

# Local Planning Committee Agenda

**Date:** Thursday, August 17, 2017  
**Time:** 10:15 am - 2:00 pm  
**Location:** Ladysmith City Hall, 410 Esplanade (Hwy 1)

|                                                                | <b>Pages</b>        |
|----------------------------------------------------------------|---------------------|
| <b>1. CALL TO ORDER</b>                                        | 10:15 AM - 10:15 AM |
| 1.1 Election of Chair with script (attached)                   | 2 - 5               |
| <b>2. APPROVAL OF AGENDA</b>                                   |                     |
| <b>3. ADOPTION OF MINUTES/COORDINATION</b>                     |                     |
| 3.1 Minutes of Meetings                                        | 6 - 8               |
| Local Planning Committee Minute of May 24, 2017 (for adoption) |                     |
| 3.2 Resolutions Without Meeting                                |                     |
| none                                                           |                     |
| 3.3 Follow-up Action List (attached)                           | 9 - 9               |
| For Information                                                |                     |
| <b>4. WORK PROGRAM ITEMS</b>                                   |                     |
| 4.1 Housing Needs Assessment Update - Memo (attached)          | 10 - 31             |
| 4.2 Cell Towers Update - Memo (attached)                       | 32 - 39             |
| <b>5. DISCUSSION ITEMS</b>                                     |                     |
| 5.1 LPS Review                                                 |                     |
| 5.2 Budget for 2018-19 Fiscal Year                             | 40 - 42             |
| <b>6. ON-GOING ITEMS</b>                                       |                     |
| <b>7. NEW BUSINESS</b>                                         |                     |
| <b>8. LOCAL PLANNING COMMITTEE - WORK PROGRAM (attached)</b>   | 43 - 44             |
| For Information                                                |                     |
| <b>9. NEXT MEETING</b>                                         |                     |
| <b>10. ADJOURNMENT</b>                                         | 2:00 PM - 2:00 PM   |

## Election Script for Chair/Vice-Chair of Trust Council Standing Committees

### 1. **ELECTION OF CHAIR** [presiding officer reads out the following 8 points]

- The first order of business is to elect the Chair of \_\_\_\_\_ Committee for the upcoming four year term (or for the remainder of the term). A few points to note about these elections:
- 1) nominations must be made and seconded by someone other than the nominee;
  - 2) each nominee will be asked to indicate their willingness to stand as a candidate once nominated;
  - 3) where an election by vote is necessary, two staff will assist in counting the votes;
  - 4) where a vote is necessary, a ballot for each position will be distributed and Trustees are asked to **print** the candidate's **surname** of their choice on the ballot which will then be collected and counted;
  - 5) in the event that Trustees are attending electronically, they are asked to **email** the candidate's **surname** of their choice to the email address provided for the person conducting the election. The aforementioned email address will be emailed to those attending electronically before nominations are called;
  - 6) voting is by secret ballot and proxy voting is not permitted;
  - 7) following the count of ballots the name of the successful candidate will be announced, **but vote counts won't be announced**;
  - 8) in the case of a tie vote on the first ballot, a further vote will be held with only the names of the tied candidates on the ballot;
  - 9) if the second ballot results in a further tie, staff will select a candidate by lot; and
  - 10) ballots will be destroyed when the elections are completed.

► So, I call for nominations for the position of Chair of \_\_\_\_\_ Committee and note that all nominations must be seconded [pause...to give Trustees the opportunity to make a nomination]

1. ► Trustee state name is nominated by Trustee state name

► The nomination is seconded by Trustee state name

► Trustee \_\_\_\_\_ do you accept your nomination? [if Yes, then proceed to next point]

► Trustee state name is nominated

2. ► I call for nominations a second time [pause...]

If there is a further nomination:

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- ▶ Trustee state name is nominated by Trustee state name
- ▶ the nomination is seconded by Trustee state name
- ▶ Trustee \_\_\_\_\_ do you accept your nomination? [if Yes, then proceed to next point]

▶ Trustee state name is nominated

3.▶ I call for nominations a third time [pause..]

▶ Hearing no further nominations, I declare nominations closed.

\*\*\*\*\*

**Acclamation:** *if there is only one nomination:*

▶ I declare Trustee state name Chair of \_\_\_\_\_ Committee BY ACCLAMATION.

Please join me in congratulating the chair.

.....

**Election:** *if there is more than one nomination: - distribute ballots (blank pieces of paper of the same size) for position of chair.*

▶ Please clearly print the surname of your choice on the ballot slips being handed out. For those voting electronically, please email the surname of your choice to the presiding officer state name at the email address that was provided to you. The votes will be collected and counted by staff.

*Following collection of the ballots and review of emails, two staff members go outside of the room to count the ballots. Staff then re-enter the room and the presiding officer announces the election result.*

*If there is a tie vote – go to last page (pg. 4); Otherwise:*

▶ I declare Trustee state name elected Chair of \_\_\_\_\_ Committee.

▶ Please join me in congratulating the chair.

## 2. **ELECTION OF VICE CHAIR** [for beginning of term or when there is a vacancy]

▶ Next I call for nominations for Vice-chair of the \_\_\_\_\_ Committee. Again, all nominations must be seconded.

1.▶ Trustee state name is nominated by Trustee state name

▶ The nomination is seconded by Trustee state name

▶ Trustee \_\_\_\_\_ do you accept your nomination? [if Yes, then proceed to next point]

▶ Trustee state name is nominated

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2.► I call for nominations a second time [pause...]

If there is a further nomination:

- Trustee state name is nominated by Trustee state name
- the nomination is seconded by Trustee state name
- Trustee \_\_\_\_\_ do you accept your nomination? [if Yes, then proceed to next point]
  
- Trustee state name is nominated

3.► I call for nominations a third time [pause..]

► Hearing no further nominations, I declare nominations closed.

\*\*\*\*\*

**Acclamation:** if there is only one nomination:

- I declare Trustee state name Chair of \_\_\_\_\_ Committee BY ACCLAMATION.
- Please join me in congratulating the chair.

.....

**Election:** if there is more than one nomination: - distribute ballots (blank pieces of paper – same size) for position of chair.

- Please clearly print the surname of your choice on the ballot slips being handed out. For those voting electronically, please email the surname of your choice to the presiding officer state name at the email address that was provided to you. The votes will be collected and counted by staff.

*Following collection of the ballots and review of emails, two staff members go outside of the room to count the ballots. Staff then re-enter the room and the presiding officer announces the election result.*

*If there is a tie vote – go to last page (pg. 4); Otherwise:*

- I declare Trustee state name elected Vice-chair of \_\_\_\_\_ Committee.
- Please join me in congratulating the chair.
- That concludes these elections.

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### 3. IF THERE IS A TIE VOTE

If there is a tie vote, then announce:

► Trustees, I declare a tie vote. So, balloting will be repeated for the office of

- **Chair** - with the names of the tied candidates on the ballot, **or**
- **Vice chair** with only the names of the tied candidates on the ballot, **or**

*[in accordance with the Islands Trust Regulation as well as Roberts Rules of Order]*

► I call for a 5 minute recess. When we reconvene, at [announce exact time], ballots will again be distributed.

\*\*\*\*\* *Recess... COMMITTEE reconvenes 5 minutes later.* \*\*\*\*\*

► Trustees, ballots will now be distributed and I'll review the nominees. They are:

Trustees \_\_\_\_\_, and \_\_\_\_\_ .

[Ballots are distributed, collected and counted by two staff. Results are brought in on a piece of paper.]

If there is a clear winner, announce the following: Otherwise, explain that the candidate will be selected by lot (process below):

► I declare Trustee \_\_\_\_\_

- **chair** of \_\_\_\_\_ committee, **or**
- **vice chair** of \_\_\_\_\_ committee,

► Please join me in congratulating the successful candidate.

### 4. CANDIDATE SELECTED BY LOT

If after two ballots are taken the result is still a tie vote, state:

► Trustees, I declare that we have another tie vote. If, after two ballots are taken, a chair or vice chair has not been elected, then the candidate shall be selected by lot.

► We'll do this as follows:

- The names of the candidates will be written on separate pieces of paper and placed in the container;
- Staff assisting with vote counting will then be asked to withdraw ONE paper; and
- The candidate whose name is on the withdrawn paper will be declared elected.

Carry out the steps for the lot.



## **Local Planning Committee Minutes of Regular Meeting**

**Date:** May 24, 2017  
**Location:** Islands Trust Victoria Boardroom  
200-1627 Fort Street, Victoria, BC

**Members Present:** Paul Brent, Chair  
Melanie Mamoser, Vice Chair  
Sandy Pottle, Local Trustee - teleconference attendee  
Timothy Peterson, Local Trustee - teleconference attendee  
Tony Law, Local Trustee - teleconference attendee  
Peter Luckham, Ex Officio Member

**Members Absent:** Alex Allen, Local Trustee  
Laura Busheikin, Executive Committee Representative  
Lee Middleton, Local Trustee  
Wendy Scholefield, Local Trustee

**Staff Present:** David Marlor, Director, Local Planning Services - teleconference attendee  
Justine Starke, Island Planner  
Robert Barlow, Recorder

### **1. CALL TO ORDER**

Chair Brent called the meeting to order at 10:08 am.

### **2. APPROVAL OF AGENDA**

The following addition to the agenda was presented for consideration:

7.1 Properties with two dwellings and the *Strata Property Act*

**By general consent** the agenda and addendum were approved.

### **3. MINUTES AND FOLLOW-UP ACTION**

#### **3.1 Minutes of Meetings**

Local Planning Committee Minutes of February 16, 2017

**LPC-2017-004**

**It was MOVED and SECONDED,**

that the Local Planning Committee Minutes of February 16, 2017, be adopted.

**CARRIED**

#### **3.2 Resolutions Without Meeting - None**

### **3.3 Follow-up Action List**

The Follow-up Action List was provided for information and review.

## **4. WORK PROGRAM ITEMS**

### **4.1 Community Housing Needs – Update**

Committee members reviewed and discussed the briefing presented by Planner Starke.

## **5. DISCUSSION ITEMS**

### **5.1 Annual Report**

The following change to the text was presented for consideration:  
Delete the phrase “(no longer on the top three priority list)”

**By general consent** the deletion was endorsed.

**By general consent** the text, as amended, was endorsed.

## **6. ONGOING ITEMS**

### **6.1 Consultation for Radio Communication Utilities**

**LPC-2017-005**

**It was MOVED and SECONDED,**

that the Local Planning Committee direct staff to prepare a report regarding options to fund a consultant to review antennae siting consultations.

**CARRIED**

## **7. NEW BUSINESS**

### **7.1 Properties with two dwellings and the *Strata Property Act***

Trustee Mamoser discussed possible changes to the *Strata Property Act* that would close a loophole allowing deposit of a building strata subdivision plan with Land Titles without approval of the MOTI approving officer or the local government authority.

## **8. LOCAL PLANNING COMMITTEE – WORK PROGRAM**

The work program was provided for review.

**LPC-2017-006**

**It was MOVED and SECONDED,**

that the work program be amended to replace Top Priority #2 “Shoreline Marine Planning” with “Land Use Consultation for Telecommunication Towers”; and delete #3 “Protect Coastal Douglas-fir and Associated Ecosystems”.

**LPC-2017-007**

**It was MOVED and SECONDED,**

that the motion be amended by retaining Top Priority #2 “Shoreline Marine Planning”; and replacing #3 “Protect Coastal Douglas-fir and Associated Ecosystems” with “Land Use Consultation for Telecommunications Towers”.

**CARRIED**

The question on the motion, as amended, was then called.

**CARRIED**

**8. NEXT MEETING**

The next meeting will take place on August 17, 2017, at Ladysmith City Hall from 10:15 am to 2:00 pm.

**9. ADJOURNMENT**

**By general consent** the meeting was adjourned at 11:20 am.

\_\_\_\_\_  
**Paul Brent, Chair**

**CERTIFIED CORRECT:**

\_\_\_\_\_  
**Robert Barlow, Recorder**



## Follow Up Action Report

### Local Planning Committee

#### 09-May-2013

| Activity                                                                                                                         | Responsibility | Target Date | Status   |
|----------------------------------------------------------------------------------------------------------------------------------|----------------|-------------|----------|
| 6.3 - DLPS to follow-up with MOTI staff regarding a timeline for checklist and flowchart regarding trails on road rights of way. | David Marlor   | 17-May-2016 | On Going |

#### 19-Nov-2016

| Activity                                                                                                                            | Responsibility                | Target Date | Status   |
|-------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|-------------|----------|
| Note for Future agendas to sequence items in more logical way - present long list, top priorities, then RFDs for amending work plan | Robert Barlow<br>David Marlor | 02-Feb-2017 | On Going |

#### 24-May-2017

| Activity                                                                                         | Responsibility | Target Date | Status   |
|--------------------------------------------------------------------------------------------------|----------------|-------------|----------|
| Prepare a report regarding options to fund a consultant to review antennae siting consultations. | Justine Starke | 23-Aug-2017 | On Going |
| replace top priority 3 with land use consultation for telecommunications towers.                 | Justine Starke | 23-Aug-2017 | On Going |

**To:** Local Planning Committee

**For the Meeting of:** August 17, 2017

**From:** Justine Starke, MCIP, RPP  
Island Planner

**Date prepared:** August 8, 2017

**File No.:** LPC Top Priority – Community Housing

**SUBJECT: HOUSING NEEDS ASSESSMENT UPDATE**

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### DESCRIPTION OF ISSUE

In September 2016, Islands Trust Council directed Local Planning Committee to commission one or more regional housing needs assessment(s) that follow consistent methodologies, and can be updated with each census. Trust Council also decided to coordinate housing needs assessments between the various local trust areas and island municipalities in order to achieve efficiencies and compatibility, and to allow for consolidation.

### BACKGROUND:

At the February 16, 2017 Local Planning Committee meeting, the following resolutions were passed:

**LPC-2017-02**

**It was MOVED and SECONDED,**

that the Local Planning Committee endorses the draft Project Charter for Phase 2 of the Community Housing Needs project for the 2017-2018 fiscal year.

**LPC-2017-03**

**It was MOVED and SECONDED,**

that the Local Planning Committee request staff to work with Island Planners from the Northern Office to establish a phased approach work plan for the Northern Region Housing Needs Assessment.

Since February, staff has continued to work with the Capital Regional District (CRD) on the Southern Region Housing Needs Assessment. The housing needs assessment is being conducted by JG Consulting - the community engagement strategy is currently being designed for implementation in the upcoming months. Islands Trust staff has participated in meetings with the CRD's community advisory group, made up of representatives from each island to bring local relevance, insight, and facilitate the consultant's access to the island communities.

Staff has also issued the Request for Proposals (RFP) for the Islands Trust Northern Region Housing Needs Assessment. The deadline for submissions is August 10, and the submissions will be evaluated and the contract let shortly thereafter. The RFP was posted on BC Bid, Civic Info and the Islands Trust Website.

**NEXT STEPS:**

Once the housing needs assessment contract is issued to the successful proponent, LPC planning staff and staff from the Northern Office will connect the consultant with local trustees to help identify and connect with key informants on each of the islands.

**ATTACHMENT(S):**

1. Housing Needs Project Charter
  2. [Islands Trust Request for Proposals for Northern Region Housing Needs Assessment](#)
- 

|                          |                                                |
|--------------------------|------------------------------------------------|
| <b>Prepared By:</b>      | Justine Starke, Island Planner                 |
| <b>Reviewed By/Date:</b> | David Marlor, Director Local Planning Services |

**Purpose** To pursue necessary background information and tools to assist local trust committees with achieving long-term housing objectives.

**Background** Local Planning Committee (LPC) has made Trust Area community housing needs a top priority. Work on various affordable housing topics has occurred previously by Trust Council and multiple Local Trust Committees. In June 2016, the LPC hosted a Housing Forum for all island organizations involved with affordable housing on the islands in order to share information and identify common obstacles (Phase 1 of this project). Phase 2 will follow through on the gap analysis and [Community Housing Final Report](#) recommendations that were presented to Trust Council in September 2016.

### Objectives

- Follow through on the resolutions passed by Trust Council in September 2016 to implement the Community Housing Final Report
- Coordinate housing needs assessments to document and demonstrate housing needs across the Trust Area
- Develop organizational capacity to administer housing agreements
- Build relationships and collaborate with regional districts and local organizations on the topic of affordable housing.

### In Scope

- Support to the Capital Regional District's Southern Gulf Islands Housing Needs Assessment (2017)
- In-house coordination of Northern Region Housing Needs Assessment
- Identify opportunities to meeting Trust Area Community Housing needs through the administration of housing agreements.

### Out of Scope

- Specialized methodologies for LTA housing needs assessments
- Honorariums for needs assessment participants
- Review of affordable housing policies as part of the Policy Statement Review (to be pursued by Trust Area Services in future fiscals).

## Work Plan Overview

| Deliverable/Milestone                                                                                                                                                                                    | Date          |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| Work Plan for Northern Region Housing Needs Assessment, broken down into a phased approach in partnership with Northern Office Planning Staff.                                                           | August 2017   |
| Preliminary analysis of options for housing agreements and housing lands in trust.                                                                                                                       | August 2017   |
| Coordination of first phase of Northern Region Housing Needs Assessment (E.g.: assembling Project Advisory Group, Request for Proposals and hiring of consultant, supporting qualitative data gathering) | Fall 2017     |
| Final report on Southern Gulf Islands Housing Needs Assessment                                                                                                                                           | November 2017 |
| Final Report for Analysis of housing agreements and housing lands in trust                                                                                                                               | November 2017 |
| Final Report on first phase of Northern Region Housing Needs Assessment                                                                                                                                  | February 2018 |

## Project Team

|                          |                       |
|--------------------------|-----------------------|
| Justine Starke           | Project Manager       |
| David Marlor             | Supervisor            |
| Contractor               | Logistics coordinator |
| Northern Island Planners | Coordination support  |

### A/DLPS Approval:

Ann Kjerulf

**Date:**

### LPC Endorsement:

Feb 16, 2017

## Budget: Trust Council 2017-18 Fiscal

| Item                                                           | Cost            |
|----------------------------------------------------------------|-----------------|
| Staff Capacity to explore administration of Housing Agreements | \$15,000        |
| Northern Region Housing Needs Assessment                       | \$40,000        |
| <b>Total:</b>                                                  | <b>\$55,000</b> |



## Request for Proposals Housing Needs Assessment for the Islands Trust Northern Region

Request for Proposals Number: RFP-2017.003 Issue Date: Thursday, July 20, 2017  
Closing Time: Proposal must be received by noon Pacific Standard Time on August 10, 2017

**THE ISLANDS TRUST CONTACT PERSON:** All enquiries from proponents that are related to this Request for Proposals, including any requests for information and clarification, are to be directed, **in writing only**, to the following person who will respond if time permits. Information obtained from any other source is not official and should not be relied upon. Enquiries and any responses will be recorded and may be distributed to all Proponents at the option of the Islands Trust. Proponents may e-mail enquiries until **noon Pacific Time on Thursday, August 3, 2017 to Justine Starke, Island Planner, email: [jstarke@islandstrust.bc.ca](mailto:jstarke@islandstrust.bc.ca)**.

Proposals must not be sent by facsimile or email. They must contain **ONE** hardcopy and **ONE** copy in PDF on flash drive.

Proposals must be delivered by hand, mail or courier and marked as follows:

Attention: Justine Starke  
RFP-2017.003 - Housing Needs Assessment  
Islands Trust  
Suite 200 – 1627 Fort Street  
Victoria, BC V8R 1H8

### PROPONENT SECTION:

**For hard-copy proposals**, a person authorized to sign on behalf of the Proponent **must** complete and sign the Proponent Section (below), leaving the rest of this page otherwise unaltered, and include the originally-signed and completed page with the first copy of the proposal.

**The enclosed proposal is submitted in response to the above-referenced Request for Proposals, including any addenda. Through submission of this proposal we agree to all of the terms and conditions of the Request for Proposals and agree that any inconsistent provisions in our proposal will be as if not written and do not exist. We have carefully read and examined the Request for Proposals, including the Administrative Section, and have conducted such other investigations as were prudent and reasonable in preparing the proposal. We agree to be bound by statements and representations made in our proposal.**

|                                            |                                                                       |
|--------------------------------------------|-----------------------------------------------------------------------|
| Signature of Authorized Representative:    | Legal Name of Proponent (and Doing Business As Name, if applicable):  |
| Printed Name of Authorized Representative: | Address of Proponent:                                                 |
| Title:                                     |                                                                       |
| Date:                                      | Authorized Representative phone, fax or email address (if available): |

## 1. Definitions and Administrative Requirements

### 1. Definitions

Throughout this Request for Proposals, the following definitions apply:

- a) "Contract" means the written agreement resulting from this Request for Proposals executed by the Islands Trust and the Contractor;
- b) "Contractor" means the successful Proponent to this Request for Proposals who enters into a written Contract with the Islands Trust;
- c) "must", or "mandatory" means a requirement that must be met in order for a proposal to receive consideration;
- d) "Proponent" means an individual or a company that submits, or intends to submit, a proposal in response to this Request for Proposals;
- e) "Request for Proposals" or "RFP" means the process described in this document; and
- f) "should" or "desirable" means a requirement having a significant degree of importance to the objectives of the Request for Proposals.
- g) "Islands Trust" means corporate bodies created under the *Islands Trust Act*

### 2. Terms and Conditions

The following terms and conditions will apply to this Request for Proposals. Submission of a proposal in response to this Request for Proposals indicates acceptance of all the terms that follow and that are included in any addenda issued by the Islands Trust. Provisions in proposals that contradict any of the terms of this Request for Proposals will be as if not written and do not exist.

### 3. Late Proposals

Proposals will be marked with their receipt time at the closing location. Only complete proposals received and marked before

closing time will be considered to have been received on time.

Hard-copies of late proposals will not be accepted and will be returned to the Proponent. Electronic proposals that are received late will be marked late and will not be considered or evaluated.

In the event of a dispute, the proposal receipt time as recorded at the closing location shall prevail whether accurate or not.

## 4. Eligibility

- a) Proposals will not be evaluated if the Proponent's current or past corporate or other interests may, in the Islands Trust opinion, give rise to a conflict of interest in connection with the project described in this Request for Proposals. This includes, but is not limited to, involvement by a Proponent in the preparation of this Request for Proposals. If a Proponent is in doubt as to whether there might be a conflict of interest, the Proponent should consult the Islands Trust prior to submitting a proposal.
- b) Proposals from not-for-profit agencies will be evaluated against the same criteria as those received from any other Proponents.

## 5. Evaluation

Evaluation of proposals will be by a committee formed by the Islands Trust and may include employees and contractors of The Islands Trust. All personnel will be bound by the same standards of confidentiality. The Islands Trust's intent is to enter into a Contract with the Proponent who has the highest overall ranking.

## 6. Negotiation Delay

If a written Contract cannot be negotiated within thirty days of notification of the successful Proponent the Islands Trust may, at its sole discretion at any time thereafter, terminate negotiations with that Proponent and either negotiate a Contract with the next qualified Proponent or choose to terminate the Request for Proposals process and not enter into a Contract with any of the Proponents.

## 7. Debriefing

At the conclusion of the Request for Proposals process, all Proponents will be notified.

Unsuccessful Proponents may request a debriefing meeting with the Islands Trust.

#### **8. Alternative Solutions**

If alternative solutions are offered, please submit the information in the same format, as a separate proposal.

#### **9. Changes to Proposals**

By submission of a clear and detailed written notice, the Proponent may amend or withdraw its proposal prior to the closing date and time. Upon closing time, all proposals become irrevocable. The Proponent will not change the wording of its proposal after closing and no words or comments will be added to the proposal unless requested by the Islands Trust for purposes of clarification.

#### **10. Proponents' Expenses**

Proponents are solely responsible for their own expenses in preparing a proposal and for subsequent negotiations with the Islands Trust, if any. If the Islands Trust elects to reject all proposals, the Islands Trust will not be liable to any Proponent for any claims, whether for costs or damages incurred by the Proponent in preparing the proposal, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever.

#### **11. Limitation of Damages**

Further to the preceding paragraph, the Proponent, by submitting a proposal, agrees that it will not claim damages, for whatever reason, relating to the Contract or in respect of the competitive process, in excess of an amount equivalent to the reasonable costs incurred by the Proponent in preparing its proposal and the Proponent, by submitting a proposal, waives any claim for loss of profits if no Contract is made with the Proponent.

#### **12. Proposal Validity**

Proposals will be open for acceptance for at least 90 days after the closing date.

#### **13. Firm Pricing**

Prices will be firm-fixed for the entire Contract period unless this Request for Proposals specifically states otherwise.

#### **14. Currency and Taxes**

Prices quoted are to be:

- a) in Canadian dollars;
- b) inclusive of duty, where applicable; FOB destination, delivery charges included where applicable; and
- c) exclusive of GST and PST

#### **15. Completeness of Proposal**

By submission of a proposal the Proponent warrants that, if this Request for Proposals is to design, create or provide a system or manage a program, all components required to run the system or manage the program have been identified in the proposal or will be provided by the Contractor at no charge.

#### **16. Sub-Contracting**

- a) Using a sub-contractor (who should be clearly identified in the proposal) is acceptable. This includes a joint submission by two Proponents having no formal corporate links. However, in this case, one of these Proponents must be prepared to take overall responsibility for successful performance of the Contract and this should be clearly defined in the proposal.
- b) Sub-contracting to any firm or individual whose current or past corporate or other interests may, in the Islands Trust's opinion, give rise to a conflict of interest in connection with the project or program described in this Request for Proposals will not be permitted. This includes, but is not limited to, any firm or individual involved in the preparation of this Request for Proposals. If a Proponent is in doubt as to whether a proposed subcontractor gives rise to a conflict of interest, the Proponent should consult with the Islands Trust prior to submitting a proposal.
- c) Where applicable, the names of approved sub-contractors listed in the proposal will be included in the Contract. No additional subcontractors will be added, nor other changes made, to this list in the Contract without the written consent of the Islands Trust.

## **17. Acceptance of Proposals**

- a) This Request for Proposals should not be construed as an agreement to purchase goods or services. The Islands Trust is not bound to enter into a Contract with the Proponent who submits the lowest priced proposal or with any Proponent. Proposals will be assessed in light of the evaluation criteria. The Islands Trust will be under no obligation to receive further information, whether written or oral, from any Proponent.
- b) Neither acceptance of a proposal nor execution of a Contract will constitute approval of any activity or development contemplated in any proposal that requires any approval, permit or license pursuant to any federal, provincial, regional district or municipal statute, regulation or by-law.

## **18. Definition of Contract**

Notice in writing to a Proponent that it has been identified as the successful Proponent and the subsequent full execution of a written Contract will constitute a Contract for the goods or services, and no Proponent will acquire any legal or equitable rights or privileges relative to the goods or services until the occurrence of both such events.

## **19. Contract**

By submission of a proposal, the Proponent agrees that should its proposal be successful the Proponent will enter into a Contract with the Islands Trust.

## **20. Liability for Errors**

While the Islands Trust has used considerable efforts to ensure information in this Request for Proposals is accurate, the information contained in this Request for Proposals is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the Islands Trust, nor is it necessarily comprehensive or exhaustive. Nothing in this Request for Proposals is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in this Request for Proposals.

## **21. Modification of Terms**

The Islands Trust reserves the right to modify the terms of this Request for Proposals at any time in its sole discretion. This includes the right to cancel this Request for Proposals at any time prior to entering into a Contract with the successful Proponent.

## **22. Ownership of Proposals**

All proposals submitted to the Islands Trust become the property of the Islands Trust. They will be received and held in confidence by the Islands Trust, subject to the provisions of the *Freedom of Information and Protection of Privacy Act* and this Request for Proposals.

## **23. Use of Request for Proposals**

Any portion of this document, or any information supplied by the Islands Trust in relation to this Request for Proposals may not be used or disclosed, for any purpose other than for the submission of proposals. Without limiting the generality of the foregoing, by submission of a proposal the Proponent agrees to hold in confidence all information supplied by the Islands Trust in relation to this Request for Proposals.

## **24. Reciprocity**

The Islands Trust may consider and evaluate any proposals from other jurisdictions on the same basis that the Islands Trust purchasing authorities in those jurisdictions would treat a similar proposal from a British Columbia supplier.

## **25. No Lobbying**

Proponents must not attempt to communicate directly or indirectly with any employee, contractor or representative of the Islands Trust, including the evaluation committee and any elected officials of the Islands Trust, or with members of the public or the media, about the project described in this Request for Proposals or otherwise in respect of the Request for Proposals, other than as expressly directed or permitted by the Islands Trust.

## **26. Collection and Use of Personal Information**

Proponents are solely responsible for familiarizing themselves, and ensuring that they comply, with the laws applicable to the collection and dissemination of information,



including resumes and other personal information concerning employees and employees of any subcontractors. If this RFP requires Proponents to provide the Islands Trust with personal information of employees who have been included as resources in response to this RFP, Proponents will ensure that they have obtained written consent from each of those employees before forwarding such personal information to the Islands Trust. Such written consents are to specify that the personal information may be forwarded to the Islands Trust for the purposes of responding to this RFP and use by the Islands Trust for the purposes set out in the RFP. The Islands Trust may, at any time, request the original consents or copies of the original consents from Proponents, and upon such request being made, Proponents will immediately supply such originals or copies to the Islands Trust.

## **27. Confidentiality of Information**

This RFP is the property of the Islands Trust and is not to be copied or distributed without prior approval of The Island Trust. Any information acquired about the Islands Trust by a proponent during this process must not be disclosed unless authorized by the Island Trust, and this obligation will survive the termination of this RFP process. The awarding of any contract or reaching of any agreement will not permit any proponent to advertise a relationship with The Island Trust without The Island Trusts' prior authorization.

## 2. Organization Overview

### 2.1. The Islands Trust

The Trust Area consists of 13 major islands and more than 450 smaller islands between the BC Mainland and southern Vancouver Island, including Howe Sound and as far north as Comox. The population of the area is approximately 25,000.

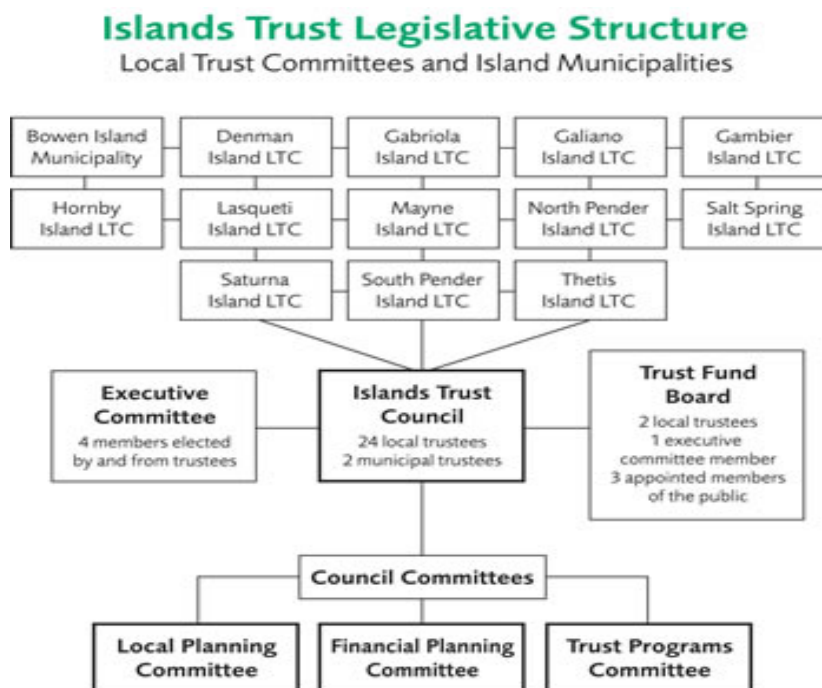
The *Islands Trust Act* established the Islands Trust in 1974 and sets out its mandate as follows:

*"To preserve and protect the trust area and its unique amenities and environment 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."*

The Islands Trust is a federation of thirteen local government bodies. Within the Islands Trust federation, there are an additional 3 corporate bodies, an executive committee and several sub-committees.

Within the broader Islands Trust Area there are 26 elected trustees serving on 13 local trust committees and one island municipality, all of whom serve on Trust Council, which meets quarterly to address regional issues. Each local trust committee is an incorporated, special purpose authority with statutory responsibility for planning and regulating land use within its local trust area. All other municipal services (e.g. water, sewer, garbage, roads) are provided by Regional Districts.

The Islands Trust website is located at: <http://www.islandstrust.bc.ca/>



## 2.2. Background

The Islands Trust Council Strategic Plan for 2014-2018 includes the objective to “improve the availability of affordable, accessible, appropriate housing using land use planning tools,” (2014-2018 Strategic Plan 5.1).

On June 13, 2016, Islands Trust held a Community Housing Forum where over 70 individuals, community groups, local governments and elected officials shared experiences, challenges, opportunities and examples of how we can work together to achieve affordable housing in the Islands Trust Area. You can view the [master powerpoint presentation here](#). The participants also received a [baseline report](#) outlining existing policies and regulation to address affordable housing in the Trust Area.

In September 2016, Trust Council approved the final report: [Community Housing in the Trust Area](#) that includes seven recommendations for the Islands Trust Council to improve the Islands Trust’s ability to meet community housing needs across the Trust Area. One recommendation was to request that Local Planning Committee commission one or more regional housing needs assessment(s) to enable better planning and community tracking for each major island community within the Islands Trust Area.

Housing Needs Assessments are the first step a community can take to understand the gap(s) between the housing needs of its people and the availability of suitable housing to meet that need. Below is a list of Housing Needs Assessments completed in the Trust Area:

1. [Salt Spring Island Affordable Housing Needs Assessment](#), (JG Consulting), 2015
2. [Housing on Galiano: Trends, Needs, Demands](#), (M. Thomson), 2014. (Note this report was application driven for one specific project).
3. [Gabriola Island Affordable Housing Needs Assessment \(Weller Consulting\)](#), 2009.
4. [Islands Trust Housing Needs Assessment: A Step towards a Comprehensive Affordable Housing Strategy for Salt Spring Island](#), (JG Consulting), 2009.
5. [Housing Needs Assessment for Hornby and Denman Islands](#) (Eberle Planning and Research ), [2008](#).
6. [North Pender Island Affordable Housing Report](#), (North Pender Island Affordable Housing Task Force ), [2008](#).

Currently, the Islands Trust and the Capital Regional District (CRD) are working together to conduct a housing needs assessment for the Southern Gulf Islands. A contract has been issued by CRD and the report is expected to be completed by February 2018. The Southern Gulf Islands Housing Needs Assessment will follow the methodology employed in the Salt Spring Island Housing Needs Assessment (JG Consulting, 2015). (See link above).

## 3. Scope of Work

The project involves completion of a housing needs assessment for the Northern Region of the Islands Trust. The aim of the assessment is to establish baseline information to enable long-term planning needs, provide documentation to support applications for funding, and provide data to guide planning and bylaw development.

Major island communities within the study area should be considered individually and include:

- Thetis Island (Cowichan Valley Regional District)
- Gabriola Island (Nanaimo Regional District)
- Lasqueti Island (Powell River Regional District)

- Denman Island (Comox Valley Regional District)
- Hornby Island (Comox Valley Regional District)
- Gambier Island (Sunshine Coast Regional District)
- Keats Island (Sunshine Coast Regional District)

The study will not include the smaller islands within the Islands Trust Area (e.g. Mudge, DeCourcy, Bowyer, Anvil, North and South Thormanby, etc.) as the populations of these islands are primarily recreational or seasonal..

Completion of the project will require the collection and analysis of both quantitative and qualitative data. The collection and consolidation of existing data related to development and land use on the islands will help identify which demographic groups are currently being served through the existing housing stock. As much as possible, engagement with local groups will help augment the data compiled by from existing sources such as Canada Mortgage and Housing Corporation (CMHC) and Statistics Canada. These efforts will also help fill data gaps and offer a full picture of the performance of the current housing market. The project will help draw out housing needs that may be unique to one or more of the island communities and present how these needs are currently being or not being met.

Engagement with local non-profit housing providers, businesses and residents will help to identify which particular population sectors are facing the greatest hardships within the existing housing systems. Local housing developers and non-profit providers will also provide valuable information on some of the challenges and barriers faced when trying to develop and operate housing that is affordable to the various demographic groups within the island communities.

This project is designed to answer the following key questions:

1. What is the demographic profile of the Northern Region and each major island (i.e. age and household distribution, household incomes, and demographic trends, etc.)?
2. What is the make-up of the current housing stock on each island within the Northern Region of the Islands Trust Area– private market, social housing, non-profit, other?
3. What is the tenure structure of the housing stock?
4. What gaps currently exist in terms of housing supply and what gaps are anticipated into the future?
5. Using population demographic analysis, what groups currently face the greatest hardship in terms of access to housing? How are demographics expected to change over the next 10-20 years and what impact will this have on housing needs?
6. Where are the key pressure points with respect to affordability, accessibility and diversity when it comes to housing on each island?
7. What mechanisms exist within the area to support people's access to housing in the region? Are these mechanisms adequate?
8. How well is the stock meeting the needs of the existing populations?
9. Are there populations that are not able to access housing on the islands? What impact is this having on the social and economic well-being of the area? What challenges does this pose for the island communities?
10. How might changes in income sources and health status impact people's ability to maintain their current housing on the islands?
11. To what degree is housing supply being impacted by shifts in how housing in the area is being marketed (e.g., short-term vacation rentals)?
12. What capacity currently exists to develop the diversity of housing needed to support the social and economic well-being of the area? What resources might be needed in order to create the capacity needed to address anticipated growth and demographic changes?

#### 4. Deliverables

The successful proponent will be required to perform the following deliverables:

1. Data gathering and analysis of existing housing supply on each island, including a break down of how many built units exist, unit type, how many vacant lots exist, and how many units are owned by non-residents.
2. Quantification of the range of tenure types such as ownership housing, rental housing, and other forms where information is available (co-operative housing, co-housing).
3. Quantification of housing costs (rental and ownership).
4. Data gathering and analysis of the average cost per unit of rental and ownership housing.
5. The raw data for deliverables 1 -3 will be provided to the Islands Trust in Excel chart format to enable mapping of the information as a future project.
6. Demographic analysis of each island including but not limited to age and household composition, and individual and household incomes.
7. Identification of the range of need for housing that exists on each Island.
8. The successful proponent will draw from existing data provided through traditional institutions such as MLS Listings, CMHC, Statistics Canada, Regional Districts, BC Assessment and BC Stats, but will also seek information gathered and held by housing and social service providers in the area and by accessing community information centres, newspaper listings, social media sites, or others sources of reliable data.
9. The successful proponent will solicit information through engagement with representatives of builders, housing and social service providers, residents and key informants.
10. The successful proponent will conduct engagement activities that draw out local community perspectives on the social, economic and needs of the communities and how current housing availability either meets or does not meet these needs. The expectation is that the consultant will a host a meeting with stakeholders on Gabriola Island, Denman Island, Hornby Island, and Lasqueti Island, at a minimum. Telephone meetings and emails with key informants may be sufficient for Thetis Island, Keats Island, and Gambier Island.
11. The proponent will engage key stakeholders in government, industry, the non-profit sector and community to gather information on whose housing needs are being adequately met and what needs are currently unmet within the existing housing systems.
12. The proponent will meet with planning staff and locally elected representatives to get feedback prior to implementing the engagement program.
13. The proponent will deliver a draft report to planning staff for feedback prior submitting a final report.
14. The proponent may be requested to present their report to Trust Council – date to be determined.
15. The final deliverable will be a housing needs assessment report that outlines the current and potential future housing needs of the Local Trust Areas in the Northern Region of Islands Trust.
16. Deliverables to be completed by March 31, 2018.

#### 5. Methodology

The methodology and presentation of information will produce baseline information that can be used for consistent comparison and analysis with the [Salt Spring Island Affordable Housing Needs Assessment](#), (JG Consulting), 2015 and the Southern Gulf Islands Housing Needs Assessment currently underway with the Capital Regional District. The consultant is expected to use a variety of methods in the completion of the project, including but not limited to:

1. Review of existing reports and studies from other local housing stakeholders, particularly the Housing Needs Assessment completed for Salt Spring Island;
2. Demographic analysis of the population using the 2016 Census data as it becomes available;
3. Approximation of the 'ideal' housing supply according to each of the identified northern Gulf Islands Electoral Area population needs;
4. Review of the current housing supply;

5. Housing stakeholders engagement to gain perspectives on need, priorities and plans;
6. Identification of gaps in the housing supply to meet population change as well as affordability needs.

**It is understood that the methodology used in the housing needs assessment needs to be consistent with the Salt Spring (2015) and Southern Gulf Islands (in progress) Housing Needs Assessments in order to establish compatible baseline data and draw conclusions on regional trends that change over time.**

## **6. Qualifications and Experience**

Proposals must clearly demonstrate that they meet the following qualifications, experience and skills.

- Experience conducting housing needs assessments for rural and/or island communities in British Columbia.
- Experience that demonstrates project management and community consultation skills.

## **7. Service Contract**

The successful proponent will be required to sign a service contract with the Islands Trust. Please see Appendix A attached for a copy of our standard service contract.

The successful proponent will be provided with census data and any other information the Islands Trust has that may be useful.

## **8. Proposed Timeline for RFP Process:**

| <b>Activity</b>                           | <b>Estimated Completion Dates</b> |
|-------------------------------------------|-----------------------------------|
| Issue RFP                                 | July 20, 2017                     |
| RFP Closing                               | August 10, 2017                   |
| Evaluation Period                         | August 11 to 18, 2017             |
| Award of Contract to Successful proponent | August 23, 2017                   |

## **9. RFP Response Outline**

Proposals should be clearly written, providing a straightforward, concise description of the proponent's ability to meet the requirements of the RFP.

The following format, sequence, and instructions should be followed in order to provide consistency in proponent response and ensure each proposal receives full consideration. All pages should be consecutively numbered.

- a. An unaltered and completed Request for Proposals cover page which is page one of this RFP document. The Proponent section must be completed and signed by an authorized signatory.
- b. Table of contents including page numbers.
- c. A one page summary detailing your qualifications, experience and skills as outlined in Section 4.
- d. A resume for each individual that will be assigned to this project.
- e. A summary describing the proponent's interpretation of the objectives of this study.
- f. The general approach to be taken, list of activities including the engagement approach and activities.

- g. Outline three examples of previous work that demonstrates the required experience and skills. Please note the relevance of each example and if any associated work plan was implemented on schedule and according to the budget, and if not, describe the reasons.
- h. A one page summary of the boundaries of each subject local trust area, and the corresponding Electoral Area, Census data track, and Regional District.
- i. The proponent must provide at least 3 references for work done in the last 5 years that are similar in size and complexity. These references may be contacted by Islands Trust and information should include contact name, position, name of the organization, email and telephone number.
- j. The RFP response must clearly indicate the details comprising an all-inclusive firm-fixed price (excluding GST and PST) for undertaking the deliverables described in this request for proposal. Pricing should include any associated travel cost, etc.
- k. The RFP response must include a breakdown of the cost of the housing needs assessment for each island in the study area as indicated in section 3. One or more of the islands may be excluded at the Islands Trust's discretion.

## 10. Evaluation

This section details all of the mandatory and desirable criteria against which proposals will be evaluated. Proponents should make sure that they fully respond to all criteria in order to receive full consideration during evaluation.

### 10.1. Mandatory Criteria

Proposals not clearly demonstrating that they meet the following mandatory criteria will be excluded from further consideration during the evaluation process:

|    |                                                                                                                                                                                                                                             |
|----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A. | The proposal must be received at the closing location before the specified closing date and time.                                                                                                                                           |
| B. | One unaltered, completed Request for Proposal cover page including an originally-signed Proponent Section. The person signing the form must be an authorized signatory for the company. This document is page one of this proposal package. |
| C. | The proposal must be in English and must not be sent by facsimile or e-mail.                                                                                                                                                                |
| D. | One hard copy of the proposal and one electronic PDF copy on flash drive or CD must be submitted.                                                                                                                                           |

## 10.2. Evaluation Criteria

Proponents who have satisfied all the Mandatory Criteria listed in Section 7.1 will be evaluated against the Evaluation Criteria detailed below.

Your proposal will be reviewed for completeness, suitability and match to requirements. Proposals will be evaluated and ranked based on the information provided within the proposal.

| Criterion                                                                                                                                                                                                                                                                           | Points     |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| 1. Method – general approach, proposed list of activities, project control and reporting, and understanding of Islands Trust objectives.                                                                                                                                            | 30         |
| 2. Experience - with similar projects that demonstrate an understanding of rural and island communities, project management, community consultation skills and qualitative and quantitative research proficiency.                                                                   | 20         |
| 3. Qualifications and references that demonstrate experience completing housing needs assessments including relevant examples of recent work conducting a housing needs assessment for a rural community with overlapping jurisdictional boundaries of similar size and complexity. | 30         |
| 4. Proposed Fees/Cost                                                                                                                                                                                                                                                               | 20         |
| <b>TOTAL</b>                                                                                                                                                                                                                                                                        | <b>100</b> |



## 1. Appendix A – Service Contract

# Service Contract (General)

### THE ISLANDS TRUST COUNCIL

(the "Trust Council") at the following address:  
Suite 200 – 1627 Fort Street  
Victoria, BC V8R 1H8  
Ph: (250) 405-5151  
Fax: (250) 405-5155

**Contract No:** XXXX-XXXX  
*Contract No MUST appear on all invoices*

**Project:** Enter the name of project

**Contractor:** Enter complete legal name of contractor

(the "Contractor") at the following address:  
address

Ph: \_\_\_\_\_

Email: \_\_\_\_\_

**Contract Initiator:** \_\_\_\_\_ **RFP Number (if applicable):** \_\_\_\_\_

**Account Coding:** \_\_\_\_\_

GIVEN THAT THE TRUST COUNCIL WISHES TO ENGAGE THE CONTRACTOR TO PROVIDE CERTAIN SERVICES TO THE TRUST COUNCIL AND THE CONTRACTOR WISHES TO CONTRACT WITH THE TRUST COUNCIL TO PROVIDE SUCH SERVICES TO THE TRUST COUNCIL, THIS AGREEMENT IS EVIDENCE THAT, IN CONSIDERATION OF THE PROMISES AND PAYMENTS HEREIN SET OUT, AND OTHER GOOD AND VALUABLE CONSIDERATION (THE RECEIPT AND SUFFICIENCY OF WHICH EACH PARTY ACKNOWLEDGES), THE TRUST COUNCIL AND THE CONTRACTOR AGREE AS FOLLOWS:

### PART A – SERVICES

(a) The Contractor will complete the following deliverables (the "Services"):

(b) **Term of Agreement** (the "Term"): **From:** ----- **To:** \_\_\_\_\_

### PART B – CONTRACT PRICE

(a) **Contract Price:** \$xxxx (not including GST)

(b) **Fees:** N/A

(c) **Rate:** N/A

(d) **Expenses:** N/A

(e) **Billing Date(s):** Monthly

The Contractor shall submit its invoices by email to [IslandsTrustAccountsPayable@islandstrust.bc.ca](mailto:IslandsTrustAccountsPayable@islandstrust.bc.ca).  
The Contractor shall NOT cc any employees on invoice submissions.

## **PART C – TERMS AND CONDITIONS**

The Contractor shall provide the Services in accordance with all terms and conditions set out in Schedule “A”.

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## **PART D – INSURANCE**

1. The Contractor shall, without limiting its obligations or liabilities herein and at its own expense, obtain and maintain during the Term the following insurance:
  - (a) comprehensive general liability insurance for death, bodily injury, property loss and damage, and all other losses arising out of or in connection with the provision of the Services in an amount of not less than \$2,000,000.00 per occurrence, or in such greater amount as may be required by the Trust Council from time to time, acting reasonably; and
  - (b) automobile liability insurance in an amount not less than \$2,000,000.00 providing third party liability and accident benefits insurance and automobile benefits insurance and automobile physical damage insurance including collision and comprehensive coverage, covering all automobiles and vehicles owned, rented or leased by the Contractor, that are required by law to be licensed.
2. The Contractor shall cause all policies of insurance required to be taken out by it under this Agreement to be with insurance companies satisfactory to the Trust Council and to:
  - (a) name the “Islands Trust Council” as additional insured;
  - (b) include that the Trust Council is protected notwithstanding any act, neglect, or misrepresentation by the Contractor which might otherwise result in the avoidance of a claim and that such policies are not affected or invalidated by any act, omission, or negligence of any third party which is not within the knowledge or control of the insureds;
  - (c) be issued by an insurance company entitled to carry on the business of insurance under the laws of British Columbia;
  - (d) be primary and non-contributing with respect to any policies carried by the Trust Council and shall provide that any coverage carried by the Trust Council is in excess coverage;
  - (e) not be cancelled or materially changed without the insurer providing the Trust Council with 30 days written notice stating when such cancellation or change is to be effective;
  - (f) be maintained for a period of 12 months after completion of the contract;
  - (g) policy deductible must be less than \$5,000.00 per occurrence and be evidenced on the certificate;
  - (h) include a cross liability clause; and
  - (i) be on other terms acceptable to the Trust Council, acting reasonably.
3. The Contractor shall provide the Trust Council with certificates of insurance confirming placement and maintenance of all required insurance prior to the commencement of the Term and promptly thereafter upon receiving a request to do so from the Trust Council.
4. The Contractor will (if applicable) provide evidence of Professional Errors & Omissions insurance, with a limit of not less than two million dollars (\$2,000,000) for all claims (in the aggregate). The policy shall cover all liability assumed by the Contractor under the terms of this agreement.
5. The Contractor will (if applicable) carry employer's liability insurance and ensure that all of its workers are covered by Worksafe BC Insurance or any other similar legislative scheme in force in any jurisdiction where the services are preformed or provided.
6. Notwithstanding the foregoing, the Trust Council may, in the Trust Council's sole discretion and upon request by the Contractor, exempt the Contractor from the requirements of this Part D (1) & (2) and agree to cover the Contractor under the Trust Council's own comprehensive general liability insurance coverage, as it may extend to independent contractors.

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## **PART E – ADDITIONAL TERMS**

1. All digital information, content, reports, data, databases, graphics, maps, interfaces, texts, and files recorded, given, sent or transferred by the Trust Council to the Contractor via flash drive, e-mail or other method of transmission during the Term (collectively, the “Data”) is confidential in nature and the Contractor agrees to treat this data and information accordingly. The Trust Council grants the Contractor the limited non-exclusive

license to use the Data for the Term for the performance of the Services. The Contractor agrees to not release any part of the Data to a third party or grant access to any other organizations or persons. The Contractor shall not de-compile, disassemble, reverse engineer, copy or otherwise use the Data except as in accordance with this Agreement.

2. The Contractor indemnifies and saves harmless the Trust Council, its board members, officers, employees, agents, and assigns from any and all liabilities, actions, damages, claims, losses, costs and expenses whatsoever (including without limitation, the full amount of all legal fees, costs, charges and expenses whatsoever) in any way, directly or indirectly arising the Contractor's use or failure to use the Data.
  3. The Contractor acknowledges and agrees to the following limited warranty and limitation on rights and remedies:
    - (a) the Trust Council provides the Data to the Contractor "as is," without warranty of any kind, express or implied, including but not limited to the implied warranties of accuracy, completeness, and fitness for any particular purpose with respect to the Data and any accompanying written materials and without any representations as to ownership of or copyright in the Data;
    - (b) in no event shall the Trust Council be liable to the Contractor or any other party for losses or damages, including any loss of profits, lost savings, injury to property, or other incidental or consequential damages arising out of the Data, including but not limited to financial losses from use of or reliance on Data, loss or corruption of Data, and computer viruses, or the Contractor's inability to use the Data, even if the Trust Council has been advised of the possibility of such damages; and
    - (c) the Contractor assumes and accepts all risks, damages and hazards in connection with the accuracy, completeness, results, performance, use or inability to use the Data.
  4. Upon completion of the project comprising the Services, the Contractor agrees to return all Data and remove all Data from the Contractor's information systems, except for one backup copy of the final product, unless otherwise required by Trust Council. This project is considered complete upon final acceptance of the Trust Council. At the time of invoicing the Contractor must sign a statement indicating that all Data has been returned and/or destroyed except for a backup copy of the final product that the Contractor may keep for future edits and archival purposes, unless Trust Council otherwise prohibits the keeping of such backup copy.
- 

## **PART F – PRIVACY PROTECTION PROVISIONS**

Where the Privacy Protection Provisions are attached as Schedule "B", the Contractor shall be solely responsible for familiarizing itself with those provisions, and ensuring that the Contractor complies with the laws applicable to the collection and dissemination of information as outlined in Schedule "B", if any.

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## **PART G – GLOBAL POSITIONING SYSTEM SPECIFICATIONS**

Where the Global Positioning System Specifications are attached as Schedule "C" the Contractor shall be solely responsible for familiarizing itself with those specifications, and ensuring that the deliverables meet the specifications as outlined.

---

**IN WITNESS WHEREOF** the parties hereto have duly executed this Agreement as of enter date

**SIGNED AND DELIVERED** on behalf of The Islands Trust Council by an authorized representative of The Islands Trust Council

**SIGNED AND DELIVERED** by an authorized signatory of the Contractor

**THE ISLANDS TRUST COUNCIL**

**THE CONTRACTOR**

Signature of Authorized Representative

Signature of Authorized Representative

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Print Name of Authorized Representative and Date of execution below:

Name: Cindy Shelest – Director, Administrative Services

Date: \_\_\_\_\_

Print Name of Authorized Representative and Date of execution below:

Name: \_\_\_\_\_

Date: \_\_\_\_\_

## **SCHEDULE "A"**

### **TERMS AND CONDITIONS**

#### **CONTRACTOR OBLIGATIONS**

1. The Contractor will:

- (a) notwithstanding the date of the execution and delivery of this Agreement, provide the Services during the Term, both as defined in Part A, at the Contract Price established in Part B, and in accordance with the terms and conditions set out in this Agreement;
- (b) supply all labour, materials and approvals necessary to provide the Services at its own expense;
- (c) upon request of the Trust Council, fully inform the Trust Council of the work done by the Contractor in connection with the provision of the Services and permit the Trust Council at all times to inspect, review and copy all accounting records, findings, data, specifications, drawings, working papers, reports, documents and material (collectively the "Material"), whether complete or otherwise, that have been produced, received or acquired by the Contractor as a result of this Agreement;
- (d) comply with all applicable municipal, provincial and federal laws;
- (e) not assign this Agreement, nor subcontract any of its obligations under this Agreement, to any person, firm or corporation without the prior written consent of the Trust Council. No subcontract will relieve the Contractor from any of its obligations under this Agreement;
- (f) at all times maintain a standard of care, skill and diligence in performance of the Services exercised and observed by persons engaged in the provision of services similar to the Services;
- (g) at all times treat as confidential all information or material supplied to or obtained by the Contractor or its subcontractors as a result of this Agreement and will not permit the publication, release or disclosure of the same without the prior written consent of the Trust Council;
- (h) not provide any services for any other person or corporation which, in the reasonable opinion of the Trust Council, may give rise to conflict of interest;
- (i) be an independent contractor and not the servant, employee or agent of the Trust Council;
- (j) ensure that all persons employed by it in connection with the provision of the Services are competent to perform them, adequately trained, fully instructed and supervised;
- (k) accept instructions from the Trust Council with respect to the Services provided that the Contractor will not be subject to the control of the Trust Council in respect of the manner in which such instructions are carried out except as specified in this Agreement;
- (l) ensure that all personnel hired by the Contractor to provide the Services will be the employees of the Contractor and not the Trust Council;
- (m) not in any manner whatsoever commit or purport to commit the Trust Council to the payment of any money except pursuant to this Agreement;
- (n) establish and maintain time records and books of account, invoices, receipts and vouchers of all expenses incurred in form and content satisfactory to the Trust Council;
- (o) indemnify and save harmless the Trust Council, its employees and agents, from and against any and all losses, claims, damages, actions, causes of action, costs and expenses that the Trust Council may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission of the Contractor or of any agent, employee, officer, director or sub-contractor of the Contractor pursuant to this Agreement, excepting always liability arising out of the independent negligent acts of the Trust Council;
- (p) during the Term, provide, maintain and pay for insurance in such form and amounts, with such deductibles, and according to the terms and conditions outlined in Part D of this Agreement, as amended from time to time in accordance with directions of the Trust Council; and
- (q) make application for, obtain and remit to the Trust Council any applicable refund or remission of federal and provincial taxes, duties or impost available with respect to any articles, materials or equipment used in connection with this Agreement; and

- (r) be solely responsible for familiarizing itself, and ensuring that it complies, with the laws applicable to the collection and dissemination of information as outlined in Schedule "B", if any.

#### **THE CONTRACT PRICE**

- 2. In no event will the fees and expenses payable to the Contractor in respect of the Services exceed, in the aggregate, the amount, the Contract Price.
- 3. Fees will be based on the rate set out in Part B of this Agreement as the "Rate".
- 4. The Contractor will submit written statements of account to the Trust Council commencing no sooner than the date set out in Part B as the "Billing Date" and thereafter as specified in Part B of this Agreement.

#### **TRUST COUNCIL OBLIGATIONS**

- 5. The Trust Council will:
  - (a) subject to the terms of this Agreement, pay to the Contractor the Contract Price in full payment and reimbursement for providing the Services based on the fees and expenses set out in Part B of this Agreement, and the Contractor will accept the same as full payment and reimbursement as aforesaid;
  - (b) at its discretion, hold back from the Contract Price, sufficient monies to indemnify the Trust Council completely against any lien or claim of lien arising in connection with the provision of the Services; and
  - (c) make available to the Contractor all available information considered by the Trust Council to be pertinent to the provision of the Services.

#### **TERMINATION**

- 6. In the event of a substantial failure of a party to comply with the provisions of this Agreement, this Agreement may be terminated by the other party on 5 days written notice.
- 7. The Trust Council may, in its sole discretion, terminate this Agreement on 10 days written notice and the payment of funds required to be made pursuant to section 8 will discharge the Trust Council of all of its liability to the Contractor under this Agreement.
- 8. Where this Agreement is terminated before 100% completion of the Services, the Trust Council will, subject to section 7, pay to the Contractor that portion of the Contract Price which is equal to the portion of the Services completed to the satisfaction of the Trust Council prior to termination.
- 9. Where the Contractor fails to comply with the provisions of this Agreement, the Trust Council may, in addition to terminating this Agreement, pursue such remedies as it deems necessary.

#### **GENERAL**

- 10. This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia.
- 11. Time will be of the essence of this Agreement.
- 12. Any notice required to be given hereunder will be delivered by hand or mailed by prepaid registered mail to the addresses on the reverse of this Agreement (or at such other address as either party may from time to time designate by notice in writing to the other), and any such notice mailed will be deemed to be received 48 hours after mailing.
- 13. This Agreement will be binding upon the Trust Council and its assigns and the Contractor, its successors and permitted assigns.

14. A waiver of any provision or breach by the Contractor of this Agreement will be effective only if it is in writing and signed by the Trust Council and will not be deemed to be a waiver of any subsequent breach of the same or any other provision of this Agreement.
15. The Material and any other property provided by the Trust Council to the Contractor or subcontractor will:
  - (a) be the exclusive property of the Trust Council; and
  - (b) be delivered by the Contractor to the Trust Council immediately upon the Trust Council giving notice of such request to the Contractor.
16. The copyright in the Material will belong at all times exclusively to the Trust Council and the Contractor hereby assigns to the Trust Council its copyright in all Material produced or provided by the Contractor under this Agreement.
17. The Schedules to this Agreement (including this Schedule "A") form an integral part of this Agreement. Unless the context otherwise requires, any reference to "this Agreement" means the instrument and all of the Schedules attached to it and all documents, manuals or publications referenced in the Schedules and any reference in this Agreement to any Part, section, subsection or paragraph by number is a reference to the appropriate article, section, subsection or paragraph in this Agreement.
18. Where the Contractor is a corporation the Contractor hereby represents and warrants to the Trust Council that the signatory has been duly authorized by the Contractor to enter into this Agreement without corporate seal on behalf of the corporation.
19. No amendment or modification to this Agreement will become effective unless the same will have been reduced to writing and duly executed by the parties hereto.
20. This Agreement, and any amendment made pursuant to section 19, constitutes the entire agreement between the parties.
21. Sections 1 (c), (h), (i), (o), (q), and 16 of this Schedule "A" will, notwithstanding the expiration or earlier determination of the Term, remain and continue in full force and effect.

## REQUEST FOR DECISION

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**To:** Local Planning Committee

**For the Meeting of:** August 17, 2017

**From:** Justine Starke, MCIP, RPP  
Island Planner

**Date Prepared:** August 8, 2017

**SUBJECT:** Radio Broadcast and Cellular Towers

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### RECOMMENDATIONS:

1. That the Local Planning Committee endorse the Project Charter dated August 8, 2017, to create a model strategy for local trust committees to respond to radio broadcast and cellular tower applications.

**DIRECTOR COMMENTS:** This project is designed to provide a consistent approach, and to provide certainty to communities and applicants, on the process undertaken for cell tower referrals in the Islands Trust Area. While this is not a Strategic Plan item, it is work that has been requested of the Local Planning Committee by Trust Council. This work can be completed under contract, with minimal staff time.

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### IMPLICATIONS OF RECOMMENDATION

**ORGANIZATIONAL:** Recommendations from Local Planning Committee on how Trust Council can assist local trust committees in responding to radio broadcast and cellular towers can be considered as model consultation programs, model bylaws or model Official Community Plan amendments.

**FINANCIAL:** It is recommended that \$6000 of Technical Services Budget be used to support a consultant in developing a model strategy for responding to radio broadcast and cellular towers applications.

**POLICY:** The Islands Trust Policy Statement contains the following relevant policy:

*5.3.1 Trust Council holds that local trust committees and island municipalities should be consulted and involved in the decision-making process regarding provision of utilities, transportation services or facilities that might affect land use in their local planning areas.*

**IMPLEMENTATION/COMMUNICATIONS:** Communication will be by regular updates to Trust Council from the Local Planning Committee.

**OTHER:** No other implications.

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### BACKGROUND

On December 1, 2015, Innovation, Science and Economic Development Canada wrote to Islands Trust CAO, Linda Adams to provide formal notification of three months' notice to rescind the 1996 Letter of



Understanding on Land use Consultation for Radio Communications Towers. Details of the reasons for this is contained the attached copy of the letter.

In March 2016, Trust Council passed the following resolution:

**TC-2016-015**

**MOVED** by Trustee Brent, **SECONDED** by Trustee Peterson,  
that the Islands Trust Council request the Local Planning Committee to make recommendations on policy that includes public consultation procedures and development guidelines for the siting and design of antenna systems, which may then be adapted and implemented by local trust committees.

At the May 24, 2017 Local Planning Committee passed the following resolution:

**It was MOVED and SECONDED**, that the Local Planning Committee direct staff to prepare a report regarding options to fund a consultant to review antennae siting consultations. **CARRIED**

The federal Ministry of Innovation, Science and Economic Development Canada (ISED) (formerly Industry Canada) has jurisdiction over telecommunications uses, such as radio broadcast towers and cellular telephone towers, which are licensed under the federal Telecommunications Act. Local governments have no lawful jurisdiction to manage the use of the telecommunication; therefore cell towers themselves are immune from land use bylaws and development permit areas. However, the ISED recommends land use authorities establish a documented public consultation process to guide cell tower proponents. ISED also advises the land use authority issue a letter of concurrence or non-concurrence with the consultation process and the proposal.

Within the Islands Trust, the consultation process on these types of applications was previously guided by the Letter of Understanding (LOU, signed October 30, 1996) that existed between ISED and the Islands Trust Council, on behalf of Trust Area Local Trust Committees, for proposed towers of over 25m in height measured from ground level. Since ISED updated its *Radiocommunication and Broadcasting Antenna Systems Client Procedures Circular* (CPC-2-0-03) in 2014 to include a Default Public Consultation Process, the Trust Council/ISED LOU was rescinded by ISEU under the terms of the agreement.

When a land use authority does not have an established or documented public consultation process, proponents of radio towers must use the ISED default process outlined in the *Radiocommunication and Broadcasting Antenna Systems Client Procedures Circular* (CPC-2-0-03).

Next Steps:

Should the LPC approve the project charter, staff would issue a contract for a consultant to do this work. Funding will be taken from the Local Planning Services Scientific Technical Budget.

**REPORT/DOCUMENT:**

Project Charter V.1 – dated August 8, 2017.

Letter from ISED dated December 1, 2015 with LOU attached

**KEY ISSUE(S)/CONCEPT(S):** Create model bylaws and policies to assist local trust committees with responding to applications for radio broadcast and cellular towers, which is the jurisdiction of the federal government.

**DESIRED OUTCOMES:** A model strategy to assist local trust committees in responding to radio broadcast and cellular tower applications.

**RESPONSE OPTIONS**

**Recommended:**

1. That the Local Planning Committee endorses the Project Charter dated August 8, 2017, to create a model strategy for local trust committees to respond to radio broadcast and cellular towers applications.

**Alternative:**

1. That the Local Planning Committee not endorse the project charter and decide to not pursue this work program at this time.

**Prepared By:** Justine Starke, MCIP, RPP  
Island Planner

**Reviewed By/Date:** David Marlor, MCIP, RPP  
Director of Local Planning Services/Aug 9, 2017

**Purpose:**

To create a model strategy to assist local trust committees in responding to radio broadcast and cellular tower applications.

**Background** Local Planning Committee has been requested by Trust Council to develop model strategy for local trust committees to consider in responding to applications for radio broadcast and cellular towers. While the responsibility for issuing cell/radio tower approvals falls with the Federal Government, as a land use planning authority, local trust committees have a role to play determining the consultation process and in concurring the proposal.

**Objectives**

- Provide guidance to local trust committees on consultation processes for cell/radio tower applications.
- To provide consistency throughout the Trust Area in the approach to community engagement processes for cell/radio tower applications.
- To provide certainty for communities on the process involved and the Islands Trust role in radio/cell tower siting and use.
- To be consistent with the Ministry of Innovation, Science and Economic Development Canada's (ISED) protocol.

**In Scope**

- Literature Review/summary of relevant Islands Trust materials/policies/jurisdiction and that of the Ministry of Innovation, Science and Economic Development Canada (ISED)
- Development of Land Use Criteria for applicants to consider
- Development of model communication process for cell/radio tower proponents.
- Development of a brochure for the public to understand the process and Islands Trust's role

**Out of Scope**

- Development of policies that address health and radiofrequency exposure issues or any other non-placement or non-design related issues.
- Specific Land Use Bylaw regulations or recommendations for amendments.

**Work Plan Overview**

| Deliverable/Milestone                                                                                                                                                          | Date          |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| Review of literature and one to two page summary of local trust committee jurisdiction relative to the federal government's recommendations for input by land use authorities. | October 2017  |
| Land Use Criteria for siting cell/radio towers                                                                                                                                 | October 2017  |
| Model OCP designations/policies                                                                                                                                                | October 2017  |
| Development of on-line brochure for public                                                                                                                                     | November 2017 |
| Final Report                                                                                                                                                                   | November 2017 |

**Project Team**

|                |                         |
|----------------|-------------------------|
| Consultant     | Research/report writing |
| Justine Starke | Project Manager         |
| David Marlor   | Supervisor              |
| Robert Barlow  | Logistics coordinator   |

**Budget:** Technical Services 2017-18

| Item                                | Cost           |
|-------------------------------------|----------------|
| Consultant Contract (50hrs x \$100) | \$ 5000        |
| Commercial Insurance                | \$ 600         |
| Contingency                         | \$400          |
| <b>Total</b>                        | <b>\$ 6000</b> |

**DLPS Approval:****Date:****LPC Endorsement:****35**



Innovation, Science and Economic Development Canada  
Innovation, des Sciences et du Développement économique Canada



Linda Adams  
Chief Administrative Officer, Islands Trust  
Suite 200, 1627 Fort St.  
Victoria, BC  
V8R 1H8

Date: December 1<sup>st</sup>, 2015

Subject: Rescinding the 1996 Letter of Understanding (LOU) "*Land use Consultation for Radio Communication Utilities*"

Dear Ms. Adams,

As per our telephone discussion today, please accept this letter as our formal notification to provide a three month notice to rescind the above LOU. I have attached a copy for your reference. It is our belief that this document is outdated.

Going forward, Islands Trust may wish to consider an "islands wide" tower siting consultation policy of their own. There are many good examples of these being used by various local governments. If drafted well, clearly outlining the requirements and obligations of both the proponent and the land use authority, such a policy can save both parties time and result in a more streamlined, timely and assured process.

Most jurisdictions either have their own tower siting consultation policy or use the Innovation, Science and Economic Development Canada policy:

CPC 2-0-03 Radiocommunication and Broadcasting Antenna Systems: <http://www.ic.gc.ca/eic/site/smt-gst.nsf/eng/sf08777.html>

If this is of interest, our department provides a guide that can be used to help develop a policy. It is called the *Guide to Assist Land-use Authorities in Developing Antenna System Siting Protocols*:

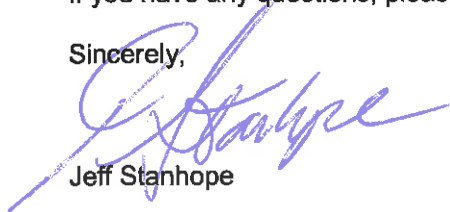
<http://www.ic.gc.ca/eic/site/smt-gst.nsf/eng/sf10860.html>

Also, the Federation of Canadian Municipalities, in partnership with the Canadian Wireless Telecommunications Association, have developed a policy template: *Antenna System Siting Protocol Template*:

[http://www.fcm.ca/documents/tools/fcm/Antenna\\_System\\_Siting\\_Protocol\\_EN.pdf](http://www.fcm.ca/documents/tools/fcm/Antenna_System_Siting_Protocol_EN.pdf)

If you have any questions, please do not hesitate to call me at the number below.

Sincerely,

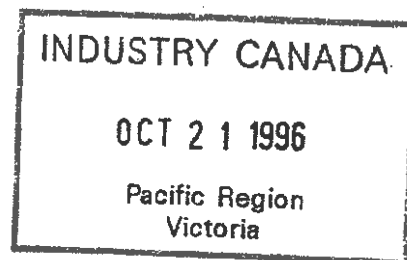
  
Jeff Stanhope

Spectrum Operations Manager, Spectrum Management Operations Branch  
Innovation, Science and Economic Development / Government of Canada  
Jeff.Stanhope@canada.ca / Tel: 250-363-3597 / TTY: 1-866-694-8389

**Letter of Understanding**

between

**INDUSTRY CANADA**  
Vancouver Island District  
Spectrum Program  
("Industry Canada")



and the

**ISLANDS TRUST COUNCIL** on behalf  
of Trust Area Local Trust Committees  
("Islands Trust")

regarding

**LAND-USE CONSULTATION FOR RADIO COMMUNICATION UTILITIES**  
within the Islands Trust Area

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**WHEREAS**, section 8.1 of the *Islands Trust Act* authorizes the Islands Trust Council to enter into agreements with the Government of Canada on behalf of one or more local trust committees to coordinate activities within the Islands Trust Area to achieve the legislated object of the *Islands Trust Act* ... "to preserve and protect the Trust Area and its unique amenities and environment for the benefit of the residents of the Trust Area and of the Province generally, in cooperation with municipalities, regional districts, improvement districts, other persons and organizations and the government of the Province";

**WHEREAS**, a local trust committee is responsible for regulating the development and use of land within a local trust area;

**WHEREAS**, Section 5 of the *Radiocommunications Act* defines the Minister's powers, the Minister may, (i) approve each site on which radio apparatus, including antenna systems, may be located and approve the erection of all masts, towers and other antenna-supporting structures;

**WHEREAS**, Industry Canada recognizes that land-use authorities may have an interest in the location of significant antenna structures proposed within their jurisdiction and may have concerns that should be considered in the exercise of authority under the *Radiocommunications Act*;

**AND WHEREAS**, the Islands Trust consider significant antenna structures as being any structure over 25 metres measured from the ground level.

**NOW THEREFORE**, both parties agree to implement the following interagency consultation procedures regarding applications to Industry Canada for the site-specific authorization of significant antenna structures within the Islands Trust Area:

## **1.0 NOTIFICATION**

- 1.1 Either party will use best efforts to notify the other party of an applicant's expression of interest to build or modify a significant antenna structure.
- 1.2 Industry Canada will use best efforts to advise applicants that they are required to notify and consult with the appropriate local trust committee to address local land-use concerns as explained in Client procedure Circular, CPC-2-0-03.

## **2.0 APPLICANT / LOCAL TRUST COMMITTEE CONSULTATION**

- 2.1 Local trust committees will make their views known to both the applicant and Industry Canada within 60 days of receiving an application unless otherwise mutually agreed by the local trust committee and the applicant.
- 2.2 The local trust committee will use its best efforts to consult with the applicant and to consider requirements of the applicant.
- 2.3 When Industry Canada becomes aware of a local trust committee's objection to a site-specific significant antenna structure, consideration to issue a license will be delayed for up to 60 days or longer if otherwise mutually agreed by the local trust committees and the applicant so consultations can occur between the applicant and the local trust committee.

## **3.0 APPLICATION APPROVAL**

- 3.1 Industry Canada does not play a direct role in land-use consultations. This responsibility remains with the applicant and the local trust committee to work toward a mutually acceptable agreement.
- 3.2 Industry Canada will use best efforts to notify a local trust committee of its intent to process an application indicating the content of the applicant's signed land-use consultation attestation.
- 3.3 Industry Canada, upon the request of a local trust committee, will meet with that local trust committee to hear its concerns before final approval of a license.

#### 4.0 CONDITIONS

- 4.1 Nothing in this agreement shall be construed to fetter the legislative or administrative discretion of either of the parties within their respective areas of jurisdiction.
- 4.2 Any party to this Agreement may terminate this Agreement at any time by delivering three months written notice to the other party.
- 4.3 The officials of each party who shall be responsible for notices and the administration of this Agreement are:

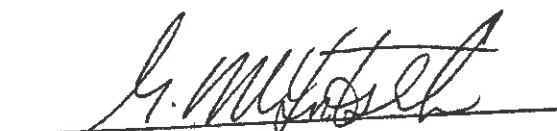
Executive Director  
Islands Trust  
2nd Floor, 1627 Fort Street  
Victoria, British Columbia  
V8R 1H8

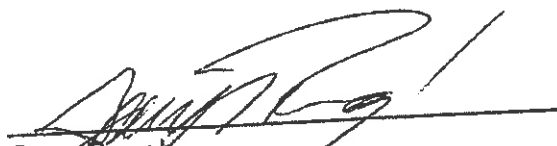
Phone #: (604) 952-4182  
Fax #: (604) 952-4193

Director, Vancouver Island District  
Pacific Region  
Industry Canada  
#318 - 816 Government Street  
Victoria, British Columbia  
V8W 1W9

Phone #: (604) 363-3800  
Fax #: (604) 363-0208

Both parties commit to respect the terms of this agreement dated this 30 day of October, 1996.

  
Gordon A. McIntosh  
Executive Director  
Islands Trust

  
Gary Paugh  
Director, Vancouver Island District  
Industry Canada

## REQUEST FOR DECISION

**To:** Local Planning Committee

**For the Meeting of:** August 23, 2017

**From:** David Marlor  
Director of Local Planning Services

**Date:** August 10, 2017

**SUBJECT: BUDGET REQUESTS FOR 2018/19 FISCAL YEAR**

**RECOMMENDATION:** That the Local Planning Committee request that \$15,000 for shoreline marine planning project be included in the 2018/19 fiscal year budget.

**DIRECTOR COMMENTS:** This request is in alignment with the Budget Process Policy and would allow the Local Planning Committee to undertake work assigned to it in Trust Council's Strategic Plan.

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### **IMPLICATIONS OF RECOMMENDATION**

**ORGANIZATIONAL:** None.

**FINANCIAL:** This recommendation would result in an addition to the 2018/19 Fiscal year budget.

**POLICY:**

**IMPLEMENTATION/COMMUNICATIONS:** The Local Planning Committee budget request would be forwarded to the FPC. Staff would develop a work plan and refined budget breakdown for consideration by December Trust Council.

**OTHER:** None.

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### **BACKGROUND**

The Islands Trust Strategic Plan (2014-2018) has the following items assigned to the Local Planning Committee:

1. Develop a planning tool kit to illustrate how to protect Coastal Douglas-fir and associated ecosystems. This has not been started.
2. Undertake work outlined in Project Charter regarding shoreline/marine planning. This has not been started.
3. Develop a toolkit to assist LTCs and BIM in using land use planning tools to reduce community ecological footprint. This has not been started.
4. Implement a coordination role for housing needs assessments between the various local trust areas and island municipalities to achieve efficiencies and compatibility and to allow consolidation. And commission one or more regional housing needs assessments that follow consistent methodologies and update with



each census. This is underway and expected to be completed by end of the current fiscal year.

5. Explore and report back on potential for Islands Trust potential to hold land for housing purposes. This is underway and expected to be completed by the end of the current fiscal year.
6. Develop a project charter to guide the work of LPC regarding economic sustainability. Undertake work outlined in project charter regarding economic sustainability. This has not been started.

The Local Planning Committee currently has the following top priorities:

1. **Community Housing Needs** – undertake housing needs assessment for southern region and northern region. Southern region is expected to be completed this fiscal year. Northern region is out on Request for Proposal. Work should be completed by end of fiscal year; however, until we see the bids we do not know if the budget will allow us to complete housing needs assessment for all local trust areas.
2. **Shoreline Marine Planning**. Work has not begun on this project.
3. **Land Use Consultation for Radio Communication Towers** – This project is underway, and if approved by LPC at the August meeting, will be completed by the end of the current fiscal year.

In addition, the Local Planning Committee has the following items on its projects list that were forwarded from Trust Council. Work on these is not expected to occur in the 2018-19 fiscal year:

- Development approval information model bylaw – amendments to Policy 2.1.vii
- Update domestic wind power report as required
- Consider a blue dot campaign
- Consider alternative ways of measuring density, and development of a model bylaw
- Appropriate economic development
- Planning tools to protect coastal Douglas-fir and associated ecosystems

Staff resources currently assigned to Local Planning Committee will allow for one of the above listed items to be undertaken in 2018-19 fiscal year.

Marine shoreline planning is on the Local Planning Committee's top priorities list and on Trust Council's Strategic Plan; therefore, Local Planning Committee should request \$15,000 to support this project in 2018-19.

If Local Planning Committee wishes to complete more than one strategic plan item assigned to it, any additional work would need to be undertaken by a consultant. This approach will have some impact on staff as staff will need to manage the contract and the consultant's deliverables. For each additional project, Local Planning Committee should request \$50,000 to cover the cost of a consultant undertaking the majority of the work, and to cover any other costs such as meetings and consultation (if required).

If the Local Planning Committee makes a budget request, staff will develop a more detailed work plan for each project for the November LPC meeting, along with revised estimates of budget and resource requirements; that information may then be used to refine the budget request.

**REPORT/DOCUMENT:** None.

**KEY ISSUE(S)/CONCEPT(S):**

Request budget for 2018/19

**RELEVANT POLICY:**

6.3.1 Budget Process Policy

**DESIRED OUTCOME:**

Appropriate budget and resources provided in 2018/19 to undertake work program items.

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**RESPONSE OPTIONS**

**Recommended:** That the Local Planning Committee request that \$15,000 for shoreline marine planning project be included in the 2018/19 fiscal year budget.

**Alternative:**

1. Select another strategic plan item and request \$15,000 for that project. The Local Planning Committee top priorities would need to be changed to reflect this. The requested amount could be adjusted in November once staff has provided a detailed work plan.
  2. Add other projects and request \$50,000 each to cover the cost of a consultant to undertake the bulk of the work for each project. There will be some overhead for staff in managing the contract and consultant, and this would likely reduce staff time available to undertake other work for the Local Planning Committee. The requested amount could be adjusted in November once staff has provided a detailed work plan.
- 

**Prepared By:** David Marlor, DLPS

**Reviewed By/Date:**

\_\_\_\_\_  
Russ Hotsenpiller, Chief Administrative Officer



## Top Priorities

## Local Planning Committee

| No. | Description                                          | Activity                                                                                                             | R/Initiated | Responsibility | Target Date |
|-----|------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------|-------------|----------------|-------------|
| 1   | Community Housing Needs                              | <b>Current:</b> Housing Needs Assessment - Southern LTCs<br><b>Planned:</b> Housing Needs Assessment - Northern LTCs | 18-Nov-2016 | Justine Starke | 01-Feb-2018 |
| 2   | Shoreline Marine Planning                            | <b>Current:</b> Est. a Project Charter<br><b>Planned:</b> To be determined by the Local Planning Committee           | 03-Mar-2016 |                |             |
| 3   | Land Use Consultation for Radio Communication Towers | <b>Current:</b> Est. Project Charter<br><b>Planned:</b> Develop model consultation process                           | 24-May-2017 |                |             |

## Projects

## Local Planning Committee

| Description                                                                                                                      | Activity                                                                                                                                                   | R/Initiated |
|----------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| Development Approval Information Model Bylaw                                                                                     | Staff to draft amendments to Trust Council Policy 2.1 viii in order to develop a Development Approval Information Model Bylaw.                             | 03-Mar-2016 |
| Letter of Agreement with the Ministry of Transportation and Infrastructure - including discussion around access to water bodies. | Staff working with the MOTI to address the Letter of Agreement; next meeting planned for May 17, 2016. Local Planning Committee is monitoring the process. | 03-Mar-2016 |
| Domestic Wind Power                                                                                                              | Update report as required.                                                                                                                                 | 03-Mar-2016 |
| Blue Dot Campaign                                                                                                                | Consideration of this proposal (added per resolution May 2015)                                                                                             | 03-Mar-2016 |



## Local Planning Committee

| No. | Description                                           | Activity                                                                                                                                                                                                        | R/Initiated | Responsibility | Target Date |
|-----|-------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|----------------|-------------|
|     | Alternative Ways of Measuring Density                 | Bring forward a thorough analysis of alternative ways of measuring density and how to manage any corresponding impacts before consideration of requesting model bylaws be developed for local trust committees. |             |                | 25-Aug-2016 |
|     | Appropriate Economic Development                      | To be determined by the Local Planning Committee                                                                                                                                                                |             |                | 18-Nov-2016 |
|     | Protect Coastal-Douglas Fir and Associated Ecosystems | Trust Council - strategic plan item                                                                                                                                                                             |             |                | 24-May-2017 |

## Late Items for Consideration

**Lori Foster**

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**Subject:** FW: Local Planning Committee - Wendy Scholefield Resignation

-----Original Message-----

From: Peter Luckham  
Sent: Monday, August 14, 2017 3:12 PM  
To: Wendy Scholefield  
Cc: Lori Foster; Bruce McConchie  
Subject: Re: Local Planning Committee

Thank you Wendy for letting me know. I am sorry you will be unable to continue. Thank you on behalf of council for your service on LPC. Hope you are enjoying summer and I look forward to seeing you at council on Denman

Peter Luckham  
Chair, Trust Council  
Trustee, Thetis Island Trust Area  
250-210-2553

-----Original Message-----

From: Wendy Scholefield  
Sent: Monday, August 14, 2017 2:32 PM  
To: Peter Luckham  
Cc: Lori Foster; Bruce McConchie  
Subject: Local Planning Committee

Dear Peter,

Please accept my resignation from the Local Planning Committee. Unfortunately, I have not been able to attend many of the meetings of the committee. As a result, I have not been an engaged and productive member of that committee.

I support David Critchley's suggestion that smaller committees (perhaps working groups) which focus on a single issue may better serve the Islands Trust Council. It seems that the Standing Committees have too many "priorities" and projects, which may result in significant time being spent in discussion of how to proceed.

Thank you.

Wendy Scholefield  
South Pender Island Trustee

Sent from my iPad

**From:** Lori Foster  
**Sent:** Wednesday, August 16, 2017 12:40 PM  
**To:** Alex Allen; Laura Busheikin; 'lee@fulford.ca'; Lee Middleton (lmiddleton@islandstrust.bc.ca); Melanie Mamoser; Paul Brent; Sandy Pottle; Timothy Peterson; Tony Law; Peter Luckham  
**Cc:** 'Justine Starke'; David Marlor; Robert Barlow  
**Subject:** FW: Local Planning Commission re Telecommunication application strategies

Greetings Local Planning Commission:

The following email was just received. I have been directed to forward it to you, for your consideration as a late item to tomorrow's agenda, hard copies can be provided.

Kind regards,

Lori Foster  
Planning Team Assistant, Southern Team

---

**From:** Doug & Elizabeth Latta [<mailto:delatta@telus.net>]  
**Sent:** Wednesday, August 16, 2017 12:01 PM  
**To:** Lori Foster  
**Cc:** Sandy Pottle; Kiyo Okuda; Stephen Rybak; Joan Robertson  
**Subject:** Local Planning Commission re Telecommunication application strategies

Thanks again for your help, Lori. Here is my submission:

I am a member of the Special Advisory Planning Commission for the preparation of cell tower siting criteria for Galiano Island. As I understand your intention at this time, your efforts will be directed at providing a consultation process for all islands to deal with incoming proposals for cell towers. This document would not consider where cell towers were to be located or what the criteria would be in making these decisions. When you indicate that 'Out of Scope' issues include health and radio frequency exposure and specific land use bylaw regulations, I assume that would be left to the individual island to address with the proponents of any structure? The report which our commission developed after months of deliberation dealt with just such matters.

It does seem to me that a framework for consultation process needs to be developed for the islands as this issue deeply divides communities and often silences those with concerns and contributions who are not able to deal with the animosity of the 'discussion'. I hope that the 'consultant that you are considering hiring is one with expertise in conflict management and structuring of public dialogue in a constructive manner which will provide a safe arena for the expression of individual positions.

Thank you for your consideration of my comments.

Elizabeth Latta,  
Galiano Island