



Mayne Island Local Trust Committee

Special Meeting Agenda

Date: November 14, 2022
Time: 1:00 pm
Location: Mayne Island Agricultural Hall
430 Fernhill Road, Mayne Island, BC

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1. CALL TO ORDER	
2. APPROVAL OF AGENDA	
3. MINUTES	
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4. PUBLIC HEARING	
4.1. MA-RZ-2020.1 (Mayne Island Housing Society) - Proposed Bylaws 181 and 183	
4.1.1. <u>Recess for Public Hearing</u>	
4.1.2. <u>Recall to Order</u>	
5. BUSINESS ITEMS	
5.1. MA-RZ-2020.1 (Mayne Island Housing Society) - Proposed Bylaws 181 and 183 - Post Public Hearing Staff Report (attached)	10 - 48
5.2. Flexible Housing Project - Proposed Bylaws 184 and 189 - Consideration of Adoption - Staff Report (attached)	49 - 56
5.3. Mayne Island Local Trust Committee Proposed Fees Bylaw No. 285 - Consideration of Adoption – Staff Report (attached)	57 - 63
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7. ADJOURNMENT	



Mayne Island Local Trust Committee

Minutes of Regular Meeting

Date: October 24, 2022
Location: Mayne Island Agricultural Hall
430 Fernhill Road, Mayne Island, BC

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

Staff Present: Narissa Chadwick, Island Planner
Charly Caproff, Planning Technician
Pat Todd, Recorder

There were approximately twenty-nine (29) members of the public in attendance and on Zoom.

1. CALL TO ORDER

Chair Rogers called the meeting to order at 1:05 pm. He acknowledged that the meeting was being held in traditional territory of the Coast Salish First Nations.

2. APPROVAL OF AGENDA

Add: Item 11.2 Bylaws No. 186 and 187 for adoption

By general consent the agenda was adopted as amended.

3. TOWN HALL AND QUESTIONS - None

4. COMMUNITY INFORMATION MEETING

4.1 MA-RZ-2020.1 MIHS (Mayne Island Housing Society)

Planner Chadwick reviewed the bylaws related to the rezoning for up to ten units of multi-family rental housing and the creation of an additional lot, the Sec. 219 Covenant and the Housing Agreement. Next steps were identified.

Deborah Goldman (MIHS) expressed appreciation for the opportunity to discuss the project with community members. She reviewed the Society's efforts to date and noted that all reports and documents are available on the MIHS website in addition to the Islands Trust website. MIHS provided a presentation including the following presenters:

Eleni Gibson, Wiser Projects

- Identified need for affordable housing;
- Reviewed affordability formula and tenant criteria;

- Identified how project confirms with Official Community Plan (OCP; and
- Identified the land donation as an amenity.

Al Kohut, Hydrologist

- Reviewed Groundwater report;
- Spoke to water supply including number of wells and springs within area and groundwater discharge area; and
- Identified that the well on the property is very productive and capable of meeting projected demands.

Karl Williams, Engineer

- Detailed site plan, driveway, and Water Management Plan;
- Spoke to the need for a storm water plan to match pre-development conditions; and
- MIHS plan was done pre-emptively: need to redesign based on final design.

Keith Erickson, Biologist

- Reviewed Ecological assessment of site; and
- Provided an overview of report: mapping and recommendations to minimize impact of construction/project.

David Brown, MIHS

- Spoke to Wet Lands Restoration Report; and
- Remediation steps are noted in Sec. 219 Covenant.

Eleni Gibson reviewed the site planning – MIHS has integrated recommendations from reports and consultants. Next steps: funding applications, subdivision and approvals from various agencies. MIHS is looking for collaborative solutions for concerns raised regarding project.

Tim Mackie questioned the Covenant regarding vague terminology and requested details be more specific and actions measurable.

Planner Chadwick referred to Schedule B of the Covenant which outlines very specific actions.

Nikko Preston detailed concerns regarding storm water run-off and requested a plan be in place before project moves forward.

Karl Williams noted that a storm water plan would likely be required for Subdivision application. The Society is not liable for water from an offsite location.

Deb Foote, referring to the Wetland Restoration questioned the impact on the aquifer and recharge.

Karl Williams stated there has been a site-specific examination that determined that recharge comes from Mt. Parke.

Lise McLeod questioned fencing property as part of the restoration efforts. She identified that fallow deer is pervasive on site.

Response - fencing only increases problems with deer as else where fencing would be required initially to allow restoration to become established.

Tim Mackie asked if costs would be lower if smaller foot print and noted site plan has changed since initial environmental report.

Karl Williams stated changes are in accordance with recommendations and only significant change is location of driveway. While an apartment building would be cheaper to build the goal is to design the project in a way that is more consistent with rural character.

Nikko Preston questioned location of septic field, Waste Water Management and funding for restoration.

Septic field is primarily on Lot 3 with an easement on Lot 2. Restoration, to be funded by MIHA, will be to a state where area can be self-rejuvenating. Chair Rogers stated that further questions could be directed to Planner Chadwick or the MIHS.

Break 3:28 to 3:40 pm.

5. PUBLIC HEARING - None

6. MINUTES

6.1 Local Trust Committee Minutes Dated September 26, 2022

The following amendment to the minutes was presented for consideration:

Page 2 – Paragraph beginning with Trustee Dodds: First line – change “direction” to “advice”

By general consent the minutes were adopted as amended.

6.2 Section 26 Resolutions-without-meeting Report Dated Oct 2022

Received for information.

6.3 Advisory Planning Commission Minutes - None

7. BUSINESS ARISING FROM THE MINUTES

7.1 Follow-up Action List Dated Oct 2022

Received for information.

Letter will be going out s to Conservancy soon.

8. DELEGATIONS – None

9. CORRESPONDENCE

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

9.1 Islands Trust Conservancy Response re Fallow Deer Issue

General discussion expressing disappointment with Islands Trust Conservancy not directly addressing the fallow deer problem.

Trustees requested item be carried forward to next meeting agenda.

10. APPLICATIONS AND REFERRALS

10.1 MOTI Referral

Planner Chadwick presented a MOTI application for referral. The proposal is to close and amalgamate the undeveloped road right-of-way adjacent to 493 Felix Jack Road (Mayne Island Community Centre) with the property at 493 Felix Jack Road. This would create a split zone lot.

MA-2022-097

It was Moved and Seconded,

that the Mayne Island Local Trust Committee request staff to notify Ministry of Transportation and Infrastructure of endorsement of the application.

CARRIED

10.2 MA-RZ-2020.1 (Mayne Island Housing Society)

Planner Chadwick reviewed actions to date.

Trustee Maude, in reference to Schedule B, spoke to changing wording of recommendations so actions are more specific.

MA-2022-098

It was Moved and Seconded,

that the Mayne Island Local Trust Committee request staff title Schedule B "Requirements for the Remediation and Preservation" of Lot 2 and Lot 3.

CARRIED

MA-2022-099

It was Moved and Seconded,

that the Mayne Island Local Trust Committee request staff to amend Schedule B as follows: 1d) to read "Consult with a certified..."; 1i) to read "Consult with a professional hydrologist or wet land specialist..."; 2a) first sentence to read "...no longer needed should be restored to a forested wetland which may involve a technique known...".

CARRIED

MA-2022-100

It was Moved and Seconded,

that the Mayne Island Local Trust Committee request staff to reformat Schedule B to identify 1i), 1j), 1k), 1l), 1m) and 1n) as bullets.

CARRIED

MA-2022-101

It was Moved and Seconded,

that the Mayne Islands Local Trust Committee endorse the draft Section 219 Covenant, as amended, associated with MA-RZ-2020.1 (MIHS).

CARRIED

MA-2022-102

It was Moved and Seconded,

that the Mayne Island Local Trust Committee request staff to amend Policies for Ecosystem Preservation and Protection to indicate 3.1.3., 3.1.5, and 3.2.2 of the Islands Trust Policy Statement Directives Only Checklist as consistent.

CARRIED

MA-2022-103

It was Moved and Seconded,

that the Mayne Island Local Trust Committee request staff to amend Policies for the Stewardship of Resources of the Islands Trust Policy Statement Directives Only Checklist to indicate 4.1.6 as consistent.

CARRIED 2/1 (Trustee Maude)

MA-2022-104

It was Moved and Seconded,

that the Mayne Island Local Trust Committee has reviewed the Islands Trust Policy Statement Directives Only Checklist and determined that Bylaw No. 181, cited as 'Mayne Island Official Community Plan Bylaw No. 144, 2007, Amendment No. 1, 2021' and Bylaw No. 183, cited as 'Mayne Island Land Use Bylaw No. 146, 2008, Amendment No. 1, 2021' are not contrary to or at variance with the Islands Trust Policy Statement.

CARRIED

11. LOCAL TRUST COMMITTEE PROJECTS

11.1 Mayne Island Local Trust Committee Fees Bylaw No. 185

MA-2022-105

It was Moved and Seconded,

that the Mayne Island Local Trust Committee Bylaw No. 185, cited as “Mayne Island Local Trust Committee Fees Bylaw, 2021”, be given First Reading.

CARRIED

MA-2022-106

It was Moved and Seconded,

that the Mayne Island Local Trust Committee Bylaw No. 185, cited as “Mayne Island Local Trust Committee Fees Bylaw, 2021”, be given Second Reading.

CARRIED

MA-2022-107

It was Moved and Seconded,

that the Mayne Island Local Trust Committee Bylaw No. 185, cited as “Mayne Island Local Trust Committee Fees Bylaw, 2021”, be given Third Reading.

CARRIED

MA-2022-108

It was Moved and Seconded,

that the Mayne Island Local Committee Bylaw No. 185, cited as “Mayne Island Local Trust Committee Fees Bylaw, 2021”, be forwarded to the Secretary of the Islands Trust for approval by the Executive Committee.

CARRIED

11.2 Bylaws No. 186 and 187

MA-2022-109

It was Moved and Seconded,

that the Mayne Island Local Trust Committee Bylaw No. 186 cited as “Mayne Island Official Plan Bylaw No. 144, 2007”, be adopted.

CARRIED

MA-2022-110

It was Moved and Seconded,

that the Mayne Island Local Trust Committee Bylaw No. 187 cited as “Mayne Island Land Use Bylaw No.146, 2008, Amendment No. 3, 2021, be adopted.

CARRIED

12. REPORTS

12.1 Work Program Reports

12.1.1 Top Priorities Report Dated Oct 2022

Received for Information.

12.1.2 Projects List Report Dated Oct 2022

Received for information.

12.2 Applications Report Dated Oct 2022

Received for information.

12.3 Trustee and Local Expense Report Dated Aug 2022

Received for information.

12.4 Adopted Policies and Standing Resolutions

Received for information.

12.5 Local Trust Committee Webpage

Will be updated upon conclusion of meeting.

12.6 Chair's Report

Chair Rogers spoke to the Financial Planning Committee which is reviewing how best to utilize surplus. Trust Council is scheduled for November 17-19th. Elected Trustees will be sworn in and there will be an orientation. Islands Trust Executive will be elected on the 19th.

12.7 Trustee Report

Trustee Dodds reported a quiet month – community waiting till after election.

Trustee Maude stated Thrift Store renovations are nearing completion.

12.8 Islands Trust Conservancy Report Dated July 2022

Received for information.

13. NEW BUSINESS – None

14. UPCOMING MEETINGS

14.1 Next Meeting scheduled for November 14, 2022 at the Agricultural Hall, Mayne Island.

MA-2022-111

It was Moved and Seconded,

that the Mayne Island Local Trust Committee scheduled meeting for November 21, 2022 be cancelled.

CARRIED

15. TOWN HALL

Tim Mackie questioned lack of discussion regarding Farm Policy – Buffer zone. This will become more of an issue as density increases. Would like to see this topic fairly discussed – security for farm families.

Trustee Dodds stated that this next LTC term would be a good time for discussion – planning for a future agriculture review. Denman Island has been looking at this. Issue of setbacks can be raised at the Public Hearing for MIHS project (November 14, 2022).

Deb Foote added that organic farms require buffers.

16. CLOSED MEETING

None

17. ADJOURNMENT

By general consent the meeting was adjourned at 4:32 pm.

Dan Rogers, Chair

Certified Correct:

Pat Todd, Recorder

DATE OF MEETING: November 14, 2022
TO: Mayne Island Local Trust Committee
FROM: Narissa Chadwick, Island Planner
Southern Team
COPY: Robert Kojima, Regional Planning Manager
SUBJECT: MA-RZ-2020.1 (MIHS) – Bylaw No. 181 and No. 183 – Post Public Hearing

RECOMMENDATION

1. That the Mayne Island Local Trust Committee proposed Bylaw No. 181, cited as 'Mayne Island Official Community Plan Bylaw No. 144, 2007, Amendment No. 1, 2021' be read for a second time.
2. That the Mayne Island Local Trust Committee proposed Bylaw No. 181, cited as 'Mayne Island Official Community Plan Bylaw No. 144, 2007, Amendment No. 1, 2021' be read for a third time.
3. That the Mayne Island Local Trust Committee proposed Bylaw No. 183, cited as 'Mayne Island Land Use Bylaw No. 146, 2008, Amendment No. 1, 2021' be read for a second time.
4. That the Mayne Island Local Trust Committee proposed Bylaw No. 183, cited as 'Mayne Island Land Use Bylaw No. 146, 2008, Amendment No. 1, 2021' be read for a third time.
5. That the Mayne Island Local Trust Committee Bylaw No. 182 cited as "Mayne Island Housing Agreement Bylaw No. 182, 2022" be read for the third time.
6. That the Mayne Island Local Trust Committee proposed Bylaw No. 181, cited as 'Mayne Island Official Community Plan Bylaw No. 144, 2007, Amendment No. 1, 2021', proposed Bylaw No. 182 cited as 'Mayne Island Housing Agreement Bylaw No. 182, 2022', and proposed Bylaw No. 183, cited as 'Mayne Island Land Use Bylaw No. 146, 2008, Amendment No. 1, 2021' be forwarded to the Secretary of the Islands Trust for Executive Committee approval.
7. That the Mayne Island Local Trust Committee proposed Bylaw No. 181, cited as 'Mayne Island Official Community Plan Bylaw No. 144, 2007, Amendment No. 1, 2021' be forwarded to the Minister of Municipal Affairs for approval.
8. That the Mayne Island Local Trust Committee accept a covenant under Section 219 of the Land Title Act from the registered owners of Lot B, Section 7, Mayne Island, Cowichan District, Plan 2791 and designate the Chair of the Local Trust Committee to sign the covenant related to MA-RZ-2020.1 (MIHS).

REPORT SUMMARY

This is a post public hearing report supporting next steps for proposed Bylaws No. 181 (OCP amendment), Bylaw No. 182 (Housing Agreement) and Bylaw No.183 (LUB Amendment). These bylaws support the rezoning of 375 Village Bay Road to allow for subdivision into three lots and the development of up to 10 units of rental housing on one of the lots.

The recommendations above are supported as:

- The application has made a significant effort to address a number of the interests and concerns of the LTC and the public.
- All statutory requirements have been completed for rezoning including the required notification and holding of a public hearing consistent with the Local Government Act.
- All Islands Trust bylaw amendments require the approval of the Executive Committee of the Islands Trust prior to the consideration of adoption.

BACKGROUND

The Mayne Island Local Trust Committee (LTC) is considering the rezoning of 375 Village Bay Road to allow for subdivision into three lots and to support the development of up to 10 units of rental housing on one of the lots. There are three bylaws and a Section 219 covenant associated with this application.

Bylaw 181 (OCP Amendment) - Designates the proposed multi-family rental housing portion of the parent property from Rural (R) designation to Rural – Multi-family residential (R-MR) designation. At the June 27, 2022 regular meeting the LTC gave first reading to Bylaw 181.

Bylaw 183 (Land Use Bylaw Amendment) – Enables the creation of three lots from a 10 acre parent property. The property is proposed to be split zoned. One new zone (Comprehensive Development Three (CD3)) will support the development of 10 units of affordable multifamily rental housing on 3 acres. The second new zone R(f) will enable the subdivision of the remainder of the lot into two lots within the Rural Zone. At the June 27, 2022 regular meeting the LTC gave first reading to Bylaw 183.

Bylaw 182 (Housing Agreement) – This is an administrative bylaw that will establish a Housing Agreement between the Mayne Island LTC and the property owner. The Housing Agreement establishes minimum construction requirements, defines renter, defines rental rates, establishes monitoring and reporting requirements and establishes criteria for tenancy. At their September 26th, 2022 LTC meeting the LTC gave first and second reading to the Bylaw 182.

Section 219 Covenant – Was endorsed by the LTC at their October 24th meeting. The Covenant:

- restricts building until after approval of water treatment system design
- restricts building area on Lot 3 and Lot 2
- includes requirements for ongoing maintenance of water treatment system
- restricts building until design for septic system has been prepared by a Septic Specialist
- restricts building to that which is in accordance with the recommendations of the Ecological Assessment Report and Wetland Restoration Report
- restricts commencement of building on Lot 2 until occupancy is received for 5 buildings on Lot 3 (restriction expires 5 years after date when land is subdivided)

A community information meeting was held on October 24th, 2022. A public hearing is scheduled for November 14th, 2022 for Bylaws No. 181 and Bylaw No. 183. A public hearing is a quasi-judicial process within and following which specific procedures must be followed. A public hearing is not required for draft Bylaw No. 182 as it is an administrative bylaw

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

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

Following the close of the public hearing, the LTC may not hear further submissions without holding a new hearing. The principle is that if new information is considered by the LTC, all other interested parties also need to have the opportunity to consider any new relevant material and to make further representations to the LTC. The courts have clarified that this does not open the door to endless public hearings: a local government body can legitimately decide that after a hearing it wishes to hear further from staff on issues raised at the hearing. A bylaw may be altered after the hearing, based on information received or heard by the LTC at any point prior to the close of the hearing, provided that the amendments do not alter use or increase density, or decrease density without a landowner's consent.

Rationale for Recommendation

The recommendations on page 1 are supports as:

- The application has made a significant effort to address a number of the interests and concerns of the LTC and the public.
- All statutory requirements have been completed for rezoning including the required notification and holding of a public hearing consistent with the Local Government Act.
- All Islands Trust bylaw amendments require the approval of the Executive Committee of the Islands Trust prior to the consideration of adoption.

ALTERNATIVES

1. Amend the Bylaw (s)

That the Mayne Island Local Trust Committee proposed Bylaw No. 181, cited as 'Mayne Island Land Official Community Plan Bylaw No. 146, 2008, Amendment No. 1, 2021' be amended as follows:.....

That the Mayne Island Local Trust Committee proposed Bylaw No. 183, cited as 'Mayne Island Land Use Bylaw No. 146, 2008, Amendment No. 1, 2021' be amended as follows:.....

2. Amend the Housing Agreement

That the Mayne Island Local Trust Committee Housing Agreement related to MA-RZ-2020.1 (MIHS) be amended as follows:.....

3. Proceed no further

That the Mayne Island Local Trust Committee proceed no further with Bylaws No. 181, 182 and 183.

NEXT STEPS

If the recommendations are supported:

- Bylaws 181, 182 and 183 will be forwarded to the Islands Trust Executive Committees
- Bylaw 181 (OCP Amendment) will be forwarded to the Minister of Municipal Affairs for approval
- Bylaws 181, 182 and 183 will be returned to the LTC for reconsideration and approval

Submitted By:	Narissa Chadwick, RPP, Island Planner	November 3, 2022
Concurrence:	Robert Kojima, Regional Planning Manager	November 3, 2022

ATTACHMENTS

1. Bylaw 181 (OCP)
2. Bylaw 182 (Housing Agreement)
3. Bylaw 183 (LUB)
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 27TH DAY OF JUNE 2022.

PUBLIC HEARING HELD THIS DAY OF 20__

READ A SECOND TIME THIS DAY OF 202__

READ A THIRD TIME THIS DAY OF 202__

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

APPROVED BY THE MINISTER MUNICIPAL AFFAIRS THIS DAY OF 20__.

ADOPTED THIS DAY OF 20__.

CHAIR

SECRETARY

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

SCHEDULE 1

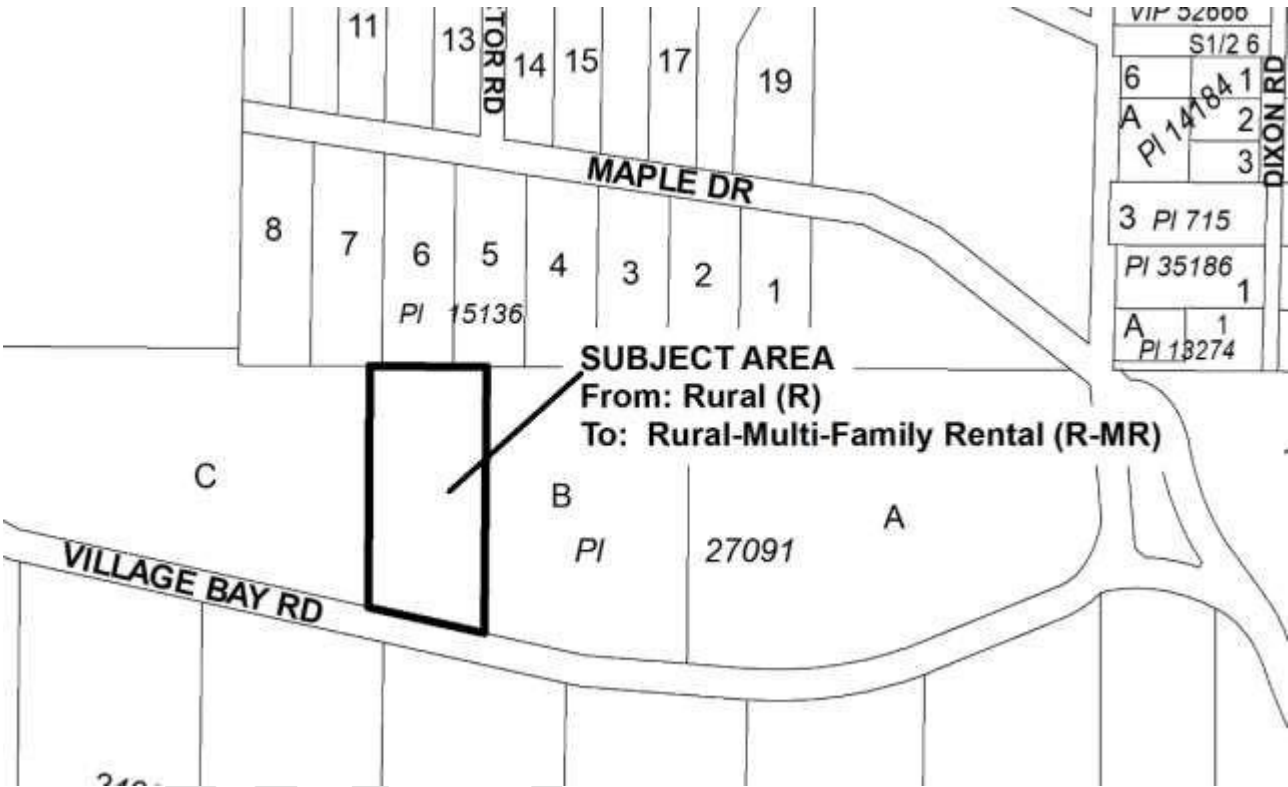
The Mayne Island Official Community Plan No. 144, 2007, is amended as follows:

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. 182

A Bylaw to Authorize a Housing Agreement

WHEREAS the Mayne Island Local Trust Committee is the Local Trust Committee having jurisdiction on and in respect of the Mayne Island Local Trust Area, pursuant to the *Islands Trust Act*;

AND WHEREAS Section 483 of the *Local Government Act* and Section 29 of the *Islands Trust Act* permit the Local Trust Committee to enter into a housing agreement;

AND WHEREAS the Mayne Island Local Trust Committee wishes to enter into a Housing Agreement;

NOW THEREFORE the Mayne Island Local Trust Committee enacts in open meeting assembled as follows:

1. This Bylaw may be cited for all purposes as "Mayne Island Housing Agreement Bylaw No. 182, 2022".
2. Any one Trustee of the Mayne Island Local Trust Committee are authorized to execute an agreement in the form attached to this Bylaw with [owner]

READ A FIRST TIME this 26th day of October 2022.

READ A SECOND TIME this 26th day of October 2022.

READ A THIRD TIME this X day of month, year

APPROVED BY THE EXECUTIVE COMMITTEE OF THE ISLANDS TRUST this

X day of month, year

ADOPTED this X day of month, year

SECRETARY

CHAIRPERSON

Housing Agreement

THIS AGREEMENT DATED FOR REFERENCE THE _____ DAY OF, 20____, 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 *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



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

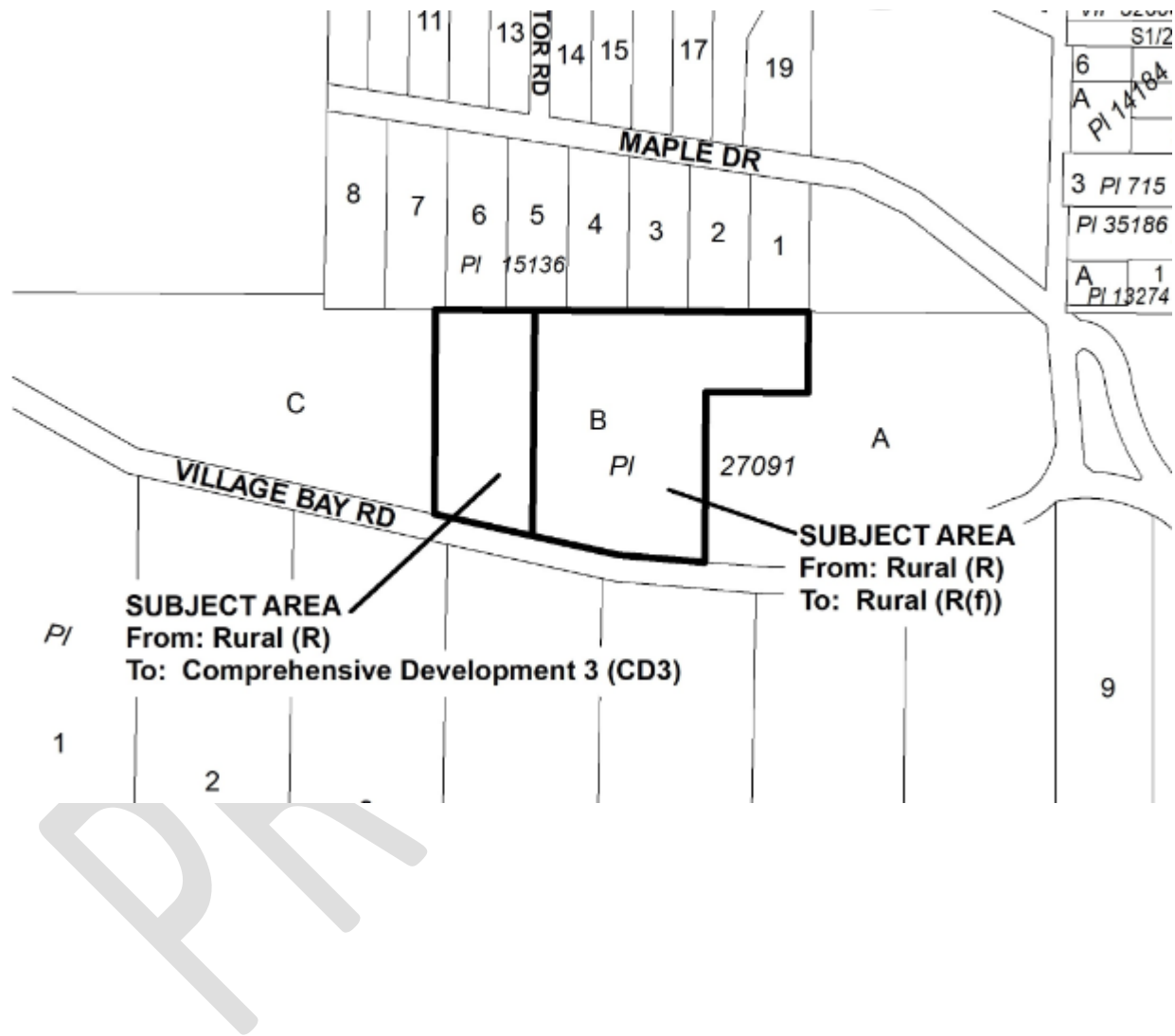
If any provision of this Bylaw is for any reason held to be invalid by a decision of any Court of competent jurisdiction, the invalid provision must be severed from the Bylaw and the decision that such provision is invalid must not affect the validity of the remaining provisions of the Bylaw.

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

_____	_____
CHAIR	SECRETARY

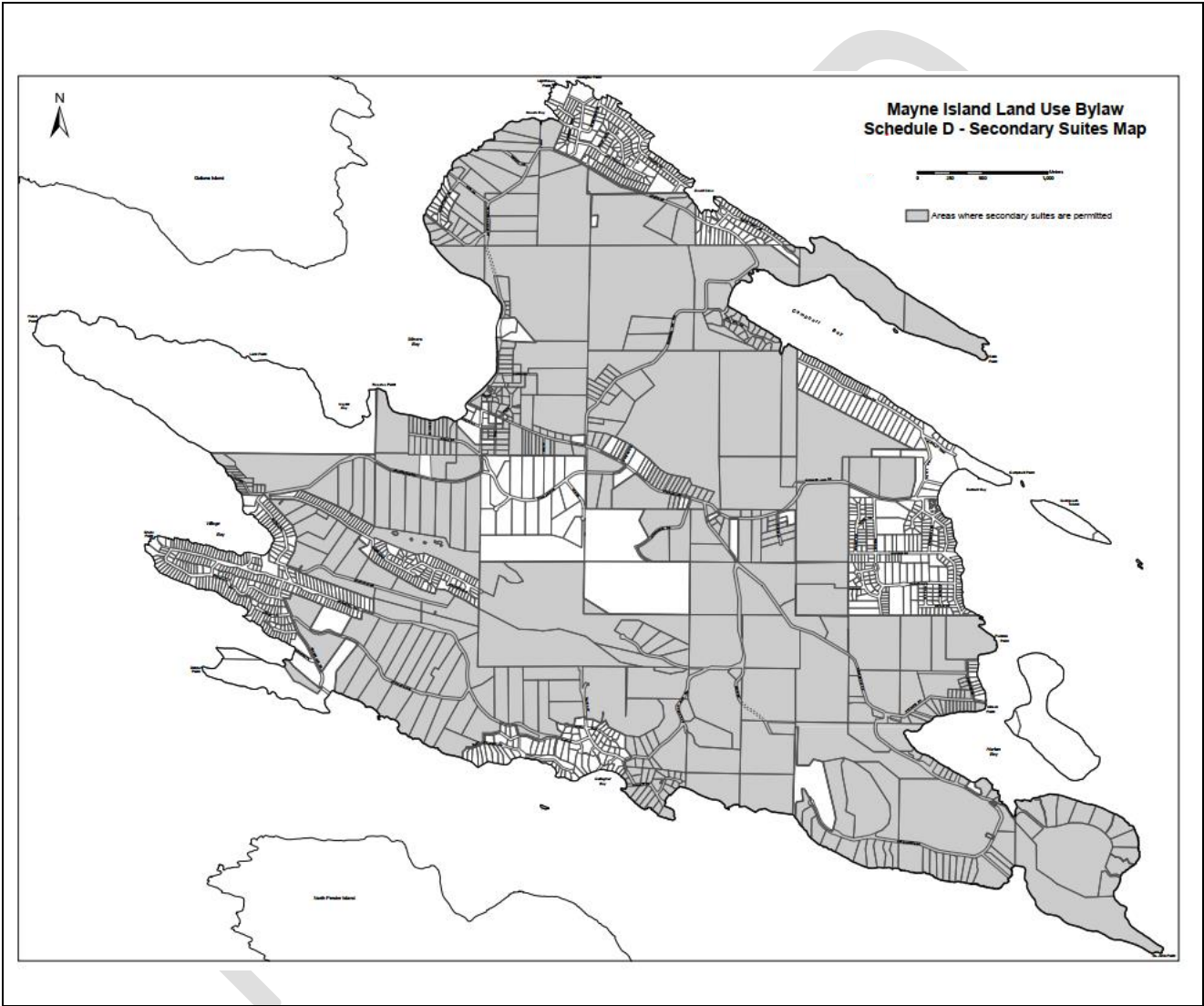
MAYNE ISLAND LOCAL TRUST COMMITTEE
BYLAW NO. 183

Plan No. 1



MAYNE ISLAND LOCAL TRUST COMMITTEE
BYLAW NO. 183

Plan No. 2



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.

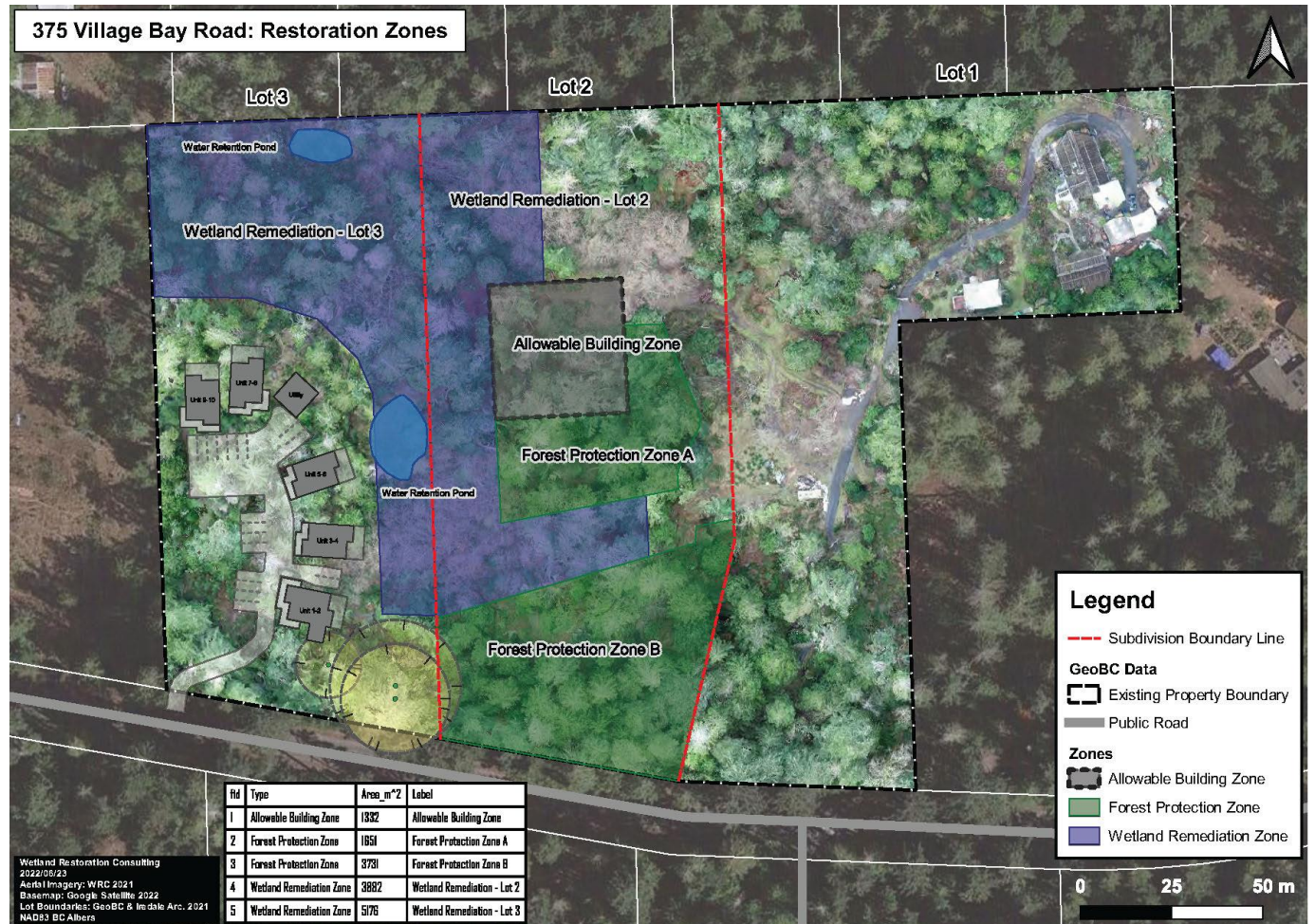
Binding of Successors

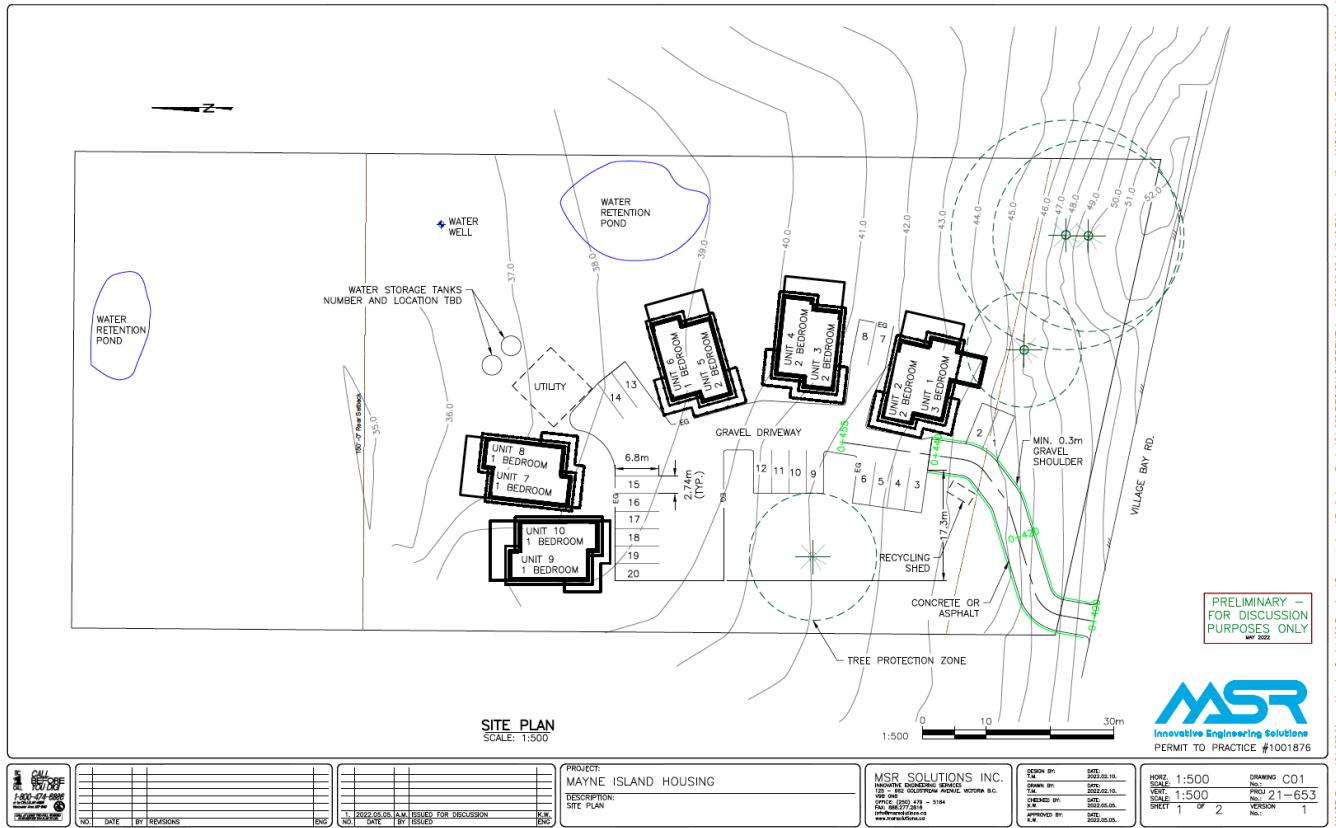
32. This Agreement binds the parties to it and their respective successors, heirs, executors and administrators.

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





M:\MSR Projects\21-653 Mayne Housing\03-Drawing\Conceptual and Preliminary Design\21-653 DESIGN CURRENT.dwg, 2022-05-05 1:15:10 PM, audra.miller, ANS1 full bleed B (17.00 x 11.00 inches)

**SCHEDULE B
REQUIREMENTS FOR THE
REMEDIATION 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: November 14, 2022
TO: Mayne Island Local Trust Committee
FROM: Narissa Chadwick, Island Planner
Southern Team
COPY: Robert Kojima, Regional Planning Manager
SUBJECT: Approval of Bylaw 184 and Bylaw 189

RECOMMENDATION

1. That the Mayne Island Local Trust Committee Bylaw No. 189 cited as “Mayne Island Official Community Plan Bylaw No. 144, 2007, Amendment No. 1, 2022” be adopted.
2. That the Mayne Island Local Trust Committee Bylaw No. Bylaw 184 cited as “Mayne Island Land Use Bylaw No. 146, 2008, Amendment No. 2, 2021” be adopted.

PURPOSE

The purpose of this report is to present Bylaw 189(OCP) and Bylaw 184 (LUB) for consideration of Final Adoption. Both bylaws have been approved by the Executive Committee. Bylaw 189 was approved by the Ministry of Municipal Affairs on October 31, 2022.

BACKGROUND

Background related to these bylaw, including staff reports, is available on the Islands Trust website: <https://islandstrust.bc.ca/island-planning/mayne/projects/> under “Flexible Housing”.

Bylaw No. 189 will amend the Mayne Island Official Community Plan to enable the changes to the Land Use Bylaw to support Flexible Housing.

Bylaw No. 184 introduces amendments to the Mayne Island Land Use Bylaw that permits all cottages and secondary suites to be the 93m²(1001ft²) in all zones where they are allowed. It also permits an additional dwelling (or dwellings depending on size of lot) to be built within a maximum combined total floor area of all buildings on properties within an identified pilot area.

NEXT STEPS

- Identify implementation options (Mailout? Open house? Information on website?)

ALTERNATIVES

1. Proceed no further

That the Mayne Island Local Trust Committee proceed no further with the proposed Bylaw No.189 cited as “Mayne Island Official Plan Bylaw No. 144, 2007, Amendment No.1, 2022” and Bylaw No.184 cited as “Mayne Island Land Use Bylaw No.146, 2008, Amendment No.2, 2021”.

Submitted By:	Narissa Chadwick, Island Planner	November 3, 2022
Concurrence:	Robert Kojima, Regional Planning Manager	November 3, 2022

ATTACHMENTS

1. Bylaw 189 (OCP)
2. Bylaw 184 (LUB)

PROPOSED

MAYNE ISLAND LOCAL TRUST COMMITTEE BYLAW NO. 189

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

The Mayne Island Local Trust Committee in open meeting assembled enacts 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, 2022”.

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	28 TH	DAY OF	MARCH	2022.
PUBLIC HEARING HELD THIS	25 TH	DAY OF	JULY	2022.
READ A SECOND TIME THIS	25 TH	DAY OF	JULY	2022.
READ A THIRD TIME THIS	25 TH	DAY OF	JULY	2022.
APPROVED BY THE EXECUTIVE COMMITTEE OF THE ISLANDS TRUST THIS	3 RD	DAY OF	AUGUST	2022.
APPROVED BY THE MINISTER MUNICIPAL AFFAIRS THIS	31 ST	DAY OF	OCTOBER	2022.
ADOPTED THIS	_____	DAY OF	_____	20____

CHAIR

SECRETARY

**MAYNE ISLAND LOCAL TRUST COMMITTEE
BYLAW NO. 189**

SCHEDULE 1

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

1. Section 1.2 Broad Community Objectives is amended by adding to Objective 5) "and flexible" after "effective" and before "housing".
2. Section 2.1.1 Settlement Residential Objectives is amended by adding: "4) to support flexible options for housing while preserving and protecting rural character and freshwater sustainability."
3. Settlement Residential policy 2.1.1.2 is amended by deleting the first instance of "One" and replacing it with "In general, one" and by inserting "except where regulations permit additional dwelling units while limiting floor areas" after "or larger" and before ".".
4. Settlement Residential policy 2.1.1.3 is amended by deleting "On" and replacing it with "In general, on" and by inserting "except where regulations permit additional dwelling units while limiting floor areas" after "of lot area" and before ".".
5. Settlement Residential policy 2.1.1.10 is amended by deleting the first instance of "On" and replacing it with "Except where regulations permit additional dwelling units while limiting floor area, on".
6. Section 2.1.4 Rural Objectives is amended by adding "3) to support flexible approaches housing while preserving and protecting rural character and freshwater sustainability".
7. Rural policy 2.1.4.2 is amended by deleting the first instance of "One" and replacing it with "In general, one" and by inserting "except where regulations permit additional dwelling units while limiting floor area" after "of parcel area".
8. Rural policy 2.1.4.3 is amended by inserting "primary" after second instance of "permitted" and before "dwelling unit".
9. Rural policy 2.1.4.12 is amended by deleting the first instance of "On" and replacing it with "Except where regulations permit additional dwelling units while limiting floor area, on".

PROPOSED

MAYNE ISLAND LOCAL TRUST COMMITTEE BYLAW NO. 184

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

The Mayne Island Local Trust Committee, being the Local 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. 2, 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 attaching Plan 1, attached to and forming part of this Bylaw, as Schedule “E” – Flexible Housing Map.

2.2 Section 1.1 – Definitions, is amended by deleting the definition of “Recreational vehicle” and replacing it with ““Recreational vehicle” means a tent trailer, travel trailer, motor home or other self-propelled vehicle containing sleeping, cooking and sanitary facilities, including a tiny home on wheels that meets the Canadian Standards Association Standard for Recreational Vehicles, but does not include a mobile home or, manufactured home”.

2.3 Section 1.1 – Definitions, is amended by adding ““Tiny home on wheels” means– a dwelling unit on a wheeled chassis designed to be used as a full-time residence”.

2.4 Subsection 3.13 (3) – Secondary Suites, is amended by inserting “in areas outside the shaded area in Schedule “E” following “constructed” in both instances.

2.5 Subsection 3.13 (8) – Secondary Suites, is amended by replacing “60” with “93”, replacing “646” with “1001” and replacing “40” with “50”.

2.6 Subsection 5.1 (2) –Settlement Residential (SR) Zone, is amended by inserting “unit” after the first instance of “dwelling” and before “per lot”

2.7 Section 5.1 – Settlement Residential (SR) Zone is amended by inserting a new subsection (3.1) following subsection (3):

“(3.1) Despite 5.1(2) and (3), on lots shown on Schedule E, the following density is permitted:

- (a) On lots having an area less than 0.6 ha (1.5 acres) hectares, one additional dwelling is permitted if the total combined floor area of all dwellings does not exceed 232 m² (2500 square feet).

- (b) On lots having an area of 0.6 ha (1.5 acres) or greater, and not exceeding 1.2 hectares (3 acres), two dwellings and a cottage are permitted if the total combined floor area of all dwellings and cottages does not exceed 325m² (3500 square feet).
 - (c) On lots having an area of 1.2 ha (3 acres) or greater, and not exceeding 5 hectares (12.355 acres), three dwellings and a cottage are permitted if the total combined floor area of all dwellings and cottages does not exceed 436 m² (4750 square feet).
 - (d) A building permit shall not be issued for any dwelling additional to one dwelling and a cottage on a lot within the shaded area on Schedule “E”, unless the additional dwelling is equipped with a water catchment system and cisterns for the storage of freshwater with a minimum cistern capacity of 13640 litres (3000 gallons) for each additional dwelling.
 - (e) Despite subsection 3.9 (1), recreational vehicles and tiny homes on wheels are not permitted dwellings or cottages for the purposes of this subsection.
 - (f) Only one dwelling unit may be used for bed and breakfast home occupation per lot.
 - (g) No dwellings may be used for short term vacation rentals, and on lots 0.6 hectares (1.5 acres) or greater only one cottage may be used for short term vacation rental, consistent with Section 3.6.”
- 2.8 Subsection 5.1 (7) – Settlement Residential (SR) Zone is amended by deleting articles (a) and (b) and replacing them with “(a) 93 square metres (1001 square feet).”
- 2.9 Subsection 5.2 (5) – Rural Residential One, is amended by deleting articles (a) and (b) and replacing them with “(a) 93 square metres (1001 square feet).”
- 2.10 Subsection 5.4 (6) – Miners Bay Rural Comprehensive (MBRC) Zone, is amended by deleting articles (a) and (b) and replacing them with “(a) 93 square metres (1001 square feet).”
- 2.11 Section 5.5 – Rural (R) Zone is amended by inserting a new subsection (3.1) following subsection (3):
- “3.1) Despite 5.5 (2) and (3), on lots shown on Schedule E, the following density is permitted:
- (a) On lots having an area less than 0.6 ha (1.5 acres) hectares, one additional dwelling is permitted if the total combined floor area of all dwellings does not exceed 232 m² (2500 square feet).
 - (b) On lots having an area of 0.6 ha (1.5 acres) or greater, and not exceeding 1.2 hectares (3 acres), two dwellings and a cottage are permitted if the total combined floor area of all dwellings and cottages does not exceed 325m² (3500 square feet).

- (c) On lots having an area of 1.2 ha (3 acres) or greater, and not exceeding 5 hectares (12.355 acres), three dwellings and a cottage are permitted if the total combined floor area of all dwellings and cottages does not exceed 436 m² (4750 square feet).
- (d) A building permit shall not be issued for any dwelling additional to one dwelling and a cottage on a lot within the shaded area on Schedule "E", unless the additional dwelling is equipped with a freshwater catchment system and cisterns for the storage of rainwater with a minimum cistern capacity of 13640 litres (3000 gallons) for each additional dwelling.
- (e) Despite subsection 3.9 (1), recreational vehicles and tiny homes on wheels are not permitted dwellings or cottages for the purposes of this subsection.
- (f) Only one dwelling unit may be used for bed and breakfast home occupation per lot.
- (g) No dwellings may be used for short term vacation rentals, and on lots 0.6 hectares (1.5 acres) or greater only one cottage may be used for short term vacation rental, consistent with Section 3.6."

2.12 Section 5.5 (7) – Rural (R) Zone is amended by deleting articles (a) and (b) and replacing them with "(a) 93 square metres (1001 square feet)."

2.13 Section 5.6 (7) – Upland (UP) Zone is amended by deleting articles (a) and (b) and replacing them with "(a) 93 square metres (1001 square feet)."

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	25 TH	DAY OF	JULY	2022.
READ A SECOND TIME THIS	25 TH	DAY OF	JULY	2022.
READ A THIRD TIME THIS	25 TH	DAY OF	JULY	2022.
APPROVED BY THE EXECUTIVE COMMITTEE OF THE ISLANDS TRUST THIS	3 RD	DAY OF	AUGUST	2022.
ADOPTED THIS	_____	DAY OF	_____	20____

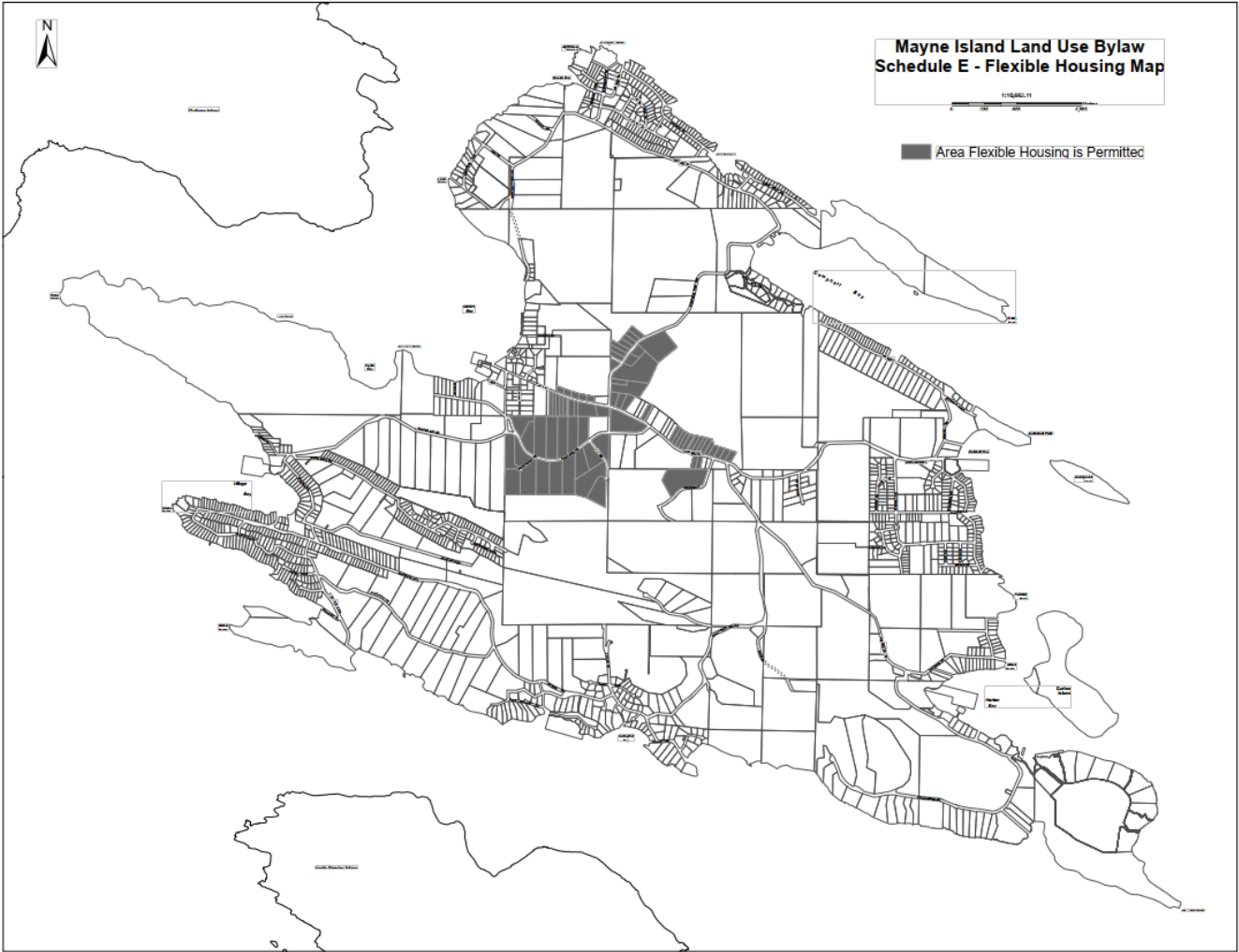
CHAIR

SECRETARY

MAYNE ISLAND LOCAL TRUST COMMITTEE
BYLAW NO. 184

Plan 1

Schedule E (Flexible Housing Areas Map)



DATE OF MEETING: November 14, 2022

TO: Mayne Island Local Trust Committee

FROM: Robert Kojima, Regional Planning Manager
Southern Team

SUBJECT: Proposed Fee Bylaw

RECOMMENDATION

1. That the Mayne Island Local Trust Committee Bylaw No. 185, cited as “Mayne Island Local Trust Committee Fees Bylaw, 2021”, be adopted.

REPORT SUMMARY

The purpose of this report is for the Mayne Island Local Trust Committee (LTC) to consider adoption of Bylaw No. 185, which would replace the current Fees Bylaw to include:

- An expanded Interpretation section.
- Fee increases for the various applications.
- Fees for applications received though work or activity is already undertaken or in operation.
- Clarification of collection of fees and refunds.
- A new section to address Extraordinary Service Costs (ESC)
- A new section to address Annual Fee Increases.

BACKGROUND

In June of 2021, Trust Council adopted a new Application Processing Services Policy that includes a model Fee Bylaw. At the same meeting, Trust Council recommended that local trust committees adopt new fees bylaws based on the model. In November, the LTC requested staff to draft a new Fee Bylaw based on the model fee bylaw. Three readings were given to Bylaw 185 at the October LTC meeting, Executive Committee approved the bylaw on November 2nd, and it is now back on the LTC agenda for consideration of adoption.

Submitted By:	Robert Kojima Regional Planning Manager	November 3, 2022
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ATTACHMENTS

1. Proposed Bylaw No. 185

PROPOSED

MAYNE ISLAND LOCAL TRUST COMMITTEE

BYLAW NO. 185

A bylaw to prescribe fees for amending bylaws, issuing permits, examining applications for subdivision, and examining other referrals and applications.

WHEREAS Section 462 of the *Local Government Act* provides that a local government may, by bylaw, impose fees related to applications and inspections; Section 41 of the *Liquor Control and Licensing Act* and Section 35 of the *Cannabis Control and Licensing Act* provides that a local government may, by bylaw, impose fees for referral of a license under that Act;

NOW THEREFORE the Mayne Island Local Trust Committee, being the Local Trust Committee having jurisdiction in respect of the Mayne Island Local Trust Area in the Province of British Columbia pursuant to the *Islands Trust Act*, enacts as follows:

Citation

1.1 This bylaw may be cited as the "Mayne Island Local Trust Committee Fees Bylaw, 2021".

Interpretation

2.1 In this bylaw:

"Applicant" means:

- 2.1.1 the person authorized under the Mayne Island Local Trust Committee Development Procedures Bylaw No. 83, 1992 to make an application in respect of a bylaw or permit under the *Islands Trust Act* or Part 14 or Part 15 of the *Local Government Act*;
- 2.1.2 an applicant for a license under the *Liquor Control and Licensing Act* in respect of which the Local Trust Committee is requested or required to provide comments or recommendations;
- 2.1.3 an applicant for a license under the *Cannabis Control and Licensing Act* in respect of which the Local Trust Committee is requested or required to provide comments or recommendations;
- 2.1.4 an applicant for subdivision review under the *Land Title Act* or the *Strata Property Act*;
- 2.1.5 an applicant for the conversion of a previously occupied building to strata lots under the *Strata Property Act*;
- 2.1.6 an applicant for a soil deposit permit or soil removal permit issued pursuant to a bylaw enacted under Part 14 of the *Local Government Act*; or
- 2.1.7 an applicant to a board of variance established under Part 14 of the *Local Government Act*.

PROPOSED

“Application Processing Fee” means the initial amount payable to the Islands Trust in respect of any application under this bylaw.

“General Service Cost” includes average hourly cost of each staff position involved in processing the applications multiplied by the average number of hours taken to complete processing of that type of application, and includes administrative overhead costs.

“Estimated Direct Costs” for bylaw amendments listed in Table 1 means the Islands Trust’s estimate of its actual average cost of disbursements associated with the processing of an application, including:

1. newspaper advertising for one community meeting,
2. notifications, postal and delivery costs of statutory notifications for one public hearing,
3. rental of premises for one community meeting and/or one public hearing,
4. contract minute-taker costs recording or preparation of minutes of one community meeting and/or one public hearing and,
5. staff travel expenses for one site visit, one community meeting and one public hearing.

“Estimated Direct Costs” for temporary use permits listed in Table 2 means the Islands Trust’s estimate of its actual average cost of disbursements associated with the processing of an application, including

1. one newspaper advertisement, notifications, postal and delivery costs of statutory notifications for one community meeting,
2. rental of premises for one community meeting,
3. contract minute-taker costs recording or preparation of minutes of one community meeting, and
4. staff travel expenses for one site visit, one community meeting.

“Islands Trust” means the Director of Local Planning Services or their authorized representative.

Application Fees

- 3.1 Prior to the processing of an application listed in Column 1 of Table 1, Table 2, Table 3 or Table 4, the applicant must deliver to Islands Trust the corresponding application processing fee in the amount shown in Column 2 subject to section 4. The application fee includes general service costs and estimated direct costs.

TABLE 1 – Bylaw Amendments (OCP and Zoning Bylaw	
Column 1: Type of Application	Column 2: Fee
Major (e.g. change to density or OCP)	\$7,800
Minor (e.g. regulation change without changing density or OCP amendment)	\$4,600

PROPOSED

TABLE 2 – Permits	
Column 1: Development Permit in Respect of:	Column 2: Fee
1. Protection of Natural Environment, Ecosystems and Biological Diversity (Development Areas – DP1, DP2, DP4, DP5, DP6, DP3)	\$1,000
2. Protection of Development from Hazardous Conditions (Development Area DP6)	\$1,000
3. Protection of Farming	\$1,000
4. Objectives for Form and Character	\$1,700
5. Objectives to Promote Energy Conservation	\$1,000
6. Objectives to Promote Water Conservation	\$1,000
7. Objectives to Promote the Reduction of Greenhouse Gas Emissions	\$1,000
8. Development Permit Amendment	\$1,000
Type of Development Variance Permit	
9. Development variance permit (commercial, industrial or institutional development)	\$1900
10. Development variance permit (residential development)	\$1900
Type of Temporary Use Permit	
11. Temporary Use Permit (residential/commercial/industrial)	\$2150
12. Temporary Use Permit Renewal	\$700
Other Permits	
13. Heritage Alteration Permit	\$1,700
Combination Applications	
14. Development Permit in respect of a protection area or water and energy conservation in combination with a companion application for a Development Variance Permit	\$2,500
15. Development Permit in respect of form and character in combination with a companion application for a Development Variance Permit	\$3,000

PROPOSED

TABLE 3 – Subdivision Referrals	
Column 1	Column 2: Fee
1. Application for Subdivision Review – base fee	\$1,000
2. Application for Subdivision Review – per additional lot created	\$100
3. Application for Subdivision Review – parcel line adjustments only, creating no additional parcels	\$500

TABLE 4 – Other Applications	
Column 1: Type of Application	Column 2: Fee
1. Board of Variance	\$2,200
2. Land Use Contract amendment	\$2,000
3. Liquor & Cannabis Regulation Branch – Retail License Application and Process and referrals requiring local government consultation	\$1,500
4. Liquor & Cannabis Regulation Branch – Temporary License Change	\$500
5. Strata Conversions	\$1,500

4. Fee for After-the-Fact Application

- 4.1 An application for a permit or bylaw amendment to authorize work or an activity already undertaken, or in operation as of the date the application is made, the rate in 3.1 will be subject to a 20% surcharge.

5. Collection and Refund of Application Processing Fee Amounts

- 5.1 The total application processing fee must be received before the processing of the application can begin.
- 5.2 An applicant may withdraw their application at any time through written notice to the Planning Assistant and/or the Planner responsible for processing the application.
- 5.3 If an applicant withdraws an application before staff undertakes any planning work on the application, the Islands Trust must refund to the applicant the Application Fee, less \$100.
- 5.4 For an application in Table 1, or a Temporary Use Permit in Table 2, the applicant will be eligible for: 75% refund if the application is withdrawn once the file has been assigned by the regional planning manager to the planner; 50% refund if the first staff report has been submitted to the LTC; 25% refund once public notice of a public hearing or permit has been sent out, no refund will be provided after a Public Hearing or after consideration of the Permit by the local trust committee.
- 5.5 For applications in Table 2 (except for Temporary use Permit applications), Table 3 and Table 4, the applicant will be eligible for: 75% refund if the application is withdrawn once the file has been assigned to the planner; no refund will be provided if the first staff report has been submitted to the LTC, Board of Variance, or formal referral response submitted to the relevant agency.

PROPOSED

6. Extraordinary Service Costs (ESC)

- 6.1 Extraordinary Services Costs will be paid by the Applicant through a cost recovery agreement, entered into with Islands Trust, in addition to the application processing fee.
- 6.2 Where legal work is required for the preparation of covenants, registration of covenants at Land Title Offices, registration of notice of a permit or housing agreement at the Land Title Office or for other purposes related to the application, staff will provide the Applicant with an estimate of the costs. The Applicant will pay a deposit of 150% of this estimate.
- 6.3 Where site visits involving First Nations are required for the processing of an application, staff will provide the Applicant with an estimate of the costs. The Applicant will pay a deposit of 150% of this estimate.
- 6.4 Where there may be need for additional community information meeting or public hearing not covered by the application processing fee, staff will provide the Applicant with an estimate of costs. The Applicant will pay a deposit of 150% of this estimate.
- 6.5 Where other additional costs beyond the general service costs and estimated direct costs not specified above are required for processing of an application, staff will provide the Applicant with an estimate of the costs. The Applicant will pay a deposit of 150% of this estimate.
- 6.6 If the amount paid by Islands Trust in respect of Extraordinary Service Costs is more than the deposit provided to the Islands Trust, the Islands Trust shall provide the Applicant with the amount and the applicant shall pay the amount upon receipt. The local trust committee may withhold the consideration of issuance of any permit or hold the consideration of adoption of any bylaw in abeyance until the amount has been paid.
- 6.7 Islands Trust must refund the unused portion of any Extraordinary Service Costs deposit to the applicant if it is unused for any reason.

7. Annual Fee Increases

- 7.1 Fees in section 3.1 increase by 2% on April 1st of each year following the date of adoption of the bylaw.
- 7.2 The Mayne Island Local Trust Committee will maintain a record of annual 2% increases and make that record available for public inspection.

PROPOSED

8. Application Fee Sponsorship

- 8.1 Pursuant to Islands Trust Policy 4.1.13, Guidelines for Executive Committee Sponsored or Local Trust Committee Initiated Development Applications, an applicant may apply to the Executive Committee of Islands Trust for development application fee sponsorship.

9. Severability

- 9.1 In the event a portion of this bylaw is set aside by a court of competent jurisdiction, the invalid portion shall be severed and the remainder of the bylaw remains in force and in effect.

10. Repeal

- 10.1 “Mayne Island Local Trust Committee Fees Bylaw No. 145, 2007” is repealed upon adoption of this bylaw.
- 10.2 Any application for which a fee has been fully paid at the time this bylaw comes into force shall be processed to completion in accordance with the fee provisions of the repealed bylaw.

READ A FIRST TIME THIS 24TH DAY OF OCTOBER , 2022.

READ A SECOND TIME THIS 24TH DAY OF OCTOBER , 2022.

READ A THIRD TIME THIS 24TH DAY OF OCTOBER , 2022.

APPROVED BY THE EXECUTIVE COMMITTEE OF THE ISLANDS TRUST THIS
2ND DAY OF NOVEMBER , 2022.

ADOPTED THIS _____ DAY OF _____ , 202X

CHAIR

SECRETARY

STAFF MEMORANDUM

DATE OF MEETING: November 14, 2022

TO: Mayne Island Local Trust Committee

FROM: Robin Ellchuk, Planning Team Assistant
Southern Team

SUBJECT: Mayne Island Local Trust Committee 2023 Regular Meeting Schedule

PURPOSE

- This memorandum proposes the Mayne Island Local Trust Committee Regular Meeting Schedule for the 2023 calendar year.
- Mayne Island Meeting Procedures Bylaw No. 188 stipulates that the Local Trust Committee shall establish a schedule of the date, time and place of regular Local Trust Committee meetings for the following calendar year, of which there shall be at least two, and that the schedule shall be posted on a bulletin board located at the Mayne Island public board and at the Islands Trust Victoria office.

RECOMMENDATION:

THAT the Mayne Island Local Trust Committee approve the proposed 2023 Regular Meeting schedule as presented in Appendix 1 to establish a meeting schedule as required by Galiano Island Meeting Procedures Bylaw No. 181.

Submitted By:	Robin Ellchuk, Planning Team Assistant	November 2, 2022
Concurrence:	Robert Kojima, Regional Planning Manager	November 2, 2022

ATTACHMENTS

1. 2023 Local Trust Committee Schedule (Proposed)



Updated: November 2, 2022

MAYNE ISLAND LOCAL TRUST COMMITTEE

NOTICE OF 2023 BUSINESS MEETINGS

THE LTC HAS ADOPTED THE FOLLOWING DATES FOR ITS 2023 MEETING SCHEDULE.
MEETINGS ARE SUBJECT TO CHANGE.

PLEASE VISIT THE MAYNE LTC WEBSITE FOR
UP-TO-DATE SCHEDULE INFORMATION.

THE LTC WILL MEET ON THE LAST MONDAY OF
EACH MONTH @1:00 P.M. UNLESS OTHERWISE NOTED*.

LOCATION: Mayne Island Agricultural Hall – 430 Fernhill Road

MEETING DAY: 3RD or Last Monday of each month

TIME: 1pm

DATES	LOCATION
January 30	Mayne Island Agricultural Hall 430 Fernhill Rd
February 27	Mayne Island Agricultural Hall 430 Fernhill Rd
March 27	Mayne Island Agricultural Hall 430 Fernhill Rd
May 29	Mayne Island Agricultural Hall 430 Fernhill Rd
June 26	Mayne Island Agricultural Hall 430 Fernhill Rd
July 31	Mayne Island Agricultural Hall 430 Fernhill Rd
September 25	Mayne Island Agricultural Hall 430 Fernhill Rd
October 30	Mayne Island Agricultural Hall 430 Fernhill Rd
November 27	Mayne Island Agricultural Hall 430 Fernhill Rd

These are regular business meetings of the Local Trust Committee, where they will consider items such as bylaws, applications, and correspondence.

ALL REGULAR BUSINESS MEETINGS ARE OPEN TO THE PUBLIC

Website: www.islandstrust.bc.ca/mayne

Email: southinfo@islandstrust.bc.ca

Phone: 250-405-5151