



Galiano Island Local Trust Committee

Special Meeting Agenda

Date: July 26, 2022
Time: 12:30 pm
Location: Galiano South Community Hall
141 Sturdies Bay Road, Galiano Island, BC

Pages

1. **CALL TO ORDER**
2. **APPROVAL OF AGENDA**
3. **BUSINESS**
 - 3.1. **Galiano Affordable Living Initiative Society (GALI) Housing Agreement, s. 219 Covenants and Septic Report - Staff Memo** 2 - 50
4. **ADJOURNMENT**



MEMORANDUM

File No.: GL-RZ-2021.1
(GALI)

DATE OF MEETING: July 26, 2022

TO: Galiano Island Local Trust Committee

FROM: Brad Smith, Island Planner
Southern Team

COPY: Robert Kojima, RPM

SUBJECT: GALI Housing Agreement, s. 219 Covenants and Septic Report updates

PURPOSE

The purpose of this staff memo is to update the Local Trust Committee (LTC) on the status of the GALI draft Housing Agreement, draft s. 219 covenants and final septic report in preparation for the upcoming Community Information Meeting (CIM) and public hearing scheduled for September 6 and September 27, 2022, respectively.

REPORT UPDATES

Housing Agreement

The LTC passed the following resolution at the March 7, 2022 regular meeting:

GL-2022-29

It was Moved and Seconded,

that the Galiano Island Local Trust Committee direct staff and legal counsel to draft a Housing Agreement based on the proposed Option 2 “rent structure” as described in the March 7, 2022 staff report for application GL-RZ-2021.1 (GALI), and including Housing Income Limits based on low to moderate income limits as determined periodically by BC Housing.

CARRIED

The attached housing agreement (Attachment 1) has completed legal review by Islands Trust legal counsel and is considered by staff to be a draft final version unless the LTC requires any further changes. The rent structure of the housing agreement is consistent with what was presented to the LTC at the March 7, 2022 meeting.

As the housing agreement is an administrative bylaw, it will be brought to the LTC for first, second and third reading following the public hearing. It will also require executive committee approval prior to final adoption.

S. 219 Covenants

The LTC passed the following resolution at the March 7, 2022 regular meeting:

GL-2022-30

It was Moved and Seconded,

that the Galiano Island Local Trust Committee direct staff and legal counsel to draft a Land Title Act s. 219 covenant based on the staff recommendations in Attachment 1 of the March 7, 2022 staff report for application GL-RZ-2021.1 (GALI).

CARRIED

The applicant's legal counsel has developed two s. 219 covenants in consideration of this direction. The first attached covenant contains covenant conditions that are considered temporary (Attachment 2), and the applicant will seek to discharge this covenant post-construction when all conditions have been met. The second attached covenant (Attachment 3) contains covenant conditions that are considered permanent, and this covenant will remain in place in perpetuity.

Islands Trust legal counsel has undertaken an initial review of both covenants, and the attached versions include a majority of the suggested changes from legal counsel and staff to address issues identified with wording, lack of clarity or where additional context is needed. Staff and legal counsel are still working with the applicant on some minor items within both covenants that still need refinement or further clarification. However, both staff and the applicant are of the view that these items are relatively minor in nature, and both parties will continue to refine and finalize through August and September as necessary, with more finalized covenants brought back to the LTC for further review and consideration.

Final sign-off of the covenants will be required prior to adoption of bylaws, which will not be until early October at earliest following executive committee approval.

Septic Report

While the first draft of the professional septic report provided in February 2021 recommended use of the upper bench on the property for septic system development, use of the north upper bench was eliminated as an option for ecological reasons presented within Keith Erickson's ecological assessment report.

As such, use of the north lower bench and the west mid-level bench will be required, and the septic professional has undertaken further work to determine viability of this site. It is the determination of the professional as described in the attached updated septic report dated July 2022 (Attachment 3) that a Type 3 onsite sewerage system suitable for the proposed development can be constructed to meet the current BC Provincial Sewerage System Regulation 326/2004.

It may be possible with further investigation to design a Type 2 or even a Type 1 system, but with the site conditions considered restrictive, a Type 3 system would likely be chosen due to reliability, flexibility, and overall cost. This would be determined at the time of the definition or detailed design phase through further test pits, hydraulic testing, and cost comparison.

The site servicing plan in the Water Management Plan (WMP) has also been updated to reflect the adjusted location of the dispersal field (Attachment 5).

NEXT STEPS

Complete additional legal review and finalize draft covenants in preparation for CIM and public hearing.

Complete statutory notifications for public hearing and an Active Page ad as per the LTC’s standing resolution.

Submitted By:	Brad Smith, PAg Island Planner	July 19, 2022
Concurrence:	Robert Kojima Regional Planning Manager	July 19, 2022

ATTACHMENTS

1. Draft final Housing Agreement
2. Draft s. 219 covenant – temporary terms
3. Draft s. 219 covenant – permanent terms
4. Septic Report Revision 1, July 2022
5. Site servicing plan from WMP – updated July 2022

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>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 Society, Galiano 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 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) 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.

PART 2 – TERMS OF INSTRUMENT

SECTION 219 COVENANT

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

AMONG:

GALIANO AFFORDABLE LIVING INITIATIVE SOCIETY, a
Society with an office at _____

(the “**Owner**”)

AND:

GALIANO ISLAND LOCAL TRUST COMMITTEE, a Corporation
under the *Islands Trust Act*, R.S.B.C. 1996, c.239, with an office at
Suite 200, 1627 Fort Street, Victoria, British Columbia, V8R 1H8

(the “**Trust Committee**”)

GIVEN THAT:

- A. The Owner is the registered owner in fee simple of that parcel of land located on Galiano Island, British Columbia which is legally described as:

Parcel Identification Number: 001-416-987

Legal Description: LOT 1 DISTRICT LOT 3 GALIANO ISLAND
COWICHAN DISTRICT PLAN 29196

(the “**Land**”);

- B. Section 219 of the *Land Title Act* (British Columbia) provides that there may be registered as a charge against the title to land a covenant, whether of a negative or positive nature, in respect of the use of land, the building on land, the subdivision of land and the preservation of land or a specified amenity on the land;
- C. The Owner wishes to grant and the Trust Committee wishes to accept this Covenant over the Land, restricting the use of the Land during the construction thereon in the manner specified;
- D. It is the intention of the parties that, upon the completion of the development of the Land, in accordance with Permit # _____ (the

- (c) The Owner will comply or cause its contractor and trades to comply with the “Monitoring” recommendations set out on page 37 of the Ecological Assessment Report;
- (d) The Owner will comply or cause its contractor and trades to comply with the 1st, 5th and 6th recommendations listed as “Recommendations for trees by planned housing” set out on page 3 of the Arborist Report;
- (e) Excavation and/or the driving of heavy equipment, trucks or excavators inside the Tree Protection Zone will be avoided to the extent reasonably possible and if required, will be supervised by a certified arborist

The Owner shall avoid any construction between July 1 – September 15 or, if construction during this period is the only option, irrigate all preserved trees using a drip method irrigation system or by hand with enough water supplied at regular intervals to encourage tree survival.

- (f) The Owner will comply or cause its contractor and trades to comply with the following recommendations set out in the Water Management Plan:
 - (i) Section 8.1 – Layout and Clearing: first and last recommendations;
 - (ii) Section 8.2 – Erosion Control: fifth and last recommendations; and
 - (iii) Section 8.3 – Drainage and Sediment Control: all seven recommendations

Restoration

- 3. Following completion of the Development, in accordance with Permit # _____, and to the satisfaction of XXX, the Owner will comply or cause its contractor and trades to comply with the “Restoration” recommendations 1, 2a, 2b, 2c and 4 set out on 36 and 37 of the Ecological Assessment Report.

Municipal Permits

- 4. The Owner will not apply for, nor will they be entitled to an occupancy permits, with respect to any building or other structure from time to time constructed or proposed to be constructed on the Lands, until the terms under section 2 and 3 of this Agreement have been satisfied to the satisfaction of X.

No Effect On Laws or Powers

- 5. This Agreement does not

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

Limitation on Obligations

6. The obligations and liabilities of the Owner arising out of and in relation to this Agreement are limited to such obligations and liabilities that arise while the Owner is the registered owner of any interest in the Land.

Indemnity

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

No Liability in Tort

8. The parties agree that this Agreement creates only contractual obligations. The parties agree that no tort obligations or liabilities of any kind exist between the parties in connection with the performance of or any default under or in respect of this Agreement. The intent of this section is to exclude tort liability of any kind and to limit the parties to their rights and remedies under the law of contract.

Covenant Runs With the Land

9. Every obligation and covenant of the Owner in this Agreement constitutes both a contractual obligation and a covenant granted under section 219 of the *Land Title Act* (British Columbia) in respect of the Land. This Agreement burdens the Land and runs with it and binds the successors in title to the

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

Deed and Contract

17. By executing and delivering this Agreement the Owner intends to create both a contract and a deed executed and delivered under seal.

As evidence of their agreement to be bound by the terms of this instrument, the parties each have executed the Land Title Office Form C which is attached hereto and which forms part of this Agreement.

**Schedule “A”
Arborist Report**

**Schedule “B”
Ecological Assessment Report**

**Schedule “C”
Water Management Plan**

PART 2 – TERMS OF INSTRUMENT

SECTION 219 COVENANT

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

AMONG:

GALIANO AFFORDABLE LIVING INITIATIVE SOCIETY, a
Society with an office at _____

(the “**Owner**”)

AND:

GALIANO ISLAND LOCAL TRUST COMMITTEE, a Corporation
under the *Islands Trust Act*, R.S.B.C. 1996, c.239, with an office at
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Parcel Identification Number: 001-416-987

Legal Description: LOT 1 DISTRICT LOT 3 GALIANO ISLAND
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(the “**Land**”);

- B. Section 219 of the *Land Title Act* (British Columbia) provides that there may be registered as a charge against the title to land a covenant, whether of a negative or positive nature, in respect of the use of land, the building on land, the subdivision of land and the preservation of land or a specified amenity on the land;
- C. The Owner wishes to grant and the Trust Committee wishes to accept this Covenant over the Land, restricting the use of the Land in the manner specified;

This Agreement is evidence that in consideration of the premises and covenants herein contained, the payment of two dollars (\$2.00) by the Trust Committee to

the Owner, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Definitions

1. In this Agreement:

- (a) “**Arborist Report**” means the report prepared by Beechwood Consultancy & Tree Service and dated December 21, 2021, a copy of which is attached hereto as Schedule “A”;
- (b) “**Development Area**” means the area of the Land proposed for buildings or structures, driveways, parking lots, landscaped areas, and a septic field
- (c) “**Ecological Assessment Report**” means the report prepared by Keith Erickson R.P. Bio. and dated May 20, 2021, a copy of which is attached hereto as Schedule “B”;
- (d) “**Tree Protection Zone**” means those areas marked in red circles on the Tree Protection Zone Map and further described in the chart appended to the Arborist Report as “Tree Protection Zone Radius in metres from the tree trunk”;
- (e) “**Large Diameter Trees**” means trees on the Land of or exceeding 1 metre in diameter;
- (f) “**Site Plan**” means the proposed plan for the use and development of the Land a copy of which is attached hereto as Schedule “C”;
- (g) “**Site Servicing Plan**” means the site servicing plan for the Land, a copy of which is attached hereto as Schedule “D”;
- (h) “**SPEA**” means the Streamside Protection and Enhancement Area described in the Ecological Assessment Report;
- (i) “**Tree Protection Zone Map**” means the site map appended as page 5 to the Arborist Report;
- (j) “**Water Management Plan**” means the Water Management Plan prepared by Gwail Engineering Ltd. and last revised August 19, 2021, a copy of which is attached hereto as Schedule “E”;

Ecological Protection – Environmental Assessment

2. The Land will not be constructed on, developed, or otherwise altered except in accordance with the following recommendations and requirements of the Ecological Assessment Report.
 - (a) no construction of any trails within the 30 metre SPEA;
 - (b) no discharge of any stormwater into the SPEA;
 - (c) ensure that any rain water runoff from buildings and services on the Land infiltrates into the ground, and is not discharged directly into the SPEA;
 - (d) take commercially reasonable efforts to minimize areas of impervious surfaces within the Lands;
 - (e) create bioswales rather than ditches as needed along driveways, parking areas and other impervious surfaces to slow surface runoff and promote infiltration of runoff back into the groundwater system;
 - (f) use commercially reasonable efforts to retain Large Diameter Trees and protect their Tree Protection Zone (which, for clarity, does not preclude the limbing of trees under the supervision of a certified arborist)
 - (g) use commercially reasonable efforts to retain forest structure and natural vegetation cover within and around the development area;
 - (h) use commercially reasonable efforts to retain large diameter coarse woody debris including stumps and dead standing trees to provide wildlife habitat.

Water Management Plan

3. The Land must not be used or occupied for residential purposes unless and until the Owner has installed dedicated water storage with a capacity of at least:
 - (a) 90,850 litres to meet the fire demand requirement (4.3.2 Water Management Plan);
 - (b) 2,875 litres to meet the balancing storage requirement (4.3.1 Water Management Plan); and
 - (c) 35,000 litres to meet the emergency storage requirement (4.3.3 Water Management Plan).

Groundwater Use Restrictions and Monitoring

4. The central well on the Land must be equipped with a totalizing water flow meter at its discharge line to monitor well usage and a water level sounding tube installed for taking periodic water level measurements in the well.
5. The Owner must provide unit blocks on domestic water meters.
6. Irrigation demand must be provided by rainwater harvesting from a cistern adjacent to each building.

Water and Stormwater System Design

7. The Land must not be used or occupied for residential purposes unless and until the Owner has installed a potable water system for domestic and fire systems that is consistent with the criteria set out within section 4 (including all subsections) of the Water Management Plan.
8. The Land must not be used or occupied for residential purposes unless and until the Owner has installed a stormwater detention system that is consistent with the criteria set out within section 6 (including all subsections) of the Water Management Plan.

Permitted Structures – Siting

9. The Land will not be constructed on or developed except in general accordance with the Site Plan.

Site Servicing

10. The Land will not be constructed on or developed except in general accordance with the Site Servicing Plan.

No Effect On Laws or Powers

11. This Agreement does not
 - (a) affect or limit the discretion, rights, duties or powers of the Trust Committee under any enactment or at common law, including in relation to the use or subdivision of the Land;
 - (b) impose on the Trust Committee any duty of care or other legal duty of any kind to the Owner or to anyone else;

- (c) oblige the Trust Committee to enforce this Agreement, which is a policy matter within the sole discretion of the Trust Committee;
- (d) affect or limit any enactment relating to the use or subdivision of the Land;
- (e) relieve the Owner from complying with any enactment, including in relation to the use or subdivision of the Land.

Limitation on Obligations

12. The obligations and liabilities of the Owner arising out of or in relation to this Agreement are limited to such obligations and liabilities that arise while the Owner is the registered owner of any interest in the Land.

Indemnity

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

No Liability in Tort

14. The parties agree that this Agreement creates only contractual obligations. The parties agree that no tort obligations or liabilities of any kind exist between the parties in connection with the performance of or any default under or in respect of this Agreement. The intent of this section is to exclude tort liability of any kind and to limit the parties to their rights and remedies under the law of contract.

Covenant Runs With the Land

15. Every obligation and covenant of the Owner in this Agreement constitutes both a contractual obligation and a covenant granted under section 219 of the *Land Title Act* (British Columbia) in respect of the Land. This Agreement burdens the Land and runs with it and binds the successors in title to the Land. This Agreement burdens and charges all of the Land and any parcel into which it is subdivided by any means and any parcel into which the Land is consolidated.

Registration

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

Waiver

17. An alleged waiver of any breach of this Agreement is effective only if it is an express waiver in writing of the breach. A waiver by the Trust Committee of a breach of this Agreement by the Owner does not operate as a waiver of any other breach of this Agreement.

Severance

18. If any part of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.

No Other Agreements

19. This Agreement is the entire agreement between the parties regarding its subject and it terminates and supersedes all other agreements and arrangements regarding its subject.

Binding of Successors

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

Further Acts

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

Deed and Contract

22. By executing and delivering this Agreement the Owner intends to create both a contract and a deed executed and delivered under seal.

As evidence of their agreement to be bound by the terms of this instrument, the parties each have executed the Land Title Office Form C which is attached hereto and which forms part of this Agreement.

**Schedule "A"
Arborist Report**

**Schedule "B"
Ecological Assessment Report**

**Schedule "C"
Site Plan**

**Schedule "D"
Site Servicing Plan**

**Schedule "E"
Water Management Plan**



**Onsite Wastewater System
Site Assessment for Feasibility
Revision 01**

**New Commons Development
July 2022**

Project No. 21108

**Prepared by:
BWD Engineering Inc.**

13 July 2022

Project Number: 21108

To:
New Commons Development

C/O
Peter Treuheit – Mobius Architecture
email: peter@mobiusarchitecture.ca

**Re: Revision 01 - Site Assessment and Feasibility Report in support of a Community Onsite Wastewater System for the Purpose of Rezoning.
Civic Address: 409 Porlier Pass Road, Galiano Island, BC**

BWD Engineering Inc. was requested to conduct a general site assessment of the above noted property with respect to the installation of a community onsite wastewater system for a 20-unit affordable housing project on the above noted property.

The site assessment was based on site visits of 24 November 2020, 24 February 2022, 18 May 2022, and information from the Hydrogeologist Report and Ecological Assessment Report. Hydraulic testing and test pits were completed on the upper and lower benches on the north side of the high point and on the mid-level bench on the west side just above the covenant areas and north of the proposed building site. The soils on the north side upper and lower benches are very similar and usable. The soils on the west side mid-level bench varied significantly from south to north. The north portion of this area is usable, but the southern 26 meters has significant bedrock containment making it unsuitable.

Use of the north upper bench was eliminated as an option for ecological reasons presented by others. Use of the north lower bench and the west mid-level bench will be required.

It is the determination of this report that a Type 3 onsite sewerage system suitable for the proposed development can be constructed to meet the current BC Provincial Sewerage System Regulation 326/2004. It may be possible with further investigation to design a Type 2 or even a Type 1 system, but with the site conditions considered restrictive, a Type 3 system would be chosen due to reliability, flexibility, and overall cost. This would be determined at the time of the definition or detailed design phase through further test pits, hydraulic testing, and cost comparison.

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Figures & Tables (follow text)

Appendix A – Site Plan /w Proposed Dispersal Field Location(s)

Appendix B – Site Reconnaissance Photos

Introduction

The site assessment was undertaken to determine the viability of establishing an onsite wastewater system to support a 20-unit affordable housing project while meeting the BC Provincial Sewerage System Regulation 326/2004. The BC Standard Practice Manual (SPM-V3) is used as the standard of practice. Both hydrogeological and ecological reports were also reviewed for the assessment.

The first site inspection visit was made on 24 November 2020. During the visit, test pits were dug down to a mixture of fractured rock and bedrock in the north upper bench proposed dispersal field site. Hydraulic testing was not completed during this visit due to a windstorm and the site containing many hazard trees. During the second visit, 24 February 2022, the soils on the north lower bench were found to be very similar to those of the upper bench. On 18 May 2022 the west mid-level bench was evaluated. Suitable soils were identified, but the southeastern 40% of this area is unsuitable due to bedrock formations restricting groundwater flow.

Enough information was acquired to support this report, but further test pits and hydraulic testing will be required prior to the definition or detail design phase of the project.

Site Description

The property is located at civic address 409 Porlier Pass Road, Galiano Island. It stretches from Porlier Pass Road, south to Georgeson Road. Access for the purpose of this study was from an existing drive off Georgeson Road. This is the future planned development access point.

Legal Description: Lot 1, DL 3, GICD Plan 29196

PID: 001-416-987

BC Tax Folio: 01-764-02163.030

At either road entrance the elevation is about 42 meters ASL. The highest elevation, 76 meters ASL, is at the mid-way point between the two roads. North from the high point the land is quite steep, but along the upper edge of the area it is suitable for a dispersal field identified as north upper bench. There is a secondary top-of-bank about 35 meters north of the high point, identified as the north lower bench, and then the land levels out to the ecological sensitive area and the Putter Creek riparian area. Southwest of the high point is the third investigated area identified as the West Mid-Level Bench. South along the driveway is a more consistent gentle slope to Georgeson Road making it easily walkable. Directly south from the high point, the land also slopes quite steep and levels out as it approaches Georgeson Road in the two covenanted areas. An old skid trail exists through this area which is suitable for tanks and other equipment.

With respect to the placement of a large onsite wastewater dispersal field, the property is quite large, but would be considered moderate to very restrictive for this size of onsite system.

Site Inspections

During the first site visit, conducted on 24 November 2020, five test pits were dug down to a fractured rock layer in the north upper bench proposed dispersal field site. This area was subsequently eliminated from consideration due to ecological reasons.

The area at the south end of the property between the covenant areas, Georgeson Road and building #4 was considered for a dispersal field, but was rejected. This area does not have the undisturbed soils required and much of the area soils have been damaged by traffic on the old skid trail. This area is considered the best location for sewerage collection and treatment tank systems as all wastewater produced can reach this area by gravity and it is easy access for pumper trucks and maintenance providers.

Test pits were completed on the north lower bench during the second visit, 24 February 2022. The soils were found to be similar to the soils on the north upper bench. This area is suitable to be used for a dispersal field for a portion of the wastewater. The north lower bench proposed dispersal field area extends from just inside the east property line, running northwest along the contour lines. Three test pits were hand dug, they are numbered 1 – 3, east to west. Fractured rock makes up about 50% of the soil volume with the remaining being primarily loam with well-defined blocky structure and some sand. The test pits ranged from 20 cm to 40 cm in depth to the restrictive layer. Percolation rates should be in the 15 – 30 minutes per inch range. The SPM liner loading rate (LLR) table II-27 does not directly apply. Hydraulic testing for liner loading will need to be done for final field design to ensure security of the vadose zone.

The third visit, 18 May 2022, was to investigate the west mid-level bench area just above the covenant areas. In this proposed area, six test pits were dug. Although the southeast 26 meters of area has suitable soils, the shape of the restricting bedrock does not allow for proper dispersal of wastewater. The northwest area, approximately 35 meters in length, has both suitable soils and proper drainage making it suitable for wastewater dispersal. In this suitable area, the soils test pits revealed a top horizon of sandy loam over a horizon of gravelly sand, to a restrictive layer of clay. The gravelly sand layer will be an effective treatment layer with good draining properties.

The existing well is 30-meters south and up gradient of the proposed north upper bench dispersal field area and is cross and significantly further up-gradient of the proposed north lower bench dispersal and west mid bench areas. The expected flow direction of the effluent from the proposed dispersal field areas is primarily north and west, away from the well. Under the Sewerage System Regulation, the well is not considered a high pumping rate community well, so the 30-meter setback is adequate.

The closest neighboring well is a further 50+ meters away in the south-east direction. All other neighboring wells are significantly further away in all directions. There are no known wells north or west, down gradient, of the proposed dispersal fields and south of Porlier Pass Road and Putter Creek.

Design Criteria

The proposed development includes two studio suits, ten 1-bedroom units, four 2-bedroom units and four 3-bedroom units. Based on the BC Sewage System Regulation, Standard Practice Manual Version 3, the complex is expected to house an average of 52 people, leading to a peak daily design flow of 13,650 L/d of residential sewage. This peak design flow incorporates a safety factor of 1.5, thus the actual average daily flow expectation is 9,100 L/d. The safety factor is required under the Sewage System Regulation to allow for periods with larger numbers of people. These flows are in line with the actual flow requirement for the well to provide for a community of this description per the Hy-Geo Report and the water management plan per the Gwaii Engineering Report.

Site Constraints Specific to Onsite Wastewater Systems

Proper system design requires that the dispersal fields provide for the final treatment of effluent prior to its reentering the ground water at large. This is accomplished by ensuring the effluent passes through suitable airable native and/or constructed soils prior to contacting a restrictive layer, ground water or surface break out point. The BC Standard Practice Manual reference to specific setbacks, loading rates, and vertical separation is used to ensure this is accomplished. To meet this objective on this property, both the north lower bench and the west mid-level bench will be required. In both areas constructed vertical separation will be required, more so in the north lower bench area. This will entail a significant amount of imported mound sand.

Proposed System Design

Components such as septic tanks, collection piping and treatment systems are not fully resolved at this time. A typical design for this type of community for collection, septic retention and effluent treatment would have a dedicated septic tank for each structure, effluent would then flow by gravity to an equalization/pump tank, with time-dose pumping through secondary treatment and to the field areas. The control systems would include a data recorder to monitor system operation, most specifically daily flow rates.

The system overall sizing is based on the 20 residences as defined above. The dispersal fields size and locations are proposed based on industry standards for volume of residential sewerage generated and site constraints considered.

As noted above, the peak Daily Design Flow for the 20 residences is 13,800 L/day. This volume is used to size all components of the system, including the dispersal fields.

The proposed dispersal field areas will be sand mound construction with an infiltrative area to the sand of approximately 2 meters wide. The north lower bench will be 65 meters long and the west mid-level bench will be 35 meters long. There will be sloped fill on the upgradient side and a longer sloped fill on the down gradient side with a down gradient mantel extending a minimum of 7.5 meters over the native soils.

Conclusions and Recommendations

It is the determination of this report a Type 3 onsite wastewater system suitable for the proposed development can be constructed to meet the current BC Provincial Sewerage System Regulation 326/2004.

The following recommendations are offered:

As the soils vary in depth across the proposed field area, during definition engineering, detail design, and construction great care must be taken to ensure final treatment, infiltration, and reduce possibilities of down slope break out are accommodated.

Limitations

This report is prepared for the exclusive use of the Client and provides an assessment based on the information contained herein. The assessment is intended to evaluate the proposed property for compliance with standards of practice as laid out in the BC Sewerage System Regulation under the Health Act. The interpretations and inferences, concerning the site contained in this report, are based on information provided and information gathered during the site visit as presented herein and are based solely on the condition of the property at the time of reference.

The findings and conclusions documented in this report have been prepared for specific application to the noted rezoning application and have been developed in a manner consistent with the level of care exercised by Wastewater Professionals currently practicing under similar conditions in the jurisdiction. BWD Engineering makes no other warranty, expressed or implied.

Any use which a third party makes of this report, or any reliance on or decisions to be made based on it, are the responsibility of such third parties. BWD Engineering accepts no responsibility for damages, if any, suffered by any third party as a result of decisions made or actions based on this report.

If new information is discovered during future work, including excavations, soil boring, or other investigations, BWD Engineering should be requested to re-evaluate the conclusions of this report and to provide amendments, as required, prior to any reliance upon the information presented herein.

Closure

We trust the professional opinions and advice in the report are sufficient for your current requirements. Please note there are restrictions and limitations that apply to the scope of our service and conclusions provided herein, as outlined above. Should you have any questions, or if we can be of further assistance in this matter, please contact the undersigned.

BWD Engineering Inc.



Brent Dennis, P. Eng. 2022-07-13

References

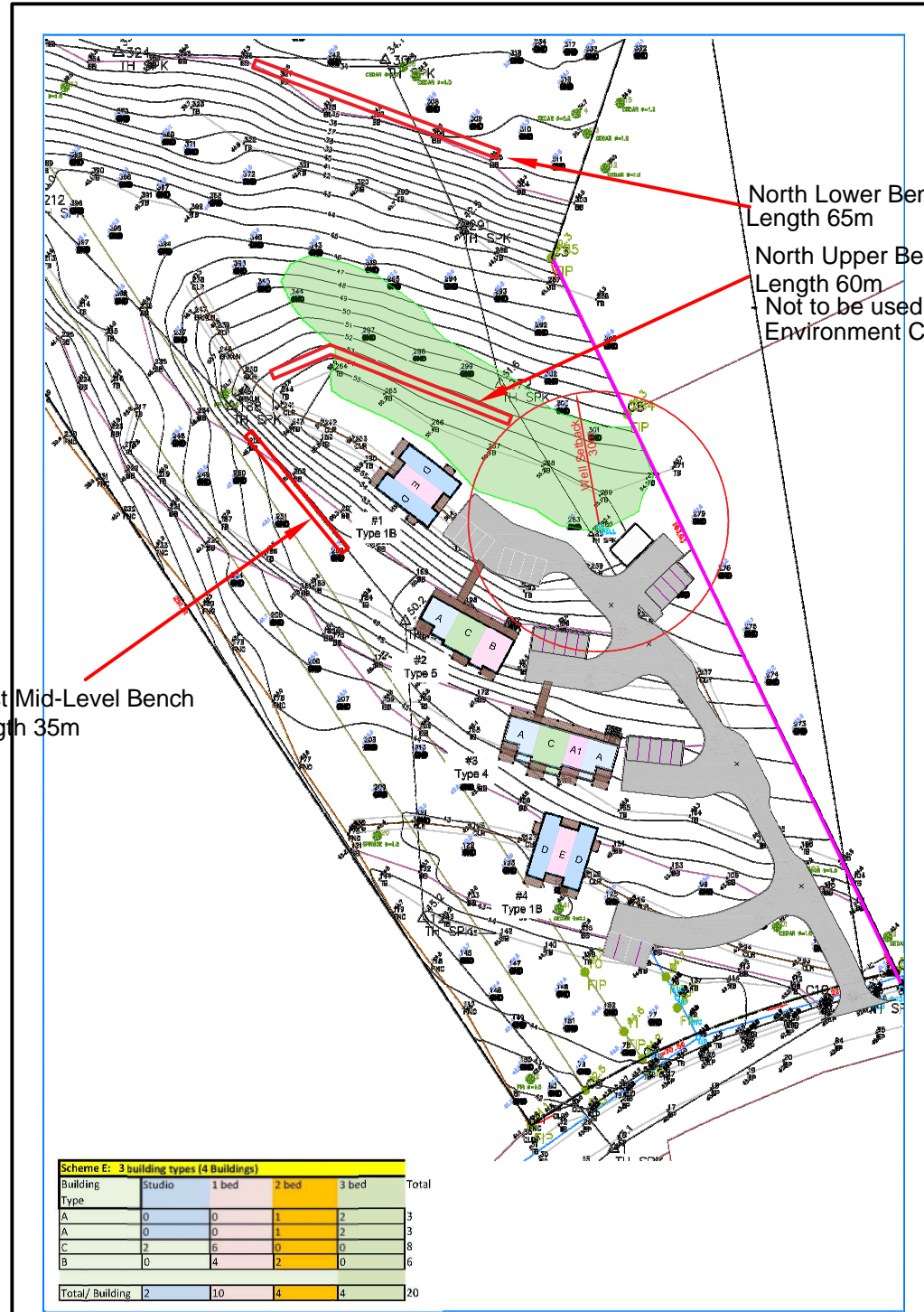
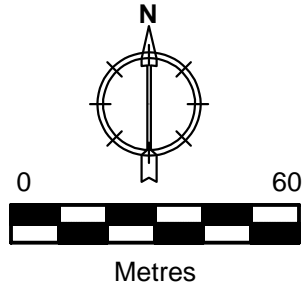
British Columbia Government. 2010. Public Health Act – Sewerage System Regulation (SSR).
Accessed online: http://www.bclaws.ca/civix/document/id/loo97/loo97/22_326_2004

Hy-Geo Consulting Report - Results of 2020 Pump Testing of Well WID 23204 at 409 Porlier Pass
Road, Galiano Island, 9 December 2020

Terrawest Environmental Consulting - Phase 1 Environmental Site Assessment, 20 Nov. 2020

Gwaii Engineering Ltd. - Galiano Green Water Management Plan Report, 15 February 2021

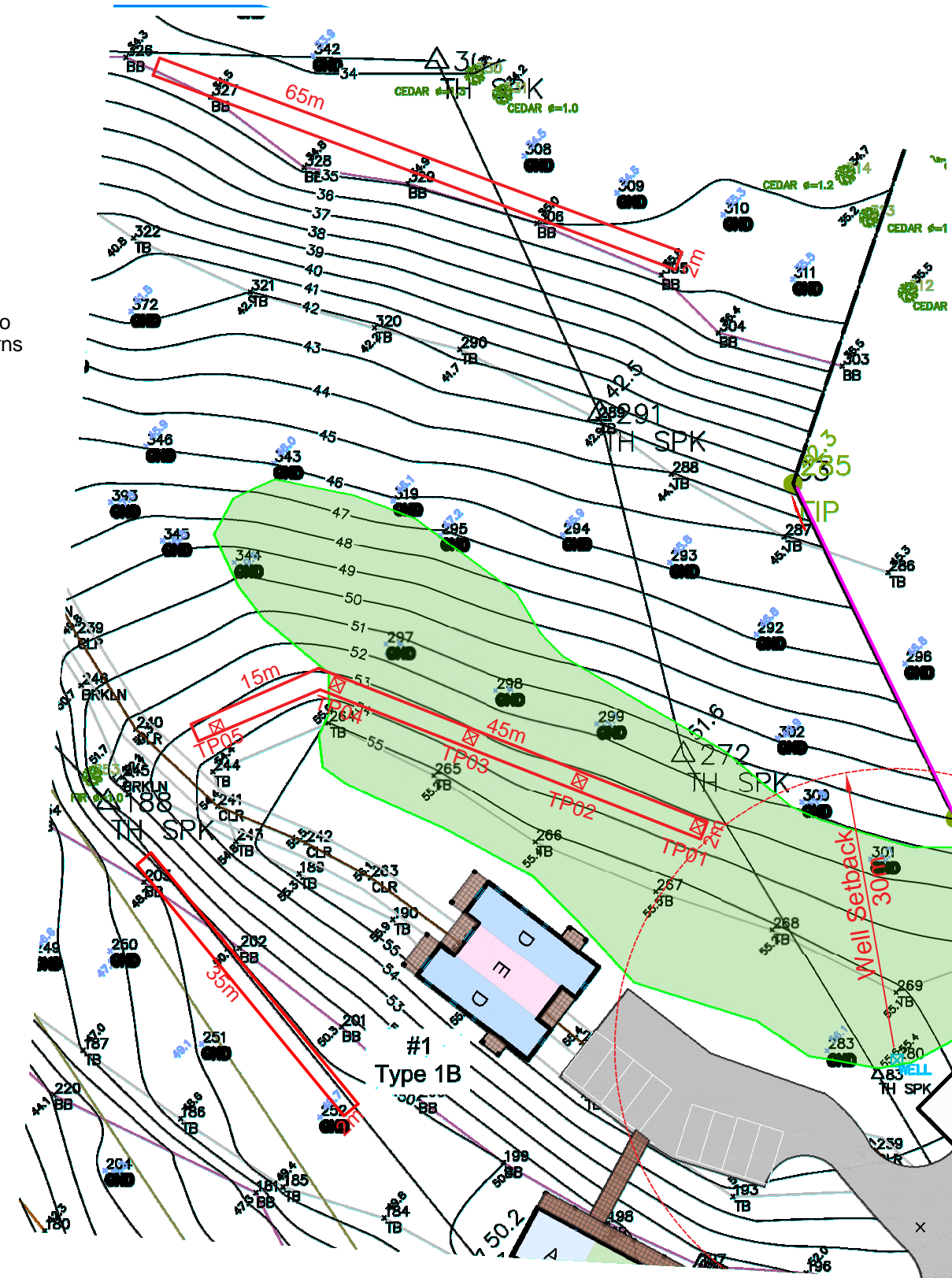
Appendix A: Site Plan



Date: August 19, 2021
 Scale: 1/84" = 1'-0"

Galiano Green

Site Plan 1.4

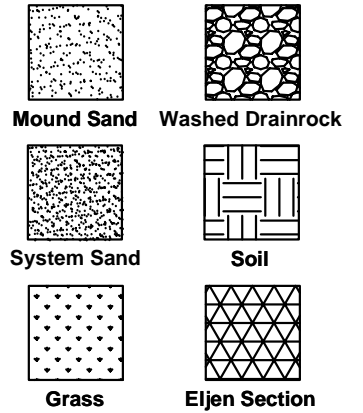


FIELD No 1 DETAIL

Filing #:

LEGEND

- ⊠ Test Hole
- ⊗ Observation Port
- ⊕ Well
- * Pan Lysimeter



Notes:

REV	DATE	DESCRIPTION
0		

SITE PLAN



Brent Dennis, P. Eng.
 brent.dennis@BWDengineering.com
 Office: 604-957-3611 Mobile: 604-789-2204
 15822-106A Ave. Surrey BC V4N 1K7
 www.BWDengineering.com

Client: New Commons c/ Mobius Architecture

Owner: Galiano Affordable Housing Society

Project #: 21108

Project Name: Galiano Green

Title: Site Plan

Drawing #: 21108- SK1

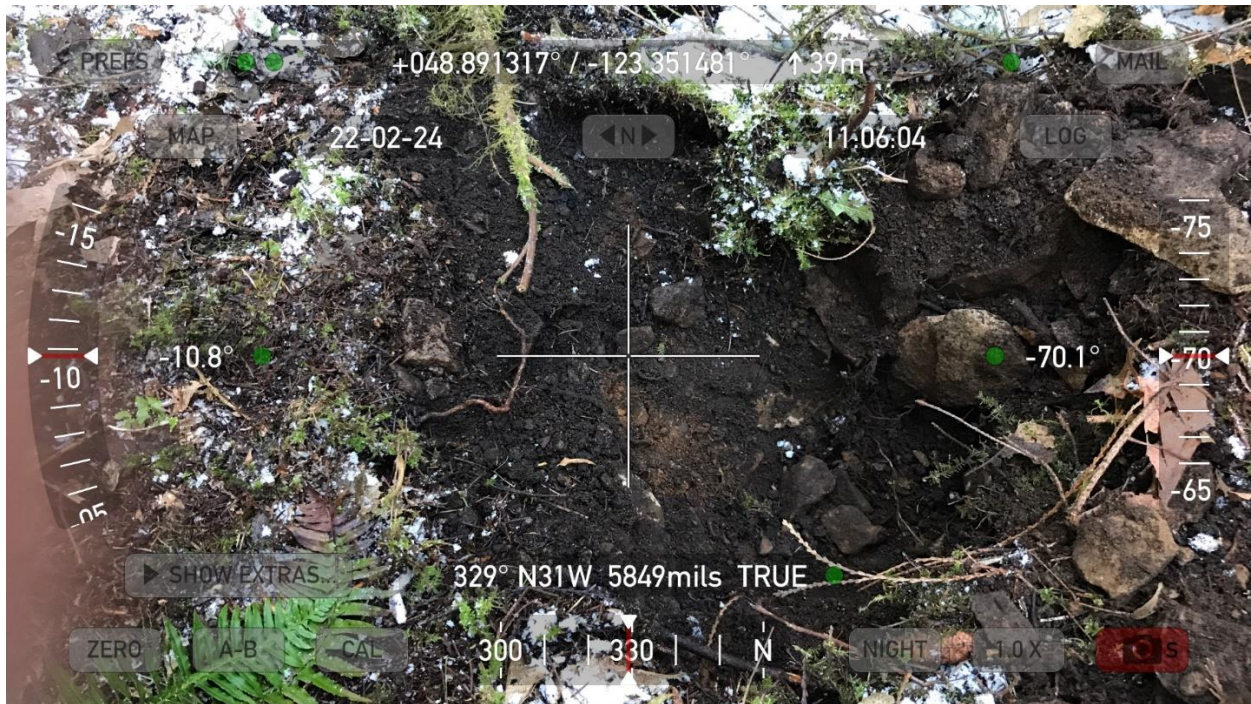
Sheet #: 1 of 1

Rev: 02 44

Appendix B: Site Reconnaissance Photos



North Lower Bench Area Looking SE



North Lower Bench – Typical Test Pit. Loam and Fractured Rock.



West Mid-Level Bench Area Looking SE



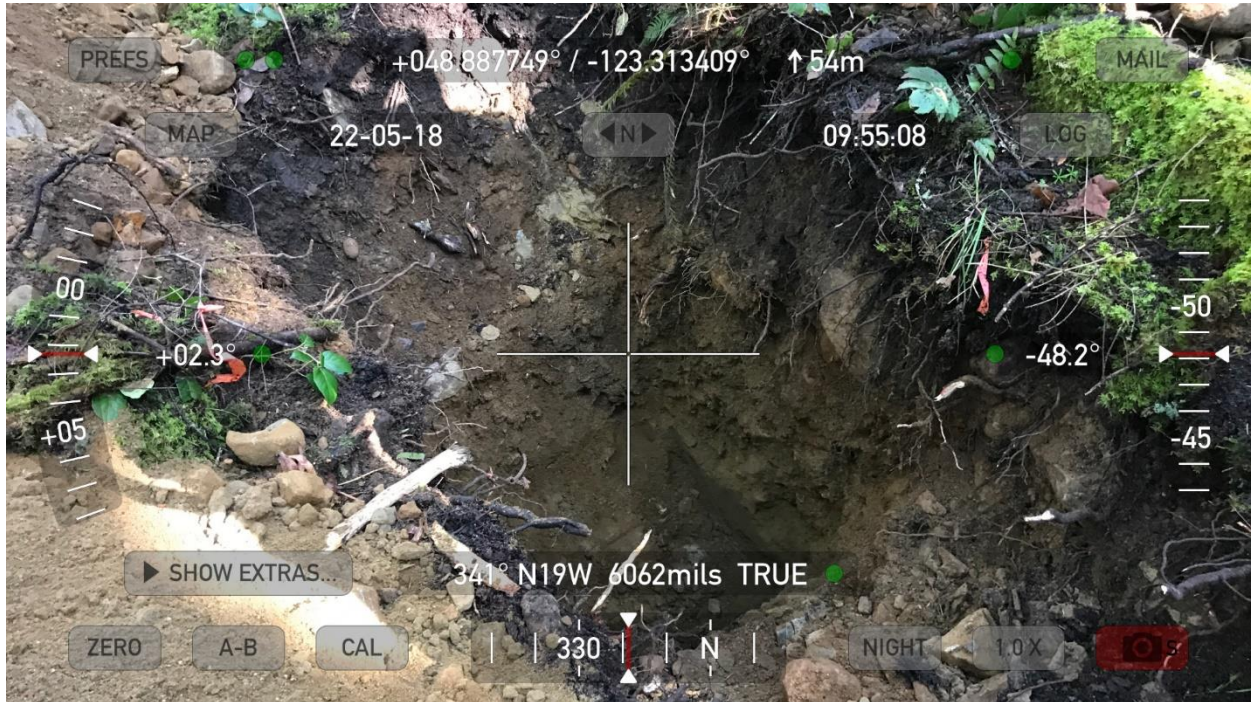
West Mid-Level Bench – Test Pit I. Suitable Soils to Restrictive Layer. Within Unusable Area due to Bedrock Formation.



West Mid-Level Bench – Test Pit 5. Example of Bedrock Structure Blocking Ground Water Flow in the SE 26 meters of Inspected Area.

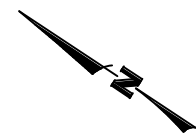
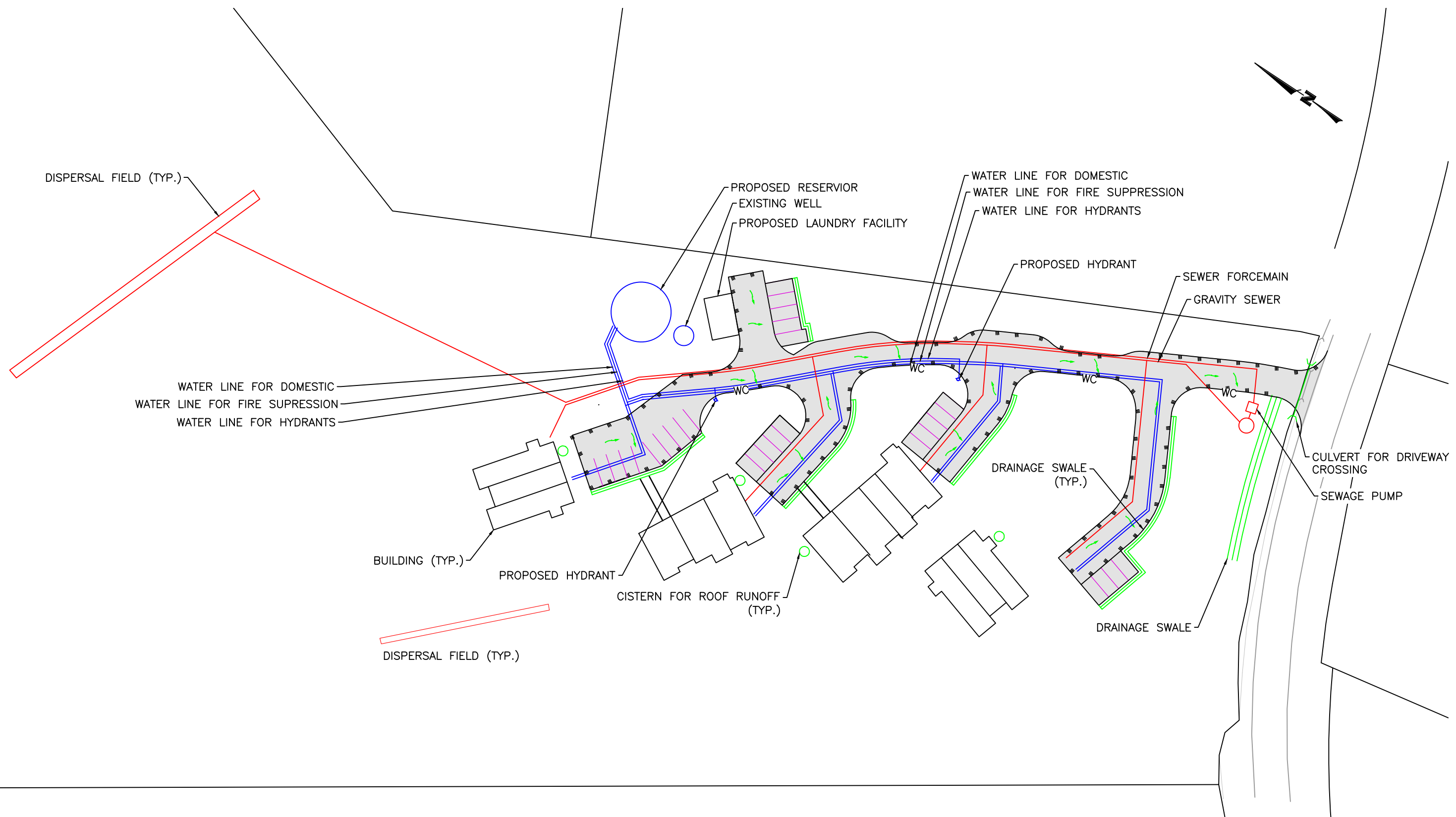


West Mid-Level Bench – Test Pit 2. Gravelly Sands.



West Mid-Level Bench – Test Pit 3. Gravelly Sands

Test pits 2 and 3 show suitable faster soils in the NW 35 meters of the West Mid-Level Bench.



GALIANO GREEN	
CONCEPTUAL SERVICING PLAN	
GALIANO ISLAND	
2390	GWAII ENGINEERING
DATE: 2021-08-20	SHEET NO.: SK1
DRAWN BY: DS	CHECKED BY: CB

