



Galiano Island Local Trust Committee

Regular Meeting Agenda

Date: October 10, 2023
Time: 1:00 pm
Location: Galiano South Community Hall
141 Sturdies Bay Road, Galiano Island, BC

	Pages
1. CALL TO ORDER	1:00 PM - 1:20 PM
2. APPROVAL OF AGENDA	
3. TRUSTEE REPORT	
4. CHAIR'S REPORT	
5. ELECTORAL AREA DIRECTOR'S REPORT	
6. TOWN HALL AND QUESTIONS	1:20 PM - 1:50 PM
7. COMMUNITY INFORMATION MEETING - None	
8. PUBLIC HEARING - None	
9. MINUTES	1:50 PM - 2:00 PM
9.1 Local Trust Committee Minutes Dated September 12, 2023 (for Adoption)	3 - 7
9.2 Section 26 Resolutions Without Meeting Report - None	
9.3 Advisory Planning Commission Notes Dated September 7, 2023 (for Receipt)	8 - 8
10. BUSINESS ARISING FROM MINUTES	
10.1 Follow-up Action List Dated Oct 2023	9 - 11
11. DELEGATIONS	
12. CORRESPONDENCE	
<i>Correspondence received concerning current applications or projects is posted to the LTC webpage</i>	
13. MEETING BREAK - COMMUNITY UPDATE	

14.	APPLICATIONS AND REFERRALS	2:00 PM - 3:00 PM	
14.1	GL-DVP-2023.2 (Koster) - Staff Report (attached)		12 - 41
14.2	GL-DVP-2023.3 (McMillan) - Staff Report (attached)		42 - 71
14.3	GL-RZ-2023.1 (Rockafella) - Staff Report (attached)		72 - 89
15.	LOCAL TRUST COMMITTEE PROJECTS		
16.	REPORTS	3:00 PM - 3:10 PM	
16.1	Work Program Reports (attached)		
16.1.1	<u>Active Projects Report Dated Oct 2023</u>		90 - 90
16.1.2	<u>Future Projects Report Dated Oct 2023</u>		91 - 92
16.2	Applications Report Dated Oct 2023 (attached)		93 - 100
16.3	Trustee and Local Expense Report Dated August 2023 (attached)		101 - 101
16.4	Adopted Policies and Standing Resolutions (attached)		102 - 106
16.5	Local Trust Committee Webpage		
16.6	Islands Trust Conservancy Report - None		
17.	NEW BUSINESS	3:10 PM - 3:40 PM	
17.1	DPA Exemption - Legal Opinion Summary		107 - 107
17.2	Notice of Housing Agreement Bylaws - Staff Memo (attached)		108 - 141
18.	UPCOMING MEETINGS		
18.1	Next Regular Meeting Scheduled for November 14, 2023 at the South Community Hall, Galiano Island		
19.	TOWN HALL	3:40 PM - 4:00 PM	
20.	CLOSED MEETING - None		
21.	ADJOURNMENT	4:00 PM - 4:00 PM	

Galiano Island Local Trust Committee Minutes of Regular Meeting

Date: September 12, 2023
Location: Galiano South Community Hall
141 Sturdies Bay Road, Galiano Island, BC

Members Present: Timothy Peterson, Chair
Ben Maberley, Local Trustee
Lisa Gauvreau, Local Trustee

Staff Present: Kim Stockdill, Island Planner
Warren Dingman, Bylaw Compliance and Enforcement Manager, by Zoom
Carly Bilney, Recorder

Others Present: Ken Thomas, Penelakut Tribe Council Member

Approximately fifteen (15) members of the public were present.

1. CALL TO ORDER

Chair Peterson called the meeting to order at 1:00 p.m. He acknowledged that the meeting was held on the territory of the Coast Salish First Nations.

2. APPROVAL OF AGENDA

By general consent, the agenda was approved as presented.

3. TRUSTEE REPORT

Trustee Gauvreau made the following comments in her report:

- Recent workshops led by the Indigenous Perspectives Society focused on building relationships and what was learned will be shared on social media
- Emergency preparedness is now more important than ever as British Columbia experiences its worst forest fire season
- It is time to double efforts to prepare for the next fire season
- Trustee Gauvreau attended her first meeting with the Islands Trust Conservancy in July and Risa Smith was elected Chair

Trustee Maberley made the following comments in his report:

- Trustee Maberley spent the summer on the water and saw a good return of salmon this year

- A recent meeting of the Southern Gulf Islands Forum included discussion on removing bureaucracy related to building codes, considering alternate forms of housing, and topics related to the protection of waterways such as forming a First Nations-led Gulf Islands Port Authority

4. CHAIR'S REPORT

Chair Peterson made the following comments in his report:

- At a recent meeting of the Trust Programs Committee, discussion included fresh water and wildfire preparedness and prevention as potential topics for the next Speakers Series; a call for potential topics has been put out to the public
- Liveboards have proliferated in Ganges where a local community group is seeking to make changes
- The Executive Committee will soon meet to prepare for the Trust Council meeting scheduled for late September
- The Governance Committee recently met and will bring recommendations to Trust Council regarding next steps in long-term strategic and financial corporate planning

5. ELECTORAL AREA DIRECTOR'S REPORT – none

6. TOWN HALL AND QUESTIONS

Town hall was held and the following comments were made:

- The Local Trust Committee (LTC) sought legal advice regarding a land donation to Penelakut Tribe that says the First Nation needs a legally recognized entity in order to receive the land
- Penelakut Councillor Ken Thomas commented on the formation of a Land Committee that Penelakut Tribe is in the final stages of completing
- Support was expressed for GL-DVP-2022.4 (Carrick) on Wise Island

7. COMMUNITY INFORMATION MEETING – None

8. PUBLIC HEARING – None

9. MINUTES

9.1 Galiano Island Local Trust Committee Minutes Dated July 11, 2023

The following amendments to the minutes were presented for consideration:

On page 5 of the agenda package, (page 3 of the July 11, 2023 minutes), the third bullet point under Item 11 – Delegations says: “Reconciliation is essential and needs to be advanced however reconciliation applies to provincial and federal jurisdiction and local governments do not have an obligation to engage with First Nations” - The word “engage” should be changed to “consult.”

By general consent the Galiano Island Local Trust Committee meeting minutes of July 11, 2023 were adopted as amended.

9.2 Section 26 Resolutions Without Meeting Report – None

9.3 Advisory Planning Commission Minutes

Island Planner Stockdill noted that the minutes of the latest Advisory Planning Commission (APC) meeting would be included in the October LTC meeting package and a second APC meeting will be taking place soon.

10. BUSINESS ARISING FROM MINUTES

10.1 Follow-up Action List Dated Sept 2023

Island Planner Stockdill provided updates on the Follow-up Action List. She noted the Executive Committee has approved legal counsel regarding an exemption for groundwater Development Permit Areas, and a summary will be disseminated via the Islands Trust subscriber list.

New Business Item 17.3 – Meeting with Penelakut was added to the agenda.

By general consent, the agenda was approved as amended.

11. DELEGATIONS – none

12. CORRESPONDENCE

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

12.1 Jennifer Margison re Galiano and Tofino's Water Crisis

Received for information.

13. MEETING BREAK – COMMUNITY UPDATE

14. APPLICATIONS AND REFERRALS

14.1 GL-DVP-2022.4 (Carrick) - Staff Report

Island Planner Stockdill reviewed the Staff Report regarding GL-DVP-2022.4. Discussion followed and the following comments were made:

- The Environmental Assessment Report is robust and thorough
- Property owners should consider removing the outhouse
- Wise Island residents have done a good job maintaining an intact forest in the middle of the island
- Recommendations related to Wise Island from the APC will likely be received at the November LTC meeting

GL-2023-52

It was Moved and Seconded,

1. that Galiano Island Local Trust Committee amend GL-DVP-2022.4 by:
 - a. Deleting Section 2(c)vi.
2. that Galiano Island Local Trust Committee approve issuance of Development Variance Permit application GL-DVP-2022.4 (Carrick) as amended.

CARRIED

15. LOCAL TRUST COMMITTEE PROJECTS

16. REPORTS

16.1 Work Program Reports

16.1.1 Active Projects Report Dated Sept 2023

Received for information.

16.1.2 Future Projects Report Dated Sept 2023

Received for information.

16.2 Applications Report Dated Sept 2023

Received for information.

16.3 Trustee and Local Expense Report Dated July 2023

Received for information.

16.4 Adopted Policies and Standing Resolutions

16.5 Local Trust Committee Webpage

16.6 Islands Trust Conservancy Report – None

17. NEW BUSINESS

17.1 Galiano Island Local Trust Committee Bylaw No. 289 - Bylaw Enforcement Notification Amendment – Consideration for Adoption – Staff Report

Bylaw Compliance and Enforcement Manager Dingman reviewed the Staff Report regarding Bylaw No. 289. Trustee Mabberley commented on his opposition to the proposed bylaw and his support for a review of bylaw enforcement.

GL-2023-53

It was Moved and Seconded,

- that Galiano Island Local Trust Committee Bylaw No. 289, cited as “Galiano Island Local Trust Committee Bylaw Enforcement Notification Bylaw No. 228, 2011, Amendment No. 1, 2023” be adopted.

CARRIED

Trustee Mabberley Opposed

17.2 Census Infographics – Briefing

Discussion was held on the information contained within the Census briefing.

17.3 Meeting with the Penelakut

Discussion was held and the following comments were made:

- Island Planner Stockdill and Councillor Thomas would determine suitable dates to schedule a meeting
- Penelakut Tribe is in the midst of finalizing a new committee and related information can be sent to Island Planner Stockdill so the LTC and the new Penelakut committee can meet

18. UPCOMING MEETINGS

18.1 Next Regular Meeting Scheduled for October 10, 2023 at the Galiano South Community Hall, Galiano Island

19. TOWN HALL

Town hall was held and no comments were made.

20. CLOSED MEETING – None

21. ADJOURNMENT

By general consent the meeting was adjourned at 2:08 p.m.

Tim Peterson, Chair

Certified Correct:

Carly Bilney, Recorder

Sept 8, 2023

Hello Island Trustees.

Here is a quick update from the APC regarding request number GL-2023-051

We met on Zoom Thursday, September 7 with representatives from Wise Island and were lucky to have Kim Stockdill from the Planning Department on the call as well.

We spent time comparing current OCP guidelines, Bower island OCP bylaws and discussed suggested bylaw amendments from Wise Island representatives.

We worked on front, side and rear set back lot considerations and focussed on the shoreline for a significant amount of time. We discussed side lot regulations and their relationship to fire risk. After speaking with both fire chiefs, the reduction from 6 m to 3 m side lot is not considered an issue from a fire safety perspective.

Bylaws to address propane tanks, walkways, decks, ramps, docks and solar panels, from both an environmental and aesthetic perspective are under our consideration.

Our next meeting is slated for October 4. At that meeting we will go over recommendations and additional research compiled by the Wise island team and Planner Kim Stockdill.

We hope to solidify recommendations for our local trustees to consider.

In the meantime we would ask that trustees consider suspending bylaw enforcement on Wise Island as per recommendation from the Planning Department.

We are moving towards providing wording for bylaw amendments in a timely fashion.

Many thanks, Patrick Ramsay
Chair, APC

Follow Up Action Report

Galiano Island

14-Mar-2023

Activity	Responsibility	Dates	Status
1 17.1 Staff to request APC to investigate siting and use options in relation to Galiano Island. (ON HOLD)	Kim Stockdill	Target: 07-Apr-2023	In Progress

06-May-2023

Activity	Responsibility	Dates	Status
1 5.1 GL-RZ-2014.1 (Crystal Mountain) - staff to initiate and conduct further consultation with the Penelakut Tribe	Brad Smith Jas Chonk	Target: 20-May-2023	In Progress

09-May-2023

Activity	Responsibility	Dates	Status
1 Groundwater Sustainability Project - Staff to further engage with Penelakut FN, Coast Salish Peoples of Galiano Society, and the Georgeson Family. (IN PROGRESS)	Kim Stockdill	Target: 28-Jul-2023	In Progress

20-Jun-2023

Activity	Responsibility	Dates	Status
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Follow Up Action Report

Galiano Island

20-Jun-2023

Activity	Responsibility	Dates	Status
<p>1 14.3 GL-RZ-2023.1</p> <p>1. Direction for staff to prepare bylaw. LC to create bylaw number and bylaw template. Planner to draft bylaw. At this time, only a LUB amendment bylaw is required.</p> <p>2. Staff to report back with regards to: emergency access, public trails, Groundwater Assessment requirements, access to four properties south of subject property, amenity housing, and consultation options.</p>	<p>Jas Chonk Kim Stockdill</p>	<p>Target: 25-Aug-2023</p>	<p>Completed</p>

11-Jul-2023

Activity	Responsibility	Dates	Status
<p>1 14.1 Staff to proceed with GL-RZ-2021.2 (DL 86). Early engagement letter to be sent to FN and staff to provide further information on road access, beach access, site layout, etc.</p>	<p>Kim Stockdill</p>	<p>Target: 29-Sep-2023</p>	<p>In Progress</p>
<p>2 14.2 Staff to proceed with GL-RZ-2023.2 (DL 85). Early engagement letter to be sent to FN and staff to provide further information on road access, beach access, land transfer (Resource lot?), etc.</p>	<p>Kim Stockdill</p>	<p>Target: 29-Sep-2023</p>	<p>In Progress</p>
<p>3 14.3 Staff to schedule CIM and Public Hearing for GL-RZ-2022.2 (Bylaw Nos. 287 & 288) once Groundwater Assessment is received. CIM & PH tentatively scheduled for November 14, 2023.</p>	<p>Jas Chonk Kim Stockdill</p>	<p>Target: 25-Aug-2023</p>	<p>Completed</p>

Follow Up Action Report

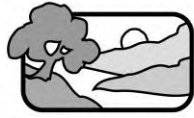
Galiano Island

11-Jul-2023

Activity	Responsibility	Dates	Status
4 16.1 Staff to bring forward staff report for public participation options regarding the work program.	Kim Stockdill	Target: 01-Sep-2023	In Progress
5 Staff to set up meeting with Penelakut FN and the GL LTC to discuss DL 85 and 86, and other rezoning applications.	Kim Stockdill	Target: 22-Sep-2023	In Progress

12-Sep-2023

Activity	Responsibility	Dates	Status
1 9.1 July 11th GL LTC meeting minutes adopted as amended.	Emily Bryant	Target: 22-Sep-2023	Completed
2 Add legal summary (exemption 'p') to October 10th agenda.	Jas Chonk Kim Stockdill	Target: 03-Oct-2023	Completed
3 14.1 GL-DVP-2022.4 - Approved as amended. LC to issue permit, send to applicant and close file.	Jas Chonk	Target: 29-Sep-2023	Completed
4 17.1 BEN Bylaw No. 289 - adopted.	Warren Dingman	Target: 29-Sep-2023	Completed



File No.: GL-DVP-2023.2
x-ref: GL-DP-2023.3

DATE OF MEETING: October 10, 2023
TO: Galiano Island Local Trust Committee
FROM: Charly Caproff, Planner 1
Salt Spring Island Team
COPY: Robert Kojima, Regional Planning Manager
SUBJECT: GL-DVP-2023.2
Applicant: Dave Koster
Location: 18680 Porlier Pass Rd

RECOMMENDATION

- 1. That the Galiano Island Local Trust Committee approve issuance of draft Development Variance Permit application GL-DVP-2023.2 (Koster).**

REPORT SUMMARY

The purpose of this report is for the Galiano Island Local Trust Committee (LTC) to consider development variance permit application GL-DVP-2023.2 which seeks to vary the setback from the interior side lot line and the setback from the natural boundary of the sea to permit the expansion of an existing non-conforming dwelling (“Waterside”) and an existing non-conforming cottage (“39 Steps”) within the setbacks.

There are two dwellings and one cottage on the property, all of which pre-date zoning. The dwelling that is north of Porlier Pass Road, “North House”, cannot be altered or further expanded as it is considered pre-existing non-conforming and is not included in the application.

A related DP application, described below, was sent to the Director of Planning for review in August 2023 and was approved on September 8, 2023.

RATIONALE FOR VARIANCE

The property owners are seeking a variance to permit the expansion of the two non-conforming buildings. They have supplied a rationale letter which describes their connection to Galiano Island and explains that their growing family requires more functional living space (Attachment 1). They intend to renovate and increase the floor area of two buildings, a dwelling (“Waterside”) and a cottage (“39 Steps”).

The existing floor area for Waterside is 54 m² (585 ft²) and 49 m² (529 ft²) for 39 Steps. The owners intend to increase the floor area of Waterside to 109 m² (1170 ft²) and 39 Steps to 61 m² (657 ft²). Waterside was initially proposed to be 6.27 m (20.6 ft) in height. However, after the owners spoke with the adjacent neighbour regarding concerns about the addition height, they have decided to modify their plans and reduce the height to 5.84 m (19.16 ft).

BACKGROUND

The property, zoned Small Lot Residential (SLR), is a hooked lot located at 18680 Porlier Pass Road and is 0.72 ha (1.79 ac) in area. Waterside and 39 Steps, located on the waterfront section of the property, pre-date zoning as they were constructed in 1969 (Attachment 1). There is an additional dwelling on the property, North House, located north of Porlier Pass Road, which also pre-dates zoning. The owner has supplied a letter demonstrating that Waterside has historically been used independent of North House and therefore can be considered a dwelling. Because Waterside is considered a lawful dwelling and 39 Steps is considered a lawful cottage, their floor areas can be increased. The owners intend to expand both buildings, which requires a Development Variance Permit for any expansion within setbacks. The proposed additions would increase the height of both buildings, but the building footprints are not proposed to increase. The proposed building heights would comply with zoning regulations for dwellings and cottages and the proposed floor area of 39 Steps would comply with the maximum floor area for cottages. The owners do not intend to alter or expand North House. A letter of support for the application was submitted by the long-term renters of North House (Attachment 2). Additional site context can be found as Attachment 3. The plans and site visit photos can be viewed as Attachment 4 and additional details on the proposed floor area increases are described in the Rationale section above.

Waterside is sited within the following Development Permit Areas (DPA): Steep Slope – Moderate Hazard DPA 7, Sensitive Ecosystems DPA 5, and Shoreline DPA 2. The dwelling is exempted from requiring a DP for DPA 7 – Steep Slope Moderate Hazard. The DP application, GL-DP-2023.3, was supported as a qualified professional has provided a report, substantively meets the objectives of DPA 2 and DPA 5, and all relevant recommendations of the professional report were incorporated into the conditions of the proposed Development Permit (DP).

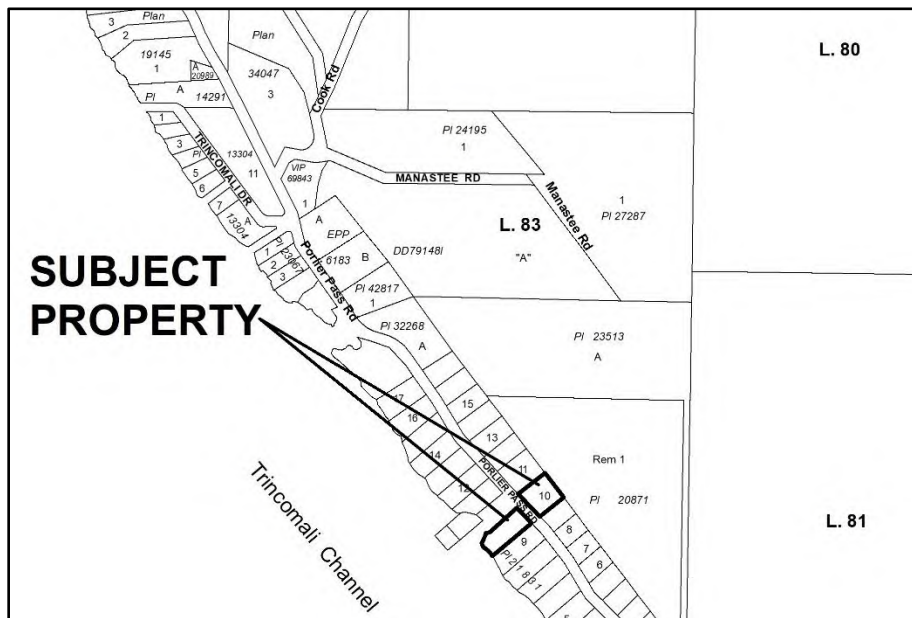


Figure 1 – Subject Property

ANALYSIS

Policy/Regulatory

Section 498 of the *Local Government Act* enables the Local Trust Committee to issue (approve) a DVP in order to vary a siting regulation in the LUB. A DVP may not be used to vary density or land use. In this case, a variance to a siting regulation is being sought.

Official Community Plan (OCP)

The property is designated Small Lot Residential (SLR) in the Galiano Island OCP. The property density is greater than what Small Lot Residential policy 1.3(b) allows, as the property has two dwellings and one cottage. However as discussed in the Rationale and Background sections, all buildings pre-date zoning regulations and no alterations or increase in floor area are proposed for the non-conforming dwelling (“North House”).

The dwelling (“Waterside”) is within the following DPAs: Steep Slope – Moderate Hazard DPA 7, Sensitive Ecosystems DPA 5, and Shoreline DPA 2. GL-DP-2023.3 was approved for issuance by the Director of Planning on September 8, 2023 (Attachment 5).

This DPA includes Woodland Ecosystems, which are shown on Galiano Sensitive Ecosystem Mapping as being located where Waterside is sited:



Fig. 3 – Woodland Sensitive Ecosystem

Land Use Bylaw (LUB)

Subsection 5.3.8.2 of the LUB states that buildings and structures must be sited at least 6 metres (19.68 feet) from each interior side lot line. In this case, the dwelling (“Waterside”) is sited within 1.45 metres (4.75 feet) of the interior side lot line and the cottage (“39 Steps”) is sited within 0.70 metres (2.30 feet) of the interior side lot line.

Subsection 2.14 of the LUB states that buildings and structures must be sited at least 7.5 metres (24.6 feet) from the natural boundary of the sea. In this case, the dwelling (“Waterside”) is sited within 0.70 metres (2.30 feet) of the natural boundary of the sea.

Potential impacts of granting to variance

Granting a variance can potentially create an expectation in the community with regard to future applications. As variances consider the unique circumstances pertaining to a particular situation that may warrant the relaxation of a specific zoning regulation, each application should be evaluated on its own merits. In this case, the Waterside and 39 Steps are in a well vegetated area and currently do not negatively impact neighbouring property views. The buildings pre-date land use regulations, which includes siting.

Following a conversation with the adjacent neighbour, the owners have revised their plans, reducing the proposed height of “Waterside” from 6.27 metres (20.6 feet) to 5.84 m (19.16 feet). The proposed height complies with the LUB, which under subsection 5.3.7 allows for a dwelling up to 9.0 m in height in the SLR zone. The proposed building height for the cottage (“39 Steps”) is 5.91 metres (19.40 feet), in compliance with subsection 2.5 of the LUB, which allows for a cottage up to 9.0 metres (29.5 feet) in height.

As per subsection 2.9 of the Galiano Island Land Use Bylaw (LUB) No. 127, the floor area of a cottage must not exceed 80 m² (861.1 ft²). The proposed alteration and addition to the cottage (“39 Steps”) would comply with this regulation as the proposed floor area is 61 m² (657 ft²). There is no maximum floor area for dwellings in the SLR zone.

As has been previously stated, the property exceeds the allowable density. The buildings pre-date the LUB – with the supporting documentation, Waterside is considered a dwelling and 39 Steps is considered a cottage. The additional dwelling North House is considered pre-existing non-conforming and cannot be altered or expanded.

Circulation

DVP notices were recirculated to surrounding property owners and residents on September 18th, 2023. The notification period will end September 29th, 2023. Notices were recirculated as the plans were modified. The notice and draft permit can be found as Attachment 6 and 7. At the time of writing, one submission has been received from a neighbour regarding the proposed variance. In the letter the neighbour states that they would prefer a flat roof design instead of a peaked roof for Waterside (Attachment 8). Another phone call was received from a non-adjacent property owner wanting to know more information about the application and notification process. Any submissions received after the agenda is published will be sent to the LTC prior to the October 10th meeting and will be raised by the planner at that meeting.

First Nations

Staff have conducted desktop review that indicates there is archaeological potential on the property and an archaeological site in proximity to the property. Therefore, land owners should request archaeological site information from the BC Archaeology Branch and be guided by the Islands Trust Chance Find Protocol.

Rationale for Recommendation

The recommendation on page one (1) is supported as the variance is considered to be minor and the impacts would be minimal because there is no building footprint increase proposed for Waterside and 39 Steps, the increases in floor area are modest and comply with current zoning regulations, no alterations or expansion is proposed for the pre-existing non-conforming dwelling (“North House”) on the inland section of the property, and the owner has consulted with the adjacent neighbour and incorporated their feedback into a revised elevation plan.

ALTERNATIVES

The LTC may consider the following alternatives to the staff recommendation:

1. Request further information

The LTC may request further information prior to making a decision. If selecting this alternative, the LTC should describe the specific information needed and the rationale for this request. Recommended wording for the resolution is as follows:

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

2. Deny the application

The LTC may deny the application. If the application is refused the owner may apply to the Board of Variance. Recommended wording for the resolution is as follows:

That the Galiano Island Local Trust Committee refuse application GL-DVP-2023.2 (Koster).

Submitted By:	Charly Caproff, Planner 1	September 6, 2023
Concurrence:	Robert Kojima, Regional Planning Manager	September 7, 2023

ATTACHMENTS

1. Supporting letters from owners
2. Letter of support from North House renters
3. Site Context
4. Maps, Plans, Photographs
5. Issued Permit GL-DP-2023.3 (Koster)
6. Notice
7. Draft Permit GL-DVP-2023.2 (Koster)
8. Correspondence

Dave Koster

From: Philippa Lyons <[REDACTED]>
Sent: Wednesday, February 1, 2023 9:09 PM
To: Dave Koster
Subject: Fw: letters

Hi Dave,

Please see below. With regard to the square footage we believe that it is around 1200 sq ft with a partially finished basement.

Philippa

From: [REDACTED]
Sent: March 19, 2021 9:35 PM
To: Philippa Lyons [REDACTED]
Subject: Dear Philippa

To whom it might be concerned.

I confirm that the rear pan abode house belonging to my parents, Ken and Gill Allen, was built sometime after the two cabins, Waterside, and 39 Steps, and was completed by 1970-1971.

Catherine Maneker

From Brin's Boss!!!

From: Cmaneker [REDACTED]

Sent: February 25, 2021 7:53 PM

To: Philippa Lyons [REDACTED] Catherine Maneker [REDACTED]

Subject: Re: Galiano

To Whom it might concern:

Waterside and 39 Steps. Galiano Island.

I am writing to confirm that Waterside was started in 1969 and the house was completed that summer.

The other dwelling, called 39 Steps, was started in 1969 and finished the summer of 1969.

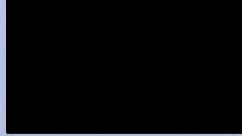
Ken and Gill Allen build Waterside with the help of Ken and Catherine Maneker. Other helpers were friends of Ken and Gill who have since died.

39 Steps was built by Ken and Catherine Maneker in 1969.

Catherine Maneker

Ken Maneker

Catherine and Ken Maneker



June 11 2023

To whom it may concern,

The purpose of this letter is to confirm that Waterside cabin on Galliano was the primary full-time residence of my parents for approximately ten years starting in the early 60s.

Sincerely,



Catherine Maneker

Catherine Maneker

This letter is to accompany the Planning Application for a Development Variance Permit
Lot 10, District Lot 83, Galiano Island, Cowichan District Plan 21831 (PID:003-433-609)

We have been long-term tenants of Christopher and Philippa Lyons and
have been renting the top, rear house for the past fifteen and a half years.

This has been our home for all that time and we love living here. We feel very settled and are a well-
known and respected part of the local and island community.

Rental properties are very rare to find on Galiano and we would not be able to find a home as nice as
this for a similar fair rent.

We would be very disappointed to have to move and would be very financially distressed if Chris and
Philippa had to consider selling because they were not allowed to renovate their cabins in a way that
works for their family, which it currently doesn't.

In our opinion, this would be a win-win for all concerned.

Thank you for taking this into consideration.

Sincerely,

Calen and Julie Darnel

ATTACHMENT 3 – SITE CONTEXT

LOCATION

Legal Description	LOT 10, DISTRICT LOT 83, GALIANO ISLAND, COWICHAN DISTRICT, PLAN 21831
PID	003-433-609
Civic Address	18680 PORLIER PASS RD

LAND USE

Current Land Use	Residential
Surrounding Land Use	Residential and Vacation Accommodation

HISTORICAL ACTIVITY



File No.	Purpose
GL-BP-2021.5	File closed – application to alter seasonal cottage into a guest cabin

POLICY/REGULATORY

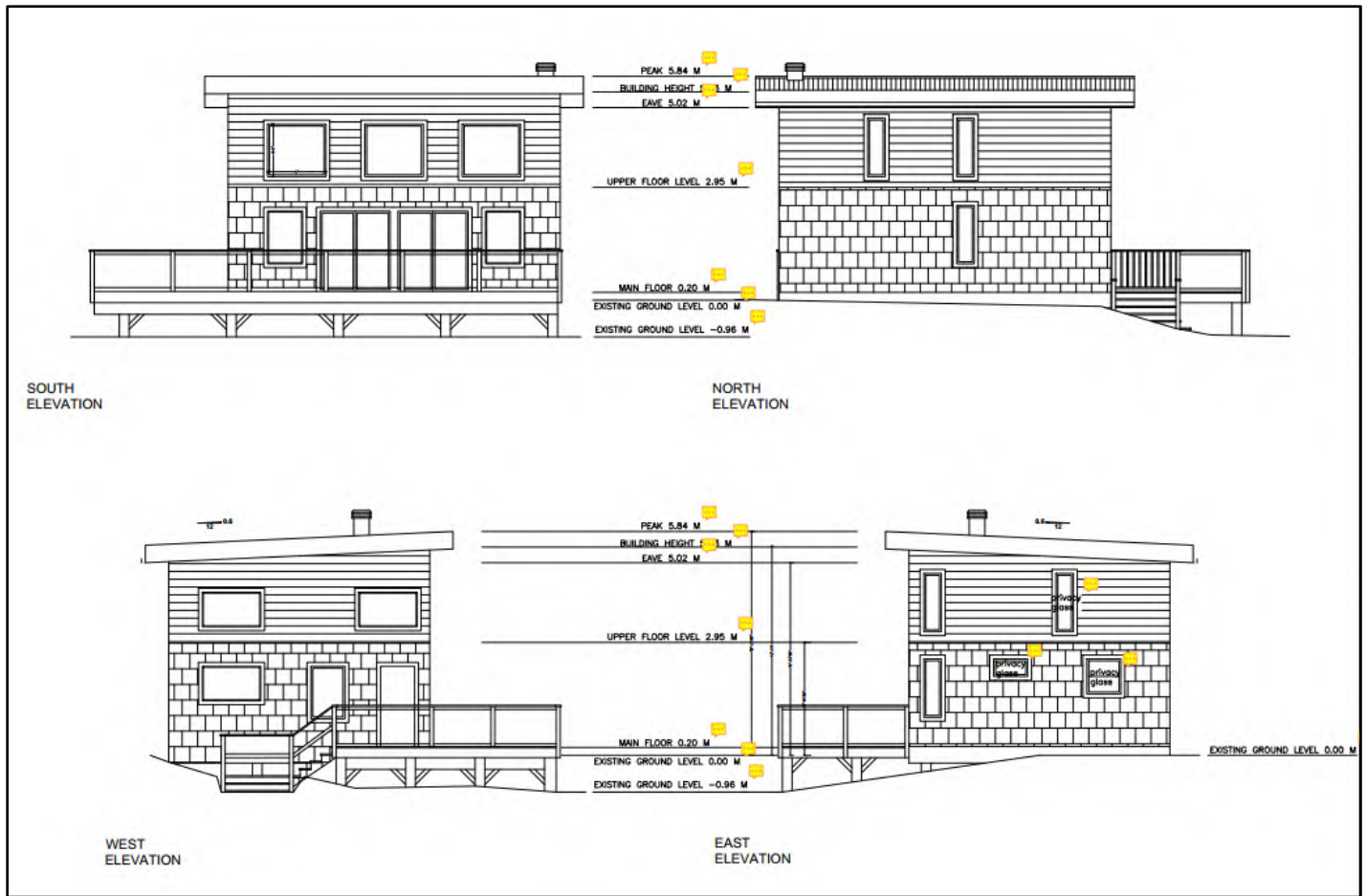
Official Community Plan Designations	The property is designated Small Lot Residential – SLR in the Galiano Island OCP No. 108, 1995 Development Permit Areas on the property include: DPA 2 – Shoreline, DPA 5 – Sensitive Ecosystem, and DPA 7 – Steep Slope Moderate Hazard
Land Use Bylaw	The property is designated Small Lot Residential – SLR in the Galiano Island LUB No. 127, 1999
Other Regulations	
Covenants	N/A
Bylaw Enforcement	

SITE INFLUENCES

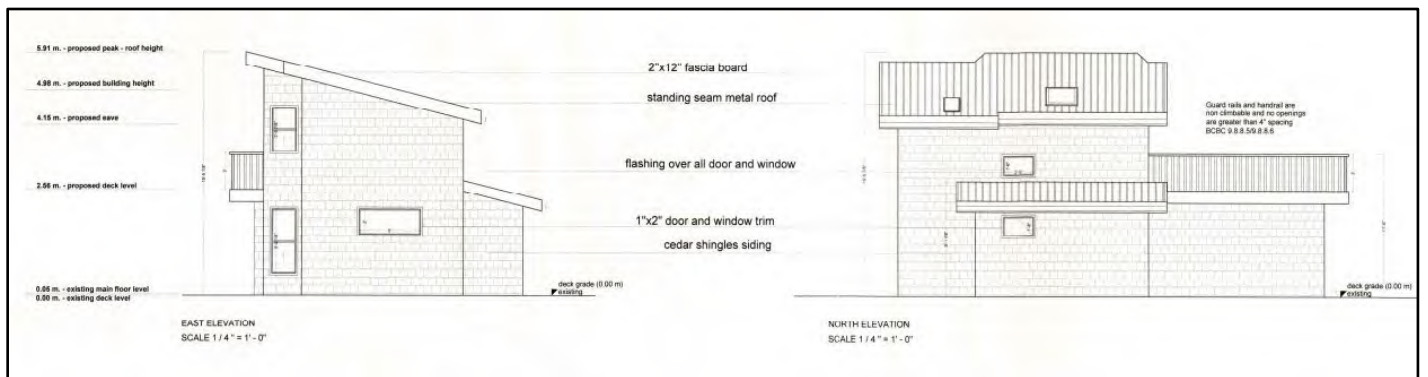
Islands Trust Fund	N/A
Regional Conservation Strategy	No known impacts on RCS.
Species at Risk	N/A
Sensitive Ecosystems	Woodland sensitive ecosystem and mature forest

	
<p>Hazard Areas</p>	<p>Low and moderate risk steep slope</p> 
<p>Archaeological Sites</p>	<p>Registered archaeological site within 100 m. If archaeological material is encountered during development, all work should cease and Archaeology Branch should be contacted immediately as a <i>Heritage Conservation Act</i> permit may be needed before further development is undertaken. This may involve the need to hire a qualified archaeologist to monitor the work.</p>
<p>Climate Change Adaptation and Mitigation</p>	<p>No known impacts.</p>
<p>Shoreline Classification</p>	<p>Rock Shoreline - Sea Cliff</p>
<p>Shoreline Data in TAPIS</p>	<p>N/A</p>

4.3 ELEVATION PLANS



WATERSIDE - PROPOSED

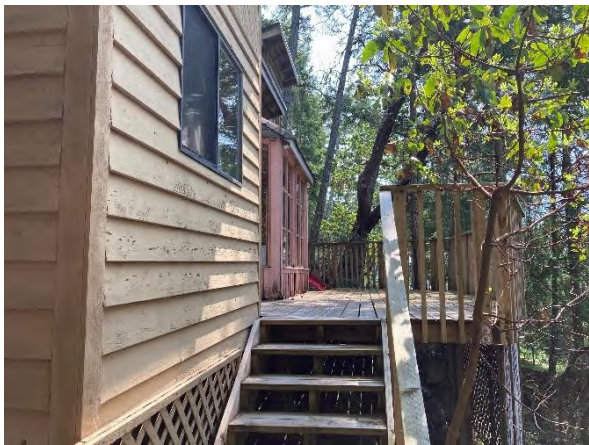


39 STEPS - PROPOSED

4.4 SITE VISIT MAY 18, 2023



WATERSIDE



39 STEPS



NORTH HOUSE



Islands Trust

**GALIANO ISLAND LOCAL TRUST COMMITTEE
DEVELOPMENT PERMIT
GL-DP-2023.3**

To: Christopher Lyons & Philippa Lyons
c/o Dave Koster

1. This Development Permit (the “Permit”) applies to the land described below:

LOT 10, DISTRICT LOT 83, GALIANO ISLAND, COWICHAN DISTRICT, PLAN 21831
(PID: 003-433-609)

2. This Development Permit GL-DP-2023.3 authorizes addition to an existing dwelling within Development Permit Area 2 (DPA 2) – Shoreline and Marine and Development Permit Area 5 (DPA 5) – Sensitive Ecosystems, subject to the following requirements and conditions:

Proposed Re-Construction and Addition to ‘Waterside’

- a) The siting and dimensions of the dwelling shall be substantively consistent with Schedule A attached to and forming part of this permit.
- b) Prior to applying for a building permit with the Capital Regional District (CRD), a geotechnical report prepared by a Geotechnical Engineer (P.Eng.) must be submitted to the Islands Trust confirming that the site is safe for the proposed development activity and use.

Tree Removal, Topping, and DPA Impact Mitigation

- c) Tree removal is restricted to the trees described below, consistent with Schedule B attached to and forming part of this permit:
 - i. One 7 cm diameter Douglas-fir sapling along the north side of the building, labelled as ‘Douglas-fir (7cm dbh)’ on the plan;
 - ii. Two 10 cm and 12 cm diameter Western redcedar saplings adjacent to the southeast side of the deck, labelled as ‘Western redcedars (10cm and 12cm dbh)’ on the plan;
 - iii. One Douglas-fir tree within the existing deck footprint, labelled as ‘Dying Douglas-fir (within deck footprint)’ on the plan;
 - iv. One arbutus tree on the southeast property line, labelled as ‘Arbutus (Ra) – dead standing’ on the plan.
- d) Tree topping is restricted to a Douglas-fir along the southeast property line, labelled as ‘Dying Douglas-fir (Fd1) – top @ 4-5m’ on the plan, consistent with Schedule B attached to and forming part of this permit. The tree must be topped at 4 to 5 m in height rather than cut at the base. This will retain a larger diameter snag (wildlife tree) and contribute valuable habitat to the site.
- e) Temporary high visibility fencing must be installed along the edge of the previously disturbed, compacted area surrounding the dwelling (“Waterside”) prior to commencing any work on the site, consistent with Schedule B attached to and forming part of this permit.
- f) Storage of excavated materials, fill, construction materials, nor entry by workers or vehicles/machinery shall not occur within undisturbed DPA areas.
- g) Temporary high visibility fencing must be installed around trees immediately adjacent to the construction footprint, with a minimum 2 m radius, to protect root systems. Fencing may be removed to allow foot access, only when absolutely necessary.

- h) Soil compaction must be minimized to areas outside of the infrastructure footprint during the demolition and construction phases. Storage of equipment, machinery, excavated and waste material, soil, fill, and construction materials must be contained within the building footprints or in the existing compacted parking and driveway areas.

Construction Impact Mitigation

- i) Demolition materials must be removed immediately from the site. If circumstances arise where temporary storage is required, containers or bins located on the existing compacted driveway and parking area must be used.
- j) Widening or expansion of the existing driveway must not occur within DPA 2 or 5.
- k) Excavation and site preparation must be undertaken during dry weather and not during periods of prolonged, heavy rainfall.
- l) Excavated soil material must be removed immediately from the site if work is being completed during the wet season. If circumstances arise where temporary storage is required, a silt fence (landscape cloth) must be installed along the downslope side of any soils that are exposed or deposited within DPA 2 to prevent erosion and sediment deposition into the marine environment.
- m) Exposed soils must be covered and maintained by means of tarps in good repair and/or hydromulch (without seeds), or if within the development footprint, a clean, compacted rock material such as crush or road base.
- n) The use of machinery and equipment must be restricted to previously disturbed, compacted areas surrounding the dwelling ("Waterside"), consistent with Schedule B attached to and forming part of this permit.
Contractors must inspect their equipment and vehicles to ensure they do not transport invasive plant species seeds onto or off the property. All equipment must be washed prior to arrival. Manual removal of weeds must be performed on a regular basis.
- o) All machinery and equipment must be inspected for leaks prior to operation.
Machinery and equipment must be refuelled offsite or at a designated location on an impermeable surface where spills can be contained. A spill control kit must remain on site for the entire period when machines are being operated.
- p) Outflow from the perimeter drain of the proposed dwelling must not contribute to erosion within DPA 2 and DPA 5.

Monitoring

- q) Monitoring and guidance is to be conducted by a registered professional biologist (R.P.Bio.) to ensure that the recommended mitigation measures herein have been met to the satisfaction of the R.P.Bio.
- r) The monitoring QEP(s) shall prepare and submit to the Islands Trust written confirmation of compliance with all the permit conditions as issued within three months (3) of the development work being completed.

Development Variance Permit – Siting

- s) Prior to construction, the dwelling ("Waterside") must receive a Development Variance Permit for existing siting within the natural boundary of the sea and interior side lot line setbacks. This Permit does not remove any obligation on the part of the permittee to comply with Galiano Island Land Use Bylaw No. 127, 1999 siting regulations.
3. Any further development within designated Development Permit Areas will require a new Development Permit, or a Development Permit Amendment.
 4. The area described herein shall be developed in accordance with the terms, conditions and provisions of this Permit, and any plans and specifications attached to this Permit, which shall form a part thereof.

5. This permit does not relieve the applicant from complying with the provisions of the Galiano Island Land Use Bylaw No. 127, 1999 unless varied by this Permit. As stated in 2.s) above, this Permit does not vary siting regulations – a Development Variance Permit is required.

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.

AUTHORIZED FOR ISSUANCE BY THE DIRECTOR OF PLANNING SERVICES, THIS 8TH DAY OF SEPTEMBER, 2023.



Deputy Secretary, Islands Trust

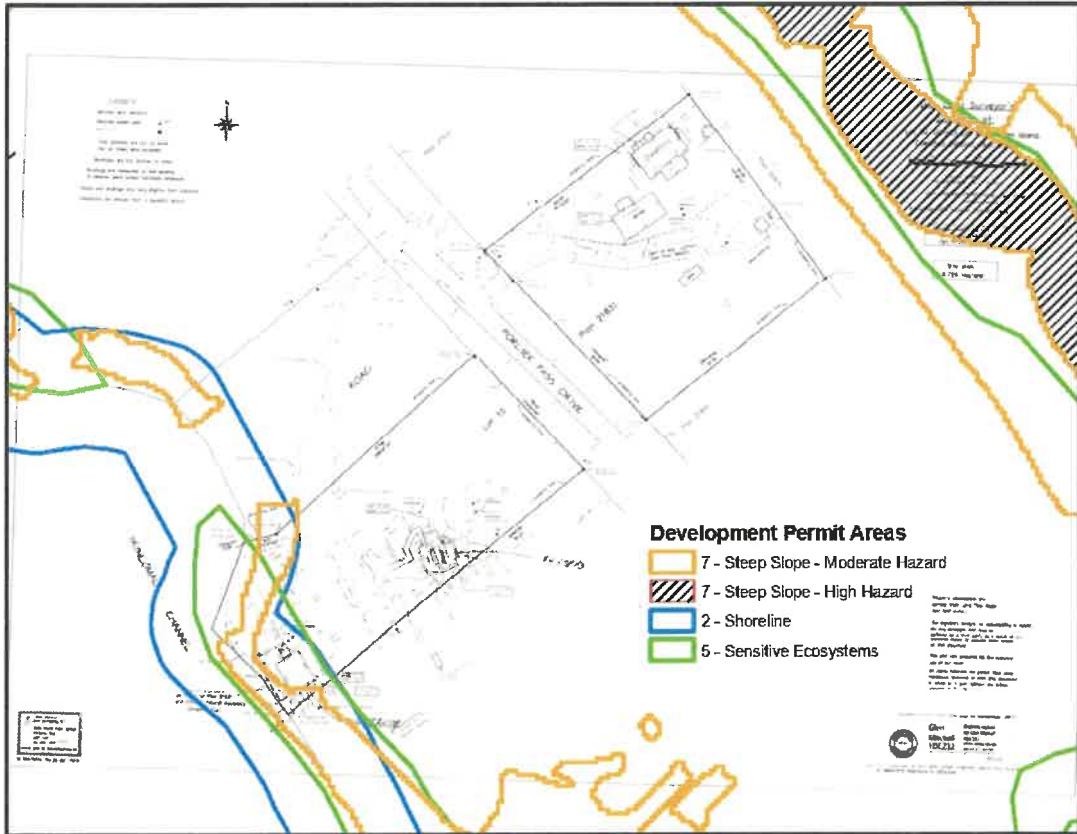
September 13, 2023
Date of Issuance

IF THE DEVELOPMENT DESCRIBED HEREIN IS NOT COMMENCED BY THE 13TH DAY OF SEPTEMBER, 2025, THIS PERMIT AUTOMATICALLY LAPSES.

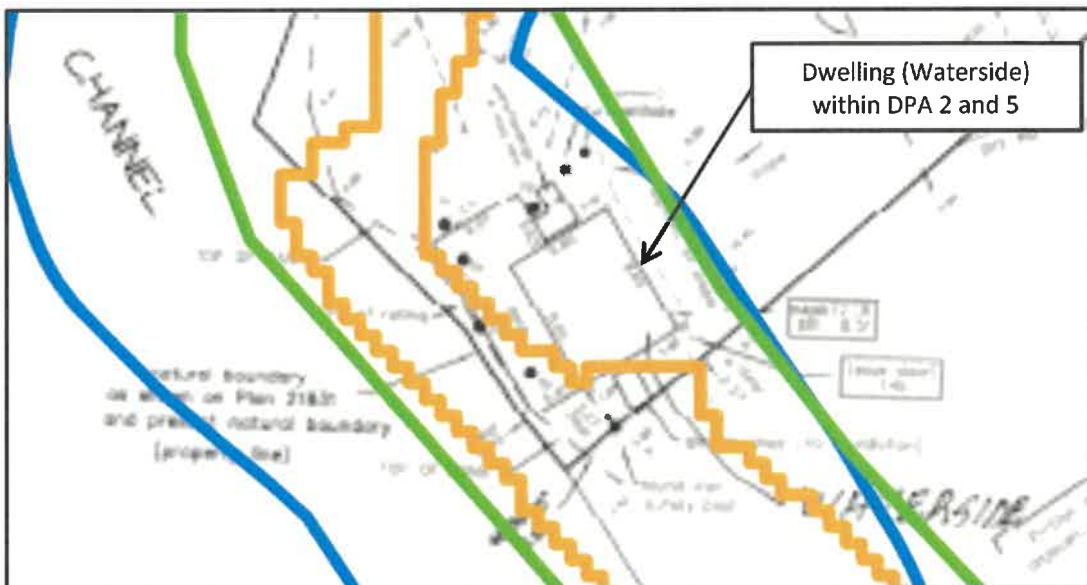
GALIANO ISLAND LOCAL TRUST COMMITTEE

GL-DP-2023.3

SCHEDULE 'A'



Site view of property and DPAs



Partial view of property and DPAs

I hereby certify this to be Schedule A which is attached to and forms part of Development Permit No. GL-DP-2023.3.



Signature of Islands Trust Official

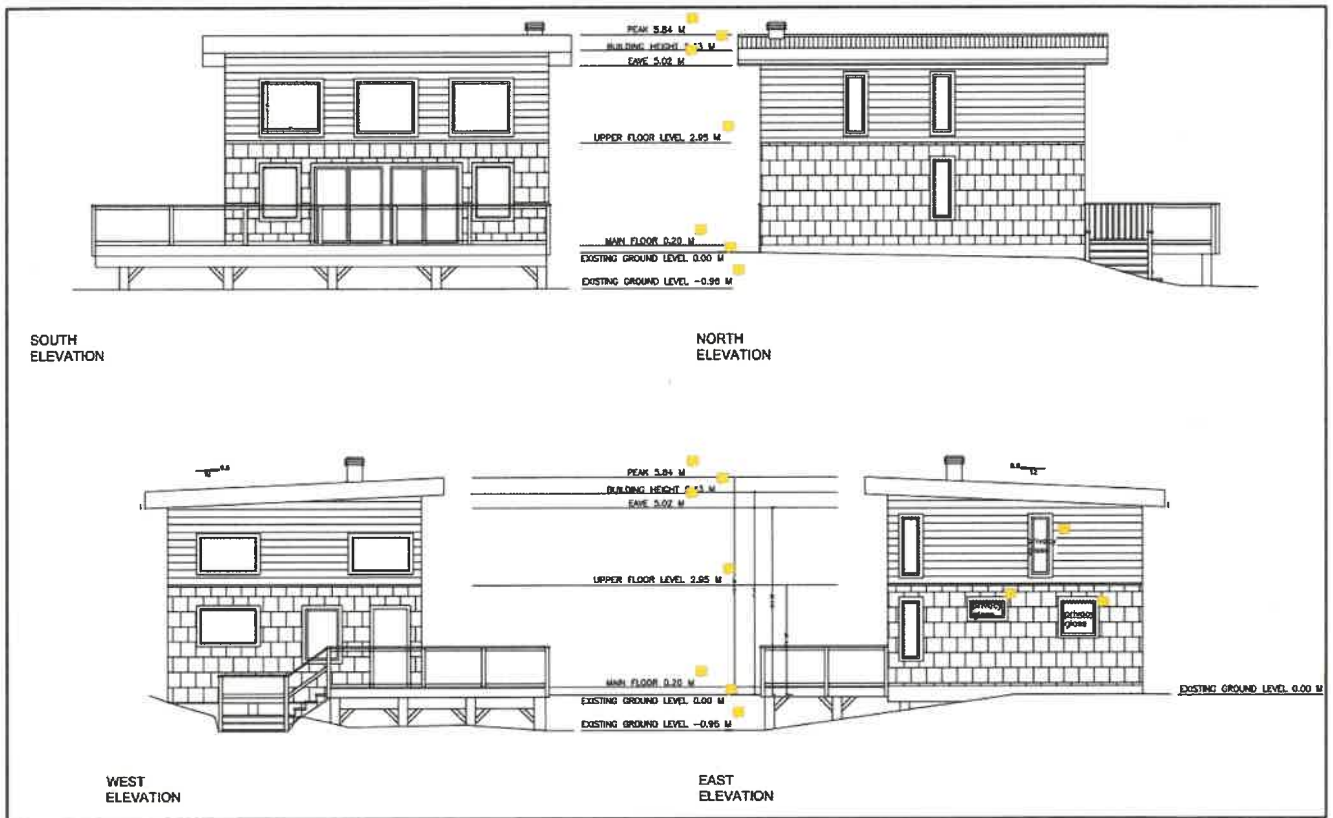
September 13, 2023

Date of Issuance

GALIANO ISLAND LOCAL TRUST COMMITTEE

GL-DP-2023.3

SCHEDULE 'A' Cont.



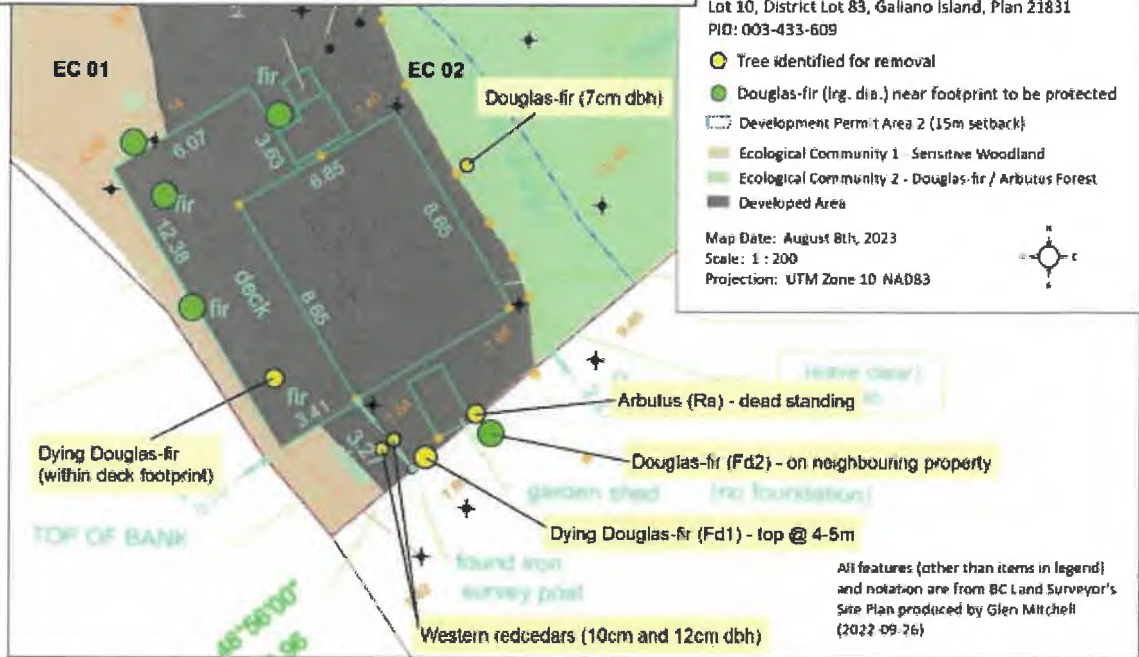
Dwelling Unit - Waterside

GALIANO ISLAND LOCAL TRUST COMMITTEE

GL-DP-2023.3

SCHEDULE 'B'

Map 3: Trees Identified for Removal



I hereby certify this to be Schedule B which is attached to and forms part of Development Permit No. GL-DP-2023.3.

Signature of Islands Trust Official

September 13, 2023

Date of Issuance

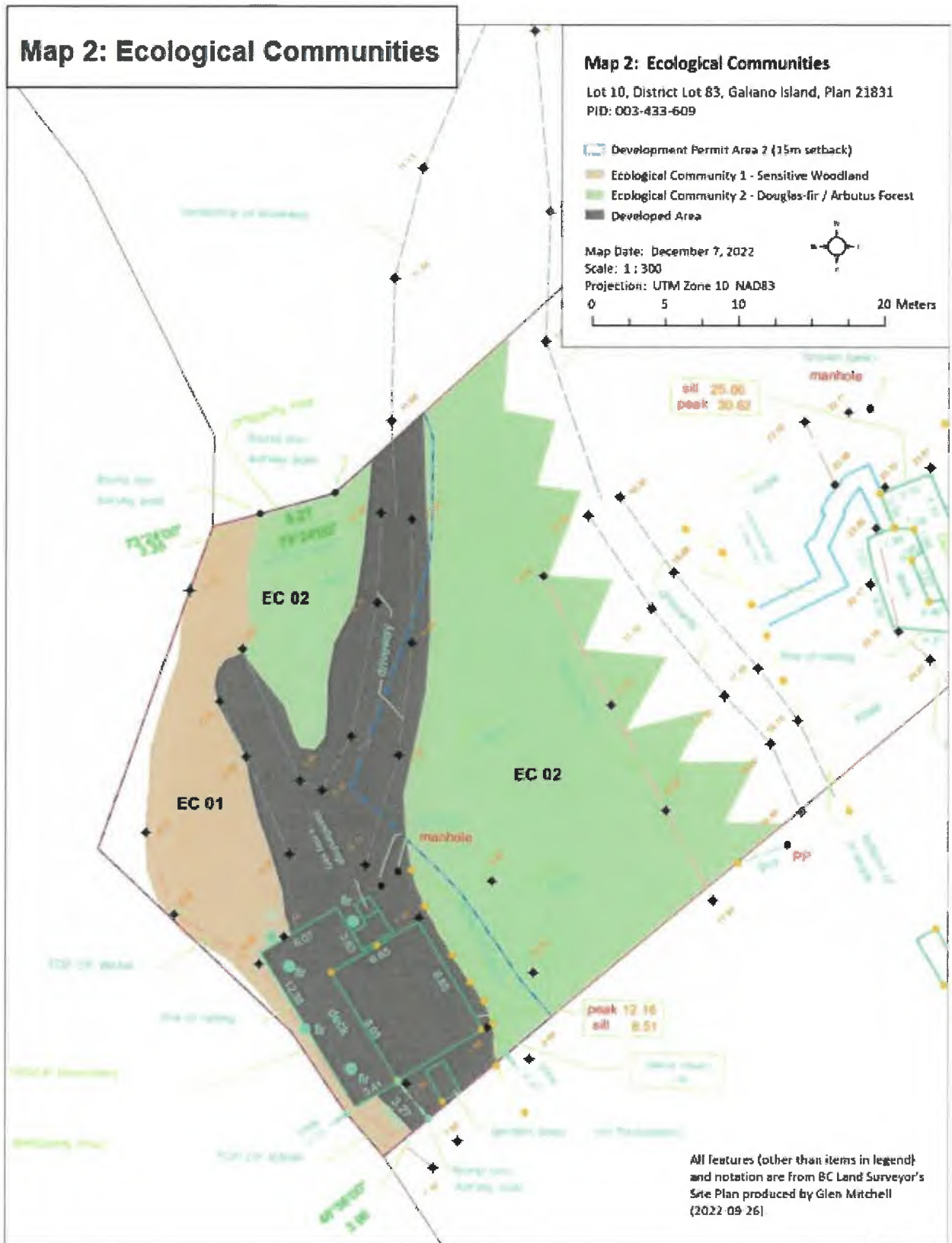
Trees identified for removal and topping. Note: Fd1 is permitted to be topped at 4 to 5 m in height, not removed.



Areas where high visibility fencing should be established

GALIANO ISLAND LOCAL TRUST COMMITTEE
GL-DP-2023.3

SCHEDULE 'B' Cont.



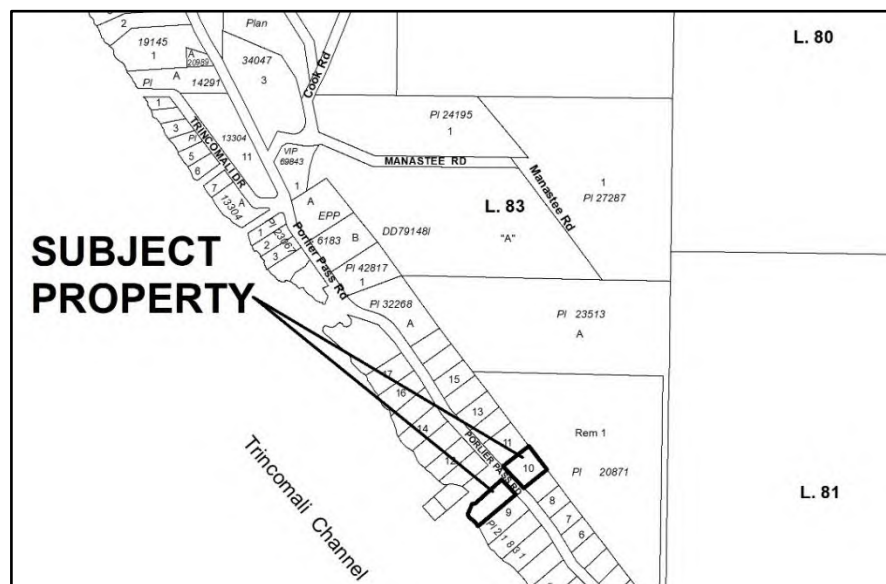
Grey hatching denotes existing developed area that is previously disturbed and compacted

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

- a) Reducing the 6.0 metre setback from the interior side lot line for the existing dwelling (“Waterside”) to 1.45 metres;
- b) Reducing the 6.0 metre setback from each interior side lot line for the existing cottage (“39 Steps”) to 0.70 metres;
- c) Reducing the 7.5 metre setback from the natural boundary of the sea for the existing dwelling (“Waterside”) to 0.70 metres.

The property is located at **18680 Porlier Pass Road** and is legally described as LOT 10, DISTRICT LOT 83, GALIANO ISLAND, COWICHAN DISTRICT, PLAN 21831 (PID: 003-433-609). This application is being recirculated as the plans have been modified.

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 **September 18, 2023** and continuing up to and including **September 29, 2023**.

For the convenience of the public only, and not to satisfy Section 499 (2) (c) of the *Local Government Act*, additional copies of the Proposed Permit may be inspected at various Notice Boards on Galiano Island.

Enquiries or comments should be directed to Charly Caproff, Planner 1 at (250) 538-5602, 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: southinfo@islandstrust.bc.ca before 4:30 pm, **September 29, 2023**.

The Galiano Island Local Trust Committee may consider a resolution allowing for the issuance of the permit during the regular business meeting starting at **1:00 p.m.** on **October 10, 2023** at **Galiano South Community Hall, 141 Sturdies Bay Road, Galiano Island**.

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



PROPOSED

GALIANO ISLAND LOCAL TRUST COMMITTEE DEVELOPMENT VARIANCE PERMIT GL-DVP-2023.2

To: Christopher Lyons and Philippa Lyons
c/o Dave Koster

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

LOT 10, DISTRICT LOT 83, GALIANO ISLAND, COWICHAN DISTRICT, PLAN 21831
(PID: 003-433-609)

2. Galiano Island Land Use Bylaw No. 127, 1999 is varied as follows:

- a) Subsection 5.3.8.2 which states that buildings and structures must be sited at least 6 metres from each interior side lot line is varied to permit the existing dwelling (“Waterside”) within 1.45 metres of the interior side lot line;
- b) Subsection 5.3.8.2 which states that buildings and structures must be sited at least 6 metres from each interior side lot line is varied to permit the existing cottage (“39 Steps”) within 0.70 metres of the interior side lot line;
- c) Subsection 2.14 which states that buildings and structures must be sited at least 7.5 metres from the natural boundary of the sea is varied to permit the existing dwelling (“Waterside”) within 0.70 metres of the natural boundary of the sea.

The development shall be consistent with Schedules ‘A’ and ‘B’ 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 and Ministry of Transportation and Infrastructure.

AUTHORIZING RESOLUTION PASSED BY THE GALIANO ISLAND LOCAL TRUST COMMITTEE THIS ##TH DAY OF [MONTH], [YEAR].

Deputy Secretary, Islands Trust

Date of Issuance

IF THE DEVELOPMENT DESCRIBED HEREIN IS NOT COMMENCED BY THE ##TH DAY OF [MONTH], [YEAR (2 YEARS FROM DATE OF ISSUANCE)] THIS PERMIT AUTOMATICALLY LAPSES.

GALIANO ISLAND LOCAL TRUST COMMITTEE

GL-DVP-2023.2

SCHEDULE 'A'

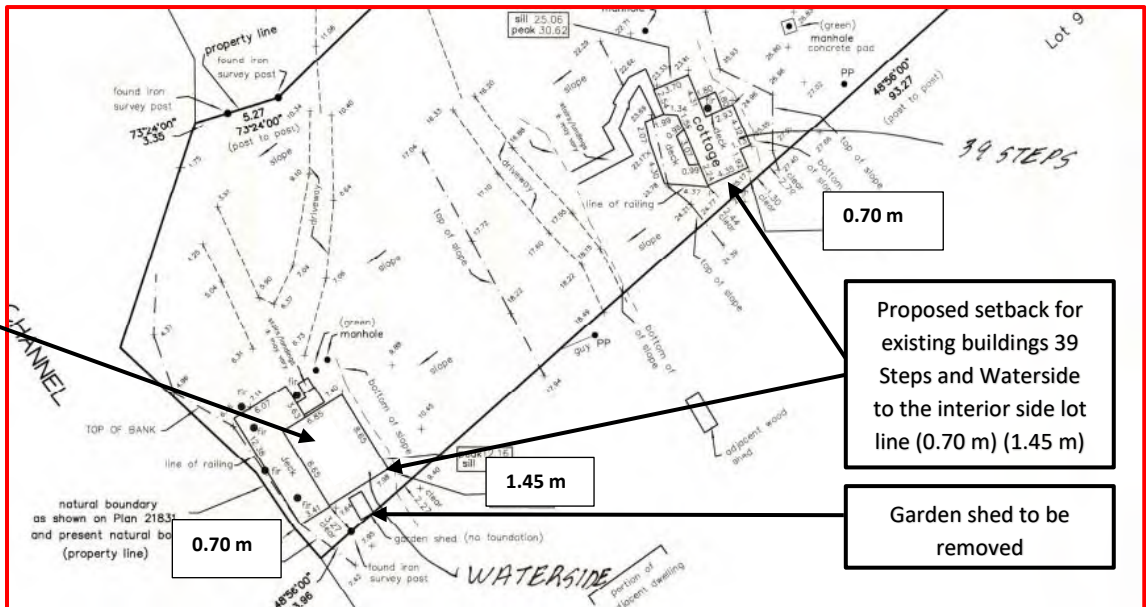
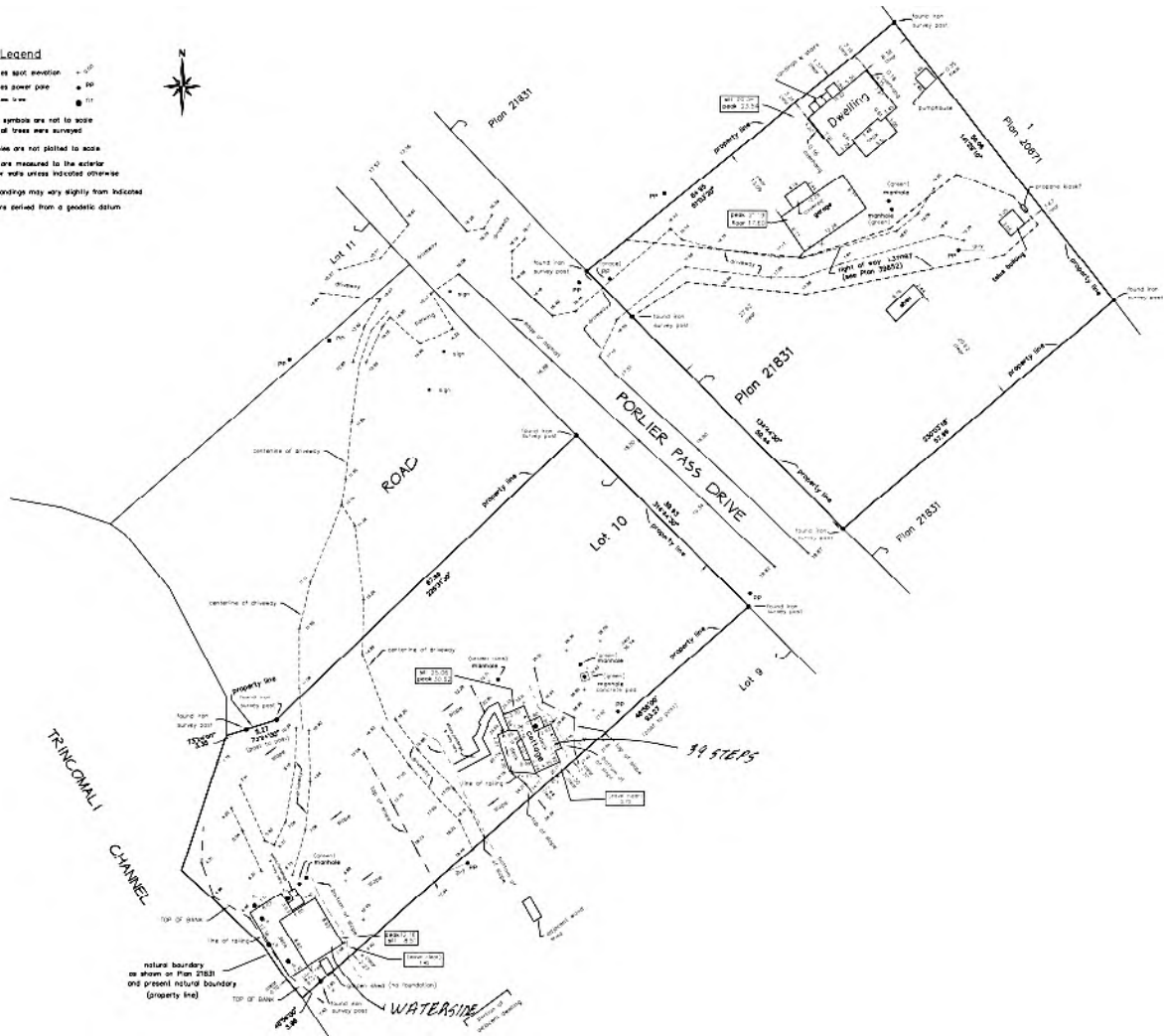
Legend

- spot elevation
- power pole
- water line
- tree
- rhombus
- iron

Tree symbols are not to scale
 not all trees were surveyed

Rhombus are not plotted to scale
 they are measured to the exterior
 other side unless indicated otherwise

Iron symbols may vary slightly from indicated
 as one derived from a geodetic datum



Proposed setback for existing building ("Waterside") from the natural boundary of the sea

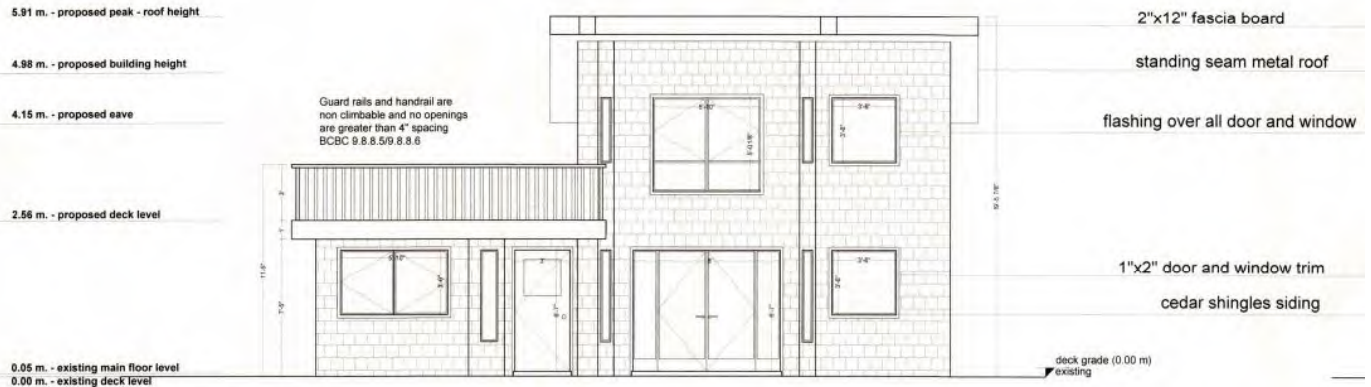
Proposed setback for existing buildings 39 Steps and Waterside to the interior side lot line (0.70 m) (1.45 m)

Garden shed to be removed

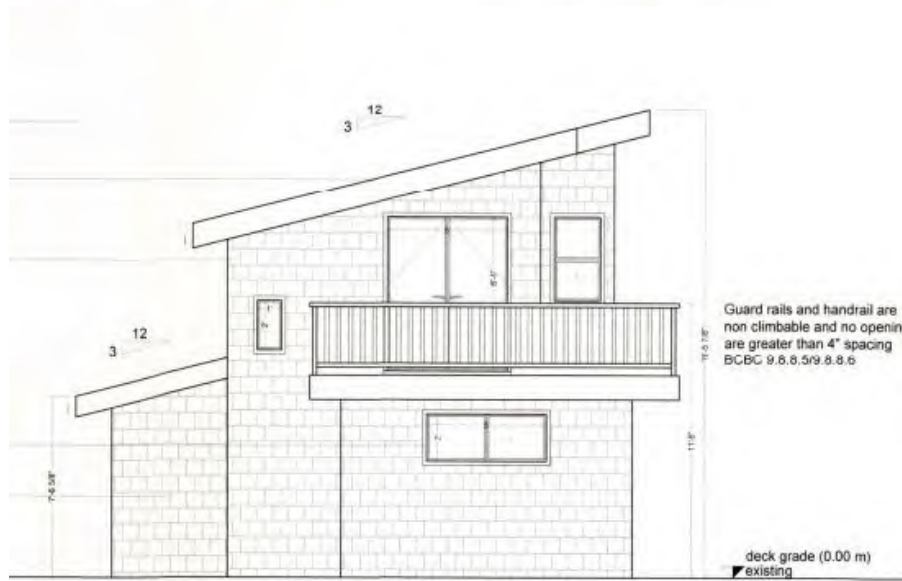
GALIANO ISLAND LOCAL TRUST COMMITTEE

GL-DVP-2023.2

SCHEDULE 'B'



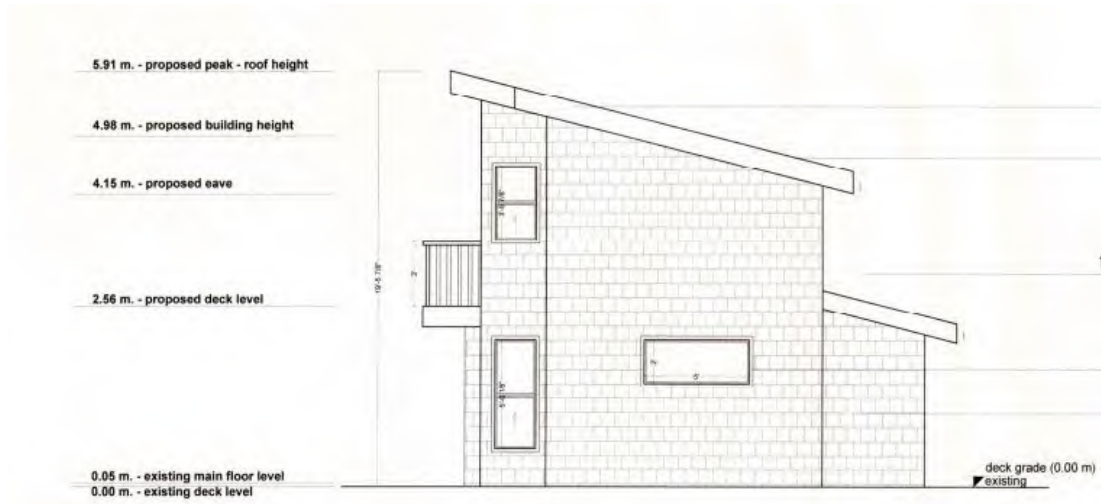
SOUTH ELEVATION
SCALE 1/4" = 1' - 0"



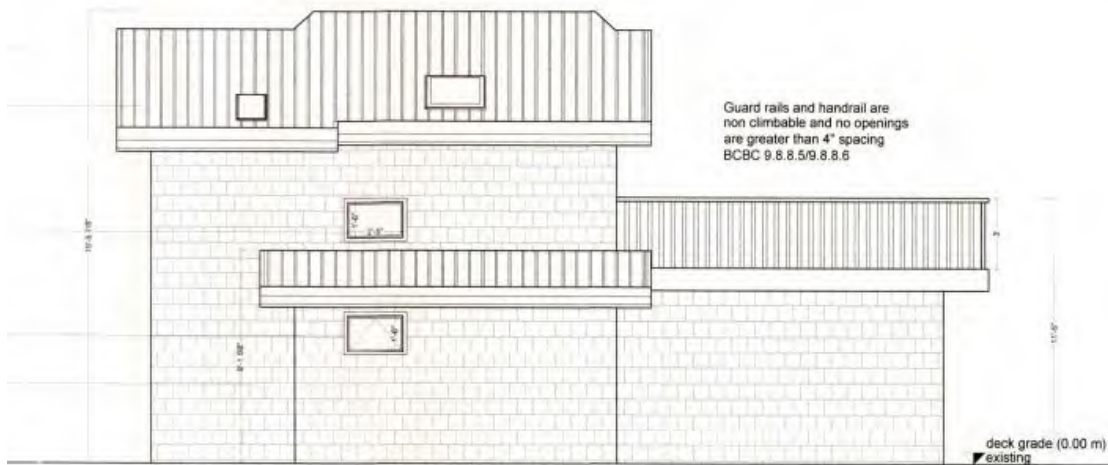
WEST ELEVATION
SCALE 1/4" = 1' - 0"

GALIANO ISLAND LOCAL TRUST COMMITTEE
GL-DVP-2023.2

SCHEDULE 'B' Cont.



EAST ELEVATION
SCALE 1/4" = 1' - 0"

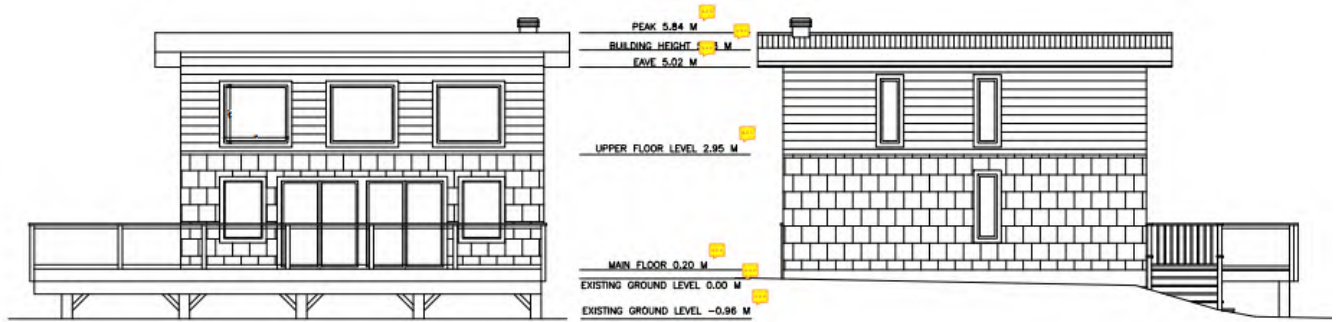


NORTH ELEVATION
SCALE 1/4" = 1' - 0"

39 Steps – Cottage | Peak height: 5.91 m

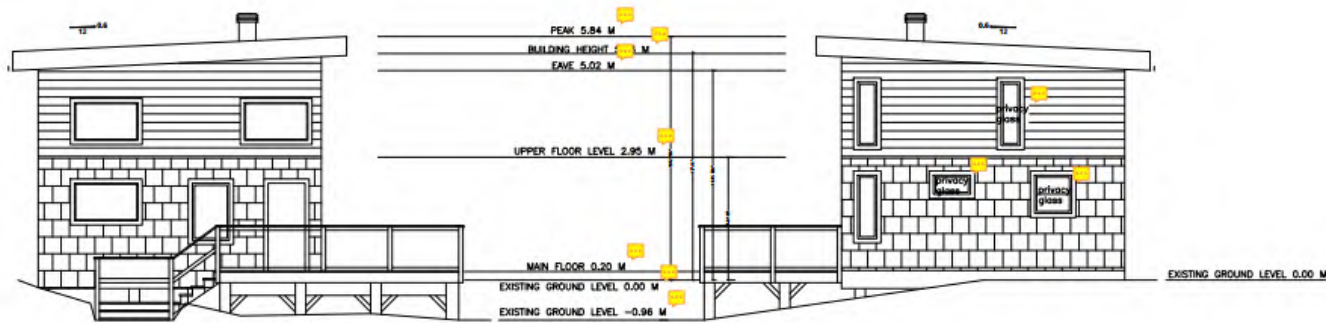
GALIANO ISLAND LOCAL TRUST COMMITTEE
GL-DVP-2023.2

SCHEDULE 'B' Cont.



SOUTH
ELEVATION

NORTH
ELEVATION



WEST
ELEVATION

EAST
ELEVATION

Waterside – Dwelling | Peak height: 5.84 m

From: Ian McSorley <[REDACTED]>
Sent: Friday, September 29, 2023 1:17 PM
To: Emily Bryant <ebryant@islandstrust.bc.ca>
Subject: variance application for 18680 Porlier Pass Road

Hello Emily,

We have reviewed the second variance application for the Lyons' property at 18680 Porlier Pass Road and Charly has explained the apparent peak height discrepancy between it and the first design.

Reducing the crawl space and deck height will make very little difference to the proposed expansion other than increased construction cost. So if this variance has a chance of being approved and clears all other hurdles (DPA, planning, geotechnical, etc.) we prefer the flat roof design over the original peak roof proposal without reducing the crawl space height and lowering the deck.

Sincerely, Ian McSorley

C: [REDACTED]

Ian McSorley
Far & Wide

T: [REDACTED] | [REDACTED] | [REDACTED]



DATE OF MEETING: October 10, 2023

TO: Galiano Island Local Trust Committee

FROM: Bruce Belcher, Planner 1
Southern Team

COPY: Robert Kojima, Regional Planning Manager

SUBJECT: Development Variance Permit Application
Applicant: Chase McMillan
Location: Lot 3, Wise Island

RECOMMENDATION

1. That the Galiano Island Local Trust Committee approve issuance of Development Variance Permit application GL-DVP-2023.3 (McMillan).

REPORT SUMMARY

The purpose of this report is to consider a Development Variance Permit (DVP) to legalize the siting of an existing building, solar panel structure, and deck structure.

BACKGROUND

The DVP application is a result of the new property owners seeking compliance with the current zoning regulations with the intention of applying for a building permit to construct an addition and renovation to the existing dwelling. The Galiano Island Local Trust Committee (LTC) Land Use Bylaw (LUB) No. 127 requires that no building or structure may be located within 7.5 metres of the natural boundary of the sea, and 6.0 metres of the interior side lot line.

In order to achieve compliance, the property owner has applied for a DVP to legalize the siting a dwelling by varying the setback to the interior side lot line from 6.0 metres to 1.42 metres, a solar panel structure by varying the interior side lot line to 2.65 metres, and varying the natural boundary setback from 7.5 metres to 3.6 for the deck and solar panel structures.

These structures within the setbacks are summarized below:

1. Dwelling – The dwelling was built in 1975 without a building permit and is positioned just outside the boundary of the Sensitive Ecosystems Development Permit Area on the property.
2. Deck – The deck was originally constructed along with the dwelling in 1975 and was replaced using the same footprint in 2006. A hot tub was also installed in 2006 along with the deck replacement. Due to the natural contour of the property the deck is sited in the least intrusive location.

3. Solar Panel – The solar panel was erected in 2004 at the edge of the existing deck and was placed to not extend further into the natural boundary setback or interior side lot line beyond the existing deck and dwelling encroachments.

The new owners purchased the property in 2022 and want to legalize the siting of the dwelling, deck, and solar panel so they can seek a building permit for foundation work on the north side of the dwelling to add a work room, a study, and a storage area in the basement. All construction would take place within the dwelling's existing footprint.

The purpose of the application is to comply with the Land Use Bylaw (LUB) in advance of initiating internal renovations and an addition to the dwelling.

The specific variance is to the **interior side lot line** and the **natural boundary setback** provisions of the **Small Lot Residential – SLR** zone in the Galiano Island Land Use Bylaw No. 127, 1999 (LUB).

- a) Article 5.3.8.2 which states that buildings and structures must be sited at least 6.0 metres from any interior side lot line is varied to permit the siting of the existing dwelling within 1.42 metres of the interior side lot line, and the existing solar panel structure within 2.65 metres of the interior side lot line
- b) Article 2.14 which states that buildings and structures must be sited at least 7.5 metres from the natural boundary of the sea is varied to permit the siting of the existing deck and solar panel structure within 3.6 metres of the natural boundary.

The 0.15 ha (0.38 ac) in area subject property is located on Wise Island. The house was constructed in 1975 by a previous property owner.

The draft notice and permit are attached. Staff also conducted a site visit on Aug 31st, 2023.

Figure 1: Subject Property Map

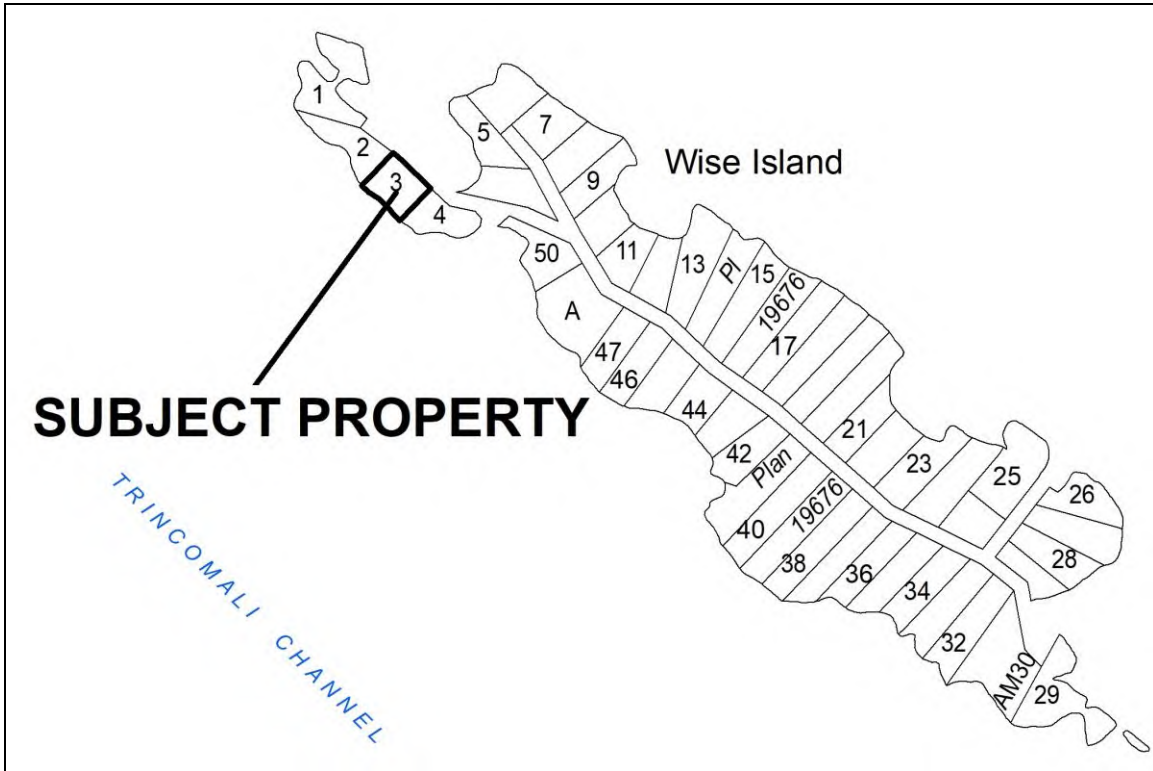
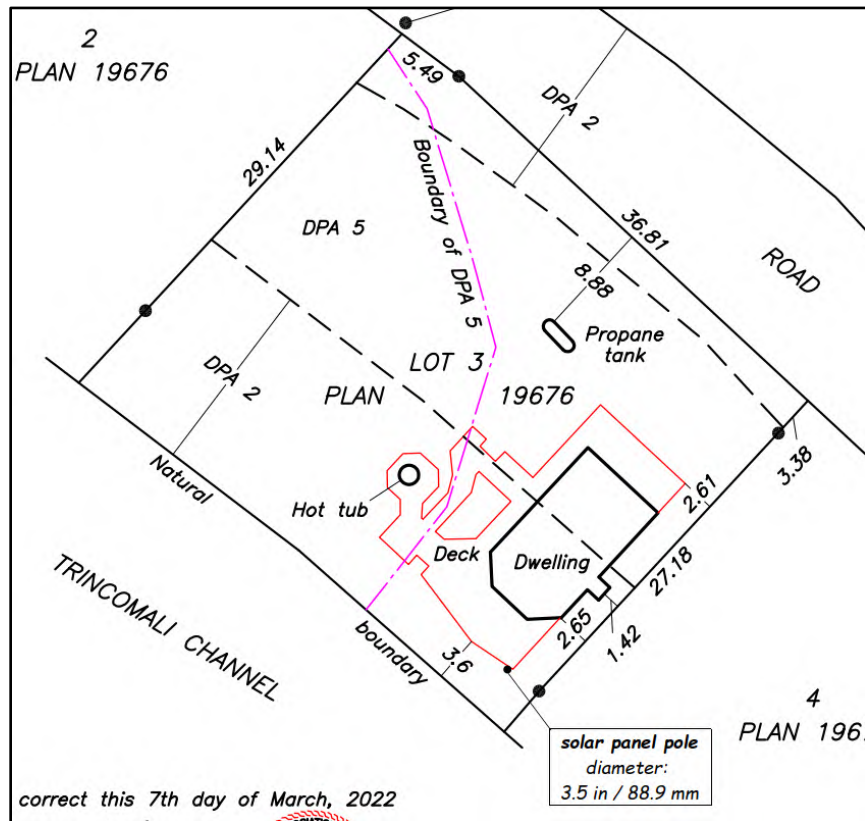


Figure 2: Site Plan



ANALYSIS

Policy/Regulatory

Section 498 of the *Local Government Act* enables the Local Trust Committee to issue (approve) a DVP in order to vary a siting regulation in the LUB. A DVP may not be used to vary density or land use. In this case, a variance to siting regulations is being sought.

Official Community Plan (OCP)

The property is designated Small Lot Residential (SLR) in the Galiano OCP. **DPA 2 – Marine and Shoreline**, is designated on the property and adjacent water area. **DPA 5 – Sensitive Ecosystems** is designated along the western half of the property.

Land Use Bylaw (LUB)

The property is zoned as **Small Lot Residential (SLR)** and the adjacent water area **Marine (M)** in the Galiano LUB. The residential dwelling on the subject property conforms to zoning.

Development Variance Permit

Rationale for variance

The property owner's rationale was received along with their application and is summarized below:

1. Allow the dwelling to remain sited within the 6 metre side lot setback line. The house was built in 1975. This location also allows the dwelling to not encroach into the sensitive ecosystems development permit area.
2. Allow the deck structure to remain within the 7.5 metre natural boundary setback. The new owners understand that the deck was installed at the same time that the house was built, in 1975. The deck was replaced in 2006 using the original footprint. The hot tub was installed at that time. Due to the natural contour of the property, the deck is sited in the least intrusive spot.
3. Allow the solar panel structure to remain within the 6 metre side lot line and natural boundary setback. The owners understand that the solar panel structure was installed in 2004 by previous owners. Solar panels are used as the primary source of power for residents due to the off-grid nature of Wise Island and are located to achieve maximum exposure to the sun. Relocation of the panels would likely require multiple trees to be cut down in order to achieve the same levels of sun exposure elsewhere on the property.
4. The new owners plan to seek a building permit for the property and will need a development variance permit first. Prior to purchasing the property the new owners recognized that the building was not in compliance with Local Trust Committee and CRD bylaws. They are committed to bringing the property's dwelling into compliance. They plan to obtain a building permit to undertake foundation work at the back of the house in order to put in a work room, a study, and a storage area in the basement, all of which will be within the dwelling's existing footprint.

Intent of the regulations being varied

The overall purpose of the setback to the natural boundary of the sea regulation and interior side lot setback is to minimize impacts on adjacent properties and the public realm related to:

- Protection of the natural shoreline environment and sensitive ecosystems.
- Protection of development from natural hazards, particularly with sea level rise and increased storm surges.
- Limiting the visual impact of development on adjacent properties.
- Protection of views, scenic areas and distinctive features contributing to the overall visual quality and scenic value of the Trust Area.
- Maintaining privacy.
- Establishing a consistent development pattern within a local area.
- Public Access.
- Maintaining a rural character.
- Establishing certainty with respect to residential development by maintaining consistent siting regulations. The proposed variance does not challenge the intent of the bylaw regulations.

Potential impacts of granting to variance

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

Circulation

DVP Notices were circulated to surrounding property owners and residents on September 18, 2023. The notification period will end on September 29, 2023.

Nine submissions in support of the application has been received to date (Attachment 4). Any submissions received after the agenda deadline but prior to the LTC meeting will be forwarded to Trustees and the applicant and will be reported at the meeting.

First Nations

The Islands Trust reviews all applications to ensure the preservation and protection of cultural heritage, archaeological sites, and ancestral places. As reviewed, the application is consistent with respect to LTC Standing Resolutions on reconciliation. Notwithstanding, to provide applicants with awareness regarding unknown archaeological areas, staff forwarded the Islands Trust Chance Find Protocol and the provincial Archaeological Branch guidelines on Heritage Act directly to the applicants with the initial application.

Rationale for Recommendation

Staff is recommending that the proposed variance permit be approved in order to bring the existing deck and dwelling within the natural boundary and interior side lot setback into compliance. Rationale for approval are as follows:

- The existing dwelling location within the side lot line setback is reasonable given that construction took place in 1975 and it would be difficult to locate the building elsewhere on the property without impacting the sensitive ecosystems development permit area.

- The existing deck location within the natural boundary of the sea is reasonable given that original construction took place in 1975 and the footprint was not increased when reconstruction took place in 2006.
- Most Wise Island property owners in this area have located solar panels within the setback to the natural boundary of the sea. The siting issues with these structures should be reviewed for all properties on Wise Island rather than just one property.
- Wise Island is an off-grid island with limited energy options. Locating solar panels to optimize sunlight is reasonable.

ALTERNATIVES

The LTC may consider the following alternatives to the staff recommendation:

1. Further amend the permit and approve the permit as amended

The LTC may opt to make amendments to the permit as circulated provided the amendments *do not* allow further encroachments. Recommended wording for the resolution is as follows:

That the Galiano Island Local Trust Committee amend GL-DVP-2023.3 by___; and,

That the Galiano Island Local Trust Committee approve issuance of GL-DVP-2023.3 (McMillan) as amended.

2. Request further information

The LTC may request further information prior to making a decision. If selecting this alternative, the LTC should describe the specific information needed and the rationale for this request. Recommended wording for the resolution is as follows:

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

3. Deny the application

The LTC may deny the application. Recommended wording for the resolution is as follows:

That the Galiano Island Local Trust Committee refuse application GL-DVP-2023.3 (McMillan).

Submitted By:	Bruce Belcher, Planner 1	September 27, 2023
Concurrence:	Robert Kojima, Regional Planning Manager	September 27, 2023

ATTACHMENTS

1. Site Context
2. Maps, Plans, Photographs
3. Correspondence
4. Notice
5. Draft Development Variance Permit

ATTACHMENT 1 – SITE CONTEXT

LOCATION

Legal Description	LOT 3, DISTRICT LOT 6, WISE ISLAND, COWICHAN DISTRICT, PLAN 19676
PID	003-611-001
Civic Address	N/A
Lot Size	0.15 ha (0.38 ac)

LAND USE

Current Land Use	Residential
Surrounding Land Use	Residential and marine.

HISTORICAL ACTIVITY

File No.	Purpose
N/A	N/A

POLICY/REGULATORY

Official Community Plan Designations	Galiano Island OCP No. 108, 1995 – Small Lot Residential (SLR) Development Permit Area 2 – Shoreline and Marine Development Permit Area 5 – Sensitive Ecosystems
Land Use Bylaw	Galiano Island LUB No. 127, 1999: The subject property is zoned Small Lot Residential (SLR)
Other Regulations	N/A
Covenants	There is no covenant registered on the property
Bylaw Enforcement	N/A

SITE INFLUENCES

Islands Trust Conservancy	There are no Conservancy covenants or properties in the direct area; therefore no referral has been made to the Board.
Regional Conservation Strategy	The subject property appears to be within the MEDIUM relative value area for important natural areas in the Galiano Island Local Trust Area.
Species at Risk	N/A
Sensitive Ecosystems	Woodland
Hazard Areas	N/A
Archaeological Sites	Mapping indicates archaeological potential on the 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 <i>Heritage Conservation Act</i> . If such material is encountered during development, all work should cease and Archaeology Branch should be contacted immediately as a <i>Heritage Conservation Act</i> permit may be

	needed before further development is undertaken. This may involve the need to hire a qualified archaeologist to monitor the work.
Climate Change Adaptation and Mitigation	No additional impacts to GHG emissions anticipated as a result of this application.
Shoreline Classification	Rock Shoreline - Low Rock/Boulder
Shoreline Data in TAPIS	N/A

ATTACHMENT 2 – MAPS, PLANS, DRAWINGS, PHOTOGRAPHS

2.1 ORTHOZONING



2.2 DPAs

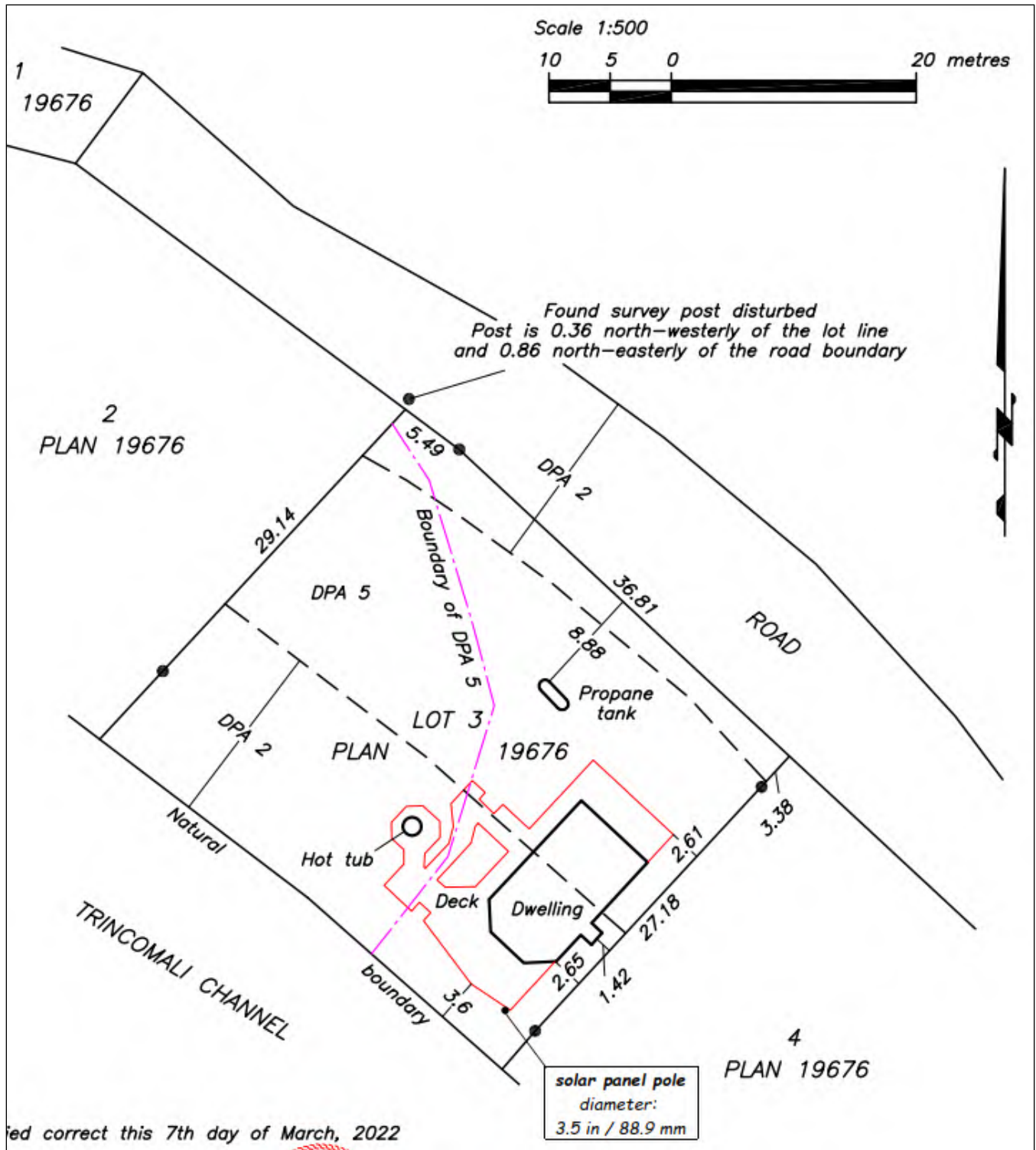




2.3 TWO METRE CONTOURS



2.4 SURVEY PLAN



2.5 PHOTOGRAPHS



LOOKING SOUTHEAST (DWELLING, DECK, SOLAR PANEL)



LOOKING NORTHEAST (DWELLING AND INTERIOR LOT LINE)

2.5 PHOTOGRAPHS (CONTINUED)



LOOKING SOUTHWEST (DWELLING AND INTERIOR LOT LINE)



LOOKING NORTHEAST (DWELLING, DECK, AND INTERIOR LOT LINE)

2.5 PHOTOGRAPHS (CONTINUED)



LOOKING NORTHWEST (DECK AND NATURAL BOUNDARY)



LOOKING SOUTHEAST (DECK AND NATURAL BOUNDARY)

2.5 PHOTOGRAPHS (CONTINUED)



LOOKING NORTHWEST (DECK, SOLAR PANEL, AND NATURAL BOUNDARY)



**LEFT: LOOKING SOUTHEAST (DECK, SOLAR PANEL)
RIGHT: LOOKING SOUTHWEST (DECK, SOLAR PANEL)**

From: **Thomas** <[REDACTED]>
Date: Thu, Aug 24, 2023 at 10:01 PM
Subject: GL-DVP-2023 Lot 3 Wise Island
To: <southinfo@islandtrust.bc.ca>
Cc: [REDACTED]>

I, the owner of [REDACTED] on Wise Island, does not have any objection to the variances of the building and deck set back applied by the owners of lot 3 mainly because the structure in question was placed at the current location over 30 years ago.

I talked to the owner of lot 4 that is impacted the most and he does not have any objection either.

Why has the more recent structure of a large post with two levels of solar panels built in the setback of the natural boundaries not been addressed?

Regards,

Thomas Winkler

From: Ian Carrick <[REDACTED]>
Sent: Monday, August 28, 2023 7:35 AM
To: SouthInfo <SouthInfo@islandstrust.bc.ca>
Subject: Re: GL - DVP-2023.3 - Lot 3 Wise Island

Via Email southinfo@islandstrust.bc.ca

Islands Trust

Attention: Bruce Belcher, Planner

Re: GL - DVP-2023.3 - Lot 3 Wise Island (the "Application")

We are the owners of [REDACTED] on Wise Island.

We write in support of GL - DVP-2023.3 - Lot 3 Wise Island for the Development Variance Permit to allow the existing dwelling to be within the 6 metre side lot set back line, and to allow the deck structure to be within the 7.5 metre natural boundary of the sea.

Thank you for your attention to this matter.

Best regards,

Ian and Rhonda Carrick
[REDACTED] Wise Island

From: Bob Woodham <[REDACTED]>
Sent: Tuesday, August 29, 2023 11:22 AM
To: SouthInfo <SouthInfo@islandstrust.bc.ca>
Cc: Nancy Woodham <[REDACTED]>
Subject: Re: GL - DVP-2023.3 - Lot 3 Wise Island (the "Application")

Attention: Bruce Belcher, Planner

We are the owners of [REDACTED]

We write in support of GL - DVP-2023.3 - Lot 3 Wise Island for the Development Variance Permit to allow the existing dwelling to be within the 6 metre side lot set back line, and to allow the deck structure to be within the 7.5 metre natural boundary of the sea.

Thank you for your attention to this matter.

Best regards,

Nancy J. Woodham and Robert J. Woodham

Owners, [REDACTED]

From: [REDACTED]

Sent: Tuesday, August 29, 2023 9:54 AM

To: SouthInfo <SouthInfo@islandstrust.bc.ca>

Subject: Letter of SUPPORT re: GL - DVP-2023.3 - Lot 3 Wise Island

Via Email southinfo@islandstrust.bc.ca

Islands Trust

Attention: Bruce Belcher, Planner

Re: GL - DVP-2023.3 - Lot 3 Wise Island (the "Application")

As the owner of lot 40 on Wise Island I am writing to **support** GL - DVP-2023.3 - Lot 3 Wise Island Development Variance Permit to allow the existing dwelling to be within the 6 metre side lot set back line, and to allow the deck structure to be within the 7.5 metre natural boundary of the sea.

Thank you for your time and attention to this matter.

Wise Island
Catherine MacPherson
[REDACTED]

From: Annabel Mackenzie <[REDACTED]>
Sent: Saturday, September 23, 2023 2:30 PM
To: SouthInfo <SouthInfo@islandstrust.bc.ca>
Subject: Wise Island Lot 3 - variance letter of support

southinfo@islandstrust.bc.ca

re: GL-DVP-2023.3 support

Attention: Bruce Belcher, Planner

Re: GL - DVP-2023.3 - Lot 3 Wise Island

I am the owner of [REDACTED] on Wise Island.

I wish to support support my neighbours' request for a variance permit:

GL - DVP-2023.3 - Lot 3 Wise Island for the Development Variance Permit to allow the existing dwelling to be within the 6 metre side lot set back line, to allow the deck structure to be within the 7.5 metre natural boundary of the sea, and to legalize the siting of an existing solar panel structure.

Best regards,

Douglas Higgins

Name : Douglas Higgins
Owner : [REDACTED] Wise Island

From: Bob Woodham <[REDACTED]>
Sent: Monday, September 25, 2023 11:46 AM
To: SouthInfo <SouthInfo@islandstrust.bc.ca>
Cc: Nancy Woodham <[REDACTED]>
Subject: Re: GL - DVP-2023.3 - Lot 3 Wise Island (the "Application")

Attention: Bruce Belcher, Planner

We are the owners of [REDACTED] on Wise Island.

We write in support of GL - DVP-2023.3 - Lot 3 Wise Island for the Development Variance Permit to allow the existing dwelling to be within the 6 metre side lot set back line, to legalize the siting of an existing solar panel structure, and to allow the existing deck structure to be within the 7.5 metre natural boundary of the sea,

Thank you for your attention to this matter.

Best regards,

Nancy J. Woodham and Robert J. Woodham

Owners, [REDACTED] Wise Island

From: David Naphtali <[REDACTED]>
Sent: Monday, September 25, 2023 8:32 AM
To: SouthInfo <SouthInfo@islandstrust.bc.ca>
Subject: Lot 3 Wise Island Variance Application

Bruce Belcher,

Bruce, Attached is our letter of support for the adjustment to our neighbour's variance application.

Thank you for your consideration.

David and Marlene Naphtali

From: SouthInfo
Sent: Monday, August 21, 2023 11:19 AM
To: Bruce Belcher
Subject: FW: Attention:-Bruce Belcher Re:-GL-DVP-2023.3-Lot 3 Wise Island

From: Gerri York <[REDACTED]>
Sent: Monday, August 21, 2023 11:17 AM
To: SouthInfo <SouthInfo@islandstrust.bc.ca>
Subject: Attention:-Bruce Belcher Re:-GL-DVP-2023.3-Lot 3 Wise Island

August 21, 2023

Islands' Trust by emailsouthinfo@islandstrust

Attention:- **Bruce Belcher, Planner**

Re:- GL-DVP-2023.3 – Lot 3 Wise Island (the “Application.”)

To Whom it May Concern:-

We are the owners of [REDACTED] on Wise Island.

We write in support of GL-DVP-2023.3 – Lot 3 on Wise Island for the Development Variance Permit to allow the existing dwelling to be within the 6 metre side lot setback line, and to allow the deck structure to be within the 7.5 metre natural boundary of the sea.

Thank you for your attention to this matter.

Kind regards,

John and Gerri York

[REDACTED]

From: Jennifer Irvine <[REDACTED]>
Sent: Tuesday, August 15, 2023 9:02 AM
To: SouthInfo <SouthInfo@islandstrust.bc.ca>
Subject: GL - DVP-2023.3 - Lot 3 Wise Island

Islands Trust

Attention: Bruce Belcher, Planner

Re: GL - DVP-2023.3 - Lot 3 Wise Island (the "Application")

We are the owners of [REDACTED] on Wise Island, [REDACTED]

We write in support of GL - DVP-2023.3 - Lot 3 Wise Island for the Development Variance Permit to allow the existing dwelling to be within the 6 metre side lot set back line, and to allow the deck structure to be within the 7.5 metre natural boundary of the sea.

Thank you for your attention to this matter.

Best regards,

Jennifer Irvine and Mike Elsinga

Name (s):
[REDACTED]

From: SouthInfo
Sent: Monday, August 14, 2023 2:07 PM
To: Bruce Belcher
Subject: FW: GL-DVP-2023.3- lot 3 Wise Island

From: CC Coghill <[REDACTED]>
Sent: Monday, August 14, 2023 2:06 PM
To: SouthInfo <SouthInfo@islandstrust.bc.ca>
Subject: Re: GL-DVP-2023.3- lot 3 Wise Island

Island Trust

Attention Bruce Belcher , Planner

We, Claude and Christa Coghill, are the owners of [REDACTED] on Wise Island.
We write in support of GL-DVP-2023.3 lot 3 Wise Island development variance permit to allow the existing building to be within 6meters of the side lot set back line.
We also allow the existing deck structure to be within the 7.5meters natural boundary line of the sea.

Best regards
Claude and Christa Coghill
[REDACTED]

Sent from my BlackBerry — the most secure mobile device — via the TELUS Network

From: [REDACTED]
Sent: Sunday, August 13, 2023 3:49 PM
To: SouthInfo <SouthInfo@islandstrust.bc.ca>
Subject: Letter of Support re: GL - DVP-2023.3 - Lot 3 Wise Island

Via Email southinfo@islandstrust.bc.ca

Islands Trust

Attention: Bruce Belcher, Planner

Re: GL - DVP-2023.3 - Lot 3 Wise Island (the "Application")

We are the owners of [REDACTED] on Wise Island.

We write in support of GL - DVP-2023.3 - Lot 3 Wise Island for the Development Variance Permit to allow the existing dwelling to be within the 6 metre side lot set back line, and to allow the deck structure to be within the 7.5 metre natural boundary of the sea.

Thank you for your attention to this matter.

Best regards,

Todd Rogers

[REDACTED]

Via Email southinfo@islandstrust.bc.ca

Islands Trust

Attention: Bruce Belcher, Planner

Re: GL - DVP-2023.3 - Lot 3 Wise Island (the "Application")

We are the owners of [REDACTED] on Wise Island, [REDACTED] to Lot 3. We have owned the property for over 30 years and are happy to see the current owners want to maintain their structure in top condition and in its current format.

We write in support of GL - DVP-2023.3 - Lot 3 Wise Island for the Development Variance Permit to allow the existing dwelling to be within the 6 metre side lot setback line, and to allow the deck structure to be within the 7.5 metre natural boundary of the sea.

[REDACTED] is directly beside Lot 3, and the side lot setback variance is contiguous with our property.

Thank you for your attention to this matter.

Best regards,

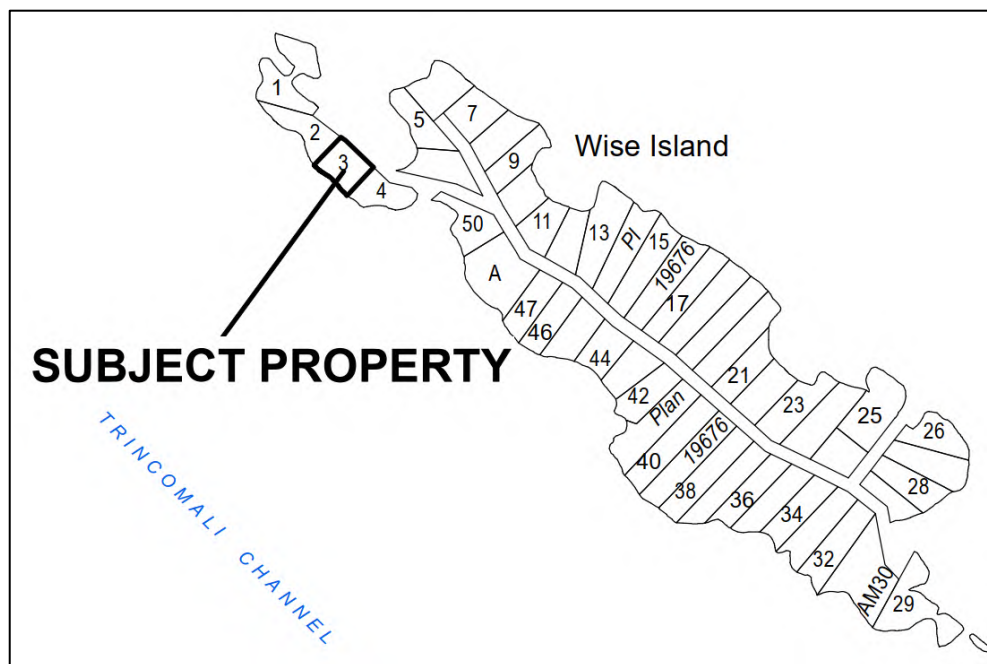
[REDACTED]
David & Marlene Naphtali
[REDACTED]

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

- A variance to the setback from the interior side lot to legalize the siting of an existing single family dwelling.
- A variance to the setback from the interior side lot and natural boundary of the sea to legalize the siting of an existing solar panel structure.
- A variance to the setback from natural boundary of the sea to legalize the siting of an existing deck structure.

The property is legally described as Lot 3, District Lot 6, Wise Island, Cowichan District, Plan 19676 (PID: 003-611-001).

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 **September 18, 2023** and continuing up to and including **September 29, 2023**.

For the convenience of the public only, and not to satisfy Section 499 (2) (c) of the *Local Government Act*, additional copies of the Proposed Permit may be inspected at various Notice Boards on Galiano Island, BC, commencing **September 18, 2023**.

Enquiries or comments should be directed to Bruce Belcher, Planner 1 at (250) 405-5179, 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: southinfo@islandstrust.bc.ca before 4:30 pm, **September 29, 2023**.

The Galiano Island Local Trust Committee may consider a resolution allowing for the issuance of the permit during the regular business meeting starting at **1:00 p.m., October 10, 2023** at **Galiano South Community Hall, 141 Sturdies Bay Road, Galiano Island**.

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



PROPOSED

GALIANO ISLAND LOCAL TRUST COMMITTEE DEVELOPMENT VARIANCE PERMIT GL-DVP-2023.3

To: Allison Boulton & Clark Roberts
c/o Chase McMillan

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

LOT 3, DISTRICT LOT 6, WISE ISLAND, COWICHAN DISTRICT, PLAN 19676
(PID: 003-611-001)

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

- a) Subsection 5.3.8.2 which states that *buildings and structures must be sited at least 6 metres from each interior side lot line* is varied to permit the existing *dwelling* within 1.42 metres of the *interior side lot line* and existing *solar panel structure* within 2.65 metres of the interior side lot line; and,
- b) Subsection 2.14 which states that *buildings and structures must be sited 7.5 metres from the natural boundary of the sea* is varied to permit the existing *deck structure* and *solar panel structure* within 3.6 metres of the *natural boundary*.

The development shall be consistent with Schedule 'A' which is 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 and Ministry of Transportation and Infrastructure.

AUTHORIZING RESOLUTION PASSED BY THE GALIANO LOCAL TRUST COMMITTEE THIS ##th DAY OF [MONTH], [YEAR].

Deputy Secretary, Islands Trust

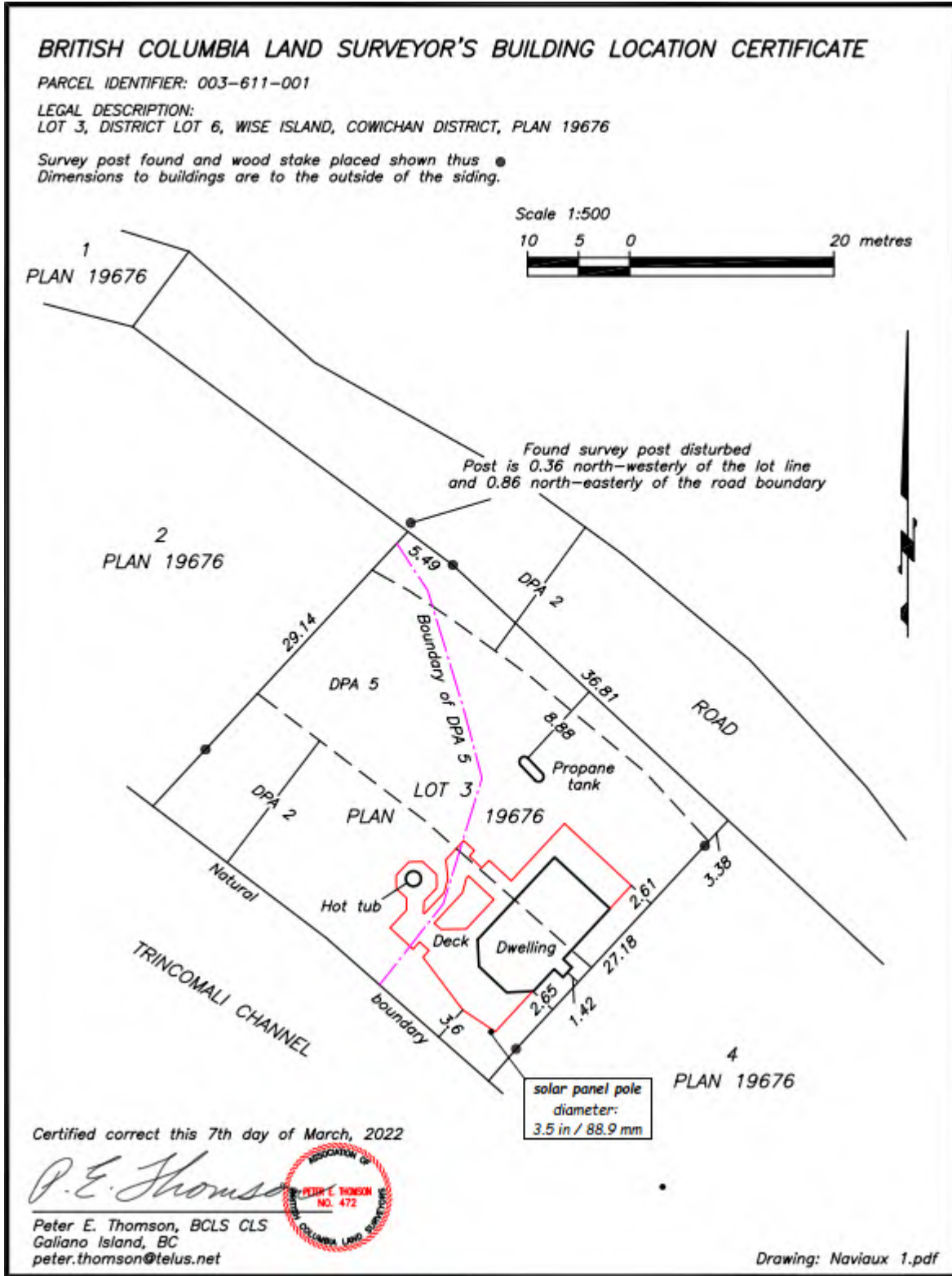
Date of Issuance

IF THE DEVELOPMENT DESCRIBED HEREIN IS NOT COMMENCED BY THE ##th DAY OF [MONTH], [YEAR (2 YEARS FROM DATE OF ISSUANCE)] THIS PERMIT AUTOMATICALLY LAPSES.

GALIANO ISLAND LOCAL TRUST COMMITTEE

GL-DVP-2023.3

SCHEDULE 'A'





DATE OF MEETING: October 10, 2023

TO: Galiano Island Local Trust Committee

FROM: Kim Stockdill, Island Planner
Southern Team

COPY: Robert Kojima, Regional Planning Manager

SUBJECT: District Lot 14 Rezoning Application – Staff Report

Applicant: Tahirih Rockafella

Location: STRATA LOTS 1, 2, 3, 4, and 5, DISTRICT LOT 14 GALIANO ISLAND COWICHAN DISTRICT STRATA PLAN VIS4887 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1

RECOMMENDATION

No recommendations at this time. This staff report is to provide an update to the Galiano Island Local Trust Committee (LTC).

REPORT SUMMARY

The purpose of this staff report is to provide the Galiano Island LTC with further information regarding the rezoning application, to present a draft Terms of Reference for the applicant, and to present a draft Land Use Bylaw (LUB) amendment bylaw (draft Bylaw No. 291).

BACKGROUND

The application as proposed would amend the Galiano Island Land Use Bylaw No. 127, 1999 (LUB) by rezoning the 85 hectare subject property from Forest 1 (F1) to two split-zones: 82.5 hectare to be a site-specific Forest 3 a (F3(a)) zone and 2.7 hectares to a site-specific Forest Industrial b (FI(b)) zone.

At the June 20, 2023 staff presented a preliminary staff report to the Galiano LTC. The LTC at the meeting passed the following resolution:

GL-2023-38

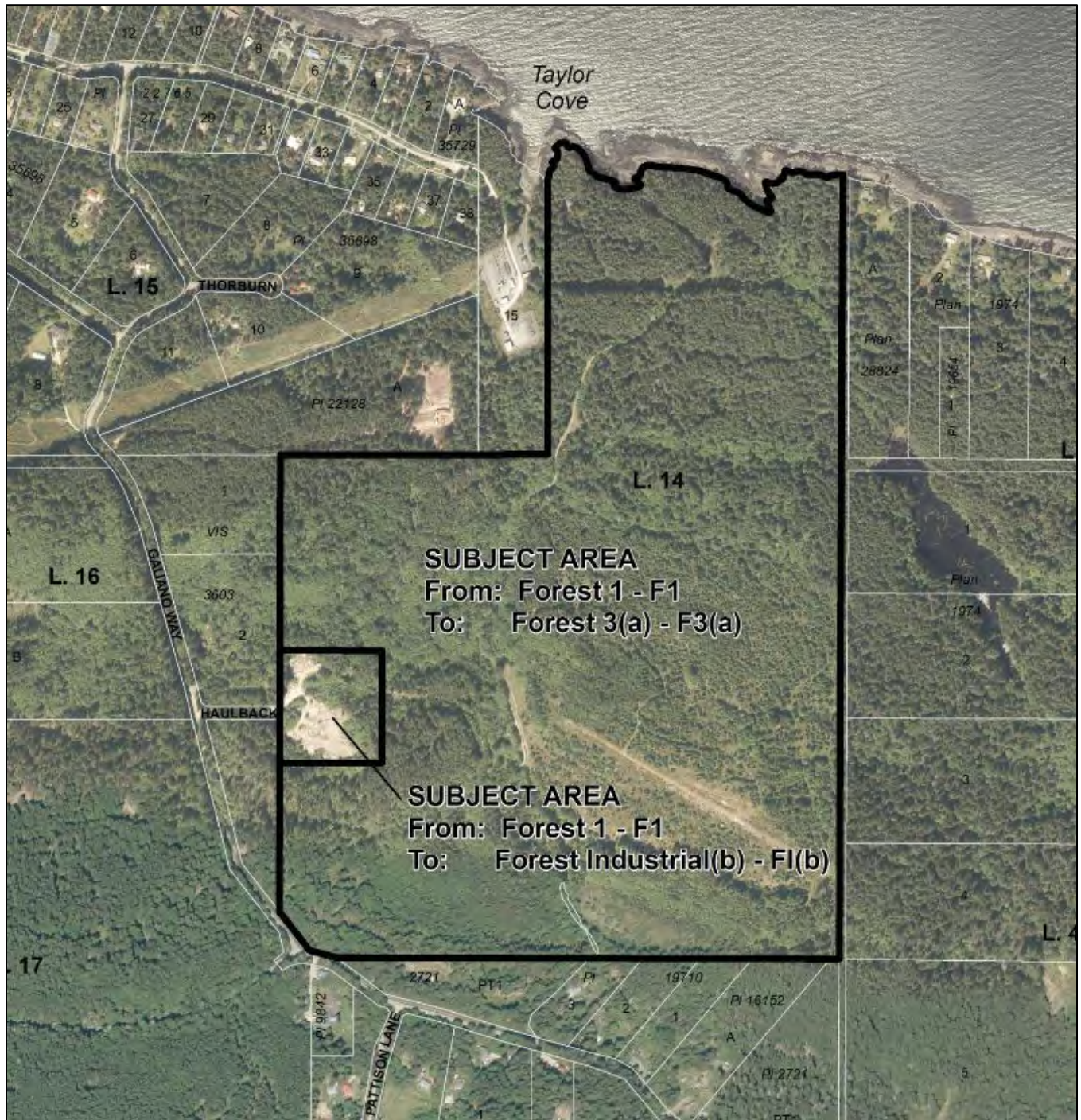
It was Moved and Seconded,

that the Galiano Island Local Trust Committee direct staff to proceed with further information for application GL-RZ-2023.1 (Rockafella) and to prepare draft bylaws.

CARRIED

The LTC requested the following information to be included in a subsequent staff report: address Official Community Plan (OCP) Schedule C and E, access to four lots south of subject property, affordable housing options, and consultation with First Nations. This staff report will address each one of these topics.

Figure 1 –Proposed Zoning Map



ANALYSIS

Policy/Regulatory

Official Community Plan

Below is a table summarizing the applicable OCP policies and how the application will comply with each policy.

Table 1 – OCP Policy Compliance

Policy	Policy Wording (excerpts)	Compliance
Forest Policy A	<i>The principal use shall be forestry. All structures including <u>dwelling</u>s (except dwellings on land rezoned to RR or CF) <u>must be accessory to the principal forestry use</u> and no uses should impair the long-term natural processes of forest growth and regeneration...</i>	Draft Bylaw No. 291 states that the four dwellings must be accessory to timber production and harvesting uses.
Forest Policy A	<i>...Instead, in order to preserve and protect the forest resource, <u>the plan favours the clustering of residential uses</u> 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.</i>	Draft Bylaw No. 291 will include the site plan (will be added to Schedule D) that shows the clustering of residential uses – the developable area.
Forest Policy B ii	<i>Dwellings are permitted in the Forest designation in the following circumstances:</i>	
	<i>... land whose owner grants to the Silva Forest Foundation and the Local Trust Committee or any other covenantee satisfactory to the Local Trust Committee a covenant to manage the land in accordance with sustainable forest practices and prohibiting subdivision of the land into lots less than 20 hectares (49.4 acres), may be rezoned to permit one accessory dwelling per 20 hectares (49.4 acres) if the lot complies with Land Transportation Policy o).</i>	A sustainable forestry covenant is required as a condition of rezoning. The covenant will restrict forest activities based on an approved Sustainable Forestry Management Plan that includes consideration of sensitive species and habitats identified in the baseline report. The covenant will also restrict subdivision.
	<i>...The location of the dwelling and any accessory buildings or structures must be selected to minimize their impact and the impact of related services on the forest, and the land use bylaw amendment must specify the location of the buildings.</i>	The sustainable forestry covenant would include restrictions on the residential developable area.
Land Transportation Policy C	<i>The Road Network shown on Schedule C represents both existing and proposed roads, and is subject to the following: i) the locations of proposed highways and emergency access routes shall be considered approximate locations; ii) locations of proposed highways and emergency access routes shall be confirmed at time of rezoning, subdivision or building permit;</i>	Staff are in the process of meeting with the Capital Regional District (CRD) to determine if an emergency access is desirable for the CRD.
Land Transportation Policy O	<i>Residential use should only be permitted on any lot on Galiano Island where there is access to the lot providing continuous road access to the Sturdies Bay Ferry</i>	The subject property is accessed via a dedicated highway (Haulback Road).

	<i>Terminal by any combination of dedicated highway, statutory right of way and private easement identified on Schedule C as Proposed Highway or Proposed Emergency Access.</i>	
Water Supply Policy E	<i>Any rezoning application involving an increase in density or intensity of use should be required to provide an assessment of the availability of sustainable, long-term groundwater. Any additional density or intensity of use that would negatively affect the quality or quantity of groundwater should not be permitted in critical groundwater areas.</i>	As stated in the Terms of Reference, the applicant must provide a Groundwater Assessment referencing the quality and quantity of groundwater. See the Terms of Reference for particular requirements of the Groundwater Assessment.

Figure 2 – Road Network Map (OCP Schedule C)

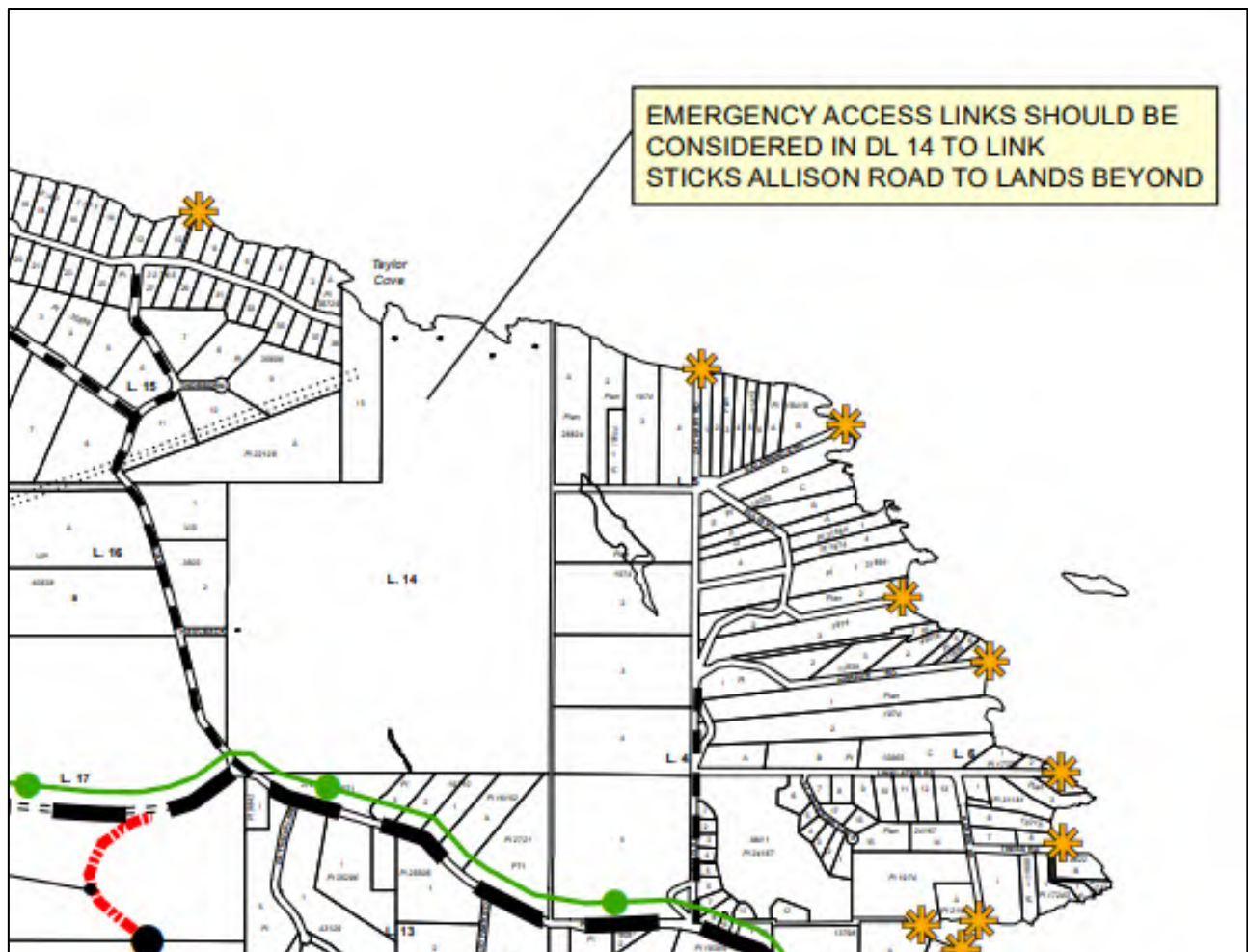
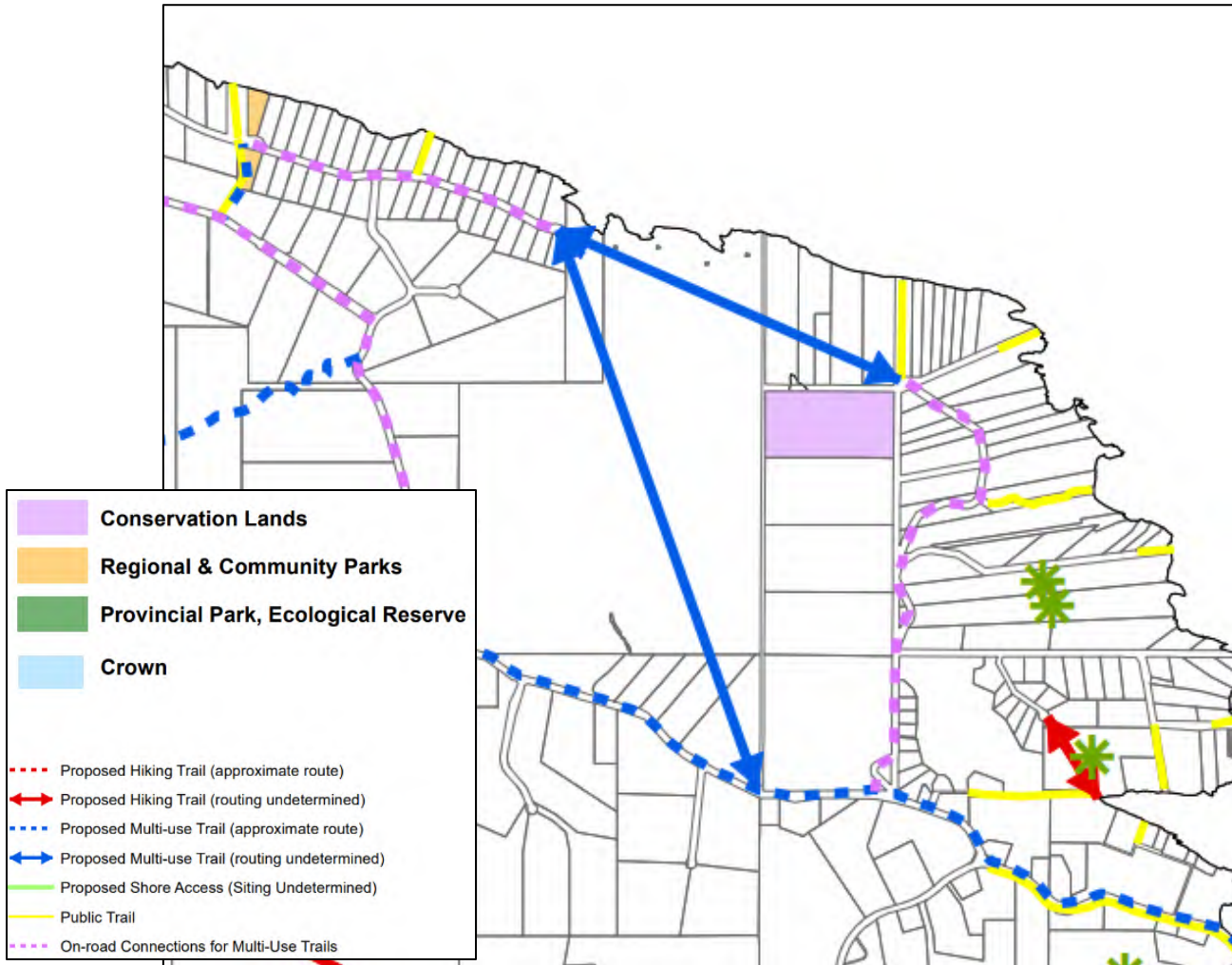


Figure 3 – Parks & Trail Map (OCP Schedule E)



OCP Schedules C & E

The OCP Schedule C Road Network Plan (RNP) depicts proposed emergency access across the subject parcel (Figure 2) connecting the Sticks Allison Road neighbourhood to Ellis Road. Although the subject property has old forestry roads connecting the west side of the property to the east, there is no constructed road that would connect to Ellis Road. In addition, road dedication north of Finlay Lake (conservation area) is undeveloped. The five properties north of Finlay Lake and the undeveloped road dedication are accessed from Ellis Road via an easement across all five properties. The CRD would need to confirm with all five property owners if the easement could be used during an emergency.

The Parks & Trail Map (Schedule E) identifies a ‘Proposed Multi-use Trail (routing undetermined)’ on the subject property – see Figure 4. As noted on Schedule E, the proposed multi-use trail would transverse across the BC Hydro property, cross the subject property, and then cross private property to connect to Ellis Road or Porlier Pass Road. The probability of private property owners other than the applicant granting a public trail across their property is low.

Islands Trust staff are in the process with meeting CRD staff to discuss the viability of both an emergency access and public trails prior to a referral to the CRD Parks Commission. Staff will report back to the applicant and the LTC when more information is received.

Draft Bylaw

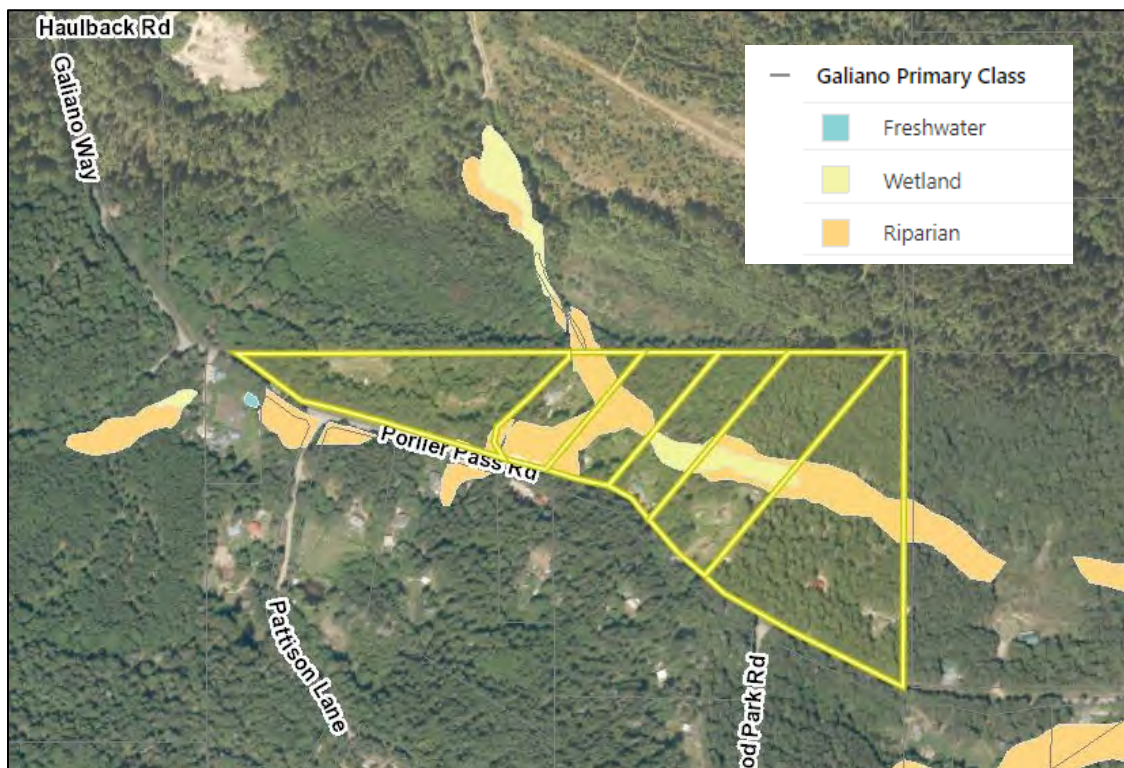
In order to legalize the siting of the four existing dwellings, the majority of the property (82.5 hectares) will be rezoned to a site-specific Forest 3(a) zone (see attached draft Bylaw No. 291). All other uses and regulations of the Forest 3 zone would be retained with the exception of allowing 4 dwellings on this one lot.

The 2.68 ha area portion of the property, currently used as a sawmill, would be rezoned to a site-specific Forest Industrial (b) zone. The FI(b) zone would allow all uses in the Forest Industrial zone, but would not permit an accessory dwelling unit.

Upper Access to Porlier Pass Road Properties

The LTC requested further information regarding accessing properties along Porlier Pass Road from the southern lot line of the subject property. As seen in Figure No. 4, Putter Creek (protected under the *Riparian Area Protection Regulation*) runs west to east across the Porlier Pass Rd properties. An arm of Putter Creek also extends from District Lot 14 and connects to the larger Creek that bisects the Porlier Pass properties. Sensitive ecosystems (wetland and riparian) also buffer around Putter Creek. Establishing a northern access to these properties from District Lot 14 may impact these sensitive ecosystems and Putter Creek and therefore staff do not recommend the LTC pursue this option as a condition of rezoning.

Figure 4 – Sensitive Ecosystems



Affordable Housing Requirement

Community Housing (CH) OCP policy e states:

“A portion of lands rezoned to permit a density increase under another policy in this plan, may, if the area is deemed suitable for the purpose by the Local Trust Committee, be rezoned to CH (Community Housing) to permit affordable housing, including housing for senior citizens or persons with special needs, and the land required to be simultaneously transferred to an incorporated non-profit society...”

Previous Forest 1 to Forest 3 rezoning applications where a density increase is requested have not been required to provide affordable housing as a condition of rezoning. Policy (e) is not a requirement for all rezonings applications where there is a request for a higher density. The policy states that the LTC “may, if the area is deemed suitable for the purpose by the LTC be rezoned to CH...” therefore the LTC should have a strong rationale as to why this particular F3 rezoning should be required to satisfy CH OCP policy (e) when other F3 zonings have not. In addition, Forest OCP policy b)ii) clearly states that the amenity required for an increase in density is for the applicant to grant a sustainable forestry covenant.

First Nations Engagement & Consultation

Staff have discussed the rezoning proposal with members of the Coast Salish Peoples of Galiano Society, and also a member of the Georgeson family. Staff also intends to present this rezoning application to the Penelakut Tribe in an upcoming meeting to gather early comments regarding the rezoning application. After these early conversations are complete, staff will send an early engagement letter to all First Nations asking for comments on the zoning proposal and draft bylaw.

If the application proceeds to First Reading, staff will send out referrals to First Nations to formally comment on the proposal. A second referral will be sent notifying those of the Community Information Meeting and Public Hearing.

Terms of Reference

The terms of reference includes specific guidance on application requirements that are consistent with the Galiano Island Development Approval Information Bylaw No. 148 (DAI Bylaw). The terms of reference requests the following information from the applicant:

- Developable areas site plan
- Hydrogeologist Groundwater Assessment
- Septic servicing information
- Sustainable forestry covenant
- Possibility for emergency access or public trail based on CRD recommendations

The terms of reference is attached to the staff report. The LTC has the ability to request further information or conditions to be included in the terms of reference.

Rationale for Recommendation

Based on the foregoing, the recommendation on page 1 is supported as:

- The application is reasonable as proposed and is consistent with OCP policies;
- The rezoning would address the issue of the existing buildings on the lot;
- A sustainable forestry covenant would be registered on the 82.5 ha of Forest 3 zoned portion of the lot with the purpose of encouraging sustainable forest practices and management.
- Provides additional Forest Industrial land which could provide small forest-related economic opportunities for community members.
- A groundwater assessment would be required to ensure quality and quantity of groundwater for the proposed uses; and,
- Proceeding with the application would allow for next steps in the process to proceed including the initiation of First Nations engagement, referrals to potentially affected agencies, and the consideration of further input from the public including adjacent property owners.

ALTERNATIVES

The LTC may consider the following alternatives to the staff recommendation:

1. Amend Terms of Reference

The LTC may request to amend the draft Terms of Reference.

Resolution:

That the Galiano Island Local Trust Committee amend the Terms of Reference GL-RZ-2023.1 by adding/deleting _____.

2. Request further information

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

Resolution:

That the Galiano Island Local Trust Committee request that the applicant for GL-RZ-2023.1 submit to the Islands Trust _____.

3. Send Rezoning Application to the Galiano Advisory Planning Commission

Resolution:

That the Galiano Island Local Trust Committee refer rezoning application GL-RZ-2023.1 (Rockafella) to the Galiano Advisory Planning Commission for the following purpose _____.

4. Deny the application

The LTC may deny the application.

Resolution:

That the Galiano Island Local Trust Committee proceed no further with application GL-RZ-2023.1 (Rockafella).

NEXT STEPS

With direction from the LTC, Staff will send the Terms of Reference to the applicant, and will meet with the CRD to discuss OCP Schedules E and C.

Submitted By:	Kim Stockdill, Island Planner	October 3, 2023
Concurrence:	Robert Kojima, Regional Planning Manager	October 3, 2023

ATTACHMENTS

- 1. Draft Terms of Reference
- 2. Draft LUB Bylaw No. 291



200-1627 Fort Street, Victoria, BC V8R 1H8
Telephone 250 405-5151 Fax 250 405-5155
Toll Free via Enquiry BC in Vancouver 660-2421. Elsewhere in BC
1.800.663.7867
Email information@islandstrust.bc.ca
Web www.islandstrust.bc.ca

October 10, 2023

File Number: GL-RZ-2023.1 (Rockafella)

Attn: Tahirih Rockafella

Via email: info@solomonrose.com

Dear Tahirih Rockafella:

Re: Rezoning Application GL-RZ-2023.1 (Rockafella) - Terms of Reference - District Lot 14, Galiano Island, Cowichan District.

The Islands Trust has completed a preliminary review of your rezoning application for District Lot 14 on Galiano Island.

The purpose of this letter is to identify information that is required from the applicant pursuant to the [Galiano Island Development Approval Information Bylaw No. 148](#) (DAI Bylaw). Under the DAI bylaw, a zoning amendment application uses a 'terms of reference' (TOR) approach to information collection. The objective of this TOR is to identify and request any anticipated information from the applicant in a timely manner, and as early as possible in the process.

The information received by Islands Trust to date pertaining to your application includes:

- Signed and dated land use application seeking rezoning of the subject parcel from Forest 1 (F1) to site-specific Forest 3 (F3) and Forest Industrial (FI) zones;
- A brief summary of property history, background and proposed uses;
- Layout map with lot boundary and proposed area of development;
- A current land title search for the subject property; and,
- A land classification and terrestrial ecosystem report prepared by Andrew Simon, B.A. & B.Sc. dated July 2017.

As per this TOR, additional information that is required to proceed with your application for consideration by the Galiano Island Local Trust Committee (LTC) includes:

- 1) A site plan professionally prepared at an appropriate scale, based on a legal survey, delineating the proposed '**developable areas**' and associated features, the applicable development permit area boundaries, existing buildings and structures, roads and driveways, topographic features, and any significant sensitive environmental or habitat features.
 - a. The **developable areas** includes the areas identified for the four dwellings, any accessory buildings and structures on the common property, along with location of the three wells, existing or proposed septic fields, driveways and parking areas.
 - b. Based on current bylaw provisions, rezoning from F1 to a site-specific F3 zone for the subject property would allow for up to four dwelling units along with permitted principal and accessory uses.

- c. The **developable areas** site plan must be included in the amending bylaw (Bylaw No. 291) in order to be added to the Galiano Island Land Use Bylaw Schedule D.

2) Hydrogeologist's* Report

- a. A written statement confirming the existing and proposed connections of the four dwellings to the three existing wells.
- b. Confirmation that each well has sufficient available groundwater to provide the daily required volume of potable water to supply 2275 litres for each dwelling the well is servicing.
- c. Confirmation that the quality of groundwater from each well meets or exceeds the Guidelines for Canadian Drinking Water Quality.
- d. Inclusion of recommendations for mitigation measures, if applicable, to ensure long-term sustainable yield of the drilled wells and to lower the risk of saltwater intrusion.

Prior to initiating the assessment, staff recommend the Hydrogeologist contact the Islands Trust Senior Freshwater Specialist (wshulba@islandstrust.bc.ca) regarding the requirements and contents of the assessment report.

*Hydrogeologist means an engineer or geoscientist with competency in the field of hydrogeology, regulated under the *Professional Governance Act, Engineers and Geoscientists Regulation*.

3) Verify, in writing, your proposed **septic servicing** for all **developable areas**.

- 4) The OCP policy enabling rezoning from F1 to F3 requires the granting of a sustainable forest management covenant with a 3rd party covenant holder. An agreement between the property owner and a 3rd party sustainable forestry covenant holder will be required based on terms amenable to all parties (including the LTC). While staff can provide some technical guidance, it is largely the responsibility of the applicant to negotiate this agreement with the 3rd party covenant holder. This typically involves providing a baseline report and an endowment for monitoring.

The covenant will restrict forest activities based on an approved Sustainable Forestry Management Plan that includes consideration of sensitive species and habitats identified in the baseline report. The baseline report should include at a minimum:

- a. Property location and description including existing legal encumbrances and history of use
- b. Identification of existing buildings, structures, roadways and other development features
- c. Identification of significant sensitive terrestrial and aquatic ecosystem features
- d. Biological Inventory by Ecosystem Type including:
 - i. Plant and Tree Inventory
 - ii. Wildlife and Wildlife Habitat
 - iii. Soil Type
 - iv. Disturbance History
 - v. Succession
 - vi. Restoration Recommendations
 - vii. Potential threats
- e. Maps, Photos and other relevant materials

The covenant must also include:

- a. Restricting subdivision of the land into lots less than 20 hectares
 - b. Location of the dwellings and any accessory buildings or structures must be selected to minimize their impact and the impact of related services on the forest, and the land use bylaw amendment must specify the location of the buildings
- 5) Regarding the potential for archaeological material to be found on the property, Islands Trust reviews all applications/permits using Remote Access to Archaeological Data (RAAD) mapping to ensure the preservation and protection of cultural heritage, archaeological sites, and ancestral places. Further to that review, staff direct the applicant to contact the BC Archaeology Branch to determine if an archaeological permit would be required prior to commencing development.
 - 6) The OCP Schedule C Road Network Plan (RNP) depicts proposed emergency access across the subject parcel. The purpose would be to connect Sticks Allison Road properties to Ellis Road. Staff are in the process of referring your application to the Capital Regional District (CRD) to determine if an emergency access across the subject property is viable and desirable. If the CRD determines an emergency access is required, a Statutory Right of Way granted to the CRD will be a condition of this rezoning application.
 - 7) A future public trail ('unconfirmed route') is identified on Schedule E (Parks and Trails) of the OCP. Your application will be referred the CRD Galiano Island Parks and Recreation Commission for comment. Depending on the LTC's direction, provision of a public trail may be requested by LTC for consideration as part of your rezoning proposal.

With respect to any reporting requirements listed above, the applicant and/or professional must, in accordance with generally accepted impact assessment methodology, ensure the reports:

- (a) identify relevant baseline information and document the nature of the resource or other matter on which the proposed activity or development may have an impact;
- (b) identify and describe the potential and likely impacts of the activity or development including any cumulative effects when combined with other projects proposed or under development;
- (c) evaluate the impacts in terms of their significance and the extent to which and how they might be mitigated; and
- (d) make recommendations as to conditions of approval that may be appropriate to ensure that undesirable impacts are minimized or avoided, and
- (e) make recommendations as to measures that may restore or enhance natural functions or features that have been damaged or degraded prior to development or that would be impacted by the proposed development.

This information must be prepared by a professional or professionals in good standing with his/her professional organization within British Columbia, acting within his/her area of expertise, and with demonstrated and pertinent experience and/or training.

Please also note that the Islands Trust reserves the right to require additional information or clarification in response to the project reports. Any additional requirements will be provided in writing and will identify the additional information required in as clear and specific manner as possible.

If you have any questions concerning the application or TOR requirements stated above, please do not hesitate to contact me.

Sincerely,

Kim Stockdill
Island Planner, Galiano Island Local Trust Area

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

DRAFT

GALIANO ISLAND LOCAL TRUST COMMITTEE BYLAW NO. 291

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

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

1. Citation

This bylaw may be cited for all purposes as “Galiano Island Land Use Bylaw No. 127, 1999, Amendment No. 1, 2023”.

2. Galiano Island Local Trust Committee Bylaw No. 127, cited as “Galiano Island Land Use Bylaw No. 127, 1999,” is amended as follows:

2.1 By adding the following new Subsection under Section 7.3 ‘Forest 3 Zone’:

“Site-Specific Regulations

7.3.8 The following table denotes locations where, despite or in addition to the regulations in this Section, specific regulations apply. In the first column, the zone abbreviation and the lower-case letter refer to the notation on the zoning map. The second column describes the location where the specific regulations cited in column three apply:

Table 7.3			
	1	2	3
	Site-Specific Zone	Location Description	Site Specific Regulations
1	F3(a)	A Portion of District Lot 14, Galiano Island, Cowichan District	1) Despite Subsection 7.3.3, four dwellings accessory to timber production and harvesting uses with a maximum floor area of 65 m ² (700 ft ²) are permitted in the Forest 3 (a) zone.

2.2 By adding the following new Section 9.6(C):

“9.6(C) Forest Industrial Zone B – FI(B)

The intent of the FI(B) zone is to permit limited industrial uses within a prescribed area of a forest lot.

Permitted Uses

9.6(C).1 In the Forest Industrial FI(B) 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.

- 9.6(C).1.1 warehouses
- 9.6(C).1.2 contractors' workshops and yards
- 9.6(C).1.3 sale of building materials and supplies manufactured on the lot
- 9.6(C).1.4 sawmilling, planning and manufacturing of wood products
- 9.6(C).1.5 mechanical repairs including boat repairs and boat building
- 9.6(C).1.6 gravel processing and storage

Permitted Density

- 9.6(C).2 Lot coverage must not exceed 20% of any lot.

Permitted Height

- 9.6(C).3 No building or structure for a use permitted by this section may exceed 9 metres in height. Accessory buildings and structures must not exceed one storey and a height of 5 metres.

Minimum Setbacks

- 9.6(C).4 Buildings and structures must be sited
 - 9.6(C).4.1 at least 7.5 metres from a front or rear lot line;
 - 9.6(C).4.2 at least 6 metres from each interior side lot line, except where the lot line is common to a lot in a commercial or industrial zone, in which case the required distance is 3 metres; and
 - 9.6(C).4.3 at least 4.5 metres from any exterior side lot line.

Minimum Lot Size

- 9.6(C).5 No lot having an area less than 2.6-hectare may be created by subdivision.

Screening

- 9.6(C).6 Lots on which light industrial uses are carried on must be screened by a landscape screen not less than 2 metres in height and complying with the requirements of Part 15 of this bylaw."

2.3 Schedule "B" – Zoning Map, is amended by changing the zoning classification of a portion of District Lot 14, Galiano Island, Cowichan District from Forest 1 to Forest 3(a) and from Forest 1 to Forest Industrial (B), as shown on Plan No. 1 attached to and forming part of this bylaw, and by making such alterations to Schedule "B" to Bylaw No. 127 as are required to effect this change.

2.4 Schedule "D" is amended by inserting 'Plan No. 2' attached to and forming part of this bylaw as Schedule D as a new "Plan 6".

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.

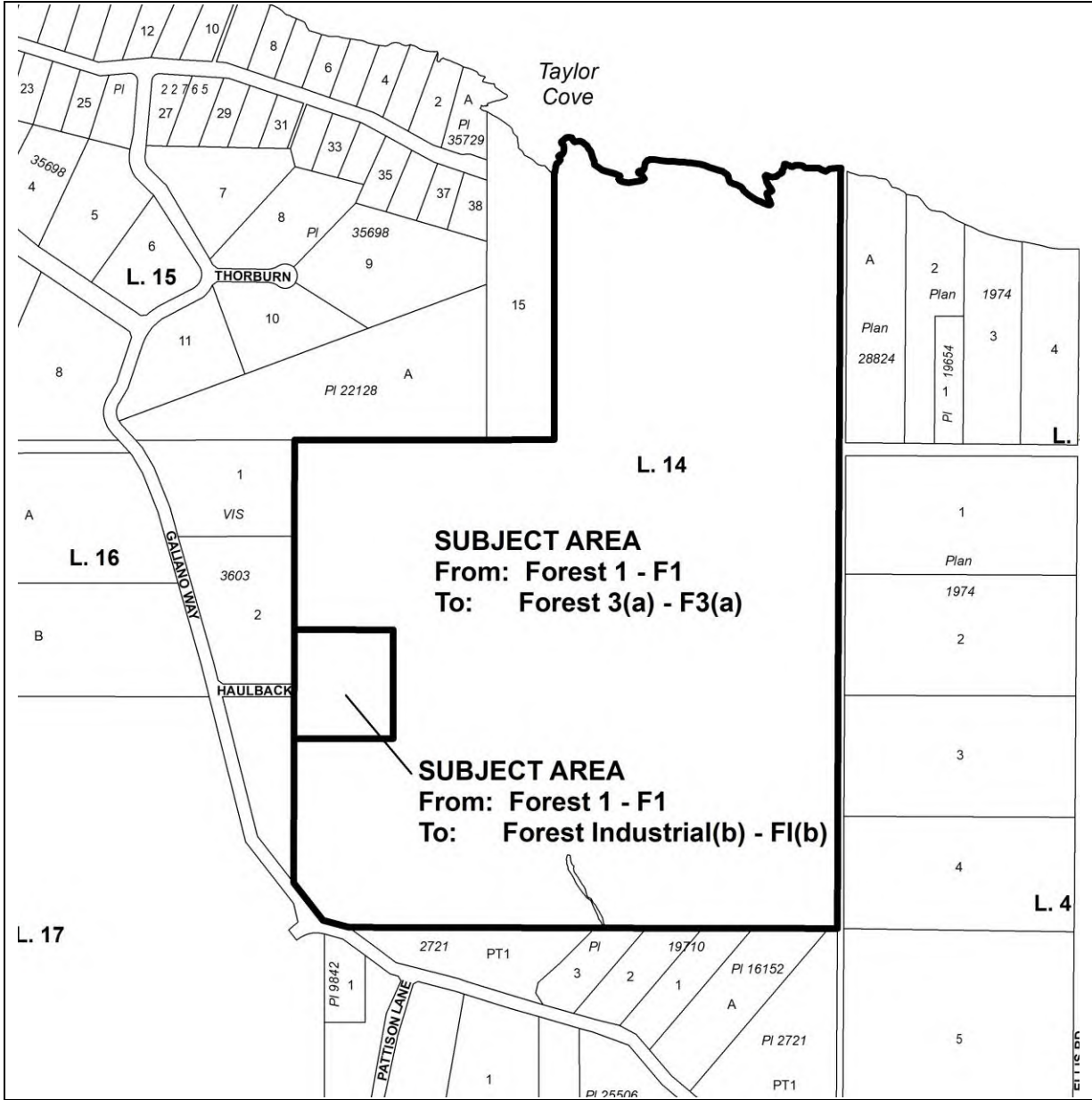
READ A FIRST TIME THIS	_____	DAY OF	_____	20____
PUBLIC HEARING HELD THIS	_____	DAY OF	_____	20____
READ A SECOND TIME THIS	_____	DAY OF	_____	20____
READ A THIRD TIME THIS	_____	DAY OF	_____	20____
APPROVED BY THE EXECUTIVE COMMITTEE OF THE ISLANDS TRUST THIS	_____	DAY OF	_____	20____
ADOPTED THIS	_____	DAY OF	_____	20____

CHAIR

SECRETARY

GALIANO ISLAND LOCAL TRUST COMMITTEE
BYLAW NO. 291

Plan No. 1



**GALIANO ISLAND LOCAL TRUST COMMITTEE
BYLAW NO. 291**

Plan No. 2

[PLAN TO BE INCLUDED]

Active Projects Report

Galiano Island

1. *Groundwater Sustainability*

Responsible

Dates

Phase 1 and 2: mapping and data analysis - Completed
 Phase 3: Implementation of mapping and data analysis

Kim Stockdill

Rec'd: 02-Apr-2019
 Target: 30-Sep-2023

Future Projects Report

Galiano Island

1. <i>Parking Issues</i>	Responsible	Date Received
<p>Issue for discussion with MoTI and public parking issues generated from associated islands.</p> <p>(see correspondence from P. Midgely on agenda of Apr/12)</p>		23-Jul-2012
2. <i>Light Industrial Zoning</i>	Responsible	Date Received
<p>A review and inventory assessment of existing and potential light industrial zones.</p>		18-Nov-2013
3. <i>Coastal Douglas-Fir Protection</i>	Responsible	Date Received
<p>Review 'Protection of the Coastal Douglas-fir and Associated Ecosystems: An Islands Trust Tool Kit (2018)' and provide recommendations from toolkit.</p> <p>- LPC is intending to develop a model bylaw in 2021-22.</p> <p>Include review the Contiguous Forest Mapping in the Islands Trust Area Report.</p>		04-Feb-2019
4. <i>Cannabis Retail and production</i>	Responsible	Date Received
<p>Consider review of policies and regulations to address cannabis retail sales and production</p>		05-Mar-2019

Future Projects Report

Galiano Island

5. <i>Emergency Access Planning</i>	Responsible	Date Received
Follow-up from CRD emergency planning process - include consideration of developing driveway guidelines for emergency access within land use bylaw		02-Apr-2019
6. <i>Review of Road Network Plan</i>	Responsible	Date Received
Review of Road Network Plan - include December 11th APC memo in review process - meet with MOTI		02-Mar-2020
7. <i>Review of LUB tiny home/trailer regulations, maximum house sizes and lot coverage</i>	Responsible	Date Received
		01-Jun-2021
8. <i>Wise Island bylaw review</i>	Responsible	Date Received
Review of Wise Island bylaws and potentially other islands with water access only		06-Sep-2022
9. <i>Shoreline model protection bylaw</i>	Responsible	Date Received
Review APC report in consideration of development of shoreline model protection bylaw		06-Sep-2022

Agricultural Land Reserve

File Number	Applicant Name	Date Received	Purpose
GL-ALR-2023.1	Cupples, Linda	16-Feb-2023	771 GEORGESON BAY RD: Application for subdivision in the Agricultural Land Reserve.

Planner: Charly Caproff

Planning Status

Status Date: 12-Jul-2023

Sent trustee comments to ALC. Last update: The application will now be processed and reviewed by the Commission at its earliest opportunity.

Status Date: 26-Jun-2023

GL-2023-37\nIt was Moved and Seconded,\nthat the Galiano Island Local Trust Committee supports application GL-ALR-2023.1 on condition of an animal corridor on the proposed lot line and requests staff to forward the application to the Agricultural Land Commission for further consideration.\n

Status Date: 26-Jun-2023

Resolution sent to ALC.

Development Permit

File Number	Applicant Name	Date Received	Purpose
GL-DP-2022.3	Galiano Island Contracting LTD	11-Aug-2022	675 Cain Rd - Improvement to an existing revetment structure, x-ref GL-DVP-2022.6

Planner: Kim Stockdill

Planning Status

Status Date: 31-Jan-2023

Further information required from applicant before application can proceed.

Status Date: 19-Dec-2022

File re-assigned to Kim Stockdill

Status Date: 10-Nov-2022

Updated Survey (Glen Mitchell) by end of November



Development Permit

File Number	Applicant Name	Date Received	Purpose
GL-DP-2023.1	Carrick, Ian	04-Jan-2023	Application for a DP for development in a shoreline DPA.

Planner: Kim Stockdill

Planning Status

Status Date: 03-Oct-2023

Staff drafting report and permit. Will be delegated to Director of Planning Services for approval.

Status Date: 06-Jun-2023

Application on hold - waiting for further information from applicant. KS

Status Date: 01-Mar-2023

Environmental Assessment received.

File Number	Applicant Name	Date Received	Purpose
GL-DP-2023.5	Waterfall, Lawrence	11-Aug-2023	350 MARY ANN POINT RD: Application for a DP for development in a sensitive ecosystem DPA.

Planner: Bruce Belcher

Planning Status

Status Date: 26-Sep-2023

Delegated DP staff report drafted and sent to Manager of Planning Services for review.

Status Date: 08-Sep-2023

Applicant contacted for RP Bio sign off on the provided ecological assessment.

Status Date: 16-Aug-2023

Planner Bruce Belcher assigned.



Development Variance Permit

File Number	Applicant Name	Date Received	Purpose
GL-DVP-2022.6	Galiano Island Contracting LTD	03-Oct-2022	675 Cain Rd - Application for a variance for siting of a seawall in a setback.

Planner: Kim Stockdill

Planning Status

Status Date: 21-Apr-2023

Met with Ryzuk and RPBio. Application may require a rezoning application. Application on hold.

Status Date: 31-Jan-2023

Further information required by applicant before application can proceed.

Status Date: 19-Dec-2022

File re-assigned to Kim Stockdill

File Number	Applicant Name	Date Received	Purpose
GL-DVP-2023.2	Hunterston Homes LTD	27-Mar-2023	18680 PORLIER PASS RD: Application for a variance for siting of two buildings in a setback.

Planner: Charly Caproff

Planning Status

Status Date: 29-Sep-2023

report submitted to agenda items folder

Status Date: 07-Sep-2023

Draft submitted to RPM for review

Status Date: 22-Aug-2023

Owners are modifying plans. Recirculation will be required and this application will need to be moved to Oct LTC



Development Variance Permit

File Number	Applicant Name	Date Received	Purpose
GL-DVP-2023.3	Galiano Island Contracting LTD Planner: Bruce Belcher	28-Jun-2023	WISE ISLAND: Application for a variance for siting of a house in a setback.
Planning Status			
Status Date: 03-Oct-2023 Application staff report and notice prepared for October 10th Galiano LTC meeting.			
Status Date: 29-Aug-2023 Deferred application to include solar panel structure in the natural boundary setback			
Status Date: 19-Jul-2023 Applicant contacted - requested rationale, photos, building date			

Rezoning

File Number	Applicant Name	Date Received	Purpose
GL-RZ-2014.1	Crystal Mountain Society Planner: Brad Smith	28-Oct-2014	20300 PORLIER PASS RD: Application for rezoning to amend the OCP and LUB to allow for a Forest Retreat Centre - Bylaws 256 (OCP) and 257 (LUB)
Planning Status			
Status Date: 06-May-2023 Staff to engage with Penelakut			
Status Date: 04-Apr-2023 Public hearing scheduled for May 6, 2023			
Status Date: 31-Jan-2023 Staff report on Feb 7, 2023 agenda recommending the application go to public hearing			



Rezoning

File Number	Applicant Name	Date Received	Purpose
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GL-RZ-2020.1	KING, FRED & DEBBIE	27-Oct-2020	51 Galiano Way - Application for rezoning to amend the OCP to permit residential use - Bylaw 279 (LUB)
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Planner: Kim Stockdill

Planning Status

Status Date: 27-Jun-2023

Applicant working on sustainable forestry covenant.

Status Date: 12-Jan-2023

Planner contacted applicant re status of TOR deliverables: well drilled, conducting pump testing, geotech assessment complete, no progress on covenant

Status Date: 28-Oct-2021

Applicant working on DAI TOR items

File Number	Applicant Name	Date Received	Purpose
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GL-RZ-2021.2	,	16-Aug-2021	DL 86 - COOK RD - application for rezoning to emend the OCP and LUB to permit a rezoning from F1 to create an F3 zoned parcel, two 2.0 hectare Rural Residential-zoned parcels, and 12+ ha of parkland and road dedication.
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Planner: Kim Stockdill

Planning Status

Status Date: 04-Jul-2023

Application on July 11, 2023 meeting with new options.

Status Date: 25-Apr-2023

Applicants working on updated site plan and proposal, as well as info on land dedication.

Status Date: 28-Oct-2022

Application status changed to 'abeyance' pending new proposal from applicants



Rezoning

File Number	Applicant Name	Date Received	Purpose
GL-RZ-2022.2	Hayes, Judy	02-Aug-2022	Bylaw Amendment & Rezoning - Bylaws 287 (OCP) and 288 (LUB)

Planner: Kim Stockdill

Planning Status

Status Date: 03-Oct-2023

Pump test received. Public Hearing to be scheduled for Nov 14 2023.

Status Date: 27-Jun-2023

Pump test to be completed mid-July 2023.

Status Date: 12-May-2023

Contact applicant. Applicant is still waiting for pump test to be completed.

File Number	Applicant Name	Date Received	Purpose
GL-RZ-2023.1	Rockafella, Tahirih	28-Mar-2023	HAULBACK RD: Application for rezoning to amend the LUB to permit limited light industrial uses. Bylaw 291

Planner: Kim Stockdill

Planning Status

Status Date: 20-Jun-2023

Direction to staff to draft bylaws and to report back on rezoning conditions.

Status Date: 11-Apr-2023

Planner Kim Stockdill assigned.

Status Date: 28-Mar-2023

File created in EDM.



Rezoning

File Number	Applicant Name	Date Received	Purpose
GL-RZ-2023.2	McElhanney Ltd.	26-Apr-2023	DL 85 - 5500 BODEGA BEACH DR: Application for rezoning to amend the OCP and LUB to permit Forest One (F1) zoning of the property.

Planner: Kim Stockdill

Planning Status

Status Date: 13-Jun-2023

Preliminary staff report on July agenda.

Status Date: 26-Apr-2023

File created in EDM.

Status Date: 26-Apr-2023

Applicant emailed to say cheque for fee will be coming in the mail.

Subdivision

File Number	Applicant Name	Date Received	Purpose
GL-SUB-2020.1	Mitchell, Glen	19-Dec-2019	GIGHARS - Proposed two lot conventional subdivision referral of Lot 1 District Lots 30 and 31

Planner: Kim Stockdill

Planning Status

Status Date: 30-Jan-2023

Staff contacted by applicant to initiate DP application for DPA 1, 2, 5 with respect to subdivision

Status Date: 18-May-2021

Applicant has received preliminary conditions approval letter from MOTI - subdivision subject to successful rezoning

Status Date: 19-Feb-2021

Applicant working on referral report items



Subdivision

File Number	Applicant Name	Date Received	Purpose
GL-SUB-2021.1	Lawrence Waterfall	09-Jul-2021	350 MARY ANN POINT RD - Referral of a subdivision application for 3 new lots

Planner: Charly Caproff

Planning Status

Status Date: 25-Aug-2023

Emailed applicant regarding outstanding SUB conditions.

Status Date: 28-Mar-2023

MOTI confirmed that they will be sending us an updated PLRS letter as conditions have been fulfilled. Asked applicant to confirm most recent site plan and when a DP application will be submitted to IT.

Status Date: 19-Dec-2022

File re-assigned to Charly Caproff

File Number	Applicant Name	Date Received	Purpose
GL-SUB-2023.1	Taylor, Jared	31-Mar-2023	172 BURRILL RD: Referral of a subdivision application for 1 new lot.

Planner: Bruce Belcher

Planning Status

Status Date: 12-Sep-2023

PLR Received

Status Date: 25-May-2023

Requires development permit for work within Riparian Area

Status Date: 24-May-2023

Referral Response sent to MoTI

Islands Trust

LTC EXP SUMMARY REPORT F2024
Invoices posted to Month ending August 2023

625 Galiano	Invoices posted to Month ending August 2023	<u>Budget</u>	<u>Spent</u>	<u>Balance</u>
65000-625	LTC "Trustee Expenses"	284.00	0.00	284.00
LTC Local				
65200-625	LTC - Local Exp - LTC Meeting Expenses	1,723.00	1,418.45	304.55
65210-625	LTC - Local Exp - APC Meeting Expenses	333.00	143.85	189.15
65220-625	LTC - Local Exp - Communications	250.00	1,488.70	-1,238.70
65230-625	LTC - Local Exp - Special Projects	279.00	0.00	279.00
TOTAL LTC Local Expense		<u>2,585.00</u>	<u>3,051.00</u>	<u>-466.00</u>
Projects				
73001-625-4114	Galiano Groundwater Strategy Implementation	<u>5,000.00</u>	<u>0.00</u>	<u>5,000.00</u>
TOTAL Project Expenses		<u>5,000.00</u>	<u>0.00</u>	<u>5,000.00</u>

Standing Resolutions Log

Galiano Island

Resolution Number	Action	Date
<p>2023-015 (Standing)</p> <p>First Nations Reconciliation</p> <p>That the Galiano Island Local Trust Committee seek to engage in reconciliation with local First Nations, governments and island community by honouring the Truth and Reconciliation Commission (TRC) Calls to Action, the United Nations Declaration on Rights of Indigenous Peoples, draft principles that guide the Province of British Columbia's relationship with Indigenous Peoples and Islands Trust First Nations engagement principles. The Galiano Island Local Trust Committee endeavour to:</p> <ul style="list-style-type: none"> a. Annually write a letter to all First Nations knowledge holders introducing Trustees and staff and provide a schedule of known Local Trust Committee meetings for the upcoming year, as well as provide an update of current projects and advocacy activities; b. For various Local Trust Committee meetings, invite local First Nations and knowledge holders to attend meetings, as well as provide a traditional welcome to the Territory if they would like; c. Work with Local First Nations Governments and knowledge holders on cooperative initiatives, including but not limited to, language, place names, territorial acknowledgements and community education on Coast Salish and local First Nations cultural heritage and history; d. Work with Local First Nation Governments and knowledge holders on engagement principles for inclusive land use, marine use and climate change planning advocacy, protection and stewardship and knowledge and information sharing protocols; and e. Establish and maintain government to government dialogue with Local First Nations and knowledge holders now and into the future based on respect and recognition of Aboriginal Rights and Titles, Treaty Rights, and First Nations Traditional Territories within the Islands Trust Area. 	<p>Carried</p>	<p>14-Mar-2023</p>
<p>2020-042 (Standing)</p> <p>Use of Development Permits for Variances</p> <p>That the Galiano Island Local Trust Committee request that development permit applications where a variance is requested be processed as a combined application with both a development permit and a development variance permit.</p>	<p>Carried</p>	<p>08-Sep-2020</p>

Standing Resolutions Log

Galiano Island

Resolution Number	Action	Date
<p>2020-041 (Standing)</p> <p>Unlawful Land Uses and Planning Applications</p> <p>that the Galiano Island Local Trust Committee adopt the following policy on unlawful land uses and planning applications:</p> <p>a. Where an application is received and a use is continuing in contravention of a land use bylaw, staff are directed to request that the applicant cease the use prior to processing the application, and that staff are directed to continue with enforcement until the use is ceased.</p> <p>b. The applicant may request that the Local Trust Committee proceed with consideration of the application while the use is continuing; and, where the Local Trust Committee considers there is a community need to process the application while the prohibited use is continuing, the Local Trust Committee may direct that bylaw enforcement actions, including the issuing of notices, cease.</p> <p>c. Where the Local Trust Committee does not consider that there is a community need, or the applicant has not made such a request of the Local Trust Committee; bylaw enforcement actions, including the issuing of notices, will continue.</p> <p>d. In deciding whether to grant land use approval for a use that was commenced in contravention of a land use bylaw, the Local Trust Committee may consider whether the applicant has suspended the prohibited land use pending a decision on the application.</p>	<p>Carried</p>	<p>06-Jul-2020</p>
<p>2020-013 (Standing)</p> <p>Advisory Planning Commission</p> <p>that the Galiano Island Local Trust Committee request that prior to expiration of Advisory Planning Commission members terms of office, staff write to commissioners asking if they wish to be reappointed and also advertise for expressions of interest for new commissioners.</p>	<p>Carried</p>	<p>03-Feb-2020</p>

Standing Resolutions Log

Galiano Island

Resolution Number	Action	Date
<p>2019-014 (Standing)</p> <p>13.1 Cannabis Retail - Staff Report</p> <p>that the Galiano Local Trust Committee adopt the following standing resolution with respect to the processing of non-medicinal cannabis retail license applications:</p> <ul style="list-style-type: none"> - Proposed or amended licenses for non-medicinal cannabis retail establishments require an application to the local trust committee. - The application process shall comprise a public consultation component, which includes at least one notification to neighbours, one public meeting, posting of public notices and one advertisement in a local periodical. - The public consultation process shall be determined by the local trust committee after initial review of the proposal. - However, as a minimum, the local trust committee will mail or otherwise deliver a notice to all owners and residents of properties within a 500 metre radius of the subject property where the establishment is proposed at least 10 days before adoption of a resolution providing comment on the application. The required notice shall include the following information: <ul style="list-style-type: none"> o Name of the applicant and a description of the proposal in general terms o The location of the proposed establishment and the subject site o The place where, and date and time when, both a public meeting will be held and a resolution of the local trust committee considered. o The name and contact information of the Islands Trust planning staff member who can provide copies of the proposed or amended license application o How public comments may be submitted to the local trust committee. 	Carried	04-Mar-2019
<p>2018-064 (Standing)</p> <p>11.1 Telecommunication Strategy Project - Staff Report</p> <p>that the Galiano Island Local Trust Committee endorses the Telecommunication strategy Project Charter dated June 22, 2016</p>	Carried	04-Jun-2018
<p>2014-029 (Standing)</p> <p>Community Wells as a Community Benefit</p> <p>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.</p>	Carried	07-Apr-2014

Standing Resolutions Log

Galiano Island

Resolution Number	Action	Date
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2014-000 (Standing)

Carried

03-Feb-2014

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.

2011-205 (Standing)

Carried

17-Oct-2011

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.

2010-115 (Standing)

Carried

18-Oct-2010

Publishing Notices beyond legal requirements

That the Galiano Island Local Trust Committee will advertise Public Hearing Notices in the Active Page Magazine in addition to the legally required advertising in the Driftwood Newspaper.



Standing Resolutions Log

Galiano Island

Resolution Number	Action	Date
2009-085 (Standing) 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	Carried	11-May-2009

Memorandum

TO: Kim Stockdill
FROM: Guy Patterson
DATE: September 27, 2023
RE: Summary of DP exemption opinion
FILE No.: 00002-0958

You asked for a summary of our previous advice on whether the following proposed development permit exemption (the “proposed exemption”) would be valid:

Land owned by a person with federal Indigenous status living in their traditional territory with proof of family lineage.

We assumed the reference to land ownership meant ownership under the BC Torrens system for registration of title to land, and that a person’s entitlement to the exemption would not be called into question. We reviewed possible arguments in support of and against the validity of the exemption, including under the provincial *Human Rights Code* and the *Canadian Charter of Rights and Freedoms*, and concluded that it would likely be invalid, but severable.

The main reason we concluded it would likely be invalid was based on a theory that a local government’s authority to specify exemptions under a development permit scheme, although not subject to any express limits or criteria in the statute, would be interpreted in light of the development permit scheme more generally. The scope of that scheme, in our view, is limited to regulation of land development activities, and therefore granting an exemption based on the identity of a landowner might be considered as falling outside the powers the legislature intended to grant to local governments.

Despite our conclusion that the exemption would most likely be invalid, we suggested two potential arguments in favour of it. First, section 8.1 of the *Interpretation Act* says all legislation must be construed as being consistent with UNDRIP. We thought there might be some support in UNDRIP for the proposed exemption, in which case it might be open to the LTC to interpret the *Local Government Act* as authorizing the proposed exemption. Second, the LTC and the Islands Trust both have strong policy statements favouring reconciliation, and the proposed exemption might be defended based on those kinds of policies.



DATE OF MEETING: October 10, 2023
 TO: Galiano Island Local Trust Committee
 FROM: Gillian Nicol, Program Coordinator
 SUBJECT: Notice of Housing Agreements Bylaws

PURPOSE

To update the Galiano Island Local Trust Committee on existing housing agreement bylaws in the Galiano Island Local Trust Area. Staff are providing an essential update for all LTCs who have housing agreement bylaws in place during the first year of their elected term.

BACKGROUND

Housing Agreements are legally binding contracts between property owners and the Local Trust Committee governing the occupancy of housing. These agreements typically involve property owners who are organizations or societies, agreeing to specific terms that may include tenure, rental or leasehold rates, allowable rate increase limits, and the terms under which a housing unit may be sold. Housing agreements can also include criteria for tenant or owner eligibility, often based on income or other qualifying factors.

ROLE OF THE LOCAL TRUST COMMITTEE

The Galiano Island Local Trust Committee is ultimately responsible for ensuring the agreement is followed. This responsibility involves monitoring the sale or rental of housing units covered by these agreements and, when necessary, requesting additional information to verify compliance.

BYLAW UPDATES

Currently, the Galiano Island Local Trust Committee has two housing agreement bylaws:

- Housing Agreement Bylaw No. 274 - Gulf Islands Galisle Affordable Rental Housing Society
- Housing Agreement Bylaw No. 285 - Galiano Affordable Living Initiative Society's 'Galiano Green'

Each of these bylaws includes a declaration within the respective Housing Agreement, serving as a mechanism for the Islands Trust to conduct annual property monitoring. As the LTC is aware, these two housing agreements have not been implemented as neither site has been developed, resulting in no monitoring activities completed by staff.

Submitted By:	Gillian Nicol, Program Coordinator	September 22, 2023
Concurrence:	Robert Kojima, Regional Planning Manager	September 22, 2023

ATTACHMENTS

\\islandstrust.local\DFSM\Main\EDM\08 Governance\3030 GL LTC\20 Meetings - Open (P)\06 Agenda Items\2023\10-10\GL-LTC_2023-10-10_HousingAgreement_Memo_DRAFT.docx

1. Housing Agreement Bylaw No. 274
2. Housing Agreement Bylaw No. 285

GALIANO ISLAND LOCAL TRUST COMMITTEE

BYLAW NO. 274

A Bylaw to Authorize a Housing Agreement

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

AND WHEREAS Section 483 of the *Local Government Act* and Section 29 of the *Islands Trust Act* permit the Local Trust Committee to enter into a housing agreement;

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

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

1. This Bylaw may be cited for all purposes as "Galiano Island Housing Agreement Bylaw No. 274, 2019".
2. Any one Trustee of the Galiano Island Local Trust Committee are authorized to execute an agreement in the form attached to this Bylaw with the 'owner' and the 'society'.

READ A FIRST TIME THIS 16TH DAY OF JULY 2022.

READ A SECOND TIME THIS 16TH DAY OF JULY 2022.

READ A THIRD TIME THIS 16TH DAY OF JULY 2022.

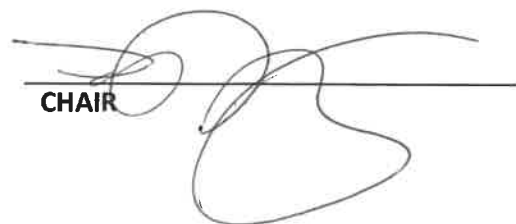
APPROVED BY THE EXECUTIVE COMMITTEE OF THE ISLANDS TRUST THIS 3RD DAY OF AUGUST 2022.

ADOPTED THIS 21ST DAY OF OCTOBER 2022.

SECRETARY



CHAIR



Housing Agreement and Section 219 Covenant

THIS AGREEMENT DATED FOR REFERENCE THE _____ DAY OF, 20____, IS BETWEEN:

THE GALIANO CLUB, a society incorporated under the laws of the province of British Columbia with number S0001400 and having its office at #141 Sturdies Bay Rd, PO Box 219, Galiano Island, BC V0N 1P0

(the "Owner")

GULF ISLANDS GALISLE AFFORDABLE RENTAL HOUSING SOCIETY, a society incorporated under the laws of the province of British Columbia with number S0069972 and having its office at #6-33 Manzanita Road, Galiano Island, BC, V0N 1P0

(the "Society");

AND:

GALIANO ISLAND LOCAL TRUST COMMITTEE, a corporation under the *Islands Trust Act*, having an office at 2nd Floor, 1627 Fort Street, Victoria, B.C., V8R 1H8

(the "Local Trust Committee")

WHEREAS:

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

PID: 025-936-107

Lot 1 District Lots 30 And 31 Galiano Island Cowichan District Plan Vip76996 Except That Part In Plan Vip76997

(the "Lands");

- B. The Local Trust Committee is considering the adoption of Galiano Island Land Use Bylaw 127, 1999 Amendment No. 1, 2020, to permit the development of affordable multi-family rental housing (the "Rezoning");
- C. Following the Rezoning, the Owner intends to subdivide the Lands and to the transfer the Lot B Equivalent to the Society for the development and construction of affordable multi-family rental housing;

- D. The Society intends to rent units on Lot B Equivalent, by way of rental agreement, to Qualified Renters at affordable rates;
- E. The Local Trust Committee may pursuant to Section 29 of the *Islands Trust Act* and Section 483 of the *Local Government Act*, enter into an agreement with an owner of land that includes terms and conditions regarding the occupancy, tenure and availability to specified classes of persons of dwelling units located on those lands;
- F. Section 219 of the *Land Title Act* permits the registration of a covenant of a negative or positive nature in favour of the Local Trust Committee in respect of the use of land or construction on land;
- G. The Owner and the Local Trust Committee wish to enter into this Agreement to provide rental housing on the Lands on the terms and conditions of this Agreement to have effect as both a covenant under section 219 of the *Land Title Act* and a housing agreement under section 483 of the *Local Government Act*; and
- H. 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 the Society has specifically endorsed this Agreement in anticipation of the Society becoming the registered owner of the Lot B equivalent, and developing and operating affordable rental housing in accordance with the terms of this Agreement.

THIS AGREEMENT is evidence that in consideration of \$1.00 paid by the Local Trust Committee to the Owner (the receipt of which is acknowledged by the Owner), and in consideration of the promises exchanged below, the Local Trust Committee and the Owner agree, as covenants granted by the Owner to the Local Trust Committee under Section 219 of the *Land Title Act*, and as a housing agreement between the Owner and the Local Trust Committee under Section 483 of the *Local Government Act*, as follows:

Article 1: Definitions and Interpretation

1.1 Definitions – In this Agreement:

- | | |
|-----------------------------|--|
| “Affordable Housing Funder” | means an entity with a mandate to create and promote affordable housing, such as BC Housing or CMHC, that provides a grant or preferential rate loan to support the development of Rental Housing Units on the Lands. |
| “Annual Household Income” | means the combined gross income of all adult members of a Household, as shown on line 150 of the preceding year’s T1 General Income Tax and Benefit return. |
| “BC Housing” | means the British Columbia Housing Management Commission or BC Housings’ successor in function. For clarity, a “successor in function” of BC Housing will be a Crown Corporation, governmental department or other entity with a mandate from the provincial government to provide British Columbians with access to affordable, safe and appropriate housing that is accountable to the provinces’ Minister responsible for Housing or their successor. |
| “Business Days” | means Monday to Friday inclusive except for those excluded days declared by lawful authority as holidays. |

"Census Profile"	means the most recently available census profile published by Statistics Canada for the Southern Gulf Islands, regional district electoral area census subdivision or, in the event that Southern Gulf Islands, regional district electoral area census subdivision is amended, eliminated or replaced, a successor census subdivision which includes Galiano Island;
"CMHC"	means Canada Mortgage and Housing Corporation or its successors in function.
"Dwelling"	means a dwelling as defined in the Galiano Island Land Use Bylaw 127, 1999.
"Household"	means one or more individuals occupying the same Dwelling.
Income of Couples with Children	means the median total income of couple economic families with children as determined by Statistics Canada in the Census Profile.
Income of Couples without Children	means the median total income of couple economic families without children or other relatives as determined by Statistics Canada in the Census Profile.
Income of Lone-Parent Families	means the median total income of lone-parent economic families as determined by Statistics Canada in the Census Profile.
Income of One-Person Households	means the median total income of one-person households as determined by Statistics Canada in the Census Profile.
"Lands"	has the meaning ascribed in Recital A.
"Lot B Equivalent"	has the meaning ascribed to it in section 3.2(b).
"Low and Moderate Income Limits"	<p>means, as determined by BC Housing from time to time,</p> <ul style="list-style-type: none"> a) for residential units with less than two (2) bedrooms, an Annual Household Income that does not exceed the median income for couples without children in British Columbia, as an example, for 2022 this figure is \$77,430; and b) for residential units with two (2) or more bedrooms, an Annual Household Income that does not exceed the median income for families with children in British Columbia, and as an example, for 2022 this figure is \$120,990.
"Operating Agreement"	means an agreement that sets out the amount, duration, and conditions of the subsidy provided by the provincial and/or federal governments, or an Affordable Housing Funder for the construction and/or operation of Rental Housing Units.
"Owner"	means the registered owner of the Lands, provided however that upon the execution and filing of the Release with the Land Title Office, it means the registered owner of the Lot B Equivalent only.
"Permitted"	means the Gulf Islands Galisle Affordable Rental Housing Society, BC Housing, CMHC, a housing society, a non-profit housing corporation, or other entity

Housing Operator”	approved by the Local Trust Committee in writing.
“Qualified Renter”	means a person who meets the eligibility criteria for tenancy as set out in Schedule B and who meets the occupancy criteria set out in Section 2.3 of this Agreement and the Operating Agreement, if any.
“Release”	has the meaning ascribed in section 3.2(b).
“Rental Housing Unit”	means a Dwelling on the Lands in respect of which the construction, tenure, rent, and occupancy are restricted in accordance with this Agreement.
“Residential Tenancy Act”	means the <i>Residential Tenancy Act</i> (British Columbia).
“Rezoning”	has the meaning ascribed in Recital B.
“Statistics Canada”	means the national statistics office or Statistics Canada’s successor in function.
“Subdivide”	means to divide, apportion, consolidate or subdivide the Lands or any building on the Lands, or the ownership or right to possession or occupation of the Lands or any building on the Lands, into two or more lots, strata lots, parcels, parts, portions or shares, whether by plan, descriptive words or otherwise, under the <i>Land Title Act</i> , the <i>Strata Property Act</i> (British Columbia), or otherwise, and includes the creation, conversion, organization or development of “cooperative interests” or a “shared interest in land” as defined in the <i>Real Estate Development Marketing Act</i> (British Columbia).
“Tenancy Agreement”	means a written tenancy agreement as defined in, and subject to, the Residential Tenancy Act.
“Tenant Default”	has the meaning ascribed in section 2.3(d)(v).

1.2 Interpretation –

Reference in this Agreement to:

- a) A “party” is a reference to a party in this Agreement;
- b) A particular numbered “article” or “section” or to a particular lettered “schedule” is a reference to the corresponding numbered or lettered article, section, or schedule of this Agreement;
- c) An “enactment” is a reference to an enactment as defined in the *Interpretation Act* and is a reference to any revision, amendment or re-enactment of, or replacement for, that enactment;
- d) Wherever the singular or gendered language is used in this Agreement, it shall be deemed to include the plural or all genders, or the body politic or corporate, where the context or the

parties so require; and

- e) The Local Trust Committee includes a reference to its successors in function, including a municipality.

1.3 Headings

The division of this Agreement into articles, sections and schedules is for convenience of reference only and does not affect its interpretation. The article and section headings used in this Agreement are for convenience of reference only and do not affect the interpretation of this Agreement.

1.4 Entire Agreement

This is the entire agreement among the parties concerning its subject and may be amended only in accordance with section 3.16.

Article 2 – Rental Housing

2.1 Agreement over the Lands

Pursuant to section 219 of the *Land Title Act* and section 483 of the *Local Government Act*, the Owner covenants and agrees that:

- a) The Lands will not be developed, and no new building or structure will be constructed on the Lands unless the Owner constructs Rental Housing Units in accordance with this Agreement, any development permit or rezoning issued by the Local Trust Committee, and any building permit issued by the Capital Regional District.
- b) It will design, construct, and maintain the Rental Housing Units in a satisfactory state of repair and fit for habitation and will comply with this Agreement and all laws, including health and safety standards applicable to the Lands.
- c) If a building is demolished or is otherwise replaced, this Agreement shall continue to apply to the Lands and the construction on the Lands shall be subject to the requirements of this Agreement.

2.2 Minimum Construction Requirements

All the Rental Housing Units will be designed and constructed to the same standard in terms of layout, skill, and materials.

2.3 Occupancy of Rental Housing Units

The Owner covenants and agrees that Rental Housing Units will only be occupied when all of the following criteria are met:

- a) the Household's Annual Household Income does not exceed the Low and Moderate Income Limits for the specified unit type at the time of application and initial occupancy;

- b) the Household is composed of at least one Qualified Renter;
- c) the Qualified Renter will occupy the Rental Housing Unit as its permanent, principal, and sole residence;
- d) the Qualified Renter has signed a Tenancy Agreement with the Owner, and the Tenancy Agreement includes;
 - i. a clause prohibiting subletting for short-term vacation rentals and in all other circumstances prohibiting subletting without obtaining prior Owner consent in accordance with section 2.7;
 - ii. notice of the existence of this Agreement and the occupancy restrictions applicable to the Rental Housing Unit, and notice that the Owner will provide to each Qualified Renter upon their request, a copy of this Agreement;
 - iii. a clause requiring the Qualified Renter to comply with the use and occupancy restrictions contained in this Agreement;
 - iv. a clause requiring Qualified Renters to seek prior permission of the Owner before engaging in a home business based out of the Rental Housing Unit; and
 - v. a clause confirming that a breach by the Qualified Renter of any of the provisions set out in 2.3(d)(i), 2.3(d)(iii) or 2.3(d)(iv) (each of which constitutes a "Tenancy Default") will entitle the Owner to end the tenancy for cause, in accordance with the Residential Tenancy Act, as a failure to comply with a material term

2.4 Amount of Rent Payable for Rental Housing Units

The Owner covenants and agrees that:

- a) Rent for 1-bedroom Rental Housing Units in a calendar year will on average be at or below 30% of the average of:
 - a. Income of One-Person Households; and
 - b. Income of Couples without Children.
- b) Rent for 2-bedroom Rental Housing Units in a calendar year will on average be at or below 30% of the average of:
 - a. Income of Couples with Children; and
 - b. Income of Lone-Parent Families.
- c) Rent for 3-bedroom Rental Housing Units in a calendar year will on average be at or below 30% of the Income of Couples with Children.
- d) It will not require any Qualified Renter under a Tenancy Agreement to pay any extra charges or fees for use of any common area or amenity, or for sanitary sewer, storm sewer, water utilities, property taxes and similar services. For clarity, this limitation does not apply to parking, cablevision, telecommunications, laundry, or gas or electricity utility fees or charges.

2.5 Policies/Rules and Regulations/Administration by Owner

The Owner is authorized to make and administer rules, regulations and policies as reasonably necessary to fully implement and achieve the policy goals set out in this Agreement. Such rules, regulations and policies may include, but are not limited to, the following:

- a) Establishing and maintaining a wait list of potential Qualified Renters; and
- b) Establishing, administering and enforcing a rental policy applicable to the terms of this Agreement and in accordance with the *Residential Tenancy Act*.

2.6 No Sublease of Rental Housing Unit Unless Requirements Met

The Owner will not consent to the sublease of a Tenancy Agreement, except in accordance with this Agreement, the Residential Tenancy Act, and the Owner's rules, regulations and policies. For greater clarity, the Owner will not consent to a sublease for the purposes of a short-term vacation rental, and the Owner will not otherwise consent to a sublease unless the sublessee meets the requirements set out in section 2.3.

2.7 Monitoring and Reporting to the Local Trust Committee

The Owner must deliver to the Local Trust Committee once each year on or before July 1, a completed statutory declaration, substantially in the form attached as Schedule "A", sworn by the Owner. Additionally, the Local Trust Committee may request this statutory declaration up to one additional time in any calendar year, and the Owner must complete and supply the completed statutory declaration within 10 Business Days of receiving a request from the Local Trust Committee. The Owner irrevocably authorizes the Local Trust Committee to make reasonable inquiries it considers necessary in order to confirm compliance with this Agreement.

2.8 Operating Agreement Prevails

The provisions in section 2.3 and 2.4 apply except if the Rental Housing Units are subject to an Operating Agreement which conflicts with all or any of them, in which case the Operating Agreement prevails to the extent of the conflict only.

Prior to execution of an Operating Agreement that the Owner expects to conflict with the provisions in sections 2.3 and 2.4 of this Agreement, the Owner shall provide the draft Operating Agreement to the Local Trust Committee. The Local Trust Committee may request that Affordable Housing Funder modify the terms of the Operating Agreement so that its terms do not conflict with sections 2.3 and 2.4 of this Agreement.

Article 3 – General Terms

3.1 Management

The Owner covenants and agrees that:

- a) it will furnish, or cause a Permitted Housing Operator to furnish, good and efficient management of the Lands and the Rental Housing Units on the Lands;
- b) if and when the Local Trust Committee has reasonable grounds to believe that a continuing breach of this Agreement exists, it will permit the Local Trust Committee to inspect the Lands and any buildings at any reasonable time with reasonable notice, subject to the notice provisions of the Residential Tenancy Act; and
- c) if the Owner is not the Permitted Housing Operator, the Owner will at all times cause the Permitted Housing Operator to administer, manage and operate the Rental Housing Units and will cause the Permitted Housing Operator to administer, manage and operate the Rental Housing Units in accordance with all of the restrictions and requirements of this Agreement, and the Owner's obligations under this Agreement. For clarity, the Owner's engagement of a Permitted Housing Operator pursuant to this Agreement will not relieve the Owner from any of the Owner's obligations under this Agreement or any of the restrictions or requirements of this Agreement.

3.2 Discharge

- a) After the Rezoning, the Owner intends to subdivide the Lands as shown on the proposed subdivision plan attached hereto as Schedule "C" to create parcels equivalent in size and configuration to those labelled Lot 1 and Lot B.
- b) Upon Subdivision of the Lands and creation of a legal parcel equivalent in size, location and configuration of the parcel shown as Lot B on the proposed subdivision plan attached hereto (the "Lot B Equivalent"), if the Local Trust Committee, acting reasonably, is satisfied that the Lot B Equivalent is reasonably equivalent to the Lot B shown on the proposed subdivision plan and that, after a release is filed, this Agreement will remain on title and continue to bind the owner of the Lot B Equivalent, the Local Trust Committee will prepare and execute a release of this Agreement on any parcel that is not the Lot B Equivalent as soon as practicable (the "Release").
- c) Upon receipt of the executed Release from the Local Trust Committee, the owner of any parcel that is not the Lot B Equivalent may file the Release in the Land Title Office.
- d) Once the Release has been executed and filed, any reference to Lands in this Agreement shall be construed as a reference to the Lot B Equivalent and not any parcel that is not the Lot B Equivalent.

3.3 Order to Comply

If the Owner is in default of the performance or observance of this Agreement, the Local Trust Committee may give the Owner a notice of default requiring the Owner to comply with this Agreement within the reasonable time stated in the notice. The Owner agrees that any breach or default in the performance of this Agreement on its part must be corrected, to the satisfaction of the Local Trust Committee, within the time stated on the notice of default provided to the Owner by the Local Trust Committee.

3.4 Society Standing

If the Owner is a society, the Owner must maintain its standing as a society under the *Society Act* and must not amend its Constitution in any manner that would prevent, or adversely affect, the ability of the Society to perform its obligations under this Agreement.

3.5 Specific Performance of Agreement

The Owner agrees that the Local Trust Committee is entitled to obtain an order for specific performance of this Agreement and a prohibitory or mandatory injunction in respect of any breach by the Owner of this Agreement, in view of the public interest in restricting the occupancy of the Rental Housing Units. The Owner further acknowledges that a breach of this Agreement may constitute a breach of the Local Trust Committee's Land Use Bylaw.

3.6 Assignment

The Owner acknowledges that the Local Trust Committee may delegate or assign the administration and management of this Agreement to a third party, and, in that event, any reference in this Agreement to the Local Trust Committee shall be interpreted as a reference to that party provided that the Local Trust Committee has so advised the Owner.

3.7 Indemnity

The Owner shall indemnify and save harmless the Local Trust Committee and each of its elected officials, officers, directors, employees, and agents from and against all claims, demands, actions, loss, damage, costs, and liabilities for which any of them may be liable by reason of any act or omission of the Owner or its officers, directors, employees, agents or contractors or any other person for whom the Owner is by law responsible in relation to this Agreement, unless resulting from the respective gross negligence or unlawful acts of the Local Trust Committee or its elected officials, officers, directors, employees, and agents.

The Local Trust Committee shall indemnify and save harmless the Owner and each of its officers, directors, employees, agents or contractors or any other person for whom the Owner is by law responsible in relation to this Agreement, from and against all claims, demands, actions, loss, damage, costs and liabilities for which any of them may be liable by reason of any act or omission of the Local Trust Committee or its elected officials, officers, directors, employees, or agents, unless resulting from the respective gross negligence or unlawful acts of the Owner or its officers, directors, employees, agents or contractors or any other person for whom the Owner is by law responsible in relation to this Agreement.

This clause will survive the termination of this Agreement.

3.8 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 of the Lands, or relieve the Owner from complying with any enactment.

3.9 No Public Law Duty

Wherever in this Agreement an act, determination, consent, approval or agreement of the Local Trust Committee is provided for, such act, determination, consent, approval or agreement may be done or made in accordance with the terms of this Agreement and no public law duty, whether arising from the principles of procedural fairness or the rules of natural justice shall have any application.

3.10 No Waiver

No condoning, excusing or overlooking by a party of any default under this Agreement of the other party, nor any consent, approval, or agreement whether written or otherwise shall be taken to operate as a waiver by the non-defaulting party of any subsequent default or of the necessity for further consent, approval or agreement in respect of a subsequent matter requiring it under this Agreement, or in any way to defeat or affect the rights or remedies of the non-defaulting party.

3.11 Dispute Resolution

Any matter in dispute between the parties under this Agreement, including any disputes as to whether a particular individual is eligible to occupy a Rental Housing Unit, must be referred to a single arbitrator if the parties can agree on one, and otherwise to three arbitrators, one to be appointed by each of the parties and the third by those two so appointed, and the matter must be resolved in accordance with the provisions of the *Arbitration Act* (British Columbia).

3.12 Notice on Title

The Owner acknowledges and agrees that this Agreement constitutes both a covenant under Section 219 of the *Land Title Act* and a housing agreement under Section 483 of the *Local Government Act*, the Local Trust Committee is required to file a notice of housing agreement in the Land Title Office against title to the Lands, and once such a notice is filed, this Agreement binds all persons who acquire an interest in the Lands as a housing agreement under Section 483 of the *Local Government Act*.

3.13 Covenant Runs with the Land

Every obligation and covenant of the Owner in this Agreement constitutes both a contractual obligation and a covenant granted by the Owner to the Local Trust Committee in accordance with section 219 of the *Land Title Act* in respect of the Lands and this Agreement burdens the Lands and runs with it and binds the Owner's successors in title and binds every parcel into which it is consolidated or subdivided by any means, including, by subdivision or by strata plan.

3.14 Limitation on Owner's Obligations

The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Lands, provided that once the Release has been executed and filed in accordance with section 3.2, the Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Lot B Equivalent.

3.15 Amendment and Termination

This Agreement may not be modified or amended except by bylaw of the Local Trust Committee, upon an agreement in writing between the Local Trust Committee and the Owner.

3.16 Notices

Any notice required to be given pursuant to this Agreement shall be in writing and shall be given to the Owner or the Local Trust Committee, as the case may be, at the address first above written, or to any other address of which either the Owner or the Local Trust Committee may advise the others in writing in accordance with this paragraph. Notice to the Local Trust Committee must be addressed to the Secretary of the Islands Trust. If given in person or by facsimile transmission, such notice will be deemed to be received when delivered and, if mailed, such notice will be deemed to be received only when actually received by the party to whom it is addressed.

3.17 Enurement

This Agreement is binding upon and enures to the benefit of the parties and their respective successors and permitted assigns.

3.18 Remedies Cumulative

The remedies specified in this Agreement are cumulative and are in addition to any remedies of the parties at law or in equity. No remedy shall be deemed to be exclusive, and a party 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.

3.19 Severability

If any term or provision of this Agreement, or its application to any person or circumstance shall to any extent be found to be invalid and unenforceable, the remainder of this Agreement, 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, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

3.20 Joint and Several

In the case of more than one Owner, the grants, covenants, conditions, provisions, agreements, rights, powers, privileges and liabilities of the Owner shall be construed and held to be several as well as joint.

3.21 Further Acts

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

3.22 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the province of British Columbia.

3.23 Joint Venture

Nothing in this Agreement shall constitute the Owner as an agent, joint venture or partner of the Local Trust Committee or give the Owner any authority or power to bind the Local Trust Committee in any way.

3.24 Time of Essence

Time is of the essence in this Agreement.

3.25 Further Assurances

The parties shall execute and do all such further deeds, acts, things and assurances as they reasonably require to carry out the intent of this Agreement.

3.26 Priority

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

3.27 Deed and Contract

By executing and delivering this Agreement each of the parties intends to create both a contract and a deed executed and delivered under seal.

As evidence of their agreement to be bound by the above terms, the owner and the Local Trust Committee each have executed and delivered this Agreement under seal by executing Part 1 of the *Land Title Act* Form C to which this Agreement is attached and which forms part of this Agreement, and the authorized signatory(ies) of the Society has executed these terms of instrument.

SCHEDULE "A"

**OWNER STATUTORY
DECLARATION**

CANADA

IN THE MATTER OF A HOUSING AGREEMENT

PROVINCE OF BRITISH COLUMBIA

WITH THE GALIANO ISLAND LOCAL TRUST

COMMITTEE ("Housing Agreement")

I, _____

declare that:

1. I am the _____ [director, officer, employee] of the [Owner's], the owner of the land known as _____, Galiano Island, legally described as Parcel Identifier: _____
Legal Description: _____
(the "Lands")
2. I make this declaration to the best of my personal knowledge.
3. This declaration is made pursuant to the Housing Agreement registered against the Lands.
4. For the period from _____ to _____, the Rental Housing Unit were used only by Qualified Renters (as defined in the Housing Agreement).
5. At no time during the last year were any of the Rental Housing Units used as a short-term vacation rental.
6. The rental payments charged for the Rental Housing Units were in compliance with the Housing Agreement.
7. No subletting of the Lands has been permitted.
8. I acknowledge and agree to comply with all of the Owner's obligations under the Housing Agreement, and other charges registered against the Lands and confirm that the Owner has complied with all of its 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 _____, British Columbia, this ____ day of _____.

A Commissioner for taking Affidavits
in British Columbia

Signature of person making declaration

SCHEDULE "B"

Eligibility Criteria for Tenancy

A Qualified Renter means a person aged 19 years or older who meets the financial and other requirements of the Housing Agreement (the "Agreement") and fits into at least one of the following categories, subject to the Operating Agreement, and which are not listed in any particular priority order:

- 1) Residents of Galiano Island;
- 2) Indigenous peoples with rights and responsibilities in and around what is known as Galiano Island, or, is considered by members of these First Nation communities to be part of the First Nation community.

Except that where there are no persons meeting the categories specified in clause 1 or 2 above, who make an application to rent an available unit and the lack of applications from the categories specified above would result in a unit being vacant for more than one month, then a Qualified Renter may be a person aged 19 years or older who meets the financial and other requirements of the Agreement and fits into at least one of the following categories, which are not listed in any particular priority order:

- a. Previous resident of Galiano Island who has lived away from the island for a maximum of three consecutive years; or
- b. Non-resident who is hired to begin at least half-time work (20 hours per week) on Galiano Island; or
- c. Person with immediate family already living on Galiano Island. For greater clarity, immediate family means an individual to whom the person is related by blood, or by marriage, or common-law relationship, or by adoption..

Except that where there are no persons meeting the categories specified in clause 1 or 2, nor a, b, or c above, who make an application to rent an available unit and the lack of applications from the categories specified above would result in a unit being vacant for more than one month, then a Qualified Renter may be any person permitted by the Operating Agreement who meets the financial and other requirements of the Agreement.

Housing Agreement and Section 219 Covenant

THIS AGREEMENT DATED FOR REFERENCE THE _____ DAY OF _____, 20____, IS

BETWEEN:

GALIANO AFFORDABLE LIVING INITIATIVE SOCIETY, a society incorporated under the laws of the province of British Columbia with number S0072896 and having its office at #6-33 Manzanita Road, Galiano Island, BC, V0N 1P0

(the “Owner”);

AND:

GALIANO ISLAND LOCAL TRUST COMMITTEE, a corporation under the *Islands Trust Act*, having an office at 2nd Floor, 1627 Fort Street, Victoria, B.C., V8R 1H8

(the “Local Trust Committee”)

WHEREAS:

- A. The Owner is the registered owner of the Lands situated at 280 Georgeson Bay Road on Galiano Island, British Columbia, and legally described as:

PID: 001-416-987

Lot 1 District Lot 3 GALIANO ISLAND COWICHAN DISTRICT PLAN 29126

(the “Lands”);

- B. The Lands will be rezoned by the Local Trust Committee, with permission of the Owner by means of Galiano Island Land Use Bylaw 127, 1999 Amendment No. 1, 2020, to permit the development of affordable multi-family rental housing (the “Rezoning”);
- C. The Galiano Affordable Living Initiative Society intends to rent units on the Lands, by way of Tenancy Agreement, to Qualified Renters at affordable rates;
- D. The Local Trust Committee may pursuant to Section 29 of the *Islands Trust Act* and Section 483 of the *Local Government Act*, enter into an agreement with an owner of land that includes terms and conditions regarding the occupancy, tenure and availability to specified classes of persons of dwelling units located on those lands;

- E. Section 219 of the *Land Title Act* permits the registration of a covenant of a negative or positive nature in favour of the Local Trust Committee in respect of the use of land or construction on land;
- F. The Owner and the Local Trust Committee wish to enter into this Agreement to provide rental housing on the Lands on the terms and conditions of this Agreement to have effect as both a covenant under section 219 of the *Land Title Act* and a housing agreement under section 483 of the *Local Government Act*; and
- G. The Local Trust Committee has, by bylaw, authorized the execution of this Agreement and the Owner has duly authorized the execution of this Agreement.

THIS AGREEMENT is evidence that in consideration of \$1.00 paid by the Local Trust Committee to the Owner (the receipt of which is acknowledged by the Owner), and in consideration of the promises exchanged below, the Local Trust Committee and the Owner agree, as covenants granted by the Owner to the Local Trust Committee under Section 219 of the *Land Title Act*, and as a housing agreement between the Owner and the Local Trust Committee under Section 483 of the *Local Government Act*, as follows:

Article 1: Definitions and Interpretation

1.1 Definitions – In this Agreement:

- “Affordable Housing Funder” means an entity with a mandate to create and promote affordable housing, such as BC Housing or CMHC, that provides a grant or preferential rate loan to support the development of Rental Housing Units on the Lands.
- “Annual Household Income” means the combined gross income of all adult members of a Household, as shown on line 150 of the preceding year’s T1 General Income Tax and Benefit return.
- “BC Housing” means the British Columbia Housing Management Commission or BC Housings’ successor in function. For clarity, a “successor in function” of BC Housing will be a Crown Corporation, governmental department or other entity with a mandate from the provincial government to provide British Columbians with access to affordable, safe and appropriate housing that is accountable to the province’s Minister responsible for Housing or their successor.
- “Business Days” means Monday to Friday inclusive except for those excluded days declared by lawful authority as holidays.
- “Census Profile” means the most recently available census profile published by Statistics Canada for the Southern Gulf Islands, regional district electoral area census subdivision or, in the event that Southern Gulf Islands, regional district electoral area census subdivision is amended, eliminated or replaced, a successor census subdivision which includes Galiano Island;
- “CMHC” means Canada Mortgage and Housing Corporation or its successors in function.
- “Dwelling” means a dwelling as defined in the Galiano Island Land Use Bylaw 127, 1999.

“Household”	means one or more individuals occupying the same Dwelling.
"Income of Couples with Children"	means the median total income of couple economic families with children as determined by Statistics Canada in the Census Profile.
"Income of Couples without Children"	means the median total income of couple economic families without children or other relatives as determined by Statistics Canada in the Census Profile.
"Income of Lone-Parent Families"	means the median total income of lone-parent economic families as determined by Statistics Canada in the Census Profile.
"Income of One-Person Households"	means the median total income of one-person households as determined by Statistics Canada in the Census Profile.
“Lands”	has the meaning ascribed in Recital A.
“Low and Moderate Income Limits”	<p>means, as determined by BC Housing from time to time,</p> <p style="margin-left: 40px;">a) for residential units with less than two (2) bedrooms, an Annual Household Income that does not exceed the median income for couples without children in British Columbia, as an example, for 2022 this figure is \$77,430; and</p> <p>for residential units with two (2) or more bedrooms, an Annual Household Income that does not exceed the median income for families with children in British Columbia, and as an example, for 2022 this figure is \$120,990.</p>
“Operating Agreement”	<p>b) means an agreement that sets out the amount, duration, and conditions of the subsidy provided by the provincial and/or federal governments, or an Affordable Housing Funder for the construction and/or operation of Rental Housing Units.</p>
“Owner”	means the registered owner of the Lands, provided however that upon the execution and filing of the Release with the Land Title Office, it means the registered owner of the Lot B Equivalent only.
“Permitted Housing Operator”	means the Gulf Islands Galisle Affordable Rental Housing SocietyGaliano Affordable Living Initiative Society, BC Housing, CMHC, a housing society, a non-profit housing corporation, or other entity approved by the Local Trust Committee in writing.
“Qualified Renter”	means a person who meets the eligibility criteria for tenancy as set out in Schedule B and who meets the occupancy criteria set out in Section 2.3 of this Agreement and the Operating Agreement, if any.
“Release”	has the meaning ascribed in section 3.2(b).
“Rental Housing Unit”	means a Dwelling on the Lands in respect of which the construction, tenure, rent, and occupancy are restricted in accordance with this Agreement.
“Residential	means the <i>Residential Tenancy Act</i> (British Columbia).

Tenancy Act”

“Rezoning” has the meaning ascribed in Recital B.

“Statistics Canada” means the national statistics office or Statistics Canada’s successor in function.

“Subdivide” means to divide, apportion, consolidate or subdivide the Lands or any building on the Lands, or the ownership or right to possession or occupation of the Lands or any building on the Lands, into two or more lots, strata lots, parcels, parts, portions or shares, whether by plan, descriptive words or otherwise, under the *Land Title Act*, the *Strata Property Act* (British Columbia), or otherwise, and includes the creation, conversion, organization or development of “cooperative interests” or a “shared interest in land” as defined in the *Real Estate Development Marketing Act* (British Columbia).

“Tenancy Agreement” means a written tenancy agreement as defined in, and subject to, the Residential Tenancy Act.

“Tenant Default” has the meaning ascribed in section 2.3(d)(v).

1.2 Interpretation –

Reference in this Agreement to:

- a) A “party” is a reference to a party in this Agreement;
- b) A particular numbered “article” or “section” or to a particular lettered “schedule” is a reference to the corresponding numbered or lettered article, section, or schedule of this Agreement;
- c) An “enactment” is a reference to an enactment as defined in the *Interpretation Act* and is a reference to any revision, amendment or re-enactment of, or replacement for, that enactment;
- d) Wherever the singular or gendered language is used in this Agreement, it shall be deemed to include the plural or all genders, or the body politic or corporate, where the context or the parties so require; and
- e) The Local Trust Committee includes a reference to its successors in function, including a municipality.

1.3 Headings

The division of this Agreement into articles, sections and schedules is for convenience of reference only and does not affect its interpretation. The article and section headings used in this Agreement are for convenience of reference only and do not affect the interpretation of this Agreement.

1.4 Entire Agreement

This is the entire agreement among the parties concerning its subject and may be amended only in accordance with section 3.16.

Article 2 – Rental Housing

2.1 Agreement over the Lands

Pursuant to section 219 of the *Land Title Act* and section 483 of the *Local Government Act*, the Owner covenants and agrees that:

- a) The Lands will not be developed, and no new building or structure will be constructed on the Lands unless the Owner constructs Rental Housing Units in accordance with this Agreement, any development permit or rezoning issued by the Local Trust Committee, and any building permit issued by the Capital Regional District.
- b) Neither the Lands nor any building thereon may be subdivided without prior approval of the Local Trust Committee, such approval not to be unreasonably withheld.
- c) It will design, construct, and maintain the Rental Housing Units in a satisfactory state of repair and fit for habitation and will comply with this Agreement and all laws, including health and safety standards applicable to the Lands.
- d) If a building is demolished or is otherwise replaced, this Agreement shall continue to apply to the Lands and the construction on the Lands shall be subject to the requirements of this Agreement.

2.2 Minimum Construction Requirements

All the Rental Housing Units will be designed and constructed to the same standard in terms of layout, skill, and materials.

2.3 Occupancy of Rental Housing Units

The Owner covenants and agrees that Rental Housing Units will only be occupied when all of the following criteria are met:

- a) the Household's Annual Household Income does not exceed the Low and Moderate Income Limits for the specified unit type at the time of application and initial occupancy;
- b) the Household is composed of at least one Qualified Renter;
- c) the Qualified Renter will occupy the Rental Housing Unit as its permanent, principal, and sole residence;
- d) the Qualified Renter has signed a Tenancy Agreement with the Owner, and subject to any contrary provisions in the *Residential Tenancy Act*, the Tenancy Agreement includes;
 - i. a clause prohibiting subletting for short-term vacation rentals and in all other circumstances prohibiting subletting without obtaining prior Owner consent in

- accordance with section 2.7;
- ii. notice of the existence of this Agreement and the occupancy restrictions applicable to the Rental Housing Unit, and notice that the Owner will provide to each Qualified Renter upon their request, a copy of this Agreement;
 - iii. a clause requiring the Qualified Renter to comply with the use and occupancy restrictions contained in this Agreement;
 - iv. a clause requiring Qualified Renters to seek prior permission of the Owner before engaging in a home business based out of the Rental Housing Unit; and
 - v. a clause confirming that a breach by the Qualified Renter of any of the provisions set out in 2.3(d)(i), 2.3(d)(iii) or 2.3(d)(iv) (each of which constitutes a "Tenancy Default") will entitle the Owner to end the tenancy for cause, in accordance with the Residential Tenancy Act, as a failure to comply with a material term

2.4 Amount of Rent Payable for Rental Housing Units

The Owner covenants and agrees that:

- a) Rent for 1-bedroom Rental Housing Units in a calendar year will on average be at or below 30% of the average of:
 - a. Income of One-Person Households; and
 - b. Income of Couples without Children.
- b) Rent for 2-bedroom Rental Housing Units in a calendar year will on average be at or below 30% of the average of:
 - a. Income of Couples with Children; and
 - b. Income of Lone-Parent Families.
- c) Rent for 3-bedroom Rental Housing Units in a calendar year will on average be at or below 30% of the Income of Couples with Children.
- d) It will not require any Qualified Renter under a Tenancy Agreement to pay any extra charges or fees for use of any common area or amenity, or for sanitary sewer, storm sewer, water utilities, property taxes and similar services. For clarity, this limitation does not apply to parking, cablevision, telecommunications, laundry, or gas or electricity utility fees or charges.

2.5 Policies/Rules and Regulations/Administration by Owner

The Owner is authorized to make and administer rules, regulations and policies as reasonably necessary to fully implement and achieve the policy goals set out in this Agreement. Such rules, regulations and policies may include, but are not limited to, the following:

- a) Establishing and maintaining a wait list of potential Qualified Renters; and
- b) Establishing, administering and enforcing a rental policy applicable to the terms of this Agreement and in accordance with the *Residential Tenancy Act*.

2.6 No Sublease of Rental Housing Unit Unless Requirements Met

The Owner will not consent to the sublease of a Tenancy Agreement, except in accordance with this Agreement, the Residential Tenancy Act, and the Owner's rules, regulations and policies. For greater clarity, the Owner will not consent to a sublease for the purposes of a short-term vacation rental, and the Owner will not otherwise consent to a sublease unless the sublessee meets the requirements set out in section 2.3.

2.7 Monitoring and Reporting to the Local Trust Committee

The Owner must deliver to the Local Trust Committee once each year on or before July 1, a completed statutory declaration, substantially in the form attached as Schedule "A", sworn by the Owner. Additionally, the Local Trust Committee may request this statutory declaration up to one additional time in any calendar year, and the Owner must complete and supply the completed statutory declaration within 10 Business Days of receiving a request from the Local Trust Committee. The Owner irrevocably authorizes the Local Trust Committee to make reasonable inquiries it considers necessary in order to confirm compliance with this Agreement.

2.8 Operating Agreement Prevails

The provisions in section 2.3 and 2.4 apply except if the Rental Housing Units are subject to an Operating Agreement which conflicts with all or any of them, in which case the Operating Agreement prevails to the extent of the conflict only.

Prior to execution of an Operating Agreement that the Owner expects to conflict with the provisions in sections 2.3 and 2.4 of this Agreement, the Owner shall provide the draft Operating Agreement to the Local Trust Committee. The Local Trust Committee may request that Affordable Housing Funder modify the terms of the Operating Agreement so that its terms do not conflict with sections 2.3 and 2.4 of this Agreement.

Article 3 – General Terms

3.1 Management

The Owner covenants and agrees that:

- a) it will furnish, or cause a Permitted Housing Operator to furnish, good and efficient management of the Lands and the Rental Housing Units on the Lands;
- b) if and when the Local Trust Committee has reasonable grounds to believe that a continuing breach of this Agreement exists, it will permit the Local Trust Committee to inspect the Lands and any buildings at any reasonable time with reasonable notice, subject to the notice provisions of the Residential Tenancy Act; and
- c) if the Owner is not the Permitted Housing Operator, the Owner will at all times cause the Permitted Housing Operator to administer, manage and operate the Rental Housing Units and will cause the Permitted Housing Operator to administer, manage and operate the Rental Housing Units in accordance with all of the restrictions and requirements of this Agreement, and

the Owner's obligations under this Agreement. For clarity, the Owner's engagement of a Permitted Housing Operator pursuant to this Agreement will not relieve the Owner from any of the Owner's obligations under this Agreement or any of the restrictions or requirements of this Agreement.

3.2 Order to Comply

If the Owner is in default of the performance or observance of this Agreement, the Local Trust Committee may give the Owner a notice of default requiring the Owner to comply with this Agreement within the reasonable time stated in the notice. The Owner agrees that any breach or default in the performance of this Agreement on its part must be corrected, to the satisfaction of the Local Trust Committee, within the time stated on the notice of default provided to the Owner by the Local Trust Committee.

3.2 Society Standing

If the Owner is a society, the Owner must maintain its standing as a society under the *Society Act* and must not amend its Constitution in any manner that would prevent, or adversely affect, the ability of the Society to perform its obligations under this Agreement.

3.3 Specific Performance of Agreement

The Owner agrees that the Local Trust Committee is entitled to obtain an order for specific performance of this Agreement and a prohibitory or mandatory injunction in respect of any breach by the Owner of this Agreement, in view of the public interest in restricting the occupancy of the Rental Housing Units. The Owner further acknowledges that a breach of this Agreement may constitute a breach of the Local Trust Committee's Land Use Bylaw.

3.4 Assignment

The Owner acknowledges that the Local Trust Committee may delegate or assign the administration and management of this Agreement to a third party, and, in that event, any reference in this Agreement to the Local Trust Committee shall be interpreted as a reference to that party provided that the Local Trust Committee has so advised the Owner.

3.5 Indemnity

The Owner shall indemnify and save harmless the Local Trust Committee and each of its elected officials, officers, directors, employees, and agents from and against all claims, demands, actions, loss, damage, costs, and liabilities for which any of them may be liable by reason of any act or omission of the Owner or its officers, directors, employees, agents or contractors or any other person for whom the Owner is by law responsible in relation to this Agreement, unless resulting from the respective gross negligence or unlawful acts of the Local Trust Committee or its elected officials, officers, directors, employees, and agents.

The Local Trust Committee shall indemnify and save harmless the Owner and each of its officers, directors, employees, agents or contractors or any other person for whom the Owner is by law responsible in relation to this Agreement, from and against all claims, demands, actions, loss, damage,

costs and liabilities for which any of them may be liable by reason of any act or omission of the Local Trust Committee or its elected officials, officers, directors, employees, or agents, unless resulting from the respective gross negligence or unlawful acts of the Owner or its officers, directors, employees, agents or contractors or any other person for whom the Owner is by law responsible in relation to this Agreement.

This clause will survive the termination of this Agreement.

3.6 Release

The Owner releases and forever discharges the Local Trust Committee and each of its elected officials, officers, directors, employees, and agents and each of their heirs, executors, administrators, personal representatives, successors and assigns from all claims, demands, damages, actions, or causes of action arising out of advice or direction respecting the ownership, lease, operation or management of the Lands or the Rental Housing Units which has been or at any time after the commencement of this Agreement may be given to the Owner by all or any of them, unless resulting from the respective gross negligence or unlawful acts of the Local Trust Committee or its elected officials, officers, directors, employees, and agents and each of their heirs, executors, administrators, personal representatives, successors and assigns.

The Local Trust Committee releases and forever discharges the Owner and each of its officers, directors, employees, agents and contractors, and any other person for whom the Owner is by law responsible in relation to this Agreement 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 advice or direction respecting the ownership, lease, operation or management of the Lands or the Rental Housing Units which has been or at any time after the commencement of this Agreement may be given to the Local Trust Committee by all or any of them, unless resulting from the respective gross negligence or unlawful acts of the Owner or its officers, directors, employees, agents and contractors, and any other person for whom the Owner is by law responsible in relation to this Agreement and each of their heirs, executors, administrators, personal representatives, successors and assigns.

This clause will survive the termination of this Agreement.

3.7 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 of the Lands, or relieve the Owner from complying with any enactment.

3.8 No Public Law Duty

Wherever in this Agreement an act, determination, consent, approval or agreement of the Local Trust Committee is provided for, such act, determination, consent, approval or agreement may be done or made in accordance with the terms of this Agreement and no public law duty, whether arising from the principles of procedural fairness or the rules of natural justice shall have any application.

3.9 No Waiver

No condoning, excusing or overlooking by a party of any default under this Agreement of the other party, nor any consent, approval, or agreement whether written or otherwise shall be taken to operate as a waiver by the non-defaulting party of any subsequent default or of the necessity for further consent, approval or agreement in respect of a subsequent matter requiring it under this Agreement, or in any way to defeat or affect the rights or remedies of the non-defaulting party.

3.10 Dispute Resolution

Any matter in dispute between the parties under this Agreement, including any disputes as to whether a particular individual is eligible to occupy a Rental Housing Unit, must be referred to a single arbitrator if the parties can agree on one, and otherwise to three arbitrators, one to be appointed by each of the parties and the third by those two so appointed, and the matter must be resolved in accordance with the provisions of the *Arbitration Act* (British Columbia).

3.11 Notice on Title

The Owner acknowledges and agrees that this Agreement constitutes both a covenant under Section 219 of the *Land Title Act* and a housing agreement under Section 483 of the *Local Government Act*, the Local Trust Committee is required to file a notice of housing agreement in the Land Title Office against title to the Lands, and once such a notice is filed, this Agreement binds all persons who acquire an interest in the Lands as a housing agreement under Section 483 of the *Local Government Act*.

3.12 Covenant Runs with the Land

Every obligation and covenant of the Owner in this Agreement constitutes both a contractual obligation and a covenant granted by the Owner to the Local Trust Committee in accordance with section 219 of the *Land Title Act* in respect of the Lands and this Agreement burdens the Lands and runs with it and binds the Owner's successors in title and binds every parcel into which it is consolidated or subdivided by any means, including, by subdivision or by strata plan.

3.13 Limitation on Owner's Obligations

The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Lands.

3.14 Amendment and Termination

This Agreement may not be modified or amended except by bylaw of the Local Trust Committee, upon an agreement in writing between the Local Trust Committee and the Owner.

3.15 Notices

Any notice required to be given pursuant to this Agreement shall be in writing and shall be given to the Owner or the Local Trust Committee, as the case may be, at the address first above written, or to any other address of which either the Owner or the Local Trust Committee may advise the others in writing in accordance with this paragraph. Notice to the Local Trust Committee must be addressed to the Secretary of the Islands Trust. If given in person or by facsimile transmission, such notice will be deemed to be received when delivered and, if mailed, such notice will be deemed to be received only when

actually received by the party to whom it is addressed.

3.16 Enurement

This Agreement is binding upon and enures to the benefit of the parties and their respective successors and permitted assigns.

3.17 Remedies Cumulative

The remedies specified in this Agreement are cumulative and are in addition to any remedies of the parties at law or in equity. No remedy shall be deemed to be exclusive, and a party 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.

3.18 Severability

If any term or provision of this Agreement, or its application to any person or circumstance shall to any extent be found to be invalid and unenforceable, the remainder of this Agreement, 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, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

3.19 Joint and Several

In the case of more than one Owner, the grants, covenants, conditions, provisions, agreements, rights, powers, privileges and liabilities of the Owner shall be construed and held to be several as well as joint.

3.20 Further Acts

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

3.21 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the province of British Columbia.

3.22 Joint Venture

Nothing in this Agreement shall constitute the Owner as an agent, joint venture or partner of the Local Trust Committee or give the Owner any authority or power to bind the Local Trust Committee in any way.

3.23 Time of Essence

Time is of the essence in this Agreement.

3.24 Further Assurances

The parties shall execute and do all such further deeds, acts, things and assurances as they reasonably require to carry out the intent of this Agreement.

3.25 Priority

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

3.26 Deed and Contract

By executing and delivering this Agreement each of the parties intends to create both a contract and a deed executed and delivered under seal.

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

SCHEDULE "A"

**OWNER STATUTORY
DECLARATION**

CANADA

IN THE MATTER OF A HOUSING AGREEMENT

PROVINCE OF BRITISH COLUMBIA

WITH THE GALIANO ISLAND LOCAL TRUST
COMMITTEE ("Housing Agreement")

I, _____

declare that:

1. I am the _____ [director, officer, employee] of the [Owner's], the owner of the land known as _____, Galiano Island, legally described as Parcel Identifier: _____
Legal Description: _____
(the "Lands")
2. I make this declaration to the best of my personal knowledge.
3. This declaration is made pursuant to the Housing Agreement registered against the Lands.
4. For the period from _____ to _____, the Rental Housing Unit were used only by Qualified Renters (as defined in the Housing Agreement).
5. At no time during the last year were any of the Rental Housing Units used as a short-term vacation rental.
6. The rental payments charged for the Rental Housing Units were in compliance with the Housing Agreement.
7. No subletting of the Lands has been permitted, except in accordance with section 2.6 of the Housing Agreement (No Sublease of Rental Housing Unit Unless Requirements Met).
8. I confirm that the Owner has complied with all of its obligations under these Agreements and other charges registered against the Lands.
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 _____, British Columbia, this ___ day of _____.

A Commissioner for taking Affidavits
in British Columbia

Signature of person making declaration

SCHEDULE "B"

Eligibility Criteria for Tenancy

A Qualified Renter means a person aged 19 years or older who meets the financial and other requirements of the Housing Agreement (the "Agreement") and fits into at least one of the following categories, subject to the Operating Agreement, and which are not listed in any particular priority order:

- 1) Residents of Galiano Island;
- 2) Indigenous peoples with rights and responsibilities in and around what is known as Galiano Island, or, is considered by members of these First Nation communities to be part of the First Nation community.

Except that where there are no persons meeting the categories specified in clause 1 or 2 above, who make an application to rent an available unit and the lack of applications from the categories specified above would result in a unit being vacant for more than one month, then a Qualified Renter may be a person aged 19 years or older who meets the financial and other requirements of the Agreement and fits into at least one of the following categories, which are not listed in any particular priority order:

- a. Previous resident of Galiano Island who has lived away from the island for a maximum of three consecutive years; or
- b. Non-resident who is hired to begin at least half-time work (20 hours per week) on Galiano Island; or
- c. Person with immediate family already living on Galiano Island. For greater clarity, immediate family means an individual to whom the person is related by birth, or by marriage, or common-law relationship, or by adoption.

Except that where there are no persons meeting the categories specified in clause 1 or 2, nor a, b, or c above, who make an application to rent an available unit and the lack of applications from the categories specified above would result in a unit being vacant for more than one month, then a Qualified Renter may be any person permitted by the Operating Agreement who meets the financial and other requirements of the Agreement.

