



Galiano Island Local Trust Committee Regular Meeting Agenda

Date: February 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 - 12:50 PM
2. APPROVAL OF AGENDA	
3. TOWN HALL AND QUESTIONS	
4. COMMUNITY INFORMATION MEETING	
none	
5. PUBLIC HEARING	
none	
6. MINUTES	12:50 PM - 1:00 PM
6.1 Local Trust Committee Minutes Dated December 7, 2015 (for Adoption)	4 - 14
6.2 Section 26 Resolutions Without Meeting Report	
none	
6.3 Advisory Planning Commission Minutes (for Receipt)	
none	
7. BUSINESS ARISING FROM MINUTES	
7.1 Follow-up Action List Dated January 2016	15 - 16
8. DELEGATIONS	
8.1 S. Foster re: Crystal Mountain	1:00 PM - 1:10 PM
9. CORRESPONDENCE	
<i>Correspondence received concerning current applications or projects is posted to the LTC webpage</i>	
9.1 Letters Dated January 12 and 13, 2016 From G. Moore	17 - 24

10. **CLOSED MEETING (Distributed Under Separate Cover)** 1:10 PM - 1:30 PM
- 10.1 **Motion to Close Meeting**
That the meeting be closed to the public in accordance to the Community Charter, Part 4, Division 3, s. 90(1) (a), (d) & (i) for the purpose of considering; Adoption of In-Camera Minutes Dated December 7, 2015
Legal Advice
AND that the Recorder and Staff attend the meeting
- 10.2 **Recall to Order**
- 10.3 **Rise and Report**
11. **APPLICATIONS AND REFERRALS** 1:30 PM - 2:00 PM
- 11.1 **Thetis Island Local Trust Committee Bylaws No. 96 & 97 Referral (for Response)** 25 - 28
- 11.2 **GL-TUP-2015.1 (Woodstone) - Staff Report** 29 - 41
- BREAK----- 2:00 PM - 2:15 PM
- 11.3 **GL-RZ-2014.1 (Crystal Mountain) - Staff Report** 12:15 PM - 3:45 PM 42 - 57
- 11.4 **GL-RZ-2013.1 (Landworks) - Memo** 58 - 101
- 11.5 **GL-RZ-2011.1 (Galiano Green) - Staff Report** 102 - 105
12. **LOCAL TRUST COMMITTEE PROJECTS**
none
13. **REPORTS** 3:45 PM - 4:15 PM
- 13.1 **Work Program Reports (attached)**
- 13.1.1 Top Priorities Report Dated January 2016 106 - 106
- 13.1.2 Projects List Report Dated January 2016 107 - 108
- 13.2 **Applications Report Dated January 2016 (attached)** 109 - 113
- 13.3 **Trustee and Local Expense Report Dated December 2015 (attached)** 114 - 114
- 13.4 **Adopted Policies and Standing Resolutions (attached)** 115 - 116
- 13.5 **Local Trust Committee Webpage**
- 13.6 **Chair's Report**
- 13.7 **Trustee Report**
- 13.8 **Trust Fund Board Report**
none

14. NEW BUSINESS

none

15. UPCOMING MEETINGS

15.1 Next Regular Meeting Scheduled for March 7, 2016, at the Lions Hall, 992
Burrill Road, Galiano

16. TOWN HALL 4:15 PM - 4:30 PM

17. ADJOURNMENT 4:30 PM - 4:30 PM



DRAFT

**Local Trust Committee
Minutes Subject to Approval By
the Local Trust Committee**

Galiano Island Local Trust Committee Minutes of Regular Meeting

Date: December 7, 2015
Location: Galiano South Community Hall
141 Sturdies Bay Road, Galiano Island, BC

Members Present Laura Busheikin, Chair
Sandy Pottle, Local Trustee
George Harris, Local Trustee

Staff Present Robert Kojima, Regional Planning Manager
Kim Farris, Acting Planner 2
David Millership, Recorder

Public and Media Present: There were 32 members of the public present and no media

1. CALL TO ORDER

Chair Busheikin called the meeting to order at 12:30 pm. Introductions were made and she acknowledged that 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:

- Added item 10.4.1 – December 6, 2015 Letter from Phyllis Stafford re Re-Zoning Application for Lot A of Lot 89, Galiano Island, by Crystal Mountain Society
- Added item 10.6.2.1 – Letter from Louise Decario
- Added item 10.6.2.2 – December 5, 2015 Email from Harry Lipetz re Galiano Lot 6 DL 79 Rezoning

By general consent the agenda was approved as amended.

3. TOWN HALL AND QUESTIONS

Tom Hennessy asked if an applicant is able to speak to their application, when it's an agenda item, and when the Local Trustee Committee (LTC) is addressing it.

Chair Busheikin responded yes.

Andrew Loveridge provided an update regarding Galiano Green (GG). He stated support for GG, advance of process and requested the LTC to set a Public Hearing (PH) date, pertaining to GG's rezoning application, at today's meeting.

Louise Decario provided an update regarding Galiano Conservancy Association (GCA) and Bowie and Anna Keefer F3 covenant negotiations for Lot 6 of District Lot (DL) 79 and spoke to her letter regarding such, which is agenda item 10.6.2.1. She stated concern regarding process/timing pertaining to July 3, 2015 Galiano Island Advisory Planning Commission (APC) recommendations being on the LTC agenda.

Regional Planning Manager (RPM) Kojima responded that APC minutes were on the September 2015 agenda and that the APC report was circulated to the LTC.

There was some discussion regarding process and timing.

Louise Decario stated concern regarding a meditation hut photo being used to represent a pagoda building in Staff Report dated November 27, 2015 re GL-RZ-2014.1 (Crystal Mountain Society). She asked if the Retreat Cove Covenant was resolved, and if not, then why it isn't on the Follow-up Action List (FUAL).

Planner Farris responded that the photo would be corrected, and that Retreat Cove Covenant would be on the next FUAL.

Doug Latta read and submitted a letter dated December 7, 2015 on behalf of himself and his wife Elizabeth stating support for GL-RZ-2014.1 (Crystal Mountain Society).

Paul LeBlond congratulated the LTC on the work they've done this past year and for carrying through on their three top priorities. He stated support for continued efficiency in 2016.

Bowie Keefer stated support for GG and GL-RZ-2014.1 (Crystal Mountain Society). He commented that he is impressed with Crystal Mountain's ability to manage their own land properly and stated hope that they would be able to continue to do so in the future.

Phyllis Stafford stated opposition to GL-RZ-2014.1 (Crystal Mountain Society) and read her letter regarding such, which is agenda item 10.6.2.2.

Debbie Holmes spoke and then submitted supporting documents in writing. She highlighted the importance of preserving agricultural lands, forests and watersheds and urged the LTC to plan wisely and slowly regarding Galiano's forestlands.

Bob Bilson stated support for GG and affordable housing.

Tom Hennessy stated support for affordable housing.

4. **COMMUNITY INFORMATION MEETING**

none

5. **PUBLIC HEARING**

none

6. MINUTES

6.1 Local Trust Committee Minutes

6.1.1 Galiano Island Local Trust Committee Meeting Draft Minutes of November 2, 2015

The following amendments to the minutes were presented for consideration:

- Page 2, Debbie Holmes comment – delete “stated support”
- Page 3, item 4.1, third paragraph from bottom – replace “larger cottages aren’t precluded as long as a housing agreement is attached.” with “a future bylaw might address larger cottage sizes connected to a housing agreement.”

There was some discussion regarding new minute taking guidelines and policies and RPM Kojima commented that concerns should be directed to Trust Council (TC).

By general consent the Galiano Island Local Trust Committee meeting minutes of November 2, 2015 were adopted as amended.

6.1.2 Galiano Island LTC Public Hearing Record of November 2, 2015

By general consent the Galiano Island Local Trust Committee Public Hearing Record of November 2, 2015 was 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 November 2015

Planner Farris provided information and noted that Retreat Cove Covenant would be on the next FUAL.

8. DELEGATIONS

8.1 B. Keefer re Forestry in the Forest Zone

Chair Busheikin introduced Bowie Keefer and he spoke regarding Forestry and other pursuits in the Forest Zone. PowerPoint was used to assist with the presentation of information; below are the titles of the PowerPoint slides used.

- Forestry challenges

- Shaggy young forest in need of work
- Fuel load reduction in progress
- Restoration of young forest
- Galiano Forestry Cooperative
- Progress being made
- Frozen conflict
- The big challenge
- Frozen conflict zone map
- How not to protect the forest
- How to protect the forest
- PMFL
- The first steps going forward

Mr. Keefer submitted a document version of his PowerPoint presentation to the LTC.

Chair Busheikin thanked Mr. Keefer for his presentation.

9. CORRESPONDENCE

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

9.1 Nov. 2, 2015 Email from R. Longini re Cell Towers

Received.

Note: there was a break at 1:27 pm and the meeting reconvened at 1:47 pm.

10. APPLICATIONS AND REFERRALS

10.1 GL-DVP-2015.3 (Black) - Staff Report

Planner Farris provided information from Staff Report dated November 25, 2015 (File No.: GL-DVP-2015.3 (Black)).

Applicant representative Peter Thomson was in attendance and spoke to the application.

There was some discussion regarding:

- There being neighbour concern(s);
- Not receiving anything from the Capital Regional District (CRD);
- Property line being determined last year.

GL-2015-113

It was MOVED and SECONDED,

THAT, Galiano Island Local Trust Committee GL-DVP-2015.3 (Black) be amended by deleting variance for the Atco Trailer (Part 2f) and that the amended GL-DVP-2015.3 (Black) be approved.

CARRIED

10.2 Salt Spring Island Local Trust Committee Bylaw 485 Referral

By general consent the Galiano Island Local Trust Committee decided Interests Unaffected.

10.3 GL-RZ-2015.1 (Galiano Conservancy) - Staff Memo - Bylaws No. 251 & 252

Planner Farris provided information from Memorandum dated November 18, 2015 (File No.: GL-RZ-2015.1 (Galiano Conservancy)).

GL-2015-114

It was MOVED and SECONDED,

THAT, Galiano Island Local Trust Committee Proposed Bylaw No. 252, cited as "Galiano Island Official Community Plan Bylaw No. 108, 1995, Amendment No. 1, 2015" be adopted.

CARRIED

GL-2015-115

It was MOVED and SECONDED,

THAT, Galiano Island Local Trust Committee Proposed Bylaw No. 251, cited as "Galiano Island Land Use Bylaw No. 127, 1999, Amendment No. 2, 2015" be adopted.

CARRIED

10.4 GL-RZ-2014.1 (Crystal Mountain) - Staff Report

Planner Farris provided information from Staff Report dated November 27, 2015 (File No.: GL-RZ-2014.1 (Crystal Mountain)).

Applicant Stephen Foster was in attendance and spoke to the application.

There was some discussion regarding:

- The site plan being forwarded to the fire department(s) for comment;
- Community benefit;
- Specific number of sleep/use huts and proof of potable water needing to be determined prior to a land use bylaw;
- Water catchment viability and such being a potential requirement;
- Groundwater being a non-renewable resource;
- Process and various zoning options;
- Maximum protection for Coastal Douglas Fir;
- APC recommendation for the LTC to work with the Trust Fund Board (TFB);
- Not changing forest policies;
- Crystal Mountain activities being unconventional and different from a resort;
- Balancing privacy and public use.

GL-2015-116

It was MOVED and SECONDED,

THAT, the Galiano Island Local Trust Committee support the recommendation of the Galiano Island Advisory Planning Commission dated June 29, 2015;

“The Galiano Island Advisory Planning Commission recommends that the Local Trust Committee work with the Trust Fund Board to produce, in writing, options that can be considered to make the transfer of title to the Trust Fund Board to provide the necessary privacy for the applicant that is integral for their project while providing the community benefit, as required by the Official Community Plan.”

And that staff be requested to arrange a meeting between the Galiano Island Local Trust Committee and the Trust Fund Board to discuss this matter.

CARRIED

There was some discussion regarding:

- Process and various zoning options;
- Use being able to be defined very specifically;
- Regulating users being difficult;
- Intentions being to limit environmental impact(s);
- Community benefit and the applicant needing to fit into current regulations;
- Setting the right precedent;
- Concern with drafting bylaws too soon.

GL-2015-117

It was MOVED and SECONDED,

THAT, the Galiano Island Local Trust Committee directs staff to report back with research regarding Retreat Zones on other islands and analysis of the potential for using the Visitor Accommodation Zone.

CARRIED

There was some discussion regarding:

- It being beneficial for the applicant to make distinctions between what they do and what a typical resort might do;
- The need to determine what exactly community benefit means;
- Zoning options.

10.4.1 December 6, 2015 Letter from Phyllis Stafford re Re-Zoning Application for Lot A of Lot 89, Galiano Island, by Crystal Mountain Society

Received.

10.5 GL-RZ-2011.1 (Galiano Green) - Staff Memo

RPM Kojima provided information from Memorandum dated November 27, 2015 (File No.: GL-RZ-2011.1 (Galiano Land and Community Housing)).

Applicant representatives were in attendance and spoke to the application.

There was some discussion regarding:

- It being a challenge for the applicant to fit their unique project vision into an existing legislative framework;
- Process and the various options for moving forward;
- Galiano being in need of affordable housing;
- LTC needing assurance that the project will achieve affordable housing in perpetuity;
- There being many unanswered questions still;
- Project financing challenges;
- Fundraising maybe being necessary for the applicant to cover necessary legal costs;
- Housing and lease agreements needing more legal structure;
- Potential for the need of a special Act of the legislature;
- A suggestion to rezone the GG property to ten 1 acre (ac) lots before selling them fee simple and in a community facilities zone that has a house size limit of 1,000 square feet (sq. ft.);
- Fee simple ownership not preventing flips for profit;
- GG's ownership vision;
- Applicants first choice being a foundation lease model and to proceed with the application as currently presented;
- Applicants second choice being a bare-land strata model and to proceed with the application but prepare a housing agreement that would accommodate a variety of models;
- GG consultant having shown affordability;
- Current resale price cap being \$130 per sq. ft.;
- The option to amend the zoning to a density bonus zone;
- Applicant exploring options with legal counsel;
- Cost recovery.

GL-2015-118

It was MOVED and SECONDED,

THAT, the Galiano Island Local Trust Committee requests staff to refer the Galiano Green housing agreement, based on the foundation lease model, to Islands Trust legal counsel for an estimate of costs.

CARRIED

Note: there was a break at 4:12 pm and the meeting reconvened at 4:15 pm.

10.6 GL-RZ-2013.1 (Landworks)

Applicant Bowie Keefer was in attendance and addressed the LTC regarding process and GCA covenant negotiations.

Chair Busheikin asked Mr. Keefer to discuss covenant negotiations details with GCA covenant negotiator Louise Decario.

Mr. Keefer submitted a signed Hopwood covenant and a signed Public Hearing (PH) covenant, on behalf of himself and his wife Anna Keefer.

10.6.1 CLOSED MEETING (Distributed Under Separate Cover)

GL-2015-119

It was MOVED and SECONDED,

THAT, the Galiano Island Local Trust Committee meeting be closed to the public in accordance to the Community Charter, Part 4, Division 3, s. 90(1) (d) & (i) for the purpose of considering:

- Adoption of In-Camera Minutes dated September 14, 2105
- Legal Advice

AND that the Recorder and Staff attend the meeting.

CARRIED

Note: the public was asked to adjourn at 4:25 pm.

See separate In Camera Meeting Minutes dated December 7, 2015.

10.6.1.1 Recall to Order

The meeting was recalled to order at 4:35 pm.

10.6.1.2 Rise and Report

Chair Busheikin reported that the In-Camera Minutes dated September 14, 2015 were adopted and a Memorandum from Legal Counsel was received.

10.6.2 GL-RZ-2013.1 (Landworks) - Staff Memo

RPM Kojima provided information from Memorandum dated November 25, 2015 (File No.: GL-RZ-2013.1 (Landworks)).

Applicant Kelly Gesner was in attendance and spoke to the application.

There was some discussion regarding:

- Timeline and process;
- The subdivision application and discharge of easements;
- Removing encumbrances from title being onerous;
- Ministry deadline(s) and fiscal year end being March 31, 2016;
- GCA wanting to hold the covenant and find agreement with Mr. Keefer;
- Covenant being endorsed via Resolution Without Meeting (RWM) if needed;
- Time constraint concerns in relation to covenant negotiations;
- Possible consequence(s) of not meeting Ministry deadline(s);
- Options and next steps.

GL-2015-120

It was MOVED and SECONDED,

THAT, the Galiano Island Local Trust Committee await the completion of the covenant review process currently underway between the Galiano Conservancy Association and Mr. Keefer.

CARRIED

10.6.2.1 Letter from Louise Decario

Received.

10.6.2.2 December 5, 2015 Email from Harry Lipetz re Galiano Lot 6 DL 79 Rezoning

Received.

11. LOCAL TRUST COMMITTEE PROJECTS

none

12. REPORTS

12.1 Work Program Reports

12.1.1 Top Priorities Report Dated November 2015

Provided for information.

There was some discussion regarding:

- Telecommunications Strategy and Affordable Housing becoming new Top Priorities;
- Deciding new Top Priorities in the new year;
- Telecommunications Strategy already being on the Projects List and LTC ability to hold related discussions at any time.
- Staff checking to see if there are any Telecommunications Strategy examples from other islands.

12.1.2 Projects List Report Dated November 2015

Provided for information.

12.2 Applications Report Dated November 2015

Provided for information.

Planner Farris reported that a Temporary Use Permit (TUP) application was recently received, pertaining to the Woodstone property, and that the applicant is requesting residential use.

Chair Busheikin stated that the LTC would make a decision regarding the TUP at the February 2016 meeting.

12.3 Trustee and Local Expense Report Dated November 2015

Provided for information.

12.4 Adopted Policies and Standing Resolutions

Provided for information.

12.5 Local Trust Committee Webpage

The Galiano Island Local Trust Committee webpage can be found at the following url: www.islandstrust.bc.ca/galiano

No specific updates were made; routine items will be updated as necessary.

12.6 Chair's Report

Chair Busheikin reported that: Trust Council (TC) would take place in Victoria from December 8-10, 2015; the Executive Committee (EC) met with Hon. Peter Fassbender, Minister of Community, Sport and Cultural Development at the Legislature in Victoria and was asked to articulate adaptation plans regarding potential Salt Spring Island incorporation; the EC has made a request to change the name of the Trust Fund Board to the Trust Fund Conservancy; and TC in Victoria will address changing the Strategic Plan and providing budget for a Policy Statement review.

12.7 Trustee Report

Trustee Harris reported that: he encourages people to read the Islands Trust Strategic Plan, which is available via the Islands Trust website; and he encourages people to get involved with and be informed of adaptation plans regarding potential Salt Spring Island (Salt Spring) incorporation because such plans will be of major significance to what the Islands Trust does.

Trustee Pottle reported that: she has been attending to regular business and office hours; she attended a Local Planning Committee (LPC) meeting regarding affordable housing and the LPC will be putting out related documents; if Salt Spring incorporates then one impact on Galiano would be an area expansion of its area to include Hall, Norway, Secretary and Wallace islands; Salt Spring incorporation referendum criteria is not yet decided; the Salt Spring Incorporation Study website (<http://www.ssiincorporationstudy.com/>) is a good resource; and the Galiano LTC is a signatory of the Coastal Douglas Fir Conservation Strategy.

12.8 Trust Fund Board November 2015 Report

12.8.1 Briefing re Coastal Douglas-fir & Associated Ecosystems Partnership Conservation Strategy & Attachments

Provided for information.

13. NEW BUSINESS

13.1 Galiano Island Local Trust Committee Draft Annual 2016 Meeting Schedule & Memo

Provided for information.

Chair Busheikin noted that she wouldn't be available for an August 29, 2016 meeting and RPM Kojima responded that the proposed meeting date can be rescheduled.

GL-2015-121

It was MOVED and SECONDED,

THAT, Galiano Island Local Trust Committee Proposed 2016 Regular Business Meeting Schedule be adopted as presented.

CARRIED

14. UPCOMING MEETINGS

14.1 Next Regular Meeting Scheduled for 2016, to be Announced

The next meeting is to be Announced.

15. TOWN HALL

Akasha Forest commented that TC discussions would include the continuing existence of the Islands Trust.

16. ADJOURNMENT

By general consent the meeting was adjourned at 5:18 pm.

Laura Busheikin, Chair

Certified Correct:

David Millership, Recorder

Follow Up Action Report

Galiano Island

01-Jun-2015

No.	Activity	Responsibility	Target Date	Status
1	Staff to mail letter and STVR pamphlet to open STVR enforcement files and advertised STVRs.	Kim Farris Lori Foster Thomas Loo	03-Jul-2015	Done
2	Staff to mail DPA information to Galiano fire department, arborists, and contractors.	Kim Farris Lori Foster	31-Jul-2015	On Going

07-Dec-2015

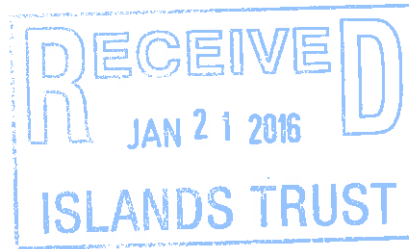
No.	Activity	Responsibility	Target Date	Status
3	GL LTC Nov 2, 2015 minutes adopted as amended.	Lori Foster	23-Dec-2015	Done
4	Staff to contact Ministry to follow up with Retreat Cove Covenant (IN PROGRESS).	Kim Farris	23-Dec-2015	On Going
5	GL-DVP-2015.3 (Black) 1. DVP approved as amended (2f deleted from draft permit). 2. Forward DVP to CRD and Bylaw Enforcement.	Sharon Lloyd-deRosario Kim Farris	23-Dec-2015	Done
6	Salt Spring Bylaw 485 - Interests Unaffected	Sharon Lloyd-deRosario	23-Dec-2015	Done
7	GL-RZ-2015.1 (Galiano Conservancy) - Bylaw Nos. 251 & 252 adopted.	Sharon Lloyd-deRosario Kim Farris	23-Dec-2015	On Going
8	GL-RZ-2014.1 (Crystal Mountain) 1. Staff to schedule TFB and GL LTC meeting. 2. Staff to research retreat uses within other LTAs and summarize visitor accommodation zone implications for a retreat use (COMPLETE).	Kim Farris Lori Foster	29-Jan-2016	On Going

Follow Up Action Report

9	GL-RZ-2011.1 (Galiano Green) 1. Staff to contact Islands Trust legal counsel to request costs associated with reviewing housing agreement draft for the foundation lease option.	Robert Kojima	29-Jan-2016	Done
10	Staff to research Telecommunication Strategies from other LTCs.	Kim Farris	29-Jan-2016	On Going
11	GL LTC adopted 2016 regular business meeting schedule as presented.	Lori Foster	23-Dec-2015	Done

Gary Moore,
North Galiano

January 12, 2016



COPIED TO

☒ PLANNER

☒ LTC

☒ DEPUTY

SECRETARY

Galiano Island Trust Committee,

Dear George, Sandy and Laura,

I could comment on a mythical 1200 lot limit, density, groundwater, expanded cottage entitlements and the like, but will instead present a few ideas which I think intersect at a point that speaks to community health and sustainability for people, the economy and the natural environment that contains us all. Occasionally it's timely to update our collective consciousness with some recent philosophy and statistical discoveries. Here are a few:

First, John Ralston Saul, A Fair Country (p.307): "The theory is that an enriched business community will cause a general trickle down to society." And, we "have been pushed toward conforming with the managerial private sector. Our elites did everything they could to encourage this." (p.321) For the last thirty years, he says, "We should have been experimenting with (moving) further away from the unimaginative conformity of the contemporary corporation" (p.322). And finally, "fairness and inclusion are the keys to how we function." We have adopted a business model based on falsely contextualizing evidence.

Second, Herman E. Daly, economist, from Steady-State Economics: "Growth economics gave technology free rein. Steady-state economics channels technical progress in the socially benign directions of small scale, decentralization, increased durability of products, and increased long-run efficiency in the use of scarce resources." Daly quotes Solzhenitsyn: "*Society must cease to look upon progress as something desirable. Eternal progress is a nonsensical myth. What must be implemented is not a steadily expanding economy, but a zero growth economy, a stable economy. Economic growth is not only unnecessary but ruinous.*" Aleksandr Solzhenitsyn, 1974.

Third, Don't Panic, a You Tube video by Danish statistician Hans Rosling which demonstrates that when people's basic needs are taken care of, the economy improves, and world population drops; not the other way around.

Fourth, The Spirit Level, by Richard Wilkinson and Kate Pickett, which shows that the happiest societies are those within which individuals are more equal; where the wealth gap is least. There is no outcry against soaring profits for corporations and tax cuts for the rich because everyone believes that some day they will be rich, and they will be happy. But the research shows that after a certain point, more money does not make people happier. As the gap between the rich and the poor grows, a more cutthroat society is created.

I support land use policies that reflect the importance of the values of equality, self-restraint, compassion and happiness. We are rich when our needs are few.

Yours truly,

A solid black rectangular box used to redact the signature of Gary Moore.

Gary Moore

Gary Moore

Galiano Island, B. C.
VON 1P0
January 13, 2016

Galiano Trust Committee,
George Harris
Sandy Pottle
Laura Busheikin



Dear George, Sandy, and Laura,

Re: The PMFL, Galiano History and Rezoning Applications

It is extremely important to be aware of our history, and the influence on this small island of policies related to the Esquimalt and Nanaimo Railway Lands, and the "Pass Me the Free Lunch" opportunities provided by the present Private Managed Forest Lands Act.

An excerpt from my select history of Galiano will perhaps be instructive to newer islanders and Trustees as well as Staff: in 1972, "Jim Campbell of Saturna Island spoke with energy and urgency. He shared the podium with Mr. D.F. McCrimmon of MacMillan-Bloedel. A meeting called by the Galiano Chamber of Commerce had drawn a "near-record audience" at the South End Hall, and Mr. Campbell pulled no punches. "Plan or be planned, Galiano. Future planning is up to the people of Galiano. If you want three lots to the acre, it is my job to get it for you. If you don't want that, then I must stop it for you. Planning is a political process. Professional planners can interpret the desired pattern, but the people themselves must determine the direction of the planning. You can only get help from someone who has been to planning school if he has forgotten a lot of what he learned after coming to live here.... Mr. McCrimmon pointed to a map showing hundreds of slivers of land on 'various company properties which are planned for subdivision'. Rather than 'plan or be planned', he said, "It is now a tale of 'zone or be zoned'." (Gulf Islands Driftwood, May 18, 1972) A resident of Saturna Island since the 1940's, Jim was Outer Islands Director of the Capital Regional District. The C.R.D. had been incorporated in 1966 to provide regional decision-making, shared local

government services, and local decision making in rural areas" (end of excerpt).

This meeting signalled the beginning of the Islands Trust, the spirit of which our Trustees and Staff hopefully continue to represent. Galiano Islanders helped to create the Islands Trust to protect against a big carve-up in 1973; led the way in creating the prescient (now unfortunately defunct) Forest Land Reserve Act; have won the essential court battles to ensure that "the Islands Trust is no mere piety", in Madame Justice Southin's words in the historic (largely forgotten) unanimous appeal Court decision striking down the MacMillan-Bloedel's lawsuit against The Galiano Trust Committee in 1995.

So I find it very sad at this point to hear islanders refer to "a moment of environmental panic in the 1980's" and to see any serious consideration of the Private Managed Forest Lands Act as an effective oversight for forest practices or covenants. The PMFL has 268 lots in the whole province and more than 40 of them are on tiny Galiano. The average lot size in the province is 2000 Acres while on Galiano the average lot size is 40 Acres. It is a tax shelter that has supplanted meaningful forest practices oversight; a responsibility that has been abrogated by our Provincial government.

I also enclose an article which reflects on the larger implications of the PMFL for the province. Carrie Saxifrage states "...communities adjacent to lands regulated by the PMFL Act aren't hearing 'Howdy Neighbour.' They're hearing 'Please look the other way while we rip the heart out of your tourism industry, ruin your drinking watershed, close down opportunities for permanent forest jobs, deliver the final blow to declining fish runs, convert forest land into real estate developments, and intensify the impacts that climate change will have on your lives. We're allowed. It's private land'." Doug Harris of the UBC Faculty of Law says, "...the PMFL contains the key words that allow timber companies and their allies to claim that important public goods are 'regulated', while the act remains empty of meaningful obligations... In the past 11 years, the PMFL Council has imposed remediation and a fine only once." ("Whoa Neighbour: How privately managed forest land owners broke the social contract", Silviculture Magazine, Summer 2013).

Sad. But true.

Yours truly,



Gary Moore

c.c. Kim Farris, Robert Kojima

Whoa, Neighbour: How privately managed forest land owners broke the social contract

By Carrie Saxhaug

In a universe parallel to the one Rod Bealing describes in "Public Attention for Private Forests" (Silviculture Magazine, Spring 2013), the communities adjacent to lands regulated by the Private Managed Forest Land Act aren't hearing "Howdy, neighbour." They're hearing, "Please look the other way while we rip the heart out of your tourism industry, ruin your drinking watershed, close down opportunities for permanent forest jobs, deliver the final blow to declining fish runs, convert forest land into real estate developments and intensify the impacts that climate change will have on your lives. We're allowed. It's private land."

Public money creates a public duty

Since 1947 the province of BC has subsidized 'managed' forest land with lower property tax assessments. On Cortes Island, for example, I paid about \$62 in taxes in 2011 for each of my 20 inland acres. Island Timberlands (IT) paid between \$5 and \$6 for its inland acres a few kilometres away. On a land base of 1,800 Ha over a period of twenty years, this results in a comparative \$4.7 million property tax savings for IT. Even with the lower per acre value of large parcels, this is a multimillion dollar tax break. What is the public getting for these tax breaks? In Regional Districts such as the Cowichan Valley, the timber companies' lack of direct contribution to community coffers, or indirect contribution through permanent sustainable forestry or value added manufacturing jobs, has become a political issue.

The history of private managed forest lands is one of public largesse. The Big Three timber companies (TimberWest, Island

Timberlands and Western Forest Products) hold land that first became private in exchange for a public service: building a railway. The original social contract for Tree Farm Licenses (the logging rights to public lands) was to return that land to management under Crown regulation. But the timber companies very profitably broke that social contract- and the provincial government let them – when they released their private lands from TFLs.

The PMFLA

Doug Harris of the UBC Faculty of Law has described the PMFLA as "a highly flexible, industry-friendly Act, which does not prohibit activity on forestland, but provides incentives to forestland owners who comply with its provisions." Regarding values such as drinking water, soil, fisheries and critical habitat, the PMFLA has vague "management objectives" with no specific requirements. It's a perfect piece of legislation in that way: it contains the key words that allow timber companies and their allies to claim that important public goods are "regulated", while the Act remains empty of of meaningful obligations. In fact, it explicitly excludes the need to consider cumulative effects from activities on adjacent lands. Nor is the PMFLA reasonably enforced. In the past 11 years, the PMFLC has imposed remediation and a fine in only one instance.

The results of a "results based" regulatory regime

According to the Canadian Centre for Policy Alternatives, the results of the PFLMA include: logging at twice the sustainable rate; ever younger trees

logged; all of Island Timberland's Douglas fir "merchantable" stock slated for depletion in 25 years; loss of jobs because trees are no longer delivered to coastal mills; a huge increase in raw log exports from B.C.'s coast, 62 per cent of which come from private forestlands; and tens of thousands of hectares of private forestland being readied for sale as real estate developments or other "higher and better uses."

The new B.C. economy: Tourism

According to NDP MLA Bill Routley, under the BC Liberals, 35,000 forest jobs were lost and 17 manufacturing plants closed on Vancouver Island alone. Six million cubic metres of raw logs were exported in 2012. The sight of a single employee operating a feller buncher far up a deserted road could make any B.C. citizen weep – or, for that matter, watching the five or so container ships that leave Vancouver Island each month, full of raw logs.

The Liberals may have given the timber companies what they want, but the result is that communities have little or no stake in timber company operations. Instead, they depend on the hinterlands as a playground that attracts tourists from western B.C.'s burgeoning cities and, indeed, the world. Tourism, not timber has become the forests' biggest contribution to local economies.

In the Discovery Islands, tourism operators have joined forces to make their case to the province. According to their group:

- In 2008, B.C.'s tourism revenue exceeded its forestry revenues;
- For example, the Discovery Islands/



Bute Inlet area is no longer dependent on the forest sector - less than 11% of the regional GDP comes from logging, while at least 60 tourism operations employ over 650 people.

- Tourists come to the area to watch the southern grizzly bear populations; to play on the well known tidal rapids; enjoy the rich marine life including whales and fishing; and explore the 16 B.C. Marine Parks in addition to the land based B.C. Parks and Regional Parks.

Vancouver Island touts itself as an eco-tourism destination and people spend money to see wilderness, not clear cuts. It's not only citizens that protest logging now. Towns like Port Alberni and businesses like the Discovery Islands tourism operators do as well.

Drinking water

The PMFLA provides virtually no protection to drinking watersheds and the PMFLC provides virtually no enforcement. Vancouver Island has suffered extensive watershed destabilization and degradation with severe impacts on both drinking water supplies and fish habitat. Timber companies have stripped uplands of forest cover and rapid spring runoff creates flood damage followed by accentuated summer drought. Montane uplands have poor regeneration and the hydrological effects are long lasting.

Shawnigan Lake residents, who take their drinking water from the lake, have spent a decade fighting to protect it from the cumulative effects of logging, much of it on private lands owned by Island Timberlands

and TimberWest. According to one citizen, about 80% of the second growth on private lands has been logged over the last twenty years resulting in a loss of capacity for the surrounding forest to filter the water going into Shawnigan Lake.

One incident that reveals how well foxes guard henhouses occurred when the PMFLC failed to pursue a known violation until a citizen group sought enforcement. PMFLC found fault, rescinded the fine, and did not pursue any other responsible party.

Fish habitat

Bealing's assertion in the previous Silviculture Article that independent audits show that the fish habitat "value" has been protected to the same degree on private land as on public land suggests only that both are severely degraded. Impaired freshwater fish habitat, combined with increased ocean mortality from climate change, continues to drive the severe decline in fish stocks:

The Greater Georgia Basin Steelhead Recovery Plan website shows that nearly all the steelhead populations of Vancouver Island are of "extreme conservation concern," and private land logging is listed as the major culprit in a substantial number of streams.

Forest land into real estate developments

Timber companies can now cash out their various de facto public subsidies by selling lands for residential development, a so called "higher and better use" that is vastly more profitable to shareholders in the short term. These low elevation lands converted to development have some of



Cortes forests owned by Island Timberlands include the island's central groundwater recharge area and make Cortes a desirable tourism destination. Beyond such "ecosystem services," many island residents simply feel responsible for the continuing survival of the forests and the threatened species that are their wild neighbours: red legged frogs, blue grouse and northern goshawks, among others.

the best conditions for growing trees.

According to the CCPA, in 2007 TimberWest designated close to 17% of their 322,000 hectares as better suited for other uses. Island Timberlands' parent company, Brookfield Infrastructure Partners, told shareholders that about 5% of IT's 256,136 hectares are suitable for higher and better uses.

Timber companies pay no exit fee to compensate for their incredibly low property taxes if the land has been in the managed forest land class for more than 15 years. Remember how Island Timberlands pays something close to 10% of what I pay in taxes? It can turn around and sell its land at premium development prices without the province recouping any of the hundreds of millions of dollars in foregone tax revenue.



These photos show the the private managed forest land base between Campbell River and Comox in 1984 and 2012. This level of logging is representative of all the E&N railway grant lands of SE Vancouver Island. For more comparisons by year, go to world.time.com/timelapse/. For a map of PMFLA lands, go to www.pmfic.ca/maps/vi.pdf

"Independent" certification

As long as the timber companies can pretend that Sustainable Forestry Initiative (SFI) certification responds to community or ecological values, they will remain in their alternate universe. Recently Forest Ethics pointed out that SFI is an industry-conceived scheme that protects industrial forestry, not forests. In particular, SFI does not require the longer rotations and less intensive methods that would provide quality wood to sustain value added manufacturing that would lock up carbon in durable heartwood, and replenish the habitat that is currently being diminished.

The bubble has popped

Brookfield Infrastructure Partners (BIP) is negotiating to sell its 25% share of Island Timberlands for \$170 million, a deal expected to close in 2013. BIP found IT couldn't meet its target of a 12-15% return on equity. The target was based on an unrealistic expectation: that

communities will acquiesce to industrial logging followed by rezoning for residential use. They will not.

Communities are banding together for strength, such as the citizens of Roberts Creek, the Sunshine Coast, Qualicum Beach, Cortes Island and Port Alberni who demand that Island Timberlands incorporate community aspirations into their operations. Markets campaigns are going forward, to help consumers link forest products to socially inoperable lands. Pensioners are awakening to the fact that their pension funds (e.g. PSP and bclMC) own the companies that are decimating Vancouver Island's forests and they are demanding reform.

Climate Change

Bealing's article ignores how industrial logging intensifies the serious risks to water and food security imposed by climate change. First, it's a major contributor: logging in BC releases more carbon emissions than the tailpipes of BC's cars. Second, it increases spring flooding and summer drought. Climate models predict that Vancouver Island will have more water shortages. Warmer, wetter winters will reduce snowpack. Cool, wet springs will increase spring floods. Warmer, drier summers will mean regular droughts with drinking water and agricultural water shortages. Timber companies don't account for these profound changes and they put community water supplies at risk.

Whoa, neighbour!

If the author of "Public attention to private forests" really wants to know why so many British Columbians are so angry with private forestry, he might consider how patronizingly phony his "Howdy, neighbour!" sounds to actual neighbours. The Big Three export raw logs (and jobs), use machine-intensive logging practices and remove their land from TFLs so they can "log and flog" it. These practices hurt tourism jobs, future forest economies, drinking watersheds, fish habitat and ecosystems. They also destroy the resilience we will need as climate change intensifies the flood/drought cycle that many communities already face.

Timber companies have sought and received public largesse. In exchange, they have a public responsibility to conduct truly sustainable logging that maintains forests as healthy ecosystems and supports tourism jobs, long term forest employment, fish habitat, drinking water supplies and the integrity of community landscapes. British Columbians are justifiably angry that private forestry so flagrantly and consistently breaches its social contract. Demanding rights but refusing responsibilities goes by many names. "Neighbourly" certainly isn't one of them. †

Carrie Saxifrage owns land on Cortes Island where she has advocated for ecosystem based forestry on private and Crown forest lands for nearly two decades. She reports on sustainability issues for thevancouverobserver.com.

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- QST3Faller Evaluations
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Contact John Courchesne at 250 819-8733
bbradlankidd@yahoo.ca | Lillooet, BC



Islands Trust

BYLAW REFERRAL FORM

Suite 200, 1627 Fort Street
Victoria, B.C. BC V8R 1H8
Ph: (250) 405-5151
Fax: (250) 405-5155
information@islandstrust.bc.ca
www.islandstrust.bc.ca

Island: Thetis Island Local Trust Area **Bylaw No.s:** 96 & 97 **Date:** December 2, 2015

You are requested to comment on the attached Bylaws for potential effect on your agency's interests. We would appreciate your response within 30 days. If no response is received within that time, it will be assumed that your agency's interests are unaffected.

APPLICANTS NAME / ADDRESS: Penelakut Seafoods Ltd. P.O. Box 360, Chemainus, BC V0R 1K0

PURPOSE OF BYLAWS:

Bylaw No. 96:

To amend the Thetis Island Official Community Plan Bylaw No. 88 by changing the designation of the unsurveyed Crown foreshore or land covered by water being part of the bed of Clam Bay, Cowichan District from undesignated to Mariculture (M) to allow for the use of mariculture activities.

Bylaw No. 97:

To amend the Thetis Island Land Use Bylaw No. 89 by changing the zoning classification of the unsurveyed Crown foreshore or land covered by water being part of the bed of Clam Bay, Cowichan District from Water 4 (W-4) to Water 5 (W-5) to allow for the use of mariculture activities.

For staff reports and background information please see the Thetis Island webpage:

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

GENERAL LOCATION:

Crown foreshore in Clam Bay (locally known as 'The Cut'), Cowichan District, directly adjacent to the southern shoreline of Thetis Island.

LEGAL DESCRIPTION:

Unsurveyed Crown foreshore or land covered by water being part of the bed of Clam Bay, Cowichan District

SIZE OF PROPERTY AFFECTED:

Approximately 19.4 ha

ALR STATUS:

n/a

OFFICIAL COMMUNITY PLAN DESIGNATION:

undesignated

OTHER INFORMATION:

Additional information, including the current bylaws, is available at: www.islandstrust.bc.ca

Please fill out the Response Summary on the back of this form. If your agency's interests are "Unaffected", no further information is necessary. In all other cases, we would appreciate receiving additional information to substantiate your position and, if necessary, outline any conditions related to your position. Please note any legislation or official government policy which would affect our consideration of this Bylaw.

(Signature)

Name:

Marnie Eggen

Title:
Contact Info

A/Island Planner

Tel: 250-247-2210

Email: meggen@islandstrust.bc.ca

PLEASE TURN OVER

This referral has been sent to the following agencies:

Federal Agencies

Fisheries and Oceans Canada
Environment Canada
Parks Canada
Transport Canada

Regional Agencies

Cowichan Valley Regional District

Provincial Agencies

Ministry of Environment
Ministry of Community, Sport and Cultural Development
Ministry of Forest, Lands & Natural Resource Operations
- Aquaculture Branch
- Archaeology Branch
- Ecosystems Branch
Island Health

Adjacent Local Trust Committees and Municipalities

Galiano Island Local Trust Committee
Salt Spring Island Local Trust Committee
Gabriola Island Local Trust Committee
Town of Ladysmith
Municipality of North Cowichan

Non-Agency Referrals

Islands Trust – Bylaw Enforcement
School District No. 79 (Cowichan Valley)

First Nations

Semiahmoo First Nation
Stz'uminus First Nation
Halalt First Nation
Lake Cowichan First Nation
Lyackson First Nation
Penelakut Tribe
Hul'qumi'num Treaty Group

BYLAW REFERRAL FORM RESPONSE SUMMARY

☐

Approval Recommended for Reasons Outlined Below

☐

Approval Recommended Subject to Conditions Outlined Below

☐

Interests Unaffected by Bylaw

☐

Approval Not Recommended Due to Reason Outlined Below

Thetis Island Local Trust Area

(Island)

(Signature)

(Date)

Amendment Bylaw No. 96
(Amending Thetis Official Community Plan Bylaw No. 88)

(Bylaw Number)

(Name and Title)

(Agency)

BYLAW REFERRAL FORM RESPONSE SUMMARY

☐

Approval Recommended for Reasons Outlined Below

☐

Approval Recommended Subject to Conditions Outlined Below

☐

Interests Unaffected by Bylaw

☐

Approval Not Recommended Due to Reason Outlined Below

Thetis Island Local Trust Area

(Island)

(Signature)

(Date)

Amendment Bylaw No. 97
(Amending Thetis Land Use Bylaw No. 89)

(Bylaw Number)

(Name and Title)

(Agency)

STAFF REPORT

Date: January 21, 2016

File No.: GL-TUP-2015.1
(Woodstone)

To: Galiano Island Local Trust Committee
For the meeting of February 1, 2016

From: Kim Farris, A/Planner 2

CC: Robert Kojima, Regional Planning Manager

Re: Staff Report – Temporary Use Permit (TUP)

Owner: Woodstone Country Inn Ltd., Inc No. 357, 040

Applicant: Geoff Greenwell

Description: Lot A, District Lot 3, Galiano Island, Cowichan District, Plan 48087

PID: 013-184-261

Civic Address: 743 Georgeson Bay Road

PURPOSE:

This application is for a Temporary Use Permit (TUP) to permit an existing building (formally known as the Woodstone Inn) to be used as a dwelling unit and an accessory Bed and Breakfast. A draft temporary use permit is attached for the Galiano Island Local Trust Committee's (LTC) consideration.

BACKGROUND:

The subject property was once split zoned Visitor Accommodation (Inn) – C3 and Rural Residential (RR). Prior to 2009, a large building located on the C3 zoned portion of the property was used as the Woodstone Inn providing commercial accommodation on Galiano Island. The RR portion of the property remained vacant.

In 2009, an application was received to rezone a portion of the property to permit an eating disorder clinic in the Woodstone building. The C3 zoned portion of the land was subsequently rezoned to a Health & Wellness (HW) zone that only permitted residential treatment facilities for the treatment of eating disorders. The HW zone was drafted specifically for this property as it only allowed one primary specific land use (eating disorder treatment centres). An OCP amendment was also required to redesignate a portion of the land from Visitor Accommodation (VA) to Health & Wellness Facility (HF). No changes were made to the portion of the property zoned RR and designated Rural Residential.

The site specific nature of the HW zone limits the potential to reuse the existing building for any other purpose. The eating disorder clinic is no longer in operation and the current property owners have listed the property for sale.

THE PROPOSAL:

The potential buyer has applied for a TUP in order to use the Woodstone/treatment facility building as a dwelling unit for his family as the proposed use does not comply with the HW zoning. The applicant is also requesting to use the building as a Bed and Breakfast with a maximum of three bedrooms for paying guests. The applicant states that the rationale for requesting a TUP rather than a rezoning application is due to the time restrictions with selling and purchasing the property. They would like to purchase the property as quickly as possible in order to release the funds back to the current property owner (a not-for-profit organization). The TUP would also allow the applicant to test run the commercial accommodation (Bed and Breakfast) business to determine the viability as a long term use.

The proposal also includes completing cosmetic improvement to the interior of the building. No exterior alterations are proposed for the buildings and structures on the property at this time.

After the expiry of the TUP, the applicant may apply to rezone the property back to the C3 zoning to permit an inn if they believe a larger commercial accommodation operation is viable.

A draft copy of the TUP is attached. The TUP is only applicable to HW zoned portion of the property. The RR zoned portion remains as is.

SITE CONTEXT:

The subject property is 3.6 hectares in area and is split zoned between the Health and Wellness (HW) zone and the Rural Residential (RR) zone. The HW portion contains the building formerly used as the Woodstone Inn and the RR portion is undeveloped land. The Woodstone Inn building was also formally operated as a facility for eating disorders. The Woodstone building is not currently used as an eating disorder clinic and the property is currently for sale.

The main building is two storeys and faces south towards a large agricultural field. Other buildings and structures on the lot include a detached garage, water pump shed and a septic holding tank and percolation field. There is a circular driveway coming on to the property via a panhandle off of Georgeson Bay Road.

The subject property is surrounded by Agriculture zoned parcels with the exception of a RR zoned parcel to the north, and Single Lot Residential zone parcels to the west across Georgeson Bay Road.

A stream and wetland area is located on the undeveloped western edge of the property within the RR zone portion of the property. This portion of the property is not included in the TUP proposal.

Figure 1 – Subject Property Map

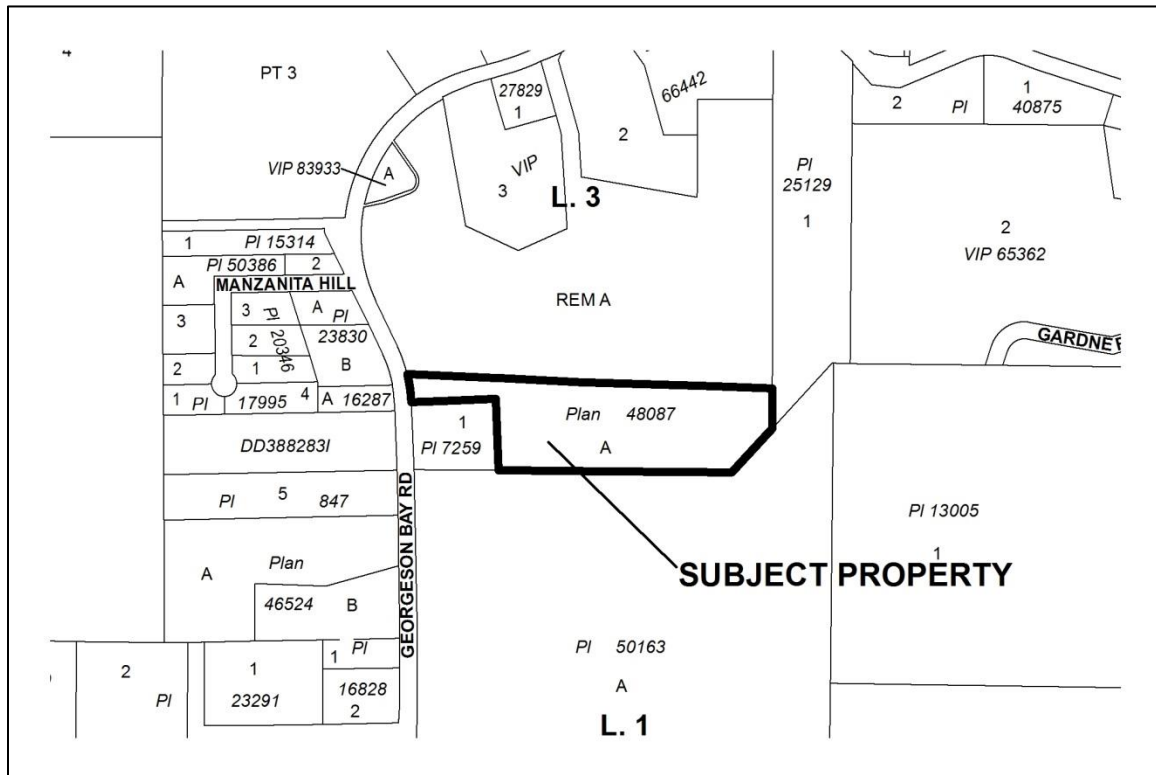


Figure 2 – Orthophoto



CURRENT PLANNING STATUS OF SUBJECT LANDS:

Islands Trust Policy Statement:

For the purpose of this report the policies that seem most applicable are policies regarding: social impacts of development and economic opportunities.

The following policies may have relevance to the consideration of this application:

- 4.4.2 *Local Trust Committees and Island Municipalities shall, in their official community plans and regulatory bylaws, address measures that ensure neither the density nor intensity of land use is increased in areas which are known to have a problem with the quality or quantity of the supply of freshwater, water quality is maintained, and existing, anticipated and seasonal demands for water are considered and allowed for.*
- 5.2.3 *Local trust committees and island municipalities shall, in their official community plans and regulatory bylaws, address policies related to the aesthetic, environmental and social impacts of development.*
- 5.2.5 *Local Trust Committees and Island Municipalities shall, in their official community plans and regulatory bylaws, address means for achieving efficient use of the land base without exceeding any density limits defined in their official community plans.*
- 5.7.2 *Local trust committees and island municipalities shall, in their official community plans and regulatory bylaws, address economic opportunities that are compatible with conservation of resources and protection of community character.*
- 5.8.6 *Local Trust Committees and Island Municipalities shall, in their official community plans and regulatory bylaws, address their community's current and projected housing requirements and the long-term needs for educational, institutional, community and health-related facilities and services, as well as the cultural and recreational facilities and services.*

Official Community Plan

The property is split-designated Health & Wellness Facility (HF) and Rural Residential (RR) in the Galiano Island Official Community Plan Bylaw No.108, 1995 (OCP). The TUP would only apply to the HF designated portion of the property.

The Galiano Island OCP outlines objectives for a Temporary Use Permit. The following are applicable objectives in relation to this proposal:

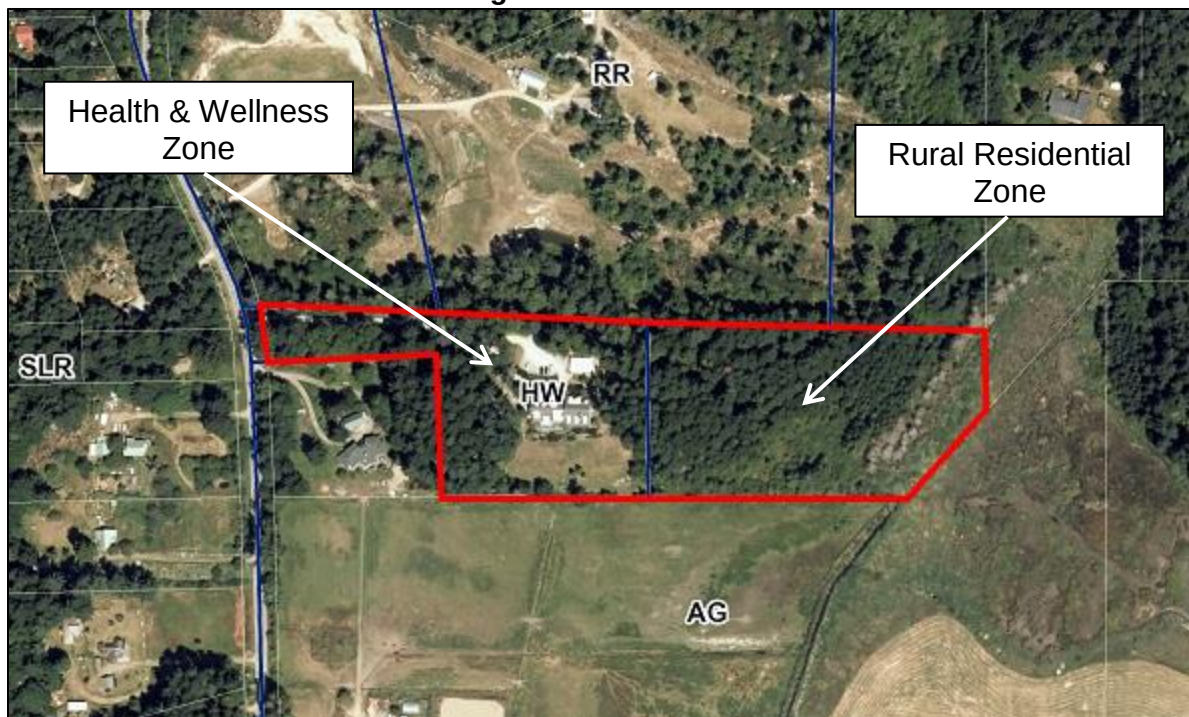
- i. Permits for temporary uses may be issued for short term uses or as a test of the compatibility of the proposed land use, which may not have been anticipated, with existing uses.
- ii. Permits can be issued for any period up to three years and could be considered for renewal once for any further period up to three years.

Land Use Bylaw

The property is split zoned Health and Wellness (HW) and Rural Residential (RR). The proposed TUP will only apply to the HW zoned portion of the property. The following are permitted uses for the HW zone:

- 8.5.1 - In the Health and Wellness 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.
 - 8.5.1.1 - residential treatment facilities for the treatment of eating disorders.
- 8.5.2 - For the purposes of this bylaw, a residential treatment facility is a building comprising of up to 12 treatment facility accommodation rooms and a dwelling unit for the owner, employee or operator, all contained in a single building. A treatment facility accommodation room is meant to provide for the sleeping accommodation of the facility residents only and each room cannot exceed 30 square metres in floor area.
- 8.5.3 - Despite subsection 8.5.2, on the HW zoned portion of land legally described as Lot A, District Lot 3, Galiano Island, Cowichan District, Plan 48087 the dwelling unit for the owner operator may be in a separate building.

Figure 3 – Land Use



Islands Trust Fund

There are no Island Trust Fund Board properties or covenants in proximity to the subject property.

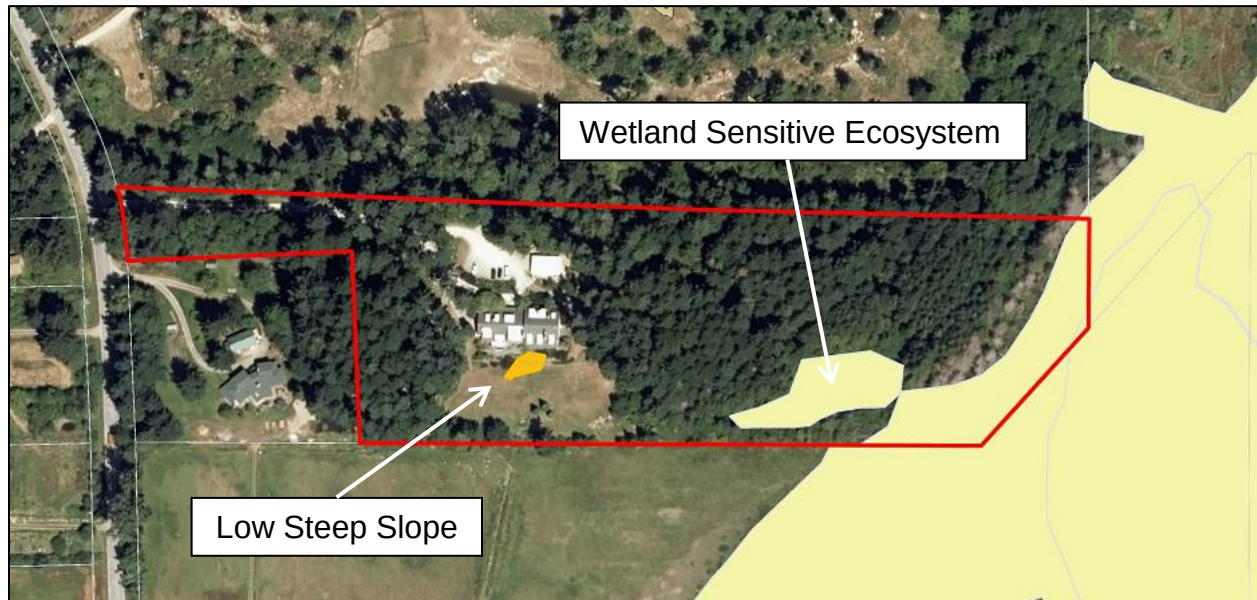
Regional Conservation Plan

This application has no considerations for the Regional Conservation Plan.

Sensitive Ecosystems and Hazard Areas

A small portion of the western portion of the property is located within a wetland sensitive ecosystem area and there is a small area south of the dwelling unit indicating a low risk steep slope hazard. There are no anticipated impacts as from the proposed TUP.

Figure 4 – Wetland Sensitive Ecosystem & Steep Slope Hazards



Archaeological Sites

The Provincial RAAD mapping shows no listed archaeological sites on the subject property.

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 *Heritage Conservation Act*. 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 at (250) 953-3334 as a *Heritage Conservation Act* permit may be needed before further development is undertaken. This may involve the need to hire a qualified archaeologist to monitor the work.

Covenants

There are two covenants on the subject property.

EC14291 – Place on the property title in 1989 and is in favour of Capital Regional Health Services regarding septic disposal. A referral was sent to Island Health for comment.

EC14292 – In favour of the Islands Trust restricting further subdivision of the lot and restricting type of liquor licence that can be obtained.

Bylaw Enforcement:

There are no bylaw enforcement files associated with this property.

Climate Change Mitigation and Adaptation

There is a benefit to reuse an existing building compared to constructing a new dwelling unit. The reuse of the building reduces the potential of a larger buildable footprint on the property, and eliminates construction activities that contribute to climate change (construction and transportation of building material).

COMMUNITY INFORMATION MEETING(S):

Temporary Use Permits are not required to have a Community Information Meetings or public hearings. The draft TUP was advertised in the local newspaper and the surrounding property owners were notified prior to final consideration by the LTC at a regularly scheduled meeting.

RESULTS OF CIRCULATION:

The notification period for this application began on January 18, 2016, and will continue until January 29, 2016. At the writing of this report, staff received one letter with comments (attached). Should staff receive any further submissions prior to the February 1, 2016 LTC meeting, these will be presented at that time.

STAFF COMMENTS:

This application is for a Temporary Use Permit (TUP) to permit the existing Woodstone building to be used as a dwelling unit, an accessory Bed and Breakfast, and for the use of existing buildings and structures accessory to the residential use.

Temporary Use Permits:

A Temporary Use Permit (TUP) is a flexible planning tool used to permit and regulate a use on a property that would otherwise not be permitted due to the current zoning. A TUP can be issued for a period of up to 3 years, with a possibility of renewal for up to an additional 3 years. The granting of the permit, the conditions of the permit, the length of the permit, and whether or not it will be granted renewal are all at the discretion of the LTC. Any construction, demolition or land alteration associated with a TUP may not commence until a temporary use permit is obtained for the project. A TUP can also be used to test whether or not the proposed use is appropriate at the subject site, in advance of anticipated future rezoning applications.

Land Use Bylaw:

The building, known as the Woodstone, is currently located within the Health and Wellness (HW) zone on the subject property. The HW zone only permits residential treatment facilities for the treatment of eating disorders. The zoning also permits a dwelling unit for the owner operator of the treatment facility within the HW zone.

The proposal to use the building as a residential dwelling unit is not permitted by zoning and therefore a TUP or rezoning application is required to permit the residential use not associated with a treatment facility.

Draft TUP:

The TUP is only applicable to the HW zone where the existing buildings and accessory structures are currently located. The permit outlines the following uses that would be permitted if the TUP is approved:

- a) one Dwelling Unit within the existing Woodstone building located within the Health and Wellness (HW) zoned portion of the property;
- b) an accessory Bed and Breakfast wholly contained in the Dwelling Unit located within the HW zone; and

- c) buildings and structures accessory to the residential use (Dwelling Unit).

The applicant at this time is not proposing to construct new buildings or structures, but to update the interior of the main Woodstone building. The TUP as drafted would also allow the applicant to use the existing garage, and existing accessory structures for residential use within the HW zone. If the applicant wishes to construct new buildings or structures, they must conform with the Land Use Bylaw and current zoning (HW).

The draft TUP also includes conditions that reflect the applicable regulations for a home occupation for a Bed and Breakfast in the Galiano Island Land Use Bylaw:

- a) the operator of the Bed and Breakfast or the property owner must reside in the Dwelling Unit where the Bed and Breakfast is operated;
- b) no more than three persons may be employed in relation to the operation of the Bed and Breakfast;
- c) the Bed and Breakfast must not exceed three bedrooms used to accommodate paying guests;
- d) a maximum of one unilluminated nameplate sign not exceeding 0.6 square metres in area; and
- e) the Bed and Breakfast must not generate waste, noise, illumination or electrical interference ordinarily detectable off the lot on which the Bed and Breakfast is operated or consume more groundwater than would normally be consumed by a residential use of land.

These conditions are included in the TUP as the Bed and Breakfast would not be considered a home occupation as defined in the Galiano LUB. A home occupation is defined as an accessory commercial use conducted on a residential lot.

The LTC has the discretion to add or remove any of the conditions outline in the draft TUP. Although once the TUP is issued, the conditions cannot be amended. Minor changes to the conditions are permitted at the time of TUP renewal.

Implications:

The current HW zone limits the potential to reuse any of buildings and structures on the property. When the property was in the process of being rezoned in 2009, staff identified issues with creating a zone that would only permit one primary site specific use. Staff at that time recommended adding a site specific use for this property to the C3 zone in order to retain the existing C3 uses while allowing a treatment facility centre for this property. This option addressed the concern that if the eating disorder clinic was no longer viable, or becomes an intermittent use, the property owners could use the property for C3 tourist accommodation purposes without going through a rezoning process.

The applicants are now left with two options in order to move forward with their proposal: TUP or a rezoning application. A TUP would provide the applicants an opportunity to complete the necessary interior improvements and initiate a commercial visitor accommodation business by means of a Bed and Breakfast. As stated in the OCP, a TUP “permits for temporary uses may be issued for short term uses or as a test of the compatibility of the proposed land use, which may not have been anticipated, with existing uses.” Issuance of this TUP would allow the applicants three years, with the potential for renewal, to determine if visitor accommodation is a viable business.

Currently the building is not used as the treatment facility as the eating disorder clinic is no longer in operation. A Bed and Breakfast would provide visitor accommodation options to those visiting Galiano Island and could provide employment to local community members.

A change of use can lead to increased use on groundwater and sewage facilities. Staff is of the opinion that the proposed use is similar, in terms of intensity of use, to those permitted in the HW zone and do not anticipate impacts to water and sewage.

OPTIONS

The Galiano Island Local Trust Committee can consider the following options:

1. To issue the TUP as drafted and attached to this report;
2. To issue the TUP with amendments; or
3. To not issue the TUP.

Staff supports the application for a TUP to reuse existing buildings and structures on the subject property for the proposed uses within the HW zone. The TUP would provide the property owner an opportunity to provide visitor accommodation options on Galiano, and could potentially lead to employment opportunities. Staff will encourage the applicant to apply to rezone the property after the TUP expiry.

RECOMMENDATION:

THAT Temporary Use Permit GL-TUP-2015.1 (Woodstone) **BE APPROVED.**

Prepared and Submitted by:



Kim Farris
A/Planner 2

January 21, 2016
Date

Concurred in by:

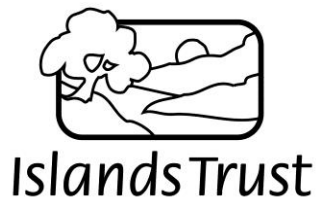


Robert Kojima
Regional Planning Manager

January 22, 2016
Date

Attachments:

1. Draft TUP GL-TUP-2015.1 (Woodstone)
2. Notice for GL-TUP-2015.1 (Woodstone)
3. Community Letter – dated November 26, 2015



PROPOSED

GALIANO ISLAND LOCAL TRUST COMMITTEE TEMPORARY USE PERMIT GL-TUP-2015.1 (Woodstone)

743 Georgeson Bay Road

To: Woodstone Country Inn Ltd., Inc No. 357, 040

1. This Permit applies to the land described below:

Lot A, District Lot 3, Galiano Island, Cowichan District, Plan 48087,
PID: 013-184-261.

2. This Permit is issued for the purpose of permitting the owner to conduct the following uses on their property:

- a) one Dwelling Unit within the existing Woodstone building located within the Health and Wellness (HW) zoned portion of the property; and
- b) an accessory Bed and Breakfast wholly contained in the Dwelling Unit located within the HW zone; and
- c) buildings and structures accessory to the residential use (Dwelling Unit);

3. and is subject to the following conditions:

- a) the operator of the Bed and Breakfast or the property owner must reside in the Dwelling Unit where the Bed and Breakfast is operated;
- b) no more than three persons may be employed in relation to the operation of the Bed and Breakfast;
- c) the Bed and Breakfast must not exceed three bedrooms used to accommodate paying guests;
- d) a maximum of one unilluminated nameplate sign not exceeding 0.6 square metres in area; and
- e) the Bed and Breakfast must not generate waste, noise, illumination or electrical interference ordinarily detectable off the lot on which the Bed and Breakfast is operated or consume more groundwater than would normally be consumed by a residential use of land.

4. This permit is valid for three years from date of issuance of the permit and upon expiry of the permit the owner of the site shall discontinue the temporary use to the satisfaction of the Islands Trust.

5. 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 approvals from the Capital Regional District, Vancouver Island Health Authority and Ministry of Transportation and Infrastructure.

AUTHORIZING RESOLUTION PASSED BY THE GALIANO ISLAND LOCAL TRUST COMMITTEE THIS Xth DAY OF MONTH, 201X.

Deputy Secretary, Islands Trust



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November 26th, 2015
Islands Trust
200 – 1627 Fort Street
Victoria, BC V8R 1H8

Attention: Planning Staff and Trustees
RE: Temporary Use Application for 743 Georgeson Bay Road, Galiano Island

Dear Galiano Island Trustees:

As the current owners of [REDACTED] Galiano Island [REDACTED] we are writing to support the application for a Temporary Use Permit (TUP) filed by our agent Mr. Geoff Greenwell to allow the property to be used as a *Rural Residential* residence that also would allow for bed and breakfast use with a limit of 3 rooms.

Mr. Greenwell has recently presented us, The Looking Glass Foundation, with an offer to purchase our Galiano property. Our rationale for supporting a TUP rather than a rezoning at this time is that we see the benefits for all with this transaction.

While on Galiano, we enjoyed the support of the community. That support allowed us to take our vision of establishing the first residential centre for youth suffering with eating disorders from dream to reality and we, and the families that have utilized the service, are forever grateful. The community as a whole took a leap of faith with us and good things came from it. It is our belief that permitting this change of use will, once again, allow good things to grow from a sound decision.

We would like to continue to grow the Looking Glass Foundation and the sale of the Galiano property will allow us to expand our portfolio of programs that support the families of both BC and across Canada. As you recall, when we altered the zoning for our purposes the staff report dated October 2009, noted the need for overnight accommodation on the island. Knowing well the issues the island has with the lack of tourist accommodation, it was felt there would be merit and less disruption of service to the community if the two uses were to be allowed. This recommendation was not formally adopted however, people within the community expressed their support of a change of use should Looking Glass leave the island. If we are not permitted to support a change of use, the house will sit empty with no benefit to Galiano.

For Galiano, deciding to support this initiative to revert back to its former use, allows the community to think ahead to next summer quickly increasing the number of available beds on the island. This would also reinvigorate Woodstone with opportunities for both employment and new visitors.

For Mr. Greenwall, the prospective purchaser, it provides the opportunity for him to own a beautiful property as well as be a contributing member to the greater Galiano community by providing a reinvented Woodstone.

The Woodstone has long been a prized legacy of the island. It has seen a number of reinventions of itself going from a private home, to the well loved Woodstone Inn, to the sanctuary known as the Woodstone Residence. With each change of use the community of Galiano came together supporting the changes and the community prospered in wonderful ways. Supporting this change of use will allow that legacy to continue.

We hope that the Islands Trust and its Galiano Trustees will see this application in a favourable light. If you require any further information or need to contact my email is [REDACTED] and my phone number is [REDACTED] or cell [REDACTED]

Yours Truly

[REDACTED]

Deborah Grimm
Co – Founder and Past President
The Looking Glass Foundation

STAFF REPORT

Date: January 25, 2016

File No.: GL-RZ-2014.1
Crystal Mountain

To: Galiano Island Local Trust Committee
For the meeting of February 1, 2016

From: Kim Farris
A/Planner 2

CC: Robert Kojima
Regional Planning Manager

Re: Preliminary Report - Bylaw Amendment Application

Owner: Crystal Mountain – A Society for Eastern and Western Studies
Applicant: Stephen and Helen Foster
Location: Lot A, Districts Lots 88 and 89, Galiano Island, Cowichan District, Plan VIP68079 AND Lot 9, District Lot 90, Galiano Island, Cowichan District, Plan 31200

PURPOSE OF REPORT:

This staff report will provide an update on the status of this application and options to proceed with the application. Background information on the property, the proposal, correspondence, and previous staff reports are available on the LTC webpage under [Current Applications](#)

BACKGROUND:

At the December 7, 2015 regular meeting the Galiano Island Local Trust Committee (LTC) passed the following resolution:

“GL-2015-115

It was MOVED and SECONDED,

THAT, the Galiano Island Local Trust Committee support the recommendation of the Galiano Island Advisory Planning Commission dated June 29, 2015;

“The Galiano Island Advisory Planning Commission recommends that the Local Trust Committee work with the Trust Fund Board to produce, in writing, options that can be considered to make the transfer of title to the Trust Fund Board to provide the necessary privacy for the applicant that is integral for their project while providing the community benefit, as required by the Official Community Plan.”

And that staff be requested to arrange a meeting between the Galiano Island Local Trust Committee and the Trust Fund Board to discuss this matter.”

“GL-2015-116

It was MOVED and SECONDED,

THAT, the Galiano Island Local Trust Committee directs staff to report back with research regarding Retreat Zones on other islands and analysis of the potential for using the Visitor Accommodation Zone.”

A reference was made in the November 27, 2015 staff report to a discussion between the Islands Trust Fund (staff) and Islands Trust Planning staff. It should be noted that at this time a land donation by the applicant has not been presented nor discussed with the Trust Fund Board. The Trust Fund Board has received a conservation covenant proposal from the applicant. At the November 2014 Trust Fund Board meeting, the following motion was passed:

“It was moved and seconded that the Trust Fund Board approve the Crystal Mountain proposal to covenant approximately 18.3 ha of the lands described:

- a) Lot 9, District Lot 90, Galiano Island, Cowichan District, Plan 31200, PID# 000-851-035; and,
- b) Lot A, District Lots 88 and 89, Galiano Island Cowichan District, Plan VIP 68079, PID # 024-351-041, subject to the successful negotiation of an endowment.”

STAFF COMMENTS:

Trust Fund Board Meeting:

At the December 7, 2015 the LTC requested staff, based on recommendations from the Galiano Island Advisory Planning Commission (APC), to organize a meeting between the Trust Fund Board and the LTC to discuss transferring title (land donation) for the Crystal Mountain rezoning proposal.

During the process of discussing meeting options with the Manager of the Island Trust Fund (ITF), it became apparent that the Trust Fund Board’s specific policies concerning covenant or land transfer proposals made it difficult for the TFB to meet with the LTC as requested (see attached Trust Fund Board Policies 2.2 and 3.2).

The following is an excerpt from Islands Trust Fund Board Policy 3.2 - Communicating Information Regarding Covenant and Acquisition Projects (Policy 3.2 attached to staff report):

Projects Initiated by Local Trust Committee/Island Municipality and Landowner:

3. If a Local Trust Committee wishes to initiate a project with the Trust Fund Board the following will be required before the Board will consider the project:

- the Local Trust Committee/Island Municipality to facilitate a meeting of Islands Trust Fund and Planning staff with the landowner, if necessary, to determine if the project meets the criteria of the Trust Fund Board and to explain the Board’s processes and timeframes.
- Islands Trust Fund staff to conduct a site visit if it appears the project fits the Board’s criteria to document the features and values and property characteristics.

- A conservation proposal from the landowners, or planner on behalf of the LTC/IM, (see conservation proposal outline: www.islandstrustfund.bc.ca/media/43652/2015-conservation-proposal-form-development.pdf). The conservation proposal will clarify that the landowner's position regarding the dissemination of information.

As an option, staff could organize a meeting with the Islands Trust Fund (ITF) staff to discuss options for the Crystal Mountain proposal with regards to land donation or a conservation covenant. However, the applicants have re-iterated in recently submitted correspondence to the LTC (attached) that "Crystal Mountain's intentions are that the whole of its lands remain a forest, unfragmented by subdivision and protected by a forest restoration covenant as a community benefit."

Any meeting involving the LTC would be scheduled as a Special LTC Meeting, would involve the applicants, and be open to the public. If the LTC wishes to move forward with scheduling a meeting with the ITF staff, the time and place of the meeting will be posted on the LTC website.

Retreat Zones:

The following are examples of retreat zones or land use contracts within the Islands Trust.

Salt Spring Island:

Retreat name: Kunzang Dechen Osel Ling (Mount Tuam Buddhist Retreat)

Salt Spring Land Use Bylaw No. 355 – Rural Uplands 1(b) – RU1(b):

- "(22) The following additional uses, buildings and structures are permitted:*
- (a) Religious retreat, including reception and retreat centres.*
 - (b) Meditation halls and meditation cabins.*
 - (c) Farm buildings and structures.*
- (23) The following use is not permitted:*
- (a) Intensive agriculture.*
- (24) The following regulations regarding size, siting and density apply:*
- (a) There are to be no more than 2 retreat centres, 1 meditation hall, 6 meditation cabins and 1 reception centre per 65 ha.*
 - (b) No building or structure may be located within 20 metres of any front, rear, interior side or exterior side lot lines.*
- (25) The minimum area of an individual lot that may be created through subdivision is 32 ha."*

Retreat name: Salt Spring Centre of Yoga - Dharma Sara Satsang Society

Salt Spring Land Use Contract Bylaw No. 12, 1978 (Amended by Bylaw No. 178 in 1988):

"Permitted Uses - the following uses and no others shall be permitted on the land described in Schedule G:

- a) Educational and religious programs and assembly dealing with physical, spiritual and mental health and the creative arts;*
- b) Agriculture and Silviculture;*
- c) Artist and artisan studios;*
- d) Staff housing;*
- e) Provision of food and lodging for residents, staff and for participants in programs allowed in (a) above;*

f) Accessory recreational use.”

Denman Island:

Retreat name: Dharma Fellowship - DE-RZ-2007.2

Denman Island Land Use Bylaw No. 186 – Split Zoned A(7) and IN(4)

Agriculture 7 (A(7)) – Site Specific Zoning:

“1 - In addition to the uses listed in Table 1 of this section, hermitage is a permitted accessory use.

2 - In addition to the buildings and structures listed in Table 2 of this section, mobile accessory buildings for overnight accommodation of people participating in the activities or programs of a hermitage on the same lot are permitted.

3 - Despite section 2.1(4) up to eight mobile accessory buildings with a floor area not greater than 10m² each may be used for overnight accommodation of hermitage participants.”

Institutional 4 (IN(4)) – Site Specific Zoning:

“1 - Despite Table 1 of this section, only hermitage is a permitted use.

2 - In addition to the buildings and structures listed in Table 2 of this section, buildings and structures to accommodate a hermitage including those for overnight accommodation of hermitage participants are permitted.”

The Denman Island LUB defines hermitage as “a spiritual retreat centre that may also offer educational programs and provides overnight accommodation and meals to guests participating in its programs and activities.”

Other Accommodation Uses:

The following are examples of another type limited and specific accommodation uses (religious camps) in other Local Trust Area's (LTAs) land use bylaws:

Gambier Island LUB

Recreational Camps - mean a use managed by a non-profit society or other noncommercial organization which provides for public or private assembly and overnight accommodation for recreational, educational and religious purposes, and may include upland area facilities for meeting, camping, sleeping and recreation and marine area facilities including moorage, boat launching facilities and swimming floats but excludes correctional and related rehabilitational uses.

North Pender Island LUB

Camp Facility - means lands, buildings, and structures used periodically for eating, sleeping, recreation and education activities serving the needs of organizations or large groups and not intended for commercial guest accommodation or use by the travelling public.

Generally, visitor accommodation is intended to provide temporary accommodation to the traveling public while providing accessory visitor services. While visitor accommodation is generally a commercial-based use as it has a pay-for-service function intended to generate a profit, the above are examples of how zoning can also permit narrowly defined and site specific accommodation uses.

Uses in visitor accommodation zones, or in any zone, can be narrow in scope to allow a certain specific use, or alternatively, include multiple permitted uses. There are pros and cons to each approach. Allowing only a site specific use limits the reuse of the property. A similar example is the site specific zoning for the Woodstone Inn property. In 2009 a portion of the property was rezoned to allow for a site specific use – a treatment facility for eating disorder uses. The treatment clinic is no longer in operation and now a potential property purchaser must apply for a Temporary Use Permit (TUP) or rezone the property to permit any other uses. A benefit to this approach is the LTC has the ability to review and approve new land proposals for the property through the rezoning or TUP process. On the other hand, allowing multiple uses allows the property to be used for other proposals that comply with the current zoning.

In summary, the above are examples of how zoning can provide for a narrowly defined use that would permit the type of activity that Crystal Mountain is proposing without permitting more conventional commercial visitor accommodation uses.

In addition, other land use regulatory tools such as a covenant could be placed on the property that would limit the use of the land as a retreat meditation use for non-profit societies only. The applicant has stated that the Crystal Mountain Society is a non-profit charitable organization that collects fees to cover costs, with additional funds received as charitable donations.

Correspondence:

All correspondence received by the LTC will be posted on the LTC's [Current Applications - correspondence](#) webpage.

Options:

As the applicants are proposing to provide a covenant at this time, the Local Trust Committee has the following options:

1. resolve to proceed no further with application in the absence of a land donation;
2. proceed with the application and give direction to staff to draft bylaws on the basis that 75 percent of the land be protected with a conservation covenant; or
3. defer further consideration and request staff schedule a meeting between the LTC, the applicant, and Islands Trust Fund staff.

Given the LTC's direction at the last meeting, staff suggest that there may still be merit in scheduling a special meeting between Islands Trust Fund staff, the applicant, and the LTC to discuss options to covenant or donate land.

RECOMMENDATIONS:

1. THAT the Galiano Island Local Trust Committee request staff proceed with scheduling a Special Meeting with the LTC and Islands Trust Fund staff to discuss the Trust Fund Board policies and procedures in relation to the Crystal Mountain rezoning application.

Prepared and Submitted by:



A/Planner 2

January 25, 2016

Date

Concurred in by:



Robert Kojima
Regional Planning Manager

January 25, 2016

Date

Attachment:

1. Trust Fund Board Policy 2.2 – Assessing Conservation Proposals
2. Trust Fund Board Policy 3.2 – Communicating Information Regarding Covenant and Acquisition Projects
3. Crystal Mountain correspondence dated January 18, 2016



TRUST FUND BOARD POLICY

Policy number: 2.2

Title: Assessing Conservation Proposals

Approved By: Trust Fund Board

Date: Jan. 23, 2014

Resolution #: TFB-2014-004

Chair Signature:

PURPOSE

To describe how the Trust Fund Board assesses proposals for conservation covenants and land donations that support the protection of lands of ecological significance in the Islands Trust Area.

SCOPE

This policy does not apply to land donation proposals where the purpose is to sell the donated land and use the proceeds to advance the Trust Fund Board's mandate.

Proposals that include an application for the Natural Area Protection Tax Exemption Program are also guided by TFB Policy 2.5 Natural Area Protection Tax Exemption Program.

BACKGROUND

The *Islands Trust Act* establishes the Trust Fund Board to acquire, hold and manage land and receive donations for the purpose of carrying out the object of the Islands Trust. The object of the Islands Trust, first legislated by the Province in 1974, is *"to preserve and protect the trust area and its unique amenities and environment for the benefit of residents of the trust area and of the province generally, in cooperation with municipalities, regional districts, improvement districts, other persons and organizations and the Government of British Columbia"*.

The Board primarily uses statutory covenants and land donations to achieve its mandate. However, the Board may also accept land or covenants that are a requirement of a development approval process, and may occasionally work with partners to purchase land.

A: Policy - General

1. The Board will only consider a proposal that is accompanied by a completed Conservation Proposal Form and Staff Report.
2. The Board will normally only consider the acquisition of lands that meet the Board's definition of "Nature Reserve"¹.

¹ A Trust Fund Board Nature Reserve is an area that has been set aside because it has regionally significant natural ecosystems (landscape units with little or no human development) and may contain nationally and provincially identified ecosystems and species that are considered endangered, threatened or of special concern.

3. The Board will only accept proposals that meet one or more of the goals or objectives of the Regional Conservation Plan, and that will result in the protection of ecosystems and features identified as priorities in the Regional Conservation Plan.
4. When considering proposals, the Board will give priority to those proposals that protect larger areas of land, and may defer or decline smaller proposals.
5. The Board will only consider accepting covenants and land acquisitions of less than 2 hectares (4.9 acres) if:
 - the property contains significant habitat² for species at risk and/or a significant number of species at risk³;
 - the property adds area to an existing adjacent or nearby protected area;
 - the property is an islet or small island; or,
 - the property contains an ecosystem that is not represented in existing protected areas in that local trust area.
6. The Board will evaluate any risks that may hamper the Board's ability to protect the land's natural values in perpetuity, as identified by the Staff Report. Risks that will be assessed in the Staff Report include, without limitation:
 - contaminated soil, oil tanks or other environmental hazards;
 - mineral and water rights issues;
 - surrounding land use;
 - requested reserved rights (e.g. trails or firewood removal);
 - structures and utilities (e.g. septic fields, pumphouses, wells, etc.); and
 - encumbrances on title (e.g. easements, mortgages, liens).

The Staff Report will evaluate whether any identified risk can be reduced, eliminated or managed.

7. The Board may consider proposals that protect recreational, cultural and heritage features (such as trails, significant historic or cultural landscapes and archaeological sites), but only where the proposal also meets at least one of the goals and objectives of the Regional Conservation Plan.
8. The Board will only consider accepting proposals that need extensive ecological restoration or substantial management if:

The primary purpose of a Nature Reserve is the preservation and protection of the natural ecosystem. The size of a Nature Reserve should be sufficient to ensure that these ecosystems remain viable over the long term.

Activities permitted on a nature reserve will have minimal impact on the land and in general will only include hiking and only in areas that are considered not sensitive to this activity. The location and extent of hiking trails will be determined through the management plan process.

² For example, Critical Habitats as defined by the federal Species at Risk Act.

³ For example, several species of concern and at least one species that is identified as threatened or endangered federally or provincially.

- a. the Board has adequate staff resources to manage the on-going requirements;
 - b. a substantial cash donation that is adequate to cover on-going restoration and/or management costs is provided ; and,
 - c. the Board has adequate funds available to undertake immediate restoration and/or management requirements.
9. The Board will not accept or acquire any lands where there is an obligation to maintain buildings or structures.
10. The Board may accept and acquire lands that have buildings on-site that can be removed or maintained at the Board's discretion, but will only consider maintaining buildings if:
 - a. the Board has adequate staff resources to manage the on-going requirements;
 - b. a substantial cash donation that is adequate to cover on-going maintenance costs is provided ; and,
 - c. the Board has adequate funds available to undertake immediate maintenance requirements.

If the Board chooses to maintain a building, it may consider leasing the building to a suitable group for long-term management.
11. At the time of considering a proposal, the Board will consider whether adequate funds and staff resources are in place to properly complete the acquisition or covenant. The Board may consider options for securing adequate funds, such as grants, fundraising, or endowments.
12. The Board will assess the need for the ongoing management and future legal defence of conservation properties and may, as part of an approval, request or require an endowment or restricted donation to cover management and defence costs associated with the land or covenant.
13. The Board may impose a time-limited moratorium on accepting proposals if it concludes that it has inadequate resources to support further proposals in the current fiscal year.
14. The Board will confirm its acceptance or rejection of a proposal by resolution and staff will then inform the applicant of the Board's decision.

B: Policy: Voluntary Land Donation or Covenant

15. Unless the applicant waives confidentiality in writing, all voluntary proposals, with the exception of proposals under the Natural Area Protection Tax Exemption Program, will be considered at *in camera* meetings until the covenant is registered on title or the land is transferred to the Board or partner agency.
16. In the case of a voluntary land donation or voluntary covenant, the applicant is responsible for all costs incurred by the applicant to complete the land donation or covenant, except for registration in the Land Titles office, which will be the responsibility of the Board. An applicant who is donating land is also responsible for all property taxes for which the Trust Fund Board cannot receive a statutory exemption. The Board may consider requests from the applicant for assistance with these costs.

C: Policy: Land Donation or Covenant Associated with a Development Application

17. The Board will only consider a proposal for a conservation covenant or land donation connected with a development application where the applicant provides an ecological assessment by a qualified ecologist/biologist and an archeological review of both the proposed protected area and the proposed development. The assessment and review must be completed within one year prior to the application to the Board. For covenants and acquisitions that are part of density transfers or amenities rezoning applications, this assessment must be done for both the receiving and sending areas, or for the area that is being down zoned and the area that is up zoned.
18. The applicant is responsible for all costs incurred by the applicant to complete the covenant or land transfer, and for the costs of registration in the land title office. The applicant is also responsible for all property taxes for which the Trust Fund Board cannot receive a statutory exemption.
19. The Board may require an endowment or restricted donation to cover the future management of the donated land or the covenant. Charitable tax receipts will not be issued for financial contributions directly connected with a development application, but may be issued for discretionary endowments or additional gifts of land the applicant may freely offer, as permitted by law.
20. All proposals that are part of a development application are considered public and will be considered at the Board's regular meetings.

REFERENCES

Islands Trust Act

Islands Trust Fund's Regional Conservation Plan

Islands Trust Fund Plan

TFB Policy 2.1 Board Approval of Land and Financial Transactions

TFB Policy 2.4 Conservation Covenants

ITF Conservation Proposal Form (voluntary)

ITF Conservation Proposal Form for Conservation Projects Connected with a Development Application



TRUST FUND BOARD POLICY

Policy number: 3.2

Title: Communicating Information Regarding Covenant and Acquisition Projects

Approved By: Trust Fund Board Date: November 15, 2001 Resolution #: TFB 01/441

Revised Date: January 16, 2002 for TC Referral Resolution #: TFB 02/447

**Revoked Date: May 15, 2002 and replaced with new policy dated May 7, 2002,
for TC Referral Resolution #: TFB 02/467**

Revised Date: July 10, 2002 Resolution #: TFB02/489

PURPOSE

To provide a guideline regarding communication of information about conservation covenant and land acquisitions projects of the Trust Fund Board, particularly Local Trust Committees and Island Municipalities.

BACKGROUND

The Islands Trust Fund can receive donations of land and interests in land (e.g., covenants) and can purchase lands for conservation purposes. Negotiations related to such acquisitions are confidential to the Board and its related staff.

Local trustees have asked that they be informed of land conservation projects that are on-going on their islands.

The 1996 Memorandum of Agreement between the Islands Trust Council and the Trust Fund Board has been revised to require the Board to create a policy and procedure regarding communications about land conservation projects.

Policy

General

1. The Trust Fund Board's (Board) land conservation negotiations are confidential and will be treated as such by all Board members and staff of the Islands Trust Fund.

2. Generally, information about on-going covenant and land donation projects will not be discussed or announced publicly until the project is complete.

Projects Initiated by Local Trust Committee/Island Municipality and Landowner

3. If a Local Trust Committee wishes to initiate a project with the Trust Fund Board the following will be required before the Board will consider the project:
 - the Local Trust Committee/Island Municipality to facilitate a meeting of Islands Trust Fund and Planning staff with the landowner, if necessary, to determine if the project meets the criteria of the Trust Fund Board and to explain the Board's processes and timeframes.
 - Islands Trust Fund staff to conduct a site visit if it appears the project fits the Board's criteria to document the features and values and property characteristics.
 - A conservation proposal from the landowners, or planner on behalf of the LTC/IM, (see conservation proposal outline May 2002). The conservation proposal will clarify that the landowner's position regarding the dissemination of information.
4. Following the Board's meeting, Islands Trust Fund staff will notify the landowners, Local Trust Committee/Island Municipality and planning staff to let all know if the proposal is accepted or not.
5. If the Board accepts the proposal Islands Trust Fund staff will work with the local planning staff and Local Trust Committee/Island Municipality to further the project as it relates to the Trust Fund Board. The Board generally does not comment on details of planning applications but only on the project as it relates to the Trust Fund Board interests.
6. When completed, the project will be jointly announced, unless the Local Trust Committee / Island Municipality do not wish to do so, in which case the Trust Fund Board will announce the Board's involvement in the project.

Land or Covenant Donations Initiated directly between the Board and Landowner

7. The conservation proposal form of the Trust Fund Board will include questions for the landowner regarding permission to let the Local Trust Committee/Island Municipality and appropriate staff know of project (e.g. the intent of the project and the location of the property). Further, the landowner will be asked if they approve of the information being made public or if they wish to have it remain confidential (i.e., Board, LTC, appropriate staff) until the project is complete.
8. Based on the landowner's wishes, Local Trust Committee/Island Municipality members and staff may be requested to keep all information provided by the Board relating to a covenant or land donation confidential until such time as the project is completed by

the Trust Fund Board (i.e., confirmation of covenant registered on title or land transferred to the Board).

9. If the landowner provides written permission allowing the Trust Fund Board to make the project, or any part of the project, publicly known, Islands Trust Fund staff will determine the best means and timing for a public announcement and will discuss the proposed timing with the island planner and will notify the local trustees prior to any announcement.
10. If the landowner does not provide permission to communicate details of the project to the Local Trust Committee and/or Planner the Board will notify the Local Trust Committee that it is working on a project within the Local Trust Area and, at the request of the landowner, all information will remain confidential until the project is completed.
11. Islands Trust Fund will publicly announce conservation accomplishments in a variety of ways based on the particulars of each project. If the landowner has indicated a willingness to have information made public before completion of the project, the Landowner and Islands Trust Fund staff, with partner groups and the island planner will determine the best method and timing for any announcement. Involvement of the Board and the Local Trust Committee will be invited.
12. Generally, Islands Trust Fund will not hold media events for completed projects (land donations or covenant projects) but will assist with and attend, as possible, such events planned by partner groups.

Projects Initiated by Other Individuals or Groups (e.g. trustee, conservancy, interested party) - most often purchase projects/occasionally covenants

13. The Trust Fund Board will require, through the conservation proposal, that the individual or group provide signed correspondence from all landowners including:
 - name(s), address(es), contact number(s) of all owners
 - an indication that the landowners have seen and are in agreement with the proposal
 - an indication regarding if they agree to have confidential information about the project provided to the Local Trust Committee/Island Municipality and planner responsible for their island, or not
 - their permission for a site visit to be conducted if necessary
 - an indication regarding whether the individual submitting the proposal is acting on behalf of the landowner and can be provided with confidential information or not.
14. If the Board accepts the project and the landowner has indicated information can be provided to the Local Trust Committee/Island Municipality, the Board will send a confirmation letter to the project initiator and any partner groups, the landowner, the

Local Trust Committee/Island Municipality, and planning staff for the island indicating the Board's acceptance and providing the key project information.

15. In some circumstances during a project (such as purchase projects) information may be confidential between the Trust Fund Board and the group (acquisition partners) initiating the proposal (e.g., while negotiating an offer to purchase the negotiations, appraisal, etc. are confidential to the Board and are not provided to the owner).
16. Islands Trust Fund staff will provide brief written updates to the Local Trust Committee/Island Municipality, through the island planning staff, regarding the progress of the project.
17. If the landowner has provided approval for the project to be publicly announced the Islands Trust Fund staff will consult with the planning staff and project partners regarding when and how to best announce the project. Planning staff will be asked to address the question with their local Trustees/Islands Municipality reps.
18. On land purchase projects, the Board will work with its acquisition partner groups to raise public awareness of the land project(s) and the need for contributions as soon as possible after notifying the Local Trust Committee and appropriate staff of the project.
19. If the landowner does not provide permission to communicate details of the project to the Local Trust Committee/Island Municipality and/or Planner, the Board will notify the Local Trust Committee/Island Municipality that it is working on a project within the Local Trust Area and, at the request of the landowner, all information will remain confidential until the project is completed.
20. As necessary, as soon as the project is completed, Islands Trust Fund staff will contact the Local Trust Committee/Island Municipality to make them aware of the conservation success on their island.
21. The Board will use the Islands Trust's electronic newsletter, or other internal vehicles, to provide all trustees with information about completed conservation projects.
22. The Trust Fund Board will provide an update of completed projects at each Trust Council meeting (through its report).

References

3.2.1 Procedures for Communicating Information Regarding Covenant and Acquisition Projects
Conservation Proposal Form



CRYSTAL MOUNTAIN - A SOCIETY FOR EASTERN AND WESTERN STUDIES
A REGISTERED CHARITABLE AND EDUCATIONAL SOCIETY
20300 Portier Pass Road, Galiano Island, British Columbia, Canada



☒ PLANNER

☒ LTC

☒ *DEPUTY SECRETARY*

Monday, January 18, 2016

Respectfully submitted; To the Galiano Island Local Trust Committee,

After some time to consider the discussion at the LTC meeting on Dec. 7, we would like to speak to a few of the points made concerning Crystal Mountain's rezoning proposal.

1) It was stated that the only way the rezoning can go forward is through land subdivision and that land transfer is the only community benefit.

We are unclear about the underlying assumptions by which title transfer is being considered. We understand that such a recommendation came from a forest advisory committee during the OCP review in 2010. The following quote is from the report:

"We also agree that the LTC should require, whenever possible, maintenance of large forest areas, and discourage subdivision to less than 50 acres (20 hectares). We are in substantial agreement that subdivision of less than 50 acres should only be permitted through a process of community benefit, with the benefit of greatest value being donation of land for community forest, wilderness preserve or park (pg.4)."

While pointing in a clear direction, the language used suggests not a single and exclusive outcome but a scale in judging community benefit. Note that Crystal Mountain's intentions are that the whole of its lands remain a forest, unfragmented by subdivision and protected by a forest restoration covenant as a community benefit.

There is specific language in the OCP and LUB referring to public benefit and support for well-considered, site specific, unique proposals for accessory use of forest zoned land. This language refers to retaining large forested parcels, volunteerism, low impact small scale forest related activities, educational use, ecosystem based land use planning and ecological restoration. These values are the backbone of the Crystal Mountain proposal.

Further, given that the forest ecosystem is the core priority of the retreat centre, that the design has been drafted on a thorough ecosystem based assessment, and that the commitment to a sustainable forest restoration plan will be fully secured by covenant, then the retreat centre use qualifies as accessory use to the forest. The land supporting the study and practice of meditation is an amenity available and accessible to the local and wider community. As an organization with federal charity status, Crystal Mountain is recognized (and required) to work towards the public benefit.

So from our point of view the proposed retreat centre is a 100% community benefit.

Also, how can a recommendation for land donation to permit subdivision become a condition to drafting bylaws, where no subdivision is proposed?

2) There was a question about CMS Forest Meditation Retreat Centre being a commercial operation.

The dictionary definition of commercial is "acting with sole or chief emphasis on saleability, profit, or success; related to or used in the buying and selling of goods and services; concerned with earning money; relating to or based on the amount of profit that something earns."



CRYSTAL MOUNTAIN - A SOCIETY FOR EASTERN AND WESTERN STUDIES
A REGISTERED CHARITABLE AND EDUCATIONAL SOCIETY
20300 Porlier Pass Road, Galiano Island, British Columbia, Canada

This is a definition that describes neither the activities nor motivation of Crystal Mountain Society, a nonprofit charitable organization, nor the operation of its proposed Forest Retreat Meditation Centre. All that CMS accomplishes is through the strength of community donations and sustained volunteer effort.

We would refer you to the Mt. Tuam Retreat Centre on Salt Spring Island. This facility is listed under Other Community Land Uses in the OCP and as Rural Upland Zone 1 in the LUB. Crystal Mountain, like Mt. Tuam, collects fees to cover costs, with additional funds received as charitable donations and acknowledged with a receipt for tax purposes.

Following this example, would the Crystal Mountain Forest Retreat Center be more appropriately zoned as a 'Community Facility'?

3) It was stated at the LTC meeting that there is great opposition toward this application and that Crystal Mountain's rezoning proposal would not have community support regardless of the benefits proposed.

Our experience has been quite the opposite. Through Crystal Mountain's open house last summer, after meetings to inform the community of the proposal at both the north and south end of the island, and after several days engaging many people at a table in the local shopping area, we have heard from over 100 people that they strongly support our application and would like to see the proposal succeed.

4) The question of site-specific zoning

Since acquiring 20 acres of land 35 years ago, we have been in conversation with the trust about the kind of zoning we would require to create a forest meditation and retreat centre. We were asked to look at church zoning, though the notion of a single building of worship, parking considerations, etc. left that as an inappropriate fit. We were asked to consider ourselves as visitor accommodation, now with a commercial focus. But we are not proposing to build multiple dwellings for residential or commercial use.

We have studied the forest and carefully designed our site plan to be consistent with the desires of the community as expressed in the OCP. By doing so we have come to see that this proposal is a unique initiative and a community benefit, especially for those who share our belief in the value of contemplative time spent in a natural environment.

Our hope is that the LTC will consider the Crystal Mountain application as a unique proposal, and as an opportunity for great benefit to the Galiano community.

Thank you for your consideration,

Crystal Mountain Rezoning Committee

Stephen Foster, Janice Oakley, Kim Lenglet, Libby McClelland, Helen Foster and Leslie Cain



Memorandum

Date January 21, 2016 File Number GL-RZ-2013.1
(Landworks)

To Galiano Island Local Trust Committee

From Robert Kojima
Regional Planning Manager

Re Landworks Rezoning Status Update

Current Status

The Local Trust Committee is in the process of considering adoption of Bylaws 244 and 245 to re-designate and rezone D.L 79. The application is close to completion with current status of all requirements as follows:

- Bylaws 244 and 245 have received EC approval, and in the case of bylaw 244 Ministerial approval, final adoption is the remaining step.
- Development permit GL-DP-2013.6 was issued in September 2014
- Subdivision GL-SUB-2013.1 – all Islands Trust conditions have been satisfied, registration is contingent upon adoption of the bylaws.
- Registration of the following s. 219 covenants is a condition of adoption of the bylaws:
 - Park management covenant to granted by the CRD for proposed Lot 8 – see below
 - Development control covenant – see below
 - Sustainable forest practices covenant - see below
- Completion of the following transfer agreements:
 - Transfer of proposed Lot 8 to CRD as a community park – executed
 - Transfer of proposed Lot 7 to MoE (BC Parks) – executed
 - Transfer of proceeds of sale of proposed Lot 5 - executed

Sustainable Forest Management Covenant

The remaining outstanding requirement is completion of a sustainable forest practices covenant acceptable to all parties. At the last meeting (December 5, 2015), the LTC adopted the following resolution:

GL-2015-119

It was MOVED and SECONDED,

THAT, the Galiano Island Local Trust Committee await the completion of the covenant review process currently underway between the Galiano Conservancy Association and Mr. Keefer.

CARRIED

Since December the applicant and representative of the Galiano Conservancy Association have devoted a significant amount of time to negotiating a mutually agreeable covenant. The outcome to date has been

agreement on most aspects of the covenant; unfortunately, the parties have not been able to come to a full agreement. I have been provided with two versions of the covenant by the applicant and the GCA. The attached document merges the two versions, with changes made by the GCA showing with track changes (additions in red, deletions with strikethrough). It is apparent from the documents and from speaking with both parties that the substantive differences consist of:

1. The requirement of an endowment of \$10,000 to fund on-going monitoring,
2. The inclusion of a rent charge, payable in the event of a breach, and
3. The deletion of reference to that the annual report may be in format of the Annual Declaration required by the Managed Forest Council if the land is classified as Managed Forest.

As far as I am aware, the applicant and the GCA are not currently working to resolve the outstanding issues.

Legal Review

Subsequent to receiving the latest versions, staff obtained a legal review of the consolidated draft covenant. The LTC has received the advice in closed meeting. Based on our understanding of the legal advice, limited technical changes would be required to ensure the covenant is registerable, clearly worded, and consistent.

Options

Staff have identified the following options that the LTC can consider:

1. Request the applicant and the GCA to continue to work to come to an agreement on the covenant. At this point this may be fruitless unless there is an indication of further compromise.
2. The LTC decides on a preferred version and requests that the parties agree to that version. This is unlikely to result in agreement for the same reasons that the applicant and GCA have not reached agreement on their own.
3. The LTC requests that the applicant seek a different covenant holder than the GCA. Given that staff have made inquiries over the past year of a number of potential covenant holders with no success this prospect is unlikely.
4. The LTC proceeds with a covenant acceptable to itself and applicant. There are several versions of the covenant, including the most recent (without endowment or rent charge) that the applicant has agreed to. The LTC has received legal advice on whether being the sole holder of a sustainable forest management covenant would be consistent with OCP forest policy b(ii).

At the December meeting the LTC considered the time constraints related to this application. Once the LTC provides direction, the technical changes recommended by legal counsel can be incorporated relatively quickly.

Development Control Covenant and Park Management Covenant

The Development Control Covenant and the Park Management Covenants have been accepted by all parties (drafts reviewed by the LTC at the meeting of November 2014) and can be registered at any time. A resolution authorizing the Chair to execute the covenant is still required. Resolution Wording:

1. THAT the Galiano Island Local Trust Committee authorize the Chair to execute Development Control Covenant and Park Management Covenant on behalf of the Local Trust Committee.

pc Kim Farris

Attachments:

1. Development Control Covenant
2. Park Covenant
3. Consolidated Blacklined Forest Management Covenant

LAND TITLE ACT
FORM C
(Section 233)
Province of British Columbia

GENERAL INSTRUMENT - PART 1 (This area for Land Title Office use) PAGE 1 of 9 pages

1. APPLICATION:

Signature of Agent for Applicant

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND:*

009-625-151

DISTRICT LOT 79, GALIANO ISLAND, COWICHAN DISTRICT

3. NATURE OF INTEREST:*

Description	Document Reference	Person Entitled to Interest
S.219 Covenant	Entire Document	Transferee
Priority Agreement	Page 8	Transferee

4. TERMS: Part 2 of this instrument consists of (select one only)

- | | | |
|---------------------------------|--------------------------|---------------------------------------|
| (a) Filed Standard Charge Terms | ☐ | D.F. No. ST |
| (b) Express Charge Terms | ☐ | Annexed as Part 2 |
| (c) Release | ☐ | There is no Part 2 of this instrument |

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.
If (c) is selected, the charge described in Item 3 is released or discharged as a charge on the land described in Item 2.

5. TRANSFEROR(S):*

XXX (as to Covenant)
XXX (as to Priority)

6. TRANSFEREE(S): (Including occupation, postal address(es) and postal code(s))*

GALIANO ISLAND LOCAL TRUST COMMITTEE
A CORPORATION UNDER THE ISLANDS TRUST ACT, RSBC 1996, C239
Suite 200, 1627 Fort Street,
Victoria, B.C. V8R 1H8

7. ADDITIONAL OR MODIFIED TERMS:*

NOT APPLICABLE

8. EXECUTION(S):** This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

EXECUTION DATE

OFFICER SIGNATURE(S)

(as to both signatures)

Y	M	D

PARTY(IES) SIGNATURE(S)

XXX by its authorized signatories:

Name:

Name:

GALIANO ISLAND LOCAL TRUST
COMMITTEE by its authorized
signatory:

Trustee: Laura Busheikin

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.

* If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.

** If space insufficient, continue executions on additional page(s) in Form D.

**LAND TITLE ACT
FORM D**

EXECUTIONS CONTINUED

Page3

8. EXECUTION(S):**This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

EXECUTION DATE

OFFICER SIGNATURE(S)

(as to both signatures)

Y	M	D

PARTY(IES) SIGNATURE(S)

XXXXX by its authorized signatories:

Name:

Name:

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.

* If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.

** If space insufficient, continue executions on additional page(s) in Form D.

PART 2 – TERMS OF INSTRUMENT

SECTION 219 COVENANT

This Agreement dated for reference _____, is

BETWEEN:

BC0457721 Inc. (name changed from S-381 Holdings Ltd.) No. 457721, 333 – 6505 3 Ave., Delta, BC V4L 2N1;

Premier Sunrise Developments Ltd. Inc. No. 295442, 8100 No. 4 Road, Richmond, BC V6Y 2T6;

Bowie Gordon Keefer and Margaret Anna Keefer, 120 Manastee Road, Galiano Island, BC V0N 1P0; and

Michelle Mary Ramaekers, 832 Parkwood Drive SE, Calgary, AB T2J 3W7

("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

("Local Trust Committee")

GIVEN THAT:

- A. The Owner is the registered owner of the land on Galiano Island legally described as and with Parcel Identifiers as follows:

District Lot 79, Galiano Island, Cowichan District, PID 009-625-151

(the "Lands") and the Lands are designated as Forest Land by the Galiano Island Official Community Plan;

- B. The Owner has applied to the Local Trust Committee to rezone the Land to permit a subdivision of the land for residential development, by means of Galiano Island Land Use Bylaw No. 127, 1999 Amendment No. 3, 2013 (the "Rezoning Bylaw");
- C. The policies in the Galiano Island Official Community Plan dealing with the Land require that an owner of the Land seeking a zoning amendment to permit subdivision, provide

portions of the parent parcel to be used for conservation, ecosystem protection, public parkland, community forest or trails;

- D. The owner wishes to grant to the Local Trust Committee a covenant under s. 219 of the *Land Title Act* that permits the Owner to subdivide the Land and occupy the Land for residential purposes only in accordance with the plan of subdivision that was presented to the Local Trust Committee in connection with the Owner's application to rezone the Land, and only if the Owner provides portions of the Land as park land;

This Agreement is evidence that in consideration of the payment of \$2.00 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 Owner covenants and agrees as follows with the Local Trust Committee in accordance with s.219 of the *Land Title Act*;

No Subdivision Except in Accordance with Plan

1. The Owner shall not subdivide the Land except by means of a plan of subdivision that creates 5 residential parcels (the "New Residential Parcels") substantially as shown, and numbered 1 through 5 inclusive, in the proposed plan of subdivision attached to and forming part of this Agreement as Schedule A .

Use of New RESIDENTIAL Parcels

2. The Owner shall not occupy for residential purposes any building on the New Residential Parcels until the Owner has transferred to the Crown in Right of British Columbia for public park purposes, substantially that portion of the Lands to be zoned "Nature Protection (NP)" by the Rezoning Bylaw and shown as "Lot 7" on Schedule A; and until the Owner has transferred to the Capital Regional District for community park purposes, substantially that portion of the Lands to be zoned "Park (P)" by the Rezoning Bylaw and shown as "Lot 8" on Schedule A;.

Access to New Parcels

3. The Owner shall not use any portion of the Easement Area (noted as "Easement" on Schedule A) for the installation or operation of any gate or similar structure that prevents vehicular access from Bodega Beach Drive, whether or not such gate or similar structure is equipped with a lock or other device by means of which vehicular access may occur. Notwithstanding the forgoing, for certainty, gates are permitted on those portions of the New Residential Parcels noted as "driveway access" on Schedule A.

No Effect On Laws or Powers

4. This Agreement does not:

- (a) affect or limit the discretion, rights, duties or powers of the Local Trust Committee under any enactment or at common law, including in relation to the use or subdivision of the Land except as expressly set out herein;
- (b) impose on the Local Trust Committee any legal duty or obligation, including any duty of care or contractual or other legal duty or obligation, to enforce this Agreement except as expressly set out herein;
- (c) affect or limit any enactment relating to the use or subdivision of the Land; or
- (d) relieve the Owner from complying with any enactment, including in relation to the use or subdivision of the Land.

Limitation on Obligations

- 5. 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.

No Liability in Tort

- 6. 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

- 7. Unless it is otherwise expressly provided in this Agreement, every obligation and covenant of the Owner in this Agreement constitutes a personal covenant and also a covenant granted under s.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.

Registration and Discharge

- 8. 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.

9. The Owner shall be entitled to a discharge of this Agreement from title to the Land in the event that the Rezoning Bylaw is not adopted by December, 2016.
10. The Owner shall, having subdivided the Land in accordance with this Agreement and transferred to the Crown the land described in Section 2 of this Agreement, be entitled to a discharge of this Agreement from title to the New Parcels.
11. The Owner may obtain a discharge under Section 9 or Section 10 by presenting a registrable discharge document to the Local Trust Committee for execution, and the preparation and registration of the document shall be for the Owner's account.

Waiver

12. 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 of a breach of this Agreement does not operate as a waiver of any other breach of this Agreement.

Severance

13. 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

14. 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

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

Execution Using Form C

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

SCHEDULE "A"

PROPOSED PLAN OF SUBDIVISION



PART 2 – TERMS OF INSTRUMENT

SECTION 219 COVENANT

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

AMONG:

[INSERT NAME AND ADDRESS OF OWNER]

(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:

Legal Description:

(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 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:

Restriction on Use

1. The Owner covenants and agrees to use, administer and manage the Lands in the public interest for park purposes only and in accordance with the Park Management Plan without limiting the generality of the foregoing:
 - a. Not to remove, destroy or cut, or permit the removal, destruction or cutting of any indigenous vegetation on the Land except as is necessary to implement its park management plan or with the prior written approval of the Trust Committee. Notwithstanding the foregoing, if any living or dead tree on the Land poses an imminent threat to the safety of any person, that tree may be cut down or trimmed without the prior written consent of the Trust Committee. The Owner shall leave any tree or trimmings on the Lands unless such action shall constitute a fire hazard;
 - b. Not to use pesticides, herbicides or any other deleterious substance of any kind on the Land except in accordance with its park management plan, unless the prior written approval of the Trust Committee has been obtained;
 - c. To design and construct any park improvements on the Land so as to cause a minimum of disturbance to the natural drainage patterns of the Land;
 - d. Not to lay down, install, place or deposit any impervious material or surface on or within the Land for road, parking or trail purpose except in accordance with its park management plan, unless the prior written approval of the Trust Committee has been obtained; and not to build, construct, erect or alter any structure, building or improvement on the Land except in accordance with its park management plan, unless the prior written approval of the Trust Committee has been obtained.

2. Park Management Plan

The Owner shall prepare and adopt a park management plan for management of the Land, including the provision of parking, access routes, trails, signage, washroom facilities or such other park improvements as may be considered appropriate.

Prohibition on Subdivision

3. The Owner covenants and agrees not to subdivide, sell, transfer or grant any easement, right of way or lease over all or part of the Land without

the prior written consent of the Trust Committee providing however that such consent shall not to be unreasonably withheld.

No Effect On Laws or Powers

3. This Agreement does not
 - (a) affect or limit the discretion, rights, duties or powers of the Trust Committee or the Capital Regional District under any enactment or at common law, including in relation to the use or subdivision of the Land;
 - (b) impose on the Trust Committee or the Capital Regional District 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

4. 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.

Indemnity

5. 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 the breach of any covenant in this Agreement.

No Liability in Tort

6. 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

7. 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

8. 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

9. 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

10. 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

11. 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

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

Further Acts

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

Deed and Contract

14. 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.

CONSENT AND PRIORITY AGREEMENT

WHEREAS:

- A. [Name of land owner(s)] (the "Owner") is the registered owner of [insert full legal description] (the "Land");
- B. The Owner granted [Name of chargeholder] (the "Prior Chargeholder") a [identify mortgage or other charge], which was registered against the title to the Land in the Victoria Land Title Office under number [insert registration number] (the "Prior Charge");
- C. The Owner granted to the Island Local Trust Committee (the "Subsequent Chargeholder") a Section 219 Covenant which is registered against the title to the Land under number [insert registration number] (the "Subsequent Charge"); and
- D. Section 207 of the *Land Title Act* permits the Prior Chargeholder to grant priority over a charge to a subsequent chargeholder.

THEREFORE THIS CONSENT AND PRIORITY AGREEMENT WITNESSES THAT IN CONSIDERATION OF \$1.00 AND OTHER GOOD AND VALUABLE CONSIDERATION RECEIVED BY THE PRIOR CHARGEHOLDER FROM THE SUBSEQUENT CHARGEHOLDER (THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED):

- 1. The Prior Chargeholder hereby consents to the granting and registration of the Subsequent Charge and the Prior Chargeholder hereby agrees that the Subsequent Charge shall be binding upon its interest in and to the Land.
- 2. The Prior Chargeholder hereby grants to the Subsequent Chargeholder priority for the Subsequent Charge over the Prior Chargeholder's right, title and interest in and to the Land, and the Prior Chargeholder does hereby postpone the Prior Charge and all of its right, title and interest thereunder to the Subsequent Charge as if the Subsequent Charge had been executed, delivered and registered prior to the execution, delivery and registration of the Prior Charge.

As evidence of its agreement to be bound by the above terms of this Consent and Priority Agreement, the Prior Chargeholder has executed and delivered Part 1 of *Land Title Act* Form C which is attached hereto and forms part of this Agreement.

END OF DOCUMENT

SUSTAINABLE FORESTRY CONSOLIDATED BLACKLINE – January 2016

Section 219 (*Land Title Act*) Covenant

This Agreement dated for reference _____, 2015, is

BETWEEN:

Bowie Gordon Keefer and Margaret Anna Keefer,
residing at 120 Manastee Road, Galiano Island, B.C.
V0N 1P0.

(the "Owners")

AND:

THE 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 "Local Trust Committee")

AND:

The **Galiano Conservancy Association**, a society duly
incorporated under the *Society Act*, R.S.B.C. 1996, c.433,
(Inc. No. S-25093) with an office at 2540 Sturdies Bay
Road, Galiano Island, British Columbia, V0N 1P0

(the "Galiano Conservancy")

(collectively, the "parties")

WHEREAS:

- A. The Owners are- the registered owners in fee simple of Lot 6 of District Lot 79, Galiano Island, Cowichan District, British Columbia with Parcel Identification Number to be assigned, herein the "**Land**", whose boundaries are defined in the plan of subdivision attached hereto as Schedule "A".
- B. The Owners are committed to restoration of the forest cover and biodiversity of the Land which were degraded by past industrial plantation forestry;

- C. The Owners wish and have agreed to grant and the Covenant Holders wish to accept a covenant under section 219 of the *Land Title Act* (British Columbia) for management of the Land in accordance with Sustainable Forestry practices;
- D. The Galiano Island Official Community Plan contemplates the construction and use of an accessory residential dwelling on the Land only if the Owners promise to manage the Land in accordance with Sustainable Forest Practices;
- E. The Owners have applied to the Local Trust Committee to rezone a portion of the Land to the Forest 3 (F3) zone, and the Owners have agreed to grant this covenant as required to obtain rezoning approval prerequisite to the subdivision of District Lot 79 defining the Land within the boundaries of Lot 6;
- F. A statutory right of way pursuant to section 218 of the *Land Title Act* (British Columbia) in favour of the Covenant Holders is necessary for the operation and maintenance of the Covenant Holders' undertaking;
- G. The Covenant Holders are authorized to accept covenants under section 219 and statutory right of ways under section 218 of the *Land Title Act* (British Columbia);

~~The Owners have applied to include the Land in Managed Forest 160, presently comprising District Lot 80 which is contiguous to the Land, under the provisions of the Private Managed Forest Land Act.~~

In consideration of the payment of two dollars (\$2.00) now paid by the Covenant Holders to the Owner, the receipt and sufficiency of which is hereby acknowledged by the Owners, and in consideration of the promises exchanged below, the parties covenant and agree as follows, in accordance with sections 218 and 219 of the *Land Title Act* (British Columbia):

1. Definitions

In this Agreement

- (a) "Accessory Residential Site" means a portion of the Land that is used for a low impact accessory dwelling and accessory buildings and structures and gardens and identified as such in the map of Schedule B;
- (b) "Allowable Annual Cut" means a volume of timber, measured in cubic meters, that may be harvested annually from the Forest Management Unit, **and which may be either, at the discretion of the Owner:**
 - (i) **calculated by multiplying the combined area, in hectares, of Mature and Immature Forest within the Forest Management Unit by 4 cubic metres per hectare per year, or,**
 - (ii) **specified in a Forest Management Plan and determined based on an inventory of the forest** so as to establish in the earliest practicable time and maintain over the continuous long term, - not less than 70 percent

of the Forest Management Unit to have a stand age of at least 40 years, or the basal area of trees 20 cm or more in dbh to be at least 20 m²/hectare; **(Immature Forest)**; and within that area not less than 40 percent of the area of the Forest Management Unit to be of stand age at least 80 years, or with the basal area of trees 30 cm or more in dbh at least 40 m²/hectare and the basal area of trees 50 cm or more in dbh at least 20 m²/hectare; **(Mature Forest)**;

- (c) "Amenities" includes any natural, scientific, environmental, wildlife, plant life, biodiversity values and aesthetic values -identified in the Baseline Report;
- (d) "Baseline Report" means the description of the Land and Amenities in the form of text and mapping as of the date of the registration of this Agreement, a copy of which is attached as Schedule B.
- (e)– "Cut Control Period" means the period between January 1, 2015, and December 31, 2025, or any subsequent period of ten years;
- (f) "dbh" means diameter at breast height which is 1.4 m above ground level;
- (g) **"Ecosystem-based Forestry" means a low-impact approach to forest management that maintains a fully functioning forest within the natural historic range of spatial and temporal variability. Its practices favour native tree and plant species which provide for the needs of wildlife and their habitats (see Sustainable Forestry);**
- ~~(g)~~ **(h) "Endowment Fund" means a one-time payment to help cover the costs of monitoring the Land;**
- ~~(h)~~ **(i) "Forest Management Plan" means the management plan for the Land prepared in accordance with Section 4. ;**
- ~~(i)~~ **(j) "Forest Management Unit" means the area of the Land excluding the Accessory Residential Site and easement roads and identified as such in Schedule B;**
- (k) "GIFA Forest Practices Guidelines" means the document of that title issued by the Galiano Island Forest Association, describing recommended sustainable forestry practices for local forest managers and attached hereto as Schedule 'D'
- (l) "Harvesting" means the felling and removal of trees.
- (m) "Land" means- Lot 6, District Lot 79, Galiano Island, Cowichan Land District;
- (o) "Land Use Bylaw" means Galiano Island Land Use Bylaw No. 127, 1999 and any successor bylaw enacted under s.903 of the *Local Government Act*;

- (p-) "Natural Disturbance" means the impact of a naturally occurring event that causes significant mortality or damage to a stand of trees, including fire, wind, ice, snow, drought or attack by insects or disease.
- (q) "Natural State" means the state of the Land as described in the Baseline Report with:
 - (i) such gradual changes thereto as occur over time as a result of natural processes, including wind-throw and usual seasonal flooding and erosion; and
 - (ii) such changes thereto as may from time to time take place as a result of the use of the Land in compliance with the provisions of this Instrument;
- (r) "OCP" means "Galiano Island Official Community Plan Bylaw No. 108 1995" as amended or any bylaw that may replace such bylaw;
- (s) "Opening" means an area of Understocked Land greater than 0.25 hectare that can be represented as a single polygon on a map and that has been subject to Harvesting, Spacing and/or Natural Disturbance and that is relatively homogeneous with respect to forest cover and history of Harvesting, Spacing, silvicultural treatments and/or Natural Disturbance. Any two or more areas that meet the definition of an opening and are individually greater than 0.5 ha in area and are less than 30 metres apart at the closest point are considered to be a single opening.
- (t) "Owners" means ~~mean~~ the Owners that are parties to this agreement and any future successor of the Owners;
- (u) "Restocked Forest" means an area in which there are 400 or more trees per hectare reasonably well distributed throughout the area.
- (v) "Spacing" means the felling and/or girdling of trees, without removal of the trees, undertaken to increase the distance between the remaining live trees.
- (x) "Successfully Regenerated Forest" means an area in which there are 400 or more healthy trees of ecologically suitable species per hectare reasonably well distributed throughout the area, whose height generally exceeds by 50% or more the height of competing vegetation within 1 m of the trees.
- (y) "Sustainable Forestry" means a program of forest management activities that can be implemented on the Forest Management Unit indefinitely while maintaining or where necessary restoring the Biodiversity, productivity and ecological integrity of the forest within the range of natural variability. (see Ecosystem-based Forestry;
- (z) "Understocked Land" means a contiguous area within the Forest Management Unit that is greater than 1 hectare in area and can be represented as a single contiguous polygon on a map, and in which the basal area of acceptable trees 20 cm or more in dbh is less than 20

| m²/hectare and in which –there are fewer than 400 acceptable trees/hectare reasonably well distributed throughout the area.

2. Intent and Purpose of this Agreement

| The parties agree that the intent and purpose of the Agreement -is:

- (a) to ensure management of the Forest Management Unit in accordance with ecosystem-based sustainable forest practices (or Sustainable Forestry practices) and that subdivision of the Land into lots less than 20 hectares in area be prohibited in perpetuity.
- (b) to provide a measure by which the Parties may monitor and assess change and alterations to the Land and compliance with the covenants in this Agreement.
- (c) to allow the flora and fauna on the Land to evolve through natural succession over time without human intervention other than as expressly permitted by the Management Plan or this Agreement.
- (d) to be perpetual reflecting the public interest in the protection, preservation, and conservation of the biodiversity of the Land and the Amenities for ecological and environmental reasons.

3. Discharge and Modification

Neither the s. 219 covenant nor the statutory right of way granted by this Agreement may be modified or discharged except by an instrument in writing executed by all the parties. It is the intent of the Local Trust Committee that it will not modify or discharge this Agreement without holding a public hearing on Galiano Island.

4. Baseline Report

| The Land and its Amenities are described in the Baseline Report attached hereto as -Schedule B. The parties agree that the Baseline Report will serve as an objective information baseline for monitoring compliance with the terms of this Agreement.

The Owners certify that the Baseline Report provides an accurate description of the Land and the Amenities as of the date of this Agreement and that the Baseline Report identifies all existing roads or service or utility corridors on the Land and/or easements over the Land.

5. Forest Management Plan

- (a) Prior to timber harvesting which removes more than 4 cubic meters per hectare annually averaged over a Cut Control Period, the Owners shall prepare a Forest Management Plan outlining the forest management goals

and objectives, and describing the corresponding strategies and/or methods to be used to harvest timber and otherwise manage the Land.

(b) The Forest Management Plan shall include:

- i. a calculation by a Registered Professional Forester, or by a qualified professional or other ~~experienced individual~~ **person with experience in Sustainable Forestry Practices** whose qualifications are acceptable to all the parties, of the Allowable Annual Cut based on a quantitative inventory of the forest; and
- ii. a map of the roads and landings required for timber extraction and timber storage prior to extraction.

(c) The Forest Management Plan shall be prepared in consistency with the GIFA Guidelines, except as specifically set forth in Section 6 of this Agreement. Future revised editions of the **Forest** Management Plan will similarly follow the GIFA Guidelines, which may be replaced in the future by updated Sustainable Forestry guidelines that are approved by the Covenant Holders and the Owners.

(d) The Forest Management Plan and all future revisions shall be provided to the Covenant Holders by the Owners within 30 days of completion.

(e) In the event of any degradation, the Land will be restored by the Owners to its natural condition in accordance with the Forest Management Plan. In the event of major damage by natural causes such as wildfire or insect infestation, the Forest Management Plan may be revised to allow for removal of diseased trees and standing dead timber other than retained habitat snags, also recognizing that full recovery after catastrophic damage may take considerable time and effort. Removal of any live trees will be added to the calculation of Allowable Annual Cut.

(f) The Forest Management Plan identifies a portion of the Land as an Accessory Residential Site having 2 hectares, while reserving the balance of the land except for easement roadways as the Forest Management Unit.

(g) The Forest Management Plan identifies all existing and proposed roads necessary to practice Sustainable Forestry and to access the Accessory Residential Site. The Forest Management Plan does not preclude the development of any Highway as may be required by the Approving Officer as a condition of any subdivision approval.

(h) In order to keep track of harvesting under the Forest Management Plan, a written report shall be submitted to the Covenant Holders by 1 May of each year to declare the volume and location of any harvesting that has taken place in the Forest Management Unit over the previous calendar year, any construction or deactivation of forestry roads, and the cumulative volume of harvesting over the then current Cut Control Period. ~~This report may be in the same format as the Annual Declaration required by the Managed Forest Council when the Land is classified as Managed Forest, with supplemental~~

~~information to confirm that total harvesting volume over each Cut Control Period is within the applicable Allowable Annual Cut.~~

6. Restrictions

Consistent with the purpose of achieving a much improved and more natural condition of the forest, the Owners shall not, except with the prior written approval of the Covenant Holders, in the sole discretion of each of them, cause or allow:

- (a) ~~forestry~~ **harvesting** to be conducted in the Forest Management Unit ~~that is not in accordance with the Forest Management Plan;~~
- (b) ~~timber~~ harvesting within the Forest Management Unit, during ~~any Cut Control Period, of a volume of timber greater than the cumulative Allowable Annual Cut over that Cut Control Period;~~
- (c) apart from roads identified and delineated in the Forest Management Plan, cut patches of areas greater than 0.5 hectare to be created or located less than 30 metres from adjacent cut patches in a Cut Control Period.
- (d) any subdivision or boundary adjustment that would reduce the area of the Land to less than 20 hectares;
- (e) the Land nor any part of the Land to be leased or licensed unless the tenant or licensee is expressly required by the terms of the lease or license, and has agreed in writing, to comply with the provisions of this Agreement;
- (f) any construction on, or alteration of, land within areas designated as development permit areas in the ~~OCP as of the date of this Agreement~~ **Official Community Plan** without first obtaining a development permit, ~~or~~ **or if the requirement for a development permit does not apply because of the operation of another enactment,** the consent of the Local Trust Committee by resolution, and in making a resolution under this section the Local Trust Committee may consider the development permit guidelines which would otherwise apply;
- (g) the accessory residential site to be greater than 2 hectares;**
- ~~(g)~~ **(h) any** accessory residential buildings and accessory buildings associated with accessory residential use as permitted by applicable land use bylaws to be located outside the designated area of the Accessory Residential Site;
- ~~(h)~~ **(i)** pesticides, herbicides, insecticides, or fungicides to be introduced or applied to the Land except in the event of an otherwise uncontrollable infestation and after consultation with the Covenant Holders;

- ~~(j)~~(i) wetlands identified in the Baseline Report to be drained or intentionally altered except to improve water retention; **while maintaining the function of the wetland;**
- ~~(k)~~(k) except for roads and landings as delineated in the Forest Management Plan, motorized vehicle routes to be established or used on the Land; and
- ~~(l)~~(l) fences to be constructed or maintained on the Land except within the Accessory Residential Site- **or as necessary for reforestation or the maintenance or restoration of native plant species and to prevent damage by browsing animals to young trees or other plants.**

7. Forest Stewardship Obligations**Obligation**

~~The following stewardship criteria (a) – (d) shall be enforced by the Managed Forest Council when the Land is classified as Managed Forest under the *Private Managed Forest Land Act*, or by the Covenant Holders if the Land is not classified as Managed Forest.~~

- a) The Owners must take all reasonable measures to ensure that any areas that at any time become Understocked Land, whether by Harvesting, Spacing or Natural Disturbance, become Restocked Forest or Successfully Regenerated Forest or Immature Forest within 5 years of the year in which the area became Understocked Land, and that any such areas become Successfully Regenerated Forest or Immature Forest within 15 years of the year in which the area became Understocked Land.
- b) The Owners must ensure that the area within the Forest Management Unit that is converted to roads and logging trails is kept to the minimum necessary for the safe and efficient implementation of Sustainable Forest Practices.
- c) The Owners must ensure that roads and logging trails are constructed and maintained so as to maintain the natural surface drainage patterns of the land and that any section of road that is cut into the slope of the land in a way that intercepts and channelizes subsurface water includes structures to dissipate that water and to allow its re-absorption into the soil spaced not more than 50 metres apart along the road except where the road has been certified by a qualified professional to be in accordance with good management practices.
- d) The Owners must ensure that roads and logging trails, including stream crossings, culverts, ditches and other drainage structures, are constructed and maintained according to good management practices and so as to avoid transportation of sediment to a stream, lake, wetland or the ocean in amounts that could have a significant adverse environmental impact.

- e) The Owners must ensure that the area within the Forest Management Unit that is cleared to accommodate service of electricity, telephone and other utilities to the permitted buildings within the Residential Site is kept to the minimum necessary.
- f) The Owners must take all reasonable measures to ensure that invasive non-native species of plants do not become established or spread within the Forest Management Unit.

8. Reporting Requirements

The Owners must make a written report not later than May 1 of each year, that truthfully and accurately states, for the period from January 1 to December 31 of the preceding year:

- i. whether any harvesting occurred in the Forest Management Unit, and if so, the volume of timber that was harvested;
- ii. the total volume of timber that has been harvested in all previous years of the current Cut Control Period ~~in relation to the Allowable Annual Cut as calculated in the Forest Management Plan;~~
- iii. the Allowable Annual Cut for each previous year of the current Cut Control Period, and the method that was used to determine the Allowable Annual Cut for each year;**
- ~~iii.~~ **iv. whether any timber in ~~any~~ portion of the Forest Management Unit was ~~destroyed~~ affected by Natural Disturbance;**
- ~~iv.~~ **v. any areas ~~any~~ the area, in hectares, that became Understocked Land, and any Openings that were created, whether by Harvesting, Spacing, or Natural Disturbance, accompanied by a sketch map showing the approximate location, shape and size of the area of Understocked Land and/or Openings;**
- ~~v.~~ **vi. the forest regeneration status of all areas of Understocked Land and/or Openings that were reported in the previous year's annual report;**
- ~~vi.~~ **vii. whether any roads, logging trails or utility corridors were constructed or deactivated within the Forest Management Unit, accompanied by a sketch map showing the approximate location of roads or logging trails in the Forest Management Unit and identifying changes that occurred during the previous year;**
- ~~vii. any changes to the legal boundaries or ownership of the land, and to its entry into or exit from classification as Managed Forest under the Private Managed Forest Land Act.~~
- viii. whether any invasive non-native species of plants became established or spread with the Forest Management Unit, and if so, the approximate locations and extent of such plants, and any measures taken to limit or eradicate them;**

9. Statutory Right of Way

The Owners hereby grant to- each Covenant Holder the non-exclusive full, free and uninterrupted right, liberty, easement and statutory right of way pursuant to section 218 of the *Land Title Act* for each Covenant Holder, its officers, employees, and any other designated representatives to enter and inspect the Forest Management Unit to do the following:

- (a) enter and inspect the Forest Management Unit at all reasonable times, unless in the opinion of a Covenant Holder there is an emergency or other circumstance which does not make inspection of the land at a reasonable time practicable, in the sole discretion of the Covenant Holder;
- (b) as part of inspection of the Land, to take soil, water, tree cores, or other samples, photographs and video and sound recordings as may be necessary to monitor compliance with and enforce the terms of this Agreement; and
- (c) to place temporary markings on the Land which shall subsequently be removed by that Covenant Holder.

10. Enforcement Remedies of the Covenant Holders

- (a) -If either Covenant Holder reasonably believes that the Owners have or may have neglected or refused to perform any of the obligations set out in this Agreement or may be in breach of any provision of this Agreement, that Covenant Holder may serve on the Owners and the other Covenant Holder a notice setting out particulars of the breach. Such notice may include a request that the Owners provide to the Covenant Holders a report signed by a Registered Professional Forester or by a Registered Professional Biologist or other person with experience in Sustainable Forestry Practices whose qualifications are acceptable to the Covenant Holders, prepared at the expense of the Owners, that includes an objective assessment, and evidence in support of such assessment, of the Owners' compliance with such terms of this Agreement as the Covenant Holders may specify, and measures recommended to remedy the effects of the breach consistent with the intent of this Agreement.
- (b) The Owners must, within 90 days of receiving notice under this section, or from the conclusion of the dispute resolution provision under Section 11 if it is invoked, provide the requested report, remedy the breach, or make arrangements satisfactory to the Covenant Holders.
- (c) In the event of a breach of Sections 6(a) or 6(b), the Owners must, at the sole discretion of the Covenant Holders, pay 150% of the market value of the excess amount of timber removed, with the payment to be made promptly to the Covenant Holders or other recipient as may be directed by the Covenant Holders.

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——(d) This Section 10 does not affect the right of the Covenant Holders to pursue any other legal or equitable remedy in relation to a breach or an anticipated breach of this Agreement.

11. **Rent Charge and its Enforcement**

(a) ~~——(a)~~ **As security for the performance of the Owners' obligations under this**

-Agreement, the Owners grant to the Covenant Holder a perpetual rent charge against the Land, ranking prior to all other financial charges and encumbrances ——registered against the Land, including options to purchase and rights of first refusal. However the Covenant Holders agree to postpone and subordinate the Rent Charge to a first mortgage charging the Land, only if the principal amount of the mortgage does not exceed 75% of the market value of the Land as encumbered by the covenants in this Agreement. The Rent Charge is granted both under s. 219 of the *Land Title Act* ——(British Columbia) as an integral part of the statutory covenant created by this Agreement and as a fee simple rent charge at common law.

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(b) ~~(b)~~ **The Rent Charge is suspended so long as the Owners are not in breach of this Agreement or are diligently proceeding to cure the breach in accordance with Section 10 of this Agreement.**

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(c) **The Rent Charge secures payment by the Owners to the Covenant Holders the sum of \$10,000.00 per annum to be adjusted annually as provided for in Section 11 (d), which Rent Charge shall be absolute property of the Covenant Holders in fee simple and be payable from the Land without any set-off or destruction on or before July 1 in each and every year.**

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——(d) **-The Rent Charge Amount is to be adjusted on January 1 of each year by ——increasing or decreasing, as the case may be, the Rent Charge Amount by the ——amount determined by multiplying the Rent Charge Amount on December 31 ——immediately preceding by the percentage increase or decrease, as the case ——may be, in the CPI between the previous January 1 and that December 31 and ——adding the amount so determined to the Rent Charge Amount as it stands on ——that December 31. If Statistics Canada, or its successor in function, ceases to ——publish a CPI or comparable indicator as determined by the Covenant Holder in ——its sole discretion, the parties agree that the factor to be used in determining the ——Rent Charge Amount for each year shall be an increase of 3%.**

(e) **Upon the Owners being in breach of the agreement, all of the Rent Charge shall forthwith become due and payable by the Owner to the**

Covenant Holders, and shall be paid on the date set for payment without demand.

- (f) The Covenant Holders may exercise any and all remedies available at law or in equity for enforcement of the Rent Charge, and without limiting the foregoing may sue in debt and levy distress against the Land.
- (g) If any of the Covenant Holders wishes to enforce the Rent Charge, it shall provide notice to that effect to the other Parties. This notice may be given within two weeks after notice given under Section 10.
- (h) A Covenant Holder receiving notice under Section 10 may within 30 days from receipt give notice to the party giving notice under Section 10 that it wishes to enforce the Rent Charge jointly, and if it does not do so it is deemed not to enforce the Rent Charge.
- (i) If the Rent Charge is enforced jointly:
 - (i) reasonable expenses incurred as a result of the enforcement of the Rent Charge shall be shared equally among the parties enforcing the Rent Charge; and
 - (ii) the net proceeds obtained as a result of the enforcement of the Rent Charge shall be shared equally among the parties enforcing the Rent Charge; unless otherwise agreed in writing among the Covenant Holders.
- (j) If a Covenant Holder receiving notice under Section 10 does not elect in writing to enforce the Rent Charge jointly, that Covenant Holder shall have no entitlement to the Rent Charge and shall have no obligation to assume expenses incurred in such enforcement unless otherwise agreed in writing among the Covenant Holders.

12. Endowment Fund

The Endowment Fund is a one-time payment of \$10,000 payable to the Galiano Conservancy Association to help cover the costs of ongoing monitoring.

13. Dispute Resolution

In this section "dispute" means any disagreement as to the meaning of this Agreement, any disagreement as to an action taken or proposed to be taken by a party under this Agreement, including an action taken in that party's sole and unfettered discretion, or a breach or anticipated breach of this Agreement.

- (a) In the event of a dispute, a party to this Agreement may give notice to the other party setting out the subject matter of the dispute and scheduling a meeting of all parties to be held within 10 business days of receipt of the notice at a location on Galiano Island specified in the notice.
- (b) If notice is given under this Section, the parties must cease all activities related to the subject matter of the dispute and must attend the scheduled meeting.
- (c) The parties must, acting reasonably and in good faith, attempt to resolve the dispute in a timely manner.
- (d) If the parties cannot resolve the matter within 20 business days of the date all parties have received notice of the dispute, any party may require the appointment within 10 business days of a mutually acceptable person to mediate the dispute, the costs of the ~~mediation~~ mediator being borne equally by all parties. The parties must act reasonably and in good faith and cooperate with the mediator and with each other in an attempt to resolve the matter within 30 days after the mediator is appointed.
- (e) This Section 9 does not affect the right of any party to seek and pursue other remedies, legal or equitable.

1214. Discharge and Modification of this Agreement

- a) This Agreement must not be modified or discharged except by an instrument in writing executed by the Owner and the Covenant Holders.
- b) The Local Trust Committee may, before consenting to any modification or discharge of this Agreement, hold a public hearing on Galiano Island after giving notice and of the hearing in the manner described in sections 892(2) and (3) of the *Local Government Act*.

1315. Notice

- (a) Any notice, request for approval or consent under this Agreement may be given by any of the following means:
 - (i) delivered in person; or
 - (ii) sent by email to the parties at their respective email addresses set out in Section 15(c), followed by a copy sent by ordinary mail; or
 - (iii) sent by Xpresspost requiring signature on delivery, addressed to the parties at their respective addresses set out in Section 10(d).
- (b) A notice sent by Xpresspost is deemed to have been received on the second business day following mailing.
- (c) The addresses of the parties for notice are as follows:
The Owners:

120 Manastee Road
Galiano Island, B. C. V0N 1P0

Email: bowie.keefer@gmail.com

provided that if the ownership of the Land has changed, to the registered owner in fee simple as indicated on title to the Land at the time of notice.

The Covenant Holders:

The Galiano Island Local Trust Committee
200-1627 Fort Street, Victoria, B.C. V8R 1H8

The Galiano Conservancy Association
2540 Sturdies Bay Road, Galiano, B.C. V0N 1P0

- (d) Each party must give written notice to the others of any change in its address from that set out in Section 10(d)(15)(c) as soon as reasonably practicable following such change of address.

14.16. No Effect on Laws or Powers

This Agreement does not:

- (a) affect or limit the discretion, rights, duties or powers of the Local Trust Committee under any enactment or at common law, including in relation to the use or subdivision of the Land;
- (b) impose on the Covenant Holders any duty of care or other legal duty of any kind to the Owners or to anyone else;
- (c) oblige the Covenant Holders to enforce this Agreement, which is a matter within the sole discretion of the Covenant Holders;
- (d) affect or limit any enactment relating to the use of the Land; or
- (e) relieve the Owners from complying with any enactment, including in relation to the use of the Land.

~~15~~¹⁷. No Liability in Tort

This Agreement creates only contractual obligations. 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.

~~16~~¹⁸. Entire Agreement

This is the entire Agreement between the parties and none of the Covenant Holders has made any representations, warranties, guarantees, promises, covenants or agreements to or with the Owners other than those expressed in writing in this Agreement, nor have the Owners made any representations, warranties, guarantees, promises, covenants or agreements to or with the Covenant Holders other than those expressed in writing in this Agreement.

~~17~~¹⁹. Amendment

No amendment to this Agreement is valid unless in writing and executed by the parties.

| ~~18~~²⁰. Interpretation

- (a) This Agreement is comprised of the recitation of the parties, the recitals to this Agreement, the express terms of the Agreement, and the Schedules to the Agreement.
- (b) In this Agreement:
 - (i) wherever the singular or masculine is used it shall be construed as meaning the plural or the feminine or the body corporate or politic where the context so requires;
 - (ii) every reference to a party is deemed to include heirs, executors, administrators, successors, assigns, officers and employees of such parties wherever the context so requires or allows; and
 - (iii) the underlined headings are inserted for reference and convenience only and must not be used to construe or interpret the Agreement.

| ~~19~~²¹. Waiver

An alleged waiver of any breach of this Agreement is effective only if it is an express written waiver signed by each of the Covenant Holders and is only effective to the extent of that express waiver and does not operate as a waiver of any other breach.

| ~~20~~²². Runs with the Land

The statutory right of way and covenants in this Agreement shall charge the Land pursuant to s.218 and s.219 of the *Land Title Act*, respectively, and the burden of all the covenants in this Agreement shall run with the Land and bind the successors in title to the Land and charge the Land and every part into which the Land may be divided or subdivided.

| ~~21~~²³. Enurement

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

| ~~22~~²⁴. Owner's Reserved Rights

Unless expressly restricted or prohibited by this Agreement, the customary rights of the Owners to use, occupy and maintain the Land as Owners of the land are fully reserved to the Owners and, without limiting the generality of the foregoing, the following rights are expressly reserved to the Owners:

- a) to clear land and maintain cleared land within the **Accessory** Residential Site;

- b) to construct and maintain such septic field or other domestic sewage treatment and disposal facilities within the Residential Site as may be required for the permitted buildings;
- c) to construct, maintain and restore service of electricity, telephone and other utilities to the permitted buildings within the **Accessory** Residential Site;
- d) to maintain, restore or replace buildings and other improvements, the location of which are indicated in the Baseline Report or permitted within the Accessory Residential Site;
- e) to maintain, restore or replace the driveway identified in the Baseline Report or permitted within the Accessory Residential Site;
- f) to allow public access to the land;
- g) to install, maintain, restore or replace any signs that may be permitted on the Land;
- h) to develop any road or highway that may be required as a condition of subdivision approval;
- i) to apply for ~~BC Assessment~~ **a change in tax** classification as ~~Managed Forest~~; and
- j) ~~to apply for inclusion of any portion of the Land in the Natural Area Protection Tax Exemption Program.~~

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25. Payment and Interest on Monies Owing

Any monies owed by the Owners to the Covenant Holders pursuant to this Agreement:

- (a) shall be paid by the Owners to the party or parties to which it is owed; and
- (b) shall bear interest at 3% per annum over the prime rate of interest charged by the banker of the Islands Trust for short term unsecured commercial loans.

2426. Execution

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

2527. Registration

The Owners agree to do everything necessary, at the Owners' 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. The Owners agree that no new dwellings or other buildings shall be erected on any part of the Land prior to registration of this Covenant in the Land Title Office.

| ~~26~~²⁸. Assignment of Covenant

The Covenant Holders may assign the benefit of this Covenant to another person or entity authorized to hold covenants under s. 219 of the *Land Title Act*, or, by assignment, add as a covenantee a person or entity authorized to hold s. 219 covenants and statutory rights of way under section 218 of the *Land Title Act*.

| ~~27~~²⁹. Indemnity

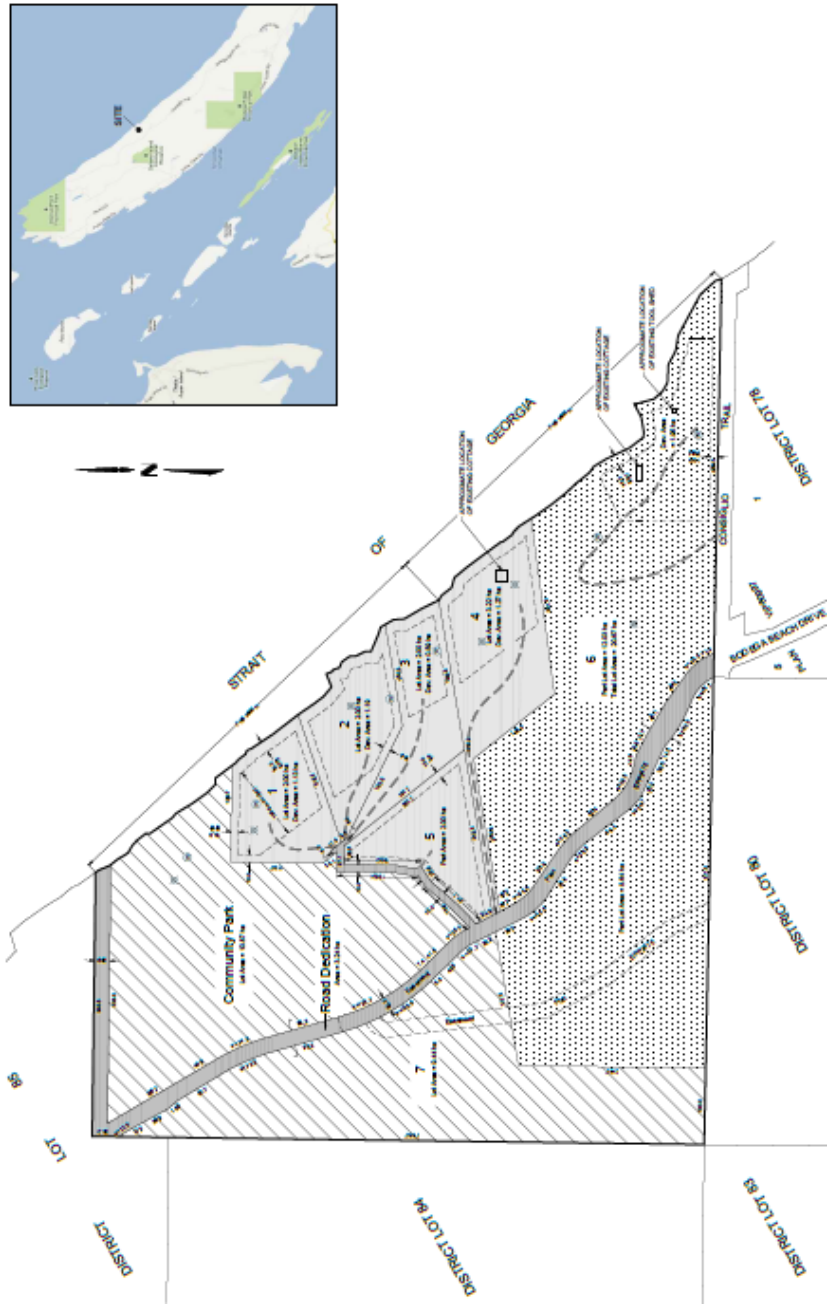
The Owners hereby indemnify and save harmless the Covenant Holders and their elected and appointed officials, officers, employees, **contractors**, and designated representatives from and against all loss, damage, cost, actions, suits, debts, expenses and harm of any kind whatsoever which the Covenant Holders may at any time suffer or incur arising out of or related to this Agreement or any breach of it.

| ~~28~~³⁰. Further Acts

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

SCHEDULE A

SUBDIVISION PLAN OF DL 79



Schedule B

BASELINE REPORT

Lot 6 of District Lot 79, Galiano Island

1. INTRODUCTION

As the subject parcel has been under active forest restoration treatment for the past two decades, this baseline report is effectively a mid-term progress report on that project.

Most of the parcel may be characterized as monoculture Douglas-fir plantation in two age cohorts of roughly equal area, respectively about 30 and 50 years old.

At the time of its acquisition 22 years ago by the present owners, the younger area had been successfully replanted with the juvenile trees mixed with early succession vegetation that has since disappeared; while the older area was immature closed canopy pole forest with excessive ladder fuel loading. A baseline report at that time would have recorded the condition of this young biodiversity degraded industrial plantation forest as being seriously unsatisfactory relative to a natural forest, despite full restocking having been achieved.

Since then, the forest cover has been significantly transformed primarily by natural evolution, with some assistance from the restoration work that has been done. While progress has been made, the condition of the forest is still less than fully satisfactory. It is expected that continued natural recovery and the ongoing restoration project will provide major improvements over the next several years and beyond.

2. PROPERTY DESCRIPTION

This 20.6 ha parcel is shown on the map of Figure 1. The parcel is bisected by Bodega Beach Drive, and extends approximately 1 km westward from the Strait of Georgia. The terrain rises gently to a maximum elevation of 120 m at the ridge on the western boundary. Westward and uphill from Bodega Beach Drive, the parcel adjoins land to be owned by BC Parks on its northern and western boundaries, and District Lot 80 also owned by Anna and Bowie Keefer on its southern boundary. Eastward and downhill from Bodega Beach Drive, the parcel adjoins DL 79 subdivision Lot 4 owned by Michelle and Paul Ramaekers

on its northern edge, and the public beach access known as Consiglio Trail on its southern edge.

An area of 2 ha of Lot 6 near the waterfront is designated as the Residential Site, while the remaining area (apart from public roads and easement driveways) is the Forest Management Unit. This Forest Management Unit is combined with contiguous District Lot 80 under common ownership to form an integrated managed forest of approximately 66 ha, registered under the Private Managed Forest Land Act as Managed Forest 160.

3. OWNERSHIP AND MANAGEMENT HISTORY

Prior to 1993, this land was part of the Galiano Island industrial forest lands owned by MacMillan Bloedel. With the exception of a fringe along the shore, all of the Lot 6 parcel was subjected to clear-cut logging, with approximately half logged and replanted around 1966, and the other half logged and replanted around 1983. A small area at the northwest corner of the parcel is part of an area that was clear-cut in 1989.

By allocation agreed with other owners of District Lot 79 prior to subdivision, most of this parcel has been owned and managed by Anna and Bowie Keefer, and the remainder on the northern edge by Michelle and Paul Ramaekers, since November 1993.

For the past 22 years, this land has been actively managed by the Keefers and Ramaekers according to the principles of ecosystem-based sustainable forestry. An effort has been made to apply ecoforestry techniques toward restoration of a natural forest structure from the former industrial forest plantation. Most of the work has been done by family members. A FRDA grant was obtained and applied in 1994 for thinning of juvenile alder and fir with good results. Since then, about 60% of the forest area has been treated with high pruning by the owners. This treatment has been very successful in bringing light into the forest stands, greening the forest floor, and reducing wildfire risks.

Long term management objectives are:

- a) restoration of biodiversity and multi-layered mature forest stands, evolving from monoculture plantations toward eventual old-growth structure
- b) enhancement of aesthetic and recreational values
- c) wildfire risk reduction by fuel load management activities including brushing, pruning and pre-commercial thinning
- d) protection of watersheds by preserving the forest canopy with minimal disruption

- e) selective harvesting for production of high quality timber and value-added products
- f) observing effects of sustainable forestry practices on carbon sequestration in biomass, soil and forest products.

4. TERRAIN, SOILS AND DRAINAGE

Soils are mostly thin and of poor to medium quality over decayed sandstone and glacial till. There are no exposures of solid bedrock. At lower elevations, there are some areas of deeper soil over post-glacial beach terraces. At higher elevations, there are some large scattered glacial erratic granite boulders.

Where left by previous logging operations, coarse woody debris has been left scattered in place to provide habitat and to increase organic matter content of the soil.

There are no steep slopes that would present erosion problems or constraints on forestry. Artificial drainage channels in ruts of old logging roads should be diverted into the adjacent woodland.

There are no streams or wetlands in the Forest Management Unit, except for a small wet season pond in a depression at the top of the ridge on the western boundary. This depression is at the extreme southwest corner of the parcel, overlapping into District Lot 80. It collects water in the rainy season, but quickly dries to be a grassy meadow in the summer.

5. FOREST COVER

All stands of the Forest Management Unit are presently fully stocked. As future harvesting will be selective, subsequent restocking would be mainly by natural regeneration. Some planting of under-represented native species should be undertaken to enhance forest diversity.

As shown in the map of Figure 1, the forest cover of Lot 6 has been divided into polygons according to dominant tree species and age, as well as previous treatment history. In sequence from older to younger, these polygons include:

- Polygon 1. Mature cedar and fir adjacent to waterfront. No harvesting except of fallen or damaged trees will be done in this area.

- Polygon 2. Douglas-fir planted in 1966. Well spaced and pruned to 6 m height. Understory vegetation of salal and sword ferns has been greatly enhanced by the work done. A further lift of high pruning is planned.
- Polygon 3. Douglas-fir planted in 1966, with abundant salal and coarse woody debris. Pruning is underway, with untreated areas mostly near the northern edge.
- Polygon 4. Douglas-fir planted in 1966, above Bodega Beach Drive. This forest is mostly well spaced. There is a small grove of cedars on the upper edge adjoining polygon 9. Restoration activities of pruning and dropping of small dead trees to forest floor are well advanced, with more work required in the northern part of this area.
- Polygon 5. Douglas-fir, grand fir, big leaf maple and red alder from 1983. This small area has attractive diversity, while the deciduous trees are thinning themselves naturally.
- Polygon 6. Cedar and Douglas-fir from 1983. This is a good cedar site. Further thinning is required to reduce fuel loading.
- Polygon 7. Douglas-fir planted in 1983, below Bodega Beach Drive. Pruning and thinning are underway to reduce fuel loading.
- Polygon 8. Douglas-fir from 1983, above Bodega Beach Drive. First pass pruning is largely complete.
- Polygon 9. Douglas-fir from 1983, from DL 80 easement road to ridge. The southern part of this area is attractively open young forest which has been treated with good results by pruning and some spacing, while the northern portion is much thicker immature forest in need of intensive fuel reduction work.
- Polygon 10. Arbutus grove with Douglas-fir and red alder from 1983. As shown in Figure 4, a depression on the ridge at the SW corner of the parcel is a winter season pond, draining to be a grassy meadow in the summer. Some thinning of Douglas-fir is needed to prevent excessive suppression of attractive arbutus specimens.
- Polygon 11. Red alder with minority Douglas-fir from 1990. This small area provides a useful firebreak between Lot 6 and the adjacent BC Parks area whose young forest is in serious need of work to reduce fuel loads.

6. DISTURBANCE HISTORY

Polygon 1 is a remnant of natural forest with well spaced fir and cedar as shown in Figure 5, though not old-growth.

Polygons 2 – 4 are well-stocked Douglas-fir plantation from 1966.

Polygons 5 - 10 were replanted in 1983 and are fully stocked.

Polygon 11 was clear-cut in 1989, and regenerated naturally.

7. RECREATIONAL USES

Dedicated public trails include Meade Trail and the East Ridge Trail, providing links between Bodega Ridge, Dionisio Point and the Consiglio Trail beach access. These trails are managed under the auspices of the Galiano Trails Society.

Some of the trails are old forestry access roads, and others are more recently built single track hiking or mountain bike trails.

8. ROADS AND EASEMENTS

Lot 6 is bisected by Bodega Beach Drive.

A lower easement road provides driveway access to the Residential Site and to adjacent Lot 4. There is also a short water line easement to Lot 4 along an old road.

An upper easement road provides driveway access from Bodega Beach Drive to District Lot 80, and across DL 80 to Manastee Road.

Driveway improvements are underway, with an improved route below Bodega Beach Drive to avoid steep grades and to enable the deactivation of the present vehicle roadway on Consiglio Trail. This improved route takes advantage of an old road on the boundary between polygons 3 and 7 as shown in Figure 1.

As shown on the map, a number of the trails on Lot 6 and contiguous DL 80 are old forestry roads which are being maintained in good condition as multi-use trails. These trails are also maintained for access by light vehicles for forestry work and wildfire defence.

9. FOREST FIRE SAFETY

Considerable fuel load reduction has been done by brushing, spacing and pruning. Much more pruning and thinning will be required in some areas, particularly in the younger forest west of Bodega Beach Drive.

Existing deciduous bands of alder and maple may serve as natural fire-breaks.

There is a good network of trails suitable for emergency vehicle access on this parcel and extending into neighbouring properties. This access will be enhanced by the planned driveway improvements.

The possibility should be considered of enhancing the seasonal pond on the ridge at the extreme SW corner of the parcel to hold water into the summer as a fire protection reserve. Any proposed action on this will be discussed with the Covenant Holders.

10. LESSONS LEARNED SO FAR

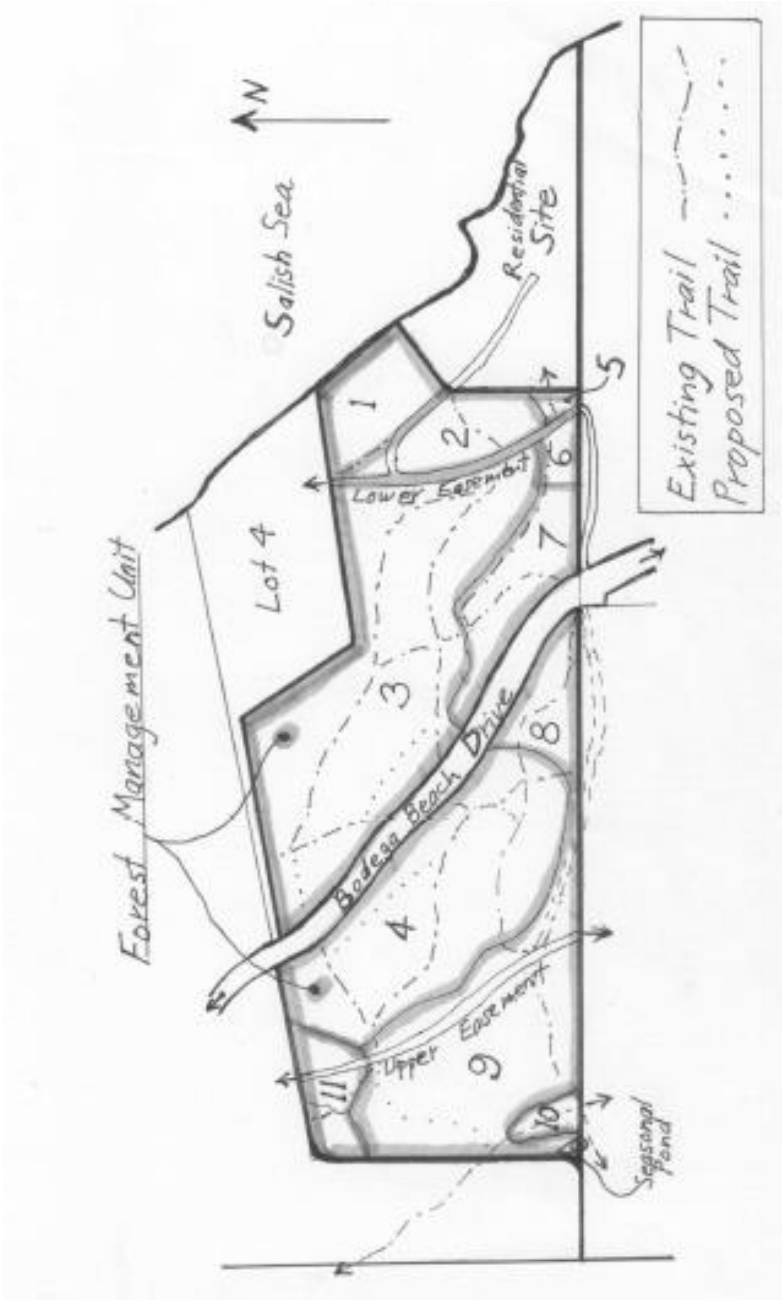
In extremely crowded juvenile stands, intensive thinning is often needed for forest health and wildfire safety. An effort is made in thinning to improve the diversity of the maturing forest, so some deciduous trees will be retained in a predominantly coniferous stand, while alders and maples will be thinned to prevent suppression of young conifers in a predominantly deciduous stand.

We have learned from experience that more firs must be sacrificed to avoid extensive suppression of arbutus, an extremely desirable species for attractive forest aesthetics. The flowering currant and hairy Manzanita bushes that were present in open and recently replanted clear-cut areas back in 1993 have all been killed by shade from the growing plantation. Attractive patches of bearberry or kinnikinnick have also disappeared for lack of sunlight.

With hindsight, we would have thinned many areas more aggressively to retain small open areas of sunlight, as recommended in the GIFA Guidelines.

In closed forest stands on this parcel, most Douglas-firs are pruned in successive lifts up to about 6 m. Over 60% of this parcel has been treated to date with very good results. If done early enough with young firs, this treatment increases timber value. Our main motivations are to reduce ladder fuel load, to improve forest aesthetics, and to encourage the greening of the forest floor with salal, mahonia and ferns.

Figure 1: Map of Forestry Polygons and Trails in Lot 6 of DL79



STAFF REPORT

File No.: GL-RZ-2011.1
(GLCHT)

To: Galiano Island Local Trust Committee
for the meeting of February 1, 2016

From: Robert Kojima, Regional Planning Manager

CC: Kim Farris, A/ Planner 2

Re: Rezoning Application for Galiano Green (Galiano Land and Community Housing Trust)

OVERVIEW:

This staff report will provide the Galiano Island Local Trust Committee (LTC) with an update on changes to Galiano Green application by the Galiano Land and Community Housing Trust (GLCHT), provide an estimate for legal work to revise the housing agreement, and outline options for proceeding with the application.

BACKGROUND:

Various staff reports, memoranda, and professional reports concerning the application are available on the LTC webpage under [Current Applications](#).

In brief, the application is to rezone a 10 acre (4 ha) parcel of land to permit the construction of 20 affordable dwelling units, each with a maximum floor area of 1000 sq. ft. (46.5 - 92.9 sq.m.). The proponent organization (GLCHT) owns the land and has successfully had the site excluded from the ALR. The proposal was that GLCHT would continue to own the land and would lease up to 20 sites to qualifying individuals. Dwellings would be constructed and owned by the lessees (either self-built or by contractor). Limited servicing would be provided by GLCHT, including:

- A common, non-conventional septic system
- Common driveways and parking
- A common building, containing laundry and showers

Lessees would be required to provide potable water to each dwelling via rainwater catchment, with no connections proposed to the single well serving the common building.

The proponents are targeting households with incomes between 70% and 90% of the median household income on Galiano Island (\$32,000 to \$42,000 per year (2011 dollars)). In order to ensure on-going affordability, and consistent with OCP policy, the proponents agreed to enter into a housing agreement with the LTC. GLCHT also agreed, at the request of the LTC to enter

into a s. 219 covenant to establish a phasing plan, regulate site layout, and allow for the LTC to review the effectiveness of the rainwater catchment systems upon completion of the first phase. GLCHT also agreed that two of the units in the first phase would be constructed by GLCHT for sale or rent to qualifying individuals or households.

Bylaw 233 would amend the OCP Land Use designation on the property to re-designate the land to Community Housing. Bylaw 234 would rezone the property to a new zone – Community Housing One (CH1) – which would permit up to 20 affordable housing dwellings, establish a maximum floor area, and reduce parking requirements.

The respective bylaws (Bylaws 233 and 234) were given First Reading on July 9th, 2012, with conditions established prior to the LTC proceeding with further readings and a public hearing. A community information meeting was held in November 2013. Following that meeting the applicants submitted the following reports:

- A revised [Feasibility Plan](#), provided in May 2014, provides consolidated information and analysis on the proposal, addressing concerns and questions raised following the preliminary report prepared for the November 2013 Community information meeting.
- A [demand and need study](#) which provided an analysis of demographics, income and housing to provide comment on the supply, diversity and affordability of the housing stock.

The application and the resulting density increase is premised on the development providing affordable housing consistent with OCP policy 1.6(b) and with the definition of affordable housing in OCP, namely that:

- it be rental or owned housing that can be acquired without exceeding 30 per cent of the median gross income of low to moderate income families on Galiano
- all additional density be affordable units; and
- that affordability be secured through the mechanism of a housing agreement

A draft housing agreement has been prepared and had preliminary legal review. In order to ensure affordability, the housing agreement would need to address rates, other costs or fees, income and asset criteria for purchasers, rental rates for renters, and a mechanism to address increases in value and resale prices.

The bylaws received second reading on September 8, 2014.

A memo was provided at the last LTC meeting (December 7, 2016) summarizing the status of the proposal, its key elements, efforts by the applicants to find a legal mechanism to allow separate ownership of land and the structures affixed to land. As alternatives the applicant's counsel offered three models: bare land strata, mobile home park, or leases defined by the foundations of the buildings. At that meeting the LTC passed the following resolution:

GL-2015-117

It was MOVED and SECONDED,

THAT, the Galiano Island Local Trust Committee requests staff to refer the Galiano Green housing agreement, based on the foundation lease model, to Islands Trust legal counsel for an estimate of costs.

CARRIED

Subsequent to the LTC meeting the applicant provided written confirmation that the proposal is being changed to a bare land strata subdivision, specifically:

[The GLT Board] “passed a motion to change our structure from the Foundation Lease model to the Bare Land Strata option as described by Margaret Sasges where the GLT owns the only share. We still own all the land and lease it to the applicants to build their houses.”

Staff have now obtained an estimate from legal counsel to revise the housing agreement to address a bare land strata approach. Staff have informed the applicant of the estimated amount. Once the applicant indicates they are agreeable and the LTC passes the required resolution, staff will process the agreement and direct counsel to commence the work.

STAFF COMMENTS:

The change in the proposal to bare land strata, will result in a number of amendments and changes:

1. Bylaw 234 (LUB amendment) will need to be amended to permit a bare land strata subdivision. Currently it permits up to 20 units, but not subdivision.
2. The subdivision servicing requirements would need to be varied to relax the proof of potable water requirements at time of subdivision.
3. The draft housing agreement will need to be revised to address the bare land strata approach. This is proposed to be undertaken by Islands Trust legal counsel through the mechanism of a cost recovery agreement.
4. The site plan will need to be revised to show the proposed strata lots, common property, access routes, and proposed park dedication. The development control covenant attaching the site plan will need to be reviewed and potentially revised.
5. As a subdivision, section 510 of the Local Government Act (formerly 941) would require dedication of up to 5% of the land as park or cash in lieu. It is up to the applicants to propose which option and the location of any land for park, and up to the LTC to determine that the amount and location are acceptable. Any proposed park dedication would be referred to the Parks and Recreation Commission for comment, and title to park (or the cash-in-lieu) would be transferred to the Capital Regional District at time of registration of subdivision.

The bylaws currently have second reading, the next step would be for the LTC to request that staff report back with amendments to the draft LUB amendment, this would entail rescinding second reading, making amendments, and proceeding with a new second reading.

The LTC will also need a resolution requesting that staff proceed with a cost recovery agreement with the applicant to have legal counsel revise the housing agreement.

The LTC should also request that the applicant provide information to the LTC on how the application would address the parkland requirements and also how the housing agreement would be administered under a strata corporation.

Given the changes required to the bylaw and the housing agreement, it is premature recommend proceeding to a public hearing at this point.

The changes proposed by the applicant to proceed with a bare land strata subdivision are encouraging. The recommendations are that staff continue to work with the proponents and legal counsel on revising the housing agreement by cost recovery; request that the applicant update the site plan and address future governance; and that staff report back to the LTC with amendments to the bylaw.

RECOMMENDATIONS:

1. THAT the Galiano Island Local Trust Committee request staff to report back with amendments to proposed Bylaw 234 that would permit rezoning application GL-RZ-2011.1 to proceed as a bare land strata subdivision.
2. THAT the Galiano Island Local Trust Committee authorize staff to enter into a cost recovery agreement with the applicant for rezoning GL-RZ-2011.1 (Galiano Green) for review of and revisions to the draft housing agreement.
3. THAT the Galiano Island Local Trust Committee request that prior to further consideration of rezoning application GL-RZ-2011.1 (Galiano Green) that the applicant provide a revised layout plan, propose how the bare land strata subdivision would address s.510 requirements for provision of parkland, and provide a written proposal detailing how the terms of the housing agreement would be administered.

Respectfully Prepared and Submitted by:



Robert Kojima, RPM

January 20, 2016

Date



Top Priorities

Galiano Island

No.	Description	Activity	Received/Initiated	Responsibility	Target Date	Status
1	Secondary Suite Review	To research potential issues and options for secondary suites on Galiano Island.	02-Feb-2015	Kim Farris	02-Feb-2016	On Going
2	Cottage Regulations Review	To review cottage regulations in the Galiano Island Land Use Bylaw with respect to height and maximum floor area. Also to review cottage definition and policies in the Galiano Island Official Community Plan.	02-Feb-2015	Kim Farris	02-Feb-2016	On Going
3	Home-based Contractors	To look at options of permitting contractor yards	03-Feb-2014	Robert Kojima Kim Farris	30-Nov-2015	On Going

**Projects****Galiano Island**

No.	Description	Activity	Received/Initiated	Status
1	Soil Removal and Deposit Bylaw	Review need and options for implementation of soil removal and deposit bylaw	12-Sep-2011	On Going
2	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	On Going
3	Dock Review	Review issues regarding docks and new shoreline information and whether changes are required to the LUB.	18-Nov-2013	On Going
4	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	On Going
5	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	On Going
6	Ocean Based Geo-Exchange Systems	Review of regulations for geo-thermal exchange use.	18-Nov-2013	On Going
7	Information Note Addition	Add in Information Note on Archeological Sites under General Regulations	18-Nov-2013	On Going
8	Light Industrial Zoning	A review and inventory assessment of existing and potential light industrial zones.	18-Nov-2013	On Going



Projects

Galiano Island

No.	Description	Activity	Received/Initiated	Status
9	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	On Going
10	Community Benefit Review for Forest Lands	Staff to prepare preliminary report for new LTC	08-Sep-2014	On Going
11	Consider amendments to re-designate and rezone crown owned Forest lots.- Bylaws 231, 232 at First Reading	re-refer to FLNRO for comment		On Going
12	Telecommunication Strategy	To consider a telecommunication strategy to address cell tower policies and procedural guidelines.	12-May-2015	On Going



Islands Trust

Print Date: January 25, 2016

Applications

Board of Variance

File Number	Applicant Name	Date Received	Purpose
GL-BOV-2015.1	DON ROBSON	23-Sep-2015	120 ARBUTUS POINT RD

Requesting variance for septic tank/field and proposed cottage.

Planner: Phil Testemale

Planning Status

Status Date: 14-Jan-2016

Notice prepared and forwarded to Dep Sec for mailout

Status Date: 14-Jan-2016

On Feb 15, 2016 BOV agenda

Status Date: 07-Jan-2016

Survey plan received

File Number	Applicant Name	Date Received	Purpose
GL-BOV-2015.2	Beverly and William	02-Dec-2015	1536 GEORGESON BAY RD
	New		

To build an addition

Planner: Phil Testemale

Planning Status

Status Date: 14-Jan-2016

ALC indicated that no application req'd

Status Date: 14-Jan-2016

Notice prepared and forwarded to Dep Sec for mailout

Status Date: 14-Jan-2016

On Feb 15, 2016 BOV agenda for consideration

Development Permit

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

GL-DP-2016.1 DONNA L USHER, 14-Jan-2016 1359 PORLIER PASS RD
 CLARE R
 OMELANIEC Rebuild the current 'Road House' residence.
Planner: Kim Farris

Planning Status

Status Date: 16-Jan-2016
 title received, forwarded to LTC and planner

Status Date: 15-Jan-2016
 opened file, processed fee, requested current title from applicant.

Development Variance Permit

File Number	Applicant Name	Date Received	Purpose
GL-DVP-2015.4	OKEPNAK, SHELLEY	17-Dec-2015	61 GEORGESON BAY RD

To vary the setback to accommodate a food truck.

Planner: Kim Farris

Planning Status

Status Date: 25-Jan-2016
 Planner to complete site visit.

Status Date: 22-Dec-2015
 opened file, processed fee, forwarded to LTC, gave to planner

Status Date: 22-Dec-2015
 Emailed surveyor to provide survey site plan.

File Number	Applicant Name	Date Received	Purpose
GL-DVP-2016.1	DONNA L USHER	14-Jan-2016	1359 PORLIER PASS RD

CLARE R
 OMELANIEC Rebuild the current 'Road House' residence.
Planner: Kim Farris

Planning Status

Applications

Status Date: 16-Jan-2016
processed fee, forwarded to LTC and planner

Status Date: 15-Jan-2016
opened file

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: 20-Feb-2015
summary of proposed approach received, update for March 3rd LTC meeting

Status Date: 02-Feb-2015
applicants state they are no longer proceeding with RHTF application. Will provide detailed summary of proposed changes

Status Date: 21-Jan-2015
applicants withdrawing RHTF application

File Number	Applicant Name	Date Received	Purpose
GL-RZ-2013.1	Landworks Consultants Planner: Kim Farris	16-Apr-2013	DL 79 - To amend the OCP and LUB to permit a rezoning to F3, RR, NP from an F1 zoned lot.

Planning Status

Status Date: 19-Aug-2015
Staff & LTC reviewing sustainable forestry covenant.

Status Date: 17-Jun-2015
Draft Sustainable Forestry covenant sent for legal review.

Applications

Status Date: 28-May-2015

Approval received from Minister's office for Bylaw 244.

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 Farris

Planning Status

Status Date: 30-Nov-2015

Updated proposal received by staff. Staff report on Dec 7/15 LTC agenda

Status Date: 26-Aug-2015

Applicant amending proposal to address APC and LTC comments

Status Date: 16-Jun-2015

Application referred to the APC

Subdivision

File Number	Applicant Name	Date Received	Purpose
GL-SUB-2013.1	Kelly Gesner, Landworks Consultants	29-Nov-2013	4150 BODEGA BEACH DR
			To create a conventional subdivision of 7 lots including remainder.

Planner: Kim Farris

Planning Status

Status Date: 13-Aug-2015

PLA extension granted by MOTI

Status Date: 24-Nov-2014

SD file on hold until zoning amendment bylaws are adopted

Status Date: 08-Sep-2014

10 percent waiver approved by LTC

Temporary and Industrial Use Permit

Applications

File Number	Applicant Name	Date Received	Purpose
GL-TUP-2015.1	Geoff Greenwell	18-Nov-2015	743 GEORGESON BAY RD

To operate a B & B

Planner: Kim Farris

Planning Status

Status Date: 25-Jan-2016

Application placed on Feb 1, 2016 LTC agenda.

Status Date: 06-Jan-2016

Notice & draft permitted finalized. Sent out for notification.

Status Date: 20-Nov-2015

opened file, processed fee, forwarded to planner and LTC

Islands Trust
 LTC EXP SUMMARY REPORT F2016
 Invoices posted to Month ending December 2015

625 Galiano	Invoices posted to Month ending December 2015	<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	2,500.00	4,413.27	-1,913.27
65210-625	LTC - Local Exp - APC Meeting Expenses	500.00	1,243.80	-743.80
65220-625	LTC - Local Exp - Communications	300.00	532.23	-232.23
65230-625	LTC - Local Exp - Special Projects	750.00	10.51	739.49
TOTAL LTC Local Expense		<u>4,050.00</u>	<u>6,199.81</u>	<u>-2,149.81</u>
Projects				
73001-625-4049	Galiano Contractor Yard Review	2,500.00	946.57	1,553.43
73001-625-4050	Galiano Secondary Suite Review	2,500.00	1,269.79	1,230.21
73001-625-4051	Galiano Cottage Review	2,500.00	1,230.71	1,269.29
TOTAL Project Expenses		<u>7,500.00</u>	<u>3,447.07</u>	<u>4,052.93</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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