p>x. a condition of the permit should require that the owners or operations manager must provide neighbours within a 100 metres radius of the vacation rental with the manager's phone number, and a copy of the temporary use permit.</p>	<p><i>Included as a condition of the permit.</i></p> <p>See Condition 4.4 of Draft TUP.</p>
<p>xi. a condition of the permit should require that the landowner posts for guests information on noise bylaws, water conservation, fire safety, storage of garbage, septic care and control of pets (if pets are permitted)</p>	<p><i>Included as a condition of the permit.</i></p> <p>See Guest Information attachment to staff report which provides required information to guests.</p>

<p>xii. a condition of the permit should restrict the maximum number of people that can stay to a maximum of two guests per bedroom.</p>	<p style="text-align: center;"><i>Included as a condition of the permit.</i></p> <p>Conditions 4.7 and 4.8 of Draft TUP.</p>
<p>xiii. a condition of the permit should restrict the maximum number of signs advertising the commercial vacation rental to one sign, with a maximum area of 0.3 square metres, be made of wood and not illuminated.</p>	<p style="text-align: center;"><i>Included as a condition of the permit.</i></p> <p>Condition 4.10 of Draft TUP.</p>
<p>xiv. a condition of the permit should prohibit the rental or provision of motorized personal watercraft to rental clients.</p>	<p style="text-align: center;"><i>Included as a condition of the permit.</i></p> <p>Condition 4.11 of Draft TUP.</p>
<p>xv. a condition of the permit should limit the number of bedrooms to:</p> <ul style="list-style-type: none"> <li>• a maximum of 3 on lots smaller than 2.0 hectares; and</li> <li>• a maximum of 4 on lots of 2.0 hectares or larger</li> </ul>	<p style="text-align: center;"><i>Included as a condition of the permit.</i></p> <p>Subject property is less than 2 hectares. Applicant requests 3 bedrooms and Condition 4.8 of Draft TUP restricts to 3.</p>
<p>xvi. a condition of the permit should prohibit recreational vehicles or camping.</p>	<p style="text-align: center;"><i>Included as a condition of the permit.</i></p> <p>Draft TUP Condition 4.12</p>
<p>xvii. such other considerations as are deemed applicable with respect to a specific commercial vacation rental application.</p>	<p style="text-align: center;"><i>TBD by LTC</i></p> <p>Additional condition recommended to be added to draft permit as septiSchedule "B" and related conditions.</p>
<p>xviii. the Local Trust Committee may require water metering</p>	<p style="text-align: center;"><i>TBD by LTC</i></p>
<p>xix. the Local Trust Committee may consider a professionally registered house inspector report if an occupancy permit is not available, indicating that the house is safe and appropriate for the proposed commercial vacation rental use and activities.</p>	<p style="text-align: center;"><i>TBD by LTC</i></p> <p>Staff consider the fire department inspection to satisfy. Condition 4.9 of the Draft TUP requires property insurance proof. LTC could require building inspection.</p>
<p>xx. the Local Trust Committee may require the landowner to post information for guests about awareness and sensitivity to First Nation sites and artifacts</p>	<p>Currently not included in guest info package. Included in permit condition 4.5</p>

# Attachment 5

**From:** BRIAN STRACHAN <[gabriolawater@shaw.ca](mailto:gabriolawater@shaw.ca)>

**Sent:** Sunday, December 20, 2020 10:49:24 AM

**To:** Rob Griesdale | Blackfish Homes <[Rob@blackfishhomes.ca](mailto:Rob@blackfishhomes.ca)>

**Subject:** Flow test

I was asked to preform a flow test on a well at 1510 Barrett Road, Gabriola BC. I did the test December 19 th, 2020 at the mentioned address.

I ran the well for 180 minutes at a rate of 5 imperial gallons per minute, the total volume of water was 900 gallons. The water remained clear and the flow rate did not change during my test.

My conclusion regarding the flow rate of the well is that the well yield is at least 5 gallons per minute.

Any questions please ask.

Brian Strachan WPI 06041201

Gabriola Waterworks

915 Horseshoe Road

Gabriola BC

V0R 1X3

Attachment 6

**GABRIOLA VOLUNTEER FIRE DEPARTMENT**

**Box 89,  
Gabriola, B.C.,  
V0R 1X0**

**Telephone: (250) 247-9677**

**Fax: (250) 247-9850**

**Email: gabfire@home.com**

December 17, 2020

Erika Nassichuk  
1510 Barret Road  
Gabriola, B.C. V0R 1X0

**Re: 1510 Barret Road, Gabriola, B.C.**

On Thursday, December 16, 2020, the Gabriola Fire Department inspected the above noted property for a Temporary Use Permit (TUP). We were pleased to see that all our original suggestions to upgrade this property have been completed and that your WETT certification is in place.

Therefore, it is the opinion of the Fire Department that this property meets the Fire Code requirements for a TUP.

Should you have any questions, please do not hesitate to contact us.

Yours truly,



Will Sprogis,  
Fire Chief

WS:pm

## Attachment 7



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RELM Cottage – Gabriola  
Island  
GUEST INFORMATION BOOK

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# QUICK REFERENCE

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**Address:** 1510 Barrett Road

**Parking:** There is room in the driveway for 3-4 vehicles. There is a front gate that will be closed when you arrive. Feel free to leave it open for the duration of your stay.

**Door Code:** You will be given a door code prior to your arrival. Please do not give this door code out to anyone other than guests in your party.

**WIFI:** Network ID: GRIESDALE  
Password: 6046494667

**NO SMOKING AND DOGS ARE PERMITTED IF PREAPPROVED IN THE RENTAL AGREEMENT.**

**Garbage/Recycling:** Garbage, recycling and green waste can be placed in the proper labelled bins in the carport. For convenience, recycling bins are on the porch by the front door and can be transferred to the main bin when full. For longer stays, the garbage and recycling can be put out on garbage day. The schedule is posted on the fridge.

**Noise:** Quiet time is between 10pm to 8am. This is a quiet neighborhood. Please respect the neighbors. At all times, loud parties, yelling, dogs barking or loud amplified music will not be tolerated and is in contravention of the RDN Noise By-law. The bylaw is the last page of this document.

**Fire Safety:** The cabin is equipped with a fire extinguisher in the kitchen and smoke detectors in the bedrooms and main common areas. Please keep the areas in front of all the bedroom windows clear for egress in case of emergency.

**Check-in Time:** 4 PM (to ensure the cabin is clean for your arrival, no early check ins.)

**Check-out Time:** 11 AM (please see 'Check-Out' page for more details)

**Contact Numbers:** Please see 'Contact Numbers' page for details

# PROPERTY INFORMATION

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## CONTENTS:

### 1. PROPERTY INFORMATION

#### Appliances

- BBQ
- Firetable
- Washer and Dryer
- Coffee Maker

#### Electronics

- TV
- APPLE TV
- Playstation/DVD Player
- Alarm Clock – Master Bedroom

#### Other Info

- Front Door Keypad
- Fireplace
- Deck Heater
- Sofa Bed

### 2. CONTACT NUMBERS

### 3. CHECK-OUT LIST

### 4. LOCATION

### 5. RESTAURANTS

### 6. FERRY Schedule

# PROPERTY INFORMATION

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## APPLIANCES

### BBQ and Firepit

Propane is not included in the rental, but feel free to use whatever is remaining in the two bottles. If you want propane, take the empty tanks to the Co-op gas station on the island and pay to exchange them for full ones.

The BBQ propane tank has a built in 3- hour timer on the right-hand side of the unit located under the dials and just above the tank. Make sure the propane is turned on and turn the dial to an appropriate amount of time for your cooking needs. If you want to burn off the grill after cooking turn the dial back until it is close to the off position. Once the timer runs out the propane will shut off and the BBQ will turn off.

For the firetable, remove the plywood cover for the duration of your stay. It is there to keep debris out of burner. The firepit has an on/off key at the end of it to control the flow of propane. Once the propane tank is turned on, turn the on/off key to the left and hold the bbq lighter above the middle of the glass trench until it lights. Use the key to adjust the flame height. The propane tank is located at the bottom of the deck stairs to the yard. Please keep the flame to about 6"-8" max for safety.



### Washer and Dryer

The washer and dryer are located in the shed by the driveway. The key to the shed is hanging on the hook by the microwave. Laundry soap is located on the shelf about the units.

### Coffee Maker

Feel free to use any coffee pods that have been left. Please remove the pods after each use to keep the coffee maker clean for the next use.

# PROPERTY INFORMATION

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## ELECTRONICS

### TV's

Use the black remote that is marked 'Shaw' at the bottom.

Power button is at the top right to turn the cable box on.

If no picture comes up, use the input button on the LG (main) Sharp (bedroom) remote to select the source:

- HDMI 1 is for the Cable box
- HDMI 2 is for the Apple TV (main TV only)
- HDMI 3 is for the Playstation/DVD Player (main TV only)

For TV channels hit the 'Guide' button to see what channels are available. Use the arrows to scroll up and down in the channels and the "OK" button to select the channel.

### Apple TV (on main tv only) and Netflix

You will need you own ID accounts to access the features of the Apple TV and Netflix. If you use the Apple TV or Netflix during your stay **\*\*MAKE SURE TO LOG OFF OF YOUR ACCOUNT BEFORE YOU LEAVE\*\*** otherwise the next guests may get access to your account to use while at the house.

For Netflix, on the TV input setting (HDMI 1), hit the "Netflix" button on the LG remote. To get back to TV, hit the guide button on the Shaw remote.

### Alarm Clock – Bedrooms

The alarm clocks in the bedrooms have USB jacks (in the back) for charging your cell phone and other devices.

Press the snooze button to change the brightness of the display.



# PROPERTY INFORMATION

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## OTHER COTTAGE INFO

### **Front Door Keypad**

A code will be emailed to you prior to your arrival. Please do not give out the code to people outside of your group. To unlock the door, push the “Schlage” button to illuminate the keys (optional) and punch in the 4 digit code and the door will unlock. To lock the door, hit the Schlage symbol to lock the door.

### **Security Cameras**

We have 3 security cameras set up around the cabin. One on the front porch and two on the back deck. For your own privacy, unplug the cameras to turn them off but please plug them back on at checkout. They are plugged into outlets by the front door and at the top of the three stairs to the yard.

### **Fireplace**

The fireplace can be used only from Oct. 1<sup>st</sup> – April 1<sup>st</sup>. In the summer, there is most often a wood fire burning ban on the island that is strictly enforced. You will be sent a status of the current fire restriction with your introduction email. Firewood is stored in the carport, or fire logs can be purchased at the Ace Hardware back towards the ferry and shopping area.

### **Deck Heater**

There is an infrared heater on the deck. The switch is by the window below the heater outside. Press the button once to turn it on and once again to turn it on. It takes a few minutes to heat up, but if you turn it off once hot, let the element cool down fully before turning it back on. Please remember to turn it off after use, but it will automatically turn off at midnight.

### **Sofa Bed**

There is a pullout sofa bed in the sectional sofa in the TV room. The bed is already made up with sheets. The duvet, pillowcases and pillows are in the bin in the guest room. If you use the sofa bed, please leave the sheets and duvet on the sofa at the end of your stay so we know to wash them. (do not return them to the bin).

# PROPERTY INFORMATION

## **Heating and Cooling**

There cottage has a heatpump for heating and cooling. Use the mode button to scroll between “heat” and “cool” then use the up and down arrows to select the temperature up or down. There are also baseboard heaters in the bathrooms and bedrooms with thermostat knobs on the baseboards. The living room also has a wall-controlled heater in the floor by the front window. It can be turned up and down with the thermostat by the main bathroom. Please turn down all the heaters at checkout.

# PROPERTY INFORMATION

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## **Beach Chairs and toys**

The laundry shed has beach chairs and a bin of beach toys for you to use. Please return them after use. There are also 2 kids Kayaks in the large shed in the side yard along with kids' life jackets. **Please do not use them without life jackets.** If you take them down to the beach, please bring them back up.

## **Water Cooler**

There is a water cooler that you are welcome to use, however, we do not provide a bottle exchange program or supply full bottles. They can be exchanged at the Nesters Market.

**\*\*The tap water is totally safe for drinking and cooking. The water filters are changed and the water is tested annually\*\***

## **Towels and Bedding**

There is spare bedding located in the bins in each room should you need more. There are towels in the cupboard in the bathroom. There are separate towels for the bathroom, the beach and dogs and are labelled accordingly in the cupboard.

## **Pets**

We do allow dogs as long as you have been preapproved to bring them along. Please make sure you clean up after your dog in the yard. There are pet waste bags by the front door. There are dog towels in the bathroom to dry them off before you bring them inside. Please do not leave your dog unattended inside cottage or in the yard if you are not on the property.

# PROPERTY INFORMATION

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## **Garbage and Recycling**

The Garbage, Recycling and Compost cans are located in the carport. If they fill up on longer stays, please put them out on garbage day. There is a schedule posted on the fridge.

Recycling bins are provided for:

- Plastic Containers
- Paper/cardboard

Anything that can be returned for refund is not accepted in the large recycling bin. Please leave those items in the bins by the front door and the cleaner will return them to the depot.

Please take all garbage, recycling to the garage before you check out.

## **Water and Septic System**

The water for the cottage is completely safe for drinking. The water supply is from our private well that is tested and the filters are changed annually. Our cabin is on well water fed by pumps and run through filters and a UV light. We have the water tested annually and it is completely safe for drinking. Our well water is not endless, so while you are enjoying your stay, please do your best to conserve this resource. Try to reuse towels and bedding to limit laundry, have shorter showers and only run the dishwasher when it is full.

Thank you in advance for doing your part.

The septic system was recently installed in the side yard of the cabin and there shouldn't be any issues. Please do not flush anything other than toilet paper down the toilets. Throw any other items into the garbage.

# CONTACT NUMBERS

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**Unit Owners** (Rob and Erika).....604.649.4667 or 604.764.0199  
(For questions about the Unit or incase of emergency)

## **Emergency**

Fire, Police, Ambulance ..... 911

## **Medical Services**

Gabriola Medical clinic ..... 250.247.9922  
Open Monday to Friday 9am – 4pm

## **Police Services (non-emergency)**

RCMP (Police) ..... 250.247.8333

## **Transport**

Gabriola Taxi ..... 250.247.0049  
It is best to call ahead to plan a trip.

## **Restaraunts**

Woodfire ..... 250.247.0095  
The Kitchen..... 250.325.5505

# BEFORE YOU LEAVE / CHECK OUT

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**Before 11 am on the day of departure please take care of the following items:**



- Please leave the cottage neat and tidy and turn all lights off upon departure
- Make sure you have not left any personal possessions behind & check that all clothes have been removed from washer/ dryer, lock the laundry room and put the key back.
- Please ensure the thermostats throughout the unit are turned down to 10°C (can be lower or off in the summer months) and that the fireplace is out. (Oct. 1<sup>st</sup> – Apr. 1<sup>st</sup> only)
- Load and start the dishwasher with any kitchen items that have been used and put it on.
- Remove all garbage and recycling and put in designated garbage area. Do not under any circumstances leave garbage outside as it will attract wildlife.
- Place used towels in the bathtub / shower and don't make the beds on the last day.
- If sofa bed has been used, please leave linens in living area on top of sofa and do not return to the bin.
- Please check that the patio doors are locked, all windows are closed & the front door is locked behind you.
- If you used Netflix on the Apple TV, please log off of your account.
- Please make sure the outdoor cushions have been removed and brought back inside. They are stored in the corner of the TV room by the window.

# LOCATION

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The cottage is located at 1510 Barrett Rd. Once you get off the ferry, go up the hill on South Rd and take the left at the top of the hill onto North Rd. Follow North Rd. for about 3.5 km's and turn left on Barrett Rd. Follow Barrett Rd for 2.1 Km's and it will turn into a dead-end gravel road. The cottage is the second driveway on the left once you are on the gravel road.

**Nesters Market (grocery store) / BC Liquor store / IDA Drug Store and much more:**  
All the stores are located on North Road back towards the ferry. The Nesters market and Pharmacy are located at North Rd. and Lockinvar Rd. and the Liquor Store is located across North Rd. by the Co-op Gas station. There is also a private liquor store located in the same complex as Nesters Market

# RESTAURANTS

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There are many restaurants available for your dining pleasure.

Here is a list of the Top 8 restaurants as rated on Trip Advisor – Jan 2020  
([www.tripadvisor.ca](http://www.tripadvisor.ca))

1. Woodfire Restaurant and Catering
2. Roberts Place
3. Mad Ronas Coffee Cafe
4. The Kitchen
5. The Sunset Lounge Dining Bar
6. Silva Bay Restaurant and Pub - \*\*Closed – Reopening in 2021\*\*
7. Wishbone
8. Skol Pub

# Ferry Schedule

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Leave Nanaimo Harbour (Vancouver Island)	Leave Gabriola Island (Descanso Bay)
5:45 am <i>Daily except Sat, Sun, Dec 25 &amp; Jan 1</i>	5:15 am <i>Daily except Sat, Sun, Dec 25 &amp; Jan 1</i>
6:45 am <i>Daily except Sun, Dec 25 &amp; Jan 1</i>	6:20 am <i>Daily except Dec 25 &amp; Jan 1</i>
8:10 am <i>Daily</i>	7:35 am <i>Daily except Sun</i>
9:25 am <i>Daily</i>	8:50 am <i>Daily</i>
10:40 am <i>Daily except Wed are (DC)</i>	10:05 am <i>Daily</i>
11:55 am <i>Daily</i>	11:20 am <i>Daily</i>
1:10 pm <i>Daily</i>	12:35 pm <i>Daily</i>
2:25 pm <i>Daily</i>	1:50 pm <i>Daily</i>
3:45 pm <i>Daily</i>	3:05 pm <i>Daily</i>
5:10 pm <i>Daily</i>	4:20 pm <i>Daily</i>
6:25 pm <i>Daily</i>	5:50 pm <i>Daily except Wed are (DC)</i>
7:35 pm <i>Daily</i>	7:00 pm <i>Daily</i>
9:10 pm <i>Daily</i>	8:40 pm <i>Daily</i>
10:05 pm <i>Daily except Wed</i>	9:40 pm <i>Daily</i>
11:00 pm <i>Daily</i>	10:35 pm <i>Daily except Wed</i>

DC Wednesday sailings will be replaced by Dangerous Cargo sailings. No other passengers permitted.

# RDN Noise Bylaw

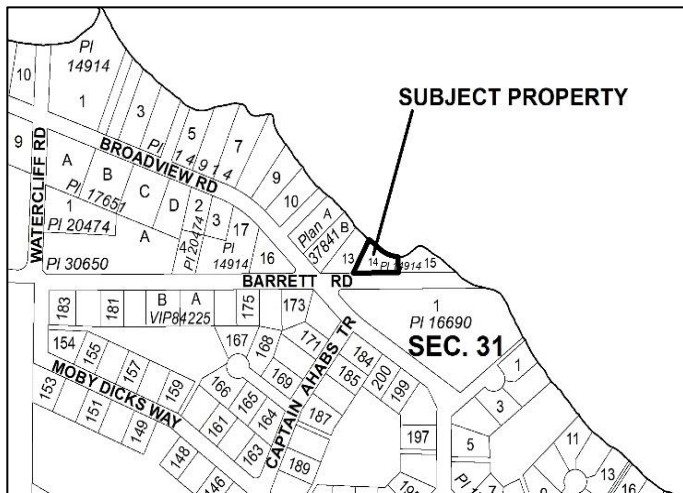
Act	Prohibited Period of Time
1. The operation of an electronic device or group of connected electronic devices incorporating one or more loudspeakers or other electro-mechanical transducers, and designed for the production, reproduction or amplification of sound, including but not limited to radios, record players, compact disc players, televisions, receivers and audio and video tape players.	At all times
2. The operation of an auditory signalling device, including but not limited to the ringing of bells or gongs and the blowing of horns or sirens or whistles, or the production, reproduction or amplification of any similar sounds by electronic means except where required or authorized by law.	10:00 p.m. to 8:00 a.m.
3. Persistent barking, calling, whining or other similar persistent sound made by a domestic pet, other animal or bird, kept or used for a purpose other than agriculture.	At all times
4. Persistent yelling and shouting.	At all times
5. The operation of a motor vehicle other than on a highway or other place intended for its operation.	At all times
6. The operation of a motor vehicle on a highway in a manner which results in tires squealing, racing its engine or without effective unmodified exhaust or intake muffling device which is in good working order and in constant operation.	At all times
7. The operation of a mechanical device, including but not limited to power saws and compressors.	8:00 p.m. to 8:00 a.m.

**NOTICE**  
**GABRIOLA ISLAND LOCAL TRUST COMMITTEE**  
**TEMPORARY USE PERMIT**  
**GB-TUP-2020.3 (Nassichuk & Griesdale)**

**NOTICE** is hereby given that the Gabriola Island Local Trust Committee will be considering a resolution to issue a Temporary Use Permit, pursuant to Section 493 of the *Local Government Act*.

The purpose of this Permit is to allow the operation of a commercial vacation rental on the property legally described as: **LOT 14, SECTION 31, GABRIOLA ISLAND, NANAIMO DISTRICT, PLAN 14914 (PID: 004-320-841, 1510 Barrett Road, Gabriola)**

The general location of the property subject to the proposed permit is shown on the following sketch:



**Enquiries or comments** should be directed to Ian Cox, Planner 1 at (250) 247-2204, for Toll Free Access, request a transfer via Enquiry BC: In Vancouver 604-660-2421 and elsewhere in BC 1-800-663-7867, before **4:00 p.m., March 2, 2021**.

**Written submissions:**

**Mail:** Islands Trust, 700 North Rd  
 Gabriola, BC V0R 1X3  
**Fax:** 250-247-7514  
**Email:** [icox@islandstrust.bc.ca](mailto:icox@islandstrust.bc.ca)

A copy of the Permit may be inspected at the Islands Trust Northern Office Bulletin Board, 700 North Road, Gabriola Island, BC, from **February 18 to March 2, 2021** and on the Islands Trust website:

<http://www.islandstrust.bc.ca/islands/local-trust-areas/gabriola/current-applications/>

Following the end of the notice period, the Gabriola Island Local Trust Committee may consider issuance of the proposed Permit at its **Electronic Business Meeting** to be held at **10:30 am, Thursday, March 4, 2021**.

**To listen or listen and view the Gabriola Island Trust Committee meeting, March 4, 2021 starting at 10:30 a.m., the public may join the meeting by:**

**Electronically:** <https://islandstrust.zoom.us/j/64202464820>

**By phone:** 833 955 1088 (Toll Free) or 833 958 1164 (Toll Free)

\*9 to raise hand \*6 to unmute

**Webinar ID:** 642 0246 4820

**Live Stream (to watch only):** <https://colaboratevideo.net/islandstrust/C>

Please refer to the posted agenda on the Islands Trust website ([www.islandstrust.bc.ca](http://www.islandstrust.bc.ca)) at the beginning of that week for an indication of where this application is placed on the agenda.

Written comments made in response to this notice will also be available for public review.

**Becky McErlean**  
**Deputy Secretary**

# RECORD OF SEWERAGE SYSTEM

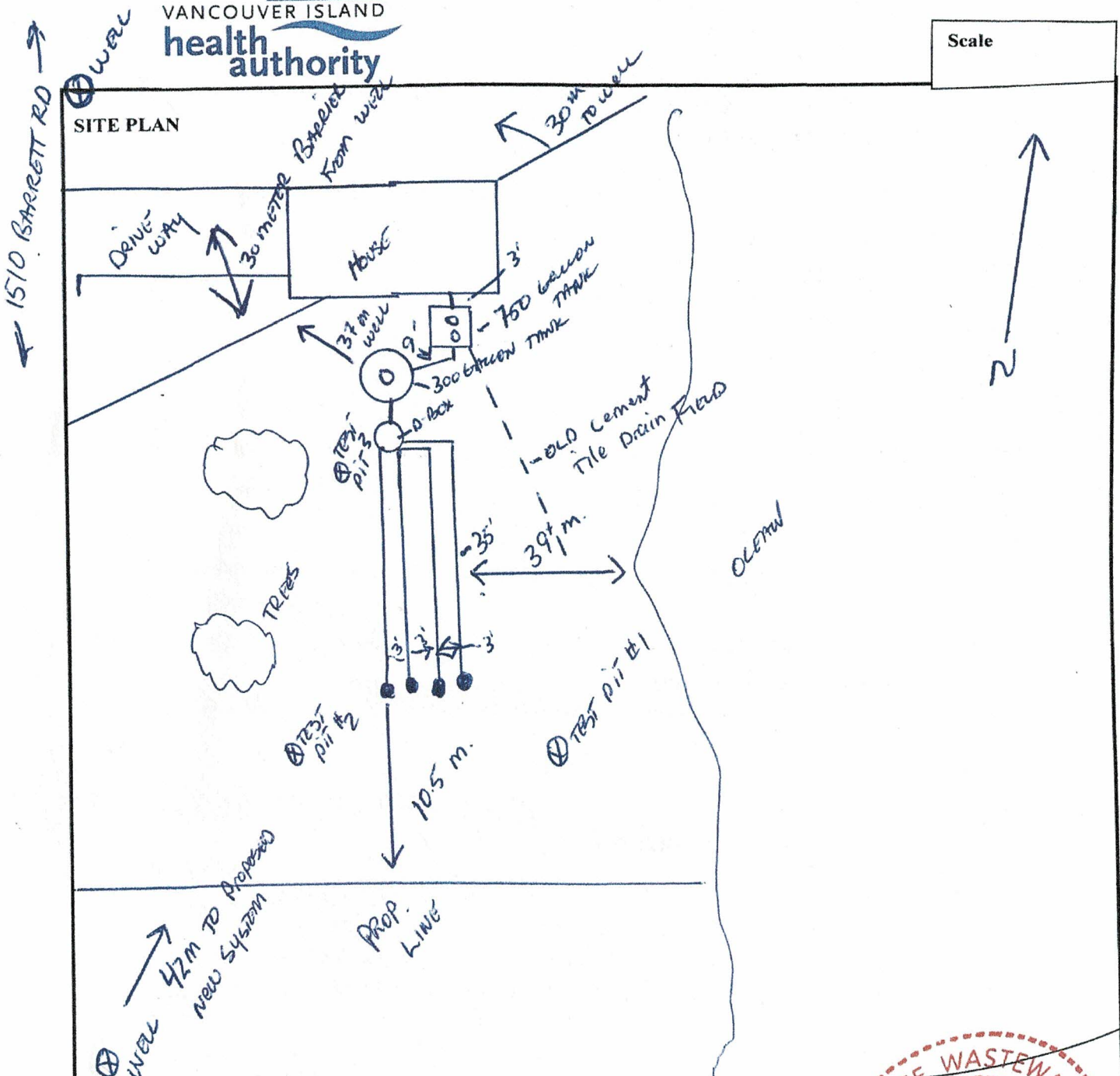
## Attachment 9



		Filing # (OFFICE USE ONLY)	
1. Property Information	<input checked="" type="checkbox"/> New Construction <input type="checkbox"/> Alteration <input checked="" type="checkbox"/> Repair <input type="checkbox"/> Amendment - Original Filing #		
	Tax Assessment Roll #	PID # 001-320-891	
Legal Description (Plan, Lot, District Lot, Block Numbers) LT 14 PLAN U1P14914 SECT 31 - GABRIOLA			
Street (Civic) Address or General Location 1510 BARRETT RD Sct 31		City GABRIOLA	
2. Owner Information	Name of Legal Owner Rob GRIEBOALÉ	Mailing Address SAME AS ABOVE	
	Phone —	City —	Prov    Postal Code —
3. Authorized Person Information	Name of Authorized Person Doregl SAAM.		Mailing Address 2551 QUENMOLL RD
	Phone 250-713-0481	City NUNAVIMO	Prov    Postal Code BC V8T 1K4
	Registration # 0863	Email draindoctors@shaw.ca	
	Sewerage System Will Serve: 3 BEDROOM 1300 DDF		
4. Structure Information	<input checked="" type="checkbox"/> Single Family Dwelling <input type="checkbox"/> Other Structure (specify) _____ <input type="checkbox"/> Other Dwelling (specify) _____		
	The sewerage system is designed for an estimated minimum daily domestic sewage flow of (check one) <input checked="" type="checkbox"/> Less than or equal to 9,100 litres <input type="checkbox"/> More than 9,100 litres but less than 22,700 litres		
5. Site Information	Depth of native soil to seasonal high water table or restrictive layer (cm) 123 cm	Information respecting the type, depth and porosity of the soil is attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	GPS Location of System (decimal degrees) Latitude 49° 10' 40" N	Longitude 123° 47' 33" W	
Horizontal Accuracy (m) .5		<input checked="" type="checkbox"/> Recreational GPS <input type="checkbox"/> Differential GPS	
6. Drinking Water Protection	Will the sewerage system be located less than 30 m from a well? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
	If yes, attach a professional's report and specify the intended distance _____ (m) Distance of proposed sewerage system to the closest body of surface water 33+ (m)		
7. System Information	Sewerage treatment method <input checked="" type="checkbox"/> Type 1 <input type="checkbox"/> Type 2 <input type="checkbox"/> Type 3		
8. Legal or Regulatory Considerations	<input checked="" type="checkbox"/> Construction of the proposed sewerage system will not conflict with legal instruments registered on the property.		Is this filing submitted as the result of an order from the Health Authority? <input type="checkbox"/> Yes (attach a copy of the order) <input checked="" type="checkbox"/> No
	Plot Plan (to scale) and specifications are attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
9. Plot Plan and Specifications	<input checked="" type="checkbox"/> The plans and specifications are consistent with Standard Practice		
	Source of Standard Practice: <input type="checkbox"/> Ministry of Health Standard Practice Manual <input type="checkbox"/> Other		
10. Authorized Person's Signature	Signature 		OFFICE USE ONLY
	Date July 19 2019	Filing Accepted Date Receipt Number	

Scale

SITE PLAN



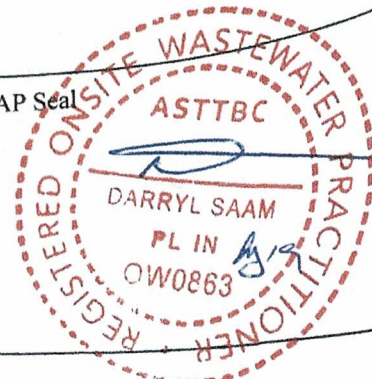
PERC TEST RESULTS

Hole #1	0.9
Hole #2	1.8
Hole #3	1.2
Hole #4	

SOIL INVESTIGATION RESULTS(Describe)

Observation Hole #1	Observation Hole #2
Sandy/loam	Sandy/loam
140cm Root. height	123cm Root height

AP Seal





**DRAIN DOCTOR**  
 Septic Services  
 #3 - 5144 Metral Drive  
 Nanaimo, B.C.  
 250-585-4443  
 www.draindoctors.ca

Design Date: July 19 2019

Proposed Installation Date: July 23 2019

Designed/Installed by: Darryl Saam, PL, IN, ROWP 0863

1

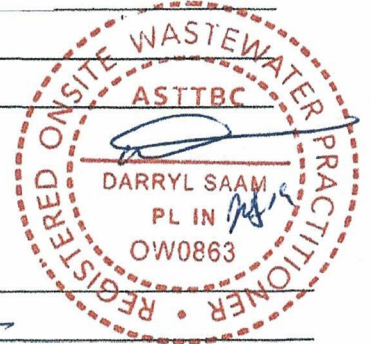
## PROPERTY INFORMATION

Property address: 1510 BARRETT RD Gabriola Island

Legal Description: LT 14 PLAN V1014914 Sect 31

PID# 004-320-841

Roll# [REDACTED]



2

## CLIENT & HOUSEHOLD INFORMATION

Client Names: Rob GRIGORIE

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

No. Bedrooms: 3 No. Residents: 4

Garbage Disposal: NO Dishwasher: YES

Other Buildings Connected: NO Jacuzzi/Hot Tub: NO

High Efficiency Furnace: NO Water Softener: NO

\*Furnace and water softeners should not be plumbed into the septic system

3

## SETBACKS/ELEVATIONS

GPS COORDINATES: 49°10'40"N 123°47'33"W

### SETBACKS

<u>9</u> m - Tank setback to property line	<u>10</u> m - Drainfield setback to property line
<u>1</u> m - Tank setback to nearest building	<u>5</u> m - Drainfield setback to building
<u>38</u> m - Tank setback to nearest well	<u>32</u> m - Drainfield setback to nearest well
<u>N/A</u> m - Drainfield setback to public water	<u>N/A</u> m - Tank setback to public water

4

## SOIL DATA

Design texture: <u>Sandy / loam.</u>	Soil Linear Loading Rate: <u>40</u> pd/m <sup>2</sup>
Depth of restricting layer: <u>123</u> cm	Elevation at surface: <u>N/A</u> m
Elevation of restricting layer: <u>N/A</u> m	Elevation of bottom of dispersal media: <u>N/A</u>
Soil verification performed: <u>YES</u>	Soil Structure: <u>Single Grain</u>
Coarse Fragment: <u>5-10</u> %	Soil Type: <u>Friable - med Brown</u>
Glaying Depth: <u>120</u> cm	Perk Test Results: <u>1.2 - 1.8</u>

# 5

## SYSTEM TYPE

System Condition: OLD DRAIN FIELD De-commissioned System Type: Type 1 - Leach Gravity  
 Type of Distribution Media: 3" Perf pvc Type of Distribution: Gravity  
 Type of Soil Treatment and Dispersal Area: Small 3/4 Drain Rock  
 Existing System Abandoned: Yes (Field) Method of Abandonment: De-commission

# 6

## DESIGN FLOW AND TANKS

Number of Septic Tanks: 2 Total volume of septic tanks: 3785 Litres  
 Number of Lift Tanks: — Total volume of lift tanks: — Litres  
 Effluent Screen and Alarm: Filter #of compartments in septic tank: 3  
 Pump size: N/A hp Cover over tank: 1 meters  
 Pump manufacture: — Insulation on: —  
 Pump alarm: — Schedule 40: —  
 Water or Elapsed Time Meter: — Number: — hours  
 Event Counter: — Number: — events  
 Air test required: —

# 7

## SYSTEM DESIGN TYPE

### TRENCH DESIGN SUMMARY (LEAVE BLANK IF NOT TRENCH DESIGN)

Number of trenches: 4 Linear meters of trench: N/A m  
 Trench width: 12" cm Trench length: 11.8 m  
 Trench depth: 24" cm Depth of topsoil: 12" cm

### INFILTRATOR OPTION: Standard Chamber

Square feet required: — cm  
 No. chambers needed: — cm

### SAND/GRAVEL OPTION

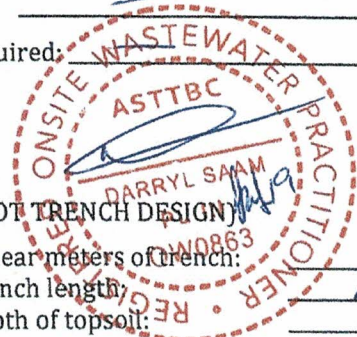
Depth of media under pipe: 16 cm  
 Depth over pipe: 36 cm  
 Total cubic yards sand/gravel: 20 y<sup>3</sup>

### MOUND DESIGN SUMMARY (LEAVE BLANK IF NOT MOUND DESIGN)

Mound width: — m Depth of clean sand (upslope on bed): — cm  
 Mound length: — m Depth of clean sand (downslope on bed): — cm  
 Depth of rock: — cm Clean sand: — yds  
 Down slope width: — m Clean rock: — yds  
 Upslope width: — m Depth of topsoil: — cm

### PRESSURE BED DESIGN SUMMARY (LEAVE BLANK IF NOT BED DESIGN)

Pressure bed width: — m Absorption area: — m<sup>3</sup>  
 Pressure bed length: — m Clean rock: — yds  
 Pressure bed depth: — cm Loamy topsoil cover: — yds  
 Media depth under pipe: — cm Depth of topsoil: — cm



➤ **PRESSURE DISTRIBUTION/PUMP SPECIFICATION (LEAVE BLANK IF NOT PRESSURE)**

Number of perforated laterals: \_\_\_\_\_ m  
 Lateral length: \_\_\_\_\_ m  
 Perforations per lateral: \_\_\_\_\_  
 Perforation spacing: \_\_\_\_\_ m  
 Perforation size: \_\_\_\_\_ cm  
 Total number of perforations: \_\_\_\_\_ perfs  
 Squirt height: \_\_\_\_\_ cm

**DOSING CHAMBER**

Perforation spacing: \_\_\_\_\_ m  
 Lateral length: \_\_\_\_\_ m  
 Perforation size: \_\_\_\_\_ cm  
 Doses per day: \_\_\_\_\_ doses  
 Litres per dose: \_\_\_\_\_ litres  
 Alarm depth: \_\_\_\_\_ cm  
 Perforations per lateral: \_\_\_\_\_

**DEMAND**

Pump on: \_\_\_\_\_ cm / Pump off: \_\_\_\_\_ cm  
 Set properly: \_\_\_\_\_

**TIMER**

Time on: \_\_\_\_\_ min / Time off: \_\_\_\_\_ min  
 Calibrated: \_\_\_\_\_

➤ **FLAT BED BIOFILTER SYSTEM (LEAVE BLANK IF NOT FLAT BED)**

Pressure: \_\_\_\_\_  
 Media Filter Type: Absorbent Foam Filter Medium  
 Number of flat beds used: \_\_\_\_\_  
 cBOD5 Percentage Removal: \_\_\_\_\_ 98%  
 TSS Percentage Removal: \_\_\_\_\_ +98%  
 Fecal Coliforms Percent Removal: \_\_\_\_\_ +99%  
 Syphon: \_\_\_\_\_  
 Size of flat beds used: \_\_\_\_\_  
 Daily Designed Flow per flat bed: \_\_\_\_\_  
 BOD5 Median Concentration: \_\_\_\_\_ 4 mg/L  
 TSS Median Concentration: \_\_\_\_\_ 4 mg/L  
 Fecal Coliform Concentration: 17,900 cfu/100 ml

**DOSING CHAMBER**

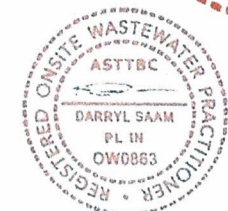
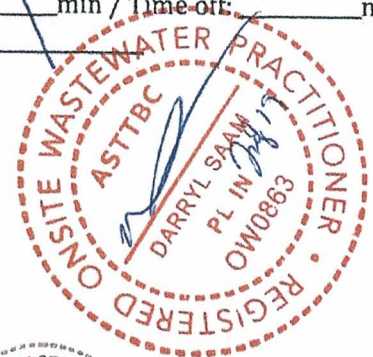
Doses per day: \_\_\_\_\_ doses  
 Alarm depth: \_\_\_\_\_ cm  
 Litres per dose: \_\_\_\_\_ Litres

**DEMAND**

Pump on: \_\_\_\_\_ cm / Pump off: \_\_\_\_\_ cm  
 Set properly: \_\_\_\_\_

**TIMER**

Time on: \_\_\_\_\_ min / Time off: \_\_\_\_\_ min  
 Calibrated: \_\_\_\_\_



**8**

**MANAGEMENT PLAN REQUIREMENTS**

Has the Designer completed a System check? YES  
 Has Septic System Owner's Guide been handed out? YES

**9**

**AUTHORIZATION**

**DARRYL GEORGE SAAM - Planner/Installer ROWP 0863**

*I hereby certify that I have completed this work in full accordance with all of the applicable ordinances, rules and laws contained within the Standards of Practice.*

\_\_\_\_\_  
 Darryl Saam, PL, IN, ROWP 0863

July 19 2019  
 Date

# Attachment 10

December 22, 2020

## **Water Supply Plan – 1510 Barrett Road, Gabriola Island**

To whom it may concern:

We purchased 1510 Barrett Road in July, 2019. Since purchasing this property, we have made the following modifications with respect to water conservation:

- We removed the two existing toilets and installed two low flow toilets
- We confirmed that the one shower head is a low flow shower head
- We removed the old flower beds and re-instated only native vegetation so that none of the vegetation on the lot requires watering
- We put down a native seed mix on all exposed areas of the yard (after the septic system was installed) to prevent soil erosion and we purposefully let these plants go dormant in the summer; no lawn watering is required and we actively chose vegetation that will not be watered. We know that allowing grasses to go dormant in the summer months will strengthen their root production and that going dormant is a natural part of their yearly growing cycle

In addition to these modifications, we have signage up around the cabin letting people know that we are on a well system and that water is a valuable resource which is not to be wasted.

We do not require water to be shipped to the property. The well on site feeds the newly installed cistern. We installed the cistern in order to reduce the strain and wear and tear on the well pump as recommended by the water quality testing company based in Nanaimo that checks our well and filter system yearly. Please see the professional assessment of the current well flow rate in the separate documentation from Brian Strachan, from Gabriola Waterworks. The well flow rate exceeds the requirements outlined in the TUP application.

Sincerely,

Erika Nassichuk and Rob Griesdale

Attached: Signage Example from 1510 Barrett Road

## Well Water System

Dear Guests,

Our cabin is on well water fed by pumps and run through filters and a UV light. We have the water tested annually and it is completely safe for drinking.

Our well water is not endless, so while you are enjoying your stay, please do your best to conserve this resource. Try to reuse towels and bedding to limit laundry, have shorter showers and only run the dishwasher when it is full.

Thank you in advance for doing your part.

Figure 1: Example of signage up around the property at 1510 Barrett Road.

**From:** Rosser, Sunny <[SRosser@rdn.bc.ca](mailto:SRosser@rdn.bc.ca)>  
**Sent:** Thursday, February 4, 2021 12:45 PM  
**To:** Scott Colbourne <[scolbourne@islandstrust.bc.ca](mailto:scolbourne@islandstrust.bc.ca)>; Kees Langereis <[klangereis@islandstrust.bc.ca](mailto:klangereis@islandstrust.bc.ca)>; northinfo <[northinfo@islandstrust.bc.ca](mailto:northinfo@islandstrust.bc.ca)>  
**Cc:** Heather Kauer <[hkauer@islandstrust.bc.ca](mailto:hkauer@islandstrust.bc.ca)>; Redpath, Nicholas <[NRedpath@rdn.bc.ca](mailto:NRedpath@rdn.bc.ca)>; Simpson, Courtney <[CSimpson@rdn.bc.ca](mailto:CSimpson@rdn.bc.ca)>  
**Subject:** Initiation of Regional Growth Strategy Amendment for Nanaimo Airport Lands

Good afternoon Gabriola Island Local Trust Committee,

Please see the attached letter providing notification of the initiation of a process to amend the Regional Growth Strategy (RGS) and an intent to consult with affected local governments. The draft RGS amendment bylaw is attached for your information and you are respectfully invited to provide comments prior to March 4, 2021.

Originals have been mailed to you.

Kind Regards

**Sunny Rosser**  
Administrative Associate  
Strategic & Community Development

**Regional District of Nanaimo**  
6300 Hammond Bay Road  
Nanaimo, BC V9T 6N2  
T: (250) 250-390-6510 | Email: [srosser@rdn.bc.ca](mailto:srosser@rdn.bc.ca)  
[RDN](#) | [Get Involved RDN](#) | [Facebook](#) | [Twitter](#) | [Instagram](#)

This email is confidential and may be privileged; it is for the use of the named recipient(s) only. If you are not an intended recipient of this email, please notify the sender immediately and do not copy or disclose its contents to any person or body. Any use of this email by an unintended recipient is prohibited. The accuracy or completeness of the information attached to, or disclosed in this email is not guaranteed by the sender.

February 3, 2021

Gabriola Island Local Trust Committee  
Islands Trust  
700 North Road  
Gabriola Island, BC V0R 1X3

**Re: Initiation of Regional Growth Strategy Amendment for Nanaimo Airport Lands**

Dear Local Trust Committee,

This letter is to advise you of the initiation of a process to amend the Regional Growth Strategy (RGS). On December 8, 2020, the Regional District of Nanaimo (RDN) Board initiated the Regional Growth Strategy amendment and on January 26, 2021, the Board adopted a consultation plan.

The draft RGS amendment bylaw is attached for your information and you are respectfully invited to provide initial comments prior to March 4, 2021. First reading of RGS amendment bylaw is planned for consideration at the March 9, 2021 Committee of the Whole and March 23, 2021 Board meetings. After first reading, a formal referral of the proposed bylaw will be sent with a 60-day period for response.

Since 2003, the RDN and the Nanaimo Airport Commission have been in discussion to align RDN land use bylaws with the Nanaimo Airport Master Plan and Land Use Plan. Amendments to RGS maps will extend the Cassidy Village Centre boundary to include part of the highway frontage of the Airport lands and adjust the boundary between the Industrial Lands designation and the Resource Lands and Open Space designation.

The associated amendments to the Electoral Area A Official Community Plan and the Zoning Bylaw were given first and second reading on September 17, 2020, and a public hearing was held on November 4, 2020. A joint public hearing is planned for all three associated amendment bylaws (RGS, Official Community Plan and Zoning Bylaw) prior to third reading. Background information and the proposed Official Community Plan and Zoning Bylaw can be found on the project website at [getinvolved.rdn.ca/airport](http://getinvolved.rdn.ca/airport).

If you have any questions about this proposed amendment we would be pleased to meet with you or your staff to discuss this project or to answer any questions you may have. Alternately, Kim Fowler, Manager, Long Range Planning, Energy and Sustainability may be reached at [kfowler@rdn.bc.ca](mailto:kfowler@rdn.bc.ca) or 250-390-6510.

Sincerely,

A handwritten signature in black ink that reads "Tyler Brown". The signature is fluid and cursive, with the first name "Tyler" and last name "Brown" clearly distinguishable.

Tyler Brown, Chair  
Regional District of Nanaimo Board

Encl. Draft RDN Regional Growth Strategy Amendment Bylaw No. 1615.04, 2020

cc. Heather Kauer, Regional Planning Manager

**REGIONAL DISTRICT OF NANAIMO  
BYLAW NO. 1615.04, 2020**

**A Bylaw to Amend  
Regional District of Nanaimo Regional Growth Strategy Bylaw No. 1615, 2011**

The Board of the Regional District of Nanaimo, in open meeting assembled, enacts as follows:

**1) TITLE**

This Bylaw may be cited as “Regional District of Nanaimo Regional Growth Strategy Amendment Bylaw No. 1615.04, 2020”.

**2) AMENDMENT**

The “Regional District of Nanaimo Regional Growth Strategy Bylaw No. 1615, 2011”, is hereby amended as follows:

- a) To Appendix A, Map 4 Land Use Designations, by making the following land use designation changes:
  - i) for the land legally described as “Lot 2 of Sections 1 & 2, Range 8, Cranberry District and of District Lots 2 & 15 Bright District, Plan VIP68713”, changing the designation from a split designation of “Industrial Areas” and “Resource Lands and Open Space” to a split designation of “Industrial Areas” and “Rural Village Area”, as shown in Schedule ‘1’ attached to and forming part of this bylaw.
  - ii) For the land legally described as “Lot 3, District Lot 15, Bright District, Plan VIP68713”, changing the designation from “Resource Lands and Open Space” to “Industrial Lands”, as shown in Schedule ‘1’ attached to and forming part of this bylaw.
- b) By deleting Appendix B, Sheet 16 and replacing it with the map shown in Schedule ‘2’ attached to and forming part of this bylaw.
- c) To Appendix A, Maps 1 to 5, by changing the “Growth Containment Boundary” outline for the lands designated “Cassidy Rural Village Centre” to match the area shown in the replaced Appendix B, Sheet 16.

Introduced and read two times this \_\_\_\_ day of \_\_\_\_\_, 20 XX.

Read a third time this \_\_\_\_ day of \_\_\_\_\_, 20 XX.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 20 XX.

\_\_\_\_\_  
Chair

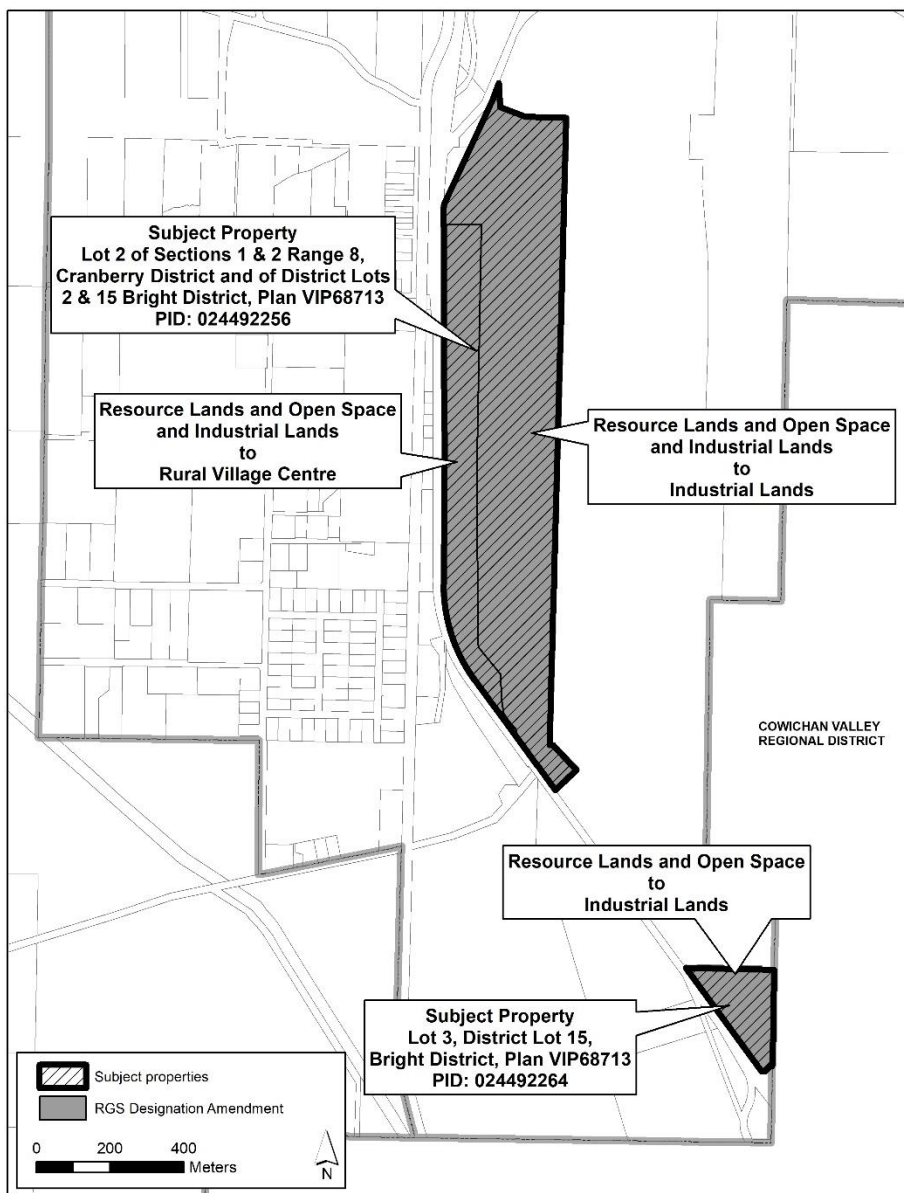
\_\_\_\_\_  
Corporate Officer

Schedule '1' to accompany "Regional District of Nanaimo Regional Growth Strategy Amendment Bylaw No. 1615.04, 2020"

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Corporate Officer

**Schedule '1'**

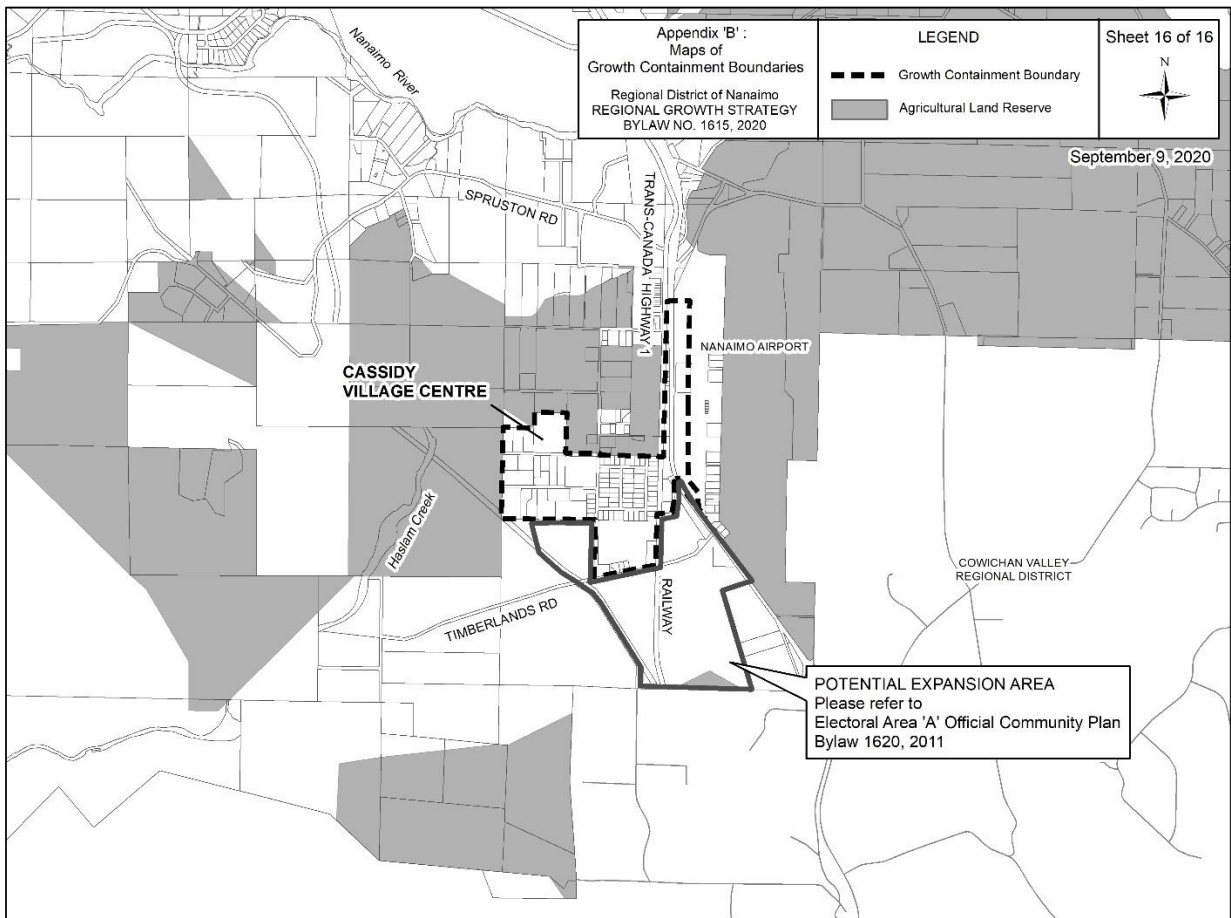


Schedule '2' to accompany "Regional District of Nanaimo Regional Growth Strategy Amendment Bylaw No. 1615.04, 2020"

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Corporate Officer

**Schedule '2'**





## Islands Trust Conservancy Report to Local Trust Committees and Bowen Island Municipality January 26, 2021

### Islands Trust Conservancy Board News

Due to the COVID-19 pandemic, the Islands Trust Conservancy (ITC) Board continues to hold meetings electronically due to Ministerial Orders under the Emergency Program Act and requirements or recommendations under the Public Health Act. Meetings are live-streamed and recorded, and the public can participate by connecting to the link or the phone number provided in the meeting notice. Electronic meetings have resulted in cost savings to ITC as well as reductions in travel time and greenhouse gas emissions for Board members.

Staff have posted the ITC Board meeting schedule for 2021 here:  
[www.islandstrustconservancy.ca/about-us/meetings/](http://www.islandstrustconservancy.ca/about-us/meetings/).

The ITC Board directed staff to add “Public Comments and Delegations”, a town hall opportunity, to the standing agenda, allocating 15 minutes to this new section.

An election was held for Board Chair and Vice Chair positions as required by the ITC Meeting Bylaw. Trustee Kate-Louise Stamford was elected ITC Board Chair and Trustee Sue-Ellen Fast as Vice Chair. Both positions were election by acclamation.

An update regarding ITC staffing was provided, including notes as follows:

1. ITC Manager – Kate Emmings confirmed as permanent Manager Jan 11
2. Ecosystem Protection Specialist – posted internally, confirmed Kathryn Martell in the role Feb 16
3. Communications and Fundraising Specialist – position temporarily divided into two part-time roles: Communications Specialist (Erin Coulson) and a Fundraising Specialist (Carla Funk)
4. Species at Risk Program Coordinator role (see below) – hiring expected before end of March
5. Summer Co-op Student – Field work technician, job description in development

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### Regional Conservation Plan Updates

The science-based and community-informed Regional Conservation Plan guides the work of Islands Trust Conservancy (ITC). ITC continues to work towards four long-term goals and 25 objectives that further conservation in the entire Islands Trust Area. For more information, visit [www.islandstrustconservancy.ca/media/84821/itc\\_2018-11\\_rcp-2018-2027-web\\_final.pdf](http://www.islandstrustconservancy.ca/media/84821/itc_2018-11_rcp-2018-2027-web_final.pdf).

#### **Goal 1 – Science-based Conservation Planning**

The project charter for the Species at Risk (SAR) program was reviewed and approved as interim, pending a few adjustments as discussed by the Board. The project coordinator who will ultimately complete the planning and oversee the implementation of SAR at a detailed level is still being recruited.

#### **Goal 2 – Strong relationships with First Nations**

Staff continue to work to deepen relationships with First Nation communities and governments, notably through upcoming management planning for several nature reserves and participation in the Sidney

Island Ecological Restoration Project. Staff also participated in a January training session regarding residential schools.

### **Goal 3 – Protection of core conservation areas**

#### **Property Management**

Currently, four management plans are in development and set to complete before the end of March, including two on Gabriola Island, one on Salt Spring Island, and one on Thetis Island. See reference to open house events below regarding these four for the current year.

#### **Land Acquisition and Covenants**

The Sandy Beach Nature Reserve on Lhek'tines/Keats Island became ITC's 30<sup>th</sup> in 30 years in December 2020 and the ITC Board received a donation of land on North Pender in February 2021 (see below). Management planning will begin in the next fiscal year to create the first management plan for these new nature reserves.

Staff continue negotiations on 144 ha of land: eight covenants (S. Pender, Salt Spring [3], Keats, Bowen, Thetis, and Lasqueti) and two land acquisitions.

### **Goal 4 – A strong voice for nature conservation**

The ITC Fund Development Action Plan was reviewed and approved as drafted, with staff directed to implement the plan.

*Please feel free to contact Islands Trust Conservancy for more details.  
Kate-Louise Stamford, Chair [kstamford@islandstrust.bc.ca](mailto:kstamford@islandstrust.bc.ca)  
Islands Trust Conservancy [itcmail@islandstrust.bc.ca](mailto:itcmail@islandstrust.bc.ca)*

## Activities by Local Trust Area/Island Municipality

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**Bowen** – \$5,000 Opportunity Fund Grant paid out to Bowen Island Conservancy.

**Gabriola** – A management planning open house for the S’ul-hween X’pey/Elder Cedar Nature Reserve and the Coats Millstone Nature Reserve will be held on February 22, 2021. Two public surveys continue to March 15 – one for [Elder Cedar](#) and one for [Coats Millstone](#).

**Galiano** – ITC Manager Kate Emmings advised the Board of a declared conflict of interest regarding the Crystal Mountain conservation proposal on Galiano, and noted the file will be managed by Trust Area Services Director Clare Frater and Ecosystem Protection Specialist Kathryn Martell.

**Gambier/Keats** – The transfer of the Sandy Beach Nature Reserve, Keats Island, was completed on December 18, 2020, and marks the 30<sup>th</sup> nature reserve in 30 years of Islands Trust Conservancy history. News coverage of [the announcement](#) included local outlets, [Pacific Yachting](#), and the [Toronto Star](#). The ITC received a \$12,000 contribution as part of the land transfer and the ITC Board has allocated \$10,000 to create a property management fund.

**Lasqueti** – The ITC Board considered a response to the Lasqueti Official Community Plan referral. The Board resolution has been provided to planning staff for consideration by the Lasqueti Island Local Trust Committee.

Funded through grant programs, increased wetlands restoration work is being planned for the Salish View and John Osland nature reserves, in partnership with Lasqueti Island Nature Conservancy.

**North Pender/Sidney** – Funded through grant programs, restoration work is planned at Dragonfly Pond on Sidney Island. Work will pilot removal techniques for invasive parrot’s feather and American bullfrog.

The ITC received a land donation on North Pender Island in February. A formal announcement for this donation is pending.

**Salt Spring** – The Board approved both the 2020 update of the Deep Ridge Nature Reserve Management Plan and the Lower Mount Erskine Nature Reserve Management Plan. These will be posted to the ITC website shortly.

A management planning open house was held on February 11, 2021, with regards to the Ruby Alton Nature Reserve management plan refresh. [Public survey](#) continues to March 15.

**Thetis** - A management planning open house was held on February 10, 2021, with regards to the Moore Hill Nature Reserve management plan refresh. [Public survey](#) continues to March 15.

*Please feel free to contact Islands Trust Conservancy for more details.  
Kate-Louise Stamford, Chair [kstamford@islandstrust.bc.ca](mailto:kstamford@islandstrust.bc.ca)  
Islands Trust Conservancy [itcmail@islandstrust.bc.ca](mailto:itcmail@islandstrust.bc.ca)*



Development Permit

File Number	Applicant Name	Date Received	Purpose
GB-DP-2017.2	Fenton, Rob	03-Aug-2017	PID: 009-796-045 To bring property into bylaw compliance Civic: Acorn Island

Planner: Ian Cox

Planning Status

**Status Date:** 28-Jan-2021

No change in status.

**Status Date:** 16-Nov-2020

No change in status.

**Status Date:** 22-Jul-2020

No change in status.

File Number	Applicant Name	Date Received	Purpose
GB-DP-2020.2	Silva Bay Resort & Marina - 1167433 BC Ltd. (Hemmer Envirochem Inc.)	01-Sep-2020	PIDs: 003-081-621 and 030-792-606 Application for proposed works at the marina. Civic address: 3383 South Road, Gabriola Island, BC.

Planner: Ian Cox

Planning Status

**Status Date:** 08-Feb-2021

Planner IC reviewing information and next steps.

**Status Date:** 04-Feb-2021

File reassigned.

**Status Date:** 17-Nov-2020

Waiting for further information from applicant



Development Variance Permit

File Number	Applicant Name	Date Received	Purpose
GB-DVP-2016.3	Van Herwaarden, Lynn	24-Aug-2016	PID: 003-422-852 539 Wildwood Crescent, Gabriola Island. DVP to bring property into compliance.

Planner: Ian Cox

Planning Status

**Status Date:** 28-Jan-2021

No change in status.

**Status Date:** 16-Nov-2020

Staff awaiting response from FLNRORD/MOE regarding possible need for WSA Section 11. This would affect the DVP process.

**Status Date:** 27-Aug-2020

Staff contacted applicant to schedule site visit.

File Number	Applicant Name	Date Received	Purpose
GB-DVP-2017.1	Fenton, Rob	03-Aug-2017	PID: 009-796-045 To bring property into bylaw compliance. Civic address: Acorn Island

Planner: Ian Cox

Planning Status

**Status Date:** 28-Jan-2021

No change in status.

**Status Date:** 16-Nov-2020

No change in status.

**Status Date:** 22-Jul-2020

No change in status.



**Development Variance Permit**

File Number	Applicant Name	Date Received	Purpose
GB-DVP-2020.4	Hoy, Dennis	17-Nov-2020	PID: 000-937-282 DVP required for studio. Civic address: 3395 South Road, Gabriola Island, BC.

**Planner:** Ian Cox

**Planning Status**

**Status Date:** 08-Feb-2021

Planner IC reviewing information and next steps.

**Status Date:** 04-Feb-2021

File reassigned.

**Status Date:** 10-Dec-2020

Waiting for additional information from applicant

File Number	Applicant Name	Date Received	Purpose
GB-DVP-2021.1	Hale, Michael & Trudy	11-Feb-2021	PID: 004-673-794 Building SFD. Civic address: 1390 South Road, Gabriola Island, BC.

**Planner:** Jaime Dubyna

**Planning Status**

**Status Date:** 18-Feb-2021

File opened and assigned.



Rezoning

File Number	Applicant Name	Date Received	Purpose
GB-RZ-2019.1	BC Transportation Financing Authority/BC Ferry Services Inc.	05-Apr-2019	PIDs: 025-798-090 and 025-798-103 Rezoning for improved ferry terminal - future marine and upland improvements. Civic address: Descanso Bay, Gabriola

Planner: Sonja Zupanec

Planning Status

**Status Date:** 25-Jun-2020

CIM cancelled and further consideration of application on hold. LTC to meet with Snuneymuxw First Nation to discuss concerns.

**Status Date:** 14-May-2020

Verbal update to LTC. Staff to schedule CIM.

**Status Date:** 16-Apr-2020

Staff memo to LTC.

File Number	Applicant Name	Date Received	Purpose
GB-RZ-2020.1	Gabriola Housing Society (Nancy Hetherington Peirce)	15-Jan-2020	PIDs: 028-580-095 and 028-580-109 Affordable housing project. Civic address: Lots 1 & 2 Paisley Place, Gabriola Island, BC.

Planner: Jaime Dubyna

Planning Status

**Status Date:** 13-Jan-2021

Bylaws 306 (OCP) and 307 (LUB) approved by Executive Committee.

**Status Date:** 07-Jan-2021

Public Hearing conducted online via Zoom.

**Status Date:** 07-Jan-2021

Special meeting conducted online via Zoom following Public Hearing. Amendments made to Bylaws 306 (OCP) and 307 (LUB). Given 3rd reading, as amended. Direction from LTC to forward Bylaws 306 and 307 to Executive Committee for approval, and Minister of Municipal Affairs and Housing for approval.



**Subdivision**

File Number	Applicant Name	Date Received	Purpose
-------------	----------------	---------------	---------

GB-SUB-2017.2 Williamson & Associates 19-Jan-2017 PIDs: 009-739-602 and 000-105-287. Lot line adjustment. Civic 831 Chelwood Road, Gabriola Island, BC

**Planner:** Marnie Eggen

**Planning Status**

**Status Date:** 20-Oct-2020

Applicant signs cost recovery agreement. Legal counsel, planner and applicant reviewing covenant.

**Status Date:** 10-Sep-2020

LTC approves cost recovery agreement for legal review of covenant.

**Status Date:** 19-Dec-2019

MOTI PLA extension request. No further comments from planning staff.

File Number	Applicant Name	Date Received	Purpose
-------------	----------------	---------------	---------

GB-SUB-2020.2 Centre Stage Holdings Ltd. c/o J.E. Anderson 31-Jul-2020 PID: 027-086-500 3 lot subdivision. Civic address: Lot 20 Section 8

**Planner:** Sonja Zupanec

**Planning Status**

**Status Date:** 06-Oct-2020

Referral response completed and sent to MOTI and copied to applicant and LTC

**Status Date:** 31-Jul-2020

File opened and assigned

File Number	Applicant Name	Date Received	Purpose
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GB-SUB-2020.3 Centre Stage Holdings Ltd. c/o J.E. Anderson 31-Jul-2020 PID: 003-134-806 17 lot subdivision Civic address: North East 1/4 of Section 3

**Planner:** Sonja Zupanec

**Planning Status**

**Status Date:** 31-Jul-2020

File opened and assigned



**Subdivision**

File Number	Applicant Name	Date Received	Purpose
GB-SUB-2021.1	Brian Senini - Heath Law	04-Feb-2021	PIDS: 009-796-193 and 024-659-568. Creating three lots out of two. Civic addresses: 1400 South Road and 1495 Coats Drive, Gabriola Island, BC.
<b>Planner:</b> Jaime Dubyna			
<b>Planning Status</b>			
<b>Status Date:</b> 11-Feb-2021 File opened & assigned.			

**Temporary and Industrial Use Permit**

File Number	Applicant Name	Date Received	Purpose
GB-TUP-2020.1	West, Paul & Karen	13-Nov-2020	PID: 003-666-131 STVR Civic address: 2900 Rowan Way, Gabriola Island, BC.
<b>Planner:</b> Ian Cox			
<b>Planning Status</b>			
<b>Status Date:</b> 08-Feb-2021 March 4th LTC meeting agenda target.			
<b>Status Date:</b> 28-Jan-2021 No change in status.			
<b>Status Date:</b> 05-Jan-2021 Awaiting additional information from applicant.			



Temporary and Industrial Use Permit

File Number	Applicant Name	Date Received	Purpose
GB-TUP-2020.2	MacKay, Ike	25-Nov-2020	PID: 000-334-715 TUP for STVR. Civic address: 1018 Berry Point Road, Gabriola Island, BC.

Planner: Ian Cox

Planning Status

**Status Date:** 28-Jan-2021

No change in status.

**Status Date:** 05-Jan-2021

Awaiting additional information from applicant.

**Status Date:** 25-Nov-2020

File opened & assigned.

File Number	Applicant Name	Date Received	Purpose
GB-TUP-2020.3	Nassichuk & Griesdale, Erika & Robert	22-Dec-2020	PID: 004-320-841 STVR. Civic address: 1510 Barrett Road, Gabriola Island, BC.

Planner: Ian Cox

Planning Status

**Status Date:** 08-Feb-2021

March 4th LTC meeting agenda target.

**Status Date:** 28-Jan-2021

No change in status.

**Status Date:** 18-Jan-2021

Planner reviewing file. Possible March 4 LTC meeting agenda item.

**Islands Trust**  
 LTC EXP SUMMARY REPORT F2021  
 Invoices posted to Month ending December 2020

620 Gabriola	Invoices posted to Month ending December 2020	<u>Budget</u>	<u>Spent</u>	<u>Balance</u>
65000-620	LTC "Trustee Expenses"	1,031.00	0.00	1,031.00
LTC Local				
65200-620	LTC - Local Exp - LTC Meeting Expenses	3,003.00	3,136.55	-133.55
65210-620	LTC - Local Exp - APC Meeting Expenses	172.00	108.65	63.35
65220-620	LTC - Local Exp - Communications	1,000.00	369.00	631.00
65230-620	LTC - Local Exp - Special Projects	588.00	0.00	588.00
TOTAL LTC Local Expense		<u>4,763.00</u>	<u>3,614.20</u>	<u>1,148.80</u>
Projects				
73001-620-4097	Gabriola Housing Options & Impacts	4,000.00	222.64	3,777.36
73001-620-4104	Gabriola Cannabis Regulations	1,500.00	318.65	1,181.35
TOTAL Project Expenses		<u>5,500.00</u>	<u>541.29</u>	<u>4,958.71</u>

## Gabriola Island Local Trust Committee Policies & Standing Resolutions

No	Meeting Date	Resolution No.	Issue	Policy and Description
1.	June 14, 2018	GB-2018-040	Processing non-medical cannabis retail license applications	<p><b>It was MOVED and SECONDED</b> that the Gabriola Island Local Trust Committee adopt the following standing resolution with respect to the processing of non-medical cannabis retail license applications:</p> <ul style="list-style-type: none"> <li>• Proposed or amended licenses for non-medical cannabis retail establishments require an application to the Local Trust Committee;</li> <li>• The application process shall comprise a public consultation component, which includes at least one notification to neighbours, one public meeting, posting of public notices and one advertisement in a local periodical;</li> <li>• The public consultation process shall be determined by the Local Trust Committee after initial review of the proposal; and</li> <li>• However, as a minimum, the Local Trust Committee will mail or otherwise deliver a notice to all owners and residents of properties within a 500 metre radius of the subject property where the establishment is proposed at least 10 days before adoption of a resolution providing comment on the application. The required notice shall include the following information: <ul style="list-style-type: none"> <li>• Name of the applicant and a description of the proposal in general terms;</li> <li>• The location of the proposed establishment and the subject site;</li> <li>• The place where, and date and time when, both a public meeting will be held and a resolution of the local trust committee considered;</li> <li>• The name and contact information of the Islands Trust planning staff member who can provide copies of the proposed or amended license application; and</li> <li>• How public comments may be submitted to the Local Trust Committee.</li> </ul> </li> </ul>
2.	November 22, 2018	GB-2018-122	Applications for Federal Cannabis License	<p><b>It was MOVED and SECONDED</b> that the Gabriola Island Local Trust Committee requests that Notices of Intention to Apply for a Federal Cannabis License be forwarded to the Local Trust Committee upon receipt by the Islands Trust.</p>
3.	February 28, 2019	GB-2019-031	First Nations - Community Reconciliation	<p><b>It was MOVED and SECONDED</b> that the Gabriola Island Local Trust Committee adopt the following standing resolution:</p> <p>Whereas the Local Trust Committee seeks to engage in Reconciliation with local</p>

				<p>First Nations, governments and the island community by honouring the Truth and Reconciliation Commission Calls to Action, United Nations Declaration on the Rights of Indigenous Peoples, Draft Principles that Guide the Province of British Columbia's Relationship with Indigenous Peoples, and Islands Trust First Nations Engagement Principles, the Local Trust Committee endeavours to:</p> <ul style="list-style-type: none"> <li>a) Annually, write a letter to First Nations, (re)introducing Trustees and Staff and provide a schedule of known Local Trust Committee meetings for the upcoming year, as well as provide an update of current projects and advocacy activities;</li> <li>b) For various Local Trust Committee meetings, invite elders from local First Nations to attend and provide a traditional welcome to the territory;</li> <li>c) Work with First Nation governments on cooperative initiatives, including and not limited to, language, place names, territorial acknowledgements, and community education on Coast Salish and local First Nations' cultural heritage and history;</li> <li>d) Work with First Nation governments on engagement principles for inclusive land use, marine use and climate change planning; advocacy, protection and stewardship; and knowledge and information sharing protocols; and</li> <li>e) Establish and maintain government to government dialogue with First Nations, now and into the future, based on respect and recognition of Aboriginal rights and title, treaty rights, and First Nations' traditional territories within the Islands Trust Area.</li> </ul>
4.	April 11, 2019	GB-2019-038	Limited Public Markets Enforcement	<p><b>It was MOVED and SECONDED</b> that the Gabriola Island Local Trust Committee adopt the following standing resolution with respect to limited public markets:</p> <ul style="list-style-type: none"> <li>a) Islands Trust Bylaw Enforcement Staff are directed to not enforce Section B.6.2 of Gabriola Island Land Use Bylaw No. 177, 1999 when limited public markets are operated indoors, but rather to inform the operators of the applicable land use regulations;</li> <li>b) This enforcement policy does not permit violation of the Land Use Bylaw and the Gabriola Island Local Trust Committee may at any time, by resolution, modify or rescind this policy or give direction to expand enforcement activities.</li> </ul>
5.	April 11, 2019	GB-2019-040	S219 Covenant	<b>It was MOVED and SECONDED</b>

			Signatories	<p>that the Gabriola Island Local Trust Committee adopt the following standing resolution:</p> <p>that the Gabriola Island Local Trust Committee is authorized to enter into section 219 covenants, in the form of the 'Model Covenant for Secondary Suites' attached and in satisfaction of subsection B.6.6.8 of the Gabriola Island Land Use Bylaw No. 177, provided that such covenants must be executed on behalf of the Local Trust Committee by two members of the Local Trust Committee.</p>
6.	July 30, 2020	GB-2020-053	Proactive unlawful STVR enforcement	<p><b>It was MOVED and SECONDED</b></p> <p>that the Gabriola Island Local Trust Committee adopt as a standing resolution to authorize proactive enforcement of unlawful Short Term Vacation Rentals.</p>

## Top Priorities Report

### Gabriola Island

#### 1. *Housing Options and Impacts Review Project*

#### Responsible

#### Dates

Develop an Engagement and Communication Strategy;  
 Strengthen relationships with Snuneymuxw First Nation and incorporate First Nation perspectives into policy/regulatory options;  
 Explore opportunities to foster affordable, rental, special needs and seniors housing and associated services;  
 Develop a strategy to address all housing continuum gaps;  
 Ensure policy/regulatory changes are consistent with the Object of the Islands Trust, the ITPS, with focus on water protection/conservation and ecological footprints.

Sonja Zupanec

Rec'd: 22-Nov-2018

#### 2. *Develop Cannabis Production Regulations*

#### Responsible

#### Dates

Rec'd: 21-Jan-2021

#### 3. *UBCM Active Transportation Grant Application*

#### Responsible

#### Dates

Grant application completed and submitted (October 29, 2020). Next steps pending confirmation of grant.

Mike Richards

Sonja Zupanec



## Gabriola Island

### 1. DeCourcy Island OCP and Bylaw Review

Responsible

Date Received

Review DeCourcy Island Official Community Plan and Regulatory bylaws; establish an Advisory Planning Commission. Topics include: park areas without park zoning, DAI Bylaw, subdivision polices and regulations (added March 2017).

21-Apr-2011

### 2. Hazardous areas/Steep Slopes DPA

Responsible

Date Received

Consider hazardous areas and steep slopes development permit area designation; consider how to address areas of potentially problematic soils, shoreline erosion, and localized areas of steep terrain

21-Feb-2013

### 3. Coastal areas protection

Responsible

Date Received

Review OCP and LUB to improve protection of coastal areas; development of a comprehensive DPA for shorelines in the Gabriola Island Local Trust Area

19-Jan-2012

### 4. First Nations cultural references

Responsible

Date Received

Consider First Nations cultural references in land use planning; Work with Snuneymuxw First Nation (SFN) to seek funding for archaeological mapping.

Lisa Wilcox

27-Jan-2011

### 5. Eelgrass protection

Responsible

Date Received

Consider implementing Eelgrass protection regulations (see February 19, 2014 memorandum).

14-May-2014



## Projects Report

### Gabriola Island

#### 6. *Snuneymuxw Protocol Agreement*

Responsible

Date Received

Implementation of Snuneymuxw First Nation Protocol Agreement

22-Jan-2015

#### 7. *Gabriola Village Plan*

Responsible

Date Received

Undertake a comprehensive review of policies and regulations with respect to the Gabriola Village Core

02-Apr-2015

#### 8. *Snuneymuxw Relationship Building*

Responsible

Date Received

Strengthen relationship with Snuneymuxw First Nation

02-Apr-2015

#### 9. *Green Energy*

Responsible

Date Received

Consider policy and regulatory mechanisms to encourage green and renewable energy

02-Apr-2015

#### 10. *Commercial Vacation Rental Review*

Responsible

Date Received

Review bylaws with respect to temporary use permits for commercial vacation rentals

07-May-2015

#### 11. *LUB Amendments*

Responsible

Date Received

## Projects Report

### Gabriola Island

- Review of temporary sawmill regulations
- Definition of personal use of animals for SRR zoned lots
- Review of how cisterns, solar panels and parking are regulated as structures subject to lot coverage calculations
- Review of section B.2.1.1 for variances within DP3
- Review minimum average parcel size calculations in LUB and OCP to ensure consistent and supportive of more than 5% dedication of parkland
- IN1 zoning to ensure consistent with existing Arts Council use.
- definition and regulations for limited public market, and INI zone uses pertaining to market sales
- correction to WC3 mapped location to coincide with Green Wharf

08-Sep-2016

#### 12. *Water Resource Planning*

Responsible

Date Received

Review of water requirements at the time of subdivision

14-Jun-2018

#### 13. *Water Taxi Feasibility*

Responsible

Date Received

Follow up items emerging out of water taxi feasibility (completed fall 2018)

22-Nov-2018

#### 14. *Protection of the Coastal Douglas-fir and Associated Ecosystems: An Islands Trust Tool Kit (2018)*

Responsible

Date Received

Implementation of the report recommendations into OCP policy and LUB regulations.

24-Jan-2019



## Projects Report

### Gabriola Island

<b>15. <i>GB LUB Accessory Buildings</i></b>	<b>Responsible</b>	<b>Date Received</b>
Review of regulations pertaining to the order of construction of accessory buildings on lots.		12-Sep-2019
<b>16. <i>Review of model antenna strategy</i></b>	<b>Responsible</b>	<b>Date Received</b>
		27-Feb-2020
<b>17. <i>Develop a new Ecological Protection Zone</i></b>	<b>Responsible</b>	<b>Date Received</b>
Research and develop a new ecological protection zone as part of the Parks (P) OCP designation. Update zoning of Coats Marsh and Burren's Acres Nature Reserve properties.		21-Jan-2021



File No.: GB-RZ-2019.1  
(BC Ferries)

DATE OF MEETING: March 4, 2021

TO: Gabriola Island Local Trust Committee

FROM: Sonja Zupanec, Island Planner  
Local Planning Services

SUBJECT: Application to amend the OCP and LUB for redevelopment of the Descanso Bay BC Ferries Terminal

Applicant: John Steil (Stantec) on behalf of BC Transportation Financing Authority and BC Ferry Services Inc.

Location: DISTRICT LOT 2058 NANAIMO DISTRICT AS SHOWN ON PLAN VIP75537 (PID 025-798-090); and  
LOT A SECTION 20 GABRIOLA ISLAND NANAIMO DISTRICT PLAN VIP75538 (PID 025-798-103)

## RECOMMENDATION

1. That first reading of Bylaw No. 305, cited as “Gabriola Island Land Use Bylaw, 1999, Amendment No. 1, 2019”, be rescinded.
2. That Bylaw No. 305, cited as “Gabriola Island Land Use Bylaw, 1999, Amendment No. 1, 2019” be amended as follows:
  - a. 1. Citation, This bylaw may be cited for all purposes as “Gabriola Island Land Use Bylaw, 1999, Amendment No. 1, 2019”, is deleted in its entirety and replaced with:  
  
“1. Citation  
This bylaw may be cited for all purposes as “Gabriola Island Land Use Bylaw, 1999, Amendment No. 2, 2019”.”
3. That the Gabriola Island Local Trust Committee Bylaw No. 305, cited as “Gabriola Island Use Bylaw, 1999, Amendment No. 2, 2019”, be read a first time.
4. That the Gabriola Island Local Trust Committee acknowledges receipt of professional reports for GB-RZ-2019.1 (BC Ferries) as requested by Resolution GB-2019-068, to the satisfaction of the Local Trust Committee.
5. That the Gabriola Island Local Trust Committee request staff to advise the applicant of GB-RZ-2019.1 (BC Ferries) to obtain the necessary permit(s) from the Ministry of Transportation and Infrastructure for the siting of the waterline within the road-right-of-way, prior to adoption of the proposed bylaws.
6. That the Gabriola Island Local Trust Committee has reviewed the Islands Trust Policy Statement Directives Only Checklist and determined that Bylaw No. 305 cited as “Gabriola Island Land Use Bylaw, No. 177, 1999” is not contrary to or at variance with the Islands Trust Policy Statement.

## REPORT SUMMARY

The purpose of the report is to recommend that the Local Trust Committee (LTC) reconsider first reading of Proposed Bylaw No. 30 (LUB) in order to correct an error in the bylaw citation, and to summarize professional reports and referral responses received to date on Proposed Bylaw Nos. 304 (OCP) and 305 (LUB) for the redevelopment of the Descanso Bay ferry terminal under application GB-RZ-2019.1 (BC Ferries).

This staff report follows the Community Information Meeting (CIM) scheduled on the same day at the Gabriola Island Local Trust Committee regular business meeting on March 4, 2021. Staff are not recommending any amendments to the proposed Bylaw Nos. 304 (OCP) and 305 (LUB) until public input received at the CIM can be considered by the LTC.

## BACKGROUND

The LTC passed the following resolution at the July 11, 2019 LTC regular business meeting:

**GB-2019-068 It was MOVED and SECONDED,**

that the Gabriola Island Local Trust Committee requests the applicant for GB-RZ-2019.1 (BC Ferries) to provide planning Staff with:

- a) a copy of the approved water licence to service the propose terminal redevelopment site;
- b) details on the rights-of-way required to secure easements for any necessary water lines to provide water to the proposed terminal redevelopment site;
- c) an environmental impact assessment identifying potential environmental impacts and mitigating efforts to minimize environmental impacts in the upland and marine areas of the proposed terminal development site;
- d) a copy of an assessment report and recommendations prepared by a qualified professional engineer, with expertise in wastewater treatment for non-domestic systems;
- e) a copy of an assessment report and recommendations prepared by a qualified professional coastal engineer, that details flood construction levels consistent with Provincial guidelines for redevelopment of the ferry terminal. **CARRIED**

The applicant has submitted the requested reports and a summary of each is included in this report.

The LTC passed the following resolution at the January 16, 2020 LTC regular business meeting:

**GB-2020-010 It was MOVED and SECONDED**

that the Gabriola Island Local Trust Committee request Staff to schedule a special meeting for a Community Information Meeting on application GB-RZ-2019.1 (BC Ferries) and Proposed Bylaw Nos. 304 and 305 following the close of the bylaw referral period. **CARRIED**

The bylaw referral period ended on March 30, 2020.

On March 18, 2020, Islands Trust Local Trust Committee meetings were cancelled, due to the coronavirus (Covid-19) pandemic. Under the *Emergency Program Act*, the Province repealed and replaced Ministerial Order M083 with M139, which allows the Islands Trust to hold public meetings electronically, without in-person public participation.

Given that the CIM will be conducted on the same day as LTC consideration of this staff report, staff will not have had the opportunity to analyse public input received at the CIM. For this reason, staff are not recommending any amendments to proposed Bylaw Nos. 304 (OCP) and 305 (LUB), and recommend that the LTC defer consideration of second reading until the April 2021 regular business meeting.

Staff can provide an analysis and recommendations on all input received at the CIM and any necessary changes to the proposed bylaws, in time for the April LTC meeting.

## **ANALYSIS**

Staff have identified the following for LTC consideration:

- Summary of professional reports in support of proposed bylaws,
- Summary of bylaw referral responses,
- Bylaw 305 (LUB) consistent with Islands Trust Policy Statement.

### **Summary of Professional Reports**

All relevant professional reports, with the exception of the Archaeological Impact Assessment, have been posted to the [applications webpage](#). A staff summary of each are provided below.

#### ***Waste and Water Servicing***

A [technical memo](#) by McElhanney, dated January 9, 2020, addresses the LTC's request for:

- a copy of the approved water licence to service the proposed terminal redevelopment site;
- details on the rights-of-way required to secure easements for any necessary water lines to provide water to the proposed terminal redevelopment site; and
- a copy of an assessment report and recommendations prepared by a qualified professional engineer, with expertise in wastewater treatment for non-domestic systems.

A copy of the water system operating permit and water licence were submitted with the technical memo and appear to be current and in compliance with Island Health regulations and the *Drinking Water Protection Act* requirements. The water is currently piped from a water source off of Taylor Bay Road, and distributed to the ferry terminal by way of a PVC pipe along the Ministry of Transportation and Infrastructure (MOTI) road right of way. An easement is not required, however, MOTI staff have confirmed that a permit from MOTI is required for a water line in the road right of way.

Staff recommend the applicant obtain the necessary permit for the water distribution line prior to adoption of the proposed bylaws.

The technical memo recommends the continued operation of a storage, pump-and-haul wastewater system for this location as described in the wastewater management feasibility assessment.

#### ***Environmental Impact Assessment (EIA) Report***

A [preliminary EIA report](#) by Hemmera, dated January 14, 2020, addresses the LTC's request for an environmental impact assessment that identifies potential environmental impacts and mitigating efforts to minimize environmental impacts in the upland and marine areas of the proposed terminal development site.

The EIA report provides mitigation measures to reduce any identified potential impacts resulting from the proposed expansion of the ferry terminal site. Recommended mitigation measures include:

- undergoing project activities during identified least risk timing windows (June 1 to Sept. 1, and Dec. 1 to Feb. 15);
- daily on-site monitoring of activities by a qualified environmental professional (QEP);
- preferential use of the “vibratory methods” to reduce underwater sound levels; and
- recommendations for protecting water quality from machinery and equipment use in or near to the water.

The report provides a species inventory of the upland and marine areas of the ferry terminal site, and identifies at-risk marine and terrestrial species with potential to occur at or near the site. The report notes the ferry terminal site does not overlap with Critical Habitat defined under the *Species at Risk Act* (SARA) for at-risk marine and terrestrial species, nor does it overlap with an Important Bird Area or Wildlife Habitat Area. Regarding impact on fish habitat, the report notes that while impacts to fish habitat are anticipated, impacts will be “offset through onsite habitat creation in the form of berth infrastructure and rip rap reef.”

Mitigation measures identified in the EIA report could be included within the DPA guidelines; however, staff note that proposed DPA Guideline F.10.3.6 in Proposed Bylaw No. 305 (LUB) states, “Additional conditions will be included in a development permit to incorporate any qualified professional recommendations within an environmental assessment.” This guideline lends itself to including additional conditions in a development permit to incorporate professional recommendations.

### ***Archaeological Impact Assessment***

A report by Golder and Associates, dated October 17, 2019, states that the Descanso Bay project area has been subject to a high degree of past disturbance due to infrastructure construction for the ferry terminal. An in-field evaluation describes the area as having low archaeological potential for both surface and subsurface cultural materials or features. The report recommends no further archaeological work within the Descanso Bay terminal component of the project area based on the current proposed redevelopment designs.

### ***Coastal Engineering***

A [report](#) by Northwest Hydraulic Consultants (NHC), dated March 5, 2020, addresses the LTC’s request for a copy of an assessment and recommendations by a qualified professional coastal engineer detailing flood construction levels (FCL) consistent with Provincial guidelines for redevelopment of the ferry terminal.

In respect of the LTC’s request, NHC notes, “...Provincial Guidelines for FCL’s are specific to habitable buildings and ferry terminal infrastructure does not fall within the description of these guidelines per se.” The report states that an avoidance strategy is generally recommended for property development; however, given that ferry terminals must operate at the shoreline, an avoidance strategy is not a viable option. Therefore, requests for modifications of bylaws and/or exemptions are appropriate.

### **Bylaw Referral Responses**

Referral responses have been posted to the [application webpage](#). At the time of report writing, the following referral responses have been received from agencies and First Nations:

### ***Snuneymuxw (Nanaimo) First Nation***

Snuneymuxw has indicated concerns regarding the proposed redevelopment of the terminal. Staff will continue to work with the Islands Trust Senior Intergovernmental Policy Advisor to assist in engaging with Snuneymuxw on potential amendments to the proposed bylaws, to address their concerns.

### ***Cowichan Tribes, Halalt and Sechelt First Nations***

These Nations have indicated that they either have no comments or their interests are unaffected by the proposed bylaws.

### ***Ferry Advisory Commission (FAC)***

The FAC indicated support for approval of both proposed bylaws subject to a number of conditions including:

- Support for the Development Permit Area (DPA) as drafted;
- Increasing the number of required accessible parking spaces;
- Relocating ferry crew parking spaces to an adjacent privately operating parking lot;
- Increasing the number of bicycle parking spaces to 24 (12 covered);
- Conditions for limited commercial retail space use;
- Referral of the matter of commercial retail space use to the Gabriola Economic Development Officer; and
- Provision of potable water in the ferry terminal waiting room.

### ***Advisory Planning Commission (APC)***

The APC noted the following key points regarding the proposed bylaws:

- General support was given for the proposed DPA as drafted, including support for the provision of potable water in the DPA guidelines;
- Concerns raised for the proposed removal of OCP Advocacy policies 7.2 g), h) and i);
- Signage adhere to the existing sign regulations found in the LUB;
- Support was not given for retail sales as an permitted accessory use in the proposed Ferry Terminal (FT) zone;
- Parking was deemed to be inadequate, specifically related to the number of public spaces and accessible parking spaces available.

### ***Applicant's Requested Amendments***

The applicant has provided comments to staff in response to issues that have arisen and been discussed since first reading on January 16, 2020. Applicant comments are summarized below along with staff's comments:

**Table 1: Applicants comments on proposed bylaws no. 304 and 305**

BC Ferries comments on proposed Bylaw No. 304	Current proposed amendment	Staff's comments
<ul style="list-style-type: none"> <li>Scope of proposed advocacy policy is appropriate and addresses BC Ferries' commitment to work with the community</li> </ul>	<p>1.7 Section 7 – Transportation and Servicing, Subsection 7.2 Water Transportation, Water Transportation Policies, clauses “g), h) and i)” be deleted and replaced with the following, and all subsequent clauses re-numbered chronologically:</p> <p>“f) British Columbia Ferry Services Inc. should continue to engage key stakeholders including the Islands Trust, Ministry of Transportation and Infrastructure, customers and the Ferry Advisory Committee on implementing the Terminal Development Plan for the ferry terminal at Descanso Bay.</p>	<p>Staff consider the proposed Advocacy Policy f) to speak to BC Ferries commitment to continue engagement with key stakeholders, however staff would recommend that “the Gabriola community” be inserted before “customers”.</p>
BC Ferries comments on Proposed Bylaw No. 305	Current proposed amendment	Staff's comments
<ul style="list-style-type: none"> <li>Include “external lot line” in Section D.5.12.3.b.i</li> </ul>	<p>i. The minimum setback for buildings and structures is 1.5 metres (4.9 feet) from any lot line or lease or extension of an upland side lot line, with the exception of a lot line or lease line that defines the boundary between the sea and adjacent upland in which case there is no minimum setback.</p>	<p>Staff recommend a change. However, there is currently no definition for “external lot line” in the LUB, and staff consider as an alternative, that the regulation indicate a lot line or lease line that <b>coincides with a lot in the same zone</b> have no minimum setback.</p>
<ul style="list-style-type: none"> <li>Include a limitation on the retail space to an area no greater than 30 m<sup>2</sup></li> </ul>	<p><b>b. Permitted Accessory Uses</b></p> <p>i. retail sales, excluding the sale of liquor</p>	<p>Staff recommend a change, but would recommend the retail area be further reduced to allow for additional bicycle or vehicle parking, if possible.</p>
<ul style="list-style-type: none"> <li>Increase number of accessible and seniors parking within the terminal parking area</li> </ul>	<p><b>Accessible Parking Requirements</b></p> <p>1 per 7 <i>parking spaces</i> for public use.</p>	<p>Staff recommend a change to 2 accessible parking spaces per 7 parking spaces for public use.</p>

<ul style="list-style-type: none"> <li>Remove “if potable water is available” from Section F.10.3.11</li> </ul>	<p>F.10.3.11 The ferry terminal waiting room should include a potable water bottle filling station, if potable water is available.</p>	<p>Staff recommend removing “if potable water is available” from this guideline.</p>
<ul style="list-style-type: none"> <li>Propose outdoor, ground-oriented signage</li> </ul>	<p><b>Maximum Number of Signs Permitted</b></p> <p>No maximum number. Despite subsection B.4.8.1, one electronic ground oriented reader board sign to provide ferry schedule information and advertising shall be permitted at the terminal.</p>	<p>Staff recommend no change because the proposed regulation allows for one electronic ground oriented reader board for ferry scheduling and advertising. Staff note that concerns have been raised regarding the existing sign and advertising at the Descanso Bay ferry terminal.</p>

**Bylaw 305 Consistent with ITPS:**

Proposed Bylaw No. 304 (OCP) was deemed consistent with the Islands Trust Policy Statement (ITPS) by the LTC in January 2020. Staff were unable to complete the checklist for Proposed Bylaw No. 305 (LUB) until such a time that supplemental information pertaining to water, the marine environment and archaeological resources was reviewed. Staff have now completed a checklist for Proposed Bylaw 305 (LUB) (Attachment 1) and deem it to be consistent with the ITPS.

**Rationale for Recommendation**

Staff are recommending that an incorrect citation of proposed Bylaw No. 305 (LUB) be amended, and the LTC acknowledge receipt of the requested professional reports.

Through discussion with MOTI staff, it has been confirmed that a permit is required for the water line that runs along the road right of way. Staff are recommending that the LTC request the applicant obtain the necessary permit(s) from MOTI for the siting of the water line.

The staff recommendations are found on page 1 of this report.

**ALTERNATIVES**

The LTC may consider the following alternatives to the staff recommendation:

**1. Consider second reading of proposed Bylaw Nos. 304 and 305**

The LTC may consider any amendments to the bylaws based on public input from the CIM or staff comments and make those amendments at second reading of proposed Bylaws 304 and 305. Recommending wording for the resolution is as follows:

*That the Gabriola Island Local Trust Committee Bylaw No. 30X cited as “X” be amended as follows (specify changes to the bylaw).*

*And/or:*

*That the Gabriola Island Local Trust Committee Bylaw No. 304 cited as “Gabriola Island Official Community Plan (Gabriola) Bylaw, 1997, Amendment No. 2, 2019” be a read a second time.*

*That the Gabriola Island Local Trust Committee Bylaw No. 305 cited as “Gabriola Island Land Use Bylaw, 1999, Amendment No. 2, 2019” be read a second time.*

**2. Request further information**

The LTC may request further information prior to making a decision. If selecting this alternative, the LTC should describe the specific information needed and the rationale for this request. Recommended wording for the resolution is as follows:

*That the Gabriola Island Local Trust Committee request that the applicant submit to the Local Trust Committee (insert requested information) prior to a Public Hearing being held.*

**NEXT STEPS**

Should the LTC concur with staff’s recommendations, staff will prepare draft bylaw amendments for LTC consideration.

Submitted By:	Sonja Zupanec, RPP, MCIP, Island Planner	February 18, 2021
Concurrence:	Heather Kauer, RPP, MCIP, AICP Regional Planning Manager	February 23, 2021

**ATTACHMENTS**

1. Proposed Bylaw 304 (OCP)
2. Proposed Bylaw 305 (LUB)
3. Islands Trust Policy Statement Directives Only Checklist – Bylaw 305 (LUB)

**GABRIOLA ISLAND LOCAL TRUST COMMITTEE  
BYLAW NO. 304**

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**A BYLAW TO AMEND GABRIOLA ISLAND OFFICIAL COMMUNITY PLAN, 1997**

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

1. Gabriola Island Local Trust Committee Bylaw No. 166, cited as “Gabriola Island Official Community Plan (Gabriola) Bylaw, 1997,” is amended as per Schedules “1” and “2” attached to and forming part of this bylaw.
2. This bylaw may be cited for all purposes as “Gabriola Island Official Community Plan (Gabriola) Bylaw, 1997, Amendment No. 2, 2019”.

READ A FIRST TIME THIS                    16<sup>ST</sup>                    DAY OF                    JANUARY                    , 2020

READ A SECOND TIME THIS                    \_\_\_\_\_                    DAY OF                    \_\_\_\_\_                    , 202x

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**

**GABRIOLA ISLAND LOCAL TRUST COMMITTEE**  
**BYLAW NO. 304**  
**Schedule "1"**

1. **Schedule "A"** of Gabriola Island Official Community Plan (Gabriola) Bylaw, 1997 is amended as follows:

1.1 **A Preface, Map Schedules**, III. Schedule D is amended by replacing the words "and 9" with ", 9 and 10".

1.2 **Section 6 – Environmental, Marine and Heritage Resources**, Subsection 6.2 **Marine Resources, Marine Resource Policies**, clause "b)" is amended by inserting the words "ferry terminal;" before "and, marine transportation."

1.3 **Section 6 – Environmental, Marine and Heritage Resources**, Subsection 6.2 **Marine Resources, Marine Resource Policies**, clause "g)" is amended by inserting the words "or ferry terminal:" after "marine transportation".

1.4 **Section 6 – Environmental, Marine and Heritage Resources**, Subsection 6.2 **Marine Resources, Marine Resource Policies**, clause "g) i." is amended by replacing the words "BC Ferry Corporations" with "British Columbia Ferry Services Inc." and by making this replacement in every instance where it appears throughout the Bylaw.

1.5 **Section 7 – Transportation and Servicing**, Subsection 7.2 **Water Transportation, Water Transportation Policies**, clause "c)" is amended by removing the words: "Vancouver Island and/or".

1.6 **Section 7 – Transportation and Servicing**, Subsection 7.2 **Water Transportation, Water Transportation Policies**, clause "e)" is deleted in its entirety and replaced with "The ferry terminal at Descanso Bay operated by British Columbia Ferry Services Inc. provides an essential transportation service for the Gabriola Island community and visitors to and from Vancouver Island. Upgrading of the ferry terminal is strongly supported to improve the overall customer experience. The ferry terminal and adjacent marine area in Descanso Bay shall be subject to a Development Permit Area established for the protection of the natural environment, protection of development from hazardous conditions, regulation of the form and character of commercial development and promotion of energy and water conservation and greenhouse gas emission reduction. Ferry Terminal zoning shall regulate permitted uses, building and structures, signage and parking."

1.7 **Section 7 – Transportation and Servicing**, Subsection 7.2 **Water Transportation, Water Transportation Policies**, clauses "g), h) and i)" be deleted and replaced with the following, and all subsequent clauses re-numbered chronologically:

"f) British Columbia Ferry Services Inc. should continue to engage key stakeholders including the Islands Trust, Ministry of Transportation and Infrastructure, customers and the Ferry Advisory Committee on implementing the Terminal Development Plan for the ferry terminal at Descanso Bay."

1.8 **Section 9 – Development Permit Areas**, Subsection 9.4 **DP-9 Light Industrial Use Development Permit Area**, is corrected by replacing the reference to “Area 8” with “Area 9”.

1.9 **Section 9 – Development Permit Areas**, is amended by adding a new subsection 9.5:

**“9.5 Development Permits to Establish Objectives for the Protection of the Natural Environment, Protection of Development from Hazardous Conditions, Form and Character of Commercial Development and Promotion of Energy, Water Conservation and Reduction of Greenhouse Gas Emissions.**

**DP-10 Ferry Terminal**

Development Permit Area 10 (Schedule D) is designated according to Section 488(1)(a),(b),(f),(h),(i) and (j) of the *Local Government Act* and includes the only site designated ‘Ferry Terminal’ in the planning area. The area is also designated as an area for which development approval information may be required as authorized by Section 485 of the *Local Government Act*. Development approval information in the form of a report from a registered professional biologist and/or another qualified professional may be required due to the special conditions and objectives described below. The Development Permit Area should not be interpreted as a prohibition on development activity but as identification of areas where professional assessment and specific development adaptation measures are required.

**Justification**

Descanso Bay represents an ecologically important marine environment and significant coastal setting with rich social and economic history. The bay maintains a strong sense of place and identity as the gateway to Gabriola Island. The ferry terminal represents the busiest traffic corridor on the island with critical infrastructure which may be damaged by future coastal flooding related to sea level rise. The designation of this area as a DPA will help ensure that environmental, social and cultural values are protected and future terminal redevelopment or expansion reflects the needs of the community and can adapt to a changing climate.

**Objective**

The objectives of this development permit area are as follows:

1. To enhance the natural shoreline and marine environment.
2. To manage development in areas exposed to future flooding from the combined effects of sea level rise and coastal storms.
3. To improve the maritime commercial character, safety and efficiency of the ferry terminal for local residents, visitors and service providers.
4. To encourage innovative building design and ecological and cultural interpretive signage for Descanso Bay in Hul’qumi’num and English languages.
5. To reduce energy and water consumption in buildings and encourage occupant comfort, health and safety.
6. To encourage pedestrian, bicycle and transit use.

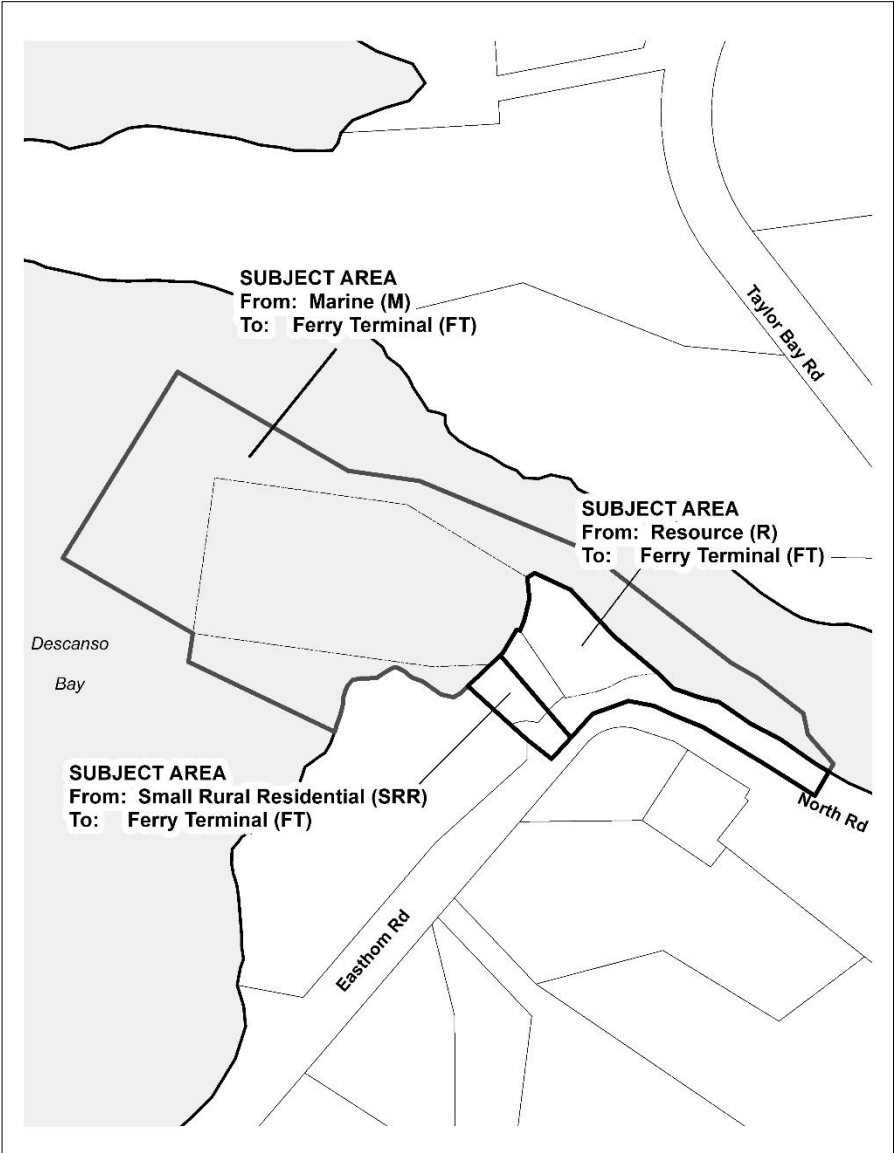
*Information Note: Development Permit Area Guidelines for DP-10 Ferry Terminal are in the Gabriola Island Land Use Bylaw.”*

**GABRIOLA ISLAND LOCAL TRUST COMMITTEE**  
**BYLAW NO. 304**  
**Schedule "2"**

1. Schedule "B" of Gabriola Island Official Community Plan (Gabriola) Bylaw, 1997 is amended as follows:
  - 1.1 **Schedule "B" – Land Use Designations – North Sheet**, is amended as follows:
    - a. On those lands described as DISTRICT LOT 2058, NANAIMO DISTRICT, AS SHOWN ON PLAN VIP75537 (PID 025-798-090) the land use designation is changed from "Resource" and "Marine" to "Ferry Terminal" 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. 166 as are required to effect this change.
    - b. On those lands described as LOT A, SECTION 20, GABRIOLA ISLAND, NANAIMO DISTRICT, PLAN VIP75538 (PID 025-798-103) the land use designation is changed from "Resource" and "Small Rural Residential" to "Ferry Terminal" 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. 166 as are required to effect this change.
    - c. On those marine areas on Plan No. 1 the land use designation is changed from "Marine" to "Ferry Terminal" 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. 166 as are required to effect this change.
2. **Schedule "D" – Development Permit Areas - OCP D North Sheet**, is amended by designating a new Development Permit Area "DP 10 – Ferry Terminal" on those marine areas and lands described as DISTRICT LOT 2058, NANAIMO DISTRICT, AS SHOWN ON PLAN VIP75537 (PID 025-798-090); LOT A, SECTION 20, GABRIOLA ISLAND, NANAIMO DISTRICT, PLAN VIP75538 (PID 025-798-103) and in those areas as shown on Plan No. 2 attached to and forming part of this bylaw and by making such alterations to Schedule "D" of Bylaw No. 166 as are required to effect this change.

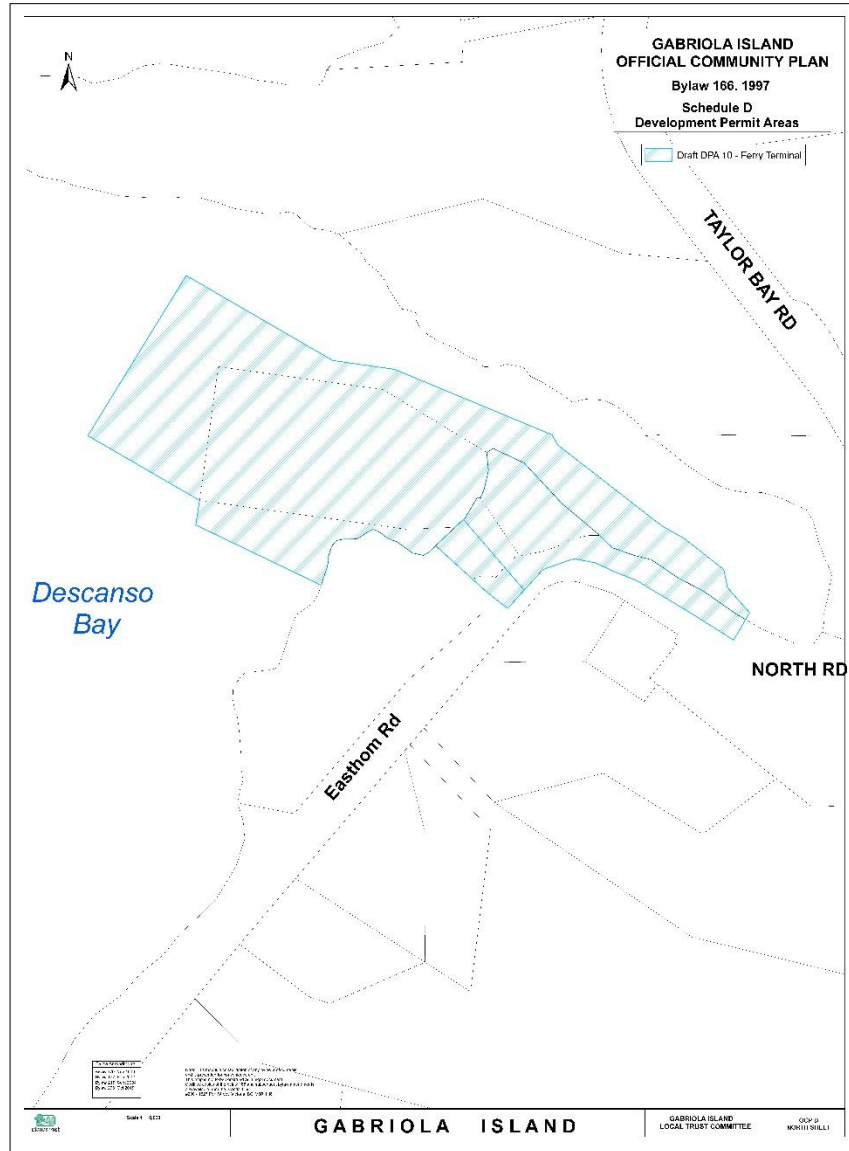
GABRIOLA ISLAND LOCAL TRUST COMMITTEE  
BYLAW NO. 304

Plan No. 1



**GABRIOLA ISLAND LOCAL TRUST COMMITTEE  
BYLAW NO. 304**

**Plan No. 2**



# PROPOSED

## GABRIOLA ISLAND LOCAL TRUST COMMITTEE BYLAW NO. 305

### A BYLAW TO AMEND GABRIOLA ISLAND LAND USE BYLAW, 1999

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

1. Citation

This bylaw may be cited for all purposes as “Gabriola Island Land Use Bylaw, 1999, Amendment No. 1, 2019”.

2. Gabriola Island Local Trust Committee Bylaw No. 177, cited as “Gabriola Island Land Use Bylaw, 1999,” is amended as per Schedule “1” attached to and forming part of this bylaw.

READ A FIRST TIME THIS                    16<sup>TH</sup>                    DAY OF                    JANUARY                    , 2020

READ A SECOND TIME THIS                    \_\_\_\_\_                    DAY OF                    \_\_\_\_\_                    , 202x

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

ADOPTED THIS                    \_\_\_\_\_                    DAY OF                    \_\_\_\_\_                    202x

\_\_\_\_\_  
**Chair**

\_\_\_\_\_  
**Secretary**

**GABRIOLA ISLAND LOCAL TRUST COMMITTEE BYLAW NO. 305  
Schedule "1"**

Schedule "A" of Gabriola Island Land Use Bylaw, 1999 is amended as follows:

1.

1.1 **Part B GENERAL REGULATIONS**, Section B.4 **SIGNS**, Subsection **B.4.1 Number and Total Sign Area**, Article **B.4.1.1 Table 1: Sign Regulations**, is amended by adding the following under "**Water Zones**":

<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>
<b>Zone</b>	<b>Maximum Number of Signs Permitted</b>	<b>Maximum Total Sign Area Permitted</b>
FT	No maximum number. Despite subsection B.4.8.1, one electronic ground oriented reader board sign to provide ferry schedule information and advertising shall be permitted at the terminal.	4.0 sq.m. (43 sq.ft.) per water lot or lease and 4.0 sq.m (43 sq.ft.) in the upland portion of the zone.

1.2 **Part B GENERAL REGULATIONS**, Section B.4 **SIGNS**, Subsection **B.4.2 Exempted Signs**, Article **B.4.2.1 b.**, is amended by adding "FT," immediately after the words "interpretive signs in the".

1.3 **Part B GENERAL REGULATIONS**, Section B.5 **PARKING**, Subsection **B.5.1 Minimum Number of Parking Spaces for Automobiles and Bicycles**, Article B.5.1.1 **Table 2: Parking Requirements, COMMERCIAL** is amended by adding the following:

<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>	<b>Column 4</b>
<b>Use</b>	<b>Standard Parking Requirements</b>	<b>Accessible Parking Requirements</b>	<b>Bicycle parking requirements</b>
<i>Ferry terminal</i>	A minimum of 7 parking spaces for public use, plus 6 motorcycle and/or scooter parking spaces for public use	1 per 7 parking spaces for public use.	A minimum of 12 covered bicycle parking spaces.

- 1.4 **Part GENERAL REGULATIONS**, Section B.5 **PARKING**, Subsection **B.5.4 Location of Parking Spaces**, is amended by adding the following:

“B.5.4.4 Despite Article B.5.4.1, parking spaces for Ferry Terminal use may be permitted on a lot within the Ferry Parking (FP) zone.”

- 1.5 **Part C ESTABLISHMENT OF ZONES**, Section C.1 **DIVISION INTO ZONES**, Subsection **C.1.2 Water Based Zones**, insert new zone “FT Ferry Terminal” after “WG Water General” and before “WC1 Water Commercial 1 – Marina”.

- 1.6 **Part D ZONES**, Section D.5 **WATER ZONES**, insert new Subsection D.5.2 Ferry Terminal (FT) after Subsection **D.5.1 Water General (WG)** as shown on **Appendix 1** attached to and forming part of this bylaw; and renumber all subsequent subsections chronologically.

- 1.7 **Part F DEVELOPMENT PERMIT AREA GUIDELINES** is amended by adding a new Subsection **F.10 DP 10-Ferry Terminal** as shown on **Appendix 2** attached to and forming part of this bylaw.

- 1.8 **Part G DEFINITIONS**, Section G.1 **DEFINITIONS**, is amended by adding the following definition in alphabetical order:

“*ferry terminal* a marine and land-based facility that includes buildings or structures for the transportation of passengers, vehicles and goods; including passenger waiting room and amenities, storage areas, loading and unloading areas, and small scale commercial retail uses oriented to ferry users.”

2. **Schedule “B”** of Gabriola Island Land Use Bylaw, 177 is amended as follows:

- 2.1 Schedule “B” – North Sheet, is amended by changing the zoning classification of DISTRICT LOT 2058, NANAIMO DISTRICT, AS SHOWN ON PLAN VIP75537 (PID 025-798-090) 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. 177 as are required to effect this change.

- 2.2 Schedule “B” – North Sheet, is amended by changing the zoning classification of LOT A, SECTION 20, GABRIOLA ISLAND, NANAIMO DISTRICT, PLAN VIP75538 (PID 025-798-103) 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. 177 as are required to effect this change.

- 2.3 Schedule “B” – North Sheet, is amended by changing the zoning classification on those land areas 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. 177 as are required to effect this change.

- 2.4 Schedule “B” – North Sheet, is amended by changing the zoning classification on those marine areas 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. 177 as are required to effect this change.

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## **D.5.12 Ferry Terminal (FT)**

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### **D.5.12.1 Permitted Uses**

The uses permitted in Article B.1.1.1, plus the following uses and no others are permitted in the Ferry Terminal (FT) zone:

#### **a. Permitted *Principal* Uses**

- i *ferry terminal*
- ii *ferry terminal parking*
- iii *emergency dock*
- iv *marine navigation aids*

#### **b. Permitted *Accessory* Uses**

- i *retail sales, excluding the sale of liquor*
- ii *limited public market*

### **D.5.12.2 Buildings and Structures**

The *buildings* and *structures* permitted in Article B.1.1.2, plus the following *buildings* and *structures* and no others are permitted in the Ferry Terminal (FT) zone:

#### **a. Permitted Land-Based *Buildings* and *Structures***

- i Buildings and structures for *ferry terminal* use.

#### **b. Permitted Marine-Based *Buildings* and *Structures***

- i Marine-based structures for *ferry terminal* use.
- li No *buildings* are permitted in the marine-based area of this zone, except for mechanical, electrical, and other similar uses that are required for the operation of the ferry terminal.

### **D.5.12.3 Regulations**

The general regulations in Part B, plus the following regulations apply in the Ferry Terminal (FT) zone:

#### **a. *Building* and *Structure* Height Limitations**

- i The maximum *height* of land-based *buildings* or *structures* is 5.0 metres (16.4 feet).
- ii The maximum *height* of marine-based *structures* is:
  - 10.0 metres (32.8 feet) above the water surface for floating *structures*;
  - and
  - 10.0 metres (32.8 feet) above the high water mark for *structures* fixed to the bed of the sea.

#### **b. *Building* and *Structure* Siting Requirements**

- i The minimum *setback* for *buildings* and *structures* is 1.5 metres (4.9 feet) from any *lot line* or lease or extension of an upland side *lot line*, with the exception of a *lot line* or lease line that defines the boundary between the sea and adjacent upland in which case there is no minimum *setback*.
- ii Despite B.1.1.2.b, retaining walls are permitted in the Ferry Terminal zone, subject to Subsection B.2.6.
- iii Despite B.2.1.1.a, *buildings* and *structures* for the purpose of *ferry terminal use*, may be sited a minimum of 0.0 metres from and at a height above the *natural boundary* of the sea at a level certified appropriate by a professional engineer.

**c. Lot Coverage Limitations**

- i The maximum combined *lot coverage* by marine- and land-based *buildings* and *structures* is 60%.

**GABRIOLA ISLAND LOCAL TRUST COMMITTEE  
BYLAW NO. 305**

**Appendix 2**

## **F.10 DP-10 Ferry Terminal**

### **F.10.1 Applicability**

- F.10.1.1** The following activities shall require a development permit whenever they occur within the DPA, unless specifically exempted under Policy F.10.2.1:
- a. subdivision of land;
  - b. construction of, addition to, or alteration of a building or other structure; and
  - c. alteration of land.

### **F.10.2 Exemptions**

- F.10.2.1** The following activities are exempt from any requirement for a development permit. Despite these exemption provisions, property owners must meet any other local, provincial or federal requirements.
- a. temporary emergency repairs or emergency structural alterations;
  - b. building or structure painting, repairs, maintenance or structural alterations of a minor nature that do not require a building permit;
  - c. building interior renovations with no change to the external appearance of the premises;
  - d. installation of directional or interpretative signage; bicycle racks, bicycle or bus shelters, public art, or electric vehicle charging stations;
  - e. an application resulting in a lot consolidation; and
  - f. marine infrastructure necessary for the docking of ferry vessels.

### **F.10.3 Guidelines**

Prior to undertaking any development activities within DP-10 that are not exempted by F.10.2.1, an owner of property shall apply to the Local Trust Committee for a development permit, and the following guidelines apply:

#### **Protection of the Natural Environment:**

- F.10.3.1** Docks, piers, ramps and marine based structures should be designed and constructed to avoid or minimize and mitigate impacts to environmentally sensitive marine areas such as critical habitat of Species at Risk, eelgrass beds and fish habitat. Enhancement or restoration measures, such as creation of new habitat, are encouraged as a compensation tool.
- F.10.3.2** Minimize shading of the water by incorporating perforations, using large spacing between deck planks or by using an alternative deck surface such as metal mesh or grating.
- F.10.3.3** Following 'dark sky principles' all exterior lights should be directed and/or shielded to illuminate the ground only and to prevent unnecessary light pollution in the vicinity.

- F.10.3.4 Native or indigenous vegetation should be retained wherever possible. If not possible, then ecological restoration should be incorporated into the development.
- F.10.3.5 All landscaping plans for new development must be prepared by a member of the B.C. Society of Landscape Architects or other qualified professional. All plant materials and contractor's work must meet or exceed the standards of the B.C. Nursery Trades Association or the B.C. Society of Landscape Architects.
- F.10.3.6 Additional conditions will be included in a development permit to incorporate any qualified professional recommendations within an environmental assessment.

**Protection of Development from Hazardous Conditions:**

- F.10.3.7 Development is supported by a specific flood construction level study prepared and stamped by a qualified professional engineer with demonstrated experience in coastal engineering.

**Promotion of Energy and Water Conservation and Greenhouse Gas Emission Reduction:**

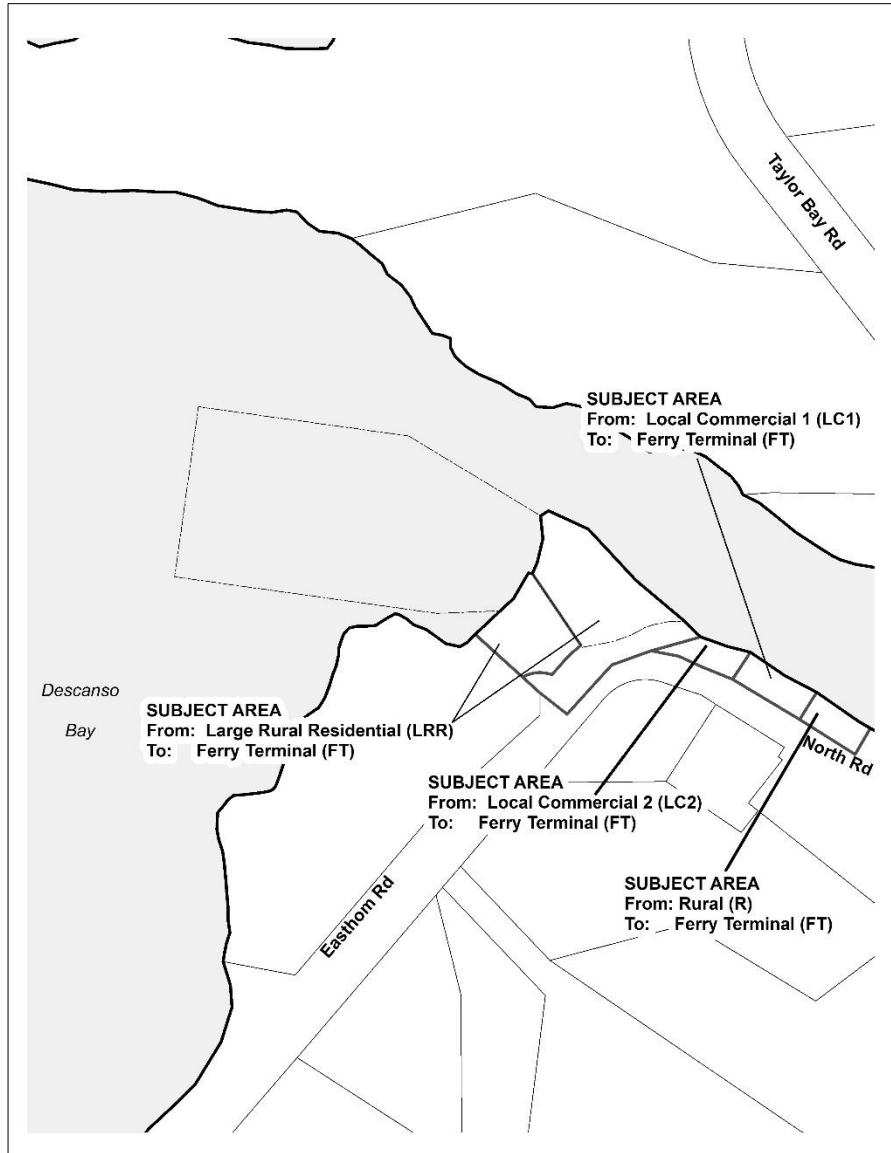
- F.10.3.8 A qualified professional retained by the applicant is required to provide a written report summarizing the proposed measures incorporated in the proposed development that address energy and water conservation.
- F.10.3.9 An integrated design process should be utilized to identify opportunities to reduce a building's energy and water consumption.
- F.10.3.10 Overall building energy performance and interior thermal comfort should be maximized through a combination of passive design strategies.
- F.10.3.11 The ferry terminal waiting room should include a potable water bottle filling station, if potable water is available
- F.10.3.12 An on-site integrated stormwater management plan prepared by a qualified professional should be required and implemented to reduce impervious surfaces, promote infiltration and capture and treat stormwater runoff from 90% of the average annual rainfall using acceptable best management practices. The plan should incorporate strategies for rainwater and storm water capture and reuse.
- F.10.3.13 Site design should minimize vehicle and pedestrian conflicts and clearly delineate pedestrian walkways throughout the site.
- F.10.3.14 Bicycle parking should be provided in a sheltered location and include a bike repair stand.
- F.10.3.15 Site design should prioritize safe and efficient public bus and school bus loading and off-loading at the terminal.

**Form and Character**

- F.10.3.16 Public access to the waterfront should be provided only in a location where it is safe and appropriate to do so. New waiting room and areas should be oriented to the waterfront providing good sightlines to arriving ferries and a sense of arrival to ferries arriving at Descanso Bay.
- F.10.3.17 Interpretive signage in the English and Hul'qumi'num languages pertaining to the ecological and cultural significance of Descanso Bay should be incorporated where possible into the site design.
- F.10.3.18 The ferry terminal waiting room should be universally accessible with a minimum indoor seating capacity for 16 occupants.
- F.10.3.19 Chain link fencing will generally be discouraged.
- F.10.3.20 Public art including interpretation panels, welcoming poles, and other opportunities should be incorporated into terminal design where possible.
- F.10.3.21 Large expanses of blank or unimproved walls lacking building details are discouraged. Building facades should be articulated and broken into smaller distinct visual units. A variety of materials, textures and scales including art, vegetation or other screening should be utilized to provide visual interest.

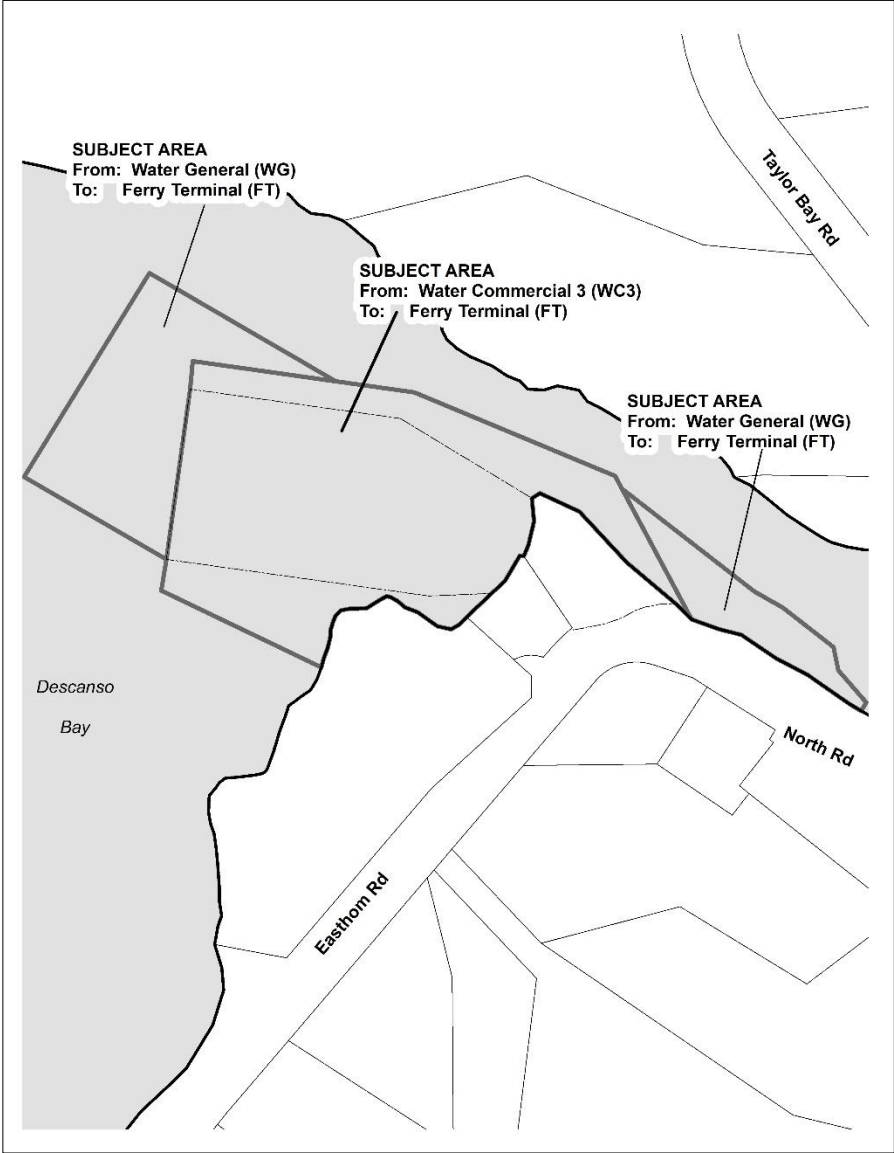
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**GABRIOLA ISLAND LOCAL TRUST COMMITTEE**  
**BYLAW NO. 305**

**Plan No. 1**



GABRIOLA ISLAND LOCAL TRUST COMMITTEE  
BYLAW NO. 305

Plan No. 2





Islands Trust

## ISLANDS TRUST POLICY STATEMENT DIRECTIVES ONLY CHECKLIST

File No.: GB-RZ-2019.1 (BC Ferries)

File Name: Bylaw No. 305 (LUB)

### PURPOSE

To provide staff with the Directives Only Checklist to highlight issues addressed in staff reports and as a means to ensure Local Trust Committees address certain matters in their official community plans and regulatory bylaws, Island Municipalities address certain matters in their official community plans, and to reference any relevant sections of the Policy Statement.

### POLICY STATEMENT

The Policy Statement is comprised of several parts. Parts I and II outline the purpose, the Islands Trust object, and Council's guiding principles. Parts III, IV and V contain the goals and policies relevant to ecosystem preservation and protection, stewardship of resources and sustainable communities.

There are three different kinds of policies within the Policy Statement as follows:

- Commitments of Trust Council which are statements about Council's position or philosophy on various matters;
- Recommendations of Council to other government agencies, non-government organizations, property owners, residents and visitors; and
- Directive Policies which direct Local Trust Committees and Island Municipalities to address certain matters.

### DIRECTIVES ONLY CHECKLIST

The Policy Statement Directives Only Checklist is based on the directive policies from the Policy Statement (Consolidated April 2003) which require Local Trust Committees to address certain matters in their official community plans and regulatory bylaws and Island Municipalities to address certain matters in their official community plans in a way that implements the policy of Trust Council.

Staff will use the Policy Statement Checklist (Directives Only) to review Local Trust Committee and Island Municipality bylaw amendment applications and proposals to ensure consistency with the Policy Statement. Staff will add the appropriate symbol to the table as follows:

- ✓ if the bylaw is consistent with the policy from the Policy Statement, or
- ✗ if the bylaw is inconsistent (contrary or at variance) with a policy from the Policy Statement, or
- N/A if the policy is not applicable.

### PART III: POLICIES FOR ECOSYSTEM PRESERVATION AND PROTECTION

CONSISTENT	No.	DIRECTIVE POLICY
	<b>3.1</b>	<b>Ecosystems</b>
✓	3.1.3	Local Trust Committees and Island Municipalities shall, in their official community plans and regulatory bylaws, address the identification and protection of the environmentally sensitive areas and significant natural sites, features and landforms in their planning area.
N/A	3.1.4	Local Trust Committees and Island Municipalities shall, in their official community plans and regulatory bylaws, address the planning, establishment, and maintenance of a network of protected areas that preserve the representative ecosystems of their planning area and maintain their ecological integrity.
✓	3.1.5	Local Trust Committees and Island Municipalities shall, in their official community plans and regulatory bylaws, address the regulation of land use and development to restrict emissions to land, air and water to levels not harmful to humans or other species.
	<b>3.2</b>	<b>Forest Ecosystems</b>
✓	3.2.2	Local Trust Committees and Island Municipalities shall, in their official community plans and regulatory bylaws, address the protection of unfragmented forest ecosystems within their local planning areas from potentially adverse impacts of growth, development, and land-use.
	<b>3.3</b>	<b>Freshwater and Wetland Ecosystems and Riparian Zones</b>
N/A	3.3.2	Local Trust Committees and Island Municipalities shall, in their official community plans and regulatory bylaws, address means to prevent further loss or degradation of freshwater bodies or watercourses, wetlands and riparian zones and to protect aquatic wildlife.
	<b>3.4</b>	<b>Coastal and Marine Ecosystems</b>
✓	3.4.4	Local Trust Committees and Island Municipalities shall, in their official community plans and regulatory bylaws, address the protection of sensitive coastal areas.
✓	3.4.5	Local Trust Committees and Island Municipalities shall, in their official community plans and regulatory bylaws, address the planning for and regulation of development in coastal regions to protect natural coastal processes.

### PART IV: POLICIES FOR THE STEWARDSHIP OF RESOURCES

CONSISTENT	No.	DIRECTIVE POLICY
	<b>4.1</b>	<b>Agricultural Land</b>
N/A	4.1.4	Local Trust Committees and Island Municipalities shall, in their official community plans and regulatory bylaws, address the identification and preservation of agricultural land for current and future use.
N/A	4.1.5	Local Trust Committees and Island Municipalities shall, in their official community plans and regulatory bylaws, address the preservation, protection, and encouragement of farming, the sustainability of farming, and the relationship of farming to other land uses.
N/A	4.1.6	Local Trust Committees and Island Municipalities shall, in their official community plans and regulatory bylaws, address the use of adjacent properties to minimize any adverse affects on agricultural land.
N/A	4.1.7	Local Trust Committees and Island Municipalities shall, in their official community plans and regulatory bylaws, address the design of road systems and servicing corridors to avoid agricultural lands unless the need for roads outweighs agricultural considerations, in which case appropriate mitigation measures shall be required to derive a net benefit to agriculture.
N/A	4.1.8	Local Trust Committees and Island Municipalities shall, in their official community plans and regulatory bylaws, address land uses and activities that support the economic viability of farms without compromising the agriculture capability of agricultural land.
N/A	4.1.9	Local Trust Committees and Island Municipalities shall, in their official community plans and regulatory bylaws, address the use of Crown lands for agricultural leases.
	<b>4.2</b>	<b>Forests</b>
✓	4.2.6	Local Trust Committees and Island Municipalities shall, in their official community plans and regulatory bylaws, address the need to protect the ecological integrity on a scale of forest stands and landscapes.
N/A	4.2.7	Local Trust Committees and Island Municipalities shall, in their official community plans and regulatory bylaws, address the retention of large land holdings and parcel sizes for sustainable forestry use, and the location and construction of roads, and utility and communication corridors to minimize the fragmentation of forests.
N/A	4.2.8	Local Trust Committees and Island Municipalities shall, in their official community plans and regulatory bylaws, address the designation of forest ecosystem reserves where no extraction will take place to ensure the preservation of native biological diversity.
	<b>No.</b>	<b>DIRECTIVE POLICY</b>

	<b>4.3</b>	<b>Wildlife and Vegetation</b>
	<b>4.4</b>	<b>Freshwater Resources</b>
N/A	<b>4.4.2</b>	Local Trust Committees and Island Municipalities shall, in their official community plans and regulatory bylaws, address measures that ensure neither the density nor intensity of land use is increased in areas which are known to have a problem with the quality or quantity of the supply of freshwater, water quality is maintained, and existing, anticipated and seasonal demands for water are considered and allowed for.
N/A	<b>4.4.3</b>	Local Trust Committees and Island Municipalities shall, in their official community plans and regulatory bylaws, address measures that ensure water use is not to the detriment of in-stream uses.
	<b>4.5</b>	<b>Coastal Areas and Marine Shorelands</b>
✓	<b>4.5.8</b>	Local Trust Committees and Island Municipalities shall, in their official community plans and regulatory bylaws, address the needs and locations for marine dependent land uses.
N/A	<b>4.5.9</b>	Local Trust Committees and Island Municipalities shall, in their official community plans and regulatory bylaws, address the compatibility of the location, size and nature of marinas with the ecosystems and character of their local planning areas.
✓	<b>4.5.10</b>	Local Trust Committees and Island Municipalities shall, in their official community plans and regulatory bylaws, address the location of buildings and structures so as to protect public access to, from and along the marine shoreline and minimize impacts on sensitive coastal environments.
✓	<b>4.5.11</b>	Local Trust Committees and Island Municipalities shall, in their official community plans and regulatory bylaws, address opportunities for the sharing of facilities such as docks, wharves, floats, jetties, boat houses, board walks and causeways.
	<b>4.6</b>	<b>Soils and Other Resources</b>
N/A	<b>4.6.3</b>	Local Trust Committees and Island Municipalities shall, in their official community plans and regulatory bylaws, address the protection of productive soils.

## PART V: POLICIES FOR SUSTAINABLE COMMUNITIES

CONSISTENT	No.	DIRECTIVE POLICY
	<b>5.1</b>	<b>Aesthetic Qualities</b>
✓	<b>5.1.3</b>	Local Trust Committees and Island Municipalities shall, in their official community plans and regulatory bylaws, address the protection of views, scenic areas and distinctive features contributing to the overall visual quality and scenic value of the Trust Area.
	<b>5.2</b>	<b>Growth and Development</b>
✓	<b>5.2.3</b>	Local Trust Committees and Island Municipalities shall, in their official community plans and regulatory bylaws, address policies related to the aesthetic, environmental and social impacts of development.
✓	<b>5.2.4</b>	Local Trust Committees and Island Municipalities shall, in their official community plans and regulatory bylaws, address any potential growth rate and strategies for growth management that ensure that land use is compatible with preservation and protection of the environment, natural amenities, resources and community character.
✓	<b>5.2.5</b>	Local Trust Committees and Island Municipalities shall, in their official community plans and regulatory bylaws, address means for achieving efficient use of the land base without exceeding any density limits defined in their official community plans.
✓	<b>5.2.6</b>	Local Trust Committees and Island Municipalities shall, in their official community plans and regulatory bylaws, address the identification of areas hazardous to development, including areas subject to flooding, erosion or slope instability, and strategies to direct development away from such hazards.
	<b>5.3</b>	<b>Transportation and Utilities</b>
N/A	<b>5.3.4</b>	Local Trust Committees and Island Municipalities shall, in their official community plans and regulatory bylaws, address the development of a classification system of rural roadways, including scenic or heritage road designations, in recognition of the object of the Islands Trust.
✓	<b>5.3.5</b>	Local Trust Committees and Island Municipalities shall, in their official community plans and regulatory bylaws, address the impacts of road location, design, construction and systems.
N/A	<b>5.3.6</b>	Local Trust Committees and Island Municipalities shall, in their official community plans and regulatory bylaws, address the designation of areas for the landing of emergency helicopters.
✓	<b>5.3.7</b>	Local Trust Committees and Island Municipalities shall, in their official community plans and regulatory bylaws, address the development of land use patterns that encourage establishment of bicycle paths and other local and inter-community transportation systems that reduce dependency on private automobile use.
	<b>5.4</b>	<b>Disposal of Waste</b>
N/A	<b>5.4.4</b>	Local Trust Committees and Island Municipalities shall, in their official community plans and regulatory bylaws, address the identification of acceptable locations for the disposal of solid waste.
CONSISTENT	No.	DIRECTIVE POLICY

	<b>5.5</b>	<b>Recreation</b>
N/A	<b>5.5.3</b>	Local Trust Committees and Island Municipalities shall, in their official community plans and regulatory bylaws, address the prohibition of destination gaming facilities such as casinos and commercial bingo halls.
N/A	<b>5.5.4</b>	Local Trust Committees and Island Municipalities shall, in their official community plans and regulatory bylaws, address the location and type of recreational facilities so as not to degrade environmentally sensitive areas, and the designation of locations for marinas, boat launches, docks and anchorages so as not to degrade sensitive marine or coastal areas.
N/A	<b>5.5.5</b>	Local Trust Committees and Island Municipalities shall, in their official community plans and regulatory bylaws, address the identification of sites providing safe public access to beaches, the identification and designation of areas of recreational significance, and the designation of locations for community and public boat launches, docks and anchorages.
N/A	<b>5.5.6</b>	Local Trust Committees and Island Municipalities shall, in their official community plans and regulatory bylaws, address the identification and designation of areas for low impact recreational activities and discourage facilities and opportunities for high impact recreational activities.
N/A	<b>5.5.7</b>	Local Trust Committees and Island Municipalities shall, in their official community plans and regulatory bylaws, address the planning for bicycle, pedestrian and equestrian trail systems.
	<b>5.6</b>	<b>Cultural and Natural Heritage</b>
✓	<b>5.6.2</b>	Local Trust Committees and Island Municipalities shall, in their official community plans and regulatory bylaws, address the identification, protection, preservation and enhancement of local heritage.
✓	<b>5.6.3</b>	Local Trust Committees and Island Municipalities shall, in their official community plans and regulatory bylaws, address the preservation and protection of the heritage value and character of historic coastal settlement patterns and remains.
	<b>5.7</b>	<b>Economic Opportunities</b>
✓	<b>5.7.2</b>	Local Trust Committees and Island Municipalities shall, in their official community plans and regulatory bylaws, address economic opportunities that are compatible with conservation of resources and protection of community character.
	<b>5.8</b>	<b>Health and Well-being</b>
N/A	<b>5.8.6</b>	Local Trust Committees and Island Municipalities shall, in their official community plans and regulatory bylaws, address their community's current and projected housing requirements and the long-term needs for educational, institutional, community and health-related facilities and services, as well as the cultural and recreational facilities and services.

	<b>POLICY STATEMENT COMPLIANCE</b>
✓	<b><i>In compliance with Trust Policy</i></b>
	<b><i>Not in compliance with Trust Policy for the following reasons:</i></b>