



Mayne Island Local Trust Committee Regular Meeting Agenda

Date: October 25, 2021
Time: 1:00 pm
Location: Mayne Island Agricultural Hall
430 Fernhill Road, Mayne Island, BC

			Pages
1.	CALL TO ORDER	1:00 PM - 1:00 PM	
2.	APPROVAL OF AGENDA	1:00 PM - 1:05 PM	
3.	TOWN HALL AND QUESTIONS	1:05 PM - 1:20 PM	
4.	COMMUNITY INFORMATION MEETING		
	None		
5.	PUBLIC HEARING		
	None		
6.	MINUTES	1:20 PM - 1:30 PM	
6.1.	Local Trust Committee Minutes Dated September 27, 2021 (for Adoption)		3 - 9
6.2.	Section 26 Resolutions-without-meeting Report - None		
6.3.	Advisory Planning Commission Minutes Dated September 22, 2021 and October 6, 2021 (for Receipt)		10 - 17
7.	BUSINESS ARISING FROM THE MINUTES		
7.1.	Follow-up Action List Dated Oct 2021		18 - 19
8.	DELEGATIONS		
9.	CORRESPONDENCE		
	<i>Correspondence received concerning current applications or projects is posted to the LTC webpage</i>		
9.1.	Mayne Island Conservancy letter to Province re: Deer overpopulation (attached)		20 - 22
10.	APPLICATIONS AND REFERRALS	1:30 PM - 2:15 PM	

10.1.	MA-DVP-2021.5 (Hollingshead) - Staff Report (attached)	23 - 38
10.2.	MA-DVP-2021.7 (Capital Regional District) - Staff Report (attached)	39 - 63
10.3.	MA-RZ-2020.1 (MIHS) – Staff Report (attached)	64 - 103
11.	LOCAL TRUST COMMITTEE PROJECTS	2:15 PM - 2:30 PM
11.1.	Flex Housing Pilot Area Proposal - for Discussion	
12.	REPORTS	2:30 PM - 2:40 PM
12.1.	Work Program Reports (attached)	
12.1.1.	<u>Top Priorities Report Dated Oct 2021</u>	104 - 105
12.1.2.	<u>Projects List Report Dated Oct 2021</u>	106 - 107
12.2.	Applications Report Dated Oct 2021 (attached)	108 - 110
12.3.	Trustee and Local Expense Report Dated August 2021 (attached)	111 - 111
12.4.	Adopted Policies and Standing Resolutions (attached)	112 - 115
12.5.	Local Trust Committee Webpage	
12.6.	Chair's Report	
12.7.	Trustee Report	
12.8.	Islands Trust Conservancy Report - None	
13.	NEW BUSINESS	2:40 PM - 2:50 PM
13.1.	Letter to MOTI re: summer paving (for Discussion)	
14.	UPCOMING MEETINGS	
14.1.	Next Regular Meeting Scheduled for November 22, 2021 at the Agricultural Hall, Mayne Island	
15.	TOWN HALL	2:50 PM - 3:05 PM
16.	CLOSED MEETING	
	None	
17.	ADJOURNMENT	3:05 PM - 3:05 PM



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Mayne Island Local Trust Committee Minutes of Regular Meeting

Date: September 27, 2021
Location: Mayne Island Agricultural Hall
430 Fernhill Road, Mayne Island, BC

Members Present: _____ Dan Rogers, Chair
_____ David Maude, Local Trustee
_____ Jeanine Dodds, Local Trustee

Staff Present: _____ Narissa Chadwick, Island Planner
_____ Pat Todd, Recorder

Public: There were approximately fifteen (15) members of the public.

1. CALL TO ORDER

Chair Rogers called the meeting to order at 1:00 pm. He acknowledged that the meeting was being held in traditional territory of the Coast Salish First Nations and noted that Thursday will be the first National Day of Truth and Reconciliation to honour survivors, families and communities and is Orange Shirt Day.

2. APPROVAL OF AGENDA

Add: New Business 13.2 Electric Cars/Charging Stations

By general consent, the agenda was adopted as amended.

3. TOWN HALL AND QUESTIONS

Tim Mackie citing Bylaw 131 questioned public not being allowed to speak at recent Advisory Planning Commission (APC) regarding the Affordable Housing application.

Planner Chadwick clarified that there is no requirement to allow public comment.

Discussion addressed that for this particular application there should be feedback from neighbours and an opportunity to hear from both sides.

Planner Chadwick will speak with the APC Chair prior to next meeting.

Jon Hoff requested results of investigation into his spring going dry, speculating whether new proposed development was a factor.

He also spoke to importance of correspondence being posted to LTC website as there are still a number of letters not posted.

Planner Chadwick reported speaking with hydrologist who did not expect there was a connection and she will forward a copy of report to Mr. Hoff.

It was also reported that there had been a number of staff shifts; a number of letters were uploaded last week; a number of files to be reviewed; and situation is being addressed.

4. COMMUNITY INFORMATION MEETING - none

5. PUBLIC HEARING - none

6. MINUTES

6.1 Local Trust Committee Minutes Dated July 19, 2021

By general consent the Local Trust Committee meeting minutes of July 19, 2021 were adopted.

6.2 Section 26 Resolutions-without-meeting Report Dated September 2021

Received for information.

6.3 Advisory Planning Commission Minutes Dated September 8, 2021

Received for information.

7. BUSINESS ARISING FROM THE MINUTES

7.1 Follow-up Action List Dated September 2021

Planner Chadwick reported that Mayne Island Housing Society (MIHS) housing agreement is with the lawyer who is also writing the covenant.

8. DELEGATIONS - none

9. CORRESPONDENCE

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

10. APPLICATIONS AND REFERRALS

10.1 MA-DVP-2021.1 (Irving)

Planner Chadwick reviewed Advisory Planning Commission (APC) recommendations which support staff recommendations to allow variance for gazebo and not approve for hot tub.

Robert Irving stated that application was not made in response to any complaints.

Discussion addressed length of time items have been on property and that impact on ocean is questionable. Neighbour has rescinded concerns regarding hot tub. Visual impact is minimal.

MA-2021-047

It was **MOVED and SECONDED**,
that the Mayne Island Local Trust
approve issuance of Development Variance Permit application MA-DVP-2021.1
(Irving).

CARRIED

10.2 MA-DVP-2021.4 (Strong)

Discussed application which is to bring an existing small tool shed within
compliance and that there were no complaints received.

MA-2021-048

It was **MOVED and SECONDED**,
that the Mayne Island Local Trust Committee approve issuance of Development
Variance Permit application MA-DVP-2021.4 (Strong).

CARRIED

10.3 MA-TUP-2021.3 (HaQ) - Staff Report

Planner Chadwick reviewed application which is resultant of a Bylaw
Enforcement complaint. APC recommendation is to reduce summer days from
45 to 30.

Discussion regarding management of water usage: can this be addressed in
Temporary Use Permit (TUP), and can number of TUPs within a neighbourhood
be limited by LTC, guidelines for TUPs and consideration of density within
neighbourhoods.

Chair Rogers added that guidelines could be in the form of a Standing
Resolution.

Public raised the following points:

- Concerns regarding impact on commercial operations
- Operation is a bylaw infraction (i.e., illegal)
- Commercial lodgings support community/employment
- Noise/fire risk
- Absent owner raises question of monitoring
- Water usage/demand
- Precedent setting – does next application get approved?
- What tools exist to monitor conditions of TUP

Chair Rogers informed attendees that there is discretion for each application.
Neighbours can provide information as to adherence to conditions which would
also be reviewed if renewal application was made.

MA-2021-049

It was **MOVED and SECONDED**,
that the Mayne Island Local Trust Committee
defer MA-TUP-2021.3 (HaQ) asking staff to give more direction/options
regarding 1. Controls related to water usage, 2. Clarification of on-island
management and 3. Enforcement of conditions of Temporary Use Permit.

CARRIED

10.4 Trust Council Policy Statement Bylaw No. 183 Referral

Chair Rogers updated the LTC: there has not been a first reading of Bylaw, it has been referred to Community agencies and Trustees have met with community members.

Executive Council has approved and there is funding for a Public Engagement Process which is anticipated to occur over the next 4-5 months. LTCs are being asked to identify specific ideas as to design of Public Engagement.

There was discussion as to having a revised Draft prior to community engagement as a number of motions have been identified for amendment.

MA-2021-050

It was **MOVED and SECONDED**,
that the Mayne Island Local Trust Committee
respond to Bylaw No. 183 to state there will not be a response until Public
Engagement Process has been completed.

CARRIED

Points raised for island community:

- Staff present to answer questions/concerns
- Town Hall format

MA-2001-051

It was **MOVED and SECONDED**,
That the Mayne Island Local Trust Committee
request staff attend a half-day presentation of draft policy to address questions
and concerns regarding draft Policy Statement.

CARRIED

10.5 Salt Spring Island Local Trust Committee Referral for Proposed Bylaws No. 504 and 505

MA-2001-052

It was **MOVED and SECONDED**,
that the Mayne Island Local Trust Committee
Interests are not affected by Bylaws No. 504 and 505.

CARRIED

10.6 Salt Spring Island Local Trust Committee Referral for Proposed Bylaws No. 523 and 524

MA-2001-053

It was **MOVED and SECONDED**,
that the Mayne Island Local Trust Committee
interests are not affected by Bylaws No. 523 and 524.

CARRIED

Break 2:38 to 2:55 pm

11. LOCAL TRUST COMMITTEE PROJECTS

11.1 Flexible Housing - Staff Memo

Planner Chadwick spoke to how tiny homes on wheels should not be considered in a flexible housing arrangement as they are very difficult to regulated. . As the building code does not apply to them they should be treated the same way as RVsLTC reviewed a map identifying a pilot site for the flexible housing zoning.

11.2 OCP and LUB Minor Amendments

MA-2001-054

It was **MOVED and SECONDED**,
that the Mayne Island Local Trust Committee
add to the Official Community Plan and the Land Use Bylaws Minor
Amendments project the rezoning of the Mayne Island Brewery to allow for
what is currently contained in the Temporary Use Permit issued in 2020 (MA-
TUP-2020.1.

CARRIED

12. REPORTS

12.1 Work Program Reports

12.1.1 Top Priorities Report Dated September 2021

Planner Chadwick spoke to the Groundwater Sustainability Project. North Pender and Galiano moving has hosted Community Information Meetings. William Shuba will be working on a mapping presentation that can be posted on the IT website. The MI Conservancy has approached the IT to host a presentation.

The LTC is supportive of staff moving forward together with Conservancy to organize a presentation.

12.1.2 Projects List Report Dated Sept 2021 - Received for information.

- 12.2 Applications Report Dated September 2021** – Received for information
- 12.3 Trustee and Local Expense Report Dated July 2021** – Received for information
- 12.4 Adopted Policies and Standing Resolutions** – Received for information
- 12.5 Local Trust Committee Webpage** – will be updated at conclusion of meeting
- 12.6 Chair's Report**

Chair Rogers reported budget cycle is starting and if Trustees have a project requiring more than \$5,000, a proposal must be submitted between December and March to Trust Council. Plans are underway to host meetings through a combination of in-person and Zoom. Howe Sound District has been recognized by the United Nations (UN) as a Biosphere Region which is a wonderful recognition.

12.7 Trustee Report

Trustee Dodds spoke of a busy summer. All islands are experiencing a large turnover of properties, staffing issues and ferry issues. The Health Care Team are under a lot of stress, and at next meeting she will bring a card for LTC to sign in acknowledgement and appreciation of efforts.

Trustee Maude seconded Trustee Dodd's comments. Island has been very lucky.

12.8 Islands Trust Conservancy Report Date August 2021 – Received for information.

13. NEW BUSINESS

13.1 New Fee Bylaw - Request for Decision

Chair Rogers stated that Bylaw is to make application fees more reflective of costs of services for application.

MA-2021-055

It was **MOVED and SECONDED**,
that the Mayne Local Trust Committee
request Staff to draft a new Fee Bylaw based on the model fee bylaw attached
to Trust Council Policy "5.6.1 Application Processing Services."

CARRIED

13.2 Electric Cars/charging stations

Trustee Dodds reported that existent stations require a long charge time and suggested Capital Regional District (CRD) be approached to install a high-speed community charger.

MA-2021-056

It was **MOVED and SECONDED**,
that the Mayne Island Local Trust Committee
ask staff to draft a letter, for Chair Roger's signature, to David Howe, Capital
Regional District, requesting the installation of a community charging station.

CARRIED

14. UPCOMING MEETINGS

14.1 Next Regular Meeting Scheduled for October 25, 2021 at the Agricultural Hall, Mayne Island

15. TOWN HALL - none

16. CLOSED MEETING (Distributed Under Separate Cover)

16.1 Motion to Close Meeting

That the meeting be closed to the public in accordance with the Community Charter, Part 4, Division 3, s. 90(1)(d)(g) for the purpose of considering:

- *Adoption of In-Camera Meeting Minutes Dated July 19, 2021*
- *Request for Legal Action*

AND that the recorder and staff attend the meeting.

16.2 Recall to Order

Chair Rogers recalled the meeting at 4:05 pm.

16.3 Rise and Report

Chair Rogers will report at October 25, 2021 meeting.

17. ADJOURNMENT

By general consent the meeting was adjourned at 4:10 pm.

Dan Rogers, Chair

Certified Correct:

Pat Todd, Recorder



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**MAYNE ISLAND
ADVISORY PLANNING
COMMISSION
RECORD OF MEETING**



Date: Wednesday, September 22, 2021

Location: Mayne Island Community Centre

Members Present: Stephen Cropper, Chair
Ian Birtwell, Vice Chair
Bill Bender
Chris Roehrig
Gordon Miller
Deb Foote

Islands Trust Members: None

Staff Present: Lauren Edwards, Recorder

Members of the Public: Deborah Goldman, Chair, Mayne Island Housing Society
There were approximately 12 members of the public present.

Regrets/Absent: Christie Meers
Aaron Reith

1. CALL TO ORDER

The meeting was called to order at 7:00 pm.

2. Approval of the Agenda

By general consent the agenda was adopted as presented.

3. Approval of the Minutes of APC September 8, 2021

It was moved and seconded,
that the Advisory Planning Commission minutes of September 8, 2021 be adopted as amended.

CARRIED

4. Business Arising from the Minutes – none

5. Referrals

MA-RZ-2020 (MIHS)

- Chair Cropper advised that the purpose of the meeting was to review five topic areas put forward by the Mayne Island Local Trust Committee (LTC) concerning the Mayne Island Housing Society (MIHS) rezoning application and that another meeting is scheduled on October 6th on this matter.
- Chair Cropper advised that although public were present, the policy of the APC is to only hear from the applicant, that members had full access to all material and reports and correspondence as published on the IT website, and that as of today the website is up to date.
- Deborah Goldman, founder and chairperson of the MIHS, addressed the Commission. She provided an overview of the charitable organization, its three-pronged approach to the project, the grant systems available, and the support of elected representatives of the local, provincial and federal governments. She reported on several aspects of the project including research and engagement, specifics about the housing site, efforts made to meet rezoning requirements and response made to concerns from neighbours.

Topic 1. Impacts on neighbours to the west

- It was reported that a site check with staff had been done by all members of the Advisory Planning Commission (APC).
- Discussed the setting of the boundary between lot 1 and 2 and the basis for the building site selection.
- Forest impact was discussed and no concerns were identified.
- Neighbour privacy was discussed and it was determined that rezoning creates greater restrictions and that the area with the most proximity is the driveway. It was noted that MIHS agreed to eight metres setback on the interior lot lines which is an increase to the required three metres for rural interior lot lines.
- Provision of additional buffering at the loop roadway and housing immediately adjacent to the west property line was discussed and it is understood that the applicant will endeavour to augment this, plus efforts to restrict use of the loop road adjacent the boundary to emergency and occasional use only.

Topic 2. Impacts on neighbours to the north

- Discussed water runoff caused by past logging which affects neighbouring properties and the remediation and restoration proposed to address the problem.
- Deborah Goldman reported that the wetland specialist report indicates surface water runoff from Mt. Parke down to Miners Bay, extensive ditching and compacted ground. She reported that the recommendations were to loosen up the hard pack and fill in the trenches which, in time, should reduce the existing water flow impacts on the areas to the north and allow the forested areas in lot 2 to grow together. An existing stream will remain most of the year.

- Deborah Goldman confirmed that permeable surfaces are being considered for the hard surfaces of the building project; and that covenants do not refer specifically to remediation work on lot 2, but there will be no further building on lot 2 and lot 3 is the same.
- The Commission agreed to request more information from the planner regarding covenants and commitments to remediation in order to address restoration and water runoff on lot 2 at the next meeting.

Topic 3. Overall environmental impact

- Noted that the applicant has provided significant environmental related reports, has modified the siting plan to reflect the recommendations, and expressed a commitment to implement the recommendations for remediation of water related issues and preservation of precious habitat.
- The overall environmental impact was discussed and it was determined that the rezoning application presents an opportunity to put in place restrictions and covenants that will ensure that these improvements occur and are lasting.
- Discussed having checks and balances in place and the long term benefits for the land as part of a covenant.

Topic 4. Contribution to community in terms of providing affordable housing

- Deborah Goldman provided specifics regarding a BC Housing mixed funding model that can be applied for. She reported that applicants are eligible if they satisfy the income to rent ratio requirements and that BC Housing vets the applicants. She reported that MIHS uses the affordable housing definition and that rent will increase or decrease based on changes in income.
- Discussion occurred on the issue of housing affordability and the lack of available rentals or dedicated rental zoning on Mayne Island.
- Discussed the housing initiatives currently underway with the Local Trust Committee and the lack of guaranteed and stable long-term rental units not susceptible to owners' changing situations.
- Discussed that this application affords an opportunity to provide permanent rental accommodation as an amenity available to more people, over and above recent initiatives for flexible housing zoning, tiny houses, and secondary suites.
- Chair Cropper requested further discussion on this issue at the next meeting.
- Discussed affordable housing and environmental remediation as community benefits and Islands Trust staff will be asked to provide clarification at the next meeting regarding the community amenity offering which is in the policy document but is not part of rezoning.
- Chair Cropper reported that information regarding covenanting of remediation is outstanding on Lot 2 and that some of the other issues raised require further clarification discussion in order to address the application as a whole. He asked that specific questions be formulated and provided to him to forward to staff.

Topic 5. Traffic impact.

- It was noted that no reports were provided on this issue.
- Deborah Goldman reported that the housing project will have 15 parking spots which includes guests, and that the Ministry of Transportation and Infrastructure indicated there are good sight lines and have no concerns regarding access and egress points. She also reported that the 11-unit Mount Parke site across the street was canvassed and experienced no traffic concerns.
- Discussed signage and the likelihood of a caution sign nearby the proposed CRD trail.

Chair Cropper responded that he would raise some of the issues identified during the meeting with Islands Trust staff and requested that Commission members send him their questions in the next couple of days.

6. Trustees Report - None

7. New Business - None

8. Next Meeting

October 6, 2021 at 7:00 pm at the Mayne Island Community Centre

ADJOURNMENT

By unanimous consent the meeting adjourned at 8:55 pm

Stephen Cropper, Chair

Date

Certified Correct:

Lauren Edwards, Recorder

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COPIED TO	
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☒	LTC
☒	<u>Leg Clerk</u>

**MAYNE ISLAND ADVISORY PLANNING COMMISSION
MEETING MINUTES**

Date: Wednesday, October 6, 2021

Location: Mayne Island Community Centre

Members Present: Stephen Cropper, Chair
Ian Birtwell, Vice Chair
Gordon Miller
Deb Foote
Christie Meers

Islands Trust Members: Jeanine Dodds
David Maude

Staff Present: Lauren Edwards, Recorder

Members of the Public: Deborah Goldman, President, and David Brown, Vice President,
Mayne Island Housing Society
There were approximately 9 members of the public present.

Regrets/Absent: Aaron Reith
Liam Bender
Chris Roehrig

1. CALL TO ORDER

The meeting was called to order at 7:00 pm.

- Chair Cropper remarked that the meeting continues discussions regarding the Mayne Island Housing Society (MIHS) rezoning application.
- Chair Cropper remarked, that at the request of the LTC, time will be provided for neighbours to speak to the five topics under consideration by the APC or to new information not already received by the APC.

DRAFT

2. Approval of the Agenda

By general consent the agenda was adopted as presented.

3. Approval of the Minutes of APC September 22, 2021

It was **MOVED** and **SECONDED**,
that the Mayne Island Advisory Planning Commission minutes of September 22, 2021 be
adopted as amended.

CARRIED

4. Business Arising from the Minutes – none

5. Referrals

MA-RZ-2020.1 (MIHS) Continued from September 22, 2021 meeting

Public Comments

- A 47-year resident of Maple Drive referenced correspondence that 20 of the 22 neighbours signed. She commented that water run-off from Mount Parke affects three neighbours; that the area is a major wetland and aquifer; that properties in the area have relied on wells for years; and the objection is to the installation of 10 units of housing and 21 parking spaces on a wetland and eco system.
- A neighbor on Village Bay Road west of the site commented that they wrote eight letters to the LTC, read all the reports and showed members around her property and is willing to do so with APC members as well. She commented that she does not think cluster housing fits Mayne Island; that the rural zone should remain intact to protect the aquifer and environmental values; and that if approved in the current location, the site plan should be adjusted for buffer zone between rural boundaries.
- A Maple Drive neighbor commented that her major concern is that surface water runoff will directly affect her property. She saw this occur after the 1998 logging. She commented that it appears that a quarter of the project's property will be covered by hard surface and does not believe it can be guaranteed that her property will not be negatively impacted by surface water run-off.
- The Village Bay Road neighbor west of the site provided further comment indicating that their property was heavily logged in 2000 and that Maple Drive neighbours have reported how different the water was after the logging. He reported that they have spent eight years working on the property to let the forest grow back and is working with the Conservancy to identify protection zones. He commented that the water cannot be controlled without the forest to regulate and he is glad that the Housing Society will take over this responsibility.

- A Maple Drive resident commented that when Village Bay Road area was logged, a foot of water flooded the basement. She commented any logging on the building site will create a problem for neighbours.

Topic 1. Impacts on neighbours to the west

- Chair Cropper enquired on the agricultural use of a neighbouring property and the owner advised that Mayne Island and Islands Trust want regenerative small farms which build back soil, restore eco systems and afford a higher level of environmental protection.
- It was commented that removal of trees at the building site might reduce shade to the agricultural area that help with water issues; and that there is no certainty as to what neighbours may choose to do with their trees.
- Discussed privacy and it was noted that the buffer zone was shifted from three metres to eight metres and there is potential for both parties to create some buffering.
- In response to a question, David Brown advised that MIHS is open to changes at the detail design stage after the zoning is approved and will take into consideration suggestions to refine the plans for the loop road that are acceptable to both parties.
- In response to a question regarding adjusting the boundary line between lots 2 and 3, Trustee Dodds advised that the APC communicate their suggestions or questions to the LTC.
- One property owner commented that MIHS seemed unwilling to understand what he is trying to accomplish on his property and will not tour his property nor invite him to tour theirs.

Topic 2. Impacts on neighbours to the north

- Deborah Goldman reported that water runoff information is well explained in the wetlands report and that areas without buildings will have land remediation.
- Deborah Goldman reported that much of the area is so compacted that there is no absorbability. She reported that one ditch from the spring will remain and others will be filled in and that the logging road will be remediated.
- Discussed the need for covenant conditions to address water conservation on lots 1 and 2 as they will affect lot 3; and, that further building on lot 3 could be controlled through a covenant while other sites are left to remediation.

Topic 3. Overall environmental impact

- Discussed the need for remediation work with no clearing of the undeveloped areas of the property and that land permeability is a goal of MIHS.
- It was noted that it may take 5 to 10 years to see results from remediation and forestation.
- Deborah Goldman reported that MIHS was advised by the architect and engineer not to have a gravel roadway and that water runoff in that area will be directed into ponds for irrigation and firefighting.

Topic 4. Contribution to community in terms of providing affordable housing

- Deborah Goldman provided details on one BC Housing model: 70% would apply through the website for BC Housing to match them with availability; the low market 30% could apply either through BC Housing or MIHS.

- Deborah Goldman reported that there are currently 36 applicants for 10 units; that priority is for Mayne Islanders; that MIHS can go off island to have the operational costs covered if there is availability but no suitable applicant; and that there will be policy and agreement to detail who is eligible.
- Comments were made that the BC Housing funding model and mixed rental model is for low to moderate income earners and that their guidelines can fit with small communities.
- Discussed generally the need for housing availability, current LTC housing initiatives and housing impacts to businesses and services.

Topic 5. Traffic impact.

- Discussed and no issues noted.

Commissioners agreed that discussion, reports, documents and input from the public and neighbours should be considered in developing recommendations for the LTC.

6. Trustees Report

- Trustee Maude expressed appreciation for the work of the APC and encouraged the Commission to take the necessary time to develop meaningful recommendations on the MIHS topics.
- Trustee Maude reported that the LTC is considering the issue of short-term vacation rentals (STVRs) on Mayne Island and expects that the road forward will be an outcome of discussion at the next meeting.

7. New Business - None

8. Next Meeting

Wednesday, October 13, 2021 at 7:00 pm.

ADJOURNMENT

By unanimous consent the meeting adjourned at 8:45 pm

Stephen Cropper, Chair

Date

Certified Correct:

Lauren Edwards, Recorder

Follow Up Action Report

Mayne Island

21-Jun-2021

Activity	Responsibility	Dates	Status
1 9.1 Trustee Maude to draft response to South Gulf Islands Wayfinding and forward to staff for distribution		Target: 30-Jun-2021	In Progress

27-Sep-2021

Activity	Responsibility	Dates	Status
1 6.1 Minutes - Minutes of July 19.2021 adopted as amended.	Jas Chonk Robin Ellchuk	Target: 08-Oct-2021	Completed
2 10.1 MA-DVP-2021.1 (Irving) - Approve variance as drafted	Jas Chonk Phil Testemale	Target: 04-Oct-2021	Completed
3 10.2 MA-DVP-2021.4 (Strong) - DVP approved	Jas Chonk Phil Testemale	Target: 04-Oct-2021	Completed
4 10.3 MA-TUP-2021.3 (Haq) - Forward to future meeting to include information related to limiting water consumption (role of improvement districts), enforcement and clarification on signage.	Narrisa Chadwick Phil Testemale	Target: 10-Nov-2021	Completed
5 10.4 Trust Council Policy Statement - 1. Respond after engagement process has been completed 2. Community half day workshop with IT staff available	Gillian Nicol Narrisa Chadwick	Target: 10-Feb-2021	In Progress
6 10.5 SSI Bylaw 504/505 - Interests not effected	Jas Chonk	Target: 04-Oct-2021	Completed

Follow Up Action Report

Mayne Island

27-Sep-2021

Activity	Responsibility	Dates	Status
7 10.6 SSI Bylaw 523/524 - Interests not effected	Jas Chonk	Target: 04-Oct-2021	Completed
8 11.2 Add Brewery to LUB/OCP review. Provide special purpose zoning focusing on First Nations education and engagement for Felix Jack park.	Narrisa Chadwick	Target: 08-Oct-2021	In Progress
9 12.2 MA-RZ-2020.1 (MIHS) - William to send John Hoff email identifying that pump test was likely not the source of his well running dry.	Narrisa Chadwick William Shulba	Target: 15-Oct-2021	In Progress
10 12.1.2 Arrange for Mayne Island Conservancy to organize Groundwater Presentation	Narrisa Chadwick	Target: 28-Sep-2021	Completed
11 13.1 Draft new model fee bylaw	Robert Kojima	Target: 08-Oct-2021	In Progress
12 13.2 Chair to write letter to CRD regarding need for Electric Vehicle fast charging station on Mayne. Staff to send.	Jas Chonk Narrisa Chadwick Robin Ellchuk	Target: 07-Oct-2021	Completed



To: Honourable Katrine Conroy
Minister of Forests, Lands, Natural Resource Operations and Rural Development

RE: Urgent Action Requested to Stop Loss of Ecosystem Integrity and Resilience due to Overabundant Deer Populations on Mayne Island.

The Mayne Island Conservancy Board is sending this letter to you to express its concern for the significant damages to Mayne Island's ecosystems due to overabundant deer populations and the lack of recognition of the significance of this ecological crisis. This problem has been magnified by the escape of invasive Fallow Deer from a commercial enterprise in the 1990's, and the failure of the provincial government to take concerted action early to prevent the subsequent problems. The Conservancy feels that urgent, sustained, and meaningful action is required to solve this issue that is directly affecting, as well as compounding, the effects of other stressors at many levels by:

- increasing impact on many sensitive habitats, plant species, and successional processes in our parks, protected areas, and unfenced forest lands;
- threatening the viability of the rare and endangered Coastal Douglas-fir and associated ecosystems on Mayne Island;
- adding to ecosystem stress that is also accelerating due to impacts of the climate emergency;
- retarding the achievement of local and regional food security due to the higher costs of crop protection;
- increasing the amount of time, effort, and costs incurred by the Conservancy to protect and restore Mayne Island terrestrial environments and thus limits the impact of available resources for habitat restoration;
- native Blacktail Deer overpopulation, which is causing dramatic degradation to native plant communities, ecological processes, forest succession, and affecting all trophic levels through loss of structural habitat and food resources; and,
- exotic Fallow Deer introduction in the 1990's has compounded the environmental impacts of Blacktail Deer overpopulation by adding additional, and more intensive, browse pressure.

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In addition, the Coastal Douglas-fir ecosystem is ranked as at risk both globally and provincially and as such is a high priority for protection. The multiagency, cross government Coastal Douglas Fir and Associated Ecosystems Strategy (CDFAE) has as one of its stated goals that:

Additional protection and stewardship of CDFAE is secured.

For our part, the Mayne Island Conservancy has created robust programs to contribute to the goals of the Coastal Douglas Fir and Associate Ecosystems Conservation Strategy (CDFAE) and to implement its mission to conserve Mayne Island ecosystems for future generations. In doing so, it has had to, in many cases, incur additional costs and resources to protect restored areas from excessive deer browse using fencing. The Conservancy further recognises that there have been community efforts to raise the issue with the regional and provincial governments and these efforts have led to the implementation of special shooting permits and more recently removal of the hunting ban. However, from the perspective of protecting and sustaining an endangered ecological forest community and designing and applying recovery measures in support of the CDFAE goals, we are not seeing the kinds of improvements in the timeframe needed to attain and sustain the full range of CDF and associated ecosystems found on Mayne Island. The status quo is not working. None of the efforts to date have been based on any reasonable estimates of population size, distribution, or partition between the native and introduced exotic. As such, there are no measures of the efficacy of the efforts at a population level or geographic scale. These are crucial foundations to any future evidence-based plans to deal with the problem at the population level.

It is the opinion of the Mayne Island Conservancy Board that it is both a fiduciary and stewardship responsibility of the Provincial Government to both protect provincially designated ecosystems at risk, and to apply rigorous methods to reduce or eliminate human-caused threats to those ecosystems. It is also felt that this responsibility extends to funding and implementing sustained, evidence-based solutions to deer overpopulations. With respect to the impacts of the exotic Fallow Deer, these could have been avoided if the Province of BC had taken timely and appropriate action at the time of introduction, and they must now take urgent action to solve what has become a vastly more complex (i.e. sightings of Fallow Deer on adjacent islands) and divisive problem.

In closing, you should be aware that the Mayne Island Conservancy currently operates a native plant nursery using local sources of seed and plant stock. The plants produced are being used for all our restoration projects on Mayne Island. As well, the Conservancy has the capacity, with appropriate funding, to undertake the necessary studies to determine deer populations and distributions as contributions to a long-term solution to this threat.

Page 2 of 3



We look forward to your timely response and action on this issue.

Regards

Malcolm Inglis
President, Mayne Island Conservancy Society

c.c. Honourable John Horgan, Premier
 Honourable George Heyman, Minister of Environment and Climate Change Strategy
 Honourable Lana Popham, Minister of Agriculture, Food and Fisheries
 Adam Olsen, MLA, Saanich North and the Islands
 Peter Luckham, Chair, Islands Trust Council
 Jeanine Dodds, Trustee for Mayne Island
 David Maude, Trustee for Mayne Island
 David Howe, Director, Southern Gulf Island Electoral Area

Page 3 of 3

File No.: MA-DVP-2021.5
(Hollingshead)

DATE OF MEETING: October 25, 2021
TO: Mayne Island Local Trust Committee
FROM: Narissa Chadwick, Island Planner
Southern Team
COPY: Robert Kojima, Regional Planning Manager
SUBJECT: Report subject: Development Permit Application
Applicant: Bruce Hollingshead
Location: 183 Mariners Way, Mayne Island

RECOMMENDATION

1. That the Mayne Island Local Trust Committee amend Development Variance Permit MA-DVP-2021.5 (Hollingshead) by removing “and the extension” from 2a, and by removing notations on Schedule ‘A’ accordingly; and,
2. That the Mayne Island Local Trust Committee approve issuance of Development Variance Permit application MA-DVP-2021.5 (Hollingshead)

REPORT SUMMARY

The purpose of this report is to consider a Development Variance Permit. The variance is for the siting and extension of an existing **accessory structure** footprint to facilitate the replacement of the older shed with a newer one on the subject property.

RATIONAL FOR VARIANCE

Granting the variance will:

- Retroactively permit the current siting.
- Permit the extension of the footprint of an accessory structure within the front lot setback.
- Bring the property in compliance with the Land Use Bylaw.

BACKGROUND

The applicant is interested in replacing a boat shed that existed prior to the purchase of the property with a larger boat shed in the same location. The existing boat shed is located inside the front lot setback and across the property line.

The permit would vary the front lot setback as follows:

- a) Article 5.1 (8) (a) which states that minimum setback for any building or structure is 8 metres (26 feet) from any front or rear lot line is varied to permit the siting and the extension of an existing accessory building (boat shed) within 0 metres (0 feet) of a front lot line.

The development shall be consistent with Schedule A of the Development Variance Permit (Attachment 4).

The subject property is located at 183 Mariners Way. The property contains a single family dwelling, carport and woodshed. The year of construction of the boat shed is unknown. The dimensions of the existing boat shed are 11.25 feet wide x 18 feet long x 12.4 feet tall. The proposed footprint size of the new shed, as identified in Attachment 2, is 14 feet wide x 36 feet long x 11 feet tall. The proposed placement of the new shed will require three mature trees (Arbutus and Cedar) to be removed along with additional vegetation.

As indicated in the photos in Attachment 2, the location of the boat shed is on a flat portion of land. The driveway travels down away from this location to a lower area where the dwelling and carport are located.

As location of the shed extends beyond the property line into the Provincial Ministry of Transportation right-of-way the applicant applied for, and was granted, permission for the use of the highway right of way. The MOTI permit allows the applicant to:

“use and maintain the boat shed structure at 183 Mariner’s Way, Mayne Island, in so far as it relates to the use of that portion (the “Encroachment Area”) of the public highway, described as and located at 183 Mariner’s Way, as shown on the plan prepared by Wey Mayenburg Land Surveying Inc. certified correct on the April 28, 2021, attached hereto as Schedule A. The structure is part of a legal lot described as Lot 137, Section 6, Mayne Island, Cowichan District, Plan 23981 (the “Property”) adjacent to the Encroachment Area”.

A copy of the Notice and proposed permit MA-DVP-2021.5 (Hollingshead) are Attachments 3 & 4.

Staff visited the subject property on August 19, 2021.

Figure 1- Subject Property

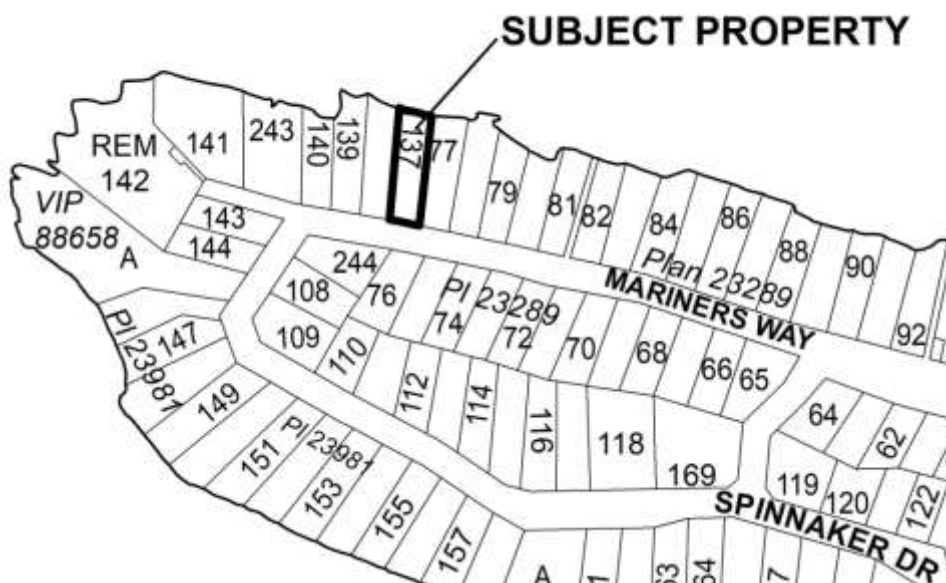
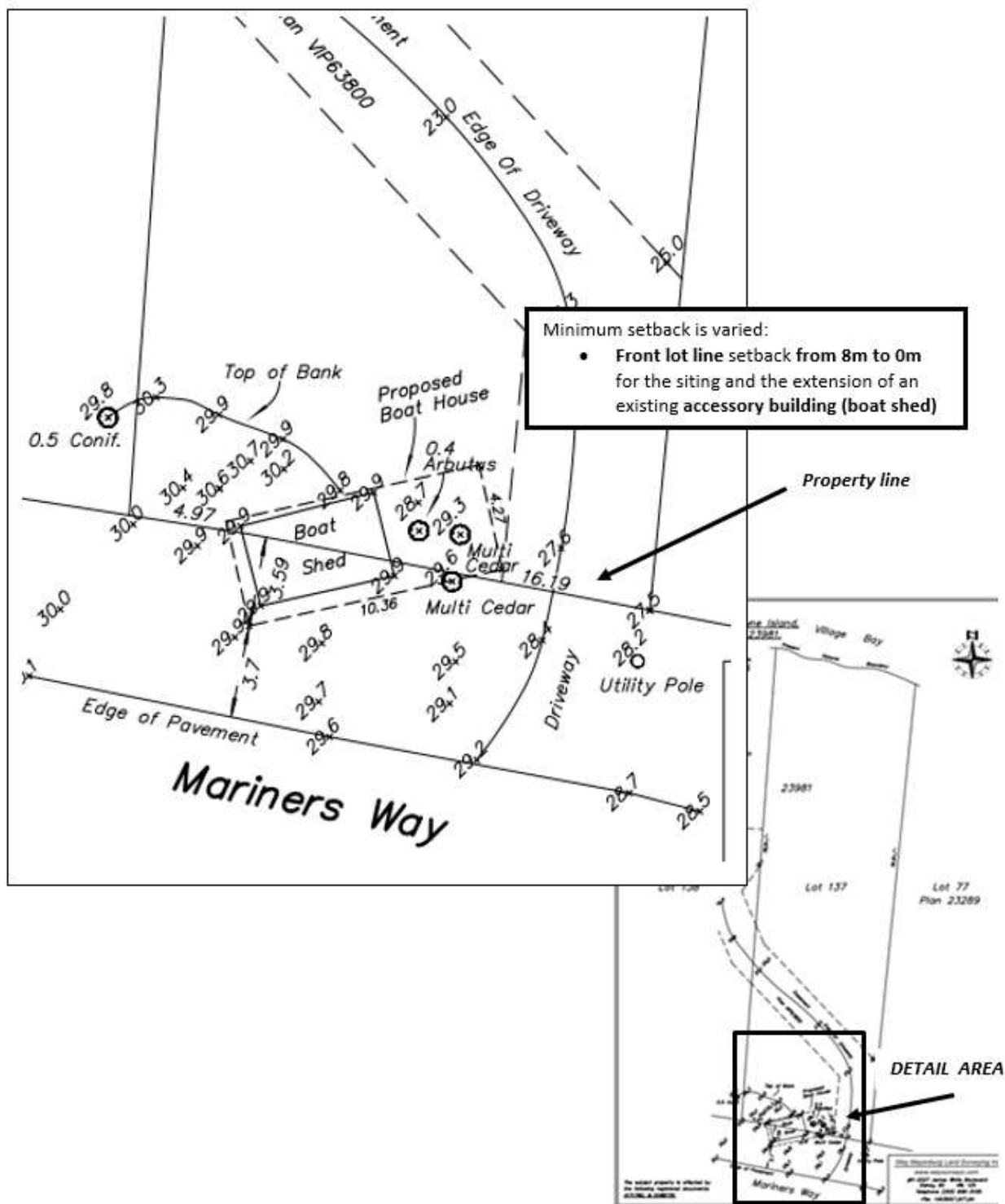


Figure 2- Site Plan



ANALYSIS

Official Community Plan:

The property is designated as **Settlement Residential (SR)** in the Mayne Land Use Official Community Plan (OCP) No. 144. There are no **Development Permit Areas** designated on the subject property.

Land Use Bylaw:

The property is zoned **Settlement Residential (SR)** in the Mayne Land Use Bylaw No. 146. If granted, the siting variances for the accessory building would bring it into compliance with the LUB.

Issues and Opportunities

Impacts on Neighbouring Properties

The neighbour most impacted by the proposed variance would be the adjacent property to the west. As the shed location is elevated and at a distance from the dwelling on this property impact related to general use would be considered minor if this variance is granted. However, the removal of trees and vegetation to support the expansion of the boat shed footprint, as well as the new structure being larger, will increase visual impact on the neighbourhood.

Site Impacts

The footprint of the existing boat shed has minimal impact as the area it is situated on is disturbed and the shed is hidden on one side by trees and vegetation. The proposed extension of the boat shed's footprint would require the removal of three mature trees (arbutus and cedar) as well as additional vegetation. In addition to environmental impact there could be stormwater runoff issues related to the removal of vegetation and disruption of soil in this area.

Intent of the Regulation being Varied

The overall purpose of siting regulations are to minimize impacts on adjacent properties related to:

- Limiting the visual impact of development on adjacent properties. Establishing a consistent development pattern within a local area.
- Protection of views, scenic areas and distinctive features contributing to the overall visual quality and scenic value of the Trust Area.
- Maintaining a rural character.
- Establishing certainty with respect to residential development by maintaining consistent height and siting regulations

Potential Impacts of Granting the Variance

Granting a variance can potentially create an expectation in the community with regard to future applications. In this case the neighbours to the west, who have a similar structure with similar siting may also be interested in applying for a development variance.

As variances consider the unique circumstances pertaining to a particular situation that may warrant the relaxation of a specific zoning regulation each application should be evaluated on its own merits.

Consultation

DVP Notices were circulated to surrounding property owners and residents. The notification period ended at 4:30 pm on October 19, 2021,

At the time of writing, staff have received no submissions in response to notification. Any submissions received prior to the LTC meeting will be forwarded to Trustees and reported at the meeting.

First Nations

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

Rationale for Recommendation

- Given slope and limited building area on the lot there is no other practical location for the boat shed.
- The boat shed existed prior to the applicant purchasing the property and appears to have been in place for a long time period.
- The location of the existing shed does not appear to have direct impact on neighbours.
- The expansion of the footprint of the boat shed will require the removal of mature trees as well as other vegetation resulting in environmental impact as well as visual impact (Currently the shed cannot be seen when traveling westward on the road).

ALTERNATIVES

1. Request further information

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

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

2. Approve the variance as drafted

The LTC may approve the DVP as drafted and circulated for notification.

That the Mayne Island Local Trust Committee approve issuance of Development Variance Permit application MA-DVP-2021.5 (Hollingshead).

3. Deny the application

The LTC may deny the application. If this alternative is selected, the LTC should state the reasons for denial.

That the Mayne Island Local Trust Committee deny application MA-DVP-2021.5 (Hollingshead) for the following reasons _____.

NEXT STEPS

- If the application is approved as recommended on page 1, the applicant will be issued a development variance permit as amended.
- If the application is approved as submitted, the applicant would be issued with the drafted development variance permit
- If the application is denied the owner will be required to remove the accessory structure under a compliance agreement within a reasonable timeframe or apply to the Board of Variance.

Submitted By:	Narissa Chadwick, Island Planner	October 14, 2021
Concurrence:	Robert Kojima, Regional Planning Manager	October 14, 2021

ATTACHMENTS

1. Site Context
2. Maps, Plans, Photographs
3. Notice
4. Draft Development Variance Permit MA-DVP-2021.5 (as circulated)

ATTACHMENT 1 – SITE CONTEXT

LOCATION

Legal Description	Lot 137, Section 6, Mayne Island, Cowichan District, Plan 23981
PID	002-943-255
Civic Address	183 Mariners Way, Mayne Island BC, V0N 2J2

LAND USE

Current Land Use	Residential (Settlement Residential)
Surrounding Land Use	Residential (Settlement Residential) and Water Moorage

HISTORICAL ACTIVITY

File No.	Purpose
MA-DVP-2014.1	Development variance application to build a deck within a setback.

POLICY/REGULATORY

Official Community Plan Designations	The property is designated Settlement Residential (SR) in the Mayne Island Official Community Plan No. 144, 2007 (OCP) There are no designated Development Permit Areas (DPAs) on the subject property.
Land Use Bylaw	The property is zoned as Settlement Residential (SR) in the Mayne Island Land Use Bylaw No. 146, 2008 (LUB).
Other Regulations	N/A
Covenants	417178G, RESTRICTIVE COVENANT 1971-04-28. SEE 73181W, EK88735, EASEMENT, 1996-08-12, PART IN PLAN VIP63800 APPURTENANT TO LOT 138 PLAN, 23981
Bylaw Enforcement	N/A

SITE INFLUENCES

Islands Trust Conservancy	This application has no considerations for the Islands Trust Conservancy.
Regional Conservation Strategy	This application has no considerations for the Regional Conservation Plan.
Species at Risk	None listed on TAPIS
Sensitive Ecosystems	None listed on TAPIS
Hazard Areas	Low and moderate slope identified in Attachment 2
Archaeological Sites	Remote Access to Archaeological Data (RAAD) information indicates areas of potential archeological interest on the property. The applicant has been sent the Islands Trust Chance Find Protocol and provincial guidance. Archaeological material is protected under the Heritage Conservation Act. If such material is encountered during development, all work should cease and Archaeology Branch should be contacted immediately as a Heritage

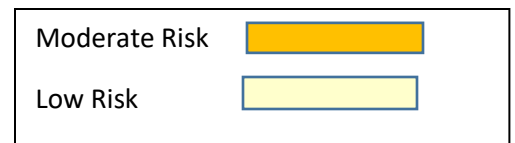
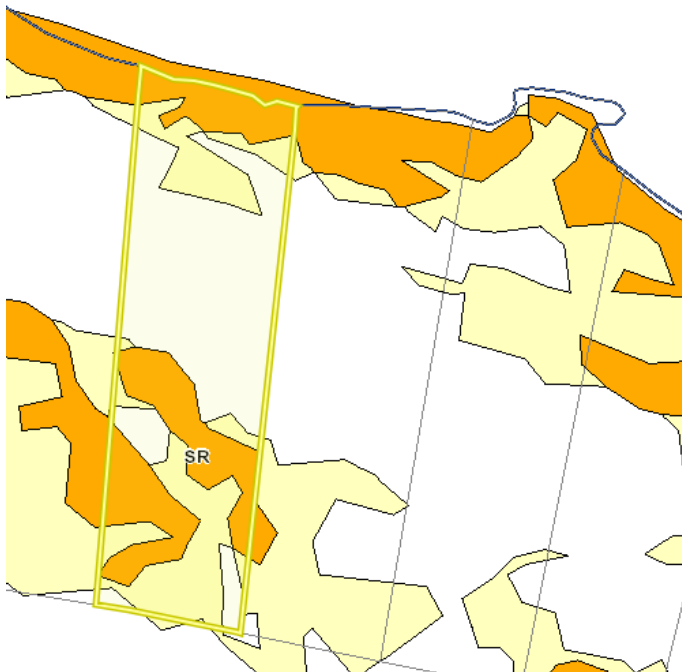
	Conservation Act permit may be needed before further development is undertaken. This may involve the need to hire a qualified archaeologist to monitor the work.
Climate Change Adaptation and Mitigation	A number of trees would need to be removed if the boat shed is to be expanded. Trees act as a carbon sink. Tree removal can reduce the ability of the ground to absorb rainwater.

ATTACHMENT 2 – MAPS, PLANS, DRAWINGS, PHOTOGRAPHS

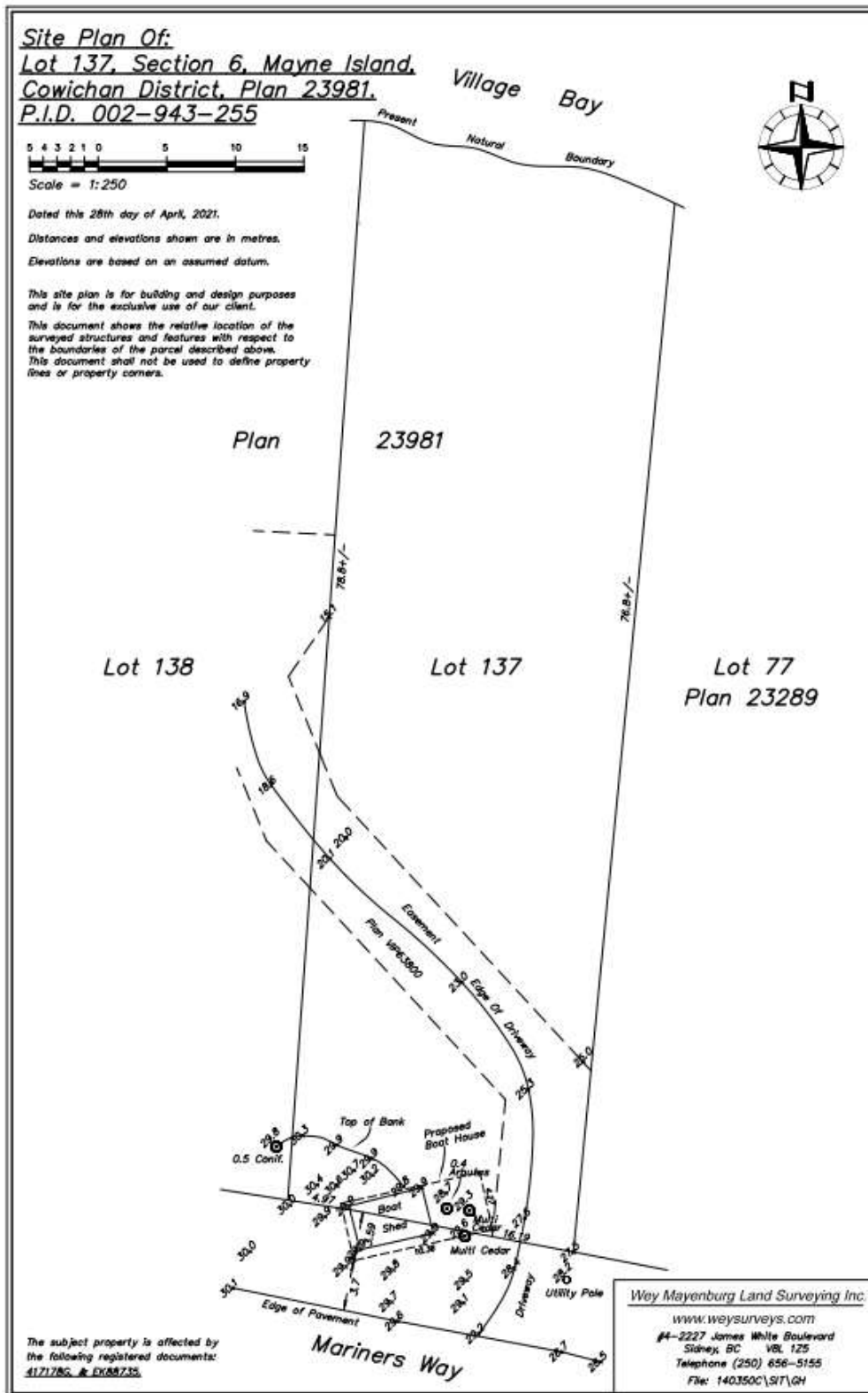
2.1 ORTHOPHOTO & ZONING



2.2 STEEP SLOPE MAPPING



2.3 SURVEY PLAN



Hand-drawn site plan of a property. The plan shows topographic contours with elevations ranging from 25.0 to 30.8. A driveway is shown on the right side, with a dashed line indicating the 'Edge Of Driveway'. A red line is drawn across the plan, with an arrow pointing to it from the label 'Property Line'. Various structures and features are labeled, including 'Proposed Boat House', 'Boat Shed', 'Utility Pole', and 'Mature Trees'. The plan also shows 'Mariners Way' at the bottom and 'Edge of Pavement' on the left. Other labels include 'Top of Bank', '0.5 Conif.', '0.4 Arbutus', 'Multi Cedar', and '28.2'.

2.4 PHOTOGRAPHS

View of Shed from the road



Side of shed and mature cedar



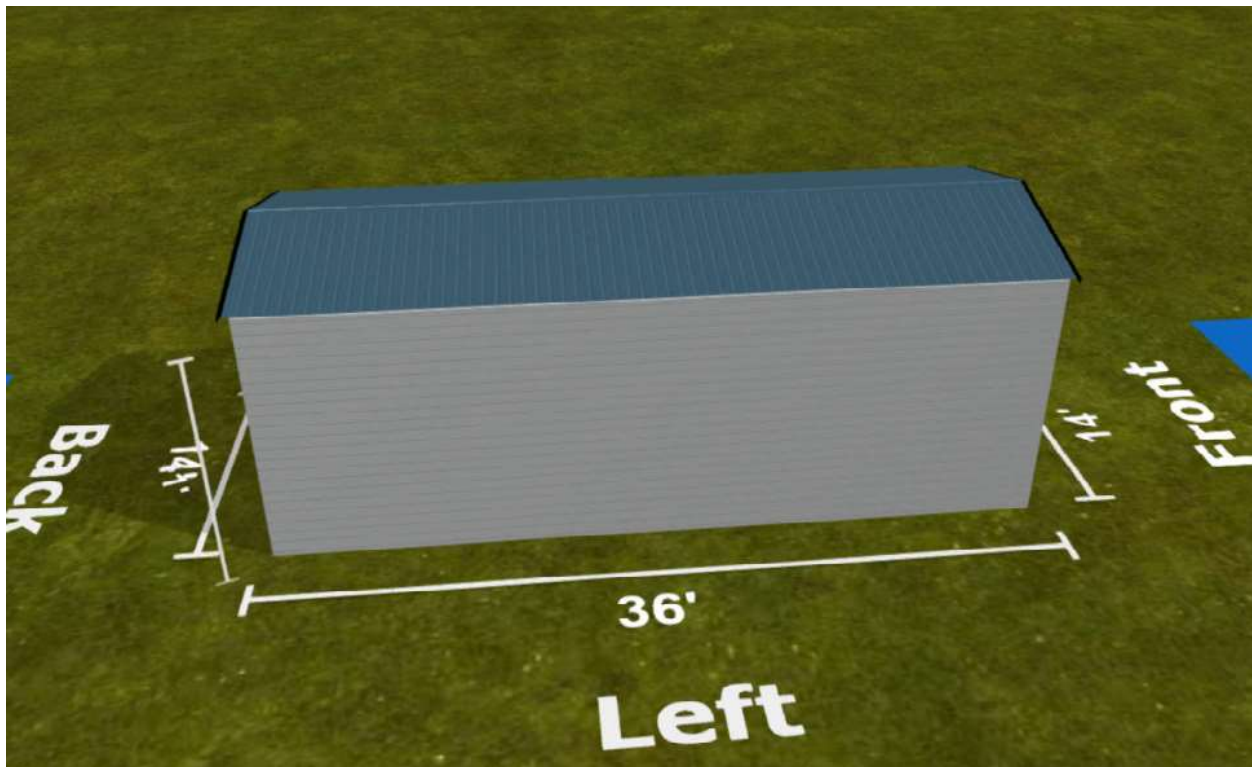
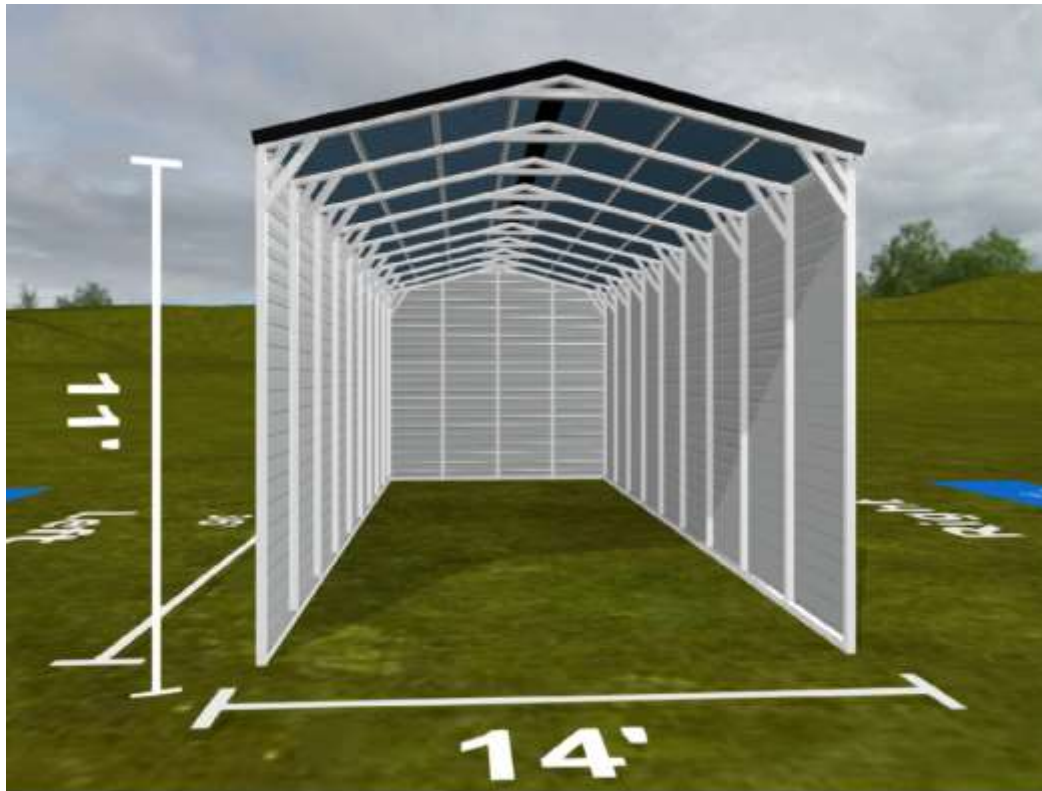
Front of shed



View through shed to mature arbutus



2.5 DIMENSIONS OF PROPOSED NEW BOAT SHED



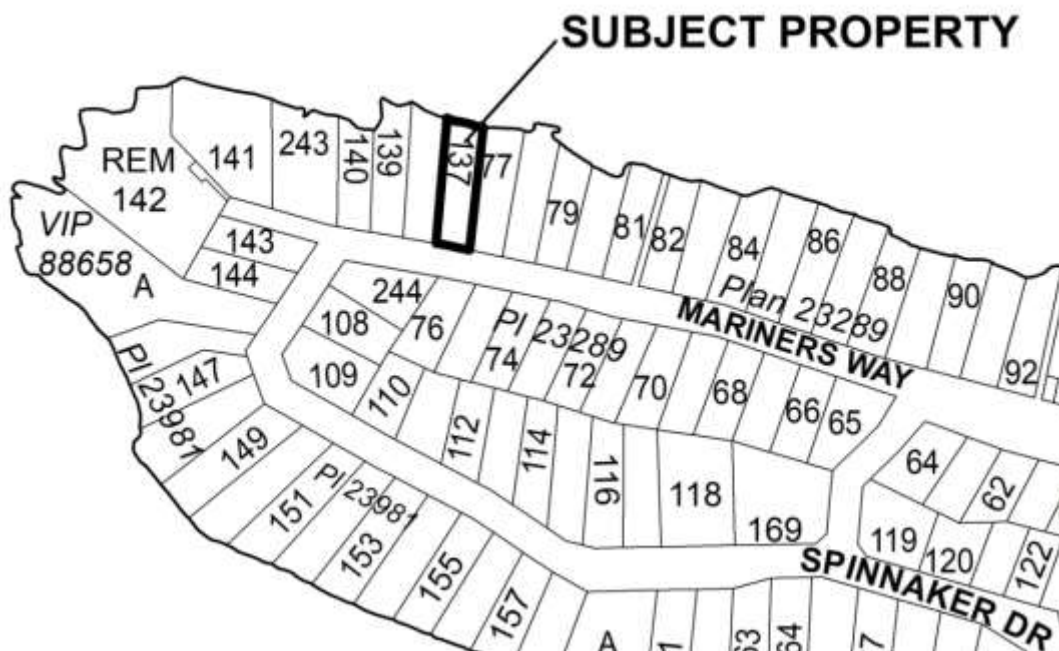
NOTICE
MA-DVP-2021.5
MAYNE ISLAND LOCAL TRUST COMMITTEE

NOTICE is hereby given pursuant to Section 499 of the *Local Government Act* that the Mayne Island Local Trust Committee will be considering a resolution allowing for the issuance of a Development Variance Permit. The proposed permit would vary the Mayne Island Land Use Bylaw No. 146 as follows:

- A variance to reduce the front lot line set back from 8 metres (26 feet) to 0 metres (0 feet) to permit the siting and the extension of an existing accessory building (boat shed), as shown on the attached, proposed permit.

The property is located at **183 Mariners Way** and is legally described as Lot 137, Section 6, Mayne Island, Cowichan District, Plan 23981 (PID 002-943-255).

The general location of the subject property is shown on the following sketch:





**MAYNE ISLAND LOCAL TRUST COMMITTEE
DEVELOPMENT VARIANCE PERMIT
MA-DVP-2021.5**

To: Bruce Hollingshead

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

Lot 137, Section 6, Mayne Island, Cowichan District, Plan 23981
PID (002-943-255)

2. Mayne Island Land Use Bylaw 146, 2008 is varied as follows:

- a) Article 5.1 (8) (a) which states that minimum setback for any building or structure is 8 metres (26 feet) from any front or rear lot line is varied to permit the siting and the extension of an existing accessory building (boat shed) within 0 metres (0 feet) of a front lot line.

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

3. This permit is not a building permit and does not remove any obligation on the part of the permittee to comply with all other requirements of "Mayne Island Land Use Bylaw No. 146, 2008" and to obtain other approvals necessary for completion of the proposed development, including approval of the Capital Regional District and Ministry of Transportation and Infrastructure.

AUTHORIZING RESOLUTION PASSED BY THE MAYNE ISLAND LOCAL TRUST COMMITTEE THIS ##TH DAY OF XXXX, 2021.

Deputy Secretary, Islands Trust

Date of Issuance

IF THE DEVELOPMENT DESCRIBED HEREIN IS NOT COMMENCED BY THE ##TH DAY OF MONTH, 2023, THIS PERMIT AUTOMATICALLY LAPSES.



File No.: MA-DVP-2021.7 (CRD)
MA-DP-2020.1
MA-BE-2021.1

DATE OF MEETING: October 25, 2021
TO: Mayne Island Local Trust Committee
FROM: Phil Testemale, Planner 2
Southern Team
COPY: Narissa Chadwick, Island Planner
SUBJECT: Development Variance Permit Application
Applicant: CRD c/o Dale Puskas
Location: Anson Road Right-of-Way

RECOMMENDATION

1. That the Mayne Island Local Trust Committee approve issuance of Development Variance Permit application MA-DVP-2021.7 (CRD).

REPORT SUMMARY

The purpose of the report is to consider a Development Variance Permit. The siting variances are for a recently constructed **structure (retaining wall)** on the public road right-of-way (RoW) under Licence of Occupation to the Capital Regional District (CRD).

RATIONALE FOR VARIANCE

- Granting the variance would bring the road right-of way area into compliance with the Land Use Bylaw.
- The as-built location is constrained by parking requirements, minimum road and manoeuvring standards, and the need to maintain access to neighboring properties.

BACKGROUND

The application is the result of a Bylaw Compliance and Enforcement action (MA-BE-2021.1) for the construction of the retaining wall within the required 7.5 metre setback from the natural boundary of the sea (NBS). That enforcement action was initiated in January of 2021 after reported concerns about potential impacts of construction on the natural environment, particularly on the adjacent (downstream) foreshore and marine environment.

The purpose of the application is to bring the area into compliance with the Land Use Bylaw, (LUB). Specifically, the application is to vary the **setback from the natural boundary of the sea (NBS)** in the **General Regulations** of the Mayne Land Use Bylaw No. 119, 2018 (LUB) as shown in Figure 2 and as follows:

- a) Subsection 3.3 (3) which states that no building or structure may be constructed, reconstructed, moved, extended or located within 7.5 metres (25 feet) of the natural boundary is varied to permit an existing structure (retaining wall and railing) within 3.75 metres (12.3 feet) of the natural boundary of the sea.

The development of the dock facility including the subject RoW area and the adjacent water lot (DL2070) was the subject of a rezoning and OCP amendment application in 2015.

A Development Permit (MA-DP-2020.1) that was issued on October 9, 2021 (Attachment 3) for the dock. The staff report for that application is available as a part of the September 28, 2020 LTC Regular Meeting agenda package: <https://islandstrust.bc.ca/document/mayne-ltc-regular-meeting-agenda-5/>. The staff report identified that the proposed location of the retaining wall did not meet the setback from the NBS and that it would need to either be constructed to conform or a variance must be obtained.

There is no development permit area designated over the RoW, and the applicant did not require LTC approvals for works in the area. The CRD's requirements for the construction include adherence to the recommendations and Best Management Practices (BMP) in an Environmental Impact Assessment (EIA).

The sequence of development planned by the CRD is to first complete the development of the upland parking areas (15 stalls), road access and a pit toilet washroom. With the exception of landscaping and planting, the upland works are now complete (Attachments 2.6 to 2.8). CRD staff anticipate planting to begin in November and the installation of the dock facilities are to take place during the next DFO winter window (December 1 to February 15). The floats, fingers, and gangway are currently being constructed at a contractor's yard.

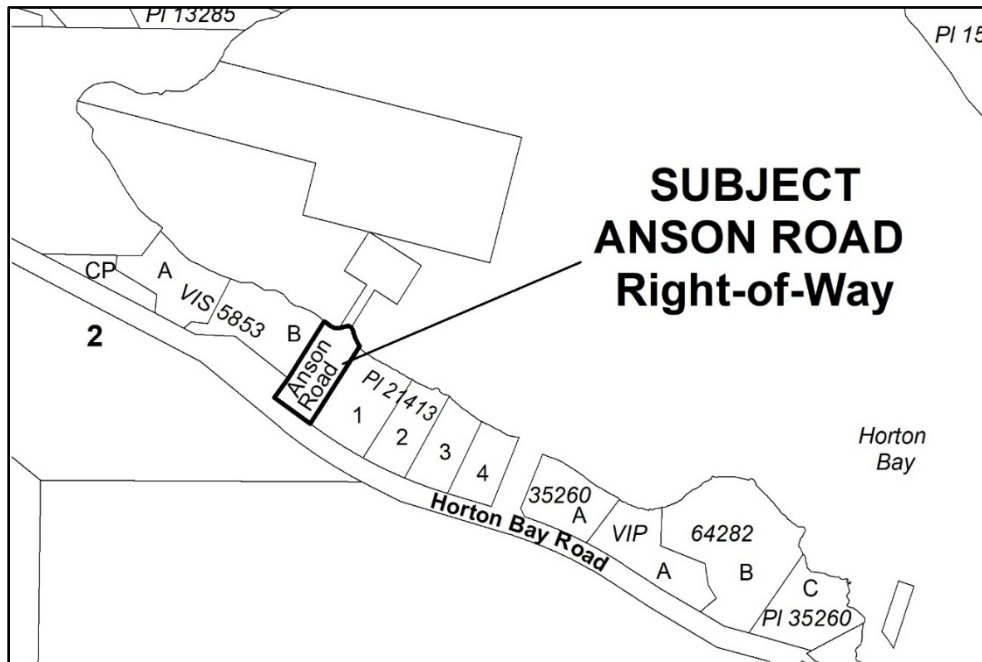
As indicated in the circled area of Figure 2, the as-built location of the eastern portion of the retaining wall was moved back approximately 4.0 metres from the original proposed location. However, numerous constraints discussed in 'Rationale' (below) limited the ability to move the remaining portions of the structure any further away from the NBS.

The alternatives for the applicant if the variance is not granted are to either to apply to the Board of Variance, or alter/remove the structure to comply with the setbacks.

A copy of the Notice and proposed permit MA-DVP-2021.7 (CRD) are Attachments 5 & 6.

Staff have visited the subject property numerous times through 2020 and 2021.

Figure 1 – Subject RoW Area



ANALYSIS

Policy/Regulatory

Official Community Plan:

The RoW area is designated as **PS - Public Service** in the Mayne Land Use Official Community Plan (OCP) No. 144. There are no **Development Permit Areas** designated on the subject RoW area. As above, the adjacent water lot (DL 2070) is designated in the **Marine Development Permit Area** (Attachment 2.4)

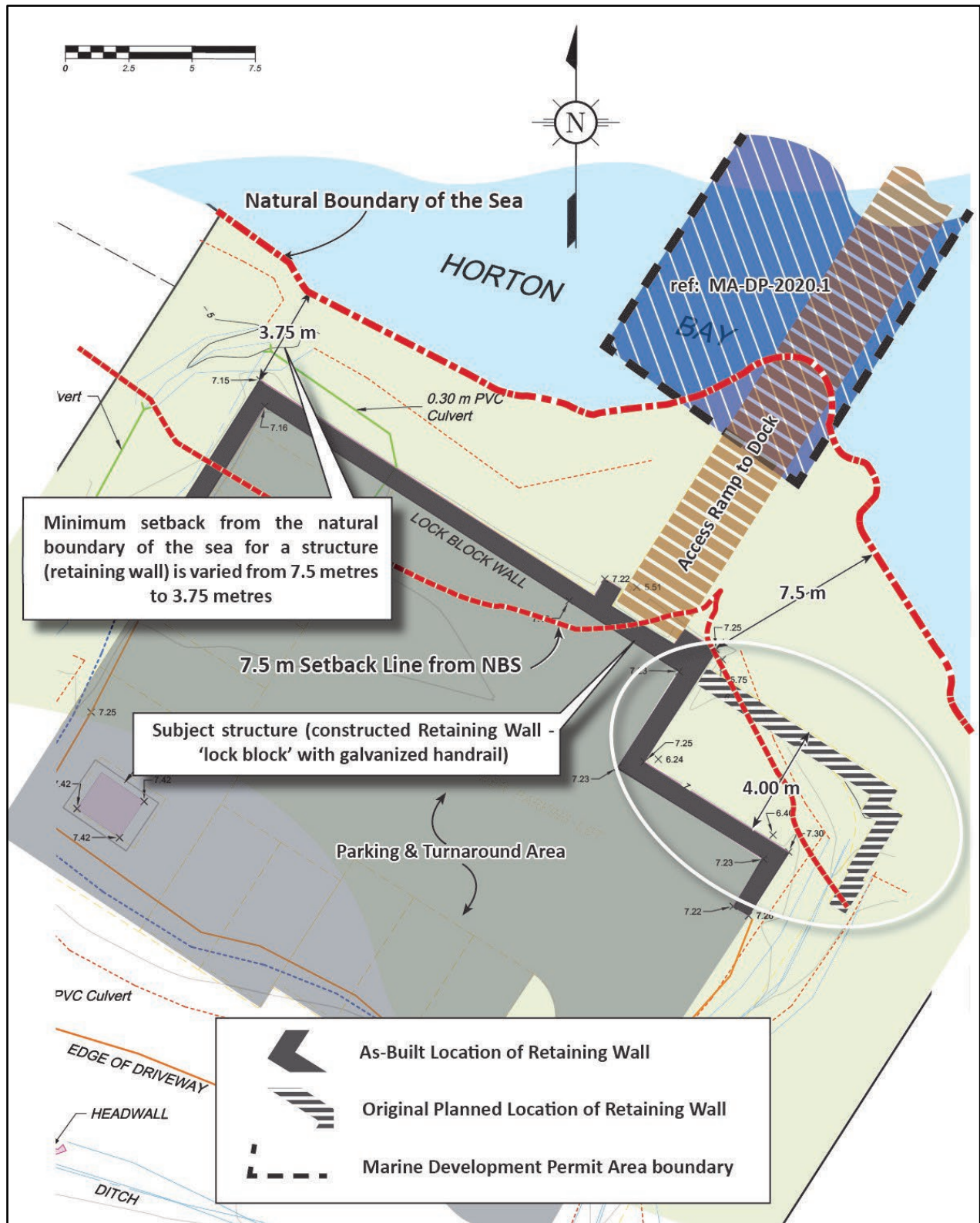
Land Use Bylaw:

The property is zoned **Community Wharf Upland (SWU)** in the Mayne Land Use Bylaw No. 146.

The parking lot and service uses all comply with the zone on the RoW area. Subsection 5.27 (6) of the SWU Zone requires a minimum of 15 parking spaces associated within 125 metres of a community wharf facility.

If granted, the siting variances for the structure would bring the RoW area fully into compliance with the LUB.

Figure 2 – Site Plan



Issues and Opportunities

Rationale from Applicant

In addition to the primary rationale of bringing the area in compliance with the LUB, further rationale for the variance provided by the applicant is contained in the cover letter submitted with the application (Attachment 4). In summary, the ability to site the lower parking area and retaining wall to fully conform along its length with the LUB setback regulation are constrained by:

- The required fifteen (15) parking stalls on the narrow width of the RoW required created two (2) separate parking areas;
- the topography and standards (particularly maximum grades) for the road access and maneuvering of vehicles;
- the requirement to service the pit toilet (which will also serve as part of boat pump out facility in the future) requires safe access and maneuvering by a septic pump truck which further limits the road and maneuvering standards; and,
- the requirement to maintaining existing (fixed) access points to neighboring properties (at 686 and 694 Horton Bay Road) further limited the ability to shift parking areas (up and south) away from the NBS

As a result, the as-built configuration of the lower area has been ‘pulled back’ as far back as possible from the NBS without limiting neighbour access or compromising safe access.

Bylaw Compliance and Enforcement

The application is the result of Bylaw Enforcement Action initiated over concerns that construction activities on the upland portion were potentially damaging the riparian and foreshore, and were potentially in violation of the issued DP for the water portion. In response the CRD had their monitoring Qualified Environmental Professional (QEP) investigate; the QEP concluded that there was not any substantive violation with DP conditions. Bylaw staff conducted a site visit March 12, 2021 and wrote to the CRD on April 29 identifying the siting violation for the retaining wall including compliance alternatives. That was resent on June 15, 2021 with a ticket and a penalty and the variance application was submitted on July 15, 2021 as condition of a compliance agreement.

Impact on Neighbouring Properties and Public Realm

The most impacted neighbouring properties from the siting of the retaining wall are the adjacent properties west and east. The lot to the west is undeveloped and the dwelling on the lot to the east is sited on the lower portion of the lot close to the water (Attachment 2.1). The wall is approximately 8 metres from that side property line and steps back on that side of the property to meet the 7.5 setback from the NBS (Figure 2 and above).

The maximum wall height is 1.5 metres across the front (required dock access ramp height) and tapers back to 0.75 metres on the west and 0.0 metres on the east to meet the slope of the land (Attachment 2.6 to 2.8).

There are minor visual impacts from the public foreshore and water, however there are numerous mature trees between these areas which significantly mitigate those effects, and the 1.5 metre height is not significant. The

applicant has indicated that landscaping and planting for the upland development are still outstanding, and completing that will help to soften' the visual impacts as the plantings mature.

The Intent of the Regulation being Varied

The overall purpose of setback from the NBS regulations are to:

- Protection of the shoreline environment
- Limit the visual impact of development on adjacent properties.
- Establishing a consistent development pattern within a local area.
- Protection of views, scenic areas and distinctive features contributing to the overall visual quality and scenic value of the Trust Area.
- Maintaining a rural character.
- Establishing certainty with respect to residential development by maintaining consistent height and siting regulations.

Potential Impacts of Granting the Variance

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

Consultation

DVP Notices were circulated to surrounding property owners and residents. The notification period ended at 4:30 p.m. on October 13, 2021.

At the time of writing, staff have received no submissions in response to notification. Any submissions received prior to the LTC meeting will be forwarded to Trustees and reported at the meeting.

First Nations

An Archaeological Overview Assessment (AOA) and a subsequent Archaeological Impact Assessment (AIA) completed under licence from the provincial Archaeology Branch were both submitted by the CRD and those were submitted as part of the DP application last year. At the time, the Senior Intergovernmental Policy Advisor reviewed both documents, and noted that the documents have been provided to the First Nations in the treaty and territories, that First Nations monitors were on site for the AIA, and that all Islands Trust concerns have been met.

Rationale for Recommendation

While the applicant constructed within the setback despite being advised of the need for a variance, staff is recommending that the application be supported for the following reasons:

- The rationale for the variance is reasonable: required parking, site constraints, road standards and logistical requirements place physical limits on the location and configuration of the lower parking area and retaining wall, and alternatives are limited.
- Impacts to neighbouring properties and to the public realm on the foreshore and water area with the granting of the variances would be minor.
- The applicant has been issued a bylaw ticket.

- Notification, to date has generated no responses

ALTERNATIVES

1. Request further information

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

That the Mayne Island Local Trust Committee request that the applicant submit to the Islands Trust_____.

2. Deny the application

The LTC may deny the application. If this alternative is selected, the LTC should state the reasons for denial.

Recommended wording for the resolution is as follows:

That the Mayne Island Local Trust Committee deny application MA-DVP-2021.7 (CRD) for the follows reasons_____.

NEXT STEPS

- If the application is denied, the owners could apply to the Board of Variance.

Submitted By:	Phil Testemale, Planner 2	October 14, 2021
Concurrence:	Robert Kojima, Regional Planning Manager	October 14, 2021

ATTACHMENTS

1. Site Context
2. Maps and Plans
3. MA-DP-2020.1 (CRD)
4. Cover Letter from applicant
5. Notice
6. Draft Development Variance Permit MA-DVP-2021.7

ATTACHMENT 1 – SITE CONTEXT

LOCATION

Legal Description	(Anson) Road Right-of-Way adjacent to Mayne Island, Cowichan District, Strata Plan VIS5853, Plan 21413 and District Lot 2070
PID	-
Civic Address	Anson Road Right-of-Way

LAND USE

Current Land Use	Public Access, Parking and Service (washrooms) uses for adjacent public marina (unconstructed)
Surrounding Land Use	Residential and Public Dock (unconstructed)

HISTORICAL ACTIVITY

File No.	Purpose
MA-DP-2020.1	DP for community wharf facility (issued October 9, 2020)
MA-RZ-2015.1	To amend OCP and LUB to permit community wharf

POLICY/REGULATORY

Official Community Plan Designations	The RoW area is designated PS - Public Service in the Mayne Land Use Official Community Plan (OCP) No. 144. The Marine Development Permit Area is designated for the adjacent water lot (DL 2070) (OCP) – Attachment 2.4
Land Use Bylaw	The RoW area is zoned Community Wharf Upland (SWU) in the Mayne Land Use Bylaw No. 146 (Attachment 2.1)
Other Regulations	
Covenants	
Bylaw Enforcement	MA-BE-2021.1 (CRD) – see report body

SITE INFLUENCES

Islands Trust Conservancy	This application has no considerations for the Islands Trust Conservancy.
Regional Conservation Strategy	This application has no considerations for the Regional Conservation Plan.
Species at Risk	None identified in AEA/EIA report (MA-DP-2020.1).
Sensitive Ecosystems	None upland, however work undertaken under conditions of EIA; Eelgrass beds - see body of report and linked AEA/EIA report for assessment.
Hazard Areas	Areas of low and moderate – Attachment 2.3.

Archaeological Sites	Archaeological Impact Assessment (AIA) and Archaeological Impact Assessment (AIA) under licence submitted as part of application.
Climate Change Adaptation and Mitigation	The upland structures and parking areas at height and protected also by beach nourishment, which will mitigate against some impacts of climate change induced hazards.
Shoreline Classification	Sediment Shoreline - Boulder/Cobble
Shoreline Data in TAPIS	Eelgrass: See Attachment 2.5

ATTACHMENT 2 – MAPS

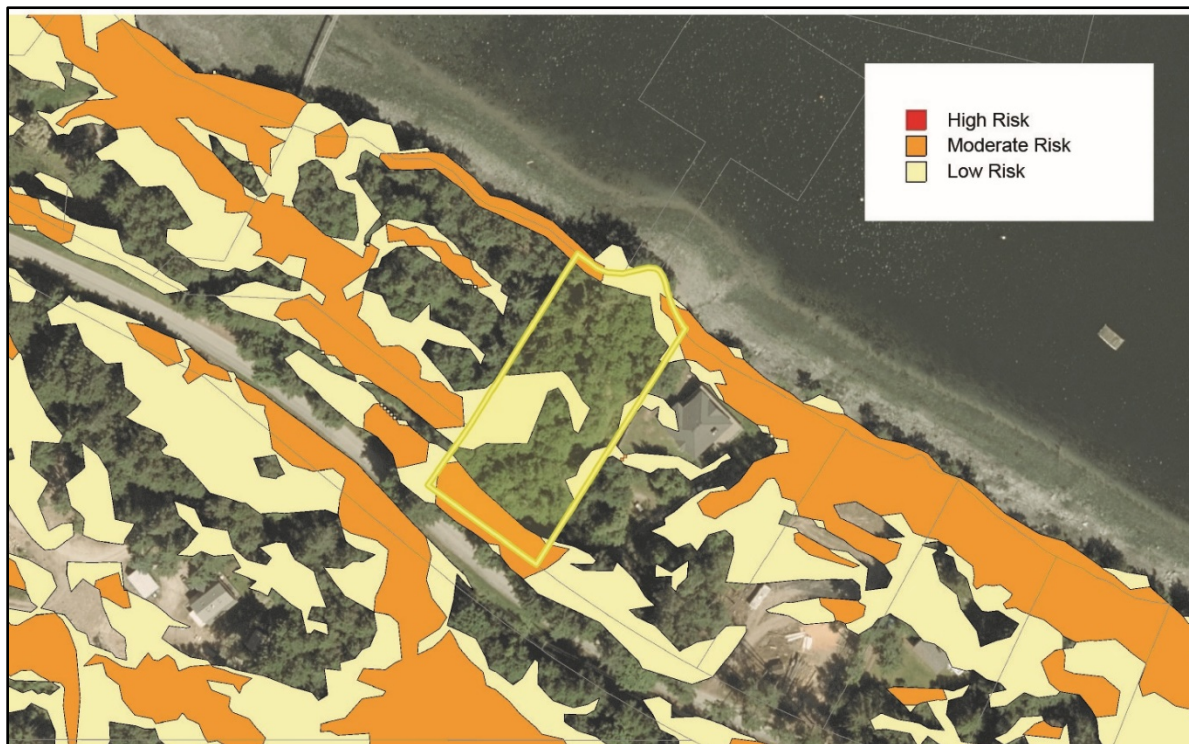
2.1 ORTHOZONING



2.2 OCP DESIGNATIONS



2.3 STEEP SLOPE HAZARD



2.4 MARINE DPA



2.5 MARINE ECOSYSTEMS AND SHORELINE TYPES



2.6 PHOTO OF PARKING, WASHROOM AND SPOT HEIGHTS



2.7 PHOTO FROM WEST ALONG BUILT RETAINING WALL



2.8 PHOTO ON EASTERN PORTION BELOW RETAINING WALL





**MAYNE ISLAND LOCAL TRUST COMMITTEE
DEVELOPMENT PERMIT MA-DP-2020.1**

To: Capital Regional District
c/o Dale Puskas, P.Eng.

1. This Development Permit (the "Permit") applies the land described below and all buildings, structures and other developments therein:

Water Lot DL 2070, Mayne Island, Cowichan District
PID: 000-000-000

2. This Development Permit MA-DP-2020.1 authorizes the construction of a dock facility including and access ramp (approach), aluminium ramp (gangway) and a main float dock with float fingers within the Marine Development Permit Area ("DPA"), subject to the following requirements and conditions:

General

- a. All development shall be substantially consistent with Schedules 'A' and 'B' which are attached to and form part of this permit.
- b. All development shall conform to Department of Fisheries and Oceans Canada, Workers Compensation Board, Ministry of Environmental Regulations, Ministry of Forests, Lands, Natural Resource Operations, Transportation Canada and Capital Regional District standards for public dock facilities.

Placement of Fill (Beach Nourishment)

- c. With the exception of the placement of the prescribed beach berm (beach nourishment) for shoreline erosion protection, there is to be no dredging or placement of fill below the Natural Boundary of the Sea.
- d. The placement of fill permitted in 2.b. (above) shall:
 - i. Be limited to an area within 10 metres (measured horizontally) from the Natural Boundary of the Sea as indicated on Schedule 'A', attached to and forming part of this permit.
 - ii. Not overlap with any existing subtidal eelgrass beds.
 - iii. Consist of coarse, well sorted aggregate (19mm or 3/4") material and shall not be mixed with fines.

Dock Facility Siting, Size and Materials and Size on and Siting

- e. To ensure the maintenance of public access along the shore, the elevation of the dock approach shall constructed with a minimum 2 to 2.3 m clearance above the higher high water mark as indicated on Schedule 'B', attached to and forming part of this permit.
- f. The siting and configuration and size of the dock facility shall be substantially consistent with Schedules 'A' and 'B', which are attached to and form part of this permit.

- g. To minimize shading of the seabed and of eelgrass habitat in particular:
 - i. the dock approach and gangway/ramp should be the minimum width to facilitate operational requirements;
 - ii. the floating portion including the main dock and fingers shall not exceed 415 m² in area;
 - iii. Floats should be a maximum of 3 metres in width; and
 - iv. The gangway and northwest float finger (inner) shall incorporate 'mini mesh' grating material as shown on Schedule 'A', attached to and forming part of this permit for a minimum of 50% light penetration.
- h. Anchoring of the floating portion of the dock facility is to use pilings and dolphins only.
- i. All pilings shall be steel construction.
- j. With the exception of piles and footings for the ramp, no other structures including floats shall rest on the seabed.
- k. With the exception of pilings, no portion of the dock facility shall rest on the seabed at any time, and the construction and siting of the floating dock shall incorporate a minimum clearance below the floats of 1.5 metres at the lowest low tide to prevent disturbance of the seabed.
- l. Timber used for the construction of the floats shall either be untreated lumber or Chemonite ACZA Pressure Treated Wood with the exception of areas specified for light penetration ('mini mesh' surfacing).
- m. There shall be no use of creosote treated wood or application of creosote on any portion of the dock facility.
- n. Floatation billets shall be Cellaphome Permafloat Dock Floatation, or equivalent, and shall in no case use unenclosed plastic foam or other non-biodegradable materials that have the potential to degrade over time.
- o. There should be no removal of natural woody debris, rocks, sand or other materials from the shoreline below the high water mark. If material is removed, it should be set aside and returned to the original location once construction activities are complete.

Operational

- p. The use of the inshore finger floats on the south sides shall be restricted for use by smaller boats to minimize shading on eelgrass habitat as well as potential effects from prop scour.
- q. Educational signage on eelgrass habitat and protection and boating practices is to be placed at the dock facility in cooperation with the local conservancy organization.

Protection of the Coastal Riparian and Shoreline Area (Upland)

- r. To minimize the 'downstream' impacts on the Development Permit Area, the following design considerations and procedures shall be followed for the upland portion of the DPA as shown on Schedule 'A' and 'B' attached to and forming part of this permit:
 - i. Minimize clearing of coastal riparian vegetation and avoid disturbance of soils where the dock approach is attached to land, as vegetation removal and soil disturbance can increase erosion and sedimentation of the intertidal zone and adjacent subtidal areas;
 - ii. Do not remove coastal riparian vegetation if the riparian area is identified as part of critical habitat of an aquatic listed species at risk; and,
 - iii. Immediately stabilize shoreline disturbed by any activity associated with the construction to prevent erosion and/or sedimentation, preferably through re-vegetation with native species suitable for the site.

Construction Management

- s. Construction of the dock facility shall conform to all mitigation, best management practices and monitoring recommendations contained in the 'Anson Road Dock Facility Aquatic Effects/Environmental Impact Assessment' (Archipelago Marine Research Ltd., July 2019) and submitted to the Islands Trust, Victoria Office on August 7, 2020, in addition all other applicable provincial and federal requirements and guidance.

Timing

- t. The project works are to coincide with the least risk timing windows as prescribed by the Department of Fisheries and Oceans for the Project site to reduce the risk of harm to fish and fish habitat, specifically December 1 to February 15 (winter window) and July 1 to October 1 (summer window).

Monitoring

- u. The Environmental Monitor for the applicant shall prepare and submit to the Islands Trust written confirmation of compliance with all conditions with this permit as issued within one (1) months of the development work being completed.
- 3. The area described herein shall be developed in accordance with the terms, conditions and provisions of this Permit, and any plans and specifications attached to this Permit, which shall form a part thereof.
 - 4. Any further development within designated Development Permit Areas will require a new Development Permit, or a Development Permit Amendment.
 - 5. This permit is not a building permit and does not remove any obligation on the part of the permittee to comply with all other requirements of Mayne Island Land Use Bylaw No. 146, 2008 and to obtain other approvals necessary for the lawful completion of the proposed development.

AUTHORIZING RESOLUTION PASSED BY THE MAYNE ISLAND LOCAL TRUST COMMITTEE, THIS 28TH DAY OF SEPTEMBER, 2020.

Deputy Secretary, Islands Trust

October 9, 2020

Date Issued

IF THE DEVELOPMENT HEREIN IS NOT COMMENCED BY THE 9TH DAY OF OCTOBER, 2022 THIS PERMIT AUTOMATICALLY LAPSES.

MAYNE ISLAND LOCAL TRUST COMMITTEE

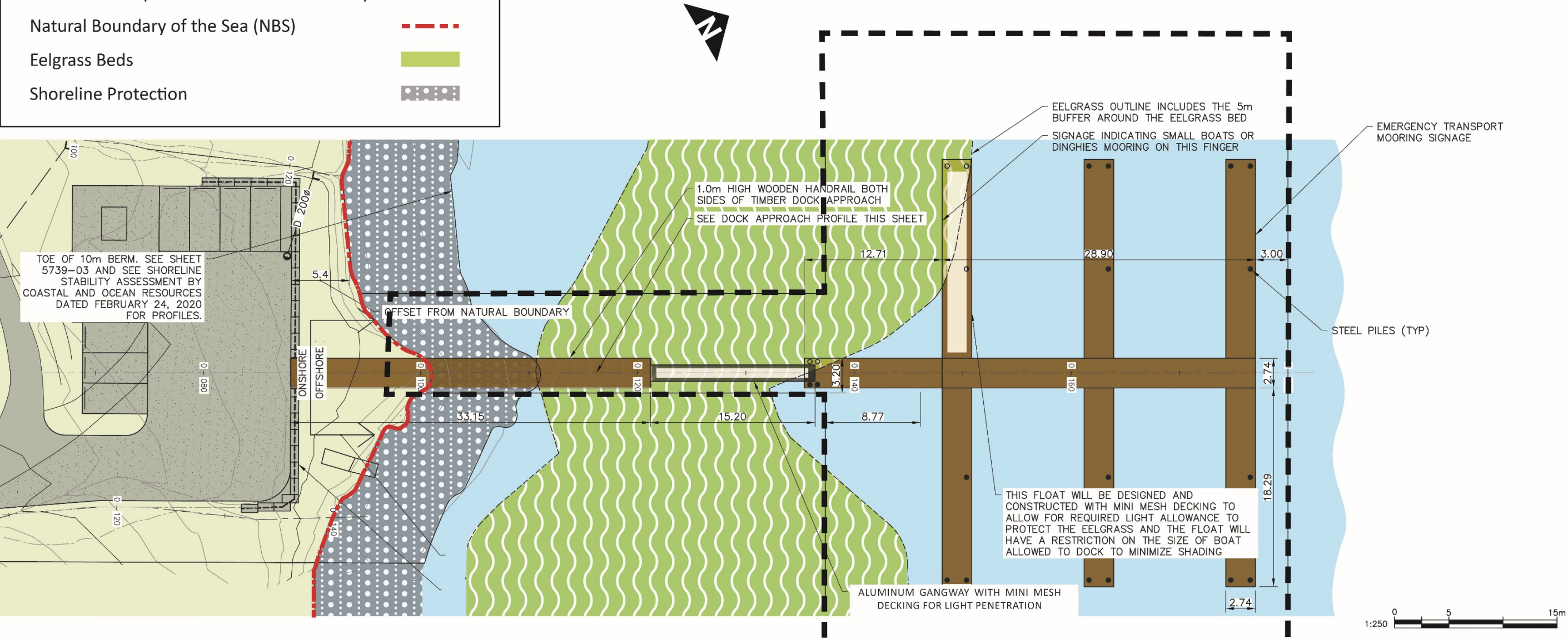
DEVELOPMENT PERMIT MA-DP-2020.1
Schedule "A" (Site Plan)

Marine Development Permit Area Boundary

Natural Boundary of the Sea (NBS)

Eelgrass Beds

Shoreline Protection



					Capital Regional District Integrated Water Services		ANGSON ROAD DOCK FACILITY			
					DESIGNED	DP	SURVEYED	BM		
					DRAWN	BB	DATE	06/09/20	PLAN AND PROFILE	
					SCALE HORIZONTAL	1:250	CHECKED	DP		
					SCALE VERTICAL	AS SHOWN	APPROVED	DP		
					CONTRACT NUMBER		2020-609	DRAWING NUMBER	5739	ISSUE
									A	01
									SHT. No. OF	01

CRD

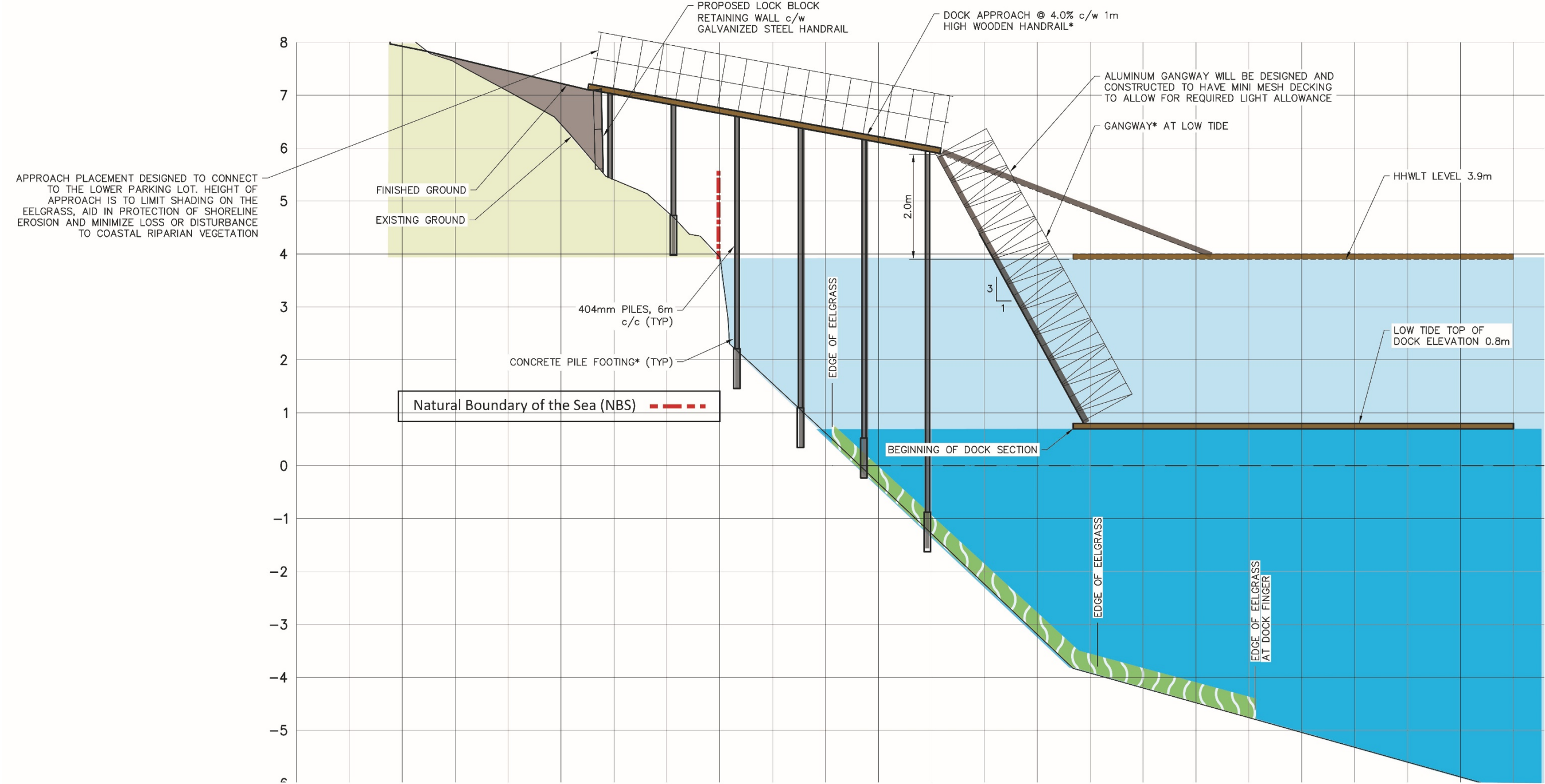
Making a difference...together

REVISION	ENG.	No.	DATE	ISSUE
		A	09/14/20	ISSUE FOR PERMIT

MAYNE ISLAND LOCAL TRUST COMMITTEE

DEVELOPMENT PERMIT MA-DP-2020.1
Schedule "B" (Elevation)

Note: Vertical Exageration is 5:1



July 9, 2021

BY EMAIL

ptestemale@islandstrust.bc.ca

File: 5220-20
SGIHC Anson Road

Mr. Phil Testemale
Islands Trust
Victoria Office
200 - 1627 Fort Street
Victoria, BC V8R 1H8

Dear Mr. Testemale:

**RE: DEVELOPMENT VARIANCE PERMIT APPLICATION FOR RETAINING WALL
SETBACK LOCATED AT ANSON ROAD ON MAYNE ISLAND**

Further to our discussion on June 23rd, 2021, there was a misunderstanding on the CRD's end with respect to the DVP requirement for the site as the retaining wall is within setback from the natural boundary.

As discussed, the existing design and construction was based upon the following design requirements:

- 15 parking stalls
- A pit toilet
- Road requirements to meet as current Transportation Association of Canada (TAC) Geometric Design Guide for Canadian Roads
- Maintaining existing adjacent property accesses

Please note that the first two requirements were part of Islands Trust zoning requirements for the marine land, DL 2070 and Anson Road. The pit toilet will at a future date, act as storage for boat pump out as discussed at the Development Permit meeting September 28th, 2020.

The second two points are relevant as there are fixed points of access that need to be maintained to 686 and 694 Horton Bay Road, and ensuring the road grade is safe and can be negotiable by a septic truck to access and pump out the pit toilet.

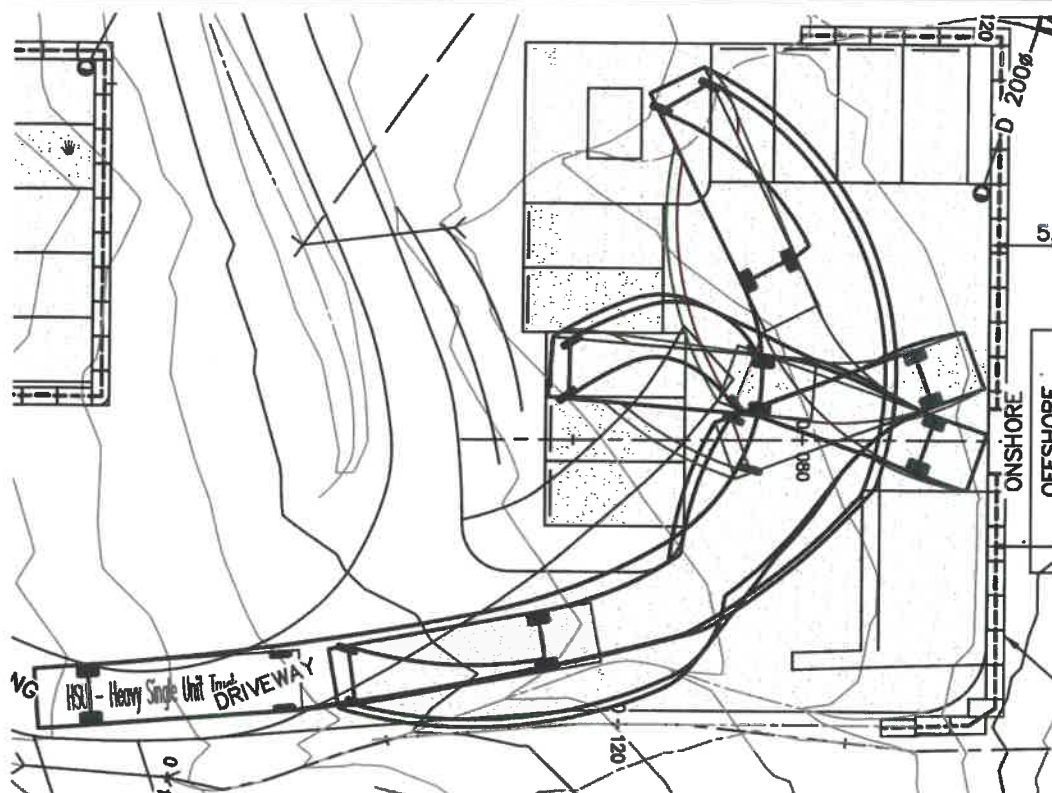
To maintain the access to the lower parking lot, while maintaining access to 686 and 694 Horton Bay Road, the road could not be shortened as it would increase the road grade/slope beyond a safe limit.

To ensure that a septic truck could safely negotiate the lower parking lot, a turning simulation was carried during design to ensure that a septic truck could access the pit toilet. Please refer to the following turning simulation:

July 9, 2021

**DEVELOPMENT VARIANCE PERMIT APPLICATION FOR RETAINING WALL SETBACK
LOCATED AT ANSON ROAD ON MAYNE ISLAND**

2



The existing design incorporates the rezoning requirements, and allowed for safe access by a septic truck. Unfortunately, this requires the lower retaining wall to have a setback of approximately 3 m at the closest point, instead of the 8 m as per the zoning requirements of CWU.

Further information on the project: the CRD is awaiting results from an alternative approval process for the dock installation to finalize the schedule for the dock installation, but, the onshore works are not complete as there are landscaping and vegetation to be planted. Due to the timing of completion of the major civil works, planting during the hot, dry summer would be detrimental to the plants and may result in a significant loss of plants. The Southern Gulf Islands Harbours Service is working with the Mayne Island Conservancy Society and CRD Regional Parks as the trail project will likely have sufficient salvageable native plants when the work starts in October to meet the needs of the site and the Mayne Island Conservancy Society's nurseries. A planting plan is currently in development.

If there are any questions, please do not hesitate to contact the undersigned.

Regards



Dale Puskas, P.Eng.

Manager, Capital Projects
Infrastructure Engineering
Integrated Water Services

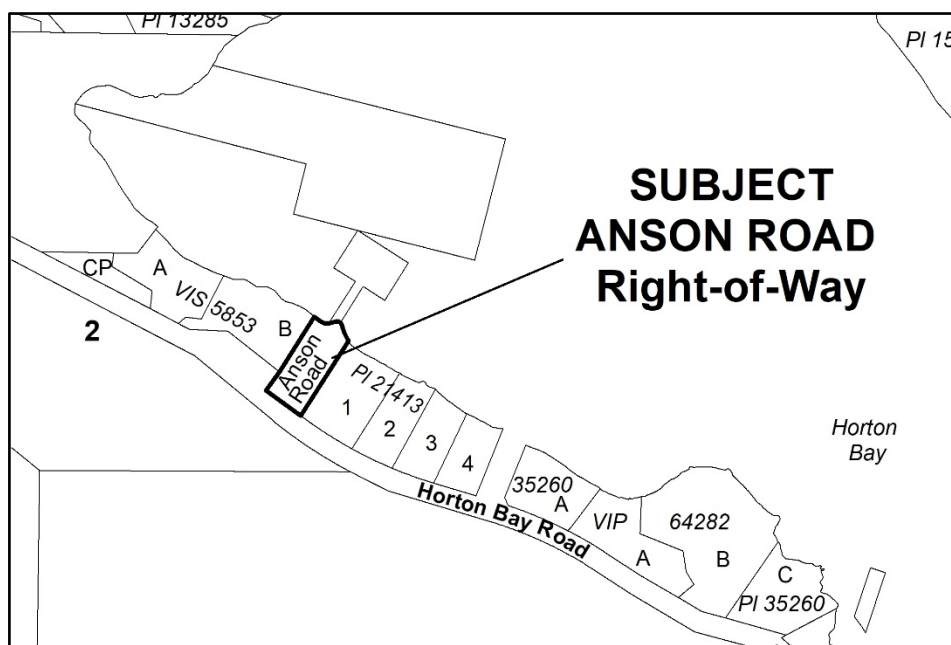
NOTICE
MA-DVP-2021.7
MAYNE ISLAND LOCAL TRUST COMMITTEE

NOTICE is hereby given pursuant to Section 499 of the *Local Government Act* that the Mayne Island Local Trust Committee will be considering a resolution allowing for the issuance of a Development Variance Permit. The proposed permit would vary the Mayne Island Land Use Bylaw No. 146 as follows:

- A variance to reduce the setback from the natural boundary of the sea for an existing structure (retaining wall and railing), as shown on the attached, proposed permit.

The subject area is the **Anson Road Right-of-Way** adjacent to Mayne Island, Cowichan District, Strata Plan VIS5853, Plan 21413 and District Lot 2070. (PID: 000-000-000).

The general location of the subject area is shown on the following sketch:



A copy of the proposed permit may be inspected at the Islands Trust Office, 200 - 1627 Fort Street, Victoria, B.C. V8R 1H8 between the hours of 8:30 a.m. to 4:30 p.m. Monday to Friday inclusive, excluding statutory holidays, commencing **October 1, 2021** and continuing up to and including **October 13, 2021**.

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

Enquiries or comments should be directed to Phil Testemale, Planner 2 at (250) 405-5170. For Toll Free Access, request a transfer via Enquiry BC: In Vancouver 660-2421 and elsewhere in BC: 1-800-663-7867; by fax at (250) 405-5155; or by email to southinfo@islandstrust.bc.ca before **4:30 p.m., October 13, 2021**.

The Mayne Island Local Trust Committee may consider a resolution allowing for the issuance of the permit during the regular business meeting starting at **1:00 p.m., October 25, 2021**.

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

Jas Chonk, Deputy Secretary



Islands Trust

**MAYNE ISLAND LOCAL TRUST COMMITTEE
DEVELOPMENT VARIANCE PERMIT
MA-DVP-2021.7**

To: Capital Regional District
c/o Dale Puskas, P.Eng.

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

(Anson) Road Right-of-Way adjacent to Mayne Island, Cowichan District, Strata Plan VIS5853, Plan 21413 and District Lot 2070.
(PID: 000-000-000)

2. Mayne Island Land Use Bylaw 146, 2008 is varied as follows:

- a) Subsection 3.3 (3) which states that no building or structure may be constructed, reconstructed, moved, extended or located within 7.5 metres (25 feet) of the natural boundary is varied to permit an existing structure (retaining wall and railing) within 3.75 metres (12.3 feet) of the natural boundary of the sea.

The development shall be consistent with Schedules 'A' and 'B' attached to and forming part of this permit.

3. This permit is not a building permit and does not remove any obligation on the part of the permittee to comply with all other requirements of "Mayne Island Land Use Bylaw No. 146, 2008" and to obtain other approvals necessary for completion of the proposed development, including approval of the Capital Regional District and Ministry of Transportation and Infrastructure.

AUTHORIZING RESOLUTION PASSED BY THE MAYNE ISLAND LOCAL TRUST COMMITTEE THIS ##TH DAY OF XXXX, 2021.

Deputy Secretary, Islands Trust

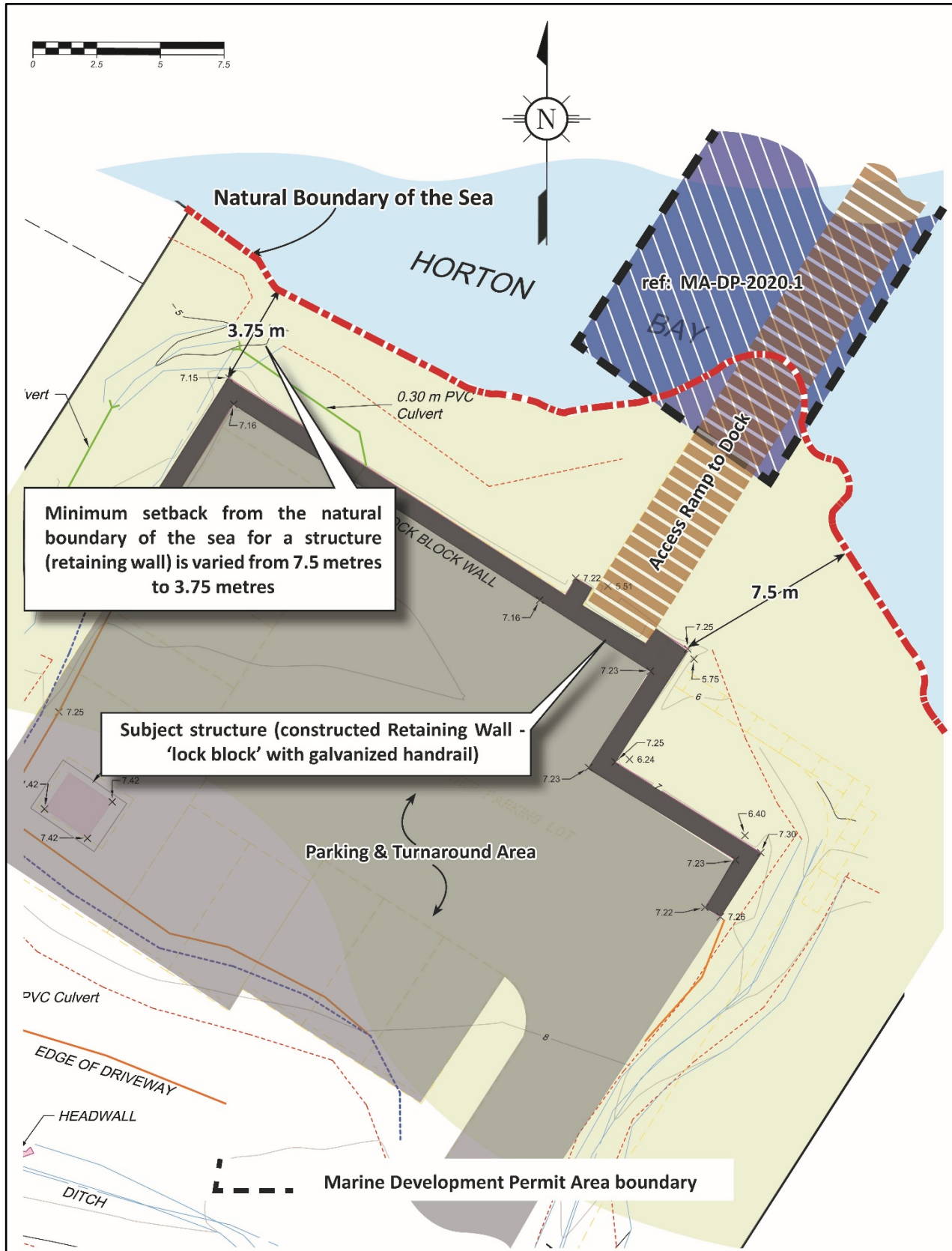
Date of Issuance

IF THE DEVELOPMENT DESCRIBED HEREIN IS NOT COMMENCED BY THE ##TH DAY OF MONTH, 2023, THIS PERMIT AUTOMATICALLY LAPSES.

MAYNE ISLAND LOCAL TRUST COMMITTEE
MA-DVP-2021.7

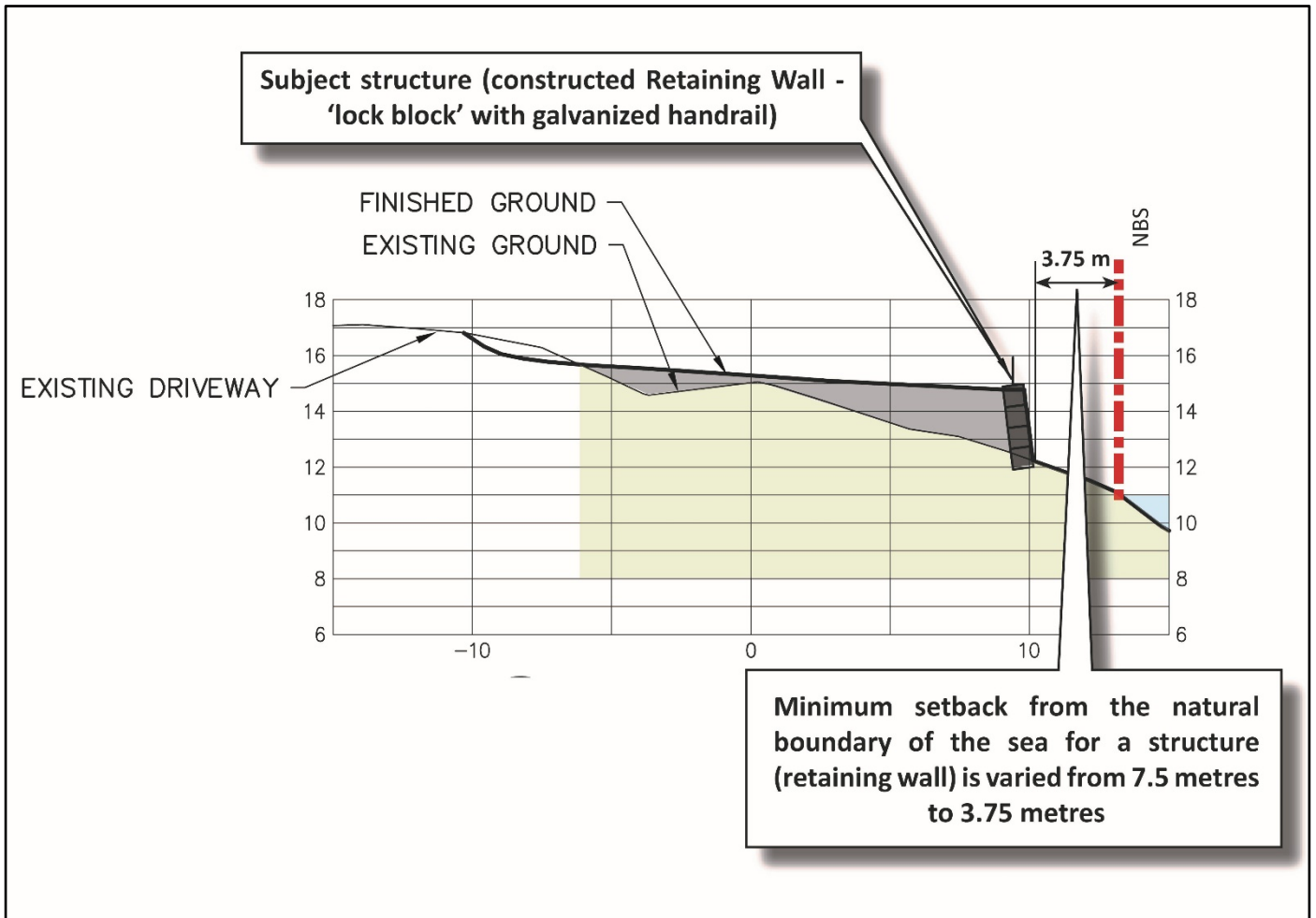
SCHEDULE 'A'

Site Plan



SCHEDULE 'B'

Profile



DATE OF MEETING: October 25, 2021
TO: Mayne Island Local Trust Committee
FROM: Narissa Chadwick, Island Planner
Local Planning Services
COPY: Robert Kojima, Regional Planning Manager
SUBJECT: Report subject: MA-RZ-2020.1 (MIHS)

RECOMMENDATION

1. That the Mayne Island Local Trust Committee require that a housing agreement related to the use of Lot B, Section 7, Mayne Island, Cowichan District, Plan 27091 with a focussed approach to identifying rental unit types be adopted prior to adoption of rezoning bylaws.
2. That the Mayne Island Local Trust Committee request that the Section 219 covenant be granted by the owners of Lot B, Section 7, Mayne Island, Cowichan District, Plan 27091 address water treatment and monitoring, location of development on Lot 2 and 3, wetland protection, areas to be preserved, site remediation and development restrictions on Lot 2 prior to the adoption of the rezoning bylaws.
3. That the Mayne Island Local Trust Committee Bylaw No. 181, cited as “Mayne Island Official Community Plan Bylaw No. 144, 2007, Amendment No. 1, 2021” be read for a first time.
4. That the Mayne Island Local Trust Committee Bylaw No. 183, cited as as “Mayne Island Land Use Bylaw No. 146, 2008, Amendment No. 1, 2021” be read for a first time.
5. That the Mayne Island Local Trust Committee request staff to schedule a Community Information Meeting concurrently with the Public Hearing for Bylaw No. 181, cited as “Mayne Island Official Community Plan Bylaw No. 144, 2007, Amendment No. 1, 2021” and Bylaw No. 183, cited as as “Mayne Island Land Use Bylaw No. 146, 2008, Amendment No. 1, 2021”.
6. That the Mayne Island Local Trust Committee request staff to schedule a Public Hearing for Bylaw No. 181, cited as “Mayne Island Official Community Plan Bylaw No. 144, 2007, Amendment No. 1, 2021” and Bylaw No. 183, cited as as “Mayne Island Land Use Bylaw No. 146, 2008, Amendment No. 1, 2021”.

REPORT SUMMARY

This staff report presents the draft Housing Agreement and Section 219 Covenant to the LTC. It identifies two key issues raised by the Mayne Island Housing Society related to the housing agreement and provides options related to addressing these concerns. It identifies items included in the Section 219 Covenant and provides the LTC the opportunity to suggest changes or additions to the covenant.

The report also brings back the draft bylaws for consideration of first reading and provides the opportunity for the LTC to address the MIHS's interest in having an additional Community Information prior to public hearing.

BACKGROUND AND ANALYSIS

Housing Agreement (Attachment 1)

At their November 30th, 2020 meeting the LTC passed a resolution requiring ***“that a housing agreement related to the use of Lot B, Section 7, Mayne Island, Cowichan District, Plan 27091 be adopted prior to the adoption of the rezoning bylaws”***. At the June 21, 2021 meeting staff identified that a draft housing agreement had been sent for legal review, initial comments were received and discussed with staff and further revisions were made. The revised housing agreement was then provided to the MIHS for their review.

In their review of the Draft Housing Agreement the MIHS identified a number of issues of concern. Some of the smaller issues have been addressed in the draft housing agreement attached. Two major issues, requiring decision by the LTC, are as follows:

Housing Agreement Issue 1: Removing Sean McHugh's name as party to the agreement.

The MIHS has identified that they do not want Sean McHugh, the current property owner, to be named as party to the agreement. Given that the relevant party to the housing agreement, other than the LTC, needs to be the property owner, not having Sean McHugh's name on the agreement would require the transfer of land. The transfer of land can only happen after subdivision and rezoning.

The MIHS has proposed that they enter into an “Agreement-in-Principle” related to the registration of the housing agreement. In the “Agreement-in-Principle”, the parties would agree to register the housing agreement on title upon the completion of the rezoning and subdivision.

With the “Agreement-in-Principle” approach there is no guarantee that the lands will be subdivided to create Lot 3 unless a covenant is required prior to or immediately after zoning adoption. There is also no clear mechanism for the LTC to use to ensure the transfer of land to the MIHS or prevent the selling of Lot 3.

Options for the LTC are as follows:

Support the existing process. A housing agreement must be with the current property owner, Sean McHugh; consequently, the LTC would only be able to require that the housing agreement bylaw be adopted, and notice of the agreement be registered on title, prior to the adoption of the rezoning bylaw (as previously supported through resolution) by entering into the agreement with the current property owner. It is important to point out that while the housing agreement places restrictions on the type of housing that can be provided it does not impose any obligation on the part of the landowner to provide that housing.

Defer adoption of the housing agreement. The mechanism would be for the owner to grant a covenant to the LTC, prior to adoption of rezoning, restricting any development or registration of a subdivision until the housing agreement is adopted and notice registered on title. The housing agreement would be attached to the covenant. Another option would be to integrate a density bonus approach into the new zoning so that the density in the form of the additional two lots and the addition residential density is contingent on the housing agreement being adopted and notice registered against lot 3 in addition to the Lot 3 housing being constructed. Neither of these options guarantee that the subdivided land will be sold to the MIHS.

Recommended option:

Support existing process. Entertaining options to remove Sean McHugh's, the property owner, name as party to the housing agreement will result in additional process. The LTC would not be able to adopt the housing agreement concurrently with the rezoning bylaws leaving the process open to change prior to the transfer of ownership and potentially leaving the approval of the housing agreement to the next elected Local Trust Committee.

Housing Agreement Issue 2: Flexibility in Defining the Rental Unit Rates

The draft housing agreement currently identifies the rental unit types as per the information provided by the MIHS to staff, the LTC and the community. The MIHS has identified that funding is anticipated to be received from BC Housing. As such, rental unit types would reflect BC Housing's required mix of rental rates as follows:

- 20% of units will be Deep Subsidy Units for Deep Subsidy Income
- 50% of units will be Rent Geared to Income Units for Low Income households
- 30% of units will be Market Units for Moderate Income households

Given the possibility that BC Housing may change their requirements and/or the project may be funded by other means, the MIHS has identified that they would like a more flexible approach to defining the rental rates and type of rental units.

In a meeting held with Islands Trust staff and BC Housing staff, BC Housing staff identified that BC Housing would prefer flexibility in housing agreements between local governments and affordable housing providers to allow for a range of funding programs and affordable rent structures to be utilized. However, BC Housing also recognizes that local governments have an obligation to ensure that housing agreements reflect the conditions being proposed at the time of rezoning and consistency with OCP policies. B.C. Housing staff stressed that the key elements of a success proposal are land (secure tenure to a site), zoning and water in unserved areas. Islands Trust staff will continue to work with BC Housing staff to ensure that they are supportive of the Islands Trust approach to the development of the housing agreement.

Options for the LTC are as follow:

1. **Focussed approach supporting the draft housing agreement as written.** The mix of rental unit types is defined in the housing agreement. The mix of rental unit types is based on the current BC Housing funding formula and corresponds with information originally provided by the MIHS. If this option is chosen and the BC Housing rates change in future or a different funding option emerges the housing agreement can be amended.
2. **Flexible approach supporting the MIHS proposal.** With this approach, instead of defining the type of rental units, the LTC would default to supporting a more broad definition of "affordable rental housing". The definition proposed by the MIHS is *"a Dwelling Unit on the Lands which is available as a permanent, principal and sole residence for rent to a Qualified Renter below median market rents as determined by CMHC"*. By adopting this approach the LTC is demonstrating an openness to supporting a housing mix and rental rate ratios that can change over time based on BC Housing standards for affordability. The LTC would need to consider if this approach is consistent with OCP policies related to rural land use and amenity zoning guidelines.
3. **Alternative approach.** The LTC could choose to have the definition of rental units clearly defined but based on a different approach identified by the MIHS. As opposed to the flexible approach where the housing agreement does not include a clear indication of the type of rental units to be provided, the LTC could

request that the MIHS come back with other options that provide details related to the type of rental units to be provided.

Covenant (Attachment 2)

The Mayne Island LTC has adopted two resolutions related to items to be contained in a Section 219 Covenant. These are as follow:

November 30, 2020 - ***“that the Mayne Island Local Trust Committee request that a Section 219 covenant be granted by the owners of Lot B, Section 7, Mayne Island, Cowichan District, Plan 27091 that would identify the location of development, require water treatment and monitoring and areas to be preserved, as condition of adoption of the bylaws”.*** Related staff report: [https://webfiles.islandstrust.bc.ca/islands/local-trust-areas/mayne/current-applications/MA-RZ-2020.1%20\(Mayne%20Island%20Housing%20Society\)/1.%20Staff%20Reports/2020-11-30_Staff%20Report.pdf](https://webfiles.islandstrust.bc.ca/islands/local-trust-areas/mayne/current-applications/MA-RZ-2020.1%20(Mayne%20Island%20Housing%20Society)/1.%20Staff%20Reports/2020-11-30_Staff%20Report.pdf)

June 21, 2021 – ***“that the Mayne Island Local Trust Committee request that the owner of Lot B, Plan 27091 grant to the Local Trust Committee a suitably worded Section 219 covenant which would restrict development of proposed lot 2 until the construction of rental housing on proposed Lot 3 is completed and that the S.219 covenant be registered on title as a condition of rezoning and that building site for Lot 2 should be that identified as 'A' on map dated July 15, 2020 and wetlands area is to be preserved as shown on same map”.***

Related Staff Report: [https://webfiles.islandstrust.bc.ca/islands/local-trust-areas/mayne/current-applications/MA-RZ-2020.1%20\(Mayne%20Island%20Housing%20Society\)/1.%20Staff%20Reports/2021-06-21_Staff%20Report.pdf](https://webfiles.islandstrust.bc.ca/islands/local-trust-areas/mayne/current-applications/MA-RZ-2020.1%20(Mayne%20Island%20Housing%20Society)/1.%20Staff%20Reports/2021-06-21_Staff%20Report.pdf)

The draft covenant addresses the following:

Water quality – To address concerns identified in the hydrogeologist’s report the draft covenant requires the design and installation of a water management system prior to occupancy or any building or structure on Lot 3.

Lot 2 building location, site remediation and ecosystem protection – To address the LTC’s interest in limiting the building footprint on Lot 2 and requiring wetland/ forest protection and remediation the draft covenant requires that *“No building or structure shall be constructed, placed or Located on Lot 2 except within the area of Lot 2 shown as “Building Zone” on the Subdivision Plan”* and that the recommendations of the *Wetland Restoration Design Report* by Robyn Annschild, be implemented on Lot 2 in the area identified as “Remediation Zone” and “Forest Protection Zone” on the Subdivision Plan (see covenant schedule A¹).

Lot 2 building restriction – To address the LTC’s interests in restricting development on Lot 2 until the rental housing has been constructed, the draft covenant states that *“The Owner of Lot 2 shall not start the construction of any building or structure on Lot 2 until the Owner of Lot 3 has completed the construction of, and received any occupancy permit required by the Capital Regional District for, at least XX units of affordable housing, on Lot 3”.*

¹ Note that there are currently two maps in covenant schedule A. Staff are still working with legal advisor to identify how maps should be presented in the covenant. It has been identified to staff that the Land Title Office may require a reference or explanatory plan prepared by a surveyor where a covenant charges to only part of a parcel. The applicants will be advised if this is identified to be necessary.

Building Footprint on Lot 3 – To ensure that the building footprint is minimized the draft covenant requires that all buildings be constructed within the location shown on the Subdivision Plan (see covenant schedule A). The covenant allows for minor alternations subject to LTC authorization .

Ecological Protection and Restoration on Lot 3 – To support LTC interests in maintaining as much of the ecological integrity of the site as possible, the draft covenant requires that the MIHS adhere to all of the recommendations made in the “*Ecological Assessment Report*” prepared by Keith Erikson and dated September 21st, 2020 and the “*Wetland Restoration Design Report*”, prepared by Robin Annschild and dated March 8, 2021;.

Questions for the LTC regarding the draft covenant:

How many units of affordable housing need to be required before building on Lot 2 can commence?

Is there anything the LTC would like to add to, change or take away from the requirements identified in the draft covenant?

Draft Bylaws 181 and 183 (Attachment 4 &3) and Process

At the November 2020 LTC meeting, the LTC requested staff prepare draft bylaws to amend Land Use Bylaw and Official Community Plan.

The draft bylaws include:

1. **An amendment to the Land Use Bylaw** which would:
 - Create a new zone (Comprehensive Development Three (CD3) Zone) to support multi-family rental housing.
 - Introduce additional definitions
 - Create a split zoned lot
 - Rezone the portion of the property being contemplated for multi-family rental from Rural (R) to Comprehensive Development Three (CD3)
 - Rezone the parent portion of the property to R(f) to enable the subdivision of the lot into two (in concurrence with amenity zoning provisions in the OCP)
 - Remove the new CD3 zone from the area permitted to have secondary suites
2. **An amendment to the Official Community Plan** which:
 - Designates the proposed multi-family rental housing portion of the parent property from Rural designation to Rural – Multi-family residential (R-MR) designation.

At the January 25th LTC meeting the LTC passed a resolution that ***the Mayne Island Local Trust Committee ask staff to amend the draft bylaws to account for a buffer zone.*** Staff revised the bylaw to include an 8 metre setback from interior side lot lines. Bylaws 181 and 183, with this amendment, were last presented to the LTC at the June 21, 2021 LTC meeting,

A Community Information Meeting (CIM) was held on April 26th 2021. A second CIM can be held concurrently with the Public Hearing.

ALTERNATIVES

RE: Approval of Housing Agreement

1. The LTC may defer the adoption of the housing agreement until after rezoning and subdivision. In this case Sean McHugh would not have to be party to the agreement. The housing agreement would be adopted once ownership is transferred. The LTC could agree to sign an “agreement-in-principal” with the MIHS to provide some certainty that the MIHS will adopt the housing agreement as drafted. This option does not guarantee that the housing agreement won’t be changed prior to transfer of ownership or that ownership will be transferred to the MIHS.

That the Mayne Island Local Trust Committee defer the adoption of the housing agreement related to the use of Lot B, Section 7, Mayne Island, Cowichan District, Plan 27091 to after subdivision and transfer of land.

RE: Definition of Unit Types

1. The LTC may choose to support a more flexible approach to defining the type of rental units. This approach would support what has been proposed by the MIHS and will require amendments to the housing agreement as well as legal review .

That the Mayne Island Local Trust Committee require that a housing agreement related to the use of Lot B, Section 7, Mayne Island, Cowichan District, Plan 27091 support the a flexible approach to identifying rental unit types as identified in the October 25, 2021 staff report be adopted

2. The LTC may choose to explore an alternative approach to defining type of rental. This will require the MIHS returning with another proposal related to how rental units are defined. Amendments to the housing agreement will be made and legal review will be required.

That the Mayne Island Local Trust Committee request staff work with the MIHS to identify an alternative approach to defining rental units.

RE: Covenant

1. The LTC could direct staff to add additional elements to the covenant.

That the Mayne Island Local Trust Committee request staff to add the following additional elements to the covenant:

RE: First Reading of Bylaws

1. The LTC receive the proposed bylaws for information. The LTC may choose to receive the draft bylaws and wait until the process has moved further along before suggesting changes to the bylaws.

That the Mayne Island Local Trust Committee receive for information Bylaw No. 181, cited as “Mayne Island Official Community Plan Bylaw No. 144, 2007, Amendment No. 1, 2021”.

That the Mayne Island Local Trust Committee receive for information Bylaw No. 183, cited as “Mayne Island Land Use Bylaw No. 146, 2008, Amendment No. 1, 2021”.

2. The LTC wait until the housing agreement has been finalized before moving to first reading.

That the Mayne Island Local Trust Committee Bylaw 181, cited as “Mayne Island Official Community Plan Bylaw No. 144, 2007, Amendment No. 1, 2021” and Mayne Island Local Trust Committee Bylaw No. 183, cited as “Mayne Island Land Use Bylaw No. 146, 2008, Amendment No. 1, 2021”, be brought back for first reading once the housing agreement has been finalized.

3. The LTC may decide to send the housing agreement and the covenant to the APC. Due to timing of meetings the draft housing agreement and covenant have not yet been shared with the APC . The APC was provided with an overview of what the covenant contained or their October 13th meeting.

That the Mayne Island Local Trust Committee request staff to send the Section 219 covenant and the housing agreement associated with MA-RZ-2020.1 (MIHS) to the Advisory Planning Commission for review.

NEXT STEPS

- Amendments will be made to the housing agreement as required.
- Amendments will be made to the covenant as required.
- The housing agreement and covenant will be reviewed by legal counsel before adoption.
- If bylaws are read for the first time staff will schedule public hearing.

Submitted By:	Narissa Chadwick RPP, Island Planner	October 15, 2021
Concurrence:	Robert Kojima, Regional Planning Manager	October 15, 2021

ATTACHMENTS

- 1. Housing Agreement**
- 2. Draft Covenant**
- 3. Draft Bylaw 181**
- 4. Draft Bylaw 183**

Housing Agreement and Section 219 Covenant

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

SEAN MCHUGH
375 Village Bay Road, Mayne Island, V0N 2J2

(the “Owner”);

AND

MAYNE ISLAND LOCAL TRUST COMMITTEE, a corporation under the Islands Trust Act,
having an office at 2nd floor, 1627 Fort Street, Victoria, BC, V8R 1H8

(the “Local Trust Committee”)

WHEREAS;

- A. The Owner is the registered owner of the lands situated on Mayne Island, British Columbia, and legally described as:
- PID: 002-552-256
- Lot B Plan VIP 27091 Section 7, Land District 16, Portion Mayne Island
- (the “Lands”);
- B. The Lands will be rezoned by the Local Trust Committee, with permission of the Owner, by means of Mayne Island Land Use Bylaw No. 146, 2008 Amendment No. 1, 2021, to permit the development of affordable multi-family rental housing (the “**Rezoning**”);
- C. The Mayne Island Housing Society (MIHS) intends to rent units on the Lands, by way of rental agreement, to Qualified Renters at affordable market and subsidized rates;
- D. The Local Trust Committee may pursuant to Section 29 of the *Islands Trust Act* and Section 483 of the *Local Government Act*, enter into a housing agreement with an owner of land that includes terms and conditions regarding the occupancy, tenure and availability to specified classes of persons of dwelling units located on the land;
- E. Section 219 of the *Land Title Act* permits the registration of a covenant of a negative or positive nature in favour of the Local Trust Committee in respect of the use of land or construction on land;
- F. The Owner and Local Trust Committee wish to enter into this Agreement to provide rental

housing on the Lands on the terms and conditions of this Agreement to have effect as both a covenant under Section 219 of the *Land Title Act* and as housing agreement under Section 483 of the *Local Government Act*; and

- G. The Local Trust Committee has, by bylaw, authorized the execution of this Agreement and the Owner has duly authorized the execution of this Agreement.

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

Article 1: Definitions and Interpretation

1.1 Definitions

in this Agreement:

"Annual Household Income"	means the combined gross income of all adult members of a Household, as shown on line 150 of the preceding year's T1 General Income Tax and Benefit return.
"BC Housing"	means the British Columbia Housing Management Commission or BC Housings' successor in function. For clarity, a "successor in function" of BC Housing will be a Crown Corporation, governmental department or other entity with a mandate from the provincial government to provide British Columbians with access to affordable, safe and appropriate housing that is accountable to the provinces' Minister responsible for Housing or their successor.
"Building" or "Buildings"	means any building located or constructed on the Lands containing a Rental Unit.
"Business Days"	means Monday to Friday inclusive except for those excluded days declared by lawful authority as holidays.
"CPI"	means the All-items Consumer Price Index for British Columbia as calculated by Statistics Canada, or its successor in function.
"Deep Subsidy Income Limit"	means the Deep Subsidy Income Limits most recently published by BC Housing, provided that: a) The Deep Subsidy Income Limit amounts shall be adjusted annually to reflect the applicable Deep Subsidy Income Limits published by BCH Housing.

- b) In the event that BC Housing ceases to publish the Deep Subsidy Income Limits but replaces the Deep Subsidy Income Limits with similar income limits or standards that are acceptable to the Local Trust Committee for the purposes of this Agreement, such replacement limits or standards shall replace the Deep Subsidy Income Limits for the purposes of this Agreement.
- c) In the event that BC Housing ceases to determine the Deep Subsidy Income Limits and the Deep Subsidy Income Limits are not replaced by similar income limits or standards published by BC Housing that are acceptable to the Local Trust Committee, then the Maximum Income for Eligible Tenants of Deep Subsidy Units shall be determined by reference to the final the Deep Subsidy Income Limits published by BC Housing and thereafter increased annually by an amount below or equal to the increase, if any, in the CPI for the period of January 1 to December 31 of the previous calendar year

“Deep Subsidy Unit”	means a Rental Housing Unit occupied and operated as a Deep Subsidy Unit in accordance with this Agreement.
“Dwelling Unit”	means a dwelling unit as defined in the Mayne Island Land Use Bylaw 146, 2008.
“Eligible Tenant”	means for a Deep Subsidy Unit, Market Unit, and RGI Unit, a Household with an Annual Household Income equal to or less than the Permitted Rent applicable to such unit as set out in this Agreement.
“Household”	means one or more individuals occupying the same Dwelling Unit.
“HILs”	Means the Housing Income Limits for Victoria published annually by BC Housing, provided that: a) The HILs shall be adjusted annually on January 1 of each calendar year to reflect the applicable Housing Income Limits for Mayne Island published by BC Housing. b) If BC Housing ceases to publish HILs but replaces HILs with a similar income limits or standards that are acceptable to the Local Trust Committee for the purposes of this Agreement, such replacement limit or standards shall replace HILs for the purposes of this Agreement. c) If BC Housing ceases to determine HILs and the HILs are not replaced by similar income limits or standards published by BC Housing that are acceptable to the Local Trust Committee, then the Maximum Income of Eligible Tenants of RGI Units shall be determined by reference to the final HILs published by BC Housing and thereafter increased annually by an amount equal to the increase, if any, in the

CPI for the period of January 1 to December 31 of the previous calendar year.

“Income Assistance” Social assistance, social security or another form of payment that the provincial or federal government provides to people in need who don’t have any other resource.

“Lands” has the meaning ascribed in Recital A.

“Lot 3 Equivalent” has the meaning ascribed to it in section 3.3 b).

“Market Rent” means a rent that is generally similar to the rent of other comparable Dwelling Units in the private (non-subsidized) housing market of Victoria or the Southern Gulf Islands.

“Market Rental Unit” means a Rental Housing Unit occupied and operated as a Market Rental Unit in accordance with this Agreement.

“Maximum Income” means:

- a) for a Dwelling Unit occupied and operated as a Deep Subsidy Unit, an Annual Household Income lower than the Deep Subsidy Income Limit applicable to the relevant unit;
- b) for a Dwelling Unit occupied and operated as a Market Unit, an Annual Household Income lower than the Middle Income Limits applicable to the relevant unit; and
- c) for a Dwelling Unit occupied and operated as a RGI Unit, an Annual Household Income lower than the HILs applicable to the relevant unit.

“Middle Income Limits” means the applicable Middle Income Limits published annually by BC Housing, provided that:

- a) The Middle Income Limits shall be adjusted annually on January 1 of each calendar year to reflect the applicable Middle Income Limits published by BC Housing.
- b) If BC Housing ceases to publish Middle Income Limits but replaces Middle Income Limits with a similar income limits or standards that are acceptable to the Local Trust Committee for the purposes of this Agreement, such replacement limit or standards shall replace Middle Income Limits for the purposes of this Agreement.
- c) If BC Housing ceases to determine Middle Income Limits and the Middle Income Limits are not replaced by similar income limits or standards published by BC Housing that are acceptable to the Local Trust Committee, then the Maximum Income of Eligible Tenants of

RGI Units shall be determined by reference to the final Middle Income Limits published by BC Housing and thereafter increased annually by an amount less than or equal to the increase, if any, in the CPI for the period of January 1 to December 31 of the previous calendar year.

“Permitted Housing Operator” means Mayne Island Housing Society, BC Housing, a housing society, a non-profit housing corporation, or other entity approved by the Local Trust Committee in writing.

“Permitted Rent” means:

- a) for a Dwelling Unit occupied and operated as a Deep Subsidy Unit, a monthly rent equal to or less than:
 - i. the monthly “Shelter Allowance” dictated by *Employment and Assistance Regulation*, BC Reg 263/2002, or equivalent housing allowance provided to families by the provincial government that receive Income Assistance, if the Eligible Tenant, collectively, is eligible to receive such Shelter Allowance, or
 - ii. 1/12 of 30% of the Eligible Tenant’s Annual Household Income;
- b) for a Dwelling Unit occupied and operated as a Market Unit, a monthly rent equal to or less than the applicable Market Rent; and
- c) for a Dwelling Unit occupied and operated as a RGI Unit, a monthly rent equal to or less than 1/12 of 30% of the Eligible Tenant’s Annual Household Income.

“Qualified Renter” means a Household:

- a) which meets the eligibility criteria for a Tenant of a Rental Housing Unit set out in Schedule A of this Agreement, and
- b) that has an Annual Household Income equal to or less than the Maximum Income applicable to such Rental Housing Unit as outlined in this Agreement. For clarity, the Maximum Income of a Rental Housing Unit is determined based on whether the unit is Deep Subsidy Unit, a Market Rental Unit, or a RGI Unit.

“Release” has the meaning ascribed in section 3.3 b).

“Rental Housing Unit” means a Dwelling Unit on the Lands in respect of which the construction, tenure, rent and occupancy are restricted in accordance with of this

Agreement.

"Rent-Geared-to-Income Unit" or "RGI Unit" means Rental Housing Unit occupied and operated as a Rental Unit where rent is related to income earned.

"*Residential Tenancy Act*" means the *Residential Tenancy Act* of British Columbia.

"Rezoning" has the meaning ascribed in Recital B.

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

"Tenancy Agreement" means a tenancy agreement as defined in, and subject to, the *Residential Tenancy Act*.

"Tenant Default" has the meaning ascribed section 2.3(g).

1.2 Interpretation

Reference in this Agreement to:

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

1.3 Headings

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

1.4 Entire Agreement

This is the entire Agreement among the parties concerning its subject and may be amended only by a document executed by all parties.

Article 2 – Rental Housing

2.1 Agreement over the Lands

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

- a) The Lands will not be developed, and no building or structure will be constructed on the Lands unless as part of and concurrently with the development and construction on the Lands, the Owner also constructs and completes 10 Rental Housing Units on the Lands.
- b) No building on the portion of the Lands zoned as Comprehensive Development Three (CD3) may be occupied or used for any purpose until and unless the Rental Housing Units are constructed in accordance with subsection 2.1 a) above.
- c) Neither the Lands nor any building thereon may be Subdivided without prior approval of the Local Trust Committee.
- d) It will maintain the Rental Housing Units in a satisfactory state of repair and fit for habitation and will comply with all laws, including health and safety standards, applicable to the Lands.
- e) If a Building is demolished or is otherwise replaced, this Agreement shall continue to apply to the Lands and the construction on the Lands shall be subject to the requirements of this Agreement.

2.2 Minimum Construction Requirements

The Rental Housing Units will be designed and constructed in accordance with the following requirements:

- a) all of the Rental Housing Units will be designed and constructed to the same standard, in terms of layout, workmanship, and materials;
- b) Rental Housing Units will consist of a mix of one bedroom units, two bedroom units and

at least one three bedroom unit

2.3 Occupancy and Management of Rental Housing Units

The Owner covenants and agrees not to rent or lease any Rental Housing Units except to a Qualified Renter and in accordance with the following additional requirements:

- a) The Rental Housing Units will be occupied as follows:
 - i. two of the Rental Housing Units will be occupied as Deep Subsidy Units, with each unit having not less than one bedroom;
 - ii. five of the Rental Housing Units will be occupied as Rent Geared to Income Units,
 - iii. three of the Rental Housing Units will be occupied as Market Rental Units.
- b) The monthly rent charged for a Rental Housing Unit will not exceed the Permitted Rent applicable to the Rental Housing Unit, and the Permitted Rent applicable to a unit is determined by the class of Eligible Tenant that occupies such unit. The Owner may increase the monthly rent under an existing Tenancy Agreement 12 months after the existing rent was initially established for the existing Tenants or 12 months after the date of the last rent increase allowed under this Agreement and by the maximum rent increase amount dictated by the *Residential Tenancy Act*.
- c) The Rental Housing Unit will be used or occupied only pursuant to a Tenancy Agreement.
- d) The Rental Housing Unit will be rented on a month-to-month basis or for a fixed term of one year or less.
- e) The Rental Housing Unit will only be occupied and rented to a Qualified Tenant, who will occupy the Rental Housing Unit as their permanent, principal and sole residence.
- f) The Owner will not require any Tenant under a Tenancy Agreement to pay any extra charges or fees for use of any common area or amenity, or for sanitary sewer, storm sewer, water utilities, property taxes and similar services. For clarity, this limitation does not apply to cablevision, telecommunications, laundry, or gas or electricity utility fees or charges.
- g) The Tenancy Agreement shall include a clause entitling the Owner to terminate the Tenancy Agreement if any of the following occur (each of which constitutes a "Tenancy Default"):
 - i. the Tenant subleases the Rental Housing Unit or assigns the Tenancy Agreement in whole or in part, without the Owner's consent; and
 - ii. the Tenant makes the Rental Housing Unit available, use, or allows it to be used as a short-term or vacation rental.
- h) In the event of a Tenancy Default, the Owner will end the Tenancy Agreement by

providing notice to the Tenant that ends the tenancy on the earliest date possible permitted under the *Residential Tenancy Act* and will cause the Tenant to vacate by that date.

- i) The Owner will not consent to the assignment of a Tenancy Agreement or the subletting of a Rental Housing Unit.
- j) The Owner will deliver to the Local Trust Committee a true copy of every Tenancy Agreement entered into in respect of any Rental Housing Unit within 10 business days of any request to do so.

2.4 Policies/Rules and Regulations/Administration by Owner

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

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

2.5 Monitoring and Reporting to the Local Trust Committee

The Owner must deliver to the Local Trust Committee upon request, a completed statutory declaration, substantially in the form attached as **Schedule "A"**, sworn by the Owner. The Local Trust Committee may request this statutory declaration up to four times in any calendar year, and the Owner must complete and supply the completed statutory declaration within 30 business days of receiving a request from the Local Trust Committee. The Owner irrevocably authorizes the Local Trust Committee to make reasonable inquiries it considers necessary in order to confirm compliance with this Agreement.

2.6 Owner May Request Revision of Terms

The Owner may request that the Local Trust Committee modify the terms of this Agreement, aside from section 2.1 and 2.2, in order to meet requirements imposed by an entity that has conditionally agreed to provide the funding to the Owner to construct the Rental Housing Units or operate the Rental Housing Units, or to do both, so that the terms of this Agreement do not conflict with such requirements.

Article 3 – General Terms

3.1 Demolition

The Owner will not demolish a Building or a Rental Housing Unit unless:

- (a) the Owner has obtained the written opinion of a professional engineer or architect who is at arm's length to the Owner that it is no longer reasonable or practical to repair or replace any structural component of the Building or such Rental Housing Unit without demolishing same, and the Owner has delivered to the Local Trust Committee a copy of the engineer's or architect's report; or
- (b) the Building or such Rental Housing Unit is damaged or destroyed, to the extent of 40% or more of its value above its foundations, as determined by the Local Trust Committee, in its sole discretion,

and, in each case, a demolition permit for the Building or such Rental Housing Unit has been issued by the Capital Regional District. Upon the issuance of such demolition permit, the Owner will completely demolish the Building or such Rental Housing Unit, as the case may be, under that permit.

3.2 Management

The Owner covenants and agrees that:

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

3.3 Discharge

- a) After the Rezoning, the Owner intends to subdivide the Lands as shown on the proposed subdivision plan attached hereto as Schedule "C" to create parcels equivalent in size and configuration to those labelled Lot 1, Lot 2, and Lot 3.
- b) Upon subdivision of the Lands and creation of a legal parcel equivalent in size, location and configuration of the parcel shown as Lot 3 on the proposed subdivision plan attached hereto (the "Lot 3 Equivalent"), the Owner may, at its sole cost, direct its solicitor to prepare a release of this Agreement from any parcel that is not the Lot 3 Equivalent (the "Release"), and deliver it to the Local Trust Committee.

- c) Upon review of the Release, if the Local Trust Committee is satisfied that the Lot 3 Equivalent is equivalent to the Lot 3 shown on the proposed subdivision plan and that, after the Release is filed, this Agreement will remain on title and continue to bind the owner of the Lot 3 Equivalent, the Local Trust Committee will execute the Release and return it to the Owner within a reasonable time.
- d) Upon receipt of the executed Release from the Local Trust Committee, the Owner may file the Release in the LTO.

3.4 Order to Comply

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

3.5 Society Standing

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

3.6 Specific Performance of Agreement

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

3.7 Assignment

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

3.8 Indemnity

The Owner shall indemnify and save harmless the Local Trust Committee and each of its elected officials, officers, directors, employees and agents from and against all claims, demands, actions, loss, damage, costs and liabilities for which any of them may be liable by reason of any act or omission of the Owner or its officers, directors, employees, agents or contractors or any other person for whom the Owner is by law responsible, including breaches

of this Agreement. This clause will survive the termination clause of this Agreement.

3.9 Release

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

3.10 Local Trust Committee Powers Unaffected

This Agreement does not limit the discretion, rights, duties or powers of the Local Trust Committee under any enactment or the common law, impose on the Local Trust Committee any duty or obligation, affect or limit any enactment relating to the use of the Lands, or relieve the Owner from complying with any enactment.

3.11 No Public Law Duty

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

3.12 No Waiver

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

3.13 Notice on Title

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

3.14 Covenant Runs with the Land

Every obligation and covenant of the Owner in this Agreement constitutes both a contractual

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

3.15 Limitation of the Owners' Obligations

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

3.16 Amendment and Termination

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

3.17 Notices

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

3.18 Enurement

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

3.19 Remedies Cumulative

The remedies of the Local Trust Committee specified in this Agreement are cumulative and are in addition to any remedies the Local Trust Committee at law or in equity. No remedy shall be deemed to be exclusive, and the Local Trust Committee may from time to time have recourse to one or more or all of the available remedies specified herein or at law or in equity.

3.20 Severability

If any term or provision of this Agreement, or its application to any person or circumstance shall to any extent be found to be invalid and unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

3.21 Joint and Several

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

3.22 Further Acts

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

3.23 Governing Law

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

3.24 Joint Venture

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

3.25 Time of Essence

Time is of the essence in this Agreement.

3.25 Further Assurances

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

3.26 Priority

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

3.26 Deed and Contract

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

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

CONSENT AND PRIORITY AGREEMENT

WHEREAS COMPUTERSHARE TRUST COMPANY OF CANADA, Inc. No. A052313 (the “Chargeholder”) is the holder of a Mortgage (the “Charge”) encumbering the lands (the “Lands”) described in item 2 of the *Land Title Act* Form C attached hereto, which was registered in the Victoria Land Title Office under number CA2493482.

THEREFORE THIS CONSENT AND PRIORITY AGREEMENT IS EVIDENCE THAT IN CONSIDERATION OF \$1.00 AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY THE TRANSFEREE TO THE CHARGEHOLDER:

1. The Chargeholder hereby consents to the granting and registration of the Section 219 Covenant attached hereto (the “Covenant”) and the Chargeholder hereby agrees that the Covenant shall be binding upon its interest in and to the Lands.
2. The Chargeholder hereby grants to the transferee described in item 6 of the *Land Title Act* Form C attached hereto priority for the Covenant over the Chargeholder’s right, title and interest in and to the Lands, and the Chargeholder does hereby postpone the Charge and all of its right, title and interest thereunder to the Covenant as if the Covenant had been executed, delivered and registered prior to the execution, delivery and registration of the Charge.

IN WITNESS WHEREOF, the Chargeholder has executed and delivered this Consent and Priority Agreement by executing the *Land Title Act* Form C above which is attached hereto and forms part of this Agreement.

CONSENT AND PRIORITY AGREEMENT

WHEREAS THE TORONTO-DOMINION BANK (the “Chargeholder”) is the holder of a Mortgage (the “Charge”) encumbering the lands (the “Lands”) described in item 2 of the *Land Title Act* Form C attached hereto, which was registered in the Victoria Land Title Office under number CA7179193.

THEREFORE THIS CONSENT AND PRIORITY AGREEMENT IS EVIDENCE THAT IN CONSIDERATION OF \$1.00 AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY THE TRANSFEREE TO THE CHARGEHOLDER:

1. The Chargeholder hereby consents to the granting and registration of the Section 219 Covenant attached hereto (the “Covenant”) and the Chargeholder hereby agrees that the Covenant shall be binding upon its interest in and to the Lands.
2. The Chargeholder hereby grants to the transferee described in item 6 of the *Land Title Act* Form C attached hereto priority for the Covenant over the Chargeholder’s right, title and interest in and to the Lands, and the Chargeholder does hereby postpone the Charge and all of its right, title and interest thereunder to the Covenant as if the Covenant had been executed, delivered and registered prior to the execution, delivery and registration of the Charge.

IN WITNESS WHEREOF, the Chargeholder has executed and delivered this Consent and Priority Agreement by executing the *Land Title Act* Form C above which is attached hereto and forms part of this Agreement.

SCHEDULE “A”

OWNER STATUTORY DECLARATION

CANADA

IN THE MATTER OF A HOUSING AGREEMENT

PROVINCE OF BRITISH COLUMBIA

WITH THE MAYNE ISLAND LOCAL TRUST
COMMITTEE (“Housing Agreement”)

I, _____ declare that:

1. I am the _____ [director, officer, employee] of the [Owner’s], the owner of the land, known as _____ [address], Mayne Island, legally described as
Parcel Identifier: _____
Legal Description: _____
 (“the Lands”).
2. I make this declaration to the best of my personal knowledge.
3. This declaration is made pursuant to the Housing Agreement registered against the Lands.
4. For the period from _____ to _____, the Rental Housing Units were only used by Qualified Renters (as defined in the Housing Agreement).
5. At no time during the last year were any of the Rental Housing Units used as a short-term vacation rental.
6. The rental payments charged for the Rental Housing Units were in compliance with the Housing Agreement and are listed in the attached list.
7. No subletting of the Lands has been permitted.
8. I acknowledge and agree to comply with all of the Owners’ obligations under the Housing Agreement, and other charges registered against the Lands and confirm that the Owner has complied with all of its obligations under these Agreements.
9. I make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath pursuant to the *Canada Evidence Act*.

DECLARED BEFORE ME at _____, British Columbia, this _____ day of _____, 20_____.

A Commissioner for taking Affidavits in
British Columbia

Signature of person making declaration

SCHEDULE “B”

Definition of a Qualified Renter

A Qualified Renter means a person aged 19 years or older who fits into at least one of the following categories, which are not listed in any particular priority order:

- 1) Has been living on Mayne Island for a minimum of one year; or
- 2) Is registered or is eligible to be a registered member of a First Nation with rights and responsibilities in and around what is known as Mayne Island, or, is considered by members of these First Nation communities to be part of the First Nation community regardless of current location of residence or work.

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

- a. Previous resident of Mayne Island who has lived away from the island for a maximum of three consecutive years; or
- b. Non-resident of Mayne Island who is hired to begin at least half-time work (20 hours per week) on Mayne Island; or
- c. A person who has been living on Mayne Island for less than a year but more than 6 months;
- d. A person with immediate family already living on Mayne Island. Immediate family means an individual to whom the person is related by blood, or by marriage, or common-law relationship, or by adoption.

Except that where there are no persons meeting the categories specified in clause 1), 2), or 3), nor a., b., c., d., e., or f. who make an application to rent an available unit and the lack of applications would result in a unit being vacant for more than one month, then a Qualified Occupant may be any person permitted by the funding organization

SCHEDULE “C”

Proposed Subdivision Plan

[Attach Proposed Full Size version of Subdivision Plan]

Commented [NC1]: This may be included with the covenant instead. Still to be determined.

PART 2 - TERMS OF INSTRUMENT

SECTION 219 COVENANT (Water Supply)

This Agreement dated for reference March 9, 2021 is between:

(the “**Owner**”)

AND:

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

(the “**Local Trust Committee**”)

GIVEN THAT:

- A. The Owner is the registered owner of land on Mayne Island more particularly described as:
(the “**Land**”).
- B. The Owner proposes to subdivide and develop the Land for residential use.
- C. The Owner wishes to grant the Local Trust Committee and the Capital Regional District a covenant under s. 219 of the *Land Title Act* (British Columbia) to regulate the use of the Land.

NOW THEREFORE, in consideration of the payment of \$2.00 by the Local Trust Committee to the Owner (the receipt and sufficiency of which is acknowledged by the Owner), and in consideration of the promises exchanged below, the Owner covenants and agrees with the Local Trust Committee in accordance with s. 219 of the *Land Title Act* (British Columbia) as follows:

Approvals

- 1. Where this Agreement requires the approval of the Local Trust Committee, approval may be given by the Islands Trust’s Regional Planning Manager, Southern Team and must, if given, be in writing.

Restriction on Use and Subdivision

- 2. The Owner shall not use or occupy the Land or any area into which the Land may be subdivided, for any residential or domestic purpose, unless the Owner is in full compliance with the terms of this Agreement.
- 3. The Land shall not be subdivided except to create lots having boundaries generally in accordance with the subdivision plan attached to this Agreement as Schedule A (the “**Subdivision Plan**”).
- 4. In this Agreement a reference to a numbered “Lot” is a reference to that Lot or area of the Land as shown on the Subdivision Plan, whether or not the Land has been subdivided.

Lot 3 Water Supply

5. The Owner of Lot 3 shall not start the construction or placement of any new residential building or structure on Lot 3 until the Owner has submitted to the Local Trust Committee and received the Local Trust Committee's approval of, a design for a water treatment system (the "**Water Treatment System**") for Lot 3 which is effective to make the water from any well that is proposed to supply domestic water in respect of any use of Lot 3 potable. Reference to the term "**potable**" in this Agreement shall mean that the water is safe to drink and suitable for domestic purposes and, without limiting the foregoing, meets a standard for potability no less than that specified in both the Land Use Bylaw and the Guidelines for Canadian Drinking Water Quality, as those standards may be revised from time to time. The design for the Water Treatment System shall be prepared by a certified water treatment specialist having professional qualifications acceptable to the Local Trust Committee acting reasonably (a "**Specialist**"), and shall include recommendations for ongoing maintenance to ensure the Water Treatment System continues to function as designed (the "**Maintenance Recommendations**").

6. No part of Lot 3, or any building or structure on Lot 3, shall be used or occupied for residential purposes, nor shall the Owner of Lot 3 request an occupancy permit for any building or structure on Lot 3, until the Owner of Lot 3 has installed the Water Treatment System and provided to the Local Trust Committee written confirmation from a Specialist that the Water Treatment System is operating as designed, and in particular, is capable of delivering sufficient potable water for residential uses on Lot 3.

7. The Owner of Lot 3 shall maintain the Water Treatment System in accordance with the Maintenance Recommendations and any manufacturer's instructions, and shall within 30 days of receiving a written request from the Local Trust Committee, provide written confirmation from a Specialist that the Water Treatment System has been properly maintained and is functioning as designed and intended.

Remediation and preservation of Land

8. No building, land alteration, construction or development is permitted on Lot 2 or Lot 3 except in accordance with all of the recommendations contained in the each of the following two reports (together, the "Environmental Reports"), excerpts of which are attached to this Covenant as Schedule B, and copies of which are held on file at the offices of the Local Trust Committee:

- (a) "Ecological Assessment Report for Proposed Affordable Housing Property", prepared by Keith Erickson and dated September 21st, 2020;
- (b) "Wetland Restoration Design Report", prepared by Robin Annschild and dated March 8, 2021;

except that in respect of Lot 2, the requirement to follow the recommendations of the Wetland Restoration Design Report for wetland remediation only applies to the area labelled "Wetland Remediation Zone Lot 2" on the Subdivision Plan.

9. Neither of Lot 2 or Lot 3 may be used or occupied for residential purposes until:

- (a) the Local Trust Committee has received written confirmation from a suitably qualified professional that the recommendations in the Environmental Reports have been adhered to and implemented where applicable; and
- (b) if required by the Local Trust Committee in its sole discretion, the title of Lot 2 or Lot 3 is charged with a further covenant to ensure ongoing preservation of any areas of land,

trees, or other vegetation on Lot 2 or 3 that are identified for preservation in the Environmental Reports.

Lot 3 Construction

10. No buildings shall be constructed or developed on Lot 3, except in the areas of Lot 3 where buildings are shown on the Subdivision Plan, and subject to such further minor alterations as may be authorized by the Local Trust Committee.

Lot 2 Construction

11. No building or structure shall be constructed, placed or Located on Lot 2 except within the area of Lot 2 shown as "Building Zone" on the Subdivision Plan.

12. The Owner of Lot 2 shall not start the construction of any building or structure on Lot 2 until the Owner of Lot 3 has completed the construction of, and received any occupancy permit required by the Capital Regional District for, at least XXX units of affordable housing, on Lot 3.

No Effect on Laws or Powers

13. This Agreement does not

- (a) affect or limit the discretion, rights, duties or powers of the Local Trust Committee under any enactment or at common law, including in relation to the use or subdivision of the Land except as expressly set out herein;
- (b) impose on the Local Trust Committee any legal duty or obligation, including any duty of care or contractual or other legal duty or obligation, to enforce this Agreement except as expressly set out herein;
- (c) affect or limit any enactment relating to the use or subdivision of the Land;
- (d) relieve the Owner from complying with any enactment, including in relation to the use or subdivision of the Land.

Limitation on Obligations

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

No Liability in Tort

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

Covenant Runs With the Land

16. Unless it is otherwise expressly provided in this Agreement, every obligation and covenant of the Owner in this Agreement constitutes a personal covenant and also a covenant granted under s. 219 of the Land Title Act (British Columbia) in respect of the Land. This Agreement burdens the Land and runs with it and binds the successors in title to the Land. This Agreement burdens and charges all of the Land and any parcel into which it is subdivided by any means and any parcel into which the Land is consolidated.

Registration

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

Waiver

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

Severance

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

No Other Agreements

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

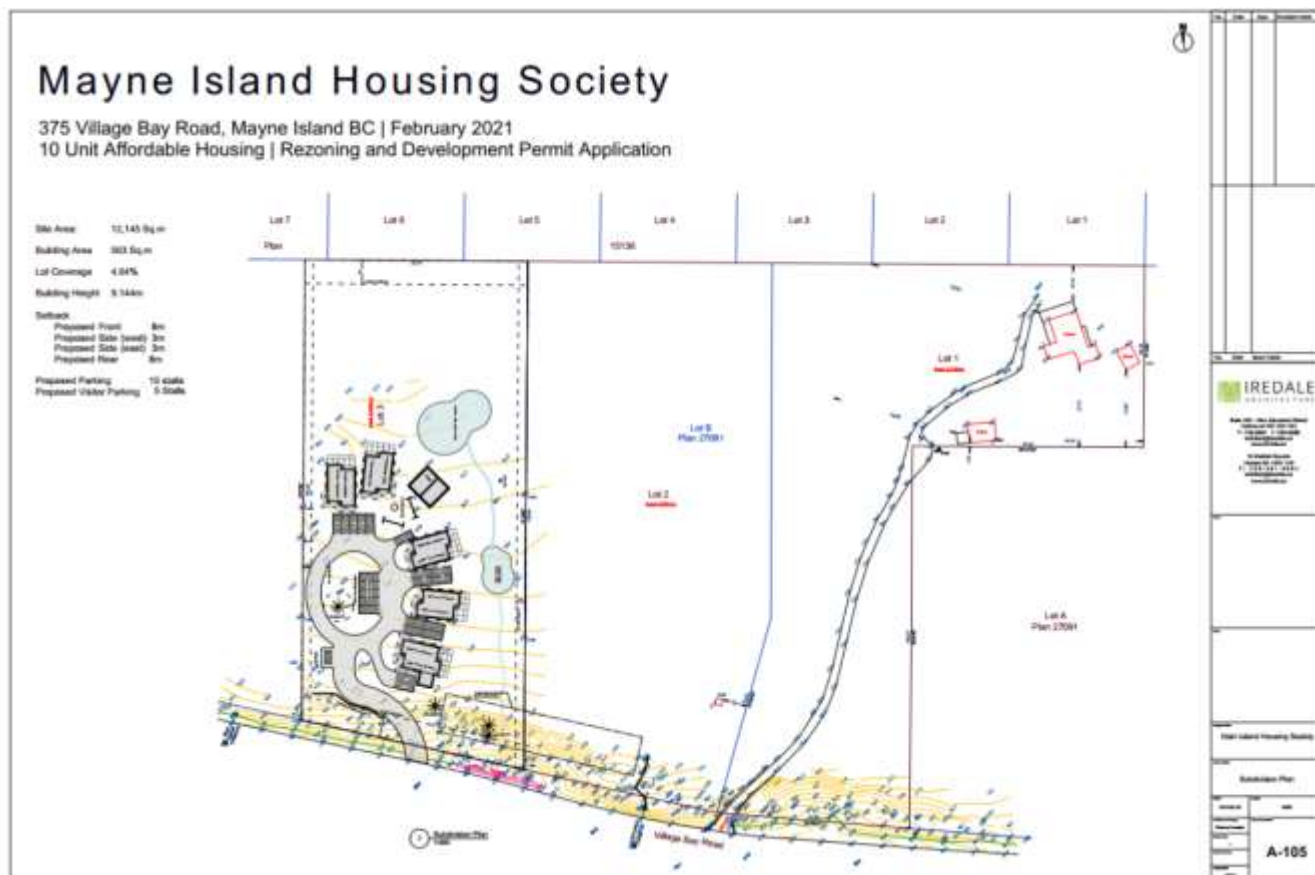
Binding of Successors

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

Execution Using Form C

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

SCHEDULE A – THE SUBDIVISION PLAN



Schedule B – Environmental Report Excerpts

To be completed

DRAFT

MAYNE ISLAND LOCAL TRUST COMMITTEE BYLAW NO. 181

A BYLAW TO AMEND MAYNE ISLAND OFFICIAL COMMUNITY PLAN BYLAW NO. 144, 2007

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

1. CITATION

This Bylaw may be cited for all purposes as “Mayne Island Official Community Plan Bylaw No. 144, 2007, Amendment No. 1, 2021”.

2. SCHEDULES

Mayne Island Official Community Plan No. 144, 2007 is amended as shown on Schedule 1, attached to and forming part of this bylaw.

3. SEVERABILITY

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

READ A FIRST TIME THIS _____ DAY OF _____ 2021.

READ A SECOND TIME THIS _____ DAY OF _____ 2021.

READ A THIRD TIME THIS _____ DAY OF _____ 2021.

PUBLIC HEARING HELD THIS _____ DAY OF _____ 2021.

APPROVED BY THE EXECUTIVE COMMITTEE OF THE ISLANDS TRUST THIS _____ DAY OF _____ 20__

APPROVED BY THE MINISTER MUNICIPAL AFFAIRS AND HOUSING
THIS _____ DAY OF _____ 20__

ADOPTED THIS _____ DAY OF _____ 20__

Chair

Secretary

**MAYNE ISLAND LOCAL TRUST COMMITTEE
BYLAW NO. 181**

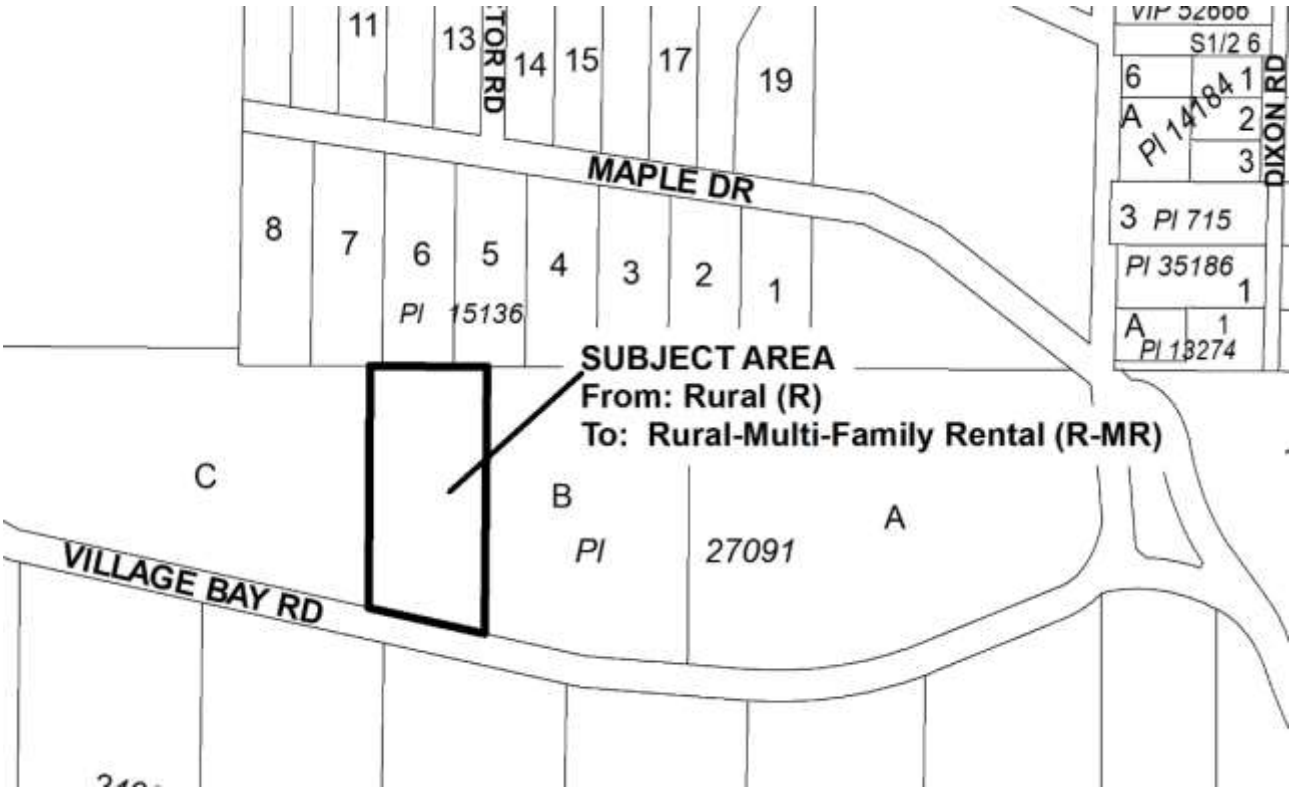
SCHEDULE 1

The Mayne Island Official Community Plan No. 144, 2007, is amended as follows:

1. By amending Schedule B by changing the land use designation on a portion of Lot B, Section 7, Mayne Island, Cowichan District Plan 27091 from Rural (R) to Rural – Multi-Family Residential (R-MR) as shown on Plan No. 1, which is attached to and forms part of this bylaw.

MAYNE ISLAND LOCAL TRUST COMMITTEE
BYLAW NO. 181

Plan No.1



DRAFT

MAYNE ISLAND LOCAL TRUST COMMITTEE BYLAW NO. 183

A BYLAW TO AMEND MAYNE ISLAND LAND USE BYLAW NO. 146, 2008

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

1. Citation

This bylaw may be cited for all purposes as “Mayne Island Land Use Bylaw No. 146, 2008, Amendment No. 1, 2021”.

2. Mayne Island Local Trust Committee Bylaw No. 146, cited as “Mayne Island Land Use Bylaw No. 146, 2008,” is amended as follows:

2.1 By adding to Definitions ““Multi-family rental housing” means residential use of attached dwelling units that are limited to residential rental tenure.’

2.2 By adding to the definition of Dwelling unit “multi-family housing” after “secondary suite”

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

2.4 By inserting a new row in the table in subsection to 5.5 (14) in the Rural (R) zone as follows:

Column 1	Column 2	Column 3
Site-Specific Zone	Location Description	Site Specific Regulations
R (f)	A portion of Lot B, Section 7, Mayne Island, Cowichan District Plan 27091	(1) Despite 5.5(13) above the average lot area must not be less than 1.3 hectares (3.3 acres).

2.5 By adding “5.28 Comprehensive Development Three (CD3) Zone” as a new zone following subsection 5.27:

“The purpose of the Comprehensive Development Three Zone is to provide for and regulate the development of multi-family rental housing.

Permitted Uses

(1) The following uses are permitted, subject to the regulations set out in this Section and the general regulations, and all other uses are prohibited:

- (a) Multi-family rental housing
- (b) Accessory uses, buildings and structures

Density

- (2) The maximum number of dwelling units in the CD3 zone is 10
- (3) The maximum lot coverage is 20%.

Size and Siting

- (4) The minimum setback for any building or structure is:
 - (a) 8 metres (26 feet) from any front, rear or exterior side lot line;
 - (b) ~~8.3~~ metres (~~26.9~~ feet) from any interior side lot line;
- (5) The maximum height for any dwelling unit is 9 metres (29.5 feet).
- (6) The maximum height for any accessory building or structure is 5 metres (16.5 feet).

Subdivision Lot Area Requirements

- (7) The minimum lot area is 1.3 hectares (3.3 acres).

Form of Tenure

- (8) All dwelling units in the Comprehensive Development Three (CD3) Zone shall be limited to residential rental tenure."

- 2.6 By adding "Comprehensive Development Three CD3" to 4.1(1) (Division into Zones) following "Comprehensive Development Two CD2"
- 2.7 Schedule "B" – Zoning Map, is amended by changing the zoning classification of a portion of Lot B, Section 7, Mayne Island, Cowichan District Plan 27091, from Rural (R) to Comprehensive Development Three (CD3) as shown on Plan No.1, which is attached to and forms part of this bylaw, and by making such alterations to Schedule "B" to Bylaw No. 146 as required to effect this change.
- 2.8 Schedule "B" – Zoning Map, is amended by changing the zoning classification of a portion of Lot B, Section 7, Mayne Island, Cowichan District Plan 27091, from Rural (R) to (R(f) as shown on Plan No.1, which is attached to and forms part of this bylaw, and by making such alterations to Schedule "B" to Bylaw No. 146 as required to effect this change.
- 2.9 Schedule "D" – Zoning Map, is amended by removing a portion of Lot B, Section 7, Mayne Island, Cowichan District Plan 27091 from " areas where secondary suites are permitted" as shown on Plan No.2, which is attached to and forms part of this bylaw, and the making of such alterations to Schedule "D" to Bylaw No.146 as required to effect this change.

3. SEVERABILITY

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

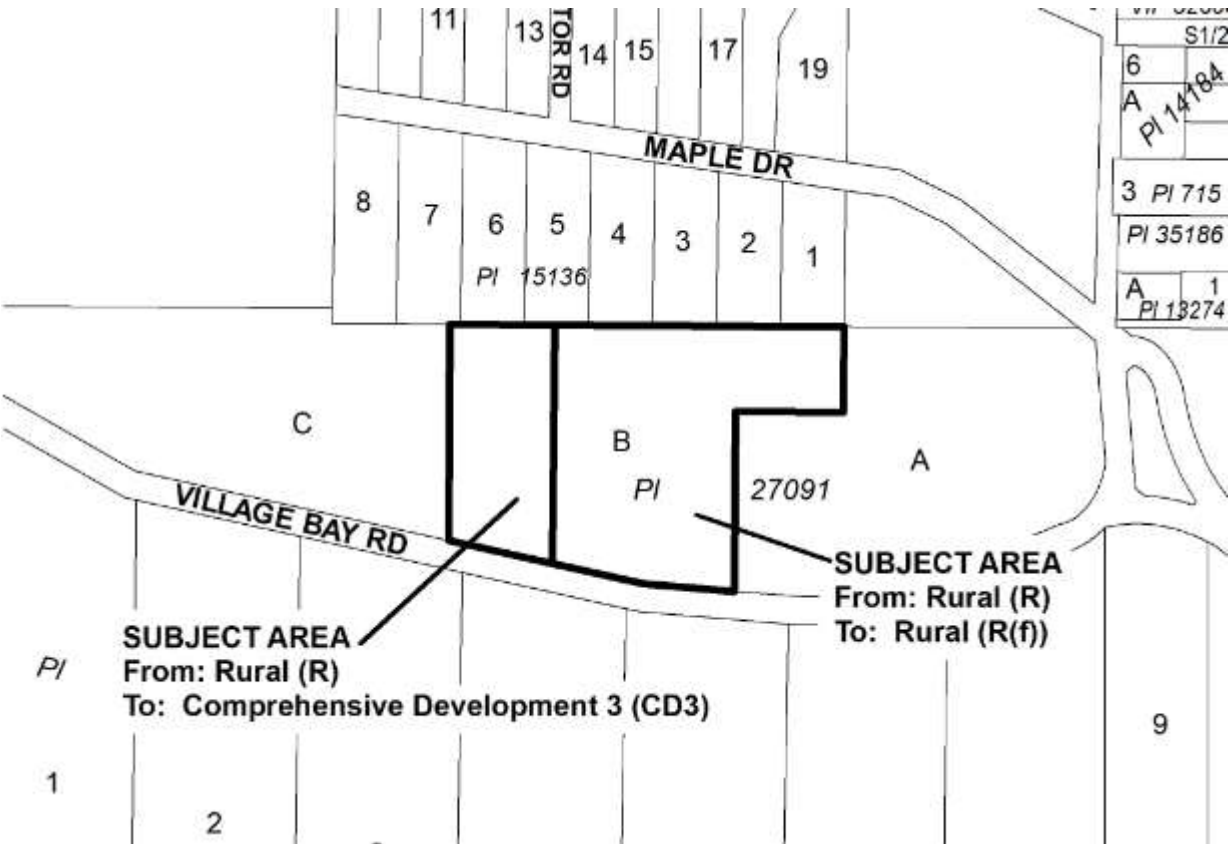
READ A FIRST TIME THIS	DAY OF	2021.
READ A SECOND TIME THIS	DAY OF	2021.
READ A THIRD TIME THIS	DAY OF	2021.
PUBLIC HEARING HELD THIS	DAY OF	2021.
APPROVED BY THE EXECUTIVE COMMITTEE OF THE ISLANDS TRUST THIS		
_____	DAY OF _____	20__
ADOPTED THIS	_____ DAY OF _____	20__

Chair

Secretary

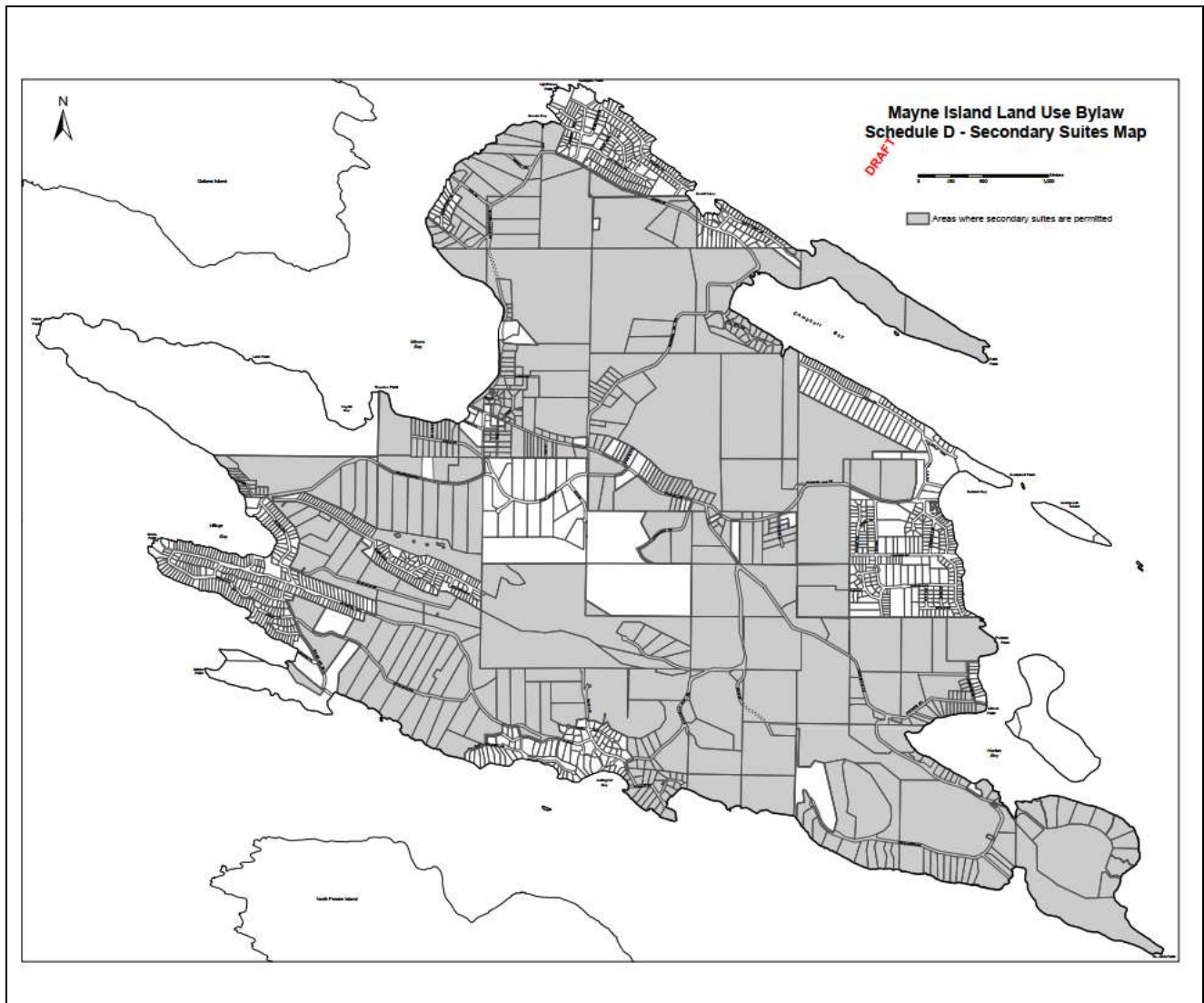
MAYNE ISLAND LOCAL TRUST COMMITTEE
BYLAW NO. 183

Plan No. 1



MAYNE ISLAND LOCAL TRUST COMMITTEE
BYLAW NO. 183

Plan No. 2



Top Priorities Report

Mayne Island

1. Flexible Housing Regulations and Policy Review

Responsible

Dates

Narrisa Chadwick

Rec'd: 26-Nov-2018

Initial staff report prepared for Oct 28, 2019 LTC meeting

Further staff report prepared for January 27, 2020 LTC Meeting

Report brought back to July 27, 2020 LTC meeting

Report prepared for September 28, 2020 LTC meeting

Report prepared for October 26, 2020 LTC meeting

Special meeting to be scheduled for January.

Special meeting held January 18, 2021.

Additional special meetings to be scheduled for March and April 2021.

Three special meetings have been completed.

Staff to provide report to June 21, 2021 meeting.

Addition proposed at Sept 27, 2021 meeting.

2. OCP and LUB Minor Amendments

Responsible

Dates

Narrisa Chadwick

Rec'd: 29-Mar-2021

Target: 30-Sep-2022

To include: Felix Jack Park, removal of Parks Plan, rezoning for Agricultural Association new building purchase, addressing maximum density on lots that have covenants restricting further subdivision, First Nations acknowledgement.

Staff report including list of proposed amendments presented to May 10, 2021 LTC Meeting.

Patios and Signs added to list of amendments. Project Charter developed.

Top Priorities Report

Mayne Island

Mayne Island Brewery added to list of amendments

3. *Groundwater Sustainability Project*

LTC to wait to see what comes out of Galiano and North Pender Projects.

Responsible

Narrisa Chadwick
William Shulba

Dates

Rec'd: 27-May-2019
Target: 31-Mar-2021

Projects Report

Mayne Island

1. *Climate Change Adaptation*

Responsible

Date Received

Consider regulatory changes and implementation of new DPA authority

02-Mar-2009

2. *Waste Management*

Responsible

Date Received

31-Oct-2017

3. *Fallow Deer*

Responsible

Date Received

26-Mar-2018

4. *Cannabis Production - Regulating structures*

Responsible

Date Received

24-Sep-2018

5. *Review of Contractors Yards*

Responsible

Date Received

27-May-2019

6. *Paved surfaces and patios.*

Responsible

Date Received

28-Sep-2020

Projects Report

Mayne Island

7. *Groundwater Implementation*

Responsible

Date Received

Will wait until Galiano has gone through their process.

30-Nov-2020

**Development Variance Permit**

File Number	Applicant Name	Date Received	Purpose
MA-DVP-2021.5	Bruce Hollingshead	29-Jun-2021	183 MARINERS WAY - Application for a variance for siting of replacement existing boat shed with a larger one in a setback

Planner: Narrisa Chadwick

Planning Status

Status Date: 25-Oct-2021

Staff report presented to LTC

Status Date: 05-Oct-2021

Notice and draft circulated

Status Date: 12-Aug-2021

staff visited property and spoke with applicant

File Number	Applicant Name	Date Received	Purpose
MA-DVP-2021.7	Dale Puskas/CRD	13-Jul-2021	Anson Road - application for a variance to setback from natural boundary

Planner: Phil Testemale

Planning Status

Status Date: 16-Sep-2021

October 25 Agenda for consideration.

Status Date: 05-Aug-2021

Applicant inquired fr Planner re payment, emailed fee amt & payment info to Applicant. - SRialp

Status Date: 26-Jul-2021

files received, EDM folder created, reviewed by RPM, assigned to Phil - DL



Applications

Rezoning

File Number	Applicant Name	Date Received	Purpose
MA-RZ-2020.1	Mayne Island Housing Society	17-Jun-2020	375 Village Bay Road - Mayne Island Housing Society applying for a rezoning to allow for subdivision into two residential parcels and one multi-family development

Planner: Narrisa Chadwick

Planning Status

Status Date: 14-Oct-2021
Covenant drafted

Status Date: 14-Oct-2021
Elements of covenant and housing agreement discussed with MIHS

Status Date: 13-Oct-2021
Housing agreement updated

Subdivision

File Number	Applicant Name	Date Received	Purpose
MA-SUB-2018.1	Brent Mayenburg (Maude)	09-Apr-2018	Referral of a subdivision for 3 lots

Planner: Narrisa Chadwick

Planning Status

Status Date: 22-Apr-2020
Extension of the PLA has been requested

Status Date: 18-Sep-2019
Waiting for applicant to work through PLA conditions.

Status Date: 16-May-2019
PLA received from MoTI April 25, 2019.



Applications

Subdivision

File Number	Applicant Name	Date Received	Purpose
MA-SUB-2020.1	Arbutus Bay Estates Ltd.	04-Jun-2020	797 Beechwood Drive - Subdivision referral application review for two lots.
Planner: Phil Testemale			
Planning Status			
Status Date: 18-Sep-2020 Letter (August 31, 2020) to LTC req. waiving of req. for survey for DP on September 28, 2020 agenda.			
Status Date: 13-Aug-2020 PLRS was received from MoTI Officer, Owen Page. Completion of PR pending receipt of info from applicant.			
Status Date: 11-Aug-2020 Applicant is waiting for PLA prior to applying for DVP (required survey)			

Temporary and Industrial Use Permit

File Number	Applicant Name	Date Received	Purpose
MA-TUP-2021.3	HaQ, FARHEEN	07-Apr-2021	752 Seaview Road - A temporary Use Permit for a short term vacation rental.
Planner: Phil Testemale			
Planning Status			
Status Date: 06-Oct-2021 Application and draft TUP referred to CBBID			
Status Date: 01-Oct-2021 LTC comments and request for information to applicant			
Status Date: 16-Sep-2021 September 27 agenda for consideration			

Islands Trust
LTC EXP SUMMARY REPORT F2022
Invoices posted to Month ending August 2021

645 Mayne	Invoices posted to Month ending August 2021	<u>Budget</u>	<u>Spent</u>	<u>Balance</u>
65000-645	LTC "Trustee Expenses"	320.00	0.00	320.00
LTC Local				
65200-645	LTC - Local Exp - LTC Meeting Expenses	1,301.00	728.84	572.16
65210-645	LTC - Local Exp - APC Meeting Expenses	370.00	0.00	370.00
65220-645	LTC - Local Exp - Communications	250.00	414.00	-164.00
65230-645	LTC - Local Exp - Special Projects	294.00	0.00	294.00
TOTAL LTC Local Expense		<u>2,215.00</u>	<u>1,142.84</u>	<u>1,072.16</u>
Projects				
73001-645-2005	Mayne OCP/LUB	2,000.00	0.00	2,000.00
73001-645-4100	Mayne Island Housing	2,500.00	153.75	2,346.25
TOTAL Project Expenses		<u>4,500.00</u>	<u>153.75</u>	<u>4,346.25</u>

Standing Resolutions Log

Mayne Island

Resolution Number	Action	Date
2021-011 (Standing)	Carried	25-Jan-2021
that the Mayne Island Local Trust Committee request that prior to expiration of Advisory Planning Commission members terms of office, staff write to commissioners asking if they wish to be re-appointed and also advertise for expressions of interest for new commissioners		
2020-022 (Standing)	Carried	24-Feb-2020
that the Mayne Island Local Trust Committee adopt the following standing resolution with respect to First Nations in the Local Trust Area: Whereas the Local Trust Committee seeks to engage in Reconciliation with local First Nations, governments and the island community by honouring the Truth and Reconciliation Commission (TRC) Calls to Action, United Nations Declaration on the Rights of Indigenous Peoples (UNDRIP), Draft Principles that Guide the Province of British Columbia's Relationship with Indigenous Peoples, and Islands Trust First Nations Engagement Principles, the Local Trust Committee endeavours to:		
a) Annually, write a letter to First Nations, (re)introducing trustees and staff and provide a schedule of known Local Trust Committee meetings for the upcoming year, as well as, provide an update of current projects and advocacy activities;		
b) For various Local Trust Committee meetings, invite elders from local First Nations to attend and provide a traditional welcome to the territory;		
c) Work with First Nation governments on cooperative initiatives, including and not limited to, language, place names, territorial acknowledgements, and community education on Coast Salish and local First Nations' cultural heritage and history;		
d) Work with First Nation governments on engagement principles for inclusive land use, marine use, and climate change planning; advocacy, protection and stewardship; and knowledge and information sharing protocols;		
e) Establish and maintain government-to-government dialogue with First Nations, now and into the future, based on respect and recognition of Aboriginal rights and title, treaty rights, and First Nations' traditional territories within the Islands Trust Area.		

Standing Resolutions Log

Mayne Island

Resolution Number	Action	Date
2018-049 (Standing)	Carried	24-Sep-2018
- Proposed or amended licenses for non-medical cannabis retail establishments require an application to the local trust committee. - The application process shall comprise a public consultation component, which includes at least one notification to neighbours, one public meeting, posting of public notices and one advertisement in a local periodical. - The public consultation process shall be determined by the local trust committee after initial review of the proposal. - However, as a minimum, the local trust committee will mail or otherwise deliver a notice to all owners and residents of properties within a 500 metre radius of the subject property where the establishment is proposed at least 10 days before adoption of a resolution providing comment on the application. The required notice shall include the following information: - o Name of the applicant and a description of the proposal in general terms - o The location of the proposed establishment and the subject site - o The place where, and date and time when, both a public meeting will be held and a resolution of the local trust committee considered. - o The name and contact information of the Islands Trust planning staff member who can provide copies of the proposed or amended license application - o How public comments may be submitted to the local trust committee		



Standing Resolutions Log

Mayne Island

Resolution Number	Action	Date
2017-028 (Standing) That the Mayne Island Local Trust Committee adopts the following resolution in regards to Bylaw Enforcement of Unlawful Short Term Vacation Rentals (USTVR): a) Given finite resources available for enforcement activities and in order to ensure the most effective results for enforcement activities, Unlawful Short Term Vacation Rentals that have one or more of the following characteristics will be subject to proactive enforcement: i) they are advertised on the internet, newspapers or other media; ii) they are not managed by an owner of the USTVR property who lives on Mayne Island; iii) more than one dwelling on the lot is simultaneously made available for USTVR; iv) while the property is used as a USTVR, persons are permitted to stay in tents or trailers; v) there are issues related to health and safety on the property; vi) there is a written complaint by owners or residents of two properties about bona fide serious nuisance issues such as noise or parking congestion related to the USTVR; vii) the owner of the property uses more than one property on Mayne Island as a USTVR. b) Nothing in this enforcement policy should be interpreted as giving permission to violate the Land Use Bylaw and the Mayne Island Trust Committee may change this policy at any time and may give direction to expand enforcement activities at any time.	Carried	26-Jun-2017
2017-027 (Standing) That the Mayne Island Local Trust Committee directs staff to take enforcement action against unlawful dwellings only if one of the following conditions exists: 1.1. There is a complaint from an immediate neighbor; or, 1.2. There is a referral from an agency responsible for health and safety issues that is doing concurrent enforcement. 2. Nothing in this enforcement policy should be interpreted as giving permission to violate the Land Use Bylaw and the Mayne Island Local Trust Committee may change this policy at any time and may give direction to expand enforcement activities at any time.	Carried	26-Jun-2017
2016-055 (Standing) that the Mayne Island Local Trust Committee direct staff to create a policy to advertise all statutory public notices in the Mayne Liner.	Carried	27-Jun-2016

Standing Resolutions Log

Mayne Island

Resolution Number	Action	Date
2012-000 (Standing)	Carried	01-Feb-2012
That where a Liquor Control and Licensing Branch Special Occasion License referral relates to a property where Mayne Island Land Use Bylaw 146, 2008 permits public assembly uses, such as halls, recreation facilities or restaurants, and where it can be determined that the organization or applicant have had no issues related to parking or past complaints for the preceding three years, staff may approve the Special Occasion License without referral to the Local Trust Committee. All other Special Occasion License referrals are to be referred to the Local Trust Committee for consideration.		
2011-044 (Standing)	Carried	02-May-2011
that Mayne Island Local Trust Committee direct staff to only include in-camera minutes on agendas where there are other reasons to close the meeting to the public.		