



**GALIANO ISLAND
LOCAL TRUST COMMITTEE
BUSINESS MEETING AGENDA
TO COMMENCE AT 1:00 PM, FEBRUARY 18, 2013
AT THE SOUTH COMMUNITY HALL
141 STURDIES BAY ROAD, GALIANO ISLAND, B.C**

***Approximate** time is provided for the convenience of the public only and is subject change without notice.

	Page #	*Approx. Time*
1. CALL TO ORDER		1:00 pm
2. APPROVAL OF AGENDA		1:05 pm
2.1 Questions on Agenda Items		
2.2 Town Hall Session		
3. COMMUNITY INFORMATION MEETING		1:20 pm
3.1 GL-RZ-2011.1 (Dewinetz)		
3.2 Proposed Bylaw No. 237 (LUB Amendments)		
4. PUBLIC HEARING		2:00 pm
4.1 Proposed Bylaw No. 237 (LUB Amendments)		
5. PREVIOUS MEETINGS		2:30 pm
5.1 Local Trust Committee Minutes for Information (attached)		
5.1.1 Adopted Minutes of December 3, 2012 Local Trust Committee Business Meeting (attached)	1	
5.2 Public Hearing Records and Community Information Meeting - none		
5.3 Section 26 Resolutions-without-meeting (attached)	12	
5.4 Advisory Planning Commission (attached)		
5.4.1 Minutes of January 4, 2013 Advisory Planning Commission Meeting	13	
5.4.2 Minutes of January 11, 2013 Advisory Planning Commission Meeting	16	
6. BUSINESS ARISING FROM THE MINUTES		
6.1 Follow-up Action Report (attached)	19	

7. DELEGATIONS - none

----- BREAK (15 minutes) -----

8. CORRESPONDENCE (attached)

[correspondence received concerning applications and/or projects is considered with the application/project]

- 8.1 P. LeBlond letter dated January 26, 2013 re: Gaylor Covenant 22**

9. APPLICATIONS, PERMITS, BYLAWS AND REFERRALS

2:45 pm

- 9.1 Covenant ET016476 (DL 48) - verbal 23**
9.2 GL-RZ-2011.1 (GLCHT) Progress Report (attached) 114
9.3 GL-DVP-2012.5 (Bird) (attached) 130
9.4 Salt Spring Island Bylaw No. 465 Referral (attached) 132
9.5 Salt Spring Island Bylaw No. 466 Referral (attached) 132

10. LOCAL TRUST COMMITTEE PROJECTS

- 10.1 Proposed Bylaw No. 237 (Land Use Bylaw Amendment) – for further consideration (pending) 134**
10.2 Proposed Bylaw No. 238 (Land Use Bylaw Amendment) – for consideration of second reading (attached) 137
10.3 Proposed Bylaw No. 239 (Land Use Bylaw Amendment) – for consideration of second reading (pending) 137
10.4 Proposed Bylaw No. 240 (Land Use Bylaw Amendment) (pending) 137
10.5 Development Permit Area Implementation Update (attached) 137

11. REPORTS

4:00 pm

- 11.1 Work Program Reports - for Information**
11.1.1 Galiano Island Local Trust Committee Work Program - Report dated February 2013 (attached) 154
11.2 Applications Report - for information
11.2.1 Galiano Island Applications Report dated February 2013 (pending) 157
11.3 Expense/Budget Reports - for information
11.3.1 LTC Expense Report (attached) 158
11.3.2 LTC Budget 2012-2013 (attached) 158
11.4 Bylaw Enforcement - none
11.5 Policies and Standing Resolutions Report (attached) – for information 159

11.6	Galiano Island LTC Web Page for Review (attached) – for information	161
11.7	Chair’s Report	
11.8	Trustee Report	
12.	OTHER BUSINESS	4:30 pm
12.1	Upcoming Meetings	
12.1.1	“Greening our Shores” Shoreline Stewardship Event – 1:00-4:30 pm, Saturday, February 23, 2013, South Community Hall, Galiano Island	
12.1.2	Local Trust Committee Business Meeting at 1:00 p.m. Monday, March 11, 2013, South Community Hall, Galiano Island	
12.2	Natural Marine Conservation Area Exclusion Zones (attached)	163
12.3	Laughlin Lake Addition – Lot 5 Acquisition (attached)	167
12.4	Statement of Cooperation for the Coastal Douglas Fir and Associated Ecosystems Conservation Partnership (CDFCP) (SP) (attached)	170
13.	TOWN HALL MEETING	
14.	MOTION TO CLOSE MEETING THAT, pursuant to Section 90(a) and (f) of the Community Charter, the Galiano Island Local Trust Committee resolves to close the meeting to the public for the purpose of adopting July 9, 2012 Galiano LTC In Camera Minutes and to consider Advisory Planning Commission appointment; and further that staff and Recording Secretary remain present.(distributed under separate cover)	
15.	RECALL TO ORDER 15.1. Rise and Report from Closed Meeting	
16.	ADJOURNMENT	5:00 pm

ADOPTED

**MINUTES OF THE GALIANO ISLAND
LOCAL TRUST COMMITTEE MEETING
HELD ON MONDAY, DECEMBER 3, 2012 AT 1:00 PM
AT THE SOUTH ISLAND COMMUNITY HALL,
GALIANO ISLAND, B.C.**

<u>PRESENT:</u>	Ken Hancock	Chair
	Louise Decario	Local Trustee
	Sandy Pottle	Local Trustee
	Kris Nichols	Island Planner
	David Millership	Recording Secretary

There were approximately twenty-two (22) members of the public present.

1. CALL TO ORDER

Chair Hancock called the meeting to order at 1:00 p.m. Introductions were made and the meeting introduced.

Chair Hancock stated appreciation and acknowledgment that today's meeting is taking place on the traditional territories of the Coast Salish people.

2. APPROVAL OF AGENDA

Chair Hancock asked for any additions or changes to the agenda; amendments were as follows:

- *Added to agenda package Item 5.1.1 – Minutes of November 19, 2012 Local Trust Committee Business Meeting*
- *Added to Item 9.1 – Stephen Nemtin correspondence dated November 30, 2012*

The agenda was Approved as amended by consent.

2.1 Questions on Agenda Items

None

2.2 Town Hall Session

Chair Hancock invited the public to make comment.

There being no comments from the public, Chair Hancock closed the Town Hall meeting.

3. COMMUNITY INFORMATION MEETING

None

4. PUBLIC HEARING

None

5. PREVIOUS MEETINGS

5.1 Local Trust Committee Minutes for Adoption

5.1.1 Minutes of November 19, 2012 Local Trust Committee Business Meeting

Amendments:

- *Page 2 first and fifth paragraphs* – replace “manor” with “manner”
- *Page 5 break times* – replace “3:30 p.m.” with “2:00 p.m.” and “3:45 p.m.” with “2:30 p.m.”
- *Page 12 Item 11.8 second paragraph first sentence* – replace “Trust Program” with “Local Planning”

The Minutes of November 19, 2012, Local Trust Committee Business Meeting as amended were Adopted by consent.

5.2 Public Hearing Records and Community Information Meeting

None

5.3 Section 26 Resolutions-without-meeting

None

5.4 Advisory Planning Commission

None

6. BUSINESS ARISING FROM THE MINUTES

6.1 Follow-up Action Report

Planner Nichols provided information and items were discussed with regards to status and action.

Planner Nichols stated that with regards to Item No. 1, the covenant has yet to be received. He stated that with regards to Item No. 2, a progress report would be ready in February 2013. Planner Nichols stated that with regards to Item No. 3, the applicant is being worked with relating to needed covenants.

Planner Nichols stated that with regards to Item No. 8, one response in favour has so far been received.

7. DELEGATIONS

None

8. CORRESPONDENCE

None

Note: Correspondence items are received by virtue of being on the agenda.

Note: Correspondence received concerning applications and/or projects is considered with the application/project.

9. APPLICATIONS, PERMITS, BYLAWS AND REFERRALS

9.1 GL-DVP-2012.4 (Gonthier)

Planner Nichols provided information from *Staff Report dated November 20, 2012 (File No.: GL-DVP-2012.4) Re: Development Variance Permit*.

There was some discussion regarding a Section 219 covenant addressing certain things and being a requirement for subdivision.

Trustee Decario stated concern regarding structures and in particular the electrical shed, being so close to the road.

Planner Nichols stated that the variance permit could be amended to include the electrical shed.

Trustee Pottle stated that the Section 219 covenant would keep density down and that even though a split-zoned lot is being created it appears the best option for addressing this unique situation.

Stephen Nemtin, neighbour to the owner, was in attendance and spoke throughout the remaining discussions.

Mr. Nemtin asked how big the split-zoned lot(s) would be and whether or not the existing cabin could be expanded.

Planner Nichols responded that Proposed Lot 1 would be 0.99 acres and Proposed Lot 2 would be 4.07 acres.

Chair Hancock responded that the existing cabin could be expanded into a single-family residence.

Trustee Decario responded that the zoning would permit the owner a residence and an accessory building and thus it would be up to the owner to decide the future of the existing cabin.

There was some discussion regarding current permitted accessory building size and that such is being reviewed and will most likely be increased by the Local Trust Committee (LTC).

Mr. Nemtin read aloud his correspondence dated November 30, 2012.

Applicant Ron Taylor was in attendance and spoke on behalf of the owner.

Mr. Nemtin asked the LTC to guarantee that his well would not be compromised if development were to take place on Proposed Lot 1.

Trustee Pottle responded that the LTC has to have faith in the Capital Regional District (CRD) system with processes, rules and regulations pertaining to wells and septic systems being followed and working. Trustee Pottle stated that she is sympathetic of Mr. Nemtin's concern regarding the potential for loss of privacy.

Chair Hancock responded that if the well is outside of the required setback area then it is not within Islands Trust jurisdiction.

There was some discussion regarding compliance, the LTC generally wanting to avoid creating split-zoned lots, this being a unique situation and density being limited by way of covenant.

There was some discussion regarding water, Mr. Nemtin's well, the stream that flows to Mr. Nemtin's property, privacy and various setbacks including agricultural setbacks.

Mr. Nemtin stated concern regarding his well and asked the LTC to protect the "water corridor" leading to it.

Mr. Nemtin and Ron Taylor showed the LTC a map that showed the "water corridor".

Trustee Decario stated that it is fortunate that the stream is where it is for the reason that it appears it might naturally protect the "water corridor".

Resolution GL-LTC-133-12

It was Moved and Seconded that the Galiano Island Local Trust Committee directs staff to amend Development Variance Permit GL-DVP-2012.4 (Gonthier) to include the electrical shed on Proposed Lot 1.

CARRIED

Resolution GL-LTC-134-12

It was Moved and Seconded that Galiano Island Local Trust Committee Development Variance Permit GL-DVP-2012.4 (Gonthier) as amended be approved.

CARRIED

Trustee Decario stated support for GL-DVP-2012.4 addressing issues of compliance.

Member of the public Kiyo Okuda stated concern regarding the building right for the cabin on the small property, due to the properties size, and questioned where the building right came from in the first place.

There was some discussion regarding the current smaller lot being created in 1921 and the current larger lot being created in 1931.

9.2 Covenant ET016476 (Gaylor) District Lot 48

Planner Nichols provided information from *Memorandum dated November 15, 2012 (File No.: GL2455-20) Re: Amending Covenant ET016476* and explained that staff is seeking LTC direction regarding a request to amend a covenant on a Forest Industrial (FI) zoned lot (Lot 1) and to remove a covenant from an adjacent lot (Rem. D.L. 48).

Brett Gaylor was in attendance and spoke on behalf of the application.

There was some discussion regarding the possible removal of clauses one, two, three, seven and fourteen.

Trustee Pottle asked why mechanical repairs and boat building are not permitted.

Planner Nichols responded that such is calculated on square footage.

There was some discussion regarding noise concerns, work safe guidelines pertaining to 85 decibels, concerns expressed by neighbours and why the covenant on the FI zoned lot states that noise decibels are to be measured at the source versus being measured at the property line.

Planner Nichols stated that some concerns could be addressed via public hearing (PH).

Trustee Decario stated support for being provided the PH record that resulted in covenant ET016476 in order for the LTC to better understand the reasoning behind some of the restrictions/clauses.

Brett Gaylor stated that his family is trying to sell the FI zoned land and that covenant ET016476 is making it difficult to do so for the reason that the land cannot be used according to the intended zoning designation. He stated concern that the higher taxes associated with the FI zoning are being paid yet the land cannot be used for its intended purpose. Mr. Gaylor stated that a chainsaw runs at 110 decibels and a sawmill operates at 120 decibels and that both as well as lawnmowers and any building activity are restricted on the FI land. He added that such restrictions don't make sense for the reason that they make his FI land more restricted than other land(s) not zoned FI.

Trustee Decario stated that the LTC needs to better understand the reasoning behind covenant ET016476 and also consider the concerns expressed by neighbours.

Brett Gaylor stated that he doesn't think Bylaw Enforcement Officers (BEO) carry devices that can measure sound decibels and that neighbours would be able to hear FI activity.

Member of the public **Doug Latta** stated that FI activities could potentially be enclosed in order to mitigate noise pollution.

Resolution GL-LTC-135-12

It was Moved and Seconded that the Galiano Island Local Trust Committee directs staff to produce the Public Hearing record that resulted in covenant ET016476.

CARRIED

Resolution GL-LTC-136-12

It was Moved and Seconded that the Galiano Island Local Trust Committee authorize the removal of the covenant in its entirety from Remnant District Lot Number 48.

CARRIED

Note: there was a break at 2:10 p.m. and the meeting reconvened at 2:35 p.m.

Resolution GL-LTC-137-12

It was Moved and Seconded that the Galiano Island Local Trust Committee directs staff to schedule a Public Hearing on amending covenant ET016476 for the March 11, 2013 Galiano Island Local Trust Committee Business Meeting.

CARRIED

Resolution GL-LTC-138-12

It was Moved and Seconded that the Galiano Island Local Trust Committee directs staff to enter into a Cost Recovery Agreement with the owner(s).

CARRIED

9.3 Covenant EF113410 (Retreat Cove Farms Ltd.)

Planner Nichols provided information from *Memorandum dated November 20, 2012 (File No.: GL2455-20) Re: Amendment to Covenant – Cottage Size (Retreat Cove Farms Ltd.) Lot A District Lot 62, Galiano Island, Cowichan District, Plan 29479.*

Hugh Parfitt, Secretary/Treasurer Retreat Cove Farms Limited, was in attendance and spoke in support of the application.

Resolution GL-LTC-139-12

It was Moved and Seconded that the Galiano Island Local Trust Committee agrees to alter covenant EF113410 to conform to the current Land Use Bylaw and that the Chair be authorized to sign on behalf of the Galiano Island Local Trust Committee.

CARRIED

Resolution GL-LTC-140-12

It was Moved and Seconded that the Galiano Island Local Trust Committee directs staff to enter into a Cost Recovery Agreement with owners of Retreat Cove Farms Limited to cover all costs related to the alteration of covenant EF113410.

CARRIED

10. LOCAL TRUST COMMITTEE PROJECTS

10.1 Greenshores for Homes Workshop

Planner Nichols provided information and there was some discussion regarding dates.

Resolution GL-LTC-141-12

It was Moved and Seconded that the Galiano Island Local Trust Committee directs staff to schedule a Special Meeting for the Greenshores For Homes Workshop, on February 23, 2013.

CARRIED

There was some discussion regarding the way in which the Special Meeting (SM) would be advertised with the Active Page being a priority over the Islands Tides and depending upon publication deadlines.

There was some discussion regarding shoreline, geographical, ecological and eelgrass mapping as well as the overall Greenshores For Homes project.

Chair Hancock stated support for receiving an actual product once the project/process is complete.

11. REPORTS

11.1 Work Program Reports

11.1.1 Galiano Island Local Trust Committee Work Program - Report dated November 2012

Provided for information purposes only.

There was some discussion regarding amendments.

Resolution GL-LTC-142-12

It was Moved and Seconded that the Galiano Island Local Trust Committee directs staff to amend Work Program Top Priority No. 1 by moving Activity No. 4 *Review of regulations pertaining to strata common property* to Work Program Projects.

CARRIED

The LTC directed staff to further amend the Work Program; amendments were as follows:

- *Top Priority No. 1* – remove Activity No. 2.
- *Top Priority No. 1* – rename Activity No. 5 to read “Review of Parking Regulations”.
- *Top Priority No. 1* – remove Activity No. 7
- *Top Priority No. 1* – rename Activity Phase II Item No. 3. to Cottage Floor Area Calculation and move it to Activity No. 13.
- *Projects No. 3* – remove
- *Top Priority No. 1* – add Short Term Vacation Rentals (STVR’s) to Activity Phase II Items.

11.2 Applications Report

11.2.1 Galiano Island Applications Report dated November 2012

Planner Nichols provided information and applications were discussed with regards to status and action.

11.3 Expense/Budget Reports

11.3.1 LTC Expense Report

Provided for information purposes only.

None

11.3.2 LTC Budget 2012-2013

Provided for information purposes only.

11.4 Bylaw Enforcement

None

11.5 Policies and Standing Resolutions Report

Provided for information purposes only.

11.6 Galiano Island LTC Web Page for Review

Chair Hancock asked for any additions or changes to the LTC web page; amendments were as follows:

- *Add* – Updated Work Program Top Priorities and Projects.

- *Add* – Notice of February 23, 2013 SM.
- *Add* – Notice of February 18, 2013 PH for Proposed Bylaw No. 237.
- *Add* – Notice of February 23, 2013 Greenshores For Homes Workshop.

11.7 Chair's Report

Chair Hancock stated that he has been getting ready for and would be attending Islands Trust Council from December 4 – 6, 2012, on Salt Spring Island. He stated that a motion would be brought forth at Trust Council relating to the BC Ferries consultation(s) and that Council would be asked whether it supports funding BC Ferries by property taxes. Chair Hancock stated that issues and concerns relating to BC Ferries are trying to be addressed head on.

11.8 Trustee Report

Trustee Decario stated that she would be attending Islands Trust Council from December 4 – 6, 2012, on Salt Spring Island and that she attended a Community and Economic Development Committee Meeting, regarding experiencing the Gulf Islands, potential trails and trail connections, and water taxis. Trustee Decario stated that she has attended to many things in addition to her everyday business.

Trustee Pottle stated that she attended a November 2, 2012, Trails Workshop. She stated that a Wellness Study is being proposed to take place on Galiano. Trustee Pottle stated that she attended a November 5, 2012, Community and Economic Development Committee Meeting. She added that she has been engaged in informal discussions with The Galiano Land and Community Housing Trust (GLCHT) and that she has attended to her regular things and has been talking to lots of people. Trustee Pottle stated that she would be attending Islands Trust Council from December 4 – 6, 2012, on Salt Spring Island.

12. OTHER BUSINESS

12.1 Upcoming Meetings

12.1.1 Local Trust Committee Business Meeting at 1:00 p.m. Monday, February 18, 2013, South Community Hall, Galiano Island

The meeting is scheduled as stated.

13. TOWN HALL MEETING

Chair Hancock invited the public to make comment.

Ron Taylor stated support for the LTC referring to guest cottages in covenants without listing the associated permitted guest cottage square footage. Mr. Taylor stated that such makes sense for the reason that if the permitted guest cottage square footage size changes then all that needs to be updated is the Land Use Bylaw (LUB).

There being no further comments from the public, Chair Hancock closed the Town Hall meeting.

14. ADJOURNMENT

Resolution GL-LTC-143-12

It was Moved and Seconded that the Galiano Island Local Trust Committee meeting be adjourned at approximately 3:35 p.m.

CARRIED

RECORDER

CHAIR



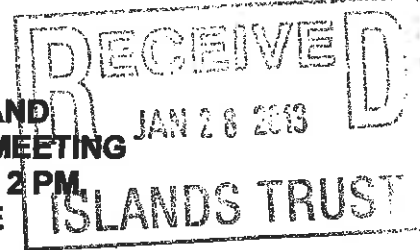
Islands Trust

RWM From: November 23, 2012 To: February 07, 2013

Galiano Island

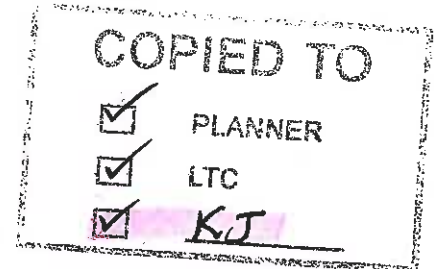
Resolution #	Action	Resolution Description	Resolution Date
2013-02	In Favour	THAT Galiano Island Local Trust Committee Business Meeting Minutes of December 3, 2012 be adopted.	Jan 18, 2013
2013-01	In Favour	THAT Galiano Island Local Trust Committee appoint Sheila Anderson, Ursula Deshield and Karen Harris to the Galiano Island Advisory Planning Commission for a two year term effective February 1, 2013 to February 1, 2015	Jan 08, 2013

**MINUTES OF THE GALIANO ISLAND
ADVISORY PLANNING COMMISSION MEETING
HELD FRIDAY, JANUARY 4, 2013, at 2 PM,
AT THE LOCALTRUST OFFICE**



Present: Sheila Anderson
Jeffrey Patterson
Barry New
Tahirih Rockafella,
Ursula Deshields,
Patricia Joyce

Chair
Vice Chair
Member
Member
Member
Recording Secretary



Absent: Karen Harris

1. CALL TO ORDER

The chair called the meeting to order at 2pm and reported that, in regard to appointments, Keith Erickson has declined to serve another term. Sheila Anderson, Karen Harris, & Ursula Deshield accepted another term and the Local Trust Committee will likely be advertising to fill the seventh position.

2. APPROVAL OF AGENDA

To review and comment on Proposed Land Use Bylaw Amendments Nos. 238 and 239 (Land Use Bylaw 127, June 15, 2011)

Agenda approved by consensus

3. PREVIOUS MINUTES

The Minutes of the meeting held June 28, 2012, were approved by email prior of submission to the Islands Trust Office.

4. Proposed Land Use ByLaw amendment No. 238

- a. Members reviewed the location of the lot affected by the amendment and considered the context of the amendment in terms of Road Network planning in that region of the island.
- b. The chair provided a brief overview of the various ways and means of planned roads becoming open public roads.
- c. A question was raised as to whether OCP Forest Policy b.ii would apply because this amendment has the effect of allowing a dwelling on a forest lot that up until now has not been allowed one.
- d. Members acknowledged that the few existing FLR zoned lots this is the only one that does not have frontage on a public road dedication.

- e. Members considered that it could take many years for the proposed future highway route in this area of the island to become an open public road and therefore the covenant referred to in Staff Report should not only gain agreement that the route will be reserved for future highway but it should also be reserved for a future SRW for emergency lane route for an alternate emergency evacuation route.

MOTION:

It was Moved and Seconded that the Commission support Proposed Bylaw Amendment 238, dependent on the registry of a Covenant on the title of the property concerned, to reserve both future road dedication and statutory right of way for Emergency lane through this same property in accordance with the Road Network Plan, Schedule C of the Official Community Plan.

CARRIED

5. Proposed Land Use Bylaw Amendment No239

- a. Regarding increase of accessory buildings by use of lot coverage percentage under Permitted Density regulation in 1. d), e), f) members agreed by consensus that while some members think 25% lot coverage is excessive, on larger lot sizes the GIAPC in general supports the relaxation of permitted accessory building allowances by use of lot coverage percentage as opposed to floor area entitlements as is presently used.
- b. Regarding 1.g) in initial discussion GIAPC considered the percentage amounts put forward in this clause are excessive and could result in overuse of the land and promotes an intensity of agriculture not suitable for Galiano or the Trust Area in general.
- c. It was agree that the discussion of these items should continue at a second meeting and members would do further research into allowances on other islands and the calculations of what these percentages could mean in terms of foot print area.

6.. NEXT MEETING

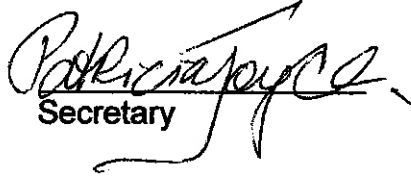
Friday, January 11 at 1.30pm at the Activity Centre Meeting Room.

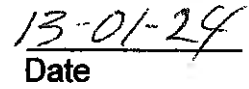
7. ADJOURNMENT

It was agreed by consensus that the meeting be adjourned at approximately 4:40 PM

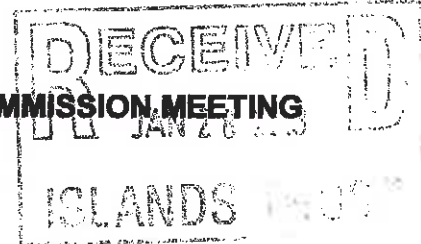
These Minutes were approved at a Meeting of the Galiano Island
Advisory Planning Commission held on January 11th, 2013


Chair


Secretary


Date

MINUTES OF GALIANO ISLAND ADVISORY PLANNING COMMISSION MEETING
 held Friday, January 11, 2013 at 1.30pm.
 at Galiano Activity Centre Meeting Room
 1290 Sturdies Bay road, Galiano Island.



Present: Sheila Anderson Chair,
 Jeffrey Patterson Vice Chair,
 Ursula Deshields Member
 Barry New Member
 Patricia Joyce APC Secretary



Absent: Tahirih Rockafella, Karen Harris,

1. CALL TO ORDER: The meeting was called to order at 1.40am.

2. APPROVAL OF AGENDA:

Approved as planned - continuing review of referred Proposed Land Use ByLaws # 238 & 239.

3. MINUTES OF PREVIOUS MEETING

The Draft Minutes of January 4th, 2013 having been circulated by email in advance of the meeting were considered. Several amendments were proposed by the Chair and copies of the amended draft minutes were circulated. These were reviewed and a motion followed.

Motion:

It was agreed that the Minutes of January 4th as amended be approved.

CARRIED

4. Proposed Land Use Bylaw No. 239

4.1 Item 1.a), d) e), and f)

Proposed 25 % lot coverage for RR, R2 and R3 zones was compared to lot coverage allowances on other Southern Gulf Islands. Members reviewed calculations of what these percentages would actually mean in terms of potential build out on minimum lot sizes associated with various existing zones. APC members also discussed the meaning of "lot coverage" as defined in the Land Use Bylaw, and ways in which increasing accessory building allowances while possibly supporting some OCP objectives could also conflict with others objective if used fully. While members generally felt 25 % was fine for our smaller lot residential zones, but as the average lot size increases 25% starts to have significantly more impact on the rural landscape of larger lots.

There was considerable discussion by the commission as to how percentage lot coverage is calculated in cases of Bare Land Strata

Subdivision or Corporate holding of larger parcels within RR, R2, and R3. A clear explanation of how this would be calculated is not evident in the Land Use Bylaw.

RECOMMENDATION

The Commission supports the objectives of the Local Trust Committee in relaxing the regulations with respect to accessory building entitlements, and allowing property owners to make their own decisions as to how much land is covered by dwellings and accessory buildings. However, bearing in mind the Islands Trust Mandate and public policy objectives, the Commission encourages the LTC to consider lower maximum lot coverage percentages, such as 10%, in Zones RR, R2, and R3.

CARRIED

4.2 Item 1.g) Lot Coverage percentage for AG zone.

APC members considered that compared to other islands' allowances in AG zones the proposed allowance of 35% plus additional 40% for commercial greenhouses seems excessive. Members discussed how Galiano has less AG suitable land than other islands and it thought it would be prudent not to cover it with buildings and structures. A total lot coverage up to 75% seemed in some members view to promote a type of agriculture not well suited to Galiano as a groundwater dependant island in the Trust Area.

Some members felt 25% lot coverage on AG zoned land would be more than enough. Members agreed that a more cautious approach to an increase is needed given Galiano's relatively short supply of arable land and dependence on quality and quantity of groundwater.

RECOMMENDATION

While the Commission supports the objectives of the Local Trust Committee in relaxing accessory building regulations the APC recommend the proposed maximum lot coverage for AG zone only be increased to a total maximum allowance of 35% with no additional specific amount for commercial greenhouses.

CARRIED

4.3 Items 1. b), c), and h) through to l)

The APC members present agreed with these proposed amendment items as written and have no recommendations for changes.

5. NEXT MEETING: No further meeting is planned for this referral.

6. ADJOURNMENT: Meeting adjourned by consensus at 3:40 PM.

These minutes have been approved by email


Chair


Secretary

13-01-24
Date



Islands Trust

Follow Up Action Report w / Target Date

Galiano Island

Jun-11-2012

No.	Activity	Responsibility	Target Date	Status
1	Chair Hancock designated to sign and execute the S. 219 covenant, the S. 218 SRW and the sustainable forestry covenant for GL-RZ-2005.2 (Romagnoli-Smith). Sept 21/12 - email to applicants Oct 15/12 - trustees report that applicants out of country Dec 12, Jan 13 and Jan 29- applicants contacted and requested to provide changes to covenant	Robert Kojima Gary Richardson	Nov-01-2012	On Going

Jul-09-2012

No.	Activity	Responsibility	Target Date	Status
2	GL-RZ-2011.1 (GLCHT) Staff directed to schedule a CIM upon receipt of: confirmation of ALC covenant on title, comprehensive site plan, housing agreement and land lease, and professional assessment of the availability of sustainable long-term groundwater and rainwater catchment (Sept amendments).	Kris Nichols	Feb-18-2013	On Going

3	GL-RZ-2011.2 (Dewinetz): -Staff to invite representatives from BC Parks to attend a future CIM for this application. - Staff to enter into cost recovery with the applicant for a legal review of the agreement between the applicant and the Galiano Island Housing Society - DONE -Staff to work with the applicant to obtain the required groundwater assessment as per OCP policy 2e) -Staff to schedule a CIM and Public Hearing	Kris Nichols	Feb-18-2013	On Going
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-Staff to work with the applicant to draft a S. 219 covenant and enter into cost recovery with the application for associated legal work

Sep-17-2012

No.	Activity	Responsibility	Target Date	Status
4	9.1 GLCHT - applicants to provide corrected site plan and accompanying tables Resolution to amend GL-LTC-75-12 to require professional assessment of rainwater catchment proposal	Kris Nichols	Feb-18-2013	On Going
5	Staff to arrange meeting between LTC and MoTI staff to discuss Galiano issues. Note: deferred pending hiring of new manager in MoTI Saanich office.	Robert Kojima Kris Nichols	Jan-31-2013	On Going

Nov-19-2012

No.	Activity	Responsibility	Target Date	Status
6	Minutes to be adopted as amended	Kathy Jones Sharon Lloyd-deRosario	Dec-03-2012	Done
7	Send out notification for Public Hearing on Proposed Bylaw No. 237 to be held at the February 18, 2013 LTC meeting.	Kathy Jones Kris Nichols	Feb-18-2013	Done
8	Send bylaw No. 238 to Agencies and APC for comment.	Kathy Jones Kris Nichols	Feb-18-2013	Done
9	Planner to find out estimated costs for a 219 covenant and a survey related to Bylaw No. 238.	Kris Nichols	Feb-18-2013	Done
10	Send Bylaw No. 239 to referral agencies and APC for comment.	Kathy Jones Kris Nichols	Feb-18-2013	Done
11	Draft amending bylaws for signage, home occupations and small animal husbandry in residential zones.	Kris Nichols	Feb-18-2013	Done
12	Greenshores Integrated Shoreline Mapping Workshop to be set up in early 2013.	Robert Kojima Sonya Sundberg	Feb-18-2013	Done
13	Letter to be sent to APC members asking if they would like to stand for another term.	Kathy Jones	Dec-20-2012	Done

Dec-03-2012

No.	Activity	Responsibility	Target Date	Status
14	Minutes to be adopted as amended.	Sharon Lloyd-deRosario	Feb-18-2013	Done
15	9.1 Staff to amend DVP as per LTC discussion prior to issuance.	Kris Nichols	Dec-18-2012	Done
16	9.2 To provide Trustees with a copy of the Public Hearing binder from the 2002 rezoning to FI.	Kathy Jones Kris Nichols	Feb-18-2013	Done
17	9.2 Establish a cost recovery agreement with the owner for covenant amendment and removal.	Kris Nichols	Feb-18-2013	On Going
18	9.3 To change the wording in the covenant to comply with current LUB regulations. To establish a cost recovery agreement with the applicant (Retreat Cove Farms)	Kris Nichols	Feb-18-2013	On Going
19	10.1 Staff to organize Greenshores for Homes Workshop for February 23rd as a special meeting.	Robert Kojima Sharon Lloyd-deRosario Sonya Sundberg	Feb-18-2013	Done
20	10.1 Staff to update LTC projects and to priorities list.	Kris Nichols	Feb-18-2013	Done

Kathy Jones

From: Kris Nichols
Sent: January-28-13 10:23 AM
To: Kathy Jones
Subject: Galiano Island Local Trust Committee

Follow Up Flag: Follow Up
Flag Status: Flagged

From: leblondpaul41@gmail.com [<mailto:leblondpaul41@gmail.com>]
Sent: January-26-13 5:46 PM
To: glitcwebmail
Cc: leblondpaul41@gmail.com
Subject: Galiano Island Local Trust Committee



Islands Trust

Preserving **island** communities, culture and environment.

January 26, 2013

From: Paul LeBlond
Email: leblondpaul41@gmail.com

Subject: Galiano Island Local Trust Committee

Dear Galiano Trustees

I am writing in support of Brett Gaylor's request, presented at the December LTC meeting, for a relaxation of the noise restrictions now included in the covenant placed on his family's Forest Industrial lot. I live on Ganner Drive and I am one of the nearest (but not so near) neighbours of that lot. I heard the case made by Mr Gaylor at the December meeting; it would make sense to allow at least as much noise at a Forest Industrial site as my nearer non-industrial neighbours make through their routine domestic activities, mowing the lawn, cutting wood, etc... I encourage you to find a solution that will allow Forest Industrial activities to proceed on said property and will attract new owners to contribute to our island's prosperity.

Paul LeBlond

cc Brett Gaylor

www.islandstrust.bc.ca



STAFF REPORT

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

To: Galiano Island Local Trust Committee
For meeting of February 18, 2013

From: Kris Nichols
Island Planner

CC: Robert Kojima
Regional Planning Manager

Re: Galiano Land and Community Housing Trust Application Progress Report

PROGRESS REPORT

The intent of this report is to provide the Local Trust Committee (LTC) with a status update and a brief analysis of the Galiano Land and Community Housing Trust (GLCHT) application, specifically on the requirements that the LTC requested be met prior to a Community Information Meeting (CIM) being scheduled. Only those documents received at the time of writing this report will be considered in the report. The documents that were received were:

1. Site Plan dated January 31, 2013 (Attachment 1)
2. Draft Housing Agreement dated November 7, 2012 (Attachment 2)
3. Rainwater and Well Report January 9, 2013 (Attachment 3)

BACKGROUND:

At the July 9, 2012 LTC meeting, Bylaw No. 234 (Land Use Bylaw) and Bylaw No. 233 (Official Community Plan) were given First Reading as an initial step to permit the project to proceed.

At the same meeting, LTC passed a resolution which stated the following items are required:

1. Confirmation of the ALC covenant being registered on title
2. Comprehensive site plan/survey (also showing clustering of housing in support of OCP requirement)
3. Development of a Housing Agreement
4. Assessment of the availability of sustainable long-term ground water as per OCP Water Supply policy 2 e). An additional requirement was added at the September 17 meeting: To require in addition to the professional assessment of groundwater, a professional assessment of rainwater catchment.

At the September 17, 2012 LTC staff meeting a progress report was presented to the Local Trust Committee on requirements that were agreed to be provided prior to scheduling a community information meeting (CIM). At that time, staff had not received the necessary information to satisfy LTC that a CIM could be scheduled.

The applicant has now submitted documents to address the requirements stated above.

Project Update:

Staff have met and communicated with the applicant a number of times since the September meeting. The latest meeting was in early December which was organized by the applicant and their consultant to introduce the project to possible government funders such as the CRD Housing Secretariat and Canada Mortgage and Housing Corporation (CMHC). It was a daylong meeting. The objective was to establish a common understanding of the status of the project, to identify next steps and information required for agency application processing. It was valuable for staff as it provided a clear understanding of the project to date, the next steps and what is required by all involved.

Beyond what the Islands Trust is requesting of the applicant, the CRD and CMHC have various requirements including financial assessments, business plan and a need and demand study. Staff mentioned that these plans/studies would be valuable information for the Trustees to see even though they were not requested. It would help with the overall understanding of the project to create a complete picture of how it will work and fit into the community. It was agreed at the meeting that some of this information (i.e. CMHC Need and Demand study) will be provided to the LTC at a later date.

Discussion was had on what could be built now under the current regulations (i.e. 3 houses) and what sort of approvals would be required especially as it pertains to water and the requirements of CRD Building. It was understood that potable water will be an issue and have to be verified by a consultant as well as VIHA in order to proceed with primarily a rainwater catchment system for the residential buildings and the well for the common building use. The applicants have provided some documentation/report on the well and rainwater catchment systems which will be discussed later in the report. See Attachment 3.

Other points of discussion covered such topics as:

- Possibility that GLCHT could build 5-10 houses and put them up for sale to move the project along and establish a standard for affordable development
- Plans to build a demonstration house to see what the costs may be to build a house given the parameters set.
- It was mentioned that a Galiano Loan Fund may be able to loan up to \$20,000 to qualified applicants to be repaid over time by purchasers.
- Possibility of doing construction in phases so long as funding could also be received to accommodate this phasing approach.
- Self-build housing should be under the supervision of a qualified contractor
- The provision of potable water (rainwater and/or well) is an issue for the CRD and VIHA and to meet the OCP requirement.
- There will be shared septic systems constructed with the possibility of buildings greater than 1 bedroom paying additional septic costs.
- Power will be provided to the building sites.

- A realistic timeline was discussed for the project taking into account the various steps/approvals required with the timeline ending next fall at the earliest.

Staff were made aware that GLCHT is applying for funding from various agencies in order to support the project being affordable to Galiano residents. Two of the known funders being approached are briefly described as follows:

1. Regional Housing Trust Fund (CRD)

An application has been made to the Housing Secretariat for funding from the Regional Housing Trust Fund (RHTF). The RHTF Commissioners review GLCHT's letter of intent in September and based on that were invited to submit a final application. This is not a funding commitment. The final application process is fairly rigorous involving such things as zoning has to be approved, building permits issued and budgets submitted.

2. Canada Mortgage and Housing Corporation (CMHC)

CMHC has provided some seed funding (\$10,000) to provide for a consultant to undertake a need and demand study, a preliminary feasibility analysis and a business plan.

- A need study is based on a comparison of the demographics to available housing supply to determine if there is a need for the amount, type and cost of housing being proposed.
- A demand study is based on the acceptance of the specifics of the project being proposed such as its location and project specifics such as self-build, land lease, rainwater catchment, shared septic, housing agreement, resale conditions, etc..
- A business plan would include the status of the project planning (design, financial, marketing, etc.) and the next steps required to move forward.

Again, staff have mentioned that this information (i.e. studies) would be valuable to the Trustees as well in moving the project forward. The community in general may also be interested in seeing these reports/studies in assisting them in understanding the full scope of the project.

Discussion of Items Received

As mentioned the LTC has requested four (4) items be provided for their consideration prior to scheduling a Community Information Meeting. The following provides some detail and brief analysis of the information received to date.

1. **Confirmation of the ALC covenant being registered on title:**

The applicant has stated that they do not want to register the ALC required covenant until the application is closer to final reading. The covenant is a condition of the Agricultural Land Commission (ALC) granting the removal of a portion of the land from the Agricultural Land Reserve (ALR). It is staff's understanding that the land will not be removed from the ALR until this covenant is registered. The applicant is concerned that should the rezoning not be approved as presented and they have to sell the property, the existence of the covenant may impact the marketability of the property. The covenant has not been registered, but would become a condition of final reading.

2. **Comprehensive site plan/survey (also showing clustering of housing in support of OCP requirement):**

The applicants have provided a proposed site plan that includes turn around areas for emergency vehicles and pathways for access to residences. For larger, clearer version see Attachment 1.

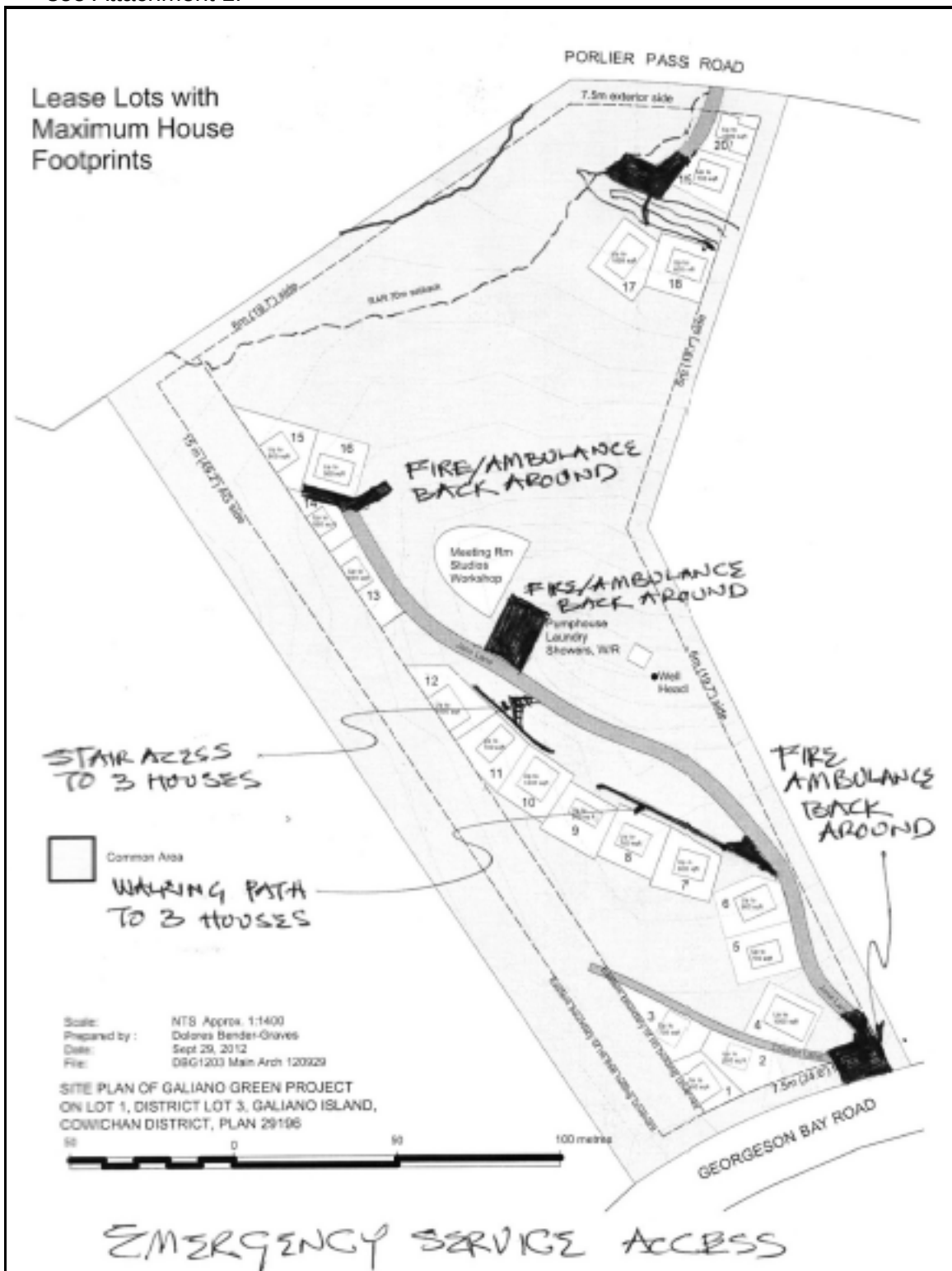


Figure 1 - Proposed Site Plan

The applicant has stated that the Galiano Fire Chief has walked the site with them and did not identify any immediate issues. This site plan has not been confirmed in writing by the Galiano Fire Department or the Ambulance Service that the access, turnarounds and road grade are acceptable. The applicants have stated that they will get the proper sign off by these agencies and provide an updated site plan.

The proposed lanes will not be public and will be maintained by GLCHT and/or leaseholders. Staff have had a brief discussion regarding a previous version of the site plan with CRD Building Department who has stated that fire protection and emergency access are very important. They also expressed a concern that nothing be built within the proposed no-build covenanted area given the close proximity of the building placement shown in the site plan. The applicant has yet to meet directly with CRD Building to discuss their project. Staff have recommended that the applicant meet with CRD Building to discuss the project in full prior to proceeding so as to obtain an accurate picture of costs, procedures, regulations, associated with the self-build approach and CRD building requirements

3. Draft Housing Agreement

The April 16th, 2012 LTC report entitled, "Rezoning Application for Galiano Land and Community Housing Trust – Housing Agreement Update" provided background on housing agreements and specifics on what the LTC wanted to consider in the Housing Agreement. Since that time, the draft Housing Agreement has gone through a few iterations and has been reviewed by Islands Trust staff, the applicant and had a legal review. The latest version was received from the Islands Trust lawyer on November 7, 2012. The applicant was sent a copy on November 15, 2012 along with a summary of the lawyer's comments and concerns given the most recent set of changes. See Attachment 2

Housing Agreements:

Staff reports dated November 3 and 14, 2011 and April 16, 2012 provided the LTC with information regarding housing agreements and the provisions for such agreements as legislated in Section 905 of the *Local Government Act* and outlined in the Community Housing section of the Galiano Island Official Community Plan (OCP). In addition, Section 904(3) of the *Local Government Act* permits a local government to designate zones for affordable or special needs housing.

Housing agreements are voluntary agreements that can be used to place restrictions on the occupancy of housing units identified in the agreement that are beyond the scope of 219 covenants and zoning powers. Such conditions can include:

- form and tenure of the units;
- their availability to classes of persons identified in the agreements;
- the administration of the units including the means by which they will be made available to their intended occupants; and
- rent, lease, share or sale prices of the units and the rates at which these may be increased over time.

The conditions in housing agreements are put in place to ensure the housing is used for its intended purpose in perpetuity. In this case, to ensure on-going affordability of the self-build units in perpetuity.

General Review:

Staff have reviewed the latest version of the draft Housing Agreement. Staff have also spoken with other government staff that are more experienced in dealing with Housing Agreements than Islands Trust staff in order to gain some further insight into how these agreements should work.

Some recent changes to the draft housing agreement are around such items as:

- Additional sewer requirements (costs) for those buildings with more than one bedroom (or the installation of a composting toilet as stated in the Lease agreement). This cost will not be included within the maximum payment calculation.
- Payment of taxes was removed out of this maximum payment calculation (Section 4) as well.
- A new line item regarding not owning real estate anywhere in the world during the lease term was added.
- Another change is that Schedule A has had the point system removed that was to be used in the evaluation of a "Qualified Person" and is now more dependent on GLCHT's absolute discretion.

General Comments:

1. GLCHT or organization administering the Housing Agreement could likely be exposed to legal expenses dealing with everything from infrastructure deficiencies, non-compliant construction, mortgage default, eviction and other violations.
2. The draft agreement is a type of hybrid not fitting into residential tenancy, co-op or ownership model and is therefore tough to administer. The agreement also moves through the various housing types with reference to the *Residential Tenancy Act*, 99 year leases, mortgages and shared services.
3. Currently, GLCHT would be responsible for the selection of tenants, annual reporting, and rectifying breach of the housing agreement by GLCHT or leaseholders (sub-letters) which includes land use requirements as stipulated by Islands Trust.
4. GLCHT or another organization administering the housing agreement could be exposed to legal expenses including everything from infrastructure deficiencies, non-complaint construction, mortgage default, eviction and other violations between GLCHT and Islands Trust.
5. Schedule A relies on GLCHT to make the "sole discretion" decisions, monitor compliance of themselves and leaseholders on any and all issues relating to zoning and the restrictions in the Housing Agreement.
6. Housing agreement is not specific enough and the lease as it is currently written has GLCHT with an on-going management of the site (i.e. provision of services such as electricity, garbage collection, and potential water/sewer). It is unclear if any of the lease

payments will be retained in a capital replacement account for strata corporations in British Columbia. Site servicing is one area where in both the short and the long term there could be unknown liabilities for the leaseholders, housing agreement administrators and Islands Trust.

7. Schedule A defines a “qualified person” as someone who meets the eligibility criteria for tenancy of the leasehold. This project has been put forward as an affordable housing project, the schedule does not define income or affordability except as it refers to the median income.
8. The remaining list has no weight attached to the criteria so it appears that financial need has equal importance to whether you have “an ability to live harmoniously in close proximity with neighbours”. Since as the agreement is written GLCHT will administer it, this process might seem to lack transparency and fairness to potential leaseholders and Islands Trust.
9. One of the most complex and potentially restricting criteria to administer would be that the qualified buyer “has building skills and tools”. This requirement along with providing GLCHT financial records showing current income, financial assets and debts and “proving the ability and/or financial means to construct a house and pay lease payments” is in the absolute discretion of GLCHT and may be an obstacle to potential leaseholders with a lower income.
10. Questions around the possible sub-let of the property as it is mentioned and the lease payment must be stated in the schedule. Would the sub-lessee pay the same amount as the lease holder, or an amount equal to a calculation based on sublet income, or any amount that the leaseholder wished to charge? Does the leaseholder pick who they want to sublet their house and land or does the sublet household have to meet the same criteria as a leaseholder and compete against other applicants waiting to live in affordable housing? Are there timeframes associated with the subletting of the houses that is permitted?
11. Generally these agreements would use the term qualified household versus qualified person as this agreement uses when it comes to income. Qualified household should be the term being utilized and it could be one, two or three or more qualified adult persons qualifying to the leasehold with all incomes and assets considered.

Given the number of comments that relate to the draft Housing Agreement, staff will need to meet with the applicant to gain a clearer understanding once the applicant has had an opportunity to review this report. It is still not clear to staff how the project would provide affordable housing for lower income households.

Housing agreements can range from simple to complex, but require a high level of review and certainty that their objectives are achievable and comprehensive. They are the main tool to ensure that a housing project remains affordable in perpetuity in accordance with the OCP policies that permit increased density for such projects.

The Housing Agreement will be considered as a separate bylaw and once it meets the satisfaction of the LTC, it would be required to be adopted and forwarded to a public hearing along with Bylaws No. 233 and No. 234.

4. Assessment of the availability of sustainable long-term ground water as per OCP Water Supply policy 2 e) and in addition to the professional assessment of groundwater add a professional assessment of rainwater catchment. The rainwater catchment requirement was added by resolution at the September 2012 meeting.

The OCP Water Supply policy 2 e) states:

“Any rezoning application involving an increase in density or intensity of use should be required to provide an assessment of the availability of sustainable, long-term groundwater. Any additional density or intensity of use that would negatively affect the quality or quantity of groundwater should not be permitted in critical groundwater areas.”

Generally, when a project proposes over 3 residences VIHA requires that a community water system be built. This application proposes 20 single family units; however, the applicant is seeking a variation from this requirement. The applicants wish to address the potable water requirement through a combination of rainwater catchment used to provide potable water for the residences and well water for showers and laundry. This type of proposal will require written support from agencies such as CRD and VIHA. According the CRD Building each house will have to provide engineering for the potable water systems prior to a building permit being issued.

On January 9, 2013, the applicants provide a report titled, “Preliminary Report on Proposed Water Supply for Galiano Green Affordable Housing Project”. See Attachment 3 for a copy. The report addresses the proposed water supply based on rainwater harvesting systems for each residence and a well to meet laundry needs and shower requirements during extended drought periods when necessary.

In summary, the report states prime potable water source would be individually designed and engineered rainwater harvesting and water treatment systems for each residence. The system identified in the report would provide the residential water requirements based on 2 persons per unit at 30 Imperial gallons/capita/day. It goes on to state that it should be entirely feasible to meet the potable water demands using rainwater harvesting systems with adequate storage using engineered systems. The existing well would provide water for laundry and showers during extreme drought periods when necessary. It should be pointed out that even though a community shower is provided all dwellings will be required to have a shower and or bathtub in order to receive a building permit. Residents will likely still want the convenience to use their own bathing facilities rather than make a trek through the woods to a community facility. This will be especially so when a family is involved. The report also points out that the existing well will require further testing to confirm its long-term yield and potability.

The report also makes some statements/assumptions about the future use of water on the site that were being considered in the analysis:

- That those that utilize rainwater generally use less water than typical usage which permits a calculation of usage based on 30 imperial gallons per capita per day rather than the accepted typical usage of 50.6 imperial gallons per capita per day.
- The rain water calculation does not include water used for irrigation for gardens or lawns.
- That everyone who lives there will practice water conservation with water saving appliances/systems (e.g. low flow, toilets, faucets, shower heads, etc.)
- That laundry will be done in the common building

- Indoor water use for bathing would be reduced with the provision of showers in the common building.
- Total well use (420 imperial gallons per day) is based on every resident using the common area shower and laundry once a day.
- That 100% of the potable water for residential use will be provided by rainwater catchment.

Currently, this report does not adequately address the OCP requirement. It is important that the applicant show how they can meet the requirement as stated in the bylaw for the availability of sustainable long-term groundwater. This should be based on the total requirement needed to support 20 units regardless of whether the well will be used as a community water source or not. However, the OCP (Section 1.6 b) iii)) does state that rainwater catchment be encouraged in the development of community housing. Therefore, in order to move forward on the water issue the applicants would need to show:

- that VIHA is willing to waive the community water requirements.
- that the CRD is ok with the proposal to use rainwater catchment for potable water.
- that a costing of the rainwater catchment systems still enable the housing to be affordable.
- a more rigorous report dealing with the rainwater catchment including all storage and associated works needed to support such systems for the residences.
- that given the tree cover on the site that rainwater catchment is still viable.

COMMUNITY INFORMATION MEETING(S):

The applicant has provided the items that the LTC had requested. The items are not in their final form and will require additional discussions between the LTC, staff and the applicant, other agencies and possibly some additional legal review. However, it is felt that the timing would be good to schedule a Community Information Meeting (CIM) so that the public will have an opportunity to discuss the project and ask questions of the applicants. The information received at a CIM along with information provided by staff will be beneficial to the LTC is deciding how best to proceed with the application.

Staff are recommending that a CIM be scheduled. However, staff are also concerned that the applicant has not met with the CRD Building Inspection to discuss their project in full and that information would likely be beneficial to obtain prior to a CIM. Should a CIM be considered, staff would recommend that it be advertised in the local paper and that the CIM held separate from a regularly scheduled LTC meeting. A Saturday meeting would allow the greatest amount of participation by the public.

STAFF COMMENTS:

Since the previous September 17, 2012 progress report, staff have been in communication with the applicant on a number of issues and have toured the site on a couple of occasions. The latest tour of the site was on December 4th as part of an all-day meeting with the applicant (GLCHT members), applicant's consultant, staff and a staff member from the CRD Housing Secretariat. Some additional site clearing has occurred marking all the proposed building sites

(residential buildings, common buildings). The applicants have dug holes for power poles (primary and secondary) and cleared the accesses. They have also delineated the no build covenant (30 m) area as required by the ALC by ribbon. This site plan is attached for reference as Attachment 1. On February 1, 2013, staff were presented with a new greener designed septic system for the project. This along with other past plans is attached for reference. (See Attachment 5)

The applicants have been actively promoting their proposal through a presentation at an affordability conference in Vancouver (late 2012), developing a website (<http://galianoaffordablehousing.org/land-lease/>) and a brochure (See Attachment 4). This ensures that their project is out being discussed in the community.

The project has merit on a number of levels. However, much still remains to be worked out as is evidenced in this report. It is trying to combine at least three separate and equally supportable themes: affordable housing, self-build housing and the use of green technology. The OCP does encourage these themes. The tricky part for this application is to make all these themes work together while providing affordable housing. Staff have yet to see how this will be achieved. It would be beneficial for the applicant to show exactly how the self-build affordable green housing would work. Perhaps the development of a pro forma illustrating all costs associated with each step of the self-build process. It should consider such things as the mortgage, the building permits, the engineering, the alternative rain water catchment costs, insurance, building materials, heating systems, building trades, and other such items. This would also be extremely valuable to those that want to consider building on this site to know what it will ultimately cost them and will it be affordable.

Given the information received to date and the questions that remain with this project staff are recommending:

1. That the applicant meets with the Capital Regional District (CRD) Building Department to obtain accurate input into the requirements for self-build affordable housing units and what various requirements (e.g. water, rainwater catchment, etc.) are needed to be met. Staff are recommending that this happen prior to any community information meeting being scheduled. Staff have mentioned this to the applicant on many occasions.
2. That additional information as discussed in this report be received prior to scheduling a CIM so as to provide the Trustees, staff and the public with some of the rationale for the affordable housing by illustrating the need, demand and the business plan and any other additional information to show that this project will indeed be and remain affordable to the community in perpetuity.
3. That a Community Information Meeting (CIM) be scheduled to allow the applicant to present to the public. This would provide staff, Trustees and the applicant with valuable community input to consider in moving forward.

The Galiano Local Trust Committee has the following options to consider:

- To request staff schedule a community information meeting following submission of additional information (e.g. needs and demand study and business plan) and that the applicant meet with the CRD Building Inspection.
- To request that staff schedule a community information meeting.

- To request additional information from the applicant prior to proceeding with any further consideration of the application by staff.

RECOMMENDATIONS:

THAT the Galiano Island Local Trust Committee direct staff to schedule a community information meeting pending additional information from the applicant and in addition that the applicant has met with CRD Building.

Prepared and Submitted by:



February 8, 2013

Date

Concurred in by:



February 8, 2013

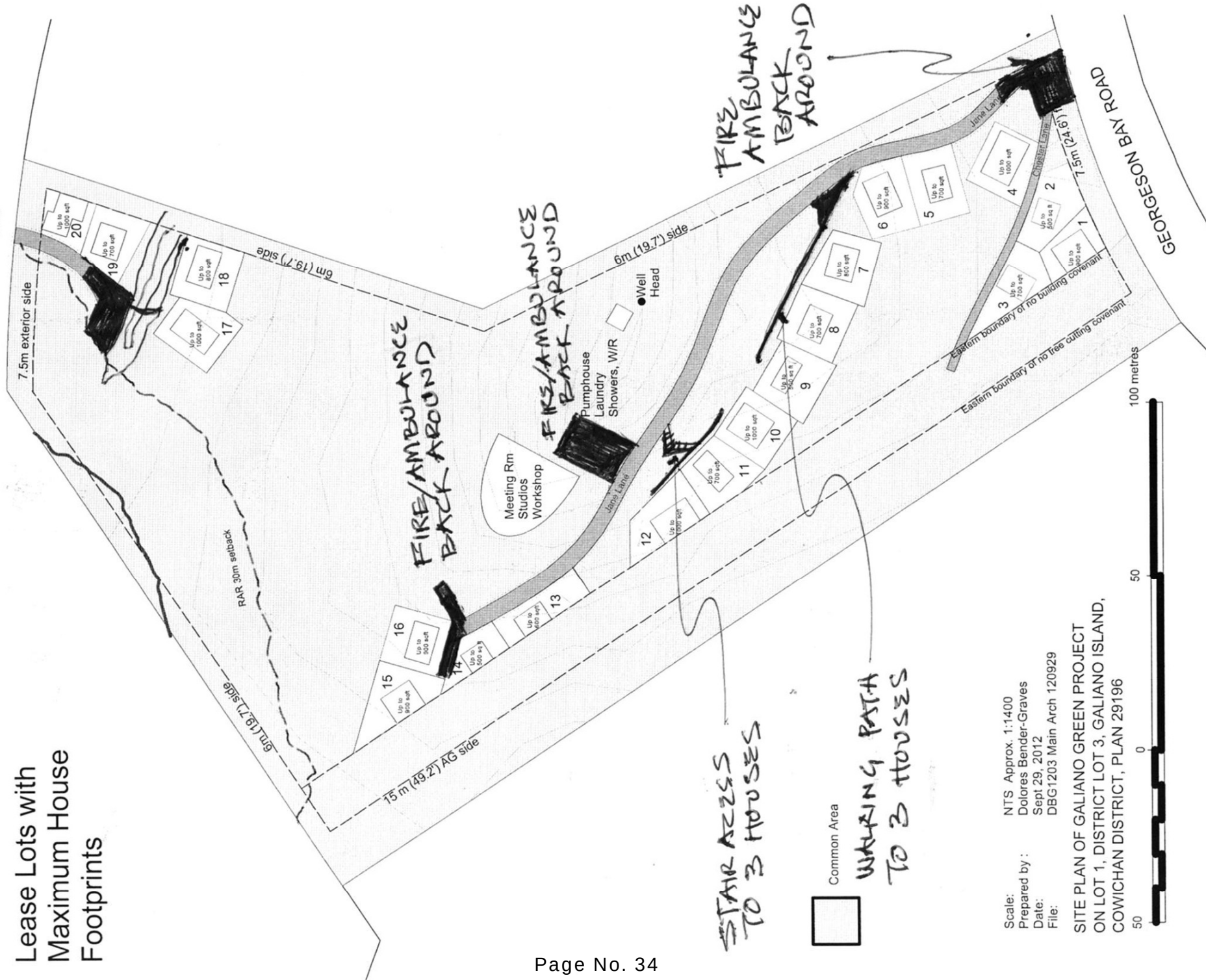
Date

Attachments:

1. Proposed Site Plan (January 31, 2013)
2. Draft Housing Agreement (Nov. 7, 2012).
3. Preliminary Report on Proposed Water Supply for Galiano Green Affordable Housing Project. (January 9, 2013)
4. Galiano Green Brochure
5. Various plans (proposed septic system, lease lots with maximum house footprint, etc.)

Lease Lots with
Maximum House
Footprints

PORLIER PASS ROAD



STAIR ACCESS
TO 3 HOUSES



Common Area

WALKING PATH
TO 3 HOUSES

Scale: NTS Approx. 1:1400
Prepared by: Dolores Bender-Graves
Date: Sept 29, 2012
File: DBG1203 Main Arch 120929
SITE PLAN OF GALIANO GREEN PROJECT
ON LOT 1, DISTRICT LOT 3, GALIANO ISLAND,
COWICHAN DISTRICT, PLAN 29196



EMERGENCY SERVICE ACCESS

HOUSING AGREEMENT

GALIANO GREEN AFFORDABLE HOME OWNERSHIP PROJECT

GALIANO ISLAND Local Trust Committee

BYLAW NO. _____

A Bylaw to Authorise a Housing Agreement

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

AND WHEREAS Section 905 of the Local Government Act and Section 29 of the Islands Trust Act permit the Local Trust Committee to enter into a housing agreement;

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

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

1. This Bylaw may be cited for all purposes as "Galliano Island Housing Agreement Bylaw No. _____"
2. Any two Trustees of the Galliano Island Local Trust Committee are authorised to execute an agreement in the form attached to this Bylaw with Galliano Land and Community Housing Trust.

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

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

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

APPROVED BY THE EXECUTIVE COMMITTEE OF THE ISLANDS TRUST

 this ____th day of _____, 20__

ADOPTED this ____th day of _____, 20__

SECRETARY

CHAIRPERSON

Housing Agreement

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

BETWEEN:

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

(the “GLCHT”)

AND

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

(the “Local Trust Committee”)

WHEREAS:

- A. The GLCHT is the registered owner of those Lands situated on Galiano Island, British Columbia and legally described as:

PARCEL IDENTIFIER: 001-416-987

LOT 1, DISTRICT LOT 3, GALIANO ISLAND, COWICHAN DISTRICT, PLAN 29196

(the “Lands”)

- B. The Owner is a society under the *Society Act* of British Columbia and has as its sole object the creation of cooperatively owned and managed affordable housing community on Galiano Island;
- C. The GLCHT applied to the Galiano Island Local Trust Committee for a rezoning of the Lands by means of Galiano Island Land Use Bylaw 233 which amends OCP Bylaw #108, 1995, and Bylaw 234 which amends LUB #127, 1999 to permit the development of 20 houses and two community buildings on the Lands;
- D. GLCHT intends to lease the Lands, by way of 20 leasehold agreements, at an affordable rate to Qualified Persons, so that Qualified Persons may construct homes on those leaseholds;

- E. The Local Trust Committee may, pursuant to Section 29 of the *Islands Trust Act* and Section 905 of the *Local Government Act*, enter into an agreement with an owner of land that includes terms and conditions regarding the occupancy, tenure and availability to specified classes of persons and dwelling units located on the Lands;
- F. The GLCHT and the Local Trust Committee wish to enter into this Agreement to provide affordable homes on leasehold lots on the Lands on the terms and conditions set out in this Agreement;
- G. The Local Trust Committee has, by bylaw, authorized the execution of this Agreement and the Owner has duly authorized the execution of this Agreement; and
- H. The GLCHT agrees that the requirements of this agreement are reasonable given the public interest in maintaining housing affordability and restricting the occupancy and disposition of each house.

THIS AGREEMENT is evidence that in consideration of \$2.00 paid by the Local Trust Committee to the GLCHT, the receipt and sufficiency of which are acknowledged by the GLCHT, and in consideration of the promises exchanged below, the Local Trust Committee and the GLCHT agree, as a housing agreement between the GLCHT and the Local Trust Committee under s. 905 of the *Local Government Act*, as follows:

- 1. In this Agreement:
 - (a) "Affordable Housing Units" means 20 single-family dwellings, each built on the basis of a Leasehold, in respect of which the tenure, rental, and occupancy are restricted in accordance with sections 3 through 9 of this Agreement;
 - (b) "Leasehold" means the lease agreement entered into between GLCHT and a Qualified Person on GLCHT's standard form, for a portion of the Lands and the right to place an Affordable Housing Unit thereon, a copy of which is included for reference as Schedule "B". It is the intention of the parties that there will not be more than 20 Leasehold agreements in effect for the Lands at any given time;
 - (c) "Qualified Person" means a person who meets the eligibility criteria for tenancy of a Leasehold that are set out in Schedule "A";
- 2. The GLCHT covenants and agrees with the Local Trust Committee that, in perpetuity:
 - (a) the Lands must not be used, and no building or structure may be constructed on the Lands, except for
 - (i) 20 Affordable Housing Units,
 - (ii) no more than 20 accessory buildings not exceeding 200 sq. ft. each and

- (iii) two community-use buildings not exceeding 3000 sq. ft. in total, for such purposes as laundry, shower facilities, pump house, meeting room, community kitchen, tool crib and workshop,

as defined in this Agreement and the Galiano Island Land Use Bylaw;

- (b) the Lands must not be used and no building or structure may be constructed on the Lands except in accordance with any development permit issued by the Local Trust Committee and any building permit issued by the Capital Regional District; and
 - (c) the GLCHT must at all times ensure that the Lands are used and occupied in compliance with all statutes, laws, regulations, and orders of any authority having jurisdiction.
3. The GLCHT agrees that it shall not lease any part of the Lands to any person, or allow any person to occupy any part of the Lands, except for:
- (a) a Qualified Person and that person's spouse, children, parents and grandparents; and
 - (b) the guest of such a Qualified Person.
4. The yearly payment amounts for a Leasehold in the Lands may not exceed that amount which is more than 30 percent of the household gross income applied to those household incomes at 60 percent of the median household income for Galiano Island using after-tax family income statistics compiled by Statistics Canada, or its successor in function. The GLCHT must not require any tenant of a Leasehold to pay any extra charges or fees for use of any common area, or for sanitary sewer (one bedroom service), storm sewer or water utilities. For clarity, this limitation does not apply to cablevision, telecommunications, laundry, or gas or electricity utility fees or charges or property taxes.
5. The GLCHT must include in every Leasehold agreement a clause referencing the requirements of this Housing Agreement, and attach a copy of this Agreement (with or without schedules).
6. The GLCHT must deliver to the Local Trust Committee a true copy of any Leasehold agreement in respect of any Affordable Housing Unit within 5 days of any request that it do so.
7. The GLCHT agrees that every Leasehold agreement must prohibit subletting and assignment to any person who is not a Qualified Person, and must entitle GLCHT to terminate the Leasehold in the event of any breach of that prohibition.

8. The GLCHT will obtain by the end of January of each year, a completed statutory declaration for each Leasehold, substantially in the form attached as Schedule "C", sworn by the Qualified Person.
9. The GLCHT, will deliver to the Local Trust Committee by the end of February of each year a completed statutory declaration, substantially in the form attached as Schedule "D", sworn by the GLCHT, in relation to each and every Leasehold. In addition, the Local Trust Committee may request the statutory declaration up to four times in any calendar year, and the GLCHT must complete and supply the completed statutory declaration within 14 calendar days of receiving a request from the Local Trust Committee. The GLCHT irrevocably authorizes the Local Trust Committee to make inquiries it considers necessary and reasonably in order to confirm compliance with this Agreement.
10. GLCHT covenants and agrees to furnish good and efficient management of the Leaseholds and will permit representatives of the Local Trust Committee to inspect the Lands at any reasonable time, subject to the notice provisions in the *Residential Tenancy Act*.
11. The GLCHT must not transfer the Lands, other than to another non-profit organization or society incorporated under the *Society Act*, having as its object the management of affordable housing on Galiano Island. The Local Trust Committee must approve any transfer prior to its finalization, and that until a new organization is found, no further leases can be granted on the Lands.
12. The GLCHT must maintain its standing as a society under the *Society Act*, and must not amend its Constitution, a copy of which is attached to this Agreement as Schedule "E", without the written approval of the Local Trust Committee, which approval may be withheld if the Local Trust Committee in its absolute discretion considers that the proposed amendment would affect the tenure of occupancy of the Lands.
13. The GLCHT agrees that any breach or default in the performance of this Agreement on its part must be corrected, to the satisfaction of the Local Trust Committee, within the time stated in any notice of default provided to the GLCHT by the Local Trust Committee.
14. The GLCHT agrees that the Local Trust Committee is entitled to obtain an order for specific performance of this Agreement and a prohibitory or mandatory injunction for any breach of this Agreement, in view of the public interest in restricting the use and occupancy of the houses.
15. The GLCHT further acknowledges that a breach of this Agreement may constitute a breach of the Local Trust Committee's land use bylaw, as amended from time to time.

GENERAL PROVISIONS

16. **Term.** This Agreement shall be effective in perpetuity.
17. **Subdivision.** The Lands shall not be subdivided by subdivision plan, strata plan, or otherwise unless done so for community benefit as determined mutually by the GLCHT and the Local Trust Committee. For clarity, community benefit may include, but not be limited to, creating certainty for the Leasehold agreements, and leasing community gardens and community nature trails.
18. **Housing Agreement.** The GLCHT acknowledges and agrees that this Agreement constitutes a housing agreement under s.905 of the *Local Government Act* and that the Local Trust Committee will register a notice of this housing agreement against title to the Lands.
19. **Assignment.** The GLCHT acknowledges that the Local Trust Committee may delegate or assign the administration and management of this Agreement to a third party, and in that event, any reference in this Agreement to the Local Trust Committee shall be interpreted as a reference to that party provided that the Local Trust Committee has so advised the GLCHT.
20. **Indemnity.** The GLCHT shall indemnify and save harmless the Local Trust Committee and each of its elected officials, officers, directors, employees and agents from and against all claims, demands, actions, loss, damage, costs and liabilities for which any of them may be liable by reason of any act or omission of the GLCHT or its officers, directors, employees, agents or contractors or any other person for whom the GLCHT is at law responsible, including breaches of this Agreement.
21. **Release.** The GLCHT releases and forever discharges the Local Trust Committee and each of its elected officials, officers, directors, employees and agents and each of their heirs, executors, administrators, personal representatives, successors and assigns from all claims, demands, damages, actions or causes of action arising out of the performance by the GLCHT of its obligations under this Agreement, or the enforcement of this Agreement.
22. **Survival.** The obligations of the GLCHT set out in sections 20 and 21 shall survive any termination of this Agreement.
23. **Local Trust Committee Powers Unaffected.** This Agreement does not limit the discretion, rights, duties or powers of the Local Trust Committee under any enactment or the common law, impose on the Local Trust Committee any duty or obligation, affect or limit any enactment relating to the use or subdivision of the Lands, or relieve the GLCHT from complying with any enactment.

24. **No Public Law Duty.** Where the Local Trust Committee is required or permitted by this Agreement to form an opinion, exercise a discretion, express satisfaction, make a determination or give its consent, the Local Trust Committee is under no public law duty of fairness or natural justice in that regard and the GLCHT agrees that the Local Trust Committee may do any of those things in the same manner as if it were a private party and not a public body.
25. **Notice.** Notice required or permitted to be served under this Agreement is sufficiently served if delivered in person or mailed to the postal address of the GLCHT or the Local Trust Committee, as the case may be, at the address set out above, and in the case of mailed notice shall be deemed to have been received on the third day following mailing.
26. **Enuring Effect.** This Agreement is binding upon, and enures to the benefit of parties and their respective successors and permitted assigns.
27. **Severability.** If any provision of this Agreement is found to be invalid or unenforceable it shall be severed from this Agreement and the remainder shall remain in full force and effect.
28. **Remedies and Waiver.** All remedies of the Local Trust Committee under this Agreement are cumulative, and may be exercised in any order or concurrently, any number of times. Waiver of or delay by the Local Trust Committee in exercising any remedy shall not prevent the later exercise of any remedy for the same or any similar breach.
29. **Sole Agreement.** This Agreement represents the entire agreement between the parties respecting the tenure, use and occupancy of the houses, and there are no representations, conditions or collateral agreements on the part of the Local Trust Committee other than those set out in this Agreement.
30. **Further Assurance.** The GLCHT must forthwith do all acts and execute such instruments as may be reasonably necessary in the opinion of the Local Trust Committee to give effect to this Agreement.
31. **Covenants Binding.** This Agreement is binding on the GLCHT and all persons who acquire an interest in the Lands.
32. **No Joint Venture.** Nothing in this Agreement will constitute the Local Trust Committee as the joint venturer, agent or partner of the GLCHT or give the GLCHT any authority to bind the Local Trust Committee in any way.
33. **Deed and Contract.** By executing and delivering this Agreement the GLCHT intends to create a contract executed and delivered under seal.

34. **Time of Essence.** Time shall be of the essence of this Agreement.

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

GALIANO LAND AND COMMUNITY HOUSING TRUST
by its authorized signatories:

Name:

Name:

GALIANO ISLAND LOCAL TRUST COMMITTEE
by its authorized signatories:

Name:

Name:

SCHEDULE A

Criteria for determining Qualified Persons

Adults meeting the following criteria are qualified to occupy Affordable Housing Units, together with their spouses, children, parents, and grandparents:

- not have assets in excess of \$100,000.00 anywhere in the world at the time of application;
- not own real estate anywhere in the world during the term of the Lease Agreement;
- provide to the GLCHT financial records showing current income, financial assets and debts, proving the ability and/or financial means to construct a house and pay lease payments, in the absolute discretion of the GLCHT;
- provide information in an application form and/or interview in respect of the following of which the GLCHT shall have the absolute discretion to weigh and consider each factor with consideration to creating and maintaining a diverse housing community:
 - financial need
 - quality of references for housing history
 - length of residency on Galiano Island
 - whether family member of a Galiano Island resident
 - ability to live harmoniously in close proximity with neighbours (interview)
 - whether applicant is part of family with young children
 - volunteer or contributes to community
 - employment on Galiano Island (can include working from home)
 - provides full time care for an elder
 - has building skills and tools
 - demonstrate house will be constructed with consideration to “green” building principles and will exceed current BC Building Code requirements

SCHEDULE B
Leasehold Agreement

SCHEDULE C

Leaseholder Statutory Declaration

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

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

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

confirm that the I have complied with all leaseholder's obligations under these Agreements.

9. I make this solemn declaration, conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and pursuant to the Canada Evidence Act.

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

A Commissioner for taking Affidavits in
British Columbia

Signature of person making declaration

SCHEDULE D

Owner Statutory Declaration

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

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

2. I am the [*director, officer, employee*] of the Galiano Land and Community Housing Trust, the owner of the land known as 409 Porlier Pass Road, Galiano Island, legally described as PID: 001-416-987, Lot 1 District Lot 3, Galiano Island, Cowichan District, Plan 29196 (the "Lands").

3. I make this declaration to the best of my personal knowledge.

4. This declaration is made pursuant to the Housing Agreement registered against the Lands.

5. For the period from _____ to _____ all Affordable Housing Units were occupied only by Qualified Persons (as defined in the Housing Agreement).

6. At no time during the last year have any of the Affordable Housing Units been used as a Short Term Vacation Rental.

7. The lease payments charged for each Affordable Housing Unit was in compliance with the Housing Agreement, and are listed in the attached.

8. In respect of sublets, each Affordable Housing Unit was in compliance with the Housing Agreement.

9. I acknowledge and agree to comply with all GLCHT's obligations under this Agreement, and other charges registered against the Lands and confirm that the GLCHT has complied with all GLCHT's obligations under these Agreements.

10. I make this solemn declaration, conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and pursuant to the Canada Evidence Act.

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

A Commissioner for taking Affidavits for
British Columbia

Signature of person making declaration

<u>Unit Number</u>	<u>Names of Occupants</u>	<u>Monthly payment amount</u>
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Schedule E

[Constitution of GLCHT]

SCHEDULE B

Leasehold Agreement

SCHEDULE "A"

THIS LEASE IS DATED FOR REFERENCE the ____ day of ____, 20__

BETWEEN:

GALIANO LAND AND COMMUNITY HOUSING TRUST (INC. S-0037495)
Suite 2A – 33 Manzanita
Galiano Island, British Columbia
V0N 1P0

(hereinafter "**GLCHT**")

AND:

(hereinafter the "**Leaseholder**")

NOW THIS LEASE WITNESSES that in consideration of the Landlease Monthly Payments, covenants and agreements to be paid, observed and performed by the Leaseholder, GLCHT leases to the Leaseholder and the Leaseholder leases from GLCHT the Lands upon the terms and conditions and subject to the provisos contained in this Lease.

ARTICLE 1 INTERPRETATION

1.01 In this indenture unless there is something in the context inconsistent therewith the following expression shall mean:

- (a) "an Event of Default" means any of those events mentioned in Article 13;
- (b) "Housing Agreement" means agreement between GLCHT and the Galiano Island Local Trust Committee dated for reference the ____ day of ____, 2012 and filed in the Victoria Land Title Office on the ____ day of ____, 2012 under registration number ____ and annexed hereto as Schedule "A";
- (c) "Landlease Monthly Payments" means the net basic payment provided for in the Lease as specified in Article 2 of this Lease;
- (c) "Mortgage by the Leaseholder" means any instrument evidencing a loan or loans to the Leaseholder made at any time during the term demised by this Lease which is secured in whole or in part by a specific charge against the whole or any portion

of the leasehold interest of the Leaseholder in the Premises and includes all renewals, modifications, consolidations, replacements and extensions of such instrument or loan and shall be deemed to include each and every debenture, security instrument, mortgage, deed of trust or other evidence of security given by way of transfer, assignment, Lease or charge upon such leasehold interest and which matures by its terms before, or is not renewable by the obligor to a date beyond, the date herein provided for the termination of the Lease;

- (d) "Premises" means Site # _____ located on the Property;
 - (e) "Property" means that certain parcel or tract of land situate, lying and being in the Cowichan District and more particularly described as Lot 1, District Lot 3, Galiano Island, Cowichan District, Plan 29196, PID: 001-416-987;
 - (f) "Qualified Person" means a person who meets the eligibility criteria for tenancy of the Premises and more particularly defined in the Housing Agreement; and
 - (g) "Taxes" means the aggregate amount of all real property taxes, assessments, rates and charges and other governmental charges that may be levied or assessed against the Premises during the term hereof and paid or required to be paid by the Leaseholder pursuant to the terms hereof and includes all amounts the Leaseholder is obligated to pay under clause 3.01.
- 1.02 Words importing the singular number only shall include the plural and vice-versa and words importing the masculine gender shall include the feminine gender and words importing persons shall include firms and corporations and vice-versa.
- 1.03 The headings of all the articles hereof are inserted for convenience of reference only and shall not affect the construction or interpretation of this Lease.

ARTICLE 2 TERM AND LANDLEASE MONTHLY PAYMENTS

- 2.01 GLCHT does hereby demise and Lease unto the Leaseholder and the Leaseholder does hereby take on Lease from GLCHT the Premises.
- 2.02 To have and to hold the Premises for and during a term of 99 years commencing the 1st day of _____, _____ to and including the ____ day of _____, _____, unless sooner terminated as hereinafter provided (such period called the "Term").
- 2.03 Yielding and paying therefor during the term Landlease Monthly Payments of \$_____, payable on the first day of the Term and thereafter on the 1st day of each and every month of the Term.
- 2.04 Landlease Monthly Payments. The Leaseholder will during the Term hereof pay unto GLCHT the Landlease Monthly Payments and additional payments hereby reserved at the address of GLCHT as provided in Article 22, or at such other place as GLCHT shall

designate in writing, without any deduction, abatement, or set off whatsoever.

ARTICLE 3
TAXES AND IMPOSITIONS

3.01 The Leaseholder will, during the term hereof, pay and discharge as additional payments when due:

- (a) all realty taxes, assessments (including assessments for benefits from public works and utilities, whether owned by GLCHT or otherwise, or improvements to the extent such assessments are due and payable during the term hereof), levies, rates, duties and license, permit or inspection fees and any tax that may be levied in lieu of a realty tax, and all other municipal, school and governmental charges, general and special, ordinary and extraordinary including local improvement charges, which are or have been at any time assessed or levied against the Premises, or which arise in respect of the occupancy, use, operations, possession or ownership of the Premises; and
- (b) all charges, if any, for water, sewer (exceeding one bedroom service), gas, light, heat, telephone, cablevision, electricity, power, garbage disposal from the site designated by GLCHT and any other utility and/or communication services rendered or used on or about the Premises and which are supplied to the Leaseholder by GLCHT;
- (c) With respect to sewer, the Leaseholder has the option of paying for service exceeding one bedroom capacity or installing at the Leaseholder's cost a composting toilet;
- (d) any tax, assessment, rate or charge that may be levied or charged on the Landlease Monthly Payments payable hereunder by any governmental authority including but not limited to Goods and Services Tax or Harmonized Sales Tax, as the case may be, and any increase or increases in such tax, assessment, rate or charge.

3.02 The Leaseholder may at its expense contest by appropriate legal proceedings conducted in good faith and with due diligence the amount, validity, or application, in whole or in part, of any tax or other charge payable by it pursuant to the provisions of Article 3.01 hereof, provided that:

- (a) in the case of an unpaid tax or other charge, such proceedings will suspend the collection thereof;
- (b) neither the Premises nor any part thereof or interest therein will be in danger of forfeiture or sale;
- (c) the Leaseholder shall have furnished such security as may be required in the proceedings or reasonably requested by GLCHT; and

- (d) GLCHT will not be in danger of any civil or criminal liability for failure to pay such tax or other charge.

The Leaseholder will pay, and save GLCHT harmless against all losses, judgements, decrees and costs, including all reasonable legal fees and costs on a solicitor and client basis of GLCHT's Solicitors incurred in connection with any such contest and will promptly after the termination of such contest pay and discharge as additional payments the amounts which shall be levied, assessed, imposed or determined to be payable together with all penalties, interest, costs and expenses incurred in connection with such contest.

- 3.03 Upon the termination of this Lease for any cause whatsoever, the Leaseholder shall pay to GLCHT the pro rata amount of any tax or other charge which the Leaseholder is required to pay pursuant to this Article 3. If no figures for such taxes or charges are available at the time of such termination the Leaseholder shall make an immediate payment calculated on the basis of the last year for which such figures are available, with an adjustment at the time figures become available for the period in question.
- 3.04 The Leaseholder hereby grants access to such parts of the Premises as GLCHT considers necessary for the purpose of reading all utility meters and for terminating the supply thereof in the event of non-payment of charges payable to GLCHT for such utilities. GLCHT may, at its option, require the Leaseholder to enter into a plan of authorized prepayment (including electronic debiting) with respect to the same.

ARTICLE 4 COMPLIANCE WITH LAW

- 4.01 During the Term hereof the Leaseholder shall, at its own cost and expense, promptly observe and comply with all present and future laws, ordinances, requirements, orders, directions, rules and regulations of the federal, provincial and municipal governments and of all other authorities having or claiming jurisdiction over the Premises or appurtenances or any part thereof, and of all their respective departments, bureaux and officials, and of the Canadian Fire Underwriters' Association applicable to British Columbia or any other body exercising similar functions, and of all insurance companies writing policies covering the Premises or any part thereof.

In addition, but without limiting the generality of the foregoing, the Leaseholder covenants that it and its employees, agents, contractors, invitees and licensees will comply with:

- (a) the municipal By-Laws and Regulations applicable to the Property;
- (b) GLCHT By-Laws and Regulations application to the Property from time to time;
- (c) the provisions of any Statutory Building Scheme, Restrictive Covenant, Statutory Right of Way or Easement registered in the Land Title Office as against the Property;

- (d) GLCHT's Architectural and Planning Guidelines or the Design Guidelines and Development Regulations in effect at the time the Leaseholder's final plan review is completed by GLCHT; and
 - (e) the Housing Agreement.
- 4.02 The Leaseholder, after notice to GLCHT, may by appropriate proceedings conducted promptly at the Leaseholder's own expense, in the Leaseholder's name, contest in good faith the validity or enforcement of any such law, ordinance, requirement, direction, rule, regulation or order and may defer compliance therewith during the pendency of such contest so long as:
- (a) such deferment shall not constitute an offence on the part of GLCHT;
 - (b) neither the Premises nor any part thereof or interest therein will be in danger of forfeiture or sale;
 - (c) the Leaseholder shall diligently prosecute such contest to a final determination by a court, department or governmental authority or body having jurisdiction;
 - (d) the Leaseholder shall furnish GLCHT with such security by bond or otherwise, as GLCHT may reasonably request in connection with such contest, and
 - (e) the Leaseholder pays all reasonable costs and expenses of GLCHT including reasonable legal fees and costs on a solicitor and client basis of GLCHT's Solicitor.
- 4.03 The Leaseholder shall, during the Term of this Lease, maintain and keep in force such Workers' Compensation insurance as may be necessary to fully protect GLCHT and the Leaseholder from any liability under the Workers' Compensation laws of British Columbia.
- 4.04 The Leaseholder agrees, during the term of this Lease, to maintain a membership in good standing in Galiano Land and Community Housing Trust, a society incorporated or to be incorporated under the Society Act of British Columbia, R.S.B.C. 1996 C. 433, which will provide certain functions and services to tenants, intended to promote affordable housing options on Galiano Island and the Leaseholders confirm that as of the date of the Lease he/she was a Qualified Person..
- 4.05 The Leaseholder agrees to pay as additional payments, all costs, assessments and dues allocated to the Leaseholder by GLCHT from time to time.

ARTICLE 5 INSPECTION

- 5.01 Upon reasonable notice to the Leaseholder, it shall be lawful for GLCHT, its employees

or agents during normal business hours during the Term hereof, to enter the Property for the purpose of inspection.

- 5.02 Notwithstanding the foregoing or anything to the contrary contained in this Lease, it shall be lawful for GLCHT and the owner of the Property, or their respective employees, agents and contractors, in their sole discretion, to enter upon the Property at any time and without limitation for the purposes of falling of any tree which may now or hereafter exist on the said Property, which is deemed by GLCHT to be a hazard, without interference from or interruption by the Leaseholder, its employees, agents, or representatives, or any tenants. GLCHT, in exercising its rights hereunder, shall also be entitled to carry out any related activities which it considers necessary or which it is required by any government authority to carry out.

ARTICLE 6 **BUILDERS LIENS**

- 6.01 The Leaseholder, subject to the following, shall not suffer or permit any liens under any builder's lien law or any similar law to be filed or recorded against the Premises or against the interest of either GLCHT or the Leaseholder therein. If any such lien shall at any time be filed or recorded, the Leaseholder shall immediately obtain a release in registerable form of such lien. Provided however that if the Leaseholder wishes to contest in good faith the amount or validity of any such lien and if he has so notified GLCHT and deposited with GLCHT evidence of security sufficient to ensure payment of any such lien, then the Leaseholder may defer payment of such lien claim for a period of time sufficient to enable the Leaseholder to contest the claim with due diligence, provided always that neither the Premises nor the interest of GLCHT or Leaseholder therein shall thereby become liable to the forfeiture, foreclosure or sale. GLCHT may, but shall not be obliged to, discharge any lien filed or registered at any time if in GLCHT's judgment the Premises or the interest of GLCHT or Leaseholder therein has become liable to any forfeiture, foreclosure or sale or is otherwise in jeopardy, and any amount paid by GLCHT in so doing, together with all reasonable costs and expenses of GLCHT, shall be repaid to GLCHT as additional payments on demand, including all reasonable legal fees and costs on a Solicitor and Client basis of GLCHT's Solicitors.

ARTICLE 7 **IMPROVEMENTS AND ALTERATIONS**

- 7.01 The Leaseholder shall cause all work done in connection with any improvement or alteration or addition thereto to be done promptly and in a good and workmanlike manner and will observe all applicable building and zoning ordinances and GLCHT By-Laws, GLCHT Design Guidelines and Development Regulations, Statutory Building Schemes, Restrictive Covenants, Land Use Contracts, Housing Agreements and all applicable laws, orders, rules, regulations and requirements of all federal, provincial and municipal governments and agencies together with the reasonable requirements of GLCHT. In addition the Leaseholder will at the Leaseholder's sole cost and expense keep GLCHT indemnified by insurance in amounts and with companies satisfactory to GLCHT against all claims arising out of such construction.

- 7.02 The Leaseholder agrees that GLCHT has entered into this Lease on the condition that construction on the Property will be limited to one private single-family residence.

ARTICLE 8
GARBAGE DISPOSAL

- 8.01 The Leaseholder at his own cost and expense will collect and dispose of all garbage from the Premises to a site designated by GLCHT.

ARTICLE 9
INSURANCE

- 9.01 The Leaseholder covenants and agrees to take out and maintain during the term of this Lease and any renewal thereof, general liability insurance, insuring both GLCHT and the Leaseholder against liability claims arising out of the Leaseholder's interest in the Premises, or the operation contemplated hereunder, for an amount not less than that which a prudent owner of similar premises would take out and maintain.
- 9.02 The insurance required hereunder will be in a form and with insurers acceptable to GLCHT and will name GLCHT as an insured party. The Leaseholder will obtain from the insurers undertakings to notify GLCHT in writing at least thirty (30) days prior to any material change or cancellation of the insurance required hereunder.
- 9.03 If the Leaseholder's interest in any building or erection on the Property is mortgaged, then such mortgagee shall be added as a named insured as its interest appears.
- 9.04 The Leaseholder shall procure renewals of all insurance policies required to be carried hereunder from time to time at least fifteen (15) days before the expiration thereof and shall from time to time provide GLCHT with evidence satisfactory to GLCHT that the premiums on all such policies have been paid and that such policies are in full force and effect at all times during the Term hereby demised.
- 9.05 The Leaseholder shall not violate or permit to be violated any of the conditions or provisions of any policy of insurance required to be placed or maintained by the Leaseholder hereunder and the Leaseholder shall so perform and satisfy the requirements of the companies writing such policies that at all times companies of good standing, reasonably satisfactory to GLCHT shall be willing to write and/or continue such insurance.
- 9.06 If at any time the Leaseholder shall fail to take out, pay for, or maintain any of the insurance policies provided for in this Lease or otherwise be in breach of its obligations under this Article 9, then GLCHT may, but shall not be obligated to do so, and without notice to or demand upon the Leaseholder and without waiving or releasing the Leaseholder from any obligations of the Leaseholder in this Lease contained, effect any such insurance coverage and pay all premiums thereon, in such manner and to such extent as GLCHT may deem desirable, and in exercising such rights, may pay necessary

and incidental costs and expenses, employ counsel and incur and pay reasonable solicitor and counsel fees. The Leaseholder agrees that all sums so disbursed by GLCHT shall be payable by the Leaseholder to GLCHT on demand and may at the election of GLCHT, be deemed additional payments and be payable hereunder as additional payments.

ARTICLE 10
INDEMNITY

- 10.01 The Leaseholder shall indemnify and save harmless GLCHT, its directors, officers, agents, and employees from and against all claims, debts, demands, suits, actions, and causes of action whatsoever and all loss, costs, damages, expenses, and liabilities which may be suffered or incurred by GLCHT, its directors, officers, agents, or employees arising out of the use of the Premises or the operations of the Leaseholder or its agents, employees, contractors, invitees, permittees, or further tenants, and such indemnity shall extend to all costs, reasonable legal fees, expenses and liabilities which GLCHT may incur with respect to any such claim.
- 10.02 The Leaseholder, for itself and its successors, hereby releases and absolutely discharges GLCHT, its directors, officers, employees, and agents from any and all responsibility and liability of GLCHT, its directors, officers, employees, and agents, or any one or more of them, whether arising in tort, in contract, or otherwise, except where such responsibility or liability is solely a result of the negligence of GLCHT, in respect of any and all loss, damage, personal injury or death suffered by or happening to the Leaseholder, its employees, agents, contractors, sub-contractors, or licensees, or any one or more of them, arising out of or attributable to GLCHT's interest hereunder or its activities or operations hereunder.

ARTICLE 11
SUB-LEASES

- 11.01 Subleases will not be permitted unless written approval is provided by GLCHT, such approval may be unreasonable withheld or contain conditions GLCHT deems appropriate in GLCHT's absolute discretion.

ARTICLE 12
MORTGAGE CONTINGENCY AND SUBORDINATION

- 12.01 The Leaseholder shall have the right at any time and from time to time to mortgage the leasehold estate created hereby or any interest therein and to extend, modify, renew, or replace any such mortgage.
- 12.02 If at the time of the occurrence of an Event of Default the Premises are subject to a mortgage by the Leaseholder and if the Mortgagee of the Leaseholder under such mortgage has theretofore given written notice of such mortgage to GLCHT together with an address for service, then before terminating this Lease, GLCHT shall give notice in writing (hereinafter referred to as a "Default Notice") to each such Mortgagee of the Leaseholder of the existence of an Event of Default and specifying the nature

thereof. At any time that GLCHT shall serve any Notice of Default the Mortgagee of the Leaseholder shall have the right for a period of sixty (60) days after the Notice of Default is deemed to have been received to remedy such default or cause the same to be remedied to the satisfaction of GLCHT, and GLCHT shall accept such performance by or at the instigation of such Mortgagee of the Leaseholder as if the same had been performed by the Leaseholder.

12.03 If this Lease is terminated or cancelled by reason of an Event of Default, as specified in Article 13 or otherwise, GLCHT shall have the option of either:

- (a) assuming all of the Leaseholder's obligations to the Mortgagee of the Leaseholder, including the Leaseholder's covenant to pay all amounts due under such mortgage of the Leaseholder, and enter into possession of the Premises; or
- (b) within ten (10) days of such termination or cancellation giving notice thereof in writing by registered mail to any Mortgagee of the Leaseholder who shall have notified GLCHT of its name and address.

12.04 If GLCHT elects to exercise its option under Article 12.03 (b) hereof, then the Mortgagee of the Leaseholder shall have the right, exercisable by notice in writing mailed by registered mail to GLCHT within thirty (30) days after the mailing of the notice by GLCHT pursuant to Article 12.03 (b) hereof, to take over the Premises and in such case GLCHT will enter into a new Lease of the Premises with such Mortgagee of the Leaseholder, or its nominee, for the remainder of the Term hereof, effective as of the time of such termination, at the Landlease Monthly Payments and upon all of the terms, provisions, covenants and agreements contained in this Lease, and subject to the rights, if any, of the parties then in possession of the whole or any part of the Premises, PROVIDED HOWEVER, it is and shall be a condition of the granting of such new Lease to the Mortgagee of the Leaseholder that:

- (a) the Mortgagee's notice to GLCHT under this Article 12.04 shall be accompanied by payment to GLCHT of all sums then due to GLCHT under this Lease together with the reasonable expenses, legal fees and costs on a solicitor and client basis of GLCHT's solicitors in connection with any and all of the foregoing and in connection with such new Lease; and
- (b) such Mortgagee of the Leaseholder shall pay to GLCHT at the time of the execution and delivery of the said new Lease any and all sums which would at the time of the execution and delivery of such new Lease be due under this Lease but for such termination; and
- (c) such Mortgagee of the Leaseholder, or its nominee must satisfy the criteria of the Premises and be a qualified Person at the time of the execution and delivery of the said new Lease; and
- (d) if this Lease shall have been terminated by reason of any default capable

of being cured or remedied by the Mortgagee of the Leaseholder, the said Mortgagee of the Leaseholder shall immediately upon taking possession of the Premises, commence and diligently prosecute the curing and remedying of such default and pay to GLCHT all expenses including all reasonable legal fees and costs on a solicitor and client basis of GLCHT's Solicitors incurred by GLCHT by reason of such default and in connection with the preparation and execution of such new Lease.

If GLCHT has re-entered the Premises prior to the date on which the new Lease is executed and delivered and has collected landlease monthly payments from any sublessee in occupancy, there shall be deducted from any sums due to GLCHT upon the execution and delivery of the new Lease, an amount equal to the net income, if any, actually collected by GLCHT from the date of execution of the new Lease, but if such collection does not equal or exceed the expenses of operating the premises during the period of GLCHT's occupancy, the Mortgagee of the Leaseholder shall pay GLCHT the amount of any such deficiency.

The failure of the Mortgagee of the Leaseholder to deliver to GLCHT the notice pursuant to Article 12.04 within the time herein limited, or the failure of the Mortgagee of the Leaseholder to execute and deliver to GLCHT such new Lease within sixty (60) days after the same is tendered by GLCHT, or to comply with any of the other terms and conditions hereinabove specified, shall conclusively be deemed an abandonment and waiver on the part of the Mortgagee of the Leaseholder of all rights to obtain such new Lease and of any and all rights against GLCHT.

It is expressly understood and agreed that the Mortgagee of the Leaseholder shall be required, as a condition to obtaining a new Lease under the provisions of Article 12.04 hereof, to cure or remedy the default or defaults of the Leaseholder provided the same are capable of being cured or remedied by the Mortgagee of the Leaseholder.

- 12.05 There shall be no agreement between GLCHT and the Leaseholder for the cancellation, surrender, acceptance of surrender or modification of this Lease without the prior written notification of any Mortgagee of the Leaseholder affected thereby, PROVIDED that such Mortgagee has notified GLCHT of his interest as Mortgagee.
- 12.06 Upon request of the Leaseholder GLCHT shall execute, acknowledge and deliver to each Mortgagee of the Leaseholder, an agreement prepared at the sole cost and expense of the Leaseholder, in form satisfactory to such Mortgagee of the Leaseholder entered into between GLCHT, the Leaseholder and such Mortgagee of the Leaseholder confirming to such Mortgagee of the Leaseholder the agreements and provisions contained in this Article 12.
- 12.07 GLCHT will not encumber or charge its interest in the Premises in any manner except by this Lease unless the instrument containing the encumbrance or charge contains a provision whereby such encumbrance or charge is made subject and subordinate to this Lease.

ARTICLE 13
DEFAULT

13.01 If and whenever:

- (a) the Leaseholder shall default in the payment of Landlease Monthly Payments or of any other sum required to be paid to GLCHT by any provision of this Lease, and such default shall continue for sixty (60) days after notice thereof given by GLCHT to the Leaseholder; or
- (b) the Leaseholder shall default in the performance or observance of any of the other agreements, terms, covenants or conditions hereof on the Leaseholder's part to be performed or observed and such default shall continue for a period of sixty (60) days after notice thereof by GLCHT to the Leaseholder or, if such default cannot reasonably be cured within such sixty (60) day period, the Leaseholder shall not in good faith have commenced to cure the same within such sixty (60) day period, or shall not diligently proceed therewith to completion; or
- (c) the Leaseholder declares itself to be insolvent or admits in writing its inability to pay its debts generally as they become due or makes and assignment for the benefit of its creditors, is declared bankrupt, makes a proposal or otherwise takes advantage of provisions for relief under the Bankruptcy and Insolvency Act, the Companies' Creditor's Arrangement Act or similar legislation in any jurisdiction; or
- (d) if the Leaseholder grants a mortgage of the Premises to a Mortgagee of the Leaseholder and the Leaseholder is in default of the terms of the mortgage; or
- (e) a receiver, receiver and manager or receiver manager of all or part of the Leaseholder's assets is appointed; or
- (f) an order is made or an effective resolution is passed for the winding up of the Leaseholder;

then and in any such event an Event of Default shall be deemed to have occurred hereunder, and GLCHT may re-enter upon the premises or any part thereof in the name of the whole, whereupon this Lease and the Term hereof as well as all right, title and interest of Leaseholder hereunder shall terminate forthwith.

13.02 The remedies of GLCHT specified in this Lease are cumulative and are in addition to any remedies of GLCHT at law or in equity. No remedy shall be deemed to be exclusive, and GLCHT may from time to time have recourse to one or more or all of the available remedies specified herein or at law or in equity. In addition to any other remedies provided in this Lease GLCHT shall be entitled to restrain by injunction any violation or attempted or threatened violation by the Leaseholder of the Leaseholder's covenants herein contained.

ARTICLE 14
WAIVER

- 14.01 The failure of GLCHT to insist in any one or more cases upon the strict performance of any of the terms, covenants or conditions of this Lease or to exercise any option herein contained shall not be construed as a waiver or a relinquishment of such term, covenant, condition or option. A receipt by GLCHT of Landlease Monthly Payments with knowledge of breach of any of the other terms, covenants or conditions hereof shall not be a waiver of such breach, and no waiver by GLCHT of any provision of this Lease shall be deemed to have been made unless in writing and signed by GLCHT.

ARTICLE 15
GLCHT'S PERFORMANCE OF LEASEHOLDER'S COVENANTS

- 15.01 In the event of default by the Leaseholder in performance of any of its obligation hereunder other than the payment of Landlease Monthly Payments, GLCHT may perform the same and the amount of any expenditures made by GLCHT in connection therewith including reasonable solicitor and counsel fees shall be deemed to be Landlease Monthly Payments payable hereunder, and shall be reimbursed to GLCHT by the Leaseholder on demand, and if not paid on demand shall bear interest at a rate per annum which is 2% (Two per cent) in excess of the Prime Lending Rate, from time to time charged by the Royal Bank of Canada, on Galiano Island, in the Province of British Columbia. GLCHT shall however be under no obligation to remedy any default of the Leaseholder, and shall not incur any liability to the Leaseholder for any act or omission in the course of its curing or attempting to cure any such default.

ARTICLE 16
NET-LEASE

- 16.01 It is the intention of the parties hereto that this Lease shall be a net Lease, and that the Landlease Monthly Payments provided to be paid to GLCHT hereunder shall be net to GLCHT, and shall yield to GLCHT the entire such Landlease Monthly Payments during the full term of this Lease, and that all costs, expenses and obligations of every kind and nature whatsoever relating to the Premises whether or not herein referred to and whether or not of a kind now existing or within the contemplation of the parties hereto, shall be paid by the Leaseholder.

ARTICLE 17
ESTOPPEL CERTIFICATES

- 17.01 GLCHT and the Leaseholder agree that at any time and from time to time upon not less than ten (10) days prior request by the other party, each will execute, acknowledge and deliver to the other a statement in writing certifying:
- (a) that this Lease is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified and identifying the modification),

- (b) the dates to which the Landlease Monthly Payments and other charges have been paid, and
- (c) that, so far as the maker of the certificate knows, the party who request the certificate is not in default under any provisions of this Lease (or, in default, the particulars thereof).

It is intended that any such statement may be relied upon by any third party proposing to acquire the interest of the party who request the certificate or any prospective mortgagee of, or assignee of any mortgage of such interest.

ARTICLE 18 **ARBITRATION**

- 18.01 If a dispute arises between GLCHT and Leaseholder as to any of the matters set forth in this Lease the same shall be submitted to a single arbitrator agreed upon by the parties or if they fail to agree then to three arbitrators, one appointed by each of the parties respectively and a third by the arbitrators so appointed. The decision of the majority of the arbitrators shall be final and binding upon the parties and the provisions of the Commercial Arbitration Act of the Province of British Columbia or successor legislation shall apply.

ARTICLE 19 **OWNERSHIP OF IMPROVEMENTS**

- 19.01 GLCHT and the Leaseholder agree that all fixed improvements which the Leaseholder may construct upon the Property, from time to time shall be deemed, as between GLCHT and the Leaseholder during the Term, to be the separate property of the Leaseholder, subject to and governed by all the provisions of this Lease applicable thereto notwithstanding such right or ownership of the Leaseholder; PROVIDED ALWAYS that all dealings by the Leaseholder with such fixed improvements which in any way affect title thereto shall be made expressly subject to this right of GLCHT and the Leaseholder shall not assign, encumber or otherwise deal with such fixed improvements separately from any permitted dealings with the leasehold interest in the Property under this Lease, to the intent that no person shall hold or enjoy any interest in this Lease acquired from the Leaseholder who does not at the same time hold a like interest in the fixed improvements, but this proviso shall not apply to Leases or agreements for Leases for space in the improvements and shall not prevent the Leaseholder from accepting a further Lease of a portion of the improvements alone from an assignee to whom the Leaseholder has assigned this Lease.
- 19.02 Upon the expiration of the Term hereby demised the Leaseholder may remove the improvements located on the Premises or demolish the improvements located on the Premises and level and clear the Premises and remove all improvements and debris; PROVIDED HOWEVER that, at GLCHT's request the Leaseholder shall either in the event the Leaseholder chooses not to remove the improvements from the Premises (a)

demolish the improvements and level and clear the Premises and remove all improvements and debris therefrom, or (b) leave the improvements on the Premises.

- 19.03 If an Event of Default occurs and GLCHT terminates this Lease and all of the Leaseholder's rights hereunder and repossesses the Premises as in GLCHT's former estate as provided in Article 13.01 hereof, then the Leaseholder agrees that all of the Leaseholder's rights and interest in the Premises shall be absolutely forfeited to and become vested in GLCHT without any liability on the part of GLCHT to indemnify or compensate the Leaseholder or any other person therefor.

ARTICLE 20 COVENANTS OF GLCHT

- 20.01 GLCHT hereby covenants and agrees with the Leaseholder:

- (a) that GLCHT is well seized of and has good leasehold title to the Premises, free from any lien, charge or encumbrance save as set forth in Schedule "B" hereto and has full right and lawful authority to lease the Property and does warrant and will defend that leasehold title thereto, and will indemnify the Leaseholder against any damage and expense that the Leaseholder may suffer by reason of any lien, charge or encumbrance against the Property placed thereon by GLCHT (save and except those set forth in Schedule "B" hereto or by reason of any presently existing defect in the title to the Property or by reason of the description of the Property as set out in said Schedule "B"); and
- (b) subject to this Lease, the Leaseholder, paying the Landlease Monthly Payments and all other charges in this Lease provided for and keeping, observing and performing the covenants, agreements, conditions and provisos of this Lease on its part to be kept, observed and performed, shall peaceably hold and quietly enjoy the Property during the Term of this Lease without any interruption, hindrance or molestation of any kind whatsoever by GLCHT or by any person rightfully claiming under or in trust for GLCHT save and except those claiming under the liens, charges, encumbrances, reservations or restrictions set forth in the said Schedule "B".

ARTICLE 21 LEASEHOLDER'S HOLDING OVER

- 21.01 If at the expiration of this Lease the Leaseholder shall hold over for any reason, its tenancy thereafter shall be from day to day only, and shall be subject to all terms and conditions of this Lease, except duration, in the absence of written agreement to the contrary.

ARTICLE 22 NOTICES

- 22.01 Any notice to be given pursuant to this Lease shall be in writing, and shall be sufficiently

given if mailed by prepaid registered post from any Post Office in British Columbia, or delivered to such other address or addresses as GLCHT or Leaseholder may indicate in writing to the other from time to time. The date of receipt of any such notice shall be deemed conclusively to be the date of delivery if such notice is delivered, or if mailed, the third regular business day after the date of such mailing.

ARTICLE 23
REPORTING

- 23.01 The Leaseholder will deliver to GLCHT by the 20th day of February of each and every year of the Term of this Lease, a completed statutory declaration in the form attached to the Housing Agreement (the "Statutory Declaration"). In addition, GLCHT may request additional Statutory Declarations up to a maximum of four times in any calendar year and the Leaseholder must complete and supply the Statutory Declaration within 12 days of receipt of a request from GLCHT.

ARTICLE 24
MISCELLANEOUS PROVISIONS

- 24.01 Each and every covenant and agreement contained in this Lease is, and shall be construed to be, a separate and independent covenant and agreement, and the breach of any such covenant or agreement by the Leaseholder shall not discharge or relieve the Leaseholder from its obligations to perform the same. If any term or provision of this Lease or the application thereof to any person or circumstances shall to any extent be invalid and unenforceable, the remainder of this Lease or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and shall be enforced to the extent permitted by law.
- 24.02 This Lease is not intended nor shall it be construed to create the relationship of either a partnership or a joint venture between GLCHT and the Leaseholder.
- 24.03 If GLCHT pays any sum on behalf of the Leaseholder under this Lease, the amount so paid, including penalties, charges and interest in connection therewith, shall forthwith be payable by the Leaseholder to GLCHT on demand, and, at the election of GLCHT, GLCHT shall be entitled to exercise the same rights and remedies as if such sum and interest were Landlease Monthly Payments in arrears hereunder.
- 24.04 All of the covenants, agreements, conditions and undertakings of this Lease shall extend and enure to and be binding upon GLCHT and the Leaseholder and their respective successors and assigns, the same as if they were in every case named and expressed, and the same shall be construed as covenants running with the land; and wherever in this Lease reference is made to any of the parties hereto, it shall be held to include and apply to, wherever applicable, GLCHT and the Leaseholder and their respective successors and assigns.
- 24.05 If any term of provision of this Lease, or the application thereof, to any persons, or

circumstances, shall to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

- 24.06 If anything to be done by the Leaseholder pursuant to this Lease requires the consent or approval of GLCHT, then GLCHT covenants that such consent will not, by it, be unreasonably or arbitrarily withheld or delayed.
- 24.07 To the extent possible the Leaseholder will refuse the installation of a hydroelectric smart meter on the Premises.
- 24.08 Time shall be of the essence of this Lease.
- 24.09 This Lease contains the entire agreement between GLCHT and the Leaseholder and cannot be changed or terminated orally, but only by an instrument in writing executed by the parties.

**GALIANO LAND AND COMMUNITY
HOUSING TRUST**, by its authorized
signatory:

_____, by
its authorized signatory:

SCHEDULE C

Leaseholder Statutory Declaration

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

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

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

confirm that the I have complied with all leaseholder's obligations under these Agreements.

9. I make this solemn declaration, conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and pursuant to the Canada Evidence Act.

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

A Commissioner for taking Affidavits in
British Columbia

Signature of person making declaration

SCHEDULE D

Owner Statutory Declaration

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

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

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

A Commissioner for taking Affidavits for
British Columbia

Signature of person making declaration

<u>Unit Number</u>	<u>Names of Occupants</u>	<u>Monthly payment amount</u>
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Schedule E
[Constitution of GLCHT]

1
DUPLICATE

NUMBER: S-37495



SOCIETY ACT

CANADA
PROVINCE OF BRITISH COLUMBIA

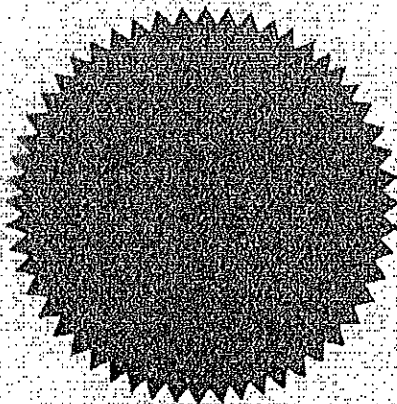
CERTIFICATE OF INCORPORATION

I Hereby Certify that

GALIANO LAND AND COMMUNITY HOUSING TRUST

has this day been incorporated under the *Society Act*

*Issued under my hand at Victoria, British Columbia
on October 22, 1997*



JOHN S. POWELL
Registrar of Companies

Galiano Land and Community Housing Trust Constitution

April 8, 2008

1. The name of the society is Galiano Land and Community Housing Trust.
2. The purposes of the society are:
 - a. To provide permanently affordable access to land and housing for community members.
 - b. To promote and encourage education about affordable housing initiatives.
 - c. To develop and implement responsible land-use models for affordable housing giving full consideration to the land's natural attributes.
 - d. To promote and encourage or carry out research to help meet community housing needs in an efficient, economic, ecological and socially sound manner.
 - e. To raise money or acquire funds and other assistance, and to own, acquire and take by purchase, donation, devise or otherwise, land or personal property, and sell, exchange, lease, improve or develop same for the purpose of the society.
 - f. To do everything incidental and necessary to promote and attain the foregoing purposes and periodically reassess these purposes.
 - g. To operate a charitable institution (without profit to its members) for the purpose of raising money or other assistance for constructing, providing, maintaining, leasing, owning and managing one or more affordable housing projects.
3. The Directors shall serve without remuneration, and the Directors shall not receive, directly or indirectly, any profits from their position as Directors, but may be paid expenses incurred by them in performance of their duties. This clause shall be unalterable.
4. The Society shall be carried on without any purpose of gain for its members, and no part of any income of the Society shall be payable or otherwise available for personal benefit of the members thereof, and any profits or other accretions to the Society shall be used for promoting its purposes. This clause is unalterable.
5. On winding up and dissolution of the Society, the assets remaining after the payment of all costs, charges and expenses properly incurred in the wind-up, including remuneration of a liquidator, and after payment to employees of the Society of any arrears of salaries or wages, and after payment of any other debts of the Society, shall be distributed to a charitable organization (or organizations) in Canada, registered under the provisions of the Income Tax Act, which shall be designated by the Board of Directors. This clause is unalterable.
6. The Society shall carry on works exclusively of a charitable nature. This clause is unalterable.

**PRELIMINARY REPORT ON
PROPOSED WATER SUPPLY FOR,
GALIANO GREEN AFFORDABLE HOUSING PROJECT,
GALIANO ISLAND**

**409 Porlier Pass Road
Galiano Island, Cowichan District**

Prepared for:

GALIANO LAND and COMMUNITY HOUSING TRUST
Manzanita Mall
Galiano Island,
British Columbia V0N 1P0

Submitted by:

Hy-Geo Consulting
Victoria, British Columbia

January 9, 2013

EXECUTIVE SUMMARY

This report assesses the overall water supply requirements for a proposed housing project to be comprised of 20 single detached residences on a 4 hectare parcel at 409 Porlier Pass Road on Galiano Island. The proposed water supply for the residences would be provided by:

- (a) individual rainwater harvesting systems for each residence, and
- (b) an existing water supply well to meet laundry needs and shower requirements during extended drought periods when necessary.

Rainwater harvesting systems for each residence would supply 100 percent of the potable residential water requirements for 40 persons, excluding laundry, based on the maximum day demand (MDD) of 30 Imperial gallons/capita/day. It should be entirely feasible to meet the potable water demands of 20 individual residences with occupancy rates of 1 to 3 persons (average of 2 per residence) using rainwater harvesting systems with adequate storage. These harvesting systems and associated water treatment systems will need to be engineered and designed following available guidelines, standards and requirements of the Capital Regional District where applicable.

An existing well on the property would be used to provide water for laundry services and showers during extended drought periods when necessary. Maximum demand on the well is anticipated to be relatively low at 420 Imperial gallons per day (0.29 Imperial gallons per minute). Further alterations and pump testing of the existing well on the property will be required to confirm its long-term yield and potability. Monitoring of neighbouring wells will need to be conducted to assess potential effects of the proposed groundwater use on neighbouring wells and overall groundwater quality and quantity in the region.

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**PRELIMINARY REPORT ON
PROPOSED WATER SUPPLY FOR,
GALIANO GREEN AFFORDABLE HOUSING PROJECT,
GALIANO ISLAND**

INTRODUCTION

In October 2012, Hy-Geo Consulting was retained by the Galiano Land and Community Trust (GLCHT), to provide hydrogeological engineering services for a proposed housing project to be comprised of 20 residences on a 4 hectare parcel at 409 Porlier Pass Road on Galiano Island. The proposed water supply for the residences would be provided by:

- (a) individual rainwater harvesting systems for each residence, and
- (b) an existing water supply well to meet laundry needs and shower requirements during extended drought periods when necessary.

The proposed development is located between Porlier Pass and Georgeson Bay Roads in the southern portion of Galiano Island (Figure 1). The Galiano Island Local Trust Committee (2012) requires that the water supply for the development will need to meet the requirements of Official Community Plan policy 2e. Policy 2e (under Section III Services, Water Supply) of the OCP states:

“Any rezoning application involving an increase in density or intensity of use should be required to provide an assessment of the availability of sustainable, long-term groundwater. Any additional density or intensity of use that would negatively affect the quality or quantity of groundwater should not be permitted in critical groundwater areas. “

This report assesses the overall water supply requirements for the proposed development and provides an opinion on the feasibility of meeting the water demands using rainwater harvesting systems and the existing well on the property. An assessment is also provided on the potential effects of the proposed groundwater use on neighbouring wells and overall groundwater quality and quantity in the region.

Scope of Work

Scope of the work carried out by Hy-Geo-Consulting included:

- (a) reviewing existing hydrogeologic data and reports for the project area including topography, geology, climatic and well record information;

- (b) reviewing and examining the water supply capability of proposed rainwater catchment systems;
- (c) conducting site visits to examine local geologic, topographic, drainage, existing well conditions on and in the vicinity of the property, and progress of well alteration, pump testing and water quality sampling carried out by Red Williams Well Drilling Ltd.,
- (d) reviewing in detail the proposed standards and procedures for well capacity testing and water quality sampling carried out by Red Williams Well Drilling Ltd., including water quality parameters for laboratory analysis;
- (e) assessing the combined available water supply from the existing well and proposed rainwater catchment systems;
- (f) assessing the potential effects of the proposed groundwater use on neighbouring wells and overall groundwater quality and quantity in the region; and
- (g) preparing a final report suitable for submission to the Local Trust Committee for meeting their requirements.

Topography and Drainage

The subdivision area (Figure 1) is situated between elevations 50 to 35 metres above sea level, along the base of the northeast facing slope of Stockade Hill. A small hill occupies the central portion of the property and overland drainage is generally to the north and northeast towards Putter Creek that drains easterly into Whaler Bay. A small tributary channel to Putter Creek runs along the northern edge of the property.

Climate

The climate of Galiano Island is characterized by cool dry summers and humid mild winters. Based on records from 1951 to 1980 (Environment Canada, 198_) the average annual precipitation for a station on Galiano Island was 33.7 inches (856 mm). Over 90 % of this total annual amount fell as rain with over 60% of the total falling during the period from November to February. Newer data for the period 1971-2000 reported by Environment Canada (2012a) for the Saanichton CDA station at elevation 61.00 m shows the average annual precipitation at 35.68 inches (906.2 mm). With the absence of a current climate station on Galiano Island, the Saanichton CDA climate station may be considered representative of the general longer-term (monthly) precipitation patterns on Galiano.

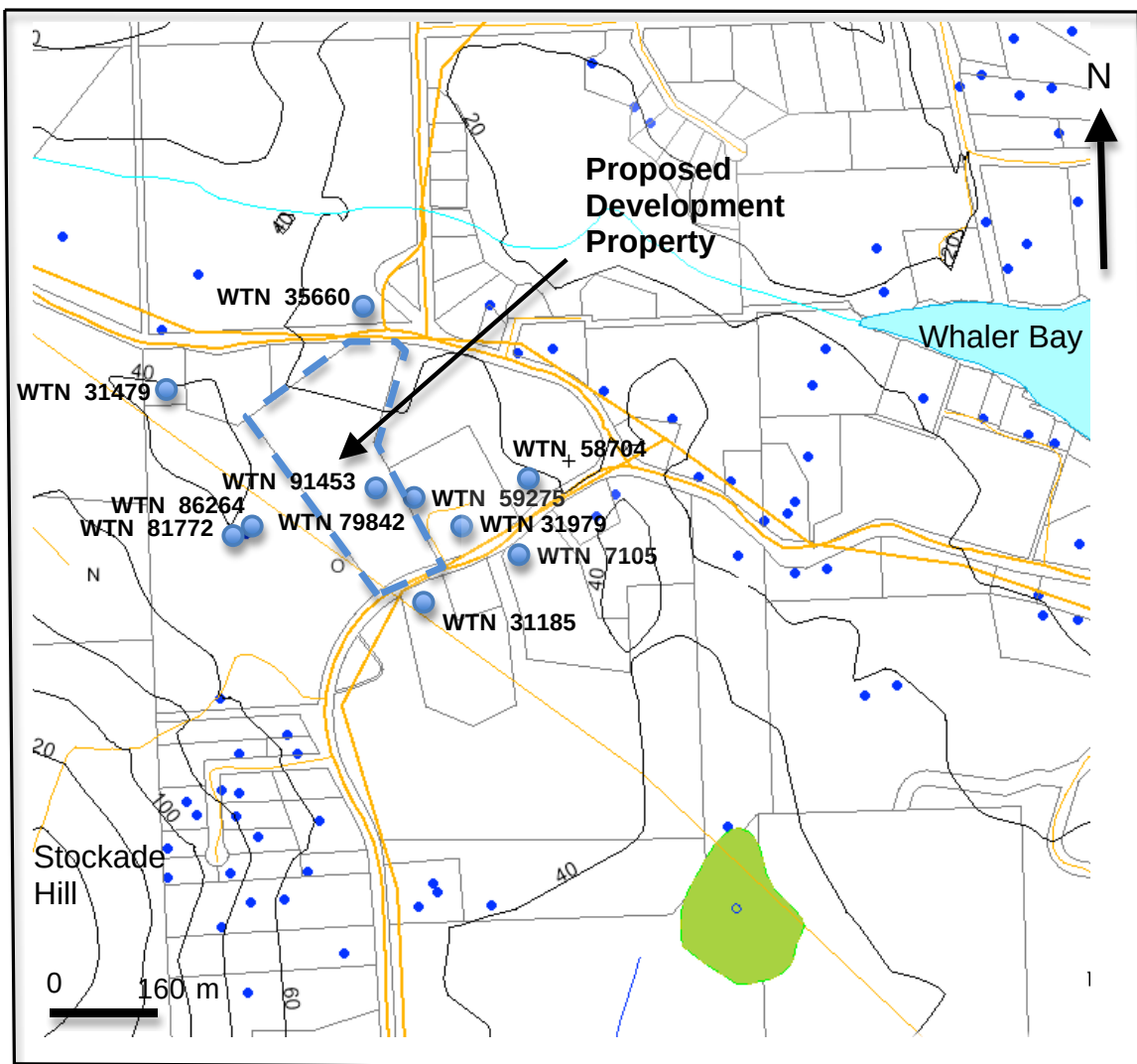


Figure 1. General location of proposed development area and existing wells.
Base from Ministry of Environment (2012).

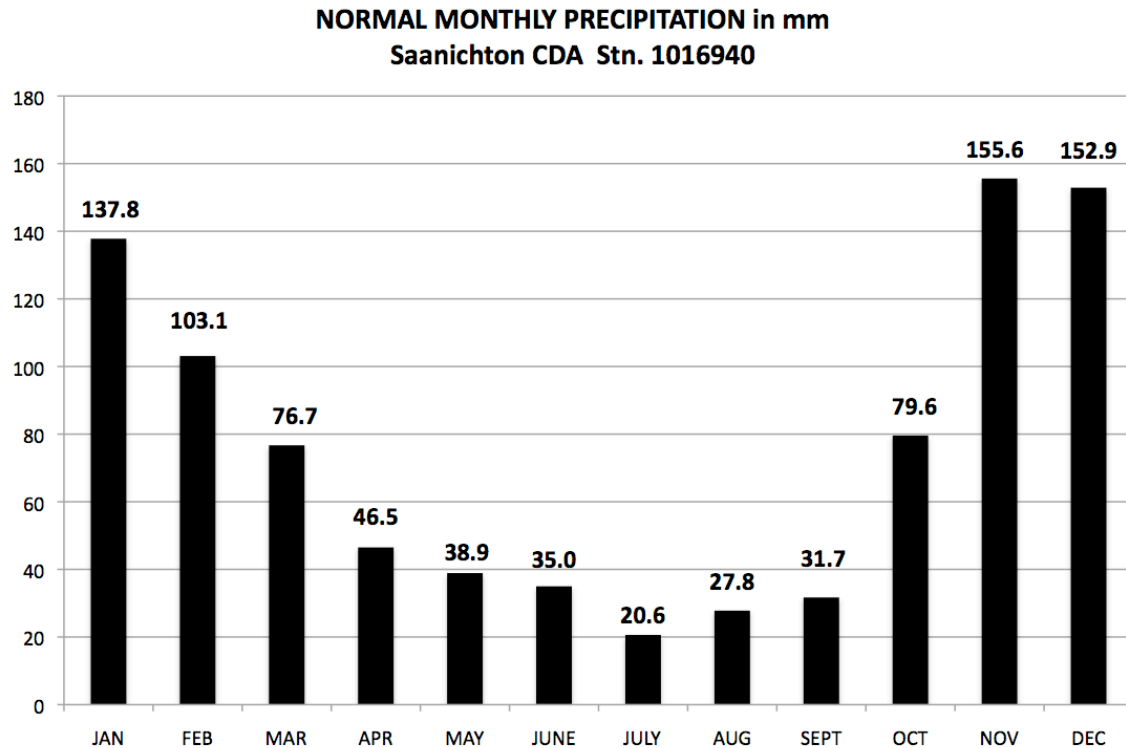


Figure 2. Summary of monthly normal precipitation data for Saanichton CDA Station for period 1971-2000. Data from Environment Canada (2012a).

Hydrogeologic Conditions

The general groundwater conditions of Galiano Island have been reported by Harrison (1994), Kohut and Johanson (1998) and Waterline Resources Inc. (2011). Galiano is comprised of sedimentary clastic rocks belonging to the Nanaimo Group of Late Cretaceous age (Muller and Jeletzky, 1970). The development property and surrounding region is principally underlain by the Gabriola Formation that is dominantly sandstone with some shale (mudstone) interbeds.

Groundwater on the island is found primarily in open fractures in the bedrock formations. These fractures constitute the major zones for groundwater storage and movement. The development property lies entirely within the Murchison – Whaler Bay groundwater region as outlined by Kohut and Johanson (1998). In 1998, Kohut and Johanson estimated the demand to groundwater in storage ratio in this region to be relatively low at 0.09. Existing well density at that time was also determined to be low to medium at 0.063 wells/acre. However, within the immediate vicinity of the development property the well density is closer to, medium to high with 0.17 wells/acre.

From historic observation well data in the Gulf Islands, groundwater levels in bedrock wells generally rise and fall with the seasons, in response to available precipitation, becoming highest during the late fall and winter months. Water levels then normally decline during the dry summer months reaching seasonal lows in the late fall months (Kohut *et al.*,1984).

EXISTING WELLS

Figure 1 shows the location of all known and reported water wells within the vicinity of the development property. Table 1 provides a brief description of the ten closest wells including the existing well on the property (WTN 91453, WID 23204). Wells currently within the Ministry of Environment's database are identified with a Ministry well tag number (WTN) that is a unique computer generated identification number. In recent years, the Ministry has also provided well identification plate (WID) plate numbers to well drillers for attaching to the casing of new wells for identification in the field.

ESTIMATED WATER SUPPLY DEMAND

The proposed development is to be comprised of:

- 20 single detached residences ranging from 500 to 1000 ft² in floor area,
- 1 community building with meeting rooms, studios and workshop totaling 2500 ft², and
- 1 utility building with pumphouse, laundry, showers and washroom facilities at 500 ft².

Figure 3 shows the building footprints for the above. Maximum full time occupancy for the residences would be 40 persons based on the estimates shown in Table 2.

Indoor water use for conventional water systems, based on the *Design Guidelines for Rural Residential Community Systems* (Ministry of Forests, Lands & Natural Resource Operations, 2012) suggests that a minimum of 230 L/capita/day or 50.6 Imperial gallons/capita/day be considered for a water system design. Maximum day demand (MDD) or the single highest total 24 hour daily water consumption occurring over a one year period would normally include indoor usage, water loss allowance and irrigation demand components. For the proposed development, residential demand would be supplied by individual rain harvesting systems with water treatment systems, that are engineered and designed for each residence. The water loss allowance for system leaks would be minimal. Irrigation demands for the proposed development are also not being considered as lawns and gardens are not being included in the overall design.

Table 1. Summary of Water Wells in Vicinity of Proposed Development.

Well Tag No. (WTN)	Well Identification Plate No. (WID)	Depth Drilled (feet)	Depth Well Drilled (m)	Driller's Estimated Yield Value	Yield Unit Description	Water Depth (feet)	Water Depth (m)	Depth to Bedrock (feet)	Depth to Bedrock (m)	Construction Start Date	General Remarks	Legal District Lot	Legal Land District Code	Legal Plan	Lot No.	Owner When Constructed	Well Purpose
7105		30	9.14	0		6	1.83			31-Dec-49	ONE WELL FOR HOUSE. OTHER TWO WELLS ARE NOT BEING USED. SUPPLIES HOUSE & SOME FOR LIVE STOCK.		16		1	REESE	Private Domestic
31185		74	22.56	9	GPM	17	5.18	0	0.00	02-Sep-74	9 gpm at 40 ft	3	16			GALIANO FIRE HALL	Unknown Well Use
31479		32	9.75	20	GPM	7	2.13	9	2.74	10-Oct-74		3	16	9087	C	BILL FORD	Unknown Well Use
31979	12919	140	42.67	7	GPM	27	8.23	2	0.61	02-Jan-75		3	16	28918	1	GALIANO HOUSING	Water Supply
35660		150	45.72	4.5	GPM	15	4.57			05-Sep-76	PREVIOUS FLOW WAS 1.5 GPM. NEW YIELD IS 6 GPM.	4	16	1974	5	GALIANO ROD/GUN CLUB	Unknown Well Use
58704	12930	142	43.28	2	GPM	15	4.57	0	0.00	20-Mar-89	2 GPM AT 70 FT. WATER CLOUDY.	3	16	19389	PTA	DAYSTAR CAFE AND MARKET	Water Supply
59275	12920	260	79.25	2	GPM	85	25.91	19	5.79	19-Apr-90	2 GPM AT 215 FT. WATER CLOUDY. WELL 16 IS ALSO ON THIS LOT.	3	16	28918	1	GALIANO HOUSING	Water Supply
81772		164	49.99	30	GPM		0.00	12	3.66	02-Aug-08	1 pgm at 120 ft, 30 gpm at 145 ft.					Pearless Cruise and Travel	Private Domestic
86264	17369	160	48.77	1.5	USGM		0.00	3	0.91	06-Dec-06	0.5 GPM at 110 ft, 1 GPM at 150 ft.		16		3	GALIANO MUSEUM SOCIETY	
91453	23204	244 cleaned out and deepened to 247 in 2012	74.37 and 75.29	10, revised to 5	USGM	100	30.48	0	0.00	04/25/1993 and Aug-9-2012	MEASUREMENTS FROM GROUND LEVEL. PITLESS UNIT: WELDED, NEW. WATER SOURCE: 1/2 GPM @ 48', 10 GPM @ 212 FT.	3	16	29196	1	NANSWYHDEN ENT. LTD	Private Domestic

Data from BC Water Resources Atlas (Ministry of Environment, 2012), Red Williams Well Drilling (2012) and copies of original well records filed with Ministry of Environment, Victoria.

Stubbs (2006) reports that rainwater dependent households typically use amounts of water in the range of 35 to 50 Imperial gallons per day per person, with some as low as 25 to 30 gallons per day per person. It is anticipated that residents of the proposed development will practice water conservation measures and incorporate water-saving appliances in their homes such as dual-flush toilets, low flow fixtures and faucet aerators to reduce water consumption. Laundry water needs that can amount to 20 % of indoor water use (Environment Canada, 2012b) will be provided by a community laundry to be serviced by the well on the property. Indoor water use for bathing requirements will also be reduced with the provision of showers for use by residents when required. These showers would also be serviced by the well. Overall, water maximum day demand (MDD) for the rainwater systems, therefore, could be effectively reduced to about 30 Imperial gallons/capita/day (136.38 L/capita/day). Table 2 summarizes the overall water supply demand for the development based on the maximum day demand (MDD) of 30 Imperial gallons/capita/day. Total water requirements from the well for laundry/showers would amount to 420 Imperial gallons/day assuming full use by all residents. This assumes every resident would shower each day and each residence would do one load of laundry every day.

WATER SUPPLY SOURCES

The prime water source for the development will be individually designed and engineered rainwater harvesting and water treatment systems for each residence. An existing well on the property would be used to provide water for laundry services and showers during extended drought periods when necessary.

Rainwater Harvesting Systems

Rainwater harvesting systems for each residence would supply 100 percent of the potable residential water requirements for 40 persons, excluding laundry, based on the maximum day demand (MDD) of 30 Imperial gallons/capita/day. Table 3 outlines the minimum preliminary roof sizes or catchment areas that would be required to capture sufficient rainwater for each residence based on occupancies of 1 to 3 persons. An average occupancy rate of 2 persons per residence is planned for the development (pers. comm., T. Hennessy, January 2013).

On an annual basis, the rainfall captured by the minimum residential roof sizes shown in Table 3 would amount to 444,715.5 Imperial gallons/year, thereby meeting the maximum residential demand of 438,000.0 Imperial gallons/year. An average collection efficiency of 75 % is utilized for this calculation. In addition, rainwater harvesting systems on the community building and the pumphouse will be capable of supplying an additional 44805.1 Imperial gallons/year to augment water supplies for the community building, laundry and showers.

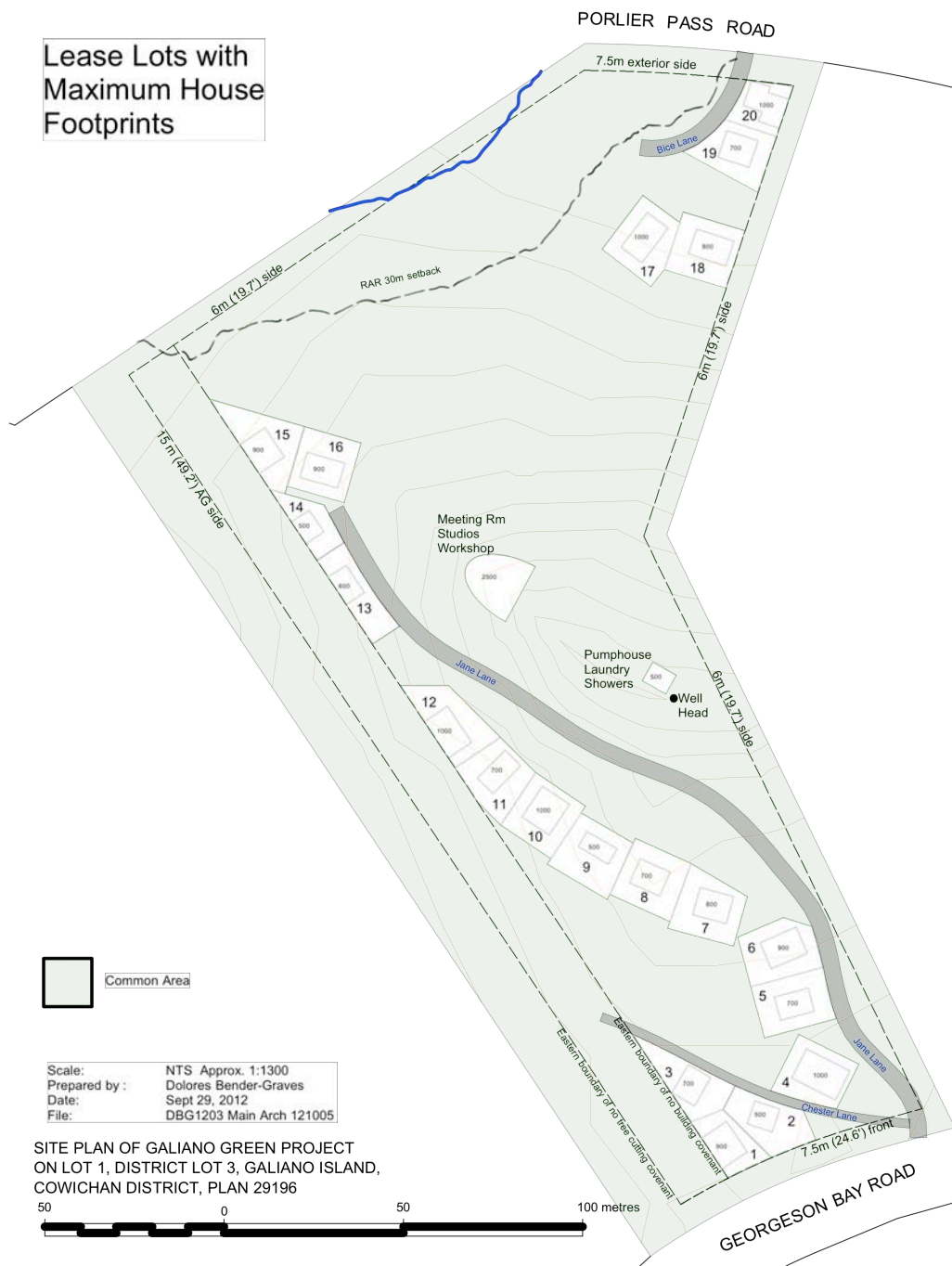


Figure 3. Site plan of proposed development showing building footprints.

Table 2. Estimated Water Supply Demand.

Unit	Description	Floor Size ft ²	Estimated Occupancy # persons	Maximum Daily Demand (MDD) L/day ¹	Maximum Daily Demand (MDD) IMPgals/day	Maximum Annual Demand IMPgals/year
1	Single Residence	500	1	136.38	30.0	10950.0
2	Single Residence	500	1	136.38	30.0	10950.0
3	Single Residence	500	1	136.38	30.0	10950.0
4	Single Residence	600	2	272.76	60.0	21900.0
5	Single Residence	700	2	272.76	60.0	21900.0
6	Single Residence	700	2	272.76	60.0	21900.0
7	Single Residence	700	2	272.76	60.0	21900.0
8	Single Residence	700	2	272.76	60.0	21900.0
9	Single Residence	700	2	272.76	60.0	21900.0
10	Single Residence	800	2	272.76	60.0	21900.0
11	Single Residence	800	2	272.76	60.0	21900.0
12	Single Residence	900	2	272.76	60.0	21900.0
13	Single Residence	900	2	272.76	60.0	21900.0
14	Single Residence	900	2	272.76	60.0	21900.0
15	Single Residence	900	2	272.76	60.0	21900.0
16	Single Residence	1000	2	272.76	60.0	21900.0
17	Single Residence	1000	2	272.76	60.0	21900.0
18	Single Residence	1000	3	409.14	90.0	32850.0
19	Single Residence	1000	3	409.14	90.0	32850.0
20	Single Residence	1000	3	409.14	90.0	32850.0
Subtotal:		15800	40	5455.20	1200.0	438000.0
21	Community Building/Meeting Rooms/Studio/ Workshop	2500				
22	Pumphouse/ Laundry/Showers/ Washrooms*	724		1909.32	420.0	153300.0
Totals:		18800	40	7364.52	1620.0	591300.0

¹ Residences do not include laundry water use

* MDD for laundry/showers estimated at 35% of indoor residential water use, to be supplied by well

Bob Burgess with the Rainwater Connection on Thetis Island has designed a *Rain Water Harvesting Calculator* in collaboration with Tom Hennessy for the Galiano Green Housing Project. The calculator is available at <http://galianogreen.org/rainfall.html> .

The *Rain Water Harvesting Calculator* computes the amount of rainwater available each month versus the demand and indicates the amount of storage volume remaining for carry over for the following month. A varying collection efficiency ranging from 50 to 85 % is built into the calculator.

Table 3. Estimated Annual Water Demand Versus Water Availability From Precipitation.

Unit	Description	Floor Size ft ²	Occupancy # persons	Minimum Roof Size ft ²	Maximum Daily Demand (MDD) L/day ¹	Maximum Daily Demand, MDD IMPgals/day	Maximum Annual Demand IMPgals/year	Annual Precipitation Captured IMPgals/year ²
1	Single Detached Residence	500	1	800	136.38	30.0	10950.0	11117.9
2	Single Detached Residence	500	1	800	136.38	30.0	10950.0	11117.9
3	Single Detached Residence	500	1	800	136.38	30.0	10950.0	11117.9
4	Single Detached Residence	600	2	1600	272.76	60.0	21900.0	22235.8
5	Single Detached Residence	700	2	1600	272.76	60.0	21900.0	22235.8
6	Single Detached Residence	700	2	1600	272.76	60.0	21900.0	22235.8
7	Single Detached Residence	700	2	1600	272.76	60.0	21900.0	22235.8
8	Single Detached Residence	700	2	1600	272.76	60.0	21900.0	22235.8
9	Single Detached Residence	700	2	1600	272.76	60.0	21900.0	22235.8
10	Single Detached Residence	800	2	1600	272.76	60.0	21900.0	22235.8
11	Single Detached Residence	800	2	1600	272.76	60.0	21900.0	22235.8
12	Single Detached Residence	900	2	1600	272.76	60.0	21900.0	22235.8
13	Single Detached Residence	900	2	1600	272.76	60.0	21900.0	22235.8
14	Single Detached Residence	900	2	1600	272.76	60.0	21900.0	22235.8
15	Single Detached Residence	900	2	1600	272.76	60.0	21900.0	22235.8
16	Single Detached Residence	1000	2	1600	272.76	60.0	21900.0	22235.8
17	Single Detached Residence	1000	2	1600	272.76	60.0	21900.0	22235.8
18	Single Detached Residence	1000	3	2400	409.14	90.0	32850.0	33353.7
19	Single Detached Residence	1000	3	2400	409.14	90.0	32850.0	33353.7
20	Single Detached Residence	1000	3	2400	409.14	90.0	32850.0	33353.7
				32000	5455.20	1200.0	438000.0	444715.5
21	Community Building/Meeting Rooms/Studio/ Workshop	2500		2500				34743.4
22	Pumphouse/Laundry/ Showers/Washrooms *	500		724	1909.32	420.0	153300.0	10061.7
Totals:		18800	40	35224	7364.52	1620.0	591300.0	489520.6

¹ Residences do not include laundry water use

² Based on 75 % collection efficiency with normal (1971-2000) annual precipitation of 35.68 inches

* MDD for laundry/showers estimated at 35 % of indoor residential water use, to be supplied by well

The *Rain Water Harvesting Calculator* was used to fine tune the minimum roof sizes outlined in Table 3 and also determine the required storage tank capacity for each residence with occupancy rates of 1, 2 and 3 persons. The results are shown in Table 4. An additional method, utilizing a spreadsheet, was employed to verify the water availability and minimum storage requirements for roof sizes of 900, 1700 and 2500 ft² corresponding with residence occupancy rates of 1, 2 and 3 persons respectively. The results of this second method are shown in Table 5 and these correspond favourably with the *Rain Water Harvesting Calculator* method. Appendix A contains the spreadsheets used for the calculations in the second method.

Table 4. Minimum Roof Sizes and Water Storage Requirements For Residences (*Rain Water Harvesting Calculator Method*)

Description	Floor Size ft ²	Estimated Occupancy # persons	Minimum * Roof Size Required ft ²	Minimum Storage Volume Required IMPgals
Single Residence	500	1	900	4761
Single Residence	600 to 1000	2	1700	8006
Single Residence	1000	3	2500	11267

* includes secondary collection areas, e.g. awnings

Table 5. Minimum Roof Sizes and Water Storage Requirements For Residences (*Spreadsheet Method*)

Description	Floor Size ft ²	Estimated Occupancy # persons	Minimum * Roof Size Required ft ²	Minimum Storage Volume Required IMPgals
Single Residence	500	1	900	5000
Single Residence	600 to 1000	2	1700	8200
Single Residence	1000	3	2500	12600

* includes secondary collection areas, e.g. awnings

Both methods indicate that it should be entirely feasible to meet the potable water demands of individual residences of 1 to 3 persons using rainwater harvesting systems with adequate storage. These harvesting systems and associated water treatment systems will also need to be engineered and designed following available guidelines and standards e.g. CMHC (2012), Stubbs (2006) and requirements of the Capital Regional District where applicable.

Existing Well on Property

The existing well on the property (WTN 91453, WID 23204) is a 6 inch (15 mm) diameter bedrock well that was originally drilled in April 1993 to a depth of 244 feet (74.37 m) by Red Williams Well Drilling Ltd., but was not used by the land owner. The driller's record indicates, from 48 to 244 feet, alternating lenses of shaley sandstone and grey sandstone varying in thickness from a couple of feet to 20 feet in thickness with a water source of ½ gpm at 48 feet and 10 gpm at 212 feet. The well was subsequently cleaned out in August 2012 by Red Williams Well Drilling Ltd., and deepened slightly to 247 feet (75.29). In 2012 Red Williams rated the well to be capable of 5 USgpm. Copies of available well records for the well are contained in Appendix B.

Members of the Galiano Land and Community Housing Trust tested the well on August 25, 2012 at a constant rate of 6.5 gpm for 10 hours and reported no issues with the well meeting this demand. Unfortunately no water level measurements were taken in the well at that time to enable an assessment of its long-term capacity. A second test was carried out on November 21, 2012 by the Galiano Land and Community Housing Trust with the assistance of A. Kohut of Hy-Geo Consulting. The test was carried out at a constant rate of 3.17 USgpm for a period of approximately 7 hours when the generator failed and the test had to be curtailed. Results of this pumping test are provided in Appendix C. Pumped samples were taken during the test, stored on ice packs and delivered to the Maxxam Analytics laboratory in Saanich for analysis of chemical and bacteriological parameters. **All samples were unadulterated and taken from the well (WTN 91453, WID 23204) and delivered by A. Kohut to the laboratory within 24 hours of sampling.** Results of the analyses are provided in Appendix D.

Based on the results of the 7 hour pumping test a preliminary indication of the long-term well yield would be 2.4 USgpm. A longer duration pumping test of at least 12 hours duration, however, would be necessary to confirm this preliminary estimate.

Based on the laboratory results of the November 21, 2012 samples, the water quality of the well WID 23204 meets or exceeds the *Guidelines for Canadian Drinking Water* (Federal-Provincial-Territorial Committee on Drinking Water, 2010) except for elevated levels of colour (35 Col. Unit), turbidity (8.5 NTU), total manganese (70.1 µg/L), E. coli (46 MPN/100mL) and total coliforms (>2400

MPN/100mL). All of these elevated parameters indicate the possibility of a nearby source of contamination such as septic wastes. The elevated E. coli and total coliforms reported for this well are of a serious health concern. When drilled the well record indicated the presence of a relatively shallow water-bearing fracture at a depth of 48 feet producing ½ gpm. Heavy rains before the test period may have resulted in infiltration of shallow contaminated groundwater into the well. The well was subsequently chlorinated by Red Williams Well Drilling Ltd., on November 16, 2012 and a second set of samples were delivered to the Maxxam Analytics laboratory in Saanich for analysis of bacteriological parameters. Results of this second test continued to show elevated E. coli and total coliforms at 6 and 290 MPN/100mL, respectively.

Further work on this well is being planned including:

1. checking the well with a downhole camera to examine the fracture zone at 48 feet for possible evidence of seepage,
2. installing a plastic liner in the well to seal off the upper part of the well from the major water-producing fracture at 212 feet,
3. rechlorinating the well and resampling for bacteriological analysis,
4. pump testing the well at a constant rate for a minimum of 12 hours to verify the long-term yield, and monitoring adjacent wells for potential interference effects.

It is planned that this additional work would be carried out from January 14 to 25 with results reported by Feb 1, 2012.

CONCLUSIONS

1. The prime water source for the development will be individually designed and engineered rainwater harvesting and water treatment systems for each residence. These systems would supply 100 percent of the potable residential water requirements for 40 persons, excluding laundry, based on the maximum day demand (MDD) of 30 Imperial gallons/capita/day.
2. It should be entirely feasible to meet the potable water demands of 20 individual residences with occupancy rates of 1 to 3 persons (average of 2 per residence) using rainwater harvesting systems with adequate storage. These harvesting systems and associated water treatment systems will need to be engineered and designed following available guidelines and standards e.g. CMHC (2012), Stubbs (2006) and requirements of the Capital Regional District where applicable.

3. An existing well on the property would be used to provide water for laundry services and showers during extended drought periods when necessary. Maximum demand on the well is anticipated to be relatively low at 420 Imperial gallons per day (0.29 Imperial gallons per minute).
4. Further alterations and pump testing of the existing well on the property will be required to confirm its long-term yield and potability. Monitoring of neighbouring wells will also need to be conducted to assess potential effects of the proposed groundwater use on neighbouring wells and overall groundwater quality and quantity in the region.

CLOSURE

This report was prepared in accordance with generally accepted engineering, hydrogeological and consulting practices. It is intended for the prime use of GALIANO LAND and COMMUNITY HOUSING TRUST, in connection with its purpose as outlined under the scope of work for this project. This report is based on data and information available to the author from various sources at the time of its preparation and the findings of this report may therefore be subject to revision. Data and information supplied by others has not been independently confirmed or verified to be correct or accurate in all cases. Any errors, omissions or issues requiring clarification should be brought to the attention of the author. The author retains full copyright of the material contained in the report. The author and Hy-Geo Consulting accepts no responsibility for damages suffered by any third party as a result of any unauthorized use of this report.

Respectfully submitted:

Alan P. Kohut, PEng
Senior Hydrogeologist

Hy-Geo Consulting

REFERENCES

CMHC. 2012. *Guidelines for Residential Rainwater Harvesting Systems Handbook*. First Edition, September 2012. Canada Mortgage and Housing Corporation. ISBN 978-1-100-21183-1.

Environment Canada. 198_. *Canadian Climate Normals, 1951-1980, British Columbia*, Atmospheric Environment Service.

- Environment Canada. 2012a. *Canadian Climate Normals, 1971-2000, British Columbia*, National Climate Data and Information Archive, website <http://www.climate.weatheroffice.gc.ca>
- Environment Canada. 2012b. *Wise Water Use, Water Use in the Home*. website <http://www.ec.gc.ca/eau-water/default.asp?lang=En&n=F25C70EC-1>
- Federal-Provincial-Territorial Committee on Drinking Water. 2010. *Guidelines for Canadian Drinking Water Quality, Summary Table*, Health Canada website http://www.hc-sc.gc.ca/ewh-semt/pubs/water-eau/2010-sum_guide-res_recom/index-eng.php
- Galiano Island Local Trust Committee. 2011. *Official Community Plan, Bylaw No. 108, 1995*. Consolidated version: November 25, 2011. Islands Trust.
- Galiano Island Local Trust Committee. 2012. *Minutes of the Galiano Island Local Trust Committee Business Meeting held Monday September 17, 2012 at 1PM*. South Community Hall, Galiano, B.C.
- Harrison, D. 1994. *Galiano Island Groundwater Study, 1994 – A Review of Well Development and Groundwater Conditions on Galiano Island*. Report prepared for the Galiano Conservancy Association.
- Kohut, A.P., W.S. Hodge, D.A. Johanson, and D. Kalyn. 1984. *Natural Seasonal Response of Groundwater Levels in Fractured Bedrock Aquifers of the Southern Coastal Region of British Columbia*. Proceedings of International Groundwater Symposium on Groundwater Utilization and Contaminant Hydrogeology, Montreal, Quebec. International Association of Hydrogeologists/Canadian National Chapter.
- Kohut, A.P., and D.A. Johanson. 1998. *Assessment of Groundwater Availability and Quality, Galiano Island, British Columbia*. British Columbia Ministry of Environment, Victoria, British Columbia.
- Ministry of Environment. 2012. *BC Water Resources Atlas*, website <http://webmaps.gov.bc.ca/imf5/imf.jsp?site=wrbc>
- Ministry of Forrests, Lands & Natural Resource Operations. 2012. *Design Guidelines for Rural Residential Community Water Systems*. Utility Regulation Section, Water Management Branch, Government of British Columbia.
- Muller, J. E. and J.A. Jeletzky. 1970. *Geology of the Upper Cretaceous Nanaimo Group, Vancouver Island and Gulf Islands, British Columbia*. Geological Survey of Canada Paper 69-25.

Stubbs, D. F. 2006. *Rainwater Harvesting on the Gulf Islands, Guide for Regulating the Installation of Rainwater Harvesting Systems – Potable and Non-Potable Uses*. Report prepared for the Islands Trust Fund, First edition, Saltspring Island, British Columbia.

Waterline Resources Inc. 2011. *Galiano Groundwater Study*. Report submitted to Islands Trust, March 31, 2011, File WL11-1755.

APPENDIX A

Spreadsheets Used to Calculate Rainwater Availability

Table 1. Water Availability From Precipitation Over 900 Square Foot Roof.

Month	Normal Monthly Precipitation (mm)	Normal Monthly Precipitation (inches)	IMPgals Captured per month ¹	Estimated Daily Demand (IMPgals) ²	Estimated Monthly Demand (IMPgals)	Difference (IMPgals)	Storage Carry Over (IMPgals) ³	% of Storage Available at End of Month
January	137.8	5.43	1902	30.0	930	972	4000	80
February	103.1	4.06	1423	30.0	840	583	4583	92
March	76.7	3.02	1059	30.0	930	129	4711	94
April	46.5	1.83	642	30.0	900	-258	4453	89
May	38.9	1.53	537	30.0	930	-393	4060	81
June	35	1.38	483	30.0	900	-417	3643	73
July	20.6	0.81	284	30.0	930	-646	2997	60
August	27.8	1.09	384	30.0	930	-546	2451	49
September	31.7	1.25	437	30.0	900	-463	1989	40
October	79.6	3.13	1099	30.0	930	169	2157	43
November	155.6	6.13	2147	30.0	900	1247	3405	68
December	152.9	6.02	2110	30.0	930	1180	4585	92
Totals:	906.2	35.68	12507	30.0	10950	1557	-	-

¹ Based on 75 % collection efficiency with normal (1971-2000) annual precipitation of 35.68 inches

² Not including laundry water use.

³ Based on available storage of 4000 IMPgals starting January in 5000 IMPgal tank.

Table 2. Water Availability From Precipitation Over 1700 Square Foot Roof.

Month	Normal Monthly Precipitation (mm)	Normal Monthly Precipitation (inches)	IMPgals Captured per month ¹	Estimated Daily Demand (IMPgals) ²	Estimated Monthly Demand (IMPgals)	Difference (IMPgals)	Storage Carry Over (IMPgals) ³	% of Storage Available at End of Month
January	137.8	5.43	3592	60.0	1860	1732	7000	85
February	103.1	4.06	2688	60.0	1680	1008	8008	98
March	76.7	3.02	1999	60.0	1860	139	8147	99
April	46.5	1.83	1212	60.0	1800	-588	7559	92
May	38.9	1.53	1014	60.0	1860	-846	6713	82
June	35	1.38	912	60.0	1800	-888	5826	71
July	20.6	0.81	537	60.0	1860	-1323	4503	55
August	27.8	1.09	725	60.0	1860	-1135	3368	41
September	31.7	1.25	826	60.0	1800	-974	2394	29
October	79.6	3.13	2075	60.0	1860	215	2609	32
November	155.6	6.13	4056	60.0	1800	2256	4865	59
December	152.9	6.02	3986	60.0	1860	2126	6991	85
Totals:	906.2	35.68	23624	720.0	21900	1724	-	-

¹ Based on 75 % collection efficiency with normal (1971-2000) annual precipitation of 35.68 inches

² Not including laundry water use.

³ Based on available storage of 7000 IMPgals starting January in 8200 IMPgal tank.

Table 3. Water Availability From Precipitation Over 2500 Square Foot Roof.

Month	Normal Monthly Precipitation (mm)	Normal Monthly Precipitation (inches)	IMPgals Captured per month ¹	Estimated Daily Demand (IMPgals) ²	Estimated Monthly Demand (IMPgals)	Difference (IMPgals)	Storage Carry Over (IMPgals) ³	% of Storage Available at End of Month
January	137.8	5.43	5283	90.0	2790	2493	11000	87
February	103.1	4.06	3953	90.0	2520	1433	12433	99
March	76.7	3.02	2940	90.0	2790	150	12583	100
April	46.5	1.83	1783	90.0	2700	-917	11666	93
May	38.9	1.53	1491	90.0	2790	-1299	10367	82
June	35	1.38	1342	90.0	2700	-1358	9009	71
July	20.6	0.81	790	90.0	2790	-2000	7008	56
August	27.8	1.09	1066	90.0	2790	-1724	5284	42
September	31.7	1.25	1215	90.0	2700	-1485	3799	30
October	79.6	3.13	3052	90.0	2790	262	4061	32
November	155.6	6.13	5965	90.0	2700	3265	7326	58
December	152.9	6.02	5862	90.0	2790	3072	10398	83
Totals:	906.2	35.68	34741	1080.0	32850	1891	-	-

¹ Based on 75 % collection efficiency with normal (1971-2000) annual precipitation of 35.68 inches

² Not including laundry water use.

³ Based on available storage of 11000 IMPgals starting January in 12600 IMPgal tank.

APPENDIX B

Well Records for Well WID 23204



Province of British Columbia

BC
Environment

Water Management Division

WATER WELL RECORD

Date 23:0426

N.T.S. MAP ☐ WELL NO. ☐ ELEV. ☐ LOCATION Accuracy ☐

V ☐ M ☐ Date 19 ☐ Well Type ☐

Owner's Name & Address MANSHY HORN ENT. LTD.Legal Description & Address Lot 1, Pt 29191, R1-3 Out. of Cowichan Valley Is.Descriptive Location Porter Pass Drive, Cowichan Is.

1. TYPE ☒ New Well ☐ Reconditioned ☐ Deepened ☐ Abandoned

2. WORK METHOD ☐ Cable tool ☐ Sored ☐ Jetted ☒ Rotary ☐ Mud ☐ Air ☐ Reverse ☐ Other

3. WATER WELL USE ☒ Domestic ☐ Municipal ☐ Irrigation ☐ Comm. & Ind ☐ Other

4. DRILLING ADDITIVES

5. MEASUREMENTS from ☒ ground level ☐ top of casing (measuring height above ground level)

6. WELL LOG DESCRIPTION

0.14 Broken Brown Sandstone
1/2 4 Brown Sandstone
7 48 Gray Sandstone

48.244 Alluviating layer
of shaly sandstone
and clay sandstone
Varying in thickness
from a couple of feet
to 20 ft.

WATER SOURCE

1/4 AM @ 48 FT
10 AM @ 212 FT

7. CONSULTANT

Address

8. WELL LOCATION SKETCH

SITE ID No

Lab Date

16. FINAL WELL COMPLETION DATA

Well Depth 212.4 ft Well Yield 10 US gpm
Static Water Level 110.0 ft ☐ Flow ☐ US gpm ☐ Phenol ☐ ft
Back filled NATIVE MATERIAL
Well Head Completion

17. DRILLER Robiland

Signature

18. CONTRACTOR Island Well Drilling Ltd

Address

245-2078

253-4805

Member, BCWDA ☒ ☐ ☐



Ministry of
Environment

- ☐ Well Construction Report
☐ Well Closure Report
☒ Well Alteration Report

KEO WILLIAMS WELL
DALLING LEO
980 8241 8002
Strong company name/address
Phone/fax/email note, if desired.
250-248-5552

Ministry Well ID Plate Number: 23204
Ministry Well Tag Number: 91453
☐ Confirmation/alternative specs. attached
☐ Original well construction report attached

Red lettering indicates minimum mandatory information. See reverse for notes & definitions of abbreviations.

Owner name: GALIANO LAND AND COMMUNITY HOUSING TRUST
Mailing address: MANZANITA MALL Town: GALIANO ISLAND Prov: BC Postal Code: V0N 1P0
Well Location (see note 2): Address: Street no. 409 Street name: FORBES PASS DR Town: GALIANO ISLAND
Legal description: Lot 1 Plan 29196 D.L. 3 Block _____ Sec. _____ Twp. _____ Rg. _____ Land District 16
PID: _____ (and) Description of well location (attach sketch, if nec.): 60 FEET FROM EAST BOUNDARY

NAD 83: Zone: 10 (and) UTM Easting: 474291 m Latitude (see note 4): _____
(see note 3) UTM Northing: 5415324 m Longitude: _____

Method of drilling: ☒ Air rotary ☐ dual rotary ☐ cable tool ☐ mud rotary ☐ auger ☐ driving ☐ jetting ☐ other (specify): _____

Orientation of well: ☒ vertical ☐ horizontal Ground elevation: 195 ft (asl) Method (see note 5): GPS HANDHELD +/- 40'

Class of well (see note 5): WATER SUPPLY Sub-class of well: DOMESTIC

Water supply wells: indicate intended water use: ☐ private domestic ☐ water supply system ☐ irrigation ☐ commercial or industrial ☐ other (specify): _____

Lithologic description (see notes 8-13) or closure description (see notes 14 and 15)

From ft (bgl)	To ft (bgl)	Surficial Material										Bedrock Material										Colour					Hardness					Water Content					Observations (e.g. other geological materials (e.g. boulders), est. water bearing flow (USgpm), or closure details)												
		Gravel	Sand	Silt	Clay	Shale	Sandstone	Siltstone	Claystone	Shale	Sandstone	Siltstone	Claystone	Shale	Sandstone	Siltstone	Claystone	Shale	Sandstone	Siltstone	Claystone	Shale	Red	Brown	Light Grey	Dark Grey	Green	Black	Very Hard	Hard	Medium	Soft	Very Soft	Dr	Wet	Moist		Very Moist	Loss	Not Available									
1.0	16																																																PREVIOUSLY DRILLED
16	4																																																BROKEN
4	48																																																ALTERNATING LENSES
48	244																																																OF SHALEY SANDSTONE
244	247																																																DEEPENED TO CLEAR
																																																	WELL OF DEBRIS
																																																	AND VALIDATE
																																																	DEPTH

Casing details

From ft (bgl)	To ft (bgl)	Dia in	Casing Material/Open Hole (see note 17)	Wall Thickness in	Drive Shoe
0	9	6	STEEL	1.88	-

Surface seal: Type: _____ Depth: _____ ft
Method of installation: ☐ Poured ☐ Pumped Thickness: _____ ft
Backfill: Type: _____ Depth: _____ ft
Liner: ☐ PVC ☐ Other (specify): _____
Diameter: _____ in Thickness: _____ in
From: _____ ft (bgl) To: _____ ft (bgl) Perforated: From: _____ ft (bgl) To: _____ ft (bgl)

Developed by:

☐ Air lifting ☐ Surging ☐ Jetting ☐ Pumping ☐ Bailing
Other (specify): _____ Total duration: _____ hrs
Notes: _____

Well yield estimated by:

☐ Pumping ☐ Air lifting ☒ Bailing ☐ Other (specify): _____
Rate: ~5 USgpm Duration: ~1 hrs
SWL before test: _____ ft (btoc) Pumping water level: _____ ft (btoc)

Obvious water quality characteristics:

☒ Fresh ☐ Salty ☒ Clear ☐ Cloudy ☐ Sediment ☐ Gas
Colour/odour: _____ Water sample collected: ☐

Well driller (print clearly):

Name (first, last) (see note 19): W.J.S. Williams
Registration no. (see note 20): WD 08081901
Consultant (if applicable; name and company): _____

DECLARATION: Well construction, well alteration or well closure, as the case may be, has been done in accordance with the requirements in the Water Act and the Ground Water Protection Regulation.

Signature of

Driller Responsible: W.J.S. Williams

PLEASE NOTE: The information recorded in this well report describes the works and hydrogeologic conditions at the time of construction, alteration or closure, as the case may be. Well yield, well performance and water quality are not guaranteed as they are influenced by a number of factors, including natural variability, human activities and condition of the works, which may change over time.

Screen details

From ft (bgl)	To ft (bgl)	Dia in	Type (see note 18)	Slot Size
------------------	----------------	-----------	-----------------------	-----------

Intake: ☐ Screen ☐ Open bottom ☐ Uncased hole
Screen type: ☐ Telescope ☐ Pipe size
Screen material: ☐ Stainless steel ☐ Plastic ☐ Other (specify): _____
Screen opening: ☐ Continuous slot ☐ Slotted ☐ Perforated pipe
Screen bottom: ☐ Bail ☐ Plug ☐ Plate ☐ Other (specify): _____
Filter pack: From: _____ ft To: _____ ft Thickness: _____ in
Type and size of material: _____

Final well completion data:

Total depth drilled: 3 ft Finished well depth: 247 ft (bgl)
Final stick up: 12 in Depth to bedrock: _____ ft (bgl)
SWL: _____ ft (btoc) Estimated well yield: 5 USgpm
Artesian flow: _____ USgpm, or Artesian pressure: _____ ft
Type of well cap: _____ Well disinfected: ☐ Yes ☐ No
Where well ID plate is attached: TOP OF CASING

Well closure information:

Reason for closure: _____
Method of closure: ☐ Poured ☐ Pumped
Sealant material: _____ Backfill material: _____
Details of closure (see note 16): _____

Date of work (YYYY/MM/DD):

Started: 2012/08/09 Completed: 2012/08/09
Comments: Well was evaluated for approx 1 hour @ approx 5 gallons per minute

white: Customer copy
pink: Driller copy
pink: Ministry copy
Sheet 1 of 1

APPENDIX C

Summary of Pumping Test on Well WID 23204

Location: Galiano Island

Client: Galiano Land and Community Housing Trust

WID: 23204

Date of Test: November 21, 2012

Start Time: 10:00 am

End Time: 5:08 pm

Duration of Test: 428 minutes (constant rate), 7 hrs 8 minutes

Non-pumping water level at start: 28.085 m

Major water-bearing fracture zone located at: 212 feet (64.618 m)

Available drawdown: $64.618 - 28.085 = 36.533$ m

Pumping Rate: 0.2 L/s (12 L/min) or 3.17 US gpm

Water level at end of test: 41.532 m

Drawdown utilized: 13.447 m

Percentage of available drawdown used during test: $13.446/36.533 \times 100 = 36.8\%$

Extrapolated drawdown at 100 days = 24 m

Specific capacity at 100 days: $= 0.2/24 = 0.00833$ L/s per metre

Estimated long-term well yield:

$= 0.00833 \times 36.533 \times 0.50 = 0.152$ L/s = 2.4 USgpm

Provisos:

1. relatively short duration test, only 7 hours
2. no monitoring of neighbouring wells
3. tested during rainy period in November
4. drawdown safety factor of 50% utilized

Recommendations:

1. Longer duration pumping test of 12 hours minimum including 12 hour recovery period to confirm estimate.
2. Monitoring of one or more neighbouring wells.

Pumping Test Data for WID 23204

Project: Galiano Land and Community Housing

Client: Galiano Land
and Community Housing Trust

Location: Galiano Island

Date of Test: November 21, 2012

Test Conducted by: Tom Hennessy, Doug Latta and Al Kohut

Pumped Well: WID 23204

Pumping Rate: 0.2 L/s

Static Water Level: 28.085 m

Reference: all readings from top of plastic tubing

Stick up: 0.28 m

Observation Wells: none

Pump Start Time: 10:00 AM

Pump End Time: 5:08 PM

Analysis by: A. Kohut, P.Eng.

Drawdown Data:

Recovery Data:

Time (minutes)	Water Level (metres)	Drawdown (metres)	Time t (minutes)	Time t' (minutes)	Water Level (metres)	t/t'	Residual Drawdown (metres)
1	30.222	2.137	435	7	39.328	62.1	1.779
2	30.780	2.695	436	8	39.015	54.5	1.742
3	31.260	3.175	437	9	38.760	48.6	1.721
4	31.725	3.640	438	10	38.519	43.8	1.707
5	32.130	4.045	439	11	38.299	39.9	1.697
6	32.485	4.400	440	12	38.065	36.7	1.687
7	32.855	4.770	441	13	37.868	33.9	1.681
8	33.185	5.100	442	14	37.647	31.6	1.674
9	33.467	5.382	443	15	37.464	29.5	1.669
10	33.778	5.693	444	16	37.268	27.8	1.658
12	34.361	6.276	446	18	36.924	24.8	1.646
14	34.886	6.801	448	20	36.619	22.4	1.638
16	35.360	7.275	450	22	36.299	20.5	1.631
18	35.800	7.715	452	24	36.037	18.8	1.625
20	36.200	8.115	454	26	35.780	17.5	1.607
25	37.082	8.997	456	28	35.564	16.3	1.592
30	37.830	9.745	458	30	35.345	15.3	1.577
35	37.805	9.720	460	32	35.144	14.4	1.568
40	37.760	9.675	465	37	34.687	12.6	1.556
45	37.810	9.725	470	42	34.291	11.2	1.544
50	37.865	9.780	475	47	33.917	10.1	1.535
55	37.994	9.909	480	52	33.607	9.2	1.525
60	38.141	10.056	485	57	33.350	8.5	1.389
70	38.387	10.302	490	63	33.111	7.8	1.267
80	38.580	10.495	495	67	32.901	7.4	1.174
90	38.750	10.665					
100	39.000	10.915					
120	39.365	11.280					
140	39.545	11.46					
160	39.69	11.605					
180	39.772	11.687					
200	39.89	11.805					
240	40.535	12.45					
280	40.915	12.83					
320	40.995	12.91					
360	41.083	12.998					
400	41.532	13.447					
428	pump stopped, unable to restart						

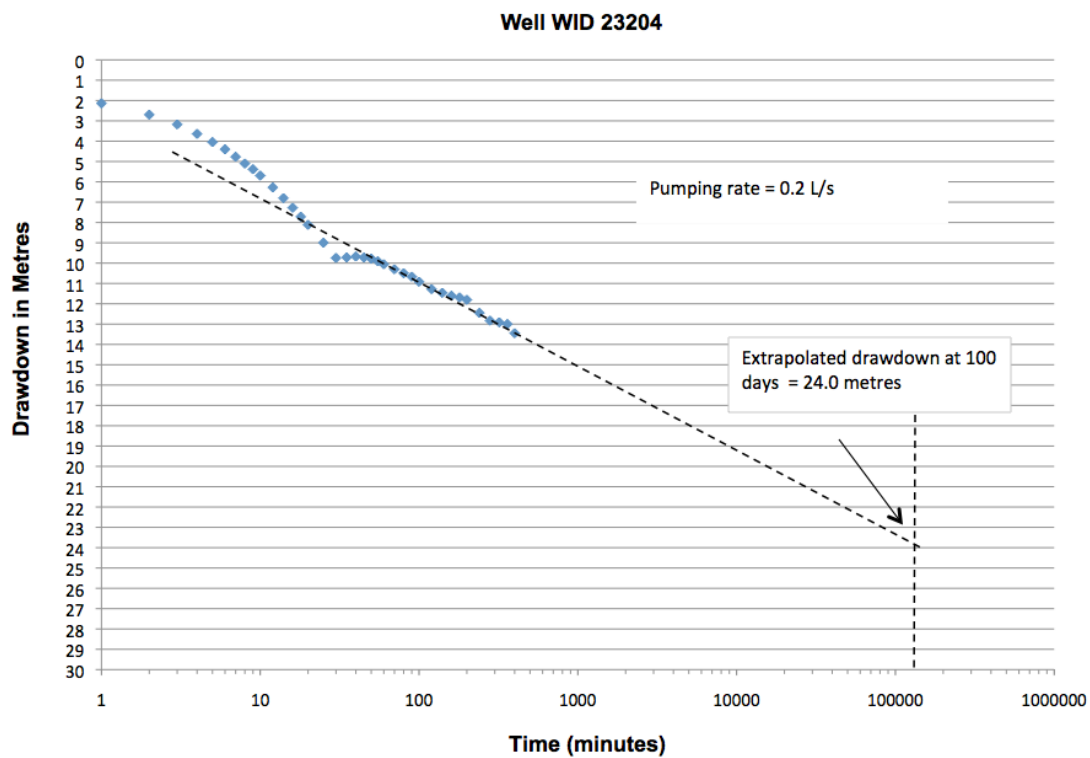


Figure 1. Drawdown plot for WID 23204, November 21, 2012.

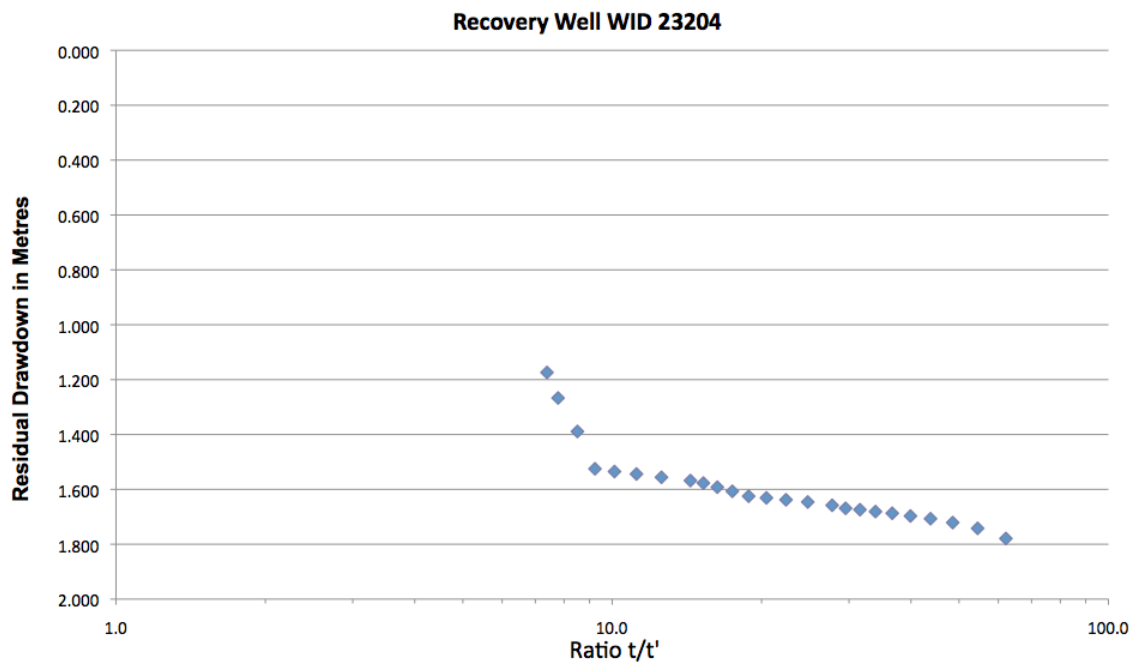


Figure 2. Recovery plot for WID 23204, November 21, 2012.

APPENDIX D

Water Quality Analyses

Maxxam Job #: B2A6291
Report Date: 2012/11/29

Hy-Geo Consulting

RESULTS OF CHEMICAL ANALYSES OF WATER

Maxxam ID				FB5636		
Sampling Date				2012/11/21 16:10		
	UNITS	Criteria A	Criteria 2 A	WID 23204	RDL	QC Batch
CONVENTIONALS						
Dissolved Nitrate (N)	mg/L	10		0.024	0.010	6367084
Dissolved Nitrite (N)	mg/L	1		<0.010	0.010	6367084
Misc. Inorganics						
Dissolved Chloride (Cl)	mg/L		250	13.2 ⁽¹⁾	5.0	6367084
Dissolved Fluoride (F)	mg/L	1.5		0.185	0.010	6367084
Dissolved Sulphate (SO4)	mg/L		500	7.83	0.50	6367084
Calculated Parameters						
Total Hardness (CaCO3)	mg/L			54.8	0.50	6365674
Misc. Inorganics						
Alkalinity (Total as CaCO3)	mg/L			135	0.50	6377758
Alkalinity (PP as CaCO3)	mg/L			<0.50	0.50	6377758
Bicarbonate (HCO3)	mg/L			165	0.50	6377758
Carbonate (CO3)	mg/L			<0.50	0.50	6377758
Hydroxide (OH)	mg/L			<0.50	0.50	6377758
MISCELLANEOUS						
True Colour	Col. Unit		15	35	5	6370409
Physical Properties						
Conductivity	uS/cm			294	1	6369418
pH	pH Units		6.5:8.5	7.9		6369416
Physical Properties						
Total Dissolved Solids	mg/L		500	210	10	6377562
Turbidity	NTU			8.5	0.1	6370402

RDL = Reportable Detection Limit

Criteria A: Guidelines for Canadian Drinking Water Quality - Health Based Maximum Acceptable Concentration.

Criteria 2 A: Guidelines for Canadian Drinking Water Quality - Aesthetic Objective.

(1) - RDL raised due to sample matrix interference.

Maxxam Job #: B2A6291
Report Date: 2012/11/29

Hy-Geo Consulting

ELEMENTS BY ATOMIC SPECTROSCOPY (WATER)

Maxxam ID				FB5636		
Sampling Date				2012/11/21 16:10		
	UNITS	Criteria A	Criteria 2 A	WID 23204	RDL	QC Batch
Total Metals by ICPMS						
Total Aluminum (Al)	ug/L			511	3.0	6377309
Total Antimony (Sb)	ug/L	6		<0.50	0.50	6377309
Total Arsenic (As)	ug/L	10		0.43	0.10	6377309
Total Barium (Ba)	ug/L	1000		4.0	1.0	6377309
Total Beryllium (Be)	ug/L			<0.10	0.10	6377309
Total Bismuth (Bi)	ug/L			<1.0	1.0	6377309
Total Boron (B)	ug/L	5000		84	50	6377309
Total Cadmium (Cd)	ug/L	5		<0.010	0.010	6377309
Total Chromium (Cr)	ug/L	50		<1.0	1.0	6377309
Total Cobalt (Co)	ug/L			<0.50	0.50	6377309
Total Copper (Cu)	ug/L		1000	2.05	0.20	6377309
Total Iron (Fe)	ug/L		300	274	5.0	6377309
Total Lead (Pb)	ug/L	10		0.27	0.20	6377309
Total Manganese (Mn)	ug/L		50	70.1	1.0	6377309
Total Mercury (Hg)	ug/L	1		<0.050	0.050	6377309
Total Molybdenum (Mo)	ug/L			1.1	1.0	6377309
Total Nickel (Ni)	ug/L			<1.0	1.0	6377309
Total Selenium (Se)	ug/L	10		<0.10	0.10	6377309
Total Silicon (Si)	ug/L			8730	100	6377309
Total Silver (Ag)	ug/L			<0.020	0.020	6377309
Total Strontium (Sr)	ug/L			61.9	1.0	6377309
Total Thallium (Tl)	ug/L			<0.050	0.050	6377309
Total Tin (Sn)	ug/L			<5.0	5.0	6377309
Total Titanium (Ti)	ug/L			9.8	5.0	6377309
Total Uranium (U)	ug/L	20		0.13	0.10	6377309
Total Vanadium (V)	ug/L			<5.0	5.0	6377309
Total Zinc (Zn)	ug/L		5000	5.8	5.0	6377309
Total Zirconium (Zr)	ug/L			<0.50	0.50	6377309
Total Calcium (Ca)	mg/L			17.9	0.050	6368377
Total Magnesium (Mg)	mg/L			2.45	0.050	6368377
Total Potassium (K)	mg/L			0.351	0.050	6368377
Total Sodium (Na)	mg/L		200	45.5	0.050	6368377
Total Sulphur (S)	mg/L			<3.0	3.0	6368377

RDL = Reportable Detection Limit

Criteria A: Guidelines for Canadian Drinking Water Quality - Health Based Maximum Acceptable Concentration.

Criteria 2 A: Guidelines for Canadian Drinking Water Quality - Aesthetic Objective.

Maxxam Job #: B2A6291
Report Date: 2012/11/29

Hy-Geo Consulting

MICROBIOLOGY (WATER)

Maxxam ID			FB5636		
Sampling Date			2012/11/21 16:10		
	UNITS	Criteria A	WID 23204	RDL	QC Batch
Microbiological Param.					
E. coli	MPN/100mL	0	46	1	6374665
Total Coliforms	MPN/100mL	0	>2400	1	6374665

RDL = Reportable Detection Limit

Criteria A: Guidelines for Canadian Drinking Water Quality - Health Based Maximum Acceptable Concentration.

Maxxam Job #: B2A7774
Report Date: 2012/11/28

Hy-Geo Consulting

MICROBIOLOGY (WATER)

Maxxam ID			FC5323		
Sampling Date			2012/11/27 09:55		
	UNITS	Criteria A	WID 23204	RDL	QC Batch
Microbiological Param.					
E. coli	MPN/100mL	0	6	1	6383291
Total Coliforms	MPN/100mL	0	290	1	6383291

RDL = Reportable Detection Limit

Criteria A: Guidelines for Canadian Drinking Water Quality - Health Based Maximum Acceptable Concentration.

sites. Infrastructure costs may be assisted by grants from CMHC and CRD.

Living as Stewards of the Environment

Less than 5% of the land is leased and more than 95% is protected. Each home will be designed and built by the leaseholder to the GreenLogic Standard, a standard being pioneered with this project. GreenLogic means long-term savings through the investment in the Logic of Green ideas: clustered, modest homes on leased land, built with an ecological footprint as a guide and restraint, creating an intentionally Green community. The GreenLogic goals are achieved through requirements such as harvested rainwater, superior insulation, and best-practice wastewater disposal.

Common lands are protected by an internal bylaw, and the Islands Trust rezoning Bylaw prohibits any further development.

Being Good Neighbours

Galiano Green takes seriously its responsibility to be good neighbours by:

- Protecting the natural forest ecosystem
- Protecting the aquifer by requiring home owners to install rain water catchment systems
- Restricting wood stoves and fires
- Requiring Fencing and Pet control
- Controlling noise, light and odors

Benefits to the Community

There are several community benefits that would result from this project; such as relieving stress on the crowded rental market, reversing the decline in school enrollment and creating housing for workers that provide much needed services.

What Makes Galiano Green Affordable?

Substantial cost savings are gained by eliminating the necessity of owning land and by sharing infrastructure costs such as roads, hydro, septic, and some water services.

Can I Afford This?

Future owners at Galiano Green are responsible to arrange the financing they need to complete their homes, including monthly costs, such as the land lease payment, taxes and insurance.

The Galiano Green Affordable Home Ownership project is intended to enable people to build a house for what they are paying for rent now (See website Affordability Calculations).

How Do I Know if I Qualify?

You may qualify if you:

- spend more than 30% of your income on shelter
- have the ability to pay for/build your home
- want to live in an intentional community
- have the ability to live cooperatively
- follow the application process as detailed in the Galiano Green Housing Agreement Bylaws.

How Do I Apply?

Download an application from the Galiano Green website or go to the Galiano Land and Community Housing Trust office at Manzanita Mall which is the office of Community Economic Development.

Contact us at : galianogreen.org/contact

How Can I Get Involved?

If you're not an applicant, but you would like to get involved, consider becoming a member of Galiano Land and Community Housing Trust. The Board of Directors meet bi-monthly. Membership is open to everyone and new members are always welcome. Please contact us at:

info@galianoaffordablehousing.org

Page No. 109

Galiano Green **Affordable Home Ownership**

A Project of

GALIANO LAND and COMMUNITY HOUSING TRUST



***Build your own Home
without the High Cost of Owning Land***

Do You Have a Dream?

Have you ever thought about Building your own green home without the high cost of owning land? What if you could own your own home for what you are paying for rent now? What if you had secure housing for 99 years and never had to worry about looking for another rental? Galiano Green is not a dream. It is happening. It could be your reality.

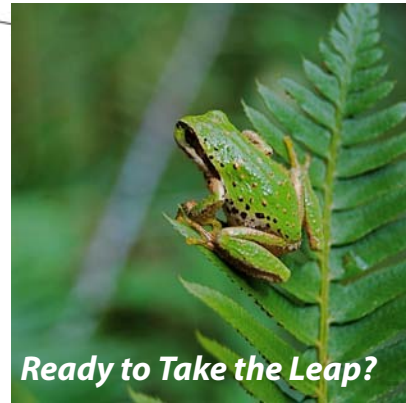
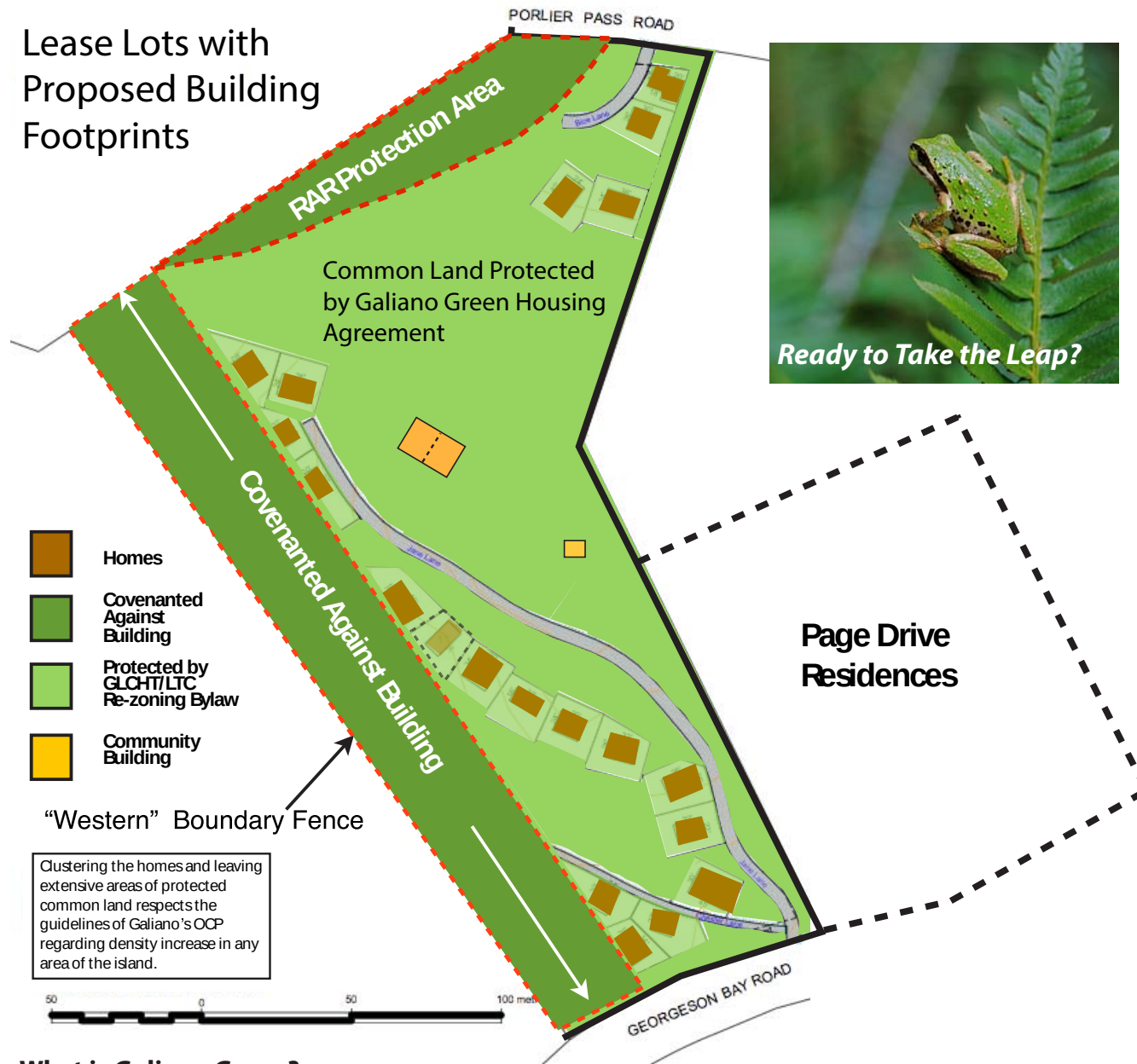
Do You Have a Plan?

Are you enthusiastic about the idea of building a green home by yourself or with the help of friends? Does a modest sized, sustainable home that is easy to build, easy to heat in the winter and easy to cool in the summer with low monthly electric bills sound good to you? Do you or your friends have the skills and resources to build a simple home?

Would You Like to Apply?

We are in the process of rezoning to permit affordable housing, which is contingent on a show of interest from potential applicants. Go to the website to review the application process at galianogreen.org.

Lease Lots with Proposed Building Footprints



Galiano Green's Vision

The vision of Galiano Green is to live lightly on the land by minimizing impact on the environment. Galiano Green aspires to be a model of low impact sustainable housing by protecting the ecosystem that protects us. Tree cutting will be controlled and houses will be placed in small clearings in the forest.

This opportunity is ideal for people who take sustainability and environmental issues seriously.

A Bit of History

The Galiano Land and Community Housing Trust (GLCHT), a non-profit society was established in 1997. Census data (2009) identified Galiano as having the greatest need for secure, affordable housing within the Trust Area. After years of work by many members of the Galiano community the Board concluded that its first project would use a land trust model. This project is only one kind of affordable housing solution but, with limited funds, it's the kind we can make happen, here and now, on Galiano.

The high cost of land and restrictions on zoning are making it difficult for children of families and young people to stay on Galiano.

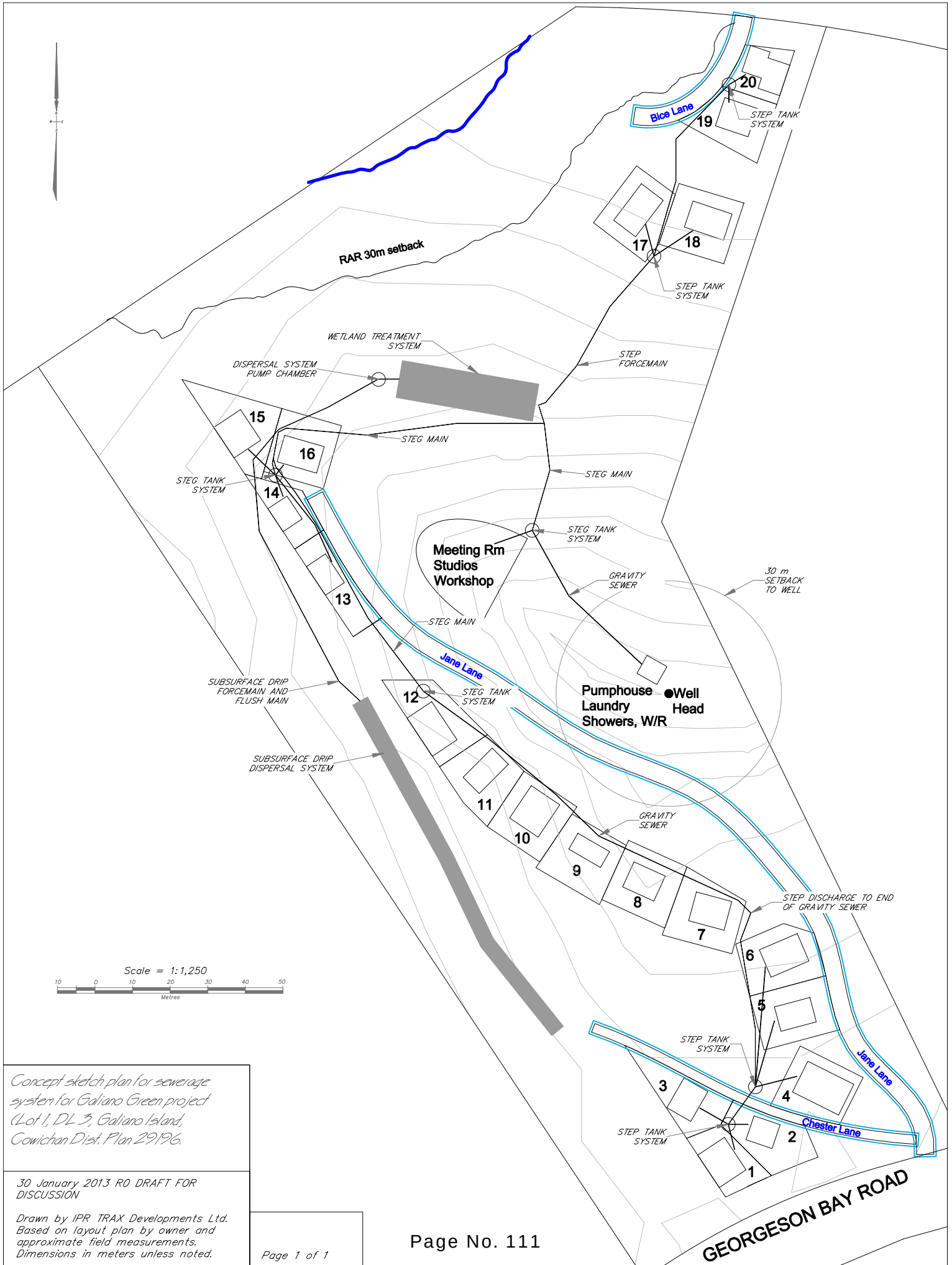
The Galiano Green Solution

Galiano Green is an affordable housing project designed to remove the obstacle of high land prices to make it possible for singles, couples and families of low to moderate income to get a good start in life by building their own home in the Galiano Community.

Land has been purchased by GLCHT specifically for the purpose of having Green homes built and owned by individuals in need of secure and affordable housing. The interim financing for this purchase was made possible by the generosity of a number of Galiano residents. The mortgage will be repaid by the lease payments on the house

What is Galiano Green?

Galiano Green is an affordable home ownership project; purposely located at one of Galiano's two "village" centres. The project affords easy access by foot to 12 community amenities and is ideally located for community housing. Rezoning permits 20 homes, ranging from 500 to 1000 square feet; with monthly lease payments between \$175-300. Each home owner will be responsible for harvesting, storing and treating enough rainwater to serve that household's needs. The property has a separate well with a significant supply. There will be two buildings; one up to 500 sq.ft. for laundry and shower and eventually, a multi-use building of up to 2500 sq.ft. which could include a meeting area, a kitchen, a day care, and a day care.

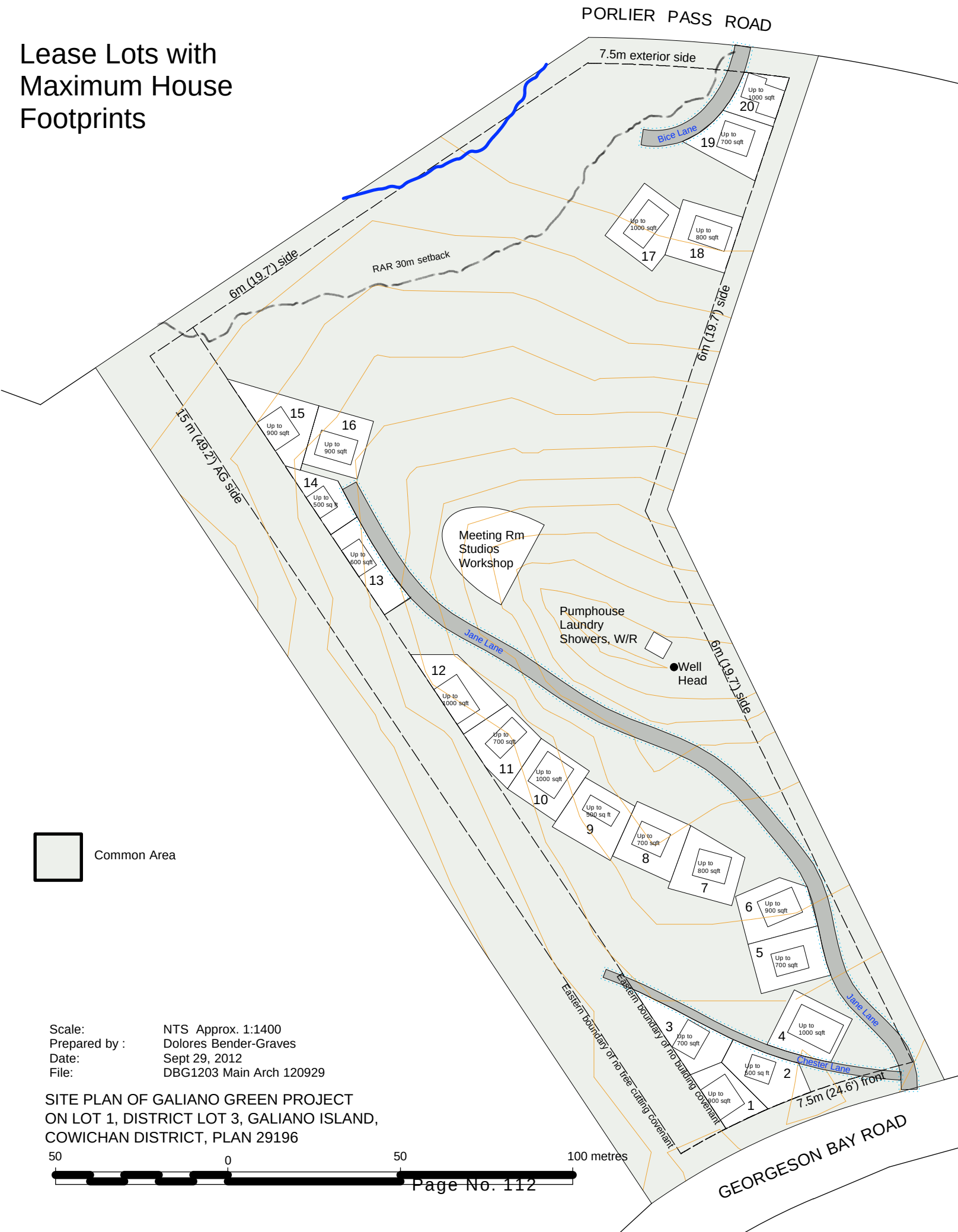


Concept sketch plan for sewerage system for Galiano Green project (Lot 1, DL 3, Galiano Island, Cowichan Dist. Plan 29196.

30 January 2013 R0 DRAFT FOR DISCUSSION

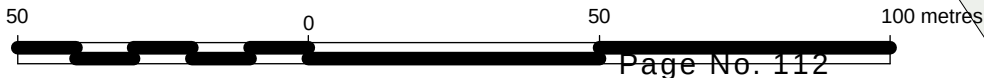
Drawn by IPR TRAX Developments Ltd. Based on layout plan by owner and approximate field measurements. Dimensions in meters unless noted.

Lease Lots with Maximum House Footprints



Scale: NTS Approx. 1:1400
 Prepared by : Dolores Bender-Graves
 Date: Sept 29, 2012
 File: DBG1203 Main Arch 120929

SITE PLAN OF GALIANO GREEN PROJECT
 ON LOT 1, DISTRICT LOT 3, GALIANO ISLAND,
 COWICHAN DISTRICT, PLAN 29196



Galiano Green Attainable Housing Project

LOT NUMBER	ADDRESS	MAXIMUM HOUSE FOOTPRINT	LEASE LOT SIZE	LEASE LOT RATE	ANTICIPATED # OF OCCUPANTS
1	#1 Chester Lane	900	2250	\$275.00	4
2	#2 Chester Lane	500	3000	\$175.00	1
3	#3 Chester Lane	700	2850	\$225.00	2
4	#4 Chester Lane	1000	3250	\$300.00	4
5	#5 Jane Lane	700	3300	\$225.00	2
6	#6 Jane Lane	900	3350	\$275.00	4
7	#7 Jane Lane	800	3350	\$250.00	2
8	#8 Jane Lane	700	3300	\$225.00	2
9	#9 Jane Lane	500	3350	\$175.00	1
10	#10 Jane Lane	1000	3200	\$300.00	4
11	#11 Jane Lane	700	3050	\$225.00	2
12	#12 Jane Lane	1000	3350	\$300.00	4
13	#13 Jane Lane	600	2600	\$200.00	2
14	#14 Jane Lane	500	1900	\$175.00	1
15	#15 Jane Lane	900	3400	\$275.00	4
16	#16 Jane Lane	900	3100	\$275.00	4
17	#17 Bice Lane	1000	3200	\$300.00	4
18	#18 Bice Lane	800	3300	\$250.00	2
19	#19 Bice Lane	700	3000	\$225.00	2
20	#20 Bice Lane	1000	2000	\$300.00	4
				\$4,950.00	55
Community Bldg. Meeting Room, Studios, Workshop	Jane Lane	2640			
Pumphouse. Laundry, Showers, Washrooms	Jane Lane	360			



STAFF REPORT

February 5, 2013

File No.: GL-DVP-2012.5

To: Galiano Island Local Trust Committee
Robert Kojima, Regional Planning Manager

From: Kim Farris,
Planner 1

CC: Kris Nichols,
Island Planner

Re: Development Variance Permit for 18715 Porlier Passage Drive.

Owner: Katherine Bird and George Bird
Applicant: same
Location: Lot 11, District Lot 83, Galiano Island, Cowichan District, Plan 21831

THE PROPOSAL:

This application seeks to vary Article 9.3.6.2 (interior side lot line setback) in the Galiano Island Land Use Bylaw 127, 1999 in order to legalize the siting of a hot tub and surrounding deck. The proposed permit would reduce the interior side lot line setback from 6.0 metres to 1.5 metres. In addition, the applicants are requesting the Galiano Island Local Trust Committee waive the requirement for a surveyed site plan as per Section 2.24 of the General Regulations. The application is a result of a bylaw compliant (Fall 2010) due to the hot tub noise which the applicants have since resolved.

SITE CONTEXT:

The west-facing waterfront property is located at the northwestern end of Galiano Island fronting Trincomali Channel. The subject property is 0.7 hectare (1.74 acre) in area and is zoned Visitor Accommodation (Resort) - C4. The subject property is surrounded by Small Lot Residential zoned parcels to the north, a Rural Residential zoned property to the northeast, an undeveloped road dedication to the south, and a Marine Commercial Water zone to the southwest. Porlier Pass Road bisects the property into two sections. The property owners operate a seasonal resort (Madrona Lodge Resort by the Sea) on the eastern portion of the property. A private residence and accessory buildings are located on the western portion of the property.

The property owners installed a hot tub and deck for personal and commercial use in 2006 within the interior side yard setback on the eastern portion of the lot. The existing structure includes a hot tub, surrounding deck with railing and lattice screening supported by wooden beams and cement pillars. The hot tub structure is located within the northwestern interior lot line setback (Figure 2). A site plan drawn by the applicant is included in this staff report (Figure 3) in substitute for the required site plan prepared by a B.C. Land Surveyor as per Section 2.24 of the General Regulations in the Galiano Island Land Use Bylaw 127, 1999.

Figure 1: Subject Property Map

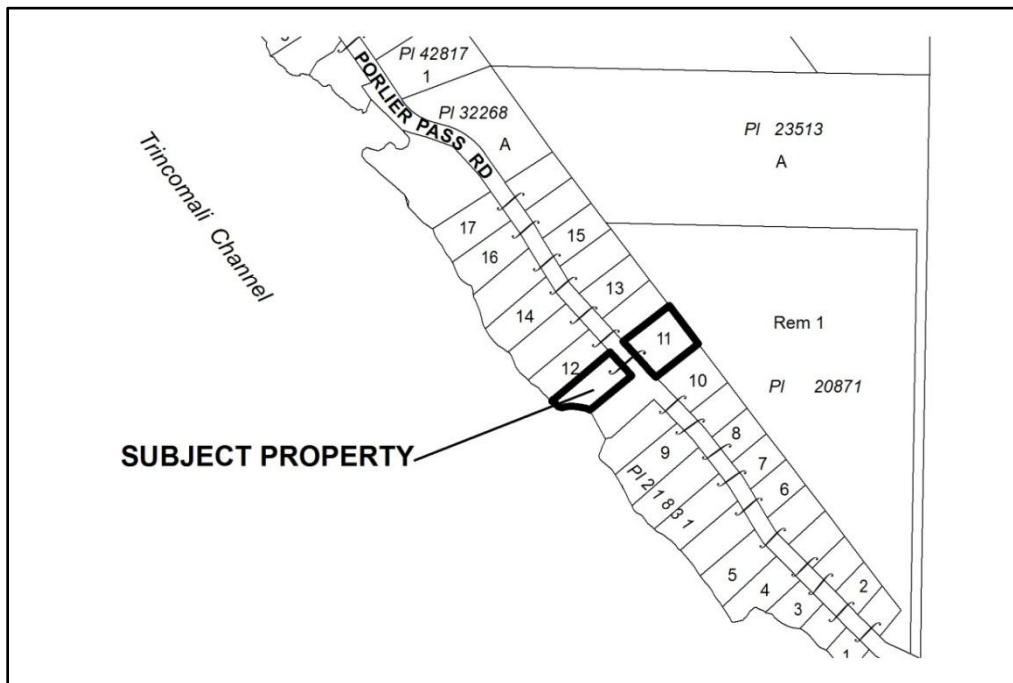


Figure 2: Orthophoto and 2 metre Contour Lines

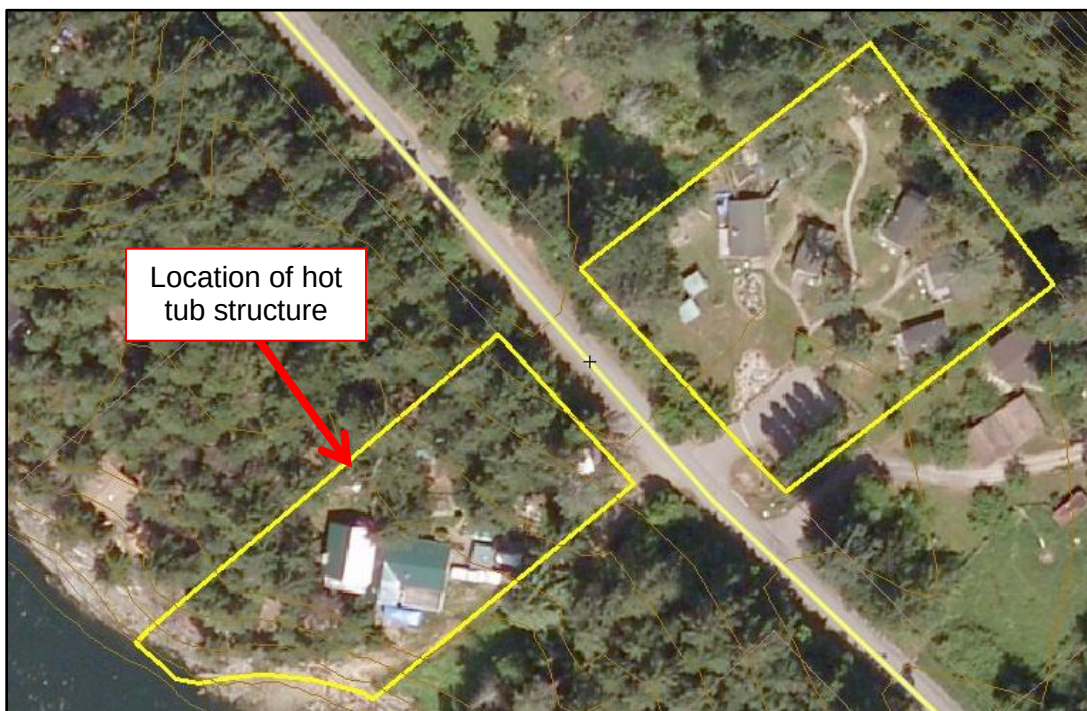


Figure 3: Location of Hot Tub and Deck Structure (Hand-drawn by Applicant)

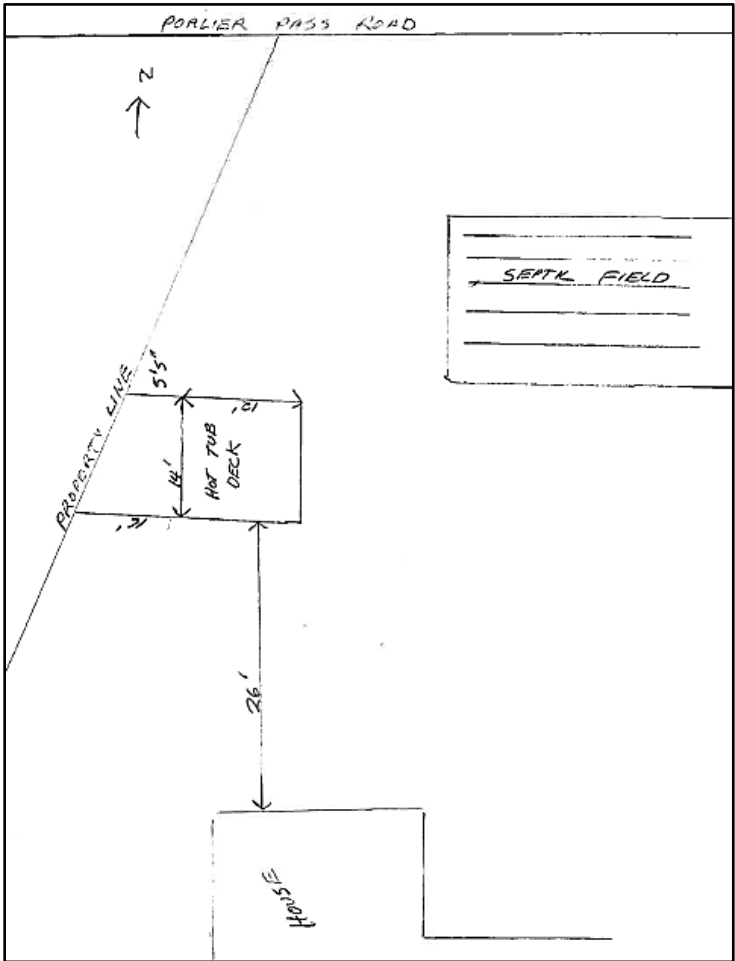
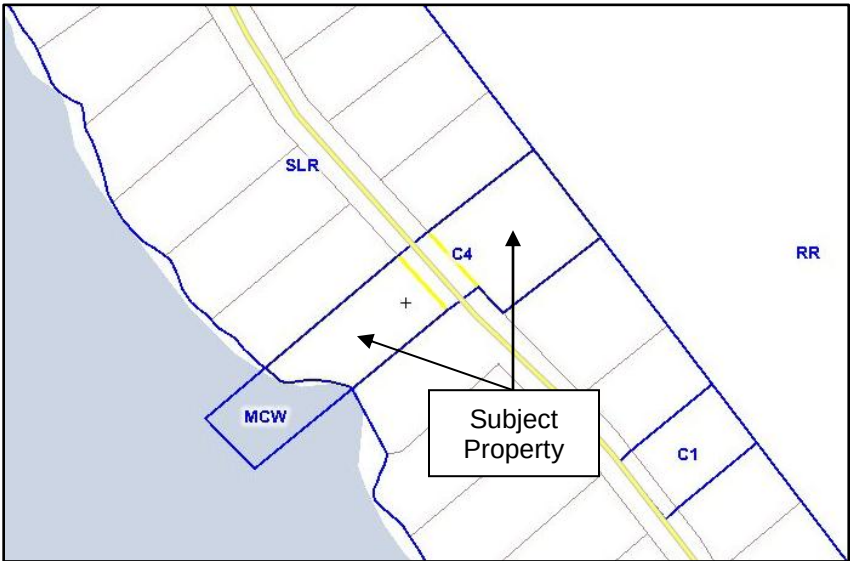


Figure 4: Zoning Map



Picture 1 – Looking northwest towards hot tub and interior side lot line



Picture 2 – Looking west towards the sea and interior side lot line



Picture 3 – Looking southwest towards dwelling unit and the sea



Picture 4 – Looking northeast towards backyard of residence and Porlier Pass Road



CURRENT PLANNING STATUS OF SUBJECT LANDS:

Trust Policy Statement:

This application is not in contravention of the Trust Policy Statement and there are no directive policies relevant to this application.

Official Community Plan

The property is designated Visitor Accommodation (VA) in the Official Community Plan.

Land Use Bylaw

The property is zoned Visitor Accommodation (Resort) – C4 in the Galiano Island Land Use Bylaw 127, 1999. The specific regulations relevant to this application include:

Article 9.3.6.2 - Buildings and structures must be sited at least 6 metres from each interior side lot line, except where the lot line is common to a lot in a commercial or industrial zone, in which case the required distances is 3 metres.

In addition, the applicants have not provided a site plan prepared by a B.C. Land Surveyor as required in Section 2.24 of the General Regulations (below). The Galiano Island Local Trust Committee has the authority to waive this requirement.

Section 2.23 - Every applicant for a building permit must provide to the building inspector a plan signed by a B.C. Land Surveyor showing the location on the lot of all existing and proposed buildings, structures and sewage absorption fields in relation to lot and zone boundaries, watercourses, wells and the sea, and in relation to other buildings on the lot, unless the building inspector determines that the provision of such a plan is not reasonably necessary to establish that proposed buildings, structures and sewage absorption fields comply with the siting requirements of this bylaw.

Section 2.24 - Every applicant for a development permit or a development variance permit must provide a plan as described in section 2.20 [this should read 2.23] unless the Galiano Island Local Trust Committee makes the determination referred to in that section.

Islands Trust Fund:

This application has no considerations for the Island Trust Fund.

Development Permit Areas (DPA):

The structure is located within the Commercial and Industrial Form and Character DPA, but is not subject to the development permit requirements as the construction was completed prior to the adoption of the new development permit guidelines on November 25, 2011.

Sensitive Ecosystems and Hazard Areas:

According to the sensitive ecosystem mapping, a portion of the property along the waterfront is located within a Woodland sensitive area (Figure 5). The existing structure is not located within the identified sensitive ecosystem.

The steep slope hazard mapping shows low and medium hazards in the southwest corner of the property where the slope is the steepest (Figure 6).

Figure 5: Sensitive Ecosystems Map

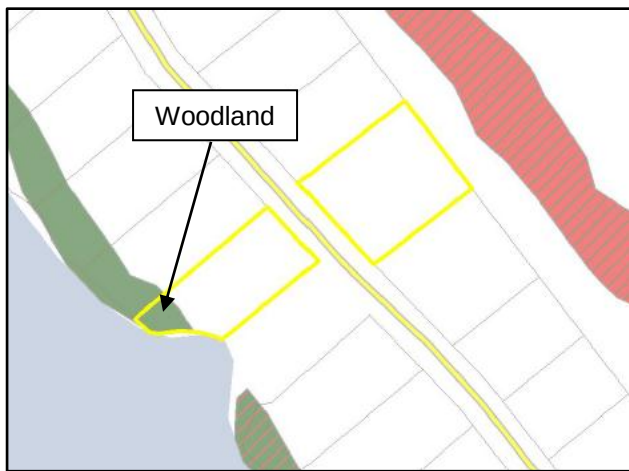
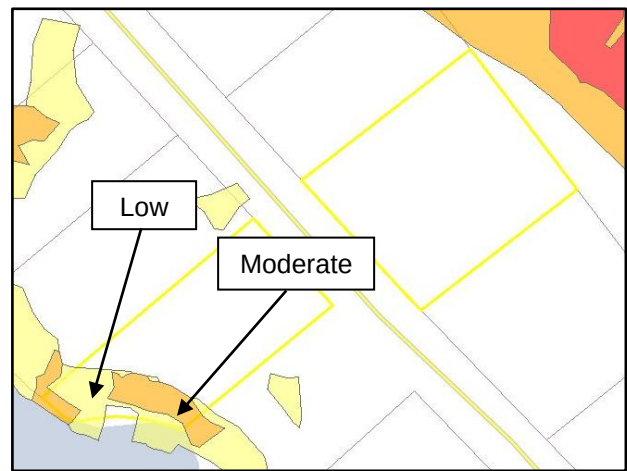


Figure 6: Hazard Areas Map



Archaeological Sites:

There is significant potential that a registered archeological site is located on the portion of the property fronting the waterfront. As there is no ground disturbance associated with this application and the existing structures are not located near the potential archeological site, reporting to the Archaeological Branch is not required. Should the applicants unearth any archaeological materials in the future, they are advised to halt any work and contact the Archaeological Branch immediately.

Covenants:

There are no covenants registered on the property.

Bylaw Enforcement:

There is a bylaw enforcement file GL-BE-2010.5 open for this property regarding the operating noise and location of the hot tub. The property owners have replaced the motor in the hot tub which has subsequently reduced the noise level. Should this application for a development variance permit to legalize the siting of the hot tub structure be successful, GL-BE-2010.5 would be closed.

Climate Change Mitigation and Adaptation:

This application has no direct bearing on climate change mitigation and adaptation.

Shoreline Type:

The shoreline is classified as Rock (sea cliff) Shoreline. There are no anticipated impacts to the shoreline associated with this application.

CRD Building Inspection:

The hot tub and deck structure is required to have a building permit as the structure supports a use (hot tub) and is greater than 10 m² in area. The CRD is aware that the structure was built without a building permit and may pursue the applicant to apply for a building permit.

RESULTS OF CIRCULATION:

Notices were circulated to surrounding property owners and residents on January 25, 2013. The notification period will end on February 16, 2013. At the writing of this staff report, there were two public submissions (see Attachments 3 & 4) from immediate neighbors to the north. Both neighbours expressed concerns the lack of privacy due to the location of the hot tub. Any additional comments will be brought forward at the February 18, 2013 Galiano Local Trust Committee meeting.

ISSUES SUMMARY:

Applicant's stated rationale for the proposed variance. The applicants have stated that the hot tub and surrounding deck was constructed too close to the property line by their error in 2006. To address the bylaw enforcement file, the applicants replaced all necessary hot tub mechanics to reduce the hot tub motor noise. The applicants believe that the cost to relocate the hot tub structure to comply with the land use bylaw would be an expensive endeavor and may disturb the natural surroundings.

The overall intent of the regulation being varied. The overall purpose of setback requirements for the interior side lot line is to ensure a safe separation between uses, reduce impacts on neighbouring uses, maintain a consistent pattern of development and the maintenance of green space.

Potential impacts of granting a variance. Granting a variance can potentially create an expectation in the community with regard to future applications. As variances consider the unique circumstances pertaining to a particular situation that may warrant the relaxation of a specific zoning regulation, it is unlikely to generate expectations for other landowners. Each application is evaluated on its own merits.

STAFF COMMENTS:

This variance is to legalize the siting of a non-conforming hot tub and surrounding deck structure. The application is a result of a bylaw complaint due to the hot tub noise and location within the interior lot line setback. The applicants have requested a variance to reduce the interior side lot line setback from 6.0 metres to 1.5 metres.

The location of the hot tub structure does not appear to impact negatively on the adjacent lot. The residence on the adjacent property is located toward the waterfront and down a rocky and vegetated slope from the hot tub location. The hot tub structure is built with lattice screening facing the adjacent property for privacy and to lessen the visual impact for the neighbours. The owners have replaced the motor eliminating the noise that was the initial cause for the bylaw enforcement complaint. Moving the hot tub and surrounding deck structure to comply with the setback requirements would disturb the surrounding area. A septic field, residence, accessory buildings, and mature vegetation restrict the property owners to move the hot tub structure linear to meet the interior lot line setbacks. If the applicants relocate the structure to conform to the required setbacks, a Commercial Development Permit and Building Permit may be required. The owners would also incur considerable costs to move the hot tub due to the construction of the surrounding deck, railing, and concrete supports.

The applicants have not provided a site plan prepared by a B.C. Land Surveyor as required in Section 2.24 of the General Regulations. The applicants are aware of the risks of not providing

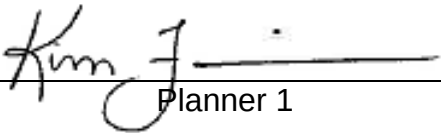
a survey and believe the hot tub structure is more than 1.5 metres from the interior side lot line. As the existing structure appears to be 1.5 metres from the lot line, staff supports the request to waive the requirement for a site plan prepared by a B.C. Land Surveyor.

Staff is of the opinion that the proposed building does not conflict with the intent of the Galiano Island LUB and that the siting of the hot tub and surrounding deck structure in its existing location should be permitted.

RECOMMENDATIONS:

1. THAT the Galiano Island Local Trust Committee approve development variance permit GL-DVP-2012.5 (Bird).
2. And further, that the Galiano Island Local Trust Committee has determined that a plan signed by a B.C. Land Survey is not reasonably necessary for development variance permit GL-DVP-2012.5 (Bird)

Prepared and Submitted by:


Planner 1

January 24, 2013

Date

Concurred in by:


Regional Planner Manager

January 24, 2013

Date

Attachments 1 to 4



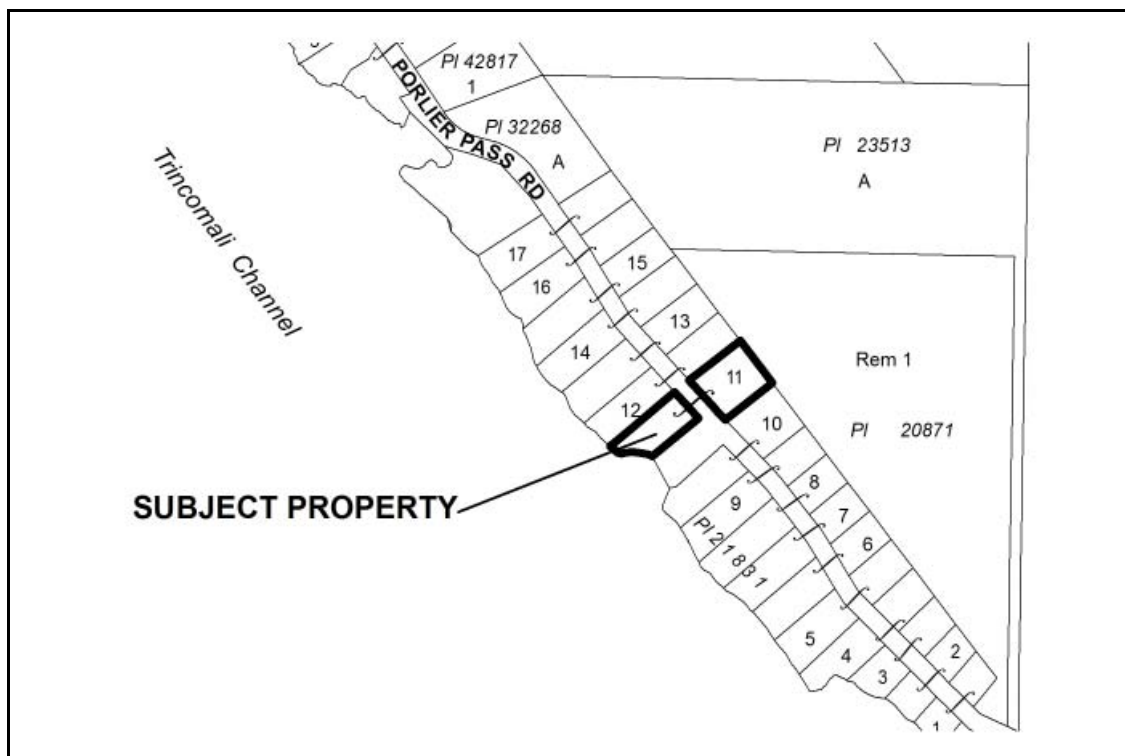
NOTICE
GL-DVP-2012.5
GALIANO ISLAND LOCAL TRUST COMMITTEE

NOTICE is hereby given that the Galiano Island Local Trust Committee will be considering a resolution allowing for the issuance of a Development Variance Permit, pursuant to Section 922 of the *Local Government Act*.

The proposed permit would vary Article 9.3.6.2 of the Galiano Island Land Use Bylaw 127, 1999 to legalize the siting of an existing hot tub and surrounding deck structure. The permit would reduce the interior lot line setback from 6.0 metres to 1.5 metres which would bring the existing structure into conformity with the current land use bylaw.

The property is located at 18715 Porlier Passage Drive. The property is legally described as Lot 11, District Lot 8, Galiano Island, Cowichan District, Plan 21831.

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



A copy of the proposed permit may be inspected at the Islands Trust Office, 200 - 1627 Fort Street, Victoria, B.C. V8R 1H8 between the hours of 8:30 a.m. to 4:30 p.m. Monday to Friday inclusive, excluding statutory holidays, commencing January 28, 2013 and continuing up to and including February 14, 2013.

For the convenience of the public only, and not to satisfy Section 922(5) (c) of the *Local Government Act*, additional copies of the Proposed Permit may be inspected at various Notice Boards on Galiano Island,

B.C., commencing January 28, 2013. Also, attached for your convenience is a copy of the proposed permit.

If you have any questions or comments please contact the Planner 1, Kim Farris at (250) 405-5194; for Toll Free Access, request a transfer via Enquiry BC: In Vancouver 660-2421 and elsewhere in BC 1-800-663-7867 before 4:30 p.m., February 14, 2013..

Written comments may be mailed to Islands Trust, 200 – 1627 Fort Street, Victoria BC V8R 1H8; faxed to (250) 405-5155; or emailed to information@islandstrust.bc.ca before 4:30 p.m., February 14, 2013.

The Galiano Island Local Trust Committee may give consideration to the proposed permit during their regular business meeting starting at 1:00 p.m., February 18, 2013 at the South Community Hall, 141 Sturdies Bay Road, Galiano Island, BC.

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

Kathy Jones
Deputy Secretary



GALIANO ISLAND LOCAL TRUST COMMITTEE

DEVELOPMENT VARIANCE PERMIT

GL-DVP-2012.5

TO: George and Katherine Bird

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

Lot 11, District Lot 8, Galiano Island, Cowichan District, Plan 21831
2. "Galiano Island Land Use Bylaw 127, 1999" is varied as follows to legalize the siting of an existing hot tub and surrounding railed deck with screening lattice:
 - a) Article 9.3.6.2 of the Galiano Island Land Use Bylaw 127, 1999 is varied to permit the siting of an existing hot tub and surrounding deck structure as close as 1.5 metres from the interior side lot line.
3. All work must be consistent with that shown on Schedule 'A' attached to and forming part of this permit.
4. This permit is not a building permit and does not remove any obligation on the part of the permittee to comply with all other requirements of "Galiano Island Land Use Bylaw 127, 1999" and to obtain other approvals necessary for completion of the proposed development, including approval of Capital Regional District, Vancouver Island Health Authority and the Ministry of Transportation and Infrastructure.

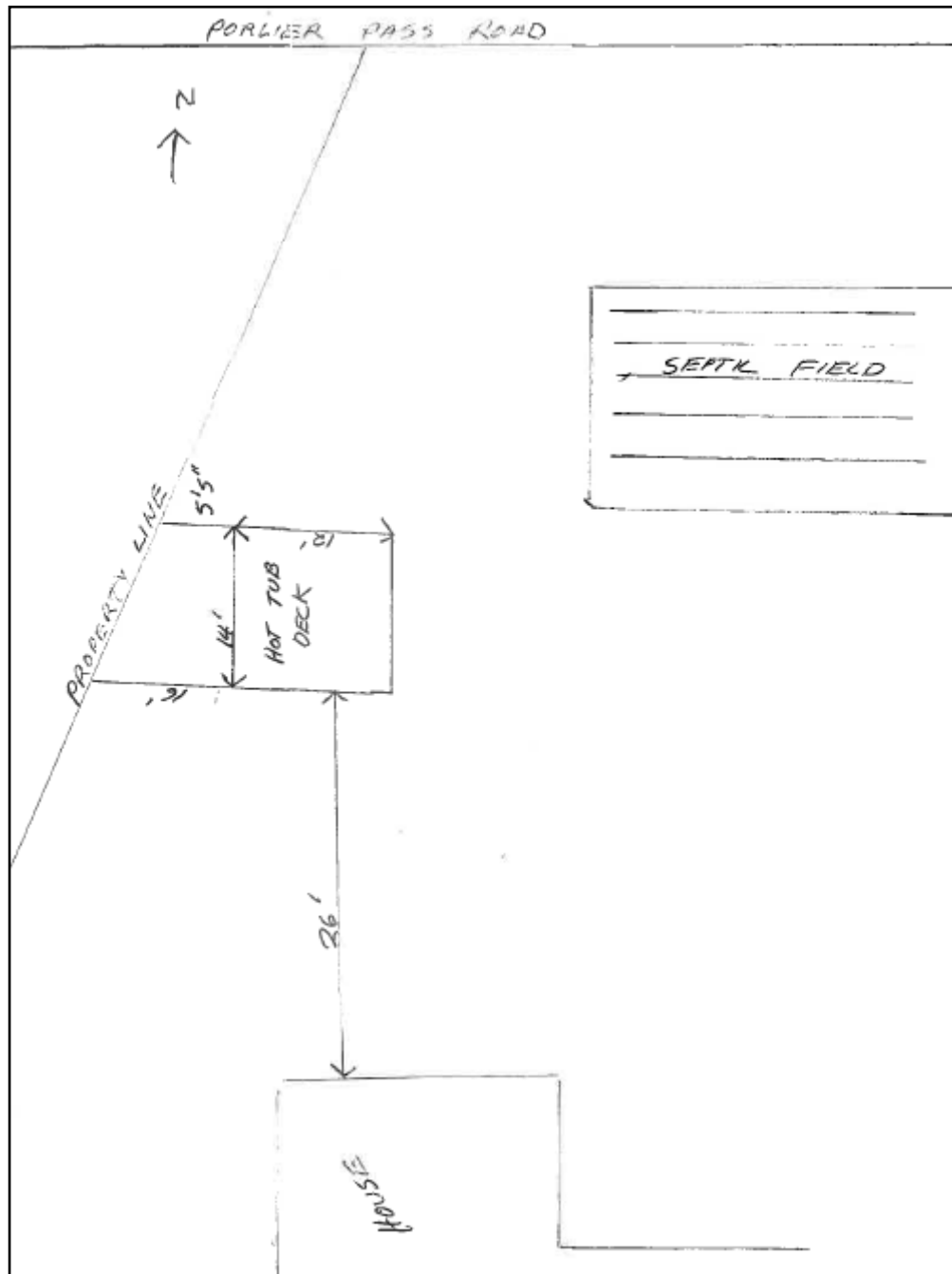
**AUTHORIZING RESOLUTION PASSED BY THE GALIANO ISLAND LOCAL TRUST COMMITTEE THIS
____ DAY OF _____, 201_ .**

Deputy Secretary, Islands Trust

Date of Issuance

**IF THE DEVELOPMENT DESCRIBED HEREIN IS NOT COMMENCED BY THE ____ DAY OF _____,
201_, THIS PERMIT AUTOMATICALLY LAPSES.**

GALIANO ISLAND LOCAL TRUST COMMITTEE
GL-DVP-2012.5
SCHEDULE 'A'





Gwen and Hart Will
3981 West 32nd Ave., Vancouver, B.C. V6S 1Z4
Tel: 604-228-8122

January 22, 2013

Kim Farris, Planner
Islands Trust
200-1627 Fort Street
Victoria, B.C. V8R 1H8

Re: Development Variance Permit for hot tub GL-DVP-2012.5

Dear Kim:

Following my brief telephone conversation with you yesterday, Hart and I would like to submit a written comment on the above issue.

About 3 or 4 years ago our neighbour on Galiano, Kate Bird, showed us around her property and mentioned her plan for a hot tub and its approximate future location. We immediately raised concerns that our privacy would be restricted by such a structure and made various suggestions of different sites; however, Kate appeared to have decided already to have it built at the present site.

During the next visits to our cottage we observed the construction right next to our driveway and decided to have a living hedge of bushes and trees planted along the lot line for more privacy and also for aesthetic reasons.

By now the steady 24-hour rumble of the hot tub pump "greeted" us and our visitors every time we came to Galiano. We approached George and tried to discuss how the pump noise could be muffled or whether the pump could be switched off while we were there. Unfortunately, we were met with complete lack of cooperation and decided to file a noise complaint with the Island Trust By-law Enforcement Officer, Mr. Geoff Kinnear, who also found the nose level too high and gave Kate and George a deadline of June 1, 2012 to make changes to the pump. Mr. Kinnear was eventually satisfied with the reduced noise level; however, he was concerned that the legal setback of 6 meters from the lot line had NOT been respected.

On January 19, 2013, Hart received a "courtesy call" from George regarding his Development Variance Permit Application, in which he asked us "to put a good word in" for his application. He also informed Hart that we would get a copy of said document from the Island Trust which we received on January 21, 2013 in the mail.

Hart and I are planning to attend the Local Trust Committee meeting on February 18th, 2013, in order to argue for the removal of the illegal hot tub structure. In the meantime, the pump is still disturbingly humming away and our privacy issue remains.

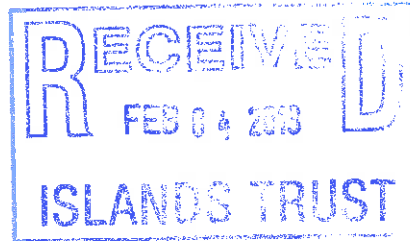
Respectfully,

Gwen White

Hart Min

PS. Question: Was a building permit required to build the hot tub?

cc. Chris Nicols, Island Planner



Jan 30/13

Dear Sir / Madame,

Re the letter I received about
a variance Permit for lot 11, DLS
Cowichan District Plan 21831

I would like to comment about
the hot tub, its surrounding deck +
lattice screens.

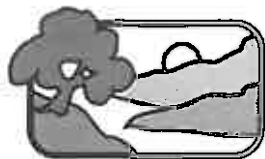
It is very close to the neighbouring
property and right beside their
driveway.

In no way is it secluded. It
is totally open to the neighbour +
seems obtrusive.

I do not want to appear un-
neighbourly but I feel there is
concern re this case. Therefore
I cannot support the granting
of this variance.

Sincerely
Edith Russell

lot 13.



Islands Trust

BYLAW REFERRAL FORM

1-500 Lower Ganges Road
Salt Spring Island, BC BC V8K 2N8
Ph: (250) 537-9144
Fax: (250) 537-9116
sslinfo@islandstrust.bc.ca
www.islandstrust.bc.ca

Island: Salt Spring Island Trust Area **Bylaw No.:** 465 **Date:** January 22, 2013

You are requested to comment on the attached Bylaw for potential effect on your agency's interests. We would appreciate your response within 30 days. If no response is received within that time, it will be assumed that your agency's interests are unaffected. For your information a Public Hearing to consider the Bylaw will be held in the near future.

APPLICANTS NAME / ADDRESS:

Salt Spring Island Conservancy.

PURPOSE OF BYLAW:

To amend Land Use Contract Bylaw No. 12 to discharge it from the subject property.

GENERAL LOCATION:

Blackburn Road, Salt Spring Island.

LEGAL DESCRIPTION:

Lot 1, Section 86, South Salt Spring Island, Cowichan District, Plan 17652.

SIZE OF PROPERTY AFFECTED:

13.19 ha (32.58 acres)

ALR STATUS:

Yes

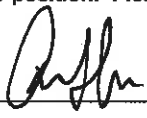
OFFICIAL COMMUNITY PLAN DESIGNATION:

Watershed – Agriculture (WA)

OTHER INFORMATION:

See attached staff report.

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


(Signature)

Name: Caitlin Brownrigg

Title: Planner 1

This referral has been sent to the following agencies:

Provincial Agencies

Agricultural Land Commission
Ministry of Agriculture
Ministry of Environment
Ministry of Transportation & Infrastructure

Regional Agencies

CRD Building Inspection
CRD Regional Parks
Vancouver Island Health Authority

Non-Agency Referrals

BC Ambulance Service
North Salt Spring Waterworks District
SSI Fire-Rescue
CRD Transportation Commission (Kees Ruurs)
CRD Engineering Services (Kees Ruurs)

Adjacent Local Trust Committees and Municipalities

Galiano Island Local Trust Committee
Mayne Island Local Trust Committee
North Pender Island Local Trust Committee
Thetis Island Local Trust Committee for Kuper Island

BYLAW REFERRAL FORM RESPONSE SUMMARY

☐

Approval Recommended for Reasons Outlined Below

☐

Approval Recommended Subject to Conditions Outlined Below

☐

Interests Unaffected by Bylaw

☐

Approval Not Recommended Due to Reason Outlined Below

Salt Spring Island Local Trust Area

(Island)

465

(Bylaw Number)

(Signature)

(Title)

(Date)

(Agency)



Islands Trust

BYLAW REFERRAL FORM

1-500 Lower Ganges Road
Salt Spring Island, BC BC V8K 2N8
Ph: (250) 537-9144
Fax: (250) 537-9116
ssiinfo@islandstrust.bc.ca
www.islandstrust.bc.ca

Island: Salt Spring Island Trust Area Bylaw No.: 466 Date: January 22, 2013

You are requested to comment on the attached Bylaw for potential effect on your agency's interests. We would appreciate your response within 30 days. If no response is received within that time, it will be assumed that your agency's interests are unaffected. For your information a Public Hearing to consider the Bylaw will be held in the near future.

APPLICANTS NAME / ADDRESS:

Salt Spring Island Conservancy.

PURPOSE OF BYLAW:

To amend Land Use Bylaw No. 355 to rezone the subject property from Agriculture 2 (A2) to Agriculture 2 Zone Variation (b) – A2(b) to permit administrative and education uses for conservation purposes.

GENERAL LOCATION:

Blackburn Road, Salt Spring Island.

LEGAL DESCRIPTION:

Lot 1, Section 86, South Salt Spring Island, Cowichan District, Plan 17652.

SIZE OF PROPERTY AFFECTED:

13.19 ha (32.58 acres)

ALR STATUS:

Yes

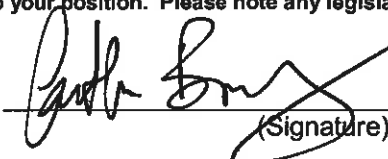
OFFICIAL COMMUNITY PLAN DESIGNATION:

Watershed – Agriculture (WA)

OTHER INFORMATION:

See attached staff report.

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


(Signature)

Name: Caitlin Brownrigg

Title: Planner 1

This referral has been sent to the following agencies:

Provincial Agencies

Agricultural Land Commission
Ministry of Agriculture
Ministry of Environment
Ministry of Transportation & Infrastructure

Regional Agencies

CRD Building Inspection
CRD Regional Parks
Vancouver Island Health Authority

Non-Agency Referrals

BC Ambulance Service
North Salt Spring Waterworks District
SSI Fire-Rescue
CRD Transportation Commission (Kees Ruurs)
CRD Engineering Services (Kees Ruurs)

Adjacent Local Trust Committees and Municipalities

Galiano Island Local Trust Committee
Mayne Island Local Trust Committee
North Pender Island Local Trust Committee
Thetis Island Local Trust Committee for Kuper Island

BYLAW REFERRAL FORM RESPONSE SUMMARY

☐

Approval Recommended for Reasons Outlined Below

☐

Approval Recommended Subject to Conditions Outlined Below

☐

Interests Unaffected by Bylaw

☐

Approval Not Recommended Due to Reason Outlined Below

Salt Spring Island Local Trust Area

(Island)

466

(Bylaw Number)

(Signature)

(Title)

(Date)

(Agency)



STAFF REPORT

File No.: GL 6500-20 (LUB Review)

To: Galiano Local Trust Committee
For the meeting of February 18, 2012

From: Kris Nichols
Island Planner

CC: Robert Kojima
Regional Planning Manager

Re: Galiano Bylaw No. 238, Amendment No. 3, 2012
A Bylaw to Amend Galiano Island Land Use Bylaw No. 127, 1999

BACKGROUND:

The proposed amendment would permit the owner of Lot 46 to be able to construct a dwelling on their lot. The zoning permits the construction of a dwelling, but only if it is accessible by a dedicated highway. The amendment would remove the requirement for a dedicated highway.

The LTC has indicated that it would prefer that should the amendment be approved with the owner granting a covenant reserving future road dedication over the lot such as is indicated in the Road Network Plan (Schedule C) in the OCP. This would be done at final reading.

The Galiano Island Local Trust Committee (LTC) at the November 19, 2012 meeting reviewed the draft bylaw. The LTC passed the following resolution:

"It was Moved and Seconded that Galiano Island Local Trust Committee Draft Bylaw No. 238 cited as "Galiano Island Land Use Bylaw No. 127, 1999, Amendment No.3, 2012" be given First Reading."

A second resolution was passed that the proposed bylaw be forwarded to the Galiano Island Advisory Planning Commission (APC) for review and comment.

STAFF COMMENTS:

Agency Referrals:

The proposed bylaw has been forwarded to the APC and other agencies for review and comment. As of the writing of this report two comments have been received:

1. Ministry of Transportation and Infrastructure as having no objections.
2. The Galiano Island Advisory Planning Committee passed the following motion:
"It was Moved and Seconded that the Commission support Proposed Bylaw Amendment 238, dependent on the registry of a Covenant on the title of the property concerned, to reserve both future road dedication and statutory right of way for Emergency lane through the same property in accordance with the Road Newtwork Plan, Schedule C of the Official Community Plan."

Requested Cost Estimate:

Staff were also requested to obtain a cost estimate of a Section 219 covenant and possible survey related to Proposed Bylaw No. 238.

It was determined that a Section 219 covenant will require a proper survey plan showing the area for highway dedication. It has to be accurately defined if it is to be dedicated. The estimated costs to draft and register such an agreement is approximately \$400.00. An estimate of what it would cost to complete a survey that will re-establish the boundaries of D.L. 46 and to post limits of the approximate 300m road with survey monuments would be about \$4000.00. The total estimated cost for the survey and to register a Section 219 preserving future dedication of the road would be approximately \$4400.00.

Staff Summary:

Staff have also notified the owner that the LTC has requested that a suitably worded Section 219 covenant reserving future highway dedication prior to final adoption of Proposed Bylaw No. 238 be provided. In a recent conversation with the owner, they have stipulated that while they are in full agreement with the need for this road dedication for future use, they do not feel that they should be responsible for any costs associated with it.

Therefore, it is recommended not to proceed further knowing that the costs will not be covered by the landowner prior to final reading, unless the LTC wishes to assume the payment of the costs or that the bylaw can continue without the future dedicated road covenant and survey.

The Galiano Island Local Trust Committee has the following options to consider:

- To defeat Bylaw No. 238 and proceed no further.

- To proceed with giving Bylaw No. 238 second reading and direct staff to schedule a public hearing.

RECOMMENDATIONS:

1. **THAT** the Galiano Island Local Trust Committee defeat proposed Bylaw No. 238 and proceed no further.

Prepared and Submitted by:



Kris Nichols

February 8, 2013

Date

Concurred in by:



February 8, 2013

Date



Memorandum

Date February 7, 2013 File Number GL-6500-20

To Galiano Island Local Trust Committee

From Robert Kojima
Regional Planning Manager

Re Galiano Development Permit Area Implementation

The purpose of this memo is to update the LTC on the status of the DPA implementation project. This is a Work Program Top Priority; however as it is primarily a series of administrative initiatives the LTC has not been directly involved in much of the work. The following table summarizes each work item and its current status:

Item	Description	Status
DAI Bylaw	Draft and forward to TC a Development Approval Information Bylaw that would authorize staff to require the specific professional reports necessary to assess the impacts of proposed development within DPA	Completed DAI Bylaw adopted Oct 2012
DPA compilation map	Prepare a map delineating all DPAs on single sheet. This is not an official schedule but a compilation for convenience. Copies for staff use, posted to website, Building Inspection and in on-island office	Completed
Meetings with affected agencies	Meet with CRD Building Inspection and MOTI development technicians to provide update on new DPA	Completed
Create DPA guideline Checklists	Create checklists for each DPA, for internal use in application review. Checklist is completed by planner for each application, confirming compliance with each relevant DPA guideline, and is attached to staff report for LTC review.	Completed
DAI Checklists	Create checklists for each DAI section, for use by applicants' professional consultants. If used, this will ensure that the consultants address each information requirement, or address why specific information may not be relevant. To be distributed with application or in pre-application meeting with planner, post to website	Completed
Community stewardship education	Shoreline stewardship workshop – February 23 rd Follow-up workshop on eel grass mapping and forage fish habitat to be scheduled	On-going
Fact Sheets	Create fact sheets for landowner/professional/public use, 1 brochure generally explaining DPAs and individual fact sheets for each DPA	On-going
DP tracking	Track issued DPs internally, for follow-up to monitor compliance	On-going

	with DP conditions. Initially tracking in a spreadsheet, to be incorporated in TAPIS upgrade later in 2013	
New application package	Develop new package for applicants, incorporating revised application form, DAI checklist, and information sheets	Pending
Review fees bylaw	LTC could consider amending fee bylaw to reduce fees for ecosystem DPA applications. Work require inclusion in work program	Pending

The expectation is that staff will substantially complete the remaining work by March 31st (end of the fiscal year)

For the LTC's information I have attached a copy of the DAI checklist and a draft of a DPA brochure currently under development.

pc Kris Nichols, Island Planner

Attachments: DAI Checklist
DPA brochure (Draft)

Galiano Island Local Trust Committee

Development Approval Information Checklist

Development Permit Area Applications

The attached checklists are intended to assist consulting professionals in submitting complete and relevant reports. A completed checklist(s) for each relevant Development Permit Area should be submitted to the Islands Trust along with all professional reports.

Instructions

Landowners/applicants should ensure that:

1. The relevant checklist(s) is provided to all their consulting professionals
2. A completed checklist is submitted with the professional reports
3. If not all information is provided in the report or with the application, that the professional has consulted with, and obtained prior approval, of the Islands Trust.

Consulting Professionals:

1. Complete and attach the relevant checklist(s) to your professional report indicating that the report has addressed all relevant development approval information requirements.
2. Where the professional is of the opinion that because of the nature of the site or the development proposal specific information is not relevant, the professional should:
 - a. Contact the planner as early as possible and consult on the need for the particular information;
 - b. Describe clearly in the report why the particular information is not relevant; and
 - c. Indicate on the checklist that the information is not applicable (N/A)
3. Where a site is designated within two or more DPAs, all relevant checklists should be completed.

Note: it is at the determination of the Islands Trust planner whether or not specific information is required. Failure to provide complete information without prior consultation with and the approval of the Islands Trust may result in delays in processing an application or requirements for additional information.

Pursuant to Galiano Island Local Trust Committee Development Approval Information Bylaw No 148, 2012, the applicant shall provide, as part of a development permit application, a report prepared by a qualified professional with relevant experience containing the following information. Where a professional is of the opinion that any of the following information requirements are not relevant for the proposal in question, the professional shall indicate the rationale for such an opinion, either in the body of the report or in a separate certification. The determination of whether and what extent that development approval information is required is at the discretion of the Islands Trust official.

OFFICE USE ONLY

File No: _____

RIPARIAN AREAS DEVELOPMENT PERMIT AREA (DPA 1)			Office Use only
	Information and Documentation Required	✓	
Site Plan	Professionally prepared plan at an appropriate scale and based on a legal survey, containing the following:		
	The proposed development and associated features		
	The development permit area boundary		
	Existing buildings and structures		
	Roads and driveways		
	Topographic features		
	The locations of the top of bank		
	The high water mark		
	SPEA widths and the width of any zones of sensitivity		
	Where development would occur on slopes exceeding 20% grade: site profiles and cross sections demonstrating terrain conditions prior to disturbance		
Site Inventory	A site inventory providing a description and evaluation of the riparian values, including species of fish that frequent the waterbody, and riparian features and habitat present		
Development Proposal	A description of the proposed development detailing construction, cut and fill, blasting, road or driveway construction, vegetation clearing, alteration to hydrological systems, alterations affecting the watercourse, septic field installation, landscaping, or other land alteration during or after the development phase. Alternative development options.		
Impact Assessment	An assessment of the nature and extent of the impact of the proposed development consisting of the following:		
	For a stream: the results of the riparian assessment, using a detailed or simple assessment as indicated in the Riparian Areas Regulation, and establishing the Streamside Protection and Enhancement Area (SPEA) width for the subject parcel.		
	For other watercourses: an assessment of anticipated impacts on riparian habitat and features, the watercourse, and site hydrology.		
	The assessment should identify impacts stemming from the construction phase, the intended long-term use of the site, and any cumulative impacts of development		
Measures	For a stream: a description of all measures that will be taken to maintain and protect the SPEA from development, including, where appropriate, assessment and treatment of danger trees, windthrow, slope stability, tree protection during construction, encroachment and sediment and erosion control.		
	For other watercourses: recommended measures to limit, mitigate and manage the impacts of the proposed development on riparian habit and features, the watercourse, and site hydrology.		
Monitoring	Recommended monitoring requirements, identifying actions that will be taken to ensure all proposed activities are completed as described, including a monitoring schedule and process for resolving any non-compliance		

RIPARIAN AREAS DEVELOPMENT PERMIT AREA (DPA 1)			Office Use only
	Information and Documentation Required	✓	
Restoration	Recommended actions to restore or enhance riparian functions or habitat that have been degraded prior to development or that would be impacted by the proposed development		
Certification	For a stream, professional certification by the Qualified Environmental Professional(s) preparing the report that he or she is qualified to carry out the assessment, that the assessment methods have been followed, and providing his or her professional opinion that:		
	i. If the development is implemented as proposed there will be no harmful alteration, disruption or destruction of natural features, functions and conditions that support fish life processes in the riparian assessment area, or		
	i. If the streamside protection and enhancement areas identified in the report are protected from the development and the measures identified in the report as necessary to protect the integrity of those areas from the effects of the development are implemented by the developer, there will be no harmful alteration, disruption or destruction of natural features, functions and conditions that support fish life processes in the riparian assessment area.		

File No: _____

SHORELINE AND MARINES AREAS DEVELOPMENT PERMIT AREA (DPA 2)			Office Use only
	Information and Documentation Required	✓	
Site Plan	Professionally prepared plan at an appropriate scale and based on a legal survey, containing the following:		
	The proposed development and associated features		
	The natural boundary of the sea		
	The development permit area boundary		
	Existing buildings and structures		
	Roads and driveways		
	Significant features identified in the site inventory		
	Where development would occur on slopes exceeding 20% grade: site profiles and cross sections demonstrating terrain conditions prior to disturbance		
Site Inventory	A site inventory providing information on existing plant communities, marine and terrestrial habitats, current on-site and adjacent land uses, slope stability, erosional processes, hydrology, topography and marine sediment transport.		
Development Proposal	A description of the proposed development detailing construction, cut and fill, blasting, road or driveway construction, vegetation clearing, alteration to hydrological systems, alterations affecting the marine foreshore, septic field installation, landscaping, or other land alteration during or after the development phase. Alternative development options.		
Impact Assessment	An assessment of the nature and extent of the impact of the proposed development consisting of anticipated impacts on the following:		
	Marine and terrestrial habitat		
	Site hydrology		
	Marine sediment transport		
	Public access to and along the foreshore		
	The assessment should identify impacts stemming from the construction phase, the intended long-term use of the site, and any cumulative impacts of development in the area, including on adjacent and proximate sites		
Measures	A description of all measures to limit, mitigate and manage the impacts of the development on:		
	terrestrial and marine habitat		
	geomorphic, hydrological and coastal processes		
	A description of mitigation measures and their anticipated effectiveness in maintaining the health, form and function of environmentally valuable features.		
Monitoring	Recommended monitoring requirements, identifying actions that will be taken to ensure all proposed activities are completed as described, including a monitoring schedule and process for resolving any non-compliance		

SHORELINE AND MARINES AREAS DEVELOPMENT PERMIT AREA (DPA 2)			Office Use only
	Information and Documentation Required	✓	
Restoration	Recommended actions to restore or enhance ecosystem functions or habitat that have been degraded prior to development or that would be impacted by the proposed development		

OFFICE USE ONLY

File No: _____

TREE CUTTING AND REMOVAL DEVELOPMENT PERMIT AREA (DPA 3)			Office Use only
	Information and Documentation Required	✓	
Site Plan	Professionally prepared plan at an appropriate scale and based on a legal survey, containing the following:		
	The area of proposed cutting or removal of trees		
	Existing buildings and structures		
	Topographic features		
	Roads and driveways		
	Significant features identified in the site inventory		
	Where development would occur on slopes exceeding 20% grade: site profiles and cross sections demonstrating terrain conditions prior to disturbance		
Site Inventory	A site inventory providing information on existing, pre-development timber species and quantities, current on-site and adjacent land uses, slope stability, erosional processes, hydrology and topography.		
Development Proposal	A description of the proposed work detailing volume, rate and species of timber to be harvested. Alternative options.		
Impact Assessment	An evaluation of the sustainability of the proposed rate of harvest, based on the principle that the cutting rate over any ten-year or greater period should not exceed 75% of the cumulative annual growth in the stand for that same period.		
	An unqualified statement by a professional hydrogeologist stating that the proposed timber harvesting will not adversely impact aquifer(s), existing wells, or surface water bodies in terms of water quality and quantity.		
	Where such a statement cannot categorically be made, the report should include specific recommendations on well and aquifer protection measures which would result in the requirement being met		
Monitoring	Recommended monitoring requirements, identifying actions that will be taken to ensure all proposed activities are completed as described, including a monitoring schedule and process for resolving any non-compliance		

File No: _____

ELEVATED GROUNDWATER CATCHMENT DEVELOPMENT PERMIT AREA (DPA 4)			Office Use only
	Information and Documentation Required	✓	
Site Plan	Professionally prepared plan at an appropriate scale and based on a legal survey, containing the following:		
	The proposed development and associated features		
	The development permit area boundary		
	Existing buildings and structures		
	Roads and driveways		
	Topographic features		
	Significant features identified in the site inventory		
	Where development would occur on slopes exceeding 20% grade: site profiles and cross sections demonstrating terrain conditions prior to disturbance		
	A map of all currently used water wells, springs and surface water features within a radius of at least 1 km of the development site.		
Site Inventory	A site inventory providing information on: - pre-existing development conditions - current on-site and adjacent land uses - slope stability - erosional processes - hydrology - surface water bodies - topography		
	A background analysis including the following:		
	A description of the hydrogeological system and setting, including the type of aquifer, aquifer boundaries, local surficial and bedrock geology, physical hydrogeology, local surface water features, estimated recharge area and conditions and climate;		
	A conceptual model of groundwater occurrence and groundwater-surface interaction;		
	A description of existing users within 1.0 km of the development site;		
	A preliminary pre-development water budget;		
	Water quality, including characterization of natural groundwater quality, potability, as well as possibility of contamination;		
	Methodology and, if applicable, uncertainties and limitations of the report.		
Development Proposal	A description of the proposed development detailing: - Construction - cut and fill - blasting - road or driveway construction - vegetation clearing - alteration to hydrological systems - alterations affecting the marine foreshore - septic field installation - landscaping - other land alteration during or after the development phase.		

ELEVATED GROUNDWATER CATCHMENT DEVELOPMENT PERMIT AREA (DPA 4)			Office Use only
	Information and Documentation Required	✓	
	Alternative development options.		
Impact Assessment	An assessment consisting of:		
	Cumulative effects analysis;		
	Impact to existing groundwater users, identification of the potential groundwater protection issues in the area and risk of saline intrusion;		
	Impact to surface water where applicable;		
	Other potential impact implications.		
Measures	Conclusions and recommendations consisting of:		
	A summary of the results and impact assessment		
	An unqualified statement that the proposed development will not adversely impact aquifer(s), existing wells, or surface water bodies in terms of water quality and quantity		
	where such a statement cannot categorically be made, specific recommendations on well and aquifer protection measures which would result in the requirement being met.		
Monitoring	Recommended monitoring requirements, identifying actions that will be taken to ensure all proposed activities are completed as described, including a monitoring schedule and process for resolving any non-compliance		

File No: _____

SENSITIVE ECOSYSTEMS DEVELOPMENT PERMIT AREA (DPA 5)			Office Use only
	Information and Documentation Required	✓	
Site Plan	Professionally prepared plan at an appropriate scale and based on a legal survey, containing the following:		
	The proposed development and associated features		
	The development permit area boundary		
	Existing buildings and structures		
	Roads and driveways		
	Topographic features		
	Significant features identified in the site inventory		
	Where development would occur on slopes exceeding 20% grade: site profiles and cross sections demonstrating terrain conditions prior to disturbance		
Site Inventory	A site inventory providing information on the ecosystem classification, based on current best practices, providing information on: - existing plant communities - aquatic and terrestrial habitats - sensitive ecosystems - nesting trees - the presence of rare species and rare plant communities - current on-site and adjacent land uses - slope stability - erosional processes - hydrology - topography		
	Site background analysis that includes the following known information: - A check for observed species and ecosystems at risk - A description of the context of the site including the use of adjacent lands and proximity to protected areas - A check for the presence of raptor and heron nests - A check for the presence of fish-bearing water courses		
Development Proposal	A description of the proposed development detailing construction, cut and fill, blasting, road or driveway construction, vegetation clearing, alteration to hydrological systems, septic field installation, landscaping, or other land alteration during or after the development phase. Alternative development options.		
Impact Assessment	An assessment of the nature and extent of the impact of the proposed development consisting of anticipated impacts on the following:		
	Sensitive ecosystems		
	Rare plant communities		
	Rare species habitat		
	Site hydrology		
	The assessment should identify impacts stemming from the construction phase, the intended long-term use of the site, and any cumulative impacts of development in the area, including on adjacent and proximate sites		
Measures	A description of all measures to limit, mitigate and manage the		

SENSITIVE ECOSYSTEMS DEVELOPMENT PERMIT AREA (DPA 5)			Office Use only
	Information and Documentation Required	✓	
	impacts of the development on environmentally valuable features		
	A description of mitigation measures and their anticipated effectiveness in maintaining the health, form and function of environmentally valuable features.		
Monitoring	Recommended monitoring requirements, identifying actions that will be taken to ensure all proposed activities are completed as described, including a monitoring schedule and process for resolving any non-compliance		
Restoration	Recommended actions to restore or enhance ecosystem functions or habitat that have been degraded prior to development or that would be impacted by the proposed development		

OFFICE USE ONLY

File No: _____

STEEP SLOPE HAZARD DEVELOPMENT PERMIT AREA (DPA 7)			Office Use only
	Information and Documentation Required	✓	
Site Plan	Professionally prepared plan at an appropriate scale and based on a legal survey, containing the following:		
	Topographic features and showing 1 to 5 metre contour intervals		
	The development permit area boundary		
	Existing and proposed buildings and structures		
	Roads and driveways		
	Proposed site grading and post development contours		
	Significant natural features		
	Where development would occur on slopes exceeding 20% grade: site profiles and cross sections demonstrating terrain conditions prior to disturbance		
Site Inventory	An assessment of potential geotechnical hazards that may affect the subject site and neighbouring properties. This should include a summary of the method of hazard analysis and the level of field work.		
Development Proposal	A description of the proposed development detailing construction, cut and fill, blasting, road or driveway construction, vegetation clearing, alteration to hydrological systems, alterations affecting the marine foreshore, septic field installation, landscaping, or other land alteration during or after the development phase. Alternative development options.		
Impact Assessment	An assessment of whether the proposed development would result in an acceptable probability of a geotechnical hazard.		
Measures	Recommendations for measures to reduce hazards on the subject site and neighbouring properties.		
Monitoring	Recommended monitoring requirements, identifying actions that will be taken to ensure all proposed activities are completed as described, including a monitoring schedule and process for resolving any non-compliance		



GALIANO ISLAND

Development Permit Areas

A number of areas on Galiano Island have been designated as development permit areas, or DPAs. If you are the owner of a property that is wholly or partly within one of the areas, you may need to obtain a development permit before initiating certain kinds of land altering activities within these areas on your property.

What is a Development Permit Area?

A DPA is an area of land or water that has been designated in the Official Community Plan as requiring a permit before some types of development can proceed. DPAs are used by local governments in BC to establish design criteria, to protect natural features, or to protect development from natural hazards. At present, Galiano Island has seven DPA designations. Within each of these designations land alteration, construction and subdivision are restricted until a development permit is obtained. The DPAs on Galiano Island are intended to protect sensitive or rare natural environments, protect development from hazardous conditions or to guide the form and character on commercially and industrially zoned properties.



How Do I Find Out if my Land is Affected by a DPA?

To determine whether your land is impacted a DPA refer to the Section 5 of the OCP and Map Schedules F, G, H and I in the Galiano Island Official Community Plan (OCP). Copies of the OCP are available in the local trustee office on Galiano or on the Islands Trust website at www.islandstrust.bc.ca/ltc/gl/bylaws. There is also an unofficial DPA map which consolidates all the DPAs into a single map available on the Galiano webpage: www.islandstrust.bc.ca/ltc/gl/. In addition, Islands Trust Planning staff will assist you if you have any questions. Contact information is provided at the end of this document.

What is a Development Permit?

A Development Permit (DP) is a type of development approval issued by a local government. DPs are in addition to other approvals, such as building permits or subdivision approval. A landowner cannot undertake a subdivision, new construction or land alteration within a DPA without first obtaining a development permit. While a DP cannot preclude permitted



development, it can include conditions consistent with the DPA guidelines, such as attaching specific plans or requiring mitigation measures. A DP can also include variances where relaxation of zoning regulation (like a setback) can minimize impacts on a sensitive area.

How Do I Know if I Need a Development Permit?

If you plan to build, alter or subdivide land that is located within a DPA, you may need a permit. To check, refer to the OCP, each DPA includes guidelines, and exemptions, for each DPA designation. If you have any questions, contact Islands Trust planning staff. You would **not** need a development permit for buildings or development located within a DPA that were present prior to approval of the bylaw, for development outside of a DPA, or for development that is exempt from the need for a development permit.

How Do I Apply for a Permit?

If you need a permit, request an application form from the Islands Trust or download the online application form from www.islandstrust.bc.ca/lup/appforms.cfm.

Are There Exemptions for a Permit?

Yes. All DPA guidelines include exemptions from the need to obtain a permit for certain activities. DPA have exemptions for farm practices, forest management activities, maintenance of existing structures and landscaping, fencing, walking trails, and removal of dangerous or invasive vegetation. If you have any questions Islands Trust planning staff are available to assist you.

What if my Property is in Two DPAs?

You only need to submit one application and pay one fee. If you have any question please contact planning staff as they can determine whether more than one DPA applies to a property. Where two DPAs apply, the guidelines of both apply. In such cases, one permit is issued.

How Long Does it Take to Get a Permit?

It depends on the nature of the application. If a permit is required, the application will have to be processed by planning staff and put before the Local Trust Committee (LTC) for their review and decision.

The LTC meets monthly. Once a complete application is submitted, it typically takes 4 to 6 weeks to process an application, depending on the complexity of the site, the completeness of the application and supporting information, and the timing of LTC meetings.



Am I Required to Hire the Services of a Professional?

Probably, depending on the nature of the proposal and to what extent it impacts a DPA. The DPA guidelines contained in the OCP and an administrative bylaw called a Development Approval Information Bylaw clearly outline the specific requirements associated with each DPA. It is strongly recommended that you contact Islands Trust staff before proceeding with a development permit application in order to fully understand the nature of the potential options and requirements available to you.

How is an application assessed and who approves it?

Islands Trust planning staff can give you advice on the application process and options for developing your property. If you do need to apply for a permit, a planner assigned to Mayne Island will review your application, plans and any professional reports in relation to the DPA guidelines in the OCP, and make a recommendation to the LTC. The LTC will then consider issuance of the permit at a regular meeting. There is no public hearing or notification for a development permit application.



Are There Benefits to Having a DPA on your Property?

Prospective residents increasingly desire communities that actively protect and integrate the natural features and spaces, and consider the appearance of industrial and commercial developments. Research indicates that green space and properties with natural and treed areas are worth 5-20% more than properties without these features. Properties affected by environmental DPAs may qualify for the Natural Area Protection Tax Exemption Program (NAPTEP), which provides a 65% savings on property taxes over areas covenanted under this program. More information on NAPTEP is available from Islands Trust staff or from www.islandstrustfund.bc.ca/naptep.

How Much Does a Permit Cost?

The application fee varies depending on the type of DP Area. For ecosystem DPAs that protect the natural environment and DPAs that protect development from hazardous conditions, the fee is \$440. For DPAs that guide form and character of commercial development, the fee is \$660.

CONTACTING THE ISLANDS TRUST

Phone

Toll Free via Enquiry BC: 1.800.663.7867

Request the phone or fax number provided below

For general enquiries: 250.405.5151

Fax

250.405.5155

Email

View Islands Trust website for staff contacts and email addresses.

Mail

Islands Trust
200 – 1627 Fort St.
Victoria, BC V8R

Website

www.islandstrust.bc.ca/ltc/gl





Top Priorities

Galiano Island

No.	Description	Activity	Received/Initiated	Responsibility	Target Date	Status
1	LUB update	1. Amendments resulting from OCP review 2. Review of regulations for geo-thermal exchange use. 3. Review of split-zoned lot regulations 4. review of regulations pertaining to strata common property 5. Review of Parking Regulations - on-site parking 6. Sign Regulations 7. Review of zoning regulations for Lions' Hall 8. Review of FLR and F2 zoning and Land Transportation policy (o) requirement 9. Review zoning of small F1 lots that were in existence at the time of their purchase from Mac Blo. 10. Standards for potable water supply 11. Accessory building entitlements 12. Cottage floor area calculation Phase II items: 1. Secondary suites	Apr-16-2012	Kris Nichols	Mar-31-2013	On Going

2. Dock review						
3. Short Term Vacation Rentals						
2	DPA Implementation	1. Update of Development Approval Information Bylaw - COMPLETE 2. Public communications: - shoreline workshop - Feb 23/13 - information brochures & Fact sheets - ON-GOING 3. Development of Administrative procedures: - DPA guidelines checklists - COMPLETE - DAI requirement checklists - COMPLETE -Application packages - PENDING	Dec-12-2011	Robert Kojima	Mar-31-2013	On Going
3	Ground water protection DPA policy review	Review detailed recommendations of Waterline Report, review existing DPA provisions, prepare options for amendments	Jun-13-2012	Kris Nichols	Mar-31-2014	On Going



Islands Trust

Print Date: Feb-08-2013

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	OCP amendment to review definition of "tree"		Dec-12-2011	On Going
3	Provincial Advocacy	- Letter from Steve Thomson, Minister of Forests dated Nov 2, 2011 to be brought forward for action at the appropriate time - Staff directed to request meetings with the following:	Feb-13-2012	On Going
4	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
5	parking issues	issue for future 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

Kathy Jones

From: Nicole Ranger
Sent: January-29-13 12:23 PM
To: Ken Hancock; Kris Nichols; Louise Decario; Robert Kojima; Sandy Pottle; Sharon Lloyd-deRosario; Kathy Jones
Cc: Nancy Roggers
Subject: Galiano Expense Report Jan/13

Islands Trust

LTC EXP SUMMARY REPORT F2012

Invoices posted to January 31, 2013

625 Galiano	Invoices posted to January 31, 2013	Budget	Spent	Balance
65000 625	LTC "Trustee Expenses"	1,100.00	401.28	698.72
65200 625	LTC Local Exp LTC Meeting Expenses	3,900.00	2,866.11	1,033.89
65210 625	LTC Local Exp APC Meeting Expenses	500.00	151.35	348.65
65220 625	LTC Local Exp Communications	800.00	709.09	90.91
65230 625	LTC Local Exp Special Projects	1,000.00	-	1,000.00
65240 625	LTC Local Exp Miscellaneous	300.00	-	300.00
TOTAL LTC Local Expense		6,500.00	3,726.55	2,773.45
73001 625 2002	Galiano OCP/LUB	6,500.00	135.90	6,364.10
73001 625 4002	Galiano Groundwater Protection	10,000.00	3,159.33	6,840.67
TOTAL Project Expense		16,500.00	3,295.23	13,204.77

Nicole Ranger

Finance Clerk
 Islands Trust
 200-1627 Fort Street
 Victoria, BC V8R 1H8
 Phone: (250) 405-5152
 Fax: (250) 405-5155

*Preserving **Island** communities, culture and environment*



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PROPOSED

Galiano Island Local Trust Committee Expense Budget

2012-2013

\$6500

	G/L Code	Budget
LTC Meeting Expenses	65200	3 900
APC Meeting Expenses	65210	500
Communications	65220	800
Special Projects	65230	1 000
Miscellaneous	65240	300
Total		6 500

Galiano Island Local Trust Committee

POLICIES AND STANDING RESOLUTIONS

Updated: September 26, 2012

No	Meeting Date	Resolution No.	Issue	Policy
1.	May 18, 2004	GL-LTC-118-04	Road Network Plan	It was Moved and Seconded that the issue of access, including the proposals provided in the Road Network Plan, be applied to any existing and future rezoning applications brought before the LTC.
2.	June 14, 2004	GL-LTC-130-04	Forest 1 and Forest 3 lots	It was Moved and Seconded that staff be directed to draft a proposal to the Islands Trust Executive Committee requesting approval of a special Galiano Island Local Trust Committee initiative to accept, at reduced fee levels and for a limited time, applications to rezone eligible Forest 1 lots to Forest 3. In support of this request we offer that applications received under this initiative be batched in groups of two or more, each under a single bylaw. This approach, administered efficiently, will take less time to process and therefore cost less than if done singly, while still ensuring community input through full public process. The groupings we anticipate should be for properties of like nature and general location, though not necessarily contiguous.
3.	July 21, 2004	GL-LTC-137-04	F1 Zone	It was Moved and Seconded that Galiano LTC consider option 1, Cost Recovery Model, of the July 7, 2004, staff report Re: Batching/Initiating Offer, as an operating policy for the charging of fees as part of any rezoning application and in particular with reference to applications for rezoning of F1- zoned properties.
4.	February 16, 2005	n/a	F3 Covenant	Galiano LTC will hold be a covenant holder to all covenants granted as part of the F3 rezoning process The model F3 covenant will be referred to all prospective covenant holders for comment on the document and to seek confirmation that they are willing to be a covenant holder jointly with the local trust committee.

No	Meeting Date	Resolution No.	Issue	Policy
5.	June 29, 2005	n/a	Subdivision Applications	Staff are requested to prepare a report that provides wording for standing resolution to refer subdivision applications to the Galiano Fire Department and the Parks and Recreation Commission.
6.	May 11, 2009	GL-LTC-85-09	Parks Commission Referral	THAT the Galiano Island Local Trust Committee direct Staff to send rezoning applications to the Galiano Island Parks and Recreation Commission for referral.
7.	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.
8.	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.
9.	September 17, 2012	GL-LTC-100-12	Short Term Vacation Rentals	THAT given finite resources available for enforcement activities and in order to ensure the most effective results for enforcement activities, Short Term Vacation Rentals that have one or more of the following characteristics will be subject to enforcement: 1. There are issues related to health and safety; 2. There is a written complaint by owners or residents of two properties about bona fide serious nuisance issues such as noise or parking congestion related to the STVR; 3. The owner of the property uses more than one property on Galiano Island as a STVR. THAT nothing in this enforcement policy should be interpreted as giving permission to violate the Land Use Bylaw and the Galiano Island Trust Committee may change this policy at any time and may give direction to expand enforcement activities at any time; THAT the policy remains in effect until such time as the regulatory review is complete.

K:\LTC\Galiano\Standing Resolutions\Policies and standing resolutions.doc



Islands Trust

Preserving **island** communities, culture and environment.

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Population (2011):

Approximately 1,138

Size:

5,810 hectares (14,356 acres)

Location:

26 kilometres north-east of the Swartz Bay ferry terminal located on Vancouver Island.

[Land Use Planning](#)
[Related Planning Services](#)
[Related Resources](#)
[Trust Area Mapping](#)
[Related Links](#)

Galiano Island Local Trust Committee

Latest News

In this section you will find current news items that are relevant to your Local Trust Area and your community. [Subscribe](#) to the Galiano Island Latest News updates and receive the latest information on official community plan reviews, staff reports, notifications and other documents published in the latest news section.

January 2013

- [Galiano Island Public Hearing to be held February 18, 2013](#)
- [Galiano Special Meeting February 23, 2013 \(An Invitation to "Greening our Shores" Shoreline Stewardship Event\)](#)
- [Galiano Island Advisory Planning Commission Expression of Interest](#)

November 2012

- Land Use Bylaw Review - Proposed Amendments: [Bylaw No. 237](#) | [Bylaw No. 238](#) | [Bylaw No. 239](#)

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Planner Office Hours on Galiano Island

Galiano Island Local Trust Committee Projects

Local trust committee community planning projects are initiated and managed through their Work Programs. The Work Program Top Priorities are projects that have been prioritized by the LTC and for which resources are available or anticipated to be available shortly. Projects can be significant and long term, such as an Official Community Plan Review, or may be relatively minor, such as an amendment to a regulation in a Land Use Bylaw.

- [Work Program Top Priorities](#)

General

- ["A Guide to Environmentally Friendly Building and Renovating in the Southern Gulf Islands" booklet](#)
- [A "Choosing a Building Site on your Lot" fact sheet](#)
- [A "Making Changes to your Lot Line" fact sheet](#)
- [An "Applying for a Variance" fact sheet](#)
- [Geological Hazard Mapping Project- Final Consultant report March 31, 2010](#)

Shoreline Stewardship Workshop

- [Workshop Notice](#)
- [Workshop Agenda](#)
- Integrated Shoreline Mapping:
 - [Map 1 of 3: Distribution of Shoreline Types](#)
 - [Map 2 of 3: Energy & Sediment Movement](#)
 - [Map 3 of 3: Shoreline Values & Vulnerability Map](#)
- [Mapping Methodology Report](#)
- [Greenshores](#)

Climate Change Action

- [Staff Report - October 2009](#)

Committee Links

- [Committee Home](#)
- [Trustee Membership](#)
- [Contact Trustees](#)
- [Contact Planning Staff](#)
- [Planning Bylaws](#)
- [Administrative Bylaws](#)
- [Meetings Schedule](#)
- [Meeting Agendas](#)
- [Meeting Minutes](#)
- [Resolutions-Without-Meeting](#)
- [Associated Islands](#)
- [Land Use Application Forms](#)

- [Community Engagement Tools](#)
- [Climate Wise Islands](#)
- [Staff Report - January 29, 2010](#)
- [Adopted Bylaw No. 206](#)

Groundwater Study

- [Galiano Groundwater Study- Phase One \(Waterline Resources Inc. March 31, 2011\)](#)
- [Galiano Groundwater Study - Phase Two \(Waterline Resources Inc. - May 10 2012\)](#)

Development Permit Areas

- [Galiano Island Development Permit Area Compilation Map](#)
- [Development Approval Information Checklist](#)

Official Community Plan Review

Consolidation

- [Galiano Island Official Community Plan Bylaw No. 108, 1995 - consolidated November 25, 2011](#)

Land Use Bylaw Review

Staff Reports

- [Staff Report- June 11, 2012](#)
- [Staff Report -July 23, 2012](#)
- [Staff Report - October 15, 2012](#)
- [Staff Report Bylaw No. 237 - November 19, 2012](#)
- [Staff Report Bylaw No. 238 - November 19, 2012](#)
- [Staff Report Bylaw No. 239 - November 19, 2012](#)

Proposed Bylaw

- [Proposed Bylaw No. 237](#)
- [Proposed Bylaw No. 238](#)
- [Proposed Bylaw No. 239](#)

Applications

Rezoning Application : GL-RZ-2005.2 (Smith/Romagnoli)

- [Staff Report dated July 29, 2010](#)

Rezoning Application: GL-RZ-2011.1(Affordable Housing)

Staff Reports:

- [Staff Report dated November 3, 2011](#)
- [Staff Report dated November 28, 2011](#)
- [Staff Memo dated January 31, 2012](#)
- [Staff Report dated April 16, 2012](#)
- [Staff Report dated July 9, 2012](#)
- [Staff Report - September 17, 2012](#)

Proposed Bylaws:

- [Proposed Bylaw No. 233](#)
- [Proposed Bylaw No. 234](#)

Rezoning Application: GL-RZ-2011.2 (Richard Dewinetz)

- [Preliminary Staff Report dated March 30, 2012](#)
- [Memo dated May 3, 2012](#)
- [Staff Report dated May 31, 2012](#)
- [Preliminary Layout Plan, prepared February 29, 2012](#)
- [Proposed Layout Plan, prepared May 2, 2012](#)
- [Proposed Bylaw No. 235](#)
- [Proposed Bylaw No. 236](#)

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Memorandum

Date January 24, 2013 File Number 0410-20

To Gabriola Island Local Trust Committee
 Galiano Island Local Trust Committee
 Mayne Island Local Trust Committee
 North Pender Island Local Trust Committee
 Salt Spring Island Local Trust Committee
 Saturna Island Local Trust Committee
 South Pender Island Local Trust Committee
 Thetis Island Local Trust Committee

From Robert Kojima, Regional Planning Manager
 Leah Hartley, Regional Planning Manager
 Courtney Simpson, Regional Planning Manager

Re National Marine Conservation Area

At December Trust Council, a Request for Decision (RFD) from Trust Programs Committee concerning the proposed National Marine Conservation Area Reserve (NMCAR) was considered. Trust Council adopted the following resolutions:

Resolution TC 161/12

That the Islands Trust Council reaffirm its support for a National Marine Conservation Area Reserve in the Southern Strait of Georgia, and affirms its support for enacting the entire perimeter (or larger) as currently proposed.

Resolution TC 161/12

That the Islands Trust Council recommend that local trust committee zoning be used by Parks Canada as the basis for defining the zoning in the National Marine Conservation Area Reserve Interim Management Plan.

Resolution TC 161/12

That the Islands Trust Council propose that the Islands Trust be included in a joint management approach to the National Marine Conservation Area Reserve.

The RFD included the following passage:

Local trust committees (except Lasqueti, Hornby, Denman, Gambier and Executive (Ballenas-Winchelsea)) are encouraged to give specific input (ideally by resolution) about more precise NMCAR boundary definition in environmentally sensitive areas and/or exclusions of high use areas such as docks

and sewage outfalls. (CAO comment: Those LTCs that wish to solicit public comment or make detailed assessments before providing more specific input regarding NMCAR boundary definition would need to make this a work program priority with assigned planner resources.)

LTCs have several options in considering if further specific input is appropriate.

1. Review of NMCAR boundaries: as suggested in the RFD quote above, an LTC may consider that a detailed review of the proposed boundaries within the LTA should be conducted prior to making comment. This may involve some or all of the following:
 - a. Staff review of Parks Canada proposed NMCAR boundaries in comparison to Islands Trust mapping and LTC bylaw designations and zoning.
 - b. Identification and delineation of specific locations to recommended for exclusion (or for inclusion). For example public docks could be requested for exclusion, and options could be considered for the exact boundary of the area of exclusion (i.e. lease, zone or general area of activity). Conversely, a recommendation could be made to include areas current shown as excluded based on Islands Trust mapping (ecosystem, shoreline, archaeological, etc.)
 - c. LTC led consultation, including community meetings and consultation with local groups

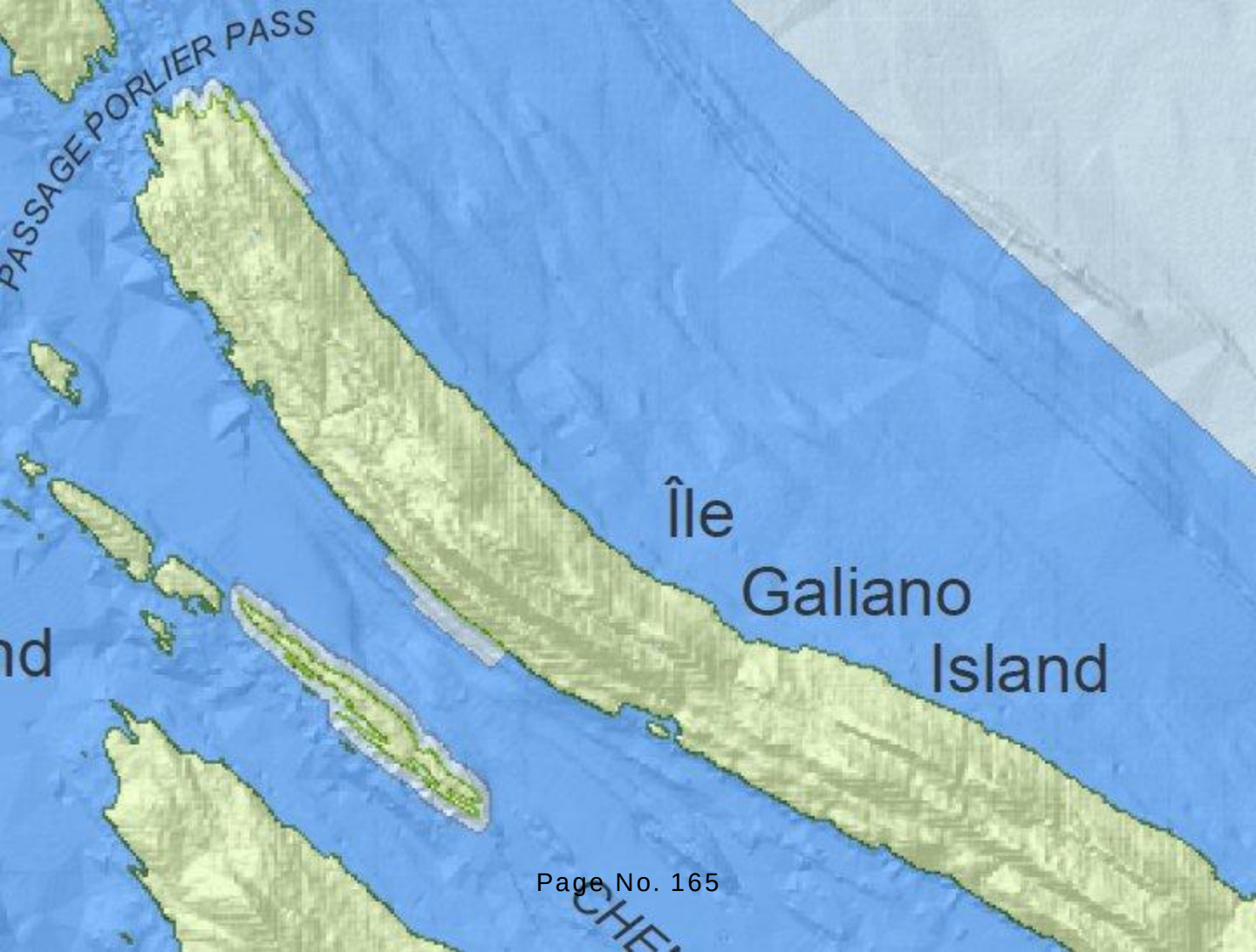
Although the work may be completed within one or two LTC meetings, this level of work should be treated like any other LTC project and included as Top Priority on the Work Program and staff should be requested to provide options on the resources, timelines and scope of work.

2. The LTC may consider a simple resolution or set of resolutions to forward to Parks Canada. For example:
 - a. A resolution recommending exclusion specific location or feature (e.g. a public dock)
 - b. A resolution recommending that Parks Canada hold a public meeting on the island.

This approach would typically be considered at a single meeting and would not need to be added to the Work Program. Trustees considering this approach are encouraged to work with their Island Planner in advance of the meeting on suitable resolution wording.

3. Finally, an LTC may consider that no further action is necessary from the LTC. In other words, the resolutions of Trust Council are sufficient.

pc David Marlor, Director of Local Planning Services
Lisa Gordon, Director of Trust Area Services







Memo

To: Galiano Island Local Trust Committee
From: Emily Kozak, Islands Trust Fund Secretary
Date: January 24, 2013
Re: Laughlin Lake Addition – Lot 5 Acquisition

Message

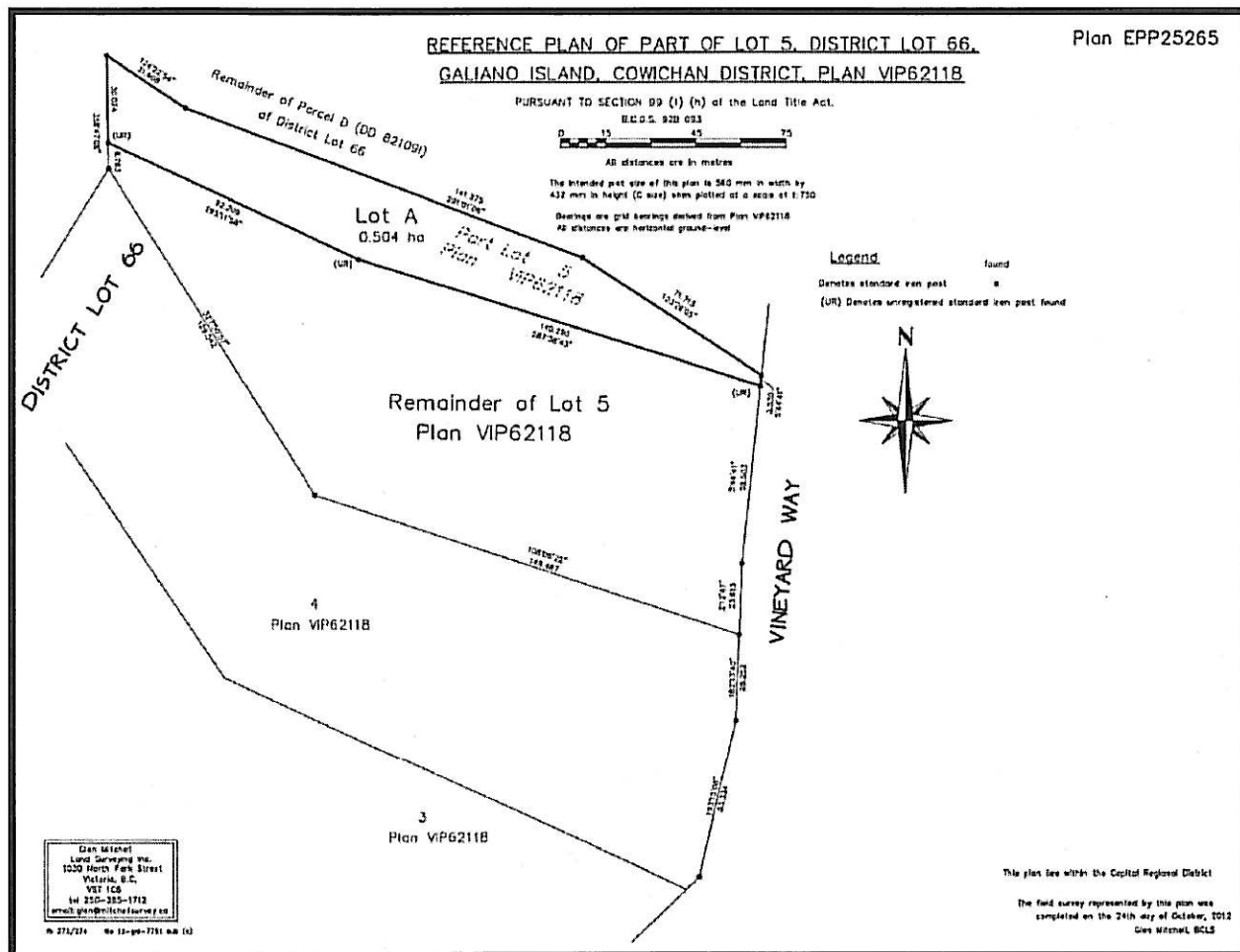
Please find attached a copy of the reference plan showing the location of Lot 5, District Lot 66, on Vineyard Way, Galiano Island. The highlighted area of this property was recently donated to the Trust Fund Board by Galiano Island residents Ken and Linda Millard. This donation was completed through subdivision, using Section 99 of the Land Titles Act.

The acquisition of this land is a valuable addition to the Laughlin Lake Nature Reserve. I have also attached a map showing the complete protected area.

If you have any questions about the Laughlin Lake Nature Reserve, or about the benefits and process of land donation, please do not hesitate to contact the Islands Trust Fund Office at (250) 405 5186 or ekozak@islandstrust.bc.ca.

Sincerely,

Emily Kozak
Secretary
Islands Trust Fund

REFERENCE PLAN - PLAN EPP25265

D. R. COELL & ASSOCIATES INC.
REAL ESTATE APPRAISERS & CONSULTANTS

PROPOSED ADDITION TO LAUGHLIN LAKE PROTECTED AREA

Laughlin Lake Protected Area
(REM. PCL. D, DL 66)

Proposed Protected
Portion, Lot 5

Proposed Residential Portion
Lot 5

Produced by Ken Millard, October 2009
2005 Corrected Aerial Photography
Projection: UTM Zone 10 NAD83
Scale 1:2,500

20 0 20 40 Meters

STATEMENT OF COOPERATION for the COASTAL DOUGLAS-FIR AND ASSOCIATED ECOSYSTEMS CONSERVATION PARTNERSHIP (CDFCP)

We believe that:

1) *biodiversity is a key component of Canada's national heritage.*

Both Canada and British Columbia have made international and national commitments to conserve biological diversity. Biodiversity includes all species and ecological communities and the interactions between them and has both inherent and economic values that justify its conservation. We are committed to preserving this rich component of our national heritage for future generations.

2) *the Coastal Douglas-fir Biogeoclimatic Zone is a unique and special place.*

The Coastal Douglas-fir biogeoclimatic zone (CDF zone) is unique and found almost exclusively in British Columbia. It is an area of extremely rich biological and ecological diversity and supports species and ecosystems that do not occur elsewhere in Canada. It has international significance because of its limited range in North America. This zone is also home to an increasing number of people drawn by the quality of life and the mildest climate in Canada. This area supports a wide range of agricultural, forestry, mining, recreation and tourism activities.

3) *the future integrity of the Coastal Douglas-fir and Associated Ecosystems is threatened.*

We will not take the future health of the Coastal Douglas-fir and Associated Ecosystems (CDFAE) for granted. Although the area's economic wealth has long been based on its abundant natural resources, population growth and associated human activities now threaten the natural environment which has made it so special and attractive. There are 43 Red and Blue-listed ecological communities in the CDF zone alone and 278 species at risk, of which 107 are listed by COSEWIC and 99 are listed under the federal Species At Risk Act (SARA) (BC CDC, 2012)

4) *it is not too late to secure the ecological integrity of the CDFAE for future generations.*

All the necessary elements of a Conservation Partnership are in place. Governments, non-government organizations, community groups and individuals are aware of the many conservation issues facing the CDFAE and recognize the need to preserve this special place. There is adequate scientific information to make informed decisions. We are strongly committed to cooperation and partnership for conservation of the CDFAE.

5) *protecting this special place is our shared responsibility.*

With this *Statement of Cooperation*, we are focusing the energies and efforts of an emerging Conservation Partnership so that we can make a coordinated contribution toward addressing the conservation issues facing the CDFAE. We wish to engage the considerable skills, energy and resources of our governments, ENGOs, community groups, educators, youth, workers, industry and business. We intend to work through cooperative mechanisms currently in place to inform and involve others. This will produce an open and transparent process of establishing priorities, identifying opportunities for effective cooperative action, and measuring progress. We will work with, and be guided by, existing conservation planning initiatives that affect conservation of the CDFAE.

6) *the Aboriginal peoples of the Coast play a special role in the future of the natural system.*

Through their long historical relationship with the lands and resources, the Aboriginal peoples of the CDFAE have acquired a special knowledge. To conserve and protect the area, we will work closely with the Aboriginal peoples of the CDFAE, so their unique perspective can contribute to our common efforts.

7) we will build on the progress made to date.

In our efforts to work closely together for the future of the CDFAE, we will build on the conservation activities and working relationships that have already been established in the area. Many programs and initiatives have protected portions of the landscape, implemented successful stewardship projects, created conservation plans, produced research results, and produced an array of informative publications.

We intend to work together to facilitate practical and effective conservation of the CDFAE

This *Statement of Cooperation* states our shared principles, goals and challenges. It provides a framework for collaboration on future initiatives through this Conservation Partnership, and will establish common priorities and a means to coordinate many of the initiatives already underway. We will be guided by our Terms of Reference, we will cooperate in an open and accountable manner, translate our commitments into actions, and monitor our progress. Research, monitoring and evaluation activities will provide new information and we are committed to considering and incorporating new information in our conservation approaches, priorities and management.

In working together towards the goals set out in this Statement of Cooperation, we welcome the ideas and efforts of all residents and organizations concerned about the future of the CDFCP. It is our intention to add new signatures to the Statement of Cooperation as new partners adopt the principles outlined in this document.

[Signature]

Name
Position
Affiliation

[Signature]

Name
Position
Affiliation

[Signature]

Name
Position
Affiliation

Coastal Douglas-fir and Associated Ecosystems Conservation Partnership (CDFCP) Terms of Reference

Background

The Coastal Douglas-fir biogeoclimatic zone (CDF zone) is the smallest and most at risk zone in BC and is of conservation concern (Biodiversity BC, 2008). The CDF zone is home to the highest number of species and ecosystems at risk in BC, many of which are ranked globally as imperiled or critically imperiled (BC CDC, 2012). The global range of the CDF lies almost entirely within BC, underscoring both its global uniqueness and BC's responsibility for its conservation. Of all the zones in BC, the CDF has been most altered by human activities. Less than 1% of the CDF remains in old growth forests (Madrone, 2008) and 49% of the land base has been permanently converted by human activities (Hectares BC, 2010). The trend of deforestation and urbanization continues and has resulted in a natural area that is now highly fragmented with continuing threats to remaining natural systems. Approximately 9% of the CDF zone is protected in conservation areas (MFLNRO, 2011). The extent of disturbance combined with the low level of protection places the ecological integrity of the CDF zone at high risk (Holt, 2007).

In response to complaints to the Forest Practices Board related to logging of endangered plant communities on Crown Land in the CDF zone, the province of BC released its CDF Conservation Strategy in 2008. Along with the protection of an additional 1600 ha of CDF under a Land Use Order and completion of terrestrial ecosystem mapping for 80% of the zone (excluding CDF in Lower Mainland), the strategy included a commitment to raise awareness and promote CDF stewardship to private land owners, local governments, and environmental non-government organizations (ENGOS). Since 2010 the province has hosted a series of workshops to both share information and solicit ideas on how to better address CDF conservation issues on a land base with a unique land ownership pattern where approximately 80% of the CDF zone is private land, 9% is provincial crown land and 11% is owned by other levels of government. A growing awareness of these issues has resulted in an increased interest in stewardship amongst the people, organizations and governments in the CDF zone.

One of the highest priority recommendations, from the feedback received at the workshops since 2010, relates to the need for a more strategic and collaborative approach amongst those working on CDF conservation issues to identify shared priorities, reduce duplication of effort and share resources and information. Another recommendation was to include the Coastal Western Hemlock Eastern Very Dry Maritime (CWHxm1) variant in the discussion because of the transitional area between the two biogeoclimatic units, the anticipated changes in boundaries due to the effects of climate change, and in many areas, similar levels of loss and fragmentation to that of the CDF. A key difference between the CWHxm1 and the CDF is that the CWHxm1 is much broader in range in BC and extends into the Pacific Northwest of the USA.

With these recommendations in mind, an ad hoc group of representatives from various levels of government, community residents, and ENGOS have met since the fall of 2011. At a workshop in March 2012 attended by a wide range of organizations, governments, resource professionals and private citizens, the concept of a partnership was widely endorsed. One of the action items from the workshop was to task a small group to develop a DRAFT Terms of Reference (TOR) to be presented back to the larger audience by June, 2012. The workshop participants requested that the TOR address options for the group's name, its mandate and its geographic scope. The concept of the Coastal Douglas-fir and Associated Ecosystems Conservation Partnership (CDFCP) had been launched.

Purpose

The CDFCP is intended to be a forum for communication and collaboration regarding the maintenance and restoration of healthy Coastal Douglas-fir and Associated Ecosystems (CDFAE) (see map in Appendix A). The CDFCP recognizes the need for shared stewardship of CDFAE and will strive to focus resources collaboratively, strategically and transparently so as not to duplicate existing conservation efforts and to maximize conservation gains.

The CDFCP will strive to strategically address ongoing threats to CDFAE conservation due to growing human populations, development, and resource use through collaborative engagement of parties with the goal of raising awareness of conservation issues and promoting conservation objectives in a respectful manner.

The CDFCP will endeavour to support and explore synergies with its partners and will recognize existing conservation planning and initiatives and will endeavor to build upon, promote and support those initiatives whenever possible and incorporate existing plans into CDFCP outcomes. The Partnership will strive to not negatively impact a partner's ability to carry out their mandate.

The CDFCP recognizes the importance of basing decisions on the best available science and will provide an information sharing forum to disseminate information such as mapping resources and provide advice to support conservation initiatives occurring throughout the CDF and CWHxm1.

Conservation Partnership Composition, Roles and Responsibilities

Participants and Supporters:

The CDFCP will be an affiliation of a broad range of stakeholders who share a common focus on CDFAE conservation. It includes agencies and individuals that are interested in promoting and protecting healthy CDFAE into the future. Land trusts, government (federal, provincial, regional, local), environmental stewardship groups, resource industry professionals, First Nations, private landowners and academic institutions are encouraged to become CDFCP Participants or Supporters and are invited to participate in related working groups. Participants are affiliated with a government or organization whereas Supporters have no such affiliation.

Steering Committee:

The Steering Committee will consist of a maximum of 12 people, preferably with at least one, or possibly two, member from the various sectors listed in Table 1 who will serve as a working executive for the Conservation Partnership. The Steering Committee will be responsible for developing the overall approach of the Conservation Partnership and provide a forum for decision making which reflects the direction the Conservation Partnership chooses. The Steering Committee will be responsible for the day to day management of the Conservation Partnership as well as establishing Working Groups and will provide direction to them. Ideally, the Steering Committee will in part consist of Chairs and/or Co-Chairs of the various Working Groups. The Steering committee and the Conservation Partnership will have no regulatory authority but will provide leadership, strategic guidance and assistance to partners through potential activities such as:

- Guiding development and implementation of plans and/or strategies
- Recommending priorities
- Engaging and providing advice to governments and local stakeholders
- Securing funding where required
- Providing and accessing specialized expertise
- Facilitating the collection and dissemination of data and information
- Facilitating public outreach and education
- Supervising and directing the CDFCP Coordinator

Table 1. Potential Composition of CDFCP Steering Committee (may be more than one representative per sector)

Name	Organization	Role
All TBD	Ministry of Environment	
	Ministry of Natural Resource Operations	
	Federal Government	
	Local Government	
	First Nation	
	ENGO	
	Resource Sector	
	Academia	
	Private Land Owner (member at large)	

See **Appendix B** (to be developed later) for contact information for each Steering Committee member.

CDFCP Coordinator:

The Conservation Partnership Coordinator will be responsible for:

- Coordinating meetings for the:
 - o CDFCP Steering Committee
 - o CDFCP Working Groups
- Coordinating communications materials with direction and input from the Steering Committee
- Acting as a flow-through for information dissemination to CDFCP Participants and Supporters
- Other activities outlined in the CDFCP Coordinator job description

The Conservation Partnership Coordinator will report directly to the Chair(s) of the Steering Committee.

Working Groups:

Working Groups which report to the Steering Committee will be established to complete specific priority activities laid out in subsequent plans and/or strategies. Working groups will select Chairs or Co-chairs who will be responsible for guiding the group to carry out identified priority tasks and report back to the Steering committee.

A number of possible Working Groups have been discussed. These will need to be refined and approved by the stakeholders of the Conservation Partnership and Steering Committee. They include:

a) Restoration and Stewardship group

The Restoration and Stewardship Working Group will focus on active restoration of CDFAE as well as promoting stewardship of CDFAE through existing organizations and information sharing between organizations.

b) Science/Technical

The Science/Technical Working Group (STWG) will provide advice and data to the Conservation Partnership, the Steering Committee and Working Groups, based on the best available science and mapping. Where the STWG does not have the appropriate level of expertise in-house for a particular subject, it will consult with appropriate experts.

c) Local Government

Due to the overlap of objectives, the Local Government Working Group (LGWG) may consist of the same membership as and be associated with regional implementation of the Species and Ecosystems At Risk Local Government Working Group (link: http://www.env.gov.bc.ca/wld/searl_gwg/) and will respect the recommendations and TOR that guide that group, while also meeting the recommendations and TOR of the CDFCP.

d) Resource Sector

The Resource Sector Working Group (RSWG) will be associated with natural resource extraction industries active in CDFAE. The RSWG recognizes economic activities exist within CDFAE and are an important part of local economies. The RSWG will engage others in the resource sector to:

- raise awareness of CDFAE conservation issues
- increase awareness of the impacts of resource extraction activities on CDFAE
- develop and promote best management practices to reduce impacts on CDFAE
- seek ways to increase the compatibility of resource activity outcomes with CDFAE conservation objectives
- explore and promote alternate economic opportunities that are more consistent with the CDFAE conservation objectives

e) Outreach and Education

The Outreach and Education Working Group (OEWG) is responsible for increasing awareness of CDFAE and CDFAE conservation issues as well as promoting CDFAE conservation objectives amongst all parties including the general public, all levels of government, CDFAE private landowners, First Nations and the Resource Sector

f) Securement

The Securement Working Group (SWG) will consist of land trust organizations who will collaborate on land securement priorities for CDFAE and methods for land securement including conservation covenants, land donations, eco-gifts, land acquisition, Crown Land securement and other voluntary conservation methods. Representatives of this Group will liaise with the Land Securement Subcommittee of the Conservation Partners of BC.

Geographic Scope

The Geographic Scope of the CDFCP includes the CDF and CWHxm1 biogeoclimatic zone/subzones, featured on the map in Appendix A.

Operating Policies and Procedures

Meetings

- Regular meetings of the Steering Committee at a minimum of every 3 months
- Meetings of the Conservation Partnership (open to the public) once a year
- Meeting procedures by consensus of CDFCP members
- Regular meeting dates established at start of the year
- Other meeting dates at the call of the Co-Chairs
- Members who are unable to attend can be represented by an alternate or can provide their written input prior to a meeting or join via teleconference
- Resource people or community representatives may be invited to attend specific meetings where their input would be of benefit

Decision-making

- Consensus model as much as possible
- If decision-making by consensus cannot be achieved, quorum for the decisions of the steering committee will be 50%+1 of active members
- Steering Committee members will be mindful and make best efforts to act in accordance with the following “Ground Rules”

“Ground Rules”

- Steering Committee members will:
 - o come well prepared to discuss issues.
 - o recognize concerns & interests of others, whether or not they agree with them.
 - o share discussion time, encourage full participation and search for common understanding.
 - o state their own views clearly, listen carefully to others, and explore issues fully before forming conclusions.
 - o work in a spirit of collective problem solving.
 - o communicate with respect and courtesy – no interrupting or side conversations.
 - o strive to reach consensus.
 - o support a decision, strategy or plan once it is adopted.

Communications outside Partnership

A spokesperson or spokespersons chosen by the Steering Committee may communicate on behalf of the CDFCP for the purposes of advancing a plan or strategy endorsed by the Conservation Partnership. In the absence of a plan or strategy, the spokesperson(s) may communicate on behalf of the CDFCP to provide support for conservation initiatives occurring within the CDFAE.

Participants can promote the Conservation Partnership but may not communicate on behalf of the Conservation Partnership without the approval of the Steering Committee. CDFCP participants will not use their participation in the CDFAE Conservation Partnership to advance their own interests without first consulting and receiving approval of the Steering Committee.

Funding

Funding will initially be secured through CDFCP participants. As the CDFCP matures, other funding models may be considered.

The Conservation Partnership will exist independently of operating and project funding. Where funds are sought, they will support the interests outlined in this Terms of Reference or will advance the goals and objectives of a CDFCP conservation plan or strategy. Where synergies exist, the Conservation Partnership will endeavour to seek funds that will also support its partners and wherever possible, fundraising for the CDFCP will be done in novel ways and efforts will be made to seek funds from sources not available to partner groups. Members of the CDFCP participate on a voluntary basis and are not financially compensated for their time by the partnership. Steering Committee members may be reimbursed for travel costs in order to attend the face-to-face meetings or workshops if funds are available.

Short Term Outcomes

The Steering Committee, in collaboration with CDFCP Participants and Supporters and Working Groups will work to produce the following outcomes:

1. CDFCP Interim Budget:
Within three months, the Steering Committee will complete an interim budget to define the financial resources required to implement the interim work plan, establish and resource priority working groups and hire a Conservation Partnership Coordinator.
2. CDFCP Interim Work Plan:
Within three months, the Steering Committee will complete an interim work plan to guide its work prior to the adoption of a CDFCP Conservation Plan/Strategy. This interim plan will include:
 - A communications statement indicating how the Conservation Partnership will communicate with funders, the public, Conservation Partners and other agencies in absence of a CDFCP Conservation Plan/Strategy. Communications may include website development, indications of support to partners requesting endorsement of CDFCP related projects and CDFAE information materials.
 - Information on immediate action items and responsibilities of the CDFCP Working Groups
3. Establishment of CDFCP Working Groups:
Within 6 months, the Steering Committee will establish the membership of the CDFCP Working Groups. **Within one year**, the CDFCP Working Groups will create their own Terms of Reference which will include information about:
 - Goals and objectives
 - Member responsibilities
 - Meeting frequency and attendance
 - Decision making
 - Communication within the working group, with other working groups, outside agencies and with the Steering Committee
4. CDFCP Coordinator:
Within 6 months, the Steering Committee will create a job description and funding plan for a CDFCP Coordinator. **Within one year**, a Coordinator position will be funded and filled.

5. CDFCP Conservation Plan/Strategy:

Within one year, the Steering Committee will complete a CDFCP Conservation Plan/Strategy that includes:

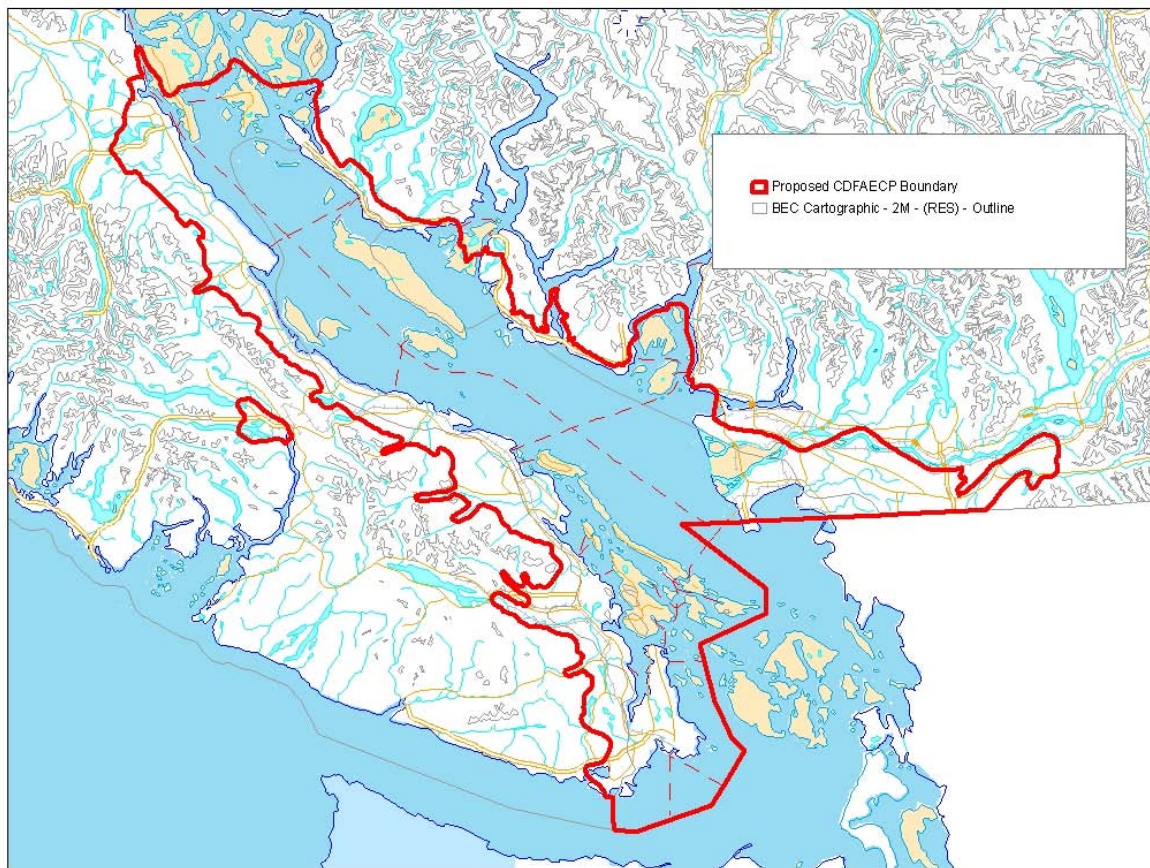
- A vision statement
- Conservation goals
- Measureable targets
- Assessment of threats
- Recommended actions and lead agencies for the actions
- Proposed budget and financing plan

The CDFCP Conservation Plan/Strategy will incorporate and recognize existing conservation plans and will not duplicate work that has already been done. CDFCP Participants and Supporters will be asked to provide input into the Plan/Strategy and endorse the CDFCP Conservation Plan/Strategy upon its completion.

6. Implementing the CDFCP Conservation Plan/Strategy:

By the spring of 2014, the Conservation Partnership will begin implementing the Conservation Plan/Strategy through the Steering Committee in collaboration with the Working Groups.

Appendix A
Coastal Douglas-fir and Associated Ecosystems Conservation Partnership Boundary



Please note: Except for the Howe Sound area the CDFAECP boundary follows the CWHxm1 Biogeoclimatic boundary (FLNRO, 2012).

Appendix B

Steering Committee Contact Information