



Galiano Island Local Trust Committee

Regular Meeting Agenda

Date: September 27, 2022
Time: 12:30 pm
Location: Galiano South Community Hall
141 Sturdies Bay Road, Galiano Island, BC

	Pages
1. CALL TO ORDER	12:30 PM - 12:50 PM
2. APPROVAL OF AGENDA	
3. TRUSTEE REPORT	
4. CHAIR'S REPORT	
5. TOWN HALL AND QUESTIONS	12:50 PM - 1:10 PM
6. COMMUNITY INFORMATION MEETING	
None	
7. PUBLIC HEARING	1:10 PM - 2:10 PM
7.1. GL-RZ-2021.1 Galiano Affordable Living Initiative Society (GALI) - Proposed Bylaw No. 280	
7.1.1. <u>Recess for Public Hearing</u>	
7.1.2. <u>Recall to order</u>	
8. MINUTES	2:10 PM - 2:20 PM
8.1. Local Trust Committee Minutes Dated September 6, 2022 (for Adoption)	4 - 18
8.2. Local Trust Committee Public Hearing Record Dated September 6, 2022 (for Receipt)	19 - 20
8.3. Section 26 Resolutions Without Meeting Report - None	
8.4. Advisory Planning Commission Minutes - None	
9. BUSINESS ARISING FROM MINUTES	
9.1. Follow-up Action List Dated Sept 2022	21 - 22

10.	DELEGATIONS		
11.	CORRESPONDENCE	2:20 PM - 2:25 PM	
	<i>Correspondence received concerning current applications or projects is posted to the LTC webpage</i>		
11.1.	Brad Lockett re Correspondence in Sept 6 agenda		23 - 23
11.2.	Shirlene Raines re Light Industrial zoning on Galiano		24 - 24
12.	MEETING BREAK - COMMUNITY UPDATE		
13.	APPLICATIONS AND REFERRALS	2:25 PM - 3:25 PM	
13.1.	GL-RZ-2021.1 Galiano Affordable Living Initiative Society (GALI) - Proposed Bylaw No. 280 - Post Public Hearing Staff Report (attached)		25 - 43
13.2.	GL-RZ-2019.1 (GIGARHS) - Staff Report		44 - 69
13.3.	GL-RZ-2021.2 (Gaylor) -2022-09-06 - Staff Memo		70 - 72
14.	LOCAL TRUST COMMITTEE PROJECTS	3:25 PM - 3:50 PM	
14.1.	Groundwater Implementation Project		73 - 95
15.	REPORTS	3:50 PM - 4:00 PM	
15.1.	Work Program Reports (attached)		
15.1.1.	<u>Top Priorities Report Dated Sept 2022</u>		96 - 96
15.1.2.	<u>Projects List Report Dated Sept 2022</u>		97 - 98
15.2.	Applications Report Dated Sept 2022 (attached)		99 - 105
15.3.	Trustee and Local Expense Report Dated July 2022 (attached)		106 - 106
15.4.	Adopted Policies and Standing Resolutions (attached)		107 - 110
15.5.	Local Trust Committee Webpage		
15.6.	Islands Trust Conservancy Report - None		
16.	NEW BUSINESS	4:00 PM - 4:15 PM	
16.1.	Galiano Island Local Trust Committee Delegation Bylaw No. 286 - Staff Report (attached)		111 - 116
17.	UPCOMING MEETINGS		

**17.1. Next Regular Meeting Scheduled for November 7 at the South Community Hall,
Galiano Island**

18. TOWN HALL 4:15 PM - 4:30 PM

19. CLOSED MEETING - None

20. ADJOURNMENT 4:30 PM - 4:30 PM



Galiano Island Local Trust Committee

Minutes of Regular Meeting

Date: September 6, 2022
Location: Galiano South Community Hall
141 Sturdies Bay Road, Galiano Island, BC

Members Present: Dan Rogers, Chair
Jane Wolverton, Trustee
Tahirih Rockafella, Trustee

Staff Present: Robert Kojima, Regional Planning Manager
Brad Smith, Island Planner
Robin Ellchuk, Recorder (via zoom)

There were approximately 50 members of the public in attendance.

1. COMMUNITY STEWARDSHIP AWARD PRESENTATION

2. CALL TO ORDER

Chair Rogers called the meeting to order at 12:10pm for the Community Stewardship awards. Chair Rogers called the Regular Meeting to order at 12:38pm. He acknowledged that the meeting was being held in traditional territory of the Coast Salish First Nations and introduced the Trustees and staff.

3. APPROVAL OF AGENDA

The following additions to the agenda were presented for consideration:

A Town hall was added to the agenda after the public hearing **(8.a)**.

By general consent the agenda was approved as amended.

4. TRUSTEE REPORT

Trustee Rockafella commented:

Trustee Rockafella was working with the Ministry of Transportation and Infrastructure (MOTI) to bring car stops to Galiano. These are pullouts where a pedestrian can wait for a driver to pick them up. It is a safe alternative to hitchhiking.

There was a Governance Meeting and Financial Planning Committee meeting.

Trustee Wolverton reported:

It has been quiet over the summer months but there have been several site visits. The Regional Planning Committee met and has been working on housing advocacy and preparing a letter to the government to go before the Trust Council at the next Trust Council meeting. The focus is on the critical housing shortage on the Gulf Islands. Also the Regional Planning Committee discussed reconciliation and what it looks like with regards to policy and procedure.

5. CHAIR'S REPORT

Chair Rogers commented:

The Financial Planning Committee met in August and discussed the budget to include First Nations engagement and reconciliation activities.

Summarized the Trust Program Committee meetings that were held over the summer including presenting the Community Stewardship awards and that the Trust Program Committee is working on updating the draft Trust Policy Statement.

Elections are underway with the election date of October 15. The new Trust council and LTC will be spending time getting oriented in November and December.

Chair Rogers has received letters concerned about correspondence posted on the Islands Trust website that have possible offensive commentary.

6. COMMUNITY INFORMATION MEETING

6.1 GL-RZ-2021.1 Galiano Affordable Living Initiative Society (GALI) - Proposed Bylaw No. 280

Trustee Rockafella recused herself and left the meeting at 12:57pm due to conflict of interest with GL-RZ-2021.1 (GALI). The following comments were made:

Planner Smith gave an overview of the application GL-RZ-2021.1 (GALI) for 409 Porlier Rd for rezoning from community housing 1 to allow 20 units within the amended Bylaw No. 280.

The Community Information Meeting (CIM) held today will be the 2nd CIM. Bylaw No. 280 has been given first reading. There is a housing agreement between the LTC and the proponent with a rental structure. There are also two section 219 covenants with this application.

Presentation: GALI – Mike Hoebel

Mike Hoebel acknowledged that this presentation was being presented on the traditional territory of the Penelakut, Lamalcha, and the Hwlitsum First Nations as well as other Hul'qumi'num and SENCOTEN speaking peoples, and the treated territory of the Tsawwassen First Nation.

Presenters: Mike Hoebel (GALI), Dion Whyte (New Common Development; NCD), Keith Erickson (Erickson Environmental), Al Kohut (Hy-Geo Consulting), Aida Kudic (NCD)

Mike Hoebel (GALI) gave an overview of the project history.

Dion Whyte gave an overview of the NCD involvement with the project and the company's background and their partnership with GALI.

NCD has completed the following Reports:

- Geotechnical Site Assessment;
- Environmental Site Assessment Phase 1;
- Hydrogeological Report;
- Well Pump Testing;
- Water Management Plan;
- Schematic Site Servicing Plan;
- Architectural Plans & Images;
- Project and Design Rationale;
- Ecological Assessment;
- Arborist's Report; and
- Water License Approved May 25, 2022.

Keith Erickson with Erickson Environmental gave an overview of the Ecological assessment of the project and property.

- Most of the lot is maturing forest of 60 to 80 years old;
- Putter Creek and associated riparian forest along the northern boundary;
- Forest includes Douglas-fir, Western Red Cedar and Red Alder; and
- Ecosystems-at-risk were observed:
 - Douglas-fir / Alaska onion grass meadow;
 - Douglas-fir / oceanspray forest (red);
 - Western Red Cedar / Sword fern / skunk cabbage (blue);
 - Red alder / skunk cabbage (red); and
- Several large diameter trees.

Al Kohut with Hy-Geo Consulting gave an overview of the Well and Hydrogeology study for the project.

- The housing project estimated demand: 2.11 US gpm (7.99L/min), 11,500 L/day based on 230L/capital/day (50 persons); and
- Potential Interference Effects on nearby WTN 59275: interference of 5.41 m was observed in the nearby well WTN 59275 during the 2020 test

Aida Kudic (NCD) gave a presentation on behalf of Josh Bartley with Gwail Engineering and presented the Project water management plan which summarized the water system maximum daily demand, fire demand, reservoir design, water quality and monitoring, water conservation, stormwater design, stormwater collection, and the section 219 covenants.

The power point presentation can be located on the Islands Trust website under the application.

Dion Whyte gave an overview of the Housing Agreement and Project Funding.

- The summary included:
- Twenty units of affordable rental housing to be owned and managed by GALI;
- Less than 10% of the 10 acres will be used for the housing development, with 90% left in natural forest;

- Mix of studio, 1 bedroom, 2 bedroom, and 3 bedroom homes in four multi-unit buildings;
- On average, rents set at or below 30% of the before tax Median Household Income for the Southern Gulf Islands (SGI);
- Tenant selection according to Housing Agreement with the Islands Trust, and Operating Agreement with funders; and
- Priority for current Galiano residents and Galiano First Nations and Indigenous community members.

The following were comments and questions from the community members:

Mary Jean Elliott: Mary's property borders the GALI property and spoke to concerns that she has 16 old growth trees on her property and if the GALI project is approved she is concerned that the old growth trees might not have enough water. Mary approves of the project but states that the proposed housing has too high a density. The research has been done well for the GALI property but her concern is that there hasn't been any research done to include the affect of the project on her property.

Mary Jean Elliott: Mary asked what the civic address for the property is.

Mike Hoebel: Answered that the fire department defined the address of the property. The civic address is: 280 Georgeson Bay Rd.

Keith Erickson: Development is far enough from the root zones of her trees. Keith believes that the ground water table will not be altered enough to impact the trees.

Mary Jean Elliott: Spoke to concerns regarding septic and stormwater run off and that it has the potential to effect her property. There are details in the water management report regarding stormwater management.

Mary Jean Elliott: Concerned that she wasn't consulted about the project. Believes the Islands Trust should in the future include the neighbours of a project this size in their research. Mary asked if the project would consider 10 units instead of 20 units for the project.

Question: The well monitoring was from January to June but there wasn't a monitoring report for the dry season from June to November?

Answer: Last year there was monitoring of the well during the dry season and well monitoring continues to take place.

Question: Is 50 residents the maximum allowable for living in the housing?

Answer: 50 people is the maximum, there are 32 bedrooms in total for the housing units.

Mary Jean Elliott: the question was asked if the units are designed with smoke stacks and wood stoves.

Answer: No

Mary Jean Elliott: Is there anything in the housing agreement regarding pets?

Answer: There isn't anything in the housing agreement to address pets.

Mary Jean Elliott: Is the Housing project aware that the fences between her property and the housing project must be maintained by the housing property owners.

Answer: Yes the housing property owners are aware and plan to maintain the fences at their expense.

Question: The maximum water draw per day was 11,500 L/day.

Answer: 11,500 L/day so that is 230 L/person per day.

Question: How many accessible units are there?

Answer: 4 Units. There are 2 level 3 bedroom units with the majority of the units on a single level.

Question: Access to the project is only through Georgeson Bay Rd?

Answer: The only access to the project would be through Georgeson Bay Rd.

Jennifer Margison: Hasn't seen any Architectural drawings for the project.

Answer: At this stage of the project, there haven't been architectural drawings created yet. In the future if the project is approved, there will be drawings created. On the website there are sample floor plans under the Architectural plans.

Question: If there are 2 storey units in the project, they could have privacy issues.

Dion Whyte: Answered that the buildings are going to be built on different leveled terraces and natural topography lends itself to this.

Question: Is the Porlier Pass Rd entrance going to be used for the project or possibly for emergency access?

Mike Hoebel: he Porlier Pass entrance won't be used by the project. GALI will consult with the Fire department to see if they want to decommission the Porlier Rd access.

Question: Neighbour of the project property suggested that the builder could built 10 units for 5 years and monitored the projects success before approving the construction of 20 units.

Answer: When a property is rezoned it is rezoned for a maximum buildout. It is necessary to have all the infrastructure for the maximum buildout at the beginning of the project and are economy of scale challenges when considering a phased approach.

Mike Hoebel: Spoke to the fact that there is a critical affordable housing crisis on Galiano and we have an opportunity to build 20 affordable housing units. It is well located, water has been demonstrated to be sufficient. The property will provide much needed housing. The project needs to be completed.

Question: It was suggested that there could be a road away from the riparian corridor and have access from a different spot on Georgeson Bay in case evacuation was needed and for busy traffic as a result of the housing project.

Mike Hoebel: Emergency services are close from the South and GALI would like to build the units to the south of the property near the road.

Comment: Encourages the LTC members to listen to the feedback of the community. The density of this housing project may be too high for the community. The suggestion was put forward that there could be bylaws in place regarding the number of allowable pets etc.

Chair Rogers: Suggested that the community members can talk to the applicants and also the professional reports are available on the Islands Trust website.

Question: Regarding the well tests that were complete in 2018 & 2020, why are the pump tests only 72 hours.

Al Kohut: When dealing with bedrock wells, there is uncertainty and the 72 hours is the provincial requirement for bedrock wells. This well was tested during November and there was a request to complete the well test again which was completed in a dry October. The results were comparable. The tests are expensive at \$15,000. The results were the same within the rainy season and the dryer season. The units will not be using more than ¼ of the water that the well produces. Neighbouring wells are not expected to be affected.

Chair Rogers: Reminded the community members that they can review the information and reports on the Islands Trust website. There will be a Public Hearing on this application on September 27, 2022. The Public hearing is the meeting to voice your views and opinions.

Chair Rogers closed the CIM meeting at 2:31pm.

Trustee Rockafella rejoined the meeting at 2:32pm.

6.2 DL 64, 68, 72, 87 Rezoning Project - Proposed Bylaws 231 and 232

Chair Rogers opened the CIM for DL 64, 68, 72, 87 Rezoning Project – Proposed Bylaws 231 & 232, at 2:32pm.

Planner Smith provided a summary of the proposed bylaws.

Planner Smith summarized the process and next steps for the proposed bylaws.

Chair Rogers explained the CIM process and let the public know that a Public Hearing would take place following the CIM for proposed bylaws Nos. 231 and 232.

Question: The question was asked if the First Nations had any issues with rezoning these lots.

Answer: Planner Smith answered that the First Nations were provided with the rezoning information and there weren't any concerns.

Question: Were there any comments from the First Nations?

Answer: Planner Smith answered that there were a few questions from the First Nations about the nature of the rezonings and property ownership.

Question: It was asked if the Islands Trust should provide capacity funding to First Nations

Answer: Planner Smith answered that this wasn't relevant to the current proposal and declined to respond.

Question: Was there any First Nation consultation with regards to DL 87? Part of the settlement of Treaty claims, rezoning for NP DL 87 would not remove the status of the property with regards to First Nations?

Answer: Planner Smith answered that rezoning to NP would not have an impact on any negotiations with First Nations and the property would remain under provincial ownership

Question: Islands Trust received no input on DL 87 from First Nations?

Answer: It was stated that all First Nations with territorial claims to the land in accordance with the provincial database were referred the bylaws. There were no concerns put forth by First Nations.

Question: Was there mention of future land corridor for rezoning to park from First Nations?

Answer: no

Chair Rogers closed the CIM at 2:40pm.

7. PUBLIC HEARING

7.1.1 Recess for Public Hearing

Chair Rogers called a recess for the public hearing at 2:41pm

7.1.2 Recall to order 2:51pm

_____ Break from 2:51pm – 2:58pm _____

Chair Rogers explained that it is post public hearing regarding proposed bylaws 231 and 232 and therefore there will be no more discussion on these bylaws.

8. MINUTES

8.a – TOWN HALL

Several residents of Wise Island spoke and made the following comments:

- Concern expressed for residents who are facing bylaw enforcement violation notices for having foreshore access stairways, solar panels and decks
- Request made to ask the Islands Trust to replace or amend bylaws for properties with boat access only on Wise Island
- The island is 950 m by 150 m, there isn't a road and has no vehicle access
- The only access is by water and solar and generators are the only energy source
- Wise Island has 39 developed lots and 9 undeveloped lots, and 32 owners who use water
- The setbacks that are required are a concern as the properties are smaller than on Galiano
- The required removal of the structures ie stairs, decks, won't benefit anyone
- Wise Island residents and would like to work with Islands Trust to work on bylaws more appropriate for Wise Island
- Request made to put bylaw enforcement actions in abeyance until a new bylaw is developed

Several residents expressed support for application GL-TUP-2022.1 (Walker)

Galiano resident: Doesn't want the TUP application lead to a possible future Industrial rezoning of this site. The property is across the street from a sensitive area.

Galiano community member: Traffic on the road is a concern and would like to see a referendum for access ramps to the community.

Stephen Rybak: Would like to add a Postscript to his June letter addressing the Rogers cell tower on the island. If the Islands Trust is going to send a letter to Rogers, ask Rogers Communications if they can show any evidence that the antennae placements on the tower have helped Galiano residents.

Pat Ramsey: Rogers Communications should be in communication with the residents on the Island. Pat had a conversation with Michael Krantz the government relations representative with Rogers Communications. Rogers doesn't have plans to build out on Galiano Island. Pat asked Michael Krantz if there was anything residents could do to encourage Rogers to enhance their service on Galiano. To encourage Rogers to find a location on the island where they could put a macro tower in and this would improve service to the island.

Galiano community Member: The lack of cell coverage is a real problem for the Island. This is also a safety issue. Most would support better coverage.

Bowie Keefer Shared some of the history of DL 79.

Galiano community member: Spoke to district lots 86 and 85 and would like to encourage the LTC to work with the applications and assist them as they have been a long time coming. Rezoned has been passed according to policies. Asks that the LTC doesn't close down the applications but to work with the applicants so that they are consistent with the OCP.

Chair Rogers closed the Town Hall at 3:31pm.

8.1 Local Trust Committee Minutes Dated July 4, 2022 (for Adoption)

By general consent the Local Trust Committee meeting minutes of July 4, 2022 were adopted as presented.

8.2 Local Trust Committee Special Meeting Minutes Dated July 4, 2022 (for Adoption)

By general consent the Local Trust Committee Special meeting minutes of July 4, 2022 were adopted as presented.

8.3 Local Trust Committee Special Meeting Minutes Dated July 16, 2022 (for Adoption)

By general consent the Local Trust Committee Special meeting minutes of July 16, 2022 were adopted as presented.

8.4 Local Trust Committee Special Meeting Public Hearing Record Dated July 16, 2022 (for Receipt)

There was an amendment to the Public Hearing Record on page 3 of the Public Hearing Record to change 'Barbara Graham' to 'Barbara Grehan'.

By general consent the Local Trust Committee Public Hearing Record of July 16, 2022 were adopted as amended.

8.5 Section 26 Resolutions Without Meeting Report – None

8.6 Advisory Planning Commission Minutes Dated June 24, 2022 (for Receipt)

Trustee Rockafella suggested that the recommendations from the APC could be put on the agenda for the new LTC.

Trustee Wolverton suggested that the recommendations from the APC could be put on the projects list for the new LTC.

Staff to bring back the APC minutes to the new LTC and the recommendations to a future LTC.

Discussion regarding that the Islands Trust is working on a cultural heritage overlay mapping of sensitive heritage sites on the islands so the LTC can protect these sites in consultation with First Nations.

9. BUSINESS ARISING FROM MINUTES

9.1 Follow-up Action List Dated Aug 2022

9.1.1 Fual Report - August 29, 2022

The Ground Water Project will be on the agenda for the September 27 meeting.

Possibly have the proposed Bylaws for first reading before the end of this term.

10. DELEGATIONS - none

11. CORRESPONDENCE

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

11.1 Patrick Ramsay re Cellular Tower

Trustee Wolverton spoke to the economic issues for the cell providers for such a small population on the island. It is important to have government subsidies for improvements for coverage to be worthwhile to providers.

The LTC role is to review proposals as the LTC does not have any funding for any assistance for cell providers or towers.

The roll of local government is to have a local consultation process.

Discussion of Rogers Communication having added more antenna to the tower on Galiano Island without community consultation. Further discussion of last mile funding.

11.2 Stephen Rybak re Rogers Communications letter

11.3 Michael Sharp re Loss of Telecommunication on Galiano Island

11.4 Jann Helssen re Wise Island Bylaw Amendment

11.5 Duncan Reid Wise Island Bylaw Amendment

Discussion regarding the request for bylaw amendments at this point in the term for such a big project is very late.

Discussion of the Bylaw enforcement on Wise Island.

Recommend to projects list for the next term.

12. MEETING BREAK - COMMUNITY UPDATE – No updates provided

13. APPLICATIONS AND REFERRALS

13.1 GL-RZ-2021.2 (Gaylor) - Staff Report

13.1.1 GL-RZ-2021.2 (Gaylor) -2022-09-06 - Staff Memo

GA-2022-097

It was Moved and Seconded,

that the Galiano Island Local Trust Committee defer application GL-RZ-2021.2 (Gaylor) to the September 27, 2022 LTC meeting.

CARRIED

13.2 GL-TUP-2022.1 (Walker) - Staff Report

Planner Smith summarized the application.

Discussion of additional conditions, fencing, selling of goods, hours of operation and weekend and STAT holiday hours of work.

Applicant: The additional conditions are ok regarding operation hours and the noise bylaw will be followed.

Trustee Rockafella suggested that the hours of work would be 7am – 5pm weekdays and 7am-5pm on weekends or STATs there shouldn't be trucks used over 10,000 kgs.

Trustee Wolverton asked is there would be any storage of sewage on the site. The applicant answered that there would be no sewage stored on the site.

The applicant stated they are is not seeking to make changes to Georgeson Bay road.

Trustee Rockafeller asked for clarification on how many yards cubed the applicant is going to use for storage. The applicant agreed to 400 yards cubed or 305 metres cubed.

Discussion regarding the max gbw of 10,000 kg on the weekends.

Discussion and comments from Trustee Rockafella with regards to signage heading south. Also it has a section where the owner contractor will not be residing on the property but it is within a gated work yard so there is an exception.

Discussion regarding the question of the possibility of a precedent for rezoning this property by the applicant. The Applicant might look for another location if they wanted to rezone a property for contractor yard use. If this was a rezoning consideration, the LTC would look at it differently. The LTC's rationale is only for a TUP application.

GA-2022-098

It was Moved and Seconded,

that the Galiano Island Local Trust Committee amend draft Temporary Use Permit GL-2022.1 (Walker); as shown as Attachment 5 to this staff report by the addition of the following:

- i. that a new condition be added stating that: The storage of all permitted heavy machinery and equipment shall include a suspended drip system (consisting of grommetted canvas squares suspended beneath the engines and lined with absorbent pads).
- ii. that a new condition be added stating that: The storage of any fuels, hydrocarbons, chemicals and hazardous materials is prohibited.
- iii. that a new condition be added stating that: An emergency spill kit shall be provided in the TUP Area.
- iv. that a new condition be added stating that: All permitted equipment and materials shall be removed from the site by the date of the expiry of this permit. The removal of fencing is not a condition of this permit.
- v. that a new condition be added that the fence be located on the inside perimeter of the existing treeline.
- vi. that the weekday operating hours be amended to be from 7am-5pm.
- vii. that the weekend hours be amended to be from 8am-5pm on Saturdays, Sundays and holidays.
- viii. that the maximum volume of aggregates and solid materials at any one time will be limited to 305 m³. (400 yards³).
- ix. that the maximum gross vehicle weight of any vehicle shall be limited to 10,000 kg on Saturdays, Sundays and holidays.

CARRIED

GA-2022-099

It was Moved and Seconded,

that the Galiano Island Local Trust Committee approve issuance of Temporary Use Permit GL-2022.1 (Walker) for a period of three (3) years, as amended.

CARRIED

14.1 DL 64, 68, 72, 87 Rezoning Project - Proposed Bylaws 231 and 232 - Post Public Hearing Staff Report

GA-2022-100

It was Moved and Seconded,

that the Galiano Island Local Trust Committee proposed Bylaw No. 231, cited as “Galiano Island Official Community Plan Bylaw No. 108, 1995, Amendment No. 14, 2011.” be read a second time.

CARRIED

GA-2022-101

It was Moved and Seconded,

that the Galiano Island Local Trust Committee proposed Bylaw No. 232, cited as “Galiano Island Land Use Bylaw No. 127, 1999, Amendment No. 3, 2011” be read a second time.

CARRIED

GA-2022-102

It was Moved and Seconded,

that the Galiano Island Local Trust Committee proposed Bylaw No. 231, cited as “Galiano Island Official Community Plan Bylaw No. 108, 1995, Amendment No. 14, 2011.” be read a third time.

CARRIED

GA-2022-103

It was Moved and Seconded,

that the Galiano Island Local Trust Committee proposed Bylaw No. 232, cited as “Galiano Island Land Use Bylaw No. 127, 1999, Amendment No. 3, 2011” be read a third time.

CARRIED

GA-2022-104

It was Moved and Seconded,

that the Galiano Island Local Trust Committee proposed Bylaws No. 231 and No. 232 be forwarded to the Secretary of the Islands Trust for Executive Committee Approval.

CARRIED

GA-2022-105

It was Moved and Seconded,

that the Galiano Island Local Trust Committee proposed Bylaw No. 231 be forwarded to the Minister of Municipal Affairs for approval.

CARRIED

15. REPORTS

15.1 Work Program Reports (attached)

15.1.1 Top Priorities Report Dated Aug 2022

Review of water only access for Wise Island to be added

15.1.2 Projects List Report Dated Aug 2022

GA-2022-106

It was Moved and Seconded,

that the Galiano Island Local Trust Committee review the Wise Island bylaws and potentially other water access only locations in the Trust Area.

CARRIED

GA-2022-107

It was Moved and Seconded,

that the Galiano Island Local Trust Committee to add the shoreline protection model bylaw recommendations to the projects list.

CARRIED

Discussion regarding that there might be opportunities for bundling this with other islands. The new LTC can consider this. The Regional Planning Team might be able to work on this with other islands.

GA-2022-108

It was Moved and Seconded,

that the Galiano Island Local Trust Committee remove No. 7 “Review of Forestry Land Designations, policies and community benefit approaches” from the projects list.

CARRIED

15.2 Applications Report Dated Aug 2022 – for information

15.3 Trustee and Local Expense Report Dated June 2022 – for information

15.4 Adopted Policies and Standing Resolutions – for information

15.5 Local Trust Committee Webpage – no discussion

15.6 Islands Trust Conservancy Report

15.6.1 Islands Trust Conservancy Plan - Referral for Comment

GA-2022-109

It was Moved and Seconded,

that the Galiano Island Local Trust Committee respond to the Islands Trust Conservancy to approve the three year plan.

CARRIED

16. NEW BUSINESS

16.1 Delegation of Development Permits

RPM Kojima summarized the below motion: Local Trust Committees now have the authority to delegate issuance of development permits (DP) to staff.

Further discussion regarding the motion and DPA areas.

GA-2022-110

It was Moved and Seconded,

that the Galiano Island Local Trust Committee request staff to prepare a bylaw that would delegate the issuance of development permits to staff for the following development permit areas:

a) Galiano Island OCP Bylaw No. 108, 1995 Development Permit Areas 1 through 5, and Development Permit Area 7.

CARRIED

17. UPCOMING MEETINGS

17.1 Next Regular Meeting Scheduled for September 27, 2022 at the Galiano South Community Hall, 141 Sturdies Bay Rd, Galiano Island

There is a Community Information Meeting (CIM) on September 24, 2022 at the Galiano South Community Hall, 141 Sturdies Bay Rd, Galiano island.

18. TOWN HALL

Galiano community member: on the delegation for Development Permits (DP) make sure that failed applicants are notified that they can appeal to the LTC.

Suggested that the focus on why it is unique all the other boat access and that the other islands have large lots that can accommodate bylaws. Focus on Wise Island first when reviewing the bylaw setbacks as their lots are smaller.

Would like confirmation that the LTC has decided not to respond to Rogers Communication letter. Mr. Rybak drafted a possible response for the LTC. Review on the next meeting agenda.

19. CLOSED MEETING

GA-2022-111

It was Moved and Seconded,

that the meeting be closed to the public in accordance with the Community Charter, Part 4, Division 3, s. 90(1)(a)(d) for the purpose of considering: Bylaw Enforcement AND that the recorder and staff attend the meeting

CARRIED

20. ADJOURNMENT

By general consent the meeting was adjourned at 4:45 pm.

Dan Rogers, Chair

Certified Correct:
Robin Ellchuk, Recorder



**Galiano Island Local Trust Committee
Record of Public Hearing
Bylaw No. 231, 232**

Date: September 6, 2022
Location: Galiano South Community Hall, 141 Sturdies Bay Rd

Members Present: Dan Rogers, Chair
Tahirih Rockafella, Trustee
Jane Wolverton, Trustee

Staff Present: Robert Kojima, Regional Planning Manager
Brad Smith, Island Planner
Robin Ellchuk, Recorder

Others Present: There were approximately 50 members of the public.

7.1 Galiano DL 64, 68, 72, 87 Rezoning Project - Proposed Bylaws 231 and 232

Chair Rogers called the Public Hearing to order at 2:40 p.m. and acknowledged that the meeting was being held in traditional territory of the Coast Salish First Nations. He read a statement outlining the content, purpose, and process of the Public Hearing.

Chair Rogers noted that a number of written submissions have been received prior to the meeting.

Planner Smith provided a summary of proposed Bylaws No. 231 and 232. There have been 3 submission letters to date.

7.1 DL 64, 68, 72, 87 Rezoning Project - Proposed Bylaws 231 and 232

The follow comments were made by the community members who attended the meeting:

7.1 DL 64, 68, 72, 87 Rezoning Project - Proposed Bylaws 231 and 232

Bowie Keefer: Gave some background on conservation on the Island. At one time there were no protected areas on this island. There are two separate land assembly projects ongoing currently and one is with the Conservancy to create a mid island protected area and the other one is the North Galiano parkland corridor.

Bowie Keefer: Supports these four parcels to be rezoned to Nature Protection.

Steven Rybak: Were these bylaws referred to the Galiano Parks and Recreation Commission? –Steven is a member of the Galiano Parks and Recreation Commission and has not seen a referral for this rezoning.

Staff answered: The referrals would have been submitted to the CRD.

Chair Rogers asked three times if there are any further comments or written submissions.

There being no further submissions, Chair Rogers closed the Public Hearing at 2:51 p.m.

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

Dan Rogers, Chair

Certified Correct:

Robin Ellchuk, Recorder

DATE



Follow Up Action Report

Galiano Island

07-Mar-2022

Activity	Responsibility	Dates	Status
1 14.1 GW sustainability project - staff to identify options for changes to zoning regulations informed by GW Solutions (2021) groundwater availability assessment data.	Narrisa Chadwick William Shulba	Target: 22-Apr-2022	Completed

16-Jul-2022

Activity	Responsibility	Dates	Status
1 GL-RZ-2019.1 (GIGARHS) Explore options for s 219 covenant between LTC and owner of remainder lot (ie Galiano Club) to restrict future subdivision for development	Brad Smith	Target: 15-Sep-2022	Completed

06-Sep-2022

Activity	Responsibility	Dates	Status
1 8.1 July 4, 2022 LTC meeting minutes adopted as presented	Robin Ellchuk	Target: 20-Sep-2022	Completed
2 8.2 July 4 special meeting minutes adopted as presented	Robin Ellchuk	Target: 20-Sep-2022	Completed
3 8.3 July 16 special meeting minutes adopted as amended - revise Barb Graham to Barb Grehan in list of speakers	Robin Ellchuk	Target: 20-Sep-2022	Completed

Follow Up Action Report

Galiano Island

06-Sep-2022

Activity	Responsibility	Dates	Status
4 13.1 GL-RZ-2021.2 (Gaylor) - defer to Sept 27 meeting, add to Sept 27 agenda package	Jas Chonk Robin Ellchuk	Target: 27-Sep-2022	Completed
5 13.2 GL-TUP-2022.1 (Walker) TUP approved as amended - planner to update TUP in accordance with amending resolution and set up monitoring in Tapis, Clerk to send permit, Planning assistant to close out file	Brad Smith Jas Chonk Robin Ellchuk	Target: 20-Sep-2022	In Progress
6 14.1 DL 64, 68, 72 and 87 project - BLs given 3rd reading, send BLs 231 and 232 to EC and then BL 231 to Minister for approval	Brad Smith Jas Chonk	Target: 30-Sep-2022	In Progress
7 15.1.2 Add "Review of Wise Island bylaws and potentially other islands with water access only" and "Shoreline model protection bylaw" to projects list and remove project 7 off of projects list	Brad Smith	Target: 09-Sep-2022	Completed
8 15.6.1 Respond to Islands Trust Conservancy that the LTC endorses the 3 year plan as presented	Jas Chonk	Target: 20-Sep-2022	In Progress
9 16.1 Staff to prepare a bylaw that would delegate the issuance of development permits to staff for permit areas Development Permit Areas 1 through 5, and Development Permit Area 7.	Jas Chonk Robert Kojima	Target: 20-Sep-2022	Completed
10 April 4, 2022 in-camera meeting minutes adopted as presented	Robin Ellchuk	Target: 20-Sep-2022	Completed

[REDACTED]

Jane Wolverton and Tahirih Rockafella Galiano Island Local Trust Committee
jwolverton@islandstrust.bc.ca trockafella@islandstrust.bc.ca

September 5, 2022

Regarding correspondence item 11.1 in the September 6 2022 Agenda Package:

Dear Trustees,

Wow. It surprised and offended me to read the abusive language in Mr. Ramsey's letter. While we like to think Galiano is a progressive community, Galiano has a toxic culture of extreme judgment of opposing viewpoints and this letter epitomizes this. By publishing this, the LTC is making a statement of support for this kind of divisive behaviour.

Perhaps worst of all, by publishing this letter in the agenda package, it creates a glaring hypocrisy of the Local Trust Committee. Mr. Ramsey's statements go against the values of the LTC that you make such a repeated effort to emphasize at each and every LTC meeting: being respectful, open to other viewpoints and not using inappropriate, or aggressive/attacking language directed at any person or group. Why was this letter published?

The additional layer of irony here is Mr/ Ramsey's position on the APC - a committee literally in existence to help land use decision makers on Galiano hear from a broad cross-section of the community as there are often diverse viewpoints on nearly every topic. As Chair of this Committee, writing in offensive and judgmental statements against other community members based on their differing views is embarrassing. This is not open minded or recognizing the importance of community consultation and democracy when it comes to land use planning. It reflects very badly on the APC and LTC as a result.

Beyond all this, the new Rogers Equipment is already installed on the Stockade Hill tower - without any consultation, neighbour notifications or adherence to the local consultation process that the community has worked so hard on.

If you're going to start every meeting talking about respect and making a safe space for all community members to participate, then maybe you should avoid hypocrisies like this, and ensure that the APC is made of members who actually believe in community input and are open-minded enough to consider all views when making recommendations.

Sincerely,

Brad Lockett

From: Shirlene Raines [REDACTED]
Sent: Sunday, September 11, 2022 9:20 AM
To: Jane Wolverton; Tahirih Rockafella; Brad Smith; [REDACTED]
Subject: Fwd: Light Industrial zoning on Galiano

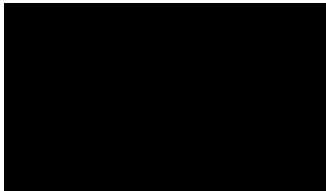
Good morning.

I do not support light industrial zoning on Georgeson Bay valley road-except as temporary use. Although road maintenance yard has existed for ages it too would be better located elsewhere on the island where the sound does not carry in the valley and affect all the neighbouring properties including nature reserves. As portions of F1 zoned land have already been rezoned to permit light industrial uses I see no reason why other F1 property owners, who have highway access and who wish to do so, should not be permitted to apply to rezone a portion of lands for both light industrial and a garbage transfer station (currently no property zoned for this needed use) Owner or end user can lease the sites for specific uses.

Potential site options: The old garbage dump-District Lot 17 ; District Lot 14 already has industrial site use related to timber (although not zoned for FI)-maybe expand other portions of this large property; DL 37 already has FI portion rezoned as does portion removed from DL 48. Some R3 zones may also have ideal locations for light industrial use-ie "The Ark" and Rod and Gun. Perhaps areas beneath BC Hydro power lines may be leased for aggregate/landscape material storage, etc. Lots of viable south end options if there is a will to explore and permit them.

--

Shirlene Raines





DATE OF MEETING: September 27, 2022

TO: Galiano Island Local Trust Committee

FROM: Brad Smith, Island Planner
Victoria Office

SUBJECT: GL-RZ-2021.1(GALI) – Bylaw No. 280 and No. 285 – Post Public Hearing
409 Porlier Pass Road - Parcel Identifier Number: 001-416-987

RECOMMENDATIONS

1. That the Galiano Island Local Trust Committee proposed Bylaw No. 280, cited as “Galiano Island Land Use Bylaw No. 127, 1999, Amendment No. 3, 2021”, be read a second time.
2. That the Galiano Island Local Trust Committee proposed Bylaw No. 280, cited as “Galiano Island Land Use Bylaw No. 127, 1999, Amendment No. 3, 2021”, be read a third time.
3. That the Galiano Island Local Trust Committee proposed Bylaw No. 285, cited as “Galiano Island Housing Agreement Bylaw No. 285, 2022”, be read a first time.
4. That the Galiano Island Local Trust Committee proposed Bylaw No. 285, cited as “Galiano Island Housing Agreement Bylaw No. 285, 2021”, be read a second time.
5. That the Galiano Island Local Trust Committee proposed Bylaw No. 285, cited as “Galiano Island Housing Agreement Bylaw No. 285, 2021”, be read a third time.
6. That the Galiano Island Local Trust Committee proposed Bylaws No. 280 and No. 285 be forwarded to the Secretary of the Islands Trust for Executive Committee Approval.
7. That the Galiano Island Local Trust Committee accept two covenants under section 219 of the *Land Title Act* from the registered owner of Lot 1 District Lot 3 Galiano Island Cowichan District Plan 29196 and designate the Chair of the Local Trust Committee to sign the two covenants [GL-RZ-2021.1].
8. That the Galiano Island Local Trust Committee accept a housing agreement under section 219 of the *Land Title Act* from the registered owner of Lot 1 District Lot 3 Galiano Island Cowichan District Plan 29196 and designate the Chair of the Local Trust Committee to sign the housing agreement [GL-RZ-2021.1].

REPORT SUMMARY

Proposed Bylaw No. 280 would amend the Galiano Island Land Use Bylaw No. 127 (LUB) by rezoning the subject property to allow for the development of up to 20 residential affordable housing rental units.

Draft Bylaw No. 285 is an administrative bylaw that would establish a housing agreement between the Galiano Island Local Trust Committee (LTC) and the property owner, the Galiano Affordable Living Society (GALI).

The recommendations above are supported as:

- Significant effort has been invested in the application proposal to date and all issues have been addressed to the satisfaction of staff;

- All statutory requirements have been completed for rezoning including the required notification and holding of a public hearing consistent with the *Local Government Act*;
- All Islands Trust bylaw amendments require the approval of the Executive Committee of the Islands Trust prior to the consideration of adoption.

BACKGROUND

The Galiano Island Local Trust Committee (LTC) is considering approval of proposed Bylaw No. 280 that would amend the LUB to permit the rezoning of the subject property to allow for the development of up to 20 residential affordable housing rental units.

The property is currently zoned Community Housing 1 (CH1), and rezoning is required to allow for an increase in permitted density from 1 dwelling per lot to 20 dwellings per lot. Amendments are also required to align the existing CH1 zoning for the subject property with the applicant's multi-unit affordable housing proposal.

Draft Bylaw No. 285 is an administrative bylaw that would establish a housing agreement between the Galiano Island Local trust Committee (LTC), and the property owner who is also the project proponent (GALI).

Proposed Bylaw No. 280 was given first reading on February 7, 2022.

A public hearing is scheduled for September 27, 2022 for proposed Bylaw No. 280. A public hearing is a quasi-judicial process within and following which specific procedures must be followed. A public hearing is not required for draft Bylaw No. 285 as it is an administrative bylaw.

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

1. Consideration of Second Reading (this may include amendments to alter a bylaw).
2. Consideration of Third Reading.
3. Forwarding of the bylaws to Executive Committee for approval.
4. Reconsideration and adoption.

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

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

In this case, as there are no required OCP amendments, there is no approval required from the Minister of Municipal Affairs. If the Executive Committee approve the bylaws, the next step for the LTC would be to adopt the bylaws.

Rationale for Recommendation:

Based on the foregoing, the recommendations on page 1 are supported as:

- Significant effort has been invested in the application proposal to date and all issues have been addressed to the satisfaction of staff;
- All statutory requirements have been completed for the rezoning including the required notification and holding of a public hearing consistent with the *Local Government Act*;
- All Islands Trust bylaw amendments require the approval of the Executive Committee of the Islands Trust prior to the consideration of adoption.

ALTERNATIVES

1. Make amendments to the bylaw(s).

The LTC may amend the bylaw(s).

Resolution:

That Galiano Island Local Trust Committee proposed Bylaw No. 280, cited as “Galiano Island Land Use Bylaw No. 127, 1999, Amendment No. 3, 2021” be amended as follows: _____

That Galiano Island Local Trust Committee proposed Bylaw No. 285, cited as “Galiano Island Housing Agreement Bylaw No. 285, 2021” be amended as follows: _____

2. Receive for information

The LTC may receive the report for information.

3. Proceed no further with the bylaw.

The LTC may decide to proceed no further with Bylaw No. 280 and No. 285.

Resolution:

That the Galiano Island Local Trust Committee proceed no further with Bylaw No. 280 and No 285.

NEXT STEPS

Upon direction from LTC, staff will send Bylaw No. 280 and No. 285 to the Islands Trust Executive Committee.

Submitted By:	Brad Smith, Island Planner Southern Team	September 13, 2022
Concurrence:	Robert Kojima, Regional Planning Manager	September 13, 2022

ATTACHMENTS

1. Proposed Bylaw No. 280
2. Draft Bylaw No. 285

PROPOSED

GALIANO ISLAND LOCAL TRUST COMMITTEE BYLAW NO. 280

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. 3, 2021”.

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. Section 8.6 – Community Housing 1 Zone (CH1), Subsection 8.6.2 is amended by deleting “one dwelling is” and replacing it with “twenty dwellings are” such that it reads “Twenty dwellings are permitted on each lot.”

2.2. Section 8.6 – Community Housing 1 Zone (CH1), Subsection 8.6.3 is amended by deleting the Subsection in its entirety and replacing with a new Subsection 8.6.3 and four new Articles such that it reads

“8.6.3 Maximum floor area of a dwelling must not exceed

8.6.3.1	34 square metres for a studio unit
8.6.3.2	67 square metres for a 1 bedroom unit
8.6.3.3	96 square metres for a 2 bedroom unit
8.6.3.4	115 square metres for a 3 bedroom unit”

2.3. Section 8.6 – Community Housing 1 Zone (CH1) subsection 8.6.4 is amended by deleting “One accessory building not exceeding a floor area of 10 square metres is permitted in respect of each permitted dwelling” and replacing it with “Lot coverage must not exceed 8.65 % for any lot.”

2.4. Section 8.6 – Community Housing 1 Zone (CH1), Subsection 8.6.5 is amended by deleting “Two communal accessory buildings not exceeding a total combined floor area of 278 square metres.” and replacing it with “One communal accessory building not exceeding a floor area of 70 square meters.”

2.5. Section 8.6 – Community Housing 1 Zone (CH1), Subsection 8.6.7 (Minimum Setbacks) is amended by:

- (i) deleting Article 8.6.7.1 in its entirety
- (ii) renumbering subsequent Subsection 8.6.7 Articles accordingly
- (iii) Deleting “other” from Article 8.6.7.2 such that it reads “at least 7.5 metres from any lot line.”

2.6. Section 8.6 – Community Housing 1 Zone (CH1), Subsection 8.6.9 (Average Lot Size) is amended by deleting “0.19 hectares” and replacing it with “4 hectares” such that it reads “No subdivision may be approved unless the lots created by subdivision have an average area of at least 4 hectares.”

2.7. Section 8.6 – Community Housing 1 Zone (CH1), amended by inserting a new Subsection 8.6.10 as follows:

“Form of Tenure

8.6.10 100% of the dwelling units in the Community Housing 1 zone shall be limited to residential rental tenure.”

2.8. Section 17.1 is amended by adding the following definition:

“residential rental tenure” means the granting of a right to occupy a dwelling unit as living accommodation where the minimum occupancy period is thirty consecutive days, and where the dwelling unit is not owned by a dwelling unit occupant, but where regular payments are made to the owner for the use of the dwelling unit.

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	7 TH	DAY OF	FEBRUARY	2022.
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. 285

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. XXX, 2021".
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 [owner]

READ A FIRST TIME this X day of month, year

READ A SECOND TIME this X day of month, year

READ A THIRD TIME this X day of month, year

APPROVED BY THE EXECUTIVE COMMITTEE OF THE ISLANDS TRUST this X day of month, year

ADOPTED this X day of month, year

SECRETARY

CHAIRPERSON

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"	means, as determined by BC Housing from time to time, <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.
"Permitted Housing Operator"	means the 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.
"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.
- “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 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 subleasee 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.

3.3 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.

3.4 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.

3.5 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.

3.6 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.

3.7 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.



DATE OF MEETING: September 27, 2022
TO: Galiano Island Local Trust Committee
FROM: Brad Smith, Island Planner
Southern Team
COPY: Robert Kojima, Regional Planning Manager
SUBJECT: Rezoning Application GL-RZ-2019.1
Applicant: Gulf Islands Galisle Affordable Rental Housing Society (GIGARHS)
Location: District Lots 30/31 (Community Forest), Galiano Island

RECOMMENDATIONS

1. That the Galiano Island Local Trust Committee accept a covenant under section 219 of the *Land Title Act* from the registered owner of Lot 1 District Lots 30 and 31 Galiano Island Cowichan District Plan VIP76996 Except That Part In Plan VIP76997 and designate the Chair of the Local Trust Committee to sign the covenant [GL-RZ-2019.1].
2. That the Galiano Island Local Trust Committee accept the draft housing agreement from the registered owner of Lot 1 District Lots 30 and 31 Galiano Island Cowichan District Plan VIP76996 Except That Part In Plan VIP76997 and designate the Chair of the Local Trust Committee to sign the housing agreement [GL-RZ-2019.1].

REPORT SUMMARY

The purpose of this staff report is to provide a response to the Galiano Island Local Trust Committee (LTC) on their request for more information with respect to entering a covenant with the Galiano Club and to seek direction on next steps with respect the housing agreement and s. 219 covenant for application GL-RZ-2019.1.

The above recommendations are supported as:

- The LTC chair is authorized to sign the housing agreement and s. 219 covenant on behalf of the LTC;
- The covenant and housing agreement have been reviewed by Islands Trust legal counsel who are satisfied that the two documents meet the legal needs of the LTC and the Islands Trust.

BACKGROUND

A rezoning application was submitted to the Islands Trust in September 2019 by the Gulf Islands Galisle Affordable Rental Housing Society (GIGARHS). The intent of this rezoning application is to allow for the development of up to 12 units of affordable housing in the community forest property located at the terminus of Georgia View Road (Figure 1).

The application has now proceeded to post public hearing and the associated bylaws are approved by the Executive Committee. Bylaw No. 276 is currently with the Minister of Municipal Affairs for consideration of approval.

Background information, including staff reports, professional reports, proposed bylaws and correspondence for the application can be found here: <http://www.islandstrust.bc.ca/islands/local-trust-areas/galiano/current-applications/current-application-documents/>

ANALYSIS

Covenant with Galiano Club

At the July 16, 2022 special meeting the LTC passed the following resolution:

GL-2022-94

It was Moved and Seconded,

that the Galiano Island Local Trust Committee direct staff to explore a covenant between Galiano Island Local Trust Committee, and Galiano Club regarding limitation on further development on remainder parcel.

CARRIED

Staff provide the following options that the LTC could consider:

1. Seek to enter a separate s. 219 covenant with the Galiano Club restricting future development in the remainder lot at the expense of the applicant.
2. Seek to become a party to the existing 3rd party covenant between the Galiano Club, the Galiano Conservancy and the Habitat Acquisition Trust (HAT) that is being amended to restrict future development in the remainder lot.
3. Rely on the existing 3rd party covenant that will restrict any further development and the requirement of any future development to need a LTC led rezoning process to proceed.

Staff are of the view that options 1 and 2 are not necessary to pursue by the LTC for the following reasons:

- The 3rd party covenant holders are intending to make amendments to the 3rd party covenant that will restrict any further development in the remainder lot. These amendments will be pursued following successful subdivision of the parent parcel assuming the rezoning bylaws are approved by the Minister of Municipal Affairs and adopted by the LTC. They have offered to engage staff in the development and review of these amendments.
- Given the remainder lot will remain zoned as Heritage Forest where the only permitted activities are forestry related, any future development would require a comprehensive LTC led rezoning process.
- A future LTC could decide to amend or extinguish any covenants put in place by this LTC as part of their discretionary decision making authority.

If the LTC agrees with staff, the LTC could consider passing a resolution directing staff to engage with the 3rd party covenant holders in the development and review of covenant amendments to the remainder lot and to bring these to the LTC for comment.

Housing Agreement and S. 219 Covenant Sign-off

The Chair of the LTC is authorized to sign the housing agreement and s. 219 covenant on behalf of the LTC. Staff are seeking direction from the LTC to initiate this process.

Rationale for Recommendation

- The LTC chair is authorized to sign the housing agreement and s. 219 covenant on behalf of the LTC;
- The covenant and housing agreement have been reviewed by Islands Trust legal counsel who are satisfied that the two documents meet the legal needs of the LTC and the Islands Trust.

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

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.

Resolution:

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

2. Direct staff to develop a s. 219 covenant with the Galiano Club or further explore entering 3rd party covenant as a signatory

The LTC may choose to direct staff to proceed with developing a separate s. 219 covenant or further exploring entering the existing 3rd party covenant as a signatory.

Resolutions:

That the Galiano Island Local Trust Committee direct staff to develop a s. 219 covenant with the Galiano Club restricting further development on the remainder parcel.

That the Galiano Island Local Trust Committee direct staff to explore the LTC becoming a signatory to the 3rd party covenant between on Galiano Club, the Galiano Conservancy and the Habitat Acquisition Trust for the remainder parcel.

NEXT STEPS

With direction, staff will initiate execution of the housing agreement and s. 219 covenant by the LTC chair.

Submitted By:	Brad Smith, Island Planner	September 14, 2022
Concurrence By:	Robert Kojima, Regional Planning Manager	September 14, 2022

- Attachment 1. Housing Agreement**
- Attachment 2. S 219 Covenant**

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 DAY OF 20__

SECRETARY

CHAIRPERSON

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"	means, as determined by BC Housing from time to time, <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.

PART 2 – TERMS OF INSTRUMENT

SECTION 219 COVENANT

This Agreement dated for reference the ____ day of _____, 2021 is

AMONG:

(the “Owner”)

AND:

GALIANO ISLAND LOCAL TRUST COMMITTEE

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 land more particularly described as:

PID:

Legal Description:

(the “Land”);

B. The Owner has applied to the Trust Committee to amend the Galiano Land Use Bylaw to authorize an affordable housing development on the Land.

C. 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;

D. 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 pursuant to s. 219 of the *Land Title Act* as follows:

Definitions

1. In this Agreement:

- (a) “Construction” means the construction of any building or structure on the Land, and includes any land alteration or other work on the Land in preparation for the construction of any building or structure.

- (b) "Development Area" means the area of the Land proposed for buildings or structures, driveways, parking lots, gardens, and a septic field, and specifically excludes the area shown on the Site Plan as within the "33 ft setback".
- (c) "Ecological Assessment Report" means the report prepared by Keith Erickson and dated January 18, 2021, a copy of which is attached to this Agreement as Schedule A.
- (d) "Groundwater Report" means the report submitted by Hy-Geo consulting and dated December 2, 2019, a copy of which is attached to this Agreement as Schedule B.
- (e) "Project Well" means the well located on the Land, with the Well Identification number 46824.
- (f) "Site Plan" means the proposed plan for the use and development of the Land, a copy of which is attached to this Agreement as Schedule C.
- (g) "Tree Protection Zone" means an area surrounding a tree, having a diameter of 12 centimeter for every 1 centimeter of trunk diameter at breast height (1.3 meters above the ground).
- (h) "Water Management Plan" means the report prepared by MSR Solutions and dated August 30, 2021, a copy of which is attached to this Agreement as Schedule D.

Ecological Protection Measures

2. The Owner shall not construct on or develop the Land except in accordance with the Site Plan, and in accordance with the recommendations of the Ecological Assessment Report, and in particular, but without limitation, the Owner shall:
 - (a) Not alter or develop the area of the Land shown on the Site Plan as lying within any of the "33 ft setback" or "30' buffer" areas, except as may be specifically authorized or directed in writing by the Trust Committee, in its sole discretion, to ensure the ecological integrity of those areas, or their aesthetic value, or their ability to provide a visual screen between development on the Land and any adjacent lands;
 - (b) Establish a Tree Protection Zone around all trees identified as "Old-growth Douglas Fir" or "Large Diameter Arbutus" on the diagram that appears at page 15 of the Environmental Assessment Report;
 - (c) Retain as much forest cover and natural vegetation cover as practicable within the Development Area;
 - (d) Retain large diameter coarse woody debris and dead standing trees within undeveloped areas of the Land to provide wildlife habitat;
 - (e) Use only permeable materials or surfacing for parking lots and driveways on the Land;

- (f) Create bioswales along driveways and downslope from parking areas and other impervious surfaces to manage surface runoff and promote infiltration back into the groundwater system;

Construction Management, and Restoration

3. The Owner shall not start any Construction on the Land until the Owner has:
 - (a) established sturdy, high visibility fencing around every Tree Protection Zone, and around any other areas that are, in accordance with the Site Plan, to remain as natural areas;
 - (b) removed Scotch broom, holly and Himalayan blackberry from the developable area of the Land
 - (c) removed trees that cannot be preserved;
 - (d) established a water supply and storage system sufficient for firefighting purposes with a minimum of 90,850 litres of storage.
4. The Owner shall not carry out any site clearing from late February through August 31st in any year, or during periods of prolonged rainfall.
5. 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.
6. During and throughout any Construction on the Land the Owner shall:
 - (a) Maintain all fencing around the Tree Protection Zones and around other areas required to be fenced under 3(a), above;
 - (b) Minimize impacts to vegetation, and immediately revegetate/restore any areas where temporary damage is necessary for construction purposes;
 - (c) Avoid depositing soil or other fill in any Tree Protection Zone;
 - (d) Avoid excavation inside any Tree Protection Zone and, if excavation is required inside a Tree Protection Zone, it must only be carried out under the supervision of and as directed by a certified arborist, who shall be retained for the express purpose of providing recommendations and direction to minimize damage to the tree protection zone;
 - (e) Minimize soil compaction outside of the Development Area;
 - (f) Cover any soils exposed or deposited for a period of greater than two (2) weeks with tarps, which the Owner shall maintain in good repair throughout construction, or hydromulch the exposed soils (without seeds);

- (g) Restrict the use of machinery and equipment to the minimum area necessary to carry out the authorized development;
 - (h) Control invasive exotic vegetation by requiring all contractors working on the Land to inspect and clean vehicle and equipment before entering or leaving the Land, and by manually removing invasive exotic vegetation on a regular basis
 - (i) Ensure all machinery and equipment used on the Land is inspected for leaks prior to operation;
 - (j) Not allow any vehicle fueling or refuelling on the Land except at a designated location with an impermeable surface, where spills can be contained;
 - (k) Ensure a spill response kit is on-site whenever machinery is being operated, and ensure all operators are trained in the proper use of the spill kit.
7. The Owner shall retain a qualified environmental monitor to evaluate, and if necessary, prescribe further mitigation measures during all phases of the development and construction process. The monitor should verify that recommendations are implemented and provide a signed letter of confirmation to the Local Trust Committee.
8. Immediately after construction, and before any residential use or occupancy of the Land, the Owner shall:
- (a) restore any areas where soils were compacted due to construction, using the 'rough and loose' method; and,
 - (b) retain a certified arborist to evaluate all preserved trees and provide a report to the Owner that summarizes findings including further mitigation measures if necessary, and the Owner shall implement those measures.

Groundwater Use Restrictions and Monitoring

9. The Project Well must be equipped with a totalizing flow meter to monitor well usage with a water level sounding tube installed for taking periodic water level measurements in the well and the Owner must maintain records of the total amount of water produced each month. These records shall be submitted to the Trust Committee on an annual basis to ensure that no excessive water demands, particularly during extended drought periods, are being placed on the well.
10. Water from the Project Well shall be treated with an appropriately designed and maintained ultraviolet irradiation (UV) or chlorination treatment system.
11. Water quality from the Project Well shall be monitored for bacteria and chemical quality including fluoride levels on a regular basis (minimum of once a year) and as directed by the local health authority to detect any changes that might occur over time that may require any additional treatment.
12. No irrigation system on the Land, or any use requiring irrigation, shall be connected to, supplied with or use any groundwater, and during the months of May through October, inclusive, none of

the following uses of the Land shall be connected to, supplied with or otherwise use any groundwater:

- a) Exterior maintenance of buildings, structures or landscaping, including any hard surfaces;
- b) Vehicle washing;
- c) Any other water-intensive exterior uses, but not including emergency uses or occasional recreational uses such as small wading pools or children's play.

Water Storage and Management

- 13. The Land must not be used or occupied for residential purposes until and unless the owner has installed all of the following:
 - (a) Dedicated water storage with a capacity of at least 90,850 litres to meet the fire demand requirements;
 - (b) Dedicated water storage with a capacity of at least 2,750 litres to meet balancing storage requirements;
 - (c) Dedicated water storage with a capacity of at least 23,400 litres to meet emergency storage requirements.
- 14. The Owner shall install domestic water meters for all dwelling units on the Land, and no dwelling unit shall be occupied until its water meter has been installed and is functioning properly.
- 15. The Owner shall apply the stormwater design criteria set out in section 7 of the Water Management Plan, to any development or construction on the Land.

Character of Buildings

- 16. All buildings on the land shall be constructed in accordance with the elevation drawings attached to this Agreement as Schedule E, subject to alterations that are reasonably contemplated by or aligned with Schedule E and any existing permits or approvals for the building.

Costs

- 17. The Owner covenants and agrees to perform all requirements and obligations of this Agreement at the Owner's sole cost and expense.

No Effect On Laws or Powers

- 18. This Agreement does not:
 - (a) affect or limit the discretion, rights, duties or powers of the Trust Committee or the Capital Regional District under any enactment or at common law, including in relation to the use or subdivision of the Land;

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

Limitation on Obligations

19. The Owner is only liable for breaches of this Agreement caused or contributed to by the Owner or which the Owner permits or allows. The Owner is not liable for the consequences of the requirements of any enactments or law or any order, directive, ruling or government action thereunder. The Owner is liable only for breaches of this Agreement which occur while the Owner is the registered owner of any interest in the Land and then only to the extent of that interest.

Indemnity

20. Pursuant to section 219(6) of the Land Title Act, the Owner hereby indemnifies and saves harmless the Trust Committee and its elected and appointed officials, officers, employees and agents, from and against all loss, damage, cost, actions, suits, debts, expenses and harm of any kind whatsoever which the Trust Committee may at any time suffer or incur arising out of or related to this Agreement or any breach of it.

No Liability in Tort

21. 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

22. 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

23. 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

24. 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

25. 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

26. 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

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

Further Acts

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

Deed and Contract

29. 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.

2 INSERT SCHEDULES

INSERT PRIORITY AGREEMENT(s) (if required)



DATE OF MEETING: September 6, 2022
 TO: Galiano Island Local Trust Committee
 FROM: Brad Smith, Island Planner
 Southern Team
 COPY: Robert Kojima, RPM
 SUBJECT: Rezoning application GL-RZ-2021.2 (Gaylor) – Request for abeyance

PURPOSE

The purpose of this staff memo is to update the Local Trust Committee (LTC) on the status of application GL-RZ-2021.2 (Gaylor) and to seek further direction on next steps.

BACKGROUND

A rezoning application for the approximately 38.8 hectare District Lot (DL) 86 subject property was received on August 23, 2021. The application would amend the Galiano Island Land Use Bylaw No. 127, 1999 (LUB) by rezoning the subject property from **Forest 1 (F1)** to a combination of **Forest 3 (F3)**, **Rural Residential (RR)** and **Nature Protection (NP)**. The proposal would also require subdivision to create four new lots. The breakdown of the lot coverage by zoning type is provided below. The layout of the proposed lots is provided in Attachment 1.

Proposed Zone	Area (ha / acres)*	% of total land base
Forest 3	22.45 ha (55.5 acres)	58%
Rural Residential	4 ha (9.9 acres)	10%
Parkland / Road	12.35 ha (30.5 acres)	32%
Total	38.8 ha (96 acres)	100%

At the December 6, 2021 meeting, the LTC passed a resolution to proceed with the application and to prepare draft bylaws. The LTC also directed staff to undertake preliminary discussions regarding First Nation interests in the subject property with respect to a potential land transfer to BC Parks. Staff subsequently had discussions with BC Parks and Ministry of Indigenous Relations and Reconciliation staff who expressed a reluctance to consider a land transfer to BC Parks at this time given potential First Nations’ concerns regarding the proposal.

At the July 4, 2022 meeting, staff presented a preliminary report to the LTC on application GL-RZ-2022.1 (Gaylor), for the proposed rezoning of DL 85, which is adjacent to DL 86. The proposal was similar with respect

to lot layout as DL 86 in that it blended the two previously successful F1 lot rezoning approaches including the creation of a 20 hectare F3 lot for a portion of the subject property and utilized the 75/25 split to create rural residential zoned lots on another portion of the subject property.

At that meeting, staff recommended the LTC proceed with application GL-RZ-2022.1 (Gaylor) including preliminary engagement with First Nations. However, the LTC did not agree with this staff recommendation, and resolved to proceed no further with the application, primarily citing concerns that in the LTC's opinion the proposal is not consistent with the original heritage forest policies of the OCP. At that meeting, the DL 85 applicant was reticent to consider amending their proposal to address these concerns.

Staff are now seeking direction from the LTC on next steps with respect to the DL 86 rezoning application. At the July 4, 2022 meeting, following the decision to proceed no further with the DL 85 rezoning application, the DL 86 applicant requested that the LTC put their application in abeyance rather than reject it outright in order to give the applicant time to consider a new rezoning proposal that addresses the concerns raised by the LTC with respect to the DL 85 application.

The LTC gave this some consideration at the July 4 meeting, and requested that staff bring the application back to the LTC on the September 6, 2022 LTC agenda for formal consideration of next steps, which is the purpose of this staff memo.

NEXT STEPS

With direction from the LTC, staff will put the application in abeyance or close-out the application.

Submitted By:	Brad Smith, PAg Island Planner	August 3, 2022
Concurrence:	Robert Kojima Regional Planning Manager	August 19, 2022

ATTACHMENTS

1. DL 86 proposed lot layout

Attachment 1. Proposed Lot Layout DL 86





File No.: Groundwater
Implementation

DATE OF MEETING: September 27, 2022

TO: Galiano Island Local Trust Committee

FROM: Narissa Chadwick, Island Planner
Southern Team

COPY: Robert Kojima, Regional Planning Manager
William Shulba, Senior Freshwater Specialist
Brad Smith, Island Planner

SUBJECT: Groundwater Implementation OCP and LUB Amendments

RECOMMENDATION

1. That the Galiano Island Local Trust Committee endorse Bylaw No.283 cited as “Galiano Island Official Community Plan Bylaw No. 108, 1995, Amendment No. 1, 2022” with Schedule G including the Groundwater Recharge Protection Development Permit Area boundaries based on 5 hectares of lot coverage excluding areas designated as park or conservation.
2. That the Galiano Island Local Trust Committee endorse Bylaw No. 284 cited as “Galiano Island Land Use Bylaw No. 127, 1999, Amendment No. 1, 2022”.
3. That the Galiano Island Local Trust Committee Bylaw No.283 cited as “Galiano Island Official Community Plan Bylaw No. 108, 1995, Amendment No. 1, 2022” and the Galiano Island Local Trust Committee Bylaw No. 284 cited as “Galiano Island Land Use Bylaw No. 127, 1999, Amendment No. 1, 2022” be brought forward for first reading at the next regular LTC meeting.
4. That the Galiano Island Local Trust Committee request staff prepare draft bylaws that would amend the Development Approval Information Bylaw No. 148 and Delegation Bylaw No. 286 for consistency with Bylaw 283.

REPORT SUMMARY

This report identifies options for Groundwater Protection DPA boundaries and presents Bylaw 283 (OCP amendments including Groundwater Protection DPA) and Bylaw 284 (LUB amendments including cistern requirements and updates to regulations related to proof of water for subdivision) for LTC endorsement.

BACKGROUND

At the March 7, 2022 LTC meeting the following resolutions were passed:

2022-033 07-Mar-2022 that the Galiano Island Local Trust Committee request staff to prepare a draft bylaw to amend the Land Use Bylaw to include updates to definitions, addition of cistern requirements for all new builds and updates to subdivision regulations related to potable water.

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2022-032 07-Mar-2022 that the Galiano Island Local Trust Committee request staff to prepare a draft bylaw to amend the 'Galiano Island Official Community Plan Bylaw No. 108, 1995' to include Critical Aquifer Recharge Development Permit Area guidelines, map updates and minor updates to relevant sections as identified in the March 7, 2022 staff report.

Draft Bylaws were presented to the Galiano LTC at the May 2, 2022 regular meeting. Discussion of proposed bylaws was deferred to the June 6th meeting.

At the June 6th meeting the Galiano LTC was presented with [a methodology report](#) written by Senior Freshwater Specialist William Shulba identifying how the data gathered on aquifer recharge could be used to inform lot based development permit area boundaries. The LTC endorsed the methodology and requested that maps of the Groundwater Recharge Protection Development Permit Area boundaries based on 2, 5 and 10 hectares be developed for discussion at the Community Information Meeting. These maps are included in Attachment 3.

A Community Information Meeting was held on July 26, 2022 to share the research, methodology and options for Groundwater Recharge Protection Development Permit Area boundaries. The meeting included an open house, presentation and discussion. About 20 community members attended the event in total. There was no clear consensus from the public on a preferred option for DPA boundaries. Community members were invited to provide feedback after the meeting. No additional feedback on DPA options was received after the meeting. The recording of the presentation can be found [here](#).

ANALYSIS

As identified in the [May 2, 2022 Staff report](#), bylaw amendments are comprised of:

1. Amendments to the Land-Use Bylaw (Attachment 1)

- New definitions
- Cistern Requirements for all new builds (18,000 litres). Increase in cistern size for secondary suites to 18,000 litres. Captured and stored water is not required to be potable or connected to the dwelling except in the Water Management Areas as per existing regulation 13.24.
- References to “rainwater” with respect to cisterns has been changed to “freshwater” to support the capture and retention of groundwater as well as rainwater.
- Updates to regulations related to proof of water for subdivision based on model bylaw for the Southern Gulf Islands. These regulations have been extensively reviewed by provincial staff through a multi-year project of the Salt Spring Islands LTC.

*As indicated at the previous LTC meeting, looking at site specific zoning option for South Galiano and Cain Peninsula to address critical groundwater vulnerability in that area while part of this project will be a separate piece and will require additional process and separate bylaw amendments.

2. General Amendments to OCP (Attachment 2)

- Minor changes to OCP language
- Updates to relevant policies and objectives facilitate consistency with revised language, the new Groundwater Recharge Protection DPA, and other proposed changes to the OCP and the LUB.
- Replacement of Schedule D – Water Resources, with Schedule D – Groundwater Regions.
- Replacement of Schedule G – DPA Area 4: Elevated Groundwater Catchment, with DPA 4: Groundwater Recharge Protection.

3. A Groundwater Recharge Protection DPA (Attachment 2)

- New DPA guidelines which would amend the DPA guidelines for Galiano’s Elevated Groundwater Catchment DPA. Amendments include: reference to 2021 mapping of recharge areas, additional exemptions including clustering development and professional reliance, changes consistent with introduction of cistern requirements for new builds, and changing the name of the DPA.
- Proposed options for DPA boundaries and methodology are contained in the memo written by the Senior Freshwater Specialist which is attached to the [June 2, 2022 staff report](#).
- The attached Draft Bylaw does not include the Schedule maps. These will be completed once the DPA boundary option is determined.

DPA Boundary Options

As identified in the [June 2, 2022 memo](#) the purpose of the groundwater recharge protection development permit area is to protect the ability of aquifers to provide sustainable water resources to the ecosystems and communities of Galiano Island. Islands Trust staff have proposed development permit area boundaries based on:

- Identifying Critical Aquifer Recharge Areas from raw groundwater recharge potential raster data from the Islands Trust Groundwater Recharge Mapping project totalling 2400 hectares.
- Identifying the area of Critical Aquifer Recharge Area for all parcels on Galiano Island.
- Identifying DPA boundary options based on the amount of Critical Aquifer Recharge Area coverage per parcel (See maps in Attachment 3).

Attachment 3 provides scenarios for 3 options related to the amount of critical recharge area covering a lot (2 hectares or more, 5 hectares or more and 10 hectares or more). The maps identify all areas that are covered by the identified amount of critical recharge area.

The parks and protected areas are included on the maps for reference (identified in red). Staff recommends that these areas not be included in the DPA boundaries for the following reasons:

- Provincial and Federal parks are not subject to local government regulation
- Land for conservation with a covenant is exempt from DPA (see guidelines)
- Local government parks are exempt from the DPA (see guidelines)

The chart below identifies the amount of area that would be expected to be protected under each DPA boundary option. The “Aquifer Recharge Area Protected” includes the area that would be covered by DPA boundaries as well as parks and protected areas that fall into the identified category but will not be covered by the DPA. Staff will work with other relevant agencies to ensure that they are aware of and consider the protection of groundwater recharge with any actions in parks and protected areas that impact the land.

Critical Aquifer Recharge Area per Parcel Option	Total Critical Aquifer Recharge Area Protected** (Hectares)	Percentage of Total Critical Aquifer Recharge Area Protected ** (%)
2-hectare	2095	87%
5-hectare	1832	76%
10-hectare	1591	66%

Staff are recommending the 5-hectare of coverage options. This options will protect up to 76% of Total Critical Aquifer Recharge Area on the Island. The Senior Freshwater Specialist indicates that 76% coverage is significant enough to support groundwater sustainability. Choosing the 2 hectare option, while increasing protection by 11% will almost double the number of lots effected leading to a substantial increase in challenges administering the bylaw, including inquiries, bylaw enforcement and applications, without a concomitant increase in either resources or protection.

Policy/Regulatory

Islands Trust Policy Statement:

The proposed draft bylaws are in compliance with the Islands Trust Policy Statement. Relevant policies directives include those related to ecosystem preservation and protection, stewardship of resources and sustainable communities. The Islands Trust Policy Statement Directives Checklist will be presented to the LTC when the bylaws come forward for first reading.

Official Community Plan:

As indicated above, Bylaw 283 includes some updates to language and updates to relevant policies and objectives to facilitate consistency the new Groundwater Recharge Protection DPA, and other proposed changes to the OCP and the LUB. OCP amendments will also include replacement of Schedule D – Water Resources, with Schedule D – Groundwater Regions and replacement of Schedule G – DPA Area 2: Elevated Groundwater Catchment, with DPA 4: Groundwater Recharge Protection.

Land Use Bylaw:

Proposed amendments to the Land Use Bylaw are in compliance with OCP policies.

Issues and Opportunities

The development permit area, which is likely to lead to the retention of trees and forest coverage that may otherwise be removed, has the potential to increase support for the ecological integrity of the island. The health of the ecosystem is critical to the sustainability of groundwater resources.

Consultation

Once the Galiano LTC the draft LUB and OCP bylaws have gone through first reading they will be sent out to relevant agencies and First Nations for referral.

Agencies

The draft bylaws will be sent to a number of agencies. The list is as follows:

Capital Regional District
Ministry of Land, Water and Resource Stewardship
Ministry of Forests
Ministry of Environment and Climate Change Strategy
Engineers and Geoscientists of BC – Sustainability Advisory Group

First Nations

Cowichan Tribes
Halalt First Nation

Lake Cowichan First Nation
Lyackson First Nation

Malahat First Nation
Pauquachin First Nation
Penelakut Tribe
Semiahmoo First Nation
Snuneymuxw First Nation
Stz'uminus First Nation

Tsartlip First Nation
Tsawout First Nation
Tsawwassen First Nation
Tseycum First Nation
WSANEC Leadership Council

Rationale for Recommendation

The draft bylaws are designed to support the sustainability of freshwater into the future. The staff recommended DPA boundary based on 5 hectares of critical aquifer recharge area coverage (excluding parks and protected areas that are exempt from the DPA) will provide a substantial amount of protection without burdening small lot property owners with a process that may have limited impact (a number of smaller lots may be in areas that are already disturbed). In addition, including smaller lots will require additional staff time for application processing.

ALTERNATIVES

1. Identify DPA boundaries that are alternative to staff recommendations

The LTC may decide not to support staff recommendation support the DPA boundary which includes lots covered by 5hectares or more of critical aquifer recharge area. Maps of all options are provided in Attachment 3.

That the Galiano Island Local Trust Committee endorse Bylaw No.283 cited as "Galiano Island Official Community Plan Bylaw No. 108, 1995, Amendment No. 1, 2022" with Schedule G including the Groundwater Recharge Protection Development Permit Area boundaries based on X hectares of lot coverage excluding areas designated as park or conservation.

2. The LTC make changes to the proposed bylaws before first reading

The LTC can make changes to the Bylaws before first reading.

That the Galiano Island Local Trust Committee Draft Bylaw No.283 cited as "Galiano Island Official Community Plan Bylaw No. 108, 1995, Amendment No. 1, 2022" be amended

That the Galiano Island Local Trust Committee Bylaw No.284 cited as "Galiano Island Official Community Plan Bylaw No. 108, 1995, Amendment No. 1, 2022" be amended

3. Request further information prior to first reading

The LTC may request further information before moving to first reading. The LTC needs to specify what they would like further information on.

That the Galiano Island Local Trust Committee request further information related to.....

4. The LTC could request that staff introduce the Bylaws for first reading as soon as they are ready. In this case, once the schedule maps have been finalized, the LTC could read the bylaw for the first time through resolution without meeting.

That the Galiano Island Local Trust Committee Bylaw No.283 cited as “Galiano Island Official Community Plan Bylaw No. 108, 1995, Amendment No. 1, 2022” and the Galiano Island Local Trust Committee Bylaw No. 284 cited as “Galiano Island Land Use Bylaw No. 127, 1999, Amendment No. 1, 2022” be considered for first reading by Resolution Without Meeting as soon as the Schedule maps are for Bylaw No. 283 are completed.

NEXT STEPS

- Bylaws will be presented to the LTC with updated schedule maps;
- LTC gives first reading;
- Bylaw referral comments to be received prior to Public Hearing;
- Community Information Meeting and Public Hearing held;
- LTC gives second and third reading;
- Proposed bylaws referred to Executive Committee and the OCP Bylaw is referred Minister of Municipal Affairs for approval; and
- LTC gives final reading and adopts bylaw.

Submitted By:	Narissa Chadwick	September 16, 2022
Concurrence:	Robert Kojima	September 16, 2022

ATTACHMENTS

1. Bylaw 283 (OCP)
2. Bylaw 284 (LUB)
3. DPA Boundary Option Maps

DRAFT

GALIANO ISLAND LOCAL TRUST COMMITTEE BYLAW NO. 283

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

The Galiano Island Local Trust Committee in open meeting assembled enacts as follows:

1. CITATION

This Bylaw may be cited for all purposes as “Galiano Island Official Community Plan Bylaw No. 108, 1995, Amendment No. 1, 2022”.

2. SCHEDULES

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

3. SEVERABILITY

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

READ A FIRST TIME THIS	_____	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__
APPROVED BY THE MINISTER MUNICIPAL AFFAIRS THIS	_____	DAY OF	_____	20__
ADOPTED THIS	_____	DAY OF	_____	20__

CHAIR

SECRETARY

**GALIANO ISLAND LOCAL TRUST COMMITTEE
BYLAW NO. 283**

SCHEDULE 1

The Galiano Island Official Community Plan No. 108, 1995, is amended as follows:

1. Table of Contents Section V is amended by deleting “4. Development Permit Area 4 – Elevated Groundwater Catchment Areas” and replacing it with “4. Development Permit Area 4 – Groundwater Recharge Protection”.
2. Section II Land Use, Residential Policy “o)” is amended by deleting “Community, Sport and Cultural Development” and replacing it with “Municipal Affairs”.
3. Section II Land Use, Subsection 5.4 Light Industry, Light Industry Advocacy Policy “m)” is amended by inserting “recharge and” after “groundwater” and before “catchment areas”.
4. Section III Services, Subsection 2 Water Supply, Water Supply Objectives is amended by deleting Objectives 1-4 in entirety and replacing with:
 - “1) to ensure an adequate supply of potable freshwater to all users now and into the future,
 - 2) to ensure that groundwater use, and alteration to the land does not pollute or otherwise increase the vulnerability of groundwater regions,
 - 3) to protect critical groundwater recharge areas by evaluating land use decision based on available groundwater vulnerability data and applying the precautionary principle to land use decisions, and
 - 4) to consider and address climate change impacts on freshwater supply and quality.”
5. Section III Services, Subsection 2 Water Supply, Water Supply Policies is amended by deleting policy “a)” in its entirety and replacing it with:
 - “a) Areas identified to be key areas for water supply , fresh water catchment, storage and recharge shall be preserved and protected.

Land identified through groundwater recharge mapping to have significant recharge potential shall be designated as a development permit area for the protection of the watershed.”

6. Section III Water Supply, Water Supply Policy “b) vi)” is amended by deleting “elevated groundwater catchment” and replacing it with “groundwater recharge protection”.
7. Section III Water Supply, Water Supply Policies is amended by removing policy “c)” in its entirety and replacing it with “c) Regulations may require new developments to provide cisterns.”
8. Section IV Conservation and Environment is amended by deleting all instances of “Fresh Water” and replacing them with “Freshwater”.
9. Section IV Conservation and Environment, Freshwater Advocacy Policies is amended by deleting “and the Provincial Ministry of Environment, Ministry of Transportation and Infrastructure, and Ministry of Forests, Lands and Natural Resource Operations” and replacing it with “and relevant Provincial Ministries”.
10. Section V Development Permit Areas is amended by deleting subsection “4. Development Permit Area 4-Elevated Groundwater Protection” in its entirety and replacing it with:

“4. Development Permit Area 4 – Groundwater Recharge Protection

4.1 Description of Area

Development Permit Area 4 includes critical groundwater recharge areas identified on Schedule G. Critical groundwater recharge areas contain hydrogeological conditions that facilitate aquifer recharge and/or transmit contaminants to an underlying aquifer. Factors considered in the identification of critical aquifer recharge areas include topography, remote sensing, satellite multispectral analysis depth to water table, presence of highly permeable soils, land-cover analysis, structural geology, presence of flat terrain, and the presence of more permeable surficial geology.

4.2 Authority

The Groundwater Recharge Protection Development Permit Area is designated a development permit area pursuant to Section 488(1)(a) of the *Local Government Act* for the protection of the natural environment, its ecosystems and biological diversity and Section 488(1)(i) of the *Local Government Act* for the establishment of objectives to promote water conservation.

4.3 Special Conditions and Objectives that Justify the Designation

It is the Object of the Islands Trust to “Preserve and protect the Trust Area and its unique amenities and environment of the Trust Area for the benefit of the residents of the Trust Area, and of British Columbia generally, in cooperation with municipalities, regional districts, improvement districts, other persons and organizations and the government of British Columbia.”

It is Provincial legislation in Section 473(1)(d) of the Local Government Act that an official community plan must include statements and map designations for the area covered by the Plan respecting restrictions on the use of land that is environmentally sensitive to development.

The Islands Trust Council has committed to identifying, protecting and, where possible, restoring or rehabilitating groundwater recharge areas in the Trust Area.

It is policy of the Islands Trust Council that Local Trust Committees address measures that ensure:

- neither the density nor intensity of land use is increased in areas which are known to have a problem with the quality or quantity of the supply of freshwater, and
- the quality and quantity of drinking water sources for current and future Trust Area residents is preserved and protected, and
- the overall health of watersheds and ground water in the Islands Trust Area is protected.

Mapping of recharge and water balance completed in 2021 for Galiano Island identifies that the island has a number of areas of critical concern with respect to groundwater vulnerability.

The Objectives of the development permit area are:

- to protect and sustain access to a reliable and safe supply of drinking water for groundwater wells
- to protect and sustain the quality and supply of surface and groundwater necessary to the provision of ecological services
- to mitigate the impacts of development and climate change on groundwater supplies

4.4 Development Approval Information

The Groundwater Recharge Protection DPA is also designated an area for which development approval information (DAI) may be required according to Section 485(1) of the *Local Government Act*. The designation of these areas for this purpose is based on the special conditions or objectives supporting the designation of the DPA. Development approval information means information on the anticipated impact of the proposed activity or development on the community or the natural environment.

4.5 Applicability

A development permit is required for the subdivision of land, construction of, addition to or alteration of a building or other structure, or land alteration, including the cutting of trees, unless exempted below.

4.6 Development Permit Exemptions

The following activities are exempt from any requirement for a development permit:

- a) Development for which Islands Trust has been provided with a written statement from a registered professional hydrogeologist with relevant experience certifying that the proposed would have no impact on critical groundwater recharge.

- b) Repair, maintenance, alteration, additions to, or reconstruction of existing lawful buildings, structures or utilities, including those that are lawfully non-conforming (a building permit may still be required).
- c) Dwellings, cottages, accessory buildings and structures, and associated land alteration that are clustered within a residential home plate not exceeding an area of 1000m², and one access driveway and overhead utility lines and poles outside of the residential home plate
- d) Land that is subject to a conservation covenant under section 219(4) of the *Land Title Act* in relation to natural, environmental, wildlife or plant life value relating to the land, granted to the Local Trust Committee or a covenantee designated under section 219(3)(c) of the *Land Title Act* .
- e) Repair and maintenance of existing roads, driveways, paths and trails, provided there is no expansion of the width or length of the road, driveway, path or trail, and no creation of additional impervious surfacing, including paving asphaltting or similar surfacing.
- f) Removal of invasive species.
- g) Cutting and removal of up to 5 trees per hectare (with a trunk diameter greater than 20 centimetres measured 1.5 metres above the ground) within a 12-month period on any one lot.
- h) Removal of trees that have been examined by an arborist and certified to pose an immediate threat to life or property.
- i) Farm operations as defined in the *Farm Practices Protection (Right to Farm) Act* and farm uses as defined in Section 2(2), (3), (4) and (5) of the *Agricultural Land Reserve Use, Subdivision, and Procedure Regulation*.
- j) Forest management activities, as defined in the *Private Managed Forest Land Regulation*, on land classified as managed forest land under the *Private Managed Forest Land Act*.
- k) The construction of an accessory building or structure with a lot coverage of less than 100m².
- l) Construction of trails or fences that does not alter contours of the land.
- m) Emergency actions required to prevent, control or reduce an immediate threat to human life, the natural environment or public or private property including:
 - i. Forest fire, flood and erosion protection works;
 - ii. Protection, repair or replacement of public facilities;
 - iii. Clearing of an obstruction from a bridge, culvert, dock wharf or stream; or
 - iv. Bridge repairs.
- n) Works undertaken by a local government or a body established by a local government.
- o) Works authorized under a provincial statute.

4.7 Guidelines

The *Local Government Act* prohibits construction of buildings and structures and the alteration of land and subdivision in Development Permit Area 4 unless the owner first obtains a development permit. Development permits will be issued in accordance with the following guidelines.

1. In general, development should minimize negative impacts on the quality and quantity of subsurface water supplies.
2. Where a qualified professional hydrogeologist or engineer has made recommendations for mitigation measures, the permit conditions may include a requirement for security in the form of an irrevocable letter of credit, to ensure the protection of groundwater supply quality or quantity consistent with the measures and recommendations described in the report.
3. Where the qualified professional hydrogeologist or engineer's report describes an area as suitable for development with special mitigating measures, the development permit should only allow the development to occur in compliance with the measures described in the report. Monitoring and regular reporting by a hydrogeologist or other professional at the applicant's expense may be required during construction and development phases, as specified in a development permit.
4. Where an application involves the subdivision of land, layout of the subdivision should be, to the greatest extent possible, designed to:
 - a) replicate the function of a naturally vegetated watershed;
 - b) maintain the hydraulic regime of surface and groundwater pre-development flow rates;
 - c) minimize interference with groundwater recharge;
 - d) not introduce or remove material where it would cause erosion of or the filling in of natural watercourses or wetlands.
5. Where freshwater collection and storage cisterns are required as a condition of the construction of a building, impervious surfaces should be minimized.
6. Where freshwater collection cisterns are required as a condition of construction of a building, the LTC may require that all new dwelling units include:
 - i. External equipment for collecting and distributing rainwater from the dwelling unit roof;
 - ii. A pumping system;
 - iii. An overflow handling system.
7. The use of impervious paved driveways shall be discouraged.
8. Where tree removal is not exempt from the requirement for a permit:
 - a. Removal of trees from steep slopes should only be allowed where necessary and where replacement vegetation / erosion control measures are established. Plans delineating extent of vegetation / tree removal and location of proposed construction, excavation and / or blasting, may be required.

- b. All development should be undertaken and completed in such a manner as to prevent the release of sediment to any watercourse. An erosion and sediment control plan, including actions to be taken prior to land clearing and site preparation and the proposed timing of development activities to reduce the risk of erosion, may be required as part of the development permit application.
 - c. Existing, native trees should be retained wherever possible and trees to be retained near development should be clearly marked prior to development, and temporary fencing installed at the drip line to protect them during clearing, grading and other development activities.
 - d. If the area has been previously cleared of trees, or is cleared during the process of development, replanting requirements may be specified in the development permit. Areas of undisturbed bedrock exposed to the surface or natural sparsely vegetated areas should not require planting.
 - e. Tree species used in replanting, restoration or enhancement should be selected to suit the soil, light and groundwater conditions of the site, should preferably be native to the area, and should be selected for erosion control and/or wildlife habitat values as needed. Suitably adapted, non-invasive, non-native trees may also be considered acceptable.
 - f. All replanting should be maintained by the property owner for a minimum of 2 years from the date of completion of the planting to ensure survival. This may require removal of invasive, non-native weeds (e.g., Himalayan blackberry, Scotch broom, English ivy) and irrigation. Unhealthy, dying or dead trees should be replaced at the owner's expense in the next regular planting season. Permits may include, as a condition, the provision of security to guarantee the performance of terms of the permit.
9. Roads, driveways, trails and pathways should follow the contours of the land and appropriately manage drainage. The construction of roads and utility corridors and other activities involving the disturbance of the soil, must be conducted in such a manner that the productivity of the local groundwater recharge area is not impaired through soil compaction, altered surface drainage patterns, siltation, erosion, or salt water intrusion.
10. Parking areas should be located and constructed so as to minimize erosion and water pollution by controlling storm runoff. Structural measures such as catch basins, oil separators, bio-filtration trenches or swales, unpaved or permeable all-weather surfaces should be considered for this purpose.
11. Permits may include minor variances to subdivision or building and structure siting or size regulations to meet the objectives of the development permit area.”
12. Section VI Development Approval Information, Subsection 2. Special Conditions “ii” is amended by deleting “elevated groundwater catchments” and replacing it with “groundwater recharge”.
13. Schedule “D – Water Resources” is removed and replaced with Schedule “D – Groundwater Regions” as shown on Plan No.1 attached and forming part of this bylaw.

14. Schedule "G – Development Permit Area 4: Elevated Groundwater Catchment" is removed and replaced with Schedule "G – Development Permit Area 4: Groundwater Recharge Protection" as shown on Plan No.2 attached and forming part of this bylaw.

**GALIANO ISLAND LOCAL TRUST COMMITTEE
BYLAW NO. 283
Plan No.1**

Schedule D – Groundwater Regions

**GALIANO ISLAND LOCAL TRUST COMMITTEE
BYLAW NO. 283
Plan No.2**

Schedule G – Development Permit Area 4: Groundwater Recharge Protection

DRAFT

GALIANO ISLAND LOCAL TRUST COMMITTEE BYLAW NO. 284

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, 2022”.

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 Section 2 General Regulations, Subsection 2.28– Secondary Suites is amended by removing 2.28.6 in entirety and replacing it with “ 2.28.6 A building permit for a property outside a water service area shall not be issued for a secondary suite unless a freshwater catchment and storage system having a capacity of at least 18,000 litres is installed on the property.”

2.2 Section 2 General Regulations is amended by inserting “Cistern Requirements” as a new heading under Section 2.28.

2.3 Section 2 General Regulations is amended by inserting, under the heading “Cistern Requirements” the following:

“2.29 A building permit for a property outside a water service area shall not be issued for a new building to be used as a dwelling, including a cottage, unless a cistern (or combination of cisterns) for the storage of freshwater having a capacity of at least 18,000 litre is installed on the property.

2.30 The floor area occupied by any cistern located in a building and the housing provided for such cistern is excluded from the calculation of the floor area of the building and the lot coverage of the lot on which it is located. “

2.4 Section 13 Subdivision and Development Regulations 13.23 is amended by removing “16,000” and replacing it with “18,000”.

2.5 Section 13 Subdivision and Development Regulations is amended by deleting 13.24 through 13.29 in entirety and replacing with the following and by making such consequential numbering alterations to effect this change.

13.24 Each lot in a proposed subdivision must be supplied with sufficient potable water to supply the uses permitted on the *lot* by this Bylaw according to the standards set out in Table 1.

TABLE 1 POTABLE WATER SUPPLY STANDARDS FOR SUBDIVISION	
USE	VOLUME (litres per day)
<i>Per lot (including one dwelling unit)</i>	2000
<i>Each additional dwelling unit</i>	2000

Information Note: If more than one dwelling unit is connected to the same source of water, the water system may be subject to the Drinking Water Protection Act, the Water Utility Act or other regulations pertaining to water supply systems.

Information Note: Water obtained from a stream, or non-domestic groundwater use requires a licence under the Water Sustainability Act.

- 13.25 Where potable water is to be supplied by a community water system, the community water system must provide written confirmation that it is able to supply potable water for the uses specified in Table 1 to each lot.
- 13.26 Where potable water is to be supplied from a stream, the applicant for subdivision must provide proof of authorization (water licence) indicating the total volume of water granted to the licence holder confirming that it is able to supply *potable* water for the volume specified in Table 1 to each *lot*.
- 13.27 Where a lot proposed to be subdivided contains a non-domestic use that requires a licence under the *Water Sustainability Act*, the applicant must provide proof of authorization (water licence) indicating the total volume of water granted to the licence holder confirming that it is able to supply water for the non-domestic use, as well as potable water for the volume specified in Table 1 to each lot.
- 13.28 In the absence of a water licence, where potable water is to be supplied by a drilled well, a pumping test shall be carried out on each well in a proposed subdivision by:
- pumping groundwater, at a constant rate, for a minimum period of 12 hours; and
 - withdrawing the total daily required volume specified in Table 1 over a maximum period of 24 hours; and
 - monitoring groundwater levels continuously during the pumping test and during the recovery period.
- 13.29 Where potable water is to be supplied by a drilled well in accordance with Subsection 13.28, a sounding tube or wellhead port must be installed to enable the insertion of water level monitoring equipment.
- 13.30 Drilled wells used for the purposes of subdivision application must not be located within 50 metres of the natural boundary of the sea.

- 13.31 Where potable water is to be supplied by a drilled well in accordance with Subsection 13.28, the applicant for subdivision must provide written certification under seal of a hydrogeologist that:
- a. Each well has been constructed in accordance with the *Groundwater Protection Regulation*;
 - b. Each well has been constructed in accordance with Subsections 13.28 and 13.29;
 - c. Each well has sufficient available groundwater to provide the daily required volume of potable water for each lot in accordance with Table 1; and
 - d. Includes recommendations for mitigation measures, if applicable, to ensure long-term sustainable yield of the drilled well.
- 13.32 If the daily required volume of potable water cannot be supplied in accordance with Subsections 13.24 or if the certification referred to in Article 13.31(c) cannot be made, the applicant must grant a covenant under the *Land Title Act* to the Galiano Island Local Trust Committee that restricts the development of the subdivision to the uses for which there is a sufficient volume of water.
- 13.33 Where the potable water supply is provided through a drilled well or water licence, a hydrogeologist must also provide:
- a. Results of a water quality analysis, completed by an accredited laboratory;
 - b. A plan of the proposed subdivision indicating the location where each water sample was taken;
 - c. A statement that the water samples upon which the water quality analysis was performed were unadulterated samples taken from the locations indicated on the plan.
 - d. Confirmation, based on the accredited laboratory water quality analysis, that the proposed water supply source is potable, or can be made potable, with a treatment system; and
 - e. Confirmation, based on the accredited laboratory water quality analysis of chloride concentrations, that the drilled well is not likely to be affected by the intrusion of saline groundwater or sea water in accordance with the Province of British Columbia guidance documents;
- 13.34 If the water to be supplied is not potable, but can be made potable with a treatment system, the applicant must grant a covenant under the *Land Title Act* to the Galiano Island Local Trust Committee that requires on-going treatment of the water to potable water standards.
- 13.35 For the purposes of subdivision, drilled wells impacted by seawater intrusion or whose operation is likely to cause seawater intrusion are not permitted sources of potable water.
- 13.36 For the purposes of subdivision, alternative potable water supplies including, but not limited to, shallow dug wells, rainwater catchment and desalination are not permitted sources of potable water.
- 13.37 The requirements of Section 13.24 -13.36 shall not apply where the proposed subdivision is a boundary adjustment that does not result in an increase in the number of lots or permitted dwelling units, provided that all lots in the subdivision

are currently serviced by existing wells, community water system connection or water licence.”

- 2.5 Section 17 Interpretation, Subsection 17.1 Definitions, is amended by adding the following in alphabetical order:

““aquifer” means a geological formation; or a group of geological formations, or a part of one or more geological formations that is groundwater bearing and capable of storing, transmitting and yielding groundwater.

“groundwater” means water naturally occurring below the surface of the ground.

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

“potable” means water that is safe to drink, fit for domestic purposes and meets the Health Canada Guidelines for Canadian Drinking Water Quality or any guidance documents or legislation which may be enacted in substitution.”

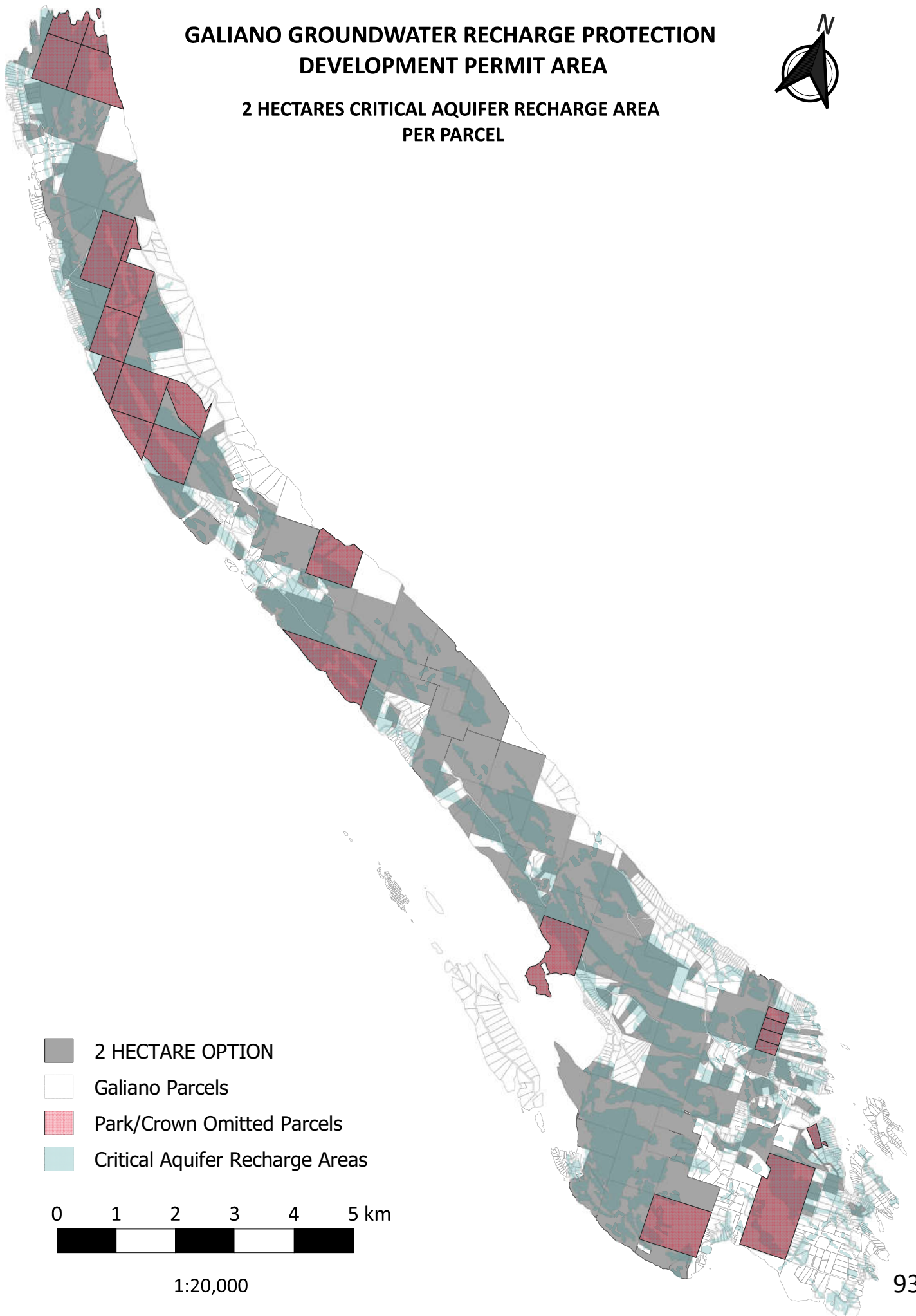
“pumping test” means a flow test to determine the long-term sustainable yield of a well, conducted under supervision of a hydrogeologist, and that is consistent with the British Columbia Guide to Conducting Pumping Tests, Guidance for Technical Assessments in Support of an Application for Groundwater Use in British Columbia, other guidance documents which may be issued, applicable legislation, and consists of pumping groundwater from a well typically for 12 to 72 hours depending on aquifer characteristics.

- 2.6 Section 17 Interpretation, Subsection 17.1 Definitions, is amended by removing the definition of “community water system” in its entirety and replacing it with ““community water system” means a system of waterworks that serves more than one lot and is owned, operated and maintained by an improvement district, a regional district, a water utility, a society, or a water supplier.”

GALIANO GROUNDWATER RECHARGE PROTECTION DEVELOPMENT PERMIT AREA



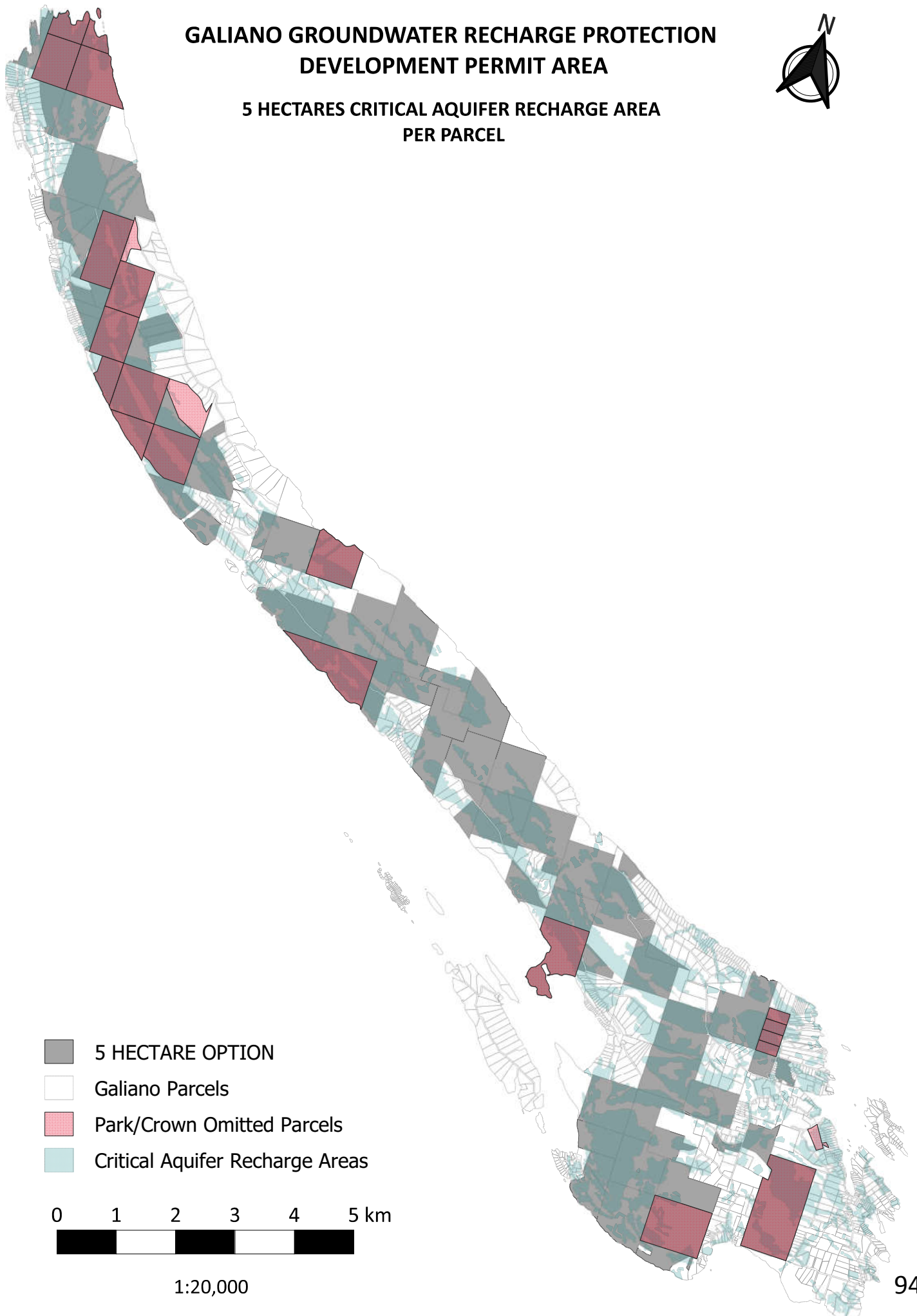
2 HECTARES CRITICAL AQUIFER RECHARGE AREA
PER PARCEL



GALIANO GROUNDWATER RECHARGE PROTECTION DEVELOPMENT PERMIT AREA



5 HECTARES CRITICAL AQUIFER RECHARGE AREA
PER PARCEL



- 5 HECTARE OPTION
- Galiano Parcels
- Park/Crown Omitted Parcels
- Critical Aquifer Recharge Areas

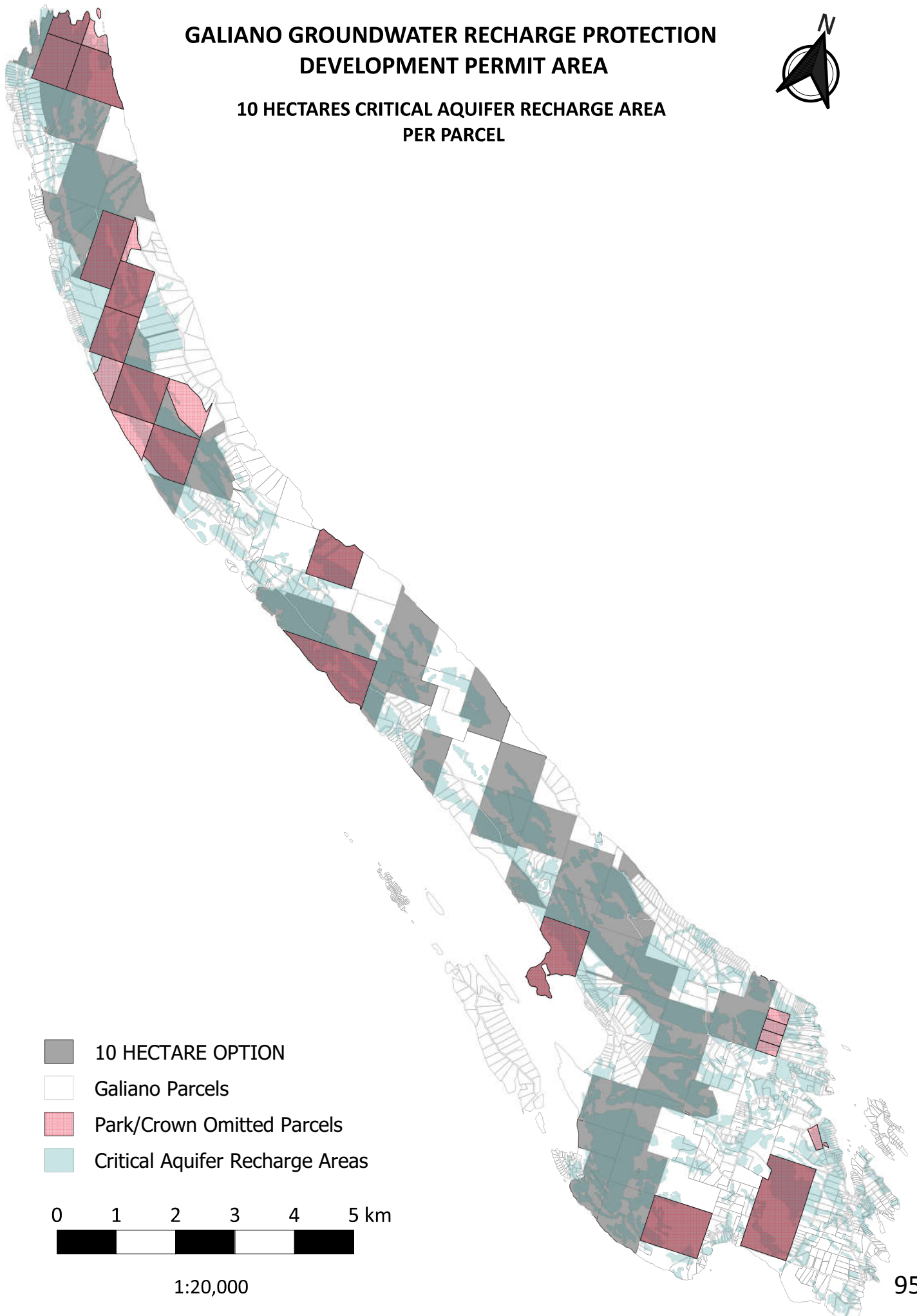
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GALIANO GROUNDWATER RECHARGE PROTECTION DEVELOPMENT PERMIT AREA



10 HECTARES CRITICAL AQUIFER RECHARGE AREA
PER PARCEL



- 10 HECTARE OPTION
- Galiano Parcels
- Park/Crown Omitted Parcels
- Critical Aquifer Recharge Areas



1:20,000



Top Priorities Report

Galiano Island

1. *Groundwater Sustainability*

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

Responsible

Narrisa Chadwick
William Shulba

Dates

Rec'd: 02-Apr-2019
Target: 30-Sep-2022

2. *Rezoning of DL 64, 68, 72, 87*

Responsible

Brad Smith

Dates

Rec'd: 06-Dec-2021
Target: 30-Nov-2022



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
5. <i>Dock review</i>	Responsible	Date Received
<p>To review policies and regulations relating to private moorage, including suitable locations, siting and size, and incorporating First Nations sites</p>		02-Apr-2019



Projects Report

Galiano Island

6. *Emergency Access Planning*

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

7. *Review of Road Network Plan*

Responsible

Date Received

Review of Road Network Plan - include December 11th APC memo in review process - meet with MOTI

02-Mar-2020

8. *Review of LUB tiny home/trailer regulations, maximum house sizes and lot coverage*

Responsible

Date Received

01-Jun-2021

9. *Review of LUB water management and cistern regulations*

Responsible

Date Received

02-Nov-2020

10. *Wise Island bylaw review*

Responsible

Date Received

Review of Wise Island bylaws and potentially other islands with water access only

06-Sep-2022

11. *Shoreline model protection bylaw*

Responsible

Date Received

Review APC report in consideration of development of shoreline model protection bylaw

06-Sep-2022



Development Permit

File Number	Applicant Name	Date Received	Purpose
GL-DP-2021.5	Neave O'Shaughnessy	17-Aug-2021	835 STURDIES BAY RD - application for a DP for development in a sensitive ecosystem DPA

Planner: Phil Testemale

Planning Status

Status Date: 30-Aug-2022
Geotech. Assess. rec'd. Requires recommendations for remediation.

Status Date: 18-Aug-2022
Final geotech report anticipated

Status Date: 12-Aug-2022
Request for outstanding geotechnical assessment via e-mail. October 3 agenda for consideration (tentative)

File Number	Applicant Name	Date Received	Purpose
GL-DP-2022.3	Galiano Island Contracting LTD	11-Aug-2022	Improvement to an existing revetment structure.

Planner: Phil Testemale

Planning Status

Status Date: 26-Aug-2022
November 7 LTC for consideration. Initial e-mail to applicant.

Status Date: 18-Aug-2022
Planner Testemale assigned to file.

Status Date: 11-Aug-2022
File created in EDM.



Development Variance Permit

File Number	Applicant Name	Date Received	Purpose
GL-DVP-2022.4	Carrick, Ian	31-May-2022	Address specific concerns of Islands Trust

Planner: Phil Testemale

Planning Status

Status Date: 22-Jun-2022

E-mail sent to applicants requesting information to determine requirement for DP.

Status Date: 03-Jun-2022

Robert K. assigned file to Phil.

Status Date: 03-Jun-2022

Sent electronic link to Phil for his review.

File Number	Applicant Name	Date Received	Purpose
GL-DVP-2022.5	Grehan, Barbara	11-Aug-2022	574 Gulf Drive - Application for a variance for siting of deck, stairs, and landing in a setback.

Planner: Charly Caproff

Planning Status

Status Date: 20-Sep-2022

Scheduled for Nov 7 2022 LTC meeting agenda

Status Date: 31-Aug-2022

file assigned to Charly Caproff

Status Date: 25-Aug-2022

Planner Smith assigned to GL-DVP-2022.5.



Rezoning

File Number	Applicant Name	Date Received	Purpose
GL-RZ-2014.1	Crystal Mountain Society	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)

Planner: Brad Smith

Planning Status

Status Date: 03-Aug-2022
CIM scheduled for Saturday Sept24, 2022

Status Date: 27-Jun-2022
Staff report on Jul4 agenda

Status Date: 17-Jun-2022
Applicant submitted revised proposal reducing maximum capacity

File Number	Applicant Name	Date Received	Purpose
GL-RZ-2019.1	GIGARHS	11-Sep-2019	Georgia View Rd: rezoning application for to amend the OCP and LUB to permit an affordable housing development - Bylaws 276, (OCP), 277 (LUB), 274 (Housing Agreement)

Planner: Brad Smith

Planning Status

Status Date: 20-Sep-2022
Staff memo on Sept 27 LTC agenda

Status Date: 03-Aug-2022
EC approved - sent to Minister for OCP approval

Status Date: 27-Jun-2022
Housing agreement and s 219 covenant on July agenda



Rezoning

File Number	Applicant Name	Date Received	Purpose
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)

Planner: Brad Smith

Planning Status

Status Date: 28-Oct-2021

Applicant working on DAI TOR items

Status Date: 31-Aug-2021

Planner to contact applicant for status update

Status Date: 22-Jun-2021

Applicant working on TOR items - no clear timeline for coming back to LTC

File Number	Applicant Name	Date Received	Purpose
GL-RZ-2021.1	New Commons Development	08-Mar-2021	409 Porlier Pass Road - Application for rezoning to amend the LUB to permit an affordable housing development with a total of 20 units (within 4 buildings). Bylaw 280 (LUB)

Planner: Brad Smith

Planning Status

Status Date: 20-Sep-2022

Public hearing scheduled for Sept 27, 2022

Status Date: 20-Sep-2022

Post public hearing staff report included in Sept 27 LTC meeting agenda

Status Date: 13-Sep-2022

S 219 covenants under further review by Trust and applicant legal counsel



Rezoning

File Number	Applicant Name	Date Received	Purpose
GL-RZ-2021.2	Andy Gaylor of McElhanney Ltd.	16-Aug-2021	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. And to allow a small enclosed sawmill in proposed F3 zoned area.

Planner: Brad Smith

Planning Status

Status Date: 20-Sep-2022
Staff memo deferred to Sept 27, 2022 LTC meeting

Status Date: 03-Aug-2022
Staff memo on Sept 6, 2022 agenda

Status Date: 12-May-2022
Staff met with MIRR/MOE staff on April 28

File Number	Applicant Name	Date Received	Purpose
GL-RZ-2022.2	Hayes, Judy	02-Aug-2022	Bylaw Amendment & Rezoning

Planner: Brad Smith

Planning Status

Status Date: 20-Sep-2022
Preliminary staff report planned to be on Nov 7, 2022 agenda

Status Date: 14-Sep-2022
Received Site Disclosure Statement from applicant.

Status Date: 16-Aug-2022
Planner Smith assigned to GL-RZ-2022.2



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: Brad Smith

Planning Status

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

Status Date: 15-Dec-2020

Referral report reviewed with applicant

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: Phil Testemale

Planning Status

Status Date: 23-Jun-2022

Applicant hiring environmental professional for required DP application.

Status Date: 01-Dec-2021

New subdivision layout plan rec'd

Status Date: 17-Sep-2021

Terms of Reference for Hydrogeologist's proof of potable water sent to applicant.



Subdivision

File Number	Applicant Name	Date Received	Purpose
GL-SUB-2022.1	Okuda Andersen, Kadek	13-Jan-2022	The subdivision of two lots zoned rural residential into three lots with the same zoning. One of these proposed lots has already been developed and the other two proposed are vacant. The subdivision will not increase density. There are no covenants, easements, rights-of-way, or other charges registered against either title.

Planner: Brad Smith

Planning Status

Status Date: 10-Mar-2022

Review completed -response sent to MOTI

Status Date: 28-Feb-2022

Staff to initiate review in early March and response to MOTI

Status Date: 31-Jan-2022

Requested 'Subject Property' map from GIS Helpdesk.

Temporary and Industrial Use Permit

File Number	Applicant Name	Date Received	Purpose
GL-TUP-2022.1	GWG WALKER HOLDINGS LTD./dba Galiano Septic	29-Jun-2022	Create a works yard

Planner: Phil Testemale

Planning Status

Status Date: 08-Sep-2022

Approved with minor amendments at Sept 6 LTC meeting, permit to be issued, monitoring has been set up in TAPIS.

Status Date: 29-Aug-2022

Staff report on Sept 6, 2022 LTC agenda

Status Date: 02-Aug-2022

Island planner conducted site visit with applicant

Islands Trust

LTC EXP SUMMARY REPORT F2023
Invoices posted to Month ending July 2022

625 Galiano	Invoices posted to Month ending July 2022	<u>Budget</u>	<u>Spent</u>	<u>Balance</u>
65000-625	LTC "Trustee Expenses"	302.00	0.00	302.00
LTC Local				
65200-625	LTC - Local Exp - LTC Meeting Expenses	4,294.00	2,921.41	1,372.59
65210-625	LTC - Local Exp - APC Meeting Expenses	333.00	715.28	-382.28
65220-625	LTC - Local Exp - Communications	250.00	1,129.52	-879.52
65230-625	LTC - Local Exp - Special Projects	279.00	0.00	279.00
TOTAL LTC Local Expense		<u>5,156.00</u>	<u>4,766.21</u>	<u>389.79</u>
Projects				
73001-625-4114	Galiano Groundwater Strategy Implementation	2,000.00	0.00	2,000.00
73001-625-4125	Galiano Crown Lot Rezoning	1,000.00	0.00	1,000.00
TOTAL Project Expenses		<u>3,000.00</u>	<u>0.00</u>	<u>3,000.00</u>



Galiano Island

Resolution Number	Action	Date
<p>2020-042 (Standing)</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>	Carried	08-Sep-2020
<p>2020-041 (Standing)</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>	Carried	06-Jul-2020



Galiano Island

Resolution Number	Action	Date
<p>2020-013 (Standing)</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>	Carried	03-Feb-2020
<p>2019-053 (Standing)</p> <p>that the Local Trust Committee seek to engage in Reconciliation with local First Nations, governments and the island community by honouring the Truth and Reconciliation Commission (TRC) Calls to Action, United Nations Declaration on the Rights of Indigenous Peoples (UNDRIP), Draft Principles that Guide the Province of British Columbia's Relationship with Indigenous Peoples, and Islands Trust First Nations Engagement Principles, the Local Trust Committee endeavours to:</p> <ul style="list-style-type: none"> a) Annually, write a letter to First Nations, (re)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 First Nations to attend meetings; as well as, provide a traditional welcome to their territory if they would like; c) Work with First Nation governments on cooperative initiatives, including and 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 First Nation governments on engagement principles for inclusive land use, marine use, and climate change planning; advocacy, protection and stewardship; and knowledge and information sharing protocols; e) Establish and maintain government-to-government dialogue with First Nations, now and into the future, based on respect and recognition of Aboriginal rights and title, treaty rights, and First Nations' traditional territories within the Islands Trust Area. 	Carried	03-Jun-2019



Galiano Island

Resolution Number	Action	Date
<p>2019-014 (Standing)</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>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>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



Galiano Island

Resolution Number	Action	Date
<p>2014-000 (Standing)</p> <p>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:</p> <ol style="list-style-type: none"> 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. 	Carried	03-Feb-2014
<p>2011-205 (Standing)</p> <p>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.</p>	Carried	17-Oct-2011
<p>2010-115 (Standing)</p> <p>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.</p>	Carried	18-Oct-2010
<p>2009-085 (Standing)</p> <p>That staff refer all applications adjacent to a park or ocean access to the Galiano Island Parks and Recreation Commission for comment</p>	Carried	11-May-2009



File No.: 12-14-6500-20
Permit Delegation

DATE OF MEETING: September 27, 2022

TO: Galiano Island Local Trust Committee

FROM: Robert Kojima, Regional Planning Manager
Southern Team

COPY: Brad Smith, Island Planner

SUBJECT: Bylaw No. 286 - Delegation of Development Permits

RECOMMENDATION

1. That the Galiano Island Local Trust Committee Bylaw No. 286, cited as “Galiano Island Local Trust Committee Delegation Bylaw No. 286, 2022”, be read a First Time.
2. That the Galiano Island Local Trust Committee Bylaw No. 286, cited as “Galiano Island Local Trust Committee Delegation Bylaw No. 286, 2022”, be read a Second Time.
3. That the Galiano Island Local Trust Committee Bylaw No. 286, cited as “Galiano Island Local Trust Committee Delegation Bylaw No. 286, 2022”, be read a Third Time.
4. That the Galiano Island Local Trust Committee Bylaw No. 286, cited as “Galiano Island Local Trust Committee Delegation Bylaw No. 286, 2022”, be forwarded to the Secretary of the Islands Trust for approval by the Executive Committee.

REPORT SUMMARY

The report attaches a draft bylaw for LTC consideration that would delegate issuance of most development permits to staff. Bylaw 286 is based on the template endorsed by Trust Council and implements the direction provided by the LTC at the last meeting.

BACKGROUND

Local trust committees now have the authority to delegate issuance of development permits (DP) to staff. In June, Trust Council adopted a policy that provides guidance to local trust committees and staff in considering adopting a delegation bylaw and also requested that local trust committees consider adoption of delegation bylaws. At the September 6th meeting, staff provided a report that reviewed the Galiano Island Local Trust Committee development permit areas (DPA) based on the Trust Council policy criteria, and recommended that the LTC consider a bylaw to delegate issuance of certain development permits to staff.

Staff’s review concluded that the issuance of DPs for all the Environmental and Hazard DPAs can be delegated to staff, the guidelines are comprehensive and relatively objective, staff have long been assessing compliance with guidelines against professional reports, and incorporating professionals’ recommendations into DP conditions. However, applications for the Commercial and Industrial Form and Character DPA should continue to be

Z:\12 Long Range Planning\14 Multi-Island\6500 LTC Work Program\20 Projects (P)\2022 Permit Delegation\Galiano\GL-LTC_2022-09-27_DP delegation_stfrpt.docx

considered by the LTC; while the guidelines are comprehensive, the more subjective interpretation of design-based guidelines, along with the sometimes high profile nature of these DPs, make staff reluctant to recommend delegation.

That the September 6th meeting, the LTC adopted the following resolution:

GL-2022-108

It was Moved and Seconded, that the Galiano Island Local Trust Committee request staff to prepare a bylaw that would delegate the issuance of development permits to staff for the following development permit areas:

a) Galiano Island OCP Bylaw No. 108, 1995 Development Permit Areas 1 through 5, and Development Permit Area 7.

A delegation bylaw is an administrative bylaw, requiring three readings, Executive Committee approval, and adoption by the LTC. The LTC can proceed to give three readings and refer it to EC. If approved by the EC the LTC could adopt the bylaw at a subsequent meeting or by RWM.

Rationale for Recommendation

Trust Council has adopted a policy for delegation of development permits to staff and has requested LTCs consider adopting delegation bylaws. Delegation of DPs has been recommended in the governance review. Staff has prioritized the Galiano LTC's DPA for review and consideration of delegation based on the relative volume of applications and has assessed the DPAs to be appropriate for delegation with the exception of form and character DPs. The Galiano LTC has given direction to draft a bylaw to delegate the issuance of most DPs to staff.

ALTERNATIVES

1. Request further information

The LTC may request further information prior to making a decision. If the LTC requests information which requires a significant amount of staff time in analysis or community consultation, the bylaw should be added to the LTC's work program. Recommended wording for the resolution is as follows:

That the Galiano Island Local Trust Committee request that staff report back to the LTC with the following information: .

2. Proceed no further

If the LTC does not support delegation of DPs, either in principle or based on a consideration of the DPA provisions, the LTC should resolve to proceed no further. If the decision is based on DPA being considered out of date or in need of review, the resolution could specify proceeding no further until such time as the DPA(s) in question have been reviewed and updated.

Recommended wording for the resolution is as follows:

That the Galiano Island Local Trust Committee proceed no further with consideration of Bylaw 286.

3. Defer Consideration

The LTC may defer consideration, effectively directing that delegation be considered in the next term of the LTC.

That the Galiano Island Local Trust Committee defer consideration of Bylaw 286 and request that staff bring the report back to an agenda in the new term.

NEXT STEPS

If the recommended readings are given, staff will forward the bylaw to EC for approval.

Submitted By:	Robert Kojima, Regional Planning Manager	September 15, 2022
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ATTACHMENTS

1. Bylaw No. 286, 2022

**GALIANO ISLAND LOCAL TRUST COMMITTEE
BYLAW NO. 286, 2022**

A bylaw of the Galiano Island Local Trust Committee to Delegate the Power to Issue Certain Land Use Permits

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:

SHORT TITLE

1. This bylaw may be cited as “Galiano Island Local Trust Committee Delegation Bylaw No. 286, 2022”.

DEFINITIONS

2. In this bylaw:

“**Act**” means the Local Government Act.

“**Local Trust Committee**” means the Galiano Island Local Trust Committee.

“**Director**” means the Director of Local Planning Services.

“**Regional Planning Manager**” means the Manager assigned to the Local Trust Committee.

DELEGATION

3. The Local Trust Committee hereby delegates to the Director, or in his or her absence the Regional Planning Manager, the power to issue a development permit or a development permit amendment under Section 490 of the Act in respect of development permits issued within the following development permit areas:
 - a. Development Permit Area 1;
 - b. Development Permit Area 2;
 - c. Development Permit Area 3;
 - d. Development Permit Area 4;
 - e. Development Permit Area 5;
 - f. Development Permit Area 7.
4. The delegation under Section 3 does not include the authority to vary or supplement a land use regulation or a subdivision regulation.
5. The Director, or in his or her absence the Regional Planning Manager, is also delegated the power to require, under Section 502 of the Act, an applicant to provide security in an amount stated in the Permit by way of an irrevocable letter of credit or the deposit of securities in a form satisfactory to the Director.

6. The amount of security to be provided under Section 502 of the Act, in relation to a development permit issued by the delegate, shall be 125% of the cost of site restoration, landscaping, remediation of damage to the natural environment or improvements including materials and installation, as determined by a professional landscape architect, a nurseryperson, a landscape contractor, a habitat biologist, or another person approved by the Director to provide.
7. For clarity, a person to whom a power, duty or function has been delegated under this bylaw has no authority to further delegate to another person any power, duty or function that has been delegated by this Bylaw.

RECONSIDERATION

8. An applicant may have a decision of the delegate in relation to a permit reconsidered by the Local Trust Committee by submitting a written request for reconsideration to the Deputy Secretary within thirty days after the decision is delivered to or made available to the applicant.
9. The request for reconsideration must include the following:
 - a. the applicant's address for receiving correspondence related to the request for reconsideration;
 - b. a copy of the written decision;
 - c. reasons why the applicant wishes the decision to be reconsidered by the Local Trust Committee;
 - d. the decision which the applicant requests be made by the Local Trust Committee;
 - e. reasons in support of the decision requested from the Local Trust Committee; and
 - f. a copy of any documents which support the applicant's request for reconsideration by the Local Trust Committee.
10. Each reconsideration request shall be placed on the agenda of a regular Local Trust Committee meeting and shall include a copy of the materials that were considered by the delegate in making the decision that is to be reconsidered and any further materials delivered by the owner.
11. The Local Trust Committee may consider any presentations made by the applicant and may either:
 - a. confirm all or part of the delegate's decision,
 - b. set aside all or part of the delegate's decision; or
 - c. amend the delegate's decision or make a new decision.

SCOPE OF BYLAW

12. For clarity, subject to the Act, unless a power, duty or function of the Local Trust Committee has been expressly delegated by this Bylaw or another bylaw, all of the powers, duties and functions of the Local Trust Committee remain with the Local Trust Committee.

