



Galiano Island Local Trust Committee

Regular Meeting Agenda

Date: December 7, 2015
Time: 12:30 pm
Location: Galiano South Community Hall
141 Sturdies Bay Road, Galiano Island, BC

	Pages
1. CALL TO ORDER	12:30 PM - 12:50 PM
2. APPROVAL OF AGENDA	
3. TOWN HALL AND QUESTIONS	
4. COMMUNITY INFORMATION MEETING	
none	
5. PUBLIC HEARING	
none	
6. MINUTES	12:50 PM - 1:00 PM
6.1 Local Trust Committee Minutes (for Adoption/Receipt)	
6.1.1 <u>Galiano Island Local Trust Committee Meeting Draft Minutes of November 2, 2015</u>	4 - 16
6.1.2 <u>Galiano Island LTC Public Hearing Record of November 2, 2015</u>	17 - 20
6.2 Section 26 Resolutions Without Meeting Report	
none	
6.3 Advisory Planning Commission Minutes	
none	
7. BUSINESS ARISING FROM MINUTES	
7.1 Follow-up Action List Dated November 2015	21 - 22
8. DELEGATIONS	1:00 PM - 1:10 PM
8.1 B. Keefer re Forestry in the Forest Zone	
9. CORRESPONDENCE	
<i>Correspondence received concerning current applications or projects is posted to the LTC webpage</i>	

9.1	Nov. 2, 2015 Email from R. Longini re Cell Towers	23 - 23
10.	APPLICATIONS AND REFERRALS	1:10 PM - 2:00 PM
10.1	GL-DVP-2015.3 (Black) - Staff Report	24 - 37
10.2	Salt Spring Island Local Trust Committee Bylaw 485 Referral (for response)	38 - 39
10.3	GL-RZ-2015.1 (Galiano Conservancy) - Staff Memo - Bylaws No. 251 & 252 (for consideration of Adoption)	40 - 45
	-----BREAK-----	2:00 PM - 2:15 PM
10.4	GL-RZ-2014.1 (Crystal Mountain) - Staff Report	46 - 77
10.5	GL-RZ-2011.1 (Galiano Green) - Staff Memo	2:15 PM - 3:30 PM 78 - 178
10.6	GL-RZ-2013.1 (Landworks)	
10.6.1	<u>CLOSED MEETING (Distributed Under Separate Cover)</u> <i>That the meeting be closed to the public in accordance to the Community Charter, Part 4, Division 3, s. 90(1) (d) & (i) for the purpose of considering</i> Adoption of In-Camera Minutes Dated September 14, 2105 Legal Advise <i>And that the Recorder and Staff attend the meeting</i>	
10.6.1.1	<u>Recall to Order</u>	
10.6.1.2	<u>Rise and Report</u>	
10.6.2	<u>GL-RZ-2013.1 (Landworks) - Staff Memo</u>	179 - 180
11.	LOCAL TRUST COMMITTEE PROJECTS	
	none	
12.	REPORTS	3:30 PM - 4:15 PM
12.1	Work Program Reports (attached)	
12.1.1	<u>Top Priorities Report Dated November 2015</u>	181 - 181
12.1.2	<u>Projects List Report Dated November 2015</u>	182 - 183
12.2	Applications Report Dated November 2015 (attached)	184 - 187
12.3	Trustee and Local Expense Report Dated November 2015 (attached)	188 - 188
12.4	Adopted Policies and Standing Resolutions (attached)	189 - 190
12.5	Local Trust Committee Webpage	
12.6	Chair's Report	
12.7	Trustee Report	

12.8	Trust Fund Board November 2015 Report	191 - 191
12.8.1	Briefing re Coastal Douglas-fir & Associated Ecosystems Partnership <u>Conservation Strategy & Attachments</u>	192 - 217
13.	NEW BUSINESS	
13.1	Galiano Island Local Trust Commttee Draft Annual 2016 Meeting Schedule & Memo (for Adoption)	218 - 220
14.	UPCOMING MEETINGS	
14.1	Next Regular Meeting Scheduled for 2016, to be Announced	
15.	TOWN HALL	4:15 PM - 4:30 PM
16.	ADJOURNMENT	4:30 PM - 4:30 PM



DRAFT

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

Galiano Island Local Trust Committee Minutes of Regular Meeting

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

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

Staff Present: Robert Kojima, Regional Planning Manager
David Millership, Recorder

Public and Media Present: There were 48 members of the public present and no media

1. CALL TO ORDER

Chair Busheikin called the meeting to order at 12:30 pm. Introductions were made and she acknowledged that the meeting was being held in traditional territory of the Coast Salish First Nations.

2. APPROVAL OF AGENDA

By general consent the agenda was approved as presented.

3. TOWN HALL AND QUESTIONS

Andrew Loveridge stated support for Galiano Green (GG), Local Trust Committee (LTC) input and expedited process.

Peter Midgley presented the LTC with a petition pertaining to improved cellular and broadband services, which had garnered 480 signatures. He expressed concern with the LTC's decision regarding 3445-50 CT (Rogers) and position regarding Beacon Wireless repeater infrastructure.

Bowie Keefer stated support for cottages being a minimum of 1,000 square feet (sq. ft.)

Stephen Akins stated support for the petition pertaining to improved cellular and broadband services.

Louise Decario stated that, regarding the GL-RZ-2013.1 (Landworks) application, the Galiano Conservancy Association (GCA) has agreed to be a covenant holder. She commented that she will represent the GCA and work with applicant Bowie Keefer.

Geoff Gaylor stated concern with process surrounding GL-RZ-2013.1 (Landworks) and related F3 covenant. Specifically, he objected to Regional Planning Manager (RPM) Kojima meeting with the applicant regarding the F3 covenant, without the community being privy.

Elizabeth Latta stated support for an LTC facilitated Communications Strategy forum.

Trustee Pottle responded that 'Telecommunication Strategy' is on the LTC Projects List.

Tom Hennessy provided a Galiano Green update. He stated hope that the December meeting agenda would include a Public Hearing (PH) pertaining to GG's rezoning application.

Debbie Holmes spoke and then submitted her comments in writing. She asked that Galiano's community planning process be affirmed and stated support for a sustainable forestry covenant template that is simple and clear, includes five main concepts/conditions, and serves Galiano's bylaws.

Gary Coward stated that the LTC's job is governance of a Trust; he supports Debbie Holmes comment; and the covenant process is a disappointment. He spoke to the acknowledgement that this meeting is being held in traditional territory of the Coast Salish First Nations and asked what the Islands Trust is doing to indemnify this land, which was stolen from them.

There was some discussion regarding:

- The need to decide how to approach the issue;
- There being no template that heals relationships and deals with the past/present;
- Being on the cusp of trying to do something about it;
- Resources and competing issues;
- LTC bylaws currently being referred to six First Nations;
- The need to figure out how to engage First Nations and receive direction from them;
- Indemnification being a struggle;
- Wanting to work together for the benefit of each other;
- The need for community leadership on the issue.

A member of the public spoke to GL-RZ-2014.1 (Crystal Mountain Society) and commented that she does not support the application. She stated concern with increased density and water/well contamination from pharmaceutical run-off.

Kiyo Okuda stated that the Islands Trust has a mandate to preserve and protect; the LTC is responsible for protecting the forest-zone from change; radiation from wireless technology is a concern and he hence supports the expansion of landlines instead; preserving and protecting is congruent with the First Nations perspective and shows respect for their heritage; and Bylaw Enforcement (BE) needs to respond to illegal dwellings on forest-zoned lands.

4. COMMUNITY INFORMATION MEETING

4.1 Galiano Island Local Trust Committee Bylaws No. 242 & 243, 253, 254 & 255

Chair Busheikin stated that a Community Information Meeting (CIM) gives the public an opportunity to make comments and/or ask questions.

RPM Kojima provided the following information and stated that in general terms the purpose of:

- Proposed Bylaw No. 242 is to amend Galiano Island Official Community Plan Bylaw No. 108, 1995 to clarify the term 'cottage';
- Proposed Bylaw No. 243 is to amend Galiano Island Land Use Bylaw No. 127, 1999 to permit a larger floor area and greater height for cottages;
- Proposed Bylaw No. 253 is to amend Galiano Island Official Community Plan Bylaw No. 108, 1995 to permit home-based contractor yards by issuance of a Temporary Use Permit (TUP) - the intent being to amend the TUP section of Galiano's Official Community Plan (OCP) in order to include specific TUP guidelines and conditions for home-based contractor yards;
- Proposed Bylaw No. 254 is to amend Galiano Island Official Community Plan Bylaw No. 108, 1995 to outline policies that would allow secondary suites to provide housing options on Galiano Island by permitting secondary suites, and to permit the use of Short Term Vacation Rentals (STVRs) in secondary suites;
- Proposed Bylaw No. 255 is to amend Galiano Island Land Use Bylaw No. 127, 1999 to permit and regulate secondary suites in residential zones and to permit home occupations, such as STVRs, in secondary suites.

A member of the public asked if commercial use includes long-term rentals.

RPM Kojima responded no, and that the proposed bylaws address alternatives to long-term rental use.

A member of the public asked why the LTC decided on a cottage floor area of only 750 sqft. He stated concern that rainwater catchment is a requirement.

RPM Kojima responded that any new construction, including that of cottages, has a rainwater catchment requirement when in water management areas.

Trustee Pottle responded that a cottage floor area of 750 sqft seemed reasonable and that larger cottages aren't precluded as long as a housing agreement is attached.

Gary Coward asked if secondary suites have a sewage requirement.

RPM Kojima responded that septic requirements are tied to building permits.

Debbie Holmes asked for confirmation, that properties in all zones, are to be permitted either a cottage or a secondary suite, not both.

RPM Kojima responded that lots having an area of 0.4 hectares (ha) / one (1) acre or greater, in all zones, are to be permitted either a cottage or a secondary suite and that lots under such an area are to be permitted neither.

Debbie Holmes spoke to home-based contractor yards and asked if there are prohibitions on bio-diesel and/or the storing of large amounts of fuel.

RPM Kojima responded that he is not sure if what is being described is a home-based contractor yard. He stated that: guidelines need to be followed; TUPs are available to contractors; and TUP approvals/conditions are subject to LTC discretion.

Rose Longini asked if the new permitted height for cottages would be 9 metres (m) and if so, why.

RPM Kojima responded yes, he stated that 9 metres was chosen because it aligns with permitted height for houses and enables cottages to be two storeys which can reduce their footprint.

Elizabeth Latta asked if lots zoned Agricultural Land Reserve (ALR) are allowed cottages and secondary suites. She also asked if home-based contractor yards are permitted on lots zoned Private Managed Forest Land (PMFL).

RPM Kojima responded that the Agricultural Land Commission (ALC) allows secondary suites but doesn't allow cottages. He further responded that the LTC can't issue a permit that restricts a forest management activity.

A member of the public asked what TUP means.

RPM Kojima responded that:

- A TUP is a Temporary Use Permit;
- TUPs can be issued by the LTC to permit a use that otherwise would not be permitted by zoning;
- TUPs are valid for three years and can be renewed once;
- TUPs are advertised and neighbour input is welcomed prior to the LTC making a decision;
- TUP approvals/conditions are subject to LTC discretion.

Kiyo Okuda spoke to Bylaw Enforcement (BE) and questioned why the LTC is introducing more regulations/ways for individuals to be non-compliant. He asked what are the consequences of non-compliance and stated concern with the enforcement of compliance.

There was some discussion regarding:

- There being some unsolved compliances;
- There being many voluntary compliances that the community doesn't hear of;
- Voluntary compliance being the goal of BE;
- BE process surrounding warnings, ticketing, and litigation;
- BE being complaint driven;
- The need for balance and not wanting to live in a police state;
- Fines being incentives for compliance;
- Most non-compliances being settled voluntarily.

Debbie Holmes spoke to TUPs and asked if they last for a maximum of six years.

RPM Kojima responded that one TUP permit can last up to a maximum of six years, at which point a new TUP would need to be applied for. He commented that staff generally encourage rezoning applications after the six year period.

Taylor Randle asked if public disclosure of all bylaw infractions is permitted.

RPM Kojima responded that individuals names need to be kept private but that BE statistics are public/published and are available via the Islands Trust website, under Trust Council agenda packages.

Carolyn Jerome asked if BE process regarding the progressive steps of enforcement are publicly available.

RPM Kojima responded yes and stated that such information is available via the Islands Trust website, under Bylaw Enforcement.

Sheila Anderson asked if process surrounding the enforcement of advertised illegal activity has changed.

RPM Kojima responded no, nothing has changed.

Kiyo Okuda spoke to enforcement of advertised illegal activity and stated concern with possible environmental impact(s) - he asked if environmental assessments are done.

RPM Kojima responded that environmental impact(s) is always considered and that a whole series of guidelines, including discretionary ones, are in place.

Tom Hennessy asked for information regarding BE on Denman Island.

Chair Busheikin responded that Denman Island, where she lives, doesn't have a BE ticketing system and that it works.

5. PUBLIC HEARING

5.1 Recess for Public Hearing

5.1.1 Galiano Island Local Trust Committee Bylaws No. 242 & 243, 253, 254 & 255

Chair Busheikin recessed the meeting at 1:45 pm.

See separate Public Hearing Record dated November 2, 2015.

5.2 Recall to order

Chair Busheikin recalled the meeting to order at 3:15 pm.

6. MINUTES

6.1 Local Trust Committee Minutes Dated October 5, 2015

The following amendments to the minutes were presented for consideration:

- Page 3, first bullet point – no changes but do note the quotation marks.
- Page 8, item 12.7, third paragraph – replace “TC” with “Galiano LTC”.
- Page 9, Debbie Holmes comment – replace it with “stated support with variances being able to be obtained for cottages on a case-by-case basis. She commented that the suggestion of allowing both cottages and suites on lots over 5 acres is broad and that there are 162 lots over 5 acres in size, which aren’t in the forest zone.”

By general consent the Galiano Island Local Trust Committee meeting minutes of October 5, 2015 were adopted as amended.

6.2 Section 26 Resolutions Without Meeting Report

none

6.3 Advisory Planning Commission Minutes for Receipt

none

7. BUSINESS ARISING FROM MINUTES

7.1 Follow-up Action List Dated October 2015

RPM Kojima provided information.

8. DELEGATIONS

8.1 S. Foster - Crystal Mountain Rezoning - PowerPoint Presentation

Chair Busheikin introduced Stephen Foster, Crystal Mountain Society representative.

Mr. Foster introduced Janice Oakley, Crystal Mountain Society committee member.

Ms. Oakley spoke to the Crystal Mountain rezoning application and made a PowerPoint presentation regarding such.

Mr. Foster submitted document *Forest Retreat Meditation Centre Proposal*, which provided a summary of the proposal and included a *Draft Crystal Mountain Management Areas and Infrastructure Concept Plan*.

There was some discussion regarding:

- The overall vision;
- Challenges regarding zoning and the F3 model;
- Community benefit(s);
- Build-out taking decades;
- Water being a priority;
- Sanitary wastewater treatment;
- Utilities being a combination of BC Hydro and solar;
- Cars not being allowed on the land;
- Entrance being reoriented to Devina Drive;
- Road through Lot 9 being reduced to a footpath;
- Retreats generally being low impact and respectful of the land;
- Addressing neighbour concerns;
- Density transfer from Lot 9 to Lot 8;
- Consideration of a boundary adjustment;
- Zoning and covenants.

Ms. Oakley stated that additional community information sessions will take place on November 7, 2015 and November 28, 2015.

Mr. Foster stated that a management plan will be submitted this week.

9. CORRESPONDENCE

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

none

10. APPLICATIONS AND REFERRALS

10.1 GL-RZ-2013.1 (Landworks) - Staff Report

RPM Kojima provided information from Memorandum dated October 20, 2015 (File No.: NP-RZ-2013.1 (Landworks)).

Applicant Bowie Keefer was in attendance and spoke to the application.

There was some discussion regarding:

- The Galiano Conservancy Association being the second covenant holder;
- Process, covenants, and options for moving forward;
- Galiano forests needing management.

GL-2015-100

It was MOVED and SECONDED,

THAT, the Galiano Island Local Trust Committee directs staff to come back with further details on the development control covenant to restrict uses on the proposed F3 lot.

CARRIED

10.2 Referral of Application for Road Closure - 21455 Porlier Pass Road - Staff Memo

RPM Kojima provided information from Memorandum dated October 23, 2015.

11. LOCAL TRUST COMMITTEE PROJECTS

11.1 Cottage Review -Staff Memo - Bylaws No. 242 & 243 (for further consideration)

RPM Kojima provided information from Memorandum dated October 20, 2015 (File No.: 6500-20-Galiano Cottage Review).

There was some discussion regarding:

- Staff recommendations;
- OCP Review Affordable Housing Committee recommendations regarding cottage size;
- Advisory Planning Commission (APC) recommendations regarding cottage size;
- Concern(s) regarding water resources;
- Increasing cottage size to 80 square metres (sq. m.).
- Staircases taking up space;
- Making the housing agreement approach more accessible.

GL-2015-101

It was MOVED and SECONDED,

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

CARRIED

GL-2015-102

It was MOVED and SECONDED,

THAT, Galiano Island Local Trust Committee Proposed Bylaw No. 243 be amended by replacing 70 square metres (sq. m.) with 80 square metres (sq. m.) wherever it appears in the bylaw.

CARRIED

GL-2015-103

It was MOVED and SECONDED,

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

CARRIED

GL-2015-104

It was MOVED and SECONDED,

THAT, Galiano Island Local Trust Committee Proposed Bylaw Nos. 242 and 243 be forwarded to the Secretary of the Islands Trust for Executive Committee approval.

CARRIED

GL-2015-105

It was MOVED and SECONDED,

THAT, Galiano Island Local Trust Committee Proposed Bylaw No. 242 be forwarded to the Minister of Community, Sport and Cultural Development for approval.

CARRIED

11.2 Home Base Contractor Yards - Staff Memo - Bylaw No 253 (for further consideration)

GL-2015-106

It was MOVED and SECONDED,

THAT, Galiano Island Local Trust Committee Proposed Bylaw No. 253, cited as "Galiano Island Official Community Plan Bylaw No. 108, 1995, Amendment No. 2, 2015" be given Third Reading.

CARRIED

GL-2015-107

It was MOVED and SECONDED,

THAT, Galiano Island Local Trust Committee Proposed Bylaw No. 253 be forwarded to the Secretary of the Islands Trust for Executive Committee approval.

CARRIED

GL-2015-108

It was MOVED and SECONDED,

THAT, Galiano Island Local Trust Committee Proposed Bylaw No. 253 be forwarded to the Minister of Community, Sport and Cultural Development for approval.

CARRIED

11.3 Secondary Suites Review - Staff Memo - Bylaws No. 254 & 255 (for further consideration)

There was some discussion regarding allowing STVRs in secondary suites.

GL-2015-109

It was MOVED and SECONDED,

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

CARRIED

GL-2015-110

It was MOVED and SECONDED,

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

CARRIED

GL-2015-111

It was MOVED and SECONDED,

THAT, Galiano Island Local Trust Committee Proposed Bylaw Nos. 254 and 255 be forwarded to the Secretary of the Islands Trust for Executive Committee approval.

CARRIED

GL-2015-112

It was MOVED and SECONDED,

THAT, Galiano Island Local Trust Committee Proposed Bylaw No. 254 be forwarded to the Minister of Community, Sport and Cultural Development for approval.

CARRIED

12. REPORTS

12.1 Work Program Reports

12.1.1 Top Priorities Report Dated October 2015

Provided for information.

12.1.2 Projects List Report Dated October 2015

Provided for information.

12.2 Applications Report Dated October 2015

Provided for information.

There was some discussion regarding an upcoming application, hardship and the Board Of Variance (BOV).

12.3 Trustee and Local Expense Report

none

12.4 Adopted Policies and Standing Resolutions

Provided for information.

12.5 Local Trust Committee Webpage

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

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

12.6 Chair's Report

Chair Busheikin reported that the Executive Committee (EC) met with Frank Leonard, new Chair of the Agricultural Land Commission - he hopes to process applications faster and better inform people of their appeals process. Trustees will now receive EC agendas ahead of time. EC will be sending letters to all newly elected Members of Parliament (MPs); Sheila Malcolmson, MP for Nanaimo-Ladysmith is an ally of the Islands Trust. Tomorrow EC will meet with Hon. Peter Fassbender, Minister of Community, Sport and Cultural Development and will ask for the words "and First Nations" to be inserted in the object of the Islands Trust. EC will meet with the Pacific Pilotage Authority regarding anchorages in Islands Trust waters and there are no new developments to report regarding the Chief Administrative Officer (CAO) position.

12.7 Trustee Report

Trustee Harris reported that the Islands Trust Strategic Plan has been adopted and is available via the Islands Trust website. He commented that it's great to see so many community members at today's meeting. He concluded that the LTC will discuss their next three Top Priorities at the next meeting.

Trustee Pottle reported that she has had many conversations regarding telecommunications; she is encouraged by process regarding GL-RZ-2013.1 (Landworks); and she appreciates the community involvement during the process, today and always.

Trustee Harris thanked staff for their work and the availability of the PH binder.

12.8 Trust Fund Board Report Dated October 2015

Chair Busheikin stated that the report was not attached to the agenda package.

13. NEW BUSINESS

none

14. UPCOMING MEETINGS

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

The meeting is scheduled as stated.

15. TOWN HALL

Debbie Holmes stated that she is interested in the covenant relating to GL-RZ-2013.1 (Landworks) and asked the LTC to keep it simple whilst maintaining the integrity of Galiano's bylaws.

Several members of the public thanked the LTC for today's meeting.

A member of the public (on behalf of Lauren Magner) read and submitted a letter, which stated concern regarding cell towers and the negative impact(s) technology can have on the environment, humans and non-humans.

16. CLOSED MEETING (Distributed Under Separate Cover)

none

17. ADJOURNMENT

By general consent the meeting was adjourned at 4:50 pm.

Laura Busheikin, Chair

Certified Correct:

David Millership, Recorder



DRAFT

**Public Hearing
Record Subject to Approval
By the Local Trust Committee**

Galiano Island Local Trust Committee Public Hearing Record

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

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

Staff Present: Robert Kojima, Regional Planning Manager
David Millership, Recorder

Public and Media Present: There were 48 members of the public present and no media

Chair Busheikin called the meeting to order at 1:45 pm. She gave notice and stated Public Hearing (PH) meeting rules and guidelines.

5.1.1 Galiano Island Local Trust Committee Bylaws No. 242 & 243, 253, 254 & 255

Regional Planning Manager (RPM) Kojima provided the following information and stated that in general terms the purpose of:

- Proposed Bylaw No. 242 is to amend Galiano Island Official Community Plan Bylaw No. 108, 1995 to clarify the term 'cottage';
- Proposed Bylaw No. 243 is to amend Galiano Island Land Use Bylaw No. 127, 1999 to permit a larger floor area and greater height for cottages;
- Proposed Bylaw No. 253 is to amend Galiano Island Official Community Plan Bylaw No. 108, 1995 to permit home-based contractor yards by issuance of a Temporary Use Permit (TUP) - the intent being to amend the TUP section of Galiano's Official Community Plan (OCP) in order to include specific TUP guidelines and conditions for home-based contractor yards;
- Proposed Bylaw No. 254 is to amend Galiano Island Official Community Plan Bylaw No. 108, 1995 to outline policies that would allow secondary suites to provide housing options on Galiano Island by permitting secondary suites, and to permit the use of Short Term Vacation Rentals (STVRs) in secondary suites;
- Proposed Bylaw No. 255 is to amend Galiano Island Land Use Bylaw No. 127, 1999 to permit and regulate secondary suites in residential zones and to permit home occupations, such as STVRs, in secondary suites.

RPM Kojima outlined meeting procedures regarding public submissions whereby all written submissions are welcomed and must be received before the PH is closed.

RPM Kojima stated that it is standard procedure for written referral comments and written submissions from the public, if received, to be stored in a public submissions binder that is available for the public to read at any time upon request.

RPM Kojima stated that the PH notice was published in two editions of a newspaper and posted on island bulletin boards.

RPM Kojima stated that Proposed Bylaw Nos. 242, 243, 253, 254 and 255 were referred to a number of agencies and summarized the comments of those agencies that responded.

Chair Busheikin invited the public to make comment regarding cottages.

Kiyo Okuda stated concern with noise and process associated with STVRs.

Bowie Keefer stated support for cottages being a minimum of 1,000 square feet (sq.ft.).

Roger Pettit stated support for increased cottage sizes and affordable housing.

Stephen Akins stated support for renters being heard and an increase in cottage sizes.

Debbie Holmes stated support for Proposed Bylaw No. 243, as is.

Tom Hennessy stated support for Proposed Bylaw No. 243, as is, and larger cottages not being precluded as long as a housing agreement is attached.

Jennifer Garton Hamer stated support for increased cottage sizes.

A member of the public stated support for cottages being a minimum of 1,000 sq. ft.

Doug Latta stated support for cottages being permitted up to a maximum of 1,000 sq. ft.

Louise Decario stated support for Proposed Bylaw No. 243, as is, and larger cottages not being precluded as long as a housing agreement is attached.

Kim Lenglet stated support for a cottage height of 9 metres (m) and a cottage size of 1,500 sq. ft., built over two storeys with each storey being a maximum of 750 sq. ft.

Kiyo Okuda stated support for a cottage size of 750 sq. ft. He stated concern with larger cottages impacting water resources.

Note: there was a break at 2:15 pm and the meeting reconvened at 2:35 pm.

Sheila Anderson stated support for Proposed Bylaw No. 243, as is, and larger cottages not being precluded as long as a housing agreement is attached.

Gary Coward stated support for a cottage size of 750 sq. ft., rainwater collection and composting toilets. He stated concern with cottages being a business proposition.

Bowie Keefer stated support for Proposed Bylaw No. 243 but with a cottage size of 1,000 sq. ft.

Roger Pettit stated support for Proposed Bylaw No. 243 but with a cottage size of 1,000 sq. ft.

Stephen Foster stated support for renters being heard and a diversity of housing.

Michael Durkos stated support for a cottage size of 1,000 sq. ft. and commented that two storeys is cheaper to build.

Nancy McPhee stated support for renters, seniors and a cottage size of 1,000 sq. ft., built over two storeys.

Ed Andrusiak stated support for Proposed Bylaw No. 243, as is. He commented that Galiano has a water management issue not a water issue.

Sidney Brannan stated support for a cottage size of 750 sq. ft. and water resource management. She stated concern with noise associated with STVRs.

Akasha Forest stated support for Proposed Bylaw No. 243, as is, affordable housing and community engagement. She commented that attainable housing is not affordable housing.

Tom Hennessy stated support for Galiano Green (GG) obtaining a Temporary Use Permit (TUP) for composting toilets.

Chair Busheikin invited the public to make comment regarding home-based contractor yards.

Taylor Randle stated concern that TUPs only last for a maximum of six years.

Debbie Holmes stated support for Proposed Bylaw No. 253, as is.

Louise Decario stated support for Proposed Bylaw No. 253, as is.

Chair Busheikin invited the public to make comment regarding secondary suites.

Debbie Holmes stated support for Proposed Bylaw Nos. 254 and 255, as is.

Kiyo Okuda stated support for Proposed Bylaw Nos. 254 and 255 but with STVRs not being permitted. He commented that STVRs should require neighbour/hood approval.

Tom Hennessy raised the idea of housing agreements being attached to secondary suites, in some circumstances.

Gary Coward stated support for Proposed Bylaw Nos. 254 and 255 but with STVRs not being permitted. He commented that STVRs should require neighbour/hood approval.

Roger Pettit stated support for Proposed Bylaw Nos. 254 and 255, as is.

Connie Nordin stated support for secondary suites.

Louise Decario stated support for Proposed Bylaw Nos. 254 and 255, as is.

Ed Andrusiak stated support for Proposed Bylaw Nos. 254 and 255, as is, and for seniors being able to age in place.

Doug Latta stated support for Proposed Bylaw Nos. 254 and 255, as is.

Tom Hennessy stated support for Proposed Bylaw Nos. 254 and 255, as is.

Bowie Keefer stated support for Proposed Bylaw Nos. 254 and 255, as is.

Akasha Forest stated support for Proposed Bylaw Nos. 254 and 255, as is.

Michael Durkos stated support for Proposed Bylaw Nos. 254 and 255, as is.

Sheila Anderson stated support for Proposed Bylaw Nos. 254 and 255, as is.

Avis Seeds stated support for Proposed Bylaw Nos. 254 and 255, as is.

Sidney Brannan stated support for Proposed Bylaw Nos. 254 and 255, as is.

Taylor Randle stated support for Proposed Bylaw Nos. 254 and 255, as is.

Chair Busheikin called three times for further comments from the public, there being no further comments she closed the Public Hearing.

Chair Busheikin declared the meeting adjourned at 3:15 pm.

I CERTIFY THAT THIS IS A FAIR AND ACCURATE SUMMARY OF THE NATURE OF REPRESENTATIONS RESPECTING THE MEETING HELD.

Laura Busheikin, Chair

Certified Correct:

David Millership, Recorder

Follow Up Action Report

Galiano Island

01-Jun-2015

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

02-Nov-2015

No.	Activity	Responsibility	Target Date	Status
3	6.1 Minutes adopted as amended	Lori Foster	16-Nov-2015	Done
4	10.1 Landworks rezoning - staff to report back with options to revise development control covenant to restrict use of F3 lot while forestry covenant is finalized	Robert Kojima	26-Nov-2015	Done
5	11.1 Bylaws 242/243 (Cottages) - bylaw 242 given third reading - DONE - bylaw 243 amended - DONE - bylaw 243 given third reading as amended - DONE - forwarded to EC - DONE - forwarded to Minister - DONE	Sharon Lloyd-deRosario Kim Farris	13-Nov-2015	Done
6	11.2 Bylaw 253 (contractor yards): - given third reading - DONE - forwarded to EC - DONE - forwarded to minister - DONE	Sharon Lloyd-deRosario Kim Farris	20-Nov-2015	Done

Follow Up Action Report

- 7 11.3 Bylaw 254/254 (secondary suites):
- bylaws given third reading - DONE
 - forwarded to EC - DONE
 - forwarded to minister - DONE
-

Sharon Lloyd-deRosario 27-Nov-2015
Kim Farris

Done

COPIED TO

☒ PLANNER

☒ LTC

☒ ~~DEPUTY~~
SECRETARY

Rose Longini

[REDACTED]
Galiano Island, B.C.

October 29, 2015

Rec'd @
~~LCnty~~ LTCnty
- Nov 2/15
7 Dec agenda

To: Galiano Island Local Trust Committee and Planners
Re: Proposed cell tower for Galiano Island

The proponents and the protesters of a cell tower hold differing views of HEALTH. The proponents focus on the event of disasters and accidents; the protesters promote protection of the health of the natural amenities of the island--the forests, lands, and groundwater--which is the necessary condition for prevention of illness and disaster.

Underlying the issue is the concept of ECONOMIC DEVELOPMENT. There's an idea that wireless connectivity will bring lots of new residents to Galiano and that would boost the economy. But can our forests and groundwater support a considerable population growth? Can our narrow roads accommodate many more vehicles without accidents?

"A Short History of Progress" by Ronald Wright documents the fall of civilizations as they grow beyond the capacity of their natural resources. Keeping that in mind, we can be immensely grateful for the resources we have right now.

Because of its forest lands and its small population, Galiano offers an alternative quality of life, different from that on the islands that were subdivided before the establishment of the Islands Trust. It would be a pity to lose that alternative choice. Trustees, planners and residents should stay focussed on our responsibility to uphold the Islands Trust--an eco-government unique in Canada. We should all be putting lots more energy and thought into protecting what we have instead of facilitating development that would undermine it.

QUESTION: Is there information or documentation about the recently increased cellphone reception on Galiano? Shouldn't this be a precursor to upgrading infrastructure?

Sincerely,

[REDACTED]

STAFF REPORT

Date: November 25, 2015

File No.: GL-DVP-2015.23
(Black)

To: Galiano Island Local Trust Committee
Regular Meeting of December 7, 2015

From: Kim Farris, A/Planner 2

CC: Robert Kojima, Regional Planning Manager

Re: Development Variance Application GL-DVP-2015-3

Owner: Reina Black
Applicant: Same
Description: Lot 1, District Lot 2, Galiano Island, Cowichan District, Plan 18949
PID: 003-820-548
Civic Address: 162 Highland Road, Galiano Island

THE PROPOSAL:

This report is to consider a Development Variance Permit (GL-DVP-2015.3) for setbacks from an exterior and interior lot lines to legalize the existing buildings and structures on the subject property by varying:

- a) Article 5.3.8.2 is varied to reduce the setback to the interior side lot line from 6.0 metres to:
 - i. 3.65 metres for an existing dwelling unit, and
 - ii. 1.78 metres for an existing Atco trailer.
- b) Article 5.3.8.3 is varied to reduce the setback to the exterior side lot line from 6.0 metres to:
 - i. 0.46 metres for an existing garage
 - ii. 0.13 metres for an existing tree house, and
 - iii. 0.0 metres for existing wood shed and cistern.

A copy of proposed Development Variance Permit GL-DVP-2015.3 (Black) is attached.

BACKGROUND:

The subject property contains a dwelling unit and numerous accessory residential buildings and structures – see Figure 2 survey site plan. The property owner states that the dwelling unit, garage, wood shed, and cistern were constructed in the 1930s prior to land use regulations. The tree house was then constructed in the 1980s and the Atco trailer was placed on the property in 1991.

It was brought to the property owner's attention during a bylaw enforcement complaint investigation that a number of the buildings and structures located on the property did not meet the LUB setbacks. The property owner is now requesting variances for the non-conforming buildings and structures in order to comply with the LUB siting requirements.

During a site visit, the property owner also mentioned that she was in the process of removing the recreational vehicle from the property and hopes to make exterior improvements to the Atco trailer.

SITE CONTEXT:

The property is 0.245 ha (0.6 acres) in area located on Highland Road on the south of Galiano Island near Georgeson Bay. The parcel is of a similar size and use as surrounding properties with the exception of larger parcels in the same zone to the north.

The property slopes from the north (front and exterior) property line from Highland Road down towards Georgeson Bay Road. There are multiple buildings and structures located on the subject property some of which require variances to legalize their siting. A RV and Atco trailer are also located on the property.

Figure 1 indicates the location of the subject property and Figure 2 shows the locations of the existing buildings and structures.

Figure 1: Subject Property

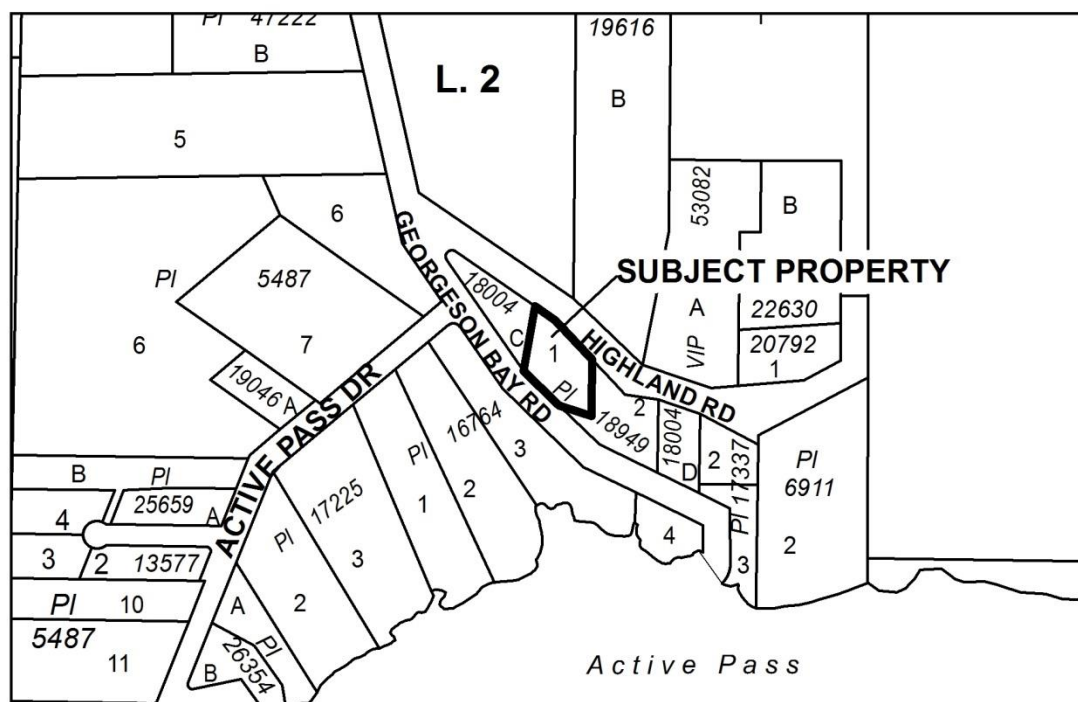


Figure 2: Site Plan

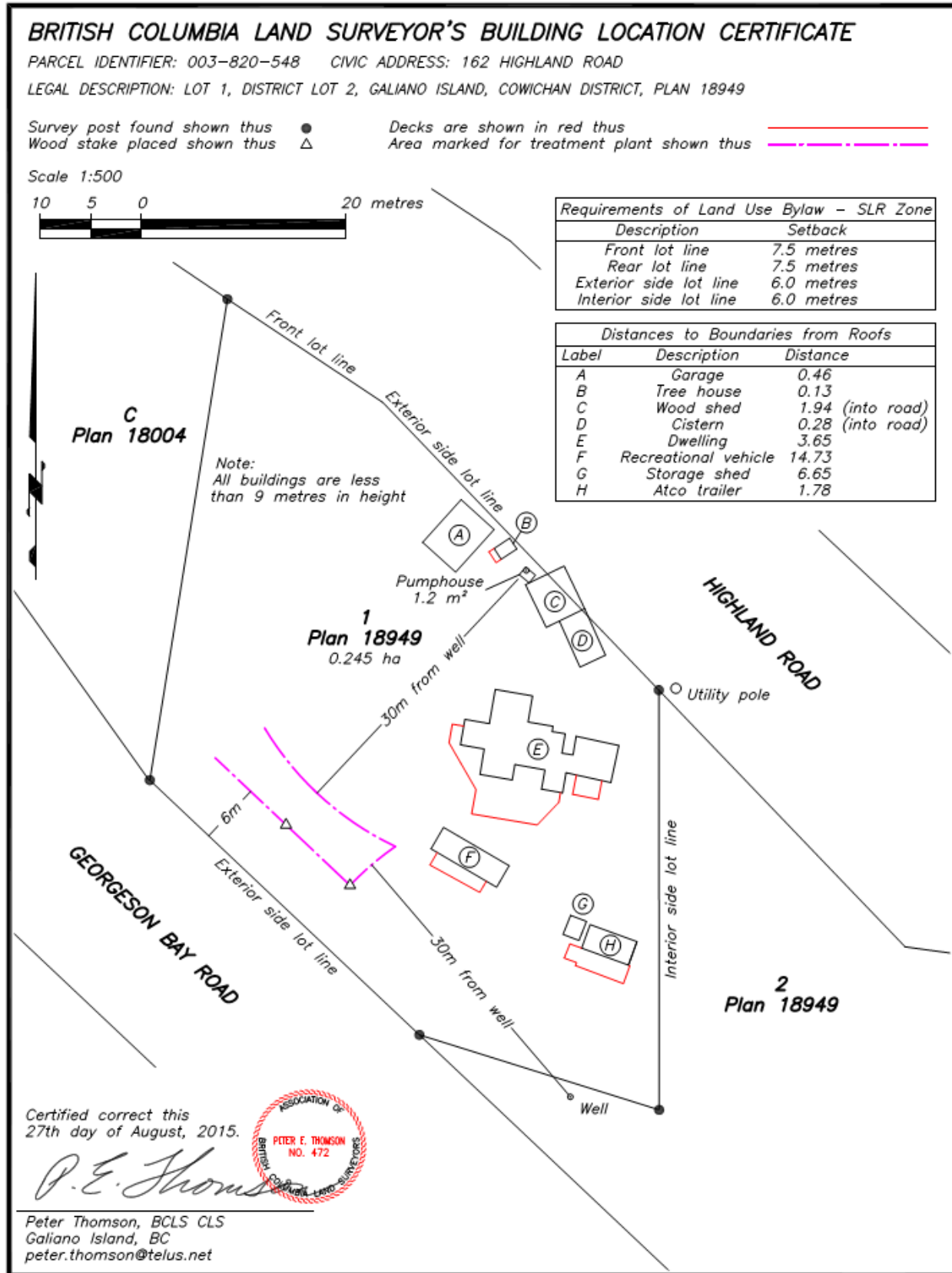


Figure 3: Ortho Photo



CURRENT PLANNING STATUS OF SUBJECT LANDS:

Islands Trust Policy Statement:

There are no directive policies relevant to this application.

Official Community Plan

The property is designated Small Lot Residential in the Galiano Island Official Community Plan Bylaw 108, 1995. Portions of the property are located within the Development Permit Area (DPA) 7 – Steep Slope (Moderate Hazard). The DPA is distant from the variances and legalizing the siting of the buildings and structures will not impact the area.

Figure 4: Development Permit Area 7 (Steep Slope)

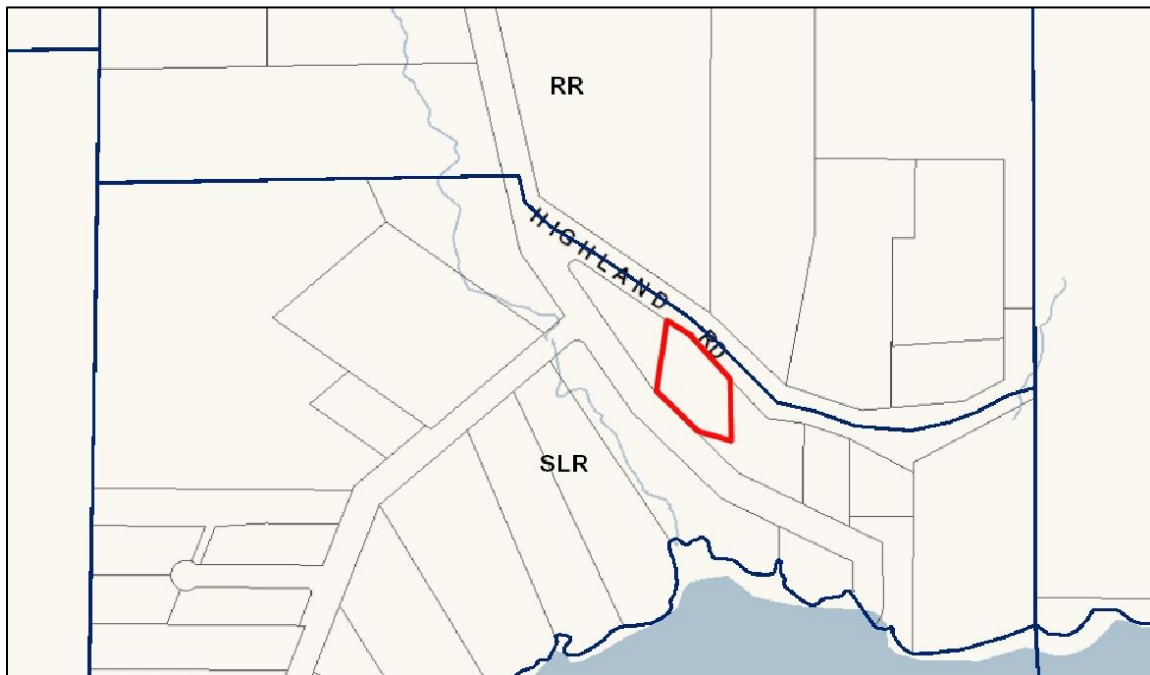


Land Use Bylaw

The subject property is zoned as Small Lot Residential (SLR) in the Galiano Island Land Use Bylaw No. 127, 1999. Adjacent properties are similarly zoned, with properties on the opposite side of Highland Road being zoned Rural Residential (RR). The specific bylaw regulations relevant to this application include:

- Article 5.3.8.2 – Buildings and structures must be sited at least 6.0 metres from each interior side lot line; and
- Article 5.3.8.3 - Buildings and structures must be sited at least 6.0 metres from each exterior side lot line.

Figure 5: Zoning



Islands Trust Fund

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

Regional Conservation Plan

This application has no considerations for the Regional Conservation Plan.

Sensitive Ecosystems and Hazard Areas

Mapping indicates that there are no sensitive ecosystems on the subject property. The Steep Slope Hazard Mapping shows low to moderate hazard areas.

Figure 6: Low & Moderate Steep Slopes



Archaeological Sites

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

Notwithstanding the foregoing, and by copy of this report, the owners and applicant should be aware that there is still a chance that the lot may contain previously unrecorded archaeological material that is protected under the *Heritage Conservation Act*. This would most likely be indicated by the presence of areas of dark-stained soils containing conspicuous amounts of fire-stained or fire-broken rock, artifacts such as arrowheads or other stone tools, or even buried human remains. If such material is encountered during development, all work should cease and Archaeology Branch should be contacted immediately at (250) 953-3334 as a *Heritage Conservation Act* permit may be needed before further development is undertaken. This may involve the need to hire a qualified archaeologist to monitor the work.

Covenants

There is a 1971 covenant (building scheme) registered on the property that predates the adoption of zoning on Galliano Island. The covenant has no bearing on the variance application.

Bylaw Enforcement:

There is an open bylaw enforcement file for this subject property regarding the use of two accessory structures (RV and Atco trailer) used for human habitation. During the compliant investigation, the property owner was made aware that some buildings and structures located on the property did not meet the LUB setbacks. The property owner is now requesting variances for the non-conforming buildings and structures in order to comply with the LUB siting requirements. The property owner is also aware that accessory structures are not permitted to be used for human habitation. Bylaw enforcement is aware of the Development Variance Permit application, and will be notified of the LTC's decision.

Climate Change Mitigation and Adaptation

This application has no impact on climate change mitigation and adaptation.

Other:

CRD: The referral was recently sent to Building Inspection for comment on the requested variances. To date, a response from the Building Inspection has not been received. Any relevant comments from the CRD will be forwarded to the LTC and presented at the Galiano Island LTC meeting on December 7, 2015.

MOTI: The property owner received an Encroachment Permit (dated October 2, 2015) from the Ministry of Transportation and Infrastructure for the wood shed and cistern as a portion of these structures are located on the road right-of-way.

RESULTS OF CIRCULATION:

Notices were circulated to surrounding property owners and residents. The notification period will end at 4:30 p.m. on December 4, 2015. At the writing of this report one public submission was received and is attached to this report. Any further public submissions will be forwarded to the LTC and presented at the Galiano Island LTC meeting on December 7, 2015.

ISSUES SUMMARY:

Applicant's stated rationale for the proposed variance.

The applicant has stated that the rationale for the variances is to legalize the existing buildings and structures in order to be compliant with the Galiano Island LUB.

The overall intent of the regulation being varied.

The setback regulation to property lines are intended to minimize impacts on adjacent property related to: building code requirements, aesthetic, and privacy concerns. Regulating setbacks also helps to provide a consistent pattern of development within a given zone and to provide for greenspace.

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:

The proposed variances are to legalize the siting of existing buildings and structures on the subject property. A number of the buildings have been on the property since 1930s, while the tree house was then constructed in the 1980s and the Atco trailer was placed on the property in 1991.

Siting of garage, tree house, wood shed, cistern and dwelling unit (noted as A, B, C, D, and E of survey site plan)

The structures labelled A through E with the exception of B (tree house) on the survey site plan were located on the subject property prior to land use bylaws. Staff are supporting these variances for the following reasons:

1. the buildings having been in place for a substantial period of time prior to land use bylaws (with the exception of the tree house) and there will be no visual change;
2. the property owner is not requested any alterations or additions to these structures,

3. MOTI approved an Encroachment Permit for the wood shed and cistern;
4. there are no sensitive ecosystems on the lot to be disturbed;
5. there are no bylaw enforcement complaints for buildings and structures A through E on survey site plan; and
6. the variance would legalize the siting of the pre-existing non-conforming buildings and structures.

Siting of Atco Trailer (noted as H on survey site plan)

The property owner is also requesting to reduce the setback to the interior side lot line from 6.0 metres to 1.78 metres for the Atco trailer that was placed on the property in 1991. The Atco trailer currently rests on cement blocks and has a small deck off the entrance which is in the process of being replaced. There is an active bylaw enforcement file regarding the use of the trailer for human habitation. The property owner is now aware that this structure is not permitted to be used as a second dwelling unit.

The siting of the Atco trailer is also a subject of concern for neighbouring property owners as outlined in the attached letter.

When reviewing variances for existing structures, there are a number of points to consider.

1. The ability for the property owner to meet the setback: The nature of a trailer is for it to be mobile. Although this structure is resting on blocks, it would still be able to be relocated by machinery.
2. Location Suitability: There are a number of other areas on the property where the Atco trailer could be moved that would meet the setbacks in the LUB. For example, the area just west of the Atco trailer where the RV is located is level ground and could be suitable for placement of the trailer while meeting setbacks.
3. Neighbour Concerns: Staff received a letter outlining concerns for the proposed variance for the Atco trailer – attached.

Based on the points noted above, staff does not support the variance for the Atco trailer as a strong rationale to keep its existing location was not provided, there are other suitable locations on the subject property that would meet the LUB setbacks, the neighbour has provided comments that indicate that there are impacts from the trailer, and there is minimal hardship and financial burden for the property owner to move the structure to meet the setbacks.

Options:

The Galiano Island LTC has the following options for consideration:

1. approve some of the requested variances;
2. approve all of the requested variances;
3. approve none of the requested variances; or
4. Not make a decision if the LTC believes more information is required.

Staff is recommending support for variances for the garage, tree house, wood shed, cistern and dwelling unit noted as 2a to 2e on the draft variance permit attached based on the reasons outlined above. Due to the concerns from the neighbours, and other suitable locations for the Atco trailer that would meet the land use bylaw siting regulations, staff recommends not approving the variance for the Atco trailer and removing it from the permit (2f).

RECOMMENDATIONS:

1. THAT GL-DVP-2015.3 (Black) be amended by deleting variance for the Atco Trailer (Part 2f) and,
2. THAT the amended GL-DVP-2015.3 (Black) be APPROVED.

Prepared and Submitted by:



Kim Farris
A/Planner 2

November 25, 2015

Date

Concurred in by:



Robert Kojima
Regional Planning Manager

November 27, 2015

Date

Attachments: Proposed Permit GL-DVP-2015.2
Notification for GL-DVP-2015.2



PROPOSED
GALIANO ISLAND LAND LOCAL TRUST COMMITTEE
DEVELOPMENT VARIANCE PERMIT
GL-DVP-2015.3

To: Reina Black

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

Lot 1, District Lot 2, Galiano Island, Cowichan District, Plan 18949
(PID: 003-820-548)

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

a) *For the existing Garage (Shown on Schedule A as Label A):*

- i) Article 5.3.8.3 is varied to reduce the setback from the exterior side lot line from 6.0 metres to 0.46 metres.

b) *For the existing Tree House (Shown on Schedule A as Label B):*

- i) Article 5.3.8.3 is varied to reduce the setback from the exterior side lot line from 6.0 metres to 0.13 metres.

c) *For the existing Wood Shed (Shown on Schedule A as Label C):*

- i) Article 5.3.8.3 is varied to reduce the setback from the exterior side lot line from 6.0 metres to 0.0 metres.

d) *For the existing Cistern (Shown on Schedule A as Label D):*

- i) Article 5.3.8.3 is varied to reduce the setback from the exterior side lot line from 6.0 metres to 0.0 metres.

e) *For the existing Dwelling Unit (Shown on Schedule A as Label E):*

- i) Article 5.3.8.2 is varied to reduce the setback from the interior side lot line from 6.0 metres to 3.65 metres.

f) *For the existing Atco Trailer (Shown on Schedule A as Label H):*

- i) Article 5.3.8.2 is varied to reduce the setback from the interior side lot line from 6.0 metres to 1.78 metres.

The development shall be consistent with Schedule 'A' which are attached to and form part of this permit.

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

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

Deputy Secretary, Islands Trust

Date of Issuance

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

GALIANO ISLAND LOCAL TRUST COMMITTEE

GL-DVP-2015.3

SCHEDULE 'A'

BRITISH COLUMBIA LAND SURVEYOR'S BUILDING LOCATION CERTIFICATE

PARCEL IDENTIFIER: 003-820-548 CIVIC ADDRESS: 162 HIGHLAND ROAD

LEGAL DESCRIPTION: LOT 1, DISTRICT LOT 2, GALIANO ISLAND, COWICHAN DISTRICT, PLAN 18949

Survey post found shown thus ●
Wood stake placed shown thus △

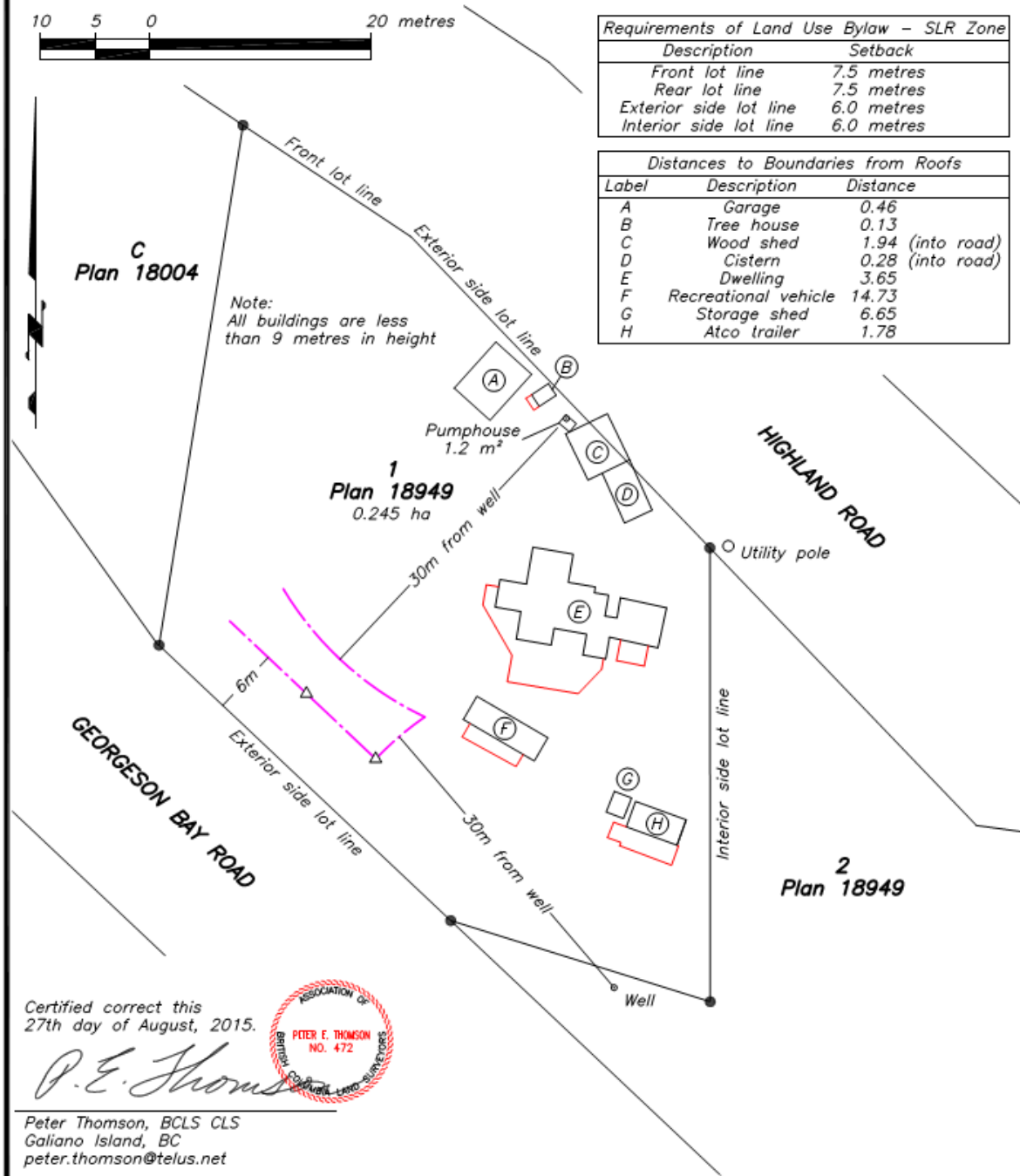
Decks are shown in red thus ———
Area marked for treatment plant shown thus - - - - -

Scale 1:500



Requirements of Land Use Bylaw – SLR Zone	
Description	Setback
Front lot line	7.5 metres
Rear lot line	7.5 metres
Exterior side lot line	6.0 metres
Interior side lot line	6.0 metres

Distances to Boundaries from Roofs		
Label	Description	Distance
A	Garage	0.46
B	Tree house	0.13
C	Wood shed	1.94 (into road)
D	Cistern	0.28 (into road)
E	Dwelling	3.65
F	Recreational vehicle	14.73
G	Storage shed	6.65
H	Atco trailer	1.78



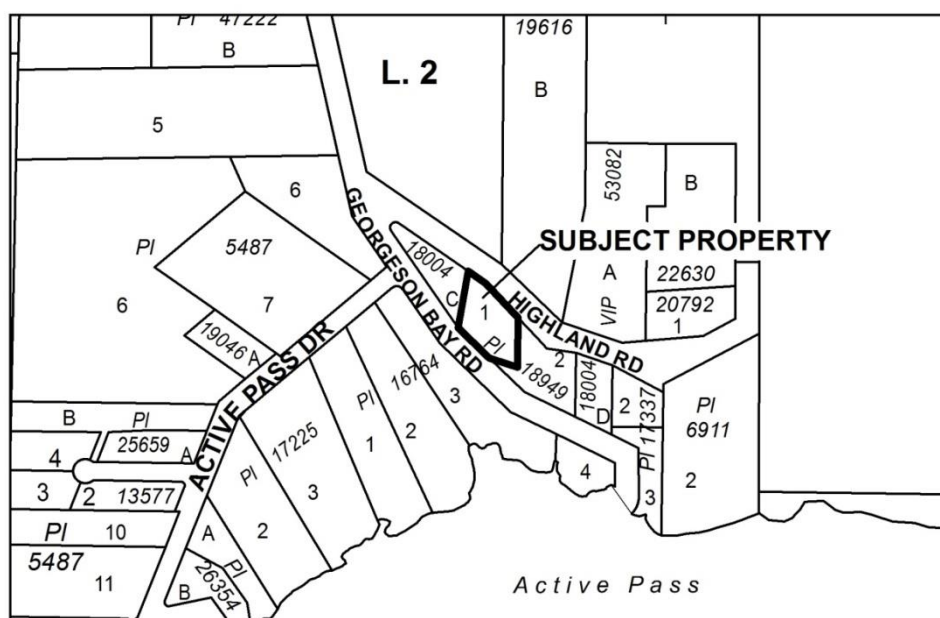
NOTICE
GL-DVP-2015.3
GALIANO ISLAND LOCAL TRUST COMMITTEE

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 the Galiano Island Land Use Bylaw 127, 1999 to legalize the existing buildings and structures on the subject property by varying:

- a) Article 5.3.8.2 is varied to reduce the setback to the interior side lot line from 6.0 metres to:
 - i. 3.65 metres for an existing dwelling unit, and
 - ii. 1.78 metres for an existing Atco trailer.
- b) Article 5.3.8.3 is varied to reduce the setback to the exterior side lot line from 6.0 metres to:
 - i. 0.46 metres for an existing garage
 - ii. 0.13 metres for an existing tree house, and
 - iii. 0.0 metres for existing wood shed and cistern.

The property is located at 162 Highland Road and is legally described as Lot 1, District Lot 2, Galiano Island, Cowichan District, Plan 18949. PID: 003-820-548

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 , **November 23, 2015** and continuing up to and including , **December 4, 2015**.

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, **November 23, 2015**. Also, attached for your convenience is a copy of the proposed permit.

Enquiries or comments should be directed to Kim Farris, A/Planner 2 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; or by fax (250) 405-5155; or by email to: information@islandstrust.bc.ca before 4:30 pm, **December 4, 2015**.

The Galiano Island Local Trust Committee may consider a resolution allowing for the issuance of the permit during the regular business meeting starting at a.m., **December 7, 2015**, at the South Community Hall, 141 Sturdies Bayt 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.

Sharon Lloyd-deRosario, Deputy Secretary

November 24, 2015

Kim Farris
A/Planner 2
Islands Trust

**Re: Galiano Island Land Local Trust Committee Development Variance Permit
GL-DVP-2015.3**

Dear Ms. Farris:

We are residents of Lot 2, Plan 18949, immediately to the east of the subject property at 162 Highland Road. As such, we share the “interior side lot line”, as labeled in *Schedule A* of the application noted above. Due to the shared property line, we have serious and proprietary concerns regarding the proposed development variance permit.

We are strongly opposed to the proposed variance for the “Atco trailer” (“Label H” in *Schedule A*). This particular set-back issue was discovered earlier this year by Islands Trust staff, and it directly affects our own property for the following reasons:

1. The Atco trailer has a setback of just 1.78 metres. The bylaw stipulating a setback of six metres equally protects the property line for each owner. We would like the standard legal setback of six meters to apply, as any owner would reasonably expect. Classified as a trailer, it should be moveable to a more suitable – and legal — location.
2. Granting a variance for this trailer’s setback would limit any future development or re-development of our own property, near this property line.
3. According to Islands Trust staff, the bylaws – at the time of installation of the trailer at this location – required a six-metre setback, as is the case with the current bylaw; the property owner should have researched and adhered to the bylaw.
4. The Atco trailer has been used illegally as a rental residence for the past 11 years, during the time we have lived next door. According to the Islands Trust, this is not a permitted use of the structure. The previous owners of our house also had problems with the trailer’s location and use as a rental and filed a complaint with the CRD in 2003.
5. Finally, the Atco trailer is very visible from our house and the entrance to our property. It is located directly at eye-level from our front door, deck, and kitchen – almost as close as possible to our house. It is not well maintained and is an eyesore (see attached photos). As such, this structure has a negative impact on the value on our property.

We trust that you will take our concerns into consideration. Thank you.

Yours truly,

Cameron McGowan and Daniel Peiser
Galiano Island, BC



Two views from our property: the green Atco trailer (“Label H”) is at right, with the recreational vehicle (“Label F”) at left, while the dwelling (“Label E”) is above. NB: red disk denotes property line.





Islands Trust

BYLAW REFERRAL

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 **Application No.:** SS-RZ-2015.1 **Date:** November 5, 2015

You are requested to comment on the attached referral for potential effect on your agency's interests. We would appreciate your response within **30 days**.

APPLICANTS NAME / ADDRESS:

Salt Spring Island Sailing Club, 150 Douglas Road, Salt Spring Island

PURPOSE OF BYLAW:

To rezone the property from Residential 9 (R9) to an R9 variant that would allow a private boat club house, and a parking lot for a private boat club. Zoning will also permit a dwelling unit and buildings and structures accessory to a private boat club. The Salt Spring Island Sailing Club has operated from the subject property since 1978. No new construction is proposed at the present time.

GENERAL LOCATION:

150 Douglas Road, Salt Spring Island

LEGAL DESCRIPTION:

Lot 1, Section 19, Range 4 East, North Salt Spring Island, Cowichan District, Plan VIP55672

SIZE OF PROPERTY AFFECTED:

0.83 hectares

ALR STATUS:

No

OFFICIAL COMMUNITY PLAN DESIGNATION:

Residential Neighbourhoods

OTHER INFORMATION:

Please see attached staff report and Proposed Bylaw No. 485 at 1st reading.

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 Rezoning Application. A subsequent bylaw referral form may be sent to your agency at a future date.

Name: Jason Youmans

Title Planner 2

This referral has been sent to the following agencies:

Federal Agencies

Department of Fisheries and Oceans

Provincial Agencies

Ministry of Forests, Lands and Natural Resource Operations,
Environment

First Nations

Te'Mexw Treaty Association
Hul'qumi'num Treaty Group (for information only)
Pauquachin First Nation
Malahat First Nation
Tsartlip First Nation
Tsawout First Nation
Tsawwassen First Nation

Regional Agencies

Island Health
North Salt Spring Water District
Capital Regional District
Harbour Authority

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

Tseycum First Nation
Chemainus First Nation
Cowichan Tribes
Halalt First Nation
Lake Cowichan First Nation
Lyackson First Nation
Penelakut First Nation
Semiahmoo First Nation

REFERRAL FORM RESPONSE SUMMARY

☐ Approval Recommended for Reasons Outlined Below

☐ Approval Recommended Subject to Conditions Outlined Below

☐ Interests Unaffected

☐ Approval Not Recommended Due to Reason Outlined Below

Salt Spring Island Trust Area
(Island)

SS-BL-485
(Application Number)

(Signature)

(Title)

(Date)

(Agency)



Memorandum

Date: November 18, 2015
To: Galiano Island Local Trust Committee
For the meeting of December 7, 2015
From: Kim Farris, A/Planner 2
Re: Adoption of Proposed Bylaw Nos. 251 & 252 (LUB & OCP)

In general terms, the purpose of Proposed Bylaw No. 251 is to amend the Galiano Island Land Use Bylaw No. 127, 1999, Schedule B (Zoning Map) in order to rezone a property from Rural 2 to Nature Protection.

Similarly, the purpose of Proposed Bylaw No. 252 is to amend the Galiano Island Official Community Plan Bylaw No. 108, 1995, Schedule B (Land Use Designations) in order to re-designate the same subject property from Rural to Nature Protection.

First Reading was given to proposed Bylaw Nos. 251 and 252 at the June 1, 2015 Galiano Island LTC meeting. A community information meeting and public hearing was held as part of the regular LTC business meeting on July 6, 2015. Following the public hearing proposed Bylaw Nos. 251 and 252 was given Second and Third Reading. The Islands Trust Policy Statement Checklist was endorsed by the LTC at the meeting of June 1, 2015.

On July 15, 2015, the Islands Trust Executive Committee approved proposed Bylaw Nos. 251 and 252. The Minister of Community, Sport and Cultural Development approved Bylaw No. 252 on November 18, 2015 (approval is not required for LUB amendments).

As Executive Committee and Minister approval has been given and there are no conditions to be met for bylaw adoption, staff recommend the LTC give fourth and final reading to Bylaw Nos. 251 and 252. The proposed bylaws are attached to this memo.

RECOMMENDATIONS:

1. THAT Galiano Island Local Trust Committee proposed Bylaw No. 252, cited as "Galiano Island Official Community Plan Bylaw No. 108, 1995, Amendment No. 1, 2015" be adopted.
2. THAT Galiano Island Local Trust Committee proposed Bylaw No. 251, cited as "Galiano Island Land Use Bylaw No. 127, 1999, Amendment No. 2, 2015" be adopted.

Attachment 1 – Proposed Bylaw Nos. 251 & 252

pc Robert Kojima, Regional Planning Manager

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

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

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

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

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

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

1. CITATION

This Bylaw may be cited for all purposes as “Galiano Island Official Community Plan Bylaw No. 108, 1995, Amendment No. 1, 2015”.

2. SCHEDULES

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

3. SEVERABILITY

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

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

PUBLIC HEARING HELD this 6th day of JULY , 2015.

READ A SECOND TIME this 6th day of JULY , 2015.

READ A THIRD TIME this 6th day of JULY , 2015.

APPROVED BY THE EXECUTIVE COMMITTEE OF THE ISLANDS TRUST this
15th day of JULY , 2015.

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

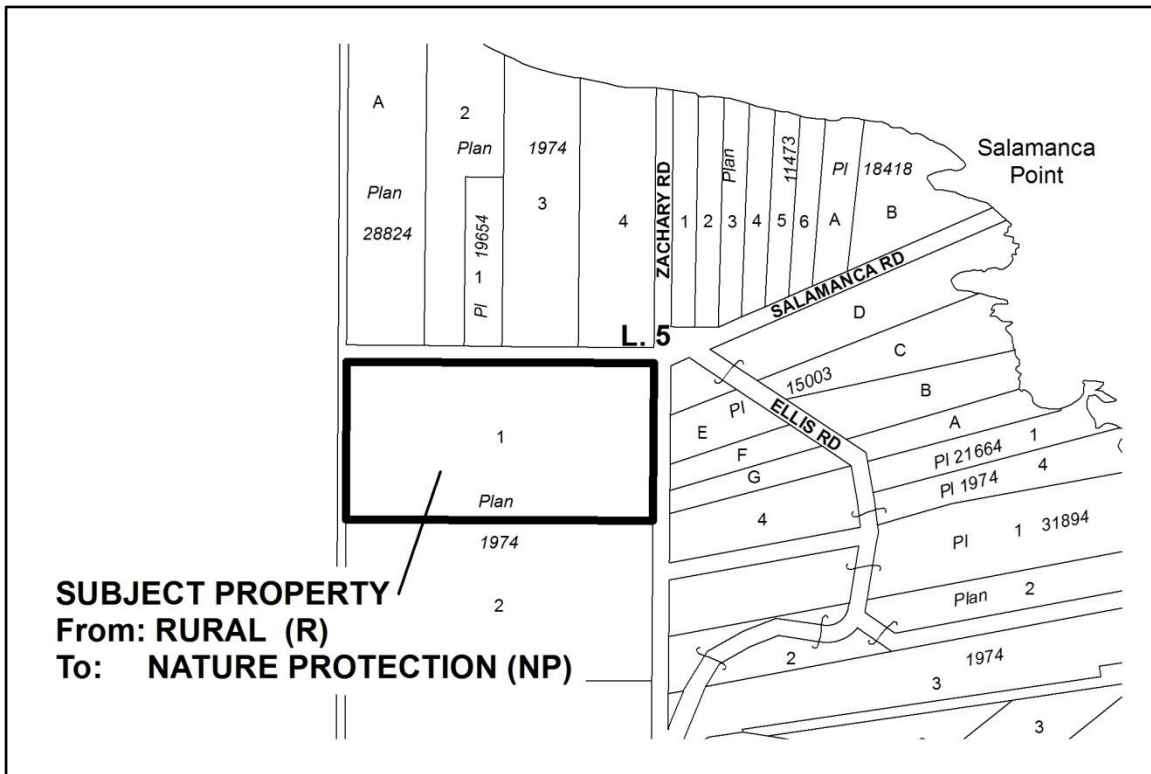
ADOPTED this day of , 20.

SECRETARY

CHAIRPERSON

GALIANO ISLAND LOCAL TRUST COMMITTEE
BYLAW No. 252
SCHEDULE 1

1. Schedule B (Land Use Designation) is amended for the lands legally described Lot 1, Block 9, District Lot 5, Galiano Island, Cowichan District, Plan 1974 as depicted in the map below.



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

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

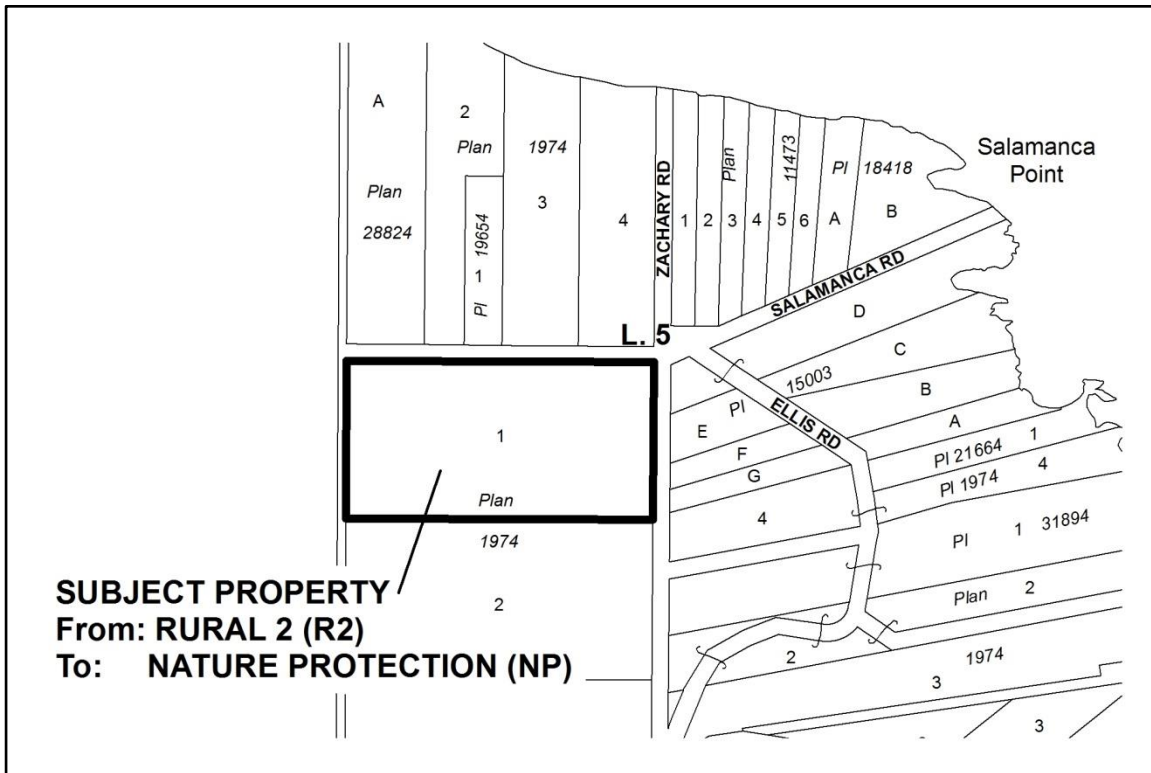
- A. Bylaw No. 127, cited as “Galiano Island Land Use Bylaw No. 127, 1999” is amended as follows:
 - 1. Schedule B (Zoning Map) is amended for the lands legally described Lot 1, Block 9, District Lot 5, Galiano Island, Cowichan District, Plan 1974 from Rural 2 (R2) to Nature Protection (NP) as shown on Plan No.1 which is attached to and forms part of this bylaw.
- B. This bylaw may be cited for all purposes as the “Galiano Island Land Use Bylaw No. 127, 1999, Amendment No. 2, 2015”.

READ A FIRST TIME THIS	1 st	DAY OF	JUNE	2015
PUBLIC HEARING HELD THIS	6 th	DAY OF	JULY	2015
READ A SECOND TIME THIS	6 TH	DAY OF	JULY	2015
READ A THIRD TIME THIS	6 TH	DAY OF	JULY	2015
APPROVED BY THE EXECUTIVE COMMITTEE OF THE ISLANDS TRUST THIS				
	15 th	DAY OF	JULY	2015
ADOPTED THIS		DAY OF		201_

DEPUTY SECRETARY

CHAIRPERSON

**GALIANO ISLAND LOCAL TRUST COMMITTEE
BYLAW NO. 251
PLAN NO. 1**



STAFF REPORT

Date: November 27, 2015

File No.: GL-RZ-2014.1
Crystal Mountain

To: Galiano Island Local Trust Committee
For the meeting of December 7, 2015

From: Kim Farris
A/Planner 2

CC: Robert Kojima
Regional Planning Manager

Re: Preliminary Report - Bylaw Amendment Application

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

PURPOSE OF REPORT:

The purpose of this report is to provide an update on the status of this application, material provided from the applicant to date, and options on proceeding with the application.

BACKGROUND:

Background information on the property, the proposal, professional reports, and the preliminary staff report are available on the LTC webpage under 'Current Applications':
<http://www.islandstrust.bc.ca/islands/local-trust-areas/galiano/current-applications.aspx>

At the February 2, 2015 regular meeting the Galiano Island Local Trust Committee (LTC) passed the following resolution:

“GL-2015-002

It was MOVED and SECONDED,

That the Galiano Island Local Trust Committee direct staff to proceed with the application GL-RZ-2014.1 (Crystal Mountain) but before preparing draft bylaws address the following:

- (1) Submit a survey regarding the proposed building sites, accesses and Development Permit Areas and the location and size of all existing structures;
- (2) Indicate whether or not existing structures will be removed or will remain;
- (3) Indicate whether any of the proposed huts will have cooking facilities;

- (4) Indicate whether the outhouses will consist of composting toilets or another system;
- (5) Submit plans to implement the recommendations of the environmental assessment;
- (6) Consider an amendment to the application to transfer title of the proposed covenanted lands to an organization which has as its primary objective the conservation of forest land;
- (7) Consider a plan that would cluster development in one building site not the 3 that have been proposed;
- (8) Provide the LTC with a copy of the 2 CRD covenants on the land regarding geotechnical issues and Riparian Area issues; and
- (9) Consider an agreement to stop construction until completion of the application and to stop advertising and conducting programs within structures that are not permitted under the zoning that presently exists on the land."

At the June 1, 2015 regular meeting the LTC passed the following resolution:

"GL-2015-047

It was MOVED and SECONDED,

THAT, the Galiano Island Local Trust Committee refers Memorandum (requesting the nine questions listed in Resolution GL-2015-002 to be answered) dated May 25, 2015 Re: Application Update (File Number: GL-RZ-2014.1 Crystal Mountain) to the Galiano Island Advisory Planning Commission and that in the meantime the Galiano Island Local Trust Committee will continue to listen to further ideas pertaining to GL-RZ-2014.1 Crystal Mountain."

The rezoning application and nine questions were then forwarded to the Galiano Island Advisory Planning Commission (APC) to provide comments on how to undertake a preliminary review of the Crystal Mountain zoning proposal, provide general comments on the applicant's proposal, and identify areas of concern. The APC minutes from the June 29, 2015 and the July 3, 2015 meetings are attached for the LTC's review. The following are motions made at the two meetings:

June 29, 2015 - MOTION

- "The Galiano Island Advisory Planning Committee recommends that the Local Trust Committee work with the Trust Fund Board to produce, in writing, options that can be considered to make the transfer of title to the trust fund board to provide the necessary privacy for the applicant that is integral for their project while providing the community benefit, as required in the OCP."

July 3, 2015 - MOTION

- "The APC are supportive of the nine criteria established by the LTC as per GL-2015-002, and listed here again as follows..."
- "In addition to the nine points in GL-2015-002, the APC thinks:
 - 1) accurate well details (location, quality, quantity) should be added to the mapping;
 - 2) all of the actual easement agreements on private land either in use currently or proposed for retreat access should be provided to the LTC."

THE PROPOSAL:

The applicant recently provided a Groundwater Assessment by Hy-Geo Consulting and an updated proposal and site plan (viewable on the LTC website under 'Current Applications').

The applicant wishes to proceed with the application to rezone the two subject properties to permit a year-round not-for-profit forest retreat centre on both Lot A and Lot 9. The proposal is to locate the buildable areas on 25% of the subject properties (6 ha) and register a conservation covenant on the other 75% of the properties (18.3 ha) as a community benefit. The applicants have amended the proposal in order to address the concerns from the LTC and the Galiano Island APC. The proposal amendments include:

- Reducing 3 buildable areas to 2:
 - Moved the 'Caretaker Area' off of Porlier Pass Road and joined it with the 'Short Term Retreat Area' off of Devina Dr.
 - 'Lower/Short Term Retreat Area' – The main greeting and gather area where a majority of the buildings and structures and the forest retreat use will be located.
 - 'Upper/Long Term Retreat Area' – Designated for future sleeping huts and a kitchen/dinning hut.
- Moved the main access and entrance from Porlier Pass Road to Devina Drive;
- Emergency access to connect Porlier Pass Road to Devina Drive across the subject property (see Figure 3);
- Removed cooking facilities from sleep meditation huts;
- Provided a groundwater assessment; and
- Organized a number of community engagement meetings.

SITE CONTEXT:

The rezoning application includes two subject properties: Lot A and Lot 9. Both properties are located on the northwestern end of Galiano Island. Lot A is currently designated Forest (F) in the Official Community Plan (OCP) and zoned Forest 1 (F1) in the Land Use Bylaw (LUB). It is approximately 20.5 ha (50.7 acre) in area. There are a number of structures located on Lot A: outdoor kitchen, sleeping/meditation huts, and multiple accessory structures (eg. tent platforms, etc.). Lot A has two road accesses: Porlier Pass Drive and Devina Drive. The main vehicle access to Lot A is from Porlier Pass Drive. There is a roughed-in access from Devina Drive which is currently blocked. Access to both lots can be achieved through Lot 9.

Lot 9 is designated Rural (R) in the OCP and is zoned Rural 2 (R2). It is approximately 4 ha (10 acre) in area. Lot 9 is largely undeveloped except for a small structure (a pagoda) located on the northern edge of the property. Lot 9 can be accessed through Devina Drive.

Figure 3: Land Ownership

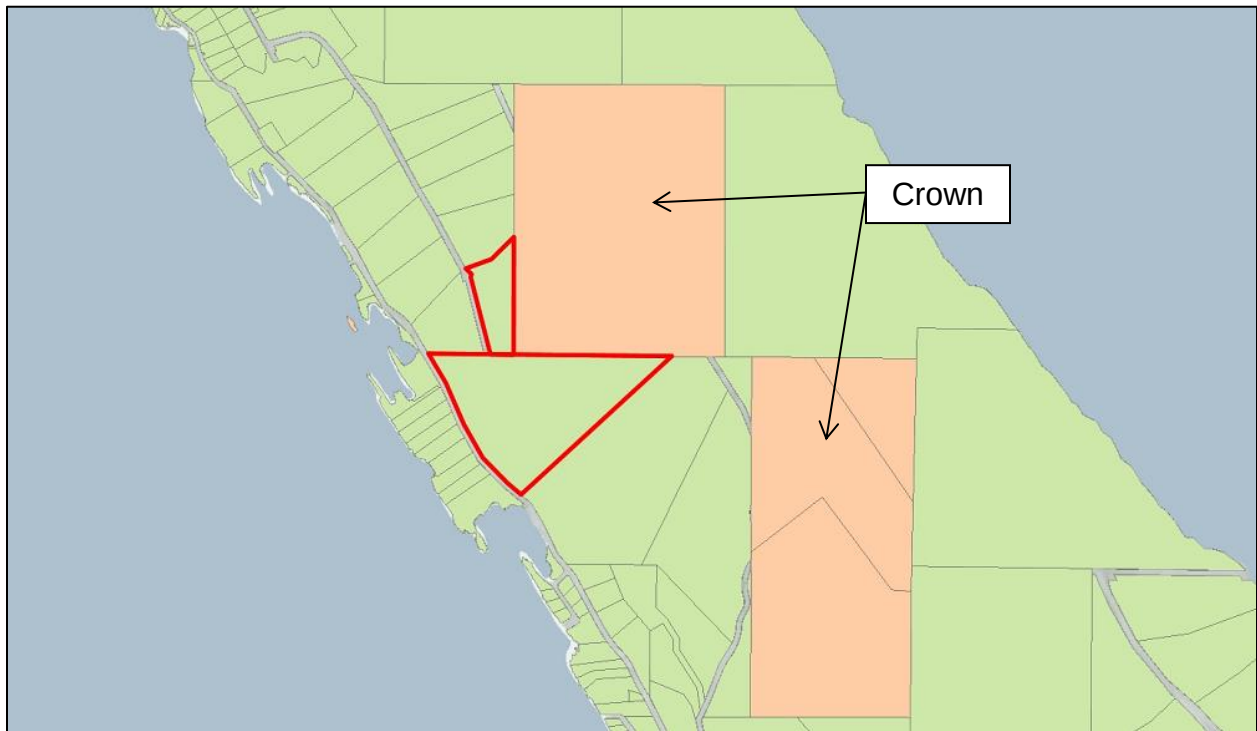
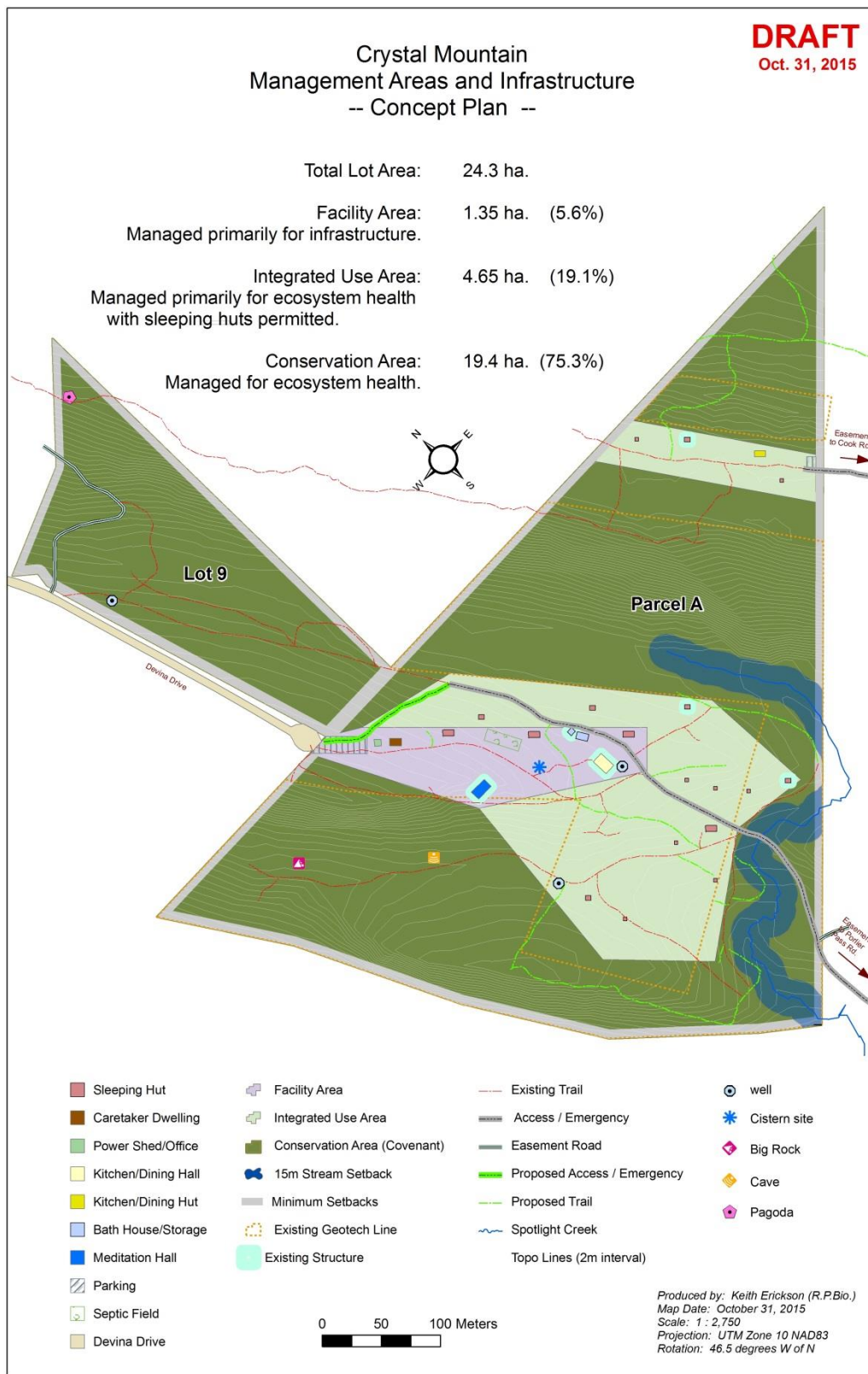


Figure 4: Site Plan



Picture 1: Outdoor Kitchen (on Lot A)



Picture 2: Old meditation hut on Lot 9



Picture 3: Newly constructed meditation hut on Lot A



CURRENT PLANNING STATUS OF SUBJECT LANDS:

Islands Trust Policy Statement:

Directive policies relevant to this application include:

Local trust committees and island municipalities shall, in their official community plans and regulatory bylaws, address:

- 3.1.3 - the identification and protection of the environmentally sensitive areas and significant natural sites, features and landforms in their planning area.

- 3.2.2 - the protection of unfragmented forest ecosystems within their local planning areas from potentially adverse impacts of growth, development, and land-use.
- 3.3.2 - means to prevent further loss or degradation of freshwater bodies or watercourses, wetlands and riparian zones and to protect aquatic wildlife.
- 4.2.6 - to protect the ecological integrity on a scale of forest stands and landscapes.
- 4.2.7 - address the retention of large land holdings and parcel sizes for sustainable forestry use, and the location and construction of roads, and utility and communication corridors to minimize the fragmentation of forests.
- 4.2.8 - the designation of forest ecosystem reserves where no extraction will take place to ensure the preservation of native biological diversity.
- 4.4.2 - measures that ensure neither the density nor intensity of land use is increased in areas which are known to have a problem with the quality or quantity of the supply of freshwater.
- 5.1.3 – the protection of views, scenic areas and distinctive features contributing to the overall visual quality and scenic values of the Trust Area.
- 5.2.3 - the aesthetic, environmental and social impacts of development.
- 5.2.4 - potential growth rate and strategies for growth management that ensure that land use is compatible with preservation and protection of the environment, natural amenities, resources and community character.
- 5.2.5 – to achieve efficient use of the land base without exceeding any density limits defined in their official community plans.
- 5.2.6 - address the identification of areas hazardous to development, including areas subject to flooding, erosion or slope instability, and strategies to direct development away from such hazards.
- 5.3.5 - address the impacts of road location, design, construction and systems.
- 5.6.2 - the identification, protection, preservation and enhancement of local heritage.
- 5.6.3 – the preservation and protection of the heritage value and character of historic coastal settlement patterns and remains.
- 5.7.2 - economic opportunities that are compatible with conservation of resources and protection of community character.
- 5.8.6 - address their community's current and projected housing requirements and the long-term needs for educational, institutional, community and health-related facilities and services, as well as the cultural and recreational facilities and services.

Official Community Plan:

Lot A is designated 'Forest' and Lot 9 is designated 'Rural' in the Galiano Island Official Community Plan (OCP).

The Rural policies relevant, but not limited, to this application include:

- a) The principal uses shall be residential and agriculture.

The Forest policies relevant, but not limited, to this application include:

- a) The principal use shall be forestry. All structures including dwellings (except dwellings on land rezoned to RR or CF) must be accessory to the principal forestry use and no uses should impair the long-term natural processes of forest growth and regeneration. Unplanned proliferation of residential uses throughout the forest would be contrary to many of the objectives and policies in this plan, including particularly those dealing with the integrity of forest ecosystems and surface water and groundwater supplies and the impact of residential services such as roads. Instead, in order to preserve and protect

the forest resource, the plan favours the clustering of residential uses on sites within the forest, carefully selected as the basis of sound planning principles, with the balance of the lands being set aside for forest uses in perpetuity.

- c) The lot size for subdivision of Forest land shall be at least 20 hectares (49.4 acres).
- d) The protection of biodiversity shall be encouraged through appropriate forestry practices and the protection of riparian zones and other sensitive ecosystems.
- g) Appropriate small scale forest related activities such as the sustainable gathering of greenery products, food crops, hiking, bird watching and wildlife viewing, education and value added industry shall be encouraged.
- j) The siting, size, number and character of buildings for forest uses permitted on Forest-designated land shall be regulated, and buildings shall be located on the least productive portions of the land except where the site is a sensitive ecosystem, and in accordance with development approval information if it has been provided.
- k) The fragmentation of Forest-designated lands by roads or other service or communication corridors shall be minimized.
- l) A citizen association to provide information, education and advice on local forest practices shall be encouraged.
- n) Landowners are encouraged to protect the natural systems, biological sustainability, ecological services, and natural aesthetics of forest lands.
- o) Landowners are encouraged to protect riparian areas, marine shoreline areas, sensitive ecosystems, endangered habitat, soils, watersheds, biodiversity, old or large individual trees, and old growth stands.
- p) Landowners are encouraged to protect culturally modified trees and other heritage features.
- r) The Local Trust Committee encourages local economic opportunities for small-scale sustainable forestry through supporting:
 - i) the establishment of a non-profit community-owned forest that is consistent with ecosystem-based sustainable forest practices, and the lands so acquired are preserved for forestry use in perpetuity for future generations;
 - ii) the development of co-operative ecosystem-based sustainable forest management and value-added ventures;
 - iii) initiatives to provide tax incentives for maintaining ecosystem-based sustainable forest management activities;
 - iv) appropriate small scale forest related activities such as the sustainable gathering of non-timber forest products, food crops, hiking, bird watching and wildlife viewing, education and value added industry.

The current proposal is not consistent with a number of the OCP policies in each designation therefore an amendment to the OCP is required.

OCP Road Network Plan:

The Road Network Plan, Schedule C in the Galiano Island OCP, shows a proposed emergency access through Lot A from Porlier Pass Road to Devina Drive. The following are applicable Transportation policies in the OCP:

- The Road Network shown on Schedule C represents both existing and proposed roads, and is subject to the following:
 - the locations of proposed highways and emergency access routes shall be considered approximate locations;
 - locations of proposed highways and emergency access routes shall be confirmed at time of rezoning, subdivision or building permit;
 - highway and emergency access route connections at property boundaries should be consistent with the approximate locations identified on Schedule 'C', unless more detailed site investigation of all lots concerned identifies a more suitable point of connection consistent with the general continuity of routes through adjacent lots as identified on Schedule 'C';
 - there should be no additional highway route or emergency access route interconnections, except for local access to lots within a new subdivision, other than provided for in Schedule 'C';

The applicant is proposing an emergency access from Devina Drive to Porlier Pass Road. The proposed emergency access route will be forwarded to the Galiano Fire Department for comment if the application proceeds.

Development Permit Areas:

The subject properties are located within the following Development Permit Areas (DPAs):

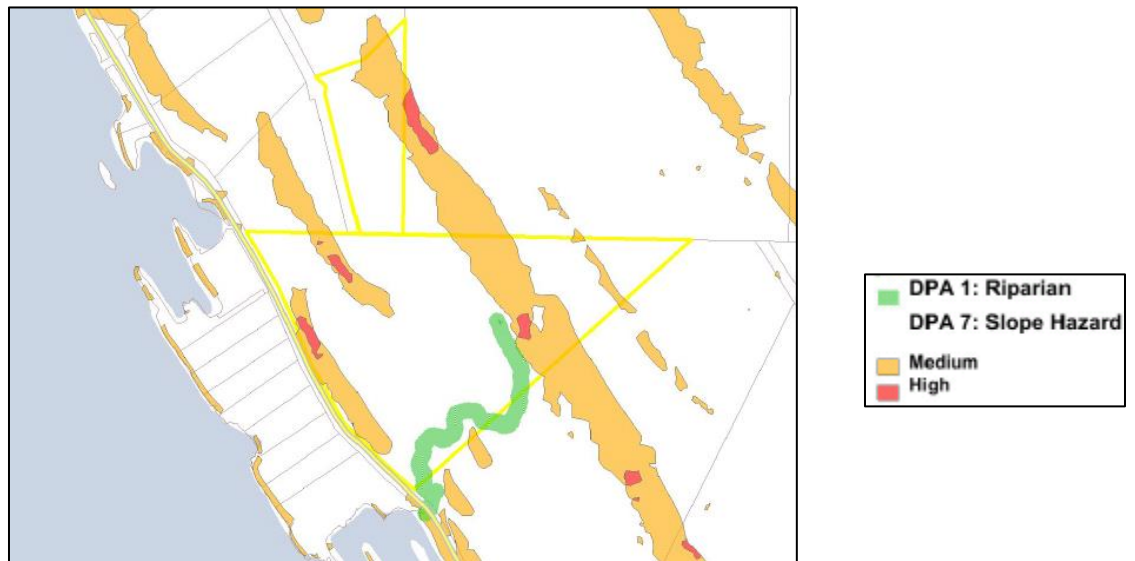
- DPA 1 – Riparian Areas
- DPA 3 – Tree Cutting and Removal (applies to all properties on Galiano Island)
- DPA 5 – Sensitive Ecosystems
- DPA 7 – Steep Slope Hazard Areas

Generally zoning amendment applications do not initiate Development Permits (DPs). Staff are aware of existing buildings and structures located on the property although their exact location has not been surveyed; therefore, it is not clear if any of these buildings are located in the DPA. To date the property owner/applicant has not applied for any development permits for the buildings and structures located on the property. The applicant will be expected to apply for any necessary DPs and building permits.

Figure 4: Sensitive Ecosystems DPA



Figure 5: Steep Slope Hazard and Riparian Area DPAs



Land Use Bylaw:

Lot A is zoned Forest 1 (F1) and Lot 9 is zoned Rural 2 (R2) in the Galiano Island Land Use Bylaw, No. 127, 1999. The relevant regulations for the F1 zone are included below:

7.1.1 In the Forest 1 zone the following uses are permitted, subject to the regulations set out in this section and the general regulations set out in Parts 2 and 3, and all other uses including residential uses are prohibited.

7.1.1.1 timber production and harvesting

7.1.1.2 accessory forestry uses including the sawmilling and planting of timber harvested on the same lot and the growing of seedlings in nurseries
Buildings and Structures for Forestry Uses.

7.1.2 A single non-residential unenclosed building or structure with a floor area not exceeding 93 square metres is permitted in each lot and every such building or structure must be screened by a landscape screen not less than 9 metres in height and complying with the requirements of subsection 15.1.1 of this bylaw.

7.1.6 No lot having an area less than 65 hectares may be created by subdivision.

The relevant regulations for the R2 zone are included below:

5.5.1 In the Rural 2 (R2) zone the following uses are permitted, subject to the regulations set out in this section and the general regulations set out in Parts 2 and 3, and all other uses are prohibited.

5.5.1.1 dwellings

5.5.1.2 cottages

5.5.1.3 home occupations

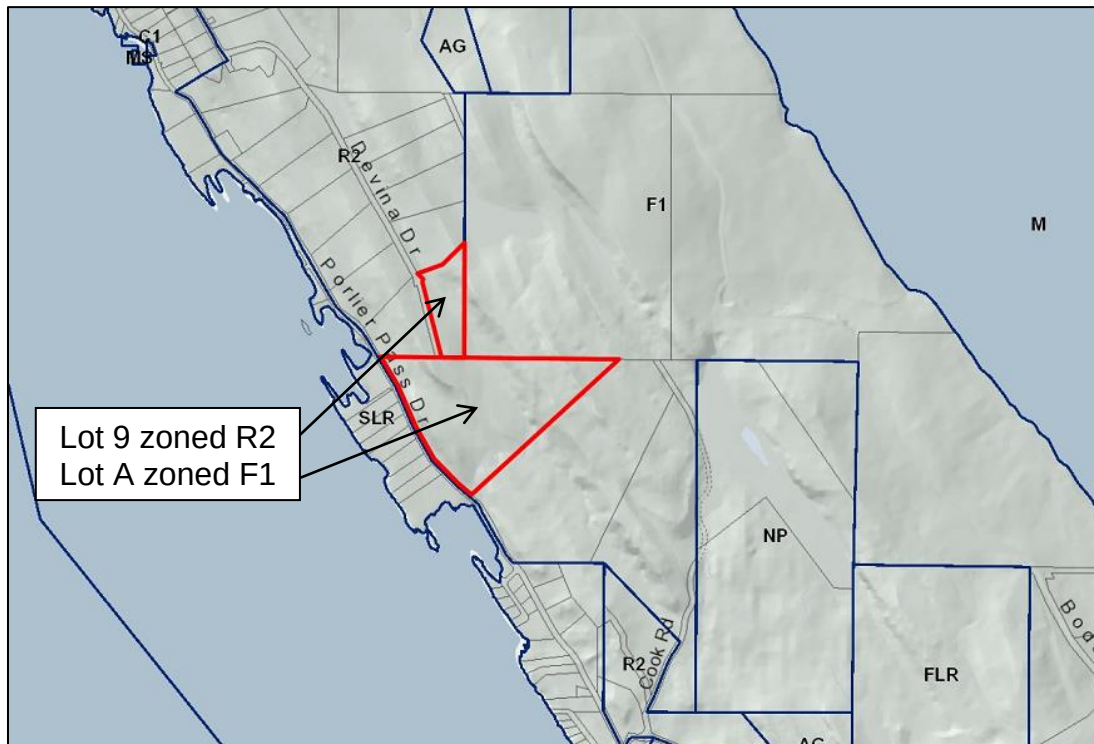
5.5.1.4 farm use

5.5.2 One dwelling is permitted on each lot, and one additional dwelling is permitted in respect of each 4 hectares of lot area over 4 hectares.

5.5.3 One cottage is permitted on each lot having an area of 0.4 hectares or more, in respect of each permitted dwelling.

5.5.4 Lot coverage must not exceed 25% of any lot.

Figure 6: Zoning Map



Islands Trust Fund:

The applicants have applied to the Islands Trust Fund to register a conservation covenant on the combined 18.3 ha of area on Lot 9 and Lot A. At the November 2014 Trust Fund Board meeting, the following motions were passed:

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

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

Sensitive Ecosystems and Hazard Areas:

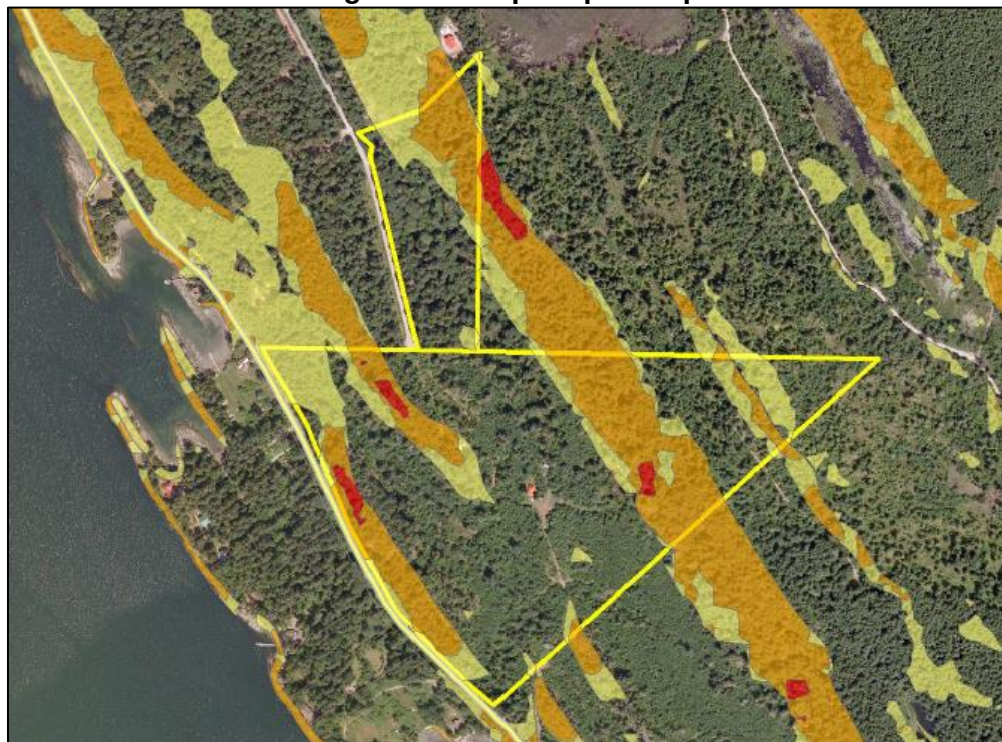
There are similar, linear areas of both sensitive ecosystems and hazard areas located on the subject properties. The subject properties contain cliff, woodland, riparian, and wetland sensitive ecosystems areas as noted in Figure 7. There are also areas of low, moderate, and high slope hazards. A majority of the proposed development will be outside of the sensitive ecosystems

and hazard areas. Staff will work closely with the applicant to ensure there will be no negative impact to the sensitive areas. Development Permits may be required for any land disturbance or construction within the Development Permit Areas to protect sensitive ecosystems and steep slopes.

Figure 7: Sensitive Ecosystem Map



Figure 8: Steep Slopes Map



Archaeological Sites:

There are no archaeological sites on the property or in close vicinity registered in the provincial database.

Covenants:

The property is subject to two covenants that have been granted to the Capital Regional District: one covenant establishes areas of the lot that may have a geotechnical hazard and which require approval from a registered professional engineer before building may occur and the second covenant establishes a 15 metre setback from the natural boundary of Spotlight Creek and other measures for flood protection.

Bylaw Enforcement:

There is an active bylaw enforcement file (GL-BE-2002.109) from 2002 associated with Lot A as there were numerous buildings located on the property that were not permitted by zoning. Generally, if there is an active bylaw amendment file with the intent to legalize the non-conforming use or density, the bylaw enforcement file will be placed on hold until the bylaw amendment application is finalized. As the applicants applied for a rezoning, the bylaw enforcement file has been placed on hold.

In 2013, additional buildings (meditation huts – Figure 4) were constructed without the benefit of a building permit on Lot A and are not permitted by zoning. Even though the bylaw amendment application is still active, no new buildings are permitted to be constructed. Bylaw Enforcement have been notified of this bylaw infraction. If the application does not proceed, bylaw enforcement will be initiated.

Climate Change Mitigation and Adaption

The preservation of natural areas and forest ecosystems is an important factor to reduce greenhouse gas emissions. Forests act as an important carbon sink—absorbing and storing carbon that would otherwise be circulating in the atmosphere. An OCP objective in the Forest designation is to preserve a forest land base and to maintain or enhance carbon storage and sequestration. The bylaw amendment proposal would also preserve 75% of the land in a conservation covenant as a long term community benefit and will have minimal impacts within the remaining 25% of the subject property.

Communications/Consultations:

The following agencies have been identified for referring draft bylaws for comment; the LTC may also direct staff to include other agencies not listed. Additionally the LTC may choose to refer the proposal to the Advisory Planning Commission.

- First Nations:
 - Cowichan Tribes
 - Halalt
 - Lake Cowichan
 - Lyackson
 - Malahat (TE'Mexw Treaty Association)
 - Pauquachin
 - Penelakut
 - Semiahmoo
 - Stz'uminus
 - Tsartlip

- Tsawout
- Tsawwassen
- Tseycum
- Ministry of Transportation and Infrastructure
- Island Health
- CRD, Building Inspection Services
- CRD, Electoral Area Director
- Galiano Island Fire Rescue
- Mayne Island Local Trust Committee
- Salt Spring Island Local Trust Committee

Furthermore the public hearing notice would be circulated to all property owners and tenants within 100 m of the subject property in advance of the public hearing.

Professional Report:

The applicant has provided two professional reports (Eco-system Land Use Plan and a Groundwater Assessment Report) for this proposal. The LTC should advise staff if they believe any further information or professional reports that should be requested.

Eco-system Land Use Plan

The applicant provided a comprehensive ecosystem-based land use plan (environmental assessment) prepared by Keith Erickson (R.P. Bio). The purpose of the report is to:

1. Determine how to protect, maintain and where necessary, restore function ecosystems on the Crystal Mountain land; and,
2. Recommend ways to minimize the impacts of the Forest Retreat uses within the context of the identified ecological constraints.

The report designates the two subject properties into three management zones: the Protected Ecosystem Network, Short Term Retreat Zone (Area), and the Long Term Retreat Zone (Area). The short term and long term retreat zones, as mentioned in the proposal, are the designated buildable areas. The Protected Ecosystem Network represents the area to be covenanted for conservation.

The report provides numerous recommendations on the following:

- General siting and layout of buildings and facilities within the Short Term Retreat Area and the Long Term Retreat Area in order to mitigate threats to the sensitive ecosystems;
- Protection of groundwater within the Long Term Retreat Area;
- Emergency access linking the southeast end of Devina Drive with Porlier Pass Rd;
- Potential parking regulations;
- Minimizing impacts of existing and new Trails. The report supports low impact recreational and spiritual activities as they are consistent with the objectives for each management zone including the Protected Ecosystem Network;
- Control and removal of invasive species;
- Restoration within the Short Term Retreat Zone and the Long Term Retreat Zone;
- Forest restoration for the entire property;
- Reduction of wildfire risk; and
- Specific restoration recommendations for each sensitive ecosystem identified on the property.

If the LTC proceeds with the application staff recommends the assessment report's recommendations be conditions of the bylaw amendments approval. Staff will also refer the environmental assessment report to the Islands Trust Fund to ensure the report does not conflict with the objectives of the conservation covenant.

Groundwater Assessment

The applicant provided a Groundwater Assessment Report by Hy-Geo Consulting dated November 2, 2015. The assessment report summarizes the quality and quantity of groundwater for the proposed uses and any potential impacts to surrounding groundwater supply. The report states that a maximum daily requirement for a retreat centre for 30 people would require an estimated 2839 liters/day. The main well (WID 23227) was pumped in October 2015 and it was determined that the yield is 43 percent (4069 litres/day) more than the estimated water supply requirement of 2839 liters/day.

During the pump tests, the engineer observed two neighbouring wells to assess any impacts while pumping was taking place on the main well. Based on monitoring results, no measurable effect on any neighbouring wells or surface water sources in the regional are anticipated.

As for quality of the groundwater supply, the main well (WID 23227) meets or exceeds the Guidelines for Canadian Drinking Water for all parameters except for total coliforms. The source of coliforms could be from grey water discharge or decaying vegetable in the vicinity of the well head. The report provided a number of recommendations to address and treat the higher levels of total coliforms.

COMMUNITY INFORMATION MEETING(S):

At this preliminary stage in the process, there is no need for a community information meeting. If the application proceeds, staff recommends scheduling a community information meeting when draft bylaws are complete.

RESULTS OF CIRCULATION:

There has been no circulation associated with this application. As the application proceeds public and agency notification will be required.

STAFF COMMENTS:

The purpose of this report is to provide a brief background and to seek direction from the Galiano Local Trust Committee (LTC) to proceed or not proceed with the zoning amendment application. The applicant is proposing to rezone the two subject properties (Lot A and Lot 9) to permit a year-round forest retreat centre on both lots.

The following are points of interest the LTC may wish to discuss prior to making a decision to proceed or not proceed with the application.

The following are comments requested from the Galiano Island LTC:

1. Submit a survey regarding the proposed building sites, accesses and Development Permit Areas and the location and size of all existing structures;

- The applicant has provided an updated site survey which is posted on the GL LTC website. A DPA overlay of this map will also be available on the website.
2. Indicate whether or not existing structures will be removed or will remain;
 - See existing structures site plan and proposed site plan on GL LTC website. The following is a list of proposed new structures as outline in the applicant's updated proposal:
 - Accessory dwelling 93 sq. m (1000 sq. ft.)
 - Meditation hall 123 sq. m (1324 sq. ft.)
 - Kitchen/dining hall 123 sq. m (1324 sq. ft.)
 - Bath house/laundry 70 sq. m (753 sq. ft.)
 - Storage/workshop 70 sq. m (753 sq. ft.)
 - Power shed / office 28 sq. m (300 sq. ft.)
 - Kitchen/dining hut 32 sq. m (350 sq. ft.)
 - Meditation huts for up to 30 participants 450 sq. m (4843 sq. ft.)
 - Total footprint 989 sq. m (10,645 sq. ft.)
 3. Indicate whether any of the proposed huts will have cooking facilities;
 - The number of kitchens have been removed from the sleep meditation huts. All cooking facilities will be in community kitchen/dining buildings. Staff recommend keeping all kitchen/cooking facilities in communal areas and not in sleeping huts in order to retain the intent of these structures – to sleep and mediate. If cooking facilities are included, these structures may be deemed a cottage by definition in the LUB and OCP.
 4. Indicate whether the outhouses will consist of composting toilets or another system;
 - The applicant is investigating composting toilets and has hired a septic consultant (Ian Ralston) to complete a septic report for all existing and proposed buildings and structures.
 5. Submit plans to implement the recommendations of the environmental assessment;
 - The applicants have shown a willingness to comply with a number of recommendations outlined in the Environmental Assessment prepared by Keith Erickson that was provided with the application package in 2014. These include removal of invasive species (currently in progress), forest restoration and reduction in fire hazard by tree thinning, and installation of compostable toilets. The applicant is also working on a Sustainable Forest Management Plan which incorporates land management and recovery as outlined in the Ecosystem-based Land Use Plan. The applicant provided a table of restoration recommendations in updated proposal which it hopes to achieve in the management plan.
 6. Consider an amendment to the application to transfer title of the proposed covenanted lands to an organization which has as its primary objective the conservation of forest land;
 - The applicant provided the following response: “We have recently had multiple discussions on the transfer of ownership issue with the planners, with Island Trust Fund and with the members of Crystal Mountain’s rezoning committee. Our biggest concern with transferring ownership is that we would lose the ability to make certain decisions concerning the use of the landscape bordering our areas of operation. To be clear, the key commitment undertaken by the operators of a retreat facility is that those who use the facility know they are protected. The retreat work that individuals do is very private and solitary and for the most part requires disengaging from the world and journeying deep within themselves. This can be emotionally and existentially challenging and, particularly for those doing long term retreat work, requires entering into a place of real vulnerability. Talk is

held to a minimum, even eye contact with another person is discouraged. The whole point of centers like Crystal Mountain is that those attending need to feel safe throughout that journey. To date, and in spite of our primitive facilities, people have been coming from near and far, from New Zealand, Europe, Brazil, the US, across Canada, because they have learned that Crystal Mountain provides them with this safety, instruction and isolation.

If we were to surrender the ability to make decisions concerning activity on our adjoining lands, even if those decisions are being made by sympathetic conservation organizations, we would compromise the very fundamental responsibility (and liability) we hold in creating this retreat space. So no, we would not choose to transfer title of the proposed covenanted lands.”

7. Consider a plan that would cluster development in one building site not the 3 that have been proposed;
 - The applicant reduced the buildable sites from 3 to 2 in order to cluster development – see Figure 4 site plan.
8. Provide the LTC with a copy of the 2 CRD covenants on the land regarding geotechnical issues and Riparian Area issues; and
 - Covenants have been circulated to the Galiano Island LTC.
9. Consider an agreement to stop construction until completion of the application and to stop advertising and conducting programs within structures that are not permitted under the zoning that presently exists on the land.
 - The applicant provided the following response: “The only new construction on the land over the past years has been the addition of 3 meditator huts, built as prototypes for what we might build if the rezoning were to go through. We recognize that this choice has been contentious and will certainly promise to do no further construction until the rezoning application is complete. Since we initially filed our rezoning application in 2004, we have operated as a simple, warm season location, with crude facilities that support only the hardier of meditators. We have complemented this work by renting housing from many islanders and have more recently focused our effort on building a full size teaching house on a privately purchased, adjoining residential lot. Our upcoming summer program of teaching and retreats is already in place and is fully subscribed, so it would be difficult to consider shutting down our activity at this time. We recognize that there are issues with this and wonder if we could either negotiate a short term compliance agreement with the bylaws people or be granted a temporary use permit? Since the process of amending an OCP can take time to be approved by senior government, this would help ease us through the next few months.”

Community Benefit – Donation vs. Covenant:

The decision to either donate or covenant 75 percent of the land should be evaluated on the proposal's own merits. Donation requires the land to be subdivided (as it would transfer property title) and requires a willing agency to receive, manage, and restore the land. The option to register a conservation covenant would not require a subdivision as there is no exchange to land ownership. A covenant is a legal document that would be placed on the property title between the Galiano Island LTC, the property owner and a third party agency. Once the covenant is registered on property title, changes are not permitted to be made unless agreeable to all covenant holders.

The applicant is still in the process of pursuing a conservation covenant with the Islands Trust Fund in order to provide a community amenity for 75 percent of the subject property. If the application proceeds, staff will recommend that the LTC request the conservation covenant to be registered as a condition to final adoption. The Islands Trust Fund has expressed little interest in managing the land by donation but supports moving forward with the conservation covenant based on receiving an endowment and ensuring the property owners manage the forest restoration in a sustainable manner.

The applicant has also expressed a concern with donation as they would not be able to manage the land in accordance to the principles of the Crystal Mountain Society. The nature of the forest retreat requires a certain level of reduced noise disturbance; therefore, the loss of management of the surrounding land could impact those in active meditation. Providing the Crystal Mountain Society with full management would allow them to manage the land in accordance with the conservation covenant and to schedule forest restoration efforts when the retreat is not in use

A third option the LTC may wish to consider a combination of donation and a conservation covenant – to donate a portion of the land, and to covenant the other. This option would still involve subdivision as land title would be transfer for the donation.

OCP Policy & Amendment:

Although the application is to rezone a forest zoned parcel, following similar approaches of other Rural Residential/Forest rezoning application would be difficult as the intent of the proposal is unique and should be based on its own merits. The application has been based on the 75/25 guideline where 75 percent of the land is deemed as a community benefit (conservation zone) and the other 25 is rezoned to permit the forest retreat use.

Based on the number of zoning amendment applications in the past decade, there will more than likely be more zoning amendment applications with the intent to rezone forestry land to another permitted use. The LTC may want to consider if the overall community goal is to retain larger parcels primary for forestry use, or to rezone land to fulfill a contemporary land use need.

An OCP amendment bylaw will be required if the LTC wishes to proceed with this application. The LTC may wish to consider if a new land use designation should be created for the forest retreat area, or a site specific OCP land use designation. The decision to donate or covenant the land may also influence the OCP land use designation.

Existing & Proposed Buildings:

The applicant provided a site plan show the existing buildings on both Lot A and Lot 9 – map located on LTC Current Application website. In addition, an updated proposed building map was also provided and a list of proposed buildings and structures with floor areas in the applicant's proposal. The applicant is aware that the specific number of sleep meditation huts is required in order to draft future bylaws and will be providing the requested information after a discussion with the Crystal Mountain Society.

Potable Water & Septic:

The applicant has hired a septic consultant to address septic concerns for the existing and proposed buildings. Staff recommend a discussion between the Capital Regional District (CRD) and the applicant to discuss potential Building Permit requirements with regards to potable water and septic services. Although this information would not be a requirement of the rezoning as it will be fully addressed at the building permit stage, any initial information would be beneficial as water and septic requirements may affect the layout of the building and structures.

Access:

Staff recommend securing an emergency access through Lot A as shown on Schedule C in the Galiano Island OCP. Currently the lot can be accessed by vehicle from Porlier Pass Road but the driveway from Devina Drive is blocked. The applicants have agreed to grant an emergency route from Porlier Pass Road through Lot A and Lot 9 to connect to Devina Drive – see Figure 4. There is also an opportunity to secure secondary emergency route through the Long Term Retreat Zone along an easement access to Cook Road (see site plan). If the application proceeds, a referral to the local fire department and CRD will be required to comment on emergency access.

Options:

The Local Trust Committee has generally three options at this time:

1. resolve to proceed no further with application;
2. direct staff to proceed with the application and to prepare draft bylaws; or
3. direct staff to proceed with the application and to clarify any outstanding issues with the applicant and bring forward a supplemental staff report to a subsequent Local Trust Committee meeting.

Staff believe the applicant has provided the necessary information in order to move forward with the application. The applicant provided a clear proposal, site plan, comprehensive environmental assessment, groundwater assessment and is in the process of registering a conservation covenant on 75% of the subject properties which could be considered a benefit to the Galiano community.

The LTC must consider if the application should proceed, and if it does, if 75 percent of the subject property as a community benefit should be donated, covenanted, or a combination of the two options. Donation of the land would require a willing agency to manage and restore the land and would involve a subdivision process. On the other hand a conservation covenant, by obligation, would require the Crystal Mountain Society to manage and restore the land in accordance with the Trust Fund Board policies and may include recommendations from the Eco-system Land Use Plan.

Staff recommends proceeding with the application and for staff to prepare draft OCP and LUB amendment bylaws and to proceed with supporting a conservation covenant between the applicant and Trust Fund Board as a condition of rezoning as the conservation covenant would eliminate the requirement for subdivision, would permit the applicant to manage and restore the lands in accordance with the Trust Fund Board, the Eco-system Land Use Plan, and the requirements of the proposed retreat use.

RECOMMENDATIONS:

1. THAT the Galiano Island Local Trust Committee direct staff to proceed with the application G-RZ-2014.1 (Crystal Mountain) and to prepare draft bylaws.
2. THAT the Galiano Island Local Trust Committee support a conservation covenant between the applicant and the Trust Fund Board to preserve 75 percent of the subject properties as a condition of rezoning.

Prepared and Submitted by:



A/Planner 2

November 27, 2015

Date

Concurred in by:



Robert Kojima
Regional Planning Manager

November 27, 2015

Date

Attachments:

1. APC June 29, 2015 minutes
2. APC July 3, 2015



ADOPTED

Galiano Island Advisory Planning Commission Minutes of a Regular Meeting

Date of Meeting: Monday, June 29, 2015, 2:00pm
Location: Galiano Island Local Trust Office
23 Madrona Road

Members Present:

Sheila Anderson	Chair
Ursula Deshield	Member
Elizabeth Olson	Member
Dave Koster	Member
Akasha Forest	Member
Barry New	Member

Regrets: Karen Harris

Members of the Public: Five members of the public were present.

Staff Present: Colleen Doty Recording Secretary

Media and Others Present: None

1. CALL TO ORDER

Chair Anderson called the meeting to order at 2:00pm. The Chair welcomed the applicants representing Crystal Mountain and introductions were made.

2. APPROVAL OF THE AGENDA

Chair Anderson proposed the agenda include: 1) approval of previous draft minutes of June 9, 2015; 2); consideration of the application with respect to Crystal Mountain application; and 3) and consideration of the referral with respect to Contractors' Yard Temporary Use guidelines.

By general consent, the agenda was approved as presented.

3. PREVIOUS MINUTES

MOTION

It was moved and seconded that the Galiano Island Advisory Planning Commission draft minutes of June 9, 2015, be adopted.

CARRIED
(Unanimous)

4. DISCUSSION OF REFERRALS FROM LOCAL TRUST COMMITTEE

Stephen Foster, Libby McLelland, Janice Oakley and Kim Lenglet were present on behalf of the applicant Crystal Mountain Society. They provided an overview of the background and objectives of the Crystal Mountain Society.

Key points were referenced in Keith Erickson's report, entitled "Crystal Mountain Ecosystem-based Land-use Plan," revised April 2014. In particular, it was noted Crystal Mountain has some of the highest ecosystem diversity on Galiano. The Society's intention is one of restoration. Their proposal is to have a conservation covenant on 75% of their land. APC members were invited to see the land.

It was noted that the Islands Trust Fund has been approached to manage the covenant. Mr. Foster emphasized that Crystal Mountain is not interested in ownership. Their preference is for a strong covenant.

Ms. Oakley spoke to her experience at Crystal Mountain, indicating that it was very moving. She'd like the teaching to remain accessible to others.

Ms. Lenglet spoke to diversity. She stated that former forestry land going to Crystal Mountain provides a unique community interest and preserves biodiversity.

The applicants were asked the extent to which they might expect large group gatherings on the property.

The applicants indicated that there could be up to 25 people in the area "below" and five people "up top".

The Chair reminded everyone that the goal of the referral was to identify how the Crystal Mountain application fits within Galiano Island's Land Use Bylaw (LUB) and Official Community Plan (OCP) and what the APC thinks an approach might be and what might be considered.

It was noted by the applicants that the proposed retreat would be off-grid.

The APC then moved to deliberations with continued input from applicants as questions arose. The Chair noted that not enough information has been provided with respect to access to and from the property. She acknowledged the applicant's willingness to adhere to the Road Network Plan's (Schedule C of the OCP) proposed emergency route for the Devina Road residential area and noted there is flexibility in terms of route placement. With respect to the impact on surrounding residential lands, it was noted the neighbours will have an opportunity to comment. There was discussion about proposed density on the property being greater, compared to what it could be if developed area was 25 % Rural Residential (RR) with 75 % going to Heritage Forest (FH) . It was noted the Trust Fund Board policy allows them to hold title to Heritage Forest.

Covenant versus land title transfer was identified as a significant issue. Concern was expressed with respect to equity of approach to F1 re-zonings.

Commission members stressed the importance of access and maintaining a safe standard of access. Mr. Foster noted that it was important to the Society that the purpose of using the land be protected. He stated that Crystal Mountain is a non-profit and that zoning bylaws

ADOPTED

cannot control ownership. He indicated that the Society was open to being partners with a title holder if the land was transferred and perhaps the Society could lease-back land for the retreat use. It was also receptive to having a partnership arrangement that allows the organization to contribute to what the Trust Fund are trying to do.

APC members noted a lack of information about water storage and capacity. Mr. Foster indicated there are three wells on the property. A generator drives the well which is gravity fed.

The APC considered possible restraints around creating a forest retreat zone.

Commission members reviewed the Nov. 1, 2010 "Report of the Forest Policy Advisory Committee," part of the OCP review, noting the following paragraphs:

- There was also broad agreement that any dwelling use on forest zoned lands must be accessory to forest use, and the LTC must seek methods to require or encourage the practice of Ecosystem-Based Sustainable Forest Management. There was substantial agreement that dwelling use must adhere to a rigorous set of conditions that protect sensitive areas and ensure orderly development reflecting the broad public interest. We achieved substantial agreement on what those conditions should be, in several cases unanimously, with disagreements noted.
- We also agree that the LTC should require, whenever possible, maintenance of large forest areas, and discourage subdivision to less than 50 acres (20 hectares) We are in substantial agreement that subdivision of less than 50 acres (20 hectares) should only be permitted through a process of community benefit, with the benefit of greatest value being donation of land for community forest, wilderness preserve or park (p.4).

There was further discussion with respect to the easement access routes to the property. It was reported by the applicants that the easement route being used to access the proposed long term retreat area from Cook Road varies from the route surveyed in that easement agreement.

Another area requiring further information was with respect to watershed management.

There was discussion about needing more information on some areas, one in particular being the transfer of title.

It was suggested the APC look at examples for Retreat Zones in Denman and Salt Spring OCPs and LUBs.

The APC was interested in further exploration into the details of how the Trust Fund Board would treat the land. How would the Board ensure that the Society's management plan would carry on? Members agreed it would be helpful to get more information on all the possible ways as to how the land could be held. What are the policies of the Trust Fund Board and how easily could they be changed?

MOTION

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

CARRIED
(Unanimous)

6. NEXT MEETING DATE

Friday morning, July 3, 11:30am.

7. ADJOURNMENT

Meeting adjourned at 1:15pm.

CHAIR

DATE

CERTIFIED CORRECT:

Colleen Doty, Recording Secretary



ADOPTED

Galiano Island Advisory Planning Commission Minutes of a Regular Meeting

Date of Meeting:	Friday, July 3, 2015, 11:30	
Location:	Galiano Island Local Trust Office 23 Madrona Road	
Members Present:	Sheila Anderson	Chair
	Ursula Deshield	Member
	Elizabeth Olson	Member
	Dave Koster	Member (left at 1:20pm)
	Akasha Forest	Member
	Barry New	Member
Regrets:	Karen Harris	Member
Members of the Public:	Two members of the public were present.	
Staff Present:	Colleen Doty	Recording Secretary
Media and Others Present:	None	

1. CALL TO ORDER

Chair Anderson called the meeting to order at 11:30am.

2. APPROVAL OF THE AGENDA

Chair Anderson proposed the agenda include: 1) discussion of the Staff Report within the July 6 2015 LTC Agenda dated June 25 on Secondary Suites from Robert Kojima; 2) continued consideration of the application with respect to Crystal Mountain application; and 3) and consideration of the referral with respect to Contractors' Yard Temporary Use guidelines.

By general consent, the agenda was approved as presented.

3. DISCUSSION OF STAFF REPORT OF JUNE 25, 2015

The Advisory Planning Commission (APC) reviewed the Staff Report of June 25, 2015, concerning the Secondary Suite Review. Members wished to clarify the reasoning behind their recommendations in the Adopted APC minutes of June 2, 2015.

MOTION

The APC requests the Secretary to draft a table with APC recommendations on secondary suites and cottages describing reasons for the recommendations to provide clarity to LTC and staff on intended meaning.

CARRIED
(Unanimous)

The following table was created as per resolution above to represent APC members' comments.

APC Resolution/ Recommendation	Discussion	Recommended Outcome
From June 2 nd APC Meeting:		
That the provisions for secondary suites referenced in Bylaw 255, 1a) 2.28 should apply to both Part 5 and Part 6 of the LUB.	Presumed to be a typo, but provisions should apply to AG zone as well as residential	That bylaw 255 be amended to refer to Part 5 and Part 6 of the LUB.
That secondary suites should be restricted on lots smaller than 0.4 hectares, similar to the restriction on cottages.	Concern over water shortages was the primary reason behind the APC's recommendations. Water consumption from a suite would be similar to that from a cottage and this draft grants rights for suites where cottages have been denied. Cistern provision does not necessarily ensure groundwater consumption will not be increased. There are some very water-stressed lots within the small acreages. APC members felt that a precautionary approach should apply. Eg. Saltwater intrusion is irreversible. Salt Spring Island's secondary suite allowance seemed more cautious and site specific Draft bylaws do not respect watershed planning. Kohut and Johansen in 1998 mapped the areas of Schedule C, shaded areas on LUB. Waterline report was 2011.	Proceed with bylaw that allows either a cottage or a suite on residential lots larger than 0.4 hectares and one suite per AG lot to provide options but not excessively increase density or intensity beyond what is currently permitted by OCP and LUB.
That the Advisory Planning Commission seeks clarification with respect to the phrase "one secondary suite per lot"	Concern that if both cottage and suite were permitted it could create non-conformity in future if built on lots 4 hectares or larger but zoned for higher density /smaller lot size, then subsequently subdivided. Concern about interpretation in cases of corporate coop holdings.	Remove provisions for both a suite and a cottage on any lots. And ensure only one suite permitted per lot over 0.4 hectares even if density allows additional dwellings.
Proposed changes to the	Not part of the project description put	Amend draft bylaw by removing all

ADOPTED

APC Resolution/ Recommendation	Discussion	Recommended Outcome
technical definition of a cottage	forward by LTC. Fuller analysis of why this is being proposed by Staff, and its potential impact. What happens to density when one untethers cottages. If accessory requirement removed it could encourage sale of cottage shares and increase footprint on a lot due to separate well, power lines, driveways etc.. This was not identified in recent OCP and LUB review as a needed change. Galiano is not the only island using accessory to describe cottages. Encourages or makes easier corporate share divisions where cottages free standing dwellings. No public record of need for this change. What are the legal implications? What are the Bylaw enforcement implications?	portions relating to change of cottage definition as accessory.
2.28.3, why it is necessary to have reference to 40% if there is already a reference to 60m2?	No explanation as to why in Staff reports	Information should be made available to LTC and community as to rationale. Staff explained in June 25 Report.
2.28.6, need clarification on the catchment system required for the secondary suites and whether the cistern would need to be treated for potability.	Reported that in phone conversation with planner Chair learned that NOT intended to be potable. Once cistern in place what guarantees it will be used? Rainwater is scarce for many months of year and seems like a poor basis for increased density. Cisterns filled from groundwater wells do nothing to reduce consumption of groundwater. Just even out demand.	Greater transparency in regards to this requirement. And what ensures it will effectively reduce groundwater consumption.
That home occupations in secondary suites should follow the Land Use Bylaw, except that no non-residential employees should be permitted	The APC felt existing bylaws on Home Occupations were clear already Why is the reference to Mayne relevant?	Change bylaw to restrict non-resident employees in home occupations in secondary suites.
That in each residential zone a provision should be included	Seemed clearer to list in each residential zone rather than just in a	Consider how, in addition to general provisions of 2.28, to include in

APC Resolution/ Recommendation	Discussion	Recommended Outcome
in the permitted density provisions to limit secondary suites to lots greater than 0.4 hectares in each zone. It is recommended that the language be amended to: "One cottage OR one secondary suite but not both" permitted on each lot having an area of 0.4 hectares or more in respect of each permitted dwelling, to each zone outlined in the Land Use Bylaw: 5.1.3, 5.2.3, 5.3.5, 5.4.3, 5.5.3, 5.6.3	general provision.	each applicable LUB residential zone wording to indicate one cottage or one secondary suite permitted per lot over 0.4.
That under 6.1 of the Land Use Bylaw 127, 1999 - Permitted Density, a secondary suite should be permitted	Seemed clearer to list allowance for a suite in the AG zone.	In addition to 2.28 list in AG zone that one secondary suite per lot over .4 h. is permitted.
From June 9 th APC Meeting:		
... while the Advisory Planning Commission is very supportive of providing options for affordable housing, it recommends that the Local Trust Committee and the public be provided further detailed information	Concern that LTC and community being asked to agree to a density increase with no information about how much of an increase it would be While there is information in Staff Reports about number of lots in various zones, information about lot size, how many smaller than .4 and how many 4 h. and up in residential zones in order to show what the increase would be if this bylaw was approved. The APC is not looking for more analysis, but rather, seeks further data.	The APC would like to receive some information with respect to: 1) Existing lots, lot sizes and zones on the island, and potential density build-out; 2) How the ground water and waste-related provisions of this draft bylaw integrate with the <i>Water Sustainability Act</i> and existing ground water and waste-related reports and data; 3) Specifics around the water cistern with respect to achieving desired goals. The proposed bylaw is prescriptive for anyone who wants to develop a secondary suite in any zone but more details are required.
From July 3 rd APC Meeting		
	The concern is that LTC and the community members have all the data before them in order to make informed decisions.	That information with respect to the APC's concerns be provided before any bylaw is taken to first reading.

4. DISCUSSION OF REFERRALS FROM LOCAL TRUST COMMITTEE

A) Crystal Mountain Application

Kim Lenglet and Janice Oakley were present for the applicant Crystal Mountain.

Although most of the items requested of the applicant have been provided, APC members felt more information was required on:

ADOPTED

- Easements, details, provisions and location of, and likely impact on surrounding lands
- Mapping details of the wells' location
- Options available to the applicants with respect to the transfer of land and how the land will be managed in the future
- Structures that may be removed

However, as the APC was being asked for an initial opinion, they could be supportive of the nine criteria established by the LTC as per GL-2015-002. There was consensus that the nine points were important and worthwhile, although concern was raised about point 7 below being antithetical to the idea of a retreat. The nine criteria:

- 1) Submit a survey regarding the proposed building sites, accesses and Development Permit Areas and the location and size of all existing structures
- 2) Indicate whether or not existing structures will be removed or will remain
- 3) Indicate whether any of the proposed huts will have cooking facilities
- 4) Indicate whether the outhouses will consist of composting toilets or another system
- 5) Submit plans to implement the recommendations of the environmental assessment
- 6) Consider an amendment to the application to transfer title of the proposed covenanted lands to an organization which has as its primary objective the conservation of forest land
- 7) Consider a plan that would cluster development in one building site, not the three that have been proposed
- 8) Provide the LTC with a copy of the two CRD covenants on the land regarding geotechnical issues and Riparian area issues
- 9) Consider an agreement to stop construction until completion of the application and to stop advertising and conducting programs within structures that are not permitted under the zoning that presently exists on the land

Specifically, the APC noted the following:

- 1) Well locations added to this point and required details on easements should be given to the LTC and APC.
- 2-5) Agree with request being fulfilled before draft bylaws
- 6) Agree
- 7) Agree, but with a concern noted that clustering might be antithetical to the concept of the retreat
- 8) Agree and hopefully in hand
- 9) Agree

There was discussion with respect to Temporary Use Permits as a way of managing use of land.

MOTION

The APC are supportive of the nine criteria established by the LTC as per GL-2015-002, and listed here again as follows:

ADOPTED

- 1) Submit a survey regarding the proposed building sites, accesses and Development Permit Areas and the location and size of all existing structures
- 2) Indicate whether or not existing structures will be removed or will remain
- 3) Indicate whether any of the proposed huts will have cooking facilities
- 4) Indicate whether the outhouses will consist of composting toilets or another system
- 5) Submit plans to implement the recommendations of the environmental assessment
- 6) Consider an amendment to the application to transfer title of the proposed covenanted lands to an organization which has as its primary objective the conservation of forest land
- 7) Consider a plan that would cluster development in one building site, not the three that have been proposed
- 8) Provide the LTC with a copy of the two CRD covenants on the land regarding geotechnical issues and Riparian area issues
- 9) Consider an agreement to stop construction until completion of the application and to stop advertising and conducting programs within structures that are not permitted under the zoning that presently exists on the land

CARRIED
(Unanimous)

MOTION

In addition to the nine points in GL-2015-002, the APC thinks:

- 1) accurate well details (location, quality, quantity) should be added to the mapping;
- 2) all of the actual easement agreements on private land either in use currently or proposed for retreat access should be provided to the LTC.

CARRIED
(Unanimous)

B) Home-Based Contractor Yards Project

APC members discussed the recent LTC referral.

Members discussed the benefits and constraints of Temporary Use Permits (TUP) and the one permitted renewal, which allows for six years of operation, after which time one must reapply for another TUP or rezone. The TUP may be considered a trial, is less costly for the individual, provides a mechanism for neighbours to comment, and serves to facilitate rezoning. It is up to the private individual/operator, not the Local Trust Committee, to take the initiative in seeking a TUP.

Members discussed the need to add some measures to protect the groundwater and environment from spills of chemicals and other byproducts of the industry when applicable.

Members agreed to continue this discussion at the next meeting.

6. NEXT MEETING DATE

Subsequently set for Thursday, July 16, 2015 at 10:15am at the LTC office.

7. ADJOURNMENT

Meeting adjourned at 1:30pm.

CHAIR

DATE

CERTIFIED CORRECT:

Colleen Doty, Recording Secretary

Date November 27, 2015 File Number GL-RZ-2011.1 (Galiano Land and Community Housing)

To Galiano Island Local Trust Committee
For the Meeting of December 7, 2015

From Robert Kojima
Regional Planning Manager

Re Galiano Green Application

Purpose:

This memo will provide the Galiano Local Trust Committee an update on the status of the application and outline some options for proceeding.

Background:

A [staff report](#) was last provided at the February 2, 2015 LTC meeting summarizing the status of the proposal, its key elements, reports that had been provided to date, the status of the bylaws and draft housing agreement, and proposed changes to the proposal from the proponents.

The proponents indicated at that time that they were no longer pursuing the option of having the CRD Housing Secretariat administer the housing agreement and were intending to provide a detailed summary of proposed changes. In the absence of the CRD Housing Secretariat administration of the housing agreement, staff identified the need for an arm's length, third party body to administer the provisions of the housing agreement, specifically to undertake the screening and review of potential applicants for consistency with income requirements. Second, it remained unclear how the specifics of the lease could be used to allow individuals to own dwellings.

Current Status:

Since February the applicants have retained legal counsel to assist with addressing the issues with the proposal. Recently the applicants have provided staff with a number of documents:

1. An email summarizing the current status of the proposal
2. Correspondence dated August 30, 2015 from Margaret Sasges
3. Correspondence dated September 10, 2015 from Margaret Sasges
4. Review Table prepared by Margaret Sasges, dated September 9, 2015
5. Housing Agreement revised by the applicant (not legal counsel) – a blackline version was created by comparing this document to the most recent version (February 2015)

6. Lease document revised by the applicant (not legal counsel) - a blackline version was created by comparing this document to the most recent version

The key challenge identified by the applicants' legal counsel in the letter of August 30, 2015 (copy attached) is that there is no legal mechanism to allow separate ownership of land and the structures affixed to land. As alternatives counsel offered three models: bare land strata, mobile home park, or leases defined by the foundations of the buildings. In the follow-up correspondence of September 10, 2015 the applicants' lawyer provided further comment on the foundation lease option:

- That the lender is clear that they must have a realizable security for any personal loans.
- That there is no point in finalizing the housing agreement and lease until the legal relationship between the society, the homeowners, and the other bodies is clear.

Issues:

The key issues for the LTC have been analysed in some detail in previous reports available on the [webpage](#). In summary, prior to giving direction to staff and the applicants, the LTC should consider:

1. Housing need: in considering this application for increased density the LTC should be satisfied that the proposed housing would address a community need. The LTC has been in receipt of a [need and demand study](#) prepared for the applicants and in proceeding to date the LTC has indicated that it felt that the proposal would address a need for affordable housing in the community.
2. Land Use Impacts: in previous reports the LTC has considered the proposal and potential impacts. To date the LTC has considered that the location is suitable for the proposed use and density, that the layout is acceptable (and would be ensured by means of a s. 219 covenant), that the proposed phasing would minimize development impacts, that the proposed on-site septic and rainwater catchment systems are acceptable, and that off-site impacts are minimal. The LTC has received a [feasibility study](#) prepared for the applicants that outlines the proposal.
3. Affordability: the application and the resulting density increase is premised on the development providing affordable housing consistent with OCP policy 1.6(b) and with the definition of affordable housing in OCP, namely that:
 - it be rental or owned housing that can be acquired without exceeding 30 per cent of the median gross income of low to moderate income families on Galiano
 - all additional density be affordable units; and
 - that affordability be secured through the mechanism of a housing agreement

In order to proceed the LTC must be satisfied that it would provide affordable housing. The mechanism to secure the affordability is a housing agreement. A draft housing agreement was prepared by Islands Trust legal counsel based on the CRD Housing Secretariat administering the agreement. Most recently the applicant has provided a revised version (attached). However this has been prepared by the applicant and not by their legal counsel, nor been reviewed by Islands Trust legal counsel.

4. Administration: the body responsible for administering the agreement, and in particular screening applicants and making the determination as to whether they meet the qualifications established in the housing agreement, is crucial to proceeding with the application. Originally this role was envisioned to be undertaken by the CRD Housing Secretariat. As an alternative, the applicants are proposing a "Community Selection Committee." The specifics of this committee, its status, and governance remain preliminary. The key for the LTC is that this committee must be arms' length from ownership of the property or involvement in the housing society, must be an on-going body, and must have the confidence of the LTC that it is competent to administer the screening function.

5. Feasibility: the LTC has consistently had concerns with the feasibility of the tenure model favoured by the applicants. Based on the comments provided by the applicants' legal counsel there remains significant uncertainty with the approach, in particular with the practicality of registering a lease tied to building foundations and the willingness of financial institutions to extend credit based on this tenure.

Options: there are a number of options for the LTC to consider as next steps. Most of these would require additional review and analysis in the form of a staff report before proceeding.

1. Proceed with the application as currently presented by the applicants. This is the request of the applicants. The fundamental issue is that the housing agreement and lease have not been completed, further work would be required to re-write the documents by legal counsel based on the model of using a foundation lease approach. And as the applicants legal counsel has stated it would not be advisable to finalize these documents until the specific legal relationship of the society, owners and other administrative bodies has been defined. This would entail a significant expenditure by the applicant, either by their own legal counsel or to have Islands Trust counsel do it through cost recovery. Second, if the work were done, the application approved, and the development does not succeed, the community and the LTC are left with a site zoned for a specific type of affordable housing and a housing agreement that is limited to one approach. Given the significant uncertainty associated with the approach favoured by the applicants this would entail a significant expenditure of staff time and resources on an uncertain outcome.
2. Proceed with the application but prepare a housing agreement that would accommodate a variety of models. This option would recognize that there is a need for this type of housing, that the location is appropriate and land use impacts acceptable, but that there is significant uncertainty with the approach favoured by the applicants. The LTC could request that staff investigate the option of preparing a broader housing agreement that would restrict all potential types of occupancy (lease, rental, ownership). As with option one, this would also entail significant time and expense and may not ultimately be feasible or be so complex as to be impractical.
3. Amend the zoning to a density bonus zone. This option is authorized under s. 904 of the Local Government Act. It would amend the zoning so that there are two separate densities permitted on the property:
 - a. A 'base' density, likely the current permitted density of one dwelling and one cottage. The owners could develop to this density at any time.
 - b. A higher 'bonus' density of 20 affordable housing units that the owners could achieve once they have provided a housing agreement to restrict occupancy. No further rezoning would be required to realize this density.

This approach would allow the zoning to be adopted and the applicants to work further on their favoured model with the certainty of the zoning in place. As the housing agreement must be adopted by bylaw it would give the LTC a level of oversight to ensure that the housing agreement achieved the affordability requirements of the OCP. The risk would be that as the zoning would permit the higher density for affordable housing if a housing agreement is provided, an owner could argue that the LTC is obliged to accept a housing agreement it would not otherwise consider adequate.

4. Proceed with the rezoning but restrict the density with a covenant. This option would allow the LTC to proceed with the rezoning, and like option 3 would give the applicant the certainty of having the zoning in place for up to two units, but restrict any further density in a covenant until such time as the applicants provide a housing agreement acceptable to the LTC. For example, the zoning could permit the proposed density of 20 affordable housing units, but the covenant would permit only two be constructed and occupied and that the remaining 18 could only be developed once a housing agreement acceptable to the LTC is adopted.

5. Proceed only on the basis of a conventional tenure model. The LTC could indicate to the applicant that it is prepared to consider proceeding with the application, but only if the tenure model is altered to one that is conventional, for example: bare land strata, building strata, rental, or co-operative.
6. Proceed no further. The LTC could determine that the application is flawed and not in the interests of the community and that no further work be done.

The LTC should consider the above options and can provide direction to staff on how to proceed. Any of the options, other than option 6, would entail review in the form of a staff report and possibly legal costs. As the LTC is aware, significant amounts of staff time have been used to date in reviewing this application and that given the nature of the application extensive additional work may have to be to the detriment of new LTC project work.

pc Kim Farris, A/Planner 2

Attachments:

1. Email of November 22, 2015 from Tom Hennessy
2. Correspondence dated August 30, 2015 from Margaret Sasges
3. Correspondence dated September 10, 2015 from Margaret Sasges
4. Review Table prepared by Margaret Sasges, dated September 9, 2015
5. Draft Housing Agreement (blackline version)
6. Draft Lease document (blackline version)

Robert Kojima

From: Tom Hennessy [REDACTED]
Sent: Sunday, November 22, 2015 9:07 PM
To: Robert Kojima; Kim Farris; Laura Busheikin; Sandy Pottle; George Harris
Subject: Summary and Request for Rezoning

Follow Up Flag: Flag for follow up
Flag Status: Flagged

Hello Robert, Kim, Laura, Sandy and George

This is the most recent summary of our progress.

BACKGROUND

In the fall of 2014 the Galiano Land and Community Housing Trust (GLT) went to Margaret Sasgas of Clay & Company for a review of our housing and leasing agreements to be sure that there were no errors, omissions or inconsistencies before bringing it to the LTC for a public hearing.

REVIEW OF HOUSING AND LEASE AGREEMENT

On Robert Kojima's instruction, we directed our lawyer to use his most recent version of the housing agreement. At that time it was ready to go to Public Hearing but we decided to give it and the Lease one last review by a good lawyer before we requested a Public hearing. Margaret did a very impressive and complete cross-referencing of all the documents which was exactly what we asked her to do. We were shocked to receive a bill for \$14,000.00

OFFER OF CLAY & CO. TO REWRITE ALL AGREEMENTS WITH A STAFF OF SEVERAL LAWYERS

Margaret decided she wanted to take over everyones work and rewrite all of our agreements and take responsibility for arranging mortgages with the credit unions. At that point, Margaret said that she would not incorporate her review into the agreements until she had confirmed agreements for mortgages on the land and homes with the CCEC Credit Union and hopefully with one other lender. We were very satisfied with the work that our planners had done for the housing agreement and we could not see why it was necessary to do a complete rewrite. Our only concern was to eliminate inconsistencies in the two agreements. We felt that Margaret's process would duplicate the work of the law firm representing the Islands Trust which had drafted the Housing Agreement and the law firm representing the Land Trust which drafted the Lease Agreement as well as our two housing consultants and extensive work done by our planners, Kim Ferris and Robert Kojima.

LEGAL FEES UP TO \$120,000.00

Total legal fees from Clay & Co.were estimated at a total of \$60,000-\$120,000. \$30,000-\$60,000 would be for a complete rewrite of the housing and lease agreements and another \$30,000-\$60,000 to prepare the disclosure document. She also explained that she was going to turn over our file to several other lawyers in the firm to complete the work.

APPEAL FOR CONSIDERATION

We had a meeting with Margaret and several other lawyers from her firm on September 2 where we explained that we did not have the budget for \$120,000 in additional legal expenses. We explained that we had come to ask Clay & Co for a review and they had done an excellent job for which they charged us \$14,000. The Galiano Land Trust board (GLT) directed us to ask Clay & Co for some consideration because we are a non-profit society and are financing the project with loans from community members at 0% interest. Clay & Co came back to us with an offer to do the proposed work for a total of \$75,000 plus expenses. This amount is still beyond the means of the Galiano Land Trust and still higher than the lowest estimate of \$30,000 for each component. We thanked them and said we would inquire if VanCity could make additional funding available.

FINANCING THROUGH CCEC AND VAN CITY

GLT and our housing consultants, Robert Barrs and Robert Brown, already had agreement in principal with CCEC for a mortgage on the land up to \$492,000.00 and individual home mortgages for up to \$100,000.00 less down payment.

Van City is also very interested in Galiano Green and has given us approximately \$30,000 to fund a commercial appraisal and two Feasibility studies. We are optimistic that VanCity will also come on board to provide mortgages to homeowners and we are considering their financing proposal. When we have rezoning, we will also approach Vancity for additional funding. GLT did not think that repeating these financial negotiations through Margaret was necessary.

REGISTRATION OF LAND AND BUILDING SITES

A Notary will do the registrations at the Land Title Office. Robert Barrs and Robert Brown suggested they could arrange the Discovery for between \$7,000-10,000.

REDRAFTING THE AGREEMENTS

Starting with the approved agreements from Nov. 2014 and Margaret's notations by number, it was not difficult to follow Margaret's direction, find the location and make the correction, often with wording provided by Margaret. We were comfortable incorporating Margaret Sasgas' recommended changes into the agreements because we have been drafting and editing all the original drafts of the agreements over the past 4 years and because we could not afford to pay the reduced price of \$37,500 estimated by Margaret. We also knew that the trust lawyer would have to review the agreement one last time before acceptance. That would provide an opportunity for the Trust lawyer to review the housing agreement. Hopefully, this can happen before the Dec. 7th LTC.

LEGAL STRUCTURES FOR GALIANO GREEN

Margaret provided us with three legal structures for Galiano Green. They are Foundation Lease, Bare Land Strata and Mobile Home Park. After clarifying the details with Margaret, we chose the Foundation Lease model because it most accurately describes our concept for Galiano Green.

Based on Margaret Sasges' assurance that the foundation lease and bare land strata models are both legal structures, CCEC has assured us that they are comfortable with either model and are prepared to provide mortgages for land and houses.

OWNERSHIP

The ownership structure is a Land Trust. It is owned by Galiano Land and Community Housing Trust. The Foundation Lease is for 99 years and is renewed each time a new lease is signed. Each site will be surveyed

and registered in the Land Title Office and leased to a qualified applicant to place a foundation and house on one of 20 house sites. The Leaseholder owns the house. He can sell to another qualified applicant under a controlled "Resale price Cap"

MORTGAGES

Margaret, in her letters, confirms that CCEC is willing to give a mortgage for up to \$492,000.00 on the Land and infrastructure and up to \$100,000 less down payment on the houses. We also have emails confirming that CCEC is prepared to accept the Foundation Lease. The mortgage agreements for the Land and houses has yet to be drafted.

COMMUNITY SELECTION COMMITTEE

Tenants would be selected by the Community Selection Committee (CSC), a separate and independent arm's length committee which will interview and consider all the criteria in the Housing Agreement to determine eligibility of applicants to live at Galiano Green. The applicant will usually receive the decision of the CSC within two weeks. See Criteria (Schedule A)

GOVERNANCE OF THE COMMUNITY SELECTION COMMITTEE

The selection of positions on the CSC will be advertised locally. Five members will be chosen. Any three can form a quorum and approve applicants. The Local Trust committee will approve the members of the Selection Committee.

Suggested credentials to serve on the Community Selection Committee (CSC) are: Resident on Galiano for at least three years, Active in Community affairs, Interested in promoting affordable housing and knowledgeable about affordable housing issues on Galiano.

At their first meeting, a vote will select a chairperson and a recording secretary. The GLT will familiarize the CSC with the criteria for applicants (schedule A), interviewing and applicant approval procedure. For approval of the application, at least three CSC committee members must vote to approve the applicant. All applications reviewed by CSC and the reasons for acceptance or rejection will be kept on file. Reasons for rejection will be explained to applicants.

SUMMARY OF ADMINISTRATION OF LEASE

The GLT agrees that every residential tenancy agreement in respect of a Rental Unit will prohibit subletting and assignment to any person who is not a Qualified Renter, and will entitle the GLT to terminate the residential tenancy agreement in the event of any breach of that prohibition by the tenant.

The GLT must deliver to the Local Trust Committee or the NPO a true copy of any Leasehold or Rental agreement in respect of any Affordable Housing Unit within 5 days of any request that it do so. The GLT will obtain by the end of January of each year, a completed Resident Statutory Declaration for each Leasehold, substantially in the form attached as Schedule "C", sworn by the Qualified Person. The GLT will deliver to the Local Trust Committee, or its designate (CSC), by the end of February of each year a completed Owner Statutory Declaration, substantially in the form attached as Schedule "D", sworn by the GLT, in relation to each and every Leasehold.

The GLT irrevocably authorizes the Local Trust Committee or the CSC to make inquiries it considers necessary and reasonable in order to confirm compliance with this Agreement.

The GLT 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 a reasonable amount of time stated in any notice of default provided to the GLT by the Local Trust Committee.

ADMINISTRATION OF THE HOUSING AGREEMENT AND HOW THE BODY WOULD FUNCTION

The Galiano Land Trust and the Community Selection Committee operate under the control (direction) of the Galiano Local Trust Committee.

GLT covenants and agrees to furnish good and efficient management of the Leaseholds and will permit representatives of the Local Trust Committee or the CSC to inspect the Lands at any reasonable time, subject to the notice provisions in the Residential Tenancy Act.

A committee of the Galiano Land Trust will administer all of the day to day business of operating Galiano Green. A bookkeeper will manage accounts with the Credit union, collecting lease payments, paying mortgages on the land, work with the leaseholder and CCEC during purchase and resale. An accountant will complete the year end.

The GLT must not transfer the Lands, other than to another not-for-profit organization or society incorporated under the Society Act, having as its object the management of affordable housing. The Local Trust Committee must approve any transfer prior to its finalization, and that until a new organization is found, no further leases can be granted on the Lands.

The GLT 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.

The GLT 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.

The GLT 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.

REQUEST TO MOVE TO A CIM AND PUBLIC HEARING FOR REZONING

The Galiano Green Affordable Home Ownership Project meets all the criteria for affordable housing in the OCP. In the past three years, the Galiano Land and Community Housing Trust has worked diligently with the Islands Trust and complied with every request, hired every appraiser, consultant, engineer, lawyer and banker required by the Islands Trust to bring the first affordable housing project to Galiano in more than 30 years.

During that time, Galiano has declined to the point where it now has the highest "core housing need" anywhere in Canada, except Inuvik. More than half of all the houses on Galiano stand empty. If this trend continues, how long will it take before all the houses stand empty?

Galiano needs help. Please Set a date for a CIM and Public Hearing as soon as possible so that the Minister can sign it and we can start building this spring.

We would like to thank the Trustees Louise Decario, Sandy Pottle, Ken Hancock, Laura Bushakin, George Harris and planners Gary Richardson, Kaitlin Kazmierowski, Kris Nichos, Kim Ferris and especially Robert Kojima for all the work that they have done over the past years to get us so close to rezoning.

Best Regards,

Tom Hennessy

Chair, Galiano Land and Community Housing Trust (GLT)

CLAY & COMPANY

BARRISTERS & SOLICITORS

JOHN L. CLAY (1951)

PAUL G. SCAMBLER, Q.C.*
MARGARET SASGES, Q.C.*
ALMUT N. KEIL
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ROBERT L. RICHEY (Retired)

Writer's Voice Mail Box Number: 
Writer's E-mail Address: 

Please reply attention: MARGARET SASGES, Q.C.

Our File No.: 35681-001

ADDRESS: Main Floor, 837 Burdett Avenue
Victoria, British Columbia
Canada, V8W 1B3

August 30, 2015

The Galiano Land and Community Housing Trust
637 SOUTHWIND ROAD
GALIANO ISLAND BC V0N 1P0

Via E-mail

Attention: Tom Hennessy

Dear Mr. Hennessy:

Re: Galiano Green Affordable Home Ownership Project

The vision of your society is to enable lower income residents to own affordable housing, while still ensuring those homes have minimal impact on the eco-system. Your stated goal is to have the society ("GLT") remain the registered owner of the entire parcel of land (the "Property"), but to give to the home-owners, legal title to the structure in which they are living. You were not intending to formally subdivide the Property, but rather intended to lease a plot of land to a home-owner, and to have the home-owner own the structure on that plot of land. Your goal in doing so is to enable the home to remain affordable, since you are of the view that it is the cost of the land that causes a home to become unaffordable. You were also seeking to have the home-owner own the house, so the home-owner could readily obtain a mortgage to assist in buying the home. As I have advised you, the problem with this vision is that the law in British Columbia does not allow you to separate the ownership of the land from ownership of the structures affixed to that land.

With the challenges presented by your vision, I have been reviewing the applicable legislation, speaking with representatives of the various governing authorities and discussing the options with other counsel experienced in real estate development. As a result of these discussions, we have identified three possible home ownership models, which seek to accommodate your vision, as set out in your feasibility study and as further defined through further discussions with you and Doug Latta. These three options are as follows:

1. A Lease defined by the Foundation of the Building,
2. A Bare Land Strata Development,
3. A Mobile Home Park

For the purposes of the discussion of these options, I have used the term "home-owner" throughout, although that may not be the actual legal relationship of the qualified person and that person's home.

1. A Foundation Lease

One of the main issues with your proposal to lease a plot of land on which the home-owner could then build a home, is that the *Land Title Act* prohibits the registration of leases for the purpose of effectively subdividing land, and thereby avoiding the formal subdivision process. That restriction does not apply if the lease is for the purpose of leasing a building or part of a building. In order to comply with the provisions of the *Land Title Act*, the lease would have to be of the house itself, rather than the larger plot of land on which the home was located. If the lease complied with the *Land Title Act*, then the lease would be registrable at the Land Title Office, which would increase the likelihood that the lease could be used as security for the home-owner to obtain a mortgage.

In order for the house lease to be a registrable lease, the outline of the house would need to be surveyed and identified in a plan. That plan would then be attached to the lease, which would then become a registrable lease. In order to give the home-owner a yard specific to the house, an easement could also be registered which would define the area assigned to that house and the use the lessee could make of that easement area.

In order for a surveyed plan to be produced, a foundation of the house would need to be constructed in order to specifically identify its location. GLT's stated intention is to allow the home-owners the option to build their own homes, as opposed to GLT building them. However, this approach would require GLT to build the foundation before a lease could be entered into. GLT could build the foundations for all the houses, providing for a variety of footprints based on the sample designs already produced by GLT. The home-owner could then build out on the foundation to the extent the home-owner is able. However, if the home-owner ever wanted to build beyond the existing foundation, a new survey would have to be obtained and a new plan registered. Although this process would not require the approval of the Islands Trust Approving Officer, it could, nevertheless be a significant additional cost for the home-owner.

2. Bare Land Strata Development

GLT could register a bare land strata plan and then lease the individual strata lots to the home-owners. Prior to a bare land strata plan being registered, the plan would have to be approved by the Islands Trust Approving Officer.

Through the registration of a bare land strata plan, GLT could create the 20 identified house sites as bare land strata lots. Since these lots would comprise both the house and the yard assigned to that house, this would allow for future expansion of the house, as the finances of the home-owner allowed without the difficulty of having to register an amended plan with each expansion. GLT would remain the owner of all of the strata lots and then enter into long-term leases with the individual owners. These long-term leases could be registered in the Land Title Office and could form the basis on which the individual home-owners would be able to obtain financing for the construction of their homes.

The terms of the individual leases would also contain the affordable housing eligibility requirements. This would then enable GLT to terminate the lease if the home-owner's assets and income exceeded the criteria for being able to qualify for affordable housing.

In addition to the individual lots, the bare land strata development would include common property, which would be all remainder of the Property other than the individual strata lots. This common property would be administered by the strata council in accordance with the *Strata Property Act*. Because GLT would

remain the owner of the individual strata lots, GLT would be the only member of the strata council and thus enable GLT to retain control over the management of all the common assets.

3. Mobile Home Park

A mobile home park is an arrangement where the landowner rents out individual sites to manufactured home owners, who then have the right to locate their manufactured homes on the rented site. The relationship between the owner of the land on which the manufactured home is located and the owner of the manufactured home is that of landlord and tenant, and is governed by the *Manufactured Home Park Tenancy Act*. The landlords and tenants are prohibited from avoiding or contracting out of the provisions of the Act. The owner of a mobile home park may provide a variety of amenities to the manufactured home owners, including utilities, lighting, roadways, garbage removal, storage and recreation facilities.

The challenge with a mobile home park structure for the Affordable Homes Project is the goal to have the homes cause minimal environmental impact. The nature of a manufactured home is that it is a structure that is designed, constructed or manufactured to be moved from one place to another by being towed or carried. If a home-owner were not capable of building their own manufactured home on site, then locating and shipping in a manufactured home from elsewhere, which home meets your environmental requirements, may be a cost that lower income individuals could not readily afford.

As I also advised you previously, since the home-owner would own the manufactured home, there may be limited ability to control the re-sale price of the home. Nevertheless, manufactured homes are generally regarded as being more affordable than conventional, affixed homes.

Financing

Each of the above options presents its own challenge for obtaining financing. The first option is very unconventional in its legal structure and we understand that other projects which have used this structure have not been successful, since lenders are reluctant to enter into mortgages on the security of these leases. Apparently the challenge for these projects is the complexity of the companion easements, which give the home-owner the right to exclusive use of the yard associated with the home.

The leases of the bare land strata lots, while more conventional than the foundation leases, would still be unusual in its structure and may be of concern to some lenders. The manufactured home ownership is certainly the more common of the structures. However, you would presumably limit the rental of the sites to qualified individuals, which may cause concern for some financial institutions since the debtor could lose the right to remain on the Property if the home-owner's personal circumstances changed.

Before proceeding with any of the above options, it would be important to discuss the legal structures with legal representatives of any potential lender that would be interested in providing loans to the home-owners. This would involve us meeting with the lenders' lawyers, to discuss the details of the legal relationships and what the lenders would require in order to readily loan on the security of the home-owner's interest.

Real Estate Development Marketing Act

If you proceed with either of the first two options, GLT will be required to comply with the requirements of the *Real Estate Development Marketing Act*. The Act requires a developer to prepare and file a disclosure document regarding the development property before the developer begins marketing a development unit. The contents of this disclosure document are determined by the Act and they must be complied with strictly.

Legal Fees

As I previously advised you, the preparation of the disclosure document is a process which takes several months for legal counsel to prepare and generally costs between \$30,000 and \$60,000. This would be in addition to the legal fees required in order to draft all the attendant documents to implement whichever approach you decide upon. The legal fees for these additional documents would be of a similar range as those to prepare the disclosure document.

Next Steps

I confirm that the Local Trust Committee has indicated that they are simply waiting for the housing agreement and lease to be finalized, before your application can be placed before a public hearing. However, until the legal structure of the proposal is decided upon, the housing agreement and lease cannot be finalized, since it is necessary to identify the legal relationship between the parties and the legislation that may already govern that relationship.

I hope you will have an opportunity to review the contents of this letter with your board prior to our meeting on September 2, 2015. At our meeting on the 2nd, I would propose to have several other lawyers from my firm involved in the meeting, since they would be involved in the drafting of the documents necessary to implement your vision.

Yours truly,

CLAY & COMPANY

A solid black rectangular box used to redact the signature of Margaret Sasges.

Margaret Sasges, Q.C.

MS/mw

CLAY & COMPANY

BARRISTERS & SOLICITORS

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Writer's Voice Mail Box Number: [REDACTED]
Writer's E-mail Address: [REDACTED]

ADDRESS: Main Floor, 837 Burdett Avenue
Victoria, British Columbia
Canada, V8W 1B3

Please reply attention: MARGARET SASGES, Q.C.

Our File No.: 35681-001

September 10, 2015

The Galiano Land and Community Housing Trust
637 SOUTHWIND ROAD
GALIANO ISLAND BC V0N 1P0

Via E-mail

Attention: Tom Hennessy and Doug Latta

Dear Mr. Hennessy and Mr. Latta:

Re: Galiano Green Affordable Home Ownership Project

Thank you for your e-mail of September 7, 2015, advising that you are interested in pursuing the Foundation Lease and the Bare Land Strata options which I outlined in my letter to you of August 29, 2015. I confirm that you do not wish to pursue the Mobile Home Park option delineated as well in that letter.

Financial Issues

Now that you have eliminated one of the three options, I confirm that it is our recommendation that we meet with legal counsel for one or more of the interested lenders, to discuss which structure would be most readily acceptable to them. I recognize that the representatives of CCEC have indicated their interest in your general vision, and that they are prepared to provide both a general construction loan and individual loans to the home-owners. All of that is conditional on the lender being assured of appropriate security for the loans.

In order for any further discussions with CCEC, or any other lender, to be effective, it is our strong recommendation that your legal counsel meet with the lenders' legal counsel so a full discussion of their concerns and your goals can occur within the context of the legal limitations that exist within any of the likely options. I acknowledge that you had said that you would like to take these two options back to the business loans officer and the general manager at CCEC and discuss these with them. However, my understanding of the communications with CCEC is that they are very clear; they are quite interested in the affordable housing concept, but they need to have the assurance from their lawyer that they will have a realizable security for any personal loans. The discussions now need to occur between legal counsel.

As we advised you at our meeting on September 2, 2015 – with the two of you, and with Ann Hennessy present for a portion of the meeting – it is unfortunate that an analysis of the legal elements of your vision did not occur at an earlier stage in your project. Until that analysis occurs, it would not be appropriate for

me to expend any effort in finalizing your housing agreement and lease, since the exact legal relationship of your society, the home-owners and any other administrative body has not yet been defined. I confirm that I did advise you that the housing agreement and lease, which you provided to me and which were prepared by two separate counsel, contradict each other and are also internally inconsistent. I would attribute most of this to a lack of clarity as to the legal relationship between the parties to be involved in this project.

Documents

At our meeting on September 2, 2015, you instructed me to provide to you the documents that I have produced to date. As I advised you, I have not been in a position to produce documents in support of your project, due to the structure not yet being clearly defined. Instead, what I have produced is an overview of what you have provided me to date, and my initial analysis of that information. In addition, my letter to you of August 30, 2015 is a useful analysis of the possible options which we have identified in light of the goals of your project. Accordingly, enclosed now please find copies of the following:

1. My letter to you of August 30, 2015,
2. An overview document entitled Review of Documents and Information provided by Client, having a draft date of September 9, 2015.

Legal Fees

Assuming that we are able to proceed directly with discussions with legal counsel for any potential lenders, we would be prepared to commit to legal fees of \$75,000.00. These fees would be for preparing the documents required implement the appropriate legal structure and to finalize the housing agreement and lease, with the goal of enabling this matter to proceed to the public hearing anticipated by the Islands Trust. Disbursements, out of pocket expenses and taxes would be in addition to that fee. This is based on the assumption that the eventual chosen structure would not require a significant revision to the application to the Islands Trust. If it becomes necessary to revise the application to the Islands Trust, we would need to consider what additional fees may be required at that time.

Legal Services

As I have advised you, the nature of this project lends itself to a team approach for the appropriate lawyers in our office. This will enable you to benefit from the combined expertise of the selected lawyers. Please note that we would apply ourselves with appropriate diligence to this file, but it must be recognized that no one lawyer at our firm has the ability to devote their full time practice to this file. Our legal services to you would have to be provided in keeping with our commitments to our other clients.

Next Steps

I look forward to hearing from you once you have had an opportunity to consider the foregoing and enclosed. I confirm that, until we hear further from you, we will not be taking any further steps in regards to your file

Yours truly,

CLAY & COMPANY

Margaret Sasges, Q.C.

MS/mw

Enclosures: 2

GALIANO GREEN AFFORDABLE HOME OWNERSHIP PROJECT
REVIEW OF DOCUMENTS AND INFORMATION PROVIDED BY CLIENT

	FEASIBILITY PLAN (REVISED MAY 1, 2014)	ISSUES FOR CONSIDERATION
GOALS	To be a model of low impact sustainable housing, by protecting the ecosystem that protects us Enabling affordable home ownership	
PROPERTY	409 Porlier Pass Road, Galiano Island 10 acre site PID: 001-416-987 Lot 1, District Lot 3, Galiano Island, Cowichan District, Plan 29196	
REGISTERED OWNER	Galiano Land and Community Housing Trust, Inc. No. S-0037495	
EXTENT OF PROJECT	20 units of affordable housing on 10% of the Property Homes of 500 – 1,000 square feet Efficient and modest to keep construction and ongoing cost low and maximize affordability 90% of Property to be protected as common space	<i>Real Estate Development Marketing Act</i> requires filing of disclosure document and general compliance with Act prior to any marketing of units.
OWNERSHIP	GLT will remain the registered owner of the Property GLT will not own any house, but will lease the building site to a qualified owner on a long term basis [p.14], 99 year lease [p.7] The qualified owner will have the right to benefit from the increase in value of the housing unit over time GLT will lease sites to homeowners on a 99 year lease basis [p. vi] GLT may build & sell some units. [p.14] GLT may build & rent out some units if no purchasers [p.14]	The Property will remain as one parcel and will not be subdivided, yet GLT wants the homeowners to own their own homes. Real property law in British Columbia does now allow for the separation of ownership of a structure and the land to which that structure is affixed. Options A. trailer park concept, where home-owner owns a premanufactured house and rents the pad on which it sits B. GLT owns the home and leases it to the home-owner

	FEASIBILITY PLAN (REVISED MAY 1, 2014)	ISSUES FOR CONSIDERATION
	Homeowners may sell home/assign lease to qualified homeowner [p.14]	Contradicts statement that any new homeowner would be issued a new 99 year lease. [see App G, qu. 12 response]
CONSTRUCTION PROCESS	Initial homeowner will be responsible for building house • May have house built entirely by a contractor • May purchase a CSA approved building that has been pre-fabricated off site • Have contractor build to lock up and do own finishing • Build the house on own [p.14] Sample designs will be provided, but homeowner may build to own design [p.14]	Need to have provisions regarding completion of house on timely basis Need to include pre-approval for anyone designing own home
CONSTRUCTION DETAILS	Harvested rainwater Superior insulation Best-practice wastewater disposal Residences will use rainwater harvested from rooftops and stored in large water storage tanks. Existing well will be used only for the shared facilities on the property (shower, laundry) [p.v] Each residence will have a septic tank. Filtered effluent will then be directed to a central constructed wetland treatment system installed in an existing opening in the forest, then dispersed via underground pipes to the forested area. GLT will purchase water and septic tanks to be able to pass on bulk purchase savings [p.14]	How does GLT generally ensure compliance with sustainability plan?
	Homeowners may use own plans, rather than any provided by GLT. All plans must be approved by GLT prior to commencing construction [meeting with Tom & Doug May 11, 2015]	No provision for this in lease or housing agreement

	FEASIBILITY PLAN (REVISED MAY 1, 2014)	ISSUES FOR CONSIDERATION
	No set timeline for completing construction. If homeowner fails to complete construction then the lease terminates [Meeting with Tom & Doug, May 11, 2015]	No provision for this in lease or housing agreement
SELECTION CRITERIA	Includes low income and cap on value of assets owned and six months residence on Gulf Islands [p. vi]	Would resident lose eligibility if income or value of assets increased beyond the set limit?
	<i>Homeowner does not lose eligibility if income or value increases beyond qualifying levels. It is not GLT's intention to require homeowners to remain poor [Meeting with Tom & Doug, May 11, 2015]</i>	This contradicts: • requirements of Islands Trust – to be occupied by Qualified Persons only • Commitment in Housing Agreement that only Qualified Persons occupy [paragraph 5]
	One year residency on Gulf Islands required [App G. qu. 26 – response]	<i>Client corrected this to state that only six months residency required [Meeting with Tom & Doug, May 11, 2015]</i>
DEATH OF RESIDENT	The lease will pass to the estate, but any new resident must meet resident criteria If “they” cannot qualify, must sell the house and lease to a qualified applicant. GLT will step in to take over mortgage or buy back property at appraised value [p. vi]	When will GLT step in? When foreclosures threatened? If property has not sold within a certain period of time?
		Why will GLT purchase at appraised value, rather than defined resale value?
FINANCIAL OBLIGATIONS OF HOMEOWNER	Residents will pay: • A lease payment to GLT for the lease of the site • A mortgage payment on the purchase of the house • Property taxes • Utilities [p. viii]	

	FEASIBILITY PLAN (REVISED MAY 1, 2014)	ISSUES FOR CONSIDERATION
DOWN PAYMENT	Each homeowner must have a down payment of at least 10% of the value of the house [p. viii] • 500 sq ft home - \$70,847 • 600 sq ft home - \$82,057 • 1000 sq ft home - \$115,585	How do low income individuals come up with a down payment? \$7,085 \$8,206 \$11,586
		To whom is this down payment paid when there is no home to be purchased? Is this simply the amount of cash that the individual must apply towards the construction of the home?
LEASE PAYMENTS	Lease payments set at outset, to be increased only by inflation “unless unforeseen costs arise”. [p.15]	How was the lease rate determined? What is it meant to cover? What would unforeseen costs be? This would need to be clearly defined
	Lease payments intended to ultimately reimburse GLT for its initial costs in acquiring property and providing infrastructure and to build up fund to cover defaults. Ultimately, lease fees could decrease once this goal is achieved, however have to build up for ongoing maintenance or replacement of infrastructure	Who determines this and how is it determined?
RESALE VALUE	Re-sale value will be restricted to original value (based on a price per square foot) plus an allowance for inflation Formula for re-sale will be based on a maximum price per square foot of the house, plus an allowance for accessory buildings on site. Increase for inflation will be based on CPI. Example, 1,000 sf house could be built for \$115/sf. Will be reviewed after a few houses built [p.15]	Will need to have defined formula with option to amend initial sf cost, depending on initial experience with builds.
		How do you take into account any future renos or additions? Are they valued at the time they are constructed and added on to the original value?

	FEASIBILITY PLAN (REVISED MAY 1, 2014)	ISSUES FOR CONSIDERATION
		What happens if homeowner fails to maintain/repair home? How does that affect the eventual resale value? Will someone have the authority to do the renos and set the cost off against the value of the house?
		Where is the document that restricts the resale value?
	Value will be based on the sf authorized, regardless of how much sf is actually built [meeting with Tom & Doug May 11, 2015]	
MORTGAGE BY HOMEOWNER	In the case of a foreclosure, an appraised value may be used. [p.15]	Why is an appraised value being used instead of the defined resale value? Wouldn't the appraised value distort the value of that home and take it out of the affordable home category.
	In the case of default under the lease "as agreed in the lease agreement", the house may be sold or GLT will assume the mortgage until the sale is finalized [App G, qu. 22 response]	What are the criteria for GLT assuming the mortgage payments?
		Where does money come from for GLT to assume the mortgage?

	FEASIBILITY PLAN (REVISED MAY 1, 2014)	ISSUES FOR CONSIDERATION
GOVERNANCE	All complaints will be presented in writing to the Galiano Green Homeowners Council. If the Homeowners Council cannot resolve the complaint, issue will be brought to the GLT. If GLT cannot resolve issue, then a mediator will be engaged. Costs of mediator will be shared by GLT and homeowner [p. 17] All homeowners will be members of the Galiano Green Homeowners Council. The Council: • will act as liaison between homeowners and GLT • Provide input on design of communal building and use of common land and resources • Hold monthly meetings to discuss project issues and concerns • Mediate all challenges to and violations of the rules [p.17-18]	Contradicted by arbitration provision in Lease <i>Client stated that the mediation process is to be followed first. Arbitration is to only be last resort [Meeting with Tom & Doug, May 11, 2015]</i>

	FEASIBILITY PLAN (REVISED MAY 1, 2014)	ISSUES FOR CONSIDERATION
COMMON FACILITY COSTS	GLT will be responsible for ongoing costs such as: • Caretaker • Property taxes on common land/buildings • Insurance on the common buildings and infrastructure • Electricity and telephone lines to the housing area • Operation and maintenance of the: * sewage collection and disposal system * common buildings (laundry, common shower, workshop) * roads and trails * common treed and landscaped areas * fences along property line • Repairs and maintenance of all common facilities Estimated cost \$20,400 per annum [p. 18]	Is the lease payment sufficient to pay all this and build up reserve for when homes are unoccupied? Note, property taxes are limited to common facilities. If the land is to remain as one legal parcel, the taxes will be assessed on the entire parcel and will not be delineated between the common areas and the separate home sites. To be delineated in Housing Agreement [App G., qu 3 – response] <i>To be allocated to each homeowner in a manner similar to a schedule strata unit entitlements [Meeting with Tom & Doug, May 11, 2015]</i> <u>Note:</u> BC Assessment indicate that separate assessments could be done of each structure if there is a clear right to sell and ability to value structure [discussions with BC Assessment Staff, July 31, 2015, M. Sasges]
HOMEOWNER COSTS	Homeowners are responsible for: • Repairs & maintenance to home • Garbage removal • Rainwater harvesting • Storage and filtration system • Sewer hook-up to the house • Septic tank • Landscaping of own site	

	LEASE AGREEMENT (DRAFT, NOV. 2014?)	ISSUES FOR CONSIDERATION
PREAMBLES	There are no preambles	Should include preambles to set context of lease
TERM	99 years	
MONTHLY PAYMENT	Defined in s.2.03 as a set amount	Needs to be a provision to be able to increase it over the course of the 99 years
TAXES & UTILITIES	s.3.01 – homeowner to pay all realty taxes (a), utilities supplied to Premises (b), tax on lease payment (c)	Paragraph (b) implies homeowner would only pay for utilities supplied by GLT. Needs to be clarified.
	s. 3.02 – leaseholder entitled to contest taxes assessed	Should this not be under the authority of GLT?
	s.3.03 – adjustment for property taxes if lease terminated	Would not have to be included if property taxes included in lease payments
	s.3.04 – GLT has access to premises to read meters re: supply of utilities	
WORKERS' COMPENSATION	s.4.03 – requires leaseholder to have WC insurance in place for the term of the lease	Why would a homeowner be required to have workers' compensation coverage?
MEMBERSHIP	s. 40.4 – requires Leaseholder to be a member of GLT	<i>Client advised this should be membership in both a homeowners' association and GLT [meeting with Tom & Doug, May 11, 2015]</i>
INSPECTION	s. 5.01 – gives GLT the right to enter upon and inspect the Property (defined as the entire parcel)	Not necessary. GLT is the owner of the Property and therefore has the right to enter upon the Property. Client confirmed this should refer to the Premises, as opposed to the Property.
	s. 5.02 – gives GLT and the owner of the Property the right to enter upon the Property and fell any trees.	GLT is the owner, so no need to reference the owner of the Property. This clause too should likely refer to Premises, rather than Property. <i>Client clarified that this clause should be changed to prohibit any homeowner from removing any trees without the express permission of GLT [meeting with Tom & Doug, May 11, 2015]</i>

	LEASE AGREEMENT (DRAFT, NOV. 2014?)	ISSUES FOR CONSIDERATION
ASSIGNMENT OF LEASE	Article 11 is entitled “Sub-Leases”, but its provisions relate to assigning the lease.	Is the leaseholder allowed to sub-let? If so, then sub-leasing provisions need to be included in the Lease. <i>Client has confirmed that leaseholder would be allowed to sub-lease. A possible example would be if homeowner were going away to school. Sub-lease payment to be governed by GLT. To be greater of 2 x the lease payment, or the lease payment plus the mortgage payment [Meeting with Tom & Doug, May 11, 2015]</i> How does GLT govern the sub-lease payment to the homeowner if it is the homeowner who is to receive the sub-lease payment?
	Section 11.01 says the lease may be assigned to a Qualified Person, but then requires the assignee to enter into a new lease	Entering into a new lease does not qualify as an assignment of lease. This should reflect instead the structure of selling a house requires the buyer to enter into a lease.
	Section 11.02 required leaseholder to submit request to GLT to assign, and leaseholder must pay GLT’s legal fees.	This provision needs to be expanded to set out process for approval of assignee and fee to be paid. Should this not be a standard processing fee, as opposed to GLT’s legal fees?
MORTGAGE	Section 12.03 – provides that GLT can assume the Leaseholder’s obligations under the mortgage if the Leaseholder defaults on the lease Section 13 – an event of default includes failure to pay mortgage	As per above, what will be GLT’s criteria for assuming the mortgage payments and from where will GLT draw the money to make the payments?
	Section 12.04 – if GLT does not assume the mortgage, the mortgagee has the option to take over the Premises, in which case GLT will enter into a new lease with the mortgagee	Does GLT want the bank become a leaseholder? Doesn’t this contravene the requirement to be a Qualified Person? <i>Client provided instructions to remove this provision [Meeting with Tom & Doug, May 11, 2015]</i>

	LEASE AGREEMENT (DRAFT, NOV. 2014?)	ISSUES FOR CONSIDERATION
	Section 12.06 – GLT to provide an agreement to the Mortgagee confirming the terms contained in article 12	Not certain of the purpose of this provision.
DEFAULT	Section 13.01(f) refers to the winding up of a Leaseholder.	This implies that a Leaseholder could be a corporation or society. How would this be possible, given the Qualified Persons' criteria? <i>Client provided instructions to remove this provision [Meeting with Tom & Doug, May 11, 2015]</i>
PERFORMANCE OF LEASEHOLDER'S COVENANTS	Section 15.01 – GLT has the right to perform any obligation of the Leaseholder and any costs be deemed to be Landlease Monthly Payments and shall be reimbursed to GLT on demand.	This should not be deemed to be part of the monthly payment, and instead should be identified as a separate payment obligation. <i>Client provided instructions to amend [Meeting with Tom & Doug, May 11, 2015]</i>
NET LEASE	Article 16	Not an appropriate inclusion for this unusual lease arrangement
ARBITRATION	Article 18 – if a dispute arises between GLT and the leaseholder, the matter is to be submitted to an arbitrator	Contradicts mediation process set out in Feasibility Plan <i>Client provided instructions to that mediation process is to be used [Meeting with Tom & Doug, May 11, 2015]</i>
OWNERSHIP OF IMPROVEMENTS	Section 19.01 -	
	Section 19.02 – give GLT the right to demolish the home at the end of the lease, or require the Leaseholder to demolish the home.	Why was this provision included? <i>Client provided instructions to remove this provision [Meeting with Tom & Doug, May 11, 2015]</i>
OVERHOLDING	Section 21.01 – if Leaseholder overholds after end of lease term, then the lease is on a day to day basis.	Why day to day? Standard is month to month. <i>Client provided instructions to amend to month to month [Meeting with Tom & Doug, May 11, 2015]</i>
REPORTING	Section 23.01 – Leaseholder will provide Statutory Declaration by February 20 th each year0	This contradicts the Housing Agreement which requires this to be provided by the end of January [paragraph 7/11]

	LEASE AGREEMENT (DRAFT, NOV. 2014?)	ISSUES FOR CONSIDERATION
PAYMENTS ON BEHALF OF LEASEHOLDER	Section 24.03 – If GLT pays any sum on behalf of Leaseholder, such sum shall be payable forthwith and GLT shall be entitled to exercise the same rights and remedies as if the payment were Landlease Monthly Payments in arrears.	There are no specific provisions regarding Leasehold Monthly Payments in arrears, other than termination of lease. This seems to contradict s.15.01 which provides a specific interest rate to be charged.
SMART METER	Section 24.06 – Leaseholder will refuse installation of hydroelectric smart meter	Why has this been included here? <i>Client provided instructions to remove this from the Lease and include this provision in the building guidelines document [Meeting with Tom & Doug, May 11, 2015]</i>
CONSTRUCTION		There are no provisions in the lease regarding the actual construction of the home and the right to terminate if the leaseholder fails to construct the home.

	SEWERAGE SYSTEM CONCEPT (Memo 1 13/07/2013)	
COLLECTION SYSTEMS	Section 3.2 – Collection systems – collect wastewater from groups of houses to septic tanks. Filtered effluent will then flow to central treatment system	Has there been any discussion of easements to be registered in this regard? <i>Client advised that each house will have separate septic tanks, so no easements required [Meeting with Tom & Doug, May 11, 2015]</i>

	ISLANDS TRUST DOCUMENTS	ISSUES FOR CONSIDERATION
HOUSING AGREEMENT	Required by OCP. Authorized by section 905 of the <i>Local Government Act</i> Includes, but is not limited to: • Form and tenure of housing units • Availability of housing units to classes of persons identified in the agreement • Administration and management of housing units • Rent or lease payments or sale prices to be charged [Staff Report 20111103]	
	Key conditions to be addressed: • The housing is affordable and remains affordable in perpetuity • The terms of the housing agreement are administered by the appropriate body • Provisions are in place to ensure lands and management of the housing would only be transferred to an appropriate body, approved by the LTD, if GLCHT ceases to exist. [Staff Report 20120416]	
COMMUNITY CONSULTATION	Two opportunities: • First at initial proposal stage • Second once amending bylaws have been given 1st reading and the housing agreement has been drafted [Staff Report 20111128]	

	ISLANDS TRUST DOCUMENTS	ISSUES FOR CONSIDERATION
ADMINISTRATION	Requirement that there be a separate body to administer: • Selection of qualified persons • Administration of compliance with lease • Administration of compliance with housing agreement [Discussions with Robert Kojima, Regional Planning Manager, Islands Trust – July 22, 2015]	Tom to provide M. Sasges with list of credentials for Community Selection Committee { <i>Meeting with Tom and Doug, May 11, 2015</i> }
	Structure for administration entity must be clearly defined and tied in specifically to the lease and housing agreement. Islands Trust would like to see it attached to the housing agreement [Discussions with Robert Kojima, Regional Planning Manager, Islands Trust – July 22, 2015]	
COMMUNAL ACCESSORY BUILDINGS	Need to be further defined in housing agreement [LTC Staff Report, July 9, 2012]	
	Proposal for guest suite in communal accessory building poses regulatory problem [LTC Staff Report, July 9, 2012]	
SUCCESSOR TO GLT	GLT can only assign project to appropriate body to be approved by the Local Trust Committee. No further leases could be granted until the LTC had approved the transferee. [Staff Report to Galiano Land Trust Committee, April 16, 2012]	This has not been addressed in the Housing Agreement
COMMUNITY INFORMATION MEETING	LTC must receive confirmation that the section 219 covenant required by the ALC has been registered [Staff Report, September 17, 2012]	Section 219 covenant apparently with ALC for review and comment [Staff Report, September 17, 2012]

	HOUSING AGREEMENT (DRAFT FEBRUARY 2015)	ISSUES FOR CONSIDERATION
PROJECT NAME	Galiano Green Affordable Housing Project	
SELECTION OF QUALIFIED PERSONS	Community Selection Committee (CSC) “with the approval of Galiano Green Homeowners’ Council” (GGHC) GLT has no authority to determine who CSC approves, but they do have authority to refuse an application for cause.	What role is the GGHC to play if the selection is to be with the approval of GGHC? What would qualify as cause? <i>Client provided instructions to amend this to provide that CSC makes the decision with input from GGHC and GLT [Meeting with Tom & Doug, May 11, 2015]</i>
ADMINISTRATION	LTC to receive statutory declarations, or may designate a member of CSC to be named as administrator to receive stat decs and report to LTC on compliance and breaches?	Why would LTC designate the administrator? This should be the obligation of the CSC.
RENTAL UNITS	Maximum Monthly Rent is defined as a rate to be agreed upon between GLT and a renter, and in any case no more than 30% of the total household income.	How does GLT intend to set rental rates for homes which GLT rents out if the home cannot be sold?
	Only Qualified Persons will occupy units	Contradicted by statements of client <i>[Meeting with Tom & Doug, May 11, 2015]</i>
	Rental agreement will include provision that tenancy may be terminated by Owner on two months’ notice if renter no longer Qualified Person	Contradicted by statements of client <i>[Meeting with Tom & Doug, May 11, 2015]</i>
	If tenant dies, then tenant’s spouse may continue to rent for the longer of balance of term or 12 months	Doesn’t address whether Spouse is Qualified Person <i>Client provided instructions to amend to only allow for balance of term [Meeting with Tom & Doug, May 11, 2015]</i>
	Rental agreements will be for no longer than six months	Contradicts provision that spouse can continue as tenant for 12 months <i>Client provided instructions to amend to allow for unlimited term on rentals, with 3 month notice period to terminate [Meeting with Tom & Doug, May 11, 2015]</i>

	HOUSING AGREEMENT (DRAFT FEBRUARY 2015)	ISSUES FOR CONSIDERATION
OPTION TO PURCHASE	Defined as the option to purchase granted by the Owner and Developer to the LTC	Developer is not defined. Is this provision supposed to be included?
	Option Purchase Price, defined as 95% of the Below Market Value.	Below Market Value does not appear to be defined. Does this provision relate to the apparent Option to Purchase? Where is Below Market Value defined? <i>Client not sure why this provision is contained in the Housing Agreement [Meeting with Tom & Doug, May 11, 2015]</i>
Review of Housing Agreement not completed. Awaiting clarification of legal relationship of parties.		

	FINANCING	ISSUES FOR CONSIDERATION
INFRASTRUCTURE FINANCING	GLT has approval in principal from CCEC to obtain mortgage loan to pay for infrastructure to installed on the Property	
INDIVIDUAL HOME-OWNERS' FINANCING	CCEC is interested in providing loans to the home-owners so long as CCEC is able to obtain appropriate security	With GLT's intention to separate home ownership from ownership of the land, there is no registrable ownership against which CCEC could register security for its financing. Counsel for CCEC is also concerned that there may be a conflict if CCEC is both the holder of the mortgage for the Property and also then the creditor to individual loans to the home-owners
SECURITY	GLT is willing to provide a fund against which a mortgagee could draw if the home-owner were in default.	How would the mortgagee be granted the right to access this fund? CCEC is in discussions with GLT right now, but any financial institution could enter into a loan agreement with any home-owner. Access to the fund needs to be broader than just CCEC
		How large should this fund be?
		Who would administer the fund?
		Would the land lease payments contribute to this fund?
FORECLOSURE	GLT wants to ensure that no foreclosure happens. GLT will always step in when a home-owner is in default [Meeting with Tom and Doug, May 11, 2015]	Contradiction with Lease document which contains provisions regarding default on mortgage

	AGRICULTURAL LAND COMMISSION	ISSUES FOR CONSIDERATION
SECTION 219 COVENANT	ALC requires a section 219 covenant to be registered against the title to the land	Responsibility for drafting and current status, unknown

Housing Agreement

GALIANO GREEN AFFORDABLE HOME OWNERSHIP PROJECT

GALIANO ISLAND Local Trust Committee

BYLAW NO. _____

A Bylaw to Authorise a Housing Agreement

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

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

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

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

1. ~~This Bylaw may be cited~~ **dated for** ~~all purposes as "Galiano Island Housing Agreement Bylaw No. _____"~~
2. ~~Any two Trustees of the Galiano Island Local Trust Committee are authorised to execute an agreement in the form attached to this Bylaw with Galiano 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 **reference** this ____th day of _____, 201__ is!

BETWEEN:

~~GALIANO LAND AND COMMUNITY HOUSING TRUST,~~ **Between the Registered owner:**

Galiano Land and Community Housing Trust, Inc., a society incorporated in British Columbia

under No. S-0037495

Suite 2A – 33 Manzanita

Galiano Island B.C. -V0N 1P0

~~(“GLCHT” “the Owner”)~~

AND

~~GALIANO ISLAND LOCAL TRUST COMMITTEE~~ **(the “Galiano Land and Community Housing Trust” is referred to in this document as the Galiano Land Trust (GLT)**

and

the “Galiano Island Local Trust Committee, a local trust committee under the Islands Trust Act of British Columbia **is referred to in this document as the “Local Trust Committee” (LTC)**

2nd Floor,

1627 Fort Street

! Victoria,

B.C. V8R 1H8

~~(the “Local Trust Committee”)~~

WHEREAS:

~~GLCHT~~ **The Galiano Land and the Community Housing Trust wishes to address an issue that affects the Galiano community and our society in Canada, which is the increased difficulty of young families to start a life, to afford to buy land and infrastructure in an economy that is hyper inflated and at the same time offering fewer opportunities for young families to find jobs with an income sufficient to pay these exorbitant costs.**

Because more than half of all houses on Galiano stand empty as result of being purchased by affluent professionals in Vancouver and Victoria for

summer cottages and that Galiano has the highest core housing need of anywhere in Canada except Inuvik in the Northwest Territories, there is a critical shortage of affordable rentals and affordable houses for sale. When houses for rent are sold, renters have little choice but to leave Galiano. This has created a demographic imbalance in our community.

The Galiano Land and Community Housing Trust also wishes to demonstrate that the creation of affordable housing in rural communities does not necessarily need the damage the environment, that ecosystems do not need to be cleared for housing, that septic systems do not need to pollute the groundwater, that water does not need to be taken from the threatened aquifer during periods of drought, but collected from the clouds, stored in tanks and returned to the forest floor and aquifer. We believe that a new consciousness of conservation is essential to our long term survival and that smaller houses, shared infrastructure, simpler designs, improved technologies, increased efficiency and lower costs are the answer.

1. GLT and Local Trust Committee wish to create a residential enclave that provides **land and infrastructure for** affordable homes **to low** to moderate income individuals and families residing on Galiano Island and in accordance with the Galiano Island Official Community Plan Bylaw No. 108, 1995 Section 1.6 Community Housing Policies;.

GLCHT2. The GLT is the registered owner of those Lands situated on Galiano Island, British Columbia and legally described as:

PARCEL IDENTIFIER: ~~001-416-987~~ **001-416-987 LOT 1, DISTRICT LOT 3, GALIANO ISLAND, COWICHAN DISTRICT, PLAN 29196 (the "Lands")**

~~LOT 1, DISTRICT LOT 3, GALIANO ISLAND, COWICHAN DISTRICT, PLAN 29196~~
~~(the "Lands")~~

a The Owner is a **not-for-profit** society under the Society Act of British Columbia and has as **one of** its ~~sole object~~ **objects** the creation of ~~cooperatively owned~~ **a land trust** and ~~managed~~ **an** affordable housing community on Galiano Island;.

GLCHTb. The name of this affordable housing community is the Galiano Green Affordable Home Ownership Project. By sharing the cost of land, infrastructure, taxes and amenities, lower income singles, couples and families can own their own home in a land trust model without the high cost of owning land.

c. All other costs of home ownership would be similar as regards to construction costs, maintenance, insurance, taxes and any other costs

associated with home ownership.

4.GOVERNANCE

a.The Local Trust Committee will supervise administration of the Housing agreement.

b.The LTC will receive the statutory declarations from both the leaseholders and owner (GLT) or designate one member of the Community Selection Committee to be named as administrator to receive statutory declarations by February 15 of each year and report to the LTC of compliance and any breaches of this agreement. See: 4 d. below.

c. The Galiano Land Trust will manage the day to day business of Galiano Green including signing lease agreements, collecting rents and monthly lease payments, paying leaseholder mortgages in arrears to the lender in cases of default, paying common land mortgage and five percent of common land taxes for each unsold leasehold.

d. The Community Selection Community (CSC), a separate and independent arm's length committee, will consider all the criteria in the Housing Agreement to determine eligibility of applicants to live at Galiano Green.

e. The selection of positions on the CSC will be advertised in a local newspaper. Five members will be chosen. Any three can form a quorum and approve applicants. At their first meeting, a vote will select a chairperson and a recording secretary. The GLT will familiarize the CSC with the criteria for applicants (schedule A), interviewing and applicant approval procedure before the first applicant is interviewed. The CSC must be satisfied that the applicant meets all the requirements of the Criteria. The applicant will usually receive the decision of the CSC within two weeks. Information may be considered from the board of the Galiano Land and Community Housing Trust who may comment on the application if requested, and information may be considered from the Homeowners Council about any concerns they may have about the application if requested.

f. Credentials for Community Selection Committee (CSC)

Resident on Galiano for at least three years.

Active in Community affairs

Interested in promoting affordable housing

Knowledgeable about affordable housing issues on Galiano

g. All complaints will be presented in writing to the Galiano Green Homeowners Council. If the Homeowners Council cannot resolve the complaint, the issue will be brought to the GLT. If the GLT cannot resolve the issue, then a mediator will be engaged. The fees of the mediator will be shared by the GLT and the homeowner.

h. All leaseholders will be voting members of the Galiano Green Homeowners Council. The Council will act as liaison between homeowners and GLT, provide input on design of communal buildings and use of common land and resources, hold monthly meetings to discuss project issues and concerns and mediate all challenges to and violations of the rules.

5. The GLT 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; land.

~~GLT~~**6. GLT intends to develop provide land, infrastructure and lease a foundation leases and allow individuals to work with a contractor or rent housing to build their own houses with help from local tradespeople.**

At present, GLT has no plans to build houses at Galiano Green. Houses will be built by leaseholders with the help of local contractors. The Society could, in the future and if funds are available from grants or other sources, consider building houses that is could be sold to qualified applicants at cost or rented until a new owner takes possession.

These houses will be permanently affordable for individuals and families earning less than 90% of the median income of Capital Electoral Area G. **GLT will lease the Lands,** by way of up to 20 leasehold **foundation lease** agreements, at an affordable rate to Qualified Persons, so that ~~Qualified Persons~~ **they** may construct homes on those leaseholds, or by way of rental of homes at an affordable rate;.

7. 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;.

~~GLT~~**8. The GLT and the Local Trust Committee wish to enter into this Agreement to provide land, infrastructure and foundation leases for** affordable homes on ~~leasehold lots on~~ the Lands on the terms and conditions set out in this Agreement;.

9. 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,

~~GLCHT~~**10. The GLT** 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.

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

12. In this Agreement:

(a) “Affordable Housing Units” means 20 single-family dwellings, each built on the basis of a ~~Leasehold or Rent~~**foundation lease** in respect of which the tenure, rental, and occupancy are restricted in accordance with sections ~~3~~**3** through ~~22~~**13** of this Agreement;

(b) “CPI” means Consumer Price Index for the Capital Region as calculated by Statistics Canada.

(c) “Income” means income from all sources as defined in Schedule A.

(d) “Leasehold” means the **foundation** lease agreement entered into between ~~GLCHT~~**GLT** and a Qualified Person on ~~GLCHT’s~~**GLT’s** standard form, ~~for use of~~ a portion of the **Common** 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-.

e) “Maximum Monthly Rent” means the ~~monthly rent~~**rate to be** agreed to by the Owner **upon between GLT** and a Qualified Person to rent a Rental Unit provided the monthly rent is not **renter, and in any case no** more than thirty percent (30%) ~~% of the total monthly income~~**household income. Any interested renter must have an income at least equivalent to the time the unit is occupied value of the persons who will occupy the Rental Unit, lease and mortgage payments, insurance and taxes for that house.**

Example 1: If a house has lease and mortgage payments, insurance and taxes of \$500, that house can be rented for \$500 to a qualified renter earning not less than \$1666.66 per month.

Example 2: If a house has lease and mortgage payments, insurance and

taxes of \$1000, that house can be rented for \$1000. to a qualified renter earning not less than \$3333.33. per month.

(f) “Moderate Income” means an annual Income that is less than 90% of the median income of the Southern Gulf Islands Electoral Area (Capital Area G) calculated from the most recent census data plus CPI.

~~“NPO” means a non-~~**(g) “NPO” means the Capital Regional District (Housing Secretariat), the Galiano Land and Community Housing Trust (GLT) or other not for** profit housing organization or person retained by the Local Trust Committee from time to time to administer the lease or rent of Affordable Housing Units;.

(h) “Permitted Encumbrances” means those charges or encumbrances listed in Schedule B or any charge or encumbrance approved in writing by the Trust Committee;.

(I) ~~“Qualified Person~~**Parson**” means a person who, **at the time of signing the lease,** meets the eligibility criteria for tenancy of a ~~or~~ Leasehold or for rental of a unit that ~~are~~**is** set out in ~~Schedule~~**schedule “A”.** **Leaseholders do not lose their eligibility as a qualified person if their income or assets increase beyond qualifying levels after their acceptance as a leaseholder. As soon as a leaseholder completes construction of the house, his assets may have already increased beyond qualifying limits.**

(j) “Rental Unit” means an Affordable Housing Unit that is rented by the Owner in accordance with the terms of this Agreement;.

~~“Stipulated Maximum~~**k. “Resale Price Cap”** means the **maximum** price agreed between GLCHT and the leaseholder at the time of the lease agreement and adjusted at the time an occupancy permit is issued, ~~adjusted~~**that a house can be sold for based on \$130. per sq ft* plus the annual increase in Consumer Price Index (CPI.**

~~GLCHT*~~**The \$130. value may be adjusted after the first 3 houses are built to more accurately reflect costs of labour and materials of a simple house.**

l. “Evaluation” The process to determine the fair price of a house for resale by estimating the cost of repairs or completing the repairs necessary and subtracting those costs from the Maximum Price Cap.

m. “Owner” means the Galiano Land Trust who is the owner of the Lands and Infrastructure.

n. “Leaseholder” means the person who signs the lease.

o. “Galiano Green Homeowners Council” means a committee of all leaseholders who meet monthly to discuss issues and report to the GLT.

13. The GLT covenants and agrees with the Local Trust Committee that, in perpetuity:

~~the~~ **(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) Two community-use buildings not exceeding 3000 sq. ft. in total, for such purposes as pump house, laundry, shower, meeting room, kitchen, tool co-op and workshop to be built as funds become available.

(b) The Lands must not be used and no permanent 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

~~GLCHT~~ **(c) the GLT** 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.

~~GLCHT~~ **d. Holiday travel trailers will not be permitted due to their insufficient insulation, lack of a proper vapour barrier and poor reputation as a healthy solution for permanent housing.**

14. The GLT 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 at the time of signing and that person's spouse, children, parents and grandparents; and

(b) the guest of such a Qualified Person.

~~GLCHT~~ **15. GLT** will obtain written confirmation from the ~~NPO~~ **Community Selection Committee (CSC)** that a prospective leaseholder is a Qualified Person before ~~GLCHT~~ **GLT** enters into an unconditional and binding lease for an Affordable Housing Unit.

~~GLCHT~~ **16. GLT** agrees that it shall not rent any dwelling to any person, or allow any person to occupy any dwelling, other than a Qualified Person and the monthly rent will not be more than the Maximum Monthly Rent at any time during the term of the residential lease. The residential tenancy agreement will include a term ~~stating it~~ **that the rental** can be terminated by the ~~Owner~~ **GLT** on two months' notice if the ~~renter~~ **spouse** no longer meets the requirements of a Qualified Renter **or if a qualified buyer has been approved to purchase the house**. If a Qualified Renter who rents a Rental Unit dies, that person's Spouse may continue to rent the Rental Unit for the longer of:

(a) the balance of the term under the residential tenancy agreement if the residential tenancy agreement has a fixed term; or

~~twelve (12)~~ **six (6)** months on the same terms, including monthly rent, set out in the residential tenancy agreement.

c. If the Spouse is a Qualified Person, she may continue her rental until a qualified buyer can be found.

Galiano Green is primarily a home ownership project which gives preference to those wishing to build or purchase their own home. GLT does not plan to build rentals, however short term rentals will be allowed on existing houses in order to maintain lease payments, revenues to pay the mortgage for land and infrastructure until a Qualified Buyer signs a lease.

18. Three Year Plan

Assuring first priority for Galiano residents. The Galiano Green Affordable Home Ownership project is intended to serve both the needs of existing Galiano residents and also attract other suitable candidates to Galiano to ensure a sustainable Island population. The following conditions will apply should there be insufficient applicants from Galiano Island to support the financial obligations of the GLT in the first 3 years.

- First preference will always be given to a qualified resident of Galiano Island.**
- There is no limit (up to max of 20) to the number of leases that can be approved in any year for Galiano residents.**
- Following rezoning the GLT Board will approve as many applications from Galiano residents as can qualify.**

This Three Year Plan approval schedule will ensure that Galiano residents who have not applied in the first year still have time to consider the benefits and make arrangements to apply to the Galiano Green Affordable Home Ownership Project in the next two years if any sites remain. This Plan will also ensure the viability of the project ,

In yearly payment the first year, as many Galiano islanders who have been resident for one year may apply. If there are less than ten Galiano Residents approved by the CSC, GLT may accept applicants from elsewhere who meet all the eligibility requirements and are approved by the CSC for the balance of the ten approvals.

- In the second year, as many Galiano islanders who have been resident for one year may apply. If there are less than five Galiano Residents approved by the CSC, GLT may accept applicants from elsewhere who meet all the eligibility requirements and are approved by the CSC for the balance of the five approvals.
- In the third year, as many Galiano islanders who have been resident for one year may apply. If there are less than five Galiano Residents approved by the CSC, GLT may accept applicants from elsewhere who meet all the eligibility requirements and are approved by the CSC for the balance of the five approvals.
- After the third year, whenever a site or house becomes available, it will always be first offered to a qualified resident of Galiano Island in the order of their application date.
- This three year plan is essential to ensure both the financial viability of the Galiano Green Affordable Home Ownership Project and at the same time guaranteeing that Galiano residents will have first priority and ample opportunity to take advantage of owning their own home on Galiano Island.

19. Monthly Mortgage payments will pay for:

- a. Mortgage and interest on the Property;
- b. road access, construction and maintenance;
- c. construction and maintenance of manufactured wetland septic system or an approved alternative;
- d. common buildings (laundry, shower, workshop);
- e. taxes, insurance, repair and maintenance of common buildings;
- f. hydro and telephone lines to nearest pole;
- g. construction and maintenance of fencing on western boundary;
- h. caretaker.

20. Leaseholder will pay for all other costs associated with home ownership including, but not limited to:

- a. all permits, plans and approvals required to build;
- b. construction costs for house;
- c. correctly sized septic tank and sewer hook-up from septic tank to wetland septic system;
- d. hook-up of hydro, cable vision, telecommunications, gas or electricity utility fees or charges..
- e. rainwater harvesting, filtration and storage system,
- f. house repair and maintenance;
- g. garbage removal;
- h. taxes on the house and 5% of taxes on the common land;

- i. landscaping;
- j. insurance.

21. Foundation Lease Monthly Payment amounts for a Leasehold in the Lands may not exceed that amount shown in attached Schedule XXX [insert table of monthly lease costs with baseline year from Feasibility Plan]. [Insert wording to allow for increases in leasehold payments not to exceed **Table 2.below except for changes in the interest rate at the time of refinancing and Consumer Price Index (CPI)** for Capital Region as calculated by Statistics Canada]. GLCHT on January first of each year.

Table 2: Proposed monthly foundation lease costs

Maximum House Size (square feet) and Proposed Monthly Lease for House Site

500	\$175
600	\$200
700	\$225
800	\$250
900	\$275
1000	\$300

22. A Leaseholders may build a smaller house on any site and add-on at a future time to the maximum allowed for that site.

23. Options to assist leaseholder at the time of purchase and resale.

a) Cosign of construction loan leading to a mortgage

A family member, friend, or someone in the community could cosign a construction loan. The lender may then provide funds for materials and labour. The funds for materials could go into an account with the local building supply with a construction discount on materials. Funds for labour could be held by the GLT accountant. When the finished house receives an occupancy permit, CCEC has agreed to give a mortgage on the completed house secured on the value of the Resale Price Cap of the new house and the value of the 99 lease registered at land title office.

24. Lease payments are intended to ultimately reimburse GLT for its initial

cost in acquiring property, providing infrastructure and to build up a fund to cover defaults and transition costs to a new leaseholder. Ultimately, lease fees could decrease once this goal is achieved, however, there will also be a need to build up a reserve fund for ongoing maintenance and replacement of infrastructure or capital improvements and defaults.

a. Assuming that these lease rates are based on a 3.5% interest rate for 5 years for Land and Infrastructure, the monthly lease rate can be adjusted at the time of refinancing if the interest rate on the mortgage for the land and infrastructure changes.

25. The GLT must not require any tenant of a Leasehold ~~leasehold~~ to pay any extra charges or fees for use of ~~any common area, or for common sanitary sewer, common storm sewer, or common water utilities, or common property taxes.~~ For clarity, this limitation does not apply to **septic tank**, cablevision, telecommunications, **coin** laundry, **coin shower**, or gas or electricity utility fees or charges.

Example of monthly cost:

Lease \$250., Mortgage \$317, Insurance \$32, 5% Taxes on Common Land \$12, Taxes on House \$35 estimated. Total \$646.

26. The OwnerGLT agrees that every residential tenancy agreement in respect of a Rental Unit will prohibit subletting and assignment to any person who is not a Qualified Renter, and will entitle the **OwnerGLT** to terminate the residential tenancy agreement in the event of any breach of that prohibition by the tenant.

27. An increase to the monthly rent for a Rental Unit payable under any residential tenancy agreement is subject to the allowable rent increase for the applicable period as prescribed under the British Columbia Residential Tenancy Act, as amended from time to time, but will not result in monthly rent that is greater than the Maximum Monthly Rent.

GLCHT28. The GLT 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).

GLCHT29. The GLT must deliver to the Local Trust Committee or the NPO a true copy of any Leasehold or Rental agreement in respect of any Affordable Housing Unit within 5 days of any request that it do so.

~~3. 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.~~

GLCHT30. The GLT will obtain by the end of January of each year, a completed ~~statutory declaration~~ **Resident Statutory Declaration** for each Leasehold, substantially in the form attached as Schedule “C”, sworn by the Qualified Person.

GLCHT31. The GLT, or a person on the CSC who has been designated to receive these declarations, will deliver to the ~~NPO~~ **Local Trust Committee, or it's designate**, by the end of February of each year a completed ~~statutory declaration~~ **Owner Statutory Declaration**, substantially in the form attached as Schedule “D”, sworn by ~~GLCHT~~ **the GLT**, in relation to each and every Leasehold. In addition, the Local Trust Committee or the ~~NPO~~ **CSC** may request the statutory declaration up to four times in any calendar year, and ~~GLCHT~~ **the GLT** must complete and supply the completed statutory declaration within 14 calendar days of receiving a request from the Local Trust Committee or the ~~NPO~~ **CSC**. **The GLT** irrevocably authorizes the Local Trust Committee **or the CSC** to make inquiries it considers necessary and reasonably in order to confirm compliance with this Agreement.

GLCHT32. GLT covenants and agrees to furnish good and efficient management of the Leaseholds and will permit representatives of the Local Trust Committee or the ~~NPO~~ **CSC** to inspect the Lands at any reasonable time, subject to the notice provisions in the Residential Tenancy Act.

GLCHT33. The GLT must not transfer the Lands, other than to another ~~non~~ **not-for-profit** organization or society incorporated under the Society Act, having as its object the management of affordable housing. The Local Trust Committee must approve any transfer prior to its finalization, and that until a new organization is found, no further leases can be granted on the Lands.

GLCHT34. The GLT 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.

GLCHT35. The GLT 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 a reasonable amount of time stated in any notice of default provided to ~~GLCHT~~ **the GLT** by the Local Trust Committee.

GLCHT36. The GLT 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.

GLCHT37. The GLT 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.

~~4. If, for reasons of hardship, the Owner or the Owner's tenant cannot comply with the requirements of this Agreement in relation to any Affordable Housing Unit or Rental Unit, the Owner or the Owner's tenant may request a temporary waiver of certain terms of this Agreement in respect of that unit. The request must be delivered to the NPO in writing (with a copy to the Local Trust Committee) and explain the nature and circumstances of the hardship involved and the reasons why the Owner or the Owner's tenant cannot comply. The Owner agrees that the Local Trust Committee is under no obligation to grant any relief and may proceed with all remedies available under this Agreement and at law and in equity, despite the Owner or the Owner's tenant's request, and the relief, if any, is to be determined by the Local Trust Committee, at its sole discretion. For the purpose of delivering the request described in this section, the address of the NPO is:~~

38. If a Qualified Person who leases ~~or rents~~ an Affordable Housing Unit dies, that person's Spouse **spouse or other permanent members of the household** may continue to lease and reside in the Affordable Housing Unit for the rest **duration** of the Spouse's life. ~~lease.~~

39. A Qualified Person may sell their leasehold interest and Affordable Housing unit provided:

a) The NPO **CSC** has provided written confirmation **to GLT** that the purchaser is a Qualified Person;

(b) The price paid for the assigned leasehold interest and improvements shall not exceed the lesser of the stipulated maximum price or **Resale Price Cap of \$130*** per square foot. **to be reviewed and adjusted after the first 3 houses have been completed and a more accurate per square foot Resale Price Cap amount can be determined.**

(c) Any leaseholder wishing to sell their leasehold interest and Affordable Housing **affordable housing** unit shall provide notice of such intent to GLCHT before listing the property **the GLT in order that the GLT can offer it for sale- to a qualified applicant.**

During a period of ~~2~~**3** months from the date of notice provided by the Leaseholder, GLCHT ~~will~~**GLT shall** have the option to purchase the leasehold interest and improvements at a price equal to the lesser of:

~~(i) the above stipulated maximum price; and~~

(i) the Resale Price Cap for a house in good condition; or

(ii) a value determined by ~~a~~the Resale Price Cap adjusted to the cost of repairs.

(iii) A qualified ~~appraiser~~evaluator will be selected and paid for by GLCHT~~GLT~~.

(d) If the leaseholder disagrees with the ~~appraisal~~evaluation they may hire, at their expense, a second ~~appraiser~~evaluator to get another valuation in which case the Option price shall be the average of the two ~~appraisals~~valuations.

40. Development Approvals Required

GLT agrees to comply with all development approvals required for the Galiano Green Affordable Home Ownership Project.

GENERAL PROVISIONS

41. Term. -This Agreement shall be effective in perpetuity.

42. Subdivision.- The Lands shall not be subdivided by subdivision plan, strata plan, or otherwise unless done so for community benefit as determined mutually by ~~GLCHT~~the GLT 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~~.

43. Housing Agreement. ~~GLCHT~~The GLT 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.

44. Assignment. ~~GLCHT~~The GLT 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 ~~GLCHT~~the GLT.

45. Indemnity. ~~GLCHT~~The GLT 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 ~~GLCHT~~the GLT or its officers, directors, employees, agents or contractors or any other person for whom ~~GLCHT~~the GLT is at law responsible, including breaches of this Agreement.

46. Release. ~~GLCHT~~The GLT 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~~**GLT** of its obligations under this Agreement, or the enforcement of this Agreement.

47. Survival. The obligations of ~~GLCHT~~**the GLT** set out in sections ~~27~~**2720** and ~~28~~**2821** shall survive any termination of this Agreement.

48. 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 ~~GLCHT~~**the GLT** from complying with any enactment.

49. 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 ~~GLCHT~~**the GLT** 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.

50. 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 ~~GLCHT~~**the GLT** 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.

51. Enuring Effect.- This Agreement is binding upon, and enures to the benefit of parties and their respective successors and permitted assigns.

52. 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.

53. 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.

54. 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.

55. Further Assurance. ~~GLCHT~~**The GLT** 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.

56. Covenants Binding. This Agreement is binding on ~~GLCHT~~**the GLT** and all persons who acquire an interest in the Lands.

57. No Joint Venture.- Nothing in this Agreement will constitute the Local Trust Committee as the joint venturer, agent or partner of ~~GLCHT~~**the GLT** or give ~~GLCHT~~**the GLT** any authority to bind the Local Trust Committee in any way.

58. Deed and Contract. By executing and delivering this Agreement ~~GLCHT~~**the GLT** intends to create a contract executed and delivered under seal.

59. Time of Essence. Time shall be of the essence of this Agreement.

60. The terms of this Hosing Agreement may be reviewed when necessary to reevaluate its effectiveness in meeting needs of the Galiano Land and Community Housing Trust or the residents of Galiano Green.

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:~~

- ~~1. A person who provides satisfactory evidence to the Local Trust Committee, the NPO, or its designate that:~~
 - ~~(a) the household which resides or intends to reside in the Affordable Housing Unit has a Moderate Income;~~
 - ~~(b) the person is employed or self-employed or will be employed or self-employed for not less than twenty (20) hours per week within the Galiano Island Local Trust Area;~~
 - ~~(c) if not currently employed, the person has accepted an offer of employment that will commence in the next six (6) months;~~
 - ~~(d) the person will make the Affordable Housing Unit their principal residence;~~
 - ~~(e) the person does not own any other property anywhere in the world unless exempted by the Local Trust Committee on a permanent, temporary or conditional basis; and~~
 - ~~(f) The person does not have assets in excess of \$100,000.00 anywhere in the world at the time of application;~~
- ~~2. Retired Person Criteria. A person who provides satisfactory evidence to the Local Trust Committee or its designate that:~~
 - ~~(a) the household which resides or intends to reside in the Affordable Housing Unit has a Moderate Income;~~
 - ~~(b) the person is over the age of sixty-five (65) years;~~
 - ~~(c) the person worked, on average for the five (5) year period before they retired, of not less than twenty (20) hours per week within the Galiano Island Local Trust Area, or alternately was disabled and unable to work but resided within the Galiano Island Local Trust Area for the five (5) year period before they retired;~~
 - ~~(d) the person will make the Affordable Housing Unit their principal residence; and~~

- ~~(e) — the person does not own any other property anywhere in the world unless exempted by the Local Trust Committee on a permanent, temporary or conditional basis.~~
- ~~(f) — The person does not have assets in excess of \$100,000.00 anywhere in the world at the time of application;~~
- 3. ~~Calculating a Person's Income. For the purpose of this Agreement, "Income" means the total income before tax from all sources of all persons residing or intending to reside in the Affordable Housing Unit including, without limitation:~~
 - ~~(a) — all income from earnings, including commission and tips;~~
 - ~~(b) — all income from all public and private pension plans, old age security and guaranteed income supplement;~~
 - ~~(c) — all income received under the British Columbia *Employment and Assistance Act* and the British Columbia *Employment and Assistance for Persons with Disabilities Act*;~~
 - ~~(d) — disabled veteran's allowance;~~
 - ~~(e) — alimony;~~
 - ~~(f) — child support;~~
 - ~~(g) — workers' compensation benefits;~~
 - ~~(h) — employment insurance;~~
 - ~~(i) — Income from Assets; or~~
 - ~~(j) — such other sources of income as the Local Trust Committee may designate from time to time;~~

~~but excluding the following:~~

 - ~~(k) — child tax benefits;~~
 - ~~(l) — capital gains, such as insurance settlement, inheritances, disability awards and sale of effects in the year they are received;~~
 - ~~(m) — the earnings of a person aged 18 years or under;~~
 - ~~(n) — student loans, student loan equalization payments and student grants but excluding non-repayable training allowances, research fellowships or similar grants;~~

- ~~(o) — shelter aid for elderly renters (SAFER) or rental assistance program (RAP) payments received prior to purchasing an Affordable Housing Unit;~~
 - ~~(p) — GST rebates;~~
 - ~~(q) — taxable benefits received through employment;~~
 - ~~(r) — government provided daycare allowance;~~
 - ~~(s) — payments for foster children, or child in home of relative (CIHR) income under the British Columbia *Employment and Assistance Act*; or~~
 - ~~(t) — such other sources of income as the Local Trust Committee or its designate may designate from time to time.~~
4. ~~Income from Assets. With respect to Section 3 of this Schedule A, “Income from Assets” means computing income from assets of all persons intending to live in the Affordable Housing Unit but excluding the first ten thousand dollars (\$10,000) of income from assets earned by such person or such other greater dollar figure as the Local Trust Committee or its designate may specify from time to time.~~
5. ~~A person must provide to the NPO 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;~~

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 Leaseholder 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 _____ Signature of person making
declaration
British Columbia

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")

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

11. ~~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").~~

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

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

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

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

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

Rental Units are rented in compliance with the Housing Agreement.

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

17. ~~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.~~

18. ~~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 _____ Signature of person making
declaration
British Columbia

Unit Number Names of Occupants Monthly payment amount

1

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

~~{Constitution of GLCHT}~~

~~Schedule E~~

**DRAFT FOUNDATION LEASE NOV
11,2015**

SCHEDULE “A”

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

BETWEEN:

—**GALIANO ISLAND LAND AND COMMUNITY HOUSING
TRUST (INC. S-0037495)**

—**(hereinafter “GLT” Galiano Land Trust)**

Suite 2A – 33 Manzanita
—— Galiano Island, British Columbia
—V0N 1P0

(hereinafter the “**Landlord**”)

AND:

(hereinafter the

“**Tenant Leaseholder**”)

Whereas

The name of this affordable housing community is the Galiano Green Affordable Home Ownership Project. By sharing the cost of land, infrastructure, taxes and amenities, lower income singles, couples and families can afford to own their own home in a land trust model without the high costs of owning land.

The Galiano Land and Community Housing Trust wishes to address an issue that affects the Galiano community and our society in Canada, which is the increasingly difficult ability of young families to start a life, to afford to buy land and infrastructure in an economy that is hyper inflated and at the same time offering fewer opportunities for young families to find jobs with an income sufficient to pay these excessive costs.

The Galiano Land and Community Housing Trust also wishes to demonstrate that the creation of affordable housing in rural communities does not necessarily need to damage the environment, that ecosystems do not need to be cleared for housing, that septic systems do not need to pollute the groundwater, that water does not need to be taken from the threatened aquifer during periods of drought, but collected from the clouds, stored in tanks and returned to the forest floor and the aquifer. We

believe that a new consciousness of conservation is essential to our long term survival and that smaller houses, shared infrastructure, simpler designs, improved technologies, increased efficiency and lower costs are the answer.

GLT and Local Trust Committee wish to create a residential enclave that provides land and infrastructure for affordable homes to low to moderate income individuals and families residing on Galiano Island and in accordance with the Galiano Island Official Community Plan Bylaw No. 108, 1995 Section 1.6 Community Housing Policies.

NOW THIS LEASE WITNESSES that in consideration of the Rent **Foundation lease Monthly Payments**, covenants and agreements to be paid, observed and performed by the Tenant, the Landlord **Leaseholder, GLT** leases to the Tenant **Leaseholder** and the Tenant **Leaseholder** leases from the Landlord the Lands **GLT a Foundation Lease** upon the terms and conditions and subject to the provisos contained in this Lease.

~~ARTICLE~~ **ARTICLE 1**

INTERPRETATION

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 ~~the Landlord~~ **GLT** and the Galiano Island Local Trust Committee dated for reference the ____ day of _____, 2012**2015** and filed in the Victoria Land Title Office on the ____ day of _____, 2012**2015** under registration number _____ and annexed hereto as Schedule-“A”;;

. (c)— **“Foundation Lease Monthly Payments” means the basic payment provided for in the Lease as specified in Article 2 of this Lease;**

(d) “Foundation Lease” means a site lease on common land to erect a single family residence or common building for use of residents.

(e) "Mortgage by the Tenant Leaseholder" means any instrument evidencing a loan or loans to the ~~Tenant~~ **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 ~~Tenant~~ **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) — (f) "Premises" means Site
located on the Property ~~including any~~
~~improvements constructed on the Premises pursuant to this Lease;~~;

(e) — (g) "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) — (h) "Qualified Person" means a person
who meets the eligibility criteria for tenancy of the
Premises **at the time of application** and more
particularly defined in the Housing Agreement; ~~and~~

(g) — (i) "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
~~Tenant~~ **Leaseholder** pursuant to the terms hereof and
includes all amounts the ~~Tenant~~ **Leaseholder** is obligated
to pay under clause 3.01.;

**(j) "Resale Price Cap" means that the maximum
price of the house, including additions and
improvements, will be restricted to \$130. per sq ft*
plus an allowance for inflation (CPI);**

***The \$130. value may be adjusted after the first 3
houses are built to more accurately reflect costs
of labour and materials of a modest house.**

(k) "99 Year Lease" means that the lease will be in

force for 99 years at the time of signing for the leaseholder and his spouse or until the house is sold. At the time of resale, a new 99 year lease will be issued to the new leaseholder.

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 ~~and the Table of Contents, if any,~~ are inserted for convenience of reference only and shall not affect the construction or interpretation of this Lease.

~~ARTICLE~~ **ARTICLE 2**

~~TERM AND RENT~~

TERM AND FOUNDATION LEASE MONTHLY PAYMENTS

2.01— ~~The Landlord~~ **GLT** does hereby demise and Lease unto the ~~Tenant~~ **Leaseholder** and the ~~Tenant~~ **Leaseholder** does hereby take on Lease from ~~the Landlord~~ **GLT** 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”). **A new 99 year lease will be provided each time a new applicant signs a lease.**

2.03—— Yielding and paying therefor during the term ~~the~~
~~sum~~ **Foundation Lease 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.

Limits to Monthly Lease Payments

2.04——~~Rent-~~ **Except for CPI and changes to GLT'S**
mortgage interest rate on the property at the time
refinancing, the monthly payment amounts for a
Leasehold in the Lands may not exceed that amount
shown in table 2. Below

Table 2: Monthly Foundation Lease Costs

Maximum House Size (square feet) and Monthly Lease for House Site		Proposed
500 sq ft	\$175	
600 sq ft	\$200	
700 sq ft	\$225	
800 sq ft	\$250	
900 sq ft	\$275	
1000 sq ft	\$300	

2.05 A Leaseholders may build a smaller house on any site
and add-on to the square footage of the house in the
future to the maximum allowed for that site. A maximum
200 sq ft open, covered deck, not calculated in the square
footage of the house, is permitted.

2.06 Foundation Lease Monthly Payments are intended to

ultimately reimburse GLT for its initial cost in acquiring property, providing infrastructure and to build up a fund to cover defaults and transition costs such as repair and maintenance to a new leaseholder. Ultimately, lease fees could decrease once this goal is achieved, however, there will also be an need to build up a reserve fund for ongoing maintenance, replacement of infrastructure or capital improvements to Galiano Green.

2.07 The ~~Tenant~~ **Leaseholder** will during the Term hereof pay unto ~~the Landlord the rent~~ **GLT the Leasehold Monthly Payments** and additional ~~rent~~ **payments** hereby reserved at the address of ~~the Landlord~~ **GLT** as provided in Article 22, or at such other place as ~~the Landlord~~ **GLT** shall designate in writing, without any deduction, abatement, or set off whatsoever.

~~ARTICLE~~ **ARTICLE 3**

~~TAXES AND IMPOSITIONS~~

TAXES AND IMPOSITIONS

3.01— The ~~Tenant~~ **Leaseholder** will, during the term hereof, pay and discharge as additional ~~rent~~ **payments** when due:

(a)— all realty taxes, assessments (including assessments for benefits from public works and utilities, whether owned by ~~the Landlord~~ **GLT** 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, gas, light, heat, telephone, cablevision, electricity, power, garbage disposal from the site designated by the Landlord and any other utility and/or communication services rendered or used on or about the Premises and which are supplied to the Tenant by the Landlord;~~

(e)—— any tax, assessment, rate or charge that may be levied or charged on the ~~rent~~ **Leasehold 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— BENEFITS OF SHARING COSTS IN A LAND TRUST.

a. Galiano Land Trust will pay for:

mortgage and interest on the Property;

road access, construction and maintenance;

construction and maintenance of manufactured

wetland septic system or approved alternative;

common buildings as revenues allow;

**taxes, insurance, repair and maintenance of common
buildings;**

hydro and telephone lines to nearest pole;

construction and maintenance of fencing on western

boundary;

Manager, bookkeeper and caretaker, if needed

b. Leaseholder will pay for all other costs associated with home ownership, including but not limited to:

all permits, plans and approvals required to build;

construction costs for house;

correctly sized septic tank and sewer hook-up from septic tank to wetland septic system;

hook-up of hydro, cable vision, telecommunications, gas or electricity utility fees or charges..

rainwater harvesting, filtration and storage system, coin laundry and coin shower.

house repair and maintenance;

collect and dispose of all garbage from the Premises to a site designated by GLT.

taxes on the house and 5% of taxes on the common land;

landscaping; and

insurance.

3.03 The ~~Tenant~~ **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 ~~Tenant~~ **Leaseholder** shall have furnished such security as may be required in the proceedings or reasonably requested by the ~~Landlord~~ **GLT**; and
- (d)— the ~~Landlord~~ **GLT** will not be in danger of any civil or criminal liability for failure to pay such tax or other charge.
- (e). The ~~Tenant~~ **Leaseholder** will pay, and save the ~~Landlord~~ **GLT** harmless against all losses, judgements, decrees and costs, including all reasonable legal fees and costs on a solicitor and client basis of the ~~Landlord's~~ **GLT's** Solicitors incurred in connection with any such contest and will promptly after the termination of such contest pay and discharge as additional ~~rent~~ **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 **04** Upon the termination of this Lease for any cause whatsoever, the ~~Tenant~~ **Leaseholder** shall pay to the

~~Landlord~~ **GLT** the pro rata amount of any tax or other charge which the ~~Tenant~~ **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 ~~Tenant~~ **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—**05** The ~~Tenant~~ **Leaseholder** hereby grants access to such parts of the Premises as the ~~Landlord~~ **GLT** 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 the ~~Landlord~~ **GLT** for such utilities.—The ~~Landlord~~ **GLT** may, at its option, require the ~~Tenant~~ **Leaseholder** to enter into a plan of authorized prepayment (including electronic debiting) with respect to the same.

~~ARTICLE~~ **ARTICLE 4**

~~COMPLIANCE WITH LAW~~

COMPLIANCE WITH LAW

4.01— During the Term hereof the ~~Tenant~~ **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, bureaus 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.

4.02 In addition, but without limiting the generality of the foregoing, the ~~Tenant~~ **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; **including the CRD requirements to complete the house as per the building permit.**
- (b)— . **(b) GLT 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;
- ~~the Landlord's~~ . **(d) GLT's** Architectural and Planning Guidelines or the Design Guidelines and Development Regulations in effect at the time the ~~Tenant's~~ **Leaseholder's** final plan review is completed by ~~the Landlord;~~ **GLT,** and
- (a)— ~~the Housing Agreement.~~
- (e) the leaseholder must start construction within two years of signing the lease, and**

4.0203 The ~~Tenant~~ **Leaseholder**, after notice to ~~the Landlord~~ **GLT**, may by appropriate proceedings conducted promptly at the ~~Tenant's~~ **Leaseholder's** own expense, in the ~~Tenant's~~ **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 ~~the Landlord~~; **GLT**;
- (b)— neither the Premises nor any part thereof or interest therein will be in danger of forfeiture or sale;
- . (c)— the ~~Tenant~~ **Leaseholder** shall diligently prosecute such contest to a final determination by a court, department or governmental authority or body having jurisdiction;
- . (d)— the ~~Tenant~~ **Leaseholder** shall furnish the ~~Landlord~~ **GLT** with such security by bond or otherwise, as the ~~Landlord~~ **GLT** may reasonably request in connection with such contest, and
- . (e)— the ~~Tenant~~ **Leaseholder** pays all reasonable costs and expenses of the ~~Landlord~~ **GLT** including reasonable legal fees and costs on a solicitor and client basis of the ~~Landlord's~~ **GLT's** Solicitor.

4.03—The ~~Tenant~~ **Leaseholder** shall, during the Term of this Lease, maintain and keep in force such ~~Workers'~~ **Workers** Compensation insurance as may be necessary to fully protect the ~~Landlord~~ **GLT** and the ~~Tenant~~ **Leaseholder** from any liability under the ~~Workers'~~ **Workers'** Compensation laws of British Columbia.

4.04**05** The ~~Tenant~~ **Leaseholder** agrees, during the term of this

Lease, to maintain a **voting** membership in good standing in **the Galiano Green Homeowners Council. The leaseholders also agrees to maintain a non-voting membership in good standing of the** 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—~~06~~ The ~~Tenant~~ **Leaseholder** agrees to pay as additional ~~rent~~ **payments**, all costs, assessments and dues allocated to the ~~Tenant~~ **Leaseholder** by the Landlord **GLT** from time to time.

~~ARTICLE~~ **ARTICLE 5**

~~INSPECTION~~

INSPECTION

.5.01— Upon reasonable notice to the ~~Tenant~~ **Leaseholder**, it shall be lawful for the Landlord **GLT**, its employees or agents during normal business hours during the Term hereof, to enter the ~~Property~~ **premises** for the purpose of inspection.

.5.02— Notwithstanding the foregoing or anything to the contrary contained in this Lease, it shall be lawful for the Landlord and the owner of the Property, **GLT** or their respective employees, agents and contractors, in their sole discretion, to enter upon the ~~Property~~ **premises** 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 the Landlord **GLT** to be a hazard, without interference from

or interruption by the ~~Tenant~~ **Leaseholder**, its employees, agents, or representatives, or any ~~Tenants. The Landlord~~ **tenants. GLT**, 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 **5.03 GLT prohibits any homeowner from cutting or removing any trees without the express permission of GLT**

ARTICLE 6

BUILDERS LIENS

BUILDERS LIENS

6.01— The ~~Tenant~~ **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 ~~the Landlord~~ **GLT** or the ~~Tenant~~ **Leaseholder** therein. -If any such lien shall at any time be filed or recorded, the ~~Tenant~~ **Leaseholder** shall immediately obtain a release in registerable form of such lien. -Provided however that if the ~~Tenant~~ **Leaseholder** wishes to contest in good faith the amount or validity of any such lien and if he has so notified ~~the Landlord~~ **GLT** and deposited with ~~the Landlord~~ **GLT** evidence of security sufficient to ensure payment of any such lien, then the ~~Tenant~~ **Leaseholder** may defer payment of such lien claim for a period of time sufficient to enable the ~~Tenant~~ **Leaseholder** to contest the claim with due diligence, provided always that neither the Premises nor the interest of ~~the Landlord~~ **GLT** Or ~~Tenant~~ **Leaseholder** therein shall thereby become liable to the forfeiture, foreclosure or sale. ~~The Landlord~~ **GLT** may, but shall not be obliged to, discharge any lien filed or registered at any time if

in the Landlord's **GLT's** judgment the Premises or the interest of the Landlord **GLT** or Tenant **Leaseholder** therein has become liable to any forfeiture, foreclosure or sale or is otherwise in jeopardy, and any amount paid by the Landlord **GLT** in so doing, together with all reasonable costs and expenses of the Landlord **GLT**, shall be repaid to the Landlord **GLT** as additional rent **payments** on demand, including all reasonable legal fees and costs on a Solicitor and Client basis of the Landlord's **GLT's** Solicitors.

~~ARTICLE~~ **ARTICLE 7**

~~IMPROVEMENTS AND ALTERATIONS~~

~~7.01 The Tenant~~ **IMPROVEMENTS AND ALTERATIONS**

7.01 House Design and Construction Options

- (a) Have a house built entirely by a local contractor;**
- (b) Purchase a CSA-approved building that has been pre-fabricated off-site;**
- (c) Have the house built by a contractor to “lock up” stage and finish it themselves; or**
- (d) Build the residence themselves if skilled in construction.**
- (e) Leaseholders may use their own plans, rather than any provided by GLT. All house plans must be pre-approved by GLT prior to construction.**
- (f) The buildings will be designed in a simple but attractive style. A few designs have been developed by a local architect and these would be made available to homeowners at little or no cost. A set of building design guidelines would accompany these**

designs that would provide direction for material choice, finishing and green building. The Leaseholder agrees that GLT has entered into this Foundation Lease on the condition that construction on the Property will be limited to one private single-family residence.

.

7.02 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 ~~By-Laws~~ **GLT By-Laws, GLT 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 ~~the Landlord~~. **GLT**. In addition the ~~Tenant~~ **Leaseholder** will at the ~~Tenant's~~ **Leaseholder's** sole cost and expense keep ~~the Landlord~~ **GLT** indemnified by insurance in amounts and with companies satisfactory to ~~the Landlord~~ **GLT** against all claims arising out of such construction.

~~7.02 The Tenant agrees that the Landlord has entered into this Lease on the condition that construction on the Property will be limited to one private residence.~~

~~ARTICLE 8~~ **GARBAGE DISPOSAL**

~~8.01 The Tenant at his own cost and expense will collect and dispose of all garbage from the Premises to a site designated by the Landlord.~~

~~ARTICLE~~ **ARTICLE 8**

REMEDIES

8.01 The remedies of GLT specified in this Lease are cumulative and are in addition to any remedies of GLT at law or in equity. No remedy shall be deemed to be exclusive, and GLT 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 GLT 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 9

INSURANCE

INSURANCE

9.01— The ~~Tenant~~**Leaseholder** covenants and agrees to take out and maintain during the term of this Lease and any renewal thereof, general liability insurance, insuring both ~~the Landlord~~**GLT** and the ~~Tenant~~**Leaseholder** against liability claims arising out of the ~~Tenant's~~**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 ~~the Landlord~~**GLT** and will name ~~the Landlord~~**GLT** as an insured party. -The ~~Tenant~~**Leaseholder** will obtain from the insurers undertakings to notify ~~the Landlord~~**GLT** in writing at least thirty (30) days prior to any material change or cancellation of the insurance required hereunder.

9.03— If the ~~Tenant's~~**Leaseholder's** interest in any building or

erection **structure** on the Property is mortgaged, then such mortgagee shall be added as a named insured as its interest appears.

9.04—— The ~~Tenant~~ **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 ~~the Landlord~~ **GLT** with evidence satisfactory to ~~the Landlord~~ **GLT** 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 ~~Tenant~~ **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 ~~Tenant~~ **Leaseholder** hereunder and the ~~Tenant~~ **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 ~~the Landlord~~ **GLT** shall be willing to write and/or continue such insurance.

9.06—— If at any time the ~~Tenant~~ **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 ~~the Landlord~~ **GLT** may, but shall not be obligated to do so, and without notice to or demand upon the ~~Tenant~~ **Leaseholder** and without waiving or releasing the ~~Tenant~~ **Leaseholder** from any obligations of the ~~Tenant~~ **Leaseholder** in this Lease contained, effect any such insurance coverage and pay all premiums thereon, in such manner and to such extent as ~~the Landlord~~ **GLT** 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 Tenant **Leaseholder** agrees that all sums so disbursed by the Landlord **GLT** shall be payable by the Tenant **Leaseholder** to the Landlord **GLT** on demand and may at the election of the Landlord **GLT**, be deemed additional rent **payments** and be payable hereunder as additional rent **payments**.

ARTICLE

ARTICLE 10

INDEMNITY

INDEMNITY

10.01— The Tenant **Leaseholder** shall indemnify and save harmless the Landlord **GLT**, 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 the Landlord **GLT**, its directors, officers, agents, or employees arising out of the use of the Premises or the operations of the Tenant **Leaseholder** or its agents, employees, contractors, invitees, permittees, or further Tenants **tenants**, and such indemnity shall extend to all costs, reasonable legal fees, expenses and liabilities which the Landlord **GLT** may incur with respect to any such claim.

10.02— The Tenant **Leaseholder**, for itself and its successors, hereby releases and absolutely discharges the Landlord **GLT**, its directors, officers, employees, and agents from any and all responsibility and liability of the Landlord **GLT**, 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 the Landlord **GLT**, in respect of any and all loss,

damage, personal injury or death suffered by or happening to the Tenant **Leaseholder**, its employees, agents, contractors, sub-contractors, or licensees, or any one or more of them, arising out of or attributable to the Landlord's **GLT's** interest hereunder or its activities or operations hereunder.

~~ARTICLE~~ **ARTICLE 11**

~~SUB-LEASES~~

SUB-LEASES

11.01— In the course of the development of the Premises, it may be the intention of the Tenant **Leaseholder** and it is hereby authorized to ~~further lease or assign~~ **sublet** the whole of this Lease for residential purposes provided the ~~sub-tenant~~ **person applying to sublet** is a Qualified Person to be determined by the Landlord **CSC**, acting reasonably. **-Such sub lease is limited to a six month duration renewable for a further six months sub lease at the absolute discretion of the GLT.**

11.02— The Tenant **maximum amount of the sub lease is determined by the equivalent of the monthly mortgage payment, insurance, and taxes plus the monthly lease payment. Each month, the foundation lease payment will be remitted to the GLT and the equivalent of the mortgage, insurance and taxes will be remitted to the leaseholder.**

11.03 The Leaseholder agrees to submit ~~the form of Lease or Assignment which the Tenant intends to use to the Landlord for the Landlord's~~ **a request to sublet to GLT for GLT's** approval, which approval will not be unreasonably withheld, ~~prior to the execution of the Lease or Assignment by either party to the Lease.~~ **and agrees to pay GLT's legal fees incurred in the process of reviewing the**

qualifications of the person desiring to sublet. Sub leases can be reviewed at any time at the discretion of GLT. A processing fee will be charged to cover any costs and/or legal fees for processing the application.

~~ARTICLE~~ **11.04 The Leaseholder has the right to sublet his house to any qualified applicant approved by the CSC.**

ARTICLE 12

~~MORTGAGE CONTINGENCY AND SUBORDINATION~~

MORTGAGE CONTINGENCY AND SUBORDINATION

12.01— The ~~Tenant~~ **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.

(a) GLTs and CCEC's goal is to avoid default. However, in the case of default, CCEC agrees to sell only to a qualified buyer who meets all the Criteria for Applicants and has been approved in writing by the Community Selection Committee.

(b) Leasehold Monthly Payments in arrears. When a leaseholder notifies GLT that it cannot meet lease and / or mortgage payments, GLT will notify the mortgagee. GLT may then enter into an agreement with the mortgagee to continue the mortgage payments of the leaseholder until a new leaseholder is found. If a qualified leaseholder is not available, GLT will rent the house in the interim until GLT finds a qualified buyer.

(c) GLT does not intend to operate rental housing

except as an interim measure to maintain revenues until the house is purchased by a qualified applicant.

(d) GLT will maintain a contingency fund at CCEC or another lender to cover payments in arrears until a qualified renter or buyer is approved.

12.02—**03** If at the time of the occurrence of an Event of Default the Premises are subject to a mortgage by the ~~Tenant~~**Leaseholder** and if the Mortgagee of the ~~Tenant~~**Leaseholder** under such mortgage has theretofore given written notice of such mortgage to ~~the Landlord~~**GLT** together with an address for service, then before terminating this Lease, ~~the Landlord~~**GLT** shall give notice in writing (hereinafter referred to as a "Default Notice") to each such Mortgagee of the ~~Tenant~~**Leaseholder** of the existence of an Event of Default and specifying the nature thereof. -At any time that ~~the Landlord~~**GLT** shall serve any Notice of Default the Mortgagee of the ~~Tenant~~**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 ~~the Landlord~~**GLT**, and ~~the Landlord~~**GLT** shall accept such performance by or at the instigation of such Mortgagee of the ~~Tenant~~**Leaseholder** as if the same had been performed by the ~~Tenant~~**Leaseholder**.

12.03— **12.04 Default Criteria for assuming mortgage payments.** If this Lease is terminated or cancelled by reason of an Event of Default, as specified in Article 13 or otherwise, ~~the Landlord~~**GLT** shall have the option of either:

(a)— assuming all of the ~~Tenant's~~**Leaseholder's** obligations to the Mortgagee of the ~~Tenant~~**Leaseholder**, including the ~~Tenant's~~**Leaseholder's** covenant to pay all amounts due under such mortgage of the ~~Tenant~~**Leaseholder**, and

enter into possession of the Premises; ~~or.~~

(b) ~~within~~ **Within** ten (10) days of such termination or cancellation giving notice thereof in writing by registered mail to any Mortgagee of the ~~Tenant~~ **Leaseholder** who shall have notified the ~~Landlord~~ **GLT** of its name and address.

12.04 ~~05~~ If the ~~Landlord~~ **GLT** elects to exercise its option under Article 12.03 ~~04~~ (b) hereof, then the Mortgagee of the ~~Tenant~~ **Leaseholder** shall have the right, exercisable by notice in writing mailed by registered mail to the ~~Landlord~~ **GLT** within thirty (30) days after the mailing of the notice by the ~~Landlord~~ **GLT** pursuant to Article 12.03 (b) hereof, to take over the Premises and in such case the ~~Landlord~~ **GLT** will enter into a new Lease of the Premises with such Mortgagee of the ~~Tenant~~ **Leaseholder**, or its nominee, for the remainder of the Term hereof, effective as of the time of such termination, at the ~~rent~~ **Leasehold 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 ~~Tenant~~ **Leaseholder** that:

(a) — the Mortgagee's notice to the ~~Landlord~~ **GLT** under this Article 12.04 shall be accompanied by payment to the ~~Landlord~~ **GLT** of all sums then due to the ~~Landlord~~ **GLT** under this Lease together with the reasonable expenses, legal fees and costs on a solicitor and client basis of the ~~Landlord's~~ **GLT's** solicitors in connection with any and all of the foregoing and in connection with such new

Lease; and

(b)— such Mortgagee of the ~~Tenant~~ **Leaseholder** shall pay to ~~the Landlord~~ **GLT** 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) — **(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 ~~Tenant~~ **Leaseholder**, the said Mortgagee of the ~~Tenant~~ **Leaseholder** shall immediately upon taking possession of the Premises, commence and diligently prosecute the curing and remedying of such default and pay to ~~the Landlord~~ **GLT** all expenses including all reasonable legal fees and costs on a solicitor and client basis of ~~the Landlord's~~ **GLT's** Solicitors incurred by ~~the Landlord~~ **GLT** by reason of such default and in connection with the preparation and execution of such new Lease.

(e) If ~~the Landlord~~ **GLT** has re-entered the Premises prior to the date on which the new Lease is executed and delivered and has collected ~~rents~~ **Leasehold monthly payments** from any sublessee in occupancy, there shall be deducted from any sums due to ~~the Landlord~~ **GLT** upon the execution and delivery of the new Lease, an amount equal to the net income, if any, actually collected by ~~the Landlord~~ **GLT** 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 the Landlord's **GLT's** occupancy, the Mortgagee of the Tenant **Leaseholder** shall pay the Landlord **GLT** the amount of any such deficiency.

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

g) It is expressly understood and agreed that the Mortgagee of the Tenant **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 Tenant **Leaseholder** provided the same are capable of being cured or remedied by the Mortgagee of the Tenant **Leaseholder**.

12.05—**06** There shall be no agreement between the Landlord **GLT** and the Tenant **Leaseholder** for the cancellation, surrender, acceptance of surrender or modification of this Lease without the prior written notification of any Mortgagee of the Tenant **Leaseholder** affected thereby, PROVIDED that such Mortgagee has notified the Landlord **GLT** of his interest as Mortgagee.

12.06—~~07~~ Upon request of the ~~Tenant~~ ~~the Landlord~~ **Leaseholder** **GLT** shall execute, acknowledge and deliver to each Mortgagee of the ~~Tenant~~ **Leaseholder**, an agreement prepared at the sole cost and expense of the ~~Tenant~~ **Leaseholder**, in form satisfactory to such Mortgagee of the ~~Tenant~~ **Leaseholder** entered into between **GLT**, the ~~Landlord~~, the ~~Tenant~~ **Leaseholder** and such Mortgagee of the ~~Tenant~~ **Leaseholder** confirming to such Mortgagee of the ~~Tenant~~ **Leaseholder** the agreements and provisions contained in this Article 12.

12.07—~~The Landlord~~ **08 GLT** 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 **12.09 The Leaseholder grants title restrictions to the GLT in the form of a Right of First Refusal (RFR) and Option to Purchase (OP) on the homes, to ensure Homeowners compliance to occupancy and resale conditions.**

12.10 The price paid for the assigned leasehold interest and improvements shall not exceed the Resale Price Cap of \$130 per square foot to be reviewed after the first 3 houses have been completed to determine a more accurate per square foot Resale Price Cap amount.

(a) Any leaseholder wishing to sell their housing unit shall provide notice of such intent to the GLT in order that the GLT can notify qualified applicants. During a period of 3 months from the date of notice provided by the Leaseholder, GLT shall have the option to purchase the house and improvements at a price equal to the lesser of;

(i) the Resale Price Cap; or

(ii) a value determined by a qualified evaluator selected and paid for by GLT.

(b) If the leaseholder disagrees with the evaluation they may hire, at their expense, a second evaluator to get another valuation in which case the Option price shall be the average of the two valuations.

ARTICLE 13

DEFAULT

DEFAULT

13.01—— If and whenever:

(a)— the ~~Tenant~~ **Leaseholder** shall default in the payment of ~~rent~~ **Leasehold Monthly Payments** or of any other sum required to be paid to the ~~Landlord~~ **GLT** by any provision of this Lease, and such default shall continue for sixty (60) days after notice thereof given by the ~~Landlord~~ **GLT** to the ~~Tenant~~ **Leaseholder**; or

(b)— the ~~Tenant~~ **Leaseholder** shall default in the performance or observance of any of the other agreements, terms, covenants or conditions hereof on the ~~Tenant's~~ **Leaseholder's** part to be performed or observed and such default shall continue for a period of sixty (60) days after notice thereof by the ~~Landlord~~ **GLT** to the ~~Tenant~~ **Leaseholder** or, if such default cannot reasonably be cured within such sixty (60) day period, the ~~Tenant~~ **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 ~~Tenant~~ **Leaseholder** declares itself to be insolvent or admits in writing its inability to pay its debts generally as they become due or makes an 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~~ **Companies'** Creditor's Arrangement Act or similar legislation in any jurisdiction; or
- _____
- . (d)– if the ~~Tenant~~ **Leaseholder** grants a mortgage of the Premises to a Mortgagee of the ~~Tenant~~ **Leaseholder** and the ~~Tenant~~ **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 ~~Tenant's~~ **Leaseholder's** assets is appointed; or
- _____
- . (f)– an order is made or an effective resolution is passed for the ~~winding up~~ **cancellation** of the ~~Tenant~~;
- Foundation Lease**; then and in any such event an Event of Default shall be deemed to have occurred hereunder, and the ~~Landlord~~ **GLT** 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 ~~Tenant~~ **Leaseholder** hereunder shall terminate forthwith.

~~13.02 The remedies of the Landlord specified in this Lease are cumulative and are in addition to any remedies of the Landlord at law or in equity. No remedy shall be deemed to be exclusive, and the Landlord 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 the Landlord shall be~~

~~entitled to restrain by injunction any violation or attempted or threatened violation by the Tenant of the Tenant's covenants herein contained.~~

~~ARTICLE~~ **ARTICLE 14**

~~WAIVER~~

WAIVER

14.01— The failure of ~~the Landlord~~ **GLT** 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 ~~the Landlord~~ **GLT** of ~~rent~~ **Leasehold 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 ~~the Landlord~~ **GLT** of any provision of this Lease shall be deemed to have been made unless in writing and signed by ~~the Landlord~~ **GLT**.

~~ARTICLE~~ **ARTICLE 15**

~~LANDLORD'S PERFORMANCE OF TENANT'S COVENANTS~~

GLT'S PERFORMANCE OF LEASEHOLDER'S COVENANTS

15.01— In the event of default by the ~~Tenant~~ **Leaseholder** in performance of any of its obligation hereunder other than the payment of ~~rent, the Landlord~~ **Leasehold Monthly Payments**, **GLT** may perform the same and the amount of any expenditures made by ~~the Landlord~~ **GLT** in connection therewith including reasonable solicitor and counsel fees shall be deemed to be ~~rent~~ **in addition to Leasehold Monthly Payments** payable hereunder, and shall be reimbursed to ~~the Landlord~~ **GLT** by the ~~Tenant~~ **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. ~~The Landlord~~ **GLT** shall however be under no obligation to remedy any default of the ~~Tenant~~ **Leaseholder** and shall not incur any liability to the ~~Tenant~~ **Leaseholder** for any act or omission in the course of its curing or attempting to cure any such default.

ARTICLE

ARTICLE 16

~~NET LEASE~~

NET LEASE

16.01— It is the intention of the parties hereto that this Lease shall be a net Lease, and that the ~~rent~~ **Leasehold Monthly Payments** provided to be paid to the ~~Landlord~~ **GLT** hereunder shall be net to the ~~Landlord~~ **GLT**, and shall yield to the ~~Landlord~~ **GLT** the entire such ~~rent~~ **Leasehold 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 ~~Tenant~~ **Leaseholder**.

ARTICLE **ARTICLE 17**

ESTOPPEL CERTIFICATES

17.01— ~~The Landlord~~ **GLT** and the ~~Tenant~~ **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 ~~rent~~ **Leasehold 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).

_____ **(d)** 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~~ **ARTICLE 18**

~~ARBITRATION~~

MEDIATION

18.01— If a dispute arises between the ~~Landlord~~ **GLT** and ~~Tenant~~ **Leaseholder** as to any of the matters set forth in this Lease the same shall be submitted to a single ~~arbitrator~~ **mediator** agreed upon by the parties or if they fail to agree then to three ~~arbitrators~~ **mediators**, one appointed by each of the parties respectively and a third by the ~~arbitrators~~ **mediators** so appointed. -The decision of the majority

of the ~~arbitrators~~ **mediators** 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 **ARTICLE** 19

OWNERSHIP OF IMPROVEMENTS

19.01—~~The Landlord~~ **Pre approval is required for leaseholders who design and build their own homes and or use their own house plans rather than those provided by GLT.**

19.02 GLT and the ~~Tenant~~ **Leaseholder** agree that all fixed improvements which the ~~Tenant~~ **Leaseholder** may construct upon the Property, from time to time shall be deemed, as between ~~the Landlord~~ **GLT** and the ~~Tenant~~ **Leaseholder** during the Term, to be the separate property of the ~~Tenant~~ **Leaseholder**, subject to and governed by all the provisions of this Lease applicable thereto notwithstanding such right or ownership of the ~~Tenant~~ **Leaseholder**; PROVIDED ALWAYS that all dealings by the ~~Tenant~~ **Leaseholder** with such fixed improvements which in any way affect title thereto shall be made expressly subject to this right of ~~the Landlord~~ **GLT** and the ~~Tenant~~ **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 ~~Tenant~~ **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 ~~Tenant~~ **Leaseholder** from accepting a further Lease of a portion of the improvements alone from an assignee to whom the ~~Tenant~~ **Leaseholder** has assigned this Lease.

19.02—~~03~~ Upon the expiration of the Term hereby demised the ~~Tenant~~**Leaseholder** may **remove the improvements located on the Premises or** demolish the improvements located on the ~~Property~~**Premises** and level and clear the ~~Property~~**Premises** and remove all improvements and debris; PROVIDED HOWEVER that, at ~~the Landlord's~~**GLT's** request the ~~Tenant~~**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 ~~Property~~**Premises** and remove all improvements and debris therefrom,-or

(b) leave the improvements on the ~~Property~~**Premises**.

19.03—~~04~~ If an Event of Default occurs and ~~the Landlord~~**GLT** terminates this Lease and all of the ~~Tenant's~~**Leaseholder's** rights hereunder and repossesses the Premises as in ~~the Landlord's~~**GLT's** former estate as provided in Article 13.01 hereof, then the ~~Tenant~~**Leaseholder** agrees that all of the ~~Tenant's~~**Leaseholder's** rights and interest in the Premises shall be absolutely forfeited to and become vested in ~~the Landlord~~**GLT** without any liability on the part of ~~the Landlord~~**GLT** to indemnify or compensate the ~~Tenant~~**Leaseholder** or any other person therefor.

~~ARTICLE~~**ARTICLE** 20

COVENANTS OF ~~THE LANDLORD~~**GLT**

~~20.01—The Landlord~~ **GLT** hereby covenants and agrees with the
~~Tenant~~ **Leaseholder**:

(a)— that ~~the Landlord~~ **GLT** 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 ~~Tenant~~ **Leaseholder** against any damage and expense that the ~~Tenant~~ **Leaseholder** may suffer by reason of any lien, charge or encumbrance against the Property placed thereon by ~~the Landlord~~ **GLT** (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 ~~Tenant~~ **Leaseholder**, paying the ~~Rent~~ **Leasehold 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 ~~the Landlord~~ **GLT** or by any person rightfully claiming under or in trust for ~~the Landlord~~ **GLT** save and except those claiming under the liens, charges, encumbrances, reservations or restrictions set forth in the said Schedule "B".

~~ARTICLE~~ **ARTICLE 21**

~~TENANT'S~~ **LEASEHOLDER'S HOLDING OVER**

21.01— If at the expiration of this Lease the ~~Tenant~~ **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~~ **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 ~~the Landlord~~ **GLT** Or ~~Tenant~~ **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~~ **ARTICLE 23**

REPORTING

23.01— The ~~Tenant~~ **Leaseholder** will deliver to ~~the Landlord~~ **GLT** by the 20th day of ~~February~~ **January** 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, ~~the Landlord~~ **GLT** may request additional Statutory Declarations up to a ~~maximum~~ of four

times in any calendar year and the ~~Tenant~~ **Leaseholder** must complete and supply the Statutory Declaration within 12 days of receipt of a request from the ~~Landlord~~. **GLT.**

~~ARTICLE~~ **ARTICLE 24**

Options for Selling a House Before Completion

a. SELLING BEFORE COMPLETION TO LOCKUP

If the house start is abandoned before lock up, the leaseholder will be reimbursed for his cost of materials only by providing dated receipts and verified paid bills.

b. SELLING AFTER COMPLETION TO LOCKUP

If the house is completed to lockup and signed off by the building inspector, the house can be offered for sale at twice the cost of materials. This value is based on the cost of labour being the same as the cost of materials. No receipts are necessary for the labour component.

c. SELLING AFTER RECEIVING A TEMPORARY OCCUPANCY PERMIT

Once a house has received a temporary Occupancy permit from the building inspector, it must be evaluated to determine a per square foot Sale price.

d. SELLING AFTER RECEIVING A FINAL OCCUPANCY PERMIT

Once a house has received a Final Occupancy Permit from the building inspector, it can be sold at up to the \$130* per square foot Resale Price Cap.

***This value subject to adjustment after 3 houses are completed.**

e. A minimum contingency fund of \$10K at any time to be held in a credit union to cover mortgage payments in

arrears.

ARTICLE 25

RIGHT OF FIRST REFUSAL (RFR) OP[TION TO PRUCHASE (OP)

25.01 Leaseholder agrees that after 3 months of mortgage and/or Lease payments in arrears, the leaseholder will agree to either;

- a. agree to pay in full all mortgage, lease and other expenses before the end of another 3 months or
- b. will move out of the house on or before a total of 6 months and his lease will be terminated. The house will still belong to the owner, but the owner will agree to sell to another qualified applicant. The proceeds of the sale will go to the owner less any outstanding lease, mortgage or other costs.
- c. All repairs necessary to bring the house up to a condition where it can be rented or sold will be deducted from the final selling price of the house.
- d. If there is no offers on the house, it will be offered as a short term rental by the Galiano Land Trust until a qualified buyer can be found. The proceeds of the rental will be used to cover monthly costs until the house can be sold and the owner can receive the balance of the equity of the house.

ARTICLE 26

MISCELLANEOUS PROVISIONS

24 . **26.01**—— 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 ~~Tenant~~ **Leaseholder** shall not discharge or relieve the ~~Tenant~~ **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 . **26.02**—— This Lease is not intended nor shall it be construed to create the relationship of either a partnership or a joint venture between the Landlord **GLT** and the ~~Tenant~~ **Leaseholder**.

~~24.03 The word "Landlord" wherever it occurs in this Lease, shall mean and extend to the Landlord, its successors and assigns, and the word "Tenant" wherever it occurs in this Lease, shall mean and extend to the named Tenant, and its heirs, successors and assigns.~~

~~24.04 If the Landlord pays any sum on behalf of the Tenant~~ . **26.03 If GLT 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 ~~Tenant~~ **Leaseholder** to the Landlord **GLT** on demand, and, at the election of the Landlord, the Landlord **GLT, GLT** shall be entitled to exercise the same rights and remedies as if such sum and interest were ~~rent~~ **Leasehold Monthly Payments** in arrears hereunder.

24.05— . **26.04** All of the covenants, agreements, conditions and undertakings of this Lease shall extend and enure to and be binding upon ~~the Landlord~~ **GLT** and the ~~Tenant~~ **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, ~~the Landlord~~ **GLT** and the ~~Tenant~~ **Leaseholder** and their respective successors and assigns.

24.06— . **26.05** 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.

24.07— . **26.06** If anything to be done by the ~~Tenant~~ **Leaseholder** pursuant to this Lease requires the consent or approval of ~~the Landlord~~ **GLT**, then ~~the Landlord~~ **GLT** covenants that such consent will not, by it, be unreasonably or arbitrarily withheld or delayed.

24 . **26.07 To the extent possible the Leaseholder may choose an analog meter and refuse the installation of a hydroelectric smart meter on the Premises until they are proven safe to the satisfaction of the leaseholders and GLT.**

. **26.08**—— Time shall be of the essence of this Lease.

24 . **26.09**—— This Lease contains the entire agreement between the Landlord **GLT** and the Tenant **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:**

_____ ,

Date November 25, 2015 File Number GL-RZ-2013.1
(Landworks)

To Galiano Island Local Trust Committee

From Robert Kojima
Regional Planning Manager

Re Landworks Rezoning Status update

Current Status

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

- Bylaws 244 and 245 have received EC approval, and in the case of bylaw 244 Ministerial approval, final adoption is the remaining step.
- Development permit GL-DP-2013.6 was issued in September 2014
- Subdivision GL-SUB-2013.1 – all Islands Trust conditions have been satisfied, registration is contingent upon adoption of the bylaws.
- Registration of the following s. 219 covenants is a condition of adoption of the bylaws:
 - Park management covenant to be granted by the CRD for proposed Lot 8 – completed
 - Development control covenant – completed
 - Sustainable forest practices covenant remains the outstanding condition:
 - A draft of the covenant was provided in September 2014 by the applicant (Keefer covenant) – a number of deficiencies were noted in that draft (see memo of October 20, 2015).
 - A covenant that had revisions by a professional forester and legal counsel was received by the LTC in September 2015 (Hopwood covenant). While registerable, this covenant did not have a second covenant holder.
 - In November 2015 the Galiano Conservancy Association agreed to be a second covenant holder, the GCA is currently working with the owner on a draft which is not complete as of this date.
- Completion of the following transfer agreements:
 - Transfer of proposed Lot 8 to CRD as a community park – executed
 - Transfer of proposed Lot 7 to MoE (BC Parks) – executed
 - Transfer of proceeds of sale of proposed Lot 5 () - executed

The remaining outstanding requirement is completion of a sustainable forest practices covenant acceptable to all parties.

Timeline

The applicants are facing a constrained timeline in order to complete the subdivision and associated conditions. BC Parks and the CRD transfer agreements expired on October 30, 2015, but were extended to March 31, 2016. However the Ministry of Environment requires that the transfer complete prior to end of the fiscal year (March 31, 2016). In order to meet this deadline:

1. Title to both lots must be free and clear of encumbrances, the applicant estimates it will take one month to clear title, resulting in a deadline for subdivision registration of February 29, 2016.
2. The applicant indicates that based on discussions with MoTI staff it will take one month from receipt of the application for final approval of the subdivision to registration, resulting in a deadline of January 31, 2016 for adoption of the bylaws.
3. Consequently the LTC requirements and adoption of the bylaws should be completed by January 31, 2016. As the sustainable forest practices covenant needs to be reviewed and endorsed by the LTC, the covenants should be executed and registered, or undertakings provided, and the LTC adopt the bylaws either in a meeting or by RWM. In order to complete these steps in the month of January, the sustainable forest practices covenant should be received in a form that requires minimal review and revision by January 4, 2016 at the latest, preferably prior to the December Islands Trust office closure.

Options

Given the above timeline, staff have identified the following options if the GCA covenant is not completed in the timeline noted above:

1. Await the completion of the covenant review process currently underway between the Galiano Conservancy Association and Mr. Keefer. At this point there is no specific date for when the draft will be completed, nor an indication of what further work may need to be done in terms of review and revisions to make it registerable. This option risks the successful completion of the application and the provision of the community amenities associated with it.
2. Endorse the existing September 2015 (Hopwood) covenant, which has had the benefit of professional and legal review, with the intention of replacing or amending it once the GCA covenant review is complete. Replacement in the absence of other restrictions would require the agreement of all parties.
3. Register the Hopwood sustainable forest practices covenant with additional restrictions as an interim covenant with a deadline to have the GCA covenant registered. This option would allow the approval of the bylaws to proceed in a timely manner and the subdivision to proceed to completion in the above timeline. The LTC had received legal advice on this option and the risks associated with it.

pc Kim Farris



Top Priorities

Galiano Island

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

**Projects****Galiano Island**

No.	Description	Activity	Received/Initiated	Status
1	Soil Removal and Deposit Bylaw	Review need and options for implementation of soil removal and deposit bylaw	12-Sep-2011	On Going
2	Amendments to Forest designation and F1 zone -	Consider options for amendments to Forest Land Designation and policies and F1 zoning for lands without Managed Forest Status. Draft bylaws have been prepared, project deferred at meeting of April/12	16-Apr-2012	On Going
3	Dock Review	Review issues regarding docks and new shoreline information and whether changes are required to the LUB.	18-Nov-2013	On Going
4	Parking Issues	Issue for discussion with MoTI and public parking issues generated from associated islands. (see correspondence from P. Midgely on agenda of Apr/12)	23-Jul-2012	On Going
5	Bike Trails and Camping	Letter dated July 8, 2013 received from Galiano Parks and Recreation Commission regarding bike safety on Galiano roads (See Transportation policy U of Section 1.1) and for the allowance of non-commercial camping on private lots.	15-Jul-2013	On Going
6	Ocean Based Geo-Exchange Systems	Review of regulations for geo-thermal exchange use.	18-Nov-2013	On Going
7	Information Note Addition	Add in Information Note on Archeological Sites under General Regulations	18-Nov-2013	On Going
8	Light Industrial Zoning	A review and inventory assessment of existing and potential light industrial zones.	18-Nov-2013	On Going



Projects

Galiano Island

No.	Description	Activity	Received/Initiated	Status
9	Land Use Bylaw Amendments	To review LUB for: any technical/administrative bylaw amendments (e.g. definition references and numbering), shoreline zoning wording, crown lot rezonings, and review park zoning (specifically to allow stairs in setbacks).	07-Jul-2014	On Going
10	Community Benefit Review for Forest Lands	Staff to prepare preliminary report for new LTC	08-Sep-2014	On Going
11	Consider amendments to re-designate and rezone crown owned Forest lots.- Bylaws 231, 232 at First Reading	re-refer to FLNRO for comment		On Going
12	Telecommunication Strategy	To consider a telecommunication strategy to address cell tower policies and procedural guidelines.	12-May-2015	On Going



Board of Variance

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

Requesting variance for septic tank/field and proposed cottage.

Planner: Phil Testemale

Planning Status

Status Date: 25-Sep-2015

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

Development Variance Permit

File Number	Applicant Name	Date Received	Purpose
GL-DVP-2015.3	REINA BLACK	07-Sep-2015	162 HIGHLAND RD

To install a sewage treatment plant.

Planner: Phil Testemale

Planning Status

Status Date: 30-Nov-2015

Notification sent. DVP on Dec 7th LTC agenda.

Status Date: 23-Oct-2015

Staff contacting application for further information.

Status Date: 05-Oct-2015

Site visit completed

Rezoning

File Number	Applicant Name	Date Received	Purpose
GL-RZ-2011.1		06-Oct-2011	Rezone Agriculture and Residential to Community Facility-Affordable housing.

Planner: Robert Kojima

Planning Status

Applications

Status Date: 20-Feb-2015

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

Status Date: 02-Feb-2015

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

Status Date: 21-Jan-2015

applicants withdrawing RHTF application

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

Planner: Kim Farris

Planning Status

Status Date: 19-Aug-2015

Staff & LTC reviewing sustainable forestry covenant.

Status Date: 17-Jun-2015

Draft Sustainable Forestry covenant sent for legal review.

Status Date: 28-May-2015

Approval received from Minister's office for Bylaw 244.

File Number	Applicant Name	Date Received	Purpose
GL-RZ-2014.1	Stephen & Helen Foster	28-Oct-2014	20300 PORLIER PASS RD

To allow for year round use of the Forest Retreat Centre

Planner: Kim Farris

Planning Status

Status Date: 30-Nov-2015

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

Status Date: 26-Aug-2015

Applicant amending proposal to address APC and LTC comments

Applications

Status Date: 16-Jun-2015
Application referred to the APC

File Number	Applicant Name	Date Received	Purpose
GL-RZ-2015.1	Ken Millard	25-Feb-2015	006-620-965 ELLIS RD

Change land use designation in OCP from Rural to Nature Protection and LUB from Rural 2 to Nature Protection

Planner: Phil Testemale

Planning Status

Status Date: 30-Nov-2015
OCP amendment approved by Minister. Bylaw adoption report on Dec 7/15 LTC agenda.

Status Date: 15-Jul-2015
EC approved bylaws. OCP amendment sent to Minister for approval.

Status Date: 25-Jun-2015
CIM & Public Hearing scheduled for July 6, 2015

Subdivision

File Number	Applicant Name	Date Received	Purpose
GL-SUB-2013.1		29-Nov-2013	4150 BODEGA BEACH DR

To create a conventinal subdivision of 7 lots including remainder.

Planner: Kim Farris

Planning Status

Status Date: 13-Aug-2015
PLA extension granted by MOTI

Status Date: 24-Nov-2014
SD file on hold until zoning amendment bylaws are adopted

Status Date: 08-Sep-2014
10 percent waiver approved by LTC



Islands Trust

Print Date: November 30, 2015

Applications

Temporary and Industrial Use Permit

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

To operate a B & B

Planner: Kim Farris

Planning Status

Status Date: 20-Nov-2015

opened file, processed fee, forwarded to planner and LTC

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

625 Galiano	Invoices posted to Month ending November 2015	<u>Budget</u>	<u>Spent</u>	<u>Balance</u>
65000-625	LTC "Trustee Expenses"	750.00	0.00	750.00
LTC Local				
65200-625	LTC - Local Exp - LTC Meeting Expenses	2,500.00	3,950.36	-1,450.36
65210-625	LTC - Local Exp - APC Meeting Expenses	500.00	1,243.80	-743.80
65220-625	LTC - Local Exp - Communications	300.00	465.70	-165.70
65230-625	LTC - Local Exp - Special Projects	750.00	10.51	739.49
TOTAL LTC Local Expense		<u>4,050.00</u>	<u>5,670.37</u>	<u>-1,620.37</u>
Projects				
73001-625-4049	Galiano Contractor Yard Review	2,500.00	946.57	1,553.43
73001-625-4050	Galiano Secondary Suite Review	2,500.00	1,269.79	1,230.21
73001-625-4051	Galiano Cottage Review	2,500.00	1,230.71	1,269.29
TOTAL Project Expenses		<u>7,500.00</u>	<u>3,447.07</u>	<u>4,052.93</u>

Galiano Island Local Trust Committee

POLICIES AND STANDING RESOLUTIONS

Updated: April 7, 2014

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

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

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

Trust Fund Board Report to Local Trust Committees and Bowen Island Municipality November 2015

Conservation Proposal for Settlement Lands –Denman Island

The Trust Fund Board has received a conservation proposal to covenant 63.25 hectares (157 acres) of land acquired by Denman Island Conservancy. The land was received as part of a legal settlement and is adjacent to the new Denman Island Provincial Park and TFB's Inner Island Nature Reserve. TFB approved the proposal subject to the development and approval of a management plan. The management plan will consider: recovery of forest on the logged portion of the land, activities to maintain butterfly habitat for rare species (Edith's Checkerspot and Dun Skipper), maintenance of two significant wetlands and an area of ALR land on the property.

Trail Proposal for the Lindsay Dickson Nature Reserve –Denman Island

TFB agreed to consider including an existing trail on this forested nature reserve in the Denman Island Cross-Island Trail, which is currently being developed by the Comox Valley Regional District. It is proposed that the ferry-to-ferry trail would follow an old logging road across one corner of the reserve, an existing trail that appears suitable for increased use. The Board will make a final decision once discussions have addressed continued protection of the values of the reserve.

McFadden Creek Nature Sanctuary management plan – Salt Spring Island

TFB has approved the management plan for our newest nature sanctuary, acquired in November 2014. McFadden Creek is one of very few protected areas in the northern part of Salt Spring Island. TFB became involved with partners to secure a significant heron colony at McFadden Creek almost two decades ago. The protected area has significant natural features, including the presence of five provincially listed species at risk. The heronry has been abandoned, however habitat remains for herons and it is possible they may return.

Conservation and Working Landscapes

TFB's Regional Conservation Plan includes a commitment to research staff and resource requirements of conservation on lands that include working landscapes and cultural features. Former ITF Communications and Fundraising Specialist, Christine Rikley, is tackling this topic in conjunction with her Masters of Public Administration program at UVIC. She has provided an opportunity for TFB to make suggestions of how her research might inform what might be required for ITF to expand protection activities.

Coastal Douglas-fir Ecosystem Conservation

Following up on a decision at the September Trust Council meeting, all local trust committees have received a copy of the Conservation Strategy prepared by the *Coastal Douglas-fir and Association Ecosystems Conservation Partnership (CDFCP)*. Trust Council's newly adopted Strategic Plan includes a strategy to "use land use planning tools and decisions to protect Coastal Douglas-fir and associated ecosystems". Subject to interest among LTCs, the Plan notes that the Local Planning Committees could "develop a planning tool kit to illustrate how to protect Coastal Douglas-fir and associated ecosystems". CDFCP and ITF could also provide information that might help individual LTCs tackle protecting this nationally-significant ecosystem.

December Trust Council Meeting: Working with the Islands Trust Fund

The Board and staff are preparing for the upcoming opportunity for information sharing and discussion at the December Trust Council Meeting (Tuesday afternoon). We want to make sure this is as productive as possible for Council members. We would welcome advance notice of any particular topics you would like covered or questions you might have so that we are prepared to include them (please contact Chair Tony Law as soon as possible).

To: Local Trust Committees, Bowen Island Municipality **For the Meeting of:** [Click here to enter a date..](#)

From: Kate Emmings, Ecosystem Protection Specialist & Jennifer Eliason, ITF Manager

File No.: 5450-30; 0410-20

SUBJECT: COASTAL DOUGLAS-FIR CONSERVATION STRATEGY

DESCRIPTION OF ISSUE:

At its September 2015 meeting, Trust Council asked staff to forward the CDFCP Conservation Strategy to local trust committees and Bowen Island Municipality as a potential resource. This briefing explains the issue and offers some options for further action.

The Coastal Douglas-fir and Associated Ecosystems Conservation Partnership (CDFCP) has finalized a Conservation Strategy for Coastal Douglas-fir forests and their associated ecosystems. The whole of the Islands Trust area is included in the strategy and, as a member of the CDFCP, the Islands Trust and its political bodies are expected to find ways to support or achieve some of the goals within the CDFCP Conservation Strategy.

BACKGROUND:

The Threatened Coastal Douglas-fir Forest

The Coastal Douglas-fir Biogeoclimatic (CDF) Zone is the smallest and most at-risk biogeoclimatic zone in British Columbia and is of great conservation concern (Biodiversity BC, 2008). It is home to the highest number of species and ecosystems at risk in BC, many of which are ranked globally as imperilled or critically imperilled (BC Conservation Data Centre, 2012). The global range of the CDF lies almost entirely within BC, underscoring both its global uniqueness and BC's responsibility for its conservation. **Twenty-five percent (25%) of the CDF lies within the Islands Trust area.**

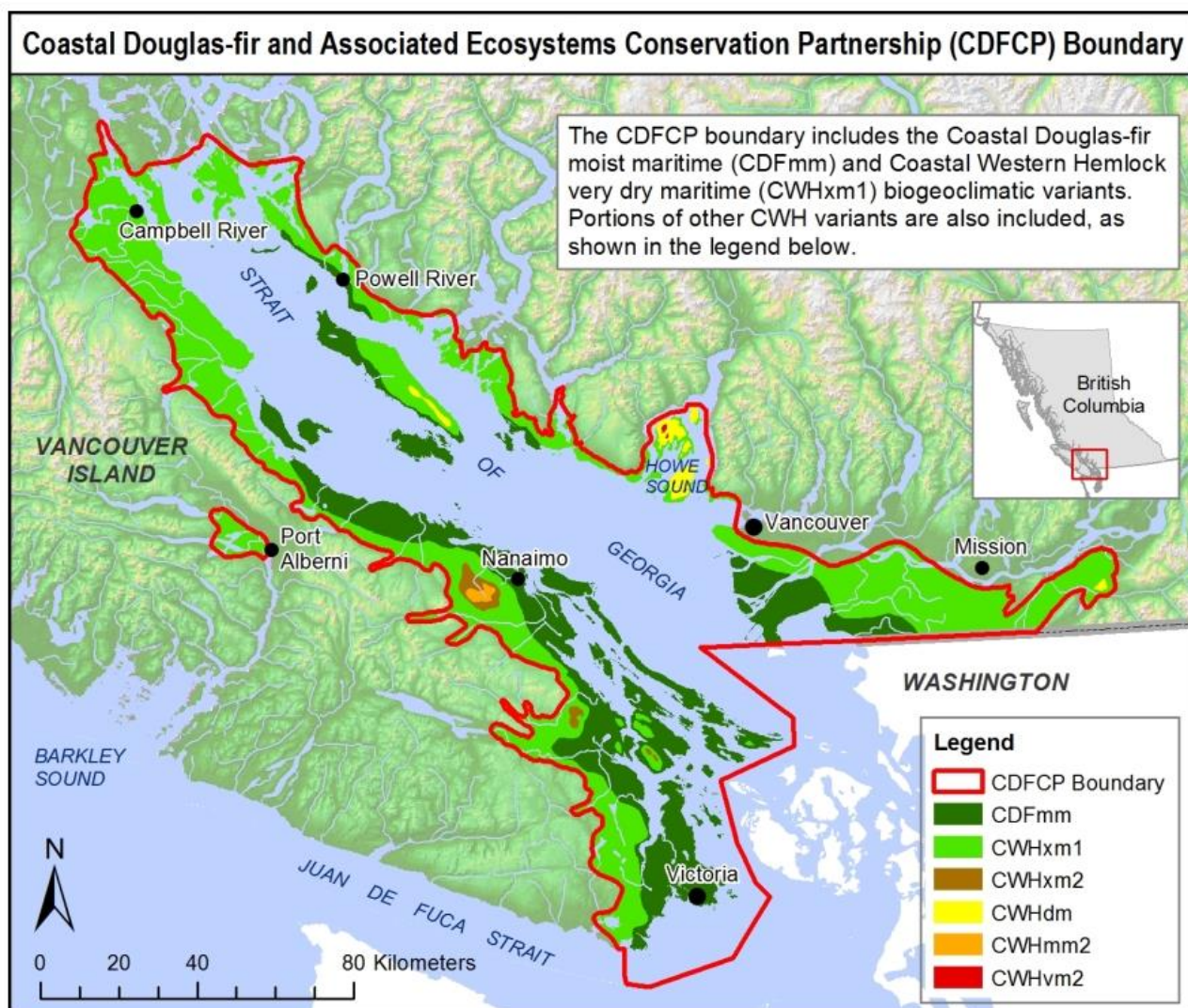
Coastal Douglas-fir ecosystems are also found in the Coastal Western Hemlock very dry maritime subzone (CWHxm1) which has many similarities with ecosystems in the CDF Zone. The CWH xm1 is found on Salt Spring and the islands in Howe Sound and is at similar conservation concern.

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). Of the remaining land in the CDF zone, approximately 80% is privately owned, which creates significant challenges for protection. The Islands Trust area still has high quality natural spaces, making it a natural focus for CDF conservation.

The Coastal Douglas-fir and Associated Ecosystems Conservation Partnership (CDFCP):

Established in 2013, the CDFCP is a forum for communication and collaboration regarding the maintenance and restoration of healthy Coastal Douglas-fir and Associated Ecosystems. The CDFCP recognizes the need for shared stewardship of ecosystems and strives to focus resources collaboratively, strategically and transparently to avoid duplicating existing efforts and

to maximize conservation gains. The CDFCP has 34 members, including four local governments and two Provincial ministries. Its area of interest is shown in the map below and includes the entire Islands Trust area. More information about the CDFCP is available at www.cdfcp.ca.



Islands Trust Involvement in the CDFCP:

The Trust Fund Board and the Gambier Island Local Trust Committee are signatories to the CDFCP Statement of Cooperation and the Islands Trust Fund's Ecosystem Protection Specialist is a CDFCP Steering Committee member. Islands Trust Council resolved to sign the CDFCP Statement of Cooperation at its March 2013 meeting and received a presentation from the CDFCP in June 2014. At that time, Trust Council passed the following resolutions:

TC-2014-061

That the Islands Trust Council request that the Executive Committee consider sponsoring an Association of Vancouver Island Coastal Communities/Union of BC Municipalities resolution that calls on the Province to provide funding for the CDFCP and for land protection initiatives in the CDF zone.

TC-2014-062

That the Islands Trust Council request that staff work with the CDFCP to develop recommendations for Trust Council's consideration regarding local planning tools that local trust committees could use to protect Coastal Douglas-fir ecosystems.

A resolution requesting adequate provincial funding for the CDFCP, including implementation of recommendations made by the CDFCP, was endorsed by AVICC and passed at UBCM in September 2013.

In February 2015, the Islands Trust Executive Committee passed the following resolution:

EC-2015-013

That the Executive Committee direct staff to finalize and forward a resolution requesting provincial funding for the Coastal Douglas-fir and Associated Ecosystems Conservation Partnership (CDFCP) to the Association of Vancouver Island and Coastal Communities (AVICC) and Union of BC Municipalities (UBCM) with a backgrounder for consideration by members at the 2015 conventions.

The AVICC endorsed a resolution, which was then presented to UBCM at the September 2015 meeting, where it passed.

Creation of the CDFCP Conservation Strategy:

In the summer of 2014, the CDFCP, working with the Nature Conservancy of Canada, obtained \$17,500 in funding for a CDFCP Conservation Strategy. Work began on the strategy in the fall of 2014 and the strategy was completed in July 2015.

The Islands Trust was invited to provide feedback on the plan through participation in a workshop in February 2015 which was attended by Tony Law, Hornby Island Trustee, and by the Islands Trust Fund Ecosystem Protection Specialist. Representatives from twenty-one (21) CDFCP member organizations attended. The Executive Committee was updated on work with the CDFCP in May 2015, and provided with notes from the February workshop.

Trust Council received the completed CDFCP Conservation Strategy at its September 2015 meeting and passed the following resolutions:

TC-2015-121

That Islands Trust Council receive the CDFCP Conservation Strategy for information and request the Chair to send a letter to the CDFCP Steering Committee in support of the Conservation Strategy and indicating a willingness to work with the CDFCP to implement the strategy as capacity allows.

TC-2015-122

That staff be requested to forward the CDFCP Conservation Strategy to local trust committees and Bowen Island Municipality as a potential resource.

ATTACHMENT(S):

Letter from the Islands Trust Chair to the CDFCP, November, 2015
CDFCP Conservation Strategy

AVAILABLE OPTIONS:

- 1) Receive the CDFCP Conservation Strategy for information.
- 2) Request local planning staff work with CDFCP to draft recommendations regarding land use planning tools that will effectively conserve Coastal Douglas-fir forest ecosystems.
- 3) Become a signatory to the CDFCP Statement of Collaboration (In addition to the Trust Council and the Trust Fund Board, the Gambier Island LTC has joined the CDFCP. Other LTCs or municipalities could also become partners).

FOLLOW-UP:

Islands Trust Fund staff will continue to participate on the CDFCP Steering Committee.

Planning staff will follow up as directed by the local trust committee or island municipality.

Prepared By: Kate Emmings, Ecosystem Protection Specialist & Jennifer Eliason, ITF Manager

Reviewed By: Lisa Gordon
Director, Trust Area Services

Date: November 9, 2015
Reviewed By: David Marlor
Director, Local Planning Services

Date: November 10, 2015

November 10th, 2015

File Number: 5450-30; 0410-20

Via Email: info@cdfcp.ca

Coastal Douglas-fir and Associated Ecosystems Conservation Partnership Steering Committee
 c/o Darryn McConkey, Interim Chair

Dear Darryn McConkey:

Re: Support for Coastal Douglas-fir and Associated Ecosystems Conservation Partnership's Conservation Strategy

As Chair of the Islands Trust Council, I'm writing to advise you that at its quarterly meeting in September 2015, the Islands Trust Council received the Coastal Douglas-fir Conservation Partnership (CDFCP) Conservation Strategy for information. Trust Council requested that I write to you to express support of the Conservation Strategy and to indicate the Islands Trust's willingness to work with the CDFCP to implement the strategy as capacity allows. As a first step, Trust Council has requested that staff forward the CDFCP Conservation Strategy to Islands Trust local trust committees and Bowen Island Municipality as a land-use planning resource.

The Islands Trust Council supports the CDFCP's goal of bringing governments, organizations and individuals together to collaboratively address ongoing threats to the conservation of Coastal Douglas-fir and Associated Ecosystems. This work would advance the following sections of the Islands Trust Policy Statement:

3.2.1 *It is Trust Council's policy that*

- *forest ecosystems in the Trust Area should be protected, and*
- *the remaining stands of relatively undisturbed Coastal Douglas-fir, Coastal Western Hemlock, Garry Oak and Arbutus should be preserved.*

3.2.3 *Trust Council encourages government agencies, non-government organizations, property owners and occupiers to protect forested areas through voluntary donation, acquisition, conservation covenants and careful management.*

At the September 2015 Union of BC Municipalities Convention, the Islands Trust put forward the following resolution which was endorsed and provided to the Province of BC:

WHEREAS the UBCM members previously endorsed resolution 2013-B104 requesting that the Ministry of Forests, Lands and Natural Resource Operations adequately resource the Coastal Douglas-fir and Associated Ecosystems Conservation Partnership (the Partnership);

AND WHEREAS in 2015 the Partnership will issue a 30-year conservation strategy for the coastal Douglas-fir biogeoclimatic zone, the most at risk zone in British Columbia, but has insufficient resources to implement the strategy:

THEREFORE BE IT RESOLVED that UBCM request the provincial government to provide core, multiyear funding to the Partnership to assist its members to implement the conservation strategy with the Province, First Nations, local governments, the federal government, stakeholders, and the general public.

We note that the CDFCP Conservation Strategy identifies the following actions related to its work with local governments:

1.2 Assist local governments, conservation groups and First Nations to identify priority areas for securement and stewardship in their jurisdiction

5.1 Work with local governments to develop plans, policies, bylaws and incentives that enhance Coastal Douglas-fir and associated ecosystem values

We will forward the Conservation Strategy to local trust committees with a recommendation that those wishing to advance the Islands Trust Policy Statement consider working directly with the CDFCP to support the priority actions identified in the CDFCP Conservation Strategy.

We look forward to further cooperation to protect the Coastal Douglas-fir biogeoclimatic zone; home to the highest number of species and ecosystems at risk in British Columbia.

Yours sincerely,



Peter Luckham
Chair, Islands Trust Council
pluckham@islandstrust.bc.ca

cc: Islands Trust Executive Committee
Bowen Island Municipality
Trust Fund Board
Craig Sutherland, Assistant Deputy Minister, Regional Operations: Coast, Min. of Forest, Lands and Natural Resource Operations
Islands Trust website



COASTAL DOUGLAS-FIR
& ASSOCIATED ECOSYSTEMS
CONSERVATION PARTNERSHIP

**CONSERVATION
STRATEGY
2015**

ACKNOWLEDGEMENTS

This Conservation Strategy was developed by the Coastal Douglas-fir Conservation Partnership, under the guidance of the Steering Committee: Tim Ennis, Darryn McConkey, Kate Emmings, Dave Haley, Peter Arcese, Todd Golumbia, Adam Taylor, Kim Richardson, and Erik Piikkila.

Members of the Partnership met in February 2015 to review the Strategy and provide input into the objectives and actions.

The funding support for the planning process from the Real Estate Foundation of British Columbia is gratefully acknowledged. We also appreciate the contributions from the Ministry of Forests, Lands and Natural Resource Operations, Cowichan Valley Regional District and Islands Trust Fund. Funding for the Marxan project was provided by the Real Estate Foundation of BC, North Pacific Landscape Conservation Cooperative, Forest Renewal BC, and University of British Columbia.

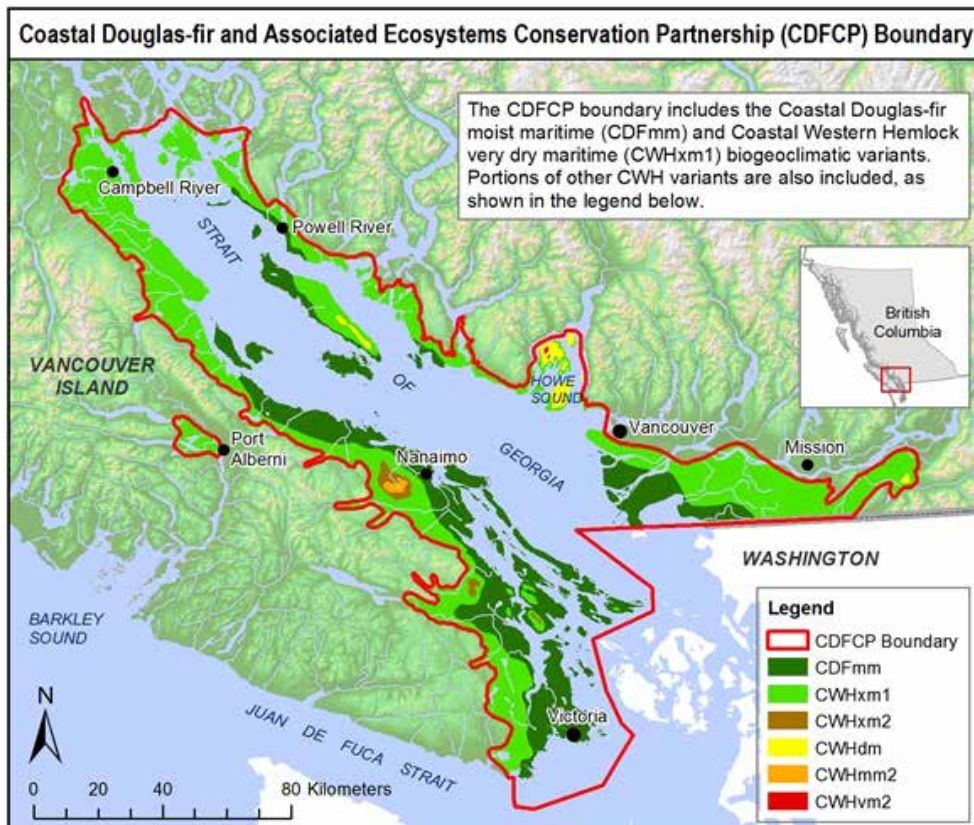


Writing and facilitation for this project was provided by Judith Cullington, Judith Cullington & Associates

INTRODUCTION

Purpose of the Conservation Strategy

This Conservation Strategy sets a 30-year vision and goals for the Coastal Douglas-fir Conservation Partnership (CDFCP); with objectives and actions identified for the next five years (2015–2020). The intent is to review and update this strategy at least every five years.



Coastal Douglas-fir and Associated Ecosystems

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

As shown on the map, the area of concern to the CDFCP includes some parts of the Coastal Western Hemlock very dry maritime zone (CWHxm1 and CWHxm2), as these ecosystems share similar attributes and threats.

Threats to the integrity of the Coastal Douglas-fir and associated ecosystems (CDFAE) include:

- **Land conversion.** The CDF zone is 80% privately owned, in part due to the historic Esquimalt and Nanaimo (E & N) railway land grant. About 10% is provincially owned and the remaining 10% is owned by other levels of government. Much of the private land has been converted to urban and rural development, transportation and utility corridors, and agricultural use. Forty-nine percent (49%) of the land base in the CDF has been converted to human uses.
- **Ecosystem degradation.** Less than 1% of the CDF zone currently remains as old growth forest (over 250 years in age), and forests over 100 years in age now occupy only 4% of their former extent. Deforestation in a land base that was once predominantly forested has consequences for the small patch ecosystems, specialized habitats and at-risk species that were previously buffered and supported by the ecological processes of the surrounding forests. Remaining forests are predominantly younger, less diverse and bisected by roads. These changes affect hydrological patterns and the ability to filter and store water; destabilizes forest soils and reduces capacity to regenerate soils; alters the resistance to the invasion of alien species; alters prey-predator relationships; alters carbon and nutrient cycles, including the release of carbon to the atmosphere; and removes specialized habitat features for wildlife foraging, shelter and breeding.
- **Loss of natural processes.** Wildfires and deliberate burning by First Nations played an important role in shaping CDF ecosystems. Fires create openings in the canopy, kill off other less fire-resistant species, and help to establish and maintain the large, thick-barked Douglas-fir, Maple and Garry Oaks as the dominant trees in the area. Today and for the past 100 years, forest fires have been suppressed.
- **Species disturbance.** Human influence has artificially changed the balance of species, with resulting impacts on ecosystems. An example is the reduction in cougar and wolf populations, which has led to the hyper-abundance of deer populations and in turn reduction of native plants on which deer like to feed.
- **Invasive species** have increasingly intruded into all ecosystem types, displacing native plants and animals, altering ecosystem function and dynamics, and removing food sources for wildlife.
- **Climate change.** Changing climates are increasingly placing stress on native ecosystems and species through changes in seasonal temperatures, reduced snowpacks, winter rains instead of snowfalls, rain on snow events, and water availability, as well as introducing new pests and diseases.
- **Environmental Contaminants.** Environmental contaminants, including fertilizers, pesticides, household and industrial chemicals, sediment from human land disturbance, and human and animal wastes affects the function of ecosystems in the CDFAE. Some of these contaminants are from point sources, such as industry, but many come from non-point sources such as road infrastructure, housing developments, agriculture, and forestry.



A MOSAIC OF PROTECTION AND STEWARDSHIP

Coastal Douglas-fir and associated ecosystems (CDFAE) are found across the landscape. Large areas are set aside for ecosystem protection, forestry and agriculture, while small patches of natural habitat exist in community parks and backyards. The mosaic of protection and stewardship recognizes that this place is home to a diversity of native plants and animals, as well as home to many people. Some areas will be protected and set aside with a primary purpose of supporting ecological integrity; the primary use of other areas may be for economic, recreational or other uses. Stewardship of the CDFAE lands must balance these sometimes competing, sometimes complementary, roles.

This mosaic includes lands under government and private ownership and management, ranging in size from small to large parcels. Examples include:

- Protected areas (e.g., federal, provincial, regional and municipal parks, wildlife management areas, and non-government organization (NGO) owned nature reserves)
- Private lands managed for ecosystem values, including lands with conservation covenants
- Working landscapes (including forestry and agriculture)
- Connectivity corridors, including riparian areas
- Drinking water watersheds
- Community parks and recreation areas
- First Nations lands
- Private woodlots
- Urban forests
- Private backyards



THE COASTAL DOUGLAS-FIR CONSERVATION PARTNERSHIP AND ITS MISSION

The Coastal Douglas-fir Conservation Partnership (CDFCP) is a collaboration of agencies, organizations and land managers who are interested in promoting and protecting healthy CDFAE into the future. Land trusts, governments (federal, provincial, regional, municipal, and First Nations), environmental stewardship groups, resource industry professionals, private landowners and academic institutions are encouraged to become CDFCP Participants or Supporters.

As set out in its terms of reference, the CDFCP is led by a Steering Committee and supported by a series of Working Groups focused on different aspects of the CDFCP goals. The CDFCP provides a forum for collaboration, communication and action to effectively protect and steward Coastal Douglas-fir and associated ecosystems. Its mission is:

To promote the conservation and stewardship of the Coastal Douglas-fir and associated ecosystems in south-western British Columbia through sound science, shared information, supportive policies, and community education.

VISION FOR COASTAL DOUGLAS-FIR AND ASSOCIATED ECOSYSTEMS

By 2045:

Coastal Douglas-fir and associated ecosystems have ecological integrity and resilience to change. A system of core protected areas are actively managed to provide habitat for native species and places to learn about the importance of healthy ecosystems. Working landscapes are actively managed to enhance their ecosystem values, while also supporting jobs and economic development opportunities. The public and land managers understand that Coastal Douglas-fir and associated ecosystems are special places that merit support and investment.

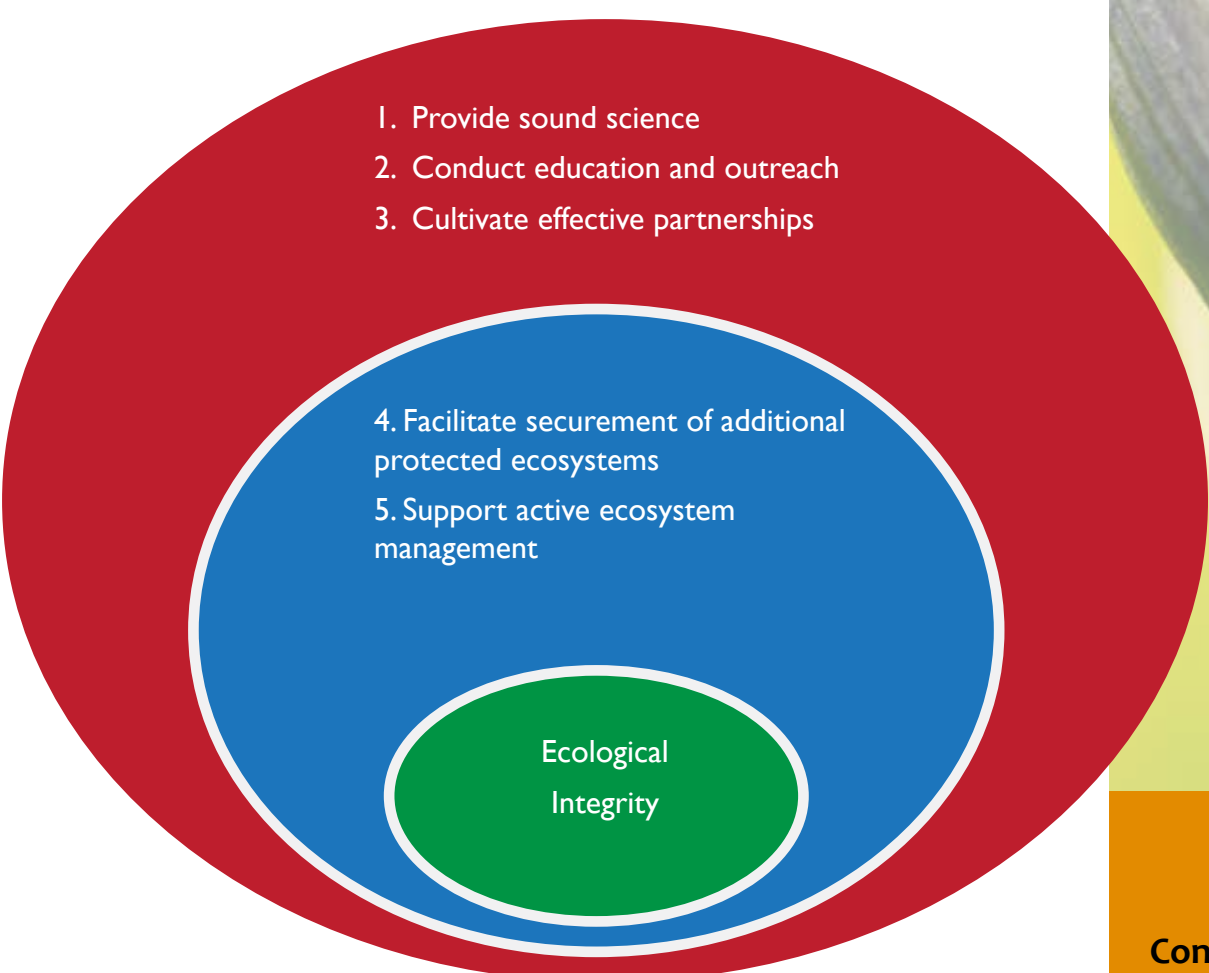


GOALS AND OBJECTIVES FOR THE CDFCP

Goals

The five goals express the ways in which CDFCP is working towards the vision of ecological integrity for Coastal Douglas-fir and associated ecosystems. The first three are core business of the CDFCP, the other two are activities supported by the Partnership.

- 1. Provide sound science***
- 2. Conduct education and outreach***
- 3. Cultivate effective partnerships***
- 4. Facilitate securement of additional protected ecosystems***
- 5. Support active ecosystem management***

- 
1. Provide sound science
 2. Conduct education and outreach
 3. Cultivate effective partnerships

4. Facilitate securement of additional protected ecosystems
5. Support active ecosystem management

Ecological
Integrity

SHORT-TERM OBJECTIVES AND ACTIONS

The goals reflect long-term aims. The objectives are specific outcomes for the next five years (2015-2020); supporting actions to achieve those objectives are also indicated. Objectives and actions are dependent on the availability of resources; the list below reflects the desired list of actions for the coming years, should resources (staff and funds) become available. For a list of objectives and actions which are “core” activities that are part of the ongoing CDFCP effort, please see Appendix A.

Summary of objectives and actions for 2015–2020:

1. Provide sound science to support land securement and stewardship

- 1.1. Provide tools for prioritization of areas for securement and stewardship within the CDF Zone
- 1.2. Assist local governments, conservation groups and First Nations to identify priority areas for securement and stewardship in their jurisdiction
- 1.3. Provide information on emerging CDFAE threats
- 1.4. Report annually on conservation outcomes

2. Conduct education and outreach

- 2.1. Develop and implement a communications and outreach strategy
- 2.2. Share success stories

3. Cultivate effective partnerships

- 3.1. Create and fund a coordinator position
- 3.2. Create and Support Working Groups
- 3.3. Encourage First Nations representation in the Partnership
- 3.4. Support the work of CDFCP Signatories
- 3.5. Collaborate with other groups working on ecosystem conservation

4. Facilitate securement of protected ecosystems

- 4.1. Provide advice on land securement
- 4.2. Identify options and contacts for funding land securement and stewardship
- 4.3. Promote and support land securement partnerships

5. Support active ecosystem management

- 5.1. Work with local governments to develop plans, policies and bylaws and incentives that enhance CDF values
- 5.2. Identify and promote opportunities for CDFAE stewardship
- 5.3. Identify pilot (case study) lands and land managers where focused management activities would benefit CDFAE on working landscapes
- 5.4. Work with the resource, developers and real estate sectors to enhance CDF stewardship



1. PROVIDE SOUND SCIENCE TO SUPPORT LAND SECUREMENT AND STEWARDSHIP

Effective and reliable science, combined with local knowledge, supports decisions that are made using the best available information.

1.1. Provide tools for prioritization of areas for securement and stewardship within the CDF Zone

Actions:

- Working with UBC and other information providers, use the Marxan tool and analysis to develop landscape-level maps that identify potential conservation priorities.
- Refine the landscape-level mapping by improving data collection quality and input tools.
- Use the Marxan tool and other information to identify high-value conservation areas for discussion with partners.
- Use the Marxan tool and other analysis to identify CDFAE values within existing protected areas and determine the amount and spatial distribution of 'additional' protected areas required to create a resilient system.
- Create realistic scenarios for 'core' protection, taking into account spatial distribution and connectivity.
- Use the Marxan tool and other analysis to identify working landscapes and other lands with high CDF values.
- Develop and keep current a list of priority parcels for securement, and develop information on those parcels to support acquisition.
- Develop a methodology for ranking and ground truthing an individual conservation opportunity.

1.2. Assist local governments, conservation groups and First Nations to identify priority areas for securement and stewardship in their jurisdiction

Actions:

- Working with UBC and other groups, use the Marxan tool and other analysis to develop jurisdictional maps throughout the CDF area that identify areas with high conservation values, taking local priorities into account.
- Share existing data and knowledge through information forums and data sharing sites such as iMap, while respecting data privacy as required.
- Develop ways and means to facilitate timely and efficient access to a collective database.
- Engage local groups in the prioritization process so that they understand and support the selection process.
- Encourage jurisdictions to incorporate the results of regional mapping into their plans and policies.



- Provide training on the use and interpretation of the outcomes of this mapping and prioritization.

1.3. Provide information on emerging CDFAE threats

Actions:

- Gather information on the anticipated impacts from climate change, land conversion, invasive species and other emerging threats.
- Provide information on emerging threats to CDFCP partners and others through webinars, presentations and existing online resources.

1.4. Report annually on conservation outcomes

Actions:

- Establish parameters to be tracked (indicators).
- Monitor, evaluate and report annually on progress for these conservation indicators.

2. CONDUCT EDUCATION AND OUTREACH

Increasing public understanding of the importance of healthy Coastal Douglas-fir and associated ecosystems to humans and other species is necessary to create the political and financial support for programs that promote ecological integrity.

2.1. Develop and implement a communications and outreach strategy

Actions:

Through the Outreach and Education Working Group (OEWG):

- Develop a communications and outreach strategy.
 - Identify target audiences (e.g., senior and local governments, First Nations, the resource sector, and private landowners), and learn about their interests, perspectives and information needs.
 - Identify the most effective communications media for each of these audiences (e.g., e-newsletters, in-person meetings, social and regular media).
 - Develop key messages to be conveyed.
 - Identify existing materials (e.g., GOERT manuals, land trust strategies), and identify gaps in readily available information.
 - Identify organizations (partners and others) who can help to raise awareness of CDFAE.
 - Identify regions where there are no local groups to assist; consider options for filling this outreach gap.
- Provide informative educational materials in a variety of formats.
 - Provide links to existing online materials from the CDFCP website (and maintain links to ensure they remain current).
 - Where appropriate information does not already exist, create materials aimed at meeting the needs of specific groups.
 - Create engaging and clear information on CDFAE values for the general public.



- Post new materials on the CDFAE website in “print-ready” format and make them available through CDFCP partners.
- Distribute information widely.
 - Maintain an informative online presence, ensuring that content is updated regularly.
 - Ensure the coordinator role includes regular communications through email, social media and other methods.
 - Encourage CDFCP partners to share CDFCP news via their own websites, social media and other outreach.
- Host webinars, workshops and/or other information exchanges among existing and potential CDFCP partners
 - Identify target audiences and key topics for specific events.
 - Host at least one webinar (or in-person meetings) per year on different aspects of CDFAE protection and stewardship; encourage partners to co-host other events.
 - Consider events, contests and other activities that reach other audiences, such as youth.

2.2. *Share success stories*

Actions:

- Use proactive communications methods (not just website listings) to share success stories, such as:
 - Successful land securement deals, especially those using new and innovative approaches, Target audiences for these include developers/builders, agricultural land owners/managers.
 - Best practices to enhance CDFAE values (and reduce negative impacts), including restoration techniques.

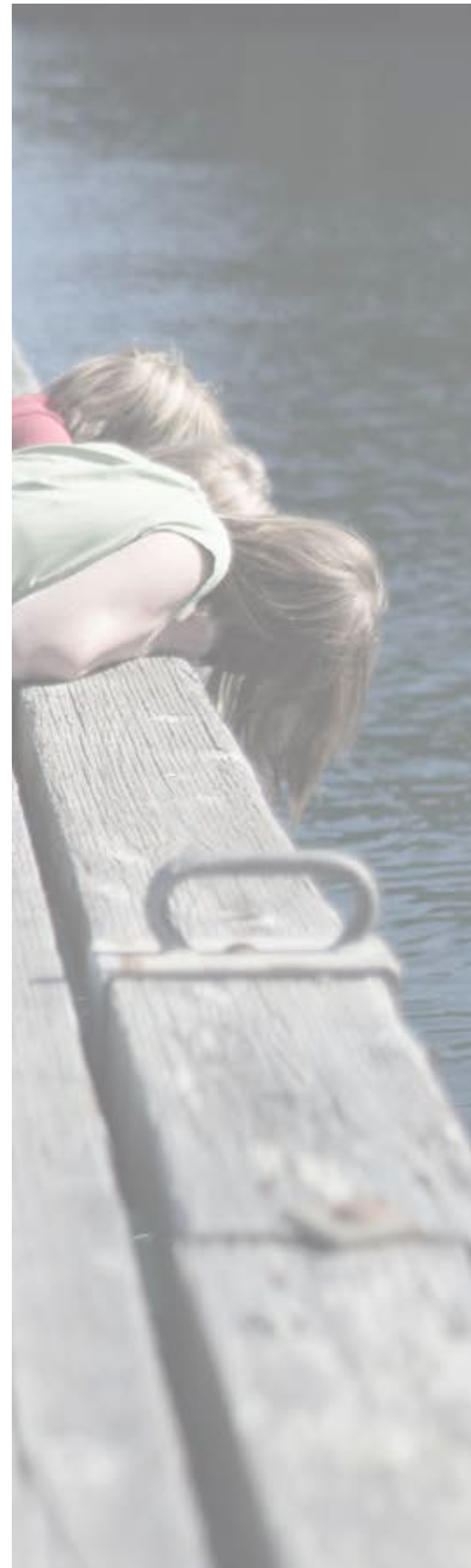
3. CULTIVATE EFFECTIVE PARTNERSHIPS

Create an effective and growing partnership in support of Coastal Douglas-fir and associated ecosystems.

3.1. *Create and fund a coordinator position*

Actions:

- Hire the coordinator. Refine the existing job description, gather funding to support this position for at least the first two years, and advertise for/hire the coordinator.
 - Seek funding for ongoing support for this position.
 - Annually, prepare a budget and workplan that identifies appropriate CDFCP banker(s) and core funding and project funding.
 - Identify potential funders for proposed projects; write grant proposals.
 - Prepare a simple annual update that provides information on achievements, funds expended, in-kind contributions from partners and others, identification of ways members can help, etc.



3.2. Create and Support Working Groups

Actions:

- Confirm Working Group membership, create a Terms of Reference for each group and identify official communications channels
- Where the working group role is filled by a parallel partnership (e.g., the Local Government Species At Risk Local Government Working Group), consider how this will meet the needs of the CDFCP and how best to achieve shared goals.
- Task each Working Group to provide a list of their priorities annually.
- Ensure the membership and efforts of the Working Groups are shared among all partners and supporters.

3.3. Encourage First Nations representation in the Partnership

Actions:

- Invite First Nations to CDFCP webinars and meetings to provide them with an opportunity to learn about the partnership.
- Meet in person with First Nations to:
 - Seek to understand the value of the CDFCP to First Nations
 - Share ideas on benefits of CDFAE conservation and overlap with traditional ecological knowledge, perhaps through joint mapping
 - Invite the inclusion of First Nations knowledge in the post-processing analysis.
- Invite First Nations representation on the Steering Committee.

3.4. Support the work of CDFCP Signatories

Actions:

- Develop an internal communications strategy for regular communications amongst partners.
- Identify the ‘point person(s)’ for information flow (internally and externally).
- Identify specific needs of the partners; help partners to further their CDFAE goals.
- Share the information (spreadsheet) identifying programs and gaps in ecosystem protection.
- Facilitate a peer-to-peer format for exchange of information, capacity building and access to funding.

3.5. Collaborate with other groups working on ecosystem conservation

- Identify potential new partners and encourage their participation in the CDFCP.
- Identify gaps in partner membership (e.g., in geographical regions as well as areas of expertise)
- Share information with similar organizations and partnerships (e.g., South Coast Conservation Partnership) on an ongoing basis.
- Coordinate with region-wide groups (e.g., GOERT) regarding shared interests
- Promote members of CDFCP as mentors for smaller organizations and community groups.
- Contact community organizations working on complementary objectives (e.g., Shawnigan Watershed study and Cedar Watershed Study) and identify opportunities for collaboration.



4. FACILITATE SECUREMENT OF PROTECTED ECOSYSTEMS

Establishing and expanding a system of core protected areas that are specifically managed to protect ecosystem integrity will support the long-term resilience of CDFAE. These protected areas will include publicly-owned lands (e.g., parks and watershed lands), lands owned by conservation organizations, and private lands under conservation covenant or similar legal status.

4.1. Provide advice on land securement

Actions:

Through the Securement Working Group:

- Gather information on the options for land securement including conservation covenants, land donations, eco-gifts, land acquisition, Crown Land securement, leveraging land acquisition, land trades, and other voluntary conservation options.
- Provide advice as needed to support the efforts of government agencies and land trusts to plan for securement and to secure specific CDFAE lands for conservation.
- Provide letters of support for securement efforts that support the ecological integrity of CDFAE.

4.2. Identify options and contacts for funding land securement and stewardship

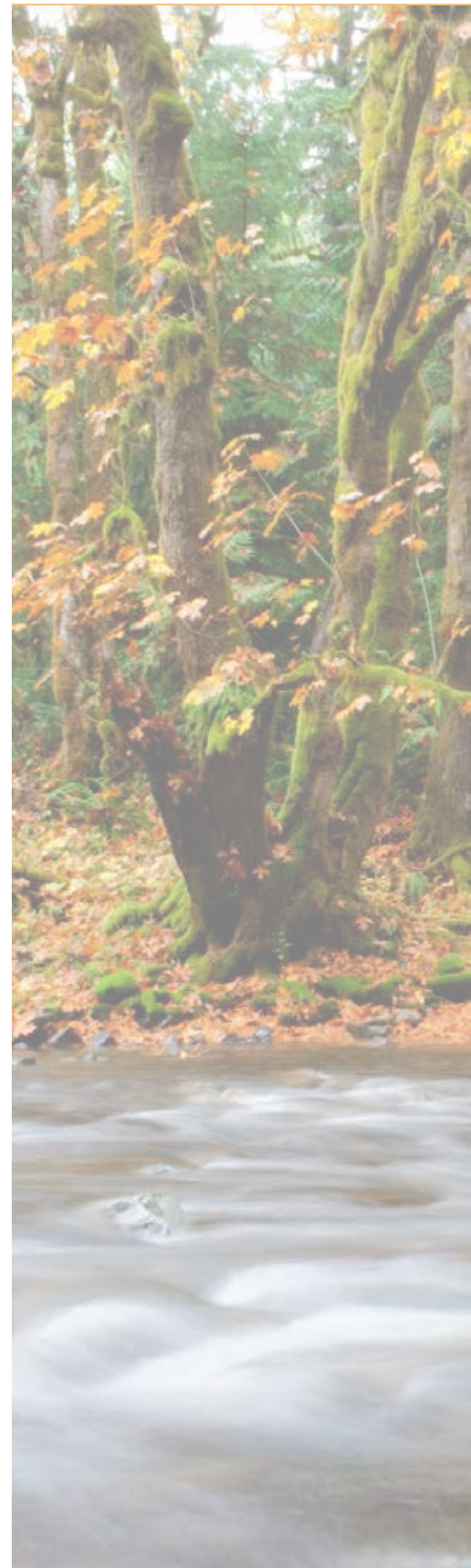
Actions:

- Identify and provide information on financial and other incentives for CDFAE securement and stewardship, e.g., potential carbon offset benefits.
- Provide examples of creative approaches to land securement, such as leveraging, land trades, or acquiring lands for trade.
- Identify contacts for fundraising (funders, fundraising expertise).
- Work with Provincial and regional organizations (e.g., the Land Trust Alliance of BC) to strategically promote funding for land conservation with government, funding agencies, financial advisors, and estate planners.
- Help to develop and advocate for new innovative funding opportunities, as well as encouraging increased funding levels for existing programs.

4.3. Promote and support land securement partnerships

Actions:

- Create venues for conversation about land securement options.
- Clarify roles various partners can play.
- Provide skills mapping for securement partners.
- Look at multi-purpose acquisitions that broaden the scope of conservation constituents, such as farming-conservation, mining-conservation and/or development-conservation.



5. SUPPORT ACTIVE ECOSYSTEM MANAGEMENT

Without active management (stewardship), even protected areas may lose ecosystem integrity. By 2045, it is hoped that protection and stewardship of CDFAE will be an integral component of the plans, policies and management activities of all governmental, private and non-governmental land managers.

5.1. Work with local governments to develop plans, policies and bylaws and incentives that enhance CDF values

Actions:

Through the Local Government Working Group:

- Find examples of practices (e.g., policies, incentives) from B.C. and elsewhere that could be used to enhance CDFAE values; share these with local governments.
- Develop and promote model policies and bylaws.

5.2. Identify and promote opportunities for CDFAE stewardship

Actions:

- Identify incentives (financial and other) for CDFAE stewardship on working landscapes.
- Meet with representatives from the forestry, agriculture and mining sectors to discuss benefits and barriers to CDFAE stewardship.
- Facilitate a peer-to-peer format for exchange of information and capacity building.
- Create a recognition strategy to appreciate good stewardship.

5.3. Identify pilot (case study) lands and land managers where focused management activities would benefit CDFAE on working landscapes

Actions:

- Collaborate with land managers to identify priority lands for active management. – e.g., agriculture, forestry, real estate.
- Initiate pilot projects for stewardship projects that benefit land managers and enhance CDFAE values on working lands.
- Share the lessons from these pilot projects with the CDFCP and others.

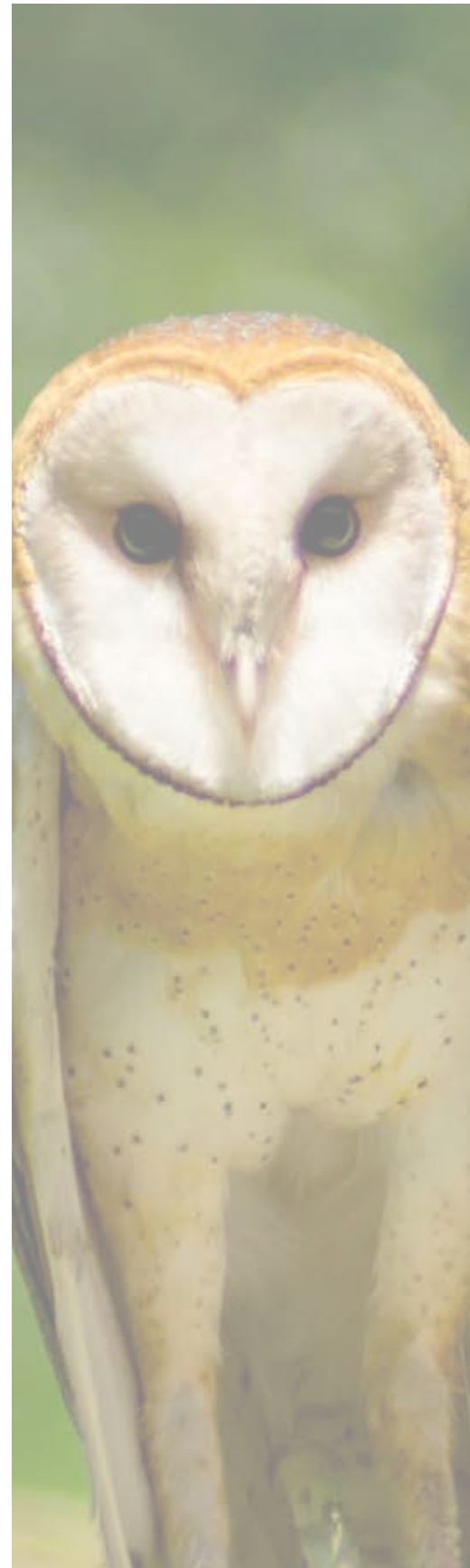


5.4. Work with the resource, developers and real estate sectors to enhance CDF stewardship

Actions:

Through the Resource Sector Working Group, work with the resource sector (including forestry companies, woodlot owners, farmers and mining operators, and real estate sector) to:

- Identify aspects of CDFAE stewardship that enhance operations on working landscapes, and aspects that may create challenges.
- Increase awareness of the impacts of resource extraction activities on CDFAE.
- Explore and promote economic opportunities that are consistent with the CDFAE conservation objectives.
- Seek ways to increase the compatibility of resource activity outcomes with CDFAE conservation objectives.
- Work with the resource sector to integrate CDF values into strategic and operational plans.



APPENDIX A: CORE PRIORITIES

These activities form part of the CDFCP core work, and can be completed through the Steering Committee members and other partners.

1. Provide sound science to support land securement and stewardship

Effective and reliable science, combined with local knowledge, supports decisions that are made using the best available information.

1.1. Provide tools for prioritization of areas for securement and stewardship within the CDF Zone

- Working with UBC and other information providers, use the Marxan tool and analysis to develop landscape-level maps that identify potential conservation priorities.
- Use the Marxan tool and other information to identify high-value conservation areas for discussion with partners.
- Use the Marxan tool and other analysis to identify working landscapes and other lands with high CDF values.
- Develop a methodology for ranking an individual conservation opportunity.

1.2. Assist local governments, conservation groups and First Nations to identify priority areas for securement and stewardship in their jurisdiction

- Requires additional resources to complete, and is dependent on funding availability.

1.3. Provide information on emerging CDFAE threats

- Requires additional resources to complete, and is dependent on funding availability.

1.4. Report annually on conservation outcomes

- Requires additional resources to complete, and is dependent on funding availability.

2. Conduct education and outreach

Increasing public understanding of the importance of healthy Coastal Douglas-fir and associated ecosystems to humans and other species is necessary to create the political and financial support for programs that promote ecological integrity.

2.1. Develop and implement a communications and outreach strategy

- Requires additional resources to complete, and is dependent on funding availability.

2.2. Share success stories

- Requires additional resources to complete, and is dependent on funding availability.

3. Cultivate effective partnerships

3.1. Create and fund a coordinator position

- Hire the coordinator. Refine the existing job description, gather funding to support this position for at least the first two years, and advertise for/hire the coordinator.
- Seek funding for ongoing support for this position.
- Prepare a simple annual update that provides information on achievements, funds expended, in-kind contributions from partners and others, identification of ways members can help, etc.



- Other actions require additional resources to complete, and is dependent on funding availability.

3.2. Create and Support Working Groups

- Requires additional resources to complete, and is dependent on funding availability.

3.3. Encourage First Nations representation in the Partnership

- Invite First Nations representation on the Steering Committee.
- Other actions require additional resources to complete, and is dependent on funding availability.

3.4. Support the work of CDFCP Signatories

- Identify the ‘point person(s)’ for information flow (internally and externally).
- Share the information (spreadsheet) identifying programs and gaps in ecosystem protection.
- Other actions require additional resources to complete, and is dependent on funding availability.

3.5. Collaborate with other groups working on ecosystem conservation

- Identify potential new partners and encourage their participation in the CDFCP.
- Identify gaps in partner membership (e.g., in geographical regions as well as areas of expertise)
- Share information with similar organizations and partnerships (e.g., South Coast Conservation Partnership) on an ongoing basis.
- Other actions require additional resources to complete, and is dependent on funding availability.

4. Facilitate securement of protected ecosystems

Establishing and expanding a system of core protected areas that are specifically managed to protect ecosystem integrity will support the long-term resilience of CDFAE. These protected areas will include publicly-owned lands (e.g., parks and watershed lands), lands owned by conservation organizations, and private lands under conservation covenant or similar legal status.

4.1. Provide advice on land securement

Through the Securement Working Group:

- Provide advice as needed to support the efforts of government agencies and land trusts to plan for securement and to secure specific CDFAE lands for conservation.
- Provide letters of support for securement efforts that support the ecological integrity of CDFAE.



4.2. Identify options and contacts for funding land securement and stewardship

- Work with Provincial and regional organizations (e.g., the Land Trust Alliance of BC) to strategically promote funding for land conservation with government, funding agencies, financial advisors, and estate planners.
- Other actions require additional resources to complete, and is dependent on funding availability.

5. *Support active ecosystem management*

Without active management (stewardship), even protected areas may lose ecosystem integrity. By 2045, it is hoped that protection and stewardship of CDFAE will be an integral component of the plans, policies and management activities of all governmental, private and non-governmental land managers.

5.1. Work with local governments to develop plans, policies and bylaws and incentives that enhance CDF values

Through the Local Government Working Group:

- Find examples of practices (e.g., policies, incentives) from B.C. and elsewhere that could be used to enhance CDFAE values; share these with local governments.
- Other actions require additional resources to complete, and is dependent on funding availability.

5.2. Identify and promote opportunities for CDFAE stewardship

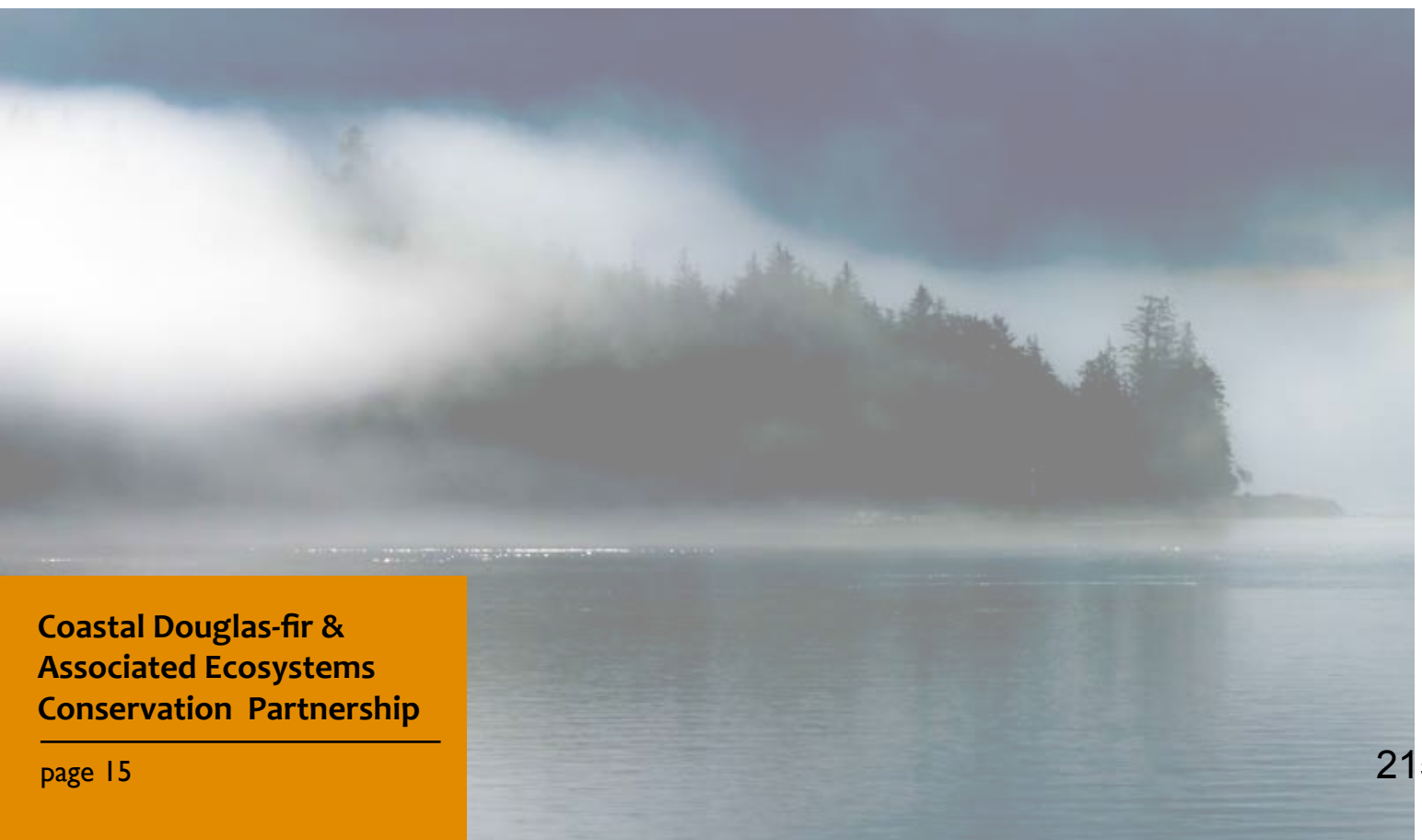
- Requires additional resources to complete, and is dependent on funding availability.

5.3. Identify pilot (case study) lands and land managers where focused management activities would benefit CDFAE on working landscapes

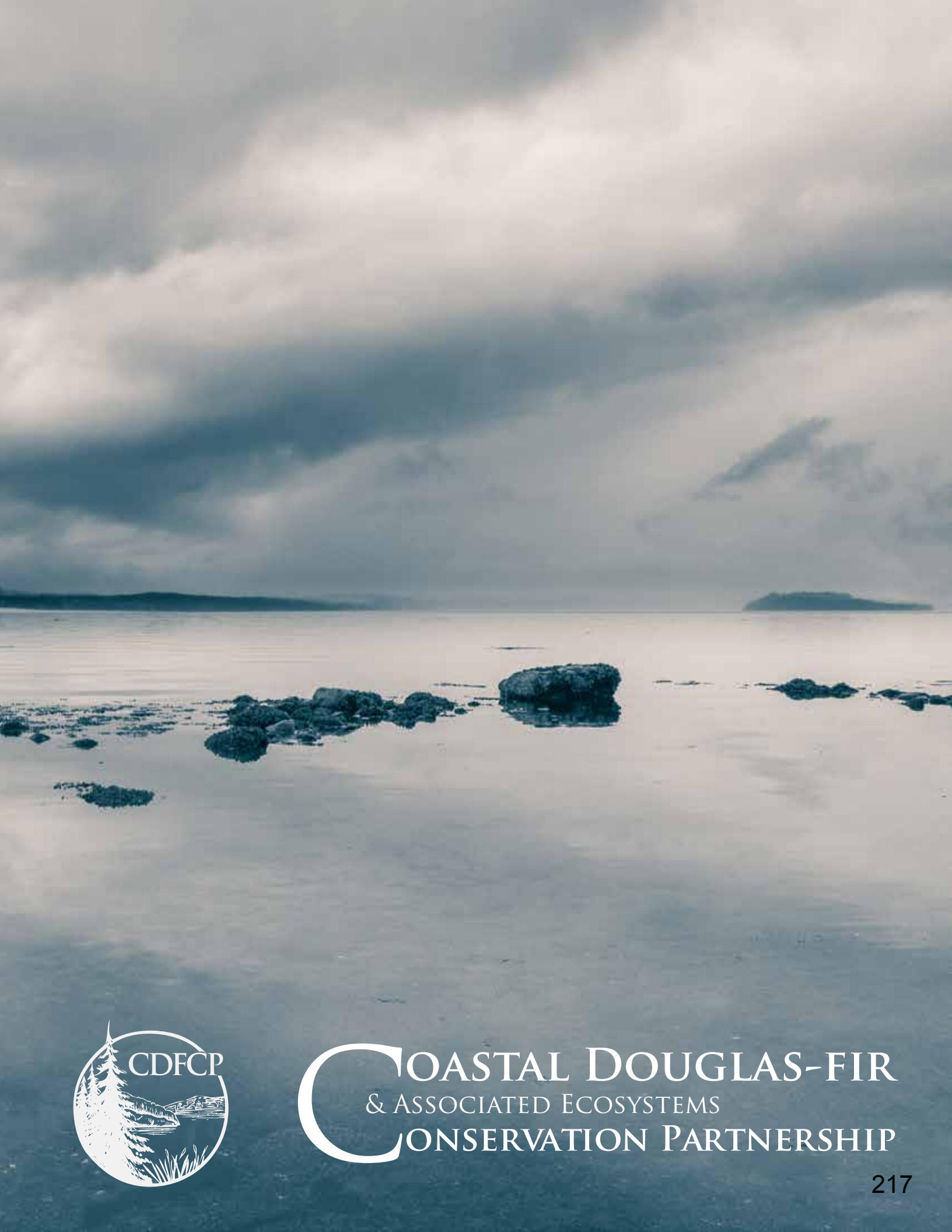
- Requires additional resources to complete, and is dependent on funding availability.

5.4. Work with the resource, developers and real estate sectors to enhance CDF stewardship

- Requires additional resources to complete, and is dependent on funding availability.







COASTAL DOUGLAS-FIR
& ASSOCIATED ECOSYSTEMS
CONSERVATION PARTNERSHIP



Memorandum

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information@islandstrust.bc.ca www.islandstrust.bc.ca

DATE: November 9, 2015

TO: Galiano Island Local Trust Committee

FROM: Lori Foster
Planning Team Assistant

RE: Proposed Galiano Island LTC 2016 Meeting Schedule

Attached with this memo is the proposed Southern Gulf Islands / Galiano Island Local Trust Committee 2016 Meeting Schedule.

It is proposed that LTC meet on the preferred 1st Monday of the month at the South Hall with at least two meetings scheduled for the North Hall, as available, on the following dates: February 1, March 7, April 4, May 2, June 6, July 4, August 29*, October 3, November 7, and December 5.

The following exception is noted to the preferred 1st Monday of the month:

- August 29 instead of September 5 with is a Statutory Holiday.

If the LTC is in agreement with this proposed schedule the LTC may adopt the following resolution:

“THAT the Galiano Island Local Trust Committee proposed 2016 regular business meeting schedule be adopted as presented.

If the LTC requests revisions to the schedule, then the LTC may adopt the amended schedule at the next meeting or by RWM.

pc Robert Kojima

Southern Planning Team DRAFT LTC Regular Meeting Schedule 2016

CHAIR	LB	GG	GG	GG	PL	
Date	Galiano (GL)	Mayne (MA)	North Pender (NP)	Saturna (SA)	South Pender (SP)	Conflict
January	-	25	28	21	-	1, 13, 19, 20, 27
February	1	22*	25	18	16*	3-5, 8, 10, 16, 17, 24, 29
March	7	21*	31++	19 ++	-	2, 9, 16, 14-25, 28, 30
April	4	25	28	21	12	6, 8 – 10, 13, 20, 27
May	2	30	26	21++	-	4, 11, 16, 18, 19, 23, 25, 31
June	6	27	30++	18++	7*	1, 8, 14-16, 21-23, 29
July	4	25	28	21	-	1, 6, 13, 20, 27
August	29*	-	-	-	-	1,3, 10, 17, 22, 24, 25, 31
September	-	12*	22*	8	6*	5, 13-15, 26-30
October	3	17	Tuesday 18*++	20	-	5, 10, 12, 19, 26,
November	7	28	17	24*	8	2, 9, 11, 16, 23, 30
December	5	-	-	-	-	6-8, 14, 21, 26, 27
Frequency:	Monthly (10 per year)	Monthly (10 per year)	Monthly (10 per year)	Monthly (10 per year)	Bi-monthly (5 per year)	
Designated day:	1st Monday	Last Monday	Last Thursday ++Evening Meetings	3 rd Thursday and 3 ++Saturday Meetings	2nd Tuesday	
Start Time:	12:30 pm	1:00 pm	9:45 am	12:30 pm	10:00 am	
Location:	South Hall	Ag Hall	Community Hall	Alternates	Fire Hall	
Total Meetings	10	10	10	9	5	

Rationale for 2016 Draft Schedule

Feb 16 for SP because Feb 9 EC media training scheduled
 Feb 22 instead of Feb 29 for MA because Brian Crumblehulme on TCP
 March 21 instead of March 28 for MA because Stat holiday Easter Monday
 June 7 on SP because Trust Council (TC) is scheduled
 August 29 for GL to fit time between September TC and UBCM
 Sept 6 on SP for TC
 Sept 12 on MA for TC
 Sept 22 for NP because TC is scheduled third Thursday
 October 18 for NP due to September changes and follow through
 Nov 24 for SA because LPC is third Thursday

Key Dates

Stat Holidays	Jan. 1; Feb.8; Mar.25,28; May 23; July 1; Aug.1; Sept.5; Oct.10; Nov.11; Dec.26
LGLA	Feb.3-5
SD (46,68,71,79) Spring Break	Mar.14-29
Trust Council	March 22-24
AVICC	April 8-10
PIBC	May 10-13
Trust Council	June 14-16
LGMA Conference	June 21-23
Trust Council	Sept. 13-15
UBCM	Sept. 26-30
Trust Council	Dec. 6-8

Trustee Conflicts

Busheikin	EC, LPC, FPC, June 23-July 2; Aug.28-Sept.3
Luckham	EC, FPC, TPC, LPC
Crumblehulme	TPC
Brent	FPC, LPC
Masselink	FPC, TPC
Grams	EC, TPC
Harris	FPC
Middleton	LPC
Pottle	LPC
Scholefield	LPC
McConchie	TPC

* [use asterisk to note where a meeting has been rescheduled because of a conflict].

Regular Meeting Scheduling Criteria:

1. Start with *designated day*. Proposals to alter *designated day* should:
 - a. Consider trustee, planner and minute-taker scheduling conflicts
 - b. Avoid Wednesdays (conflicts with staff and EC meeting days)
 - c. Avoid overlapping meetings or agenda deadlines
2. Start times are based on ferry schedules
3. Locations can be altered for specific meetings in the LTC meeting notice based on space availability or preferences to use alternating locations
4. Adjust by a week for statutory holidays (whichever way would result in longest time between meetings)
5. No meetings should be scheduled in first two to three weeks of January (Christmas office closure and cancellations due to weather and power outages)
6. No meetings should be scheduled in August (staff and trustee vacations) (adjust SP and SA meetings to minimize length of time between meetings)
7. No meetings should be scheduled after second week of December (weather, power outages, and Christmas office closure)
8. Adjust meetings to avoid UBCM (3rd week of September – check to confirm), AVICC and LGLA training
9. Adjust meetings to avoid conflicts with Trust Council, EC meetings, Council committee meetings, TFB meetings, and Ballenas-Winchelsea LTC meetings (EC as LTC)
10. Review other team LTC meetings and consider rescheduling where would be a Chair conflict (or arrange for alternate Chair if available)
11. Consider adjusting for Chair preferences (e.g. to schedule or avoid back-to-back meetings)
12. Where LTCs or Planners require additional meetings these should be scheduled based as special meetings (i.e. for projects based on an adopted project charter, public hearings and community information meetings, or due to application load or timing).