



File No.: SS-RZ-2017.3

DATE OF MEETING: December 17, 2019
TO: Salt Spring Island Local Trust Committee
FROM: Geordie Gordon, Planner 1
Salt Spring Island Team
COPY: Stefan Cermak, Regional Planning Manager
SUBJECT: Rezoning for second dwelling unit
Applicant: Jamie Colligan & Robyn Kelln
Location: 2188 North End Rd

RECOMMENDATION

1. That the Salt Spring Island Local Trust Committee proceed no further with rezoning application SS-RZ-2017.3 (2188 North End Road).

REPORT SUMMARY

This is the second report concerning a rezoning application to make lawful a second dwelling unit on the subject property as an affordable rental dwelling unit. This second dwelling unit was built subsequent to construction of the principal single-family dwelling on the property and authorized for use only for the owner's parents, after which it was required to be decommissioned as a dwelling. Failure to decommission the dwelling as required by the covenant has resulted in a longstanding bylaw violation file (SS-BE-2005.39).

OCP policies suggest that any increases in residential density on Salt Spring Island should be for the provision of affordable housing. Guaranteeing the affordability of such housing requires a housing agreement. The applicant has therefore applied to rezone the property to permit an additional affordable housing dwelling unit.

Staff do not recommend proceeding with the application for a number of reasons. The impact on neighbouring wells has not been established in spite of the information provided by the applicant. Authorizing the second dwelling at this point may set an undesirable precedent given the bylaw enforcement history on the dwelling. Finally, the enforcement of a housing agreement for this single unit may be difficult and create an administrative burden.



Figure 1: Context Map of Subject Property



Figure 2: 2017 Orthophoto of Subject Property

BACKGROUND

A preliminary Staff Report was presented at the Salt Spring Island Local Trust Committee (LTC) regular meeting of January 29, 2019, where the LTC passed the following resolution:

SS-2019-29

It was MOVED and SECONDED,

that the Salt Spring Island Local Trust Committee request staff to work with the applicant regarding rezoning application SS-RZ-2017.3 (2188 North End Road).

CARRIED

This report brings forward the result of that work, as directed by the LTC.

The preliminary Staff Report – including plans and photos, site context, and policy checklist – is provided on the [Salt Spring Island Current Applications web page](#).

ANALYSIS

Policy/Regulatory

Islands Trust Policy Statement:

If the LTC resolves to proceed with the application, staff will provide a report assessing compliance with the Policy Statement based on the Directives Only Checklist as set out in section 1.9 of Trust Council Policy 1.3.

Official Community Plan:

As described in the initial staff report, the following OCP policies have been identified as being significant when considering the proposed rezoning:

- Affordable housing is strongly encouraged and supported to address a variety of housing needs within a framework that limits growth and protects the natural environment.
- Any application that proposes an increase in water use should include evidence that existing wells, springs, and neighbouring uses will not be affected.
- Rezoning applications that propose increased density should address climate change and include energy and water efficient features.

Land Use Bylaw:

Aside from the non-conforming second dwelling, the property conforms to its Rural (R) zoning.

If the LTC directs staff to draft a bylaw, staff consider that a new Rural zone variant could be established where the additional principal use of one affordable housing dwelling unit with a floor area maximum of 70 square metres. The Land Use Bylaw provides the following relevant definition:

“dwelling unit, affordable housing” is a deed restricted and/or a rent controlled dwelling unit that is secured by a housing agreement registered on title, and may include special needs housing and seniors dwelling units.

Issues and Opportunities

Affordable Housing Agreement

The following OCP definition is relevant to the consideration of the application:

“affordable housing” – describes rental or owned housing that can be acquired with 30 per cent of the median gross income of families or individuals on Salt Spring Island.

As is the definition of ‘**core housing need**’ from [Statistics Canada](#):

A household is said to be in '**core housing need**' if its housing falls below at least one of the adequacy, affordability or suitability standards and it would have to spend 30% or more of its total before-tax income to pay the median rent of alternative local housing that is acceptable (meets all three housing standards).

Housing standards are defined as follow:

Adequate housing is reported by their residents as not requiring any major repairs.

Affordable housing has shelter costs equal to less than 30% of total before-tax household income.

Suitable housing has enough bedrooms for the size and composition of resident households according to National Occupancy Standard (NOS) requirements.

The previous staff report contains a detailed analysis of what may be considered as affordable housing based on Statistics Canada data as it relates to the portion of income (30 per cent) that may be spent on housing and still be considered affordable. The results of this analysis are summarized in the following tables:

	Annual	Monthly	x 30 percent
Median total individual income in 2015	\$29,978	\$2498	\$749
Median total household income in 2015	\$75,227	\$6269	\$1881

Table 1: Calculation of OCP affordable housing threshold

Staff note that this affordability threshold of \$1881 would place 58 percent of the Salt Spring Island population in core housing need – and included the following analysis of proposed affordable rents.

	Monthly Rent	Hourly	Required Income Monthly	Annual
OCP Threshold	\$1,881	\$36.18	\$6,270	\$75,240
Current Rent	1,050	20.19	3,500	42,000
Potential Rent A	1,150	22.12	3,833	46,000
Potential Rent B	1,250	24.04	4,167	50,000
Proposed Post-Rezoning Rent	1,350	25.96	4,500	54,000

Table 2: Potential monthly rents and corresponding required income

At time of the initial staff report, Islands Trust was in the process of establishing capacity to more effectively administer housing agreements on behalf of Local Trust Committees. This process has been further established, and documents that describe the process, as well as a housing agreement template has been appended to this report (*see appendix 1*). The housing provider would be required to submit an annual report to Islands Trust detailing how the terms of the housing agreement have been fulfilled.

However, Islands Trust currently has no policy regarding criteria to be met for entering into a housing agreement. As this housing agreement is for a single unit with a private land owner, the LTC may wish to consider that enforcement of the housing agreement may be difficult due to the cost of legal action to enforce terms of the agreement as may be required if not complied with. In developing the housing agreement process, Islands Trust staff have highlighted the difficulty in ensuring housing agreements are fully enforced, due in part to the reliance on the owner or operator to confirm compliance with the housing agreement. If a breach of the covenant is discovered, the options for the LTC to seek compliance would escalate from seeking voluntary compliance, to mediation, and finally a court order. Islands Trust staff have also noted the difficulty in determining the veracity of documents and reports supplied to Islands Trust as part of a housing agreement.

In preparation of a housing agreement, the applicant has provided the following information as a basis for the agreement.

- Current rent is \$1050/month. Proposed rent is \$1350/month;
- Selection process for determining eligible tenants: local worker with children, single parents, seniors;

Staff note that tenants such as single parents or single occupants would not match the household income threshold, the corresponding rent would need to be approximately \$750/month.

- The applicant intends to offer longer term leases, such as a three-year term;

Staff note that all conditions will be contained in the housing agreement

- The applicant will manage the property for maintenance and other management concerns;
- No funding from third parties is required.

In discussion with staff, the applicant has indicated a willingness to provide for monitoring costs as a condition of the housing agreement, though the agreement has not been drafted at this point.

If the LTC chooses to proceed with this application, staff will work with the applicant to develop a housing agreement as per the Islands Trust process outlined in the Application Guide (*see appendix 1*).

In addition to approval by the LTC, a bylaw to enact the housing agreement must be approved by Islands Trust Executive Committee (EC). When referring the bylaw to EC, staff are required to provide information on the following implication to the Islands Trust organization, among others:

Implication	Staff Comments
Organizational – i.e. additional staffing	It is not anticipated that additional staffing will be required as a result of the housing agreement. However, this may change as a result of the number of housing agreements Islands Trust LTCs choose to enter into, particularly for one-unit agreements.
Financial – i.e. increase enforcement or administrative costs	It is anticipated that entering into housing agreements will increase financial costs related to administration, and potentially enforcement if required.
Policy – i.e. whether the bylaw conflicts with Islands Trust policies	It is not anticipated that bylaws to enact housing agreements conflict with Islands Trust policies; The current staff guide for affordable housing agreements cautions that a housing agreement can be denied if there is reasonable doubt that a project may not be compliant with a housing agreement.

Water Quantity

The applicant has submitted the following reports and documentation regarding the quantity of water available to supply the second dwelling, as well as the impact on neighbouring wells.

- Report from Steven M. Carballeria, P.Geo. dated June 5 (*appendix 2*);
- Report from Crystal Campbell, Environmental Technician, which was concurred by Chris Zamora, R.P.Bio., dated July 8, 2018, confirming that “no surface watercourses/waterbodies were found within the area that would be impacted by well use within the subject property” (*appendix 3*);

Based on this report, staff have no concerns that use of the well for the second dwelling would significantly impact any springs necessary to maintain fish habitat.

- Letter from Steven M. Carballeria, P.Geo, dated August 31, 2018 regarding the impact of the well on neighbouring properties (*appendix 4*);
- Documentation, in the form of a petition, from surrounding land owners that they are not opposed to the rezoning (*appendix 5*).

As noted in the initial staff report, planning staff have reviewed the June 5, 2018 Carballeria report in consultation with Senior Freshwater Specialist William Shulba and reiterate the following concerns:

- The pump tests were carried out for a duration of four hours – the minimum commonly accepted duration, which may not be sufficient to identify flow rates over time.
- No neighbouring wells were monitored, so the report does not address impacts on neighbouring wells, despite the letter submitted August 31, 2018 detailing that impacts are unlikely.
- The analysis does not consider summer drought that may worsen from climate change nor the impact of cumulative summer drawdown by all groundwater users in that aquifer.
- The report did not provide an assessment of the state of the well head.

In addition, Senior Freshwater Specialist William Shulba has added the following comment

- The report did not discuss aquifer parameters including but not limited to hydraulic conductivity and storativity typically associated with proving adequate groundwater supply

If the LTC resolves to proceed with the application, staff have provided a resolution at the end of this report to request a further engineer report to demonstrate that the lot can be developed in complete accordance with OCP policy C.3.3.2.2.

Existing Covenant

The dwelling unit that is the subject of this application was established through a covenant in 1992. The zoning at the time did not permit the development of the second dwelling, and so the covenant was registered contrary to the uses permitted under the Land Use Bylaw at the time. Under the terms of the covenant, the dwelling was permitted as housing for the parents of the covenanter only, and that within 30 days of that use ceasing, the building was to be converted to a non-residential use. According to Islands Trust files, the owner that was signatory to the covenant sold the property in 1994.

In order for the LTC to proceed with the rezoning, removal of the covenant on title is prudent. The applicant has presented staff with a covenant discharge form (*see appendix 6*).

In deciding whether to remove the covenant, the LTC may wish to consider that the second dwelling was at no time permitted by the Land Use Bylaw, nor is the property of a sufficient size (greater than 1.2 ha.) to permit a seasonal cottage. The size of the second dwelling also exceeds the permitted seasonal cottage floor area.

Consultation

No referrals have been conducted to date. If the LTC directs staff to draft a bylaw, staff will provide a list of referral agencies for consideration in a subsequent staff report.

Correspondence

Although the application has yet to be subject to any consultation or referrals, the LTC is in receipt of two pieces of correspondence and a delegation expressing concern regarding the impact of the rezoning on the McFadden Creek watershed. The applicant has also provided a survey of most, but not all, of the surrounding residents indicating that they are not opposed to the rezoning application. This survey was not undertaken at the request of staff.

Rationale for Recommendation

This application is the result of protracted bylaw enforcement regarding the presence of an unlawful dwelling unit on the property. Favourable consideration of this proposal may signal that lack of compliance with the Salt Spring Island Bylaw No. 355 regarding unlawful dwelling units is acceptable provided the landowner is prepared to eventually submit an application for rezoning.

OCP policy directs the LTC to consider the impact of the proposed use on existing wells. While this proposed use is in fact a long established one, the applicant has not submitted evidence of well monitoring to satisfy this requirement. Staff acknowledge that this would require the consent of surrounding landowners to achieve.

The administrative process for developing and monitoring the housing agreement will require allocation of staff resources, both in development of the agreement and annual monitoring. Coupled with the difficulty in enforcing the agreement if required, entering into a housing agreement for one unit of affordable housing may not be the best use of staffing resources when considering the precedent that may be established.

For these reasons, staff recommend that the LTC proceed no further with the application.

However, as outlined in the previous staff report, given the current deficit of affordable housing, the LTC may consider that provision of an affordable dwelling unit on the property outweighs the potential resources necessary to administer and enforce a housing agreement. The current owner has also stated that when they took ownership of the property in 2016, they sought to bring the property into compliance through the rezoning process. Alternate recommendations are provided if the LTC wishes to proceed with the application. Required actions include drafting of bylaws and a housing agreement.

ALTERNATIVES

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

1. Direct Staff to Draft a Bylaw

If the LTC considers that the benefit of permitting a second dwelling exceeds the resources required to administer and enforce a housing agreement, the LTC may direct staff to draft a bylaw. Recommended wording for the resolution is as follows:

That the Salt Spring Island Local Trust Committee request staff to prepare a draft bylaw to amend Salt Spring Island Land Use Bylaw, 1999 to rezone Lot 3, Section 7, Range 1, North Salt Spring Island, Cowichan District, Plan 34166 from Rural to a new Rural zone variant in order to permit a second dwelling unit for affordable housing.

a. Request Further Confirmation of Water Quantity

If the LTC chooses to proceed with the application, but considers that the provided reports do not demonstrate compliance with the OCP that there is sufficient supply of potable water and that

use of water will not impact neighbouring wells, the LTC may request a further report. Recommended wording for the resolution is as follows:

That the Salt Spring Island Local Trust Committee request that the applicant provide a report from a Professional Engineer or Professional Geoscientist with relevant experience containing the following:

- a. A new pump test conducted confirming adequate supply of potable water with a minimum duration of 12 hours. The pump test should have automatic water level readings during pumping and recovery using a data logger. At least one neighbouring well should be monitored during the entirety of the pump test, including during the recharge period.*
- b. A qualified professional should confirm that the well head meets the Groundwater Protection Regulation - including that it is appropriately sealed from surface water intrusion, that surface water drains away from the well head, and that the well is not vulnerable to contamination.*

b. Request Staff to Enter Into a Cost Recovery Agreement to develop a Housing Agreement and Water and Energy Efficiency Covenant

If the LTC chooses to proceed with the application, a housing agreement and covenant requiring compliance with OCP policies is required. Recommended wording for the resolution is as follows:

That the Salt Spring Island Local Trust Committee request staff to enter into a cost recovery agreement with J. Colligan and R. Kelln for Islands Trust legal review of a Housing agreement and Land Title Act Section 219 covenant providing the following requirements:

- a. provision of affordable housing in the dwelling unit at a rate of \$1150 per month plus increases in accordance with the Consumer Price Index for Greater Victoria;*
- b. installation and continued use of EPA WaterSense® certified plumbing fixtures, including bathroom faucet, showerhead, and toilet; and*
- c. installation and continued use of EnergyStar® certified appliances, including washer, dryer, dishwasher, refrigerator.*

c. Discharge the existing covenant restricting use of the second dwelling

If the LTC wishes to proceed with the application, discharge of the existing covenant is required. Recommended wording of the resolution is as follows:

That the Salt Spring Island Local Trust Committee discharge covenant EF117631 from Lot 3 Section 7 Range 1 North North Salt Spring Island Cowichan District Plan 34166

Next Steps

If the LTC chooses to proceed no further, staff will reimburse the applicant in accordance with the fees bylaw and bylaw enforcement and compliance staff will consider further action. If the LTC chooses to direct staff to draft a bylaw, staff will work with the applicant to proceed with the application.

Submitted By:	Geordie Gordon, Planner 1	December 5, 2019
Concurrence:	Stefan Cermak, RPM	December 9, 2019

ATTACHMENTS

1. IT Housing agreement template and guide.
2. Report from Steven M. Carballeria, P.Geo. dated June 5, 2018.
3. Report from Crystal Campbell, Environmental Technician, concurred by Chris Zamora, R.P.Bio., dated July 8, 2018.
4. Letter from Steven M. Carballeria, P.Geo, dated August 31, 2018.
5. Neighbour signatures collected by applicant.
6. Existing covenant discharge form.



700 North Road, Gabriola Island, BC V0R 1X3
Telephone **250-247-2063** Fax 250-247-7514

Toll Free via Enquiry BC in Vancouver 604.660.2421 Elsewhere in BC **1.800.663.7867**

Email northinfo@islandstrust.bc.ca

Web www.islandstrust.bc.ca

Islands Trust Housing Agreement Template

for properties where the housing agreement applies to RENTALS ONLY

This template is designed as a tool to assist in the drafting of Housing Agreements, for properties where the affordable housing units will be **rented**. Separate templates exist for properties that will be leased or sold, or for properties with a combination of rental and owned units.

It is important to note the following:

1. This template contains the standard housing agreement wording accepted by the Local Trust Committee. Minimal edits should be made. Should more substantial edits be requested the planner must be informed before work begins. A cost recovery agreement may be required to cover extensive changes and review. Extensive revisions to this document will not be accepted.
2. ALL edits and changes must be made using tracked changes.
3. Definitions and wording in this template should be edited as required to reflect the nature of the specific housing agreement. Some clauses may need to be amended, removed, or added to address the specific nature of the property.
4. Fields indicated by square brackets “[]” or “XX” highlight fields where information must be added.
5. Schedules, particularly those intended for annual monitoring, should be finalized in a format where the date and other information such as names and addresses can easily be changed.
6. The draft housing agreement should be sent for legal review by both the owner/applicant and the Local Trust Committee, before being sent to the Local Trust Committee to be adopted. If further changes are made after the initial legal review, a second review may be required.

SALT SPRING ISLAND LOCAL TRUST COMMITTEE

BYLAW NO. ____

A BYLAW TO AUTHORIZE A HOUSING AGREEMENT

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

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

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

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

1. This Bylaw may be cited for all purposes as "Salt Spring Island Housing Agreement Bylaw No. ____, 20__".
2. Any one Trustee of the Salt Spring Island Local Trust Committee are authorized to execute an agreement in the form attached to this Bylaw with the [owner].

READ A FIRST TIME this ____TH day of ____, 20__

READ A SECOND TIME this ____TH day of ____, 20__

READ A THIRD TIME this ____TH day of ____, 20__

APPROVED BY THE EXECUTIVE COMMITTEE OF THE ISLANDS TRUST this

____TH day of ____, 20__

ADOPTED this ____TH day of ____, 20__

SECRETARY

CHAIRPERSON

Housing Agreement and Section 219 Covenant

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

[Landowner], a society incorporated under the laws of the Province of British Columbia under Incorporation No.: [S-____], and having its office at [address].

(the “Owner”);

AND

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

(the “Local Trust Committee”)

WHEREAS;

- A. The Owner is the registered owner of the lands situated at [address] on Salt Spring Island, British Columbia, and legally described as [Parcel Identifier: , Legal Description], (the “Lands”);
- B. The Lands [are zoned/have been rezoned] by the Salt Spring Local Trust Committee by means of Salt Spring Island Land Use Bylaw 1999, Amendment No. ____-, 20____, to permit the development of a [development type here];
- C. The Owner intends to rent the units on the Lands, by way of rental agreement, at an affordable rate to Qualified Occupants (as defined in Section 1.1);
- D. The Local Trust Committee may pursuant to Section 29 of the *Islands Trust Act* and Section 483 of the *Local Government Act*, enter into a housing agreement with an owner of land that includes terms and conditions regarding the occupancy, tenure and availability to specified classes of persons of dwelling units located on the land;
- E. Section 219 of the *Land Title Act* permits the registration of a covenant of a negative or positive nature in favour of the Local Trust Committee in respect of the use of land or construction on land;
- F. The Owner and Local Trust Committee wish to enter into this Agreement to provide affordable housing on the Lands on the terms and conditions of this Agreement to have effect as both a covenant under Section 219 of the *Land Title Act* and as housing agreement under Section 483 of the *Local Government Act*;
- G. The Local Trust Committee has, by bylaw, authorized the execution of this Agreement and the Owner has duly authorized the execution of this Agreement.

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

Article 1: Definitions and Interpretation

1.1 Definitions

in this Agreement:

“Affordable Housing Unit”	means a [insert unit type here (e.g. Apartment, single family dwelling, suite etc.)) on the Lands in respect of which the construction, tenure, rent and occupancy are restricted in accordance with Sections 2.1 through 2.6 of this Agreement.
“Annual Household Income”	means the combined gross income of all adult members of a Household, as shown on line 150 of the preceding year’s T1 General Income Tax and Benefit return.
“Business Days”	means Monday to Friday inclusive except for those excluded days declared by lawful authority as holidays.
“CPI”	means the All-items Consumer Price Index for British Columbia as calculated by Statistics Canada, or its successor in function.
“Dwelling Unit”	means a residential living unit as defined in the Salt Spring Land Use Bylaw 1999, as amended or replaced from time to time.
“Household”	means one or more individuals occupying the same Dwelling Unit.
“Lands”	means that parcel of land legally described as [PID and legal description from title search print].
“Maximum Monthly Rent” (MMR)	means the monthly rent agreed to by the Owner and a Qualified Renter to rent an Affordable Housing Unit which shall not exceed [____ percent (____%)] of the total monthly household income of the Qualified Renter(s) at the time the Affordable Housing Unit is occupied by the Qualified Renter(s).
“Moderate Income”	means an annual income that is less than 90% of the median income of the Salt Spring Island Electoral Area calculated from the most recent census data published by Statistics Canada and as adjusted annually by the Yearly CPI Change.
“Qualified Renter”	means a Household which meets the eligibility criteria for a residential tenancy of a Rental Unit, as set out in Section 2.2 Affordable Rental Housing Eligibility of this Agreement.

“Residential Tenancy Act” means the *Residential Tenancy Act* of British Columbia;

“Yearly CPI Change” means the percentage change in CPI from the CPI for January of the immediately preceding calendar year, to the CPI for January of the then present calendar year.

1.2 Interpretation

Reference in this Agreement to:

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

1.3 Headings

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

1.4 Entire Agreement

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

Article 2 – Affordable Housing

2.1 Agreement over the Lands

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

- a) The Lands will not be developed, and no building or structure will be constructed on the Lands unless, as part of and concurrently with the development on the Lands, the Owner also constructs and completes the [number] Affordable Housing Units on the Lands [and in accordance with the building design guidelines attached as Schedule “C”];

- b) No building on the Lands may be subdivided by means of a strata plan without prior approval of the Local Trust Committee; and,
- c) The Owner will maintain the Affordable Housing Units in a satisfactory state of repair and fit for habitation and will comply with all laws, including health and safety standards applicable to the Lands.

2.2 Affordable Rental Housing Eligibility

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

- a) The Affordable Housing Unit will be used or occupied only pursuant to a Tenancy Agreement;
- b) the Qualified Renter's Annual Household Income at the time of signing the Tenancy Agreement does not exceed [insert figure or calculation here];
- c) The Qualified Renter(s) will occupy the Affordable Housing Unit as its permanent, principal and sole residence;
- d) each Tenancy Agreement will include a clause prohibiting subletting including short-term vacation rentals, a clause requiring the Qualified Renter to comply with the use and occupancy restrictions contained in this Agreement, and a provision entitling the Owner to terminate the rental agreement in accordance with the *Residential Tenancy Act* in the event of any breach of these use and occupancy clauses;
- e) Each Tenancy Agreement will include a clause prohibiting subletting including short-term vacation rentals, a clause requiring the Qualified Renter to comply with the use and occupancy restrictions contained in this Agreement, and a provision entitling the Owner to terminate the rental agreement in accordance with the *Residential Tenancy Act* in the event of any breach of these use and occupancy clauses;
- f) The Owner will deliver to the Local Trust Committee a true copy of every Tenancy Agreement entered into in respect of any Affordable Housing Unit within 10 business days of any request to do so; and
- g) each Tenancy Agreement will provide that if one of the individuals comprising a Qualified Renter who rents an Affordable Housing Unit dies, that individual's spouse or adult child residing in the Affordable Rental Unit at the time of the Qualified Renter's death may continue to rent the Affordable Rental Unit until the later of:
 - i. the balance of the fixed term under the Tenancy Agreement; or
 - ii. twelve (12) months on the same terms, including monthly rent, set out in the Tenancy Agreement.

2.3 Rental Rates

The Owner covenants and agrees that it will:

- a) Not charge any tenant a monthly rent, exclusive of utilities, that is greater than the Maximum Monthly Rent, except that the Owner may, subject to the provisions of the *Residential Tenancy Act*, increase the rent payable for the Affordable Housing Unit annually;

[*Alternate wording*: not allow the total monthly payment amounts for an Affordable Housing Unit to exceed those amounts shown in the table attached as Schedule “B”, provided however that the maximum monthly payment listed for the specific type of Affordable Housing Unit may be adjusted each year by the Yearly CPI Change, with prior written notice to the Local Trust Committee of the amount of the adjustment;] and,

- b) Not require any tenant under a Tenancy Agreement to pay any extra charges or fees for use of any common area, or for sanitary sewer, storm sewer, water utilities, property taxes and similar services. For clarity, this limitation does not apply to cablevision, telecommunications, laundry, or gas or electricity utility fees or charges.

2.4 Policies/Rules and Regulations/Administration by Owner

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

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

2.5 No Sublease or Assignment

Except as set out in this Agreement, the Owner will not permit the interest in an Affordable Housing Unit to be subleased or a Tenancy Agreement to be ~~assigned~~.

2.6 Monitoring and Reporting to the Local Trust Committee

The Owner must deliver to the Local Trust Committee once each year on or before July 1st, a completed statutory declaration, substantially in the form attached as **Schedule “A”**, sworn by the Owner. Additionally, the Local Trust Committee may request this statutory declaration up to four times in any calendar year, and the Owner must complete and supply the completed statutory declaration within ten (10) business days of receiving a request from the Local Trust Committee. The Owner irrevocably authorizes the Local Trust Committee to make reasonable inquiries it considers necessary in order to confirm compliance with this Agreement.

Article 3 – General Terms

3.1 Order to Comply

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

3.2 Management

The Owner covenants and agrees to furnish good and efficient management of the Lands and the Affordable Housing Units on the Lands. If and when the Local Trust Committee has reasonable grounds to believe that a continuing breach of this Agreement exists, the Local Trust Committee may authorize its representatives to inspect the Lands at any reasonable time, subject to the notice provisions of the *Residential Tenancy Act* and subject to the concurrent delivery of such a notice to the Owner.

3.3 Society Standing

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

3.4 Specific Performance of Agreement

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

3.5 Assignment

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

3.6 Indemnity

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

3.7 Release

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

3.8 Local Trust Committee Powers Unaffected

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

3.9 No Public Law Duty

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

3.10 No Waiver

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

3.11 Arbitration

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

3.12 Notice on Title

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

3.13 Covenant Runs with the Land

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

3.14 Limitation of the Owners' Obligations

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

3.15 Amendment and Termination

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

3.16 Notices

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

3.17 Enurement

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

3.18 Remedies Cumulative

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

3.19 Severability

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

3.20 Joint and Several

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

3.21 Further Acts

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

3.22 Governing Law

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

3.23 Joint Venture

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

3.24 Time of Essence

Time is of the essence in this Agreement.

3.25 Further Assurances

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

3.26 Priority

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

3.27 Deed and Contract

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

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

SCHEDULE “A”

OWNER STATUTORY DECLARATION

CANADA

IN THE MATTER OF A HOUSING AGREEMENT

PROVINCE OF BRITISH COLUMBIA

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

I, _____ declare that:

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

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

SCHEDULE “B”

Maximum Monthly Rent

Size/Type of Unit	Maximum Monthly Rent



Islands Trust

Guide to Housing Agreements

Before you Begin

Before starting an application for a housing agreement it is important to understand what affordable housing is, including how it is defined in the Local Trust Area where the property is to be located. The Islands Trust Affordable and Special Needs Housing Guide provides further information on the application and approval process for a new development.

(<http://www.islandstrust.bc.ca/trust-council/projects/housing/>)

Localized affordable housing provisions can be found in the Official Community Plan for each island.

As of 2018 the Islands Trust has housing agreements on Denman, Galiano and Salt Spring Islands. These agreements are available on the Islands Trust website however, note that the formatting and terms may have changed since these agreements were finalized.

Introduction

Housing agreements are a tool to encourage and enforce affordable housing developments. If you are considering an affordable housing development, or even a suite or single unit, this guide will explain the application process and provide important information regarding housing agreements. Information may also be useful for potential tenants or owners interested in learning more about the agreement on the property.

What is a Housing Agreement?

The primary purpose of a Housing Agreement is to ensure affordability for current and future renters and owners. The property may be a single home, a suite, or multiple rental or strata units. While terms and conditions of the agreement vary between properties, a housing agreement usually serves to limit rental rates or sale prices, and may also stipulate who may reside at, or purchase, the property. Terms of the agreement may also include administrative requirements, property management, and an allowance for monitoring to ensure compliance. Specific terms, such as rental amounts and other charges, are determined individually at the time the Housing Agreement is drafted, with allowable increases. These may be specific rental amounts, rent geared to income, or another amount based on local statistics.

There are three parts to a housing agreement.

1. Bylaw. The Local Trust Committee will establish a bylaw, authorizing them to enter into a housing agreement.
2. Housing Agreement. This is attached to the bylaw, and is a contract between the parties to provide affordable housing. A Notice of Housing Agreement is placed on the title of the property.
3. Covenant. A covenant may also be placed on the title of the property, with additional items that support the housing agreement.

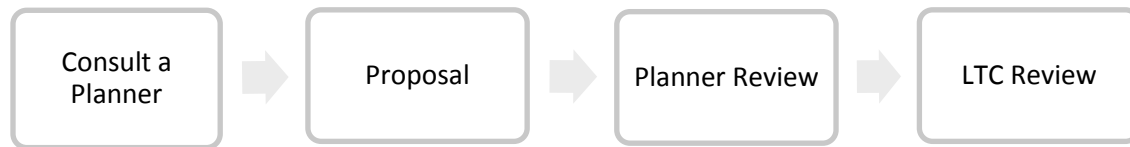
How long does it take to draft a housing agreement?

A housing agreement can take up to a year to draft, although more complicated agreements or those with multiple revisions can take longer. It is important to realize that no building and no selection of tenants can occur until the

agreement is finalized. The Islands Trust will provide you with a housing agreement template that is designed to minimize the number of edits and revisions required.

Preliminary process (before the first draft begins)

Drafting a housing agreement can be a long and complicated process. In order to streamline the process the following steps should occur before starting the first draft.



Step 1 — Consult a Planner

Before you start work on your proposal for a housing agreement, contact the planning office for your island. Contact details are available below, or on the Islands Trust website. Discussing your project with the planner could help to avoid delays or mistakes later on. It will also help you to establish a timeline for the project.

Step 2 - Proposal

You will be required to provide the planner with a detailed proposal for the affordable housing development which includes items such as: proposed rate structure, calculation of rate increases, and a description of who is considered to be an eligible tenant and how those tenants will be selected. The proposal should include a timeline to completion of the building, and indicate funding that has been secured or is pending. Thought should be given to how the building will be managed, including an estimated budget for ongoing maintenance and repairs. This budget must be shown to be feasible under the proposed rate structure for the units. A checklist for this proposal is provided as Appendix 1.

This proposal establishes the basis for the planner's report to the Local Trust Committee, from which they will decide whether to go forward with the agreement.

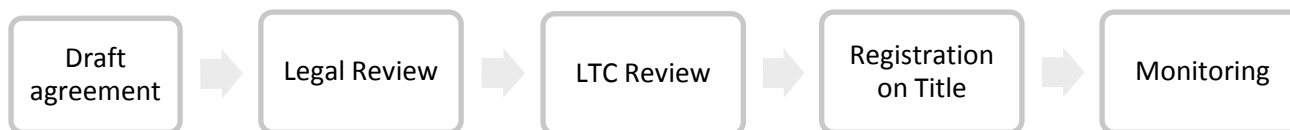
Note: the proposal for a single unit (such as a suite or cottage) may be much more basic than one for a multi-unit building. If you have a single suite, please talk to the planner about what information they require.

Steps 3 and 4 — Planner and Local Trust Committee Review

The planner will review the proposal and contact you if they have any questions or concerns. The proposal will form the basis for the planner report to the Local Trust Committee.

You will be informed when the report will be going to the Local Trust Committee, and will have the opportunity to attend to answer questions or provide clarity. The Local Trust Committee may ask for revisions to the proposal or request more information, or they may decline to proceed further with the agreement. If the Local Trust Committee is willing to move forward with the agreement they will direct the planner to work with you on the first draft.

The Housing Agreement Draft Process



Step 1 — Draft Agreement

When you are ready to begin drafting a housing agreement, a planner will provide you with an agreement template. This document contains the standard terms and wording for Islands Trust housing agreements, and is designed to minimize the need for extensive edits and legal review. Information should be taken directly from your proposal.

You will be responsible for entering the following information into the Housing Agreement:

- **Owner/Society and Site Specific Information** – Follow the template to insert information specific to the owner or management information, as well as site-specifics such as number and type of units etc.
- **Fees and Charges** – Ensure that the housing agreement clearly outlines fees, such as rent amounts, strata or leasehold fees, and additional charges. Include specific information regarding rate increases.
- **Qualified Occupants** – Ensure that a fair practice for determining who is a qualified occupant is clearly defined. Review the Residential Tenancy Act to ensure compliance with current laws.
- **Roles and Responsibilities** – The agreement should define the roles and responsibilities of each party, including external funding sources if applicable.
- **Terms and Conditions** – Most of the terms and conditions of the housing agreement template are standard, and should not be edited or removed. Any questions regarding these terms should be directed to legal counsel.

Step 2 — Legal Review

Once you have entered the information into the housing agreement template it should be sent to the Islands Trust planner for review. The planner will make any suggestions and provide you with an updated copy.

- It is recommended that you obtain your own legal review of the agreement, after the planner has made any edits. It is important that your lawyer **track changes** on the document and that all edits are made to one copy of the agreement only.
- After legal review send the document, showing any tracked changes, to the planner. The planner will then send it to the Islands Trust lawyers for review. At any time during this process the either you or the planner may refer the agreement to the Local Trust Committee for review and comment.
- Once the Islands Trust legal review is complete the planner will send you information about any further changes, for final approval.

Step 3 — LTC Review

Once the draft agreement is completed the planner will prepare a staff report for the Local Trust Committee. You may be requested to provide additional information. A public hearing is not necessarily required, but may be requested by the Local Trust Committee. If this Local Trust Committee accepts the Housing Agreement they will “read” (or pass) the bylaw portion, and the agreement will be considered complete. No further edits can be made.

Step 4 — Registration on Title

Upon final approval from the Local Trust Committee you will be required to register the Housing Agreement and associated documents with the Land Title office. Once registration is complete you must provide confirmation and any final copies to the Islands Trust.

Step 5 — Monitoring and Enforcement

As outlined in the housing agreement, the Local Trust Committee will ask for a completed schedule (form) on an annual basis to ensure compliance with the terms, conditions, and assigned fees. The Islands Trust will also investigate any complaints received about the property, regarding the terms of the Housing Agreement. Should the property be found in a state of non-compliance, the Islands Trust will work with you through methods laid out in the agreement to return the property to compliance.

For further information:

This information is intended to provide general guidance only and should not be interpreted as a right to a housing agreement if the steps indicated are followed. For further information, please contact the Islands Trust.

<p>Islands Trust Victoria Office 200-1627 Fort Street Victoria, BC V8R 1H8 Phone: 250.405-5151 Fax: 250.405-5155 Email: information@islandstrust.bc.ca</p>	<p>Islands Trust Northern Office 700 North Road Gabriola Island, BC V0R 1X3 Phone: 250.247.2063 Fax: 250.247.7514 Email: northinfo@islandstrust.bc.ca</p>
<p>Islands Trust Salt Spring Office 700 North Road Gabriola Island, BC V0R 1X3 Phone: 250.247.2063 Fax: 250.247.7514 Email: ssiinfo@islandstrust.bc.ca</p>	

Appendix 1

Housing Agreement Proposal Checklist

Before work begins on a draft housing agreement you must provide the Islands Trust planner with the following information. This information will create the basis for the draft agreement, and will be provided to the Local Trust Committee as they make their decisions whether to proceed with the agreement. Further information may be requested by the Islands Trust and/or Local Trust Committee.

Items to Include:

- Information regarding previous or ongoing development or rezoning applications
 - Details on availability of water/septic etc. may be required
- Number and type of units
- Proposed rate structure, including calculation of rate increases
- Description of eligible tenants and tenant selection process
- Management plan*
- Funding (including any special conditions of funding such as time limits)
- Roles and responsibilities list, noting any partner agencies or involved parties (such as BC Housing, Capital Region Housing Corporation, etc.)

*A management plan indicates who will be running the property in the long-term, whether it is a society, business, or individual. It should also include an estimate of costs associated with ongoing management of the property. It is important to note that a housing agreement will limit the rent or sale prices of each unit, therefore the building must be able to operate within the limits of that income. Operations include, but are not limited to, repairs, insurance, landscaping, general maintenance, employee salaries and reimbursements, and other related expenses.



3060 Lake Road, Denman Island, BC V0R 1T0
Tel : (250) 335-1864 Fax: (250) 335-1846
Email: envh2o@island.net

June 5, 2018

H₂O File: 18-43

Robyn Kelln

**Re: Water Quality Evaluation - Drilled Well
Well Tag # 44431, 2188 North End Road**

Introduction

H₂O Environmental Ltd. (H₂O) was retained by you, the property owner, to conduct a groundwater quality evaluation for the on-site well at the above referenced property (Site). This letter report covers the analytical results of the well sampling completed by others.

A sample of the well water was submitted by Streamline Plumbing to MB Labs Ltd. on May 23, 2018, for general drinking water parameters listed under the Guidelines for Canadian Drinking Water Quality (GCDWQ) documentation.

Two different types of parameters, aesthetic objectives and health related guidelines, are outlined in the CDWQG. The aesthetic objectives are not health related in that they are concerned with taste, color, amount of suspended solids, etc. These are subjective parameters with suggested allowable concentrations but tolerances will vary according to individual preferences. Treatment of these parameters is optional and left to the homeowner, if desired.

The health related parameters are associated with maximum allowable concentrations (MAC). The MACs for substances are set by the Canadian government and are considered to be the highest levels at which those substances can be consumed over long time periods without adverse effects. Substances with concentrations found to be over the associated MAC must be treated to safe levels.

The definition of "potable" from the Oxford English Dictionary is "drinkable", which H₂O interprets to mean that concentrations of health related parameters are at or below the concentrations listed in the CDWQG and will not cause harm to the user. Additionally, potability is assumed to be at the tap, not necessarily in the well.

Analytical Results

Health Related Analytes

All health related parameters were found to be within CDWQG acceptable concentrations.

Aesthetic Related Analytes

All aesthetic related parameters, with the exception of manganese, were found to be within CDWQG acceptable concentrations.

Discussion and Treatment

Manganese is a common element in rocks. It can stain fixtures or create a metallic taste in the water.

Commonly available water softeners can reduce the levels of manganese to within the CDWQG concentrations.

Conclusions

All health related parameters were found to be within CDWQG acceptable concentrations in this well.

Elevated manganese concentrations were found to be present in the water sample. This can be easily reduced by an inexpensive water softener.

Closure

This report has been prepared by H₂O exclusively for the property owner and Islands Trust and is intended to provide an evaluation of the analytical results of laboratory testing of a groundwater sample collected from the well #44431 at 2188 North End Road on Salt Spring Island.

Evaluation and conclusions do not preclude the existence of substances other than those identified herein. No other warranty, expressed or implied, is made. Any use which a third party makes of this report, or any reliance on or decisions to be made or actions based on it, are the responsibility of such third parties. H₂O accepts no responsibility for damages, if any, suffered by a third party as a result of decisions made or actions based on this report.

We appreciate the opportunity to provide our services to you. Please do not hesitate to call if you have any questions or comments concerning this report.

Sincerely,
H₂O Environmental Ltd.

Per: 
Steven M. Carballeira, P. Geo.

Attachments:
Laboratory results

Client/Code

Streamline Plumbing
1650 Fulford-Ganges Rd
Salt Spring Island, BC
V8K 2A8

Date 24May18 1:25p
Source Well
Type of Sample water
No. of Samples 1

No. W140338

TEL: (250) 653-2026

streamlineplumbing@shaw.ca

Comments Arrival temp.: 10.0C

Sample: Robyn Kelln

Site Code	Date	Time	CFU/100 ml		CFU/100 ml		CFU/100 mL
			TC	T-NC	FC	F-NC	E.coli
Well Tag 44431 2188 North End Rd, SSI	23May18		0	0	0	0	0

TC = total coliform bacteria

FC = fecal coliform bacteria (aka thermotolerant coliforms)

NC = non-coliform bacteria

CFU/100 ml = colony forming units per 100 milli-litres

Results may be adversely affected if samples are submitted to the laboratory more than 24 to 30 hours after collection.

E. coli = Escherichia coli, FDA/BAM 8th ed, 1995 + Revision A, 1998

Bergey's Manual of Systematic Bacteriology vol 1, AOAC 1984; J.Clin.Micro.,
J.Intern.Systm.Bact.

Comments:

For Interpretation of Results:

Total or Fecal Coliforms present greater than 0 CFU/100mL (0 CFU/mL):

IF Coliform numbers exceed safe limits for drinking water-
water is not suitable for drinking without treatment.

Total Non-coliform bacteria (=Lactose Fermentors) equal to or greater than
200 CFU/100mL (2.0 CFU/mL):

IF the number of organisms present exceed recommended guidelines for
drinking water; treatment is strongly recommended.

- see following page for chemistry results -

M. Milholm
Microbiologist

W. Riggs
Sr. Microbiologist

Client/Code

Streamline Plumbing
1650 Fulford-Ganges Rd
Salt Spring Island, BC
V8K 2A8

Date 24May18 1:25p
Source Well
Type of Sample water
No. of Samples 1

No. W140338 pg2

TEL: (250) 653-2026

Comments Arrival temp.: 10.0C

streamlineplumbing@shaw.ca

Sample: Robyn Kelln - Well Tag 44431; 2188 North End Rd, SSI 23May18

ELEMENTS		SAMPLE	UNITS	Maximum Limits Permissible In Drinking Water*
1) Aluminium	Al	0.203	mg/L	no limit listed
2) Antimony	Sb	<0.500	ug/L	6.00 ug/L
3) Arsenic	As	<0.500	ug/L	10.0 ug/L
4) Barium	Ba	0.070	mg/L	1.00 mg/L
5) Beryllium	Be	<0.003	mg/L	no limit listed
6) Boron	B	0.698	mg/L	5.00 mg/L
7) Cadmium	Cd	<0.100	ug/L	5.00 ug/L
8) Calcium	Ca	15.0	mg/L	200 mg/L
9) Chromium	Cr	<0.010	mg/L	0.050 mg/L
10) Cobalt	Co	<0.020	mg/L	no limit listed
11) Copper	Cu	<0.008	mg/L	1.00 mg/L
12) Gold	Au	<0.040	mg/L	no limit listed
13) Iron	Fe	0.106	mg/L	0.300 mg/L
14) Lanthanum	La	<0.020	mg/L	no limit listed
15) Lead	Pb	<0.500	ug/L	10.0 ug/L
16) Magnesium	Mg	2.39	mg/L	50.0 mg/L
17) Manganese	Mn	0.101	mg/L	0.050 mg/L
18) Molybdenum	Mo	<0.020	mg/L	no limit listed
19) Nickel	Ni	<0.050	mg/L	no limit listed
20) Phosphorus	P	0.184	mg/L	no limit listed
21) Potassium	K	1.10	mg/L	no limit listed
22) Scandium	Sc	<0.050	mg/L	no limit listed
23) Silicon	Si	8.02	mg/L	no limit listed
24) Silver	Ag	<0.010	mg/L	0.050 mg/L
25) Sodium	Na	132	mg/L	200 mg/L
26) Strontium	Sr	0.596	mg/L	no limit listed
27) Titanium	Ti	<0.010	mg/L	no limit listed
28) Tungsten	W	<0.050	mg/L	no limit listed
29) Vanadium	V	<0.010	mg/L	no limit listed
30) Zinc	Zn	<0.001	mg/L	5.00 mg/L
Hardness (mg/L CaCO ₃)		47.3	mg/L	0-75 mg/L = soft
pH		7.41	units	6.5 to 8.5

* As per Canadian or B.C. Health Act Safe Drinking Water Regulation BC Reg 230/92, & 390 Sch 120, 2001. Task Force of Canadian Council of Resource & Envir. Ministers Guidelines for Canadian Drinking Water Quality, 2014.

Comments:

Manganese: not considered to be toxic; high amounts of Manganese can cause staining of laundry, porcelain and plumbing fixtures; may produce an undesirable taste.



R. Bilodeau
Analytical Chemist

H. Hartmann
Sr. Analytical Chemist

Client/Code

streamline Plumbing
1650 Fulford-Ganges Rd
Salt Spring Island, BC
V8K 2A6

Date 24May18 1:25p
Source Well
Type of Sample water
No. of Samples 1

No. W140338 pg3

TEL: (250) 653-2026

Comments Arrival temp.: 10.0C

streamlineplumbing@shaw.ca

Sample: Robyn Kelln - 2188 North End Rd. SSI

SAMPLE	DATE	TIME	Alkalinity (mg/L)	Cl ⁻ (mg/L)	Cl ₂ (mg/L)	E.C. (uS/cm)	F ⁻ (mg/L)
Well Tag 44431	23May18		310	31.4	0.280	703	0.376
Lab Blank			ND	ND	ND	ND	ND
S _o			0.100	0.015	0.015	0.300	0.007
REF. VALUE			100	100	0.200	147	1.00
STD ± 2SD			107 ± 8.72	99.6 ± 6.92	0.206 ± 0.016	152 ± 14.0	1.02 ± 0.085

SAMPLE	DATE	TIME	NO ₃ -N (ug/L)	NO ₂ -N (ug/L)	TPD ₄ ³ -P (ug/L)	SO ₄ ²⁻ (mg/L)	TDS (mg/L)
Well Tag 44431	23May18		62.7	11.1	41.3	19.2	408
Lab Blank			ND	ND	ND	ND	ND
S _o			0.160	0.300	0.150	0.075	0.700
REF. VALUE			100	100	25.0	10.0	200
STD ± 2SD			98.5 ± 9.01	95.4 ± 10.1	25.3 ± 1.84	10.1 ± 0.813	196 ± 16.8

SAMPLE	DATE	TIME	Turbidity (NTU)	UVT (%)
Well Tag 44431	23May18		6.93	90.5
Lab Blank			ND	ND
S _o			0.015	0.003
REF. VALUE			5.00	90.0
STD ± 2SD			4.88 ± 0.410	90.1 ± 0.105

SD = standard deviation

STD = secondary standard calibrated to primary standard reference material

S_o = standard deviation at zero analyte concentration; method detection limit is generally considered to be 3x S_o value

ND = none detected n/a = not applicable

R. Bilodeau
Analytical Chemist

H. Hartmann
Sr. Analytical Chemist



June 5, 2018

H₂O File: 18-43

Robyn Kelln
[REDACTED]
[REDACTED]

**Re: Water Quantity Evaluation - Drilled Well
Well Tag # 44431, 2188 North End Road**

Introduction

H₂O Environmental Ltd. (H₂O) was retained by you to complete an interpretation of a pump test designed by H₂O and completed by Streamline Plumbing at the above referenced property (site) on May 23, 2018. H₂O understands that you needed a pumping test for subdivision purposes. The Salt Spring Island Islands Trust bylaw 355 requirement for subdivision is 1,600 litres per day per house for a domestic well. This well supplies two houses such that a sustainable pumping rate of 2.2 litres/minute is required.

The well located onsite was drilled and completed in February of 1980. A well log was downloaded from the BC Wells database and is attached to this report. The well was completed in shale at 350 feet (110.7 metres). One US gallon per minute was listed on the well log as a preliminary well yield.

Methodology

The drawdown measurements were collected by hand over the course of the pumping and recovery phases of the test.

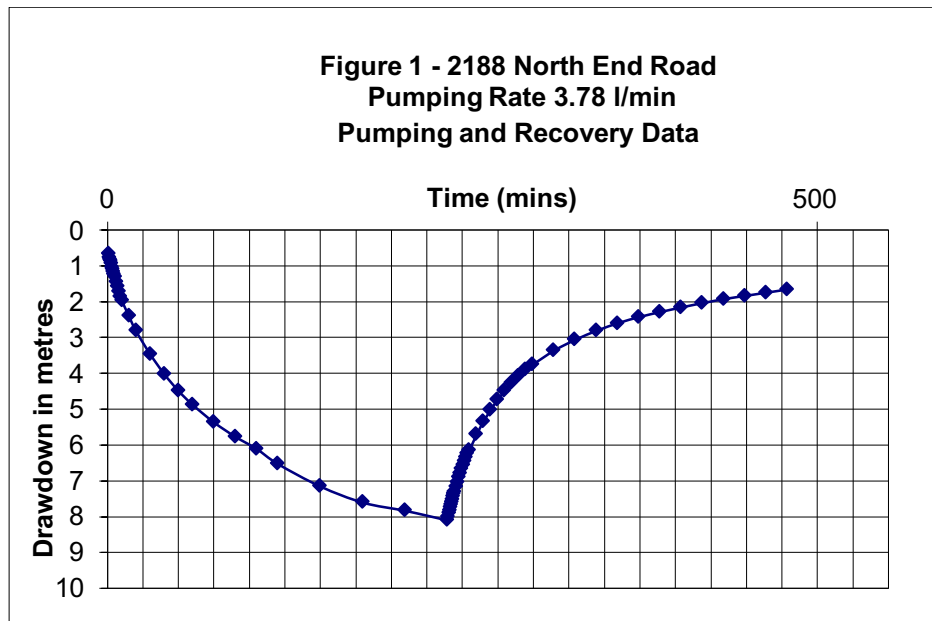
At the start of the test, the static water level in the well was 10.18 metres (m) below top of well casing (btoc). The pump depth was approximately 104 metres btoc. *Available Drawdown* in a well is the distance between the static water level and the pump depth. At the time of the pump test, the well had approximately 93.8 metres of available drawdown.

The well was pumped at a rate of approximately 3.8 litres/min (1 us gpm) for 240 minutes (4 hours) for a total of approximately 912 litres removed from the well.

Results

Well Drawdown is defined as the difference between the initial static level of the water in the well and the water level after a certain period of pumping time.

The total drawdown in the well when the pumping stopped was 8.09 m (Fig. 1). Four hours after the pump stopped, the well had recovered to 80% of the static level prior to the pumping phase of the test. This is a moderate recovery rate.

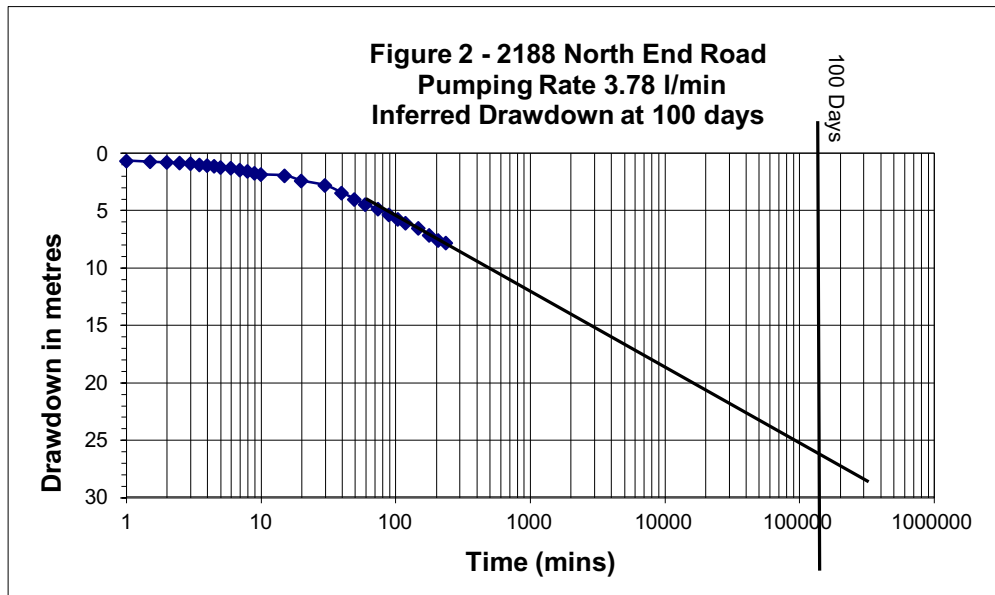


Discussion

The *Specific Capacity* of a well is defined as the pumping rate divided by the drawdown at any time during the pumping cycle.

Specific capacity = Q/s_t , where **Q** is the pumping rate in litres/second and **s_t** is the drawdown in metres after time **t**. Using late-time data, in a semi-logarithmic graph, from the end of the pump test, the drawdown in the well was graphically extended to 100 days of theoretical pump time (Fig. 2). With a 3.8 lpm (0.063 litres per second) pumping rate, the drawdown in the well is extrapolated to be approximately 26.5 m after 100 days.

When the above equation is applied, the specific capacity of the well after 100 days of theoretical pumping at 0.063 lps is 0.0023 litres/second/metre.



The available drawdown in the well at the time of the test was approximately 93 m. The long term well capacity (Q) is normally estimated by utilizing 70% of the available drawdown of the well and multiplying that by the specific capacity of the well after 100 days of pumping.

$$Q = 0.7 \times (\text{specific capacity @ 100 days}) \times (\text{available drawdown})$$

$$Q = 0.7 \times 0.0023 \text{ l/s/m} \times 93 \text{ m} = 0.14 \text{ l/s}$$

The calculated long term pumping rate for this well is approximately 0.14 l/s or 8.4 l/m.

The sustainable pumping rate for this well is estimated to be approximately 8 litres/minute, significantly more than the 2.2 litres/minute required by the Islands Trust.

This well has a good yield with an moderate recovery rate.

Conclusions

This well meets and significantly exceeds the 3,200 litres per day requirements for water supply for subdivision.

Closure

This report has been prepared by H₂O for Robyn Kelln and the Islands Trust and is intended to provide an assessment of the capacity of well #44431 located at 2188 North End Road on Salt Spring Island

No hydrogeological investigation or well assessment can wholly eliminate uncertainty regarding the potential for unrecognized conditions in connection with an aquifer. This interpretation was based on results by others. Performance of this assessment was intended to reduce, but not eliminate, uncertainty regarding the potential long term capacity of the well, given the limits of the investigation and the reasonable limits of time and cost. No warranty expressed or implied is made.

H₂O appreciates the opportunity to provide our services to you. Please do not hesitate to call if you have any questions or comments concerning this report. Should you require additional services in the future, please contact the undersigned.

Sincerely,
H₂O Environmental Ltd.

Per: 
Steven M. Carballeira, P.Geo.

Attachments:
Well Log

Report 1 - Detailed Well Record

Well Tag Number: 44431	Construction Date: 1980-02-16 00:00:00
Owner: 	Driller: Ken's Drilling
Address: NORTH END RD	Well Identification Plate Number:
Area:	Plate Attached By:
	Where Plate Attached:
WELL LOCATION:	PRODUCTION DATA AT TIME OF DRILLING:
COWICHAN Land District	Well Yield: 1 (Driller's Estimate) Gallons per Minute (U.S./Imperial)
District Lot: Plan: 34166 Lot: 3	Development Method:
Township: Section: 7 Range: 1N	Pump Test Info Flag:
Indian Reserve: Meridian: Block:	Artesian Flow:
Quarter:	Artesian Pressure (ft):
Island: SALTSPRING	Static Level:
BCGS Number (NAD 83): 092B093114 Well: 41	WATER QUALITY:
Class of Well:	Character:
Subclass of Well:	Colour:
Orientation of Well:	Odour:
Status of Well: New	Well Disinfected: N
Licence General Status: UNLICENSED	EMS ID:
Well Use: Unknown Well Use	Water Chemistry Info Flag:
Observation Well Number:	Field Chemistry Info Flag:
Observation Well Status:	Site Info (SEAM):
Construction Method: Drilled	Water Utility:
Diameter: 6.0 inches	Water Supply System Name:
Casing drive shoe:	Water Supply System Well Name:
Well Depth: 350 feet	
Elevation: 0 feet (ASL)	SURFACE SEAL:
Final Casing Stick Up: inches	Flag:
Well Cap Type:	Material:
Bedrock Depth: 5 feet	Method:
Lithology Info Flag:	Depth (ft):
File Info Flag:	Thickness (in):
Sieve Info Flag:	
	WELL CLOSURE INFORMATION:

Screen Info Flag:	Reason For Closure:
Site Info Details:	Method of Closure:
Other Info Flag:	Closure Sealant Material:
Other Info Details:	Closure Backfill Material:
	Details of Closure:

Screen from	to feet	Type	Slot Size	
Casing from	to feet	Diameter	Material	Drive Shoe

GENERAL REMARKS:

LITHOLOGY INFORMATION:

From 0 to 5 Ft. OVERBURDEN
 From 5 to 100 Ft. HARD SANDSTONE - SEAMS OF SHALE
 From 100 to 131 Ft. BROWN SHALE WITH SOME MOISTURE.
 From 0 to 205 Ft. .75 GPM
 From 205 to 250 Ft. BLACK SHALE WITH SEAMS OF SANDSTONE
 From 250 to 350 Ft. SOFT BLACK SHALE
 From 0 to 350 Ft. T.D.

- [Return to Main](#)
- [Return to Search Options](#)
- [Return to Search Criteria](#)

Information Disclaimer
 The Province disclaims all responsibility for the accuracy of information provided.
 Information provided should not be used as a basis for making financial or any other commitments.



July 8, 2018

Robyn Kell
[REDACTED]
[REDACTED]

Via Email: [REDACTED]

**RE: ENVIRONMENTAL ASSESSMENT
2188 NORTH END ROAD, SALT SPRING ISLAND**

1.0 INTRODUCTION AND BACKGROUND

Aquaparian Environmental Consulting Ltd (Aquaparian) was retained by Robyn Kelln to provide Environmental Assessment services for the property at 2188 North End Road on Salt Spring Island, BC. The legal description of the property is as follows:

- Lot 3, Section 7, Range 1 North, North Salt Spring Island, Cowichan District, Plan 34166.

The subject parcel is developed with a single-family residence and secondary small cabin and is currently zoned Rural (R). As understood, a rezoning application is being submitted with the Salt Spring Island Trust to bring the current legally non-conforming secondary cabin into legal conformity for parcels under three acres. The 25 year-old cabin was constructed under Covenant EF117631. A private well located on the property provides water supply to the main residence and secondary cabin.

Under Section C.3.3.2.2 of the Salt Spring Island Official Community Plan Bylaw No. 434, "when considering rezoning applications, the Local Trust Committee should consider the impacts of the proposed new use on existing wells, springs, or other water supplies. If the proposed use is expected to need more water than the uses already allowed on the property, then the Committee should ask for evidence that wells or other water supplies in the neighbourhood would not be depleted. The Committee should also consider whether water use would affect agricultural activities or deplete any springs necessary to maintain fish habitat" (as requested by Susan Palmer; Islands Trust).

This report is intended to assess the presence or absence of any surface watercourses/waterbodies and drainages on the subject property and within the area that may be impacted by the use of the existing well. This letter report should be submitted in conjunction

with the hydrologist report that is required by the Local Trust Committee to assess any potential impacts on neighbouring wells, fish habitat and/or agricultural activity for rezoning applications.

A site location map is included with this report as Figure 1 and a site plan is included as Figure 2. A map of surface drainages has been included as Figure 3. A selection of photos taken by Aquaparian during the site survey completed on July 5, 2018 are included in Appendix A.

2.0 RESULTS

The rectangular-shaped parcel is approximately 2.5 acres. The parcel is developed with a single-family residence and garage with a shed at the back of the lawn area and a small cabin (approximately 83m²) in the southern corner of the lot facing Mariko Place. The in-ground septic field for the main residence is behind the house and the septic field for the cabin is to the east of the cabin. The property's original well was decommissioned several years due to its proximity to the septic field. The well in current use is located adjacent to the driveway near the access to North End Road.

The developed portion of the lot is surrounded by undeveloped second-growth forest. The tree canopy is comprised of Douglas fir (*Pseudotsuga menziesii*), western redcedar (*Thuja plicata*), bigleaf maple (*Acer macrophyllum*), red alder (*Alnus rubra*) and arbutus (*Arbutus menziesii*). The understory is dominated by oceanspray (*Holodiscus discolor*), snowberry (*Symphoricarpos albus*), nootka rose (*Rosa nutkana*), red huckleberry (*Vaccinium parvifolium*), willow, bracken fern (*Pteridium aquilinum*), sword fern (*Polystichum munitum*), salal (*Gaultheria shallon*), dull-Oregon grape (*Mahonia nervosa*), tall Oregon grape (*Mahonia aquifolium*), thimbleberry (*Rubus parviflorus*), western trumpet honeysuckle (*Lonicera ciliosa*) and trailing blackberry (*Rubus ursinus*). Invasive species include Himalayan blackberry (*Rubus armeniacus*), English holly (*Ilex aquifolium*), Scotch broom (*Cytisus scoparius*) and bamboo.

A small wet depression (approximately 10m x 10m) exists in the forested eastern corner of the site near the intersection of North End Road and Mariko Place. The soils within the depression were moist at the time of the assessment and the vegetation was comprised of red alder, sword fern, slough sedge (*Carex obnupta*), common rush (*Juncus effusus*), Indian plum (*Oemleria cerasiformis*), skunk cabbage (*Symplocarpus foetidus*), water parsley (*Oenanthe sarmentosa*) and giant vetch (*Vicia nigricans*).

The topography of the site is gently rolling with a general slope towards the ocean in the east. The soils are well-drained sandy loam. No sensitive eagle or heron nests were identified within the property.

The wet depression is a topographic low point within the property and likely a groundwater seepage area that drains into the Mariko Place ditch on the north side of the road, which then

drains east to the ditch along North End Road. The North End Road ditch on the southwest side of the road flows southeast for approximately 210m before it meets a culvert under North End Road that drains east into residential properties. The culvert appears to drain along North End Road to a tributary of McFadden Creek located at 2085 North End Road. The tributary flows northeast to the confluence with McFadden Creek south of North Beach Road.

The wet depression on the subject property does **not** provide fish habitat and drains into a ditch system that was installed in the community decades ago to collect stormwater runoff. No watercourses are present on the subject property and the closest watercourse is approximately 340m to the southeast of the property which is a true tributary to McFadden Creek. The surrounding properties are also considered rural residential. The nearest agricultural field appears to be approximately 300m to the northeast.

3.0 CONCLUSION

Aquaparian was retained to complete an assessment of surface watercourses and drainages within the subject property in support of a rezoning application with the Salt Spring Island Land Trust. This letter report is to be submitted in conjunction with a hydrologist report to determine the potential impacts of a private well use on neighbouring wells, on fish habitat and/or agricultural activity. No surface watercourses/waterbodies were found within the area that would be impacted by well use within the subject property.

Aquaparian trusts that the information provided in this report meets your requirements. Any questions regarding information provided in this document, please contact the undersigned at (250) 591-2258.

Sincerely,

AQUAPARIAN ENVIRONMENTAL CONSULTING LTD

Prepared by:

Reviewed/Revised by:



Crystal Campbell
Environmental Technician

Chris Zamora B.Sc., R.P.Bio
Biologist/Principal

\\AQUAPARIAN-NAS\Documents\Projects\Projects\N421 2188 North End Rd Saltspring\North End Road EA Letter Report.docx



203-321 Wallace Street, Nanaimo, BC V9R 5B6
SARAH BONAR 250-714-8446 CHRIS ZAMORA 250-714-8864

FIGURE 1
SITE LOCATION MAP

Figure 1. Site Location Map
2188 North End Road, Salt Spring Island, BC

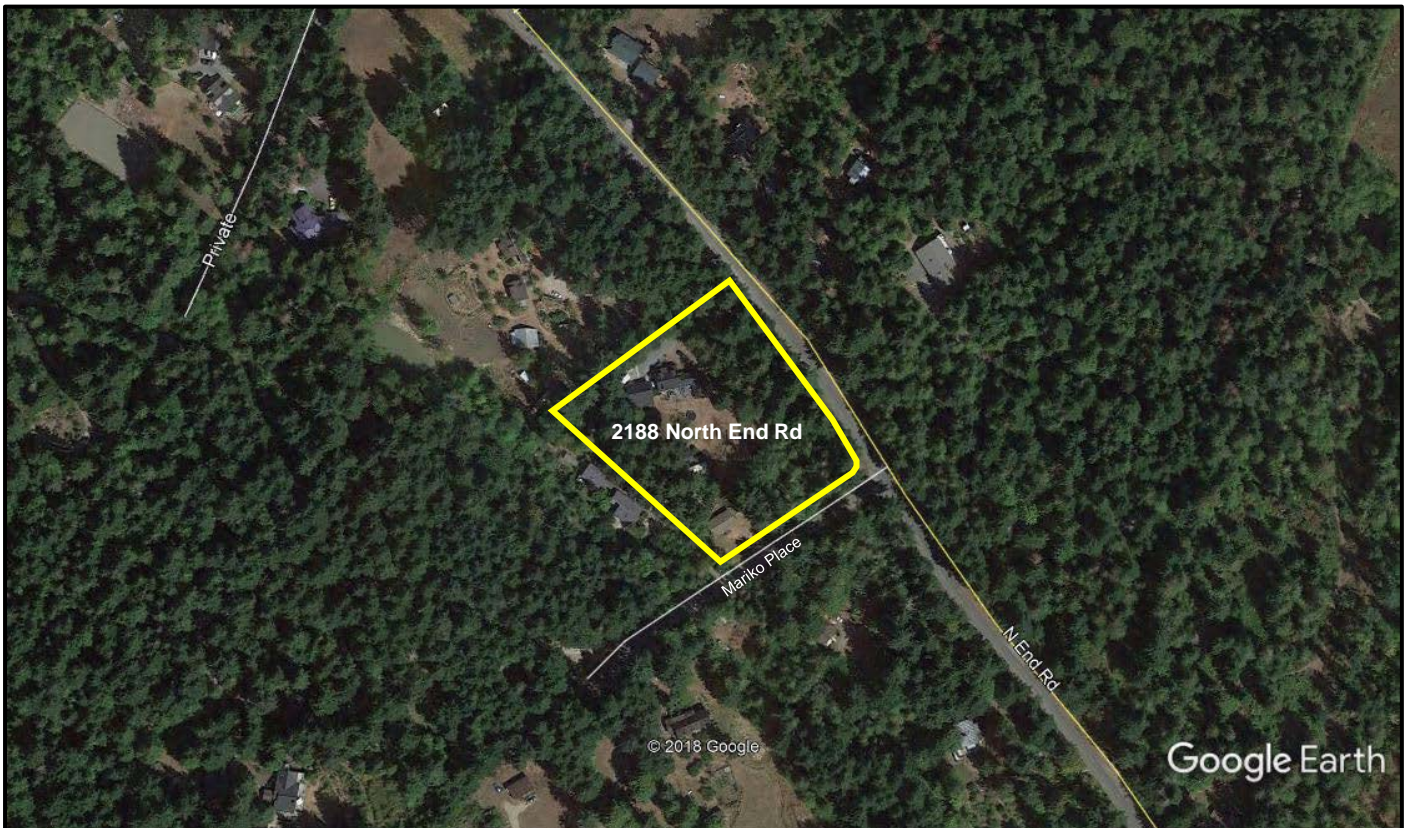


FIGURE 2
SITE PLAN

Figure 2. Site Plan

**BRITISH COLUMBIA LAND SURVEYOR'S BUILDING LOCATION
CERTIFICATE OF PART OF LOT 3, SECTION 7, RANGE 1, NORTH
NORTH SALT SPRING ISLAND, COWICHAN DISTRICT, PLAN 34166.
PID 000-276-901**

Scale 1:1000



All distances are in metres and decimals
thereof, unless otherwise noted.

The intended plot size of this plan is 432mm in width by 278mm in
height (B-size Landscape) when plotted at a scale of 1:1000.

Setbacks are derived from field survey completed on
June 22, 2017.

The civic address of the building is:
2188 North End Road

The following non-financial charges are shown on the current
Certificate of Title and may affect the property:

EF117631 - Covenant

This plan was prepared for building inspection purposes and is the
exclusive use of Robyn Keln.

This document shows the relative location of the surveyed structures
and features with respect to the boundaries of the parcel described
herein. This document shall not be used to define property lines or
property corners.

© Polaris Land Surveying Inc. accepts no responsibility or liability
for any damages that may be suffered by a third party as a result
of any decisions made, or actions taken based on this document.

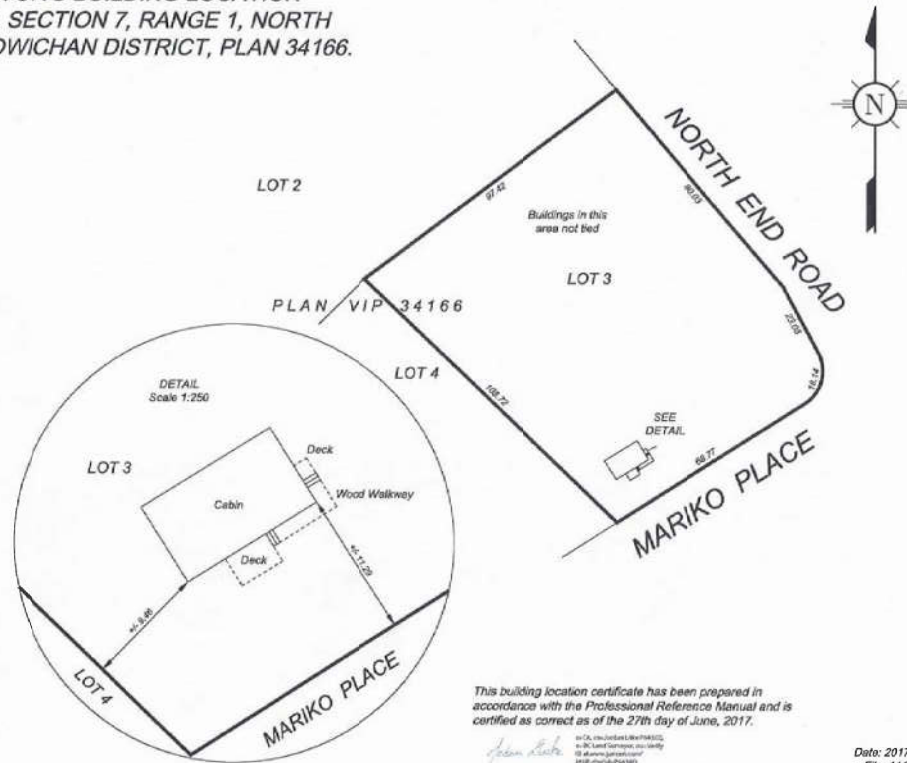
Polaris Land Surveying Inc.

Mailing & delivery address:
2411 Fulford-Ganges Rd.,
Salt Spring Island, BC, V8K 2K7

Toll Free: (877) 603 7398
Telephone: (250) 537 5502

www.plsi.ca

SSI@plsi.ca



This building location certificate has been prepared in
accordance with the Professional Reference Manual and is
certified as correct as of the 27th day of June, 2017.

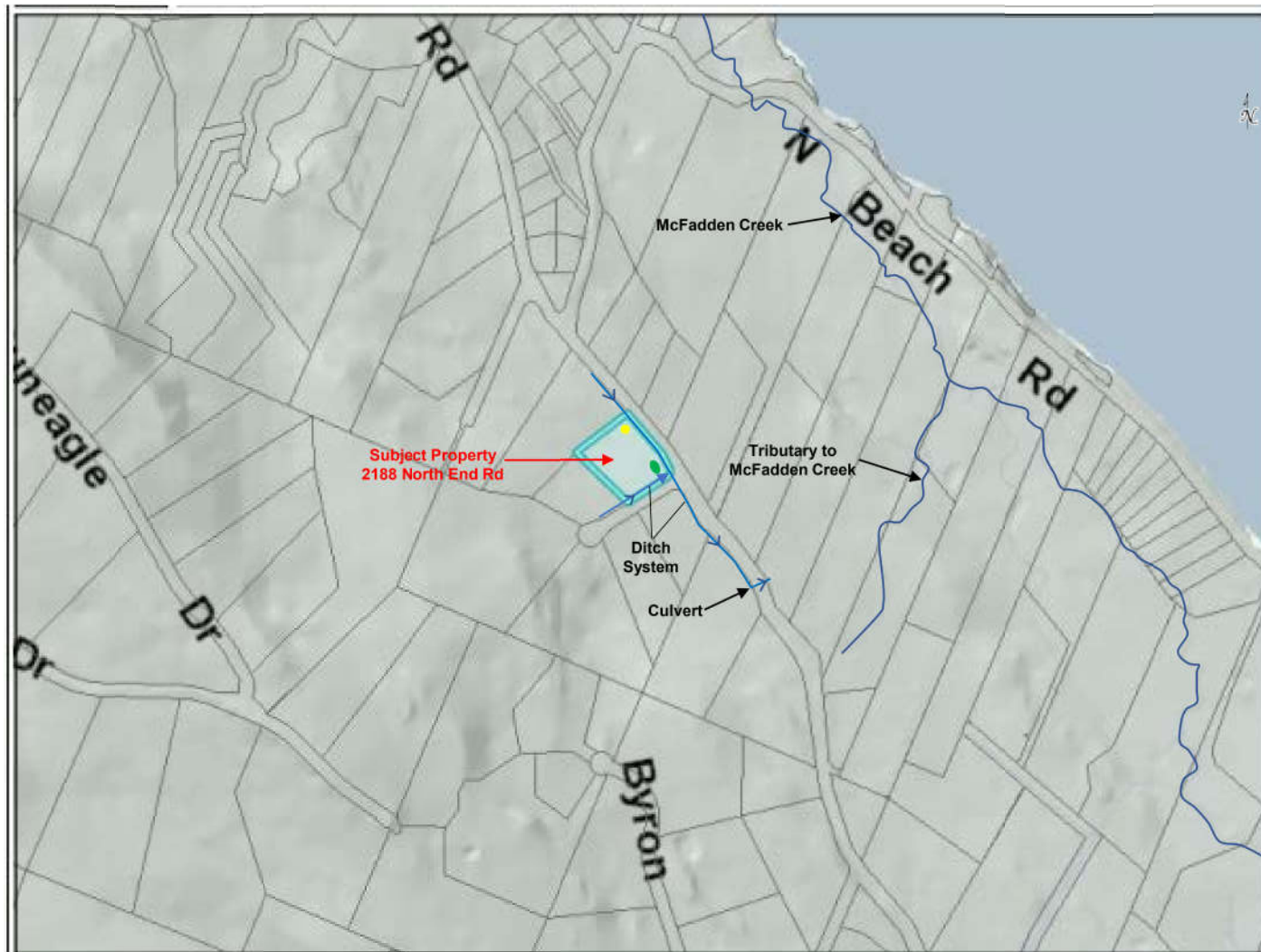
Jordan Elliot Liike
Jordan Elliot Liike, BCLS 905

This document is not valid unless digitally signed.

Date: 2017-06-27
File: 1118-Keln
Drawing: 1118-01_C3D
Layout: B-Landscape

FIGURE 3
SURFACE DRAINAGE MAP

**Figure 3. Surface Drainage Map
2188 North End Road, Salt Spring Island**



LEGEND:

- Existing Water Well
- Wet Depression

APPENDIX A

SITE PHOTOGRAPHS

2188 North End Road, Salt Spring Island, BC
Photo Sheet 1



Photo 1. Showing the front of the main single-family residence of the property at 2188 North End Road, Salt Spring Island.



Photo 2. The backyard of the main residence where the septic field is located. A shed is located to the left of the photo. The property's original well was decommissioned in the middle of the lawn.



Photo 3. Showing the front of the secondary residence (small cabin) on the subject property that will be using the water supply from the well. The cabin fronts onto Mariko Place.



Photo 4. The water well is located in the pump house shown adjacent to the driveway that accesses North End Road.



Photo 5. Showing the second-growth forest located along North End Road with a tree canopy dominated by Douglas fir, western redcedar, red alder and arbutus.



Photo 6. Showing the vegetated portion of the property along the southwest border. A split rail fence runs along the driveway.



Photo 7. Showing the wet depression within the forested eastern corner of the lot near the intersection of North End Road and Mariko Place. Slough sedge, common rush, skunk cabbage and water parsley wetland vegetation is present in the small depression.



Photo 8. The wet depression drains south into the ditch system along Mariko Place which drains east to the North End Road ditch system.



Photo 9. Showing the Mariko Road ditch on the left side of the road flowing east towards North End Road.



Photo 10. The ditch along the southwest side of North End Road flows southeast across the driveway of the subject property.



Photo 11. Showing McFadden Creek and the inflow of the culvert the spans under North Beach Road 530m north of the subject parcel. McFadden Creek flows through residential and commercial properties along the south side of North Beach Road.



Photo 12. The outflow of the culvert for McFadden Creek under North Beach Road.



3060 Lake Road, Denman Island, BC V0R 1T0
 Tel : (250) 335-1864 Fax: (250) 335-1846
 Email: envh2o@island.net

August 31, 2018

H₂O File: 18-43

Islands Trust
 1-500 Lower Ganges Road
 Salt Spring Island, BC V8K 2N8

**Re: Hydrogeologic Review
 2188 North End Road, Salt Spring Island**

Introduction and Background

H₂O Environmental Ltd. (H₂O) was retained by the homeowner of the above referenced property to complete a pumping test of the onsite well in aid of a re-zoning application they are submitting to the Islands Trust. The results of that study have been reported under separate cover¹.

This letter is to address further Islands Trust concerns regarding the impact of the well on neighbouring wells, fish habitat and/or agricultural activity.

Well Conditions, Aquaparian Report Review and Discussion

This well was drilled in 1980. It has been in use for 38 years. The owner reports no quantity concerns over the 25 years their family has lived at the site. H₂O understands that the owner has not heard about water quantity troubles from neighbouring property owners.

H₂O understands that there is no subdivision associated with the current rezoning application and the well will continue to service both the main house and the cottage. As such, the use of this well will most likely not change significantly.

H₂O has reviewed the Aquaparian report of July 2018. It does not appear that there are any fish bearing streams in close proximity to this well.

The surrounding lots are residential with minor, if any, agricultural activity.

Conclusions

According to prior work by H₂O, the well can provide sufficient water for the property.

The use of the 38 year old well will not change significantly after the re-zoning and it has not become known to the homeowner that the neighbouring wells have had quantity problems in the past.

Due to the comparatively small volumes of water projected for residential use, it is expected that this well has not had in the past and will continue not to have an adverse

¹ H₂O Environmental Ltd. June 5, 2018 - Water Quantity Evaluation – Drilled Well, Well Tag 44431, 2188 North End Road

impact on the aquifer, the surrounding domestic wells or any receiving waters or agricultural wells.

Closure

This report has been prepared by H₂O for Robyn Kelln and the Islands Trust and is intended to provide a hydrogeologic review of the well at 2188 North End Road.

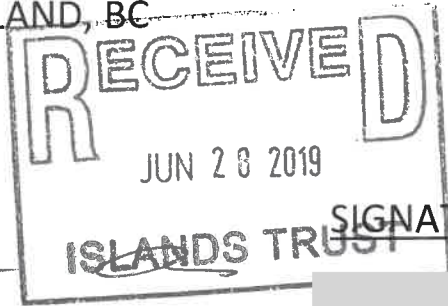
No hydrogeological investigation or well assessment can wholly eliminate uncertainty regarding the potential for unrecognized conditions in connection with an aquifer. This interpretation was based, in part, on reports by others. Completion of this review was intended to reduce, but not eliminate, uncertainty regarding the impact of this well on neighbouring properties, given the limits of the investigation and the reasonable limits of time and cost. No warranty expressed or implied is made.

H₂O appreciates the opportunity to provide our services to you. Please do not hesitate to call if you have any questions or comments concerning this report.

Sincerely,
H₂O Environmental Ltd.

Per: 
Steven M. Carballeira, P.Geo.

RE-ZONING OF 2188 NORTH END RD TO AFFORDABLE HOUSING
FOR 108 MARIKO PLACE
SALT SPRING ISLAND, BC



WE, THE UNDERSIGNED ARE NOT OPPOSED:

	NAME	SIGNATURE
124 MARIKO PLACE	[Redacted]	[Redacted]
127 MARIKO PLACE	[Redacted]	[Redacted]
129 MARIKO PLACE	[Redacted]	[Redacted]
130 MARIKO PLACE	[Redacted]	[Redacted]
2083 NORTH END RD	[Redacted]	[Redacted]
2085 NORTH END RD	[Redacted]	[Redacted]
2121 NORTH END RD	[Redacted]	[Redacted]
2124 NORTH END RD	[Redacted]	[Redacted]
2140 NORTH END RD	[Redacted]	[Redacted]
2161 NORTH END RD	[Redacted]	[Redacted]
2183 NORTH END RD	[Redacted]	[Redacted]
2190 NORTH END RD	[Redacted]	[Redacted]
2191 NORTH END RD	[Redacted]	[Redacted]
2199 NORTH END RD	[Redacted]	[Redacted]
2216 NORTH END RD	[Redacted]	[Redacted]
2232 NORTH END RD	[Redacted]	[Redacted]
2234 NORTH END RD	[Redacted]	[Redacted]

LAND TITLE ACT
FORM C (Section 233) RELEASE
GENERAL INSTRUMENT - PART 1 Province of British Columbia

Appendix 6

PAGE 1 OF 1 PAGES

Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c.250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession.

1. APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)

Bartlett & Company Law Corporation

Barristers and Solicitors

225 Vancouver Avenue

Nanaimo

BC V9S 4E9

Telephone: (250) 741-0007

File Number: Kelln

Deduct LTSA Fees? Yes ☒

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
 [PID] [LEGAL DESCRIPTION]

000-276-901

**LOT 3, SECTION 7, RANGE 1 NORTH, NORTH SALT SPRING ISLAND,
 COWICHAN DISTRICT, PLAN 34166**

STC? YES ☐

3. NATURE OF INTEREST BEING RELEASED

Covenant

CHARGE NO.

EF117631

ADDITIONAL INFORMATION

4. TERMS

The charge described in item 3 is released or discharged as a charge on the land described in item 2.

5. TRANSFEROR(S):

ISLANDS TRUST

6. TRANSFEREE(S): (including postal address(es) and postal code(s))

Registered owner

7. ADDITIONAL OR MODIFIED TERMS:

N/A

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

Officer Signature(s)

Execution Date

Y	M	D
19		

Transferor(s) Signature(s)

ISLANDS TRUST, by its authorized signatory(ies)

Name:

Name:

OFFICER CERTIFICATION:

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