



Mayne Island Local Trust Committee Regular Meeting Agenda

Date: June 26, 2023
Time: 1:30 pm
Location: Mayne Island Agricultural Hall
430 Fernhill Road, Mayne Island, BC

			Pages
1.	CALL TO ORDER	1:30 PM - 1:30 PM	
2.	RISE AND REPORT (from May 29, 2023 meeting)		
3.	APPROVAL OF AGENDA	1:30 PM - 1:35 PM	
4.	TOWN HALL AND QUESTIONS	1:35 PM - 1:50 PM	
5.	COMMUNITY INFORMATION MEETING - None		
6.	PUBLIC HEARING - None		
7.	MINUTES	1:50 PM - 2:00 PM	
7.1	Local Trust Committee Special Meeting Minutes Dated April 19, 2023 (for Adoption)		3 - 4
7.2	Local Trust Committee Special Meeting Minutes Dated May 29, 2023 (for Adoption)		5 - 8
7.3	Local Trust Committee Minutes Dated May 29, 2023 (for Adoption)		9 - 17
7.4	Section 26 Resolutions-without-meeting Report - None		
7.5	Advisory Planning Commission Minutes - None		
8.	BUSINESS ARISING FROM THE MINUTES		
8.1	Follow-up Action List Dated June 2023		18 - 20
9.	DELEGATIONS		
10.	CORRESPONDENCE		
	<i>Correspondence received concerning current applications or projects is posted to the LTC webpage</i>		
11.	APPLICATIONS AND REFERRALS	2:00 PM - 2:30 PM	

11.1	MA-RZ-2020.1 (Mayne Island Housing Society) - Proposed Bylaws 181, 182 and 183 - Consideration of Adoption - Staff Report (attached)	21 - 59
11.2	MA-DVP-2023.4 (Loubardeas) - Staff Report (attached)	60 - 86
12.	LOCAL TRUST COMMITTEE PROJECTS	2:30 PM - 3:00 PM
12.1	Land Use Bylaw Review - Staff Report (attached)	87 - 89
13.	REPORTS	3:00 PM - 3:10 PM
13.1	Work Program Reports (attached)	
13.1.1	<u>Active Projects Report Dated June 2023</u>	90 - 90
13.1.2	<u>Future Project List Report Dated June 2023</u>	91 - 91
13.2	Applications Report Dated June 2023 (attached)	92 - 95
13.3	Trustee and Local Expense Report Dated April 2023 (attached)	96 - 96
13.4	Adopted Policies and Standing Resolutions (attached)	97 - 101
13.5	Local Trust Committee Webpage	
13.6	Chair's Report	
13.7	Trustee Report	
13.8	Electoral Area Director's Report	
13.9	Islands Trust Conservancy Report - None	
14.	NEW BUSINESS	
15.	UPCOMING MEETINGS	
15.1	Next Regular Meeting Scheduled for July 31, 2023 at the Mayne Island Agricultural Hall, Mayne Island	
16.	TOWN HALL	3:10 PM - 3:25 PM
17.	CLOSED MEETING - None	
18.	ADJOURNMENT	3:25 PM - 3:25 PM



DRAFT

Local Trust Committee Minutes Subject
to Approval
by the Local Trust Committee

Mayne Island Local Trust Committee Minutes of Special Meeting

Date: April 19, 2023
Location: Mayne Island Agricultural Hall
430 Fernhill Road, Mayne Island BC

Members Present: Tobi Elliot, Chair
Jeanine Dodds, Local Trustee
David Maude, Local Trustee

Staff Present: Narissa Chadwick, Island Planner
Fran Munro, Recorder (electronic)

Others Present: Habitat for Humanity members (Scott Dutchak, Tiffany Gates, and David Gregory)
There were approximately 26 members of the public present

1. CALL TO ORDER

Chair Maude called the meeting to order at 3:00 p.m. He acknowledged that the meeting was being held in traditional territory of the Coast Salish First Nations.

2. APPROVAL OF AGENDA

By general consent, the agenda was approved as presented.

3. BUSINESS ITEMS

3.1 Conversation with Habitat for Humanity (HH)

- The HH model provides affordable home ownership, not rental housing
- Research shows positive outcomes for families who participate in HH home ownership
- To qualify, you must be:
 - employed to pay the mortgage
 - within a certain wage bracket
 - willing to partner with HH (500 hours of volunteer hours)
- Participants take on an independent 3rd party mortgage
- Traditional mortgages do not cover the full cost, so HH provides a 2nd mortgage that is interest free. Mortgage will not exceed 30% of the family income.
- Monthly payments are income tested.
- Must be registered on title for a buy back if the family wishes to re-sell
- If the family sells the house they receive gains based on the principal on the 1st mortgage and a 2% of the appreciation of the value
- Participants will be registered on title and can sell back to HH once the children have moved out. They will not be kicked out.

- In the Victoria CRD, the applicant must be living on the island for 2 years or more
- In the Victoria CRD, the cost of the home cannot exceed \$400,000
- The application takes four months from start to finish
- Works with families with \$40,000- \$120,000 yearly income
- Some houses have been built with a secondary suite to rent out, but rental may have to meet certain HH requirements, such as affordability
- Homeowner is able to choose who the suite is rented to
- Owners are required to pay for the upkeep of the house
- Grandparents and adult children may live with the family, but are subject to income testing
- Larger donated properties can be re-zoned for subdivision
- HH looks for properties with easily accessible schools, daycares, shopping, etc...
- Increasing the supply of housing can help with the housing crisis to support those who do not fit the young family criteria
- There are several options for completing the 500 volunteer hours (100 volunteer hours can be completed by friends and family)
- Families are able to choose from colour palate, layout, appliance, and storage options
- HH planning guidelines determine the number of bedrooms and square footage based on family composition (quantity and gender of children)
- Self-employed applicants must to be able to demonstrate income for income testing
- HH will provide tax receipts to donors
- Prefab homes can take 6 to 8 months, and new builds can take around 18 months to become available
- The type of family composition that HH builds houses for will be determined by community consultation

4. ADJOURNMENT

By general consent, the meeting was adjourned at 4:00 p.m.

Tobi Elliott, Chair

Certified Correct:

Fran Munro, Recorder

Mayne Island Local Trust Committee Minutes of Special Meeting

Date: May 29, 2023
Location: Mayne Island Agricultural Hall
430 Fernhill Road, Mayne Island BC

Members Present: Tobi Elliott, Chair
David Maude, Local Trustee
Jeanine Dodds, Local Trustee

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

Others Present: Approximately nine (9) members of the public were present.

1. CALL TO ORDER

Chair Elliott called the meeting to order at 12:00 p.m. She acknowledged that the meeting was being held in traditional territory of the Coast Salish First Nations.

2. APPROVAL OF AGENDA

By general consent, the agenda was approved as presented.

3. COMMUNITY INFORMATION MEETING

3.1 Mayne Island Housing Action Plan

Planner Chadwick reviewed the procedures to date. For the past four years the LTC has been working on housing and exploring options. The Flexible Housing Project has been discussed at a number of community meetings. The LTC has developed an understanding of the community needs related to housing and the implementation of the Housing Action Plan will include further community engagement.

A pilot area has been identified with the focus on smaller units without increasing overall footprint – increase of rentals, increased variety of housing.

A funding program has been announced through Canada Mortgage and Housing Corporation (CMHC) – Housing Accelerator Fund. Mayne Island LTC in a good position to make an application.

Planner Chadwick provided an overview of the draft Mayne Islands Housing Action Plan.

Discussion

Deb Foote: questioned if property eligible for a second home why requirement of a Temporary Use Permit (TUP) for a tiny home.

- Tiny home on wheels: not approved by Standards
- May not have inspections on construction – building permit
- Province reviewing standards
- Affix to ground
- With Building Permit no need for TUP

Planner Chadwick clarified that a TUP for a second dwelling if permitted would not required a TUP

Tim Mackie: Identified that there are a number of things needed to support housing that are outside of LTC mandate and action plan should identify what other agencies are willing to do.

Planner Chadwick stated document being submitted to CMHC provides opportunity to identify other factors/resources/ need for collaboration and partnership

Deborah Goldman: commended report – excellent; so many ideas and possibilities: importance of communication between government levels; if possible, reduce barriers – make it easier to pass through levels.

Discussion

- Regional Planning Committee allocated budget to housing
- Development of Housing Strategy at a Trust wide level
- Development of a tool kit for housing plans/projects
- Opportunity to identify advocacy actions
- CRD Southern Gulf Islands Housing Action Plan
- Partnership critical to work across levels
- Reduce permit barriers e.g., Vancouver Island Health Authority (VIHA) and Ministry of Transportation and Infrastructure (MoTI)
- IT engaged with lessening barriers: VIHA, CRD – simpler and easier
- increase rural directives vs. urban
- bureaucracy moves slowly – just opened door especially on building permits
- continue to meet/discuss

Rick Milne: complimented report and transparency of LTC. Important to be cautions and practical. In consideration of site on Church property: factor in increased traffic - LTC little control over what's built and how - distance to school – no sidewalks – safe for seniors to walk – don't want a project that will have negative impact on community – water issue – concern with density both people and vehicles. Questioned what controls LTC has – safety mechanisms.

Discussion

- church property zoned for density
- Protocol Agreement with MoTI prohibits sidewalks – “trails”

- Spoke with neighbours and appreciated their input
- There would be community consultation
- Within planning process – consult with highways
- Any location will have positives and negatives
- Measures to mitigate
- Proactive approach to development
- Services and infrastructure required
- Bring all stakeholders together – public hearings, community information meetings

Deborah Goldman: would like Mayne Island Housing Society (MIHS) identified and included as a key stakeholder and partner – include support for local non-profit – funding towards build

Planner Chadwick noted that Housing Action Plan will move forward with or without funding. Plan can be adapted and changed – is in draft format. Next step is to develop a Business Plan and Charter.

Tim Mackie: Suitability Analysis – review areas: may be “mismatched” to zoning. Consideration of Smart Growth. Consult with MI Conservancy – identify sensitive areas, site reviews, identify areas in need of protection

Chair Elliott added this could be included on existent mapping – strive for balance: preserve and protect

Sheila Dunnachie: MI Housing Society should be included – doing development now

Tim Mackie: need to identify what’s the need/specifics/biggest problem/what’s best tool

Planner Chadwick added that Regional Planning Committee has directed funding towards housing related projects and island needs assessments are a priority.. Moving forward towards fiscal year 24/25. Identifying what tools have been effective on other islands. Each island is unique – difficult to compare – dialogue continues.

Deborah Goldman: Rural Economic Forum – information will be coming forward soon – same yet different – identify issues and community may be able to solve.

Brian Deardon: gentrification of island: comparison of housing costs before COVID – supportive of flexible housing – serious challenges as to “who gets what?” Importance of realizing island is becoming a high-end destination. Spoke to importance of extended family.

Discussion

- Data and knowledge key as to what you want island to look like
- CRD program – subsidized – use of housing agreements – some stipulations
- Dramatic shift/a lot of things to consider

David Burroughs: ongoing issue: can plan then things change – especially 3 years ago.

Chair Elliott thanked the participants adding appreciation for their input.

4. ADJOURNMENT

By general consent, the meeting was adjourned at 1:18 p.m.

Tobi Elliott, Chair

Certified Correct:

Pat Todd, Recorder



DRAFT

Local Trust Committee Minutes
Subject to Approval
by the Local Trust Committee

Mayne Island Local Trust Committee Minutes of Regular Meeting

Date: May 29, 2023
Location: Mayne Island Agricultural Hall
430 Fernhill Road, Mayne Island BC

Members Present: Tobi Elliott, Chair
David Maude, Local Trustee
Jeanine Dodds, Local Trustee

Staff Present: Narissa Chadwick, Island Planner
Warren Dingman, Bylaw Enforcement Manager
Charly Caproff, Planner 1
Pat Todd, Recorder

Others Present: There were approximately six (6) members of the public present.

1. COMMUNITY INFORMATION MEETING - Mayne Island Housing Action Plan

Under separate cover.

2. CALL TO ORDER

Chair Elliott called the meeting to order at 1:30 p.m. She acknowledged that the meeting was being held in traditional territory of the Coast Salish First Nations.

Trustee Maude spoke of the recent accident on the island where two long term residents were unfortunately killed. Condolences were sent to the families and the community. Expressed appreciation for the efforts of First Responders and acknowledge this is also a difficult time for everyone.

3. APPROVAL OF AGENDA

The following additions to the agenda were presented for consideration:

- 17. Closed Meeting

By general consent, the agenda was adopted as amended.

4. TOWN HALL AND QUESTIONS

Louis Vallee asked about public input regarding Horton Bay buoys.

Item on agenda – Trustees will discuss then public may add to discussion.

5. **COMMUNITY INFORMATION MEETING - None**

6. **PUBLIC HEARING – None**

7. **MINUTES**

7.1 **Local Trust Committee Minutes Dated March 27, 2023**

By general consent, the minutes of March 27, 2023 were approved as presented.

7.2 **Section 26 Resolutions-without-meeting Report – None**

7.3 **Advisory Planning Commission Minutes – None**

8. **BUSINESS ARISING FROM THE MINUTES**

8.1 **Follow-up Action List Dated May 2023**

Planner Chadwick noted that item Water Storage Tanks has been completed. If there are issues regarding safety concerns this should be brought to the attention of Capital Regional District (CRD) Bylaw.

9. **DELEGATIONS**

10. **CORRESPONDENCE**

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

11. **APPLICATIONS AND REFERRALS**

11.1 **Saturna Island Local Trust Committee Referral for Draft Bylaw No. 138**

MA-2023-015

It was Moved and Seconded,

that the Mayne Island Local Trust Committee interests are unaffected by Saturna Island Local Trust Committee Draft Bylaw No. 138.

CARRIED

11.2 **Galiano Island Local Trust Committee Referral for Proposed Bylaws 287 and 288**

MA-2023-016

It was Moved and Seconded,

that the Mayne Island Local Trust Committee interests are unaffected by Galiano Local Trust Committee Proposed Bylaws No. 287 and 288

CARRIED

11.3 Salt Spring Island Local Trust Committee Referral for Proposed Bylaw No. 530

MA-2023-017

It was Moved and Seconded,

that the Mayne Island Local Trust Committee interests are unaffected by Salt Spring Island Local Trust Committee Proposed Bylaw No. 530.

CARRIED

Trustee Maude recused himself at 1:50 p.m. to preclude conflict of interest.

11.4 MA-DVP-2023.3 (Irving)

Planner Caproff reviewed the variance application.

Applicant added that request is to bring existent structure into compliance. At time of construction builder was unaware of zoning requirements. Lot coverage is well below allowed 20%.

MA-2023-018

It was Moved and Seconded,

that the Mayne Island Local Trust Committee approve issuance of MA-DVP-2023.3 (Irving).

CARRIED

Trustee Maude rejoined meeting at 1:57 p.m.

11.5 MA-TUP-2023.1 (BC Ferry Services Inc.)

Planner Caproff spoke to application which is for temporary housing on site for construction crews working on the CRD Trail. This would be for a maximum 6 people until Feb. 2024. Noted site would be returned to existing condition.

MA-2023-019

It was Moved and Seconded,

that the Mayne Island Local Trust Committee approve issuance of Temporary Use Permit MA-TUP-2023.1 (BC Ferry Services Inc.) for a period of one (1) year.

CARRIED

11.6 MA-TUP-2023.2 (Baker & Costello)

Planner Caproff reviewed the application for renewal of a Temporary Use Permit (TUP) for Short Term Vacation Rental. Applicant has complied with all conditions and no complaints have been received. The Official Community Plan allows for 2 renewals.

MA-2023-020

It was Moved and Seconded,

that the Mayne Island Local Trust Committee approve issuance of Temporary Use Permit application MA-TUP-2023.2 (Costello & Baker) for a term of three years.

CARRIED

Applicant expressed appreciation for staff efforts.

12. LOCAL TRUST COMMITTEE PROJECTS

12.1 Housing Action Plan

Planner Chadwick highlighted points brought forth in the earlier Special Meeting. Application is being made for the Housing Accelerator Fund through Canada Mortgage and Housing Corporation (CMHC) which is to be announced in September. Success for Mayne would be an opportunity for other islands to develop housing plans. Currently updating Needs Assessment.

MA-2023-021

It was Moved and Seconded,

that the Mayne Island Local Trust Committee request staff prepare and submit an application to Canadian Mortgage and Housing Corporation's (CMHC) Housing Accelerator Fund (HAF) to support the Housing Options project.

CARRIED

MA-2023-022

It was Moved and Seconded,

that the Mayne Island Local Trust Committee endorse the actions and implementation options identified in the draft Mayne Islands Housing Action Plan and direct staff to refine these actions and options as required to suit the needs of CMHC's HAF application process.

CARRIED

MA-2023-023

It was Moved and Seconded,

that the Mayne Island Local Trust Committee request staff develop a business case for the Implementation of the Mayne Island Housing Action Plan that supports the concurrent implementation of all actions.

CARRIED

MA-2023-024

It was Moved and Seconded,

that the Mayne Island Local Trust Committee request staff send a letter to relevant First Nations to ask how they would like to be engaged in housing action plan initiatives.

CARRIED

The LTC expressed appreciation to Planner Chadwick for the extensive plan.

Chair Elliott suggested the LTC take an opportunity to introduce selves to the First Nations Council – reach out. First Nations are an important partner for/in development.

13. REPORTS

13.1 Work Program Reports

13.1.1 Active Projects Report Dated May 2023 – received for information

13.1.2 Future Project List Report Dated May 2023

Planner Chadwick reported Galiano Groundwater report is almost completed.

MA-2023-025

It was Moved and Seconded,

that the Mayne Island Local Trust Committee ask staff to move Land Use Bylaws review to the Priority Projects list.

CARRIED

Trustees encouraged to email Planner Chadwick with suggestions regarding what should be included in the Land Use B.

13.2 Applications Report Dated May 2023 - received for information

13.3 Trustee and Local Expense Report Dated March 2023 – received for information

13.4 Adopted Policies and Standing Resolutions – received for information

13.5 Local Trust Committee Webpage – to update at conclusion of meeting

13.6 Chair's Report

Chair Elliott reported on attending three conferences. The Rural Economic Forum, which is broader in scope than IT, will be putting forward resolutions in the near future. Issues tend to come back to housing. Housing Summit. Regional Housing Committee - looking at a cohesive IT wide plan. Cowichan Valley Regional District – Housing Authorities Session: project for CRD. Looking at best design – Housing Authority or Corporation structure. Spoke to the relaunching of “Dorothy” – built in 1897 in Victoria: oldest wooden sail boat and she is filming a documentary on the story of this boat.

13.7 Trustee Report

Trustee Maude noted a busy month. There is significant community concern as to happenings in Horton Bay regarding buoys. Overall, a good spring.

Trustee Dodds reported on the recent Fallow Deer meeting which was attended by approximately 100 people. Representatives were there from MI Conservancy, MI Parks and Recreation, MLA Olsen attended in addition to the Fallow Deer AD Hoc Committee. The LTC financed a recorder and the hall rental. Good questions. Message – get mad, write letters to Ministries – list will be in the MayneLiner. Hoping to meet again in September. Participated in a panel with First Nations regarding housing. Good sharing of information - reserves need services to be developed – requires financing. Economic development being hindered by lack of housing for staff.

13.8 Electoral Area Director's Report - none

13.9 Islands Trust Conservancy Report – meeting May 30, 2023

14. NEW BUSINESS

14.1 Draft Annual Report Wording

MA-2023-026

It was Moved and Seconded,

that the Mayne Island Local Trust Committee approves the format and outline of contents for the 2022/23 Annual Report.

CARRIED

14.2 Mayne Island LTC Freedom of Information and Protection of Privacy Bylaw No. 192

MA-2023-027

It was Moved and Seconded,

that Mayne Island Local Trust Committee Bylaw No. 192, cited as “Mayne Island Local Trust Committee Freedom of Information and Protection of Privacy Bylaw No. 192, 2023”, be read a first time.

CARRIED

MA-2023-028

It was Moved and Seconded,

that Mayne Island Local Trust Committee Bylaw No. 192, cited as “Mayne Island Local Trust Committee Freedom of Information and Protection of Privacy Bylaw No. 192, 2023”, be read a second time.

CARRIED

MA-2023-029

It was Moved and Seconded,

that Mayne Island Local Trust Committee Bylaw No. 192, cited as “Mayne Island Local Trust Committee Freedom of Information and Protection of Privacy Bylaw No. 192, 2023”, be read a third time.

CARRIED

MA-2023-030

It was Moved and Seconded,

that Mayne Island Local Trust Committee Bylaw No. 192, cited as “Mayne Island Local Trust Committee Freedom of Information and Protection of Privacy Bylaw No. 192, 2023”, be forwarded to the Secretary of the Islands Trust for approval by the Executive Committee.

CARRIED

14.3 Saturna Island Local Trust Committee Letter re Siting and Use Permit Options

To date LTC has received responses from North Pender, Saturna and South Pender.

MA-2023-031

It was Moved and Seconded,

that the Mayne Island Local Trust Committee request Chair Elliott to send a letter to the Chair of the Capital Regional District asking that he explore the feasibility of Siting and Use Permits for the Southern Gulf Islands.

CARRIED

14.4 Horton Bay Mooring Buoys Float Storage

Discussion

- Understood if not permitted in zone then use is prohibited
- Never included mooring buoys in water zones
- With LUB review- discuss what is appropriate/what’s not
- Add to Projects List
- Minor amendment
- Enforcement is on docks attached to buoys
- Clarification of issue
- Could direct “do not enforce” at this time

MA-2023-032

It was Moved and Seconded,

that the Mayne Island Local Trust Committee ask staff to add mooring buoys to the Land Use Bylaws Review.

CARRIED

14.5 Shipping Containers

Discussion

- Classified as accessory buildings
- Clarification of definition – differs across islands
- Notation to LUB – inclusion of shipping containers

By consensus the LTC asked staff to include shipping containers – definition and use – to LUB review.

15. UPCOMING MEETINGS

15.1 Next Regular Meeting Scheduled for June 26, 2023 at the Agricultural Hall, Mayne Island

16. TOWN HALL

Louis Vallee spoke to buoys: difference between docks, mooring buoys floats. Some floats are a service to the island.

Deb Foote noted the passing of a member of the Board of Variance and need to advertise for a new member.

17. CLOSED MEETING

17.1 Motion to Close Meeting

MA-2023-033

It was Moved and Seconded,

that the meeting be closed to the public in accordance with the Community Charter, Part 4, division 3 s. 90(1) (f) for the purpose of considering:

- Mooring buoys
- Bylaw Enforcement

and that the recorder and staff attend the meeting.

17.2. Recall to Order

Chair Elliott recalled the regular LTC meeting at 3:21 p.m.

17.3 Rise and Report

Chair Elliott to report at June meeting.

18. ADJOURNMENT

By general consent, the meeting was adjourned at 3:30 p.m.

Tobi Elliott, Chair

Certified Correct:

Pat Todd, Recorder



Follow Up Action Report

Mayne Island

26-Sep-2022

Activity	Responsibility	Dates	Status
1 13.3 Wooddale - Planner to set up in person meeting with CRD Bylaw and IT Bylaw for Wooddale community.	Narissa Chadwick	Target: 21-Oct-2022	In Progress

30-Jan-2023

Activity	Responsibility	Dates	Status
1 10.4 MA-RZ-2020.1 (MIHS) - Housing Agreement Bylaw approved . Chair and property owner to sign housing agreement.	Jas Chonk Narissa Chadwick	Target: 10-Feb-2023	Completed

27-Mar-2023

Activity	Responsibility	Dates	Status
1 12.7 LTC to write to CRD Parks regarding parks management in areas of cultural significance.	Emily Bryant Narissa Chadwick	Target: 07-Apr-2023	In Progress
2 16.3 Rise and Report - Chair of LTC to write to head of RCMP for Gulf Islands to express dismay regarding the unauthorized use of a residential property as an impound yard for towed vehicles.	Narissa Chadwick	Target: 14-Apr-2023	In Progress

29-May-2023

Activity	Responsibility	Dates	Status
1 7.1 Minutes adopted	Emily Bryant Jas Chonk	Target: 06-Jun-2023	Completed



Follow Up Action Report

Mayne Island

29-May-2023

Activity	Responsibility	Dates	Status
2 11.1 Saturna LTC 138 - Interests unaffected	Jas Chonk	Target: 09-Jun-2023	Completed
3 11.2 Galiano LTC Bylaws 287 and 288 - Interests unaffected	Jas Chonk	Target: 08-Jun-2023	Completed
4 11.3 Salt Spring Bylaw 530 - Interests unaffected	Jas Chonk	Target: 08-Jun-2023	Completed
5 11.4 MA-DVP-2023.3 (Irving) - DVP approved. Issue DVP.	Charly Caproff Jas Chonk	Target: 08-Jun-2023	Completed
6 11.5 MA-TUP-2023.1 (BC Services Inc) - Application approved, issue TUP.	Charly Caproff Jas Chonk	Target: 08-Jun-2023	Completed
7 11.6 MA-TUP-2023.2 (Baker & Costello) . Permit approved. Issue permit.	Charly Caproff Jas Chonk	Target: 08-Jun-2023	Completed
8 13.1.2 Move LUB review to top of Projects list	Narissa Chadwick	Target: 08-Jun-2023	Completed
9 14.1 Draft Annual Report wording approved.	Jas Chonk Morgana van Niekerk	Target: 08-Jun-2023	Completed
10 14.2 Mayne Island LTC Freedom of Information and Protection of Privacy Bylaw No. 192 - 1st, 2nd, 3rd Readings, forward to EC.	David Marlor Jas Chonk	Target: 08-Jun-2023	Completed

Follow Up Action Report

Mayne Island

29-May-2023

Activity	Responsibility	Dates	Status
11 12.1 Housing Options - apply to CMHC HAF with draft action plan actions, develop business case for 2024/25, send letter to FN re: housing project.	Narissa Chadwick	Target: 16-Jun-2023	In Progress
12 14.3 Siting and Use Permits - letter from LTC Chairs to be sent to the CRD regarding the feasibility of siting and use permits over building permits on the southern gulf islands (David Maude)		Target: 15-Jun-2023	In Progress
13 14.4 Mooring buoys - add mooring buoys to LUB review	Narissa Chadwick	Target: 09-Jun-2023	Completed
14 14.5 Shipping containers - add shipping containers review to LUB review	Narissa Chadwick	Target: 09-Jun-2023	Completed

DATE OF MEETING: June 26, 2023
TO: Mayne Island Local Trust Committee
FROM: Narissa Chadwick, Islands Planner
Southern Team
COPY: Renee Jamurat, RPM
SUBJECT: Approval of Bylaw No. 181 and Bylaw No.183

RECOMMENDATION

1. 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 adopted.
2. That the Mayne Island Local Trust Committee Bylaw No. 183, cited as 'Mayne Island Land Use Bylaw No. 146, 2008, Amendment No. 1, 2021', be adopted.

REPORT SUMMARY

The purpose of this report is for the Mayne Island Local Trust Committee LTC to consider final reading/adoption of Bylaw No. 181 (OCP Amendment) and Bylaw No.183 (LUB Amendment). These bylaws will amend the land use designation and the zoning of 375 Village Bay Road to allow subdivision into three lots and up to 10 units of rental housing on one of the lots.

BACKGROUND

Bylaws 181 (OCP) and 183 (LUB) were approved by the Executive Committee (EC) in December 2022. Bylaw No. 181 was approved by the Minister of Municipal Affairs on May 4, 2023. The associated bylaw No. 182 (Housing Agreement) was approved by the LTC on January 30, 2023.

Rationale for Recommendation

Bylaw No. 181 and No. 183 have gone through all the processes required prior to the adoption. The signing of the Housing Agreement and covenant, which was a condition of adoption, is now complete (see attached).

Alternatives

1. **Do not approve bylaws**
The LTC could choose not to adopt the bylaws.
2. **Request more information**

The LTC can defer consideration of final reading/adoption until such time that the application has submitted additional information. If this option is considered it will delay bylaw adoption and may adversely impact the applicants ability to secure funding.

Submitted By:	Narissa Chadwick RPP, Islands Planner	June 14, 2023
Concurrence:	Renée Jamurat RPP, MCIP, Regional Planning Manager	June 14, 2023

ATTACHMENTS

1. Bylaw No. 181 (OCP)
2. Bylaw No. 183 (LUB)
3. Bylaw No. 182 (Housing Agreement)
4. Section 219 Covenant

PROPOSED

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	27 TH	DAY OF	JUNE	2022.
PUBLIC HEARING HELD THIS	14 TH	DAY OF	NOVEMBER	2022.
READ A SECOND TIME THIS	14 TH	DAY OF	NOVEMBER	2022.
READ A THIRD TIME THIS	14 TH	DAY OF	NOVEMBER	2022.
APPROVED BY THE EXECUTIVE COMMITTEE OF THE ISLANDS TRUST THIS	14 TH	DAY OF	DECEMBER	2022.
APPROVED BY THE MINISTER MUNICIPAL AFFAIRS THIS	4 TH	DAY OF	MAY	2023.
ADOPTED THIS	_____	DAY OF	_____	20__.

CHAIR

SECRETARY

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

SCHEDULE 1

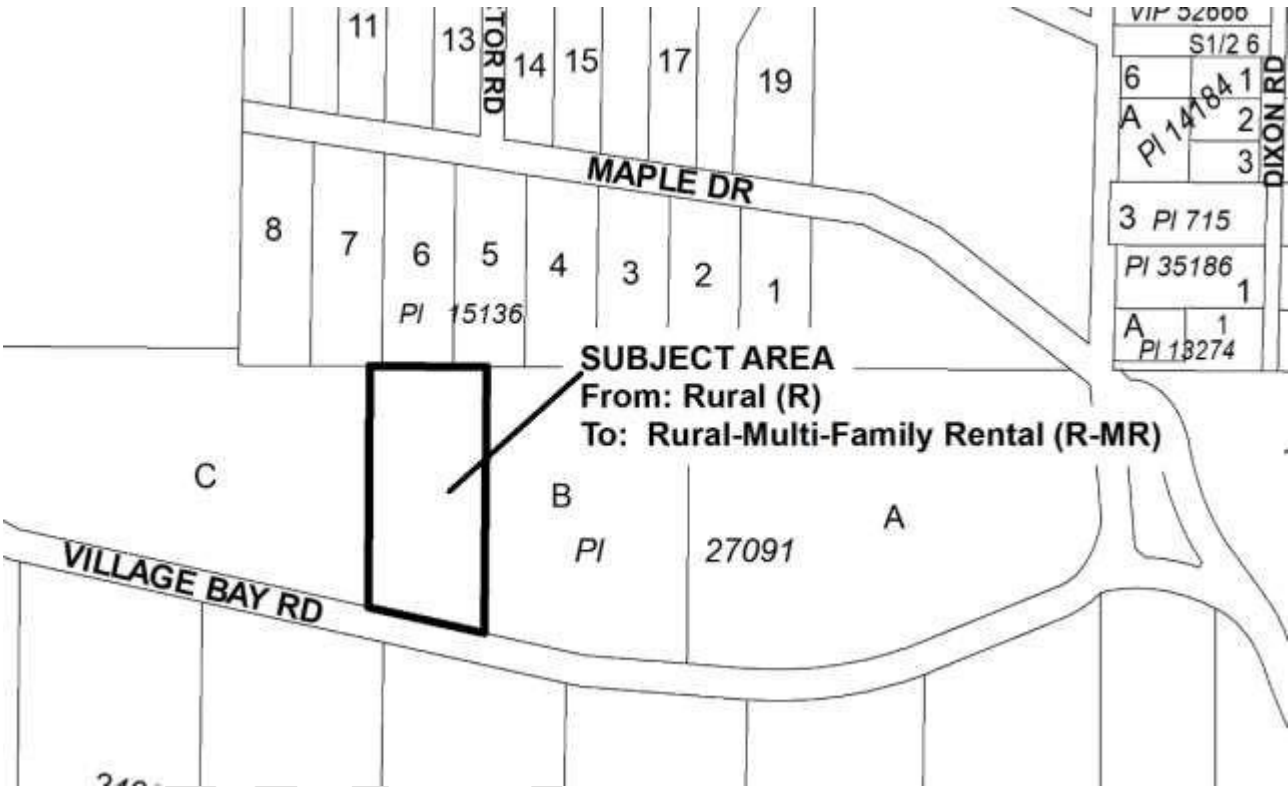
The Mayne Island Official Community Plan No. 144, 2007, is amended as follows:

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.

PROPOSED

MAYNE ISLAND LOCAL TRUST COMMITTEE
BYLAW NO. 181

Plan No.1



PROPOSED

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 metres (26 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.

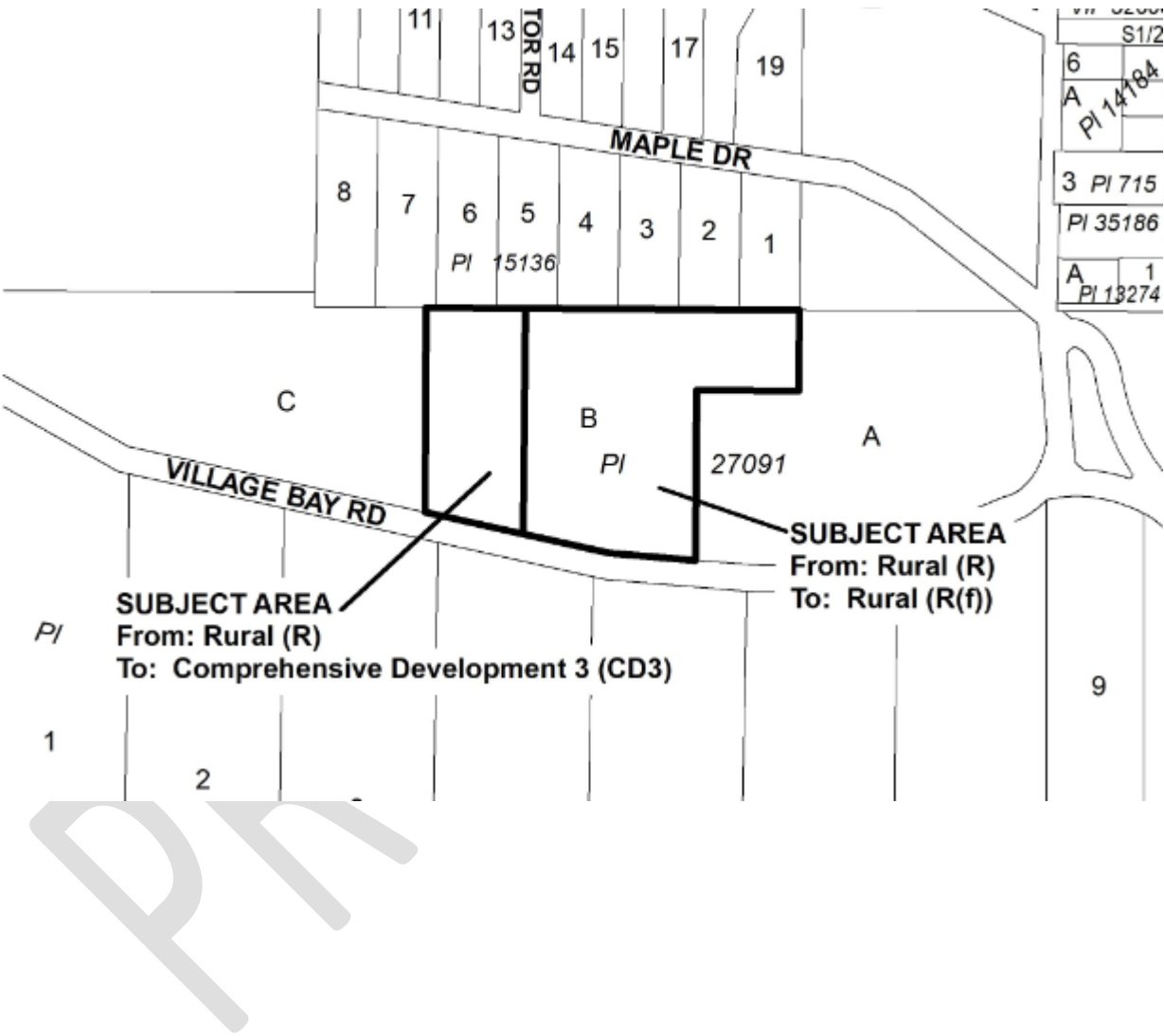
READ A FIRST TIME THIS 27TH DAY OF JUNE 2022.
 PUBLIC HEARING HELD THIS 14TH DAY OF NOVEMBER 2022.
 READ A SECOND TIME THIS 14TH DAY OF NOVEMBER 2022.
 READ A THIRD TIME THIS 14TH DAY OF NOVEMBER 2022.
 APPROVED BY THE EXECUTIVE COMMITTEE OF THE ISLANDS TRUST THIS 14TH DAY OF DECEMBER 2022.
 ADOPTED THIS _____ DAY OF _____ 20__

 CHAIR

 SECRETARY

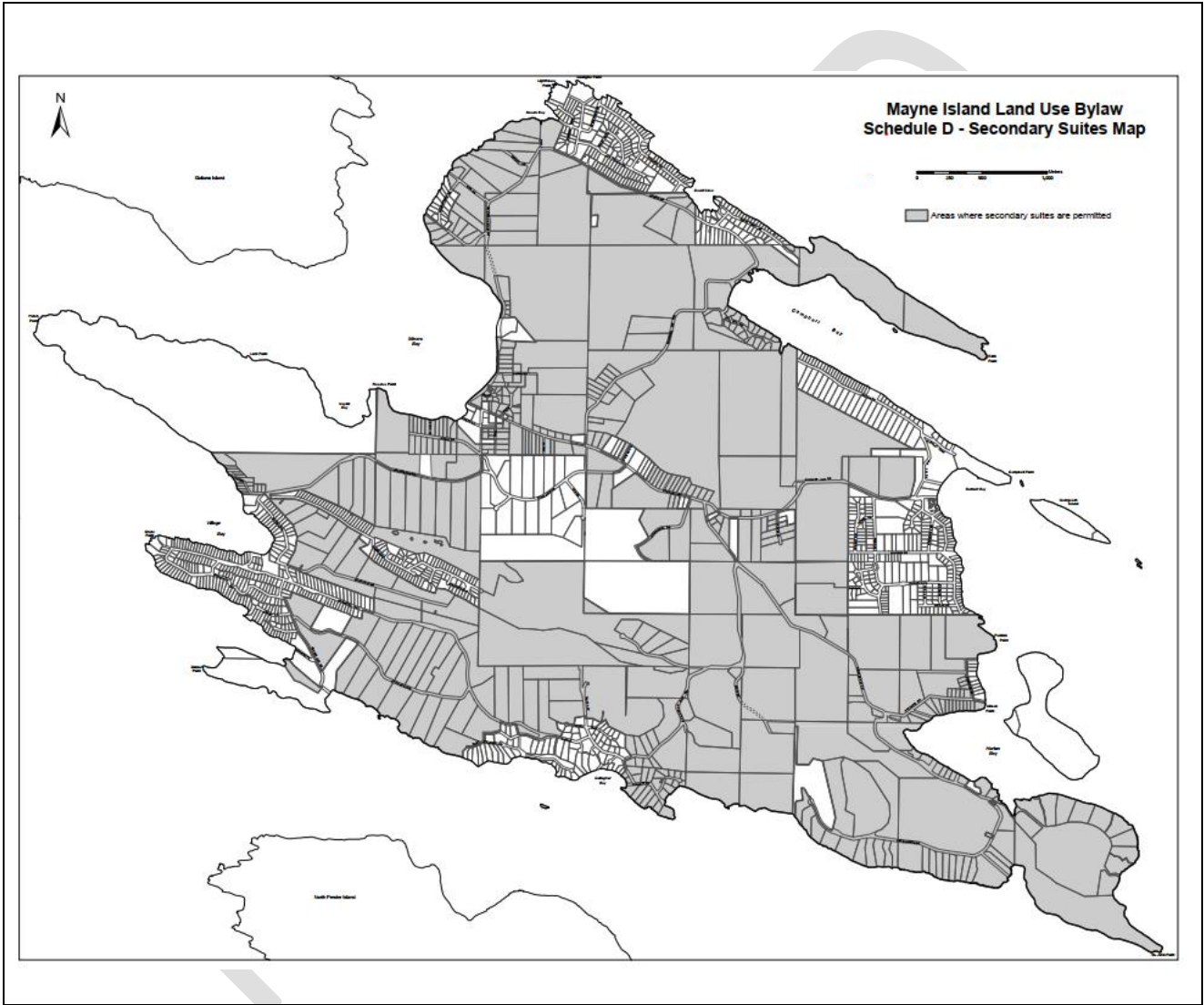
MAYNE ISLAND LOCAL TRUST COMMITTEE
BYLAW NO. 183

Plan No. 1



MAYNE ISLAND LOCAL TRUST COMMITTEE
BYLAW NO. 183

Plan No. 2





1. Application

**Serge Grochenkov
YOUNG ANDERSON
1616 - 808 Nelson Street
Vancouver BC V6Z 2H2
6046897400**

File No. 2-905
375 Village Bay Rd. - Housing Agreement

2. Description of Land

PID/Plan Number	Legal Description
002-552-256	LOT B, SECTION 7, MAYNE ISLAND, COWICHAN DISTRICT, PLAN 27091

3. Nature of Interest

Type	Number	Additional Information
COVENANT		

4. Terms

Part 2 of this instrument consists of:
(b) Express Charge Terms Annexed as Part 2

5. Transferor(s)

SEAN MICHAEL MCHUGH, SEE CB494372

6. Transferee(s)

**MAYNE ISLAND LOCAL TRUST COMMITTEE
2ND FLOOR, 1627 FORT STREET
VICTORIA BC V8R 1H8**

7. Additional or Modified Terms



8. Execution(s)

This instrument creates, assigns, modifies, enlarges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Witnessing Officer Signature

Alexander R. Lonergan
Barrister, Solicitor, Notary Public
(as to both signatories)
1000 East Saanich Road
Saanichton, B.C.
V8M 2B4

Execution Date

YYY-MM-DD

2023-06-09

Transferor / Transferee / Party Signature(s)

SEAN MICHAEL MCHUGH
By their Attorney

Emma Jess McHugh
See CB494372

Officer Certification

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

Witnessing Officer Signature

(as to both signatures)
Nadine Lynn Mourao
Commissioner for Taking Affidavits
For British Columbia
700 North Road
Gabriola, BC V0R 1X3
Commission Expires April 30 2026

Execution Date

YYY-MM-DD

2023-06-13

Transferor / Transferee / Party Signature(s)

**MAYNE ISLAND LOCAL TRUST
COMMITTEE**
By their Authorized Signatory

NAME: **TOBI LEE DAWN ELLIOTT**

NAME: _____

Officer Certification

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

Electronic Signature

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

LAND TITLE ACT
TERMS OF INSTRUMENT – PART 2

Housing Agreement

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

SEAN MCHUGH, of 375 Village Bay Road, Mayne Island, VON 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, B.C., V8R 1H8

(the "Local Trust Committee")

WHEREAS:

- A. The Owner is the registered owner of land on Mayne Island, British Columbia, more particularly described as:

PID: 002-552-256

Lot B Plan VIP 27091 Section 7, Land District 16, Portion Mayne Island

(the "Lands");

- B. The Local Trust Committee is considering the adoption of Mayne Island Land Use Bylaw No. 146, 2008 Amendment No. 1, 2021 (the "Rezoning"), to permit a subdivision of the Lands, and the development of affordable multi-family rental housing on a portion of the Lands referred to in this Agreement as the "Lot 3 Equivalent";
- C. Following the Rezoning and subdivision of the Lands, the Mayne Island Housing Society intends to develop and construct affordable multi-family rental housing on the Lot 3 Equivalent;
- D. The Mayne Island Housing Society intends to rent units on the Lot 3 Equivalent to Qualified Renters at affordable rates;
- E. The Local Trust Committee may pursuant to Section 29 of the *Islands Trust Act* and Section 483 of the *Local Government Act*, enter into an agreement with an owner of land that includes terms and conditions regarding the occupancy, tenure and availability to specified classes of persons of dwelling units located on those lands;
- F. Section 219 of the *Land Title Act* permits the registration of a covenant of a negative or positive nature in favour of the Local Trust Committee in respect of the use of land or construction on land;

- G. The Owner and the Local Trust Committee wish to enter into this Agreement to provide rental housing on the Lands on the terms and conditions of this Agreement to have effect as both a covenant under section 219 of the *Land Title Act* and a housing agreement under section 483 of the *Local Government Act*; and
- H. The Local Trust Committee has, by bylaw, authorized the execution of this Agreement and the Owner has duly authorized the execution of this Agreement.

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

Article 1: Definitions and Interpretation

1.1 Definitions – In this Agreement:

"Affordable Housing Funder"	means an entity with a mandate to create and promote affordable housing, such as BC Housing or CMHC, that provides a grant or preferential rate loan to support the development of Rental Housing Units on the Lands.
"Annual Household Income"	means the combined gross income of all adult members of a Household, as shown on line 150 of the preceding year's T1 General Income Tax and Benefit return.
"BC Housing"	means the British Columbia Housing Management Commission or BC Housing's successor in function.
"Business Days"	means Monday to Friday inclusive except for those excluded days declared by lawful authority as holidays.
"Building" or "Buildings"	Means any building located or constructed on the Lands containing a Rental Unit
"Census Profile"	means the most recently available census profile published by Statistics Canada for the Southern Gulf Islands, regional district electoral area census subdivision or, in the event that Southern Gulf Islands, regional district electoral area census subdivision is amended, eliminated or replaced, a successor census subdivision which includes Mayne Island;
"CMHC"	means Canada Mortgage and Housing Corporation or its successors in function.
"CPI"	means the All-items Consumer Price Index for British Columbia as calculated by Statistics Canada, or its successor in function.
"Dwelling Unit"	means a dwelling unit as defined in the Mayne Island Land Use Bylaw 146, 2008.

“Household”	means one or more individuals occupying the same Dwelling Unit.
“Income of Couples with Children”	means the median total income of couple economic families with children as determined by Statistics Canada in the Census Profile, provided that this median total income is increased by the CPI for every calendar year since the Census Profile has been updated by Statistics Canada.
“Income of Couples without Children”	means the median total income of couple economic families without children or other relatives as determined by Statistics Canada in the Census Profile, provided that this median total income is increased by the CPI for every calendar year since the Census Profile has been updated by Statistics Canada.
“Income of Lone-Parent Families”	means the median total income of lone-parent economic families as determined by Statistics Canada in the Census Profile, provided that this median total income is increased by the CPI for every calendar year since the Census Profile has been updated by Statistics Canada.
“Income of One-Person Households”	means the median total income of one-person households as determined by Statistics Canada in the Census Profile, provided that this median total income is increased by the CPI for every calendar year since the Census Profile has been updated by Statistics Canada.
“Lands”	has the meaning ascribed in Recital A.
“Lot 3 Equivalent”	has the meaning ascribed to it in section 3.2(b).
“Low and Moderate Income Limits”	means, as determined by BC Housing from time to time, a) for residential units with less than two (2) bedrooms, an Annual Household Income that does not exceed the median income for couples without children in British Columbia, as an example, for 2022 this figure is \$77,430; and b) for residential units with two (2) or more bedrooms, an Annual Household Income that does not exceed the median income for families with children in British Columbia, and as an example, for 2022 this figure is \$120,990.
“Operating Agreement”	means an agreement that sets out the amount, duration, and conditions of the subsidy provided by the provincial and/or federal governments, or an Affordable Housing Funder for the construction and/or operation of Rental Housing Units.
“Owner”	means the registered owner of the Lands, provided however that upon the execution and filing of the Release with the Land Title Office, it means the registered owner of the Lot 3 Equivalent only.
“Permitted Housing Operator”	means the Mayne Island Housing Society, BC Housing, CMHC, a housing society, a non-profit housing corporation, or other entity approved by the Local Trust Committee in writing.

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

1.2 Interpretation –

Reference in this Agreement to:

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

municipality.

1.3 Headings

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

1.4 Entire Agreement

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

Article 2 – Rental Housing

2.1 Agreement over the Lands

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

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

2.2 Minimum Construction Requirements

- a) All the Rental Housing Units will be designed and constructed to the same standard in terms of layout, skill, and materials.
- b) Rental Housing Units will consist of a mix of one-bedroom, two-bedroom and at least one three-bedroom units.

2.3 Occupancy of Rental Housing Units

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

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

- b) the Household is composed of at least one Qualified Renter;
- c) the Qualified Renter will occupy the Rental Housing Unit as its permanent, principal, and sole residence;
- d) the Qualified Renter has signed a Tenancy Agreement with the Owner, and the Tenancy Agreement includes;
 - i. a clause prohibiting subletting for short-term vacation rentals and in all other circumstances prohibiting subletting without obtaining prior Owner consent in accordance with section 2.6;
 - ii. notice of the existence of this Agreement and the occupancy restrictions applicable to the Rental Housing Unit, and notice that the Owner will provide to each Qualified Renter upon their request, a copy of this Agreement;
 - iii. a clause requiring the Qualified Renter to comply with the use and occupancy restrictions contained in this Agreement;
 - iv. a clause confirming that a breach by the Qualified Renter of any of the provisions set out in 2.3(f)(i) or 2.3(f)(iii) (each of which constitutes a "Tenancy Default") will entitle the Owner to end the tenancy for cause, in accordance with the Residential Tenancy Act, as a failure to comply with a material term.

2.4 Management of Rental Housing Units

The Owner covenants and agrees that:

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

2.5 Policies/Rules and Regulations/Administration by Owner

The Owner is authorized to make and administer rules, regulations and policies 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 waiting list of potential Qualified Renters; and
- b) Establishing, administering and enforcing a rental policy applicable to the terms of this Agreement and in accordance with the *Residential Tenancy Act*.

2.6 No Sublease of Rental Housing Unit Unless Requirements Met

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

2.7 Monitoring and Reporting to the Local Trust Committee

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

2.8 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.

2.9 Operating Agreement Prevails

Notwithstanding section 2.8, the provisions in section 2.3 and 2.4 apply except if the Rental Housing Units are subject to an Operating Agreement which conflicts with all or any of them, in which case the Operating Agreement prevails to the extent of the conflict only.

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

Article 3 – General Terms

3.1 Management

The Owner covenants and agrees that:

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

3.2 Discharge

- a) After the Rezoning, the Owner intends to subdivide the Lands as shown on the proposed subdivision plan attached hereto as Schedule "C" to create parcels equivalent in size and configuration to those labelled Lot 1, 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"), if the Local Trust Committee, acting reasonably, is satisfied that the Lot 3 Equivalent is reasonably equivalent to the Lot 3 shown on the proposed subdivision plan and that, after a release is filed, this Agreement will remain on title and continue to bind the owner of the Lot 3 Equivalent, the Local Trust Committee will prepare and execute a release of this Agreement on any parcel that is not the Lot 3 Equivalent as soon as practicable (the "Release").
- c) Upon receipt of the executed Release from the Local Trust Committee, the owner of any parcel that is not the Lot 3 Equivalent may file the Release in the Land Title Office.
- d) Once the Release has been executed and filed, any reference to Lands in this Agreement shall be construed as a reference to the Lot 3 Equivalent and not any parcel that is not the Lot 3 Equivalent.

3.3 Order to Comply

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

3.4 Society Standing

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

3.5 Specific Performance of Agreement

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

3.6 Assignment

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

3.7 Indemnity

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

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

This clause will survive the termination of this Agreement.

3.8 Release

The Owner releases and forever discharges the Local Trust Committee and each of its elected officials, officers, directors, employees, and agents and each of their heirs, executors, administrators, personal representatives, successors and assigns from all claims, demands, damages, actions, or causes of action

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

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

This clause will survive the termination of this Agreement.

3.9 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.

3.10 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.

3.11 No Waiver

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

3.12 Dispute Resolution

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

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

3.14 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 on Owner's Obligations

The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Lands, provided that once the Release has been executed and filed in accordance with section 3.2, the Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Lot 3 Equivalent.

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 be received when delivered and, if mailed, such notice will be deemed to be received only when actually received by the party to whom it is addressed.

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

time have recourse to one or more or all of the available remedies specified herein or at law or in equity.

3.20 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, powers, privileges and liabilities of the Owner shall be construed and held to be several as well as joint.

3.22 Further Acts

The parties 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.

3.26 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.

3.27 Priority

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

3.28 Deed and Contract

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

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

SCHEDULE "A"

**OWNER STATUTORY
DECLARATION**

CANADA
PROVINCE OF BRITISH COLUMBIA

IN THE MATTER OF A HOUSING AGREEMENT
WITH THE Mayne Island ISLAND LOCAL
TRUST COMMITTEE ("Housing Agreement")

I, _____

declare that:

1. I am the _____ [director, officer, employee] of the Owner of the land known as _____, 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 used only by Qualified Renters (as defined in the Housing Agreement).
5. At no time during the last year were any of the Rental Housing Units used as a short-term vacation rental.
6. The rental payments charged for the Rental Housing Units were in compliance with the Housing Agreement.
7. No subletting of the Lands has been permitted.
8. I acknowledge and agree to comply with all of the Owner's obligations under the Housing Agreement, and other charges registered against the Lands and confirm that the Owner has complied with all of its obligations under these Agreements.
9. I make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and pursuant to the *Canada Evidence Act*.

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

A Commissioner for taking Affidavits
in British Columbia

Signature of person making declaration

SCHEDULE "B"

Eligibility Criteria for Tenancy

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

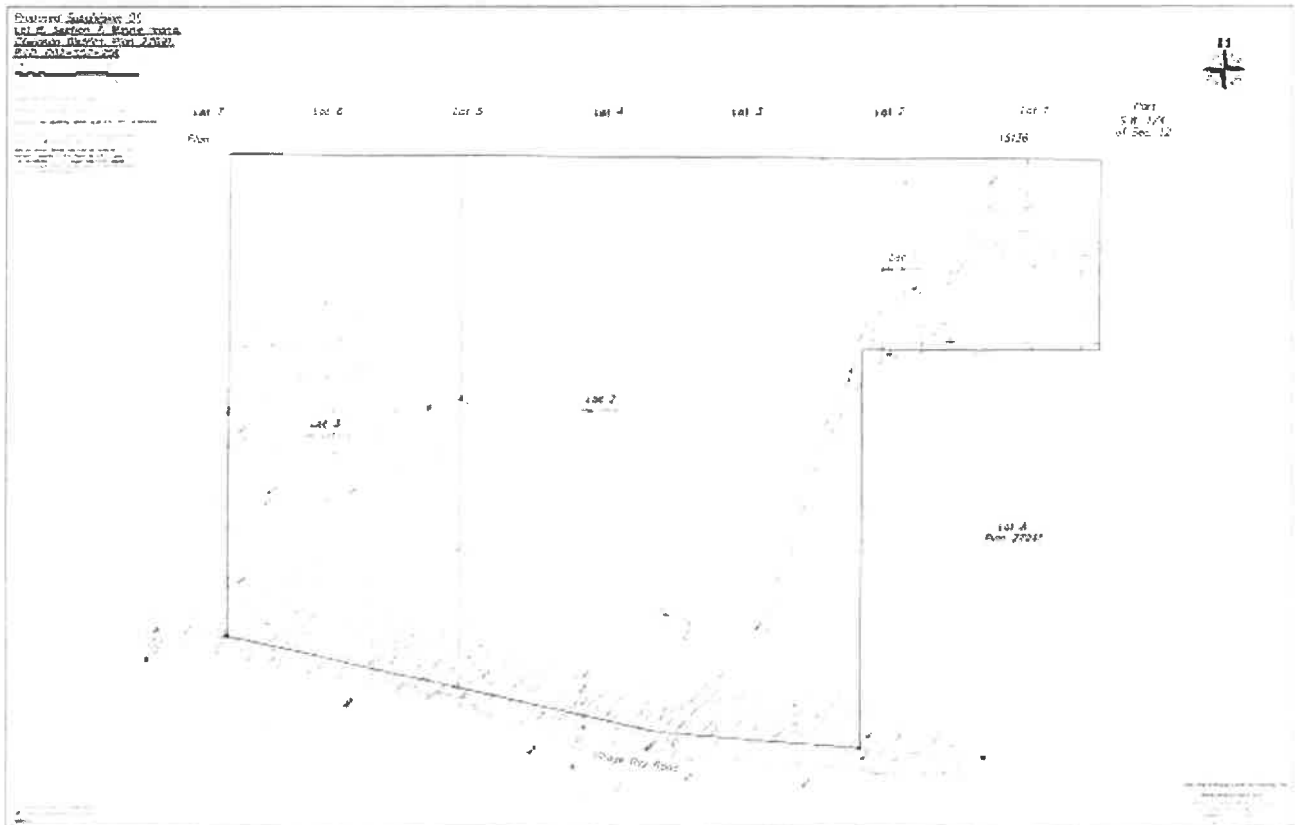
- 1) Residents of Mayne Island;
- 2) Indigenous peoples with rights and responsibilities in and around what is known as Mayne Island, or, is considered by members of these First Nation communities to be part of the First Nation community.

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

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

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

Proposed Subdivision Plan





1. Application

**Serge Grochenkov
YOUNG ANDERSON
1616 - 808 Nelson Street
Vancouver BC V6Z 2H2
6046897400**

File No. 2-905
375 Village Bay Rd - Section 219 Covenant

2. Description of Land

PID/Plan Number Legal Description

002-552-256 LOT B, SECTION 7, MAYNE ISLAND, COWICHAN DISTRICT, PLAN 27091

3. Nature of Interest

Type	Number	Additional Information
COVENANT		

4. Terms

Part 2 of this instrument consists of:

(b) Express Charge Terms Annexed as Part 2

5. Transferor(s)

SEAN MICHAEL MCHUGH, SEE CB494372

6. Transferee(s)

**MAYNE ISLAND LOCAL TRUST COMMITTEE
2ND FLOOR, 1627 FORT STREET
VICTORIA BC V8R 1H8**

7. Additional or Modified Terms



8. Execution(s)

This instrument creates, assigns, modifies, enlarges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Witnessing Officer Signature

Alexander R. Lonergan
(as to both signatories)
Barrister, Solicitor, Notary Public
7819C East Saanich Road
Saanichton, B.C.
V9M 2B4

Execution Date

YYY-MM-DD
2023-06-09

Transferor / Transferee / Party Signature(s)

SEAN MICHAEL MCHUGH
By their Attorney

Emma Jess McHugh
See CB494372

Officer Certification

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

Witnessing Officer Signature

(as to both signatures)

Nadine Lynn Mourao
Commissioner for Taking Affidavits
For British Columbia
700 North Road
Gabriola, BC V0R 1X3
Commission Expires April 30 2026

Execution Date

YYY-MM-DD
2023-06-13

Transferor / Transferee / Party Signature(s)

**MAYNE ISLAND LOCAL TRUST
COMMITTEE**
By their Authorized Signatory

NAME: **TOBI LEE DAWN ELLIOTT**

NAME:

Officer Certification

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

Electronic Signature

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

PART 2 - TERMS OF INSTRUMENT

SECTION 219 COVENANT

This Agreement dated for reference _____ is between:

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

(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, British Columbia, more particularly described as:
- PID: 002-552-256
- Lot B Plan VIP 27091 Section 7, Land District 16, Portion Mayne Island
- (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:

Definitions

1. In this Agreement:
- (a) "Ecological Assessment Report" means the report prepared by Keith Erickson and dated September 21, 2020, a copy of which is held on file at the offices of the Local Trust Committee;
 - (b) "Land" has the meaning ascribed in Recital A and, for clarity, includes the parcels for Lots 2 and 3 into which it is subdivided by any means and any parcel into which the Land is consolidated;
 - (c) "potable" means water that 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 Mayne Island Land Use Bylaw and the Guidelines for Canadian Drinking Water Quality, as those may be revised from time to time;

- (d) **"Septic Specialist"** means an authorized person as defined in the Sewerage System Regulation, BC Reg 326/2004, as amended or replaced from time to time;
- (e) **"Subdivision Plan"** means the proposed plan for the subdivision of the Land, a copy of which is attached to this Agreement as Schedule "A";
- (f) **"Water Specialist"** means a certified water treatment specialist having professional qualifications acceptable to the Local Trust Committee, acting reasonably;
- (g) **"Wetland Restoration Report"** means the report prepared by Robin Annschild and dated March 8 2021, as amended by the letter by Robin Annschild dated April 16, 2021, copies of which are held on file at the offices of the Local Trust Committee.

Approvals

- 2. 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

- 3. 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.
- 4. The Land shall not be subdivided except to create lots having boundaries generally in accordance with the Subdivision Plan.
- 5. 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

- 6. No building or structure shall be constructed or developed on Lot 3 until the Owner of Lot 3 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 Design"**) for Lot 3, such approval not to be unreasonably withheld.
- 7. The Water Treatment System Design shall be prepared by a Water Specialist and shall include recommendations for ongoing maintenance to ensure the system continues to function as designed and recommendations to ensure domestic water is potable and sufficient for residential uses on Lot 3.
- 8. Lot 3 shall not be used or occupied for residential purposes, nor shall the Owner of Lot 3 request an occupancy permit for any building on Lot 3, until the Owner of Lot 3 has installed a water treatment system in accordance with the Water Treatment System Design and provided to the Local Trust Committee written confirmation from a Water 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.

9. The Owner of Lot 3 shall maintain a water treatment system in accordance with the Water Treatment System Design and any manufacturer's instructions, as may be amended from time to time, and when the water treatment system reaches the end of its life, the Owner of Lot 3 shall replace the water treatment system in accordance with the recommendations of a Water Specialist.
10. The Owner of Lot 3 shall ensure that any replacement water treatment system is capable of delivering sufficient potable water for residential uses on Lot 3 and shall maintain any replacement water treatment system in accordance with the recommendations of a Water Specialist, at the time of replacement, and any manufacturer's instructions, as may be amended from time to time.
11. The Owner of Lot 3 shall, within 30 days of receiving a written request from the Local Trust Committee, provide written confirmation from a Water Specialist that the water treatment system has been properly maintained and is functioning as designed and intended. The Local Trust Committee may make a written request under this section not more than once every calendar year.

Lot 3 Septic

12. No building or structure shall be constructed on Lot 3 until the Owner of Lot 3 has had a design for a septic system prepared by a Septic Specialist that shall include recommendations for ongoing maintenance to ensure the system continues to function and to ensure the system is sufficient for residential uses on Lot 3 (the "Septic System Design").
13. The Owner of Lot 3 shall maintain a septic system in accordance with the Septic System Design and any manufacturer's instructions, as may be amended from time to time and when the septic system reaches the end of its life, the Owner of Lot 3 shall replace the septic system in accordance with the recommendations of a Septic Specialist.
14. The Owner of Lot 3 shall ensure that any replacement septic system is sufficient for residential uses on Lot 3 and shall maintain any replacement septic system in accordance with the recommendations of a Septic Specialist, at the time of replacement, and any manufacturer's instructions, as may be amended from time to time.
15. The Owner of Lot 3 shall, within 30 days of receiving a written request from the Local Trust Committee, provide written confirmation from a Septic Specialist that the septic system has been properly maintained and is functioning as designed and intended. The Local Trust Committee may make a written request under this section not more than once every calendar year.

Lot 2 – Remediation, Preservation & Construction:

16. No building, land alteration, construction or development is permitted on Lot 2 except in accordance with the recommendations contained in the Ecological Assessment Report and the Wetland Restoration Report as applicable and set out in Schedule B.
17. 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.
18. 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 5 units of affordable housing, on Lot 3. This restriction shall

expire five (5) years after the date when the Land is subdivided in accordance with the Subdivision Plan.

19. Lot 2 shall not be used or occupied for residential purposes until the Local Trust Committee has received written confirmation from a suitably qualified professional that the recommendations from the Ecological Assessment Report and the Wetland Restoration Report have been adhered to and implemented where applicable to Lot 2.

Lot 2 – Access

20. No part of Lot 2 shall be developed or used for direct vehicle access to any adjacent road. Vehicle access for Lot 2 may only be provided by way of the same driveway that provides vehicle access for Lot 1. For certainty, it is the sole responsibility of the Lot 2 Owner to negotiate any agreement that may be required with the Owner of Lot 1 and the Owner of Lot 2 acknowledges the Local Trust Committee has no duty to secure the required access or assist in securing access.

Lot 3 – Remediation, Preservation & Construction:

21. No building, land alteration, construction or development is permitted on Lot 3 except in accordance with the recommendations contained in the Ecological Assessment Report and the Wetland Restoration Report as applicable and set out in Schedule B.
22. No building or structure shall be constructed, placed, or located on Lot 3 except in areas of Lot 3 outside of the wetland remediation zone on the Subdivision Plan in Schedule A.
23. Lot 3 may not be used or occupied for residential purposes until the Local Trust Committee has received written confirmation from a suitably qualified professional that the recommendations from the Ecological Assessment Report and the Wetland Restoration Report, as set out in section 20, have been adhered to and implemented where applicable to Lot 3.

No Effect on Laws or Powers

24. 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

25. 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

26. 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

27. 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 the parcels for Lots 2 and 3 into which it is subdivided by any means and any parcel into which the Land is consolidated.

Registration

28. 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

29. 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

30. 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

31. 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.

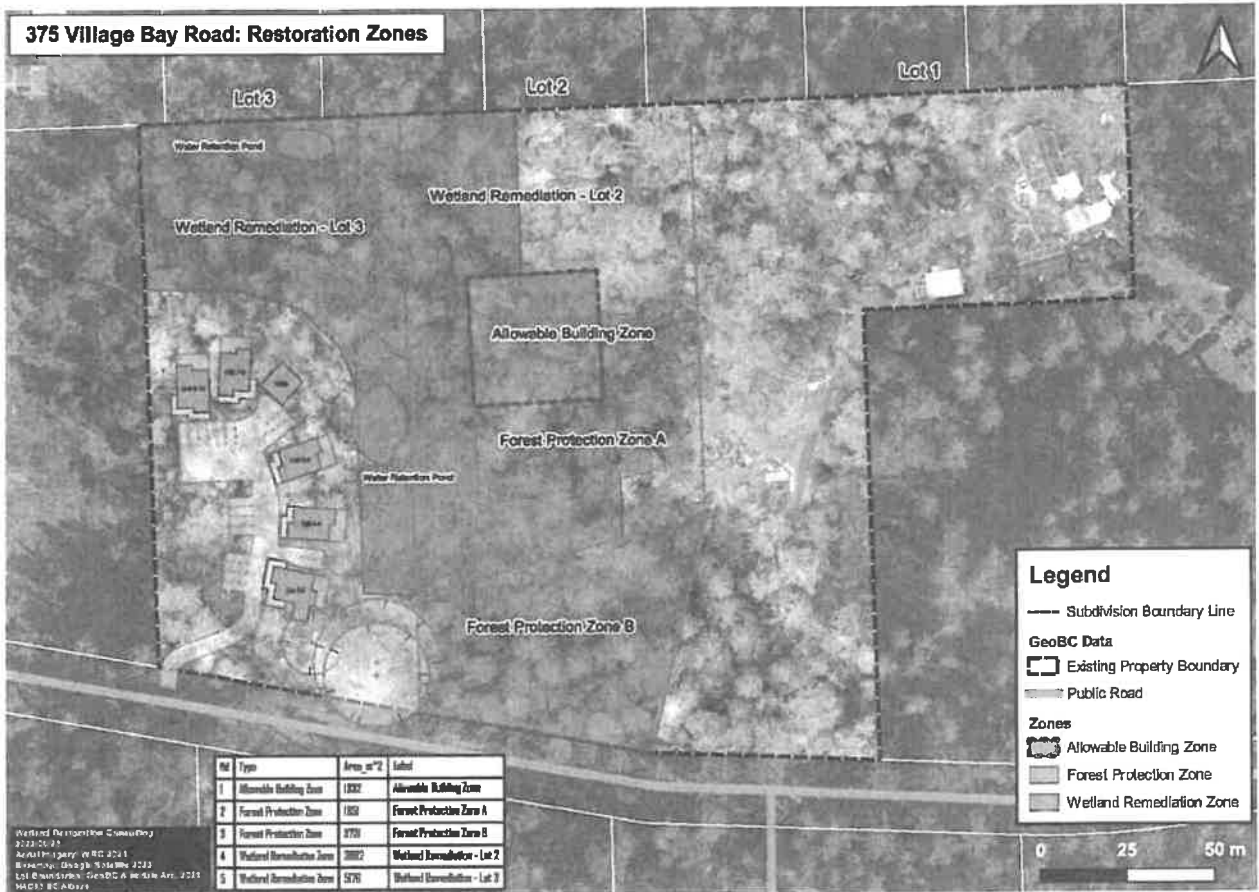
Binding of Successors

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

Execution Using Form C

33. 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 SUBDIVISION PLAN



**SCHEDULE B
REQUIREMENTS FOR THE
REMEDICATION AND PRESERVATION OF LOT 2 AND 3**

1. Ecological Assessment Report

a) Reduce fragmentation of the forest by keeping the development compact and minimizing the footprint of structures and services. For example, bury power and communications lines under access driveway.

b) Retain, and establish a Tree Protection Zone, around remaining old veteran trees on the property. To give a sense of a standard calculation of the Critical Rooting Zone or Tree Protection Zone, this report has created a Tree Protection Zone based on the trunk diameter method with every 1cm of tree diameter (at breast height) equaling 12cm of Protection Zone radius.

c) Retain large diameter wildlife trees (dead standing trees).

d) Consult with a certified arborist to:

(i) to determine the health the veteran trees, assess the impacts from the proposed development and provide recommendations for tree protection and establishing a critical rooting zone.

(ii) to determine safety considerations and setback requirements around these trees.

(iii) If necessary, top wildlife tree to reduce setback rather than remove completely.

e) Minimize the encroachment of the development footprint into moist/wet ecosystems.

f) Minimize disturbance to Douglas-fir / dull Oregon-grape Provincially red-listed ecological community within mapped Ecological Community 1-1. A large portion of this overlaps with recommended Tree Protection / Critical Rooting Zone in 2b).

g) Focus development in and around areas where soils are already heavily disturbed and compacted as much as possible.

h) Minimize area of impervious surfaces and area of soil compaction including during the construction phase and post-construction ongoing use.

i) Consult with professional hydrologist or wetland specialist to determine direct impacts to hydrology from development and to prescribe measures required to mitigate on-site and downslope impacts. Potential measures might include:

(i) Installation of bioswales, creation of rainwater gardens, constructed wetlands or retention ponds to promote infiltration of surface water and any diverted water into the ground.

(ii) Installation of rainwater catchment and storage systems to reduce roof runoff and reduce pressure on groundwater resources.

(iii) Retaining as much forest structure and natural vegetation cover as possible.

(iv) Minimizing impacts to vegetation during the construction process, and immediately

revegetate/restore any areas where temporary damage is necessary for construction purposes.

- (v) Retaining large diameter coarse woody debris within undeveloped areas of the property to provide critical wildlife habitat.
 - (vi) Restoring areas outside of the development footprint where soils have been previously compacted (skid roads, logging landing sites) through 'rough and loose' treatment.
 - (vii) Incorporating 'wildlife zones' into the design where no ongoing use occurs. Restoration and wildlife enhancement measures should be focused in these areas.
- j) Monitor, evaluate and if necessary employ further mitigation measures during all phases of the development and construction process.

2. Wetland Restoration Report

a) Remove compaction & roads

Old logging roads that are no longer needed should be restored to a forested wetland which may include removing the compaction through a technique known as rough and loose or "fluffing up" the soil from the road surface. Removing compaction will allow moisture from rain and snowmelt to penetrate the soil, reducing the risk of erosion. Loosening the soil also makes it easier for tree and plant roots to penetrate, increasing the rate and size of vegetation that may grow on the site.

b) Restore micro-topography

The smooth surfaces of roads, former pasture, old landings and other disturbed areas have reduced the variety of microsites available for different species of vegetation. As compaction is removed, the soil will be left in naturally appearing, undulating mounds and ridges to restore habitat diversity.

c) Remove Ditches

Ditch removal requires cleaning vegetation, roots and organic matter from the ditch and packing it with soil of a similar texture and level of compaction. A large volume of soil is required to fill ditches. Combining ditch removal with wetland construction makes sense. The soil removed from the wetland basins can be used to fill the ditches.

d) Build Wetland Ponds

Two sites are identified on the Subdivision Plan where small open water ponds 23 m x 16 m (Pond #1) and 9m x 17m (Pond #2) could be built

e) Add Coarse Woody Debris

Wetland restoration is an opportunity to re-purpose woody debris from site clearing to a necessary material for site restoration. Larger pieces of wood and smaller branches may be used in pond construction to provide habitat and incorporated into the former road surfaces when compaction is removed.

f) Prioritize Forested Wetland Restoration

g) The wetland restoration shall be supervised by a qualified professional.

DATE OF MEETING: June 26, 2023

TO: Mayne Island Local Trust Committee

FROM: Charly Caproff, Planner 1
Southern Team

COPY: Narissa Chadwick, Acting RPM

SUBJECT: MA-DVP-2023.4 (Loubardeas)
Applicant: Deanne Loubardeas
Location: 555 Glen Echo Road

RECOMMENDATION

1. That the Mayne Island Local Trust Committee approve issuance of MA-DVP-2023.4.

REPORT SUMMARY

The purpose of this report is for the Mayne Island Local Trust Committee (LTC) to consider development variance application MA-DVP-2023.4 which is seeking to vary the maximum accessory building or structure height of 5 metres (16.5 feet) to allow for construction of an 8.59 metre (28 feet) accessory building. The intended use of the accessory building is a workshop/studio with sufficient storage capacity to support future construction of the principal dwelling.

RATIONALE FOR VARIANCE

The applicant is seeking a height variance in order to construct an accessory building that has adequate storage and working space. Prior to the construction of the principal dwelling, the accessory building is to be used for secure lock-up and storage of materials and as a work space as they progress towards submitting their building plans to Islands Trust in Fall 2024. They want to keep the building footprint as small as possible, which is why additional height is requested for a functional working and storage space.

BACKGROUND

A DVP is a land use permit that can relax siting, size or dimension regulations, but cannot vary use or density. A DVP is considered on a case by case basis and on its own merits. Typically variances are for things like minor encroachments into setbacks. The Local Trust Committee (LTC) has discretion to approve or refuse a DVP, however usually the LTC will consider factors like the applicant's rationale, that there is a unique circumstance specific to this property, the impacts that approving the variance may have on the environment or neighbours, any comments of neighbours, and the staff report.

The subject property is located at 555 Glen Echo Road and is zoned Upland (UP) and Rural (R). Additional site specific information can be found as Attachment 1. The owner applied for the variance following a conversation with staff regarding the maximum height for accessory buildings and structures in the Upland (UP) zone. There is

an existing 10' x 10' shed where the proposed accessory building will be sited (Attachment 2), which the owner is in the process of dismantling. As per subsection 3.5(2) of the Mayne Island Land Use Bylaw (LUB), an accessory building is permitted to be constructed or placed on a lot prior to the construction of a principal dwelling or the commencement of a principal residential use on the same lot if the building is to be used for the purposes of storage of building material for the use on the lot and storage of personal effects. As stated in the applicant's rationale letter, the accessory building will provide secure lock-up with storage and working space as they progress with the next phases of the principal dwelling design and construction.

ANALYSIS

Policy/Regulatory

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

Official Community Plan (OCP)

The property is designated Upland (UP) and Rural (R) in the Mayne Island OCP. There are no specific OCP policies or principles in conflict with the variance request.

Land Use Bylaw (LUB)

Subsection 5.6(11) of the LUB states that the maximum height for any accessory building or structure is 5 metres (16.5 feet). In this case, the proposed accessory building height is 8.59 metres (28 feet).

Potential impacts of granting to variance

Granting a variance can potentially create an expectation in the community with regard to future applications. As variances consider the unique circumstances pertaining to a particular situation that may warrant the relaxation of a specific zoning regulation, each application should be evaluated on its own merits. In this case, the variance as proposed is relatively minor – the proposed accessory building is visible from Glen Echo Road, but does not impact adjacent neighbours' views. The footprint of the accessory building, covering 0.23% of the 2.03 ha lot, is relatively small.

Circulation

DVP Notices were circulated to surrounding property owners and residents on June 2, 2023. The notification period will end on June 15, 2023. At the time of writing the report, no submissions have been received from neighbours regarding the building. Any submissions received after the agenda is published will be sent to the LTC prior to the June 26 meeting and will be raised by the planner at that meeting.

First Nations

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

Rationale for Recommendation

The recommendation on page one (1) is supported as:

- The variance is considered to be minor and the impacts are minimal because although the accessory building would be visible from Glen Echo Road, it does not impede adjacent neighbour's views and has (relative to the lot size) a small footprint; and
- No concerns have been received from adjacent neighbours

ALTERNATIVES

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

1. Request further information

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

That the 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 the application is refused the owner may apply to the Board of Variance. Recommended wording for the resolution is as follows:

That the Mayne Island Local Trust Committee refuse application MA-DVP-2023.4 (Loubardeas).

Submitted By:	Charly Caproff, Planner 1	June 15, 2023
Concurrence:	Narissa Chadwick, Acting Regional Planning Manager	June 15, 2023

ATTACHMENTS

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

ATTACHMENT 1 – SITE CONTEXT

LOCATION

Legal Description	LOT 2 SECTION 8 MAYNE ISLAND COWICHAN DISTRICT PLAN VIP88920
PID	028-601-459
Civic Address	555 Glen Echo Road Mayne Island

LAND USE

Current Land Use	Upland - UP, Rural - R
Surrounding Land Use	Upland - UP, Rural - R, R(d)

HISTORICAL ACTIVITY

File No.	Purpose
MA-DVP-2008.2	Subdivision - vary section 5.5 of the LUB for proposed lot 6 and section 5.9 for proposed lot 1
MA-SUB-2008.1	Creation of an eight lot conventional subdivision

POLICY/REGULATORY

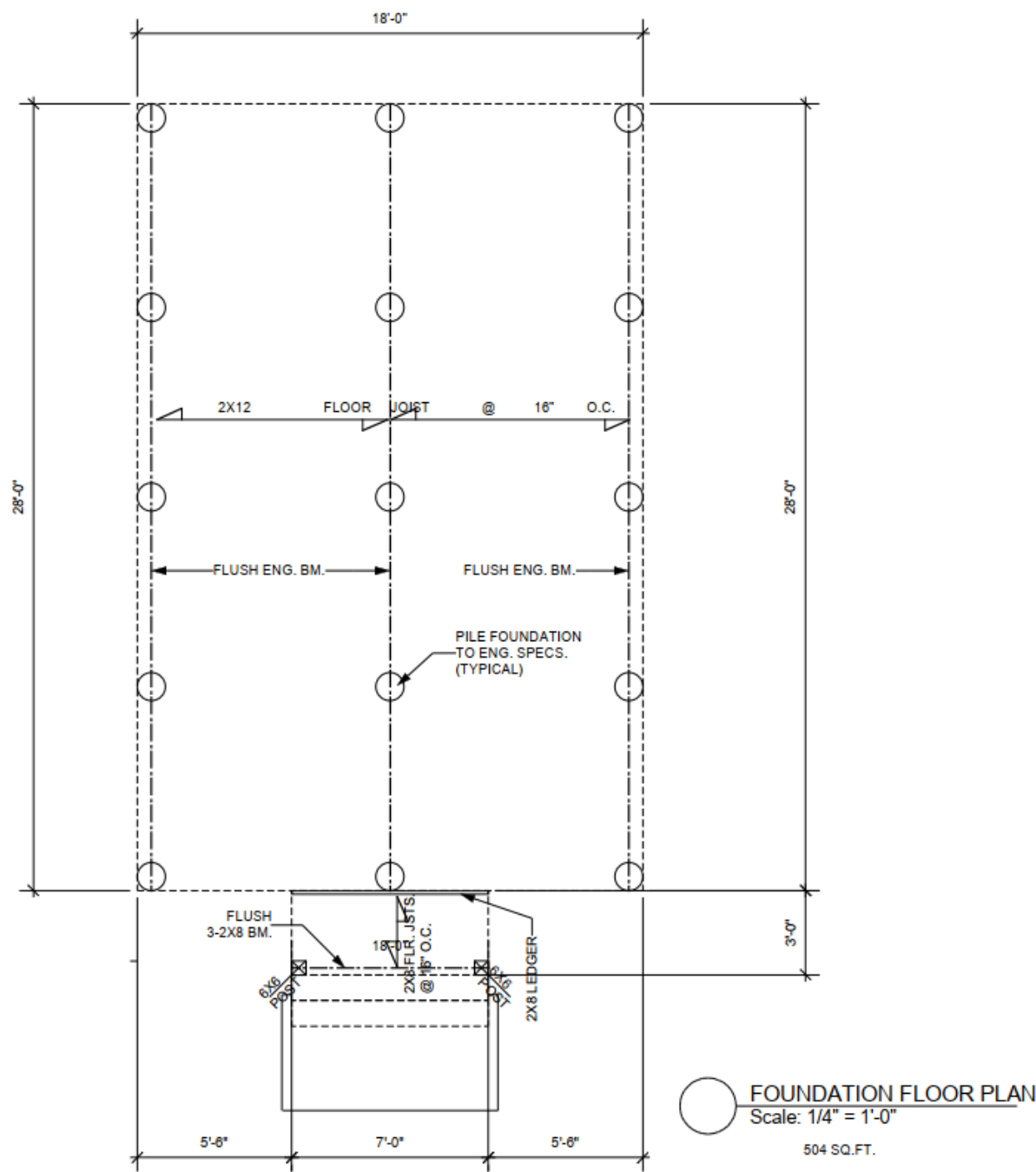
Official Community Plan Designations	Mayne Island OCP No. 144, 2007 - Upland (UP) and Rural (R)
Land Use Bylaw	Mayne Island LUB No. 146, 2008 – Upland (UP) and Rural (R)
Other Regulations	N/A
Covenants	Mayne Island LTC and CRD – Water treatment (FB415525)
Bylaw Enforcement	N/A

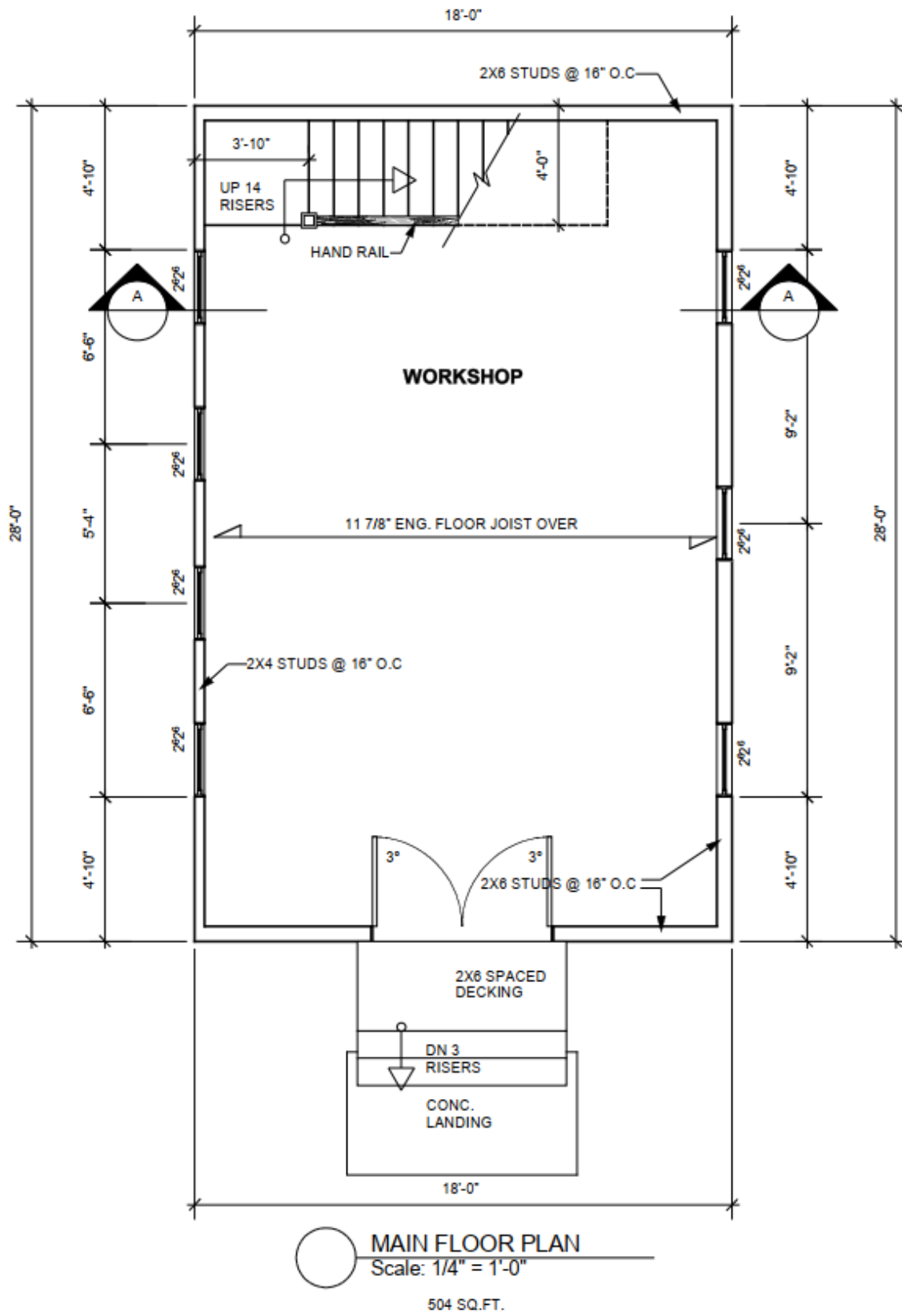
SITE INFLUENCES

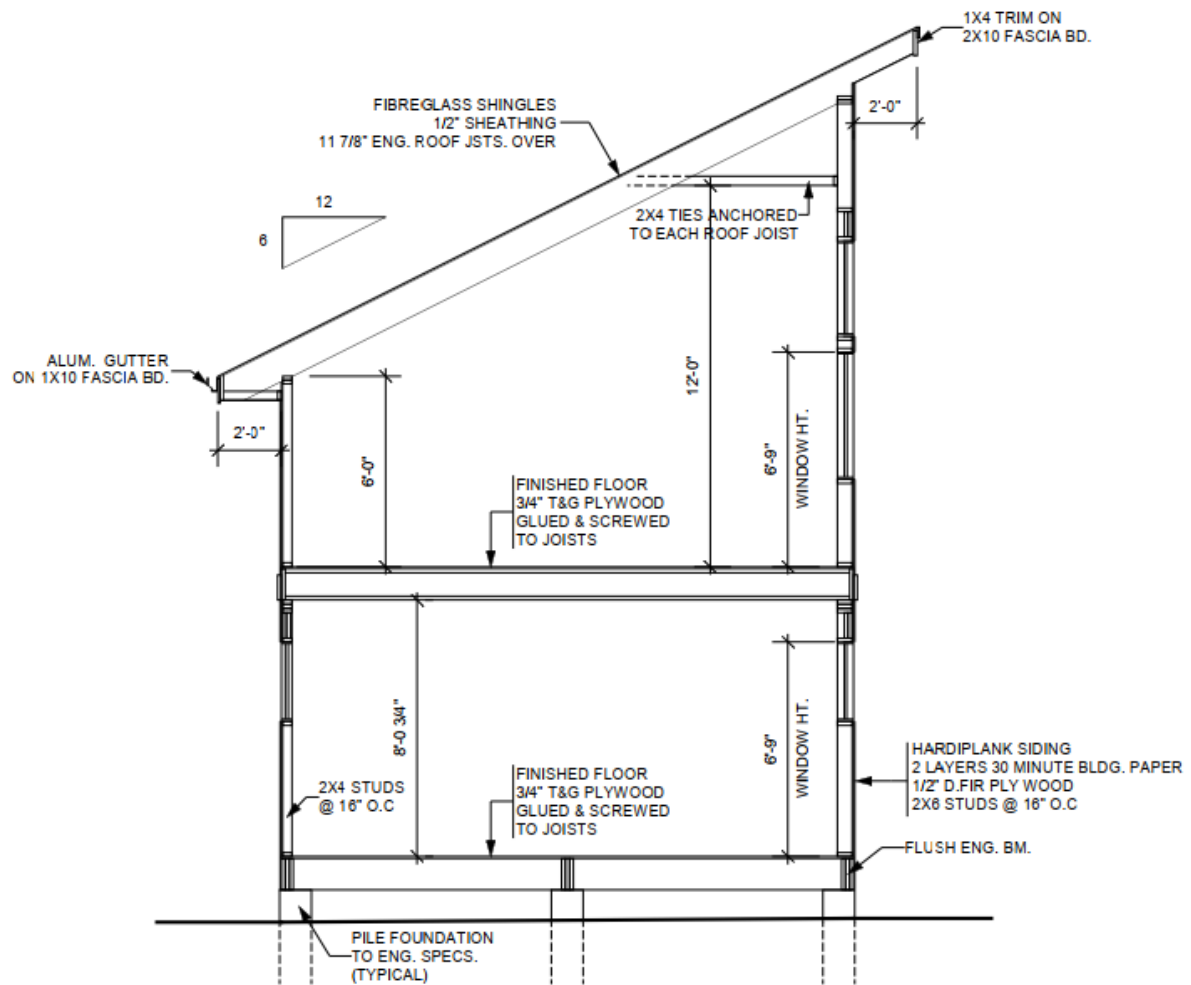
Islands Trust Fund	N/A
Regional Conservation Strategy	The proposal does not impact the objectives and priorities of the Islands Trust Conservancy regional conservation plan.
Species at Risk	N/A
Sensitive Ecosystems	N/A
Hazard Areas	Low risk steep slope
Archaeological Sites	No archaeological potential or sites on the subject property. Notwithstanding the foregoing, and by copy of this report, the owners and applicant should be aware that there is still a chance that the lot may contain previously unrecorded archaeological material that is protected under the <i>Heritage Conservation Act</i> . If such material is encountered during development, all work should cease and Archaeology Branch should be contacted immediately as a <i>Heritage Conservation Act</i> permit may be

	needed before further development is undertaken. This may involve the need to hire a qualified archaeologist to monitor the work.
Climate Change Adaptation and Mitigation	No additional impacts to GHG emissions anticipated as a result of this application.
Shoreline Classification	Not Applicable
Shoreline Data in TAPIS	N/A

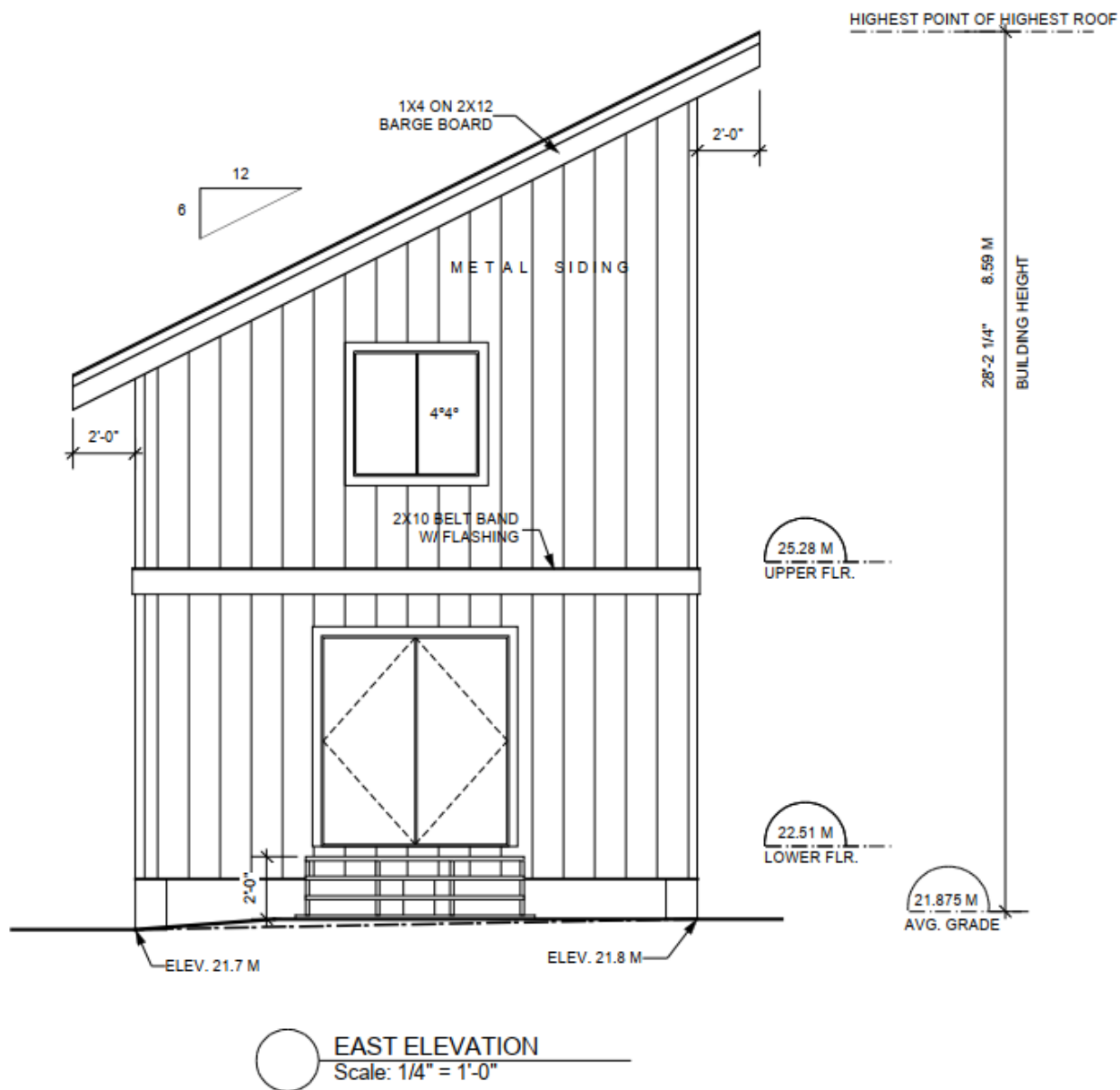
2.3 FLOOR AND ELEVATION PLANS

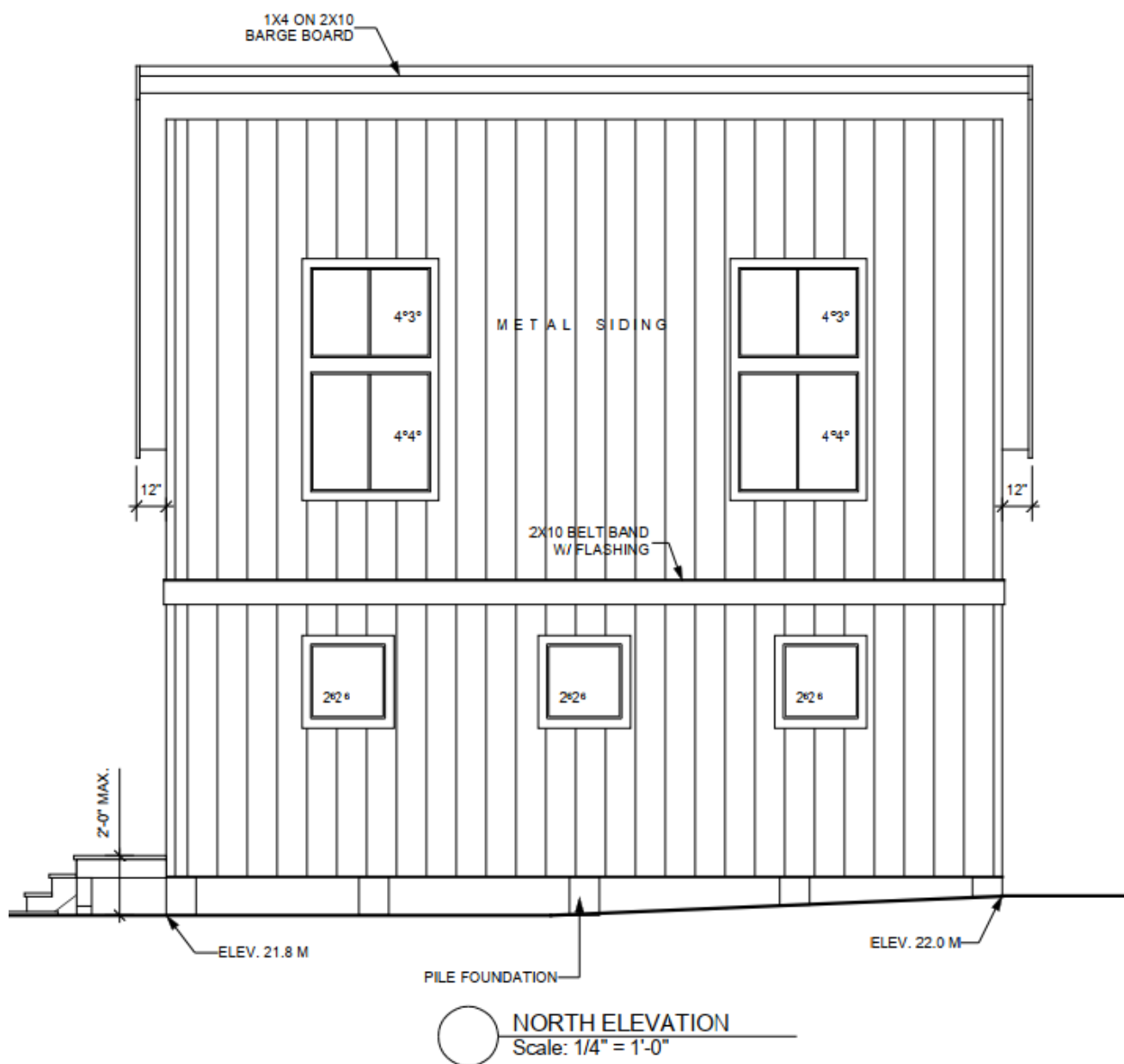


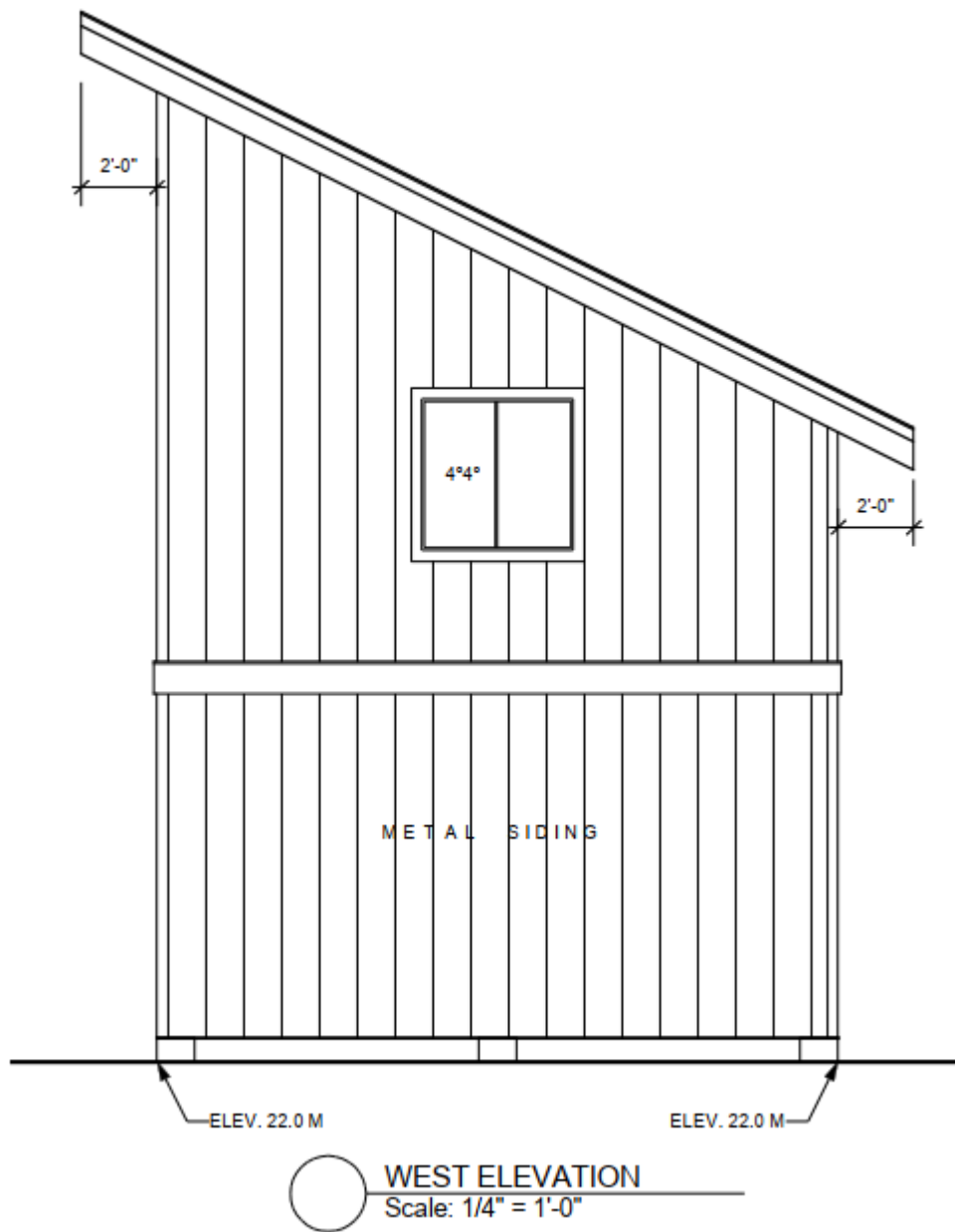


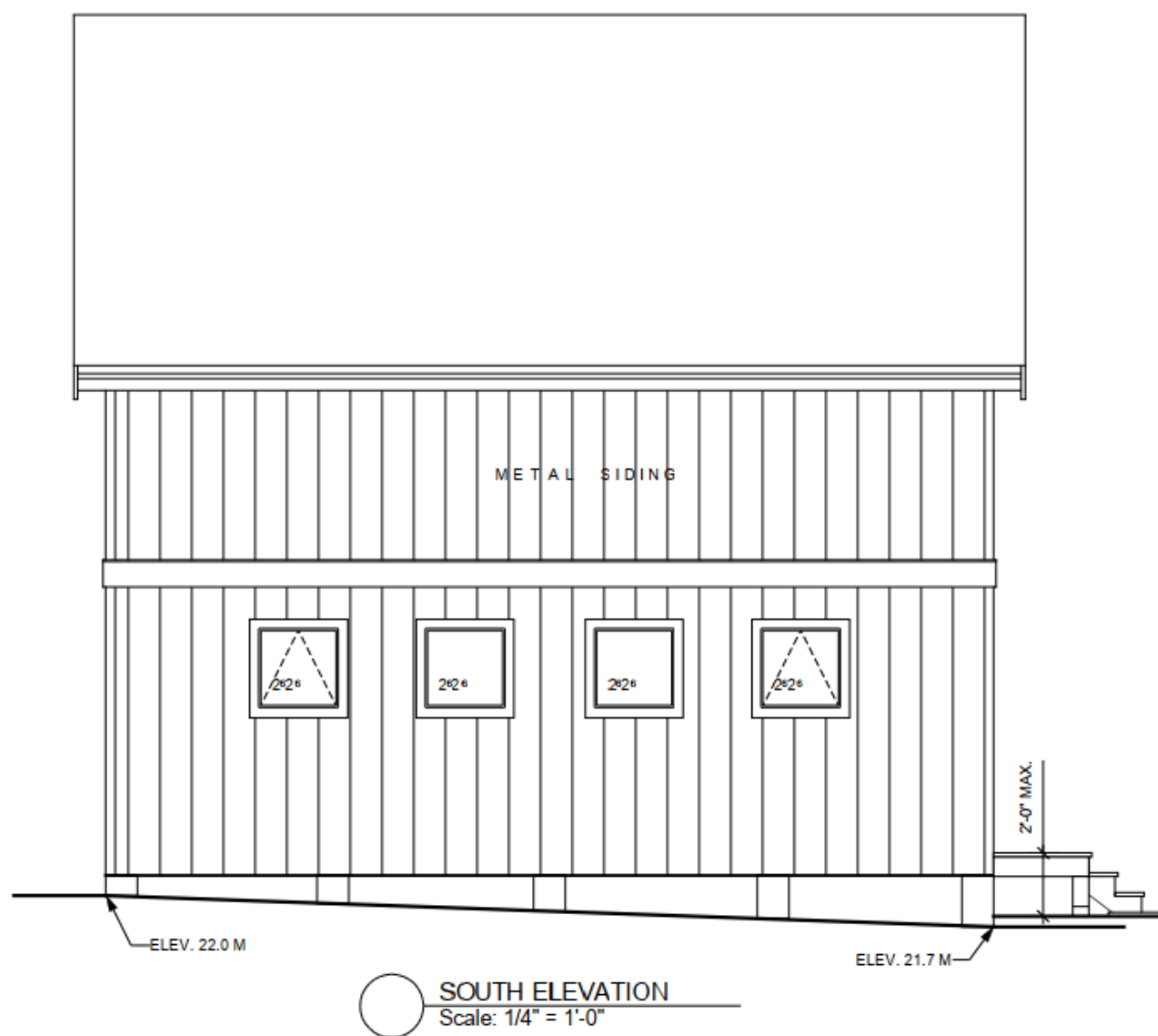


CROSS SECTION
Scale: 1/4" = 1'-0"









2.4 SITE VISIT MAY 29, 2023



EXISTING 10x10 SHED TO BE REMOVED



SITE FOR PROPOSED ACCESSORY BUILDING



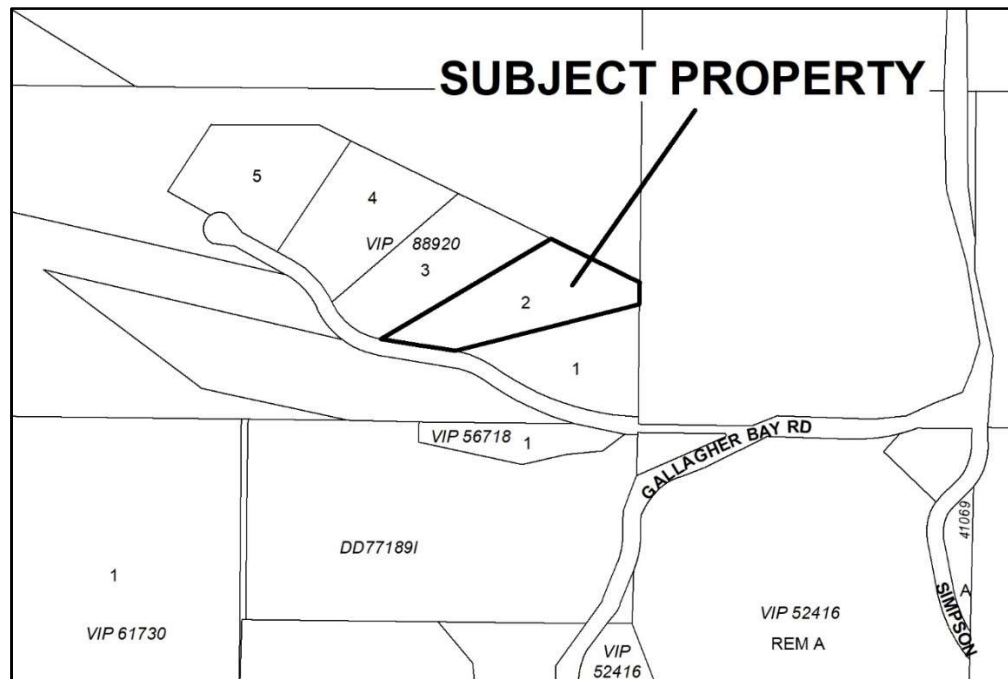
NOTICE
MA-DVP-2023.4
MAYNE ISLAND LOCAL TRUST COMMITTEE

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 by:

- Subsection 5.6(11) which states that the maximum height for any accessory building or structure is 5 metres (16.5 feet) is varied to permit the construction of an accessory building 8.59 metres in height.

The property is located at **555 Glen Echo Road** and is legally described as LOT 2 SECTION 8 MAYNE ISLAND COWICHAN DISTRICT PLAN VIP88920 (PID: 028-601-459).

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



A copy of the proposed permit may be inspected at the Islands Trust Office, 200 - 1627 Fort Street, Victoria, B.C. V8R 1H8 between the hours of 8:30 a.m. to 4:30 p.m. Monday to Friday inclusive, excluding statutory holidays, commencing **June 2, 2023** and continuing up to and including **June 15, 2023**.

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

Enquiries or comments should be directed to Charly Caproff, Planner 1 at (250) 405-5172, for Toll Free Access, request a transfer via Enquiry BC: In Vancouver 660-2421 and elsewhere in BC 1-800-663-7867; or by fax (250) 405-5155; or by email to: southinfo@islandstrust.bc.ca before 4:30 pm, **June 15, 2023**.

The Mayne Island Local Trust Committee may consider a resolution allowing for the issuance of the permit during the regular business meeting starting at **1:30 p.m., June 26, 2023** at the **Mayne Island Agricultural Hall**, 430 Fernhill Road, on Mayne Island.

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

Jas Chonk, Deputy Secretary



Islands Trust

PROPOSED

MAYNE ISLAND LOCAL TRUST COMMITTEE DEVELOPMENT VARIANCE PERMIT MA-DVP-2023.4

To: Deanne Loubardeas and Jennifer Little

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

LOT 2 SECTION 8 MAYNE ISLAND COWICHAN DISTRICT PLAN VIP88920
(PID: 028-601-459)

2. Mayne Island Land Use Bylaw No. 146, 2008 is varied as follows:

- a) Subsection 5.6(11) which states that the maximum height for any accessory building or structure is 5 metres (16.5 feet) is varied to permit the construction of an accessory building that is 8.59 metres (28 feet).

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

3. This permit is not a building permit and does not remove any obligation on the part of the permittee to comply with all other requirements of "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 [MONTH], [YEAR].

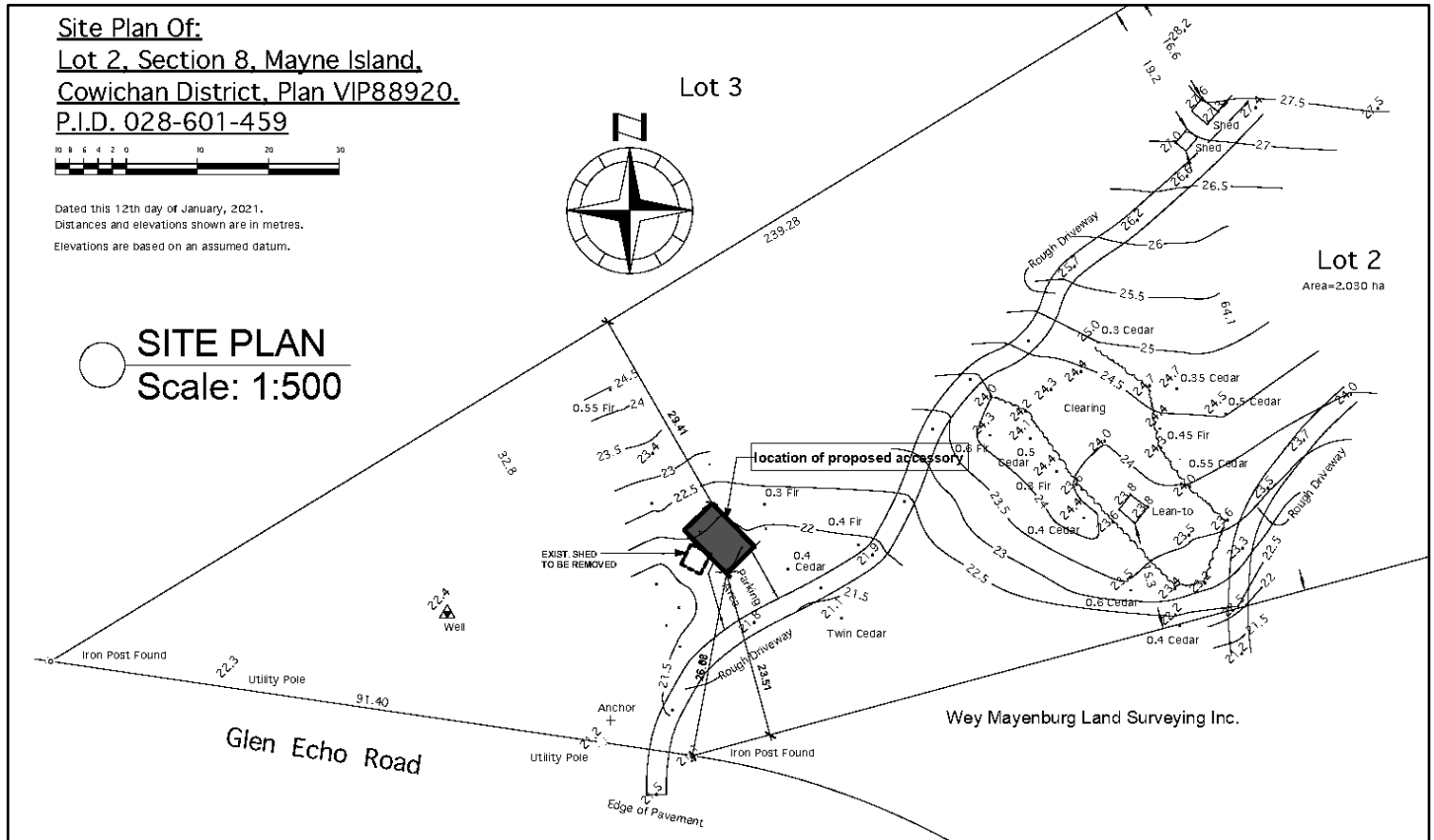
Deputy Secretary, Islands Trust

Date of Issuance

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

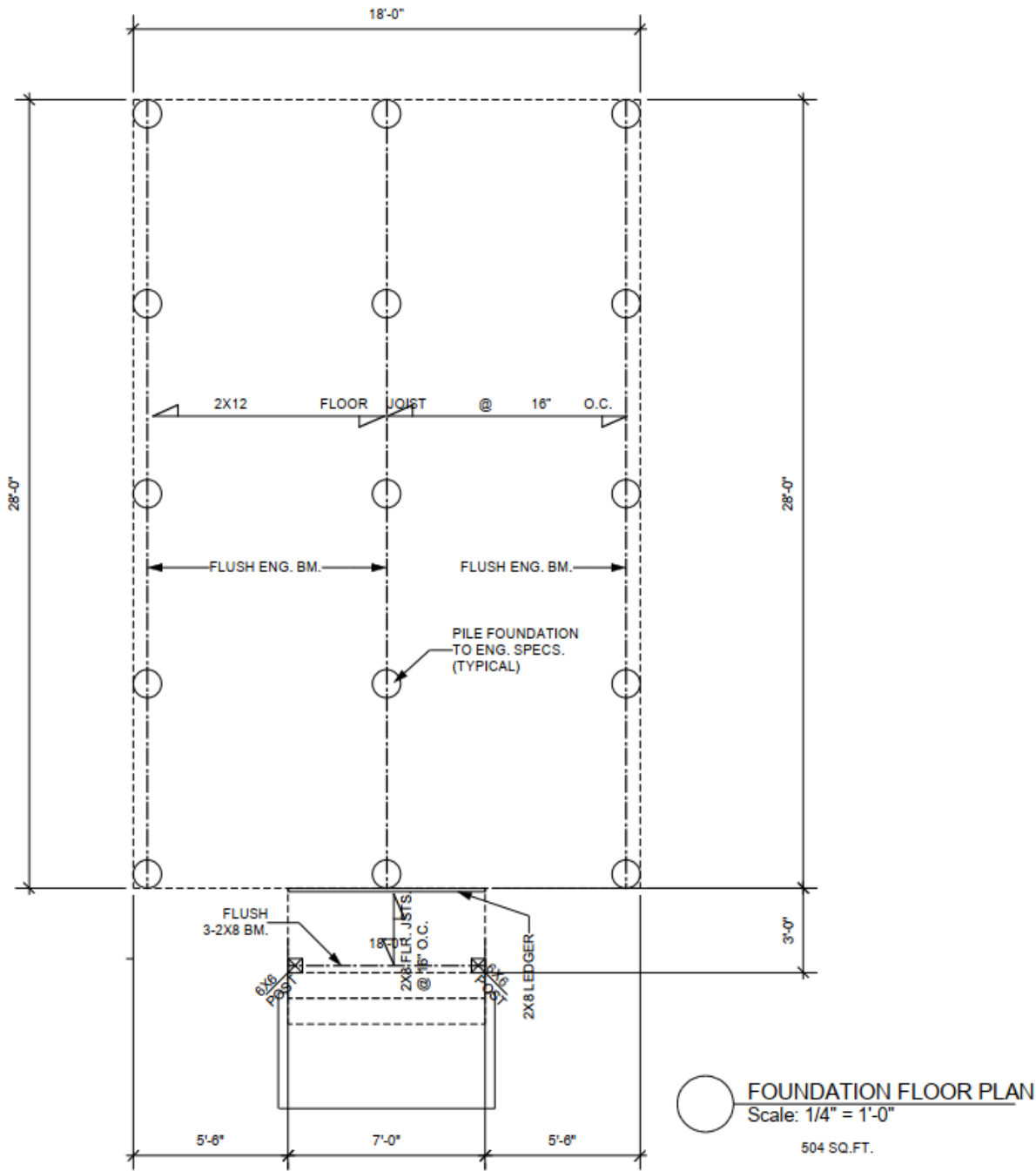
MAYNE ISLAND LOCAL TRUST COMMITTEE
MA-DVP-2023.4

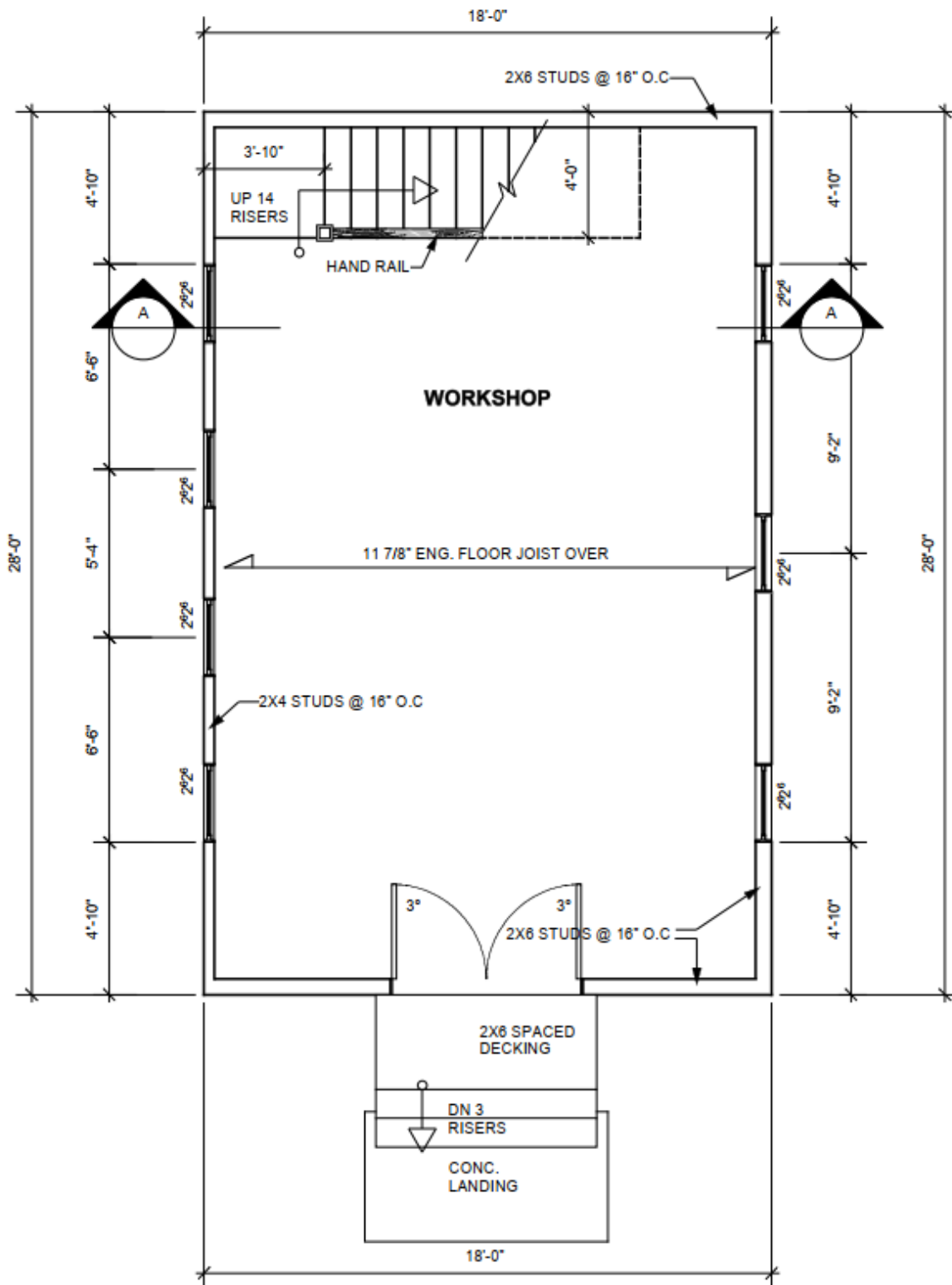
SCHEDULE 'A'



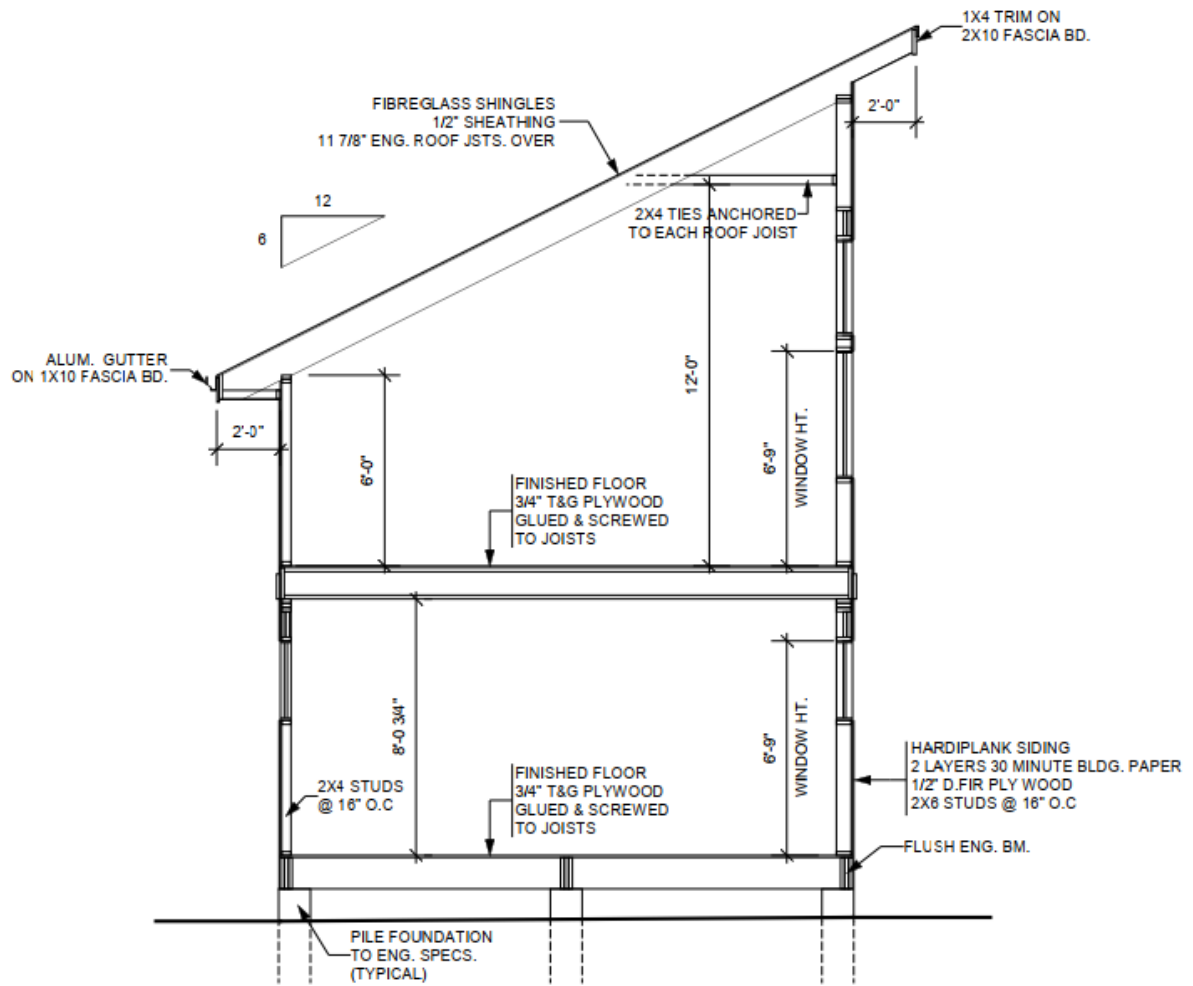
MAYNE ISLAND LOCAL TRUST COMMITTEE
MA-DVP-2023.4

SCHEDULE 'B'

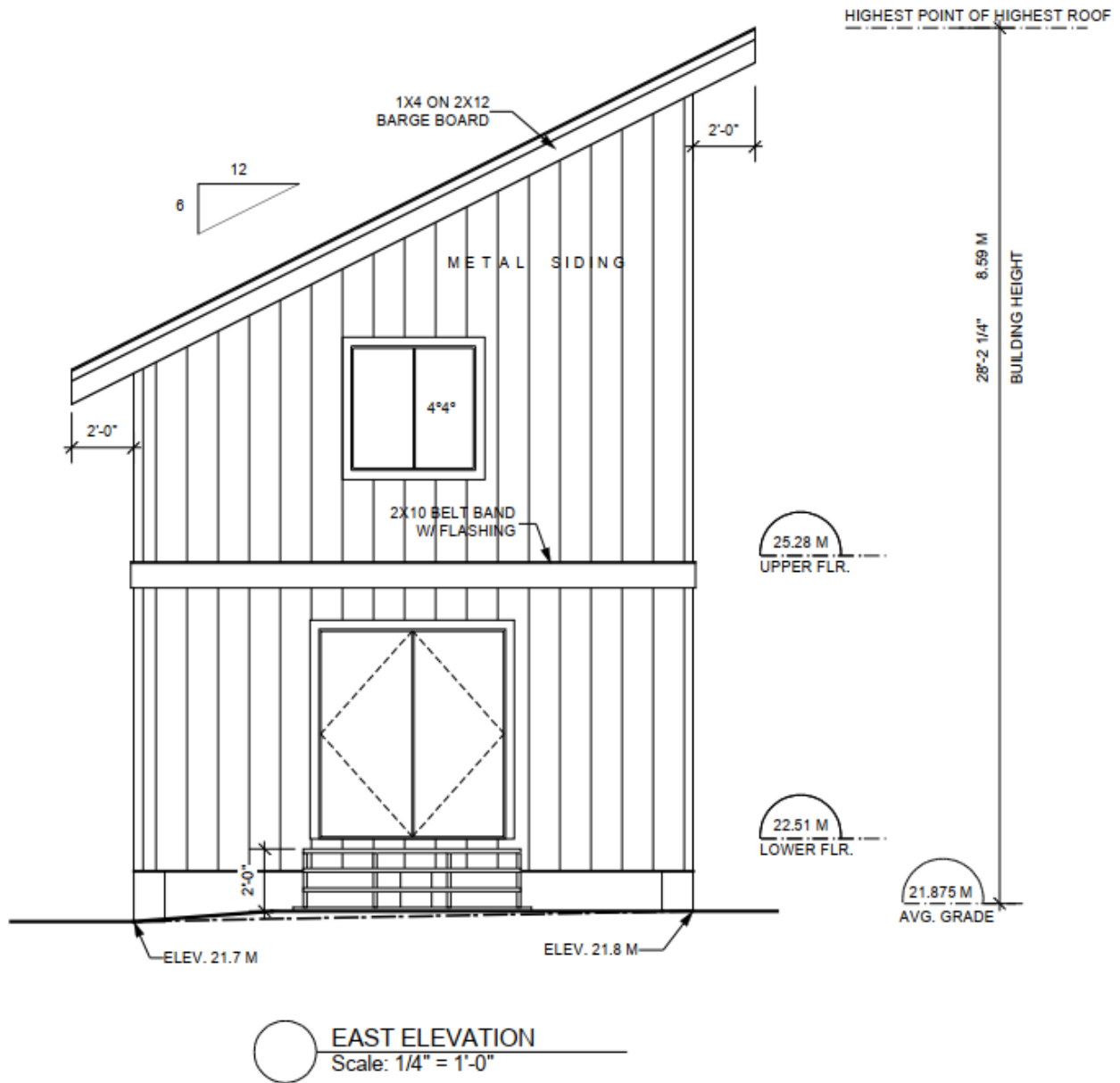


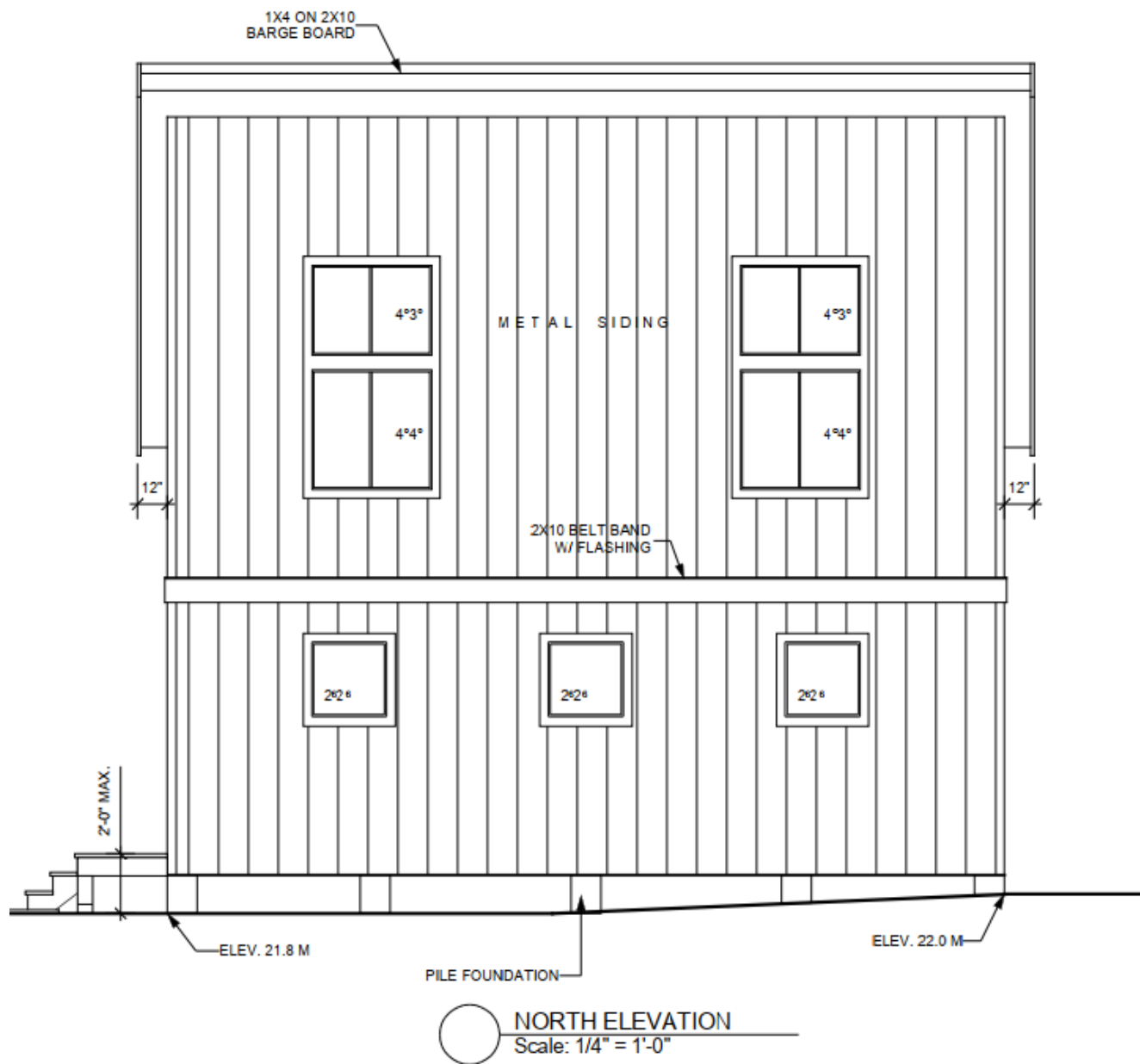


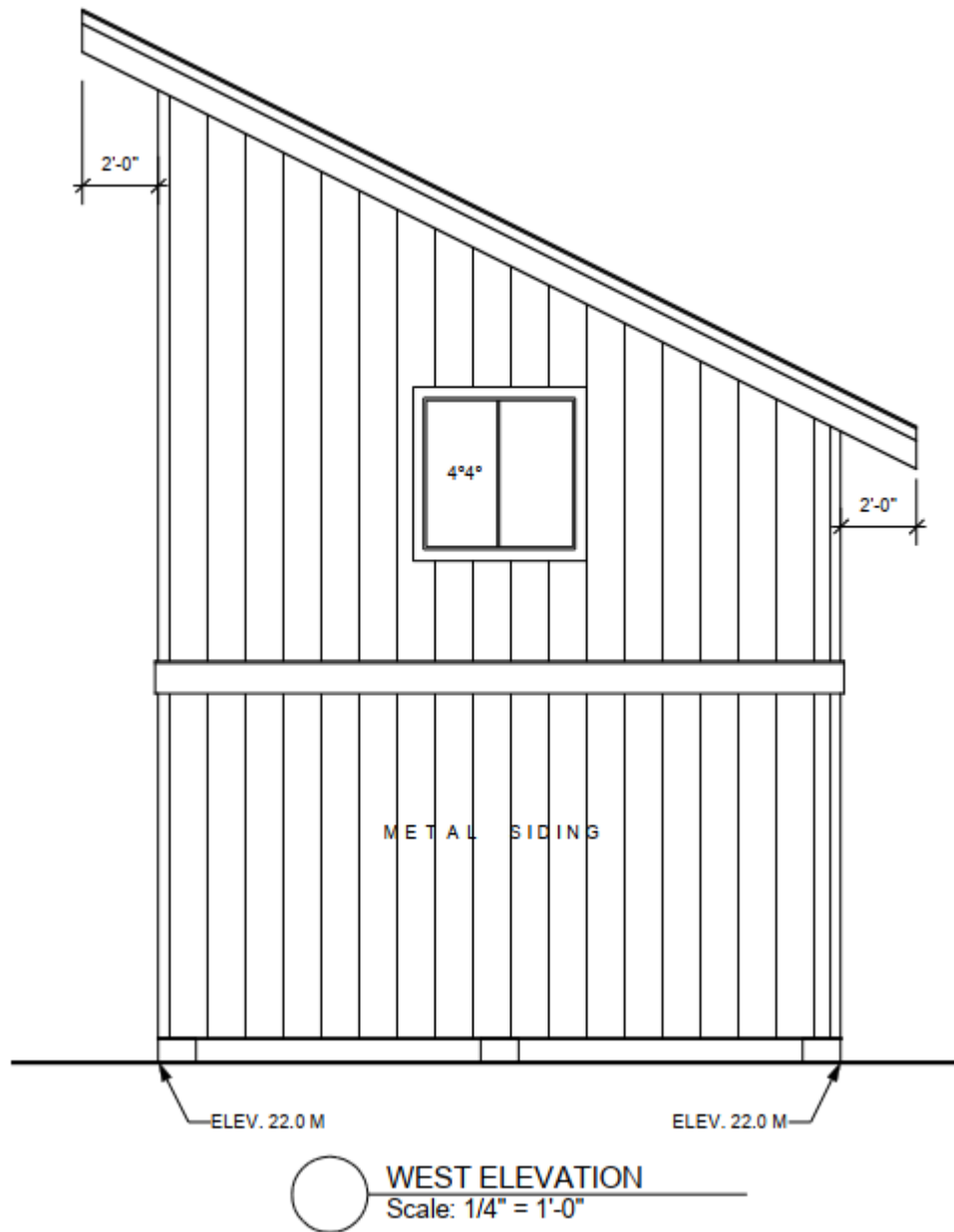

MAIN FLOOR PLAN
 Scale: 1/4" = 1'-0"
 504 SQ.FT.

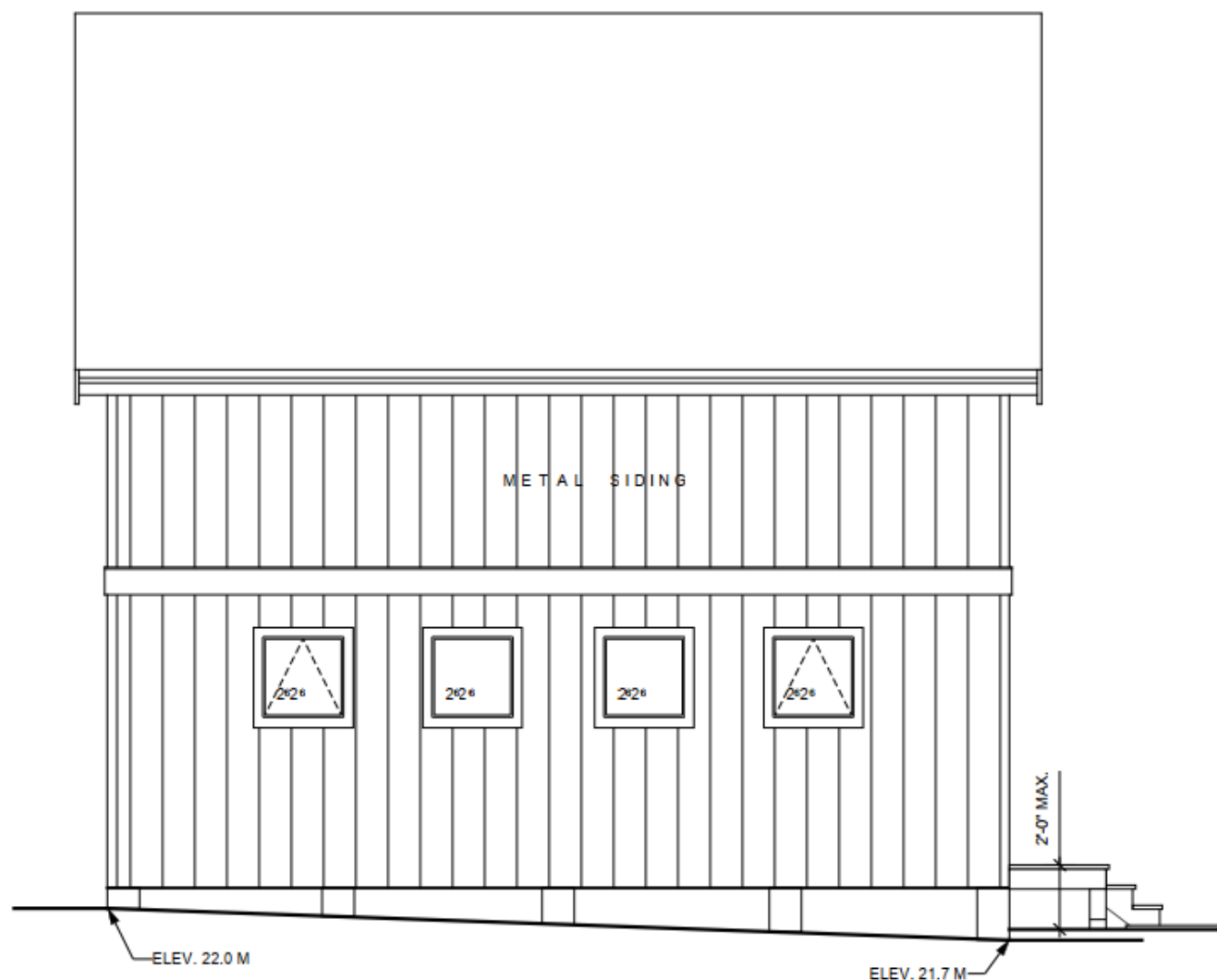


CROSS SECTION
Scale: 1/4" = 1'-0"










SOUTH ELEVATION
 Scale: 1/4" = 1'-0"

File No.: 12-08-6500-20- 2023 OCP
and LUB Minor Amendments

DATE OF MEETING: June 26, 2023
TO: Mayne Island Local Trust Committee
FROM: Narissa Chadwick, Island Planner
Southern Team
COPY: Renee Jamurat , Regional Planning Manager
SUBJECT: 2023 OCP and LUB Minor Amendments

RECOMMENDATION

1. That the Mayne Island Local Trust Committee request staff develop a Project Charter for the 2023 Mayne Island OCP and LUB Minor Amendments Project.
2. That the Mayne Island Local Trust Committee request staff to include topics identified by the LTC at the June 26, 2023 LTC regular meeting in the OCP and LUB Minor Amendments Project.

REPORT SUMMARY

The purpose of this staff report is to identify potential topics to be included in the OCP and LUB Minor Amendments Project.

BACKGROUND

At their May 29, 2023 regular LTC meeting the Mayne LTC passed the following resolution:

MA-2023-025

It was Moved and Seconded,

that the Mayne Island Local Trust Committee ask staff to move Land Use Bylaws review to the Priority Projects list

Additional relevant resolution adopted at the May 29, 2023 regular LTC meeting:

MA-2023-032

It was Moved and Seconded,

that the Mayne Island Local Trust Committee ask staff to add mooring buoys to the Land Use Bylaw Review.

In addition to passing the above resolution, the LTC also requested staff to include the use and definition of shipping containers in the LUB review.

Staff followed up with each Trustee to identify other items they would like to consider adding to the LUB review.

POTENTIAL ITEMS FOR LUB REVIEW

The following list was informed by Trustee input.

- Bennett Estate (Naylor Drive) - Clarify mapping on the zoning
- Definition of Patios – allow within the setback from the sea.
- Seawalls – consider wording that allows them under certain circumstances
- Define accessory buildings to include or exclude shipping containers
- Define shipping containers
- Mooring Buoys- review zoning
- Church property – consider removal of ‘Seniors’
- Define ‘Motor Vehicle’ (Staff note: should not be different then provincial definition)
- Define ‘Tiny Home’ (Staff note: have definition for “tiny home on wheels”)
- Permitted livestock – make more generic as opposed to specifying types of animals
- SR Zone – increasing the number of accessory buildings on larger properties 1
- Accessory building height – 16.5 feet in some zones is very limiting
- Outhouses – defining and permitting in all zones.
- Resource Conservation Zone - remove permission for ‘utility shed’ or provide a limiting definition
- Contractors yard – look at a broader zoning definition
- Agricultural Hall properties - create a separate zone that addresses setbacks
- Thrift Store – change zoning in line with existing TUP
- Personal watercraft - define and regulate
- Property adjacent to BC Ferries – change zoning to accommodate community use

An additional item to consider, recently raised by the CRD is:

- Rezoning of CRD land adjacent to Mt. Parke for park use (this would involve a change in the OCP land designation as well)

Action required: LTC confirm which topics to include in the LUB Review Project.

Topics can include those identified above as well as additional topics that are minor in nature. Additional topics may be included as the project progresses. However, this will result in a longer project timeframe.

Rationale for Recommendation

The Mayne LTC has identified the LUB Review project as a priority project for this fiscal year. If topics to be addressed are minor in nature, this can be done as a minor project. The Mayne LTC currently does not have a minor project in process.

ALTERNATIVES

1. Request further information

The LTC may request further information before proceeding with the project

2. Do not proceed with the project

The LTC may choose not to proceed with the project.

NEXT STEPS

If the LTC supports the staff recommendations:

- Staff will develop a project charter

Submitted By:	Narissa Chadwick RPP, Island Planner	June 15, 2023
Concurrence:	Renée Jamurat, RPP MCIP, Regional Planning Manager	June 15, 2023

Active Projects Report

Mayne Island

1. *Housing Options Project - Phase 2*

Continuation of Housing Options Project

- To define scope of project through community consultation, LTC deliberation
- Business case to be developed for submission by September 2023

Responsible

Narissa Chadwick

Dates

Rec'd: 30-Jan-2023
Target: 31-Mar-2025

2. *Minor LUB Review*

Minor updates to LUB

Responsible

Narissa Chadwick

Dates

Rec'd: 29-May-2023

Future Projects Report

Mayne Island

1. *Groundwater Implementation*

Responsible

Date Received

Will wait until Galiano has completed project

30-Nov-2020

2. *Housing Implementation*

Responsible

Date Received

Connecting with water service providers regarding flexible housing and secondary suites

05-May-2022

3. *LTC Rezoning Project*

Responsible

Date Received

327 Campbell Bay rezoning (to be part of Housing Options project)

05-May-2022

4. *Foreshore Education*

Responsible

Date Received

To provide education on foreshore uses and climate change adaptation as a minor LTC project

30-Jan-2023

5. *LUB Amendments*

Responsible

Date Received

To undertake targeted amendments to LUB, including:

30-Jan-2023

- contractor yards

- setbacks for patios and other structures

LTC to initiate as a minor project following community consultation on Housing Options



Applications

Development Variance Permit

File Number	Applicant Name	Date Received	Purpose
MA-DVP-2023.4	Loubardeas, Deanne	30-May-2023	555 GLEN ECHO RD: Application for a variance for the height of a building.

Planner: Charly Caproff

Planning Status

Status Date: 15-Jun-2023

Added to agenda items folder

Status Date: 01-Jun-2023

Draft report sent for review by Island Planner Brad Smith

Status Date: 30-May-2023

File created in EDM.

File Number	Applicant Name	Date Received	Purpose
MA-DVP-2023.5	Girouard, Louise	31-May-2023	750 STEWARD DR: Application for a variance for siting of a workshop in a setback.

Planner: Charly Caproff

Planning Status

Status Date: 12-Jun-2023

Planner Charly Caproff assigned.

Status Date: 31-May-2023

File created in EDM.

Status Date: 31-May-2023

Reached out to applicant for fee.



Applications

Development Variance Permit

File Number	Applicant Name	Date Received	Purpose
MA-DVP-2023.6	Gordon's Homes Sales LTD	08-Jun-2023	568 FAIRWAY RD: Application for a variance to expand the floor area of a cottage.
Planner: Charly Caproff			
Planning Status			
Status Date: 13-Jun-2023 Planner Charly Caproff assigned.			
Status Date: 08-Jun-2023 File created in EDM.			
Status Date: 08-Jun-2023 Requested fee from applicant.			

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 - BL 181 (OCP) and BL 183 (LUB)
Planner: Narissa Chadwick			
Planning Status			
Status Date: 26-Jun-2023 Bylaws presented to LTC for approval.			
Status Date: 15-Jun-2023 Housing Agreement and Covenant signed by Chair and Property Owner.			
Status Date: 04-May-2023 Bylaw 181 approved by Minister.			



Applications

Rezoning

File Number	Applicant Name	Date Received	Purpose
MA-RZ-2023.1	Robert Blaney Design Inc.	17-May-2023	630 DINNER BAY RD: Application for rezoning to amend the OCP to permit temporary housing for seasonal visitors (both tourists and staff).
Planner: Charly Caproff			
Planning Status			
Status Date: 30-May-2023 Planner Charly Caproff assigned.			
Status Date: 19-May-2023 Reached out to applicant for fee.			
Status Date: 19-May-2023 Site Disclosure Statement received.			

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: Narissa 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-2023.1	Mayne Island Housing Society	17-Jan-2023	375 Village Bay Road - Referral of subdivision application for 3 new lots.
Planner: Charly Caproff			
Planning Status			
Status Date: 03-Mar-2023 Referral response sent to MOTI			
Status Date: 02-Mar-2023 Site visit conducted			
Status Date: 06-Feb-2023 Planner Charly Caproff assigned.			
File Number	Applicant Name	Date Received	Purpose
MA-SUB-2023.2	Ryder, Harriet	05-May-2023	513 WAUGH RD: Referral of a boundary adjustment subdivision application.
Planner: Bruce Belcher			
Planning Status			
Status Date: 25-May-2023 Requested Easement title charge information.			
Status Date: 10-May-2023 Planner Bruce Belcher assigned.			
Status Date: 09-May-2023 Requested fee from applicant.			

Islands Trust
LTC EXP SUMMARY REPORT F2024
Invoices posted to Month ending April 2023

645 Mayne	Invoices posted to Month ending April 2023	<u>Budget</u>	<u>Spent</u>	<u>Balance</u>
65000-645	LTC "Trustee Expenses"	297.00	0.00	297.00
LTC Local				
65200-645	LTC - Local Exp - LTC Meeting Expenses	470.00	0.00	470.00
65210-645	LTC - Local Exp - APC Meeting Expenses	333.00	0.00	333.00
65220-645	LTC - Local Exp - Communications	250.00	0.00	250.00
65230-645	LTC - Local Exp - Special Projects	276.00	0.00	276.00
TOTAL LTC Local Expense		<u>1,329.00</u>	<u>0.00</u>	<u>1,329.00</u>
Projects				
73001-645-4100	Mayne Island Housing	<u>1,000.00</u>	<u>35.00</u>	<u>965.00</u>
TOTAL Project Expenses		<u>1,000.00</u>	<u>35.00</u>	<u>965.00</u>

Standing Resolutions Log

Mayne Island

Resolution Number	Action	Date
2022-012 (Standing) 5.4 Outhouses that the Mayne Island Local Trust Committee direct Bylaw staff to suspend enforcement on outhouses and that the Bylaw Enforcement Manager be invited to attend a future Local Trust Committee meeting.	Carried	14-Nov-2022
2021-011 (Standing) Advisory Planning Commission - Re-appointments and Expression of Interest Advertisement 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	Carried	25-Jan-2021

Standing Resolutions Log

Mayne Island

Resolution Number	Action	Date
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
Cannabis Retail Referrals - 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)	Carried	26-Jun-2017
13.3 Short Term Vacation Rentals (STVR) Enforcement Policy - Staff Report 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.		
2017-027 (Standing)	Carried	26-Jun-2017
13.2 Bylaw Enforcement Policy, Unlawful Dwelling - Staff Report 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.		

Standing Resolutions Log

Mayne Island

Resolution Number	Action	Date
2016-055 (Standing) 12.4 Adopted Policies and Standing Resolutions (attached) 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
2012-000 (Standing) Special Occasion Liquor License Referrals 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.	Carried	01-Feb-2012
2011-044 (Standing) Options for adopting In Camera Minutes 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.	Carried	02-May-2011