



Islands Trust

REPORT

STAFF

File No.: DE-RZ-2024.1 (Triple Rock
Land Cooperative)

DATE OF MEETING: May 20, 2025

TO: Denman Island Local Trust Committee

FROM: Marlis McCargar, Island Planner
Northern Team

SUBJECT: Application to amend the LUB to allow for additional density
Applicant: Laura Busheikin on behalf of Triple Rock Land Cooperative
Location: 5201 Denman Road, Denman Island
PID 028-101-677

RECOMMENDATION

1. That Denman Island Local Trust Committee Bylaw No. 255 cited as “Denman Island Official Community Plan, 2008, Amendment No. 2, 2025” be read a first time.
2. That Denman Island Local Trust Committee Bylaw No. 255 cited as “Denman Island Official Community Plan, 2008, Amendment No. 2, 2025” be read a second time.
3. That Denman Island Local Trust Committee Bylaw No. 250 cited as “Denman Island Land Use Bylaw, 2008, Amendment No. 2, 2024” be read a second time.
4. That Denman Island Local Trust Committee Bylaw No. 254 cited as “Denman Island Housing Agreement Bylaw No. 254, 2025” be read a first time.
5. That Denman Island Local Trust Committee Bylaw No. 254 cited as “Denman Island Housing Agreement Bylaw No. 254, 2025” be read a second time.
6. That the Denman Island Local Trust Committee request staff to schedule a (virtual or in-person) community information meeting in summer 2025 for application DE-RZ-2024.1 (Triple Rock Land Cooperative) and Proposed Bylaw Nos. 250, 254 and 255.
7. That the Denman Island Local Trust Committee request staff to refer proposed Bylaw No. 255 cited as “Denman Island Official Community Plan, 2008, Amendment No. 2, 2025” to the following First Nations, Local Governments and agencies for comment: Cowichan Tribes, Halalt First Nation, Da'naxda'xw/Awaetlala First Nation, Qualicum First Nation, Tla'amin Nation, Nanwakolas Council, Wei Wai Kum Nation, We Wai Kai Nation, Lyackson First Nation, Penelakut Tribe, Snuneymuxw First Nation, Snaw'Naw'As Nation, Stz'uminus First Nation, Te'Mexw Treaty Association, Tsu'uubaa-asatx First Nation, Tlowitsis First Nation, Homalco First Nation (Xwemalhkwu), Mamalilikulla First Nation, K'ómoks First Nation, Comox

Valley Regional District, School District #71 (Comox Valley), Hornby Island Local Trust Committee, Agricultural Land Commission and Ministry of Housing and Municipal Affairs.

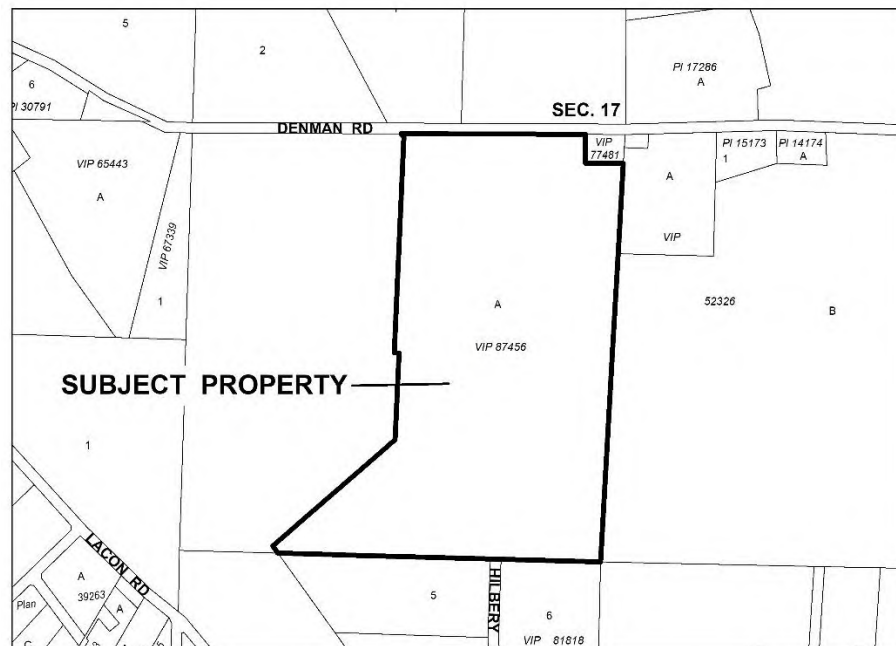
REPORT SUMMARY

This report introduces draft bylaws to amend the Denman Island Official Community Plan (OCP) to remove four densities from the density bank to accommodate the proposed development as well as an updated Housing Agreement to ensure it reflects the changes in zoning.

Staff is recommending that the draft bylaws Nos. 254 and 255 in Attachments 1 and 3 of this report be given First and Second Readings as presented and that Proposed Bylaw No. 250 be given Second Reading. All relevant background information is posted to the Islands Trust [current applications webpage](#).

BACKGROUND

The Denman Island Local Trust Committee (LTC) is considering a rezoning application from Triple Rock Land Cooperative (DE-RZ-2024.1) to permit 19 dwelling units and associated secondary suites. As part of the application, a Housing Agreement is required to secure long-term affordability and occupancy provisions.



Subject Property Map

The Denman Island LTC passed the following resolution at the June 4, 2024 regular business meeting to initiate this work:

DE-2024-050

It was MOVED and SECONDED

that the Denman Island Local Trust Committee request the applicant for DE-RZ-2024.1 (Triple Rock Land Cooperative) enter into a cost recovery agreement with the Islands Trust for the purposes of vetting an amended housing agreement, which the applicant will provide.

CARRIED

Staff have worked with the applicant to prepare a draft housing agreement for LTC consideration (Attachment 3).

On October 8, 2024 the Denman Island LTC gave first reading to Proposed Bylaw No. 250 (LUB) and forwarded the bylaw to agencies and First Nations for comment. A summary of referral responses received to date are included in this report. The Denman Island Local Trust Committee (LTC) passed the following resolutions were passed at that meeting:

DE-2024-065

that Denman Island Local Trust Committee Bylaw No. 250 cited as “Denman Island Land Use Bylaw, 2008, Amendment No. 2, 2024” be read a first time.

CARRIED

DE-2024-066

that the Denman Island Local Trust Committee has reviewed the Islands Trust Policy Statement Directives Only Checklist and determined that Bylaw No. 250, cited as “Denman Island Land Use Bylaw, 2008, Amendment No. 2, 2024”, is not contrary to or at variance with the Islands Trust Policy Statement.

CARRIED

At the time, it was anticipated that an OCP amendment would not be required for this application, as the LTC was advancing a separate project (Proposed Bylaw Nos. 248 and 249) that would have eliminated the density bank from the OCP altogether. However, that project did not continue and the bylaws did not proceed. As a result, the current rezoning application now requires an OCP amendment to withdraw densities from the density bank, a step that was not originally anticipated. This has contributed to a somewhat irregular process, with the Land Use Bylaw (LUB) amendment already having received first reading and referrals, while the OCP amendment is being introduced at this later stage.

To address this, the Denman Island LTC passed the following resolutions at the March 18, 2025 regular business:

DE-2025-017

It was MOVED and SECONDED

that the Denman Island Local Trust Committee request staff to prepare a draft bylaw to amend the Denman Island Official Community Plan, 2008, to rezone Lot A, Section 17, Denman Island, Nanaimo District, Plan VIP87456 to enable application DE-RZ-2024.1 (Triple Rock Cooperative).

CARRIED

A draft bylaw to amend the OCP is included as Attachment 1 for LTC Consideration.

ANALYSIS

Issues and Opportunities

Staff have identified the following, discussed in more detail below:

- Summary of Referral Responses for Proposed Bylaw No. 250 (LUB)
- Summary of draft Bylaw No. 255 (OCP)
- Summary of draft Bylaw No. 254 (Housing Agreement)
- Bylaws Consistent with Islands Trust Policy Statement

Summary of Referral Responses

At the time of this report, referral responses from Ministry of Agriculture, Ministry of Housing and Municipal Affairs, Vancouver Island Health Authority, Agricultural Land Commission and Hornby Island LTC have been received. The referral response from K'omoks First Nation has been included as Attachment 5.

A summary of the referral responses that have been received are provided in Table 1:

Table 1. Summary of Referral Responses

First Nation/ Agency / Group	Summary Response to Bylaw Referral	Staff Comments
Hornby Island Local Trust Committee	<ul style="list-style-type: none"> Interests Unaffected by Bylaw 	None.
Ministry of Agriculture and Food	<ul style="list-style-type: none"> Ministry staff are pleased that no dwellings or development are proposed for the ALR-designated northern portion of the property. Ministry staff recommend placing the four new dwellings within the existing CoHo Landing cluster to maintain a suitable buffer from the ALR, as their exact locations haven't been provided and one existing structure appears to be very close to the ALR boundary. The added dwellings and increased residential density on the property are unlikely to negatively affect future farming potential on the site or nearby ALR lands. 	The four new dwellings will be within the existing CoHo Landing cluster.
Ministry of Housing and Municipal Affairs	<ul style="list-style-type: none"> Deferred to Agricultural Land Commission and Ministry of Housing comments 	None.
Vancouver Island Health Authority	<ul style="list-style-type: none"> Each home currently uses its own rainwater system for drinking water, which will continue with the new units and suites. However, if a shared system is introduced, it may trigger requirements under the Drinking Water Protection Act and Regulation, including permits, testing, treatment, and reporting. The Sewerage System Regulation applies to all onsite 	None.

	<p>systems, and given the property's size and composting toilet requirements, there appears to be sufficient space for new or amended septic systems and replacement fields. Existing systems must comply with regulations, and an Authorized Person should assess and update them as needed to accommodate secondary suites.</p>	
Agricultural Land Commission	<ul style="list-style-type: none"> • Since the R3 zone applies only to the non-ALR portion of the property, ALC staff have no comments. • ALC recommends using setback and buffer guidelines from the <i>Guide to Edge Planning</i> for any development near ALR boundaries to prevent future land-use conflicts. 	None.
Cowichan Tribes	<ul style="list-style-type: none"> • No comment. Defer to communities closer to Denman Island. 	None.
Ts'uubaa-asatx Nation	<ul style="list-style-type: none"> • Outside Ts'uubaa-asatx Nation's core title area. • Defer to the First Nation(s) whose traditional territory fronts this area, likely K'omoks First Nation. 	None.
Tla'amin Nation	<ul style="list-style-type: none"> • Outside of Tla'amin Nation's core territory. 	None.
K'ómoks First Nation	<ul style="list-style-type: none"> • Outside KFN designated areas of high archaeological potential (AOP) and does not require any Cultural Heritage Investigation Permits (CHIP). • Likely no concerns over the request. • However, are at capacity for environmental referrals and cannot meaningfully engage at this time. 	None.

Homalco First Nation	<ul style="list-style-type: none"> No concerns at this time. 	None.
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Summary of Draft Bylaw No. 255 (OCP)

The subject property is split designated as ‘Sustainable Resources’ and ‘Agriculture’ in the OCP and does not require an OCP re-designation. Draft Bylaw No. 255 (OCP - Attachment 1), if adopted, would remove four densities from the density bank.

Summary of Draft Bylaw No. 254 (Housing Agreement)

The current housing agreement for Triple Rock Cooperative, originally adopted in 2008, is being updated to reflect evolving housing needs. The proposed update is contained in draft Bylaw No. 254 (Attachment 3). If adopted, this bylaw will regulate the occupancy and affordability of 19 housing units, including their associated secondary suites, and will establish monitoring and reporting requirements to ensure compliance.

Key Updates in the Draft Housing Agreement:

- **Secondary Suites:** The agreement includes provisions governing the use and affordability of secondary suites, which were not addressed in the 2008 version.
- **Affordability Standards:** Rents for secondary suites must be at least 20% below the average market rent for comparable units on Denman Island. If Denman-specific data is unavailable, Comox Valley rents may be used, with appropriate adjustments for local differences.
- **Cooperative Rules and Policies:** The Cooperative Rules of Association and Memorandum of Association were included as attachments in the 2008 Housing Agreement, but the applicant has requested they not be included in the updated version, arguing that the agreement should focus solely on matters relevant to the LTC’s interests.

The key issue for the LTC is whether changes to these documents could affect the co-op’s obligations under the Housing Agreement.

If the LTC is not concerned about these documents changing over time without its review, they need not be attached to the agreement. If there is concern, the LTC could:

- Attach the current versions of the Cooperative Rules and Policies as schedules, as presented;
 - Define the term “Cooperative Rules and Policies” to mean those in effect at the time the Housing Agreement is signed; or
 - Require LTC consent (outside of a full HA amendment) for any future changes to those documents that could affect the co-op’s obligations under the agreement.
- **Expanded Definition of Family Member:**
The definition now includes not only individuals related by blood, adoption, or marriage (including marriage-like relationships), but also *chosen family members*—those with a close, long-standing, family-like relationship, regardless of legal or biological ties.

These changes aim to strengthen the original agreement by improving affordability protections, acknowledging diverse family structures, and ensuring that secondary suites support long-term housing goals.

Bylaw Consistency with the Islands Trust Policy Statement

The draft bylaw amendment (No. 255) is consistent with the policy directives of the Policy Statement. The Policy Statement Directives Checklist are included as Attachment 4 and will need to be endorsed by the LTC if the LTC gives first reading to the draft bylaw. The checklist will then be forwarded to the Executive Committee after third reading of the proposed Bylaw No. 255.

The Policy Statement Directives Checklist for proposed Bylaw No. 250 (LUB) was endorsed by the LTC on October 8, 2024.

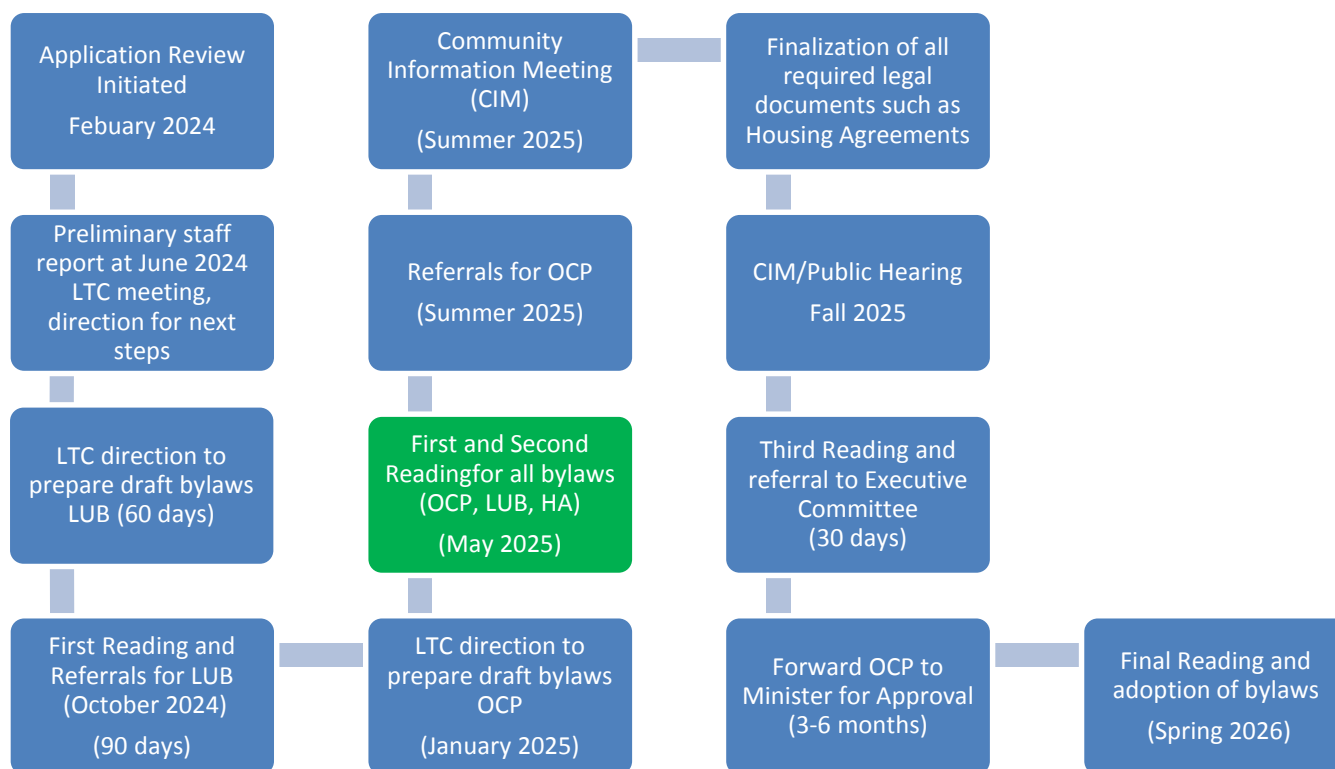
Consultation

As this application proposes an amendment to the Official Community Plan, the LTC is required to conduct a consultation process involving a set of referrals that are independent of any public hearing process. Following first reading of the bylaws staff recommend referrals to First Nations, provincial agencies, adjacent local governments and select referral agencies as detailed in the recommendations on page 1 of this report.

Staff also recommend a community information meeting as part of the review process, subsequent to the receipt of referral responses and in advance of a public hearing being scheduled. The LTC should consider if it wishes to undertake additional consultation than identified in the recommendations on page 1 of this report, and direct staff accordingly.

Application Process Steps and Timing

The following process steps and approximate timelines may assist in managing applicant and community expectations in how an OCP/LUB amendment application such as this, can be processed:



RATIONALE FOR RECOMMENDATIONS

Draft bylaws have been prepared to amend the OCP to withdraw from the density bank, and to establish a housing agreement. Staff recommend giving first and second readings to both draft Bylaw No. 255 (OCP) and draft Bylaw No. 254 (Housing Agreement) to initiate formal consultation with First Nations, agencies, and local governments.

Proposed Bylaw No. 250 (Land Use Bylaw) has already received first reading and been referred. Staff recommend proceeding with second reading of this bylaw as well, to maintain alignment with the other bylaws in the package.

The full list of staff recommendations can be found on page 1 of this report.

ALTERNATIVES:

1. Direction to amend the draft bylaws

The LTC may wish to make amendments to the draft bylaws. Recommended wording for the resolution is as follows:

That the Denman Island Local Trust Committee amend Proposed Bylaw No. 250, cited as the “Denman Island Land Use Bylaw, 2008, Amendment No. 2, 2024” by...

That the Denman Island Local Trust Committee amend draft Bylaw No. 254, cited as the “Denman Island Housing Agreement Bylaw No. 254, 2025” by...

That the Denman Island Local Trust Committee amend draft Bylaw No. 255, cited as the “Denman Island Official Community Plan Bylaw, 2008, Amendment No. 2, 2025” by...

2. Consider First Reading Only.

The LTC may choose to give first reading only to all bylaws and schedule a Community Information Meeting (CIM) prior to considering second reading. This approach may be appropriate if the LTC anticipates that significant changes to the bylaws could be needed following referral responses and community feedback received through the CIM process.

3. Proceed no further.

The LTC can choose this alternative at any stage in a bylaw amendment application. If this alternative is selected the following resolution is recommended:

“That the Denman Island Local Trust Committee proceed no further with application DE-RZ-2024.1 (Triple Rock Land Cooperative) for the following reasons (insert rationale).”

Next Steps

Should the LTC concur with the staff recommendations, bylaw referrals will be sent out requesting a response within 90 days of the date on the referral.

Submitted By:	Marlis McCargar, Island Planner	May 2, 2025
Concurrence:	Renée Jamurat, RPP MCIP, Regional Planning Manager	May 5, 2025

ATTACHMENTS

1. Draft Bylaw No. 255 (OCP) – for first and second readings
2. Proposed Bylaw No. 250 (LUB) - for second reading
3. Draft Bylaw No. 254 (Housing Agreement) – for first and second readings
4. ITPS Checklist (OCP)
5. Referral Responses from K’omoks First Nation dated November 1, 2024 and March 5, 2025

DRAFT

DENMAN ISLAND LOCAL TRUST COMMITTEE BYLAW NO. 255

A BYLAW TO AMEND DENMAN ISLAND OFFICIAL COMMUNITY PLAN BYLAW NO. 185, 2008

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

1. CITATION

This Bylaw may be cited for all purposes as “Denman Island Official Community Plan, 2008, Amendment No. 2, 2025”.

2. SCHEDULES

Denman Island Official Community Plan Bylaw No. 185, 2008 is amended as shown on Schedule 1, attached to and forming part of this bylaw.

3. SEVERABILITY

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

READ A FIRST TIME THIS	_____	DAY OF	_____	20____
PUBLIC HEARING HELD THIS	_____	DAY OF	_____	20____
READ A SECOND TIME THIS	_____	DAY OF	_____	20____
READ A THIRD TIME THIS	_____	DAY OF	_____	20____
APPROVED BY THE EXECUTIVE COMMITTEE OF THE ISLANDS TRUST THIS	_____	DAY OF	_____	20____
APPROVED BY THE MINISTER OF MUNICIPAL AFFAIRS THIS	_____	DAY OF	_____	20____
ADOPTED THIS	_____	DAY OF	_____	20____

CHAIR

SECRETARY

**DENMAN ISLAND LOCAL TRUST COMMITTEE
BYLAW NO. 255**

SCHEDULE 1

Appendix “D” of the Denman Island Official Community Plan No. 185, 2008, is amended as follows:

1. That the Residential Density Bank table of Appendix D, “Density Banking” be amended by the addition of a new entry, in sequential order, which reads as follows:
- 2.

Authorising Bylaw	Date Added to or transferred from the Bank	Legal Description	Number of residential dwelling units added or deleted	Cumulative total of residential dwelling units in the bank
255	[date of adoption]	Lot A, Section 17 Denman Island, Nanaimo District, Plan VIP87456	-4	$7 - 4 = 3$ (*as per standing resolution #2023-073) (* Final cumulative totals will be reconciled upon adoption of all relevant bylaws.)

PROPOSED

DENMAN ISLAND LOCAL TRUST COMMITTEE BYLAW NO. 250

A BYLAW TO AMEND DENMAN ISLAND LAND USE BYLAW, 2008

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

1. Citation

This bylaw may be cited for all purposes as “Denman Island Land Use Bylaw, 2008, Amendment No. 2, 2024”.

2. Denman Island Local Trust Committee Bylaw No. 186, cited as “Denman Island Land Use Bylaw, 2008,” is amended as per Schedule 1 attached to and forming part of this bylaw.

READ A FIRST TIME THIS 8TH DAY OF OCTOBER , 2024

READ A SECOND TIME THIS _____ DAY OF _____ , 202X

PUBLIC HEARING HELD THIS _____ DAY OF _____ , 202X

READ A THIRD TIME THIS _____ DAY OF _____ , 202X

APPROVED BY THE EXECUTIVE COMMITTEE OF THE ISLANDS TRUST THIS

_____ DAY OF _____ , 202X

ADOPTED THIS _____ DAY OF _____ , 202X

Chair

Secretary

**DENMAN ISLAND LOCAL TRUST COMMITTEE
BYLAW NO. 250**

Schedule 1

1. Schedule “A” of Denman Island Land Use Bylaw, 2008, is amended as follows:
 - 1.1 Part 2 – GENERAL REGULATIONS, Section 2.1 – Uses, Buildings and Structures, Subsection 4 is amended by deleting the paragraph in its entirety, and renumber accordingly.
 - 1.2 Part 2 – GENERAL REGULATIONS, Section 2.1 – Uses, Buildings and Structures, Subsection 5 is amended by deleting “A secondary suite is permitted within a dwelling unit provided that:” and replacing it with “Where regulations in Part 3 permit a secondary suite within a dwelling unit, a secondary suite is permitted provided that:”
 - 1.3 Part 3 – ZONE REGULATIONS, Section 3.3 Residential Zoning Tables – Table 1 – Permitted Uses is amended by deleting “and secondary dwelling units” and the note “Secondary dwelling units must be approved through a Temporary Use Permit” in line item 10 and in the R3 column, adding a check mark.
 - 1.4 Part 3 – ZONE REGULATIONS, Section 3.3 Residential Zoning Tables – Table 1 – Permitted Uses is amended by adding “secondary dwelling units” and the note “Secondary dwelling units must be approved through a Temporary Use Permit” as a line item following number 10 and in the R2 column adding a check mark, and renumber accordingly.
 - 1.5 Part 3 – ZONE REGULATIONS, Section 3.3 Residential Zoning Tables – Table 3 – Density of Uses, Buildings and Structures, line item 3 and in the R3 column, is amended by replacing the number “15” with the number “19”.
 - 1.6 Part 3 – ZONE REGULATIONS, Section 3.3 Residential Zoning Tables – Table 6 – Floor Area is amended by adding an additional line item after number 3 that states “Maximum gross floor area of a building with a single family dwelling unit and a secondary suite” and adding “186 m²” in the R3 column, and renumber accordingly.
 - 1.7 Part 3 – ZONE REGULATIONS, Section 3.3 Residential Zoning Tables – Table 6 – Floor Area is amended by deleting “1275 m²” in line item 6 and in the R3 column, and replacing it with “2174 m²”.

**DENMAN ISLAND LOCAL TRUST COMMITTEE
BYLAW NO. 254**

Housing Agreement

THIS AGREEMENT DATED FOR REFERENCE THE ____ DAY OF ____, 20__ is BETWEEN:

TRIPLE ROCK LAND COOPERATIVE, a cooperative incorporated under the laws of the province of British Columbia and having its office at 5201 Denman Rd, Denman Island, B.C., V0R 1T0.

(the "Owner");

AND:

DENMAN ISLAND LOCAL TRUST COMMITTEE, a corporation under the *Islands Trust Act*, having an office at 2 Floor, 1627 Fort Street, Victoria, B.C., V8R 1H8

(the "Trust Committee")

WHEREAS:

- A. The Owner is the registered owner of those Lands situated on Denman Island and legally described as PID: 028-101-677, Lot A Section 17 Denman Island Nanaimo District Plan VIP87456 (the "Lands");
- B. The Owner is an association constituted under the Cooperative Association Act, SBC 1999, c. 28 and has as its sole object the creation of a co-operatively owned and managed affordable housing community on Denman Island;
- C. The Owner applied to the Denman Island Local Trust Committee for a rezoning of the Lands by means of Denman Island Land Use Bylaw, _____ to permit the development of 19 co-operative housing units with secondary suites, accessory buildings, and a common house on the Lands;
- D. The Trust Committee may, pursuant to Section 29 of the Islands Trust Act and Section 483 of the Local Government Act, enter into an agreement with an owner of land that includes terms and conditions regarding the occupancy, tenure and availability to specified classes of persons of dwelling units located on those lands;
- E. Section 219 of the Land Title Act permits the registration of a covenant of a negative or positive nature in favour of the Trust Committee in respect of the use of land or construction on land;
- F. The Owner and the Trust Committee wish to enter into this Agreement to ensure Cooperative Housing Units remain affordable according to the terms and conditions set out in this Agreement to have effect as both a covenant under section 219 of the Land Title Act and a housing agreement under section 483 of the Local Government Act; and
- G. The 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 Trust Committee to the

Owner, the receipt of which is acknowledged by the Owner, and in consideration of the promises exchanged below, the Trust Committee and the Owner agree, as a housing agreement between the Owner and the Trust Committee under section 483 of the Local Government Act, and as a covenant under section 219 of the Land Title Act, as follows:

a. Definitions – in this Agreement:

- (1) “Co-operative Housing Unit” means a Primary Housing Unit and may include a Secondary Suite;
- (2) “Co-operative member” means a member of the Triple Rock Land Cooperative or another cooperative approved by the Denman Island Local Trust Committee;
- (3) “Co-operative Rules and policies” means the rules and policies of the Triple Rock Land Cooperative or another cooperative approved by the Denman Island Local Trust Committee;
- (4) “CPI” means the all-items consumer price index for Victoria, British Columbia published by Statistics Canada;
- (5) “Dwelling Unit” means one or more rooms in a building, containing a single set of cooking facilities, and used or intended to be used, as a residence by an individual or a group of individuals living together in common occupancy;
- (6) “Family Member” means a person who lives with and is related to the Co-operative member by blood, adoption, marriage (including a marriage-like relationship). It also includes a chosen family member, an individual with whom the member shares a close, long-standing, family-like relationship, regardless of legal or biological ties;
- (7) “Primary Housing Unit” means a single detached Dwelling Unit occupied as a residence by at least one Co-operative member; and
- (8) “Secondary Suite” means a Dwelling Unit located within the same building as, and having a lesser floor area than, a Primary Housing Unit.

b. Agreement over the Lands:

1. 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 must at all times be used and occupied in compliance with all statutes, laws, regulations, orders of any authority having jurisdiction, and this Agreement; and
 - b. If a building is demolished or is otherwise replaced, this Agreement shall continue to apply to the Lands and the construction on the Lands shall be subject to the requirements of this Agreement.
2. The Owner covenants and agrees with the Trust Committee that, in perpetuity:
 - a. the Lands must not be used, and no building or structure may be constructed on the Lands, other than for 19 Co-operative Housing Units, a common house, and non-residential accessory buildings and structures as defined in this Agreement and the

Denman Island Land Use Bylaw, and any home-based business permitted by the Denman Island Land Use Bylaw;

- b. the Lands must not be used and no building or structure may be constructed on the Lands except in accordance with any Siting and Use Permit issued by the Denman Islands Local Trust Committee; and
- c. The Lands shall not be subdivided by subdivision plan, strata plan or otherwise howsoever.

c. Dissolution of the Co-operative - If on the winding up or dissolution of the Owner, any property remains after the satisfaction of all its debts and liabilities and the costs, expenses and charges of the winding up, that property must not be paid to or distributed among the Co-operative members; and must be given or transferred to an institution:

- a. that has as its object the co-operative ownership and management of affordable housing on Denman Island; and
- b. that has been chosen by the Co-operative members and approved by the Trust Committee at or before the time of dissolution.

d. Occupancy of Primary Housing Units

- 1. No Primary Housing Unit shall be occupied by any person who is not a Co-operative member, a family member of such a member, the guest of such a member, a tenant or roommate of a Co-operative member approved by the Owner pursuant to the Co-operative Rules and policies, a caregiver of the Co-operative member, or a person whose membership in the Owner is under consideration by the Owner pursuant to the Co-operative Rules and policies.
- 2. Every Primary Housing Unit shall have a Co-operative member as its primary occupant, except when a Co-operative member is on a temporary leave-of-absence as permitted by the Co-operative Rules and policies.
- 3. Co-operative members shall have the Primary Housing Unit as their principal residence.
- 4. Primary Housing Units may not be used for any form of vacation rental, including short-term vacation rentals.

e. Pricing of Co-operative membership shares and Housing Units

- 1. The purchase price of a membership share in the Owner may not exceed the acquisition price of the share, plus the lesser of: any increase in the annual average CPI from the year in which the share was acquired to the year in which it is transferred, and 2% annually.
- 2. The purchase price of a Co-operative Housing Unit upon any sale of the Co-operative Housing Unit in connection with a transfer of shares in the Owner may not exceed the depreciated replacement cost of the Co-operative Housing Unit, as determined by a member of the Appraisal Institute of Canada who is at arm's length from each Co-operative member and furthermore may be limited to a maximum value (a cap) as determined by policies set by the Owner.

f. Occupancy and Affordability of Secondary Suites

1. Occupancy of Secondary Suites is limited to caregivers and family members of the Co-operative member who is the main occupant of the Primary Housing Unit to which the Suite is attached, Co-operative members, people applying for Co-operative membership, and people volunteering for or otherwise actively involved with and committed to the Co-operative. Occupants of Secondary Suites must be approved by the Owner.
 2. The amount of rent charged for Secondary Suites must be at least 20% less than the average comparable market rent charged for a similar unit or rental arrangement on Denman Island, or, in the absence of Denman Island data, in the Comox Valley in which case any comparables should be adjusted to reflect the likely discount or increase for Denman as compared to the Comox Valley.
 3. Secondary Suites may not be used for any form of vacation rental, including short-term vacation rentals.
- g. Monitoring and Reporting to the Local Trust Committee** - The Owner must deliver to the Trust Committee within six weeks of the transfer of any shares in the Owner and the closing of any sale of a Co-operative Housing Unit a completed statutory declaration, substantially in the form attached as Schedule A, sworn by a director of the Owner and the Co-operative member transferring shares and attaching a copy of the share transfer agreement, the agreement of purchase and sale for the Co-operative Housing Unit, and the certification of a member of the Appraisal Institute of Canada who is at arm's length from each Co-operative member, as to the depreciated replacement cost of the Co-operative Housing Unit, assessed no more than 15 months prior to the date of the purchase and sale of the Co-operative Housing Unit.
- h. Order to Comply** - If the Owner is in default of the performance or observation of this Agreement, the Trust Committee may give the Owner a notice of default requiring the Owner to comply with the 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 Trust Committee, within the time stated in any Notice of Default provided to the Owner by the Trust Committee.
- i. Management** – The Owner covenants and agrees to furnish good and efficient management of the Lands and shared infrastructure on the Lands. If and when the Trust Committee has reasonable grounds to believe that a continuing breach of this Agreement exists, the Trust Committee may authorize its representatives to inspect the Lands at any reasonable time with reasonable notice to the Owner, subject to the notice provisions of the *Residential Tenancy Act*.
- j. No Transfer** - The Owner must not transfer the Lands, other than to an association constituted under the *Cooperative Association Act* or other non-profit association incorporated under the *Societies Act*, having as its object the co-operative ownership and management of affordable housing on Denman Island.
- k. Cooperative Standing** – The Owner must maintain its standing as a co-operative under the *Cooperative Act* or as a society under the *Societies Act*, as applicable, to ensure the ongoing occupancy and affordability objectives set out in this Agreement, and must not amend its memorandum of association, co-operative rules of association, constitution, or bylaws, as applicable, in any manner that would prevent, or adversely affect, the ability of the Owner to

perform its obligations under this Agreement.

- l. Specific Performance of Agreement** - The Owner agrees that the 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 Co-operative Housing Units. The Owner further acknowledges that a breach of this Agreement may constitute a breach of the Denman Island Land Use Bylaw, as amended from time to time.
- m. Assignment** - The Owner acknowledges that the 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 Trust Committee shall be interpreted as a reference to that party provided that the Trust Committee has so advised the Owner.
- n. Indemnity** - The Owner shall indemnify and save harmless the 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 at law responsible, including breaches of this Agreement.

This clause will survive the termination of this Agreement.

- o. Release** - The Owner releases and forever discharges the 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 the performance by the Owner of its obligations under this Agreement, or the enforcement of this Agreement.

This clause will survive the termination of this Agreement.

- p. Trust Committee Powers Unaffected** - This Agreement does not limit the discretion, rights, duties or powers of the Trust Committee under any enactment or the common law, impose on the Trust Committee any duty or obligation, affect or limit any enactment relating to the use or subdivision of the Lands, or relieve the Owner from complying with any enactment.
- q. No Public Law Duty** - Wherever in this Agreement an act, determination, consent, approval or agreement of the 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.
- r. No Waiver** - No condoning, excusing or overlooking by the 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 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 Trust Committee.

- s. **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* and agrees that the Owner will register a notice of this Agreement against title to the Lands.
- t. **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 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.
- u. **Limitation on Owner's Obligations** - The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Lands.
- v. **Amendment** - This Agreement may not be modified or amended except by bylaw of the Trust Committee, upon an agreement in writing between the Trust Committee and the Owner.
- w. **Notices** - Any notice required to be given pursuant to this Agreement shall be in writing and shall be given to the Owner or the 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 Trust Committee may advise the others in writing in accordance with this paragraph. Notice to the Trust Committee must be addressed to the Secretary of the Islands Trust. If given in person or by facsimile transmission, such notice will be deemed to be received when delivered and, if mailed, such notice will be deemed to be received only when actually received by the party to whom it is addressed.
- x. **Enurement** - This Agreement is binding upon and enures to the benefit of the parties and their respective successors and permitted assigns.
- y. **Remedies Cumulative** - The remedies of the Trust Committee specified in this Agreement are cumulative and are in addition to any remedies of the Trust Committee at law or in equity. No remedy shall be deemed to be exclusive, and the Trust Committee may from time to time have recourse to one or more or all of the available remedies specified herein or at law or in equity.
- z. **Severability** - Each covenant and agreement contained in this Agreement is, and shall be construed to be, a separate and independent covenant or agreement and the breach of any such covenant or agreement by the Owner shall not discharge or relieve the Owner from its obligations to perform. If any term or provision of this Agreement, or its application to any person or circumstance shall to any extent be found to be invalid and unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.
- aa. **Joint and Several** - In the case of more than one Owner, the grants, covenants, conditions, provisions, agreements, rights, powers, privileges and liabilities of the Owner shall be construed and held to be several as well as joint.

bb. Included Words - 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.

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

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

ee. Time of Essence -Time is of the essence in this Agreement.

ff. 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.

gg. 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.

hh. 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"
Memorandum Of Association
Triple Rock Land Cooperative

1. The name of the Association is: Triple Rock Land Cooperative
2. The purpose of the association is:
To create a cooperatively owned and managed affordable housing community on Denman Island.
3. Authorized Share Capital:

The capital of the Cooperative consists of an unlimited number of membership shares, divided into shares of the following denomination: \$1000.00
4. The liability of a member of the Association is limited in accordance with the Cooperative Association Act.

DRAFT

SCHEDULE "B"
Rules of the Association
Triple Rock Land Cooperative

Preliminary

1. In these rules, unless the context otherwise requires, words importing the singular include the plural, and vice versa.
2. "They" and "their" can be used to mean "he/she" and "his/her" respectively.
3. "Act" means the *Cooperative Association Act*; and "call", "director", "special resolution", "Memorandum", "officer" and "Rules" have the meanings assigned to them by the Act.
4. "The Cooperative" and the "The Coop" mean **"TRIPLE ROCK LAND COOPERATIVE"**.

Membership

5. Any person who supports the goals and objectives of the Triple Rock Land Cooperative may apply to become a member.
6. Potential members may make an application for membership in writing to the directors. The directors may require a trial period of residence or other type of participation, and may accept, postpone or refuse it.
7. Once an individual's application for membership is accepted by the directors, and upon purchasing a minimum of two shares, the individual becomes a member and is entitled to full privileges and responsibilities.
8. All members' financial responsibilities and liabilities are established according to the following guideline:
total costs to the Cooperative of land purchase, and of all common expenses for permanent structures and changes to the shape and status of the land, including infrastructure, buildings, administration costs for legal help, consultants, professionals, rezoning, and other fees, divided by the number of members
plus
any amounts borrowed by the Cooperative for the member's residential dwelling or portion of residential dwelling
plus
total costs to the Cooperation of maintenance, short-term coverage of members' outstanding payments to the Coop, reserve fund, and other unforeseen expenses, divided by the number of members.

SCHEDULE "C"

DENMAN ISLAND LOCAL TRUST COMMITTEE

FORM OF STATUTORY DECLARATION

CANADA)	IN THE MATTER OF A HOUSING
)	AGREEMENT with the Denman Island
PROVINCE OF BRITISH COLUMBIA)	Local Trust Committee ("Housing
)	Agreement")

I, _____, of _____, British Columbia, do solemnly declare:

1. That I am a member of the Triple Rock Land Co-operative or its successor in title to land legally described as PID: 028-101-677, Lot A Section 17 Denman Island Nanaimo District Plan VIP87456 (the "Lands"), and make this declaration to the best of my personal knowledge.
2. The terms in this declaration have the same meaning as those defined in the Housing Agreement registered against the Lands.
3. This declaration is made pursuant to the Housing Agreement in respect of the Co-operative Housing Unit with the address _____
4. On the _____ day of, 20____ I entered into an agreement to transfer one or more shares in the owner of the Land's Co-operative Housing Unit, a true copy of which is attached to this declaration, to _____ for a total purchase price of \$_____ and no other consideration whatsoever.
5. Pursuant to an agreement of purchase and sale that will close on the _____ day of _____ 20____ of which a true copy is attached to this declaration, I intend to transfer all of my right and title in the Co-operative Housing Unit to _____ for a total purchase price of \$_____ and no other consideration whatsoever.
6. I make this solemn declaration, conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and pursuant to the *Canada Evidence Act*.

SWORN BEFORE ME at _____, in
the Province of British Columbia, this _____
day of _____ 20____.

A Commissioner for Taking Affidavits for
British Columbia

)
)
)
)
)
) _____
) Signature of person making declaration
)
)

I, _____, of _____, British Columbia do solemnly declare:

1. That I am a director of Triple Rock Land Co-operative or its successor in title to land legally described as the South West ¼ of Section 17, Denman Island, Nanaimo District, except that Part in Plan 14174 and Plan VIP77481, and make this declaration to the best of my personal knowledge.
2. That Paragraphs 5 and 6 of the Statutory Declaration of _____ set out above correctly disclose the amount of consideration in respect of the share transfer and ownership transfers described in those paragraphs.
3. I make this solemn declaration, conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and pursuant to the *Canada Evidence Act*.

SWORN BEFORE ME at _____, in _____)
The Province of British Columbia, this _____)
Day of _____, 20____.)

A Commissioner for Taking Affidavits for
British Columbia

) _____
)
)
)
) Signature of person making declaration

Attached:

- Share transfer agreement
- Agreement of purchase and sale for the Co-operative Housing Unit
- A certification of a member of the Appraisal Institute of Canada who is at arm's length from each Co-operative member as to the depreciated replacement cost of the Co-operative Housing Unit, assessed no more than one year prior to the date of the purchase and sale of the Unit



ISLANDS TRUST POLICY STATEMENT DIRECTIVES ONLY CHECKLIST (OCP)

File No.: DE-RZ-2024.1 (Bylaw No. 255)

File Name: Triple Rock Land Cooperative

PURPOSE

To provide staff with the Directives Only Checklist to highlight issues addressed in staff reports and as a means to ensure Local Trust Committees address certain matters in their official community plans and regulatory bylaws, Island Municipalities address certain matters in their official community plans, and to reference any relevant sections of the Policy Statement.

POLICY STATEMENT

The Policy Statement is comprised of several parts. Parts I and II outline the purpose, the Islands Trust object, and Council's guiding principles. Parts III, IV and V contain the goals and policies relevant to ecosystem preservation and protection, stewardship of resources and sustainable communities.

There are three different kinds of policies within the Policy Statement as follows:

- Commitments of Trust Council which are statements about Council's position or philosophy on various matters;
- Recommendations of Council to other government agencies, non-government organizations, property owners, residents and visitors; and
- Directive Policies which direct Local Trust Committees and Island Municipalities to address certain matters.

DIRECTIVES ONLY CHECKLIST

The Policy Statement Directives Only Checklist is based on the directive policies from the Policy Statement (Consolidated April 2003) which require Local Trust Committees to address certain matters in their official community plans and regulatory bylaws and Island Municipalities to address certain matters in their official community plans in a way that implements the policy of Trust Council.

Staff will use the Policy Statement Checklist (Directives Only) to review Local Trust Committee and Island Municipality bylaw amendment applications and proposals to ensure consistency with the Policy Statement. Staff will add the appropriate symbol to the table as follows:

- ✓ if the bylaw is consistent with the policy from the Policy Statement, or
- ✗ if the bylaw is inconsistent (contrary or at variance) with a policy from the Policy Statement, or
- N/A if the policy is not applicable.

PART III: POLICIES FOR ECOSYSTEM PRESERVATION AND PROTECTION

CONSISTENT	No.	DIRECTIVE POLICY
	3.1	Ecosystems
N/A	3.1.3	Local Trust Committees and Island Municipalities shall, in their official community plans and regulatory bylaws, address the identification and protection of the environmentally sensitive areas and significant natural sites, features and landforms in their planning area.
N/A	3.1.4	Local Trust Committees and Island Municipalities shall, in their official community plans and regulatory bylaws, address the planning, establishment, and maintenance of a network of protected areas that preserve the representative ecosystems of their planning area and maintain their ecological integrity.
N/A	3.1.5	Local Trust Committees and Island Municipalities shall, in their official community plans and regulatory bylaws, address the regulation of land use and development to restrict emissions to land, air and water to levels not harmful to humans or other species.
	3.2	Forest Ecosystems
N/A	3.2.2	Local Trust Committees and Island Municipalities shall, in their official community plans and regulatory bylaws, address the protection of unfragmented forest ecosystems within their local planning areas from potentially adverse impacts of growth, development, and land-use.
	3.3	Freshwater and Wetland Ecosystems and Riparian Zones
N/A	3.3.2	Local Trust Committees and Island Municipalities shall, in their official community plans and regulatory bylaws, address means to prevent further loss or degradation of freshwater bodies or watercourses, wetlands and riparian zones and to protect aquatic wildlife.
	3.4	Coastal and Marine Ecosystems
N/A	3.4.4	Local Trust Committees and Island Municipalities shall, in their official community plans and regulatory bylaws, address the protection of sensitive coastal areas.
N/A	3.4.5	Local Trust Committees and Island Municipalities shall, in their official community plans and regulatory bylaws, address the planning for and regulation of development in coastal regions to protect natural coastal processes.

PART IV: POLICIES FOR THE STEWARDSHIP OF RESOURCES

CONSISTENT	No.	DIRECTIVE POLICY
	4.1	Agricultural Land
✓	4.1.4	Local Trust Committees and Island Municipalities shall, in their official community plans and regulatory bylaws, address the identification and preservation of agricultural land for current and future use.
✓	4.1.5	Local Trust Committees and Island Municipalities shall, in their official community plans and regulatory bylaws, address the preservation, protection, and encouragement of farming, the sustainability of farming, and the relationship of farming to other land uses.
✓	4.1.6	Local Trust Committees and Island Municipalities shall, in their official community plans and regulatory bylaws, address the use of adjacent properties to minimize any adverse affects on agricultural land.
CONSISTENT	No.	DIRECTIVE POLICY
✓	4.1.7	Local Trust Committees and Island Municipalities shall, in their official community plans and regulatory bylaws, address the design of road systems and servicing corridors to avoid agricultural lands unless the need for roads outweighs agricultural considerations, in which case appropriate mitigation measures shall be required to derive a net benefit to agriculture.
N/A	4.1.8	Local Trust Committees and Island Municipalities shall, in their official community plans and regulatory bylaws, address land uses and activities that support the economic viability of farms without compromising the agriculture capability of agricultural land.
N/A	4.1.9	Local Trust Committees and Island Municipalities shall, in their official community plans and regulatory bylaws, address the use of Crown lands for agricultural leases.
	4.2	Forests
N/A	4.2.6	Local Trust Committees and Island Municipalities shall, in their official community plans and regulatory bylaws, address the need to protect the ecological integrity on a scale of forest stands and landscapes.
N/A	4.2.7	Local Trust Committees and Island Municipalities shall, in their official community plans and regulatory bylaws, address the retention of large land holdings and parcel sizes for sustainable forestry use, and the location and construction of roads, and utility and communication corridors to minimize the fragmentation of forests.
N/A	4.2.8	Local Trust Committees and Island Municipalities shall, in their official community plans and regulatory bylaws, address the designation of forest ecosystem reserves where no extraction will take place to ensure the preservation of native biological diversity.
CONSISTENT	No.	DIRECTIVE POLICY

	4.3	Wildlife and Vegetation
	4.4	Freshwater Resources
✓	4.4.2	Local Trust Committees and Island Municipalities shall, in their official community plans and regulatory bylaws, address measures that ensure neither the density nor intensity of land use is increased in areas which are known to have a problem with the quality or quantity of the supply of freshwater, water quality is maintained, and existing, anticipated and seasonal demands for water are considered and allowed for.
✓	4.4.3	Local Trust Committees and Island Municipalities shall, in their official community plans and regulatory bylaws, address measures that ensure water use is not to the detriment of in-stream uses
	4.5	Coastal Areas and Marine Shorelands
N/A	4.5.8	Local Trust Committees and Island Municipalities shall, in their official community plans and regulatory bylaws, address the needs and locations for marine dependent land uses.
N/A	4.5.9	Local Trust Committees and Island Municipalities shall, in their official community plans and regulatory bylaws, address the compatibility of the location, size and nature of marinas with the ecosystems and character of their local planning areas.
N/A	4.5.10	Local Trust Committees and Island Municipalities shall, in their official community plans and regulatory bylaws, address the location of buildings and structures so as to protect public access to, from and along the marine shoreline and minimize impacts on sensitive coastal environments.
N/A	4.5.11	Local Trust Committees and Island Municipalities shall, in their official community plans and regulatory bylaws, address opportunities for the sharing of facilities such as docks, wharves, floats, jetties, boat houses, board walks and causeways.
	4.6	Soils and Other Resources
N/A	4.6.3	Local Trust Committees and Island Municipalities shall, in their official community plans and regulatory bylaws, address the protection of productive soils.

PART V: POLICIES FOR SUSTAINABLE COMMUNITIES

CONSISTENT	No.	DIRECTIVE POLICY
	5.1	Aesthetic Qualities
N/A	5.1.3	Local Trust Committees and Island Municipalities shall, in their official community plans and regulatory bylaws, address the protection of views, scenic areas and distinctive features contributing to the overall visual quality and scenic value of the Trust Area.
	5.2	Growth and Development
✓	5.2.3	Local Trust Committees and Island Municipalities shall, in their official community plans and regulatory bylaws, address policies related to the aesthetic, environmental and social impacts of development.
✓	5.2.4	Local Trust Committees and Island Municipalities shall, in their official community plans and regulatory bylaws, address any potential growth rate and strategies for growth management that ensure that land use is compatible with preservation and protection of the environment, natural amenities, resources and community character.
✓	5.2.5	Local Trust Committees and Island Municipalities shall, in their official community plans and regulatory bylaws, address means for achieving efficient use of the land base without exceeding any density limits defined in their official community plans.
N/A	5.2.6	Local Trust Committees and Island Municipalities shall, in their official community plans and regulatory bylaws, address the identification of areas hazardous to development, including areas subject to flooding, erosion or slope instability, and strategies to direct development away from such hazards.
	5.3	Transportation and Utilities
N/A	5.3.4	Local Trust Committees and Island Municipalities shall, in their official community plans and regulatory bylaws, address the development of a classification system of rural roadways, including scenic or heritage road designations, in recognition of the object of the Islands Trust.
N/A	5.3.5	Local Trust Committees and Island Municipalities shall, in their official community plans and regulatory bylaws, address the impacts of road location, design, construction and systems.
N/A	5.3.6	Local Trust Committees and Island Municipalities shall, in their official community plans and regulatory bylaws, address the designation of areas for the landing of emergency helicopters.
✓	5.3.7	Local Trust Committees and Island Municipalities shall, in their official community plans and regulatory bylaws, address the development of land use patterns that encourage establishment of bicycle paths and other local and inter-community transportation systems that reduce dependency on private automobile use.
	5.4	Disposal of Waste
N/A	5.4.4	Local Trust Committees and Island Municipalities shall, in their official community plans and regulatory bylaws, address the identification of acceptable locations for the disposal of solid waste.
CONSISTENT	No.	DIRECTIVE POLICY

	5.5	Recreation
N/A	5.5.3	Local Trust Committees and Island Municipalities shall, in their official community plans and regulatory bylaws, address the prohibition of destination gaming facilities such as casinos and commercial bingo halls.
N/A	5.5.4	Local Trust Committees and Island Municipalities shall, in their official community plans and regulatory bylaws, address the location and type of recreational facilities so as not to degrade environmentally sensitive areas, and the designation of locations for marinas, boat launches, docks and anchorages so as not to degrade sensitive marine or coastal areas.
N/A	5.5.5	Local Trust Committees and Island Municipalities shall, in their official community plans and regulatory bylaws, address the identification of sites providing safe public access to beaches, the identification and designation of areas of recreational significance, and the designation of locations for community and public boat launches, docks and anchorages.
N/A	5.5.6	Local Trust Committees and Island Municipalities shall, in their official community plans and regulatory bylaws, address the identification and designation of areas for low impact recreational activities and discourage facilities and opportunities for high impact recreational activities.
N/A	5.5.7	Local Trust Committees and Island Municipalities shall, in their official community plans and regulatory bylaws, address the planning for bicycle, pedestrian and equestrian trail systems.
	5.6	Cultural and Natural Heritage
✓	5.6.2	Local Trust Committees and Island Municipalities shall, in their official community plans and regulatory bylaws, address the identification, protection, preservation and enhancement of local heritage.
N/A	5.6.3	Local Trust Committees and Island Municipalities shall, in their official community plans and regulatory bylaws, address the preservation and protection of the heritage value and character of historic coastal settlement patterns and remains.
	5.7	Economic Opportunities
✓	5.7.2	Local Trust Committees and Island Municipalities shall, in their official community plans and regulatory bylaws, address economic opportunities that are compatible with conservation of resources and protection of community character.
	5.8	Health and Well-being
✓	5.8.6	Local Trust Committees and Island Municipalities shall, in their official community plans and regulatory bylaws, address their community's current and projected housing requirements and the long-term needs for educational, institutional, community and health-related facilities and services, as well as the cultural and recreational facilities and services.

	POLICY STATEMENT COMPLIANCE
✓	<i>In compliance with Trust Policy</i>
	<i>Not in compliance with Trust Policy for the following reasons:</i>

From: Raini Bevilacqua <raini.bevilacqua@komoks.ca>
Sent: Friday, November 1, 2024 3:51 PM
To: Nadine Mourao; Lia Tarle
Cc: Carol McColl; Marlis McCargar; Reconciliation
Subject: Re: Denman Island Local Trust Committee Proposed Bylaw No. 250 Referral - For Response

Hi Nadine,

This property is outside the KFN AOP and does not require any CHIPs. I do not believe we have any concerns over the request. But if you would like to set up a meeting please let me know and we can schedule it in.

?imot
Raini



Raini Bevilacqua, M.A.
Archaeologist & Project Coordinator
Archaeology & Referrals Department
[K'ómoks First Nation](#)
3330 Comox Rd, Courtenay, BC
P: (250) 339-4545 ext. 120
C: (778) 835-4288
Follow us on [Facebook](#) and [Instagram](#)

tuwa akʷs ɣoɣol ʔa xʷ yixmətət (ʔa) kʷoms həhaw toms gɨɛ
"Care takers of the 'land of plenty' since time immemorial", ʔaʔaɣuθəm (eye-uhh-juu-eth-
em Island Comox)

About K'ómoks First Nation

K'ómoks First Nation's history begins with the arrival of their ancestors to this territory at the end of the last Ice Age. Descent from these First Ancestors tie the **K'ómoks** (Sathloot, Sasitla, Ieeksen, and Xa'xe) and **Pentlatch** tribes to their respective territories. For thousands of years, KFN ancestors occupied the extent of their territories, and harvested and managed the rich natural resources therein. These lands and waters supported thousands of people who developed a rich and sophisticated culture. The disease and warfare that accompanied contact with Europeans in the late 18th century decimated KFN ancestors, just before an onslaught of settlers came to their territories. From this time, KFN has struggled against colonial policies that tried to alienate KFN people from their territories, resources, and culture. Despite all of this, KFN's ancestors persevered, and current generations of KFN people continue to assert their rights and title to the whole of their territory.

Disclaimer

This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error, please notify me and follow with its deletion. Please note that any views or opinions presented in this email are solely those of the author and do not necessarily represent those of The K'omoks First Nation. Finally, the recipient should check this email and any attachments for the presence of viruses. The sender accepts no liability for any damage caused by any virus transmitted by this email.

From: Nadine Mourao <nmourao@islandtrust.bc.ca>
Sent: 17 October 2024 15:39
To: Raini Bevilacqua <raini.bevilacqua@komoks.ca>; Lia Tarle <lia.tarle@komoks.ca>
Cc: Carol McColl <carol.mccoll@komoks.ca>; Marlis McCargar <mmccargar@islandtrust.bc.ca>; Reconciliation <Reconciliation@islandtrust.bc.ca>
Subject: Denman Island Local Trust Committee Proposed Bylaw No. 250 Referral - For Response

Dear Raini and Lia,

As a follow-up to your work with Sonja Zupanec and Narissa Chadwick on Denman and Hornby Islands, we are sending you a referral of Bylaw No. 250 (LUB) (attached), regarding a rezoning amendment for 5201 Denman Rd, Denman Island.

Narissa is available to discuss this during your next scheduled meeting, or alternatively, we can arrange a separate time. Please let us know which option works best to ensure your K'omoks First Nation's concerns are considered.

The intent of Bylaw No. 250 is to amend the Land Use Bylaw (LUB) for the R4 zone, including:

- Adding four residential units.
- Allowing secondary suites in all units.
- Increasing the maximum gross floor area for single-family dwellings from 139.4 m² to 186 m².
- Increasing the maximum floor area for outbuildings from 1275 m² to 2174 m².

We are also engaging First Nations as part of the broader housing review project, which will be referred to you separately in 2024/25.

Please contact Marlis McCargar, Island Planner at mmccargar@islandtrust.bc.ca or 250.247.2210 if you have any questions, or if you wish for staff to bring forward your concerns or comments to the Denman Island Local Trust Committee for their consideration of next steps.

Additional background, including the preliminary Staff Report and Proposed Bylaw No. 250 are located <https://islandtrust.bc.ca/island-planning/denman/current-applications/> as GB-RZ-2024.1: Land Use Bylaw Amendment: Triple Rock Land Cooperative.

A reply is respectfully requested by **January 20, 2024**.

Referral responses should be addressed to myself at nmourao@islandtrust.bc.ca or by mail to: Islands Trust, 700 North Road, Gabriola, B.C. V0R 1X3.

Thank you for your time and attention to this referral,

Nadine Mourao

Legislative Clerk / Deputy Secretary (she, her, hers)

Islands Trust

700 North Road | Gabriola BC V0R 1X3

T 250-247-2206 | www.islandstrust.bc.ca

You can also reach us toll-free via Service BC 1-800-663-7867 | 604-660-2421

Preserving and protecting over 450 islands and surrounding waters in the Salish Sea

I respectfully acknowledge that the Islands Trust Area is located within the treaty lands and territories of the BOŖEĆEN, Cowichan Tribes, K'ómoks, Lyackson, MÁLEXEL, Qualicum, scəwəθən, səlilwətaʔ, SEMYOME, shíshálh, Skwxwú7mesh, Snaw-naw-as, Snuneymuxw, Songhees, Spune'luxutth', SᖃÁUTᖃ, Stz'uminus, ʔaʔəmen, Ts'uubaa-asatx, Wei Wai Kum, We Wai Kai, ᖃJOŁELP, ᖃSIKEM, Xeláltxw, Xwémalhwu, Xwsepsum, and x"məθk"əyəm First Nations. Islands Trust is committed to reconciliation and to working together to preserve and protect this ecologically, culturally, and spiritually significant region in the Salish Sea.

From: Marlis McCargar
Sent: Wednesday, March 5, 2025 10:46 AM
To: Nadine Mourao
Subject: FW: KFN's Referrals Process

Can you add this to the referral response from KFN for Bylaw No. 250?

Marlis McCargar (she, her, hers)
Island Planner
Islands Trust | T 250-247-2210

From: Lia Tarle <lia.tarle@komoks.ca>
Sent: Monday, November 25, 2024 3:20 PM
To: Nadine Mourao <nmourao@islandstrust.bc.ca>; Marlis McCargar <mmccargar@islandstrust.bc.ca>;
Reconciliation <Reconciliation@islandstrust.bc.ca>
Cc: Sonja Zupanec <szupanec@islandstrust.bc.ca>; Narissa Chadwick <nchadwick@islandstrust.bc.ca>;
Renee Jamurat <rjamurat@islandstrust.bc.ca>; Raini Bevilacqua <raini.bevilacqua@komoks.ca>;
Sheriden Barnett <sheriden.barnett@komoks.ca>
Subject: KFN's Referrals Process

Hello all,

As discussed in our last standing meeting, I'd like to clarify our roles and referrals process at KFN.

My role is to manage the preparation of reports highlighting KFN's requirements for archaeological, cultural and environmental site protection.

Raini's role is to address KFN's archaeological interests via SUP referrals and the KFN CHIP system. Please continue to send land use referrals to Raini for archaeological analysis.

However, we are at capacity for environmental referrals and cannot meaningfully engage at this time.

Please note that even if KFN does not respond to a referral within a given deadline, we may choose to address the issues of Aboriginal rights and/or title infringement and compensation through the treaty process, the courts, or other dispute resolution processes. We also reserve the right to raise objections if any cultural use, archaeological sites, or environmental impacts are identified when work is carried out or if we discover impacts on our rights or interest that we had not foreseen.

Thank you,

FW: KFN's Referrals Process



Lia Tarle, Ph.D.

Archaeologist & Repatriation Coordinator

[K'ómoks First Nation](#)

3330 Comox Rd, Courtenay, BC

Tel: 1.250.339.4545 ext. 129

[Lia Tarle, Ph.D. | LinkedIn](#)

<https://orcid.org/0000-0003-3949-4063>

tuwa ak?s ?o?o? ?a x? yi?m?t?t (?a) k??ms h?haw t?ms g?j?

"Care takers of the 'land of plenty' since time immemorial", ?ay?aj?u??m (Ayajuthem / Island Comox)

About K'ómoks First Nation

The K'ómoks First Nation is located in the heart of the Comox Valley on Vancouver Island. Membership is currently just over 300 members within four clans: Sahtloot, Säsistla, Eiksan and Pentlatch. Two cultures are identified in our community: Coast Salish (Island-Comox speaking peoples) and Kwakwaka'wakw (Kwak? wala speaking peoples). K'ómoks originally occupied sites in Kelsey Bay, Quinsum, Campbell River, Quadra Island, Kye Bay and along the Pentlatch Estuary.

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From: Nadine Mourao <nmourao@islandstrust.bc.ca>

Sent: October 17, 2024 3:40 PM

To: Raini Bevilacqua <raini.bevilacqua@komoks.ca>; Lia Tarle <lia.tarle@komoks.ca>

Cc: Carol McColl <carol.mccoll@komoks.ca>; Marlis McCargar <mmccargar@islandstrust.bc.ca>; Reconciliation <Reconciliation@islandstrust.bc.ca>

Subject: Denman Island Local Trust Committee Proposed Bylaw No. 250 Referral - For Response

Dear Raini and Lia,

As a follow-up to your work with Sonja Zupanec and Narissa Chadwick on Denman and Hornby Islands, we are sending you a referral of Bylaw No. 250 (LUB) (attached), regarding a rezoning amendment for 5201 Denman Rd, Denman Island.

Narissa is available to discuss this during your next scheduled meeting, or alternatively, we can arrange a separate time. Please let us know which option works best to ensure your K'ómoks First Nation's concerns are considered.

The intent of Bylaw No. 250 is to amend the Land Use Bylaw (LUB) for the R4 zone, including:

- Adding four residential units.
- Allowing secondary suites in all units.
- Increasing the maximum gross floor area for single-family dwellings from 139.4 m² to 186 m².
- Increasing the maximum floor area for outbuildings from 1275 m² to 2174 m².

We are also engaging First Nations as part of the broader housing review project, which will be referred to you separately in 2024/25.

Please contact Marlis McCargar, Island Planner at mmccargar@islandstrust.bc.ca or 250.247.2210 if you have any questions, or if you wish for staff to bring forward your concerns or comments to the Denman Island Local Trust Committee for their consideration of next steps.

Additional background, including the preliminary Staff Report and Proposed Bylaw No. 250 are located <https://islandstrust.bc.ca/island-planning/denman/current-applications/> as GB-RZ-2024.1: Land Use Bylaw Amendment: Triple Rock Land Cooperative.

A reply is respectfully requested by **January 20, 2024**.

Referral responses should be addressed to myself at nmourao@islandstrust.bc.ca or by mail to: Islands Trust, 700 North Road, Gabriola, B.C. V0R 1X3.

Thank you for your time and attention to this referral,

Nadine Mourao

Legislative Clerk / Deputy Secretary (she, her, hers)

Islands Trust

700 North Road | Gabriola BC V0R 1X3

T 250-247-2206 | www.islandstrust.bc.ca

You can also reach us toll-free via Service BC 1-800-663-7867 | 604-660-2421

Preserving and protecting over 450 islands and surrounding waters in the Salish Sea

I respectfully acknowledge that the Islands Trust Area is located within the treaty lands and territories of the BOKEĆEN, Cowichan Tribes, K'ómoks, Lyackson, MÁLEXEL, Qualicum, scəwəθən, səliwətaʔ, SEMYOME, shishálh, Skwxwú7mesh, Snaw-naw-as, Snuneymuxw, Songhees, Spune'luxutth', SṠÁUTW, Stz'uminus, ʔaʔəmen, Ts'uubaa-asatx, Wei Wai Kum, We Wai Kai, WJOŁŁP, WSIKEM, Xeláitxw, Xwémalhwu, Xwsepsum, and xʷməθkʷəy̓əm First Nations. Islands Trust is committed to reconciliation and to working together to preserve and protect this ecologically, culturally, and spiritually significant region in the Salish Sea.