

Thetis Island Local Trust Committee

Regular Meeting Revised Agenda

Date: September 29, 2020
 Time: 9:30 am
 Location: Electronic Meeting

Pages

1. CALL TO ORDER 9:30 AM - 9:35 AM

"Please note, the order of agenda items may be modified during the meeting. Times are provided for convenience only and are subject to change."

2. APPROVAL OF AGENDA

2.1. Electronic Meetings Resolution

That in accordance with *Ministerial Order M192 - Local Government Meetings & Bylaw Process* and *Province of BC Bill 19 - 2020*, Thetis Island Local Trust Committee cannot conduct public in-person meetings at this time because the meeting venues traditionally used have limited access or do not meet the legislated requirements for the protection of the community, trustees and staff; and

Therefore in order to meet the principles of openness, transparency and accessibility, meetings of the Thetis Island Local Trust Committee will be held electronically over the period September 29 to November 24, 2020, will be live streamed and the public invited to participate in meetings by connecting to the link or the phone number provided in the meeting notice, in order to observe proceedings and speak when invited by the Chair.

3. CLOSED MEETING JULY 21, 2020 - RISE AND REPORT

4. REPORTS 9:35 AM - 9:50 AM

4.1. Trustee Reports

4.2. Chair's Report

4.3. Electoral Area Director's Report

4 - 4

5. TOWN HALL 9:50 AM - 10:00 AM

6. MINUTES 10:00 AM - 10:05 AM

6.1. Local Trust Committee Minutes dated July 21, 2020 - for Adoption

5 - 10

6.2.	Section 26 Resolutions-Without-Meeting - none	
6.3.	Advisory Planning Commission Minutes - none	
7.	BUSINESS ARISING FROM MINUTES	10:05 AM - 10:20 AM
7.1.	Follow-up Action List dated September 21, 2020	11 - 11
8.	APPLICATIONS AND REFERRALS	10:20 AM - 10:35 AM
8.1.	TH-DVP-2020.1 (Ruxton Island Property Owners Association) - Staff Report	12 - 62
8.2.	Galiano Island Local Trust Committee Bylaw No. 275 Referral - Request for Response	
9.	LOCAL TRUST COMMITTEE PROJECTS	10:35 AM - 11:10 AM
9.1.	Thetis Island Riparian Areas Protection Regulation Implementation - Staff Report	63 - 68
10.	DELEGATIONS - none	
11.	CORRESPONDENCE	
	<i>(Correspondence received concerning current applications or projects is posted to the LTC webpage)</i>	
12.	NEW BUSINESS	
13.	REPORTS	11:10 AM - 11:20 AM
13.1.	Trust Conservancy Report dated July, 2020	69 - 70
13.2.	Applications Report dated September 21, 2020	71 - 71
13.3.	Trustee and Local Expense Report dated July, 2020	72 - 72
13.4.	Adopted Policies and Standing Resolutions	73 - 75
13.5.	Local Trust Committee Webpage	
14.	WORK PROGRAM	11:20 AM - 11:40 AM
14.1.	Top Priorities Report dated September 21, 2020	76 - 76
14.2.	Projects List Report dated September 21, 2020	77 - 80
15.	UPCOMING MEETINGS	
15.1.	Next Regular Meeting Scheduled for Tuesday, November 24, 2020 at 9:30 am at - Location to be determined	

16. ADJOURNMENT

11:40 AM - 11:40 AM

29 Sept 2020 Thetis Island Local Trust Committee

Submitted by: Lynne Smith CVRD Director Area G Saltair/Gulf Island

The CVRD has started the 2021 Budget process.

Corporate Services Committee 9 Sept 2020

<https://cvrld.primegov.com/portal/Meeting?compiledMeetingDocumentFileId=10336>

R3. Report from Recycling & Waste Management Division Re: 2021 Draft Budget Review – Function 520 Solid Waste Management

Recommended - That it be recommended to the Board that the 2021 Budget for Function 520-Solid Waste Management include a requisition increase of \$602,354 over the 2020 Budget.

This recommendation was passed on the 9 Sept. This will move to a future Corporate Services Committee meeting for budget review.

Thetis Island Boat Launch Function 491

Taxation will remain the same as 2020

Thetis Island Wharf Function 490

Taxation will remain the same as 2020

A Wharf assessment has taken place and the Thetis Island Port Commission is waiting to review the report.

Under the CWF 3.0 (Community Works Funds) Area G allocation \$66,000 has been allocated at this time towards a wharf project.

Thetis Island Solid Waste & Recycling Function 510

With the recycling depot closed changes are being considered for the 2021 budget.

2020 CVRD Area G Tax Insert

<https://www.cvrld.bc.ca/DocumentCenter/View/7536/CVRD-Area-G-Tax-Brochure?bidId=>

There are 180 individual budgets under the CVRD. The majority apply to the Gulf Islands. The functions (Budgets) listed above are specific to Thetis Island or Thetis Island/Hudson Island.

2021 Budget Calendar

<https://www.cvrld.bc.ca/DocumentCenter/View/81177/2021-Budget-Calendar?bidId=>

The CVRD Board Directors requested a 0% increase for 2021. Any requests over the 0% increase require a business case and presentation to the Board Directors for consideration.

CVRD Recreation COVID 19

<https://www.cvrld.bc.ca/3303/COVID-19-Recreation>

Thank you for this opportunity to submit a report to the Thetis Island Local Trust Committee



Thetis Island Local Trust Committee Minutes of Regular Meeting

Date: July 21, 2020
Location: Electronic Meeting

Members Present: Laura Patrick, Chair
Doug Fenton, Local Trustee
Peter Luckham, Local Trustee

Staff Present: Heather Kauer, Regional Planning Manager
Marnie Eggen, Island Planner
Sarah Shugar, Recorder

Others Present: None

1. CALL TO ORDER

"Please note, the order of agenda items may be modified during the meeting. Times are provided for convenience only and are subject to change."

Chair Patrick called the meeting to order at 9:31 a.m. She welcomed everyone to the second electronic meeting of the Thetis Island Local Trust Committee and acknowledged that the meeting was being held in territory of the Coast Salish First Nations.

2. APPROVAL OF AGENDA

By general consent the agenda was approved as presented.

3. REPORTS

3.1 Trustee Reports

Trustee Fenton reported the following:

- Attended several meetings with Trustees and staff regarding Islands Trust Policy amendments in consideration of climate change and First Nations reconciliation;
- Attended an Islands Trust Conservancy meeting.

Trustee Luckham reported the following:

- Attended several meetings with Executive Committee regarding follow up items from the June 2020 Trust Council and planning for the next Trust Council;
- Attended a meeting with the Islands Trust Conservancy;
- Attended meetings regarding First Nations reconciliation;
- Attended a telephone meeting with the Abrupt Shellfish Inc. applicant regarding application TH-RZ-2020.1;
- The Thetis Island Community Centre building renovation is in progress.

3.2 Chair's Report

Chair Patrick reported on the following:

- She was interviewed for a Driftwood Newspaper article dated June 2, 2020 regarding Coastal Douglas-fir Ecosystem protection and noted that she appeared to be critical of staff in the article. Chair Patrick clarified that she was not critical of staff and that she does have concerns regarding the Coastal Douglas-fir Ecosystem mapping that was completed. Chair Patrick reported that she advocates for healthy people, healthy society, healthy environment and community based ecosystem management.
- The Local Planning Committee is scheduled to meet on July 29, 2020 regarding Coastal Douglas-fir Ecosystem Protection and the Application Fees Bylaw review.

3.3 Electoral Area Director's Report

Chair Patrick reported the Electoral Area Director's Report was circulated by email to Trustees.

4. TOWN HALL

There were no speakers in the Town Hall portion of the meeting.

5. MINUTES

5.1 Local Trust Committee Minutes dated June 2, 2020 - for Adoption

By general consent the Thetis Island Local Trust Committee meeting minutes of June 2, 2020 were adopted.

5.2 Section 26 Resolutions-Without-Meeting - none

5.3 Advisory Planning Commission Minutes - none

6. BUSINESS ARISING FROM MINUTES

6.1 Follow-up Action List dated July 14, 2020

The report was received.

In discussion the following questions were noted:

- Follow-up Action Item No. 2 dated August 20, 2019: Staff to draft a letter for the Chair's signature to ISED for their comment on the Safety Code 6 2013 review and incorporation of UNDRIP principles in telecommunications consultation.cc: local First Nations.
 - Planner Eggen reported the letter has not been sent at this time.
- Follow-up Action Item No. 1 dated February 11, 2020: Staff to inquire with the CVRD about their Official Community Plan (OCP) review and how Thetis Island will be included in the review.
 - Planner Eggen reported comments were forwarded to CVRD staff and the CVRD has advised the best way for the public to be involved in the OCP review is to participate via the CVRD website. CVRD staff advised that the LTC would be among the agency referrals that are to be sent out in the fall of 2020.

7. APPLICATIONS AND REFERRALS - none

8. LOCAL TRUST COMMITTEE PROJECTS

8.1 Thetis Island Riparian Areas Protection Regulation Implementation - Staff Report

Planner Eggen presented a staff report dated July 13, 2020 and a PowerPoint presentation regarding implementation of the Thetis Island Riparian Areas Protection Regulation.

In discussion the following comments and questions were noted:

- Why the Riparian Assessment Area would be measured from the high water mark of a watercourse versus the centre of a watercourse.
 - Planner Eggen reported the Riparian Areas Protection Regulation stipulates that the measurement be taken from the high water mark of a watercourse.
- Delineation of a high water mark of a watercourse.
 - Planner Eggen reported the delineation of the high water mark of a watercourse would be determined by a Qualified Environmental Professional (QEP).
- There are two properties within the strata development and one property across Kenwood Road that would be impacted by the proposed Riparian Areas Regulation.
 - Planner Eggen confirmed that is correct.
- Proposed Bylaw No. 109, Schedule 1, Section 11.1.3 – Exempted Activities - (a) for certainty, all uses that are not residential, commercial or industrial or accessory to such a use.
 - Planner Eggen reported the language in the Exempted Activities section is taken from the Provincial Riparian Areas Protection Regulation.
- Support was expressed for the proposed Riparian Areas Protection Regulation Project and for the timeline graphic in the staff report.
- The Blue Heron Road area was not included in the Provincial Riparian Areas Regulation mapping.
 - Planner Eggen reported the proposed Riparian Areas Regulation Development Permit Area (DPA) is specific to Ralston Creek as Ralston Creek was the only watercourse on Thetis Island identified by the Ministry of Environment to be potential fish-supporting at the time of the Riparian Areas project initiation. The DPA could be expanded to include additional watercourses. The Provincial Riparian Areas Protection Regulation applies to freshwater streams only.
- There is overlap with the *BC Water Sustainability Act* to protect drinking water.
- Concern was expressed that property owners who are impacted by the proposed regulation should be contacted.
 - Planner Eggen reported the proposed plain language guide would be a tool to distribute to affected property owners.
- Concern was expressed regarding ensuring that road works within the designated riparian areas are done in compliance with Riparian Areas Protection Regulation.
 - Planner Eggen reported the Riparian Areas Protection Regulation applies to private property only and that the Ministry of Transportation and Infrastructure has a set of road works standards and guidelines aimed to protect riparian areas.
- There was a question regarding whether road salting is permitted on roads near watercourses.
 - Staff will confirm.

TH-2020-018

It was MOVED and SECONDED,

that the Thetis Island Local Trust Committee Bylaw No. 108, cited as “Thetis Island Official Community Plan, 2011, Amendment Bylaw No. 1, 2020” be read a first time.

CARRIED

TH-2020-019

It was MOVED and SECONDED,

that the Thetis Island Local Trust Committee Bylaw No. 109, cited as “Thetis Island Land Use Bylaw, 2011, Amendment Bylaw No. 1, 2020” be read a first time.

CARRIED

TH-2020-020

It was MOVED and SECONDED,

that the Thetis Island Local Trust Committee has reviewed the Islands Trust Policy Statement Directives Only Checklist and determined that Bylaw No. 108, cited as “Thetis Island Official Community Plan, 2011, Amendment Bylaw No. 1, 2020” is not contrary to or at variance with the Islands Trust Policy Statement.

CARRIED

TH-2020-021

It was MOVED and SECONDED,

that the Thetis Island Local Trust Committee has reviewed the Islands Trust Policy Statement Directives Only Checklist and determined that Bylaw No. 109, cited as “Thetis Island Land Use Bylaw, 2011, Amendment Bylaw No. 1, 2020” is not contrary to or at variance with the Islands Trust Policy Statement.

CARRIED

TH-2020-022

It was MOVED and SECONDED,

that the Thetis Island Local Trust Committee request staff to refer Bylaw Nos. 108 and 109 to the following First Nations, Local Governments and agencies for comment:

- a) First Nations: Halalt First Nation, Lake Cowichan First Nation, Stz’uminus First Nation, Penelakut Tribe, Lyackson First Nation, Cowichan Tribes, Semiahmoo First Nation;
- b) Local Governments and Agencies: Islands Trust Conservancy, Salt Spring Island Local Trust Committee; Gabriola Local Trust Committee; Cowichan Valley Regional District; School District 79; Ministry of Forests, Lands, Natural Resource Operations and Rural Development, Ministry of Transportation and Infrastructure, Fisheries and Oceans Canada and the Thetis Island Advisory Planning Commission.

CARRIED

TH-2020-023

It was MOVED and SECONDED,

that the Thetis Island Local Trust Committee endorse the draft amended project charter dated July 21, 2020.

CARRIED

9. DELEGATIONS - none

10. CORRESPONDENCE

Correspondence received concerning current applications or projects is posted to the Local Trust Committee webpage.

11. NEW BUSINESS

11.1 Restaurant Expansion during COVID Emergency Response - Staff Report

Regional Planning Manager Kauer presented a staff report dated July 8, 2020 regarding restaurant expansion during COVID emergency response.

TH-2020-024

It was MOVED and SECONDED,

that the Thetis Island Local Trust Committee has no objection to Liquor and Cannabis Regulation Branch issuance of Temporary Expanded Service Area Authorizations for liquor primary and manufacturer licensees in the Thetis Island Local Trust Area.

CARRIED

12. REPORTS

12.1 Trust Conservancy Report dated May 26, 2020

Received.

12.2 Applications Report dated July 14, 2020

Received.

12.3 Trustee and Local Expense Report dated May 2020

Received.

12.4 Adopted Policies and Standing Resolutions

Received.

12.5 Local Trust Committee Webpage - None

13. WORK PROGRAM

13.1 Top Priorities Report dated July 14, 2020

Received.

13.2 Projects List Report dated July 14, 2020

Received.

TH-2020-025

It was MOVED and SECONDED,

that the Thetis Island Local Trust Committee direct staff to amend the Projects List Item No. 3 - Pilkey Point / Marina Drive Slough Support for Habitat Restoration as follows:
Add Research the potential for riparian area inclusion.

CARRIED

TH-2020-026

It was MOVED and SECONDED,

that the Thetis Island Local Trust Committee direct staff to amend the Projects List as follows: Add Item No. 16 - Explore the zoning of the unzoned area of water between the Associated Islands Official Community Plan and the Thetis Island Official Community Plan adjacent to Scott Island and Dayman Island.

CARRIED

14. UPCOMING MEETINGS

The next Regular Meeting is scheduled for Tuesday, September 29, 2020 at 9:30 a.m. The location is to be determined. Please check the website at www.islandstrust.bc.ca for details regarding this meeting.

15. CLOSED MEETING

15.1 Motion to Close the Meeting

TH-2020-027

It was MOVED and SECONDED, that the meeting be closed to the public in accordance with the Community Charter, Part 4, Division 3, s.90 (1) (d) and (f) for the purpose of considering adoption of In-Camera Meeting Minutes dated February 11, 2020 and Bylaw Enforcement and that the recorder and staff attend the meeting.

CARRIED

15.2 Recall to Order – None

15.3 Rise and Report - None

16. ADJOURNMENT

By general consent the meeting was adjourned at 11:06 a.m.

Laura Patrick, Chair

Certified Correct:

Sarah Shugar, Recorder



Follow Up Action Report

Thetis Island

20-Aug-2019

Activity	Responsibility	Dates	Status
1 Staff to draft a letter for the Chair's signature to ISED for their comment on the Safety Code 6 2013 review and incorporation of UNDRIP principles in telecommunications consultation.cc: local First Nations	Marnie Eggen		Completed

02-Jun-2020

Activity	Responsibility	Dates	Status
1 Staff to review the LTC's Projects Report and clarify/simplify items to better reflect the LTC's intentions.	Marnie Eggen		In Progress

21-Jul-2020

Activity	Responsibility	Dates	Status
1 LTC gave 1st reading to Bylaw Nos. 108 and 109. Staff to update bylaws and send to agencies and first nations and include APC.	Becky McErlean Marnie Eggen Penny Hawley		Completed
2 Staff to amend Projects List Item No. 3 - Pilkey Point/Marina Drive Slough Support for Habitat Restoration - add research potential for riparian inclusion.	Marnie Eggen		Completed
3 Staff to add to the Projects list - explore zoning of unzoned area between Thetis Island planning area and Thetis Associated Islands planning area in the location between Thetis Island and Dayman and Scott Islands.	Marnie Eggen		Completed

File No.: TH-DVP-2020.1
(Ruxton Island Property
Owners Association)

DATE OF MEETING: September 29, 2020

TO: Thetis Island Local Trust Committee

FROM: Ian Cox, Planner 1
Northern Team

SUBJECT: Development Variance Permit application to vary LUB section 5.1(9)
Applicant: Russ Irish as agent for RIPOA
Location: PID: 000-034-070
Lot 84, Section 31, Nanaimo District, Plan 17982

RECOMMENDATION

1. That the Thetis Island Local Trust Committee approve issuance of TH-DVP-2020.1

REPORT SUMMARY

The Ruxton Island Property Owners Association seeks to vary the Thetis Associated Islands Land Use Bylaw No. 94 (LUB) Section 5.1(9) in order to permit the construction of a forty-two square metre (42m²) emergency service equipment storage building on a Crown Land parcel (see **Attachment 1**) for which the association holds both a valid provincial Licence of Occupation and permission for the removal of timber from the Ministry of Forests, Lands, Natural Resource Operations and Rural Development (FLNRORD) (See **Attachment 2**). The size of the building would otherwise be restricted to twenty square metres (20m²) by the above section of the bylaw. Staff is recommending issuance of the draft permit as presented (see **Attachment 3**) with an increase to fifty square metres in area (50m²) under the rationale stated in the below section of this report.

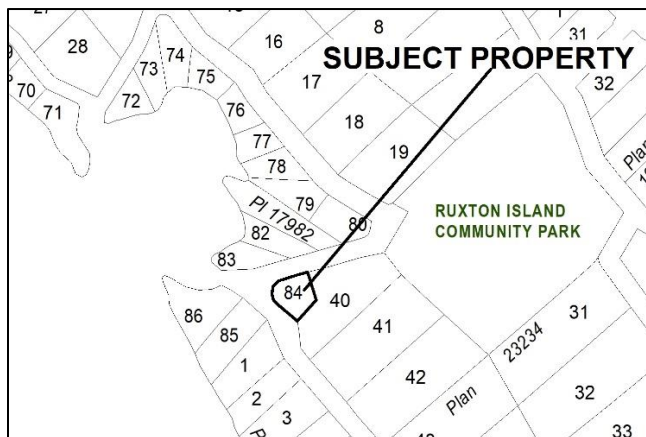


Figure 1 - Subject Property Location



Figure 2 - Subject Property Air Photo

RATIONALE FOR VARIANCE

Although a Development Variance Permit (DVP) is needed to vary the Thetis LUB for compliance with the Residential One (R1) Zone maximum building size of 20m², staff find the proposed 42m² emergency service equipment storage structure to be in line with the intent of Associated Islands bylaws overall and that the building would be of considerable benefit to the community. Although the building as planned is currently 42m² in size, staff is recommending issuance of the variance for 50m² to accommodate any possible need for alteration of the design during construction. In this way, if slight changes to the size of the building envelope or roof overhang are needed, there will be sufficient leeway for the applicant to remain in compliance with the issued variance.

BACKGROUND

Staff identified the need for the DVP through review of a building permit application received as a matter of course referral for the proposed building from the Cowichan Valley Regional District (CVRD) Building Inspection Department. In the review, staff indicated the need for a DVP to allow the larger than permitted building. The applicant then contacted the Thetis LTC to explore the option of sponsorship given the non-profit nature of the Association and identified community benefit – particularly in relation to fire suppression. At the time of writing this report, Ruxton Island Property Owners Association has conveyed the DVP application fee and it is staff's understanding that the group intends to seek repayment following the LTC sponsorship application process.

ANALYSIS

Policy/Regulatory

Land Use Bylaw:

The following section of the LUB necessitates this DVP application:

Section 5.1(9)

The maximum size for a structure storing emergency service equipment is 20 square metres, with a maximum height of 6 metres.

Impact on Neighbouring Properties

Negligible impact to neighbouring properties is expected since the subject lot is bounded on three sides by a dedicated road Right of Way and the proposed building is sited outside of the required R1 Zone 5 metre setback to the east and southeast boundaries which abut the nearest residential lot. Further, the height of the building is proposed to remain well under the LUB 6 metre maximum for such buildings at 3.65 metres to the peak of the gable roof.

Intent of Regulations Being Varied

The [Thetis Associated Islands Official Community Plan Bylaw No. 93](#) (OCP) contains the following indication of the intent of regulations in the LUB to permit infrastructure such as the proposed building:

8.2 COMMUNITY SERVICE USE POLICIES

8.2.1 The Local Trust Committee may establish zoning within this designation, or within the residential designation, to permit and regulate local community services such as meeting halls, infrastructure, and emergency service facilities.

13.0 SERVICES AND INFRASTRUCTURE POLICIES

13.2.6 Local Trust Committee bylaw provisions should permit structures for the storage of equipment for basic emergency service to the community.

On its face - without a more in-depth investigation into the history of the OCP and LUB development - it appears possible that the intent of the LUB 20m² size limit was to allow for the provision of emergency service facilities on residentially zoned property, but to regulate their size so as to keep with the scale and character of the island's predominantly residential development. This allows the use and infrastructure without requiring rezoning to a designation that might otherwise allow for larger structures. Staff finds that the requested size increase is not an affront to OCP policy intent.

Potential Impacts of Granting Variance

Issuing variances can create community expectation in relation to future requests for similar variances. However, the LTC is unfettered in its discretion to grant or deny DVPs and must consider each application based on its own merits. Staff believe the creation of expectation in this case is likely minimal considering the nature of the proposal and the obvious benefit to the community through improved emergency response capabilities afforded by the increase in size to the proposed structure.

Circulation

Public notice was circulated beginning on September 1, 2020 in accordance with Section 498 of the *Local Government Act* in order to afford residents and property owners the opportunity to comment before LTC consideration of the permit (See **Attachment 4**).

No formal correspondence had been received at the time of preparing this report, but may be received before or during the LTC meeting on September 29, 2020. All correspondence received on or before the LTC meeting will form part of the public record and will be considered by the LTC. Correspondence may be sent to ThetisIslandLocalTrustCommittee@islandstrust.bc.ca.

First Nations

The subject property does not contain any provincially registered archaeological/heritage sites according to the Remote Access to Archeological Database (RAAD) tool. However, significant identified potential exists with the property boundaries. By copy of this report, the applicant should be aware that there is a high probability that the lot may contain previously unrecorded archaeological material that is protected under the *Heritage Conservation Act*. If such material is encountered during development, all work should cease and the Archaeology Branch contacted immediately to determine if a permit under the *Heritage Conservation Act* might be needed before further development is undertaken. Provincial Chance Find Procedures¹ must be followed.

Rationale for Recommendation

It stands to reason that improved emergency response benefits to the community may be had via an increase to the capacity of the storage facility to allow for a wider range and volume of emergency equipment. Further, the intent of the bylaw floor area restriction is not significantly contravened, since the bulk of the increase in size

¹ <http://www.frontcounterbc.ca/pdf/ArchaeologicalChanceFindProcedure.pdf>

comes in the form of a carport style roof overhang for wheeled equipment such as ATVs/UTVs and the area enclosed by walls is not significantly greater than the bylaw restriction. Finally, the LTC has indicated interest in sponsoring the DVP application in recognition of the community benefit.

ALTERNATIVES

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

1. Request further information

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

That the Thetis Island Local Trust Committee request that the applicant submit to the Islands Trust [insert information request here].

2. Deny the application

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

Submitted By:	Ian Cox – Planner 1, Northern Team	September 1, 2020
Concurrence:	Heather Kauer, RPP, MCIP, AICP Regional Planning Manager	September 8, 2020

ATTACHMENTS

1. Site Context
2. Licence of Occupation and Timber Permit
3. Draft Development Variance Permit
4. Public Notice

ATTACHMENT 1 – SITE CONTEXT

LOCATION

Legal Description	LOT 84, SECTION 31, NANAIMO DISTRICT, PLAN 17982
PID	000-034-070
Civic Address	n/a

LAND USE

Current Land Use	Crown Lease to Ruxton Island Property Owners Association (RIPOA)
Surrounding Land Use	Residential, Park

HISTORICAL ACTIVITY

File No.	Purpose
None on record	n/a

POLICY/REGULATORY

Official Community Plan Designations	Residential
Land Use Bylaw	Residential One (R1)
Other Regulations	Permitted Uses (c) Structures for the storage of emergency services equipment. Siting and Size (9) The maximum size for a structure storing emergency service equipment is 20 square metres, with a maximum height of 6 metres.
Covenants	• Building Scheme 367611I • RESTRICTIVE COVENANT (1983) M89594
Bylaw Enforcement	None record

SITE INFLUENCES

Islands Trust Fund	No referral to the Islands Trust Conservancy is required.
Regional Conservation Strategy	The proposal is not contrary to or at variance with the ITC RCP. Conservation of the Thetis LTA is identified as a Very High priority within the context of the RCP.
Species at Risk	Douglas Fir Ecosystem – public occurrence of Coastal Douglas Fir Ecosystem Other - Masked/Secured occurrence (Species At Risk Act ¹ applies)
Sensitive Ecosystems	Young Forest – not SEI
Hazard Areas	None on record

¹ <https://laws.justice.gc.ca/eng/acts/S-15.3/>

Archaeological Sites	See First Nations section in Staff Report
Climate Change Adaptation and Mitigation	No potential impacts anticipated beyond what is commensurate with rural residential settlement and land use patterns.
Shoreline Classification	Not Applicable

**LICENCE OF OCCUPATION**

Licence No.: V917023

File No.: 1414302

Disposition No.: 917023

THIS AGREEMENT is dated for reference October 25, 2017 and is made under the *Land Act*.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the minister responsible for the *Land Act*, Parliament Buildings, Victoria, British Columbia

(the "Province")

AND:

THE RUXTON ISLAND PROPERTY OWNERS ASSOCIATION
C/O Russ Irish
4861 Finnerty Pl
Nanaimo, BC V9V 1N9

(the "Licensee")

The parties agree as follows:

ARTICLE 1 - INTERPRETATION**1.1 In this Agreement,**

"Agreement" means this licence of occupation;

"Commencement Date" means October 25, 2017;

"disposition" has the meaning given to it in the *Land Act* and includes a licence of occupation;

"Fees" means the fees set out in Article 3;

"Hazardous Substances" means any substance which is hazardous to persons, property or the environment, including without limitation

(a) waste, as that term is defined in the *Environmental Management Act*; and

- (b) any other hazardous, toxic or other dangerous substance, the use, transportation or release into the environment of which, is now or from time to time prohibited, controlled or regulated under any laws or by any governmental authority, applicable to, or having jurisdiction in relation to, the Land;

"Improvements" includes anything made, constructed, erected, built, altered, repaired or added to, in, on or under the Land, and attached to it or intended to become a part of it, and also includes any clearing, excavating, digging, drilling, tunnelling, filling, grading or ditching of, in, on or under the Land;

"Land" means that part or those parts of the Crown land either described in, or shown outlined by bold line on, the schedule attached to this Agreement entitled "Legal Description Schedule" except for those parts of the land that, on the Commencement Date, consist of highways (as defined in the *Transportation Act*) and land covered by water;

"Management Plan" means the most recent management plan prepared by you in a form approved by us, signed and dated by the parties, and held on file by us;

"Market Value of the Land" means the value of the Land as determined, from time to time, by us in our sole discretion;

"Realty Taxes" means all taxes, rates, levies, duties, charges and assessments levied or charged, at any time, by any government authority having jurisdiction which relate to the Land, the Improvements or both of them and which you are liable to pay under applicable laws;

"Security" means the security referred to in section 6.1 or 6.2, as replaced or supplemented in accordance with section 6.5;

"Term" means the period of time set out in section 2.2;

"we", "us" or "our" refers to the Province alone and never refers to the combination of the Province and the Licensee: that combination is referred to as **"the parties"**; and

"you" or "your" refers to the Licensee.

- 1.2 In this Agreement, "person" includes a corporation, partnership or party, and the personal or other legal representatives of a person to whom the context can apply according to law and wherever the singular or masculine form is used in this Agreement it will be construed as the plural or feminine or neuter form, as the case may be, and vice versa where the context or parties require.

- 1.3 The captions and headings contained in this Agreement are for convenience only and do not

define or in any way limit the scope or intent of this Agreement.

- 1.4 This Agreement will be interpreted according to the laws of the Province of British Columbia.
- 1.5 Where there is a reference to an enactment of the Province of British Columbia or of Canada in this Agreement, that reference will include a reference to every amendment to it, every regulation made under it and any subsequent enactment of like effect and, unless otherwise indicated, all enactments referred to in this Agreement are enactments of the Province of British Columbia.
- 1.6 If any section of this Agreement, or any part of a section, is found to be illegal or unenforceable, that section or part of a section, as the case may be, will be considered separate and severable and the remainder of this Agreement will not be affected and this Agreement will be enforceable to the fullest extent permitted by law.
- 1.7 Each schedule to this Agreement is an integral part of this Agreement as if set out at length in the body of this Agreement.
- 1.8 This Agreement constitutes the entire agreement between the parties and no understanding or agreement, oral or otherwise, exists between the parties with respect to the subject matter of this Agreement except as expressly set out in this Agreement and this Agreement may not be modified except by subsequent agreement in writing between the parties.
- 1.9 Each party will, upon the request of the other, do or cause to be done all lawful acts necessary for the performance of the provisions of this Agreement.
- 1.10 Any liabilities or obligations of either party arising, or to be performed, before or as a result of the termination of this Agreement, and which have not been satisfied or remain unperformed at the termination of this Agreement, any indemnity and any release in our favour and any other provision which specifically states that it will survive the termination of this Agreement, shall survive and not be affected by the expiration of the Term or the termination of this Agreement.
- 1.11 Time is of the essence of this Agreement.
- 1.12 Wherever this Agreement provides that an action may be taken, a consent or approval must be obtained or a determination must be made, then you or we, as the case may be, will act reasonably in taking such action, deciding whether to provide such consent or approval or making such determination; but where this Agreement states that you or we have sole discretion to take an action, provide a consent or approval or make a determination, there will be no requirement to show reasonableness or to act reasonably in taking that action, providing that consent or approval or making that determination.
- 1.13 Any requirement under this Agreement for us to act reasonably shall not require us to act in a manner that is contrary to or inconsistent with any legislation, regulations, Treasury Board

directives or other enactments or any policy, directive, executive direction or other such guideline of general application.

- 1.14 Wherever this Agreement provides that you may not undertake some activity or do something without our prior written approval or consent, our prior approval of the Management Plan will constitute our approval of, or consent to, the activity or thing to the extent the same is specifically and expressly described in the Management Plan and subject always to any conditions or qualifications that may be set in the Management Plan.

ARTICLE 2 - GRANT AND TERM

- 2.1 On the terms and conditions set out in this Agreement, we grant you a licence of occupation of the Land for community facility purposes, as set out in the Management Plan. You acknowledge this licence of occupation does not grant you exclusive use and occupancy of the Land.
- 2.2 The term of this Agreement commences on the Commencement Date and terminates on the 30th anniversary of that date, or such earlier date provided for in this Agreement. We reserve the right to terminate this Agreement in certain circumstances as expressly provided in this Agreement.

ARTICLE 3 - FEES

- 3.1 The Fee for the Term is \$1.00, the receipt of which we acknowledge.

ARTICLE 4 - COVENANTS

- 4.1 You must
- (a) pay, when due,
 - (i) the Fees to us at the address set out in Article 10,
 - (ii) the Realty Taxes, and
 - (iii) all charges for electricity, gas, water and other utilities supplied to the Land for use by you or on your behalf or with your permission;
 - (b) deliver to us, immediately upon demand, receipts or other evidence of the payment of Realty Taxes and all other money required to be paid by you under this Agreement;

- (c) observe, abide by and comply with
 - (i) all applicable laws, bylaws, orders, directions, ordinances and regulations of any government authority having jurisdiction in any way affecting your use or occupation of the Land or the Improvements including without limitation all laws, bylaws, orders, directions, ordinances and regulations relating in any way to Hazardous Substances, the environment and human health and safety, and
 - (ii) the provisions of this Agreement;
- (d) in respect of the use of the Land by you or by any person who enters upon or uses the Land as a result of your use of the Land under this Agreement, keep the Land and the Improvements in a safe, clean and sanitary condition satisfactory to us, and at our written request, rectify any failure to comply with such a covenant by making the Land and the Improvements safe, clean and sanitary;
- (e) not commit any wilful or voluntary waste, spoil or destruction on the Land or do anything on the Land that may be or become a nuisance to an owner or occupier of land in the vicinity of the Land;
- (f) use and occupy the Land only in accordance with and for the purposes set out in the Management Plan;
- (g) not construct, place or affix any Improvement on or to the Land except as permitted in the Management Plan;
- (h) pay all accounts and expenses as they become due for work performed on or materials supplied to the Land at your request, on your behalf or with your permission, except for money that you are required to hold back under the *Builders Lien Act*;
- (i) if any claim of lien over the Land is made under the *Builders Lien Act* for work performed on or materials supplied to the Land at your request, on your behalf or with your permission, immediately take all steps necessary to have the lien discharged, unless the claim of lien is being contested in good faith by you and you have taken the steps necessary to ensure that the claim of lien will not subject the Land or any interest of yours under this Agreement to sale or forfeiture;
- (j) not cut or remove timber on or from the Land without being granted the right under the *Forest Act* to harvest Crown timber on the Land;
- (k) not fence the perimeter of the Land nor erect fencing on the Land unless you obtain our prior written approval;

- (l) if any soil is disturbed by you as a result of your construction or maintenance of the Improvements, at your expense, restore the surface of the Land to a condition satisfactory to us;
- (m) at our request and at your expense, have a British Columbia Land Surveyor conduct a survey that shows the location of all buildings and other structures owned, placed on, constructed or used by you on the Land within one year of the date of the request;
- (n) take all reasonable precautions to avoid disturbing or damaging any archaeological material found on or under the Land and, upon discovering any archaeological material on or under the Land, you must immediately notify the ministry responsible for administering the *Heritage Conservation Act*;
- (o) permit us, or our authorized representatives, to enter on the Land at any time to inspect the Land and the Improvements, including without limitation to test and remove soil, groundwater and other materials and substances, where the inspection may be necessary or advisable for us to determine whether or not you have complied with your obligations under this Agreement with respect to Hazardous Substances, provided that we take reasonable steps to minimize any disruption of your operations;
- (p) indemnify and save us and our servants, employees and agents harmless against all claims, actions, causes of action, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of one or more of the following:
 - (i) any breach, violation or non-performance of a provision of this Agreement,
 - (ii) any conflict between your use of the Land under this Agreement and the lawful use of the Land by any other person, and
 - (iii) any personal injury, bodily injury (including death) or property damage occurring or happening on or off the Land by virtue of your entry upon, use or occupation of the Land,and the amount of all such losses, damages, costs and liabilities will be payable to us immediately upon demand; and
- (q) on the termination of this Agreement,
 - (i) peaceably quit and deliver to us possession of the Land and, subject to paragraphs (ii), (iii) and (iv), the Improvements in a safe, clean and sanitary condition,
 - (ii) within 60 days, remove from the Land any Improvement you want to remove, if the Improvement was placed on or made to the Land by you, is in the nature of a

tenant's fixture normally removable by tenants and is not part of a building (other than as a tenant's fixture) or part of the Land and you are not in default of this Agreement,

- (iii) not remove any Improvement from the Land if you are in default of this Agreement, unless we direct or permit you to do so under paragraph (iv),
- (iv) remove from the Land any Improvement that we, in writing, direct or permit you to remove, other than any Improvement permitted to be placed on or made to the Land under another disposition, and
- (v) restore the surface of the Land to the condition that the Land was in on the Commencement Date, but if you are not directed or permitted to remove an Improvement under paragraph (iii), this paragraph will not apply to that part of the surface of the Land on which that Improvement is located,

and all of your right, interest and estate in the Land will be absolutely forfeited to us, and to the extent necessary, this covenant will survive the termination of this Agreement.

4.2 You will not permit any person who enters upon or uses the Land as a result of your use of the Land under this Agreement to do anything you are restricted from doing under this Article.

4.3 You must not use all or any part of the Land

- (a) for the storage or disposal of any Hazardous Substances; or
- (b) in any other manner whatsoever which causes or contributes to any Hazardous Substances being added or released on, to or under the Land or into the environment from the Land;

unless

- (c) such storage, disposal, release or other use does not result in your breach of any other provision of this Agreement, including without limitation, your obligation to comply with all laws relating in any way to Hazardous Substances, the environment and human health and safety; and
- (d) we have given our prior written approval to such storage, disposal, release or other use and for certainty any such consent operates only as a consent for the purposes of this section and does not bind, limit, or otherwise affect any other governmental authority from whom any consent, permit or approval may be required.

4.4 Despite any other provision of this Agreement you must:

- (a) on the expiry or earlier termination of this Agreement; and
- (b) at any time if we request and if you are in breach of your obligations under this Agreement relating to Hazardous Substances;

promptly remove from the Land all Hazardous Substances stored, or disposed of, on the Land, or which have otherwise been added or released on, to or under the Land:

- (c) by you; or
- (d) as a result of the use of the Land under this Agreement;

save and except only to the extent that we have given a prior written approval expressly allowing specified Hazardous Substances to remain on the Land following the expiry of the Term.

4.5 We may from time to time

- (a) in the event of the expiry or earlier termination of this Agreement;
- (b) as a condition of our consideration of any request for consent to an assignment of this Agreement; or
- (c) if we have a reasonable basis for believing that you are in breach of your obligations under this Agreement relating to Hazardous Substances;

provide you with a written request to investigate the environmental condition of the Land and upon any such request you must promptly obtain, at your cost, and provide us with, a report from a qualified and independent professional who has been approved by us, as to the environmental condition of the Land, the scope of which must be satisfactory to us and which may include all such tests and investigations that such professional may consider to be necessary or advisable to determine whether or not you have complied with your obligations under this Agreement with respect to Hazardous Substances.

4.6 You must at our request from time to time, but not more frequently than annually, provide us with your certificate (and if you are a corporation such certificate must be given by a senior officer) certifying that you are in compliance with all of your obligations under this Agreement pertaining to Hazardous Substances, and that no adverse environmental occurrences have taken place on the Land, other than as disclosed in writing to us.

ARTICLE 5 - LIMITATIONS**5.1 You agree with us that**

- (a) in addition to the other reservations and exceptions expressly provided in this Agreement this Agreement is subject to the exceptions and reservations of interests, rights, privileges and titles referred to in section 50 of the *Land Act*;
- (b) other persons may hold or acquire rights to use the Land in accordance with enactments other than the *Land Act* or the *Ministry of Lands, Parks and Housing Act*, including rights held or acquired under the *Coal Act*, *Forest Act*, *Geothermal Resources Act*, *Mineral Tenure Act*, *Petroleum and Natural Gas Act*, *Range Act*, *Water Sustainability Act* or *Wildlife Act* (or any prior or subsequent enactment of the Province of British Columbia of like effect); such rights may exist as of the Commencement Date and may be granted or acquired subsequent to the Commencement Date and may affect your use of the Land;
- (c) other persons may hold or acquire interests in or over the Land granted under the *Land Act* or the *Ministry of Lands, Parks and Housing Act*; such interests may exist as of the Commencement Date; following the Commencement Date we may grant such interests (including fee simple interests, leases, statutory rights of way and licences); you acknowledge that your use of the Land may be affected by such interests and the area or boundaries of the Land may change as a result of the granting of such interests;
- (d) you have no right to compensation from us and you release us from all claims, actions, causes of action, suits, debts and demands that you now have or may at any time in the future have against us arising out of any conflict between your use of the Land under this Agreement and any use of, or impact on the Land arising from the exercise, or operation of the interests, rights, privileges and titles described in subsections (a), (b), and (c);
- (e) this Agreement does not limit any right to notice, compensation or any other benefit that you may be entitled to from time to time under the enactments described in subsection (b), or any other applicable enactment;
- (f) you will not commence or maintain proceedings under section 65 of the *Land Act* in respect of any interference with your use of the Land as permitted under this Agreement that arises as a result of the lawful exercise or operation of the interests, rights, privileges and titles described in subsections (a), (b) and (c);
- (g) you will make no claim against us or any person acting under the authority of any enactment of the Province of British Columbia for compensation, in damages or otherwise, if the Land becomes unsuitable for the purposes set out in this Agreement because of erosion, flooding or debris flow affecting the Land;

- (h) you will not remove or permit the removal of any Improvement from the Land except as expressly permitted or required under this Agreement;
- (i) any interest you may have in the Improvements ceases to exist and becomes our property upon the termination of this Agreement, except where an Improvement may be removed under paragraph 4.1(q)(ii), (iii) or (iv) in which case any interest you may have in that Improvement ceases to exist and becomes our property if the Improvement is not removed from the Land within the time period set out in paragraph 4.1(q)(ii) or the time period provided for in the direction or permission given under paragraph 4.1(q)(iii); and
- (j) if, after the termination of this Agreement, we permit you to remain in possession of the Land and we accept money from you in respect of such possession, a tenancy from year to year will not be created by implication of law and you will be deemed to be a monthly occupier only subject to all of the provisions of this Agreement, except as to duration, in the absence of a written agreement to the contrary.

ARTICLE 6 - SECURITY AND INSURANCE

- 6.1 On the Commencement Date, you will deliver to us Security in the amount of \$1000 which will
- (a) guarantee the performance of your obligations under this Agreement;
 - (b) be in the form required by us; and
 - (c) remain in effect until we certify, in writing, that you have fully performed your obligations under this Agreement.
- 6.2 Despite section 6.1, your obligations under that section are suspended for so long as you maintain in good standing other security acceptable to us to guarantee the performance of your obligations under this Agreement and all other dispositions held by you.
- 6.3 We may use the Security for the payment of any costs and expenses associated with any of your obligations under this Agreement that are not performed by you or to pay any overdue Fees and, if such event occurs, you will, within 30 days of that event, deliver further Security to us in an amount equal to the amount drawn down by us.
- 6.4 After we certify, in writing, that you have fully performed your obligations under this Agreement, we will return to you the Security maintained under section 6.1, less all amounts drawn down by us under section 6.3.
- 6.5 You acknowledge that we may, from time to time, notify you to

- (a) change the form or amount of the Security; and
- (b) provide and maintain another form of Security in replacement of or in addition to the Security posted by you under this Agreement;

and you will, within 60 days of receiving such notice, deliver to us written confirmation that the change has been made or the replacement or additional form of Security has been provided by you.

6.6 You must

- (a) without limiting your obligations or liabilities under this Agreement, at your expense, purchase and maintain during the Term, a Homeowner's Package Insurance Policy or other personal lines residential insurance policy, including Comprehensive Personal Liability in an amount of not less than \$2,000,000.00 per occurrence, with an extension insuring against liability for personal injury, bodily injury, and property damage arising from accidents or occurrences on the Land or the Improvements, including community;
- (b) make your insurer aware of this Agreement within 30 days of signing this Agreement.

ARTICLE 7 - ASSIGNMENT

- 7.1 You must not sublicense, assign, mortgage or transfer this Agreement, or permit any person to use or occupy the Land, without our prior written consent, which consent we may withhold.
- 7.2 Prior to considering a request for our consent under section 7.1, we may require you to meet certain conditions, including without limitation, that you provide us with a report as to the environmental condition of the Land as provided in section 4.5.

ARTICLE 8 - TERMINATION

8.1 You agree with us that

- (a) if you
 - (i) default in the payment of any money payable by you under this Agreement, or
 - (ii) fail to observe, abide by and comply with the provisions of this Agreement (other than the payment of any money payable by you under this Agreement),

and your default or failure continues for 60 days after we give written notice of the default or failure to you,

- (b) if, in our opinion, you fail to make diligent use of the Land for the purposes set out in this Agreement, and your failure continues for 60 days after we give written notice of the failure to you;
- (c) if you
 - (i) become insolvent or make an assignment for the general benefit of your creditors,
 - (ii) commit an act which entitles a person to take action under the *Bankruptcy and Insolvency Act* (Canada) or a bankruptcy petition is filed or presented against you or you consent to the filing of the petition or a decree is entered by a court of competent jurisdiction adjudging you bankrupt under any law relating to bankruptcy or insolvency, or
 - (iii) voluntarily enter into an arrangement with your creditors;
- (d) if you are a corporation,
 - (i) a receiver or receiver-manager is appointed to administer or carry on your business, or
 - (ii) an order is made, a resolution passed or a petition filed for your liquidation or winding up;
- (e) if you are a society, you convert into a company in accordance with the *Society Act* without our prior written consent;
- (f) if this Agreement is taken in execution or attachment by any person; or
- (g) if we require the Land for our own use or, in our opinion, it is in the public interest to cancel this Agreement and we have given you 60 days' written notice of such requirement or opinion;

this Agreement will, at our option and with or without entry, terminate and your right to use and occupy the Land will cease.

- 8.2 If the condition complained of (other than the payment of any money payable by you under this Agreement) reasonably requires more time to cure than 60 days, you will be deemed to have complied with the remedying of it if you commence remedying or curing the condition within 60 days and diligently complete the same.

- 8.3 You agree with us that

- (a) you will make no claim against us for compensation, in damages or otherwise, upon the lawful termination of this Agreement under section 8.1; and
- (b) our remedies under this Article are in addition to those available to us under the *Land Act*.

ARTICLE 9 - DISPUTE RESOLUTION

- 9.1 If any dispute arises under this Agreement, the parties will make all reasonable efforts to resolve the dispute within 60 days of the dispute arising (or within such other time period agreed to by the parties) and, subject to applicable laws, provide candid and timely disclosure to each other of all relevant facts, information and documents to facilitate those efforts.
- 9.2 Subject to section 9.5, if a dispute under this Agreement cannot be resolved under section 9.1, we or you may refer the dispute to arbitration conducted by a sole arbitrator appointed pursuant to the *Commercial Arbitration Act*.
- 9.3 The cost of the arbitration referred to in section 9.2 will be shared equally by the parties and the arbitration will be governed by the laws of the Province of British Columbia.
- 9.4 The arbitration will be conducted at our offices (or the offices of our authorized representative) in Nanaimo, British Columbia, and if we or our authorized representative have no office in Nanaimo, British Columbia, then our offices (or the offices of our authorized representative) that are closest to Nanaimo, British Columbia.
- 9.5 A dispute under this Agreement in respect of a matter within our sole discretion cannot, unless we agree, be referred to arbitration as set out in section 9.2.

ARTICLE 10 - NOTICE

- 10.1 Any notice required to be given by either party to the other will be deemed to be given if mailed by prepaid registered mail in Canada or delivered to the address of the other as follows:

to us

MINISTRY OF FORESTS, LANDS AND NATURAL RESOURCE OPERATIONS
Suite 142 - 2080 Labieux Road
Nanaimo, BC V9T 6J9;

to you

THE RUXTON ISLAND PROPERTY OWNERS ASSOCIATION
C/O Russ Irish
4861 Finnerty Pl
Nanaimo, BC V9V 1N9;

or at such other address as a party may, from time to time, direct in writing, and any such notice will be deemed to have been received if delivered, on the day of delivery, and if mailed, 7 days after the time of mailing, except in the case of mail interruption in which case actual receipt is required.

- 10.2 In order to expedite the delivery of any notice required to be given by either party to the other, a concurrent facsimile copy of any notice will, where possible, be provided to the other party but nothing in this section, and specifically the lack of delivery of a facsimile copy of any notice, will affect the deemed delivery provided in section 10.1.
- 10.3 The delivery of all money payable to us under this Agreement will be effected by hand, courier or prepaid regular mail to the address specified above, or by any other payment procedure agreed to by the parties, such deliveries to be effective on actual receipt.

ARTICLE 11 - MISCELLANEOUS

- 11.1 No provision of this Agreement will be considered to have been waived unless the waiver is in writing, and a waiver of a breach of a provision of this Agreement will not be construed as or constitute a waiver of any further or other breach of the same or any other provision of this Agreement, and a consent or approval to any act requiring consent or approval will not waive or render unnecessary the requirement to obtain consent or approval to any subsequent same or similar act.
- 11.2 No remedy conferred upon or reserved to us under this Agreement is exclusive of any other remedy in this Agreement or provided by law, but that remedy will be in addition to all other remedies in this Agreement or then existing at law, in equity or by statute.
- 11.3 The grant of a sublicense, assignment or transfer of this Agreement does not release you from your obligation to observe and perform all the provisions of this Agreement on your part to be observed and performed unless we specifically release you from such obligation in our consent to the sublicense, assignment or transfer of this Agreement.
- 11.4 This Agreement extends to, is binding upon and enures to the benefit of the parties, their heirs, executors, administrators, successors and permitted assigns.
- 11.5 If, due to a strike, lockout, labour dispute, act of God, inability to obtain labour or materials, law, ordinance, rule, regulation or order of a competent governmental authority, enemy or

hostile action, civil commotion, fire or other casualty or any condition or cause beyond your reasonable control, other than normal weather conditions, you are delayed in performing any of your obligations under this Agreement, the time for the performance of that obligation will be extended by a period of time equal to the period of time of the delay so long as

- (a) you give notice to us within 30 days of the commencement of the delay setting forth the nature of the delay and an estimated time frame for the performance of your obligation; and
- (b) you diligently attempt to remove the delay.

11.6 You acknowledge and agree with us that

- (a) this Agreement has been granted to you on the basis that you accept the Land on an "as is" basis;
- (b) without limitation we have not made, and you have not relied upon, any representation or warranty from us as to
 - (i) the suitability of the Land for any particular use, including the use permitted by this Agreement;
 - (ii) the condition of the Land (including surface and groundwater), environmental or otherwise, including the presence of or absence of any toxic, hazardous, dangerous or potentially dangerous substances on or under the Land and the current and past uses of the Land and any surrounding land and whether or not the Land is susceptible to erosion or flooding;
 - (iii) the general condition and state of all utilities or other systems on or under the Land or which serve the Land;
 - (iv) the zoning of the Land and the bylaws of any government authority which relate to the development, use and occupation of the Land; and
 - (v) the application of any federal or Provincial enactment or law to the Land;
- (c) you have been afforded a reasonable opportunity to inspect the Land or to carry out such other audits, investigations, tests and surveys as you consider necessary to investigate those matters set out in subsection (b) to your satisfaction before entering into this Agreement;
- (d) you waive, to the extent permitted by law, the requirement if any, for us to provide you with a "site profile" under the *Environmental Management Act* or any regulations made under that act;

- (e) we are under no obligation, express or implied, to provide financial assistance or to contribute toward the cost of servicing, creating or developing the Land or the Improvements and you are solely responsible for all costs and expenses associated with your use of the Land and the Improvements for the purposes set out in this Agreement; and
- (f) we are under no obligation to provide access or services to the Land or to maintain or improve existing access roads.
- 11.7 You agree with us that nothing in this Agreement constitutes you as our agent, joint venturer or partner or gives you any authority or power to bind us in any way.
- 11.8 This Agreement does not override or affect any powers, privileges or immunities to which you are entitled under any enactment of the Province of British Columbia.

The parties have executed this Agreement as of the date of reference of this Agreement.

SIGNED on behalf of **HER MAJESTY
THE QUEEN IN RIGHT OF THE
PROVINCE OF BRITISH COLUMBIA**
by the minister responsible for the *Land Act*
or the minister's authorized representative


Minister responsible for the *Land Act*
or the minister's authorized representative

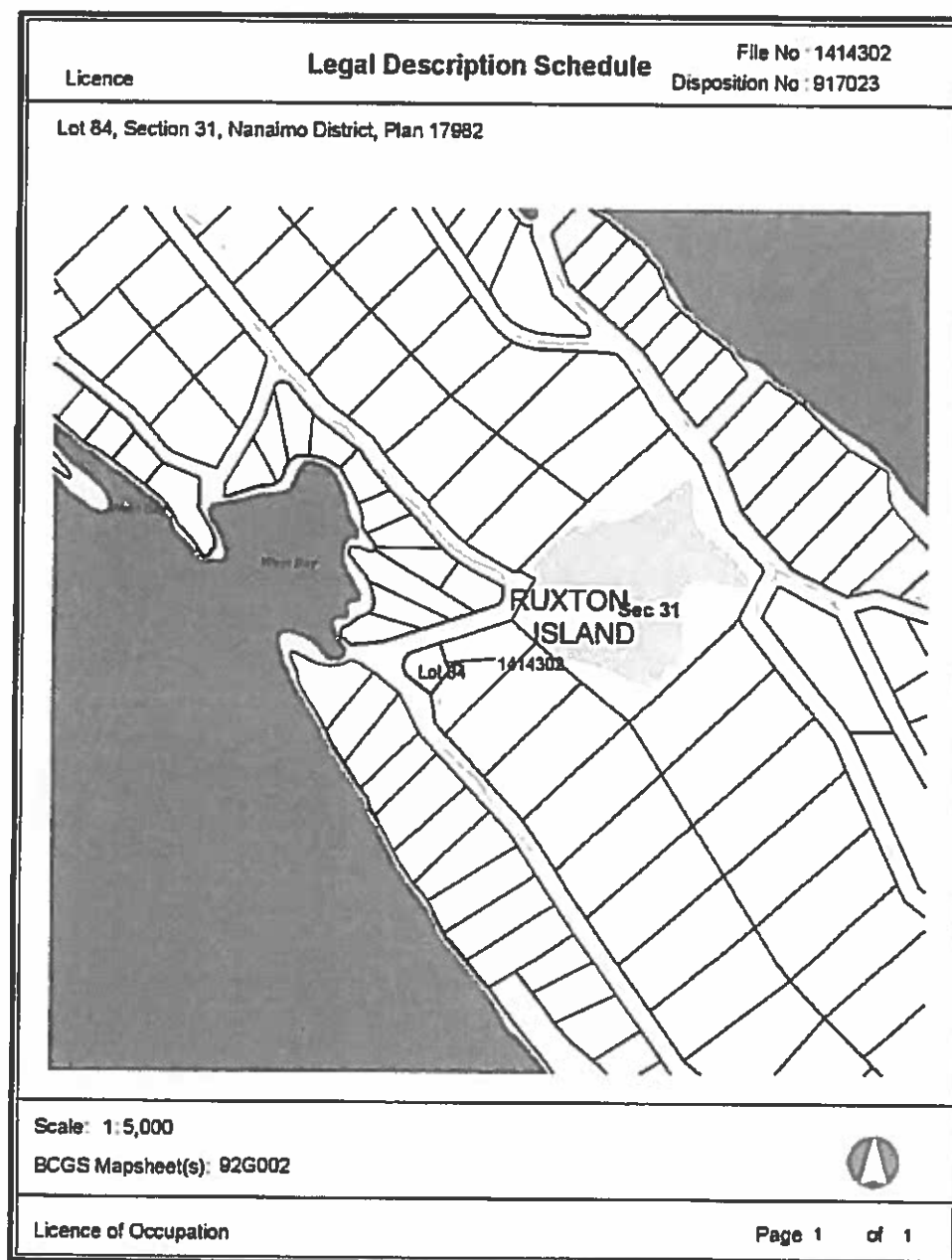
SIGNED on behalf of **THE RUXTON ISLAND PROPERTY OWNERS ASSOCIATION**
by a duly authorized signatory


Authorized Signatory

Russ Irish

LEGAL DESCRIPTION SCHEDULE

LEGAL DESCRIPTION: Lot 84, Section 31, Nanaimo District, Plan 17982



MANAGEMENT PLAN

Background

Ruxton Island is subdivided into approximately 200 fee simple parcels that are used primarily as recreational properties. Most of these parcels are developed with rustic cabins. Services are limited to a public road network and a half dozen community wells.

The Ruxton Island Property Owners Association (RIPOA) is a registered society that was formed as a community group to address community objectives. One of our community's objectives is to provide for public safety, and as a group we have purchased firefighting and safety equipment that includes pumps, hoses, tanks, emergency First Aid kits and a stretcher. Additional equipment is purchased each year and our current plan is to equip a fire response trailer that can be towed by one of several privately owned quads. Future acquisitions may include a dedicated fire response quad, additional trailers and other safety equipment.

The RIPOA passed a resolution at their annual meeting in August 2013 to apply for Crown Land Tenure to allow construction of covered storage at a central location to store this equipment.

Prior to applying for a Crown Land tenure and at the suggestion of FrontCounter BC, RIPOA approached the Cowichan Valley Regional District (CVRD), to determine if the CVRD had plans to build an emergency services building on Ruxton Island. RIPOA was advised by Brian Duncan, Manager of the Inspections and Enforcement Division that the CVRD has no interest in building, owning, or maintaining such a facility.

Access

Ruxton Island is water access only. At this time there are no private or community docks on Ruxton Island. The application site is inland and accessed by two roads which adjoin and circumnavigate the island.

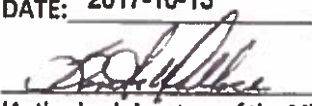
Emergency Services Building

The proposed structure will be a single storied flat sloped roof building with an open car port for the future storage of a dedicated fire quad.

No utilities (water, power or sewer) are required for this structure.

Construction Materials to include:

- Premix Concrete
- Reinforcing Mesh
- framing Lumber
- Plywood Wall Sheeting
- Posts, Beams & Rafters
- Plywood Roof Sheeting
- 30 Minute Building Paper (Walls)
- 60 Minute Building Paper (Roof)
- metal roofing
- Used Windows
- Used Door, Frame and Hinges
- 1/2 Inch Galvanized Nails
- Roofing Screws C
- Cedar Exterior Wall Boards
- Sundries and Fuel (to operate generator for power tools)

APPROVED MANAGEMENT PLAN	
FILE : <u>1414302</u>	Page <u>1</u> of <u>7</u>
DATE: <u>2017-10-13</u>	
 (Authorized signatory of the Minister responsible for the Land Act)	
DATE: <u>Dec 16, 2017</u>	
 NAME <u>Russ Irish</u>	
DATE: _____	
NAME _____	

Front Counter BC

December 20, 2015

Suite 142 – 2080 Labieux Road

Nanaimo, BC

V9T 6J9

Attn: Mr. Mark Harvey P.Ag., Land Officer

Dear Sir,

RE: Application for Crown Land Tenure – Lot 84, Section 31, Nanaimo District, Plan 17982

Further to your request I am writing to provide additional information in support of an application for Nominal Rent Tenure for the above-referenced parcel to construct a "Public Safety Building".

1) Site Photos

Ruxton Island is characterized by mature second growth timber. Roads that were originally constructed at the time of subdivision in the late 1970's are now overgrown. These roads have evolved into trails that provide access for pedestrians and off-road vehicles (primarily quads and golf carts). The following photos were taken in the fall of 2015 to illustrate current site conditions.



Photo taken near the north east corner of Lot 84 looking west along the public road. Proposed building site on Lot 84 is behind the figure in the photo.



Photo taken near the west corner of Lot 84 looking east. Lot 84 is located behind the figure in the photo. This is the junction of the two main roads on Ruxton Island, very near to an accessible beach in the most protected bay (south side of Naylor Bay). A public well is located adjacent to the road behind the figure.

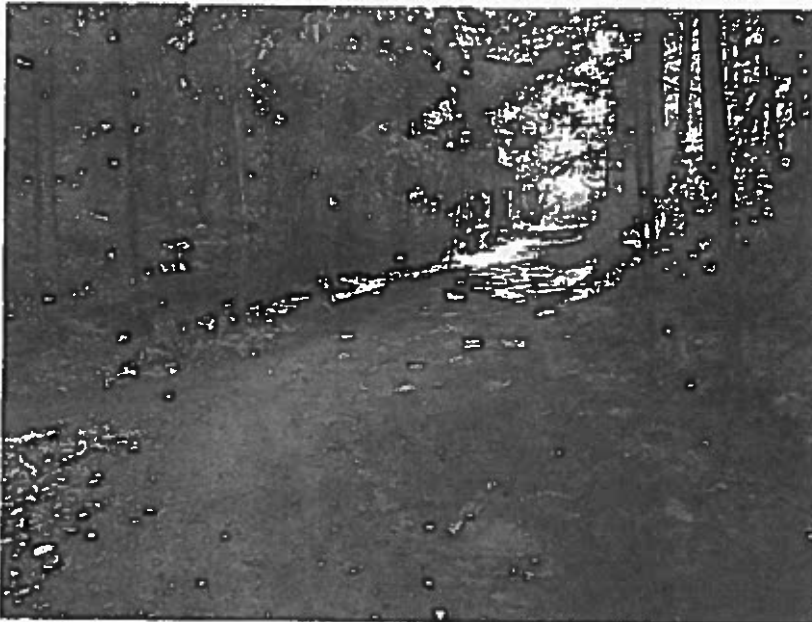


Photo taken from the same spot near the west corner of Lot 84 but looking south east. Lot 84 is on the left. This road loops around the island and provides access to properties on the east side of the island as far as Otter Bay.

2) Proposed Building

The proposed building will be a single room storage shed with an adjoining carport (site plan and rendering attached).

3) Ownership

The proposed building will be constructed and maintained by the Ruxton Island Property Owner's Association. RIPOA is a registered Society which has been active for some 20 years and has approximately 150 members representing the majority of the landowners on the Island. An annual general meeting is held every August long weekend where the society's business is conducted including:

- Committee reports;
- Financial reports;
- New and old business; and,
- Executive elections.

At the meeting held on August 1, 2015 RIPOA appointed a Committee to spearhead development of the proposed Public Safety Building. That Safety Building Committee is made up of the following members who possess the skills required to deliver this project:

- John Couchman – Carpenter Foreman
- Ab Barrie, Mike Higgins, Ken Fuller, and Dave – General Labour
- Rich Poulin – Cadd Design and General Labour
- Russ Irish – Surveyor, Scribe and General Labour

Many of these committee members have been active in the development of firefighting capacity on the island over the past 5 years.

4) Work Plan

The Work Plan for delivery of this project includes the following steps:

- Secure tenure;
- Prepare detailed drawings;
- Apply for a Building Permit;
- Survey building location; and
- Construct the proposed works.

Committee members have the expertise, experience and equipment to complete all of the identified steps.

5) Construction

The proposed building work will be carried out by volunteer labour organized by the Safety Building Committee. Work will be undertaken as a series of "work bees" as follows:

- Clear and grade the site;
- Deliver building materials to site;
- Prepare formwork and place reinforcing
- Mix concrete, pour footings and slab;
- Framing;
- Roofing;
- Cladding; and,
- Install windows and door.

6) Maintenance

The building will be designed and constructed to minimize maintenance. A concrete floor slab, a metal roof with large overhangs and cedar siding will be used. The building is proposed at a central site, so the condition of the building will be monitored throughout the year by members of RIPOA. The business of building maintenance and repair will be discussed at the annual meeting with responsibility assigned to the Safety Building Committee and others as warranted.

7) Funding

Given the volunteer nature of RIPOA, and the overwhelming support shown for this initiative, we anticipate that the cost of project delivery will be limited to material purchase and fuel only. The estimated total cost is \$7,500 (project budget attached). RIPOA has cash reserves that exceed this budget amount. This initiative has the full community support in terms of labour and funding. This support will guarantee successful delivery.

Please contact the writer if you require additional information to process our application.

Yours truly,

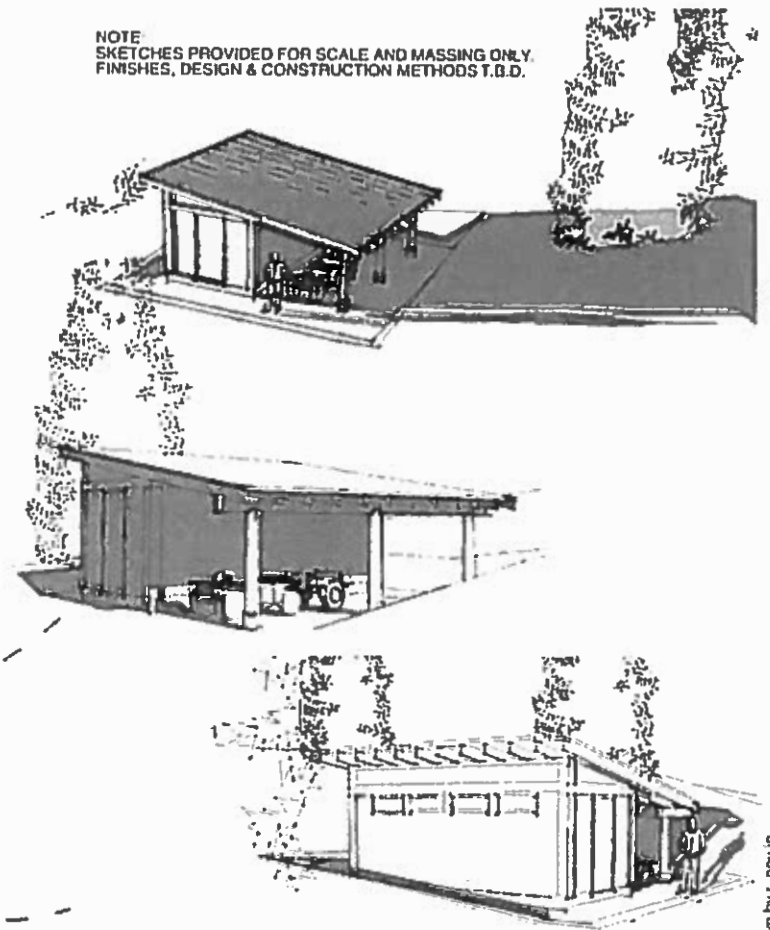
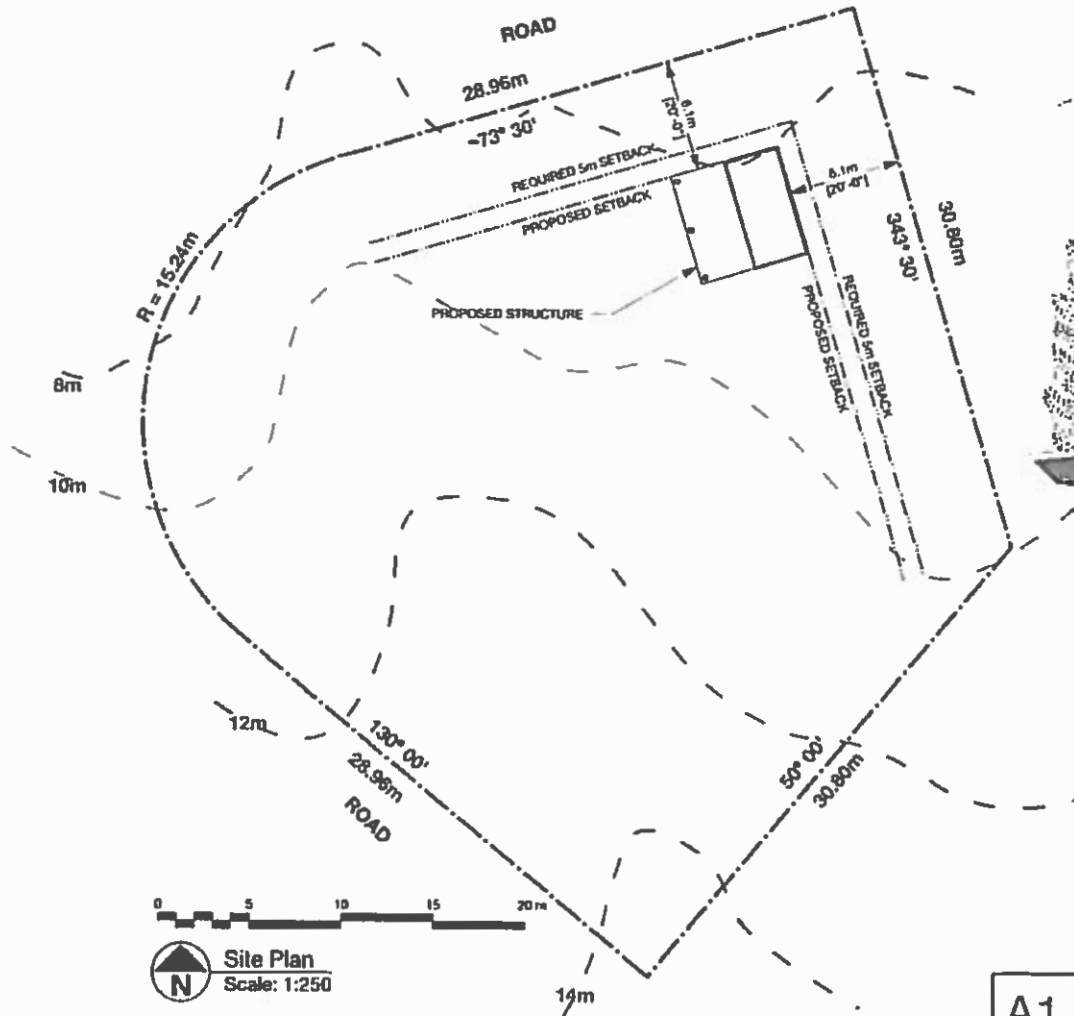
Ruxton Island Property Owner's Association



Russ Irish, Agent

PID 000-034-070
 LOT 84, SECTION 31, NANAIMO DISTRICT, PLAN 17982
 0.041 ACRES

NOTE:
 SKETCHES PROVIDED FOR SCALE AND MASSING ONLY.
 FINISHES, DESIGN & CONSTRUCTION METHODS T.B.D.



03 Sept., 2015 drawn by r. pou in

A1.0

PROPOSED PUBLIC SAFETY BUILDING
 RUXTON ISLAND PROPERTY OWNERS ASSOCIATION

**Ruxton Island Property Owner's Association
Public Safety Building
Material List and Cost Estimate**

December 20, 2015

Description	Quantity	Unit	Rate *	Extension
1.1 Premix Concrete	150	Bags	\$ 5.78	\$ 867
1.2 3 ft x 7 ft Reinforcing Mesh	22	panels	\$ 14.72	\$ 324
1.3 8 foot long 2 x 4 Framing Lumber	30	each	\$ 2.93	\$ 88
1.4 10 foot long 2 x 4 Framing Lumber	60	each	\$ 4.35	\$ 261
1.5 5/8 inch Plywood Wall Sheeting	16	sheets	\$ 28.80	\$ 461
1.6 8 foot 6x6 Posts	3	each	\$ 28.36	\$ 85
1.7 12 foot long 2 x 10 (Beams)	18	each	\$ 15.61	\$ 281
1.8 12 foot long 2 x 10 (Rafters)	24	each	\$ 15.61	\$ 375
1.9 5/8 inch Plywood Roof Sheeting	18	sheets	\$ 28.80	\$ 518
1.10 30 Minute Building Paper (Walls)	6	rolls	\$ 29.39	\$ 176
1.11 60 Minute Building Paper (Roof)	6	rolls	\$ 32.49	\$ 195
1.12 3 ft x 8 ft metal roofing	27	panels	\$ 29.97	\$ 809
1.13 Used Windows	4	each	\$ 150.00	\$ 600
1.14 Used Door, Frame and Hinges	1	each	\$ 100.00	\$ 100
1.15 3 1/2 inch Galvanized Nails	1	50 lb box	\$ 100.00	\$ 100
1.16 Roofing Screws	1	10 lb box	\$ 50.00	\$ 50
1.17 6 inch Cedar Exterior Wall Boards	1200	feet	\$ 0.65	\$ 780
1.18 Sundries	1	LS	\$ 200	\$ 200
1.19 Fuel	1	LS	\$ 250	\$ 250
Sub Total - Material Costs				\$ 6,520
Contingency (10%)				\$ 652
Subtotal				\$ 7,172
GST (5%)				\$ 359
Total Budget Amount				\$ 7,531

* Home Depot quote, no discount



Ministry of
Forests, Lands, Natural
Resource Operations
and Rural Development

**OCCUPANT LICENCE
TO CUT
CUT AND REMOVE
TIMBER
L51472**

THIS LICENCE, dated **September 4, 2019**

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT
OF THE PROVINCE OF BRITISH COLUMBIA,
as represented by the **DISTRICT MANAGER,**
MINISTRY OF FORESTS, LANDS,
NATURAL RESOURCE OPERATIONS AND RURAL DEVELOPMENT
SOUTH ISLAND NATURAL RESOURCE DISTRICT
4885 CHERRY CREEK ROAD
PORT ALBERNI, BRITISH COLUMBIA V9Y 8E9
PHONE: 250-731-3000 FAX: 250-731-3010
EMAIL ADDRESS: FTA.DSI@GOV.BC.CA

(the "Licensor")

AND:

RUXTON ISLAND PROPERTY OWNER'S ASSOCIATION (RIPOA)
C/O RUSS IRISH
4861 FINNERTY PLACE
NANAIMO, BRITISH COLUMBIA
V9V 1N9
Phone: 250-618-6659
Email address: rirish@mcelhanney.com
(the "Licensee")

WHEREAS:

- A. The Licensee has the right of occupation as the lawful occupier of certain areas of land pursuant to 1414302 under the *Lands Act*. under which occupier has occupancy.

- B. The Licensee and Licensor are entering into this Licence under section 47.4 of the *Forest Act* to cut and remove the Crown timber from the Licence area.

“The Table of Contents and headings in this Licence are included for convenience only and do not form a part of this Licence and in no way define, limit, alter or enlarge the scope or meaning of any provision of this Licence.”

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THE PARTIES agree as follows:

1.00 GRANT OF RIGHTS AND TERM

- 1.01 The term of this Licence begins on **September 4, 2019**, and ends on the earlier of:
- (a) the day upon which the Licensee's right of occupation expires or is surrendered, cancelled or otherwise terminated;
 - (b) **September 30, 2020**; or
 - (c) at the Licensee's request, the Licensor gives notice to the Licensee that all contractual and legislative obligations associated with the Licence have been completed.
- 1.02 The Licensee is authorized to cut and remove Crown timber from the area shown on the attached Exhibit "A" maps ("Licence area") that is necessary to cut in order to facilitate the operations or the use of the Crown land within the Licence area as described in the right of occupation.
- 1.03 The Licensee's rights under this Licence are of no force or effect when the right of occupation is suspended.
- 1.04 Subject to the Licence, the Licensee may enter onto areas referred in paragraph 1.01 for the purpose of exercising the rights under this Licence.
- 1.05 This Licence does not grant the Licensee the exclusive right to harvest timber from the Licence area, and the Licensor reserves the right to grant rights to other persons to harvest timber from the Licence Area.

2.00 TIMBER MARK

- 2.01 The timber mark for timber removed under this Licence is:

**L51
472**

- 2.02 If directed to do so by the Licensor, the Licensee must erect signs at all exits from areas of land referred to in paragraph 1.02, clearly showing the timber mark referred to in paragraph 2.01.

3.00 TIMBER HARVEST LIMITATIONS

- 3.01 The Licensee must comply with the forestry legislation and the conditions and requirements set out in Schedule "A" to this Licence.
- 3.02 In addition to timber specified in the forestry legislation as reserved, the Licensee must not cut, damage, or destroy timber if specified as reserved in Schedule B.

4.00 SCALE-BASED STUMPAGE

- 4.01 For the purpose of determining the amount of stumpage payable in respect of timber removed from the harvest area, the volume or quantity of timber removed will be determined using information provided in a scale of the timber.

4.02 The Licensee must ensure that:

- (a) all timber removed from the harvest area is scaled; and
- (b) the scale of the timber is conducted properly in accordance with the requirements of the *Forest Act* and the regulations made under that Act.

5.00 TIMBER VOLUME CHARGED TO THE LICENCE

5.01 The timber of the following species and grades will be included in determining the volume that will be charged to the Licence:

- (a) all species and grades.

6.00 WASTE ASSESMENT

6.01 The quantity and quality of merchantable Crown timber that could have been removed under this Licence but at the Licensee's discretion was not removed, will be determined in accordance with the provisions of Provincial Logging Residue and Waste Measurements Procedures Manual, as amended or replaced from time to time ("current waste assessment manual").

6.02 The Regional Executive Director or District Manager, in a notice given to the Licensee, may require the Licensee to pay in respect of the volume of timber determined under paragraph 6.01, a monetary assessment for all waste.

6.03 The amount of money that the Licensee must pay under a waste assessment will be determined in accordance with the provisions of the current waste assessment manual.

6.04 For the purpose of conducting the assessment of the volume of timber that was not harvested as described in paragraph 6.01:

- (a) the Licensee must conduct an assessment in accordance with the current waste assessment manual after the Licensee has declared that primary logging has been completed for each cut block; or
- (b) the Regional Executive Director or District Manager may conduct an assessment in accordance with the current waste assessment manual after the expiry of the term of the Licence.

7.00 COURT DETERMINED ABORIGINAL RIGHTS AND/OR TITLE

7.031 Notwithstanding any other provision of this Licence, if a court of competent jurisdiction:

- (a) determines that activities or operations under or associated with this Licence will unjustifiably infringe an aboriginal right and/or title, or treaty right;

- (b) grants an injunction further to a determination referred to in subparagraph 7.01 (a); or
- (c) grants an injunction pending a determination of whether activities or operations under or associated with this Licence will unjustifiably infringe an aboriginal right and/or title, or treaty right;

the Regional Executive Director or District Manager in a notice given to the Licensee, may vary or suspend, this Licence in whole or in part, so as to be consistent with the court determination.

7.02 Subject to this Licence and the forestry legislation, if:

- (a) under paragraph 7.01, the Regional Executive Director or District Manager has varied the Licence issued to the Licensee;
- (b) a court of competent jurisdiction subsequently overturns, sets aside or dissolves the determination or injunction referred to in that paragraph; and
- (c) it is practical to do so;

the Regional Executive Director or District Manager, at the request of the Licensee, will vary the Licence to reflect as closely as possible, for the remainder of its term, the terms and conditions of the Licence prior to the variation under paragraph 7.01.

7.03 Subject to this Licence and the forestry legislation, if:

- (a) under paragraph 7.01, the Regional Executive Director or District Manager has suspended the Licence;
- (b) a court of competent jurisdiction subsequently overturns, sets aside or dissolves the determination or injunction referred to in that paragraph; and
- (c) it is practical to do so;

the Regional Executive Director or District Manager, at the request of the Licensee, will reinstate the Licence for the remainder of its term.

8.00 FINANCIAL

8.01 In addition to any money payable in respect of this Licence under the forestry legislation, the Licensee must pay to the Government, immediately upon receipt of a notice, statement or invoice issued on behalf of the Government:

- (a) stumpage under part 7 of the *Forest Act* at rates determined, re-determined and varied under section 105 of that Act in respect of timber removed under this Licence;
- (b) any payment required as a result of a waste assessment under part 6.00 of this Licence.

9.00 LIABILITY AND INDEMNITY

- 9.01 Subject to paragraph 9.02, the Licensee will indemnify the Government against and save it harmless from all claims, demands, suits, actions, causes of action, costs, expenses and losses faced, incurred or suffered by the Government as a result, directly or indirectly, of any act or omission of:
- (a) the Licensee;
 - (b) an employee or agent of the Licensee;
 - (c) a contractor of the Licensee who engages in any activity or carries out any operation, including but not restricted to the Licensee's operations, under or associated with this Licence; or
 - (d) any other person who on behalf of or with the consent of the Licensee engages in any activity or carries out any operation under or associated with this Licence.
- 9.02 For greater certainty, the Licensee has no obligation to indemnify the Government under paragraph 9.01 in respect of any act or omission of:
- (a) an employee, agent or contractor of the Government, in the course of carrying out his or her duties as employee, agent or contractor of the Government; or
 - (b) a person, other than the Licensee, to whom the Government has granted the right to use or occupy Crown land, in the course of exercising those rights.
- 9.03 Any payments required under parts 6.00 or 8.00, and payments required further to the indemnity referred to in paragraph 9.01 are in addition to and not in substitution for any other remedies available to the Government in respect of a default of the Licensee.
- 9.04 The Government is not liable to the Licensee for injuries, losses, expenses, or costs incurred or suffered by the Licensee as a result, directly or indirectly, of an act or omission of a person who is not a party to this Licence, including but not restricted to an act or omission of a person disrupting, stopping or otherwise interfering with the Licensee's operations under this Licence by road blocks or other means.

10.00 TERMINATION

- 10.01 If this Licence expires or is cancelled or is otherwise terminated:
- (a) title to all improvements, including roads and bridges, fixed on Crown land in the Licence area; and
 - (b) all timber, including logs and special forest products, located on the Licence area, will vest in the Crown, without right of compensation to the Licensee.

- 10.02 If the Licensee commits an act of bankruptcy, makes a general assignment for the benefit of its creditors or otherwise acknowledges its insolvency, the Licensee is deemed to have failed to perform an obligation under this Licence.

11.00 WAIVER

- 11.01 No waiver by the Crown of any default or non-compliance by the Licensee in the strict and literal performance of or compliance with any provision of the Licence will be deemed to be a waiver of the strict and literal performance of or compliance with any other provision, condition or requirement of the Licence or to be a waiver of, or in any manner release the Licensee from compliance with any provision, condition or requirement in the future, nor will any delay or omission by the Crown in the exercising of any right hereunder in any manner with respect to non-compliance impair the exercise of any such rights in the future.

12.00 NOTICE

- 12.01 A notice given under this Licence must be in writing.

- 12.02 A notice given under this Licence may be:

- (a) delivered by hand;
- (b) sent by mail;
- (c) sent by facsimile transmission; or
- (d) electronic mail ("commonly referred as Email");

to the address, facsimile or email number, as applicable, specified on the first page of this Licence, or to such other address, email address or facsimile number as is specified in a notice given in accordance with this part.

- 12.03 If a notice is given under this Licence, it is deemed to have been given:

- (a) if it is given in accordance with subparagraph 12.02 (a) on the date it is delivered by hand;
- (b) if it is given in accordance with subparagraph 12.02 (b), subject to paragraph 12.04, on the eighth day after its deposit in a Canada Post Office at any place in Canada; and
- (c) if it is given in accordance with subparagraph 12.02 (c), subject to paragraph 12.05, on the date it is sent by email;
- (d) if it is given in accordance with subparagraph 12.02 (d), subject to paragraph 12.05, on the date it is sent by facsimile or email transmission.

- 12.04 If, between the time a notice is mailed in accordance with subparagraph 12.02 (b) and the time it is actually received, there occurs a postal strike, lockout or slowdown that might reasonably affect delivery of the notice, the notice is not deemed to be given until the party actually receives it.
- 12.05 If a notice is sent by email or facsimile transmission, the party sending the notice must take reasonable steps to ensure that the transmission has been successfully completed.
- 12.06 Either party may, from time to time, advise the other party by notice in writing, of any change of address, email address or facsimile number of the party giving such notice and, from and after the giving of such notice, the address, email address or facsimile number specified will, for purposes of this Licence, be considered to be the address, email address or facsimile number of the party giving such notice.

13.00 MISCELLANEOUS

- 13.01 This Licence will enure to the benefit of and be binding on the parties and their respective heirs, executors, successors and permitted assigns.
- 13.02 The laws of British Columbia will govern the interpretation of this Licence and the performance of the Licensee's obligations under this Licence.
- 13.03 Any non-statutory power conferred or duty imposed on the Regional Executive Director or District Manager under this Licence may be exercised or fulfilled by any person authorized to do so by the Regional Executive Director or District Manager.
- 13.04 Any Schedules, Exhibit "A" map or attachments referenced in, or attached to this Licence are an integral part of this agreement as if set out in the body of this agreement, and the Licensee will comply with all the terms in the Schedules.
- 13.05 If there is a conflict between the *Workers Compensation Act* or a regulation under that Act, and a provision of this Licence, the *Workers Compensation Act*, or the regulations made under that Act, prevails, and the Licensee must immediately notify the District Manager of the conflict and follow any direction given by the District Manager with respect to the conflict, provided such direction is consistent with the *Workers Compensation Act* and the regulations under that Act.
- 13.06 Nothing in this Licence authorizes the Licensee to in any way restrict the Government's right of access to the Licence areas or a road permit or the right of any other authorized entrant, user or occupier of these areas.
- 13.07 This Licence is the entire agreement between the parties as to the matters set out in this Licence, and all previous promises, representations or agreements between the parties, whether oral or written, are deemed to have been replaced by this Licence.

- 13.08 Unless otherwise defined in this Licence, if a word or phrase used in this Licence is defined in the legislation described in paragraph 14.02, the definition in the legislation applies to this Licence, and where the word or phrase in the legislation is replaced by a new word or phrase, this Licence is deemed to have been amended accordingly.
- 13.09 If any provision in this Licence is found to be invalid or unenforceable by a court of law, the remainder of this Licence is separately valid and enforceable to the fullest extent permitted by law.
- 13.10 The Licensee acknowledges that any information released to the Licensee by the Regional Executive Director, District Manager or the Government about the nature of the Licence area or the quality or quantity of timber, is not to be relied upon. Execution of this Licence by the Licensee is an absolute release by the Licensee of the Regional Executive Director or District Manager and the Crown from any claim that the Licensee may have in respect of the nature of the Licence area or the quality or quantity of timber.
- 13.11 The licensee, excluding those holding the licence in their individual capacity or as a First Nation recorded in Indigenous and Northern Affairs Canada Registration System, must be registered to do business under the *Business Corporations Act*, and the licensee maintain such registration in good standing throughout the term of the licence.
- 13.12 This document contains the entire agreement and no additional terms are to be implied.

14.00 INTERPRETATION AND DEFINITIONS

- 14.01 This Licence is divided into parts, paragraphs, subparagraphs, clauses and subclauses, illustrated as follows:

- 1.00 part;
- 1.01 paragraph;
 - (a) subparagraph;
 - (i) clause;
 - (A) subclause;

and a reference to a subparagraph, clause or subparagraph is to be construed as a reference to a subparagraph, clause or subclause of the paragraph, subparagraph or clause, as the case may be, in which the reference occurs.

- 14.02 In this Licence, unless the context otherwise requires, "forestry legislation" means the statutes and regulations, to which the Licence is subject including: the *Forest Act*, *Forest and Range Practices Act* and the *Wildfire Act*,

“Licence area” means the area allocated for the Licensee’s operations pursuant to this Licence and which for greater detail is outlined on the map found in Exhibit “A”,

“right of occupation” means the rights described in Whereas clause A that give the Licensee the right to occupy the land described in Schedule “A”.

IN WITNESS WHEREOF the Licence has been executed by the Licensor and the Licensee.

SIGNED by the Licensor)
on behalf of Her Majesty)
the Queen in Right of the)
Province of)
British Columbia in the)
presence of:)


Signature)


Print Witness Name)

THE COMMON SEAL of)
the Licensee was affixed)
in the presence of:)
)
)

Signature)

c/s

Dated

Print Name Witness)

(or)

SIGNED by the Licensee)
in the presence of:)
)
)


Signature)


Print Name Witness)

The Ruxton Island Property Owners Association


Russ Irish


Dated

SCHEDULE "A"

OTHER CONDITIONS AND REQUIREMENTS

- 1.00 Unless the Licenser specifies otherwise in writing, the Licensee must ensure that all reasonable steps are taken to:
- (a) notify the Licenser in writing in a form acceptable to the Licenser, when all obligations under this Licence are complete;;
 - (b) the rights granted under this licence are subject to other rights of use and occupation and the licensee must not interfere with exercise of those rights;
 - (c) the Licensee shall, concurrently with any harvesting operations, leave all areas in an orderly and sanitary condition;
 - (d) fire hazard abatement measures must be completed;
 - (e) if a previously unidentified cultural heritage resource feature is encountered during your activities, operations will cease to the extent necessary to protect the feature, until an evaluation of the feature can be carried out;
 - (f) the Licence does not convey any right or title to any timber which has been cut prior to the effective date of this licence and remaining on the area of land described in paragraph 1.01 and the Licensee must not impede or obstruct the District Manager from removing any such timber;
 - (g) the Licensee shall request from the District Scaling Supervisor to calculate volume of timber. The Licensee will, within one week of cutting timber:
 - measure the log length in meters, down to the tenth of a meter. If the measurement falls *exactly between two measures*, it will round to the nearest even.
 - measure the top diameter in centimeters inside the bark down to 10 cm.
 - measure the butt diameter inside the bark.
 - record the species (if known) (FI-fir, BA-balsam, CE-cedar, CY-cypress, MA-maple, AL-alder, SP-spruce, WH-white pine, LO-lodgepole pine).
 - take a photo of the logs and number them.
 - Contact Lynne Wheeler, District Scaling Supervisor to discuss and/or submit information. Email: dsiscaling@gov.bc.com or by telephone: 250-731-3044; and
 - (h) timber is to be placed in such a way as to be safe and available to remove.

SCHEDULE "B"
RESERVE TIMBER

- 1.01 The Licensee must not fell standing timber, or must not buck or remove felled or dead and down timber, as the case may be, if: **None**





MAP OF : L51472 (shown in bold black)			
FOREST REGION RVC FOREST DISTRICT DSI	TSA 38 LAND DISTRICT NANAIMO DISTRICT	PULPWOOD AGREEMENT	MGT UNIT TYPE TIMBER SUPPLY AREA MGT UNIT NO 38
ESF SUBMISSION ID 1893829 BCGS MAPSHEET NO 92G 002	SCALE 1:20000 at ANSI A Size Area (Ha) 0 158	UTM 10 NAD NAD 83	DRAWN BY FTA DATE Jul 26, 2019



Legend	
	Tenure Application
	Tenure Road Application
	Retired Tenure Road
	P of C
	P of T
	Crown Tenures
	Survey Parcels
	Freeway
	Arterial/Collector Road
	Local Road
	Forest Service Road
	Road Permit Road
	SUP Road
	Right of Way
	Non Status Road
	Recreation Trails
	Transmission Lines
	Pipelines
	Railway Tracks
	Lakes/Rivers/Streams
	Ocean
	Prov. Parks & Eco. Reserves
L51472 (0 158 Ha) PofC1 UTM10 446477 5436266	



THETIS ISLAND LOCAL TRUST COMMITTEE
DEVELOPMENT VARIANCE PERMIT
TH-DVP-2020.1 (RUXTON ISLAND PROPERTY OWNER'S ASSOCIATION)

TO: Ruxton Island Property Owner's Association

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

PID: 000-034-070

LOT 84, SECTION 31, NANAIMO DISTRICT, PLAN 17982

2. Pursuant to Section 498 of the *Local Government Act*, the **Thetis Associated Islands Land Use Bylaw No. 94, 2014, PART 5 ZONES, Section 5.1 Residential One – (R1), Subsection Siting and Size, Article (9)** The maximum size for a structure storing emergency service equipment is 20 square metres, with a maximum height of 6 metres:

- **is varied from twenty (20) square metres to fifty (50) square metres.**

This building size variance applies only to the described parcel and emergency equipment storage building as shown on **Schedule "A" – Site Plan and Elevations**, attached to and forming part of this Permit.

3. This permit is not a building permit and does not remove any obligation on the part of the permittee to comply with all other requirements of the Thetis Associated Islands Land Use Bylaw No. 94, including use and density, and to obtain other appropriate approvals necessary for completion of the proposed development.

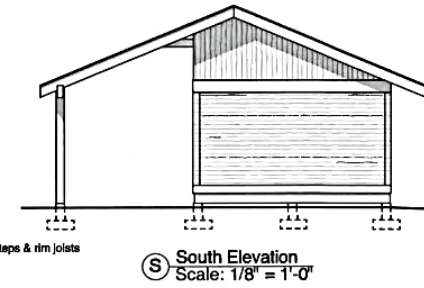
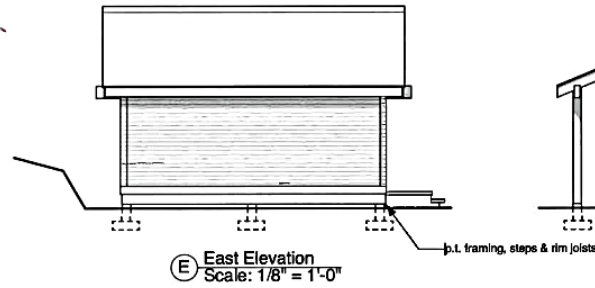
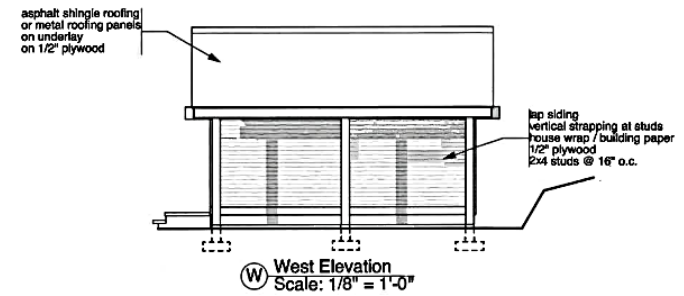
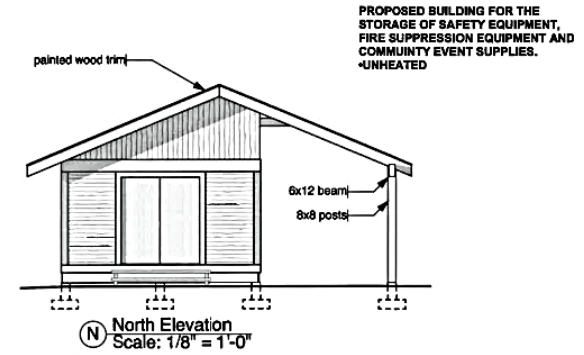
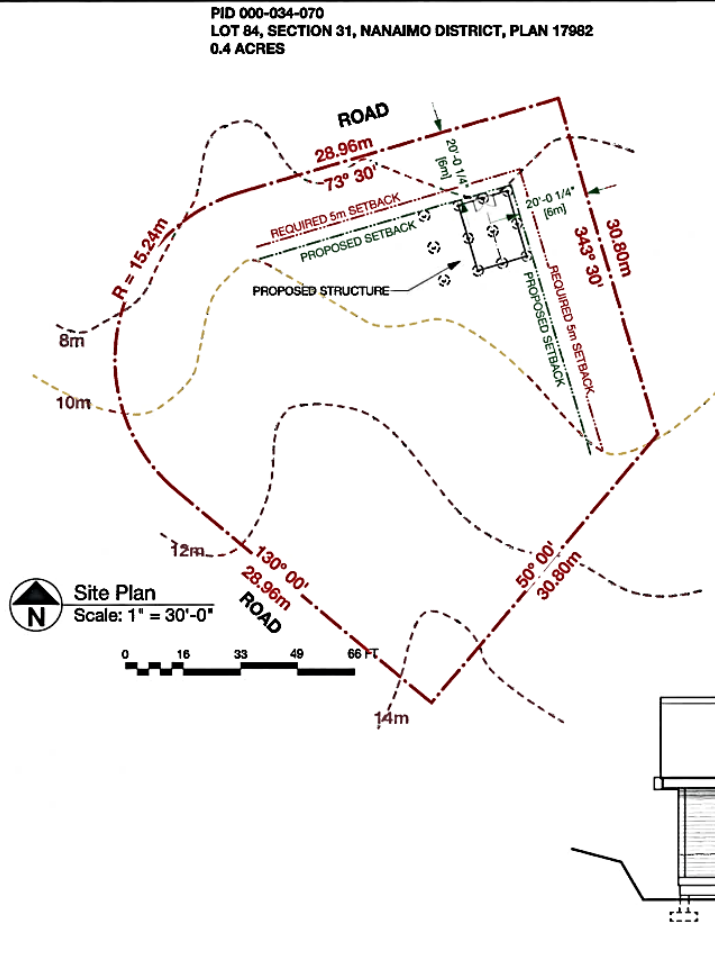
AUTHORIZING RESOLUTION PASSED BY THE THETIS ISLAND LOCAL TRUST COMMITTEE THIS _____TH DAY OF _____ 2020.

Deputy Secretary, Islands Trust

Date of Issuance

IF THE DEVELOPMENT DESCRIBED HEREIN IS NOT COMMENCED BY THE _____ DAY OF _____, 2022, THIS PERMIT AUTOMATICALLY LAPSES.

PROPOSED
DE-DVP-2020.1
Schedule "A" – Site Plan and Elevations



A1.0

PROPOSED STORAGE BUILDING
RUXTON ISLAND PROPERTY OWNERS ASSOCIATION

09 MAR., 2020 drawn by r. poulin



NOTICE

TH-DVP-2020.1

THETIS ISLAND LOCAL TRUST COMMITTEE
(Ruxton Island Property Owner's Association)

NOTICE is hereby given that the Thetis Island Local Trust Committee will be considering a resolution allowing for the issuance of a Development Variance Permit, pursuant to Section 498 of the *Local Government Act*, varying subsections of the Thetis Associated Island Land Use Bylaw No. 94, 2014, as follows:

Thetis Associated Islands Land Use Bylaw No. 94, 2014, PART 5 ZONES, Section 5.1 Residential One – (R1), Subsection Siting and Size, Article (9) The maximum size for a structure storing emergency service equipment is 20 square metres, with a maximum height of 6 metres:

- **is varied from twenty (20) square metres to fifty (50) square metres,**

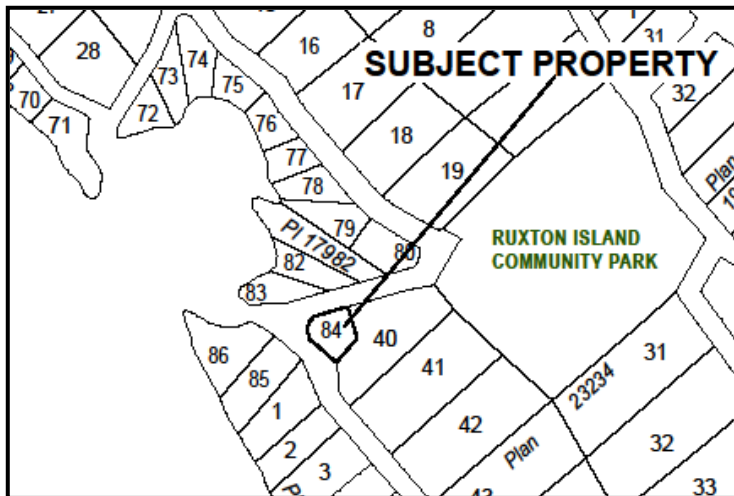
to permit the siting of a storage building for the purpose of housing fire suppression , emergency medical and safety equipment.

The subject property is legally described as:

PID: 000-034-070

LOT 84, SECTION 31, NANAIMO DISTRICT, PLAN 17982

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



If you have any questions or comments regarding the proposed Permit, please contact Ian Cox, Planner 1, at 250-247-2204; for Toll Free Access, request a transfer via Enquiry BC: in Vancouver 604-660-2421 and elsewhere in BC at 1-800-663-7867.

Written submissions should be sent to:

Mail: Islands Trust, 700 North Rd.

Gabriola, BC V0R 1X3;

Fax: 250-247-7514 or

Email: northinfo@islandstrust.bc.ca

A copy of the proposed Permit may be inspected at the Islands Trust Northern Office Bulletin Board, 700 North Road, Gabriola Island, BC, V0R 1X3, and is available on the Islands Trust website <http://www.islandstrust.bc.ca/islands/local-trust-areas/gabriola/current-applications/current-application-documents/> commencing **September 1, 2020** and continuing up to and including **September 15, 2020**. Also, attached for your convenience, is a copy of the proposed Permit.

Following the end of the notice period, the Thetis Island Local Trust Committee may consider issuance of the proposed Permit at its **Electronic Business Meeting** to be held at **9:30 am, Tuesday, September 29, 2020**.

To listen and/ or view the meeting or participate in the Town Hall portion of the Thetis Island Trust Committee meeting, on September 29, 2020, the public may join the meeting by:

- **Calling:** 855.703.8985 (Toll Free)
- **Logging into:** <https://islandstrust.zoom.us/j/61171002358>

The **Webinar ID number** is: **61171002358**

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

Becky McErlean,
Deputy Secretary

File No.: 6500-20
Riparian Areas Protection
Regulation Implementation

DATE OF MEETING: September 29, 2020
TO: Thetis Island Local Trust Committee
FROM: Marnie Eggen, Island Planner
Northern Team
COPY: Heather Kauer, Regional Planning Manager
SUBJECT: Thetis Island Riparian Areas Protection Regulation Implementation

RECOMMENDATION

1. That the Thetis Island Local Trust Committee request staff to distribute the “Riparian Areas Protection on Thetis Island: Guide to Proposed Development Permit Area” to property owners and residents of Thetis Island.

REPORT SUMMARY

This staff report provides a draft guide to proposed Bylaw Nos. 108 (OCP) and 109 (LUB) and a summary of referral responses received so far. Staff is recommending that a draft guide to the proposed development permit area be distributed to property owners and residents of Thetis Island.

BACKGROUND

The Thetis Local Trust Committee (LTC) passed the following resolutions at their last LTC meeting, held July 21, 2020:

TH-2020-018

It was **MOVED** and **SECONDED**,

that the Thetis Island Local Trust Committee Bylaw No. 108, cited as “Thetis Island Official Community Plan, 2011, Amendment Bylaw No. 1, 2020” be read a first time.

CARRIED

TH-2020-019

It was **MOVED** and **SECONDED**,

that the Thetis Island Local Trust Committee Bylaw No. 109, cited as “Thetis Island Land Use Bylaw, 2011, Amendment Bylaw No. 1, 2020” be read a first time.

CARRIED

TH-2020-020

It was **MOVED** and **SECONDED**,

that the Thetis Island Local Trust Committee has reviewed the Islands Trust Policy Statement Directives Only Checklist and determined that Bylaw No. 108, cited as “Thetis Island Official Community Plan, 2011, Amendment Bylaw No. 1, 2020” is not contrary to or at variance with the Islands Trust Policy Statement.

CARRIED

TH-2020-021

It was MOVED and SECONDED,

that the Thetis Island Local Trust Committee has reviewed the Islands Trust Policy Statement Directives Only Checklist and determined that Bylaw No. 109, cited as “Thetis Island Land Use Bylaw, 2011, Amendment Bylaw No. 1, 2020” is not contrary to or at variance with the Islands Trust Policy Statement.

CARRIED

TH-2020-022

It was MOVED and SECONDED,

that the Thetis Island Local Trust Committee request staff to refer Bylaw Nos. 108 and 109 to the following First Nations, Local Governments and agencies for comment:

- a) First Nations: Halalt First Nation, Lake Cowichan First Nation, Stz’uminus First Nation, Penelakut Tribe, Lyackson First Nation, Cowichan Tribes, Semiahmoo First Nation;
- b) Local Governments and Agencies: Islands Trust Conservancy, Salt Spring Island Local Trust Committee; Gabriola Local Trust Committee; Cowichan Valley Regional District; School District 79; Ministry of Forests, Lands, Natural Resource Operations and Rural Development, Ministry of Transportation and Infrastructure, Fisheries and Oceans Canada and the Thetis Island Advisory Planning Commission.

CARRIED

TH-2020-023

It was MOVED and SECONDED,

that the Thetis Island Local Trust Committee endorse the draft amended project charter dated July 21, 2020.

CARRIED

Reports and associated information for the project are available on the Islands Trust website, under [Projects and Initiatives](#).

ANALYSIS**Issues and Opportunities**

The following are for LTC consideration:

- Draft Guide to Proposed Bylaw Nos. 108 and 109
- Summary of Bylaw Referral Responses

Draft Guide to Proposed Bylaw Nos. 108 and 109

Staff have prepared a guide to proposed Bylaw Nos. 108 and 109 for distribution ahead of an anticipated public hearing and associated community information meeting. Staff recommend distributing the guide by mail out to the property owners directly affected by the proposed development permit area and that a copy be distributed to each post box on Thetis Island to reach those currently residing on island.

Consultation

Summary of Bylaw Referral Responses

At the time of report writing, the following referral responses were received and have been posted to the projects webpage. These are listed in Table 1 below. The referral response period ends September 28. Any referral responses received subsequent to the preparation of this staff report will be brought to the following LTC meeting for consideration.

Table 1: Summary of Referral Responses and Recommended Actions

Agency/First Nation	Summary Response to Bylaw Referral	Recommended Action
Cowichan Tribes	Supports the adoption of the bylaws.	None
Cowichan Valley Regional District	Interests unaffected.	None
Salt Spring Local Trust Committee	Interests unaffected.	None

Referral to the Thetis Island Advisory Planning Commission

The Thetis Island Advisory Planning Commission (APC) were among the referral agencies who were requested to provide comments. They are currently organizing to hold an APC meeting in accordance with COVID 19 public health orders for public gatherings, where social distancing can be maintained and no more than 50 people can attend. An outdoor venue was being pursued; however, efforts may be delayed by the air quality advisory due to continued wildfire smoke originating from wildfires in the United States.

Timeline

The proposed bylaws will be processed in accordance with the Project Charter, endorsed by the LTC on July 21, 2020. Once the bylaw referral period ends and all bylaw referral responses have been considered by the LTC, staff recommend that a public hearing could be scheduled.

Rationale for Recommendation

Staff have prepared a draft guide to the proposed development permit area to be distributed to Thetis Island land owners and residents as per the Project Charter. The staff recommendation is found on Page 1 of the report.

ALTERNATIVES

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

1. Request Changes to the draft Guide to Proposed Development Permit Area

The LTC may request changes to the draft Guide prior to making a decision. Staff advise that the LTC should describe the specific changes requested. Recommended wording for the resolutions is as follows:

That the Thetis Island Local Trust Committee request staff to make the following changes to the draft Riparian Areas Protection on Thetis Island: Guide to Proposed Development Permit Area: [insert changes].

That the Thetis Island Local Trust Committee request staff to distribute the Riparian Areas Protection on Thetis Island: Guide to Proposed Development Permit Area as amended to property owners and residents of Thetis Island.

NEXT STEPS

Should the LTC concur with the staff recommendations, staff will distribute the guide to the proposed Development Permit Area to land owners and residents on Thetis Island.

Submitted By:	Marnie Eggen, RPP, MCIP Island Planner	September 17, 2020
Concurrence:	Heather Kauer, RPP, MCIP, AICP Regional Planning Manager	September 18, 2020

ATTACHMENTS

1. Draft Guide to Proposed Bylaw Nos. 108 and 109

Riparian Areas Protection on Thetis Island

A GUIDE to Proposed DEVELOPMENT PERMIT AREA

Fall 2020
Thetis Local Trust Committee



THIS GUIDE...

is provided to inform residents and land owners about the **proposed changes** to the **Thetis Island Official Community Plan and Land Use Bylaw**. These changes are intended to establish a **new Development Permit Area on Ralston Creek** for the purposes of bringing Thetis Island into compliance with the provincial Riparian Areas Protection Regulation (RAPR). Please review the enclosed information and contact the Islands Trust Northern Office if you have questions or comments.

HOW WOULD THIS DEVELOPMENT PERMIT AREA WORK?

If you were to undertake a development activity (as defined on reverse page) within 30 metres of Ralston Creek (as illustrated on map on reverse page), you would be required to submit a development permit application prior to development. As part of the application, you would be required to hire a Qualified Environmental Professional (QEP) who would assess the potential impact of your proposed activity on the riparian area and determine the size of the Streamside Protection and Enhancement Area (SPEA). The SPEA is the 'no-development zone' along the side of the stream that is too sensitive for any land alteration activity. The QEP will also prescribe mitigation or enhancement measures to be undertaken to protect the SPEA from the development activity. The QEP's assessment report will be required to be submitted along with the application.

In order to be approved, the development would need to meet the set of Development Permit guidelines, found in proposed Bylaw 109 on the Islands Trust website.

WHAT ARE RIPARIAN AREAS?

Riparian areas are the areas bordering streams, lakes and wetlands that connect water to land. These areas support a diversity of plants and animals, provide important refuges and migration routes for birds and wildlife, and support fish life processes.

In addition, riparian areas play a key role in maintaining the natural hydrologic cycle of a watershed by stabilizing stream channels, reducing erosion, filtering impurities and sediment, capturing and storing runoff water and precipitation and recharging aquifers that store groundwater.

WHAT IS THE RIPARIAN AREAS PROTECTION REGULATION?

The Riparian Areas Protection Regulation (RAPR) (formerly known as Riparian Areas Regulation (RAR)) is provincial legislation that protects fish habitat and requires local governments to enact bylaws that protect riparian areas during development. It applies to a "Riparian Assessment Area" (RAA) which is all land within 30 metres of a RAPR-designated stream. A **STREAM** is defined in RAPR to include **any watercourse - whether or not it contains water year round - that contributes to fish habitat and includes ponds, lakes, rivers, creeks, ditches, springs, and wetlands if they are connected by surface flow to fish habitat**. On Thetis Island, Ralston Creek is confirmed to be a RAPR-designated stream.



Islands Trust

Northern Office

700 North Road | Gabriola Island

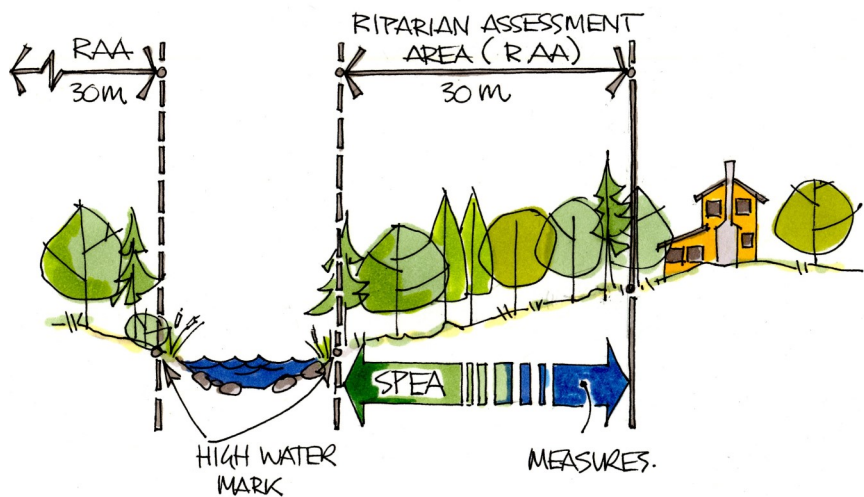
British Columbia | V0R 1X3

Phone: 250.247.2063

Toll Free: 1.800.663.7867

Fax: 250.247.7514

E-mail: northinfo@islandstrust.bc.ca



Activities in the Riparian Assessment Area that would REQUIRE a Development Permit:

- Subdivision of property.
- Addition, removal, or alteration of soil, or vegetation.
- Addition, removal or alteration of a building or structure.
- Creation of non-structural, impervious or semi-impervious surfaces (e.g. pavement).
- Application of artificial fertilizers, pesticides or herbicides.

Activities in the Riparian Assessment Area that would NOT REQUIRE a Development Permit:

- Repairs or non-structural alterations or additions that do not change either the existing foundation or the footprint of a pre-existing building or structure.
- Maintenance of areas already subject to human disturbance:
 - Areas where soil or vegetation has been added, removed or altered (e.g. garden, lawn, landscaped area).
 - Areas modified for agriculture (e.g. crops, pasture, range, hayfields and normal farm practices).
 - Areas used for resource extraction that have not be restored.
- Removal of trees that pose a risk to life or property.
- Pruning of not more than 2 trees in one growing season.
- Emergency procedures to prevent immediate threats to life and property (erosion, flooding or fire).

Current Building Setback from Streams also applies

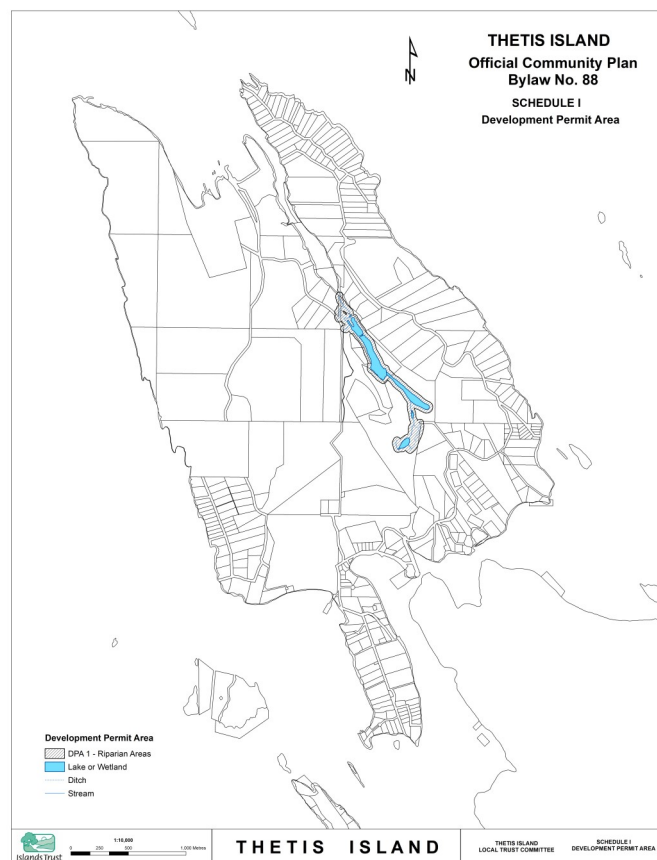
The current setback for buildings to streams is 30.5 metres and will continue to apply in addition to the proposed Development Permit Area for Ralston Creek.

PROPOSED BYLAW CHANGES

Proposed Bylaws 108 and 109 establish a Development Permit Area (DPA) to protect Thetis Island Riparian Areas as they pertain to fish habitat and RAPR. Bylaw 108 sets out amendments to Thetis Island's Official Community Plan, which provides a context and rationale for protection, and delineates the location of the DPA—Ralston Creek. Bylaw 109 sets out amendments to Thetis Island's Land Use Bylaw, listing the applicable development activities, exempted activities, and prescribes the guidelines that must be met before the Development Permit can be approved.

TIMELINE AND NEXT STEPS

The Local Trust Committee gave first reading to the bylaws in July 2020. A public hearing is anticipated as early as Winter 2020/21. Public input can be received by the Local Trust Committee anytime during the bylaw amendment process and up until the end of a public hearing.



For more information on the proposed Development Permit Area and the Provincial Riparian Area Protection Regulations, please visit:

www.islandstrust.bc.ca

<https://www2.gov.bc.ca/gov/content/environment/plants-animals-ecosystems/fish/aquatic-habitat-management/riparian-areas-regulation/citizen-resources>



Islands Trust Conservancy Report to Local Trust Committees and Bowen Island Municipality July 14, 2020

Islands Trust Conservancy Board News

The Islands Trust Conservancy Board endorsed proposed adjustments to the 2020 annual monitoring program for nature reserves and conservation covenants due to the COVID-19 pandemic.

The Board and the Executive Committee shared a liaison meeting, July 14, 2020 and discussed:

- Working with the Province, including potential changes to Natural Area Protection Tax Exemption Program (NAPTEP) legislation and a Provincial funding request
- Working with Trust Council, including work associated with the Climate Change Emergency Declaration, ITC Budgets and ITC work towards a strategic charitable giving program
- Other items as per the agenda at <http://www.islandstrustconservancy.ca/about-us/meetings/>

The liaison meeting occurs annually as per Islands Trust policy.

Regional Conservation Plan Updates

The science-based and community-informed Regional Conservation Plan guides the work of ITC. The ITC continues to work towards 4 long-term goals and 25 objectives that further conservation in the entire Trust Area. For more information, visit www.islandstrustconservancy.ca/media/84821/itc_2018-11_rcp-2018-2027-web_final.pdf.

Goal 1 – Science-based Conservation Planning

Islands Trust Acting Senior Policy Advisor presented a brief overview of the Climate Action Plan (CAP) currently in development by the Climate Policy Working Group (CPWG). The CPWG supports joint collaboration and communication between Trust Area Services, Local Planning Services and ITC for incorporating climate change into policy guidance. Resources will be used from both Trust Area Services and Islands Trust Conservancy.

Goal 2 – Strong relationships with First Nations

The ITC Board considered ways to advance engagement with First Nations through considerations in all of its land management and acquisition decisions.

Goal 3 – Protection of core conservation areas

Property Management

Staff are conducting a reduced monitoring season to accommodate travel restrictions due to COVID-19.

The ITC Board approved conservation covenant management plans for Winter Wren Wood on Denman Island (see island updates below).

Land Acquisition and Covenants

The ITC Board approved the transfer of 3.4 ha of land on Keats Island which will become the Sandy Beach Nature Reserve. This will be the ITC's 30th Nature Reserve and was a requirement of rezoning as directed by the Gambier Island Local Trust Committee.

The ITC approved a small covenant on Salt Spring Island which will provide a buffer area for the Lower Mount Erskine Nature Reserve which is managed by the ITC.

Goal 4 – A strong voice for nature conservation

The Board directed staff to prepare a histogram showing the size distribution of Island Trust Conservancy nature reserves and covenants.

Activities by Local Trust Area/Island Municipality

Denman – The Board approved the Denman Conservancy Association's update of the Management Plan for Winter Wren Wood dated April 18, 2020 with the recommendation that the Denman Conservancy seek assistance from ITC staff or First Nations such that the property management becomes inclusive of climate change and reconciliation.

Gambier – The Board directed the Chair to sign the Transfer Agreement, between the Convention of Baptist Churches of British Columbia and the Islands Trust Conservancy, for the transfer of Sandy Beach. The Board directed staff to bring recommendations to the Board regarding the use of the required \$12,000 contribution from the Convention of Baptist Churches.

Salt Spring – The Board authorized the Chair to sign a conservation covenant over a small area adjacent to the Lower Mount Erskine Nature Reserve which is managed by ITC.

Please feel free to contact the Islands Trust Conservancy for more details.

Kate-Louise Stamford, Chair kstamford@islandstrust.bc.ca

Islands Trust Conservancy itcmail@islandstrust.bc.ca



Development Variance Permit

File Number	Applicant Name	Date Received	Purpose
TH-DVP-2020.1	Ruxton Island Property Owners Association (Irish)	19-Jun-2020	PID: 000-034-070 Building storage building for safety equipment and community events supplies. Civic address: Lot 84, Ruxton Island, BC.

Planner: Ian Cox

Planning Status

Status Date: 20-Jul-2020

September 29th LTC meeting agenda item.

Status Date: 10-Jul-2020

Application received, payment receipted, ready for planner

Status Date: 24-Jun-2020

File opened & assigned; holding for application

Islands Trust
 LTC EXP SUMMARY REPORT F2021
 Invoices posted to Month ending July 2020

670 Thetis	Invoices posted to Month ending July 2020	<u>Budget</u>	<u>Spent</u>	<u>Balance</u>
65000-670	LTC "Trustee Expenses"	166.00	0.00	166.00
LTC Local				
65200-670	LTC - Local Exp - LTC Meeting Expenses	711.00	194.50	516.50
65210-670	LTC - Local Exp - APC Meeting Expenses	359.00	0.00	359.00
65220-670	LTC - Local Exp - Communications	250.00	0.00	250.00
65230-670	LTC - Local Exp - Special Projects	294.00	0.00	294.00
TOTAL LTC Local Expense		<u>1,614.00</u>	<u>194.50</u>	<u>1,419.50</u>
Projects				
73001-670-3008	Thetis RAR	3,500.00	0.00	3,500.00
TOTAL Project Expenses		<u>3,500.00</u>	<u>0.00</u>	<u>3,500.00</u>

Thetis Island Local Trust Committee Policies & Standing Resolutions

No.	Meeting Date	Resolution No.	Issue	Policy
1.	July 3, 2012	TH-03-2012	Professional Minute taker for APC meetings	It was MOVED and SECONDED that the Thetis Island Local Trust Committee authorizes the payment of funds from its local expense account to pay for a minute taker for Advisory Planning Commission meetings.
2.	August 28, 2018	TH-2018-036	Suspension of enforcement action regarding unlawful non-tourist accommodation at 49 Harbour Road	It was MOVED and SECONDED that the Thetis Island Local Trust Committee adopt the following standing resolution: 1. That whereas the Thetis Island Local Trust Committee intends to facilitate a community process to consider allowing Temporary Use Permits (TUP) to permit temporary non-tourist accommodation use, staff are directed to take no enforcement action against properties where temporary accommodations used for non-tourist accommodation exist. In particular, staff are directed to suspend enforcement action regarding unlawful non-tourist accommodation at 49 Harbour Road, Strata Lot B, District Lot 1, Thetis Island, Cowichan District, Strata Plan EPS644; together with an interest in the Common Property shown in proportion to the unit entitlement to the Strata Lot show on Form V. PID 028-987-691. 2. That nothing in this enforcement policy should be interpreted as giving permission to any party to violate Thetis Island Land Use Bylaw No. 89 and the Thetis Island Local Trust Committee may change this policy at any time and may give direction to commence enforcement activities with respect to the identified properties at any time without notice. That unless the Thetis Island Local Trust Committee extends the effective period, this enforcement policy expires on July 30, 2019, or when the temporary use permit review project is complete, whichever is the sooner.
3.	August 28, 2018	TH-2018-041	Non-medical cannabis retail applications	It was MOVED and SECONDED that the Thetis Island Local Trust Committee adopt the following standing resolution with respect to the processing of non-medical cannabis retail license applications: • Proposed or amended licenses for non-medical cannabis retail establishments require an application to the Local Trust Committee. • The application process shall comprise a public consultation component, which includes at least one notification to neighbours, one public meeting, posting of public notices and one advertisement in a local periodical.

No.	Meeting Date	Resolution No.	Issue	Policy
				- The public consultation process shall be determined by the Local Trust Committee after initial review of the proposal. - However, as a minimum, the local trust committee will mail or otherwise deliver a notice to all owners and residents of properties within a 500 metre radius of the subject property where the establishment is proposed at least 10 days before adoption of a resolution providing comment on the application. The required notice shall include the following information: - Name of the applicant and a description of the proposal in general terms - The location of the proposed establishment and the subject site - The place where, date and time when, both a public meeting will be held and a resolution of the Local Trust Committee considered. - The name and contact information of the Islands Trust planning staff member who can provide copies of the proposed or amended license application - How public comments may be submitted to the Local Trust Committee.
4.	December 12, 2018	TH-2018-053	Cannabis License Applications	It was MOVED and SECONDED that the Thetis Island Local Trust Committee adopt the following standing resolution: that the Thetis Island Local Trust Committee requests that Notices of Intention to Apply for a Federal Cannabis License be forwarded to the Local Trust Committee upon receipt by the Islands Trust.
5.	February 22, 2019	TH-2019-020	Electoral Area Director	It was MOVED and SECONDED that the Thetis Island Local Trust Committee adopt the following standing resolution: that the Thetis Island Local Trust Committee request staff to circulate future meeting agendas to the Electoral Area Director and provide an invitation to attend or provide reports to the Local Trust Committee.
6.	April 23, 2019	TH-2019-026	LTC to engage in Reconciliation with local First Nations, governments and the island community	It was MOVED and SECONDED that the Thetis Island Local Trust Committee adopt the following standing resolution: Whereas the Local Trust Committee seeks to engage in Reconciliation with local First Nations, governments and the island community by honouring the Truth and Reconciliation Commission Calls to Action, United Nations Declaration on the Rights of Indigenous Peoples, Draft Principles that Guide the Province of

No.	Meeting Date	Resolution No.	Issue	Policy
				British Columbia's Relationship with Indigenous Peoples, and Islands Trust First Nations Engagement Principles, the Local Trust Committee endeavours to: a) Annually, write a letter to First Nations, (re)introducing trustees and staff and provide a schedule of known Local Trust Committee meetings for the upcoming year, as well as, provide an update of current projects and advocacy activities; b) For various Local Trust Committee meetings, invite elders from local First Nations to attend and provide a traditional welcome to the territory; c) Work with First Nation governments on cooperative initiatives, including and not limited to, language, place names, territorial acknowledgements, and community education on Coast Salish and local First Nations' cultural heritage and history; d) Work with First Nation governments on engagement principles for inclusive land use, marine use, and climate change planning; advocacy, protection and stewardship; and knowledge and information sharing protocols; e) Establish and maintain government to government dialogue with First Nations, now and into the future, based on respect and recognition of Aboriginal rights and title, treaty rights, and First Nations' traditional territories within the Islands Trust Area.
7.	February 11, 2020	TH-2020-001	Electoral Area Director Reports	It was MOVED and SECONDED that the Thetis Island Local Trust Committee request staff to add a standing resolution that the Cowichan Valley Regional District Area G Saltair/Gulf Islands Director Report reports will be posted to the website.

Top Priorities Report

Thetis Island

1. Riparian Areas Regulation Implementation

Ensure protection of freshwater ecosystems in the Ralston Creek watershed through implementation of a development permit area.

Responsible

Marnie Eggen

Dates

Rec'd: 07-Sep-2011
Target: 15-Nov-2014

2. Coastal Shoreline Protection

LTC to review the Coastal Douglas Fir and Associated Islands Toolkit and CVRD's Bylaw 2500, Section 20.3 Ocean Shoreline Protection Development Permit Area.

Responsible

Marnie Eggen

Dates

Rec'd: 19-Nov-2019

3. Relationship Building with First Nations

Potential topics to explore:
Bylaw referrals; Land & marine use on & around Lyackson Island; Shared Narrative of Place; Co-governance/co-management; follow up from Associated OCP/LUB review: land use considerations for clam gardens; explore private docks as a permitted use; potential impacts of ocean geothermal loops; switchback fencing in setback to the sea.

Responsible

Marnie Eggen

Dates

Rec'd: 27-Feb-2018



Projects Report

Thetis Island

1. *LUB Amendments*

Responsible

Date Received

- research short-term vacation rentals of principle dwellings in the R-2 zone
- rainwater storage requirements
- support the construction of a storage building prior to construction of a principal dwelling.

07-Sep-2011

2. *Island-wide watershed protection*

Responsible

Date Received

TBD

21-Nov-2012

3. *Pilkey Point/Marina Drive Slough Support for Habitat Restoration*

Responsible

Date Received

Include research potential for riparian area inclusion.

20-Nov-2013

4. *Sensitive Ecosystems Education and Engagement*

Responsible

Date Received

Environmental education and engagement efforts, in particular with owners on the Associated Islands, to explore ways to protect sensitive ecosystems in the Area.

19-Mar-2014

5. *Associated Islands OCP and LUB*

Responsible

Date Received

Scope does not include Valdes Island, but includes establishing a Memo of Understanding with the Stzuminus Nation for a stakeholder process regarding Bute and Dunsmuir Islands.

07-Sep-2011



Projects Report

Thetis Island

6. Letter of Understanding between the Thetis LTC and the Cowichan Valley Regional District

Responsible

Date Received

Planning staff to begin drafting once project progresses to Priorities.

24-Nov-2015

7. Amendments to the Thetis Island OCP and LUB

Responsible

Date Received

Staff to provide staff report when time permits.

12-Jan-2017

Items moved back to Projects List:

- (housekeeping)4.3(d) amend to say: In addition to s. 4.3(a), (b), and (c)...
- (housekeeping) objectives and policies re sea level rise (was resolution to include in draft but did not make it in to adopted OCP).
- OCP/LUB amendments to consider ocean loop geothermal exchange systems.
- explore measures to address impacts of wharf related structures.

8. Consolidating lots for community benefit of Ruxton Island

Responsible

Date Received

17-Oct-2017

9. Review Thetis Island TUPs to include non-tourist accommodation

Responsible

Date Received

To be advanced to top priorities at earliest convenience.

17-Apr-2018

10. Thetis Associated Islands Land Use Bylaw Amendment, Ruxton Island Community Dock Review Project

Responsible

Date Received



Projects Report

Thetis Island

Reference Ruxton Island Private Moorage Structures project for preliminary consultation.

22-May-2018

11. *Incorporation of the Regional Conservation Plan into Thetis LTA OCPs and LUBs*

Responsible

Date Received

Investigate and provide recommendations on how to incorporate the plan elements into Thetis, Valdes, and Associated Islands OCPs and LUBs.

28-Aug-2018

12. *Cannabis Production and Retail Sales*

Responsible

Date Received

Consideration of regulations to guide cannabis production and retail sales activities.

11-Dec-2018

13. *Affordable Housing Strategy*

Responsible

Date Received

Housing for young families, workers and seniors; community engagement

11-Dec-2018

14. *Model Consultation Process for Antenna Systems*

Responsible

Date Received

To amend the Model Consultation Process for Antenna Systems (from the "Model Strategy for Antenna Systems") to include APC recommendations from January 23, 2020 APC meeting and LTC resolutions from February 11, 2020 LTC meeting.

11-Feb-2020

15. *Plan to Improve Community Engagement Policy and Practice and to include First Nations*

Responsible

Date Received

Reference: "Proposal for a Thetis Island Official Community Plan Engagement Strategy" discussed at February 11, 2020 LTC meeting.

11-Feb-2020

Projects Report

Thetis Island

16. <i>Explore zoning the unzoned area of water between the Associated Islands Official Community Plan and the Thetis Island Official Community Plan adjacent to Scott Island and Dayman Island</i>	Responsible	Date Received
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21-Jul-2020
