



Galiano Island Local Trust Committee

Regular Meeting Agenda

Date: October 1, 2016
Time: 12:30 pm
Location: Galiano South Community Hall
141 Sturdies Bay Road, Galiano Island, BC

	Pages
1. CALL TO ORDER	12:30 PM - 12:35 PM
2. APPROVAL OF AGENDA	
3. TOWN HALL AND QUESTIONS	12:35 PM - 1:00 PM
4. COMMUNITY INFORMATION MEETING	
none	
5. PUBLIC HEARING	1:00 PM - 2:30 PM
5.1 Recess for Public Hearing	
(Reconvened from Public Hearing Held September 19, 2016)	
5.1.1 <u>Galiano Island Local Trust Committee Bylaw No. 233</u>	
5.1.2 <u>Galiano Island Local Trust Committee Bylaw No. 234</u>	
5.2 Recall to Order	
6. MINUTES	2:30 PM - 2:40 PM
6.1 Local Trust Committee Minutes Dated August 29, 2016 (for Adoption)	4 - 15
6.2 Section 26 Resolutions Without Meeting Report	
none	
6.3 Advisory Planning Commission Minutes	
none	
7. BUSINESS ARISING FROM MINUTES	
7.1 Follow-up Action List Dated September 2016	16 - 18
8. DELEGATIONS	
none	

- 9. CORRESPONDENCE** 2:40 PM - 2:50 PM
Correspondence received concerning current applications or projects is posted to the LTC webpage
- 9.1 Email from B. Russell Dated August 22, 2016 re LTC Minutes 19 - 19
 (Referred from EC August 31, 2016, for consideration)
- 10. APPLICATIONS AND REFERRALS** 2:50 PM - 3:45 PM
- 10.1 GL-RZ-2011.1 (GLCHT) - Staff Report 20 - 61
 10.1.1 Bylaw No. 233 for Further Consideration
 10.1.2 Bylaw No. 234 for Further Consideration
- 10.2 GL-DVP-2016.2 (Coburn) - Staff Report 62 - 76
- 11. LOCAL TRUST COMMITTEE PROJECTS**
 none
- 12. REPORTS** 3:45 PM - 4:00 PM
- 12.1 Work Program Reports (attached)
 12.1.1 Top Priorities Report Dated September 2016 77 - 77
 12.1.2 Projects List Report Dated September 2016 78 - 78
- 12.2 Applications Report Dated September 2016 (attached) 79 - 84
- 12.3 Trustee and Local Expense Report Dated July 2016 (attached) 85 - 85
- 12.4 Adopted Policies and Standing Resolutions (attached) 86 - 87
- 12.5 Local Trust Committee Webpage
- 12.6 Chair's Report
- 12.7 Trustee Report
- 12.8 Trust Fund Board Report
- none
- 13. NEW BUSINESS**
 none
- 14. UPCOMING MEETINGS**
- 14.1 Next Regular Meeting Scheduled for November 7, 2016 at the South Community Hall, Galiano Island
- 15. TOWN HALL** 4:00 PM - 4:30 PM

16. CLOSED MEETING

none

17. ADJOURNMENT

4:30 PM - 4:30 PM



Galiano Island Local Trust Committee Minutes of Regular Meeting

Date: August 29, 2016
Location: Galiano South Community Hall
141 Sturdies Bay Road, Galiano Island, BC

Members Present: George Grams , Alternate Chair
Sandy Pottle, Local Trustee
George Harris, Local Trustee

Staff Present: Kim Stockdill, Acting Planner 2
Colleen Doty, Recorder

Others Present: Approximately 30 members of the public

1. CALL TO ORDER

Chair Grams called the meeting to order at 12:34pm. He acknowledged the meeting was being held in traditional territory of the Coast Salish First Nations.

2. APPROVAL OF AGENDA

The following additions to the agenda were presented for consideration:

- Item 10.8 was moved to 10.4, reordering the rest of applications
- New Schedule A for 13.2 (copies circulated)

By general consent the agenda was approved as amended.

3. TOWN HALL AND QUESTIONS

Chair Grams noted this Town Hall would address agenda items.

Debbie Holmes referred to the application for a tree cutting Development Permit within Development Permit Area No. 3 (DPA 3). She summarized the history of the bylaw limiting tree harvesting to sustainable rates, the need to protect water resources and biodiversity. She noted importance of educating everyone on sustainable tree-cutting.

Stephen Rybak, referring to Schedule A Land Use Bylaw (LUB) No. 127, 2011, Contraventions and Penalties, asked whether the penalties listed were for each offence, one-time fees, or for repeat offences?

A/Planner 2 Kim Stockdill noted that Miles Drew, Bylaw Enforcement Officer who drafted the bylaws, could be phoned later in the meeting.

DRAFT

Louise Decario, referred to Schedule A of LUB No. 127, and indicated it would be helpful to have changes highlighted. With respect to the tree-cutting Development Permit application, she expressed the following concerns with the Staff Report of August 19, 2016:

- the statement to remove tree debris to mitigate fire hazard, as debris is different from trees .
- page 38 notes that DPA 3 is for larger lots, but DPA 3 was intended for every lot on Galiano
- staff noted in staff report the impact on groundwater was minimal because surrounding lots are heavily forested. Does this mean tree removal is acceptable as long as neighbours do not remove trees?

She requested that the number of trees to be replanted should be specified in the permit and that the Local Trust Committee send a letter to tree-cutters informing them of bylaws.

Akasha Forest expressed concerns about DPA 3 tree-cutting permit application. She was on the committee that developed bylaws and the bylaw was intended to cover the entire island, regardless of lot size. She suggested that misinformation in the Staff Report should be rectified. Province of BC is moving toward watershed protection, with planning at the watershed and ecosystem level. She urged the LTC to take cumulative watershed effects into consideration.

Doug Latta referred to page 3 of agenda, Item 14.2, the Special Meeting to be held September 19, 2016.

A/Planner 2 Stockdill noted information on this Special Meeting will be released in the upcoming weeks.

Debbie Holmes noted repeated violations to tree-cutting bylaws within DPA 3. While it is a process of education, she believes this should be the last time before we say no more.

Louise Decario commented that bylaw enforcement is complaint-driven and believes if other violations haven't received complaints doesn't mean we should do nothing.

Sidney Brannan referred to optional recommendation No. 8 identified in the August 18, 2016 Staff Report with respect to the Wolstenholme application and questioned what might trigger the optional requirement of a groundwater assessment.

A/Planner 2 Stockdill noted it was an option for LTC to consider.

4. COMMUNITY INFORMATION MEETING

none

5. PUBLIC HEARING

none

6. MINUTES

DRAFT

6.1 Local Trust Committee Minutes

By general consent the Local Trust Committee meeting minutes of July 4, 2016 were adopted and the Public Hearing Record Dated July 4, 2016 was received and adopted.

6.2 Section 26 Resolutions Without Meeting Report

none

6.3 Advisory Planning Commission Minutes

none

7. BUSINESS ARISING FROM MINUTES

7.1 Follow-up Action List Dated August 2016

none

8. DELEGATIONS

none

9. CORRESPONDENCE

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

9.1 Email from R. Moyle re Requirements for a Secondary Suite

A/Planner 2 Stockdill provided background, noting that R. Moyle's property was very close to being permissible and that neither use nor density can be varied. The only options are to rezone, or amend the LUB to permit a secondary suite on property less than 0.4 ha. She will calculate how many properties on Galiano are less than 0.4 ha and report back to LTC.

10. APPLICATIONS AND REFERRALS

10.1 Thetis Island Local Trust Committee Bylaw No. 101 Referral

There was reference to the commitment the LTC made to First Nations (FN). Lyackson FN will conduct their own studies on this area and are not inclined to approve the proposal. The Valdes Island Conservancy Association has concerns about the tidal area involved. While Galiano Island's interests are unaffected, the LTC would like to ensure that the Protocol Agreement and Lyackson FN views are respected.

DRAFT

GL-2016-069

It was MOVED and SECONDED,

that the interests of the Galiano Island Local Trust Committee are unaffected by this bylaw.

CARRIED

10.2 Mayne Island Local Trust Committee Bylaw No. 170 Referral

GL-2016-070

It was MOVED and SECONDED,

that the interests of the Galiano Island Local Trust Committee are unaffected by this bylaw.

CARRIED

10.3 North Pender Island LTC Bylaws No. 203 & 204 Referral

GL-2016-071

It was MOVED and SECONDED,

that the interests of the Galiano Island Local Trust Committee are unaffected by this bylaw.

CARRIED

10.4 GL-TUP-2016.1 (Stettner) - Staff Memo – moved up to 10.4

A/Planner 2 Stockdill summarized the application, as provided in the agenda package. The applicants were in attendance.

Trustee Pottle requested A/Planner 2 Stockdill obtain bylaws from Section Seven Water Works (SSWW). Their bylaws allow for a maximum of 5000 gallons per month. They do not prohibit Short Term Vacation Rentals (STVR's) within their strata.

Trustee Harris wondered whether applicant would install a backup water collection (potable) system in addition to having a covenant, as SSWW is concerned. A/Planner 2 Stockdill noted that the Temporary Use Permit (TUP) that was circulated refers to a 16,000L capacity rainwater collection system.

There was discussion as to how likely the STVR was to exceed 5000 gallons per month. The applicant stated that their annual average would be under that limit. It was noted that water-dry months are the concern and that SSWW are only obliged to approve water use for residents.

A/Planner 2 Stockdill noted that SSWW had the authority, under their bylaws, to charge residents for water use that exceeds monthly limits; the covenant would enable SSWW to turn off water once usage exceeded monthly limits.

LTC were of the view that a covenant is required for this permit application.

10.5 GL-DP-2016.3 (Barber) - Staff Report

The applicant was present. The following points were raised regarding this application for a tree-cutting permit within DPA 3 :

- Options available to LTC if they did not approve the permit application; LTC could approve with conditions, such as mitigation efforts to replant, or have a report;
- Disclosure of bylaws by realtor prior to sale of property had occurred;
- Precedent-setting nature of tree-cutting action;
- Damage to surrounding environs: a lake appears due to loss of trees amounting to 18 cords of wood;
- Reluctance of LTC to approve this Development Permit (DP). If owners had applied for a DP in the first place, a technical expert would have assessed beforehand how best to approach it;
- Importance of sending a message to tree-cutters and community that this cannot be done, and how best to communicate this to community;
- Publishing a public letter of apology in local newspaper;
- Impact on neighbours: wind hazard, increased water flow, lack of privacy, loss of old arbutus;
- Retaining an expert to discuss how much remediation is possible;
- Conditions of permit, which must be tied to guidelines of DPA 3;
- Having staff report on measures to discourage future infractions;
- Attaching DPA 3 guidelines to this specific DP and for future applications;
- Lack of requirement to replant trees within RR zoning

The applicant accepted responsibility and valued the community input. He committed to whatever remediation was needed.

A/Planner 2 Stockdill will prepare a report identifying conditions consistent with the DPA-3 guidelines for the Development Permit.

Chair Grams recessed the regular meeting at 2:02pm for a break. The meeting reconvened at 2:20pm.

10.6 GL-RZ-2016.1 (Wolstenholme) - Staff Report

A/Planner 2 Stockdill provided an overview. As it was post-public hearing, no new information could be provided to the LTC. The applicants were present.

Discussion of the following items took place:

- How to require water catchment without new construction: amending Land Use Bylaws to require a rain-water cistern tied to use; or, through a section 219 covenant;
- The option of having a report done on impacts of proposed inn on quality and quantity of groundwater on surrounding environs

DRAFT

GL- 2016-072

It was MOVED and SECONDED,

that the Galiano Island Local Trust Committee require the registration of a covenant under section 219 of the *Land Title Act* from the registered owners of Lot A, District Lot 3 Galiano Island, Cowichan District, Plan 48087 that would require a rainwater collection system with a capacity of 16,000L for the construction of dwelling units on the subject property and the addition of 30,000L additional capacity (each dwelling unit gets 16,000L) as a condition of final bylaw approval.

CARRIED

GL-2016-073

It was MOVED and SECONDED,

that the Galiano Island Local Trust Committee give Second Reading to proposed Bylaw No. 259, cited as "Galiano Island Official Community Plan Bylaw No. 108, 1995, Amendment No. 2, 2016."

CARRIED

GL-2016-074

It was MOVED and SECONDED,

that the Galiano Island Local Trust Committee give Third Reading to proposed Bylaw No. 259, cited as "Galiano Island Official Community Plan Bylaw No. 108, 1995, Amendment No. 2, 2016."

CARRIED

GL-2016-075

It was MOVED and SECONDED,

that the Galiano Island Local Trust Committee give Second Reading to proposed Bylaw No. 260, cited as "Galiano Island Land Use Bylaw No. 127, 1999, Amendment No. 2, 2016."

CARRIED

GL-2016-076

It was MOVED and SECONDED,

that the Galiano Island Local Trust Committee give Third Reading to proposed Bylaw No. 260, cited as "Galiano Island Land Use Bylaw No. 127, 1999, Amendment No. 2, 2016."

CARRIED

GL-2016-077

It was MOVED and SECONDED,

that the Galiano Island Local Trust Committee proposed Bylaw Nos. 259 and 260 be forwarded to the Secretary of the Islands Trust for Executive Committee approval.

CARRIED

GL-2016-078

It was MOVED and SECONDED,

that the Galiano Island Local Trust Committee proposed Bylaw No. 259 be forwarded to the Minister of Community, Sport and Cultural Development for approval.

CARRIED

DRAFT

A/Planner 2 Stockdill noted the covenant would be a condition of final bylaw approval. After that approval, the LTC could ensure the covenant was registered.

There was further discussion and questions with respect to installing a water meter:

- Was it appropriate to add a meter to the water use of the well?
- Did the LTC wish to regulate the metering and determine appropriate yields?
- What would a 12-person inn consume?
- Once water usage info becomes available is there a mechanism for applying a tank?
- The wording of the s. 219 covenant such that rain-barrel catchment be required.
- Once data is obtained from meter, then how would capacity be determined? Will we need an expert report?
- Number of stressors in the area and the need to plan accordingly;
- Possibility of having a working group examine the area as a pilot project

Chair Grams explained how Salt Spring Island's water protection authority operates and questioned if buildout occurred according to the OCP, would resources be over stressed; and how the OCP could be framed to confine further development of island.

GL-2016-079

It was MOVED and SECONDED,

that the Galiano Island Local Trust Committee require a meter to be installed and data provided to the Trust with respect to consumption as a condition of final approval.

CARRIED

10.7 GL-RZ-2016.2 (GL Conservancy DL 57) - Preliminary Staff Report

A/Planner 2 Stockdill summarized the proposal. The applicant was present.

There was discussion of approaching the applicant to have an observation well on the property and this being a community benefit as a condition of approval. The professional engineer doing the groundwater report could also look at having an observation well. The applicant was supportive of the idea to have a test well, noting that a year-round spring is the well.

It was noted that campsites are prohibited in the LUB, but in this case, the Galiano Conservancy Association campsites are an accessory use, educational, with no commercial aspect to them.

Louise Decario noted that p. 14 refers to potable water while the recommendation on page 15 goes beyond.

It was noted that the time to refer an application to the Advisory Planning Committee was once all information was received and draft bylaws approved.

DRAFT

GL-2016-080

It was MOVED and SECONDED,

that the Galiano Island Local Trust Committee request staff to proceed with the application GL-RZ-2016.2 (Galiano Conservancy) and to prepare draft bylaws.

CARRIED

GL-2016-081

It was MOVED and SECONDED,

that the Galiano Island Local Trust Committee require a Groundwater Assessment Report prepared by a Registered Professional Engineer or Hydrologist for GL-RZ-2016.2 (Galiano Conservancy) to determine if the proposed change of use would have impacts on the quality and quantity on groundwater.

CARRIED

10.8 GL-DP-2016.4 (Swan) - Staff Report

Report was provided as information in the agenda package.

GL-2016-082

It was MOVED and SECONDED,

that the Galiano Island Local Trust Committee approve issuance of Development Permit GL-DP-2016.4 (Swan).

CARRIED

11. LOCAL TRUST COMMITTEE PROJECTS

11.1 Dock Review - Staff Report

Report was provided as information in the agenda package. It was noted that a decision was not required at this point.

GL-2016-083

It was MOVED and SECONDED,

that the Galiano Island Local Trust Committee request staff to draft an online survey to gather input from the community with respect to dock policies and regulations.

CARRIED

12. REPORTS

12.1 Work Program Reports (attached)

12.1.1 Top Priorities Report Dated August 2016
No further discussion.

12.1.2 Projects List Report Dated August 2016
No further discussion.

12.2 Applications Report Dated August 2016 (attached)

A/Planner 2 Stockdill noted several Temporary Use Permit (TUP) requests for Short Term Vacation Rentals (STVR's). Crystal Mountain Society's application is going to legal review. Applicant will address the community benefit and present comments at next Town Hall on October 1, 2016.

DRAFT

12.3 Trustee and Local Expense Report Dated June 2016 (attached)

Provided as information.

12.4 Adopted Policies and Standing Resolutions (attached)

Provided as information.

12.5 Local Trust Committee Webpage

none

12.6 Chair's Report

Chair Grams noted there would be biannual meetings with San Juan councillors. There will be a presentation of Trust Council Chief Information Officer's transition plan should Salt Spring Island chose to incorporate. Considerable community consultation will happen if a referendum triggers that. Incorporation process is nearing conclusion and the roads assessment has been published. A report on liabilities to be assumed by community under incorporation will be forthcoming, probably sometime in September, with a final report in October-November. If the recommendation is to proceed to referendum the Minister would likely approve it before Christmas and the referendum will likely occur in February 2017.

12.7 Trustee Report

Trustee Harris noted Islands Trust is having a visioning session in Sidney in early September to determine its future. Saturday, October 1st is the next LTC meeting and the Galiano Green Public Hearing is September 19th. He has fielded many questions with respect to STVRs.

Trustee Pottle attended an August 25th meeting and heard lots of recommendations as a part of the local planning committee where the top priority is affordable housing. A decision was made to get a legal opinion on liability to Local Trust Committees for holding housing agreements. Density can be identified in different ways.

12.8 Trust Fund Board Report

none

13. NEW BUSINESS

13.1 2017-18 Budget: LTC Project Funding Requests - Staff Memo

GL-2016-084

It was MOVED and SECONDED,

that the Galiano Island Local Trust Committee approve and forward the draft 2017-2018 LTC Project Budget Request to the Financial Planning Committee as presented.

CARRIED

DRAFT

13.2 Galiano Island BEN Amendment Bylaw No. 258 - Staff Report

A/Planner 2 Stockdill provided an overview. Enforcement Bylaw Sections 3.12 and 3.13 were originally omitted, but are now included in new Schedule A. She noted outstanding questions around frequency with which one can be penalized and the need to track revisions in future document versions.

GL-2016-085

It was MOVED and SECONDED,

that the Galiano Island Local Trust Committee gives First Reading to Draft Bylaw No. 258 cited as Galiano Island Local Trust Area Bylaw Enforcement Notification Bylaw No. 228, 2011 Amendment No. 1, 2016.

CARRIED

GL-2016-086

It was MOVED and SECONDED,

that the Galiano Island Local Trust Committee gives Second Reading to Proposed Bylaw No. 258 cited as the Galiano Island Local Trust Area Bylaw Enforcement Notification Bylaw No. 228, 2011 Amendment No. 1, 2016.

CARRIED

GL-2016-087

It was MOVED and SECONDED,

that the Galiano Island Local Trust Committee gives Third Reading to Proposed Bylaw No. 258 cited as Galiano Island Local Trust Area Bylaw Enforcement Notification Bylaw No. 228, 2011 Amendment No. 1, 2016.

CARRIED

GL-2016-088

It was MOVED and SECONDED,

that the Galiano Island Local Trust Committee refers Proposed Bylaw No. 258 to the Executive Committee for approval.

CARRIED

14. UPCOMING MEETINGS

14.1 Next Regular Meeting Scheduled for October 1, 2016, at the South Community Hall, Galiano Island

14.2 Special Local Trust Committee Meeting to be held September 19, 2016, at 12:30 pm, at the Lion's Hall, Galiano Island

15. TOWN HALL

Janice Oakley provided an update on Crystal Mountain Society's (CMS) application. CMS has been reaching out to neighbours and broader community with respect to: scope of development, number of parking spots, water management, septic system, traffic, what happens if land is sold, emergency access, accessibility to forest trails, and keeping people informed. Report on Community Benefit will be forthcoming. Affordable housing is of interest as is a covenant with Islands Trust Fund; they are investigating fire standpipe and wish to meet provincial standards for metering and watershed protection. It was noted a transfer of land in exchange for density is not part of this proposal.

DRAFT

Debbie Holmes noted the Development Permit was not approved today for tree-cutting. Staff will report on conditions that can be attached to that permit. She hoped this was an education for tree fallers and the community.

Akasha Forest:

- Applauded minute-taking
- Requested access to CRD reports which provide grants for various projects to have the benefit of hearing about them first hand. We have a tourism-development strategy but would like to know how this ties in to sustainability of water use and cumulative effects and questioned if funding to study watershed planning was an option.
- Requested that water use be the next project for the APC once it is in place for telecommunications. Noted a better understanding of each watershed area is important to tie in cumulative uses in applications. Suggested sourcing potential funding to get people working in that direction.

Chair Grams noted that a CRD director attends every Salt Spring Island (SSI) meeting. Dave Howe has a number of islands to attend. The LTC could request a report informing community of progress. He favours having a water APC.

Suzanne Fournier agreed with having a water strategy. She was pleased CMS was consulting with neighbours and noted the importance of having a community meeting where everyone receives same information. She expressed concern about septic issues and would like to see density in exchange for title and a community benefit.

Art Moses supported meaningful consultation and would like to see an open public meeting, perhaps at North End Hall. He would like to see transfer of title as a community benefit and commented on policies on F1 rezoning. F3 option is not an unreasonable option. Recommended the LTC proceed on basis of every other forestry lot and noted concern about fragmentation, sewage, water use.

Janice Oakley noted there have been three public meetings in the last year.

Libby McLelland noted the merits of speaking to individuals.

Trustees were supportive of the CRD director or his alternate attending LTC meetings. They will be on the agenda near the beginning of the meeting and should be prepared to give a report.

Suzanne Fournier, with respect to CMS proposal, queried about residential use, because they plan to have a residential caretaker and rent out huts.

In response to a question A/Planner 2 Stockdill indicated there was no distinction of "hut" in the LUB. A caretaker unit is a form of a dwelling. A hut is not.

Louise Decario, with respect to CMS, asked whether they were going to have a neighbourhood community meeting.

DRAFT

Janice Oakley indicated they would have another one.

Akasha Forest requested the LTC ask for a financial report with respect to water management.

There being no further comments, Chair Grams recessed for a closed meeting at 4:21pm.

16. CLOSED MEETING (Distributed Under Separate Cover)

16.1 Motion to Close the Meeting

GL-2016-089

It was MOVED and SECONDED,

that the meeting be closed to the public in accordance with the Community Charter, Part 4, Division 3, s. 90(1) (a) & (d) for the purpose of considering:
Adoption of In-Camera Meeting Minutes Dated May 2, 2016

Appointment of APC Members

AND that the recorder and staff attend the meeting.

CARRIED

The meeting reconvened at 4:30.

16.2 Recall to Order

16.3 Rise and Report

The resolution was read.

17. ADJOURNMENT

By general consent the meeting was adjourned at 4:31 pm.

George Grams, Chair

Certified Correct:

Colleen Doty, Recorder

Follow Up Action Report

Galiano Island

07-Dec-2015

Activity	Responsibility	Target Date	Status
Staff to contact Ministry to follow up with Retreat Cove Covenant (IN PROGRESS).	Kim Stockdill	23-Dec-2015	Done

07-Mar-2016

Activity	Responsibility	Target Date	Status
Crystal Mountain (GL-RZ-2014.1)	Kim Stockdill	26-Aug-2016	On Going
1.. Staff to follow up with Trust Fund staff regarding the timeline of the TFB/Crystal Mountain conservation covenant.			
May 2, 2016 LTC Meeting:			
2. Applicant to explore additional community benefits options.			
July 4, 2016 LTC Meeting			
3. Staff to explore and report back the legality of using a s.219 restricting the use of land for non-profit societies and the reference to non-profit societies in the draft OCP amendment bylaw. (IN PROGRESS)			
1. Staff to add Affordable Housing Strategy and Dock Review to Top Priorities - DONE	Kim Stockdill	25-Mar-2016	On Going
2. LTC (local trustees) to review Affordable Housing Toolkit to determine what aspects of Affordable Housing should be addressed.			

02-May-2016

Activity	Responsibility	Target Date	Status
GL-TUP-2016.1 (Stettner) - application deferred until such time a draft covenant between the property owner and the Section Seven Water Works is agreed upon. (IN PROGRESS)	Kim Stockdill	01-Jul-2016	On Going

Follow Up Action Report

29-Aug-2016

Activity	Responsibility	Target Date	Status
July 4th, 2016 LTC meeting minutes adopted as is by general consent.	Regina Robinson	23-Sep-2016	Done
Public hearing meeting minutes for July 4, 2016 adopted.	Regina Robinson	30-Sep-2016	Done
Thetis Island LTC Bylaw No. 101 - Interests Unaffected but comments that the Protocol Agreement with the Lyackson First Nation should be respected.	Sharon Lloyd-deRosario	30-Sep-2016	Done
Mayne Island LTC Bylaw No. 170 - Interests Unaffected	Sharon Lloyd-deRosario	30-Sep-2016	Done
North Pender LTC Bylaws No. 203 & 204 - Interests unaffected.	Sharon Lloyd-deRosario	30-Sep-2016	Done
GL-DP-2016.3 (Barber) Staff to draft report outlining options to comply with DPA guidelines and additional DP conditions.	Kim Stockdill	30-Sep-2016	On Going
GL-DP-2016.4 (Swan) approved. Staff to issue permit.	Sharon Lloyd-deRosario	30-Sep-2016	Done
GL-RZ-2016.1 (Wolstenholme) 1. Second Reading given to Bylaw Nos. 259 & 260. - Done 2. Third Reading given to Bylaw Nos. 259 & 260. - Done 3. Staff to refer Bylaw Nos. 259 & 260 to EC. 4. Staff to refer Bylaw No. 259 to Minister. 5. Applicant must register s. 219 covenant with rainwater collection requirements as a condition of bylaw adoption.	Sharon Lloyd-deRosario Kim Stockdill	25-Nov-2016	On Going
GL-RZ-2016.2 (Galiano Conservancy) 1. Staff to draft LUB & OCP bylaws. 2. Applicant must provide groundwater assessment report.	Sharon Lloyd-deRosario Kim Stockdill	28-Oct-2016	On Going

**Follow Up Action Report**

Dock Review Project 1. Staff to draft an online survey regarding dock policies and regulations.(IN PROGRESS)	Kim Stockdill	30-Sep-2016	On Going
Staff to invite CRD Director to October 1, 2016 LTC meeting to report on the CRDs annual financial report and funding allocations.	Regina Robinson	23-Sep-2016	Done
Staff to forward the approved 2017-2018 LTC Project Budget Request to the FPC.	Robert Kojima	30-Sep-2016	Done
Galiano Island APC 1. Staff to draft letter confirming re-appointment of five members. 2. Staff to advertise EOI for two members of the APC. - Done	Sharon Lloyd-deRosario Regina Robinson	28-Oct-2016	Done
Special APC - Telecommunication Strategy 1. Staff to notify the seven applicants of their appointment to the Galiano Island Special APC.	Sharon Lloyd-deRosario Regina Robinson	30-Sep-2016	Done
Galiano Island BEN Bylaw No. 258 1. Proposed Bylaw No. 258 was given First, Second, and Third Reading as amended. 2. Proposed Bylaw No. 258 to be referred to EC.	Sharon Lloyd-deRosario Robert Barlow	30-Sep-2016	On Going

From: Bill Russell [REDACTED]
Sent: Monday, August 22, 2016 12:07 PM
To: 'mgiesbrecht@islandstrust.bc.ca'
Subject: LTC minutes and their accuracy, or lack of it

April 4, 2016

Galiano Island Local Trust Committee Minutes of Regular Meeting

"Chair Busheikin asked Mr. Moore to speak to items on the agenda and reminded the public of the intent of this Town Hall. Chair Busheikin recessed the meeting for a short break and then the meeting was reconvened. There was some discussion regarding process, with many members of the public expressing opposition to the limiting intent of this Town Hall. Regional Planning Manager (RPM) Kojima encouraged Chair Busheikin to move on with the agenda if the intent of this Town Hall is not being adhered to."

This is the record of meeting. The official minutes that are supposed to reflect the events and words of a given meeting. The above paragraph is superficially accurate. The fact is, the "short break" referred to, was a disruption of the proceedings that brought the meeting to a halt. I have searched the minutes records since that meeting for the past several months and have as yet found any corrections to the above.

The mere fact that these minutes were accepted as a record of events at subsequent meetings is not acceptable in my view. That is what I am asking the Council to respond to, and ensure a correction is made to, the record.

What in fact happened is that a number of participants from the public made interjections during the proceedings and maintained that activity to the point the meeting was suspended. That is why "Kojima encouraged Chair Busheikin to move on with the agenda if the intent of this Town Hall is not being adhered to". Why no mention of this lead up to his statement?

If members of the public audience feel compelled, for any reason, to bring an otherwise orderly public meeting to a halt, then this action should be recorded, should it not? Regardless of the motives involved, this is what took place and therefore should be included in the record. These minutes serve as information to the residents of Galiano Island who were unable to be present at that meeting. They have a right to be informed of the activity that took place at that meeting. That is part of the purpose of "minutes", is it not?

I await any response from Council on this matter and would ask that my correspondence be made available in the form of communications to Trust Committee meetings. "a written request asking that the correspondence be considered by the Islands Trust Council." If a signed letter is required for this to happen please advise. Otherwise I will assume this is my written request.

Respectfully

William Russell
[REDACTED]

Galiano Island
BC



File No.: GL-RZ-2011.1 (Galiano Green)

DATE OF MEETING: September 19, 2016
TO: Galiano Island Local Trust Committee
FROM: Robert Kojima, Regional Planning Manager
Southern Planning Team
SUBJECT: Proposed Bylaws 233 and 234 – Post Public Hearing
Applicant: Galiano Green
Location: 409 Porlier Pass Road

RECOMMENDATIONS

1. That the Galiano Island Local Trust Committee Bylaw No. 233, cited as Galiano Island Official Community Plan Bylaw No. 108, 1995, Amendment No. 15, 2011, be read a third time
2. That the Galiano Island Local Trust Committee Bylaw No. 234, cited as Galiano Island Land Use Bylaw No. 127, 1999, Amendment No. 4, 2011, be amended by deleting 8.6.7 in its entirety and replacing it as follows:
“8.6.7 Buildings and Structures must be sited
8.6.7.1 at least 1.5 metres from any bare land strata lot line; and
8.6.7.2 at least 7.5 metres from any other lot line.”
3. That the Galiano Island Local Trust Committee Bylaw No. 234, cited as Galiano Island Land Use Bylaw No. 127, 1999, Amendment No. 4, 2011, be amended by inserting the following as a new 8.6.8 and renumbering the current 8.6.8 and subsequent sections accordingly:
“8.6.8 Buildings and structures used for human habitation or occupancy and not located within the Agriculture (AG) zone must be sited at least 15 metres from the boundary of the Agriculture (AG) zone.”
4. That the Galiano Island Local Trust Committee Bylaw No. 234, cited as Galiano Island Land Use Bylaw No. 127, 1999, Amendment No. 4, 2011, be read a third time as amended
5. That the Galiano Island Local Trust Committee Bylaw No. 261, cited as Galiano Housing Agreement Bylaw No. 261, be read a first time
6. That the Galiano Island Local Trust Committee Bylaw No. 261, cited as cited as Galiano Housing Agreement Bylaw No. 261, be read a second time
7. That the Galiano Island Local Trust Committee Bylaw No. 261, cited as cited as Galiano Housing Agreement Bylaw No. 261, be read a third time
8. That the Galiano Island Local Trust Committee Bylaws No. 233, 234 and 261 be forwarded to the Secretary of the Islands Trust for approval by the Executive Committee

9. That the Galiano Island Local Trust Committee forward Bylaw No. 233, cited as cited as Galiano Island Official Community Plan Bylaw No. 108, 1995, Amendment No. 15, 2011, to the Minister of Community, Sport and Cultural Development for approval.
10. That the draft section 219 covenant be revised to include a prohibition on the drilling of additional wells or the connection of dwellings to the common well and that the revised covenant be brought back to the LTC for review and authorization to execute.

REPORT SUMMARY

The purpose of the report is to provide the LTC with post-public hearing options.

BACKGROUND

The Local Trust Committee is considering two bylaws to permit up to 20 units of affordable housing, along with a Housing Agreement to restrict occupancy. The bylaws would amend the OCP to re-designate the land to Community Housing, and amend the LUB to rezone the land to Community Housing One and to create the regulations for the zone. The Housing Agreement would restrict occupancy to qualified persons and control the re-sale price of the units (please see attachments for copies of the Proposed Bylaws).

The public hearing was opened on September 19th, and recessed after 3 hours, to be re-opened at the regular meeting of October 1st. A public hearing is a quasi-judicial process within and following which specific procedures must be followed. Following the hearing, the LTC may choose to give further readings to a bylaw, defeat a bylaw, or alter a bylaw within certain parameters. The procedural steps following the close of the hearing are as follows:

1. Consideration of Third Reading of the bylaws.
2. Forwarding of the bylaws to Executive Committee for approval.
3. Forwarding of the OCP amendment bylaw to the Minister's office for approval.
4. Reconsideration and adoption.

Following the close of the hearing, the LTC may not hear further submissions without holding a new hearing. The principle is that if new information is considered by the LTC, all other interested parties also need to have the opportunity to consider any new relevant material and to make further representations to the LTC. The courts have clarified that this does not open the door to endless public hearings: a local government body can legitimately decide that after a hearing it wishes to hear further from staff on issues raised at the hearing.

A bylaw may be altered after the hearing, based on information received or heard by the LTC at any point prior to the close of the hearing, provided that the amendments do not alter use or increase density, or decrease density without a landowner's consent.

Potential Amendments

1. As the proposal has been altered to include a bare land strata subdivision, the 7.5 setback from all lots in the proposed zoning would potential create issues with the siting of buildings and structures within the strata lots. The strata lots would be small and it would be difficult to site buildings 7.5 metres from the lot lines without variances. Staff are recommending that an additional, lesser setback of 1.5 metres be established for bare land strata lot lines, while the 7.5 metre setback be retained for the exterior lot

lines abutting adjacent properties and the roads. A setback of 1.5 metres is recommended as it consistent with the minimum 3 metre fire separation requirement between buildings. This proposed amendment is shown in the attached version of bylaw 234.

2. At the first day of the hearing, the LTC heard concerns about the required 15 metre setback from the Agriculture (AG) zone. The ALC approval required registration of a covenant prohibiting buildings, improvements or structures within 15 metres of the ALR boundary, and section 2.17 of the LUB General Regulations requires a setback of 15metres from the boundary of the AG zone for buildings and structures used for human habitation or occupancy. However, the same regulation has been added to the setback regulations in most zones in order to provide certainty and greater clarity. For consistency the same regulation should be added to this new zone. This proposed amendment is shown in the attached version of bylaw 234.
3. An error was noted in Section 11 of the Housing Agreement where boilerplate language referred to “City”, in the attached draft this has been corrected to read “Local Trust Committee”.
4. Submissions were made about the proposed use of rainwater catchment and storage for potable water; specifically that if the systems are not functioning as proposed, the owner may create a community water system (or the LTC, through the provisions of the covenant, require the owner to create a water system). The concerns in the submissions were that a future water system would result in greater groundwater use than contemplated and thus potentially impact existing wells in the watershed. Currently the draft covenant requires a professional report after the completion of 6 dwellings to assess the rainwater catchment systems, but it does not prohibit the owner from drilling additional wells or commencing the process to create a community water system (although that would likely be prohibitively expensive given the prohibition on charging leaseholders for common water utilities in 4(d) of the housing agreement). While the covenant is currently drafted to address concerns about the functioning of rainwater catchment systems, it could be revised to include a prohibition on drilling of additional wells or connections of dwellings to the one common well, effectively limiting the development to a maximum of six dwellings until the LTC is satisfied that rainwater catchment can be effective and functional. This proposed revision is included in the recommendations above but the change has not been made to the draft covenant without LTC direction or consideration by the applicant.

If the Executive Committee and Minister approve the bylaw(s), the next step for the LTC would be to adopt the bylaws.

A housing agreement bylaw is not subject to a public hearing and may be given readings at any point in the process, however in the interests of convenience and in order to not potentially affect the post-public hearing process it is recommended that the Housing Agreement Bylaw be read concurrently with third reading the OCP and LUB bylaws.

Rationale for Recommendation:

Staff recommend that the application proceed, with the minor amendments to Bylaw 234 and consideration of changes to the draft covenant, based on the following considerations: the applicant has revised the proposal to a bare land strata, a revised housing agreement has been prepared by legal counsel, and a s.219 covenant has been drafted.

ALTERNATIVES

As alternatives to the recommendation to proceed, the LTC may:

1. Consider amendments to the bylaws

As stated above, the LTC may consider amendments provided they do not result in a change in use or density without holding a new hearing

2. Hold the application in abeyance

The LTC may choose to hold the application in abeyance pending consideration of input received prior to and at the hearing. In this event the application will be placed on the next regular meeting agenda.

3. Request further information

The LTC may request additional technical analysis from staff concerning information already received prior to the close of the hearing; however the LTC cannot receive new information without holding a new hearing.

4. Deny the application

The LTC may deny the application.

NEXT STEPS

If the LTC chooses to proceed with the recommendations, the next steps will be for staff to refer the bylaws to the Executive Committee, and if approved the OCP amendment to the Minister's office. Prior to consideration of final adoption an executed copy of the s.219 covenant should be registered on title.

Submitted By:	Robert Kojima Regional Planning Manager	September 22, 2016
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ATTACHMENTS

1. Proposed Bylaw 233
2. Proposed Bylaw 234
3. Proposed Bylaw 261
4. Draft Covenant

**A BYLAW TO AMEND THE GALIANO ISLAND
OFFICIAL COMMUNITY PLAN BYLAW NO. 108, 1995**

WHEREAS the Galiano Island Local Trust Committee is the Local Trust Committee having jurisdiction on and in respect of the Galiano Island Local Trust Area, pursuant to the Islands Trust Act;

AND WHEREAS Section 29 of the *Islands Trust Act* gives the Galiano Island Local Trust Committee the same power and authority of a Regional District under Part 26, except sections 932 to 937 and 939, of the *Local Government Act*;

AND WHEREAS the Galiano Island Local Trust Committee wishes to amend the Galiano Island Official Community Plan Bylaw No. 108, 1995;

AND WHEREAS the Galiano Island Local Trust Committee has held a Public Hearing;

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

1. CITATION

This Bylaw may be cited for all purposes as “Galiano Island Official Community Plan Bylaw No. 108, 1995, Amendment No. 15, 2011.”

2. SCHEDULES

Galiano Island Official Community Plan No. 108, 1995 is amended as shown on Schedule 1, attached to and forming part of this bylaw.

3. SEVERABILITY

If any provision of this Bylaw is for any reason held to be invalid by a decision of any Court of competent jurisdiction, the invalid provision must be severed from the Bylaw and the decision that such provision is invalid must not affect the validity of the remaining provisions of the Bylaw.

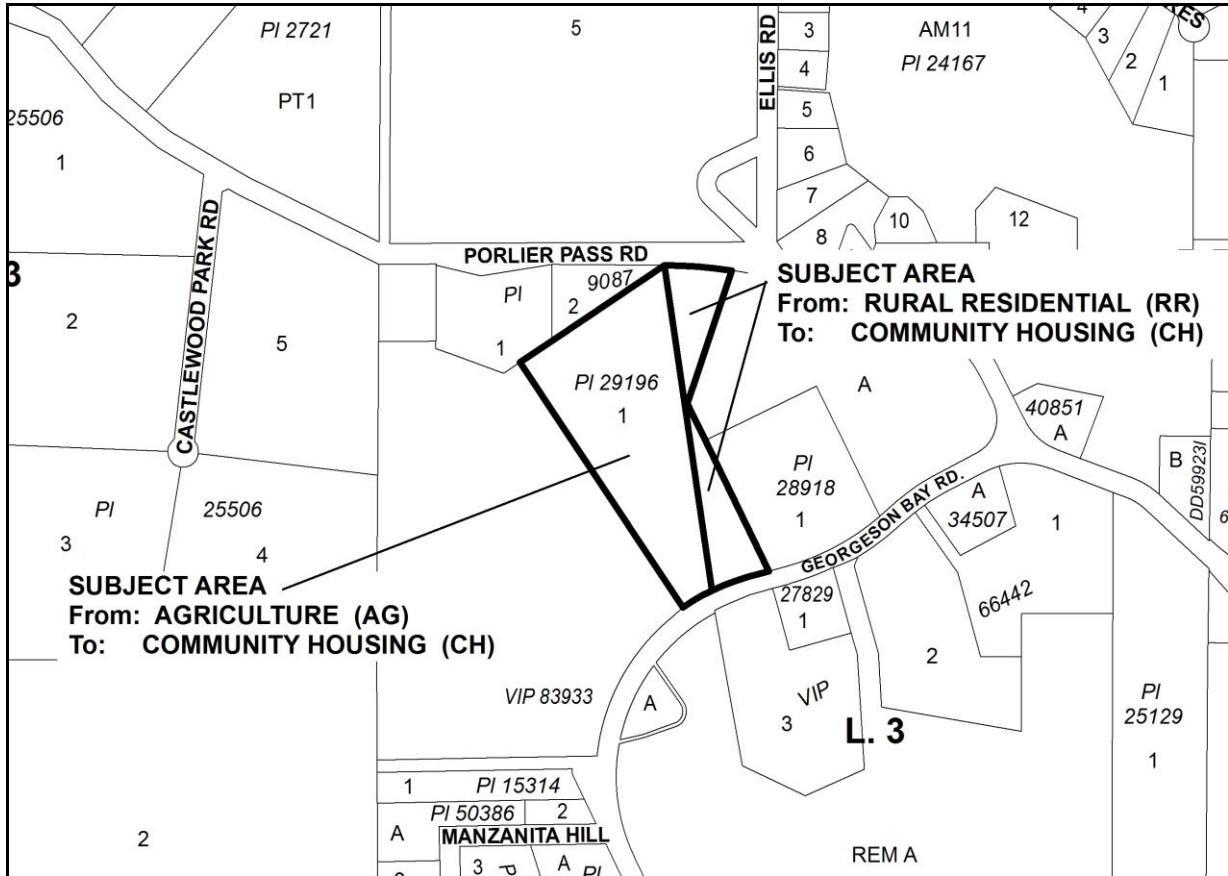
READ A FIRST TIME THIS 9th DAY OF July , 2012
READ A SECOND TIME THIS 8th DAY OF September , 2014
PUBLIC HEARING HELD THIS DAY OF , 20.
READ A THIRD TIME this day of , 20.
APPROVED BY THE EXECUTIVE COMMITTEE OF THE ISLANDS TRUST this
day of , 20.
APPROVED BY THE MINISTER OF COMMUNITY, SPORT AND CULTURAL
DEVELOPMENT this day of , 20.
ADOPTED this day of , 20.

DEPUTY SECRETARY

CHAIR

**GALIANO ISLAND LOCAL TRUST COMMITTEE
BYLAW NO. 233
SCHEDULE 1**

1. Schedule B (Land Use Designations) is amended for a portion of the lands legally described Lot 1, District Lot 3, Galiano Island, Cowichan District, Plan VIP29196 as depicted on the map below.



A BYLAW TO AMEND GALIANO ISLAND LAND USE BYLAW NO. 127, 1999

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

1. Bylaw No. 127, cited as “Galiano Island Land Use Bylaw No. 127, 1999” is amended as follows:
 - a) By amending section 2.17 by adding the words “This setback does not apply to buildings and structures in the Community Housing 1 zone” immediately following the words “of the Agricultural (AG) zone.”.
 - b) By adding “Community Housing 1 (CH1)” in Section 4.1 after “Health and Wellness (HW)”.
 - c) By adding the following after Section 8.5:

“8.6 Community Housing 1 – CH1

Permitted Uses

8.6.1 In the Community Housing 1 zone the following uses are permitted, subject to the regulations set out in this section and the general regulations set out in Parts 2 and 3, and all other uses are prohibited.

8.6.1.1 Dwellings for the provision of affordable housing, subject to a housing agreement under Section 483 of the Local Government Act.

8.6.1.2 Home occupations

Permitted Density

8.6.2 One dwelling is permitted on each lot.

8.6.3 Maximum floor area of a dwelling must not exceed 100 square metres.

8.6.4 One accessory building not exceeding a floor area of 10 square metres is permitted in respect of each permitted dwelling.

8.6.5 Two communal accessory buildings not exceeding a total combined floor area of 278 square metres.

Permitted Height

8.6.6 No building or structure for a use permitted by this section may exceed 9 metres in height.

Minimum Setbacks

8.6.7 Buildings and structures must be sited ~~at least 7.5 metres from all lot lines.~~

**8.6.7.1 at least 1.5 metres from any bare land strata lot line; and
8.6.7.2 at least 7.5 metres from any other lot line.**

8.6.8 Buildings and structures used for human habitation or occupancy and not located within the Agriculture (AG) zone must be sited at least 15 metres from the boundary of the Agriculture (AG) zone.

Average Lot Size

8.6.89 No subdivision may be approved unless the lots created by subdivision have an average area of at least 0.19 hectares.

- d) Section 13.22 is amended by adding the words “or in an area zoned Community Housing 1” immediately following the words “on Schedule C”.
- e) Section 14.1 (Parking Regulations) is amended by inserting a new subsection 14.1.16 as follows:

14.1.16	Dwellings for the provision of affordable housing in the CH1 zone	1 per dwelling and 6 visitor spaces for a maximum of 26 spaces.
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f) Map Schedule “B”, is amended as follows:

- (i) By changing the zoning of a portion of the lands legally described as Lot 1, District Lot 3, Plan 29196, Galiano Island, Cowichan District from the Rural Residential - (RR) zone to the Community Housing 1 (CH1) zone as shown on Plan No. 1 which is attached to and forms part of this bylaw.
- (ii) By adding Community Housing 1 (CH1) to the map legend.

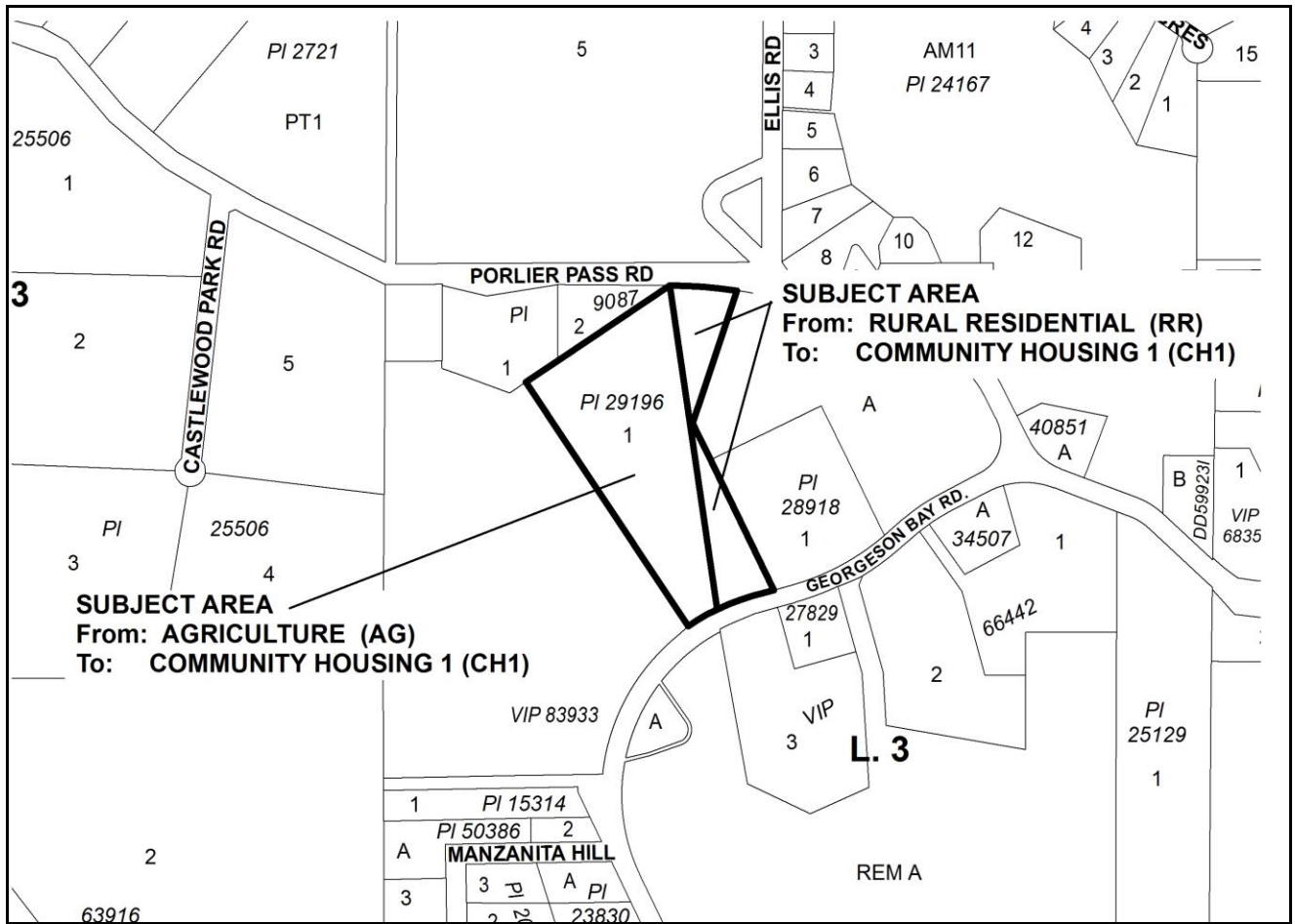
B. This bylaw may be cited for all purposes as the “Galiano Island Land Use Bylaw No. 127, 1999, Amendment No. 4, 2011”.

READ A FIRST TIME THIS	9 th	DAY OF	July	2012
READ A SECOND TIME THIS	6 th	DAY OF	June	2016
PUBLIC HEARING HELD THIS		DAY OF		20
READ A THIRD TIME THIS		DAY OF		20
APPROVED BY THE EXECUTIVE COMMITTEE OF THE ISLANDS TRUST THIS		DAY OF		20
ADOPTED THIS		DAY OF		20

DEPUTY SECRETARY

CHAIRPERSON

**GALIANO ISLAND LOCAL TRUST COMMITTEE
BYLAW NO. 234
PLAN NO. 1**



HOUSING AGREEMENT

GALIANO GREEN AFFORDABLE HOME OWNERSHIP PROJECT

GALIANO ISLAND Local Trust Committee

BYLAW NO. 261

A Bylaw to Authorise a Housing Agreement

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

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

1. This Bylaw may be cited for all purposes as "Galiano Island Housing Agreement Bylaw No. 261.
2. The Galiano Island Local Trust Committee is authorized to enter into the Local Government Act section 483 housing agreement attached to this Bylaw as Appendix 1 (the "Housing Agreement").
3. Any Trustee of the Galiano Island Local Trust Committee is authorised to execute the Housing Agreement and the Corporate Secretary or his or her designate is authorized to sign and file in the Land Title Office a notice of the Housing Agreement, as required by the Local Government Act.

READ A FIRST TIME this ____th day of _____, 20__

READ A SECOND TIME this ____th day of _____, 20__

READ A THIRD TIME this ____th day of _____, 20__

APPROVED BY THE EXECUTIVE COMMITTEE OF THE ISLANDS TRUST

 this ____th day of _____, 20__

ADOPTED this ____th day of _____, 20__

SECRETARY

CHAIRPERSON

APPENDIX 1

Housing Agreement

THIS AGREEMENT DATED FOR REFERENCE this ____th day of ____, 201__ is

BETWEEN:

GALIANO LAND AND COMMUNITY HOUSING TRUST, a society incorporated in British Columbia under No. S-0037495
Suite 2A – 33 Manzanita
Galiano Island B.C. V0N 1P0

(the “Owner”)

AND

GALIANO ISLAND LOCAL TRUST COMMITTEE, a local trust committee under the *Islands Trust Act* of British Columbia
2nd Floor, 1627 Fort Street
Victoria, B.C. V8R 1H8

(the “Local Trust Committee”)

WHEREAS:

1. The Owner and the Local Trust Committee wish to create a residential community that provides affordable homes to moderate income individuals and families residing on Galiano Island and in accordance with the Galiano Island Official Community Plan Bylaw No. 108, 1995 Section 1.6 Community Housing Policies;
2. The Owner is the registered owner of those Lands situated on Galiano Island, British Columbia and legally described as:

PARCEL IDENTIFIER: 001-416-987
LOT 1, DISTRICT LOT 3, GALIANO ISLAND, COWICHAN DISTRICT, PLAN 29196

(the “Lands”)

3. The Owner is a not-for-profit society under the *Society Act* of British Columbia and has as one of its objects the creation of an affordable housing community on Galiano Island;
4. The Owner has applied to the Galiano Island Local Trust Committee for a rezoning of the Lands by way of Galiano Island Land Use Bylaw 233 which amends OCP Bylaw #108, 1995, and Bylaw 234 which amends LUB #127, 1999 to permit a bare land strata subdivision of up to 20 strata lots with a single family house located on each strata lot, as well as two community buildings to be located on the Lands;

5. The Owner intends to develop housing that is affordable for individuals and families earning less than 90% of the median income of Capital Electoral Area G, either by way of leasehold agreements of up to 20 bare land strata lots, at an affordable rate to individuals, so that individuals may construct homes on those bare land strata lots, or by way of the rental of constructed homes at an affordable rent;
6. The Local 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 and dwelling units located on the Lands;
7. The Owner and the Local Trust Committee wish to enter into this Agreement on the terms and conditions set out in this Agreement;
8. The Local Trust Committee has, by bylaw, authorized the execution of this Agreement and the Owner has duly authorized the execution of this Agreement; and
9. The Owner agrees that the requirements of this Agreement are reasonable given the public interest in maintaining housing affordability on and restricting the occupancy and disposition of the Lands.

THIS AGREEMENT is evidence that in consideration of \$2.00 paid by the Local Trust Committee to the Owner, the receipt and sufficiency of which are acknowledged by the Owner, and in consideration of the promises exchanged below, the Local Trust Committee and the Owner agree, as a housing agreement between the Owner and the Local Trust Committee under s. 483 of the *Local Government Act*, as follows:

DEFINITIONS

1. In this Agreement:
 - (a) "Affordable Housing Units" means 20 single-family dwellings, each constructed on a Strata Lot, in respect of which the tenure, rental, and occupancy are restricted in accordance with sections 3 through 7 of this Agreement;
 - (b) "CMC" means a community management committee or organization which administers this Agreement, as more particularly described in Schedule "F";
 - (c) "CPI" means the Consumer Price Index for the Capital Region as calculated by Statistics Canada.
 - (d) "household" means an one or more individuals;
 - (e) "Income" means income from all sources as defined in Schedule "A".
 - (f) "Leasehold" means the leasehold interest in a Strata Lot, pursuant to a lease agreement entered into between the Owner and a Qualified Leaseholder, which

interest includes the right to construct, alter, maintain, and alter an Affordable Housing Unit on a Strata Lot;

- (g) "Maximum Monthly Rent" means the monthly rent agreed to by the Owner and a Qualified Renter to rent a Rental Unit which shall not exceed thirty percent (30%) of the total monthly Income of the Qualified Renter at the time the Rental Unit is occupied by the Qualified Renter;
- (h) "Moderate Income" means an annual Income that is less than 90% of the median income of the Southern Gulf Islands Electoral Area (Capital Area G) calculated from the most recent census data and as adjusted annually for the CPI.
- (i) "Qualified Leaseholder" means a household which meets the eligibility criteria for ownership of a Leasehold, as set out in Schedule "A", or which met the eligibility criteria for ownership of a Leasehold at the time the household acquired a legal interest in the Leasehold;
- (j) "Qualified Person" means a Qualified Leaseholder or a Qualified Renter;
- (k) "Qualified Renter" means a household which meets the eligibility criteria for a residential tenancy of a Rental Unit, as set out in Schedule "A";
- (l) "Rental Unit" means an Affordable Housing Unit which is rented by the Owner to a household, in accordance with the terms of this Agreement;
- (m) "Strata Lot" means one of the bare land strata lots to be created upon the filing of a bare land strata plan for the Lands, as generally shown as Schedule "E";
- (n) "Stipulated Maximum Price" means the price of an Affordable Housing Unit located on a Strata Lot determined as follows:
 - (i) if the Affordable Housing Unit is one of the first three units constructed on the Lands, then the Stipulated Maximum Price shall be \$130 per square foot of Affordable Housing Unit;
 - (ii) if the Affordable Housing Unit is constructed after the first three units on the Lands, then the Stipulated Maximum Price shall be:
 - (A) the actual cost of construction of the unit, which cost shall include construction materials, labour, on-site septic tank, plumbing and electrical costs, septic and electric connections, permits and fees; or
 - (B) the replacement cost of the Affordable Housing Unit, as determined by a certified appraiser, the cost of which appraisal shall be borne by the Owner,

but in no case shall the Stipulated Maximum Price ever exceed \$130 per square foot of Affordable Housing Unit, except for annual adjustments for the CPI.

2. The Owner covenants and agrees with the Local Trust Committee that, in perpetuity:
 - (a) 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, any building permit issued by the Capital Regional District and this Agreement;
 - (b) the Owner must at all times ensure that the Lands are used and occupied in compliance with all statutes, laws, regulations, orders of any authority having jurisdiction, and this Agreement; and
 - (c) the Lands, including any lots into which the Lands may be subdivided, either by way of a subdivision under the *Land Title Act* or the deposit of a bare land strata plan, shall not be sold or otherwise transferred separately from any other portion of the Lands. For certainty, this prohibition does not prevent the sale of an Affordable Housing Unit or the granting, transfer or assignment of a Leasehold interest in accordance with this Agreement.

LEASEHOLDS

3. Except as provided in section 6, the Owner covenants and agrees that it shall not enter into a Leasehold agreement or grant a Leasehold interest for any part of the Lands to any person, or allow any person to occupy any part of the Lands, except for:
 - (a) a Qualified Leaseholder and that person's spouse, children, parents and grandparents; and
 - (b) the guest of such a Qualified Leaseholder.
4. The Owner covenants and agrees:
 - (a) that prior to entering into a Leasehold agreement with any person, the Owner shall obtain written confirmation from the CMC that a prospective person is a Qualified Leaseholder;
 - (b) that the monthly payment amounts for a Leasehold shall not exceed those amounts shown in the following table, provided however that the Owner may adjust the maximum monthly lease payment every 5 years in accordance with prevailing interest and mortgage rates, with notice to the Local Trust Committee of the amount of the adjustment:

Affordable Housing Unit Size (square feet)	Maximum Monthly Lease Payment
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500 square feet and smaller	\$136.66
501 to 600 square feet	\$156.18
601 to 700 square feet	\$175.70
701 to 800 square feet	\$195.23
801 to 900 square feet	\$214.75
901 square feet and larger	\$234.27

- (c) that the monthly payment strata fee amounts for a Leasehold shall not exceed those amounts shown in the following table, provided however that maximum monthly strata fees may increase from the previous year in an amount no greater than CPI and every year thereafter as determined by the Owner, or at a greater amount if agreed to in writing by the Local Trust Committee and only if the Local Trust Committee, in its sole discretion, considers that such an increase would not compromise the affordability objectives of this Agreement;

Affordable Housing Unit Size (square feet)	Maximum Monthly Strata Fees
500 square feet and smaller	\$40.00
501 to 600 square feet	\$45.00
601 to 700 square feet	\$50.00
701 to 800 square feet	\$55.00
801 to 900 square feet	\$60.00
901 square feet and larger	\$65.00

- (d) not to require any Leaseholder to pay any extra charges or fees for use of any common area, or for common sanitary sewer, common storm sewer, common water utilities, or common property taxes. For clarity, this limitation does not apply to cablevision, telecommunications, laundry, gas or electricity utility fees or charges, or septic infrastructure located on a bare land strata lot, including holdings tanks;
- (e) to include in every Leasehold agreement all of the following:

- (i) a clause prohibiting subletting and assignment to any person who is not a Qualified Leaseholder and who has not been approved by the CMC, which clause shall entitle the Owner to terminate the Leasehold in the event of any breach of that prohibition;
- (ii) a clause stipulating the maximum Leasehold payments as contemplated in section 4(b);
- (iii) a clause stipulating the maximum strata fee payments as contemplated in section 4(c); and
- (iv) a clause referencing the requirements of this Housing Agreement, and to attach a copy of this Agreement to the Leasehold agreement.

5. The parties agree as follows:

- (a) if one of the individual comprising a Qualified Leaseholder in possession of an Affordable Housing Unit dies, that individual's Spouse or adult children residing in the Affordable Housing Unit at the time of the Qualified Leaseholder's death, may continue to lease and reside in the Affordable Housing Unit for the remainder of the Spouse or adult child's life, in accordance with this Agreement;
- (b) a Qualified Leaseholder may sell their Leasehold interest, including the Affordable Housing Unit, provided:
 - (i) the CMC has provided written confirmation that the purchaser is a Qualified Leaseholder;
 - (ii) the purchase and sale price shall not exceed the Stipulated Maximum Price, less the estimated cost of reasonable repairs necessary to bring the Affordable Housing Unit in good working condition, as agreed between the purchaser and the seller, or where the parties are unable to reach agreement, as determined by an arbitrator in accordance with the *Commercial Arbitration Act*, the cost of whom shall be borne equally between the purchaser and the seller;
 - (iii) any Qualified Leaseholder who intends to sell their Leasehold interest, including the Affordable Housing Unit, shall provide notice of such intent to the Owner before listing the property for sale. During a period of 2 months from the date of notice provided by the Leaseholder, the Owner will have the option to purchase the Leasehold interest, Affordable Housing Unit, and other improvements at the price specified in s. 5(b)(ii); and
 - (iv) if, for a period greater than 60 days, a Qualified Leaseholder is in arrears on mortgage payments for their Affordable Housing Unit, then the Owner may purchase the Leasehold interest and Affordable Housing Unit for the

price specified in s. 5(b)(ii), less the amount of mortgage arrears, and the Owner shall be responsible for the mortgage arrears and all costs associated therewith.

RESIDENTIAL TENANCIES

6. Except as provided in section 3, the Owner covenants and agrees that it shall not rent any Strata Lot, Rental Unit or other dwelling to any person, or allow any person to occupy any Strata Lot, Rental Unit or other dwelling, other than a Qualified Renter.
7. The Owner covenants and agrees that:
 - (a) the monthly rent for a Rental Unit will not be more than the Maximum Monthly Rent at any time during the term of the tenancy;
 - (b) all residential tenancy agreements shall be fixed term tenancies for 6 months, and shall include the following:
 - (i) an end date for the tenancy on which the Qualified Renter will be required to vacate the Rental Unit if a new tenancy agreement is not entered into;
 - (ii) a clause stating that a new tenancy agreement will not be entered into if the tenant no longer satisfies the criteria for a Qualified Renter; and
 - (iii) a clause prohibiting subletting and assignment to any person who is not a Qualified Renter, and upon breach of said term, the Owner shall be permitted to terminate the tenancy agreement in accordance with the *Residential Tenancy Act*; and
 - (iv) a clause permitting monthly rental increases in accordance with the *Residential Tenancy Act*, provided that the monthly rent shall never exceed the Maximum Monthly Rent;
 - (c) the Owner shall not require any Qualified Renter to pay any extra charges or fees for use of any common area, or for common sanitary sewer, common storm sewer, common water utilities, or common property taxes. For clarity, this limitation does not apply to cablevision, telecommunications, laundry, or gas or electricity utility fees or charges; and
 - (d) if one of the individuals comprising a Qualified Renter who rents a Rental Unit dies, that individual's Spouse or adult child residing in the Rental Unit at the time of the Qualified Renter's death may continue to rent the Rental Unit for the longer of:
 - (i) the balance of the fixed term under the tenancy agreement; or

- (ii) twelve (12) months on the same terms, including monthly rent, set out in the tenancy agreement.

OWNER'S FURTHER OBLIGATIONS

8. The Owner shall:

- (a) deliver to the Local Trust Committee or the CMC a true copy of any Leasehold agreement or residential tenancy agreement in respect of any Affordable Housing Unit within 5 days of any request by the Local Trust Committee or CMC to do so;
- (b) obtain by the end of January of each year, a completed statutory declaration for each and every Leasehold and tenancy of a Rental Unit, substantially in the form attached as Schedule "B", sworn by the Qualified Leaseholder, or Qualified Renter, as the case may be;
- (c) deliver to the CMC by the end of February of each year a completed statutory declaration, substantially in the form attached as Schedule "C", sworn by the Owner, in relation to each and every Leasehold and tenancy of a Rental Unit. In addition, the Local Trust Committee or the CMC may request the statutory declaration up to four times in any calendar year, and the Owner must complete and supply the completed statutory declaration within 14 calendar days of receiving a request from the Local Trust Committee or the CMC. The Owner irrevocably authorizes the Local Trust Committee or the CMC to make inquiries it considers necessary and reasonable in order to confirm compliance with this Agreement;
- (d) permit representatives of the Local Trust Committee or the CMC to inspect the Lands at any reasonable time, subject to the notice provisions in the *Residential Tenancy Act*;
- (e) not transfer the Lands, other than to another non-profit organization or society incorporated under the *Society Act*, having as its object the management of affordable housing. The Local Trust Committee must approve any transfer prior to its finalization, and that until a new organization is found, no further Leaseholds or residential tenancies may be granted on the Lands; and
- (f) maintain its standing as a society under the *Society Act*, and must not amend its Constitution, a copy of which is attached to this Agreement as Schedule "D", without the written approval of the Local Trust Committee, which approval may be withheld if the Local Trust Committee in its absolute discretion considers that the proposed amendment would affect the tenure of occupancy of the Lands.

9. The Owner further covenants, agrees and acknowledges:

- (a) that any breach or default in the performance of this Agreement on its part must be corrected, to the satisfaction of the Local Trust Committee, within a reasonable amount of time stated in any notice of default provided to the Owner by the Local Trust Committee;
- (b) that the Local Trust Committee is entitled to obtain an order for specific performance of this Agreement and a prohibitory or mandatory injunction for any breach of this Agreement, in view of the public interest in restricting the use and occupancy of the houses;
- (c) that a breach of this Agreement may constitute a breach of the Local Trust Committee's land use bylaw, as amended from time to time; and
- (d) that the Owner has sought its own legal advice and is not relying, in any way, on the advice of the Local Trust Committee or the Local Trust Committee's solicitors with respect to this Agreement.

THE PARTIES' OBLIGATIONS

10. If, for reasons of hardship, the Owner, a Qualified Leaseholder, or Qualified Renter cannot comply with the requirements of this Agreement in relation to any Affordable Housing Unit, the Owner, a Qualified Leaseholder, or a Qualified Renter may request a temporary waiver by the CMC of certain terms of this Agreement in respect of that Affordable Housing Unit. The request must be delivered to the CMC in writing (with a copy to the Local Trust Committee) and explain the nature and circumstances of the hardship involved and the reasons why the Owner, the Qualified Leaseholder, or the Qualified Renter cannot comply. The Owner agrees that the CMC is under no obligation to grant any relief and may proceed with all remedies available under this Agreement and at law and in equity, despite the Owner, the Qualified Leaseholder, or the Qualified Renter's request, and the relief, if any, is to be determined by the CMC at its sole discretion.

GENERAL PROVISIONS

11. **Not Binding on CMHC.** This Agreement shall not be binding on the Canada Mortgage and Housing Corporation ("CMHC") or any mortgagee of the Lands which is an "Approved Lender", as defined in the *National Housing Act*, R.S.C. 1985, C.N-11, who holds a mortgage insured pursuant to the *National Housing Act*. If, during foreclosure by an Approved Lender, the court approves a sale of the Lands or part of the Lands (the "Foreclosed Lands") to CMHC or any arm's length bona fide purchaser, then the Local Trust Committee agrees that this Agreement will not apply to the Foreclosed Lands from the time of foreclosure to the expiry of the Leasehold interest for the Foreclosed Lands.
12. **Term.** This Agreement shall be effective in perpetuity.

13. **Subdivision.** The Lands shall not be subdivided by subdivision plan, strata plan, or otherwise except for a bare land strata plan in accordance with Schedule “E”, provided however that the layout show in Schedule “E” may be modified or changed with the written consent of the Director of Local Planning Services or his or her delegate.
14. **Housing Agreement.** The Owner acknowledges and agrees that this Agreement constitutes a housing agreement under s.483 of the *Local Government Act* and that the Local Trust Committee will register a notice of this housing agreement against title to the Lands.
15. **Delegation or Assignment by Local Trust Committee.** The Owner acknowledges that the Local 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 Local Trust Committee shall be interpreted as a reference to that party provided that the Local Trust Committee has so advised the Owner.
16. **Indemnity.** The Owner shall indemnify and save harmless the Local 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.
17. **Release.** The Owner releases and forever discharges the Local Trust Committee and each of its elected officials, officers, directors, employees and agents and each of their heirs, executors, administrators, personal representatives, successors and assigns from all claims, demands, damages, actions or causes of action arising out of the performance by the Owner of its obligations under this Agreement, or the enforcement of this Agreement.
18. **Survival.** The obligations of the Owner set out in sections 15 and 16 shall survive any termination of this Agreement.
19. **Local Trust Committee Powers Unaffected.** This Agreement does not limit the discretion, rights, duties or powers of the Local Trust Committee under any enactment or the common law, impose on the Local 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.
20. **No Public Law Duty.** Where the Local Trust Committee is required or permitted by this Agreement to form an opinion, exercise a discretion, express satisfaction, make a determination or give its consent, the Local Trust Committee is under no public law duty of fairness or natural justice in that regard and the Owner agrees that the Local Trust Committee may do any of those things in the same manner as if it were a private party and not a public body.

21. **Notice.** Notice required or permitted to be served under this Agreement is sufficiently served if delivered in person or mailed to the postal address of the Owner or the Local Trust Committee, as the case may be, at the address set out above, and in the case of mailed notice shall be deemed to have been received on the third day following mailing.
22. **Enurement.** This Agreement is binding upon, and enures to the benefit of parties and their respective successors and permitted assigns.
23. **Severability.** If any provision of this Agreement is found to be invalid or unenforceable it shall be severed from this Agreement and the remainder shall remain in full force and effect.
24. **Remedies and Waiver.** All remedies of the Local Trust Committee under this Agreement are cumulative, and may be exercised in any order or concurrently, any number of times. Waiver of or delay by the Local Trust Committee in exercising any remedy shall not prevent the later exercise of any remedy for the same or any similar breach.
25. **Sole Agreement.** This Agreement represents the entire agreement between the parties respecting the tenure, use and occupancy of the houses, and there are no representations, conditions or collateral agreements on the part of the Local Trust Committee other than those set out in this Agreement.
26. **Further Assurance.** The Owner must forthwith do all acts and execute such instruments as may be reasonably necessary in the opinion of the Local Trust Committee to give effect to this Agreement.
27. **Covenants Binding.** This Agreement is binding on the Owner and all persons who acquire an interest in the Lands.
28. **No Joint Venture.** Nothing in this Agreement will constitute the Local Trust Committee as the joint venturer, agent or partner of the Owner or give the Owner any authority to bind the Local Trust Committee in any way.
29. **Modification.** This Agreement may be modified or amended from time to time, by consent of the Owner and a bylaw duly passed by the Local Trust Committee and thereafter if it is signed by the Local Trust Committee and the Owner.
30. **Owner's Representations, Warranties and Covenants** – The Owner hereby represents and warrants to the Local Trust Committee that the following are true:
 - (a) the Owner has taken all necessary or desirable actions, steps and other proceedings to approve or authorize, validly and effectively, the entering into, and the execution, delivery and performance of this Agreement; and
 - (b) the Owner has the power and capacity to enter into and carry out the obligations provided for in this Agreement.

31. **Agreement for Benefit of Local Trust Committee Only.** The Owner and the Local Trust Committee agree that:
- (a) this Agreement is entered into only for the benefit of the Local Trust Committee;
 - (b) this Agreement is not intended to protect the interests of the Owner, any Qualified Leaseholder, any Qualified Tenant, or any future owner, lessee, occupier or user of the Lands or the buildings or any portion thereof, including any Affordable Housing Unit; and
 - (c) the Local Trust Committee may at any time release this Agreement, without liability to anyone for doing so, and without obtaining the consent of the Owner.
32. **Deed and Contract.** By executing and delivering this Agreement the Owner intends to create a contract executed and delivered under seal.
33. **Time of Essence.** Time shall be of the essence of this Agreement.
34. **Interpretation.** In this Agreement:
- (a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
 - (b) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
 - (c) if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meanings;
 - (d) reference to any enactment includes any regulations, orders or directives made under the authority of that enactment;
 - (e) reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced, unless otherwise expressly provided;
 - (f) the provisions of section 25 of the Interpretation Act with respect to the calculation of time apply;
 - (g) time is of the essence;
 - (h) all provisions are to be interpreted as always speaking;
 - (i) reference to a "party" is a reference to a party to this Agreement and to that party's respective successors, assigns, trustees, administrators and receivers. Wherever the context so requires, reference to a "party" also includes a Tenant, agent, officer and invitee of the party;

- (j) reference to a “day”, “month”, or “year” is a reference to a calendar day, calendar month, calendar or calendar year, as the case may be, unless otherwise expressly provided; and
- (k) where the word “including” is followed by a list, the contents of the list are not intended to circumscribe the generality of the expression preceding the word “including”.

As evidence of their agreement to be bound by the above terms, the parties have executed this agreement below.

GALIANO LAND AND COMMUNITY HOUSING TRUST
by its authorized signatories:

Name:

Name:

GALIANO ISLAND LOCAL TRUST COMMITTEE
by its authorized signatories:

Name:

SCHEDULE A

Criteria for determining Qualified Persons

Households meeting the following criteria are qualified to occupy Affordable Housing Units, as either Qualified Leaseholders or Qualified Renters as the case may be, together with their spouses, children, parents, and grandparents:

1. A person who provides satisfactory evidence to the Local Trust Committee, the CMC, or its designate that:
 - (a) The person's household which resides or intends to reside in the Affordable Housing Unit has a Moderate Income;
 - (b) At least one adult, being between the age of 19 and 65, in the household is employed or self-employed or will be employed or self-employed for not less than twenty (20) hours per week within the Galiano Island Local Trust Area;
 - (c) if not currently employed, any adult in the household has accepted an offer of employment that will commence in the next six (6) months;
 - (d) all adults in the household will make the Affordable Housing Unit their principal residence;
 - (e) no adult in the household owns any other property anywhere in the world unless exempted by the Local Trust Committee on a permanent, temporary or conditional basis; and
 - (f) no adult in the household, nor the household as a whole has assets in excess of \$100,000.00 anywhere in the world at the time of application.
2. Calculating a Household's Income. For the purpose of this Agreement, "Income" means the total income before tax from all sources of all persons residing or intending to reside in the Affordable Housing Unit including, without limitation:
 - (a) all income from earnings, including commission and tips;
 - (b) all income from all public and private pension plans, old age security and guaranteed income supplement;
 - (c) all income received under the British Columbia *Employment and Assistance Act* and the British Columbia *Employment and Assistance for Persons with Disabilities Act*;
 - (d) disabled veteran's allowance;
 - (e) alimony;

- (f) child support;
- (g) workers' compensation benefits;
- (h) employment insurance;
- (i) Income from Assets (see s.3 below); or
- (j) such other sources of income as the Local Trust Committee may designate from time to time;

but excluding the following:

- (k) child tax benefits;
 - (l) capital gains, such as insurance settlement, inheritances, disability awards and sale of effects in the year they are received;
 - (m) the earnings of a person aged 18 years or under;
 - (n) student loans, student loan equalization payments and student grants but excluding non-repayable training allowances, research fellowships or similar grants;
 - (o) shelter aid for elderly renters (SAFER) or rental assistance program (RAP) payments received prior to purchasing an Affordable Housing Unit;
 - (p) GST rebates;
 - (q) taxable benefits received through employment;
 - (r) government provided daycare allowance;
 - (s) payments for foster children, or child in home of relative (CIHR) income under the British Columbia *Employment and Assistance Act*; or
 - (t) such other sources of income as the Local Trust Committee or its designate may designate from time to time.
3. Income from Assets. With respect to Section 3 of this Schedule A, "Income from Assets" means computing income from assets of all persons intending to live in the Affordable Housing Unit but excluding the first ten thousand dollars (\$10,000) of income from assets earned by such person or such other greater dollar figure as the Local Trust Committee or its designate may specify from time to time.
 4. A person must provide to the Owner, the CMC, and/or the Local Trust Committee financial records showing current income, financial assets and debts, and other documentation determined by and in the sole discretion of the Owner, the CMC, or the

Local Trust Committee, proving the ability and/or financial means to construct a house and pay lease payments.

SCHEDULE B

Leaseholder and Qualified Renter Statutory Declaration

CANADA	)	IN THE MATTER OF A HOUSING
	)	AGREEMENT WITH THE GALIANO
PROVINCE OF	)	ISLAND Local Trust Committee
BRITISH COLUMBIA	)	("Housing Agreement")

I, _____ of _____, British Columbia, do solemnly declare that:

1. I am the tenant of / the owner of a leasehold interest in [circle one] the lands and improvements located at on Site # _____, at the address 409 Porlier Pass Rd., Galiano Island.
2. I make this declaration to the best of my personal knowledge.
3. This declaration is made pursuant to the Housing Agreement.
4. For the period from _____ to _____ the land and improvements were occupied only by myself and the following members of my family:
_____.
5. The land lease charged each month was as follows:
 - (a) the monthly lease payment on the date 365 days before this date of this statutory declaration was \$_____ per month;
 - (b) the lease payment on the date of this statutory declaration is \$_____;
and
6. *[If applicable]* If the house was rented or sublet, the payment amounts charged each month were as follows:
 - (a) the monthly payment amount on the date 365 days before this date of this statutory declaration was \$_____ per month;
 - (b) the monthly payment amount on the date of this statutory declaration is \$_____; and
7. At no time during the last year has the house been used as a Short Term Vacation Rental.
8. I acknowledge and agree to comply with all Qualified Renter or Leaseholder's obligations under the Housing Agreement, and other charges in favour of Galiano Land

and Community Housing Trust registered in the land title office against the land on which the house is situated and confirm that I have complied with all of Qualified Renter or Leaseholder's 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 the _____, British Columbia, this ____ day of _____

A Commissioner for taking Affidavits in
British Columbia

Signature of person making declaration

SCHEDULE C

Owner Statutory Declaration

CANADA	)	IN THE MATTER OF A HOUSING
	)	AGREEMENT WITH THE GALIANO
PROVINCE OF	)	ISLAND LOCAL TRUST COMMITTEE
BRITISH COLUMBIA	)	("Housing Agreement")

1. I, _____ of _____, British Columbia, do solemnly declare that:
2. I am the [*director, officer, employee*] of the Galiano Land and Community Housing Trust, the owner of the land known as 409 Porlier Pass Road, Galiano Island, legally described as PID: 001-416-987, Lot 1 District Lot 3, Galiano Island, Cowichan District, Plan 29196 (the "Lands").
3. I make this declaration to the best of my personal knowledge.
4. This declaration is made pursuant to the Housing Agreement registered against the Lands.
5. For the period from _____ to _____ all Affordable Housing Units were occupied only by Qualified Persons (as defined in the Housing Agreement).
6. At no time during the last year have any of the Affordable Housing Units been used as a Short Term Vacation Rental.
7. The leasehold or rental payments charged for each Affordable Housing Unit were in compliance with the Housing Agreement, and are listed in the attached.
8. Rental Units are rented in compliance with the Housing Agreement.
9. In respect of sublets, each Affordable Housing Unit was in compliance with the Housing Agreement.
10. I acknowledge and agree to comply with all the Owner's obligations under this Agreement, and other charges registered against the Lands and confirm that the the Owner has complied with all the Owner's obligations under these Agreements.
11. 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 the _____, British Columbia, this ____ day of _____

A Commissioner for taking Affidavits for
British Columbia

Signature of person making declaration

<u>Unit Number</u>	<u>Names of Occupants</u>	<u>Monthly payment amount</u>
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		

Schedule D

[Constitution of the Owner]

Schedule E

Site Plan

Schedule F

Community Management Committee

1. **General Principles –**

- a. The Community Management Committee (“CMC”) will be responsible for administering this Agreement, in accordance with the terms of this Agreement and generally guided by the following practices and principles in this Schedule.
- b. The CMC is a separate and independent arm’s length committee.
- c. The CMC, in undertaking all of its business, will operate in an open manner, consistent with the principles of procedural fairness, and including having all meetings open to the public, and consistent with Robert’s Rules of Order.

2. **Composition of the first CMC**

- a. The first CMC will be comprised of five (5) individuals selected by the Owner and consented to by the LTC, on a reasonable basis, prior to the issuance of any occupancy permit for the Lands.
- b. The Owner will publish in a local newspaper a notice requesting applications for the CMC.
- c. Individuals selected for the first CMC will serve consecutive terms of one year, which, where a member is willing continue to serve, will automatically renew, subject to section 3(a) below.
- d. Individuals selected for the first CMC will meet the following criteria (the “CMC Member Qualifications”):
 - i. Resident on Galiano Island for at least the preceding three (3) years;
 - ii. Active in community affairs;
 - iii. Interested in promoting affordable housing;
 - iv. Knowledgeable about affordable housing issues on Galiano Island;
 - v. Not a member of the Local Trust Committee, or staff of the Islands Trust; and
 - vi. Not a director, member, or affiliate of the Galiano Land and Community Housing Trust.

3. **Continuing composition of CMC**

- a. Following the expiry of a given one year term of the initial members of CMC, the CMC shall be comprised of Qualified Leaseholders resident on the Lands. Qualified Leaseholders may replace initial members of the CMC on a rolling basis as a Qualified Leaseholder becomes a resident of the Lands, and following the expiry of a given one year term.
- b. If at any time fewer than three (3) Qualified Leaseholders are available or willing to serve on the CMC, the Owner shall select, with the consent of the LTC, individuals who are not Qualified Leaseholders but who otherwise meet the CMC Member Qualifications.
- c. Members of the CMC will serve terms of one year.
- d. Quorum of the CMC shall be three (3) members.

4. Responsibilities of the CMC

- a. The CMC will receive, by February 15 of each year, statutory declarations from Qualified Leaseholders, Qualified Renters and the Owner, and where requested by the Local Trust Committee, forward same.
- b. The CMC will report to the Local Trust Committee any breaches of this Agreement in a timely manner.
- c. The CMC will cooperate with all requests of the Local Trust Committee with respect to the administration of this Agreement.
- d. Without limiting the generality of any obligations of the CMC contemplated in this Agreement, the CMC will be responsible for reviewing applications for Qualified Leaseholders and Qualified Renters and selecting same based on the criteria articulated herein.
- e. The CMC will endeavour to approve or deny applications for Qualified Leaseholders and Qualified Renters within two weeks of receiving same.

END OF DOCUMENT

PART 2 – TERMS OF INSTRUMENT

SECTION 219 COVENANT

This Agreement dated for reference the ____ day of _____, _____ is

AMONG:

GALIANO LAND AND COMMUNITY HOUSING TRUST, a society
incorporated in British Columbia under No. S-0037495
Suite 2A – 33 Manzanita
Galiano Island B.C. V0N 1P0

(the “Owner”)

AND:

GALIANO ISLAND LOCAL TRUST COMMITTEE, a Corporation
under the *Islands Trust Act*, R.S.B.C. 1996, c.239, with an office at
Suite 200, 1627 Fort Street, Victoria, British Columbia, V8R 1H8

(the “Trust Committee”)

GIVEN THAT:

- A. The Owner is the registered owner in fee simple of that parcel of land located on Galiano Island, British Columbia which is legally described as:

Parcel Identification Number: 001-416-987

Legal Description: Lot 1, District Lot 3, Galiano Island, Cowichan District, Plan 29196

(the “Land”);

- B. Section 219 of the *Land Title Act* (British Columbia) provides that there may be registered as a charge against the title to land a covenant, whether of a negative or positive nature, in respect of the use of land, the building on land, the subdivision of land and the preservation of land or a specified amenity on the land;
- C. The Owner has requested that the Trust Committee rezone the Lands to Community Housing 1 (CH1), and the Owner has granted the Trust Committee this covenant in order to induce the Trust Committee to rezone the Lands;

- D. The Owner wishes to grant and the Trust Committee wishes to accept this Covenant over the Land, restricting the use of the Land in the manner specified;

This Agreement is evidence that in consideration of the premises and covenants herein contained, the payment of two dollars (\$2.00) by the Trust Committee to the Owner, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

S. 219 Covenant

1. The Owner shall not use or permit the use of the Land or any building on the Land for any purpose, construct any buildings on the Land, or subdivide the Land except in strict accordance with this Agreement.

Restrictions on Development

2. The siting and configuration of lots and dwellings shall be substantially consistent with that shown on the site plan attached hereto as Schedule A (the "Site Plan"). The Owner shall be solely responsible for preparation and registration of a bare land strata subdivision plan that substantially conforms with the 20 lots shown in outline on the Site Plan.
3. The siting of the pumphouse, laundry and shower building and the meeting room, studios and workshop (collectively the "Common Buildings") shall be substantially consistent with that shown on the Site Plan, and shall be constructed by the Owner at its expense to total completion, to the satisfaction of the Trust Committee.
4. The siting and configuration of all internal roads and parking areas shall be substantially consistent with that shown on the Site Plan and shall be constructed by the Owner at its expense, to total completion, to the satisfaction of the Trust Committee.
5. Of the first six dwellings, one dwelling must be constructed by the Owner of the Land, either solely or in conjunction with a leaseholder.
6. The Owner has stated the intention that all dwellings on the Land will provide potable water through individual rainwater catchment systems installed on buildings rather than by creating a community water system. Upon completion of the first six dwellings in Phase1, and prior to applying for building permits for any further dwellings on the Land, the Owner shall provide to the Trust Committee a report prepared by a professional engineer or geohydrologist with relevant experience certifying that the rainwater catchment systems have been installed professionally and are capable of providing potable water in a sufficient quantity on an on-going

basis, to the satisfaction of the Trust Committee. If such certification cannot be provided to the satisfaction of the Trust Committee, the Trust Committee may require that all subsequent dwellings on the Land be provided with potable water by connection to a community water system.

No Effect On Laws or Powers

7. This Agreement does not
 - (a) affect or limit the discretion, rights, duties or powers of the Trust Committee under any enactment or at common law, including in relation to the use or subdivision of the Land;
 - (b) impose on the Trust Committee any duty of care or other legal duty of any kind to the Owner or to anyone else;
 - (c) oblige the Trust Committee to enforce this Agreement, which is a policy matter within the sole discretion of the Trust Committee;
 - (d) affect or limit any enactment relating to the use or subdivision of the Land;
 - (e) relieve the Owner from complying with any enactment, including in relation to the use or subdivision of the Land.

Limitation on Obligations

8. The Owner is only liable for breaches of this Agreement caused or contributed to by the Owner or which the Owner permits or allows. The Owner is not liable for the consequences of the requirements of any enactments or law or any order, directive, ruling or government action thereunder. The Owner is liable only for breaches of this Agreement which occur while the Owner is the registered owner of any interest in the Land and then only to the extent of that interest.

Entry by Trust Committee Staff

9. The Owner hereby authorizes the Trust Committee, through its employees or agents, to enter the Land at all reasonable times for the express purpose of confirming whether or not this Agreement is being complied with.

Indemnity

10. The Owner hereby indemnifies and saves harmless the Trust Committee and its elected and appointed officials, officers, employees and agents,

from and against all loss, damage, cost, actions, suits, debts, expenses and harm of any kind whatsoever which the Trust Committee may at any time suffer or incur arising out of or related to this Agreement or any breach of it.

No Liability in Tort

11. The parties agree that this Agreement creates only contractual obligations. The parties agree that no tort obligations or liabilities of any kind exist between the parties in connection with the performance of or any default under or in respect of this Agreement. The intent of this section is to exclude tort liability of any kind and to limit the parties to their rights and remedies under the law of contract.

Covenant Runs With the Land

12. Every obligation and covenant of the Owner in this Agreement constitutes both a contractual obligation and a covenant granted under section 219 of the *Land Title Act* (British Columbia) in respect of the Land. This Agreement burdens the Land and runs with it and binds the successors in title to the Land. This Agreement burdens and charges all of the Land and any parcel into which it is subdivided by any means and any parcel into which the Land is consolidated.

Registration

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

Waiver

14. An alleged waiver of any breach of this Agreement is effective only if it is an express waiver in writing of the breach. A waiver by the Trust Committee of a breach of this Agreement by the Owner does not operate as a waiver of any other breach of this Agreement.

Severance

15. If any part of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.

No Other Agreements

16. This Agreement is the entire agreement between the parties regarding its subject and it terminates and supersedes all other agreements and arrangements regarding its subject.

Binding of Successors

17. This Agreement binds the parties to it and their respective successors, heirs, executors and administrators.

Further Acts

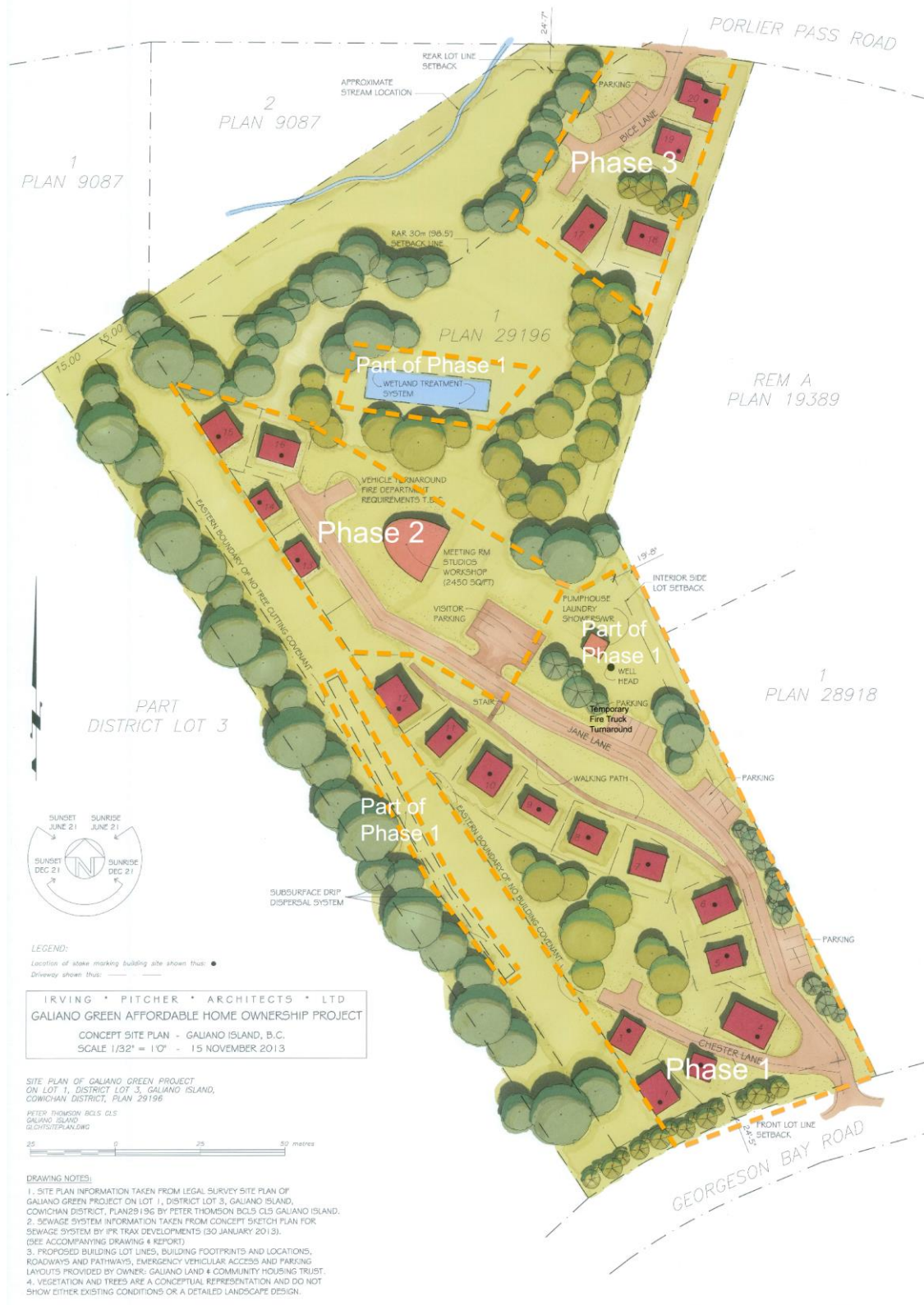
18. The Owner must do everything reasonably necessary to give effect to the intent of this Agreement, including execution of further instruments.

Deed and Contract

19. By executing and delivering this Agreement the Owner intends to create both a contract and a deed executed and delivered under seal.

As evidence of their agreement to be bound by the terms of this instrument, the parties each have executed the Land Title Office Form C which is attached hereto and which forms part of this Agreement.

Schedule A





DATE OF MEETING: October 1, 2016
TO: Galiano Island Local Trust Committee
FROM: Phil Testemale A/Planner 2
Victoria Office
SUBJECT: Development Variance Permit
Applicant: Wendy Coburn
Location: 44 Madrona Drive

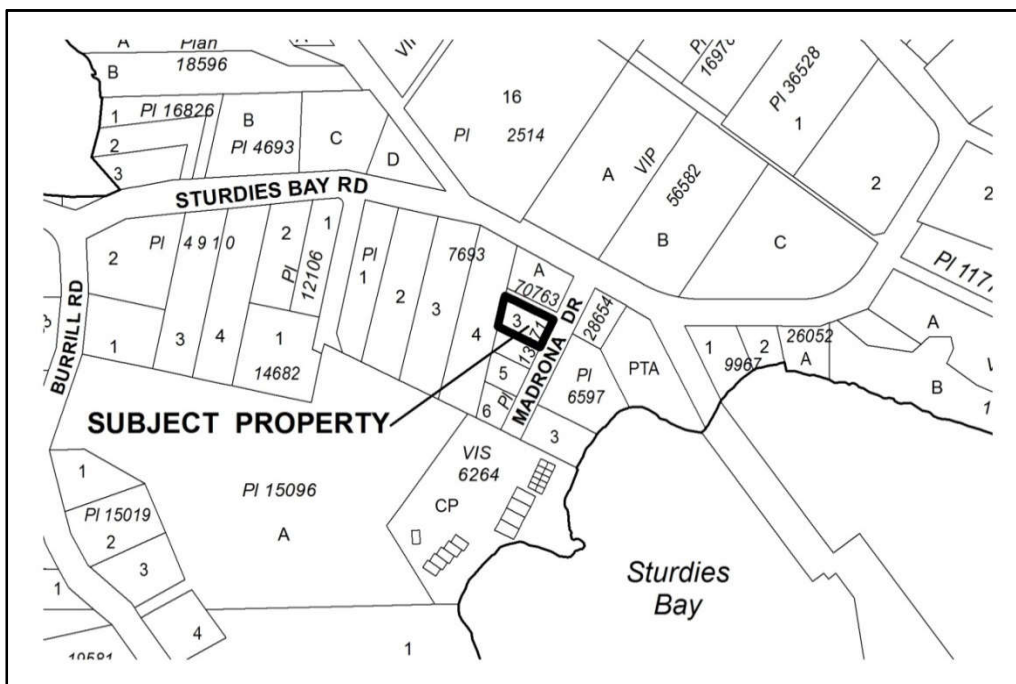
RECOMMENDATION

1. That the Galiano Island Local Trust Committee approve issuance of Development Variance Permit GL-DVP-2016.2 (Coburn) as revised.

REPORT SUMMARY

The purpose of the report is to consider a Development Variance Permit.

In summary, the above recommendation for the issuance of the DVP is supported as the rationale is reasonable; and, with the possible exception of the parking variance, the variances are consistent with the intent of the regulations. In addition, a reasonable solution to a neighbour's concern has been addressed with a revision to the parking variance to increase the number of required parking spaces from three (3) to four (4),



BACKGROUND

The proposal is to vary the siting of structures and parking requirements at 44 Madrona Drive. The variance will allow for the conversion of the existing building (previously a veterinarian clinic and the post office before that) to a bakery/café. The proposed use conforms to the zoning on the property (Retail Commercial – C1).

Specifically, the proposal is to allow for a DVP for the following:

- Installation of a new (replacement/engineered) **septic sewage system** within the front and interior side yard setbacks. The system proposed to be within **0.5 metres** from a front lot line and **0.5 metres** from an interior side lot line. The LUB regulation is for setbacks of at least 7.5 metres and 6.0 metres respectively.

For clarification, although the system is to be buried, it is still, by LUB definition a structure:

"structure" means anything that is constructed or erected and that is fixed to, supported by or sunk into land or water, but does not include paved parking areas or utility lines.

- Future siting of a rainwater catchment cistern within **0.5 metres** from a rear lot line and **0.5 metres** from an interior side lot line. The LUB regulation is for at least 7.5 metres and 6.0 metres respectively
- Variance to the LUB requirement for the number of vehicle parking spaces from six (6) to **four (4)**. **Note:** the proposed permit was circulated with a variance of three (3) spaces. This number and Schedule 'A' were revised to increase the required spaces to four (4) as shown on the revised Schedule 'A'

A copy of the revised GL-DVP-2016.2 (Coburn) is attached.

ANALYSIS

Policy/Regulatory:

Islands Trust Policy Statement:

There are no relevant policies for this application.

Official Community Plan:

The property is designated as **Commercial** in the in the Galiano Island Official Community Plan No. 108, 1995 (OCP).

Development Permit Area DPA 6 – Commercial and Industrial Form and Character is designated on the property. The requirement for a DP is exempt as there is no addition to lot coverage or floor area, and the proposed works do not require a building permit.

Land Use Bylaw:

The property is zoned as **Retail Commercial Zone (C1)** in the Galiano Island Land Use Bylaw No. 127, 1999 (LUB).

The property is not within the Water Management Area established in the LUB.

Subsection 2.15 of the LUB states that sewage absorption fields must be sited at least 30 metres from any well.

This application has no considerations for the Islands Trust Fund and has no considerations for the Regional Conservation Plan.

BRITISH COLUMBIA LAND SURVEYOR'S BUILDING LOCATION CERTIFICATE

PARCEL IDENTIFIER: 004-620-071
CIVIC ADDRESS: 44 MADRONA DRIVE

LEGAL DESCRIPTION:
LOT 3, SECTION 5, GALIANO ISLAND, COWICHAN DISTRICT, PLAN 13671

Scale 1:250
0 5 10 20 metres

Setback Areas

PLAN 7693

PLAN 13671

HERYET LANE

MADRONA DRIVE

Existing Building

Front Lot Line

TABLE OF AREAS	
Lot 3	864.9 m ²
Building	70.3 m ²
Loading dock	5.8 m ²
Shed	11.7 m ²
Driveway & curbs	150.0 m ²
Sidewalk & curbs	27.4 m ²
Cistern	7.7 m ²
Septic system	18.4 m ²

Well

Proposed Cistern 0.5 from boundaries

Pump tank

Dispersal Field

Proposed Septic system 0.5 from boundaries

House

1cm Maple

Proposed Rear Lot Line Variance from 7.5 m to 0.5 m, and Proposed Interior Lot Line Variance from 6.0 m to 0.5 m for a Cistern

Proposed Front Lot Line Variance from 7.5 m to 0.5 m, and Proposed Interior Lot Line Variance from 6.0 m to 0.5 m for Septic Disposal Sysytem (in ground)

Issues and Opportunities:

Rational for the Variance

The applicant's rationale(s) for the variance for the siting of a replacement septic sewerage system (structure) within the required setbacks (front and interior side) are that the property is small and the LUB requirement for distance of 30 metres from any well further constrains the property for its siting. The applicant has further stated that not being able to install the new systems would mean a financial hardship, and that the new system will have positive environmental and health impacts.

The rationale for the location of the cistern is based on the constraints of the site.

The applicant's rationale for the parking variance is that creating more on-site parking will exceed lot coverage; require tree removal and incur a cost that cannot be afforded by the applicant at this time. Much of the traffic is transitory given the nature of the business. It is noted that the prior applicant comments did not consider the option for grass blocks or gravel surfaces which are not included in lot coverage calculations.

According to the applicant, there is public parking on the abutting road dedication directly in front of the building.

The Overall Intent of the Regulation (s) being Varied.

The overall purpose of the setback regulations is to minimize impacts on adjacent property related to:

- Limiting the visual impact of development on adjacent properties.
- Establishing a consistent development pattern within a local area.
- Protection of views, scenic areas and distinctive features contributing to the overall visual quality and scenic value of the Trust Area.
- Maintaining a rural character.
- Establishing certainty with respect to residential development by maintaining consistent siting regulations.

Potential Impacts of Granting the Variance.

Granting a variance can potentially create an expectation in the community with regard to future applications. As variances consider the unique circumstances pertaining to a particular situation that may warrant the relaxation of a specific zoning regulation each application should be evaluated on its own merits.

Water

The subject property is not within a water service area and is not within the Water Management Area established in the LUB. The proposed use is allowable under zoning and they are not constructing a new building or addition, therefore there is no requirement with respect to water supply. It is noted that part of the variance is for the future siting of a rainwater water catchment system on the property.

Response to Neighbour and Public Notification

The applicant has stated that she has spoken with neighbours and they support the application.

At the time of writing, there has been one response to the notification process - attached. The concern was over the parking variance and impacts on the local area. Particularly, that there is a parking capacity problem in the local area and that the new use would further exacerbate it without sufficient on-site parking. The

respondent was further concerned that the three spots had not been indicated on the plan and that there may be insufficient space to accommodate the on-site parking.

In response to this concern, and in consultation with the applicant, staff revised the required number of on-site parking spaces from three (3) to four (4) (the variance is thereby reduced from three (3) to two (2)). The existing on-site parking configuration is not very functional and it was unclear if even three (3) spaces could be accommodated. There are also three paved, drive in spots directly in front of the building on Madrona Drive (on the public right of way). The change to the parking configuration has been altered on Schedule 'A' (above) to increase the area dedicated to parking by using grass block pavers or gravel. By using permeable materials the increased area is not part of the lot coverage calculation.

Circulation/Consultation:

DVP Notices were circulated to surrounding property owners and residents. The notification period will end at 4:30 p.m. on September 30, 2016.

As stated above, staff has received one submission to date. Any further submissions received prior to the LTC meeting will be forwarded to Trustees and reported at the meeting.

Rationale for Recommendation:

Staff are recommending that the variances be supported for the following reasons: the reasonableness of the applicant's request, particularly given the constraints of the site and bylaw requirements make the siting of the septic disposal system and parking spaces difficult. The variances would not impact the intent of the bylaws.

Concern over the proposed on-site parking configuration and alleviating parking issues in the local area has been addressed through a reasonable compromise of increasing the on-site parking from the existing (3) spaces to four (4) and improving the configuration. There are also three paved drive in spots directly in front of the building on Madrona Drive on the public right of way. The prior uses (veterinary clinic and post office) would have had similar parking impacts and the same requirement under the LUB. Therefore, the variance should improve the parking issues in the local neighbourhood. In considering the revised parking proposal, the LTC should weigh local neighbourhood impact, the limited ability of the site to facilitate the required number of spaces, and the applicant's willingness to revise the proposal to reconfigure and increase the number of stalls to four.

ALTERNATIVES

The LTC could consider the following alternatives to the above recommendations:

1. Request further information

The LTC may request further information be provided prior to making a decision. If selecting this alternative, the LTC should describe the specific information needed and the rationale for this request.

Resolution:

That the Galiano Island Local Trust Committee request that the applicant submit to the Islands Trust _____.

2. Deny the application

The LTC may deny the application. Resolution:

That the Galiano Island Local Trust Committee deny application-GL-DVP-2016.2 (Coburn).

Submitted By:	Phil Testemale, A/Planner2	September 21, 2016
Concurrence:	Robert Kojima, Regional Planning Manager	September 22, 2016

ATTACHMENTS

[Reorder/add/delete/modify attachments as needed:

1. Site Context
2. Maps
3. Notice
4. Proposed Development Variance Permit GL-DVP-2016.2 (Coburn)
5. Correspondence

ATTACHMENT 1: SITE CONTEXT

LOCATION

Legal Description	Strata Lot 10, District Lots 30 and 31, Galiano Island, Cowichan District, Strata Plan VIS5536
PID	025-936-492
Civic Address	44 Madrona Drive
Property Size	0.08 ha (0.21 ac).
Site Description	The property is located on Madrona Drive in Sturdies Bay. The property is generally flat and developed with some mature tree along the rear boundary and a single, mature tree on in the south east corner (see mapping attached).

LAND USE

Current Land Use	Retail Commercial
Surrounding Land Use	Retail Commercial

HISTORICAL ACTIVITY

File No.	Purpose
None	

POLICY/REGULATORY

Official Community Plan Designations	The property is designated as Commercial in the in the Galiano Island Official Community Plan No. 108, 1995 (OCP).
Land Use Bylaw	The property is zoned as Retail Commercial Zone (C1) in the Galiano Island Land Use Bylaw No. 127, 1999 (LUB).
Other Regulations	The property has the following Development Permit Areas (see mapping attached) designated on it: • DPA 6 – Commercial and Industrial Form and Character Note: There is no requirement for a DP as there is no addition to lot coverage or floor area, and the works do not require a building permit.
Covenants	None
Bylaw Enforcement	There are no enforcement issues recorded for the property.

SITE INFLUENCES

Islands Trust Fund	This application has no considerations for the Islands Trust Fund.
Regional Conservation Strategy	This application has no considerations for the Regional Conservation Plan.
Species at Risk	N/A

Sensitive Ecosystems	N/A
Hazard Areas	N/A
Archaeological Sites	No archaeological sites are noted within the property or within 100 metres on the provincial RAAD database. Notwithstanding the foregoing, and by copy of this report, the owners and 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>. This would most likely be indicated by the presence of areas of dark-stained soils containing conspicuous amounts of fire-stained or fire-broken rock, artifacts such as arrowheads or other stone tools, or even buried human remains. If such material is encountered during development, all work should cease and 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	There is no development associated with this application therefore GHG emission changes resulting from approval and anticipated or possible climate change induced hazards are neutral.
Shoreline Classification	N/A

ATTACHMENT 2: MAPPING
ORTHOPHOTO

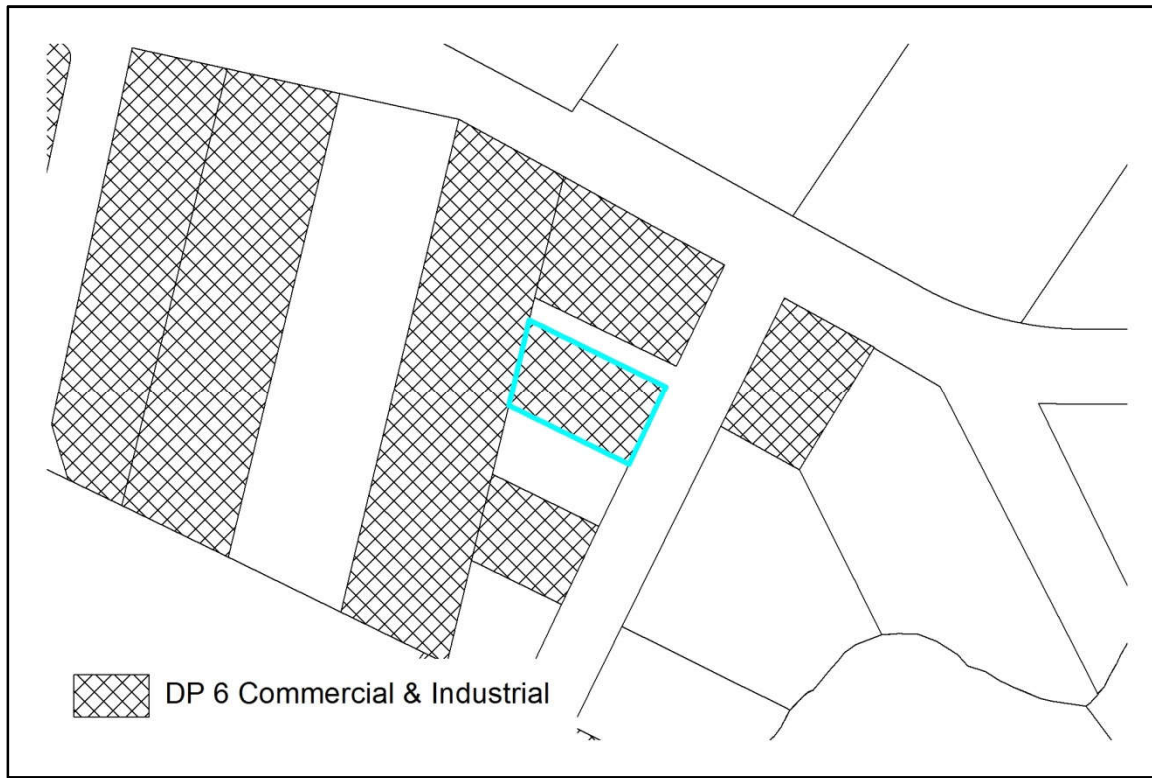


ZONING



ATTACHMENT 2: MAPPING (CONT'D)

DEVELOPMENT PERMIT AREA



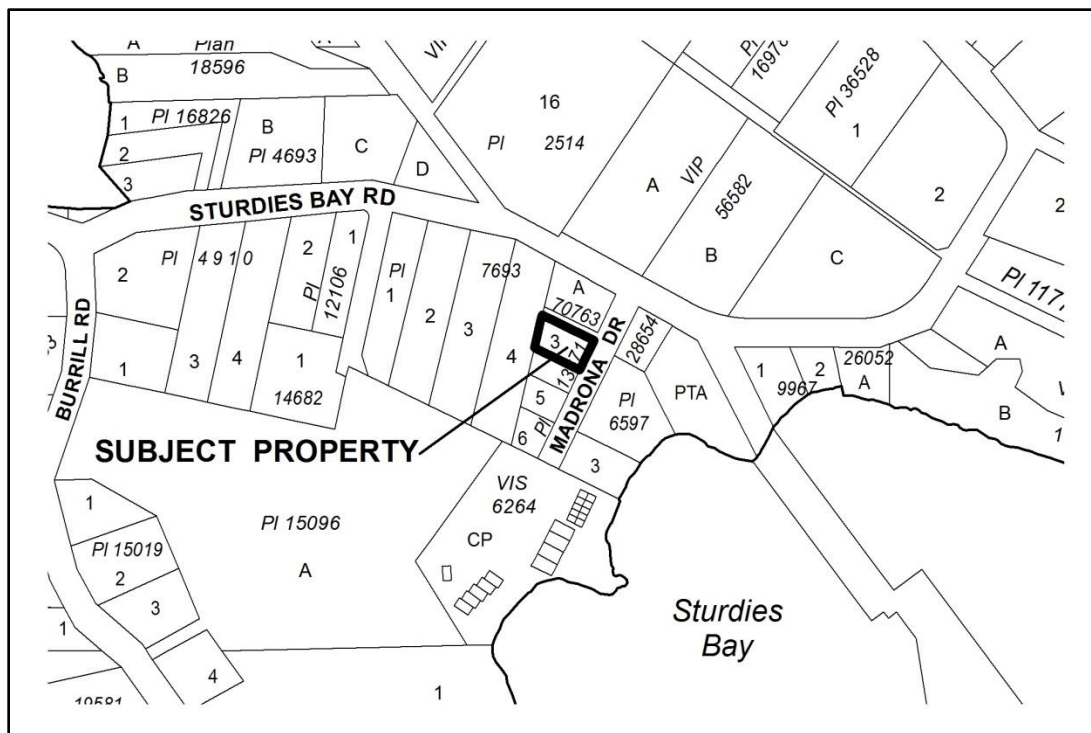
NOTICE
NP-DVP-2016.2
GALIANO ISLAND LOCAL TRUST COMMITTEE

NOTICE is hereby given that the Galiano Island Local Trust Committee will be considering a resolution allowing for the issuance of a Development Variance Permit, pursuant to Section 499 of the *Local Government Act*. The proposed permit would vary the Galiano Island Land Use Bylaw No.127, 1999, by varying:

- a) Subsections 9.1.6.1 and 9.1.6.2 which state that buildings, structures and unenclosed accessory storage areas must be sited at least 7.5 metres from front lot lines and at least 6.0 metres from each interior side lot line are varied to permit the siting of a **septic sewage system (structure)** within 0.5 metres from a front lot line and 0.5 metres from an interior side lot line;
- b) Subsections 9.1.6.1 and 9.1.6.2 which state that buildings, structures and unenclosed accessory storage areas must be sited at least 7.5 metres from rear lot lines and at least 6.0 metres from each interior side lot line are varied to permit the siting of a **cistern (structure)** within 0.5 metres from a front lot line and 0.5 metres from an interior side lot line; And,
- c) Subsection 14.1.1 which states that the owner or occupier must provide 6 motor vehicle parking spaces for 70.3 metres of floor area is varied to reduce the required number to **3 motor vehicle parking spaces**.

The property is located at 44 Madrona Drive and is legally described as Lot 3, Section 5, Galiano Island, Cowichan District, Plan 13671 (PID: 004-620-071).

The general location of the subject properties is shown on the following sketch.



A copy of the proposed permit may be inspected at the Islands Trust Office, 200 - 1627 Fort Street, Victoria, B.C. V8R 1H8 between the hours of 8:30 a.m. to 4:30 p.m. Monday to Friday inclusive, excluding statutory holidays, commencing September **19, 2016** and continuing up to and including September **30, 2016**.

For the convenience of the public only, and not to satisfy Section 499 (2) (c) of the *Local Government Act*, additional copies of the Proposed Permit may be inspected at various Notice Boards on Pender Island, B.C., commencing **September 19, 2016**. Also, attached for your convenience is a copy of the proposed permit.

Enquiries or comments should be directed to Phil Testemale, A/Planner 2 at (250) 405-5170, for Toll Free Access, request a transfer via Enquiry BC: In Vancouver 660-2421 and elsewhere in BC 1-800-663-7867; or by fax (250) 405-5155; or by email to: information@islandstrust.bc.ca before 4:30 pm, **September 30 2016**.

The Galiano Island Local Trust Committee may consider a resolution allowing for the issuance of the permit during the regular business meeting starting at **12:30 p.m., October 1, 2016**, at the South Community Hall, 141 Sturdies Bay Road, on Galiano Island.

All applications are available for review by the public. Written comments made in response to this notice will also be available for public review.

Sharon Lloyd-deRosario
Deputy Secretary



Islands Trust

PROPOSED(REVISED)

GALIANO ISLAND LAND LOCAL TRUST COMMITTEE

DEVELOPMENT VARIANCE PERMIT

GL-DVP-2016.2

To: Wendy Coburn

1. This Development Variance Permit applies to the land described below:

Lot 3, Section 5, Galiano Island, Cowichan District, Plan 13671
(PID: 004-620-071)

2. Galiano Island Land Use Bylaw 127, 1999 is varied as follows:

- a) Subsections 9.1.6.1 and 9.1.6.2 which state that buildings, structures and unenclosed accessory storage areas must be sited at least 7.5 metres from front lot lines and at least 6.0 metres from each interior side lot line are varied to permit the siting of a **septic sewage system (structure)** within 0.5 metres from a front lot line and 0.5 metres from an interior side lot line;
- b) Subsections 9.1.6.1 and 9.1.6.2 which state that buildings, structures and unenclosed accessory storage areas must be sited at least 7.5 metres from rear lot lines and at least 6.0 metres from each interior side lot line are varied to permit the siting of a **cistern (structure)** within 0.5 metres from a rear lot line and 0.5 metres from an interior side lot line; And,
- c) Subsection 14.1.1 which states that the owner or occupier must provide 6 motor vehicle parking spaces for 70.3 metres of floor area is varied to reduce the required number to **4 motor vehicle parking spaces**.

The development shall be consistent with Schedule 'A' that is attached to and forms part of this permit.

3. This permit is not a building permit and does not remove any obligation on the part of the permittee to comply with all other requirements of "Galiano Island Land Use Bylaw No. 127, 1999" and to obtain other approvals necessary for completion of the proposed development, including approval of the Capital Regional District, Island Health and the Ministry of Transportation and Infrastructure.

AUTHORIZING RESOLUTION PASSED BY THE GALIANO ISLAND LOCAL TRUST COMMITTEE THIS ##th DAY OF Month, 201#.

Deputy Secretary, Islands Trust

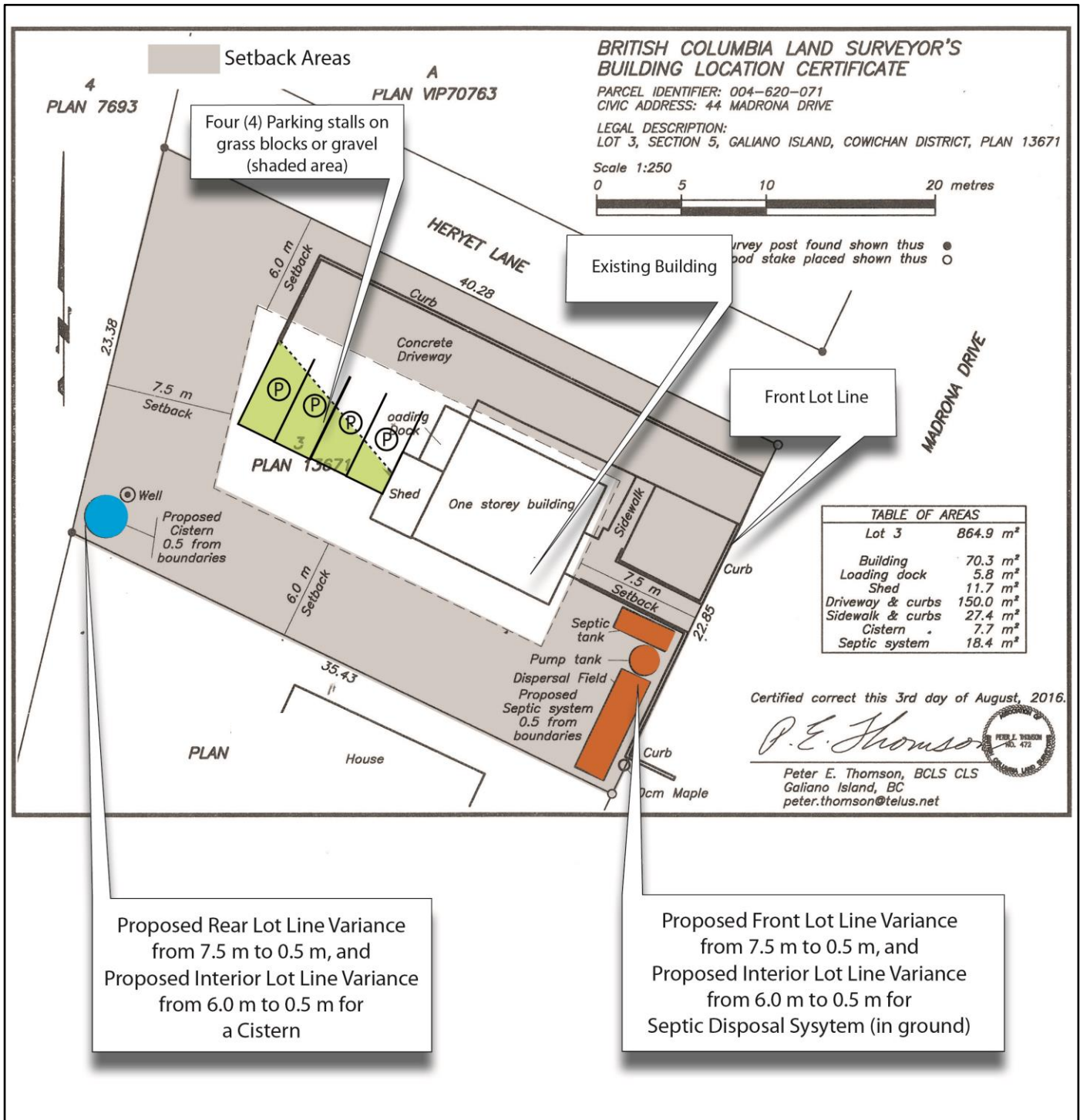
Date of Issuance

IF THE DEVELOPMENT DESCRIBED HEREIN IS NOT COMMENCED BY THE ##th DAY OF Month, 201#, THIS PERMIT AUTOMATICALLY LAPSES.

GALIANO ISLAND LOCAL TRUST COMMITTEE

GL-DVP-2016.2

SCHEDULE 'A'



Attachment 5 - Correspondence

Phil Testemale

From: information
Sent: Tuesday, September 20, 2016 2:43 PM
To: Phil Testemale
Subject: FW: Development Variance Permit GL-DVP:-2016.2 fro 44 Madrona Drive, Galiano Island

FYI

Doneen Coxe
Administrative Assistant
Islands Trust
200-1627 Fort St.
Victoria, BC V8R 1H8
Phone: 250-405-5151 fax: 250-405-5155
Enquiry BC Toll-Free call 1-800-663-7867

Websites: www.islandstrust.bc.ca | www.islandstrustfund.bc.ca
Preserving Island communities, culture and environment since 1974



Please consider the environment before printing this email

From: Hedi Kottner [REDACTED]
Sent: Tuesday, September 20, 2016 1:28 PM
To: information
Subject: RE: Development Variance Permit GL-DVP:-2016.2 fro 44 Madrona Drive, Galiano Island

Hi Phil,

I have reviewed the development variance permit notice and under c) subsection 14.1.1. which states that the owner or occupier must provide 6 motor vehicle parking spaces for 70.3 metres of floor area is varied to reduce the required number to **3 MOTOR VEHICLE PARKING SPACES**. On Schedule "A", which shows the site survey, it does not show the location of these 3 parking spaces. It must have been in oversight on your part. Can you please inform me where these parking spaces will be?

We have our real estate office across from 44 Madrona Drive und lack of parking in our area is an ongoing concern. The post office is adjacent to our office and particularly in the summer, our parking spaces for 4 cars for 2 businesses are often occupied by patrons of the gas station/grocery store across our building and I am afraid that with lack of parking for the future bakery will further congest our street.

Looking forward to your response,

Regards,
Hedi

--

Hedi Kottner
Owner/Managing Real Estate Broker
Galiano Island Realty
[REDACTED]
[REDACTED]
[REDACTED]



Top Priorities

Galiano Island

No.	Description	Activity	R/Initiated	Responsibility	Target Date
1	Telecommunication Strategy	Review telecommunication options, including policies for telecommunication towers, on Galiano Island.	01-Feb-2016	Kim Stockdill	28-Feb-2017
2	Affordable Housing Strategy	to be determined.	07-Mar-2016	Kim Stockdill	31-Mar-2017
3	Dock Review	Review issues regarding docks and new shoreline information and whether changes are required to the LUB.	07-Mar-2016	Kim Stockdill	31-Jul-2017

**Projects****Galiano Island**

Description	Activity	R/Initiated
Soil Removal and Deposit Bylaw	Review need and options for implementation of soil removal and deposit bylaw	12-Sep-2011
Amendments to Forest designation and F1 zone -	Consider options for amendments to Forest Land Designation and policies and F1 zoning for lands without Managed Forest Status. Draft bylaws have been prepared, project deferred at meeting of April/12	16-Apr-2012
Parking Issues	Issue for discussion with MoTI and public parking issues generated from associated islands. (see correspondence from P. Midgely on agenda of Apr/12)	23-Jul-2012
Bike Trails and Camping	Letter dated July 8, 2013 received from Galiano Parks and Recreation Commission regarding bike safety on Galiano roads (See Transportation policy U of Section 1.1) and for the allowance of non-commercial camping on private lots.	15-Jul-2013
Ocean Based Geo-Exchange Systems	Review of regulations for geo-thermal exchange use.	18-Nov-2013
Information Note Addition	Add in Information Note on Archeological Sites under General Regulations	18-Nov-2013
Light Industrial Zoning	A review and inventory assessment of existing and potential light industrial zones.	18-Nov-2013
Land Use Bylaw Amendments	To review LUB for: any technical/administrative bylaw amendments (e.g. definition references and numbering), shoreline zoning wording, crown lot rezonings, and review park zoning (specifically to allow stairs in setbacks).	07-Jul-2014
Community Benefit Review for Forest Lands	Staff to prepare preliminary report for new LTC	08-Sep-2014
Consider amendments to re-designate and rezone crown owned Forest lots.- Bylaws 231, 232 at First Reading	re-refer to FLNRO for comment	



Development Permit

File Number	Applicant Name	Date Received	Purpose
GL-DP-2016.3	BARBER, CHRISTINE	01-Jun-2016	362 STICKS ALLISON RD. Remove existing trees to build a garden and pond for irrigation.

Planner: Kim Stockdill

Planning Status

Status Date: 20-Sep-2016

Staff reviewing DPA exemptions in relation to this application.

Status Date: 19-Aug-2016

Staff report on August agenda.

Status Date: 21-Jun-2016

Waiting for further information from applicant.

File Number	Applicant Name	Date Received	Purpose
GL-DP-2016.5	ALLAN DIAMOND ARCHITECT c/o D. & P. TAYLOR	09-Aug-2016	754 Ellis Rd Reinforce and repair damage to existing retaining wall.

Planner: Phil Testemale

Planning Status

Status Date: 22-Sep-2016

Waiting for a survey and biologist's report from the applicant

Status Date: 10-Aug-2016

File opened and forwarded to planner and LTC

Development Variance Permit

File Number	Applicant Name	Date Received	Purpose
GL-DVP-2016.2	COBURN, WENDY	12-Sep-2016	44 MADRONA DRIVE Variance for new sewage system siting and number of on site parking spots

Planner: Phil Testemale

Planning Status

Applications

Status Date: 22-Sep-2016
Staff report on Oct 1st agenda.

Status Date: 13-Sep-2016
File opened and forwarded to planner and LTC

Rezoning

File Number	Applicant Name	Date Received	Purpose
GL-RZ-2011.1	Galiano Land and Community Housing Trust c/o Tom Hennessy Planner: Robert Kojima	06-Oct-2011	Rezone Agriculture and Residential to Community Facility-Affordable housing.

Planning Status

Status Date: 25-Jul-2016
Public hearing scheduled for September 19

Status Date: 30-Jun-2016
Bylaw amended. Application re-referred to FNs and referred to Parks Commission for comment. Direction to schedule CIM and PH

Status Date: 27-May-2016
Revised housing agreement prepared, reviewed by applicants, staff report prepared for June 6th agenda

File Number	Applicant Name	Date Received	Purpose
GL-RZ-2014.1	Crystal Mountain Society	28-Oct-2014	20300 PORLIER PASS RD To allow for year round use of the Forest Retreat Centre

Planner: Kim Stockdill

Planning Status

Status Date: 22-Sep-2016
Applicant finalizing community benefit document for November LTC meeting.

Status Date: 22-Jun-2016
OCP & LUB Amendment bylaws drafted.

Applications

Status Date: 25-Apr-2016
Staff report on May 2016 agenda.

File Number	Applicant Name	Date Received	Purpose
GL-RZ-2016.1	WOLSTENHOLME, DAVID	05-Apr-2016	743 GEORGESON BAY RD APPLICATION TO CHANGE ZONING TO ALLOW USE AS A RESTAURANT/INN

Planner: Kim Stockdill

Planning Status

Status Date: 22-Sep-2016
Bylaws to be sent to EC Meeting on Oct 5/16.

Status Date: 29-Aug-2016
Bylaws were given 2nd & 3rd reading.

Status Date: 16-Aug-2016
Staff report on August agenda with water management options.

File Number	Applicant Name	Date Received	Purpose
GL-RZ-2016.2	GALIANO CONSERVANCY ASSOCIATION	08-Aug-2016	DL 57 10825 Porlier Pass Rd Rezoning from Rural to Environmental Education use and Nature Protection.

Planner: Kim Stockdill

Planning Status

Status Date: 22-Sep-2016
Staff in the process of drafting LUB and OCP bylaws.

Status Date: 22-Aug-2016
Preliminary staff report on Aug 29/16 LTC agenda.

Status Date: 10-Aug-2016
File opened and forwarded to planner and LTC

Subdivision

File Number	Applicant Name	Date Received	Purpose
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**Applications**

GL-SUB-2013.1	Kelly Gesner, Landworks Consultants Planner: Robert Kojima	29-Nov-2013	4150 BODEGA BEACH DR To create a conventinal subdivision of 7 lots including remainder.
Planning Status			
Status Date: 14-Sep-2016 Form C release for discharge of development control covenant from Lots 6, 7, and 8 executed and sent to applicants' lawyer for registration			
Status Date: 09-Sep-2016 subdivision plan, development control covenant, forestry covenant registered. Development control covenant to be discharged from lots 6, 7, and 8. Lots 7 and 8 to be transferred, covenant to be registered on Lot 8 (CRD).			
Status Date: 18-Jul-2016 development control covenant registered, forestry and park covenants executed, undertakings to register received. Subdivision approval pending			

Temporary and Industrial Use Permit

File Number	Applicant Name	Date Received	Purpose
GL-TUP-2016.1	Jon & Connie Stettner	07-Mar-2016	2625 E. BEEKMAN PL Requesting a permit to use property as a STVR.
Planner: Kim Stockdill			
Planning Status			
Status Date: 18-Aug-2016 Correspondence from applicant received and placed on August agenda.			
Status Date: 03-May-2016 Property owner & water district to draft covenant restricting water quantity.			
Status Date: 25-Apr-2016 Staff report complete and placed on May 2016 LTC agenda.			
File Number	Applicant Name	Date Received	Purpose
GL-TUP-2016.10	GARY ROSNICK	14-Sep-2016	257 ACTIVE PASS DR TUP for STVR
Planner: Phil Testemale			

Applications

Planning Status

Status Date: 22-Sep-2016

Permit will be on next agenda or special meeting agenda

Status Date: 14-Sep-2016

File opened and forwarded to planner and LTC

File Number	Applicant Name	Date Received	Purpose
GL-TUP-2016.5	CHOUINARD, PATRICIA	17-Jun-2016	750 Bodega Beach Dr TUP for STVR
Planner: Phil Testemale			

Planning Status

Status Date: 26-Aug-2016

Waiting for application information on PMFL, water and uses from applicant

Status Date: 27-Jun-2016

On August 28th agenda for consideration. Notification drafted to be sent out and put in paper in early August

Status Date: 21-Jun-2016

File opened and forwarded to planner and LTC

File Number	Applicant Name	Date Received	Purpose
GL-TUP-2016.6	WILFRIED/VERENA KRAMER (OTHER OWNERS)	15-Jul-2016	45 Alder Way TUP for STVR
Planner: Phil Testemale			

Planning Status

Status Date: 22-Sep-2016

Permit drafted and notification completed. Deferred until Nov meeting or special mtg.

Status Date: 18-Jul-2016

File opened and forwarded to planner and LTC.

File Number	Applicant Name	Date Received	Purpose
GL-TUP-2016.7	AMANDA HARRIS - WIFE - CONTACT	21-Jul-2016	425 Clementine Lane TUP for a STVR
Planner: Phil Testemale			

Applications

Planning Status

Status Date: 22-Sep-2016

Permit drafted and notification completed. Deferred until Nov meeting or special mtg.

Status Date: 21-Jul-2016

File opened and forwarded to planner and LTC.

File Number	Applicant Name	Date Received	Purpose
GL-TUP-2016.8	WATERFALL, LAWRENCE	22-Jul-2016	350 Mary Ann Point Rd TUP for STVR

Planner: Phil Testemale

Planning Status

Status Date: 22-Sep-2016

Permit drafted and notification completed. Deferred until Nov meeting or special mtg.

Status Date: 22-Jul-2016

File opened and forwarded to planner and LTC

File Number	Applicant Name	Date Received	Purpose
GL-TUP-2016.9	KEATING, CRAIG	25-Jul-2016	1541 Sticks Allison Rd TUP for a STVR

Planner: Phil Testemale

Planning Status

Status Date: 22-Sep-2016

Permit drafted and notification completed. Deferred until Nov meeting or special mtg.

Status Date: 28-Jul-2016

File opened and forwarded to planner and LTC

Islands Trust
 LTC EXP SUMMARY REPORT F2017
 Invoices posted to Month ending July 2016

625 Galiano	Invoices posted to Month ending July 2016	<u>Budget</u>	<u>Spent</u>	<u>Balance</u>
65000-625	LTC "Trustee Expenses"	750.00	0.00	750.00
LTC Local				
65200-625	LTC - Local Exp - LTC Meeting Expenses	5,500.00	1,771.02	3,728.98
65210-625	LTC - Local Exp - APC Meeting Expenses	500.00	146.41	353.59
65220-625	LTC - Local Exp - Communications	500.00	611.12	-111.12
65230-625	LTC - Local Exp - Special Projects	500.00	0.00	500.00
TOTAL LTC Local Expense		<u>7,000.00</u>	<u>2,528.55</u>	<u>4,471.45</u>
Projects				
73001-625-2002	Galiano OCP/LUB	4,000.00	0.00	4,000.00
73001-625-4065	Galiano Dock Review	4,000.00	0.00	4,000.00
TOTAL Project Expenses		<u>8,000.00</u>	<u>0.00</u>	<u>8,000.00</u>

Galiano Island Local Trust Committee

POLICIES AND STANDING RESOLUTIONS

Updated: April 7, 2014

No	Meeting Date	Resolution No.	Issue	Policy
1.	May 11, 2009 / Amended February 3, 2014	GL-LTC-85-09 Amended:	Parks Commission Referral	That staff refer all applications adjacent to a park or ocean access to the Galiano Island Parks and Recreation Commission for comment
2.	October 18, 2010	GL-LTC-115-10	Publishing Notices beyond legal requirements	THAT the Galiano Island Local Trust Committee will advertise Public Hearing Notices in either the Active Page Magazine or Islands Tides Newspaper in addition to the legally required advertising in the Driftwood Newspaper.
3.	October 17, 2011	GL-LTC-205-11	Special Occasion Liquor Licenses	THAT where a Liquor Control and Licensing Branch Special Occasion License referral relates to a property on which Galiano Island Land Use Bylaw No. 127, 1999 permits public assembly uses, such as restaurants or community halls, and where there have been no issues related to parking or past complaints for the preceding three years , staff may approve the Special Occasion License without referral to the Local Trust Committee. All other Special Occasion License referrals are to be referred to the Local Trust Committee for consideration.
4.	February 3, 2014		Applications with Open Bylaw Enforcement files	On properties where there is an open bylaw enforcement file, planning staff should refer planning applications to the Bylaw Enforcement Manager for comment where one or more of the following circumstances exist: 1. There have been significant delays or longer than typical timelines in the enforcement process 2. The LTC is considering on-going, relevant policy or regulatory changes that could impact enforcement 3. Litigation has been recommended 4. Legal counsel has been involved (beyond providing a basic interpretation) 5. There has been enforcement action beyond seeking voluntary compliance (e.g. a BEN warning or ticket, adjudication, a compliance agreement negotiated, etc.) 6. There has been, or is an expectation of, joint enforcement with other jurisdictions 7. There is potential for impact on other related enforcement files.

No	Meeting Date	Resolution No.	Issue	Policy
5.	April 7, 2014	GL-2014-029	Community Wells as a Community Benefit	That the Galiano Island Local Trust Committee will consider as a community benefit for all rezoning applications where there is an increase in density, the establishment of an instrumented observation well.

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