

Galiano Island Local Trust Committee

Regular Meeting Agenda

Date: November 2, 2015
Time: 12:30 pm
Location: Galiano South Community Hall
 141 Sturdies Bay Road, Galiano Island, BC

	Pages
1. CALL TO ORDER	12:30 PM - 12:45 PM
2. APPROVAL OF AGENDA	
3. TOWN HALL AND QUESTIONS	
4. COMMUNITY INFORMATION MEETING	12:45 PM - 1:15 PM
4.1 Galiano Island Local Trust Committee Bylaws No. 242 & 243, 253, 254 & 255	
5. PUBLIC HEARING	1:15 PM - 1:45 PM
5.1 Recess for Public Hearing	
5.1.1 <u>Galiano Island Local Trust Committee Bylaws No. 242 & 243, 253, 254 & 255</u>	
5.2 Recall to order	
6. MINUTES	1:45 PM - 1:50 PM
6.1 Local Trust Committee Minutes Dated October 5, 2015 (for Adoption)	4 - 12
6.2 Section 26 Resolutions Without Meeting Report	
none	
6.3 Advisory Planning Commission Minutes for Receipt	
none	
7. BUSINESS ARISING FROM MINUTES	1:50 PM - 2:00 PM
7.1 Follow-up Action List Dated October 2015	13 - 14
8. DELEGATIONS	2:00 PM - 2:15 PM
8.1 S. Foster - Crystal Mountain Rezoning - Powerpoint Presentation	

9. CORRESPONDENCE

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

none

10. APPLICATIONS AND REFERRALS 2:15 PM - 3:00 PM

- | | | |
|------|---|---------|
| 10.1 | GL-RZ-2013.1 (Landworks) - Staff Report | 15 - 48 |
| 10.2 | Referral of Application for Road Closure - 21455 Porlier Pass Road - Staff Memo | 49 - 55 |

11. LOCAL TRUST COMMITTEE PROJECTS 3:00 PM - 3:30 PM

- | | | |
|------|---|---------|
| 11.1 | Cottage Review -Staff Memo - Bylaws No. 242 & 243 (for further consideration) | 56 - 62 |
| 11.2 | Home Base Contractor Yards - Staff Memo - Bylaw No 253 (for further consideration) | 63 - 68 |
| 11.3 | Secondary Suites Review - Staff Memo - Bylaws No. 254 & 255 (for further consideration) | 69 - 76 |

12. REPORTS 3:30 PM - 4:00 PM

- | | | |
|--------|---|---------|
| 12.1 | Work Program Reports (attached) | |
| 12.1.1 | <u>Top Priorities Report Dated October 2015</u> | 77 - 77 |
| 12.1.2 | <u>Projects List Report Dated October 2015</u> | 78 - 79 |
| 12.2 | Applications Report Dated October 2015 (attached) | 80 - 82 |
| 12.3 | Trustee and Local Expense Report | |
| | none | |
| 12.4 | Adopted Policies and Standing Resolutions (attached) | 83 - 84 |
| 12.5 | Local Trust Committee Webpage | |
| 12.6 | Chair's Report | |
| 12.7 | Trustee Report | |
| 12.8 | Trust Fund Board Report Dated October 2015 (attached) | |

13. NEW BUSINESS

none

14. UPCOMING MEETINGS

- | | |
|------|--|
| 14.1 | Next Regular Meeting Scheduled for December 7, 2015, at 12:30 pm, at the Galiano Island South Community Hall |
|------|--|

15. TOWN HALL 4:00 PM - 4:15 PM

16. CLOSED MEETING (Distributed Under Separate Cover)

none

17. ADJOURNMENT

4:15 PM - 4:15 PM



DRAFT

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

Galiano Island Local Trust Committee Minutes of Regular Meeting

Date: October 5, 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 17 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.

Trustee Pottle spoke to the passing of Ken Millard, Founding Director of the Galiano Conservancy Association and receiver of two Community Stewardship Awards. She expressed condolences and stated that a Celebration of Life would take place on October 11, 2015 at 1 pm at the Galiano Learning Centre.

Chair Busheikin expressed condolences to Mr. Millard's family and all community members who worked with him and valued him.

2. APPROVAL OF AGENDA

The following additions to the agenda were presented for consideration:

- Added item 13.1 – Northern Development Initiative Trust

By general consent the agenda was approved as amended.

3. TOWN HALL AND QUESTIONS

Brian Russell spoke to item 9.1 on behalf of the Galiano Golf and Country Club, which is a not for profit business and offers a life safety Automatic External Defibrillator (AET) for emergency usage. He stated concern regarding signage regulations and related Bylaw Enforcement (BE) and asked the Local Trust Committee (LTC) for guidance.

There was some discussion regarding the Ministry of Transportation and Infrastructure (MoTI) signage program and process, BE and addressing this issue further under item 9.1.

Debbie Holmes stated support for policy being introduced to the Official Community Plan (OCP) specifying that all decisions, which affect or might affect the supply of groundwater, must comply with the BC Water Act or its successor the Water Sustainability Act.

Bowie Keefer spoke to his GL-RZ-2013.1 (Landworks) application and stated that: he and his wife Anna are fine with both the proposed covenant and the one that was presented at Public Hearing (PH); he has only ever represented himself in this process and would like the LTC to consider his covenant as one off, not an F3 template for the community; and Galiano's public and private forests are neglected and need to be managed.

Roger Pettit asked if Beacon Wireless is on the agenda.

Chair Busheikin referred Mr. Pettit to item 13.1, which was added today.

Akasha Forest stated concern with understanding the new format of the minutes, which focus less on discussion and aren't as detailed.

Roger Pettit stated concern with the new format of the minutes and commented that he shouldn't have to attend a meeting in order to know exactly what was discussed.

There was some discussion regarding:

- The minute taking process;
- New minute taking policies, which focus more on LTC decision making;
- Making the minutes as full as possible, whilst still following minute taking policies;
- Budget considerations;
- Minutes not being a verbatim record;
- Some island LTC's (i.e.: Salt Spring) recording their meetings and making audio files available afterwards via the Islands Trust website;
- Legal considerations;
- Defamation considerations.

Diana Lilly stated concern with the new format of the minutes and commented that budget saving is eroding democracy.

4. COMMUNITY INFORMATION MEETING

none

5. PUBLIC HEARING

none

6. MINUTES

6.1 Local Trust Committee Minutes Dated September 14, 2015

The following amendments to the minutes were presented for consideration:

- Page 7, GL-2015-079 – replace “ “5 metres” ” with “ “5 metres ” and replace “ height.” ” with “ height.” ”
- Page 9, item 12.6 – insert “the need to address” before “understaffing”
- Page 9, item 12.7 – replace “aquiculture” with “aquaculture”

By general consent the Galiano Island Local Trust Committee meeting minutes of September 14, 2015 were adopted as amended.

6.2 Section 26 Resolutions Without Meeting Report

none

6.3 Advisory Planning Commission Minutes

none

7. BUSINESS ARISING FROM MINUTES

7.1 Follow-up Action List Dated September 2015

A/Planner 2 Farris summarized the report.

Regarding No. 10, this item is now done.

8. DELEGATIONS

none

9. CORRESPONDENCE

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

9.1 September 26, 2015, Letter From J. Hatch re: Signage

Brian Russell was in attendance and spoke on behalf of the Galiano Golf and Country Club.

There was some discussion regarding:

- Directional signage;
- MoTI signage program not being subject to local bylaws;
- Process;
- Possible Capital Regional District (CRD) or Economic Development Commission (EDC) funding;
- Group signage at certain points throughout the island;

- Ministry of Transportation and Infrastructure (MoTI) signage being on highways right of way, not public/private property;
- Bylaw Enforcement (BE).

GL-2015-090

It was MOVED and SECONDED,

THAT, the Galiano Island Local Trust Committee write a letter of support to John Hatch, President of the Galiano Golf and Country Club in support of an application to the Ministry of Transportation and Infrastructure to create directional signage to the Galiano Golf and Country Club.

CARRIED

There was further discussion regarding BE and a possible need for abeyance.

Regional Planning Manager (RPM) Kojima stated that the goal of BE is compliance and that as long as compliance is being worked towards then abeyance is not necessary.

10. APPLICATIONS AND REFERRALS

10.1 Salt Spring Island Local Trust Committee Bylaw No. 483 Referral

Chair Busheikin provided information.

GL-2015-091

It was MOVED and SECONDED,

THAT, the Galiano Island Local Trust Committee considered Salt Spring Island Local Trust Committee Bylaw No. 483 and decided Interests Unaffected by Bylaw.

CARRIED

There was some discussion regarding abattoirs and RPM Kojima stated that, as far he knows, there is no provision for them on Galiano.

11. LOCAL TRUST COMMITTEE PROJECTS

11.1 Secondary Suites and Cottages Review

A/Planner 2 Farris provided information from Staff Report dated September 24, 2015 (File No.: 6500-20-Galiano Cottage Review & Secondary Suites Projects).

There was some discussion regarding:

- Owner(s) needing a Temporary Use Permit (TUP) if not living on the property;
- Different possible rental scenarios;
- Lots over 1 acre (0.4 hectare (h)) being permitted either a secondary suite or a cottage;
- Home occupation regulations;
- Supporting people who need income and affordable housing;
- Need to consider socioeconomic impact(s).

GL-2015-092

It was MOVED and SECONDED,

THAT, Galiano Island Local Trust Committee Proposed Bylaw No. 242, cited as "Galiano Island Official Community Plan Bylaw No. 108, 1995, Amendment No. 1, 2013" be given Second Reading.

CARRIED

GL-2015-093

It was MOVED and SECONDED,

THAT, Galiano Island Local Trust Committee Proposed Bylaw No. 243, cited as "Galiano Island Land Use Bylaw No. 127, 1999, Amendment No. 2, 2013" be given Second Reading.

CARRIED

GL-2015-094

It was MOVED and SECONDED,

THAT, Galiano Island Local Trust Committee Proposed Bylaw No. 254, cited as "Galiano Island Official Community Plan Bylaw No. 108, 1995, Amendment No. 3, 2015" be amended by inserting the words "and vacation rental accommodation" following "housing options" in both sections

CARRIED

There was some discussion regarding the wording of 2.28.2 in Draft Bylaw No. 255 and whether or not it reflected the intentions of the LTC.

GL-2015-095

It was MOVED and SECONDED,

THAT, Galiano Island Local Trust Committee Proposed Bylaw No. 255 be amended by deleting the words "and less than 4 hectares" from 2.28.2.

CARRIED

There was some discussion regarding Advisory Planning Commission (APC) recommendations and that a Public Hearing will be held.

Debbie Holmes commented that there is a water management board letter on file, which cautions about density.

GL-2015-096

It was MOVED and SECONDED,

THAT, Galiano Island Local Trust Committee Proposed Bylaw No. 255 be amended as follows:

- k) The definition of "short term vacation rental" is amended by inserting the words ", secondary suite" following the word "dwelling" and preceding "or cottage".
- l) Section 3.13 (Home Occupations) is amended by inserting the words "or secondary suite" following the word "cottage" and preceding the words "the following".
- m) Subsection 3.13.1 is amended by inserting the words "or secondary suite" following the word "cottage" and preceding the words "per lot".

CARRIED

GL-2015-097

It was MOVED and SECONDED,

THAT, Galiano Island Local Trust Committee Proposed Bylaw No. 254, cited as "Galiano Island Official Community Plan Bylaw No. 108, 1995, Amendment No. 3, 2015" as amended be given Second Reading.

CARRIED

GL-2015-098

It was MOVED and SECONDED,

THAT, Galiano Island Local Trust Committee Proposed Bylaw No. 255, cited as "Galiano Island Land Use Bylaw No. 127, 1999, Amendment No. 3, 2015" as amended be given Second Reading.

CARRIED

Note: there was a break at 2:00 pm and the meeting reconvened at 2:15 pm.

By general consent it was agreed that item 13.1 would be addressed prior to item 12.

13.1 Northern Development Initiative Trust

Trustee Harris provided information regarding the grant application Beacon Wireless Inc. is submitting to the Northern Development Initiative Trust, Connecting British Columbia program and stated that Beacon Wireless Inc. is applying to deliver increased digital connectivity to Galiano Island.

There was some discussion regarding:

- Infrastructure not involving towers on Galiano;
- Infrastructure not affecting health and well-being;
- Infrastructure not affecting residents properties;
- Support not implying future application(s) approval(s);
- LTC wanting to see the actual application;
- Process.

GL-2015-099

It was MOVED and SECONDED,

THAT, the Galiano Island Local Trust Committee write a letter of support, referring to document dated September 20, 2015 and titled Beacon Wireless Inc. Updated Detailed Project Plan Connecting Gulf Islands, for their grant application.

There was some discussion regarding:

- Process;
- Infrastructure, such as repeaters;
- Not jeopardizing a Galiano telecommunications plan;
- This being about a letter of support for a grant application.

The question on the motion was then called.

CARRIED

There was further discussion and the LTC agreed that the letter will: reflect LTC support of the fact that the project does not include any infrastructure; contain relevant quoted OCP policy; and clarify that LTC support does not imply any future approval of any application(s).

12. REPORTS

12.1 Work Program Reports

12.1.1 Top Priorities Report Dated September 2015

Provided for information.

12.1.2 Projects List Report Dated September 2015

Provided for information.

12.2 Applications Report Dated September 2015

Provided for information.

12.3 Trustee and Local Expense Report Dated September 2015

Provided for information.

12.4 Adopted Policies and Standing Resolutions

Provided for information.

12.5 Local Trust Committee Webpage

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

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

12.6 Chair's Report

Chair Busheikin reported that: she attended the Union of BC Municipalities (UBCM) convention in Vancouver; a UBCM highlight was listening to Commissioner Dr. Marie Wilson discuss the origins and findings of the Truth and Reconciliation Commission; at UBCM, there were two meetings with Hon. Todd Stone, Minister of Transportation and Infrastructure (MoTI) and he encouraged more dialogue; at UBCM, a resolution was passed to ask the province to enact legislation for an environmental bill of rights; and the Executive Committee (EC) will meet this week with Frank Leonard, new chair of the Agricultural Land Commission (ALC).

12.7 Trustee Report

Trustee Harris reported that he attended Trust Council (TC) on Bowen Island; TC included an important delegation regarding Particularly Sensitive Sea Areas (PSSA) and the Salish Sea and the risks associated with increased international shipping; shipping traffic in the Salish Sea was up 33% in 2014, is up 43% in 2015 and future projections are alarming; TC also included an excellent delegation regarding glass sponge reefs in Howe Sound; he attended a meeting with the San Juan County Commission regarding oil spill response and preparedness; and there are the two kinds of oil spills - catastrophic and derelict/dumping.

Trustee Pottle reported that she attended TC and a meeting with the San Juan County Commission regarding oil spill response and preparedness; TC got some objectives in order regarding the Strategic Plan; at TC, in December, there will be further discussion regarding the Chief Administrative Officer (CAO) position; TC included discussion(s) regarding the future of the Islands Trust office and will continue to do so; she's had many conversations regarding forest zoned lands, including with new forest zoned landowners; and she will attend a Local Planning Committee (LPC) meeting in November.

Trustee Harris further reported that TC is moving along with their three top priorities and he encouraged the public to submit ideas for future ones.

12.8 Trust Fund Board Report

none

13. NEW BUSINESS

13.1 Northern Development Initiative Trust

As amended, this item was addressed prior to item 12.

14. UPCOMING MEETINGS

14.1 Next Regular Meeting Scheduled for November 2, 2015, at the South Community Hall

The meeting is scheduled as stated.

15. TOWN HALL

Debbie Holmes spoke to process and the covenant(s) associated with GL-RZ-2013.1 (Landworks).

There was some discussion regarding:

- Proposed covenant being compared to the one presented at PH, at the next LTC meeting;
- Covenant(s) being referred to the EC for approval, once the bylaw(s) has been finalised by the LTC;

- Process and what can or can't be talked about post PH;
- *Local Government Act*;
- Covenant(s) not being a part of the bylaw(s) but being connected;
- F3 covenant template having the potential to affect 3,000-4,000 acres of land;

Roger Pettit stated concern with the Secondary Suites and Cottages review. He commented that ideas generated during the OCP review are being ignored and that affordable housing objectives are not being met.

Debbie Holmes stated concern with variances being able to be obtained for cottages on a case by case basis and commented that there are 162 lots over 5 acres in size, which aren't in the forest zone.

Roger Pettit commented that variances cost money and are not compatible with affordability. He asked the LTC to do more to support affordable housing and stated that what has been done regarding Short Term Vacation Rentals (STVR) isn't enough.

There was some discussion regarding forest lots and housing stock.

16. **CLOSED MEETING**

none

17. **ADJOURNMENT**

By general consent the meeting was adjourned at 3:10 pm.

Laura Busheikin, Chair

Certified Correct:

David Millership, Recorder



Follow Up Action Report w/ Target Date

Galiano Island Jun-01-2015

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	Jul-03-2015	On Going
2	Staff to mail DPA information to Galiano fire department, arborists, and contractors.	Kim Farris Lori Foster	Jul-31-2015	On Going

Sep-14-2015

No.	Activity	Responsibility	Target Date	Status
4	GL-RZ-2013.1 (Landworks) 1. Staff to draft report identifying amendments and provide rationale for changes made to PH draft covenant & identify which amendments are legally essential. 2. Staff to post covenant information to GL website.	Kim Farris Robert Kojima	Oct-02-2015	Done

Oct-05-2015

No.	Activity	Responsibility	Target Date	Status
4	6.1 Minutes adopted as amended	Lori Foster	Oct-09-2015	Done
5	9.1 correspondence: Chair to write to president of golf course supporting golf course application to MoTI for directional signage. staff will update Bylaw enforcement on golf course's application. Staff will update bylaw enforcement on the status.	Kim Farris Robert Kojima		Done
6	10.1 Salt spring bylaw 483 - interests unaffected	Sharon Lloyd-deRosario	Oct-12-2015	Done

7	13.1 - Beacon Wireless NDIT Grant Application 1. Addition to agenda - northern development trust grant application: the LTC write a letter of support for the grant application. 2. Post letter of support to LTC website.	Laura Busheikin Lori Foster	Oct-19-2015	Done
8	11.1 Secondary suites and cottages: 1. bylaws 242 and 243 given second reading 2. bylaws 254 and 255 amended to permit STVRs and to remove option for both suites and cottages on lots over 4 hectares.	Robert Kojima Sharon Lloyd-deRosario	Oct-12-2015	Done

Memorandum

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Date: October 20, 2015

File Number: NP-RZ-2013.1
(Landworks)

To: Galiano Island Local Trust Committee

From: Robert Kojima
Regional Planning Manager

Re: Landworks Rezoning - S. 219 Covenants

This memo is to provide the Galiano Island LTC (Local Trust Committee) with a review of the s.219 covenant for sustainable forestry management for the proposed F3 lot associated with the Landworks rezoning application.

The Executive Committee approved proposed Official Community Plan (OCP) Bylaw 244 and proposed Land Use Bylaw (LUB) Bylaw 245 on November 18, 2014. The Minister approved the proposed OCP Bylaw 244 on May 25, 2015.

At the September 14, 2015 meeting, the LTC requested that staff identify amendments that were made to the original covenant and provide rationale for the changes whilst also identifying which amendments are legally essential and why.

Prior to reviewing changes to the draft version, it's important for the LTC to review the process leading to the development of the forestry covenant.

Covenant Review Process

- July 2014 - the first draft was prepared by the applicant from a general covenant template provided by staff.
- September 2014 - a copy of this draft covenant was attached to a staff report received at the September 8, 2014 LTC meeting. The report identified that :
 - the applicant was in the process of making further changes based on staff's technical comments
 - once the next draft is received, review by a third party professional is recommended; and
 - the applicant was requested to provide a cost recovery agreement for a legal review.
- This preliminary draft was included in the public hearing binder as it was information received by the LTC, but it was not represented as a final version of the covenant and the LTC was not asked to, nor did it, endorse this draft.
- October 2014 - at the October 6, 2014 meeting the LTC received a memo:
 - re-iterating that the applicant has provided a draft covenant
 - that staff had undertaken a preliminary review and provided comments back to the applicant
 - that additional review by a professional forester and legal review will be required

- and the LTC by resolution authorized a cost recovery agreement for the reviews (by a professional forester and legal counsel).
- November 2014 - the public hearing was held at the November 3, 2014 meeting, and at that meeting the LTC received a memo also stating that the LTC had seen a draft version of the forestry covenant and that revisions will be made based on reviews by a third party forester and legal counsel.
- January 2015 - staff arranged for a cost recovery agreement with the applicant and entered into a contract with Doug Hopwood to review the draft covenant.
- April 2015 - the review was completed by the professional forester, in conjunction with staff and the applicant, resulting in a substantially revised draft covenant and accompanying rationale document.
- May – June 2015 - further comments and input were subsequently provided by the applicant, resulting in further revisions
- July 2015 - the legal review was undertaken, with further input from the applicant, resulting in the current draft version that was received by the LTC at the September 2015 meeting.

Deficiencies with September 2014 Draft Covenant

The above chronology emphasizes that the September 2014 and September 2015 drafts of the covenant should not be viewed as two options for consideration; rather, the September 2014 version was an early draft and substantial changes were made, in an iterative process, as a result of reviews by the professional forester and legal counsel to address a number of deficiencies with that September 2014 draft. These deficiencies are such that collectively they make that version of the covenant unsupportable.

The key deficiencies are listed, along with changes addressing them:

1. The 2014 draft did not contain an administerable restriction on annual allowable cut, but relied on the Management Plan and the retention of a “70% of averaged forest basal area” restriction (5(b)). The Management Plan provided by the applicant does not provide clear and measurable limits and the restriction in 5(b) would be difficult to administer, assess or enforce. This was addressed by the Registered Professional Forester by providing two options for an annual allowable cut in the subsequent draft:
 - a. Including a definition of ‘Allowable Annual Cut’ outlining a volumetric calculation based on the land area that determines the maximum amount of timber a property owner is permitted to harvest within a calendar year (Section 1(b)(i)) that is ascertainable and enforceable; or
 - b. If the property owner wishes to exceed this maximum, they must provide a Forest Management Plan that states the volume of timber they would like to harvest that has been determined by a forest inventory analysis (as described in Section 1(b)(ii) and Section 1(g)). The Forest Management Plan must also ensure that harvesting is in accordance with Sustainable Forest Practices and the plan must describe the strategies or methods to achieve these goals and objectives. The Forest Management Plan must be signed by a Registered Professional Forester, a professional ecologist, or a person with experience with Sustainable Forest Practices whose qualifications are acceptable to the LTC (Section 1(g)).
2. The 2014 draft limited cut patches to 0.5 ha area (5(c)), but did not include buffer requirements for the cut patches, thus making enforcement of adjacent cut patches impossible. This was addressed by creating a definition for an “Opening” which includes a requirement for a buffer.
3. The 2014 draft did not have provisions that would limit cutting in development permit areas; this had been identified by the LTC as mandatory, as the PMFL Act prohibits a local government from issuing a permit that would restrict a forest management activity on land with Managed Forest status. This is addressed in the current draft by Section 6(d) which establishes that any land alteration within a DPA must have the consent of the LTC by resolution.

4. The 2014 draft did not contain general stewardship obligations. While these may have been incorporated into a Management Plan, these best practices for sustainable forestry were recommended by the RPF to be incorporated into the covenant, particularly for lands without Managed Forest status. These are now embodied in Section 8 of the current draft.
5. The 2014 draft contained no reporting requirements for the owner. This is a crucial requirement if the administration of the covenant is to be more than perfunctory. These are addressed in Sections 7 and 9 of the current draft.
6. The statutory right of way provisions in the 2014 draft have been improved to contain explicit monitoring and right of reasonable inspection provisions in Section 10.
7. The current draft provides for an option for the owner to provide a RPF's report in the case of an alleged breach (11(a)), this provides for an objective assessment and recommendations for remediation.
8. The 2014 draft did not contain any penalties for breaches other than for excess timber harvesting. The current draft would provide a requirement for the owner to pay costs of restoration resulting from breaches involving non-timber values (sensitive ecosystems, wetlands, pesticide use, road or fence building (11(d))). This provision is not supported by the applicant but does provide an option other than litigation in the event of breaches involving these values.
9. The 2014 covenant did not have a second covenant holder, nor have efforts been successful in locating one. While there is still not currently a second covenant holder, s. 27 (Assignment of Covenant) has been added providing a provision allowing the LTC to add a second holder in the future if a willing and eligible body can be identified. This is important as over the long term it would be beneficial to relieve the LTC of the sole responsibility of administering this covenant and a third party would be recommended for any further covenants.
10. Overall, the 2014 draft had not had the benefit of a comprehensive legal review. Although it was based on a template, it had been re-written and revised by various hands and it needed to be reviewed as a whole by a lawyer. The legal review resulted in numerous re-wording, alterations, and re-ordering of the various provisions found in the current draft in order to ensure the various sections were consistent with each other and generally consistent with current best practices and registration requirements.

Potential Further Revisions

The applicant has indicated willingness to proceed with either version of the draft covenants. However, as described above, the 2014 and current drafts are not alternate versions, but rather the current version addresses deficiencies and problems with the earlier draft with changes made by legal counsel and by a third party professional. In reviewing the 2014 draft, the key difference seems to be that the current draft would not attach the Management Plan and Baseline Description, rather the owner would have one year to provide the baseline description and the option of providing a Management Plan at any point in the future. While the Management Plan provided by the applicant does not meet the definition in the covenant and does not establish an annual allowable cut, it could be attached to the covenant as a preliminary plan and section 5 revised accordingly.

CRD Park Covenant & Development Control Covenant

The CRD park covenant and the development control covenant are also attached for LTC's reference. These covenants have not changed since the LTC reviewed them in draft form last year. The development control covenant will be registered as a condition of rezoning. Staff have agreed with the applicant that the CRD park covenant can be registered at the time of subdivision, only after receiving a letter of undertaking with legal authority.

Post Public Hearing:

As a reminder to the Galiano Island LTC, as this application is post public hearing the LTC may not hear further submissions without holding a new hearing. The principle is that if new information is considered by the LTC, all other interested parties also need to have the opportunity to consider any new relevant material and to make further representations to the LTC. A bylaw may be altered after the hearing, based on information received or heard by the LTC at any point prior to the close of the hearing, provided that the amendments do not alter use or increase density, or decrease density without a landowner's consent.

Next Steps:

The registration of the three covenants is the only condition prior to final adoption of the bylaws. Once the covenants are registered, staff will bring forward the bylaws for adoption at a subsequent LTC meeting or by RWM.

Recommendation:

1. THAT the Galiano Island Local Trust Committee authorize the Chair of the Galiano Island LTC to execute three section 219 covenants required as a condition of rezoning for application GL-RZ-2013.1 (Landworks).

Pc: Kim Farris, Island Planner

Attachments:

1. Sustainable Forestry Covenant – September 2015 Draft
2. CRD Park Covenant
3. Development Control Covenant

Part 2: TERMS OF INSTRUMENT

Section 219 Covenant

(Section 219 *Land Title Act*)

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* with an office located
at Suite 200, 1627 Fort Street, Victoria, British Columbia,
V8R 1H8

(the “**Trust Committee**”)

WHEREAS:

- A. The Owners are the registered owners of land described as:
PID **[Insert]**
District Lot 79, Galiano Island, Cowichan District, British Columbia
(the “**Land**”);
- 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 Galiano Island Official Community Plan contemplates the construction and use of a residential dwelling on the Land only if the Owners promise to manage the Land in accordance with Sustainable Forest Practices;
- D. The Owners have applied to the Trust Committee to rezone a portion of the Land to the Forest 3 (F3) zone, and the Owners have offered to grant this covenant in order to induce the Local Trust Committee to rezone the Land;
- E. The Owners agree to grant and the Local Trust Committee wishes to accept a covenant under s. 219 of the *Land Title Act* ;

- F. A statutory right of way pursuant to section 218 of the *Land Title Act* (British Columbia) in favour of the Trust Committee is necessary for the operation and maintenance of the Trust Committee's undertaking;
- G. The Galiano Island Local Trust Committee is authorized to accept covenants under section 219 and statutory right of ways under section 218 of the *Land Title Act*;

In consideration of the payment of two dollars (\$2.00) now paid by the Trust Committee to the Owners, 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:

1. Definitions

In this Agreement:

(a) "Acceptable Tree" means a tree that is:

- (i) alive and unaffected by a pathogen, and;
- (ii) of a native species that is ecologically suited to the site, or;
- (iii) of a species specified in a Forest Management Plan as being ecologically suited to the site and being non-invasive and not posing a threat to native vegetation.

(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 and an analysis showing that the specified Allowable Annual Cut can be sustained for a 250-year forecast period while managing in accordance with the terms of this Agreement and in accordance with Sustainable Forest Practices and while maintaining, or if necessary restoring, not less than 40 percent of the area of the Forest Management Unit as Mature Forest and not less than 70 percent of the area the Forest Management Unit as either Immature Forest or Mature Forest.

(c) "Amenities" includes any natural, scientific, environmental, wildlife, plant life, ecological, aesthetic and Biodiversity values relating to the Land;

(d) "Baseline Report" means a report describing the Land, its Amenities, and its current ecological conditions, and identifying accurately the presence and location of any roads, service utility corridors and easements on or over the Land;

- (e) “Biodiversity” means the variety of life and its processes and encompasses genetic, species, ecosystem and landscape levels of biological organization and their structural, compositional and functional components;
- (f) “Cut Control Period” means the period between January 1, 2015, and December 31, 2025, or any subsequent period of ten years.
- (g) “dbh” means diameter at breast height.
- (h) “Forest Management Plan” means a document signed by a Registered Professional Forester, or by a professional ecologist or other person with experience in Sustainable Forest Practices whose qualifications are acceptable to the Trust Committee and that may remain valid for a period of not more than 20 years from the date of signing and that includes, specific to the Forest Management Unit:
 - (i) a map showing the legal boundaries of the Land, scale, direction, authorship and date, biogeoclimatic site series, forest cover types, roads, streams, lakes, wetlands, areas of steep or unstable terrain, and other significant features of the Forest Management Unit;
 - (ii) a quantitative inventory of the forest;
 - (iii) a statement of forest management goals and/or objectives;
 - (iv) a description of the strategies and/or methods that may be used to achieve the goals and/or objectives.
- (i) “Forest Management Unit” means the area of the Land excluding the Residential Site, easement roads, and sensitive ecosystems and meadows as identified in the Baseline Report;
- (j) “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’.
- (k) “Harvesting” means the felling and removal of trees.
- (l) “Immature Forest” means an area of forest that is not Mature Forest and in which the stand age is 40 years or older, or the basal area of Acceptable Trees 20 cm or more in dbh is 20 m²/ha or more.
- (m) “Land Use Bylaw” means Galiano Island Land Use Bylaw No. 127, 1999 and any other bylaw pertaining to the use and density of use of land, buildings and structures on Galiano Island, enacted under s. 903 of the *Local Government Act*.
- (n) “Mature Forest” means an area in which the stand age is 80 years or older or the basal area of Acceptable Trees 30 cm or more in dbh is 40 m²/ha or more, and the basal area of Acceptable Trees 50 cm or more in dbh is 20 m²/ha or more.

- (o) “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.
- (p) “Official Community Plan” means an Official Community Plan for Galiano Island adopted pursuant to s. 879 of the *Local Government Act*;
- (q) “Opening” means an area of Understocked Land greater than 0.25 ha 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.
- (r) “Residential Site” means the portion of the Land identified as the “Residential Site” on the Site Plan attached as Schedule B to this Agreement;
- (s) “Restocked Forest” means an area in which there are 400 or more Acceptable Trees per hectare reasonably well distributed throughout the area.
- (t) “Spacing” means the felling and/or girdling of trees, without removal of the trees, undertaken to increase the distance between the remaining live trees.
- (u) “Successfully Regenerated Forest” means an area in which there are 400 or more Acceptable Trees per hectare reasonably well distributed throughout the area, whose height exceeds by 50% or more the height of competing vegetation within 1 m of the tree.
- (v) “Sustainable Forest Practices” means a program of forest management 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.
- (w) “Understocked Land” means a contiguous area within the Forest Management Unit that is greater than 0.1 ha 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/ha and in which there are fewer than 400 acceptable trees/ha reasonably well distributed throughout the area.

2. Intent and Purpose of this Agreement

- (a) It is the intent of the parties and the purpose of this Agreement that the Forest Management Unit of the Land be managed in perpetuity in accordance with Sustainable Forest Practices and that subdivision of the Land into lots less than 20 hectares in area be prohibited in perpetuity.
- (b) A central objective of this Agreement is to maintain the Forest Management Unit in a substantially forested condition at all times and to maintain and/or restore the Amenities, Biodiversity and ecosystems of the Forest Management Unit, while allowing for the Owners’ use of the Land, including

the Harvesting and/or Spacing of trees and the restoration of ecosystems, subject to the terms of this Agreement.

- (c) This Agreement shall be perpetual to reflect the public interest in the protection, preservation, and conservation of the biodiversity of the Land and the Amenities for ecological and environmental reasons.
- (d) The parties agree that the GIFA Forest Practices Guidelines, attached as Schedule D to this Agreement, provide a useful guide to the implementation of Sustainable Forest Practices on the Land.
- (e) The parties acknowledge that the flora and fauna on the Land will change through natural processes over time and, unless otherwise stated, requirements for compliance with this Agreement are intended to take into account the natural changes of the flora and fauna over time.

3. Discharge

- (a) If the Trust Committee does not adopt a zoning amendment bylaw that causes the land to be rezoned to Forest 3 within xx days of the date of registration of this Agreement the Trust Committee will consent to a discharge of this Agreement from the title to the Land, provided that the Owners at their own expense must prepare the discharge in registrable form and register it in the Land Title Office.
- (b) If the Land is subdivided according to the plan of subdivision attached as Schedule A to this Agreement the Trust Committee will consent to a discharge of this Agreement from the title to all of the lots except Lot 6 as shown on the plan, provided that the Owners at their own expense must prepare the discharge in registrable form and register it in the Land Title Office.

4. Subdivision

The Land must not be subdivided except in accordance with the plan of subdivision attached as Schedule A to this Agreement.

5. Baseline Report

- (a) The Owners must, within 1 year of the date of execution of this Agreement, provide to the Trust Committee a Baseline Report;
- (b) The parties agree that the Baseline Report will serve as an objective information baseline for monitoring compliance with the terms of this Agreement and 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.

6. Restrictions on the Use of Land

The Owners must not, except with the prior written approval of the Trust Committee which approval the Trust Committee may give or withhold in its sole discretion, cause or allow:

- (a) Harvesting within the Forest Management Unit, during any Cut Control Period, of a volume of timber greater than the sum of the Allowable Annual Cuts for each year of the Cut Control Period;
- (b) Harvesting or Spacing within the Forest Management Unit that will have the effect of creating an Opening more than 1.0 ha in area;
- (c) any of the Forest Management Unit area to be removed from the terms of this Agreement by subdivision or boundary adjustment;
- (d) any construction on, or alteration of, land within areas designated as development permit areas in the Official Community Plan without first obtaining a development permit, or if the requirement for a development permit does not apply because of the operation of another enactment, the consent of the Trust Committee by resolution, and in making a resolution under this section the Trust Committee may consider the development permit guidelines which would otherwise apply;
- (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 licence, and has agreed in writing, to comply with the provisions of this Agreement;
- (f) the Residential Site to be greater than 2 hectares;
- (g) any residential dwelling or any buildings, structures or uses accessory to any residential dwelling to be located or carried on outside the boundaries of the Residential Site;
- (h) 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 Trust Committee;
- (i) wetlands identified in the Baseline Report to be drained or intentionally altered except to improve water retention;
- (j) motorized vehicle routes to be established or used on the Land except for driveway access for the Residential Site, and roads and logging trails required for the implementation of Sustainable Forest Practices in accordance with the terms of this Agreement;
- (k) fences to be constructed or maintained on the Land except within the 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. Private Managed Forest Land

In any year during which the Land is classified as Private Managed Forest Land under the *Private Managed Forest Land Act*, the Owners must, within one week of the date the Owners are required to submit a declaration to the Private Managed Forest Land Council, deliver a copy of the declaration to the Trust Committee.

8. Forest Stewardship Obligations

If the Land is not classified as Private Managed Forest Land under the *Private Managed Forest Land Act*:

- 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 take all reasonable measures to ensure that invasive non-native species of plants do not become established or spread within the Forest Management Unit.
- c) 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.
- d) 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.
- e) 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.
- f) 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.

9. Reporting Requirements

If the Land is not classified as Private Managed Forest Land under the *Private Managed Forest Land Act*:

- a) 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;
 - 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;
 - iv. whether any portion of the Forest Management Unit was affected by Natural Disturbance;
 - v. the area, in hectares, of any areas 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;
 - vi. the forest regeneration status of all areas of Understocked Land and/or Openings that were reported in the previous year's annual report;
 - vii. whether any roads or logging trails 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;
 - viii. whether any service or utility corridors were cleared or constructed or deactivated within the Forest Management Unit, accompanied by a sketch map showing the approximate location of such corridors and identifying changes that occurred during the previous year;
 - ix. 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;
 - x. any changes to the legal boundaries or ownership of the land.
- b) The Owners must keep each annual report prepared under Section 9(a) on file in a secure manner for a period of not less than twelve years from the date that the report was written, and upon request by the Trust Committee, within 60 days of such request, must provide a copy of any such report to the Trust Committee.
- c) If a report under Section 9(a) states an Allowable Annual Cut specified in a Forest Management Plan the Owners must, upon request by the Trust Committee, within 60 days of such request, provide a copy of the Forest Management Plan to the Trust Committee.

10. Statutory Right of Way

The Owners hereby grant to the Trust Committee the non-exclusive full, free and uninterrupted right, liberty, easement and statutory right of way for the Trust Committee, its officers, employees, contractors and agents, to enter the Forest Management Unit at all reasonable times for the purpose of determining if this Agreement is being complied with, or to undertake measures to remedy breaches of this Agreement.

11. Enforcement Remedies of the Trust Committee

- (a) If the Trust Committee reasonably believes the Owners have or may have neglected or refused to perform any of the obligations set out in this Agreement or are or may be in breach of any provision of this Agreement, the Trust Committee may serve on the Owners a notice setting out particulars of the breach. Such notice may include a request that the Owners provide to the Trust Committee a report signed by a Registered Professional Forester or by a professional ecologist or other person with experience in Sustainable Forestry Practices whose qualifications are acceptable to the Trust Committee, 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 Trust Committee 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 s. 12 if it is invoked, provide the requested report, remedy the breach, or make arrangements satisfactory to the Trust Committee.
- (c) In the event of a breach of ss. 6(a) or 6(b), the Owners must, at the sole discretion of the Trust Committee, pay 150% of the market value of the excess amount of timber removed, with the payment to be made promptly to the Trust Committee or other recipient as may be directed by the Trust Committee.
- (d) In the event of a breach of this Agreement under the terms of s. 6(d), 6(h), 6(i), 6(j) or 6(k) and if the Owners do not remedy the breach to the satisfaction of the Trust Committee within a period of one year from the receipt of a notice under Section 8(a), the Trust Committee may undertake such measures within the Forest Management Unit as the Trust Committee deems necessary to remedy the breach and the Owners must pay 100% of the fair and reasonable costs of such measures, with the payment to be made promptly to the Trust Committee or other recipient as may be directed by the Trust Committee.

- (e) This Section does not affect the right of the Trust Committee to pursue any other legal or equitable remedy in relation to a breach or an anticipated breach of this Agreement.

12. Dispute Resolution

- (a) 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.
- (b) 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.
- (c) 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.
- (d) The parties must, acting reasonably and in good faith, attempt to resolve the dispute in a timely manner..
- (e) 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 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.
- (f) This Section does not affect the right of any party to seek and pursue other remedies, legal or equitable.

13. 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 Local Trust Committee
- b) The Local Trust Committee may, before consenting to any modification or discharge of this Agreement, except a discharge under s. 3, 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*.

14. 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 10 (d), 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 (c).
- (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

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

The Trust Committee:
[Add email addresses]
- (e) Each party ,must give written notice to the others of any change in its address from that set out in Section 14(c) as soon as reasonably practicable following such change of address.

15. 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 Local Trust Committee any duty of care or other legal duty of any kind to the Owners or to anyone else;
- (c) oblige the Local 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 of the Land; or
- (e) relieve the Owners from complying with any enactment, including in relation to the use of the Land.

16. 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.

17. Entire Agreement

This is the entire Agreement between the parties and the Trust Committee has made no 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 Trust Committee other than those expressed in writing in this Agreement.

18. Amendment

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

19. 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.

20. Waiver

An alleged waiver of any breach of this Agreement is effective only if it is an express written waiver signed by the party alleged to have waived a breach, and in the case of a breach by the Owners, signed by the Trust Committee, and is only effective to the extent of that express waiver and does not operate as a waiver of any other breach.

21. 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, except as provided for in Section 3 (Discharge) of this Agreement.

22. Enurement

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

23. 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 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 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 Residential Site;
- e) to allow public access to the land;
- f) to install, maintain, restore or replace any signs that may be permitted on the Land;
- g) to apply for BC Assessment classification as Managed Forest; and
- h) to apply for inclusion of any portion of the Land in the Natural Area Protection Tax Exemption Program.

24. Payment and Interest on Monies Owed

Any monies owed by the Owners to the Trust Committee 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.

25. 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.

26. 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.

27. Assignment of Covenant

The Trust Committee 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.

28. Indemnity

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

29. 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 - **Plan EPP**_____"]

SCHEDULE 'B'
[SITE PLAN]

SCHEDULE 'C'
[BASELINE REPORT]

SCHEDULE 'D'
[GIFA Forest Practice Guidelines]

CONSENT AND PRIORITY AGREEMENT

WHEREAS THE [insert name of bank/lender] (the "Chargeholder") holds a Mortgage registered in the [insert] Land Title Office under number [insert] (the "Charge") encumbering the land described in item 2 of the Land Title Act Form C attached hereto (the "Land");

THEREFORE THIS CONSENT AND PRIORITY AGREEMENT IS EVIDENCE THAT IN CONSIDERATION OF \$1.00 AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY THE TRANSFEREE TO THE CHARGEHOLDER:

1. The Chargeholder hereby consents to the granting and registration of the Section 219 Covenant attached hereto (the "Covenant") and the Chargeholder hereby agrees that the Covenant shall be binding upon its interest in and to the Lands.
2. The Chargeholder hereby grants to the Transferee described in item 6 of the Land Title Act Form C attached hereto priority for the Covenant over the Chargeholder's right, title and interest in and to the Land, and the Chargeholder does hereby postpone the Charge and all of its right, title and interest thereunder to the Covenant as if the Covenant had been executed, delivered and registered prior to the execution, delivery and registration of the Charge.

IN WITNESS WHEREOF, the Chargeholder has executed and delivered this Consent and Priority Agreement by executing the Land Title Act Form D above which is attached hereto and forms part of this Agreement.

END OF DOCUMENT

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

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:*

(PID)

(LEGAL DESCRIPTION)

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, 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: _____

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

Page 3

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:

XXX

("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:

XXXXX

(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 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 (the "New Residential Parcels").

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 public 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 ____, 201X.
- 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.

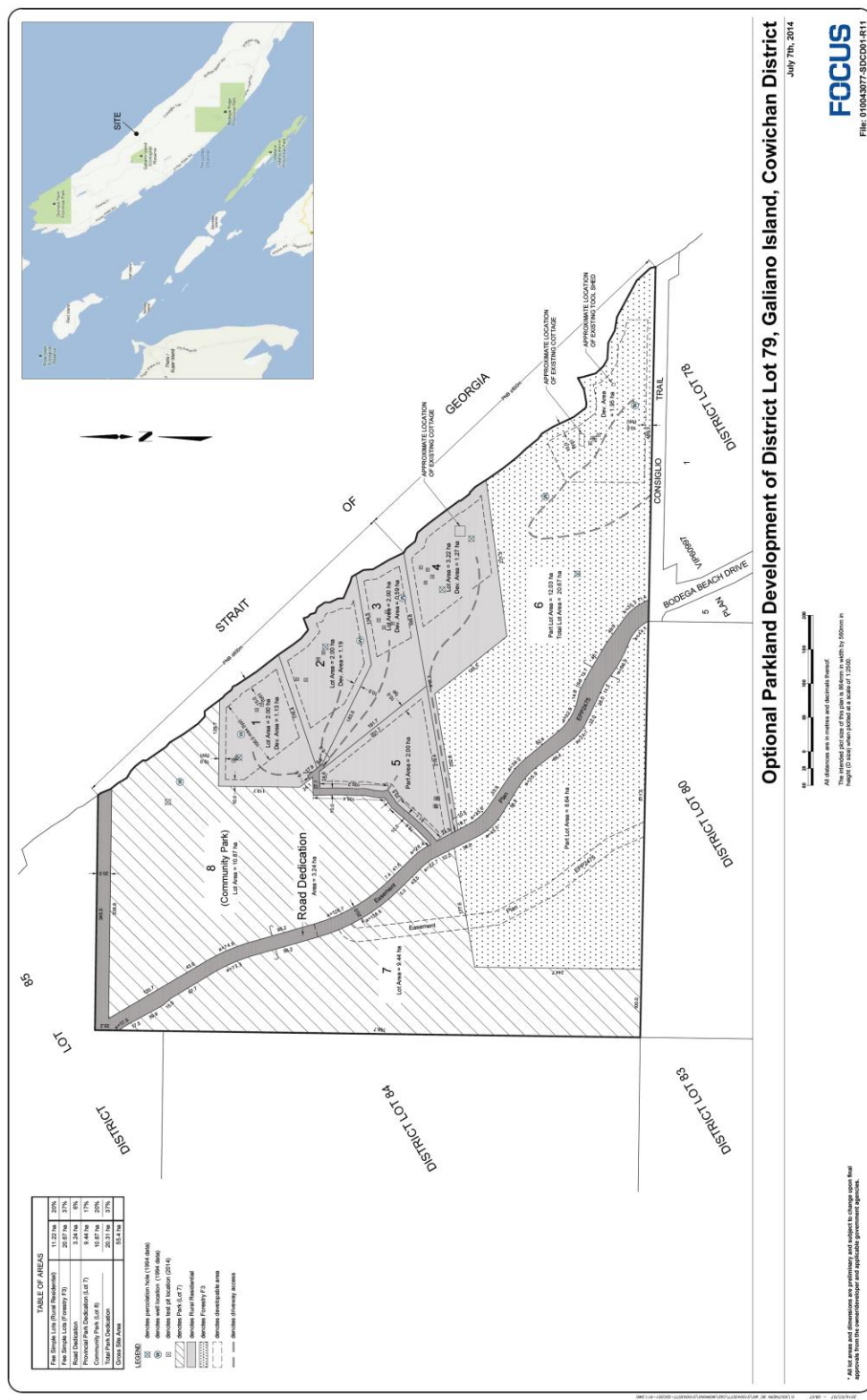
Binding of Successors

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.

PROPOSED PLAN OF SUBDIVISION





Date	October 23, 2015	File Number
To	Galiano Island Local Trust Committee	
From	Robert Kojima Regional Planning Manager	
Re	Application for Permission to Close Road – 21455 Porlier Pass Road	

This purpose of this memo is to inform the Local Trust Committee about an application by a landowner to the Ministry of Transportation and Infrastructure to close a road. The subject property is a split lot located at 21455 Porlier Pass Road and the owner is seeking to close and purchase the unnamed road to the south of the property (see attached plans). The highway in the location proposed to be closed is undeveloped and there is no license of occupation nor trail access, however there is an area potentially used for parking (see attached photo). There is currently no access to the foreshore from the road because of the height of the bank. The owner has indicated to MoTI a willingness to exchange the isolated northern portion of the lot for the closed road. Between the two portions of the property is a stretch of highway abutting the foreshore.

Staff have reviewed the OCP maps and policies with respect to this location:

- OCP Schedule C (Road Network Plan): Notes this as a potential beach access (all highway accesses – developed or undeveloped – are noted on the map).
- Schedule E (Parks and Trails) no proposed future shore access shown.
- Development Permit Areas for shoreline for both parts of the property and highway, steep slope on northern portion of the property.
- Residential Policy 1(q) states that the Local Trust Committee considers that it is in the public interest that the approving officer requires provision of access to bodies of water or Crown land under section 75 of the Land Title Act whenever land is subdivided, regardless of whether the access may practically be developed as a roadway for motor vehicles.
- Transportation Policy 1.1(q) states that in all subdivisions bordering on a body of water, the Approving Officer shall be requested to require public access to the foreshore, subject to the Approving Officer's discretion, sufficient area for parking at foreshore accesses, emergency vehicle standards for all new roads, and driveways, road construction designed only for the zoned residential capacity and consolidation of road accesses from subdivisions onto main roads
- Shoreline and Marine Objective: (2) to ensure public access to the foreshore.

Based on the above policies staff intend to respond that the OCP would not support the closure of a potential beach or foreshores access; however OCP policies could support an exchange of land provided it resulted in the opportunity to develop equivalent or better public access to the foreshore in the vicinity, along with sufficient area for parking. Assessment of the merits of a land exchange and the feasibility of development of a shore access and parking in the two locations should be considered by the Galiano Island Parks and Recreation Commission as it would be the body responsible for applying for a license of occupation and constructing and maintaining the access.

MoTI has forwarded the application to the CRD, specifically to be referred to the Parks and Recreation Commission, and to First Nations, for comment.

The LTC has the opportunity to provide any comment by resolution if it wishes.

pc Kim Farris, A/Planner 2

Attachment 1





**APPLICATION FOR PERMISSION TO
DISCONTINUE, CLOSE AND ACQUIRE
THE LAND IN A PUBLIC ROAD**

District File Number

The personal information on this form is collected under the authority of the Freedom of Information and Protection of Privacy Act (FOIPPA). The information collected is necessary for the administration and processing of the application. If you have any questions about the collection, use and disclosure of this information, contact the Manager, Land Survey and Tenure, Ministry of Transportation and Infrastructure, PO Box 9850 Stn Prov Govt Victoria BC V8W 9T5, (250) 356-0114.

I [We], being the registered owner[s] of the property herein described, make application to discontinue, close and acquire the land in a public road as follows:

Name of Public Road

21455 Portlier Pass Road

Legal Description of Property

Lot 3, district lot 90, Galena Island, Cowichan District,
Plan 4164

Location

Parcel Identifier - 006 054 013

Current certificate titles and a sketch of all parcels adjoining the road or that portion of the road applied to be closed are attached. Subject to the Ministry of Transportation and Infrastructure (MTI) declaring the land surplus to its needs, we accept and agree to the following conditions and statements.

- a) There is a minimum \$1,500 non-refundable application fee. This fee is payable to the BC Transportation Financing Authority by the Applicant[s].
- b) Payment for the area road to be closed is based on fair market value of the land, having regard to the contribution in value to the adjoining lands and its highest and best use.
- c) The costs of legal survey, Property Transfer Tax, Land Titles and documentation fees, legal and conveyancing fees and related expenses are payable by the Applicant[s].
- d) Utilities existing within the road must receive freely granted statutory right-of-way and all Land Title Act requirements must be met.
- e) Where the road or part intended to be discontinued and closed is in actual use by a person as a highway, public notice of the minister's intention to discontinue and close the highway will be published once each week for four consecutive weeks in a newspaper published in the Province and circulated in the locality in which the highway or part of it is situated. Objections received must be satisfactorily resolved prior to the road being closed by formal publication of notice in the British Columbia Gazette.
- f) The closed road area must initially be joined to and become part of the adjoining parcels.



**APPLICATION FOR PERMISSION TO
DISCONTINUE, CLOSE AND ACQUIRE
THE LAND IN A PUBLIC ROAD**

Prior to recommending approval of the proposed road closure, an Aboriginal Site Characteristic Report and a Contamination Report may be required and the Ministry may require additional conditions to be met during the review and processing of the application. The procedure for road closure, purchase and sale is time consuming and may involve the general public, affected property owners, First Nations Indian Bands, utility companies, local government and other provincial agencies. Final approval can only be granted when the public interest in the road has been thoroughly considered.

Upon determination that the road may be closed as surplus to Ministry needs, Regional Properties will be responsible for negotiating the sale price of the land on behalf of the BC Transportation Financing Authority for consolidation with the adjoining land parcel. If the road is capable of being marketed as an independent parcel with safe and secure access, the matter will be deferred to BCTFA.

I [We] am [are] in agreement with the foregoing statements and financial obligations and I [We] agree to comply with the stated requirements and acknowledge agreement with my [our] signature[s] as follows:

Name (please print)

Renee Powers

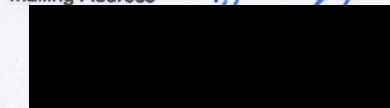
Signature

Renee Powers

Date

Aug 26/2015

Mailing Address



Name (please print)

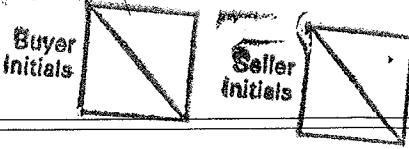
Signature

Date

Mailing Address

Upon completion of all the required information, please submit this application in its entirety, along with payment of the application fee, to the District Development Technician at the Ministry of Transportation and Infrastructure District Office.





Date: October 20, 2015

File Number: 6500-20-Galiano
Cottage Review

To: Galiano Island Local Trust Committee
For the meeting of November 2, 2015

From: Kim Farris, A/Planner 2

Re: **Proposed Bylaw Nos. 242 (OCP) & 243 (LUB) – Post Public Hearing Procedures**

The Local Trust Committee is considering bylaws to increase the floor area and height for cottages. Please see Attachments 1 and 2 for a copy of Proposed Bylaw Nos. 242 and 243 at Second Reading which was given on October 5, 2015. A public hearing is scheduled for November 2, 2015. A public hearing is a quasi-judicial process within and following which specific procedures must be followed

Following the hearing, the LTC may choose to give further readings to a bylaw, defeat a bylaw, or alter a bylaw within certain parameters. The procedural steps following the close of the hearing are as follows:

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

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

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

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

RECOMMENDATIONS:

1. THAT Galiano Island Local Trust Committee proposed Bylaw No. 242, cited as “Galiano Island Official Community Plan Bylaw No. 108, 1995, Amendment No. 1, 2013” be read a Third time.
2. THAT Galiano Island Local Trust Committee proposed Bylaw No. 243, cited as “Galiano Island Land Use Bylaw No. 127, 1999, Amendment No. 2, 2013” be read a Third time.
3. THAT the Galiano Island Local Trust Committee proposed Bylaw Nos. 242 & 243 be forwarded to the Secretary of the Islands Trust for Executive Committee approval.
4. THAT the Galiano Island Local Trust Committee proposed Bylaw No. 242 be forwarded to the Minister of Community, Sport and Cultural Development for approval.

Attachments:

1. Proposed Bylaw No. 242
2. Proposed Bylaw No. 243

pc Robert Kojima, Regional Planning Manager

PROPOSED

GALIANO ISLAND LOCAL TRUST COMMITTEE

BYLAW NO. 242

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

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

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

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

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

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

1. CITATION

This Bylaw may be cited for all purposes as "Galiano Island Official Community Plan Bylaw No. 108, 1995, Amendment No. 1, 2013."

2. SCHEDULES

Schedule A (Policy Document) of Galiano Island Official Community Plan No. 108, 1995 is amended as indicated on Schedule 1, attached to and forming part of this amending bylaw.

3. SEVERABILITY

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

READ A FIRST TIME THIS	14 th	DAY OF SEPTEMBER	2015
PUBLIC HEARING HELD THIS		DAY OF	201x
READ A SECOND TIME THIS	5 th	DAY OF OCTOBER	2015
READ A THIRD TIME THIS		DAY OF	201x
APPROVED BY THE EXECUTIVE COMMITTEE OF THE ISLANDS TRUST THIS		DAY OF	201x
APPROVED BY THE MINISTER OF COMMUNITY, SPORT AND CULTURAL DEVELOPMENT		DAY OF	201x
ADOPTED THIS		DAY OF	201x

DEPUTY SECRETARY

CHAIR

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

SCHEDULE 1

- A. Bylaw No. 108, cited as “Galiano Island Official Community Plan Bylaw No. 108, 1995” is amended as follows:
1. By amending Section 5.3, Visitor Accommodation policy d)(iii) by deleting the word “cottages” and replacing it with the word “cabins.”
 2. By amending the definition of ‘Cottage’ in Part 9 (Definitions) by deleting the word “total” and replacing it with the word “limited” and deleting the words “of 60 square metres (645 square feet) or less”.

PROPOSED

GALIANO ISLAND LOCAL TRUST COMMITTEE

BYLAW NO. 243

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

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

1. Bylaw No. 127, cited as “Galiano Island Land Use Bylaw No. 127, 1999” is amended as follows:
 - a) Section 2.5 is amended by deleting the words “or one storey” and by inserting “cottages,” such that it reads: ‘Accessory buildings and structures must not exceed a height of 5 metres, except that cottages, agricultural buildings and structures and those used for timber production and harvesting must not exceed a height of 9 metres.’
 - b) Section 2.7 is amended by replacing the word “2.7” with “2.8” such that it reads: ‘2.8 The height of non-transparent fences must not exceed 1.8 metres (5.9 feet) in any required setback.’
 - c) Section 2.6 is amended by replacing the word “2.6” with “2.7” such that it reads: ‘2.7 The height limits set out in this section do not apply to any radio or television antenna, flag pole, lighting pole, utility pole, water storage tank, chimney, church spire, farm silo, wind turbine, roof top mounted solar panels or windmill.’
 - d) Add a new Section 2.6 such that it reads: ‘2.6 Accessory buildings and structures must not exceed one storey in height, except for cottages.’
 - e) Section 2.9 is amended by replacing the words “60 square metres” with “70 square metres”
 - f) Section 2.10 is amended by replacing the words “60 square metres” with “70 square metres.”
 - g) An information note is inserted following Section 2.11 as follows:

“Information Note:
Potable Water Standard 13.22 establishes that a building permit shall not be issued for a new building to be used as a dwelling, including a cottage, in the water management area depicted on Schedule C unless the building is equipped with a cistern for the storage of rainwater having a capacity of at least 16,000 litres.”
 - h) Section 9.3.2 is amended by deleting the word “cottages” and replacing it with the word “cabins.”
 - i) The table following Subsection 9.3(A).3 is amended by deleting the word “Cottages” in the second row and replacing it with the word “Cabins.”
 - j) Section 13.22 is amended by inserting the word “new” following the first instance of the word “a” and preceding the word “building” and by inserting the words “, including a cottage,” following the word “dwelling” and preceding the word “in.”

- k) Table 2 in Section 14.1 is amended by deleting the word “cottage” in row 14.1.8 and replacing it with the word “cabin.”
- l) Subsection 17.1.10 is amended by deleting the words “floor area that does not exceed 60 square metres except as provided in s. 2.9” and replacing it with the words “limited floor area” such that it reads: ““cottage” means a building that is accessory to a dwelling and is used for human habitation by guests, household members or tenants, and having a limited floor area.’
- m) Subsection 17.1.41 is amended by deleting the word “cottages” and replacing it with the word “cabins.”
- n) Subsection 17.1.49 is amended by deleting the word “cottage” and replacing it with the word “cabin.”

- 2. This bylaw may be cited for all purposes as the “Galiano Island Land Use Bylaw No. 127, 1999, Amendment No. 2, 2013”.

READ A FIRST TIME THIS	14 th	DAY OF	SEPTEMBER	2015
PUBLIC HEARING HELD THIS		DAY OF		201x
READ A SECOND TIME THIS	5 th	DAY OF	OCTOBER	2015
READ A THIRD TIME THIS		DAY OF		201x
APPROVED BY THE EXECUTIVE COMMITTEE OF THE ISLANDS TRUST THIS		DAY OF		201x
ADOPTED THIS		DAY OF		201x

DEPUTY SECRETARY

CHAIR

Date: October 20, 2015

File Number: 6500-20-
Contractor Yards

To: Galiano Island Local Trust Committee
For the meeting of November 2, 2015

From: Kim Farris, A/Planner 2

Re: **Proposed Bylaw No. 253 (OCP) – Post Public Hearing Procedures**

The Local Trust Committee is considering a bylaw to permit home-based contractor yards by issuance of a Temporary Use Permit (TUP). The intent is to amend the TUP section of the Galiano OCP in order to include specific TUP guidelines and conditions for home-based contractor yards. Please see Attachment 1 a copy of Proposed Bylaw No. 253 at Second Reading which was given on September 14, 2015. A public hearing is scheduled for November 2, 2015. A public hearing is a quasi-judicial process within and following which specific procedures must be followed

Following the hearing, the LTC may choose to give further readings to a bylaw, defeat a bylaw, or alter a bylaw within certain parameters. The procedural steps following the close of the hearing are as follows:

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

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

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

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

RECOMMENDATIONS:

1. THAT Galiano Island Local Trust Committee proposed Bylaw No. 253, cited as "Galiano Island Official Community Plan Bylaw No. 108, 1995, Amendment No. 2, 2015" be read a Third time.
2. THAT the Galiano Island Local Trust Committee proposed Bylaw No. 253 be forwarded to the Secretary of the Islands Trust for Executive Committee approval.
3. THAT the Galiano Island Local Trust Committee proposed Bylaw 253 be forwarded to the Minister of Community, Sport and Cultural Development for approval.

Attachments:

1. Proposed Bylaw No. 253

pc Robert Kojima, Regional Planning Manager

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

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

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

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

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

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

1. CITATION

This Bylaw may be cited for all purposes as “Galiano Island Official Community Plan Bylaw No. 108, 1995, Amendment No. 2, 2015”.

2. SCHEDULES

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

3. SEVERABILITY

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

READ A FIRST TIME this 1st day of June , 2015.

READ A SECOND TIME this 14th day of September , 2015.

PUBLIC HEARING HELD this day of , 20.

READ A THIRD TIME this day of , 20.

APPROVED BY THE EXECUTIVE COMMITTEE OF THE ISLANDS TRUST this
day of , 20.

APPROVED BY THE MINISTER OF COMMUNITY, SPORT AND CULTURAL
DEVELOPMENT this day of , 20.

ADOPTED this day of , 20.

SECRETARY

CHAIRPERSON

GALIANO ISLAND LOCAL TRUST COMMITTEE
BYLAW No. 253
SCHEDULE 1

A. Bylaw No. 108, cited as “Galiano Island Official Community Plan Bylaw No. 108, 1995” is amended as follows:

1. Section VII (Temporary Use Permit) is amended by inserting the following new objectives:

“iv. In addition, the following guidelines apply when the Local Trust Committee is considering the issuance of a temporary use permit for a contractor yard:

- a) for the purpose of a temporary use permit, “contractor yard” means the use of land or buildings for the storage of materials, equipment, and vehicles for a building, construction, landscaping business, or other trades that is accessory to a dwelling unit, and exceeds the home occupation regulations.
- b) the Local Trust Committee should consider the cumulative effects on the neighborhood and Island of all the temporary use permits issued for a contractor yard;
- c) the Local Trust Committee should consider potential impacts from the contractor use or activity to the surrounding groundwater resources;
- d) in addition to any other conditions the Local Trust Committee may consider appropriate, the permit may include the following conditions:
 - No more than one contractor yard may be conducted per lot;
 - Combined floor areas of all buildings and structures for the contractor yard should be limited;
 - Lot coverage for areas used for outdoor storage which includes vehicles (trucks, trailers, etc.) and materials related to the contracting business should be limited;
 - Contractor yard buildings and structures should not exceed 5 metres in height unless a rationale is provided for the increase to height;
 - All outdoor storage areas should be screened from view by a landscape screen from abutting lots and highways and should meet or exceed Section 15 (Screening and Landscaping Regulations) in the Galiano Island Land Use Bylaw No. 127, 1999 in order to mitigate impacts to surrounding neighbours.
 - All outdoor storage areas should be sited not less than 15 metres from any lot line and not less than 30 metres from any lake, wetland, stream, the sea, or a well;
 - The number of vehicles or equipment used for the purpose of the contractor yard should be limited;
 - Not more than one unilluminated sign is permitted not exceeding 0.6 m² in area is permitted on the subject property;
 - Parking requirements for the contractor yard shall meet or exceed Section 14 (Parking Requirements) in the Galiano Island Land Use Bylaw No. 127, 1999;
 - Contractor yard operation hours must be compliant with the noise prohibitions as outlined in the Capital Regional District Noise Suppression Bylaw (Southern Gulf Islands) No.1 , 2006
 - The number of persons employed in any contractor yard per lot should be limited;
 - Owner of the contractor yard must permanently reside on the lot in which the Temporary Use Permit for a contract yard has been issued; and
 - Potential for leaching of undesirable contaminants must be addressed.

- e) The operator of the contractor yard must comply with all licensing, health and other applicable regulation of the Province of British Columbia and the Capital Regional District including building inspection, public health, noise, air quality, and water quality regulations.
- f) a temporary use permit respecting a parcel in the Agricultural Land Reserve may require the approval of the Agriculture Land Commission prior to the permit being issued.

Date: October 20, 2015

File Number: 6500-20-
Secondary Suite

To: Galiano Island Local Trust Committee
For the meeting of November 2, 2015

From: Kim Farris, A/Planner 2

Re: **Proposed Bylaw Nos. 254 (OCP) & 255 (LUB) – Post Public Hearing Procedures**

The Local Trust Committee is considering bylaws to permit and regulate secondary suites in residential zones and to permit home occupations, such as Short Term Vacation Rentals (STVRs), in secondary suites. Please see Attachments 1 and 2 for a copy of Proposed Bylaw Nos. 254 and 255 at Second Reading which was given on October 5, 2015. A public hearing is scheduled for November 2, 2015. A public hearing is a quasi-judicial process within and following which specific procedures must be followed

Following the hearing, the LTC may choose to give further readings to a bylaw, defeat a bylaw, or alter a bylaw within certain parameters. The procedural steps following the close of the hearing are as follows:

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

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

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

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

RECOMMENDATIONS:

1. THAT Galiano Island Local Trust Committee proposed Bylaw No. 254, cited as “Galiano Island Official Community Plan Bylaw No. 108, 1995, Amendment No. 3, 2015” be read a Third time.
2. THAT Galiano Island Local Trust Committee proposed Bylaw No. 255, cited as “Galiano Island Land Use Bylaw No. 127, 1999, Amendment No. 3, 2015” be read a Third time.
3. THAT the Galiano Island Local Trust Committee proposed Bylaw Nos. 254 & 255 be forwarded to the Secretary of the Islands Trust for Executive Committee approval.
4. THAT the Galiano Island Local Trust Committee proposed Bylaw No. 254 be forwarded to the Minister of Community, Sport and Cultural Development for approval.

Attachments:

1. Proposed Bylaw No. 254
2. Proposed Bylaw No. 255

pc Robert Kojima, Regional Planning Manager

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

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

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

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

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

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

1. CITATION

This Bylaw may be cited for all purposes as “Galiano Island Official Community Plan Bylaw No. 108, 1995, Amendment No. 3, 2015”.

2. SCHEDULES

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

3. SEVERABILITY

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

READ A FIRST TIME this 14th day of SEPTEMBER , 2015.
PUBLIC HEARING HELD this day of , 20.
READ A SECOND TIME this 5th day of OCTOBER , 2015.
READ A THIRD TIME this day of , 20.
APPROVED BY THE EXECUTIVE COMMITTEE OF THE ISLANDS TRUST this
day of , 20.
APPROVED BY THE MINISTER OF COMMUNITY, SPORT AND CULTURAL
DEVELOPMENT this day of , 20.
ADOPTED this day of , 20.

SECRETARY

CHAIRPERSON

GALIANO ISLAND LOCAL TRUST COMMITTEE
BYLAW No. 254
SCHEDULE 1

A. Bylaw No. 108, cited as “Galiano Island Official Community Plan Bylaw No. 108, 1995” is amended as follows:

1. Section II, Subsection 1(Residential) is amended by inserting a new policy (c) as follows and re-numbering subsequent policies accordingly:

“c) Secondary suites may be permitted within principal dwellings with the intent of providing housing options and vacation rental accommodation. A maximum of one secondary suite, limited in floor area, shall be permitted per lot and dwellings containing secondary suites shall provide a rainwater catchment and storage system.”

2. Section II, Subsection 2 (Agriculture), policy (b) is amended by inserting a new policy (c) as follows and re-numbering subsequent policies accordingly:

“c) Secondary suites may be permitted within principal dwellings with the intent of providing housing options and vacation rental accommodation. A maximum of one secondary suite, limited in floor area, shall be permitted per lot and dwellings containing secondary suites shall provide a rainwater catchment and storage system.”

BYLAW NO. 255

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

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

1. Bylaw No. 127, cited as “Galiano Island Land Use Bylaw No. 127, 1999” is amended as follows:

- a) Part 2 is amended by inserting the following as a new Section 2.28:

“Secondary Suites

2.28 Secondary suites permitted in Parts 5 and 6 are subject to the following:

- 2.28.1 One secondary suite is permitted on each lot having an area 0.4 hectares or greater.
- 2.28.2 On parcels having an area greater than 0.4 hectares a secondary suite shall not be permitted on the parcel if a cottage has been constructed and a cottage shall not be permitted on the parcel if a secondary suite has been constructed.
- 2.28.3 A secondary suite shall not exceed 60m² (646 ft²) in floor area nor 40% of the floor area of the building in which it is located.
- 2.28.4 A secondary suite shall be entirely located within the building that contains the principal dwelling.
- 2.28.5 A secondary suite shall have an entrance from the exterior of the building separate from the entrance to the principal dwelling.
- 2.28.6 A building permit shall not be issued for a secondary suite, nor shall a secondary suite be occupied, unless the building that is to contain the secondary suite is equipped with a rainwater catchment and storage system having a capacity of at least 16,000 litres and must be capable of supplying the suite with a sufficient quantity of potable water.
Information Note: at time of building permit application, the Capital Regional District will require that a specific quantity of potable water demonstrated and that proof of adequate septic capacity be provided.
- 2.28.7 A secondary suite must not be subdivided from the principal dwelling unit under the *Land Title Act* or the *Strata Property Act*.
- 2.28.8 Home occupations are permitted in secondary suites subject to the following:
 - 2.28.8.1 no non-resident employees are permitted.
- 2.28.9 A minimum of one parking space must be provided for a secondary suite.”

- b) Subsection 5.1.1 (Village Residential 1) is amended by inserting a new article 5.1.1.4 as follows:

“5.1.1.4 secondary suite”

- c) Subsection 5.2.1 (Village Residential 2) is amended by inserting a new article 5.2.1.4 as follows:

“5.2.1.4 secondary suite”

- d) Subsection 5.3.1 (Small Lot Residential) is amended by inserting a new article 5.3.1.4 as follows:

“5.3.1.4 secondary suite”

- e) Subsection 5.4.1 (Rural Residential) is amended by inserting a new article 5.4.1.4 as follows:

“5.4.1.4 secondary suite”

- f) Subsection 5.5.1 (Rural 2) is amended by inserting a new article 5.5.1.5 as follows:

“5.5.1.5 secondary suite”

- g) Subsection 5.6.1 (Rural 3) is amended by inserting a new article 5.6.1.7 as follows:

“5.6.1.7 secondary suite”

- h) Subsection 6.1.1 (Agriculture) is amended by inserting a new article 6.1.1.7 as follows:

“6.1.1.7 secondary suite”

- i) Section 17.1 (definitions) is amended by inserted a new definition 17.1.44 as follows and re-numbering subsequent subsections accordingly:

“17.1.44 “Secondary suite” means an accessory, self-contained dwelling unit, located within the principal dwelling on a lot.”

- j) Section 14.1 is amended by inserting a new subsection 14.1.16 as the final row in Table 2 as follows:

14.1.16	Secondary Suite	1 per secondary suite
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- k) The definition of “short term vacation rental” is amended by inserting the words “, secondary suite” following the word “dwelling” and preceding “or cottage”.
- l) Section 3.13 (Home Occupations) is amended by inserting the words “or secondary suite” following the word “cottage” and preceding the words “the following”.
- m) Subsection 3.13.1 is amended by inserting the words “or secondary suite” following the word “cottage” and preceding the words “per lot”.

2. This bylaw may be cited for all purposes as the “Galiano Island Land Use Bylaw No. 127, 1999, Amendment No. 3, 2015”.

READ A FIRST TIME this 14th day of September , 2015.

READ A SECOND TIME this 5th day of October , 2015.

PUBLIC HEARING HELD this day of , 201_.

READ A THIRD TIME this day of , 201_.

APPROVED BY THE EXECUTIVE COMMITTEE OF THE ISLANDS TRUST this
day of , 201_.

ADOPTED this day of , 201_.

DEPUTY SECRETARY

CHAIRPERSON



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.	Feb-02-2015	Kim Farris	Feb-02-2016	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.	Feb-02-2015	Kim Farris	Feb-02-2016	On Going
3	Home-based Contractors	To look at options of permitting contractor yards	Feb-03-2014	Kim Farris Robert Kojima	Nov-30-2015	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	Sep-12-2011	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	Apr-16-2012	On Going
3	Dock Review	Review issues regarding docks and new shoreline information and whether changes are required to the LUB.	Nov-18-2013	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)	Jul-23-2012	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.	Jul-15-2013	On Going
6	Ocean Based Geo-Exchange Systems	Review of regulations for geo-thermal exchange use.	Nov-18-2013	On Going
7	Information Note Addition	Add in Information Note on Archeological Sites under General Regulations	Nov-18-2013	On Going
8	Light Industrial Zoning	A review and inventory assessment of existing and potential light industrial zones.	Nov-18-2013	On Going

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).	Jul-07-2014	On Going
10	Community Benefit Review for Forest Lands	Staff to prepare preliminary report for new LTC	Sep-08-2014	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.	May-12-2015	On Going

Applications w/ Status - Galiano Island Status: Open

Applications

Board of Variance

File Number	Applicant Name	Date Received	Purpose
GL-BOV-2015.1	DON ROBSON	Sep-23-2015	120 ARBUTUS POINT RD Requesting variance for septic tank/field and proposed cottage.

Planner: Phil Testemale

Planning Status

Status Date: Sep-25-2015

opened file, sent to BOV, processed fee, gave to planner

Development Variance Permit

File Number	Applicant Name	Date Received	Purpose
GL-DVP-2015.3	REINA BLACK	Sep-07-2015	162 HIGHLAND RD To install a sewage treatment plant.

Planner: Phil Testemale

Planning Status

Status Date: Oct-23-2015

Staff contacting application for further information.

Status Date: Oct-05-2015

Site visit completed

Status Date: Sep-24-2015

Opened file. Application originally received as a DP, changed to a DVP. Processed fees, updated LTC, applicant, and finance dept about application type change

Rezoning

File Number	Applicant Name	Date Received	Purpose
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GL-RZ-2011.1

Galiano Land and
Community
Housing c/o Tom
Hennessy

Oct-06-2011

Rezone Agriculture and Residential to Community Facility-Affordable
housing.

Planner: Robert Kojima

Planning Status

Status Date: Feb-20-2015

summary of proposed approach received, update for March 3rd LTC meeting

Status Date: Feb-02-2015

applicants state they are no longer proceeding with RHTF application. Will provide detailed summary of proposed changes

Status Date: Jan-21-2015

applicants withdrawing RHTF application

File Number	Applicant Name	Date Received	Purpose
GL-RZ-2013.1	Landworks Consultants Planner: Kim Farris	Apr-16-2013	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: Aug-19-2015

Staff & LTC reviewing sustainable forestry covenant.

Status Date: Jun-17-2015

Draft Sustainable Forestry covenant sent for legal review.

Status Date: May-28-2015

Approval received from Minister's office for Bylaw 244.

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

Planning Status

Status Date: Aug-26-2015

Applicant amending proposal to address APC and LTC comments

Status Date: Jun-16-2015

Application referred to the APC

Status Date: May-21-2015

Requested material from applicant received.

File Number	Applicant Name	Date Received	Purpose
GL-RZ-2015.1	Galiano Conservancy Association	Feb-25-2015	006-620-965 ELLIS RD Change land use designation in OCP from Rural to Nature Protection and LUB from Rural 2 to Nature Protection

Planner: Phil Testemale

Planning Status

Status Date: Jul-15-2015

EC approved bylaws. OCP amendment sent to Minister for approval.

Status Date: Jun-25-2015

CIM & Public Hearing scheduled for July 6, 2015

Status Date: Apr-22-2015

Forwarded to EC May 13, 2015 agenda for sponsorship consideration

Subdivision

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

Planner: Kim Farris

Planning Status

Status Date: Aug-13-2015

PLA extension granted by MOTI

Status Date: Nov-24-2014

SD file on hold until zoning amendment bylaws are adopted

Status Date: Sep-08-2014

10 percent waiver approved by LTC

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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